



**Request for Tender No. 19 PRRA 01
*Amendment***

Amendment

**TENDER FOR
THE MAINTENANCE OF
GREEN AREAS FOR
THE PORTAGE REGIONAL RECREATION AUTHORITY**

DEADLINE FOR RECEIPT OF TENDER IS:

2:00 P.M. LOCAL TIME

DATE: Wednesday, October 2, 2019

LOCATION: Stride Place

245 Royal Road South

PORTAGE LA PRAIRIE, MANITOBA

R1N 3C5

EXCEPT WHERE EXTENDED BY ADDENDUM, PROPOSALS RECEIVED LATER THAN THE TIME STATED ABOVE WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

SUBMISSIONS MARKED "TENDER FOR MAINTENANCE OF GREEN AREAS – 19 PRRA 01 " ARE TO BE MADE TO:

ANGIE SHINDLE
GENERAL MANAGER
PORTAGE REGIONAL RECREATION AUTHORITY INC.
245 ROYAL RD SOUTH
PORTAGE LA PRAIRIE, MANITOBA

GENERAL ENQUIRIES MAY BE DIRECTED TO:

Mr. Randy Miller, Facility Operations Manager

PHONE (204) 857-7772 ext 2226

Package No. _____

PORTAGE REGIONAL RECREATION AUTHORITY
TENDER FOR THE MAINTENANCE OF GREEN AREAS
BIDDING INSTRUCTIONS

BI.1 TENDER SUBMISSION:

It is the intent of this Contract that the Contractor, in a good and workmanlike manner, shall maintain green areas for the period of April 1, 2020 to October 31, 2023, in accordance with the tender documents. The Contractor and his staff shall exercise good public relations in carrying out his work under this Contact.

BI.2 UNIT PRICE:

The PRRA agrees to pay the Contractor, as full and complete compensation for work satisfactorily performed, in accordance with the rates provided in the Tender Agreement. The PRRA will issue a duly authorized Purchase Order to acquire those services specified in the General Terms and Conditions, prior to the work being performed.

Prices tendered shall be gross prices including all applicable duty, freight cartage, Federal and Provincial Taxes and all other charges governmental or otherwise, whether now in effect or hereafter imposed and including profit and all compensation which shall be due to the Contractor for supplying labour, materials, plant and supervision not only for the classifications expressly specified but for those which have been omitted and all details necessarily connected with the completion of the Work and all risks and contingencies connected herewith.

If the contract price includes a duty or tax imposed or levied by any competent government body or agency and that duty or tax is subsequently removed or varied in any way, the PRRA shall have the right to request an adjustment of the contract price to reflect such removal or variance.

BI.3 QUALIFICATION:

No Contract shall be awarded to any bidder, who in the judgement of the General Manager, is not a responsible Bidder, or does not have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract. Each Bidder shall be prepared to submit, on request of the PRRA, the following information:

- 1) Proof that he is incorporated or otherwise authorized to do business in Manitoba;
- 2) Proof that he is financially capable of carrying out the terms of the Contract;
- 3) Proof that he has successfully carried out work, similar in scope and value, or is fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- 4) Such other pertinent data as may be required by the Facility Operations Manager.

The Bidder shall complete the Qualifications Listing, Schedule "B", giving a list of previously completed work, similar in scope and value, in sufficient detail to demonstrate his qualification to undertake this work. The Bidder shall also complete Schedule "B2", listing equipment available to him for this contract.

BI.4 SIGNATURES:

The Tender Agreement shall be signed in accordance with following requirements:

- 1) If the Bid is submitted by a sole proprietor carrying on business in his own name, his name shall be printed immediately above his signature; or
- 2) If the bid is submitted by a person carrying on business under a name other than his own, his business name shall be printed immediately above his signature; or
- 3) If the bid is submitted by a partnership, the full name of the firm or business shall be printed immediately above the signature of the partner or partners who have authority to sign for the partnership; or
- 4) If the bid is submitted by a corporation, the full name of the corporation shall be printed immediately above the signature of its duly authorized officers and the corporate seal affixed. If the corporate seal is not affixed to the tender, the signatures shall be witnessed and proof of signing authority shall be provided; and
- 5) The signature of persons bidding must be in their respective handwriting.

