

**PUBLIC WORKS DEPARTMENT**

**TENDER # 2016 - 12  
TOWN PROPERTY GRASS CUTTING  
2017 AND 2018**

**TOWN OF MINTO**

**October 12, 2016**

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**FORM OF TENDER**

The Contractor has carefully examined the provisions, plans, specifications and conditions attached to this tender and has carefully examined the site and locations of the work to be done under this contract and the Contractor understands and accepts the said provisions, plans, specifications and conditions, and for the prices set forth in this tender, hereby offers to furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except as otherwise specified in the contract, and to complete the work in strict accordance with the provisions, plans, specifications and conditions attached to this tender.

**All pages of this document shall be returned with the tender submission, and all pages of this document shall be initialed and completed in full by the bidder in the space provided.**

Two copies of the Tender shall be submitted in one sealed envelope.

I/We the Contractor hereby certify that we will commence work on Schedule A, and to diligently perform the work without undue delay.

By: \_\_\_\_\_  
(Name of Firm or Individual – Contractor)

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I have authority to bind the company.

\_\_\_\_\_  
(Name of Signatory)

\_\_\_\_\_  
(Signature)

**SUBMISSION INSTRUCTIONS**

**S.1 Definitions**

The following definitions shall apply throughout the Tender:

“Agreement” refers to the agreement between the Town of Minto and a Contractor.

“Award” refers to the selection by the Town of Minto a successful Tender for the provision of engineering services in this Tender process.

“Contractor” refers to any person or corporation participating in this request for proposal process.

“Road Foreman” refers to the Road Foreman for the Town of Minto.

“Director” refers to the Public Works Director for the Town of Minto.

“Manager” refers to the Recreation Facilities Manager for the Town of Minto.

“Lead Hand” refers to the Recreation Lead Hand for the Town of Minto.

“Town” refers to The Town of Minto.

**S.2 Submission Requirements**

- a) Two copies of the Tender shall be submitted in one sealed envelope clearly marked with the Tender number and title (enclosed):

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- b) Tenders must be addressed to Brian Hansen, Public Works Director of the Town of Minto, 5941 Highway 89, Harriston, Ontario NOG 1Z0, and must be received by the Town of Minto no later than the Closing Date and Closing Time of:

**10:00 am (EASTERN STANDARD TIME)**

**On**

**Friday November 4<sup>th</sup>, 2016.**

- c) The use of any means of delivery of a Tender shall be at the risk of the Contractor.
- d) Before being placed in the tender box, the Proposal will be marked by the Director, or designate, with the time and the date that the Tender was received.
- e) On the Closing Date, commencing at 10:00 am, the Proposal envelopes will be opened and the names of the Contractors that have submitted Proposals will be recorded by the Opening Committee at the Town of Minto Municipal Office. The Opening Committee will consist of at least one staff person from the Public Works, Recreation, Treasury and Clerk's Department. Following public opening, the Tenders will be assessed to determine adherence to the terms of this document prior to a recommendation to Council for award.
- f) The Town will not accept a response to this Tender by facsimile or other electronic device.
- g) All Tenders must be clearly written or typewritten. Erasures, overwriting or strikeouts shall be initialed by the person signing the Tender.
- h) Late Tenders will be returned unopened.

**S.3 *Privilege Clause***

The Corporation reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid as the case may be, will not necessarily be accepted. The lowest fee Tender will not necessarily be accepted and the right is reserved to accept any portion of a Tender. Selection of the successful tender shall be subject to approval by the Council of the Town of Minto.

**S.4 *Any Communications***

Any communications regarding this Tender must be addressed to the attention of Mike McIsaac, Road Foreman. A tour of the properties will take place on Tuesday, October 25<sup>th</sup> at 9:00am starting at the Town of Minto Municipal Office. Contractor attendance on this tour is mandatory.

