



REQUEST FOR BID

City of Morden Turf Maintenance 2017-2021

City of Morden
Parks Department
100-195 Stephen Street
Morden, MB R6M 1V3

Closing Time: February 3rd, 2017 4:00pm CST
[Email address]



TURF MAINTENANCE CONTRACT Index

SECTION 1.0 Invitation to submit Bids

SECTION 2.0 Agreement

SECTION 3.0 Instructions to Bidders

SECTION 4.0 Bid Form

SECTION 5.0 Definitions

SECTION 6.0 Additional Considerations

SECTION 7.0 Additional Information



TURF MAINTENANCE CONTRACT SECTION 1.0 Invitation to Submit Bids

- 1.1 Project Description**
- 1.2 Delivery of Opening Bids**
- 1.3 Project Organization**
- 1.4 Project Location**



1.1 Project Description

The work to be done under this Contract consists of turf maintenance, specifically mowing and line trimming, within property owned by the City of Morden for each growing season from 2017 to 2021.

The scope of work is divided into the following 2 sections as follows:

A) Finished Cut Mowing and line trimming

- *Priority 1*
- *Priority 2*

B) Rough Cut Mowing and line trimming

The Bidder may bid on any or all section (A or B) or (A and B), with the City reserving the right to award any section to any Bidder considering prices of each section and pursuant to clauses regarding acceptability and evaluation of bids.

1.2 Delivery and Opening of Bids

The date and time of Bid Closing are 4pm local time on February 3rd, 2017. The City will receive Bids at the City Office:

100-195 Stephen Street
Morden, MB
R6M 1V3

The submission must be contained in a sealed envelope or package, labeled as follows:

City of Morden
Turf Maintenance Contract
Bidder's Name/Entity
Bidder's Contact Information

The Bid submission must contain:

- Bid Form;
- A list of equipment the Bidder intends to use for this contract.



The City reserves the right to reject an incomplete Bid.

Bids submitted after the above time will be returned to the Bidder unopened.

The City may accept Fax and Email copies of the documents at its discretion. Should the City choose to accept Bid Submissions in that format, the successful Bidder must provide the City with the originals within one calendar week of the Bid closing date. Any Bidder wishing to submit in this format must contact the City to make such arrangements.

The City will not consider oral submissions, or any other form of submission not identified herein, for acceptance.

The City will accept amendments to a Bid submission providing that such amendment is submitted in writing, signed by the person(s) who signed the original submission, and that it arrives prior to Bid Closing in a sealed envelope labeled with the details described above. Such amendments must be in accordance with the Bid Documents.

Bids will be analyzed by the City after which any part or all parts of the Contract may or may not be awarded, to one or more Bidders subject to the discretion of the City.

The City reserves the right to accept or reject any or all offers.

Bidder may withdraw an unopened bid submissions until Bid Closing either in person or by phone. After Bid Closing, Bids may not be withdrawn.

Bid submissions will remain unopened until such time as the City chooses to open. If there is to be a public opening of Bid submissions, the City will advertise the time and location on the City's website.

1.3 Project Organization

The City of Morden representatives are:

Director of Community Services
Clare Agnew
204-822-5431 ext. 222
cagnew@mordenmb.com



Parks Manager
Shawn Dias
204.362.3999
sdias@mordenmb.com

1.4 Project Location

The Project is located in different parts of the City of Morden. Maps and tables in Section 7.0 in this document contain maps and tables indicating the location, area and physical description of the turf maintenance contract.



TURF MAINTENANCE CONTRACT

Section 2.0: Agreement

- 2.1 Agreement**
- 2.2 Contract Documents**
- 2.3 Payment**
- 2.4 Contract Agreement**
- 2.5 Contractor's Representation**
- 2.6 Inquiries and Addenda**
- 2.7 Rights and Remedies**
- 2.8 Form of Agreement**

2.1 Agreement

The agreement will be prepared in accordance with the Agreement Form as amended in this section.

2.2 Contract Documents

The following documents together with this Agreement, shall constitute the Contract Documents:

- A. Instructions to Bidders
- B. Bid Form
- C. Addenda (if any)
- D. Notice of Acceptance
- E. Definitions
- F. Additional Considerations
- G. Maps and Location List

2.3 Payment

The contractor shall keep records of turf maintenance and the corresponding dates of maintenance for each location within each growing season from 2017-2021.