Bids submitted by agents proposing to represent principals must be accompanied by a Resolution of the principals or by an irrevocable Letter of Authority and Direction from the principals in a form satisfactory to the PRRA's Solicitor showing that the agents are duly authorized to sign and submit the Tender Agreement Submission on behalf of the principals and have full power to execute the Contract on behalf of the principals, which Contract, when so executed, will bind the principals and have the same effect as if it were duly signed by the principals.

In the case of a joint Bid being submitted to two or more persons, the work "Bidder" therein and the

pronouns referring to the Bidder shall be understood to have a plural meaning, and the undertakings, covenants and obligations of such joint Bidders in the Tender Submission and in the Contract, when awarded, shall be both joint and several.

BI.5 DISCREPANCIES:

Bidders, who find discrepancies or omissions in the Tender Package or are unsure of the meaning or intent thereof, shall notify the Facility Operations Manager.

The Facility Operations Manager, if deemed necessary, shall issue an Addenda to all Bidders.

Addenda will be issued at least seventy-two (72) hours prior to the Time and Date set for Final Receipt of Bids in clause BI.8. Bidders are advised to direct all questions or comments to the Manager at least one hundred and forty (140) hours prior to the Time and Date set for Final Receipt of Bids in BI.4 to allow time for the preparation and distribution of the necessary Addenda.

Notwithstanding the generality of the foregoing, the Facility Operations Manager may extend the Time and Date set for the Final Receipt of Bids at any time for cause.

It is hereby declared and agreed by the Contractor that this Agreement has been entered into by him on his own knowledge respecting the work to be performed and all other matters which can in any way affect the work under this Tender Agreement, and the Contractor does not rely upon any oral interpretations or information given or statement made to him in relation to the work described in the Tender Package.

BI.6 IRREVOCABLE BID:

Bids submitted by the Bidder shall be open for acceptance, binding, irrevocable, for a period of SIXTY (60) Calendar Day following the Time and Date set for the Final Receipt of Bids in BI.8.

The acceptance by the PRRA of any Bid shall not release the Bids of the next two lowest evaluated responsible Bidders and these Bidders shall be bound by their Bids on such Work until a Contract for the Work has been duly executed, but any Bid shall be deemed to have lapsed unless accepted within the time period specified above.

BI.7 TENDER SUBMISSION:

The Tender Submission shall consist of:

- a) the Tender Agreement Between the PRRA and the Contractor, in duplicate;
- b) Schedules A to E;
- c) Bid Security; and
- d) Consent to provide surety – Performance Bond

The Tender Submission shall be fully completed and returned by the Bidder with all required entries made clearly and completely in ink, preferably blue, to constitute a formal Bid. The Tender Submission shall be submitted enclosed and sealed in the envelope provided. The envelope must be clearly marked "Tender for Maintenance of Green Areas – 19 PRRA 01", and with the Bidder's name and address.

Samples or other submissions required to accompany the Tender Submission may be packaged separately, but shall be clearly marked with the Tender Number, the Bidder's name and address, and an indication that the contents are supplemental to his Tender Submission.

Tender Submissions shall be submitted no later than the Time and Date set for Final Receipt of Bids.

Except where extended by Addendum, Tender Submissions received after the Time and Date set for Final Receipt of Bids will not be accepted and will be returned unopened.

BI.8 RECEIPT OF BIDS, OPENING OF SUBMISSIONS:

Tenders shall be submitted by WEDNESDAY, OCTOBER 2, 2019, by 2:00 p.m. local time. Tender Submissions will be opened at 2:00 p.m. local time at the Stride Place, 245 Royal Rd South., Portage la Prairie, Manitoba.

BI.9 SUBMISSION EVALUATION:

Upon evaluation of the written proposals, the General Manager or its authorized representative(s) will submit a Tender Award recommendation to the PRRA Board of Directors for their approval and authorization.

THE LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED.

BI.10 WITHDRAWAL OF BIDS:

Bidders may withdraw their Bid without penalty at any time prior to the Time and Date set for Final Receipt of Bids.

BI.11 REJECTION OF BIDS:

The PRRA may reject all or any Bid and/or waive technical requirements if, in the judgement of the Facility Operations Manager, the interests of the PRRA so require.

BI. 12 Bid Security

Each Tender Submission shall be accompanied by Bid Security, in the form of:

- 1) an irrevocable Letter of Credit, certified cheque or bill of exchange drawn on a bank, credit union, caisse populaire, or trust company entitled to conduct business in the Province of Manitoba, in such form as shall be determined by the Solicitor and drawn on a Manitoba Branch of such institution in the amount of at least (5%) of the total contract price; or
- 2) a bid bond of a Surety Company entitled to conduct business in the Province of Manitoba, in such form as shall be determined by the Solicitor in the amount of at least (5%) of the total contract price.

