

**TOWN OF SIDNEY**



**EXCAVATION SERVICES FOR 2025-2027**

**CONTRACT NO. 2025-001**

**TOWN OF SIDNEY**  
**EXCAVATION SERVICES FOR 2025-2027**  
**CONTRACT NO. 2025-001**  
**INVITATION TO TENDER**

The Town of Sidney invites Tenders for a Contract to provide excavation services as described in the Tender Form and Contract Documents.

Sealed Tenders clearly marked “**TENDER FOR EXCAVATION SERVICES FOR 2025-2027**” must be addressed to the Director of Finance, Town of Sidney, 2440 Sidney Avenue, Sidney, BC V8L 1Y7 **or** via email to [tenders@sidney.ca](mailto:tenders@sidney.ca) and received before 2:00 pm local time on Thursday, December 5, 2024.

There will be no public Tender opening. Bidders will be notified of the results. Tenders received after 2:00 p.m. local time will not be opened and are invalid

Brian Robinson  
Manager of Public Works and Parks

**END OF INVITATION TO TENDER**

**TOWN OF SIDNEY**  
**EXCAVATION SERVICES FOR 2025-2027**  
**CONTRACT NO. 2025-001**  
**INSTRUCTIONS TO TENDERERS**

The Town of Sidney invites Tenders for the provision of Excavation Services, according to the terms and conditions of these Tender Documents.

**1.0 SUBMISSION OF TENDERS:**

**1.1 Use of Tender Forms:**

Tenderers must submit their Tender by completing the blanks in the attached Tender Form, to specify the price and other required information. The Tender Form must be completed in full. The Tender Form must be completed in ink.

Tenderers must execute the Tender Form under seal (if a firm with a seal). If the Tender is a joint venture, each party to the joint venture shall execute the Tender Form under seal (if applicable).

Completed Tender Forms must be placed in a sealed envelope clearly marked **“TENDER FOR EXCAVATION SERVICES FOR 2025-2027”**, and addressed to:

Director of Finance  
Town of Sidney  
2440 Sidney Avenue  
Sidney, BC V8L 1Y7

and delivered no later than 2:00 pm local time Thursday, December 5, 2024 (the “Closing Time”).

Electronic tender submissions are to be sent to:

[tenders@sidney.ca](mailto:tenders@sidney.ca)

Tenders received after 2:00 p.m. will not be opened and are invalid.

Please send tender in ONE format only.

## **INSTRUCTIONS TO TENDERERS (CONT'D)**

### **1.2 Tender Opening:**

Tenders will be opened at the Town of Sidney Municipal Hall after the Closing Time. No public opening will take place.

### **1.3 Conditions Governing Tender Evaluation:**

The lowest or any Tenders will not necessarily be accepted. The Town reserves the right, in its sole discretion, to waive any incompleteness, informality, addition or irregularity in any Tender, to reject any or all Tenders (including where all Tender prices exceed budget), and to accept any Tender the Town considers most favourable to the Town's interests having regard to the price, the equipment, factors captured in the various Schedules attached hereto, and other matters which the Town in its sole discretion may consider.

The Tenderer understands and agrees that it has no rights or claims whatsoever against the Town in the event that its Tender is not accepted and a Contract not entered into.

### **1.4 Amendments and Revisions:**

Written amendments or revisions to the Tender are acceptable, but only if received prior to the Closing Time and only if submitted in accordance with Section 1.9 hereof. Once submitted, no Tender may be withdrawn.

### **1.5 Issuance of Addenda:**

The Town may issue written Addenda to the Tender Documents changing, clarifying or interpreting the Tender Documents. Changes to or clarifications or interpretations of the Tender Documents are effective only if made by an Addendum issued by the Town. Any other information or change is ineffective and does not bind the Town.

### **1.6 Extension of Time:**

The Town may, in its sole discretion, extend the Closing Time by an Addendum issued not less than five (5) days before the Closing Time.

## **INSTRUCTIONS TO TENDERERS (CONT'D)**

### **1.7 Tenderer's Responsibility:**

It is the sole responsibility of the Tenderer to obtain a change to, or clarification or interpretation of, the Tender Documents if:

**1.7.1** Any information necessary for a full and clear understanding is absent from the Tender Documents;

**1.7.2** Any conflict or error appears in the Tender Documents; or

**1.7.3** The Tenderer is aware of any facts or conditions which conflict with the Tender Documents.

### **1.8 Enquiries:**

All enquiries for clarifications or interpretations of the Tender Documents must be in writing and sent to the Town as follows:

Brian Robinson  
Manager of Public Works and Parks  
Town of Sidney  
2440 Sidney Avenue  
Sidney, BC V8L 1Y7  
brobinson@sidney.ca

Enquiries must be received at least 5 business days prior to the Closing Time. No Addendum will be issued less than 2 business days prior to the Closing Time.