Provided that the City may withhold or nullify whole or part of any payment to such an extent as may be necessary to protect the City from loss on account of:

- The Contractor's unsatisfactory execution of the work.
- Claims or liens filed or reasonable evidence indicating the probable filing of claims or liens.
- Failure to comply with reasonable requests by the City to complete works to the Standard of Maintenance.
- Failure to produce records of turf maintenance, location and corresponding date.

It is anticipated that payment will be made at the end of each month within the growing season. This will be 5 monthly payments starting at the end of May to

the end of September 2017. The payment amount will be the total price divided by 5.

Total Price indicated on the unit price table will equal the amount in dollars to perform all turf maintenance activities for 1 growing season.

The supplementary price table indicates the price/acre for each section. This price will be used for turf maintenance prior to May 1st and after Sept 30th and will be used in the event of additions or deletions to the contract.

Over the 5 year contract period we will assume the Manitoba Consumer Price Index (CPI) yearly adjustment for years 2-5.

- Please identify any items that you see relevant to a possible change in costs for years 2-5 that may not be included in the Manitoba Consumer Price Index adjustment.

2.4 Contract Agreement

To perform / fulfill every agreement contained in the Contract Documents and to furnish all labour and equipment unless otherwise indicated, together with all work incidentals thereto necessary and required to perform all the turf maintenance described in the Contract Documents and which have been executed in duplicate by both parties and which were prepared by the City.

2.5 Contractor's Representations

In order to induce the City to enter into this agreement the Contractor makes the following representations:

The contractor is skilled in the mowing and trimming for the purposes of turf maintenance to the Standard of Maintenance as described in the Contract Documents.

The contractor has the necessary equipment and labour force to complete the work to the Standard of Maintenance from start of growing season to end of growing season for the duration of the contract.

The Contractor has examined the maps and location descriptions of the work areas and understands the Standards of Maintenance as they pertain to finished and or rough cut areas.

The Contractor has given the City written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor or, no written notice having been given, the Contractor takes no exception to the Contract Documents as written.

2.6 Inquiries and Addenda

For any inquiries relating to the Bid please contact as indicated in Section 1.3.

Clarifications, interpretations, and explanations may be made in the form of Addenda. The City may issue addenda during the Bid period and will distribute such Addenda to all persons known by the City to have obtained a set of the Bid Documents. All such Addenda shall become part of the Bid Documents.

No oral clarifications, interpretations, or explanations by any person whatsoever shall bind the City in the interpretation of the Bid Documents.

The City will consider any requests for extension to Bid Closing but reserves the right to do so at its own discretion.

2.7 Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

The Contract shall be interpreted under and governed by the laws of Province of Manitoba and Canada.

2.8 FORM OF AGREEMENT

This agreement made in duplicate this _____ day of _____ (month), 2017.

BETWEEN: Contractor (the “Contractor”)

AND: City of Morden (the “City”)

This agreement witnesses that the Contractor and City agree as follows”

1. The Contractor agrees to and shall provide the necessary labour and equipment required to perform the work to the Standard of Maintenance as required by the Contract Documents.
2. The Contractor agrees that the City may add, delete or change maintenance areas at any given point over the contract period.
3. The City shall pay the Contractor the Contract price, as required by the Contract Documents.
4. The Contract Price shall be as follows:
 - a. The Bid Amount, as set out in the Bid Form (Section 4), for the total prices agreed upon and for the actual areas maintained to the standard of maintenance performed by the contractor; and
 - b. Any payments made on account of changes, as may be required by the Contract documents.
5. The City reserves the right to add or delete work areas within the contract period and payment will be calculated as per section 2.3 of the Agreement within the Contract Documents.
6. The Contractor shall commence the work on the start of growing season date as agreed upon by both parties and shall complete the works by the end of season date as agreed upon by both parties.
7. The Contract documents, including the Bid Form, all appendices and Addenda, shall form a part of this Agreement.



- 8. The Contractor shall not assign the Contract, or any portion of the Contract, or any payments due or become due under the Contract, without the express written consent of the City.
- 9. Any damage to infrastructure resulting in rectification work will be performed by the City and charged at full cost to the contractor.
- 10. The Contractor will conduct turf maintenance activities within the growing season to the standards of maintenance as follows:
 - Finished Cut, Priority 1 works areas is a height no less than 2.5 inches and not to exceed 3.5 inches.
 - Finished Cut, Priority 2 works areas is a height no less than 2.5 inches and not to exceed 4 inches.
 - Rough Cut works areas is a height no less than 4 inches and not to exceed 8 inches.

Time is of the essence in this Agreement.