**S.5 *Withdrawal or Revision of Tenders***

- a) A Contractor may withdraw or revise all or part of a Tender at any time up to the Closing Date and Closing Time.
- b) A Contractor may withdraw his or her tender bid at any time up to official closing time by letter bearing his or her signature and seal as in his or her bid submitted to

the Director. This letter shall supersede and invalidate all Tenders previously submitted by the Contractor.

**S.6 *Alterations or Variations***

No alterations or variations of the Agreement shall be valid or binding upon the Town of Minto unless authorized in writing.

**S.7 *Accuracy of Tender and Related Documents***

The Town has provided herein specific technical, background and other information as accurately as possible, but assumes no responsibility for the completeness of the information presented in this Tender, or otherwise distributed or made available formally or informally during this procurement process. Without limiting the generality of the foregoing, the Town will not be bound by, or be responsible for, any explanation or interpretation of the Tender documents other than those prepared in writing. In no event shall Contractors rely on any oral statement by the Town or its agent, advisors or Consultants. All the information contained in this document, or from a separate written request or transmission from the Town is subject to the provisions of this section.

**S.8 *Oral Explanation or Interpretation***

No oral explanation or interpretation by the Town shall modify any of the requirements or provisions of the Document.

**S.9 *Due Diligence***

Contractors are solely responsible for conducting their own independent research, due diligence, and any other work or investigations, and for seeking any other advice necessary for the preparation of their proposal.

**S.10 *Contractor's Responsibility***

It will be the Contractor's responsibility to clarify with the Town any questions with respect to the Tender documents in accordance with the procedure set out in any communications above before submitting their Proposal.

**S.11 *Addendum***

By the issuance of a cancellation or addendum, the Director may cancel the Tender; revise, delete, add to or substitute any part of the Document; extend the Closing Date; or provide an explanation or interpretation.

**S.12 *Tender Costs***

The Town will not be responsible for any costs incurred by a Contractor in preparing and submitting a Tender.

**S.13 *Claims or Litigation***

The Town reserves the right not to accept a Tender from or make an Award to any Contractor, which includes all non-arms-length corporations, which has a claim or instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contracts, Tenders or business transactions.

**S.14 *Freedom of Information***

The information collected will be used solely for the purpose stated herein. Questions about the collection of information should be directed to the contact listed under any communications above.

**S.15 *Non-Lobby***

If any employee, agent or other representative of any member of a Proponent makes any representation or solicitation to any elected representative of, or any Director, Road Foreman, Manager, Lead Hand, officer, employee or agent of the Town, the media, or consultants to the Town, with the exception of the contact listed under any communications above, whether before or after the submission of the Proposal, the Town will be entitled to reject the Tender. The requirement does not extend to any public deputation that may be made to any Town committee.

**S.16 *Town of Minto Procurement By-Law***

This tender is subject to the Town of Minto's Procurement By-Law 04-4.

## **TERMS OF REFERENCE**

### **1.0 INTRODUCTION**

The intent of this Tender is to retain a competent contractor to provide all necessary requirements to perform any application of materials and equipment essentials needed to fulfill the Town of Minto's request. The following Terms of Reference outline the work as contemplated by the Town and are for guidance only. Locations are provided on the attached Schedule A and subject to change. Town of Minto reserves the right to add, delete or modify Schedule A.

### **2.0 SCOPE OF WORK**

The Corporation of the Town of Minto is seeking tenders for the services of municipal property grass cutting as outlined in Schedule A. These properties are under the care and control of the Town's Public Works and Recreation Department. Contractors must bid to perform the work on all properties listed in Schedule A. Partial bids will not be accepted. Duties include maintaining all grass at a height of 2" - 3" or as directed, raking of grass clippings if necessary, trimming and weed eating around trees, signs, fences, bleachers, and buildings, hedge trimming and other duties, which may be required to be done at an hourly rate as listed in Schedule A. The contractor is responsible for moving picnic tables and trash/recycling bins to accommodate areas for grass cutting.