### **1.9 Addenda Become Part of Tender Documents:**

Addenda issued pursuant to these Instructions become part of the Tender Documents and therefore part of the Contract, as provided in the Contract.

### **1.10 Irrevocability of Tenders:**

Tenders are irrevocable and open for acceptance by the Town for 60 days after the Closing Time, even if the Town within that time accepts another Tender.

### **1.11 Acceptance of Tender:**

Acceptance of a Tender will be communicated by the Town to the successful Tenderer in writing.

## **INSTRUCTIONS TO TENDERERS (CONT'D)**

### **1.12 Negotiations with Tenderer:**

The Town reserves the right, after communicating its acceptance of a Tender, to negotiate minor amendments to the Contract with the successful Tenderer and despite such negotiations, the offer of the successful Tenderer remains irrevocable in the form submitted.

The Town reserves the right to extend this contract award for an additional two years if the successful bidder agrees to hold the rates at the then-current level, or to a nominal increase that is acceptable to the Town.

### **1.13 Information for Tenderer:**

For the purpose of comparing tenders, the Town estimates that it will require the services for excavation work for 2,000 hours annually. Six types of machine are required, and are as follows;

- |  |             |
|--|-------------|
| 1) Class 1- 3 Excavator, less than ½ yard capacity   | 500 hours   |
| 2) Class 4 Excavator, ½ yard capacity                | 1,000 hours |
| 3) Class 7 Excavator, 1 yard capacity                | 200 hours   |
| 4) Rubber tire backhoe 4wd, extendahoe               | 200 hours   |
| 5) Rubber tire backhoe 4wd, extendahoe c/w hoe ram   | 50 hours    |
| 6) Rubber tire backhoe 4wd, extendahoe (no operator) | 50 hours    |

A lump sum cost for moving trailered equipment to the job site at the start of a project will be accepted. Removal at the end of a project will be at the Contractor's expense.

It is important to note that these hour figures do not include any guarantee of future work but are stated to give Tenderers an indication of proposed requirements based on anticipated and recent historical trends.

The Town will consider the prime contractor as the Contractor indicated on the Tender Form to be the responsible Tenderer and throughout the Tender Document, this Contractor will be considered as the Firm.

**END OF INSTRUCTIONS TO TENDERERS**

**TOWN OF SIDNEY**  
**EXCAVATION SERVICES FOR 2025-2027**  
**CONTRACT NO. 2025-001**  
**TENDER DOCUMENTS**

**BETWEEN:**

**TOWN OF SIDNEY**  
2440 Sidney Avenue,  
Sidney, BC V8L 1Y7

(The "Town")

**AND:**

\_\_\_\_\_  
(Name, including incorporation number and jurisdiction of  
Incorporation, if a corporation)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Email address)

(The "Firm")

**WHEREAS:**

- A. The Town requires the Firm to provide **EXCAVATION SERVICES** for the Town of Sidney and the Firm is willing to offer their services to the Town;

**NOW THEREFORE** in consideration of the payments and promises contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by both parties), the parties agree as follows:

**1.0 Provision of Excavation Services:**

The Firm will provide the Excavation Services to the Town on the Terms and Conditions in this Agreement. The Town will pay the Firm on the terms and conditions of this Agreement.

## **TENDER DOCUMENTS (CONT'D)**

### **2.0 Price:**

The Firm will provide the services for the fees as listed on Schedule 'A' of the Tender Document. The fees shall be inclusive of all charges except taxes. Under this contract, additional surcharges relating to fuel cost will be considered for the 2026 and 2027 years to a maximum of 2% beginning January of each year. The Contractor is expected to assume all other risks associated with fluctuations in fuel price.

### **3.0 Acceptance:**

The Town has 60 days from the date of the Tender Closing to review and accept the Tender. The Town will communicate its acceptance of the Tender by written notice to the Firm on the date on which that notice is deemed delivered pursuant to Section 16 (that date being the "Acceptance Date").

### **4.0 Undertaking of Liability Insurance:**

**4.1** Tenders shall be accompanied by an Undertaking of Liability Insurance on the form included herein as Schedule B and issued by an insurance company licensed to conduct business in the Province of B.C.

### **5.0. Provisions:**

The Firm will supply all labour (unless noted), materials and equipment to provide Excavator Services as described on Schedule 'A'.

**5.1** The Firm agrees **NO** traveling time will be paid for Excavator Services, other than as specified in section 1.13 in Instructions to Tenderers.

**5.2** The Firm acknowledges there will be no minimum or overtime hours of hire for the Excavation equipment.

**5.3** The Firm agrees charges will cease immediately when the Excavation equipment is released from the job.

**5.4** The Firm acknowledges that the Excavation equipment is to be in good, safe condition in every respect and if in the judgment of Town staff it is not, it shall be released immediately and no payment shall be made for its time on the job. No payments shall be made for down time due to breakdown of the Excavation equipment. The Firm further acknowledges that under this agreement, except for emergencies, the use of mobile or cellular telephones for personal calls is prohibited during the provision of services to be charged to the Town of Sidney under this contract.