The Undersigned acknowledge to have read the contract and accepts the terms and conditions thereof.

IN WITNESS WHEREOF the Contractor and the City have executed this Agreement as of this _____ day of _____(month), 2017

Witness

City of Morden

Contractor

Mayor

City Manager



TURF MAINTENANCE CONTRACT Section 3.0: Instructions to Bidders

- 3.1 Bid Documents and Submission of Bids**
- 3.2 Acceptability and Evaluation of Bid**
- 3.3 Bid Documents**
- 3.4 Omissions or Discrepancies**
- 3.5 Contract Security**
- 3.6 Goods and Services Tax**
- 3.7 Manitoba Retail Sales Tax**
- 3.8 Commencement of the Work**
- 3.9 Equipment and Labour**
- 3.10 Subdivision of Work**
- 3.11 Maps and Information Documents**
- 3.12 Bid Withdrawal**
- 3.13 Currency**
- 3.14 Agreement between the City and the Bidder**
- 3.14 Wavier**
- 3.15 Information Requests**
- 3.16 Health and Safety**
- 3.17 Standard of Maintenance**
- 3.18 Time of the Essence of the Contract**



3.1 Bid Documents and Submission of Bids

Bid shall be made on the Bid Form provided and shall be submitted in a sealed envelope clearly marked as indicated in Section 1. Bids must be submitted at the City Office:

100-195 Stephen Street
Morden, MB
R6M 1V3

before the **Bid Closing Time of 4:00 p.m. on February 3rd, 2017.**

The Bids received after the Bid Closing Time shall be returned to the Bidder unopened.

Bid Documents shall be available as follows:

100-195 Stephen St, Morden, MB;
City website;
By contacting as indicated in Section 1.3

The City will consider any requests for extension to Bid Closing but reserves the right to do so at its own discretion.

All requirements that use word “shall” or “must” are mandatory and the Bidder’s Bid must substantially comply or fulfill such requirements or it shall be as non-compliant/ all requirements that use the term “should” are desired and the Bidder’s response to such requirements shall be considered in analyzing the Bid.

The City shall not be responsible for lost or misplaced Bids, or amendments to Bids, if the Bidder hasn’t placed it at the City Office.

All Bids should be signed and sealed in the case of a corporation and in the case of an individual, partnership or non-incorporated organization should be signed and witnessed.

3.2 Acceptability and Evaluation of Bid

The City, at its own discretion, reserves the right to:

- Accept any Bid;
- Reject any Bid;
- Accept a Bid which is not the lowest Bid;

- Reject a Bid even if it is the only Bid received by the City;
- Accept all or any part of a Bid.

The City reserves the right to reject any Bid containing errors, omissions, erasures, items not part of the Bid form, or any obviously unbalanced Bid.

The City may disqualify or reject Bids containing non-qualifying conditions or otherwise failing to comply with the Bid Documents. The City reserves its right to reject or retain for its consideration non-qualifying Bid submissions.

The City reserves the right to require a Bidder to submit qualifications and experience to prove that the Bidder is capable of completing the Turf Maintenance. The City may choose to disqualify any Bidder who it deems as inexperienced, or for any other reason may not be capable of completing the works.

The City will request that a list of equipment to complete the Works is supplied by the contractor in the Bid Form.

The City will notify the successful Bidder in writing that its Bid has been accepted.

The City may take into account the following criteria to determine the successful bidder:

- the qualifications of the Bidder;
- Bid Prices of any one section or all sections; and/or of any item in any section;
- the City's (positive or negative) relationship with any Bidder;
- the quality and responsiveness of the Bid, including, without limitation, all requested information;
- quality of previous work done for the City;

3.3 Bid Documents

The Bid Documents shall consist of the following:

1. Instructions to Bidders;
2. Bid Form;
3. Addenda (if any);
4. Agreement;

5. Definitions;
6. Additional Considerations
7. Maps and Location Descriptions

3.4 Omissions or Discrepancies

Should the Bidder find discrepancies in, or omissions from, the Bid Documents, or be in doubt as to their meaning, it should at once notify the City, who may send an Addendum to all Bidders.