All areas are to be cut no more than once per week. Additional cuts must be approved by the Road Foreman, Manager or designate.

### **3.0 ACCEPTANCE OF TENDER**

Any or all tenders not necessarily accepted. Town of Minto reserves the right to reject any or all tender without stating a reason. Tenders will be initialed at the bottom of each page and all spaces to be completed in full for tender to be accepted.

### **4.0 ITEMS**

The successful bidder agrees to supply and apply all equipment and materials to fulfill the terms of this contract as specified in Schedule A.



## **5.0 SUPERVISION AND INSPECTION**

The properties are under the care and control of the Town's Public Works (PW) and Recreation Department (R) as prefaced in Schedule A. The Road Foreman will supervise work at Public Works (PW) sites and the Manager will supervise work at Recreation (R) sites.

## **6.0 EQUIPMENT TO BE PROVIDED**

The contractor shall have at their disposal for this work:

- a) All necessary equipment and tools to fulfil all requirements of this tender.
- b) Supply all appropriate safety signage, safety equipment and personnel to conform to all applicable acts, regulations and legislation.

## **7.0 EXTRA WORK**

Additional cuts may be requested by the Public Works or Recreation Department. Only the Director and Manager or designate are authorized to request additional work. All sports fields (including Clifford) shall be aerated and fertilized at optimal times in the spring and fall. Additional work caused by additional lands, trees, or other fixed assets will be compensated upon Town Council approval for the remainder of the contract.

## **8.0 COMPLETION**

Once the work has commenced, the contractor shall ensure that the work progress to completion without delays. Sports fields and surrounding parkland are to be cut on Mondays, with other parks being cut on Thursdays or Fridays. The only exception to this will be due to weather conditions not being suitable to apply the proper procedure. The Director and Manager will have discretion for determining when weather conditions are not suitable for the application. No material/procedure shall be completed between sunset and sunrise. In all cases, the Contractor shall inform the Town of the proposed time of operations.

## **9.0 INSURANCE**

Prior to award of the tender, the successful bidder must furnish to the Town, at their expense, certificate(s) of insurance satisfactory to the Town of Minto, as set forth below. In the event that the certificate(s) of insurance is/are not satisfactory, the Town of Minto may require the successful bidder to provide a certified copy of the policy. The certificate(s) in the amounts listed below are to be provided:

- a) \$5 million - commercial general liability
- b) \$5 million - automobile

Such policy shall contain:

- a) A "Cross Liability" clause or endorsement.
- b) An endorsement certifying that the Town of Minto is added as an additional insured.
- c) An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Town of Minto.

## **10.0 HEALTH AND SAFETY**

The Town of Minto is serious in its application of Health and Safety protocols. The Contractor is expected to adhere to all legislated and regulated health and safety regulations. Failure to adhere to these practices may result in termination of the Contract without financial penalty to the Town. The Contractor shall provide to the Town a copy of their Health and Safety policy, or a written statement that they have a workplace Health and Safety policy in effect.

The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workers' Compensation Act and comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and regarding labeling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada.

The Contractor shall ensure that all its employees, agents, volunteers, or others for whom the Contractor is legally responsible receive training regarding the provisions of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005 as amended (the "Act"). The Contractor shall ensure that such training includes, without limitation, a review of the purpose of the Act and the requirements of the Regulation.

**11.0 WSIB**

The Contractor shall provide the Town with a WSIB certificate of clearance, prior to the award of the tender.

**12.0 REGULATIONS AND LAWS**

The Contractor shall abide by all Federal, Provincial and Municipal Acts, By-laws and Regulations relative to the performance of the work.

**13.0 PAYMENT**

The Town of Minto agrees to pay the Contractor each month during the lifetime of the agreement for the previous month's work, for detailed invoices received by the last business day of each month.

**14.0 WITHDRAWAL**

The Town reserves the right to withdraw, at its discretion, this tender at any time and shall not be liable for any expense, cost, loss or damage incurred or suffered by any bidder as a result of such withdrawal.