## **TENDER DOCUMENTS (CONT'D)**

- 5.5 The Firm shall provide operators (where noted) that are competent. Should any Excavation equipment arrive on the job with an incompetent operator, it will be released immediately, and no payment will be made.
- 5.6 The Firm acknowledges that they are registered with Work Safe BC and will remain up to date with premiums.
- 5.7 The Firm acknowledges that operators will remain with the Excavation equipment at all times and will be subject to all safety rules as specified by Work Safe BC (i.e. hard hats, traffic vests, footwear, etc.).
- 5.8 The Firm acknowledges that the Town reserves the right to rent Excavation equipment from firms outside the accepted agreement when the Firm cannot supply equipment. The Town also reserves the right to call bids for the supply of equipment for specific projects outside the accepted agreement.
- 5.9 The Firm acknowledges that fuel storage will not be permitted on Town land.
- 5.10 The Firm acknowledges that the Town will, whenever possible, give 24 hour notice prior to the excavation equipment being required. If, when given 24 hour notice, the Firm is unable to provide the equipment requested from its own resources, the Firm will arrange to subcontract the services of the equipment required. The Town will pay for the excavation equipment at the Tendered Price and the Firm will be responsible for any difference between the tender price and the subcontract price. Should less than 24 hours' notice be given, the Firm will not be responsible for providing a sub-contracted excavation equipment should they be unable to supply any equipment from their own resources.

### **6.0 ACCOUNTING PROCEDURES:**

#### **6.1 General:**

All Excavation equipment rentals will be authorized by Work Order.

#### **6.2 Work Tickets:**

Daily Work Tickets **MUST** be prepared for each piece of equipment. Information to be recorded is machine identification, location and nature of work, and the hours of work performed.

Work Tickets are to be passed to the Manager on a daily basis for signature. The Manager will retain one copy of the work ticket. Payment will be made from work tickets only if all pricing extensions are complete.

## **TENDER DOCUMENTS (CONT'D)**

### **6.3 Invoices:**

Invoices must summarize charges by job, with full reference to supporting work tickets and be submitted to the Manager within seven (7) days of any work performed by the Contractor for the Town.

### **7.0 Term:**

The term of this Contract shall be January 1, 2025 to December 31, 2027.

The Town reserves the right to extend this contract term for an additional two years if the successful bidder agrees to hold the rates at the then-current level, or to a nominal increase that is acceptable to the town

### **8.0 Tender Documents:**

The Firm and the Town acknowledge and agree that the terms and conditions of the Tender Documents are incorporated into this Agreement and the Firm acknowledges receiving all Addenda to the Tender Documents which the Town may have issued.

### **9.0 Termination:**

The Town reserves the right to identify deficiencies in service. These deficiencies will be identified in writing to the contractor. If the unsatisfactory service issues are not addressed within 30 Days of written notice, the Town may terminate the contract. If more than one written notice of unsatisfactory service needs to be issued in any year of the contract, the Town reserves the right to terminate the contract, with 30 days' notice.

### **10.0 No Collusion:**

The Firm represents and warrants to the Town that it has not colluded, conspired or consulted or acted in conjunction with any other Tenderer in the preparation or submission of its Tender.

### **11.0 Interpretation:**

Wherever the singular, masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.

## **TENDER DOCUMENTS (CONT'D)**

### **12.0 Captions:**

The captions appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision thereof.

### **13.0 Compliance with Laws:**

The Firm shall comply fully with all laws, bylaws, regulations and orders which apply to the provision of Excavator Services in BC in general, and in the Town of Sidney specifically.

### **14.0 Waiver:**

Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default.

### **15.0 Enurement:**

This Agreement shall enure to the benefit of and become binding onto the parties hereto and their respective successors and permitted assigns.

### **16.0 Notice:**

Any notice, document or communication required or permitted to be given hereunder shall be in writing and shall be deemed to be satisfactory if and deemed to have occurred when:

**16.1** Sent by email, or when personally delivered, on the date of receipt; or

**16.2** Mailed by prepaid registered mail, on the date received or on the sixth day after mailing from any Canada Post Office, whichever is the earlier, so long as the notice is mailed to the party at the address provided herein or to whatever address the parties from time to time in writing agree to.

### **17.0 Modification:**

This Agreement may not be modified except by an agreement in writing.

### **18.0 Schedules:**

Schedules 'A' to 'F' of the Tender Documents are attached and form part of this Agreement.