No oral interpretation made by the City to any Bidder as to the meaning of any part of the Bid Documents shall be binding upon the City, or be effective to modify any of the provisions of the Bid Documents. Words and abbreviations used in the Bid Documents which have well known technical or trade meanings, or are defined in the Bid Documents, shall be interpreted in accordance with such meanings or definitions. Every request for an interpretation shall be made in writing and promptly forwarded to the City at the following address:

Director of Community Services
Clare Agnew
204-822-5431 ext. 222
cagnew@mordenmb.com

Parks Manager
Shawn Dias
204.362.3999
sdias@mordenmb.com

3.5 Contract Security

The successful Bidder shall submit the following original documentation to the City within seven (7) days of the notification of acceptance of Bid:

- An original certificate of insurance as per MWSB Clause 10 (1) in the amount of \$2,000,000.

3.6 Goods and Services Tax

It shall be assumed, unless otherwise stated, that the Bid Price does not include federal Goods and Services Tax (GST). The appropriate GST levy shall be paid to the successful Bidder in addition to the amount approved by the City for Work performed under the Contract and, therefore, shall not affect the Bid Price.

3.7 Manitoba Retail Sales Tax

The Bid Price will include all Applicable Retail Sales Tax. The Bidder shall allow in his prices for all Retail Sales Tax that he may be required to pay on materials and equipment to be utilized or expended in the construction of the works.

The City will not consider any claim by the Contractor or any subcontractor for reimbursement of Retail Sales Tax paid.

3.8 Commencement of the Work

The Commencement Date of the Work shall be the start of the growing season date in the year 2017. Growing season start and end dates will be agreed upon by the City and the Contractor.

3.9 Equipment and Labour

The Contractor shall be responsible for the provision of all the equipment, tools, and labour required to complete the works to the fulfillment of the terms of the Contract Documents. The cost for this shall be deemed to be included in the Contract Price.

The Contractor shall supply a list of equipment to complete the Works including the following information:

- Type
- Make
- Model
- Year

3.10 Subdivision of Work

Subject to the rights of the City and according to the Contract Documents the Contractor shall be solely responsible for and shall supervise and direct the works. The Contractor shall determine the means, methods, techniques, sequences, and procedures to complete the Works as per the standard of maintenance. The Contractor shall be responsible for the administration of the Works.

3.11 Maps and Information Documents

The Maps and Information documents are furnished merely for the general reference and convenience of each Bidder and do not form part of the Bid Documents. The Information Documents are not in any way represented, warranted or guaranteed to be accurate or complete by the City. Each Bidder acknowledges and agrees that the City does not owe any duty of care to it concerning the accuracy or completeness of the Maps and Information Documents.

The Bidder is responsible for examining the work locations before submitting a Bid. The Bidder is responsible for familiarizing itself with and allowing for all site conditions including the project locations, local conditions, access locations and limitations, topographical conditions, presence of obstructions, working widths, and all other site conditions which may affect the Turf Maintenance.

The Bid is deemed to include the cost of working in these conditions and the City will not consider additional payment or time extensions due to site conditions which were or would have been reasonably foreseeable given a proper inspection of the site by the Bidder.

3.12 Bid Withdrawal

Any Bidder may withdraw its Bid either personally or by written request prior to the Bid Closing Time.

The withdrawal of a Bid shall not prejudice the right of such Bidder to submit a new Bid. If a Bid is withdrawn after the Bid Closing Time, the accompanying Bid Security (where required) is subject to forfeiture in like manner as in the failure to execute an Agreement after award as provided herein.

3.13 Currency

All dollar amounts stated in the Bid Documents are in Canadian dollars unless otherwise indicated.

3.14 Agreement between the City and the Bidder

The Bidder agrees that the City's sole obligation is to give consideration to the Bid in accordance with the Bid Documents. In return, the Bidder has prepared and submitted its Bid, and agrees:

1. to enter into a contract with the City in accordance with the Bid Documents if the City issues a notice of acceptance within thirty (30) days of the Bid Closing Time (or such longer period as is agreed between the parties) (the "Bid Period"); and
2. that the Bid is irrevocable, valid and shall remain open for acceptance for the Bid Period.

3.14 Waiver

The Bidder hereby waives any claim for damages or costs of any nature against the City (including, without limitation, the cost of preparing and submitting the Bid, and any anticipated profits and contributions to overhead) arising out of the City's use of its discretion under the Bid Documents.

3.15 Information Requests

The Bidder shall comply with any reasonable requests for information made by the City, including information about the Bidder and the equipment to be used to complete the Turf Maintenance.

3.16 Health and Safety

The Contractor is responsible for ensuring that all activities under its control, for the duration of the works, are conducted in compliance with the Province of Manitoba's Workplace Safety and Health Act including all relevant Regulations.