The Bid Security of the successful Bidder and the next two lowest evaluated responsive bidders will be released by the PRRA when a contract for the Work has been awarded by the PRRA.

The PRRA will not pay interest on certified cheques furnished as Bid Security.

BI.13 PERFORMANCE SECURITY:

Upon award of the contract, and prior to the start of Work, the successful Bidder shall provide Performance Security in the form of:

- 1) A Performance Bond in the amount of one twenty-eighth of the contract (equal to one month of seasonal payment); or
- 2) An irrevocable letter of Credit, certified cheque, or bill of exchange drawn on a bank, credit union, caisse populaire or trust company entitled to conduct business in the Province of Manitoba in such form as shall be determined by the Solicitor and drawn on a Manitoba branch of such institution in the amount equal to one twenty-eighth of the total contract price (one month seasonal payment).

The successful Bidder shall provide the required Performance security following notification of the award of the Contract and Prior to the commencement of any work and on an annual basis prior to April 1 of each year of the contract.

The contractor shall submit with his bid, a letter indicating consent to provide surety from a recognized surety agency.

BI.14 AWARD OF THE CONTRACT:

The PRRA will award the Contract, or announce that no award will be made, on or before OCTOBER 31, 2019. Bidders will be bound by their Bid for this period.

**MAINTENANCE OF GREEN AREAS FOR THE
PORTAGE REGIONAL RECREATION AUTHORITY
GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES**

1.00 DEFINITIONS:

Where use in these General Terms and Conditions and in the other documents forming part of the Contract:

- 1.01 "Bid" or "Tender" means the offer as proposed by the Bidder submitted on the Tender Submission. The terms "Bid" or "Tender" are used interchangeably herein;
- 1.02 "Bidder" means any person submitting a Bid for the Work;
- 1.03 "Bulky waste" means large items of refuse including furniture, automobile parts, large crates not exceeding 35 Kilograms in weight, tree cuttings not exceeding 1.5 meters in length or 100 millimetres in diameter in bundles not exceeding 35 kilograms in weight;
- 1.04 "PRRA" means the Portage Regional Recreation Authority
- 1.05 "General Manager" means the person or his designate employed by the Portage Regional Recreation Authority
- 1.06 "Contract/or Contract Documents/or Tender Documents" means the combined documents consisting of the Agreement; Addenda; the Bidding Instructions, these General Terms and Conditions; the Tender Submission and all their exhibits mentioned in the Contract Documents as forming part thereof;
- 1.07 "Contractor" or "Operator" means the person undertaking the execution of the work under the terms of the Contract;
- 1.08 "Facility Operations Manager" means the person or his designate employed by the Portage Regional Recreation Authority occupying the position of the same name.
- 1.09 "Facility Scheduling Coordinator" means the person or his designate employed by the Portage Regional Recreation Authority occupying the position of the same name.
- 1.10 "Each year" means each of the years 2020, 2021, 2022, and 2023.
- 1.11 "Garbage" means any rejected animal and vegetable waste including food packaging, material with residual food materials resulting from the handling, preparation, cooking or serving of

food in households, institutions or commercial establishments and market wastes resulting from the handling, storage and selling of food in wholesale and retail stores and markets;

- 1.12 "Green areas" means those areas and grounds set out in the schedules;
- 1.13 "Holiday" means New Year's Day, Louis Riel Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day; and any other day proclaimed as a public holiday by the Provincial, Federal or Civic Government.
- 1.14 "Rubbish" means burnable material such as paper, rags, cartons, boxes, wood excelsior, bedding, rubber, leather, plastic, grass clippings, weeds, leaves, dead wood, garden wastes as well as tin cans, metals, ceramics, metal foil and glass;
- 1.15 "Special events" means activities with a gathering of 200 or more persons;
- 1.16 "Specification" means the written description of the physical or functional characteristics of the supplies, and services, or any part thereof, including without limitation any requirement for testing or inspection;
- 1.17 "Sub-Contractor" means a Person contracting with the Contractor or another Sub-contractor of the Contractor for the execution of a part of parts of the Work or for the furnishing of material;
- 1.18 "Terms of contract" means the period commencing April 1, 2020 and ending October 31, 2023.
- 1.19 "Tournament" means an event in which three (3) or more games are played in succession in the same day;
- 1.20 "Work" means the carrying out and the doing of all things whether of a temporary or permanent nature, that are to be done by the Contractor, pursuant to the terms and conditions of the contract and in particular, but without limiting the generality of the foregoing, includes the furnishing of all labour, services materials and/or equipment necessary or incidental to the performance of the Contract, including all Extra Work or Changes in the Work which may be ordered as herein provided.
- 1.21 "Work day" means each day of the week, Monday through Sunday.