**15.0 INDEMNITY**

The successful bidder shall indemnify and hold the Town harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

**16.0 SITE EXAMINATION**

- a) Bidders shall carefully examine the Place of Work, and fully inform themselves of all existing conditions, limitations and difficulties that may arise during, or which may adversely affect, the execution of the Work. Bidders shall immediately notify the Owner of any conditions which may adversely affect the completion of the contract.

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- b) Bidders shall include in their Bid Price all costs to complete the Work. The Owner will not consider any claims, and no amounts will be paid, for additional payment or time during the execution of the Work, or at all, for extra work, costs, damages or difficulties encountered resulting from conditions which were either visible or could be reasonably inferred from an examination of the Bid Documents, the Place of the Work, or adjacent surrounding public or private property prior to the Bid Closing Time.
- c) Upon completion of site examination, Bidders shall reinstate the Place of the Work to its original condition and shall pay for any cost of repair to damaged Products and systems designated to be relocated or remain.

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**17.0 SCHEDULE A**

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| Dep't            | Location  | 2017                 | 2018                 |
|------------------|---|----------------------|----------------------|
| <b>Harriston</b> |   | <b>Price Per Cut</b> | <b>Price Per Cut</b> |
| R                | I.O.D.E. Park - John St N   |                      |                      |
| R                | Horticulture Park - Mill St   |                      |                      |
| R                | Harriston Medical Centre Park   |                      |                      |
| R                | Harriston Pool - 35 Raglan St E   |                      |                      |
| R                | Arena Fairgrounds & Ball Diamond - 111 George St S                        |                      |                      |
| R                | Conservation Park (other side of foot bridge) - King St S                 |                      |                      |
| R                | Harriston Cenotaph (Elora St.)  |                      |                      |
| R                | Harriston Train Station - Arthur St W                                     |                      |                      |
| PW               | Weed Eat Community Gardens  |                      |                      |
| PW               | Harriston Water Tower, EMS, Road Allowance & Pump - 140 Robertson St S    |                      |                      |
| PW               | Tannery Park  |                      |                      |
| PW               | Town Entrance Signs - Elora St S, Elora St N, Arthur St W & Arthur St. E  |                      |                      |
| PW               | William St & John St Pumping Stations - 83 William St W & 124 John St N   |                      |                      |
| PW               | Harriston Cemetery  |                      |                      |
| PW               | Weed Eat Cemetery <b>(bi-weekly)</b>                                      |                      |                      |
| PW               | Cuculich Pump House (Across from the Public Works Shop) - 107 King St S   |                      |                      |
| PW               | Trailer Park  |                      |                      |
| <b>Clifford</b>  |   | <b>Price Per Cut</b> | <b>Price Per Cut</b> |
| R                | Marshall Park - Geddes St W   |                      |                      |
| R                | Rotary Park - 5 Park St W   |                      |                      |
| R                | Cenotaph Park - 8 Allan St W  |                      |                      |
| R                | Clifford Community Hall - 2 William St N                                  |                      |                      |
| R                | Greenbush Ball Diamond - 5576 Highway 9 <b>(monthly)</b>                  |                      |                      |
| R                | Queen St & Geddes St Road Allowances                                      |                      |                      |
| R                | Clifford Arena Area & Schwindt Properties- 8 Allan St E & 11 William St S |                      |                      |
| PW               | Park St. Lot  |                      |                      |
| PW               | Weed Eat Community Gardens  |                      |                      |
| PW               | Highway 9 Entrance Signs - Elora St S & Elora St N                        |                      |                      |