The Contractor alone shall at all times be responsible for the safety of its employees and other persons and equipment lawfully on the work site. The Contractor shall be responsible for maintaining the Work Site as a safe place to work and perform the work in a manner which meets all applicable requirements and standards for the Work Site.

The Contractor shall obtain and maintain Workers Compensation Insurance as required by the Workers Compensation Act. The Contractor shall be registered and be in good standing with the Workers Compensation Board. The Contractor acknowledges that the City may query the Contractor's standing with the Workers Compensation Board at the City's discretion, and the City reserves the right to reject a Bid submission on the basis of the Contractor's standing with the Workers Compensation Board.

The Contractor will, at all times during the turf maintenance process, take every precaution to ensure the safety of vehicular, bicycle, and pedestrian traffic.

3.17 Standard of Maintenance

The Standard of Maintenance includes the maximum and minimum height of all grass species and competing broad leaf weeds to which the Turf Maintenance Type shall be maintained. It is assumed that both mowing and line trimming are inclusive to achieve the Standard of Maintenance.

The Standard of Maintenance for Finished Cut, Priority 1 work areas is a height no less than 2.5 inches and not to exceed 3.5 inches.

The Standard of Maintenance for Finished Cut, Priority 2 work areas is a height no less than 2.5 inches and not to exceed 4 inches.

The Standard of Maintenance for Rough Cut work areas is a height no less than 4 inches and not to exceed 8 inches.

In addition to the mowing heights the overall standard of maintenance shall include the maintenance surrounding existing green infrastructure (i.e. trees and shrubs) and ensure that existing infrastructure is not damaged or degraded by maintenance activities.

3.18 Time of the Essence of the Contract

Time shall be deemed to be the essence of the contract. The Bidder, having carefully examined the locations of the proposed works, and having read, understood and accepted the provisions, maps, standard of maintenance and conditions attached hereto, each and all of which forms part of this Bid, agrees to have the works under the contract "Substantially Performed" to the standard of maintenance as specified in the contract.

Failure by the Contractor to complete any of the works to the satisfaction of the City by the specified standards of maintenance shall result in the issuance of a demand by the City to the Contractor. The demand will identify the physical location, the area in acres, the date, and the time required to rectify. If the



demand is not completed to the standard of maintenance within the requested time then a penalty will result. The penalty will be calculated by the following:

1% multiplied by the total price (as identified in the unit price table).

Total price is the cost estimate for all turf maintenance activities within 1 growing season. The penalty will occur in the month from which the demand was in non-compliance.



TURF MAINTENANCE CONTRACT Section 4.0: Bid Form

BID FORM TURF MAINTENANCE CONTRACT City of Morden, Manitoba

TO: City of Morden
Community Services,
Parks Department
100-195 Stephen Street
Morden, MB, R6M 1P2

1. We, _____ (Contractor) do hereby offer to provide all labour, equipment and services to complete all works in accordance with the Standard of Maintenance including Addenda numbered ____ to ____ for the selected Sections as indicated in the Unit Price Table, for the estimate sum as indicated in the unit prices table submitted.
Bid Form (carried from summary) **includes ALL taxes except GST**
2. We acknowledge that the City reserves the right to accept or reject any part of the offer or the complete offer, and that the City will issue the successful bidder, or bidders if the offers received are to be awarded partially, written Letter(s) of Authorization. We agree that the City reserves the right to enter into a Contract for any Section, or all, of the areas of work detailed in the Maps and List of Work Areas and in the Schedule of Unit Prices and to limit the extent of the work if necessary.
3. We, having examined and read the Bid Documents, and having visited the Locations of Turf Maintenance and examined all conditions affecting the Turf Maintenance, are satisfied that we understand the Bid Documents and declare ourselves competent to perform the work, and do hereby irrevocably bid and agree to perform the work in accordance with the Bid Documents, and submit the following Schedule of Unit Prices which include all labour, equipment, services, and respective overhead, profit, taxes (excluding GST), disbursements, and related charges, to complete all work in accordance with the Standards of Maintenance for the selected Sections as indicated in the Schedule of Unit Prices, with any adjustments that are made in accordance with the provisions of the Contract.
4. This Bid is irrevocable, and open for acceptance by the City, for the Bid Period. Upon acceptance of this Bid, the City shall issue the Notice of Acceptance to the Bidder. Communication to the Bidder of the Notice of Acceptance by delivery, facsimile or posting by prepaid mail shall constitute acceptance of this Bid.
5. Within seven (7) Days from the date of receipt of the Contract Documents, the Bidder shall execute and return the Agreement, together with the Contract Security required pursuant **section 3.5** of the Instructions to Bidders, to the City. Should the Bidder fail to execute and return the Agreement and

Contract Security as aforesaid, whether any other bid has previously been accepted or not, the Bid Security shall be forfeited to the City and the City shall be entitled to withdraw the Notice of Acceptance. The forfeiture of the Bid Security shall not be construed as a waiver of any rights or remedies which the City may have against the Bidder for loss or damage incurred or suffered in excess of the amount of the Bid Security.

