

Tillsonburg Minor Soccer Club



**Tillsonburg Minor Soccer Club**

**TENDER**

**Lawn Maintenance - Grass Cutting 2025-2028**

**Tillsonburg Soccer Park**

**275 Quarter Town Line**

**Closing Date: Friday, February 28, 2025 at 4:30p.m. EST**

**Deadline for Submission of Questions: Friday, February 21, 2025 at 4:30pm EST**

## **LAWN MAINTENANCE - GRASS CUTTING SERVICES**

### **INSTRUCTIONS TO BIDDERS**

1. **GENERAL:** Unit price tenders shall be submitted on the form provided, in a sealed envelope which shall be clearly marked “**Lawn Maintenance – Grass Cutting 2025 2028**”.  
  
Tenders will be received by mail only at:  
**Tillsonburg Soccer Club**  
PO BOX 276  
275 Quarter Town Line Road  
Tillsonburg, ON N4G 4H5  
**The lowest or any tender not necessarily accepted.**
2. **SCOPE:** The scope of this tender is for the supply of all labour and equipment required to cut grass and trim the specified Tillsonburg Soccer Club lands as outlined below.
  - a. Peak Season (3rd week of April through Labour Day - Playing field areas to be cut two (2) times per week at a height of 2". Playing field cuts are to be scheduled Monday (rain-day is Tuesday) and Thursday (rain day is Friday) and completed by 3:30p.m. Surrounding areas to be cut one (1) time per week at a height of 3" on Thursdays (rain day is Friday). Trimming around all fencing, buildings and amenities to be completed bi-weekly.
  - b. Late Season (Labour Day through October 31 - Four (4) designated playing fields to be cut one (1) time per week at a height of 2". Remainder to be cut one (1) time per week at a height of 3". Trimming around all fencing, buildings and amenities to be completed bi-weekly.
  - c. Movable goals and mesh on fixed nets are to be shifted and replaced as required to cut and trim crease goalmouth areas.
  - d. A diagram has been provided for the bidders' convenience. **The diagram is not to scale.**
  - e. The anticipated start date is April 14, 2025.
3. **TERM:** TMSC is seeking to enter into a service agreement for the 2025 grass cutting season. Upon ongoing mutual agreement by TMSC and the successful contractor, the contract may be extended for each of the 2026, 2027 and 2028 seasons. Unless canceled by either party with written notice of no less than 60 days prior to the expiration of the initial term or any extension term, the contract will renew automatically at the end of each season until November 2028 at which time it will be put out for bid to all interested parties
4. **PRE-BID SITE MEETING:** A pre-bid site meeting will be held on Friday, February 14, at 4:30pm. Bidders are encouraged to attend to review and familiarize themselves with the work areas.
5. **RIGHT NOT TO ACCEPT OR REJECT TENDERS:** Tenders may be invalidated if the forms are not properly and fully completed. Tenders must be on the form provided. No substitutions will be considered. TMSC shall be the sole judge of such matters. If only one tender is received, TMSC will open it, however, reserves the right to accept or reject it.

6. **UNACCEPTABLE TENDERS:** Each item in the Tender Form shall be a reasonable price for such item. Under no circumstances will an unbalanced tender be considered. TMSC will be the sole judge of such matters, and should any tender be considered to be unbalanced then it will be rejected by TMSC.
7. **ABILITY AND EXPERIENCE OF CONTRACTOR:** TMSC reserves the right to reject the tender of any contractor who does not furnish satisfactory evidence of sufficient capital, equipment and experience to successfully execute and complete the work in the specified time. Past performance of any particular contractor will also be a consideration.
8. **PAYMENTS:** Payment will be made subject to the provision of monthly invoices submitted to TMSC with appropriate documentation. Lump sum fees for mowing will be paid in equal monthly amounts. Payments will be made within 30 days of receipt of said invoices via electronic funds transfer (EFT). Contract payments will be based on invoices submitted by the contractor and verified by TMSC. A certificate from the Workplace Safety and Insurance Board (WSIB) shall be provided indicating that all payments by the Contractor to the WSIB in conjunction with this contract have been made and that TMSC will not be liable to the WSIB for future payments in connection with this contract. **The Certificate shall be provided prior to commencement of the work and upon completion of each season.**
9. **INQUIRIES DURING TENDER PERIOD:** Contractors are advised that inquiries regarding the interpretation of this document shall be directed **in writing** to TMSC by email at [info@tillsonburgsoccer.ca](mailto:info@tillsonburgsoccer.ca). Answers to inquiries will be issued via written addenda. The deadline for submission of questions is Friday, February 21, 2025 at 4:30pm. No addenda will be issued after February 24, 2025.
10. **OCCUPATIONAL HEALTH AND SAFETY ACT (R.S.O. 1980) & REGULATIONS:** The Contractor must ensure compliance with the Occupational Health and Safety Act and Regulations (the Act) and indemnify Tillsonburg Minor Soccer Club for any failure to do so.
  - a. In order to avoid any misunderstanding as to the nature of the work to be performed herein, the Contractor unequivocally acknowledges that it is the constructor within the meaning of the Act, and the Contractor undertakes to carry out the duties and responsibilities of a constructor with respect to the work. The Act provides, in addition to other matters, that:
  - b. The measures and procedures prescribed by the Act and the Regulations are carried out for the duration of the work performed under this contract;
  - c. Every employer and every worker performing work under this contract complies with the Act and the Regulations; and
  - d. The health and safety of workers performing work under this contract are protected.
11. **UTILITIES:** The Contractor shall be responsible for contacting the necessary agencies for information regarding the exact location of all utilities, exercise the necessary care in operations, and to take other such precautions as are necessary to safeguard the utilities from damage.
12. **LIABILITY INSURANCE, INDEMNIFICATION AND HOLD HARMLESS:** The Contractor shall indemnify and save harmless the Tillsonburg Minor Soccer Club from and against all