**TENDER DOCUMENTS (CONT'D)**

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of  
the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

By its Authorized Signatory(ies):  
\_\_\_\_\_  
Authorized Signatory  
\_\_\_\_\_  
Authorized Signatory  
**TOWN OF SIDNEY** by its Authorized  
Signatories:  
\_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Corporate Officer

}  
}  
}  
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}  
}  
}

**END OF TENDER DOCUMENTS**

**TOWN OF SIDNEY  
EXCAVATION SERVICES FOR 2025-2027  
CONTRACT NO. 2025-001**

**TENDER FORM**

The undersigned having carefully read the **INSTRUCTIONS TO TENDERERS** and the **TENDER DOCUMENTS**, hereby offer to supply on a rental basis to the Town of Sidney the following equipment:

**EXCAVATORS**

One (1) Class 7 Excavator with Operator – 42,000 to 52,000 lbs, 1 yard capacity at \_\_\_\_\_ per hour, not including taxes.

One (1) Class 4 Excavator with Operator – 13,000 to 20,000 lbs, ½ yard capacity at \_\_\_\_\_ per hour, not including taxes.

One (1) Class1-3 Excavator with Operator – 3,000 to 13,000 lbs. less than ½ yard capacity at \_\_\_\_\_ per hour, not including taxes.

**BACKHOE - 4WD - RUBBER TIRE - EXTENDAHOE**

One (1) Class1 or 2 Backhoe with Operator at \_\_\_\_\_ per hour, not including taxes.

One (1) Class 1 or 2 Backhoe with Operator c/w hoe ram attachment at: \_\_\_\_\_ per hour, not including taxes

One (1) Class1 or 2 Backhoe with **NO OPERATOR** at \_\_\_\_\_ per hour, not including taxes.

Lump sum cost for each equipment move to work site - \_\_\_\_\_

Worker's Compensation Board No. \_\_\_\_\_

**Please note that all excavators working on asphalt or concrete surfaces are required to be either on rubber tracks OR if rubber tracks are not available, sitting upon a protective layer of ¾" plywood.**

**SCHEDULE 'A' (CON'D)**

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Telephone Number

**TOWN OF SIDNEY**

**EXCAVATION SERVICES FOR 2025-2027**

**CONTRACT NO. 2025-001**

**UNDERTAKING OF LIABILITY INSURANCE**

Town of Sidney  
2440 Sidney Avenue  
Sidney, BC V8L 1Y7

Dear Sirs:

We the undersigned (insert Insurance Company's name)

\_\_\_\_\_ do hereby undertake and agree to cover the Contractor (insert Tenderer's name)

\_\_\_\_\_ in the amount of a minimum of Five Million (\$5,000,000) Dollars Comprehensive Liability Insurance, as more particularly outlined in the General Conditions and agree to:

- a) Name the Town of Sidney and its Directors as additional insureds;
- b) State that such policy applies to each insured in the same manner and to the same extent as if a separate policy had been issued to each insured; and
- c) State such policy cannot be cancelled, lapsed or materially changed without at least ten (10) days written notice to the Town of Sidney, delivered to the Town Director of Finance at 2440 Sidney Avenue, Sidney, British Columbia V8L 1Y7.

The coverage provided by such insurance shall protect the Contractor, the Town and the Town's representatives during the carrying out of the works and services specified in the Contract Documents.

Dated at Sidney, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Yours truly,  
(To be signed by Insurance Company)







**TOWN OF SIDNEY**

**EXCAVATION SERVICES FOR 2025-2027**

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**EQUIPMENT**

The Tenderer proposes to use the equipment listed below in carrying out the work covered by this Agreement (list only the major pieces of equipment to be used):

<b>NUMBER OF UNITS</b>	<b>BRIEF DESCRIPTION OF EQUIPMENT &amp; SERIAL NO. (STATE ITS MAKE, AGE, GENERAL CONDITION AND HOURS)</b>	<b>OWNED BY TENDERER</b>	<b>RENTED OR LEASED</b>	<b>% OF USE UNDER THIS CONTRACT</b>

**TOWN OF SIDNEY**

**EXCAVATION SERVICES FOR 2025-2027**

**CONTRACT NO. 2025-001**

**TENDERER'S QUALIFICATIONS**

The Tenderer shall fill in details below of the most recent Contracts the Firm has undertaken with work of a nature similar to this proposed Agreement.

It is the intention of the Town of Sidney to use the information given below to assess the experience of the Tenderer in the appropriate fields of work. The Town may contact the references given below before awarding the Contract.

Location: _____	Client: _____
Contact Name: _____	Telephone No. _____
Contract Value: _____	Year: _____
Description of Work: _____	

Location: _____	Client: _____
Contact Name: _____	Telephone No. _____
Contract Value: _____	Year: _____
Description of Work: _____	

Location: _____	Client: _____
Contact Name: _____	Telephone No. _____
Contract Value: _____	Year: _____
Description of Work: _____	