6. The Agreement shall be dated as of the date of the Notice of Acceptance.
7. The Bidder shall perform the Work in such manner so that the Standard of Maintenance is achieved for the work areas during the growing season as defined by start and end of growing season dates within each year of the contract.
8. No person, firm or corporation other than the Bidder has any interest in this Bid or in the proposed Contract for which this Bid is made and to which it relates. This Bid is made by the Bidder without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a bid for the same Contract, and is in all respects fair and without collusion or fraud.
9. The prices quoted in this Bid are valid and open for acceptance by the City for a period of thirty (30) calendar days from the time stated for the closing of receipt of Bid.
10. The total price as indicated on the Unit Price Table is the dollar amount estimated to perform turf maintenance activities, as outlined in the bid documents, for 1 growing season. Over the 5 year contract period we will assume the Manitoba Consumer Price Index (CPI) yearly adjustment for years 2-5.
11. The Bidder acknowledges that the descriptions in the Schedule of Unit Prices are intended as summaries of the Work solely for the purpose of establishing Contract Prices, and do not restrict or modify any specification sections.

12. SCHEDULE OF UNIT PRICES

The following are Unit Prices for all Sections for the Work listed hereunder. The Bidder may Bid on any Section or all Sections. The City reserves the right to award any Section to any Bidder considering the prices for each Section and pursuant to **section 3.2** of the Instructions to Bidders. You must also provide a price/acre in the supplementary price table corresponding to the sections a total price is provided in the unit price table.



Unit Price Table:

SECTION	TURF MAINTENANCE TYPE	AREA (ac)	TOTAL PRICE (\$)
A	FINISHED CUT Priority 1 (2.5 to 3.5)	8.79	
	FINISHED CUT Priority 2 (2.5 to 4)	82.32	
B	ROUGH CUT (4 to 8)	118.0	
C	FINISHED & ROUGH CUT	209.11	

Signature of Bidder

Supplementary Price Table

SECTION	TURF MAINTENANCE TYPE	AREA (ac)	PRICE (\$) /ACRE
A	FINISHED CUT Priority 1 (2.5 to 3.5)	8.79	
	FINISHED CUT Priority 2 (2.5 to 4)	82.32	
B	ROUGH CUT (4 to 8)	118.0	

Signature of Bidder

13. EQUIPMENT LIST

The following are a list of Equipment make, model and year which will be employed to complete the Work to the Standard of Maintenance.

Equipment Type	Make	Model	Year

TURF MAINTENANCE CONTRACT

Section 5.0: Definitions

The following words and terms, unless context indicates otherwise, in all Contract Documents, shall have the meanings set out below:

- A. "ADDENDA" means any supplemental written specifications, instructions, or drawings issued prior to the execution of the Agreement, modifying or interpreting the Contract Documents.
- B. "AGREEMENT" means the agreement set out in Section 2.
- C. "BIDDER" means the person, persons, partnership, or corporation that submits a Tender for the proposed works.
- D. "CITY" means the party identified in Section 2. *Agreement* as the "City".
- E. "CHANGE ORDER" is a written amendment to the Contract prepared by the City and signed by the City and the Contractor stating their agreement upon:
 - a change in the Work;
 - the method of adjustment or the amount of the adjustment in the Contract Price, if any; and
 - the extend of the adjustment in the Contract Time, if any.
- F. "CONTRACT" is the undertaking by the parties to perform their respective duties, responsibilities, and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties.
- G. "CONTRACT DOCUMENTS" consist of those documents listed in Section 2. *Agreement* and amendments agreed upon between the parties.
- H. "CONTRACT PERIOD" means the total length of the Turf Maintenance Contract which is the start of growing season 2017 to the end of growing season 2021.
- I. "CONTRACT PRICE" means the price set in Section 4. *Bid Form*.
- J. "CONTRACTOR" means the party identified in Section 2. *Agreement* as the "Contractor".
- K. "DEFICIENCY LIST" means the list of defective, deficient or incomplete items necessary for the completion of the works.
- L. "EXTRA WORK" means any work required by the Contractor to complete the Works that are not included in the unit rates of the Contract, or could not have been reasonably foreseen at the time of Tender.