claims, demands, loss, damages, etc. The limit of liability insurance shall be a minimum of **\$2,000,000** (two million dollars) in respect of any one accident. Prior to the commencement of work the Contractor shall provide TMSC with proof of said insurance, naming Tillsonburg Minor Soccer Club as additional insured with respect to the Contractor's operations, acts and omissions relating to the Contractor's obligations under this Contract. The policy shall include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors; protective, products and completed operations, contingent employers' liability, cross liability and severability of interest clauses.

13. **EXECUTE AGREEMENT:** Tenders shall be open for acceptance for a period of 30 days after the closing date. After this time, the tender may only be accepted with the consent of the bidder. The successful bidder shall execute the contract documents (agreement attached) and furnish the required documentation within ten (10) business days of receipt of notification of Acceptance of Tender. Failure by the successful bidder to meet the above requirements will entitle TMSC to cancel the award of the contract, to retain the bid deposit, and/or retain any unpaid monies as compensation for damages sustained due to the bidder's default. TMSC may award the contract to one of the other bidders or take other action as it sees fit.
14. **LOCATION OF WORK:** The work will be located within the Tillsonburg Soccer Park at 275 Quarter Town Line, Tillsonburg. A diagram showing the location of the work area has been provided for the bidders convenience. Bidders are encouraged to attend the pre-bid meeting at the time and location listed in the documents.
15. **GOVERNMENTAL REQUIREMENTS:** The Contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Orders in Council and By-laws, which could in any way pertain to the work outlined in the Contract or to the Employees of the Contractor.
16. **NOTICE TO CONTRACTORS REGARDING EMPLOYMENT:** The Contractor and any subcontractor of the Contractor will, respective of this Contract:
  - a. Employ only residents of Canada and those persons legally able to work in Canada; and
  - b. In employing persons, refrain from discriminating against any person by reason of race, religion, political affiliation, gender or sexual orientation.
17. **HOURS OF WORK:** The Contractor agrees to follow the "Hours of Work" legislation with respect to hours on and off duty. The contractor may be required to work on weekends, before sunrise and after sunset.
18. **TERMINATION OF CONTRACT:** If the Contractor expressly or by implication repudiates the contract herein, TMSC may terminate this agreement immediately upon written notice.

Notwithstanding the above, TMSC shall retain any other right which it may have in law to claim for any and all damages which it may suffer as a result of the Contractor's breach of the provisions set forth in this contract.

**SPECIAL PROVISIONS**

19. **CONTRACTOR RESPONSIBILITIES:**

- a. The Contractor agrees to provide, supply, own and maintain all the equipment required to properly and safely perform the work unless otherwise agreed.
- b. Mower blades will be kept sharp at all times to prevent blade tearing.
- c. The Contractor agrees to supply competent operators available at all times in order to ensure the operation is continuous. Continuous means grass cutting will be completed in its entirety prior to any outside contractual obligations).
- d. The Contractor's operator(s) shall hold a valid driver's license and be qualified and trained to operate in a safe and appropriate manner the grass cutting/ landscape maintenance units being supplied by the Contractor. TMSC may require the operator to pass written, oral or practical tests as it sees fit at any time before or during the cutting season.
- e. The Contractor's operator(s) shall hold valid fertilizer, herbicide and pesticide licenses and The Contractor shall provide proof of same prior to application of any chemicals.
- f. TMSC may require the Contractor to provide proof of operator training.
- g. The Contractor agrees to provide a phone number or pager where contact can be made 24 hours a day.
- h. The Contractor is expected to communicate any concerns immediately to TMSC.