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|                        |   |                      |                      |
|------------------------|---|----------------------|----------------------|
| PW                     | Clifford Cemetery   |                      |                      |
| PW                     | Weed Eat Cemetery <b>(bi-weekly)</b>  |                      |                      |
| PW                     | New Clifford Library & Medical Centre - 7 Brown St                            |                      |                      |
| PW                     | Clifford Fire Hall & Old Cemetery behind Fire Hall - 17 Allan St E            |                      |                      |
| PW                     | Clifford Water Tower - 26 Nelson St W   |                      |                      |
| <b>Palmerston</b>      |   | <b>Price Per Cut</b> | <b>Price Per Cut</b> |
| R                      | Lawrence Park & Ball Diamond - 320 Boulton St                                 |                      |                      |
| R                      | Fountain Park - 164 William St  |                      |                      |
| R                      | Arena Fairgrounds & Ball Diamonds - 520 Cavan St                              |                      |                      |
| R                      | Lot Beside Grant's Service Centre & Norgan Theatre                            |                      |                      |
| R                      | Heritage Park - 160 Main Street W to Toronto St                               |                      |                      |
| R                      | CN Property Train Tracks - Pool to Albert St <b>(weed eat when requested)</b> |                      |                      |
| R                      | CN Station - 168 William St   |                      |                      |
| R                      | Palmerston Lions Clubhouse Property   |                      |                      |
| PW                     | Town Entrance Signs – Whites Rd, Main St W & Main St E                        |                      |                      |
| PW                     | Milton Seiler, Toronto St. Triangle   |                      |                      |
| PW                     | Milton Seiler Lot   |                      |                      |
| PW                     | Jane St. Road Allowance   |                      |                      |
| PW                     | White's Rd. Pumping Station & Road Allowance - 445 White's Rd                 |                      |                      |
| PW                     | PUC Building & Beside Post Office - 215 William St                            |                      |                      |
| PW                     | Road Allowance between Main St and Bell St                                    |                      |                      |
| PW                     | Palmerston Sewage Treatment Plant   |                      |                      |
| PW                     | Palmerston Cemetery - 5240 Highway 23   |                      |                      |
| PW                     | Weed Eat Cemetery <b>(bi-weekly)</b>  |                      |                      |
| <b>Minto and Other</b> |   | <b>Price Per Cut</b> | <b>Price Per Cut</b> |
| R                      | Beehive Park - 6286 Wellington Road 109                                       |                      |                      |
| R                      | Rail Trail – Greenbush to Clifford <b>(monthly)</b>                           |                      |                      |
| R                      | Inkerman St. to 7 <sup>th</sup> Line <b>(monthly)</b>                         |                      |                      |
| PW                     | Pioneer Catholic Cemetery <b>(2x/year only)</b>                               |                      |                      |
| PW                     | Municipal Office Grounds - 5941 Highway 89                                    |                      |                      |
| <b>Subtotal</b>        |   |                      |                      |
|                        | HST (13%)   |                      |                      |
| <b>Grand Total</b>     |   |                      |                      |

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| Other  |                                   |  |  |
|--------|-----------------------------------|--|--|
| R & PW | Rate Per Hour For Additional Work |  |  |
| R      | Extra Cut Per Ball Diamond Price  |  |  |
| R      | Extra Cut Per Soccer Pitch Price  |  |  |

| Equipment to be Used |                     |             |              |
|----------------------|---------------------|-------------|--------------|
| Year                 | Description & Brand | Horse Power | Cutter Width |
|                      |                     |             |              |
|                      |                     |             |              |
|                      |                     |             |              |
|                      |                     |             |              |
|                      |                     |             |              |
|                      |                     |             |              |
|                      |                     |             |              |
|                      |                     |             |              |

**18.0 CONTRACTOR CONTACT INFORMATION**

**CONTRACTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**HST #:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**NAME & TITLE:** \_\_\_\_\_

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**19.0 TOWN PROPERTY GRASS CUTTING 2019**

The Town reserves the right, at its sole discretion, to offer the grass cutting services in 2019 to the contractor that is awarded this tender; should they be desirous to do so at the rates they propose to charge the Town in 2018.

**20.0 REFERENCES**

List 2 references for whom you have completed prior work.