- M. "EQUIPMENT" means all machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the Work but is not incorporated into the Work.
- N. "GROWING SEASON" is defined by environmental conditions existing that would allow for cool season grasses and broadleaf weeds to grow to a height that exceeds the maximum height as defined in the Standards of Maintenance.
- O. "NOTICE OF ACCEPTANCE" means the written notice to the Contractor to proceed with the works outlined in the Contract Documents.
- P. "PRODUCT" means materials, machinery, equipment, and fixtures forming the Work, but does not include Construction Equipment.
- Q. "STANDARD OF MAINTENANCE" means the minimum and maximum height requirements of the grass and broadleaf weeds within a work area as defined by the maintenance type.
- R. "SUBSTANTIAL COMPLETION" means that the work has been sufficiently completed to the standard of maintenance.
- S. "TURF MAINTANANCE TYPE" means the category of maintenance being referred to as; Finished Cut Priority 1, Finished Cut Priority 2, and Rough Cut.
- T. "WORK" means the turf maintenance activities (mowing and line trimming) and related services required by the Contract Documents.



TURF MAINTENANCE CONTRACT

Section 6.0: Additional Considerations

6.1 Scope of Work

The work to be done under this contract shall consist of mowing and trimming City of Morden property as listed in Appendix and shown in approximation on the maps to the Standard of Maintenance based upon the category of cut (Rough/Finish) and the priority as it refers to Finished Cuts.

6.2 Addition and Deletion of Works

The City reserves the right to add, delete or change an area within the mowing season and contract period.

Such additions, deletions or changes will be in written notice to the contractor including a map, location description, area and unit price change.

6.3 Direction of Work

The Contractor shall carry out the Contract in such a manner that may appear to him to be the most desirable, the City at his discretion may direct the order in which the work shall be undertaken. This control shall be exercised in the interests of the City and the annually scheduled events that occur on City property throughout the year. Communication regarding order of work will be provided in writing by the City to Contractor with reasonable notice.

6.4 Protection and Safety Precautions

The Contractor shall provide the necessary precautions to safeguard against any fire or explosion hazards during construction. The Contractor shall further provide adequate safety protection for personnel engaged in this work and for all others who are exposed to the work environment under this Contract.

Adequate and sufficient guards for the prevention of accidents shall be installed and maintained on all equipment by the Contractor.

In the event of an accident occurring at or on the works, the Contractor shall be bound to immediately provide such medical services, including ambulance, as shall ensure proper care being given to the injured party.

The Contractor shall assume full responsibility for, and be liable for, any loss, injury or damage incurred to abutting property, structures, vehicles, pedestrians and animals caused through neglect by the Contractor or his employees during turf maintenance operations.

6.6 Operating Times of Day

Pursuant to the City of Morden By-law No. 08-2013 which states:

3(c) (i)

No person shall operate or permit the operation of any mechanical powered saw, drill, sander, grinder, lawn or garden tool, snowblower, or similar device used outdoors, to create a noise nuisance at the point of reception at any time except between the hours of 6:00 A.M. and 11:00 P.M. on weekdays and Saturdays and between the hours of 10:00 A.M. and 11:00 P.M. on Sundays.

6.7 Existing Trees, Shrubbery

The Contractor must exercise caution while maintaining around existing trees. Tires, guards, and trimmer wire, if in contact with trees, will cause significant damage and reduce the function of the trees growth and increase the exposure to insect and disease

6.8 Record Keeping

The Contractor shall keep records of maintenance locations and associated dates. The City shall, at point during the contract period, request that the Contractor produce such records.



6.9 Litter

During the turf maintenance operations the Contract shall not mow over any litter within the maintenance areas. Litter will be collected and disposed of by the Contractor. In a case of excessive litter causing significant time delays the Contract will communicate with the Parks Manager such circumstances.