2.00 TERM OF CONTRACT:

2.01 The term of the Contract shall be April 1, 2020 - October 31, 2023.

3.00 WORK:

3.01 PART 1:

The contractor shall at its own cost and expense maintain and operate all the green areas described in Schedules "C", and "D" from the 1st day of April to the 31st day of October in each year and without restricting the generality of the foregoing shall:

- a) Cut the grass and vegetation in the green areas described in Schedules "C", and "D" as often as may be necessary to maintain the grass and vegetation at a minimum of 5 cm and a maximum of 6.5 cm in height on the average every 7 days and possibly more frequently in the spring;
- b) Trim all plant growth to the water's edge of Crescent Lake in the areas described in Schedule "D" in every second week of the months of May, June, July, August and September in each year. Trim and prune trees around Stride Place and Splash Island at beginning of season.
- c) In area described in Schedule "D" clean up of loose garbage outside of facilities and maintain flower and limestone areas on a weekly basis.
- d) Ensure that no damage is done to trees and shrubs while cutting grass with mechanical string trimmers;
- e) Beginning and end of season maintenance, including but not limited too; Aeration, fertilizing, weed control and sod repairs and replacement.
- f) Watering diamonds and fields when needed during dry conditions.
- g) Repair and maintain the land, buildings and facilities described in Schedule "C" and without limiting the foregoing shall:
 - i. Pick up and remove to the 4.5 cubic meter container on site or to a bin designated for use, once a day, all garbage, rubbish and bulk waste;
 - ii. During scheduled or tournament play, pick up and place in approved receptacles twice a day all garbage, rubbish and bulk wastes.
- h) Parking Lot maintenance and grading described in Schedule "C"
- i) Level and refurbish with ball diamond mix all ball diamonds now containing ball diamond

mix once a day prior to the first ball game on that day. This includes Republic of Manitobah Park and Beaver Stadium. Refurbishing shall include filling with ball diamond mix or clay and leveling and compacting all low spots on infields of ball diamonds. The Contractor shall pick up the torpedo sand and clay from the PRRA stockpile at the Republic of Manitobah Park at his own expense.

- j) Groom all ball diamonds once per week in such a manner that there will be no ridges on the grass edges of infields caused by build up of sand under the grass. This may be done with a power broom or landscape rake or other equipment of the contractor's choice.
- k) Maintain batting cages on a weekly basis or as needed.
- l) Edge all ball diamonds once per month to prevent the encroachment of grass onto sand infields.
- m) Remove mechanically, once a week, all plant growth from the infield mix areas of the infields of ball diamonds.
- n) When the users are entitled to the use of facilities according to the Rental Policy, place all equipment owned by the PRRA including bases, base pads, home plates, pitching plates, portable fences and soccer field corner flags in the appropriate field and in a proper manner prior to all practices and games and remove the equipment immediately following the practices and games. When scoreboard is needed user is to pick up scoreboard no earlier than 30 minutes prior to their rental, staff must be present to hand out scoreboard. When user is done scoreboard is place in drop off box.
- o) The contractor is to supply Field Line Painting Equipment to carry out the following and the PRRA will supply the paint:
 - i. Draw and lay down all ball diamond lines at the Republic of Manitobah Park and Beaver Stadium with lines of white lime 5 cm wide once a week from the 1st day of May to the 30th day of September of each year and keep the lines in good condition and repair throughout each week to standards acceptable to the Manager.
 - ii. If requested by user mark and delineate each ball diamond at the Republic of Manitobah Park and Beaver Stadium with lines of white lime 5 cm wide prior to placing any playing equipment in the field for scheduled tournaments.
 - iii. Mark and delineate each soccer and football field at the Republic of Manitobah Park by marking lines in the grass 5 cm wide before soccer and football play commences and maintaining the lines by marking once in the first week of each of the months of May, June, July, August, September and

October in each year, to standards acceptable to the Manager.