20. **DESCRIPTION OF WORK:**

- a. TMSC expects that grass on playing fields is to be kept at a maximum of 2.5" through multiple weekly cuts to a length of no shorter than 1.75".
- b. Grass not on playing fields is to be kept at a maximum of 4" in height.
- c. Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers.
- d. Grass clippings will be left to restore nutrients, unless excess clippings create an unsightly appearance. No clumped grass clippings are to be visible on the playing fields after cutting.
- e. Trimming and edging equipment will be equipped with manufacturer's guards to deflect hazardous debris.
- f. All walkways will be blown after edging to maintain a clean, well-groomed appearance.
- g. All operations will be performed with promptness, efficiency and in a manner satisfactory to the Board of Directors of TMSC.
- h. Any damage (by mowing or trimming) to park property including sod, fencing, nets irrigation heads and trees will be the responsibility of the Contractor. Any substandard work is to be remedied immediately to the satisfaction of TMSC. Payment will be withheld until substandard work is remedied.
- i. The Contractor will be required to address, at their expense, any additional work to address a deficiency as a result of the operations. Any costs incurred by TMSC as a result of the Contractor's actions will be deducted from the payments owed to the Contractor.
- j. TMSC may, at its sole discretion, award additional work to the Contractor, at the general hourly rate quoted. A satisfactory work schedule may be mutually agreed upon by TMSC

and the Contractor. Providing a general hourly rate does not require the Contractor to take on additional work. Obtaining a general hourly rate does not require TMSC to award additional works.

- k. The Contractor must receive approval from TMSC prior to completing any additional work. Payment will only be provided for approved work.

21. **WEATHER OR OTHER FACTORS:** TMSC reserves the right to request reduced and/or no service at any time due to weather or any other factors. The Contractor will be paid proportional to the percentage of work completed.

22. **RATES AND PAYMENT:** During the lifetime of the Contract TMSC agrees to pay the Contractor within 30 days of the date of receipt of invoice for the previous month's work, for any invoices received by the first Monday of the month. The Contractor's operator shall fill out forms to report work times and accomplishments as required by TMSC.

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**Appendix A: Diagram**



**CUT STANDARD:**

**Peak Season** (3rd week of April through Labour Day - Playing field areas to be cut two (2) times per week at a height of 2". Playing field cuts are to be scheduled Monday (rain-day is Tuesday) and Thursday (rain day is Friday). . Surrounding areas to be cut one (1) time per week at a height of 3" on Thursdays (rain day is Friday). Trimming around all fencing, buildings and amenities to be completed bi-weekly.  
**Late Season** (Labour Day through October 31 - Four (4) designated playing fields to be cut one (1) time per week at a height of 2". Remainder to be cut one (1) time per week at a height of 3". Trimming around all fencing, buildings and amenities to be completed bi-weekly.

**FORM OF TENDER – F-1**

I/WE the undersigned agree to perform Lawn Maintenance – Grass Cutting for the Tillsonburg Minor Soccer Club as required by the Board of Directors of TMSC in compliance with the terms, conditions and specifications noted in the tender.

<b>CONTRACTED SERVICES</b>					
<b>Service</b>	<b>Unit</b>	<b>Unit Price for each year</b>			
		<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
Peak Season cutting playing fields to 2”	Lump sum per year				
Late Season cutting designated fields to 2”	Lump sum per year				
Cutting non-playing fields to 3”	Lump sum per year				
<b>PROVISIONAL SERVICES – PLEASE PROVIDE PRICING. TMSC RESERVES THE RIGHT TO AWARD <u>OR NOT TO AWARD</u> NONE, SOME OR ALL OF THESE SERVICES.</b>					
<b>Service</b>	<b>Unit</b>	<b>Unit Price</b>			
		<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
Trimming around all fences, amenities and buildings	Per trim				
Laying out initial field lining at start of season	Per season				
Setting all stationary goals into place at start of season	Per season				
Moving all stationary goals off fields at end of season	Per season				
Refreshing the lining on fields	Per lining				
Rolling all playing fields	Per roll				
Aerating all playing fields	Per aeration				
Applying fertilizer to all fields (TMSC to provide fertilizer)	Per application				
Applying herbicide as directed (not including cost of product)	Per application				
Additional work (miscellaneous TBD tasks)	Per hour				



Tillsonburg Minor Soccer Club

<b>Company Name</b>	
<b>Phone Number</b>	
<b>After Hours Number (Cell Phone)</b>	
<b>Fax Number</b>	
<b>HST Registration #</b>	
<b>Company Seal (if Incorporated)</b>	

I/we the undersigned acknowledge that the lowest or any tender not necessarily be accepted by TMSC and that TMSC reserves the right to award partial work as it sees fit.

Prices noted are inclusive of any and all transport, float charges, fuel charges etc.

All tender pricing shall be at the unit specified.

<b>Signature</b>	
<b>Printed Name</b>	
<b>Date</b>	

<b>BIDDER'S EXPERIENCE IN SIMILAR WORK – F-2</b>			
<b>Year Completed</b>	<b>Description of Work</b>	<b>For Whom Work Performed (incl. contact info)</b>	<b>Value</b>

**To be completed and returned with tender submission.**

**Date:** \_\_\_\_\_

**BIDDER'S EQUIPMENT – F-3**

**Provide a list of equipment that will be used to perform the work outlined in this tender.**

**To be completed and returned with tender submission.**

**Date:** \_\_\_\_\_