TURF MAINTENANCE CONTRACT
Section 7.0: Additional Information

7.1 Tables

Category A - Turf Maintenance - Finished Cut - Priority 1

ACRES	NAME
2.42	Mountain Street (Thornhill St. to North City Sign)
2.25	Thorhill Street Boulevards (34 Blocks) - Mow & Whip
0.21	Livingston Park
0.37	Stephen Street (Confederation Park)
0.18	Mountain Street (Parkhill Drive North to Curb)
0.60	Morden East Sign Entrance (Bruce)
1.38	Lion's Park (Soccer Field)
1.39	3M - Soccer Field
8.80	TOTAL AREA

Category A - Turf Maintenance - Finished Cut - Priority 2

ACRES	NAME
0.17	West "Welcome To Morden" Sign
0.24	Thornhill Street (Co-op)
0.06	Mint Street (Drain)
0.20	Rose Street (Reserve)
1.64	Grant Street (South of Grant & West of Gardwine)
0.51	Grant Street (North of Grant St. & West of Bernie's)
0.17	Stepler Park
0.02	Stephen Street (Civic Centre)
0.32	LaVerendrye Boulevard (West Side)
0.10	Birchwood Drive Public Walkway
0.10	Rose Street Circle
0.20	Milne Apartments (South Boulevard)
0.26	Drainage Ditch (East of Eldon's Furniture)
0.37	Warky's to Kopper Kettle Frontage
0.02	6th Street - 332 Walkway
0.03	North Fence Line - North of Civic Centre
0.06	9th Street Boulevard
0.16	Brookside Way Bridge - (Both Sides)
0.03	Brick Boulevard - Stephen Street
0.15	Ole Street - West Boulevard
10.38	Hillside Cemetery
0.94	Rampton Park



16.83	Morden Park
0.16	Conner Hill Drive (Reserve)
3.12	Stepler Park
1.43	Elk's Park (Pembina Dr.)
0.21	1st Street (South of CLC to North of CLC East Ditch)
1.08	Progressive RD to Academy
0.03	Back Lane Between
0.01	7th St. Blvd - Back Lane to Stephen St.
0.03	8th St. blvd from back land to Stephen St. both sides
0.01	Video Visions Boulevard - Stephen St.
0.02	Nelson St. blvd-between Stephen St. & back lane east side
0.01	7th St. blvd-between Stephen St. & back lane both sides
0.01	7th St. blvd-between back lane & North Railway west side
0.03	North Railway blvd from 7th St. to 8th St. North Side
0.04	Lot - West of Friendship Centre
0.13	Lake Sign
0.83	Lot East of Thrift Store
0.03	Brookside Way Boulevard
0.05	Maple Street North
3.73	Access Event Centre
0.29	Rampton Drain Easement
0.42	Tim Horton's & TJ Auto Frontage
0.79	Parkhill Drive West
1.10	Loren Drive
1.04	Stephen Street (Milne Park)
1.23	PTH 3 East - Pathway to Homestead South
0.18	6th Street - 332 Walkway
0.11	South Railway and Mountain Street
0.02	Stephen St. South side between 3rd and 4th
0.01	Stephen Street Backlane (Nelson and 8th)
19.89	Minnewasta Campground Lake & Recreational Area
0.20	Pinnancewaywinning Trailhead
0.52	Drain North of Co-op (Wardrop Street to Parkhill Drive)
0.35	Drain North of Co-op (Wardrop Street to Parkhill Drive)
6.31	3M Recreational Area
4.28	Lion's Park
0.25	Minnewasta Bay
80.88	TOTAL AREA

Category B - Turf Maintenance - Rough Cut

ACRES	NAME
1.44	Colert Road
2.67	Thornhill Street Service Road (Highway Boulevard and Gaslight Dr)
1.74	Mountain Street South (Progressive Road to PR 432)
1.68	Mountain Street North (Parkhill Dr to Road 14N - East Side)
5.77	Wilcocks Road (Both Sides Includes Compost Site)
2.92	Route 100 (Both Sides)
1.84	1st Street (West Side)
1.02	Lot South of EM Church (Rampton St)
1.55	South Railway Street
2.60	Railway Spur Easement
2.95	Conner Hill Dr Public Reserve
5.33	Dogwood Street Public Reserve and Residential Lots
2.44	Pinnancewaywinning Parcel
3.48	Cochlan Drive to Jefferson Street Drain and Easement
1.02	Jefferson Street
20.37	CP Railway Line ROW (Both Sides)
24.35	PTH 3 (Victoria Street to Road 27 W)
8.59	Loren Drive (Rough Cut)
4.57	South Lagoon Trunk
5.36	North Lagoon Trunk
0.67	Road 14 N
0.25	Elam Street
0.43	Elam Street (Burwalde Drive Access)
1.49	Drain North of Co-op (Wardrop Street to Parkhill Drive)
3.01	Old Dump
4.81	Lagoon Roadways
3.03	Mud Bog
0.93	Buhler Drive

116.29 TOTAL AREA