- iv. Apply white latex paint on the scribed lines 5 cm wide immediately following marking in the months of May, June, July, August, September and October if fields are booked in each year to standards acceptable to the Manager. Plus 1 additional painting, in the months of May and June at the start of the third in week of the month.
 - v. The Contractor shall make lines on all soccer fields with an 18" to 22" hand mower set at a height of 1 inch maximum at a minimum of once per week in the months of May, June, July, August, September and October for the length of the contract.
- p) Contractor is responsible to set up and take down PRRA owned portable outfield fencing when user groups request during booking. This includes all Ball Fields at the Republic of Manitobah Park.
- q) Clean and refurbish all washrooms once a day during normal use and twice a day or as often as may be required during periods of heavy use and during tournaments at Republic of Manitobah Park (2 facilities).
- r) Maintain the washrooms to standards acceptable to the Facility Operations Manager. Maintenance shall include but shall not be limited to:
- i. Sweeping, dusting, washing and disinfecting of walls, floors, ceilings, windows, doors, plumbing fixtures and ledges on a daily basis.
 - ii. Washing and disinfecting all garbage receptacles, which are intended for indoor use, on a weekly basis.
 - iii. Ensuring that all toilet necessities including paper towels, cloth towels, toilet paper, feminine products, hand soaps and deodorants are kept supplied to all washroom and sink areas, at all times.
 - iv. Open the washrooms one hour prior to scheduled use and close them no earlier than 30 minutes after scheduled use at the Republic of Manitobah Park.
- s) Have no less than one person in attendance at Republic of Manitobah Park during the time it is used as set out in the Athletic Field Used Schedule supplied by the PRRA and that person shall:

- i. turn lights on and off at the playing field as directed by the Facility Scheduling Coordinator;
 - ii. fill out and deliver to the Facility Scheduling Coordinator the statistic report forms set out in Schedule "E". This must be signed by an authorized representative of the user group;
 - iii. assist user groups by providing rakes and other equipment owned by the PRRA when required, filling and leveling low spots on diamonds caused by rain, and generally responding to the needs of the user groups, providing that the Contractor may appeal to the Facility Operations Manager if it considers a request for assistance to be unreasonable or not in keeping with the intent and spirit of this agreement;
 - iv. ensure that the facility schedule rental is adhered to at all times.
 - v. Take all bookings outside of office hours including evenings, weekends and holidays. Ensure that these rentals are submitted to the PRRA facility scheduler the next business day.
- t) Maintain and keep all buildings, fences, stands, benches and other equipment owned by the PRRA and used on the premises described in Schedule "C", in a safe and clean condition to the standards required by the Manager and without limiting the foregoing shall:
- i. maintain all wire fencing by repairing breaks in wires, tightening wires, straightening bends or dents in wires and connecting wires to support pipes, replace/repair all missing or damaged fence posts or top railings, and tighten fences as needed;
 - ii. maintain all structures by tightening and securing bolts, removing or recessing protruding nails, replacing missing bolts, washers and nails and replacing broken or decayed boards;
 - iii. maintain buildings by replacing broken fixtures such as door hardware (handles, locks, hinges, etc.) broken benches, plumbing hardware (toilet handles, etc.) and removing graffiti.
 - iv. Maintain and upkeep soccer goal post and football uprights; paint as needed and directed by the Facility Operations Manager.
- u) Complete and deliver to the Facility Scheduling Coordinator such forms as the Facility Operations Manager may require including but not limited to Daily User Group Records,

Monthly User Group Statistics, Cleaning Supply Inventory Control, Equipment Logs and Monthly Facility Reports.

- v) Maintain, repair and properly store all PRRA owned play equipment supplied to the Contractor providing that the contractor shall identify and report to the Manager all repair work which is required but which the contractor is not able to perform.
- w) To repair at its own cost and expense all turf damaged by the Contractor. The repairs shall be affected by applying and leveling top soil and seeding the repaired areas with grass seed conforming to Canada No. 1 mixture of 60% Kentucky bluegrass and 30% Creeping Red Fescue and 10% Perennial Rye seeded at the rate of 1.0 kg per 135 square meters.
- x) The Contractor must have a mechanical sweeper available for use on PRRA property as requested by the Manager. Minimum acceptable width of sweeper would be 48". Payment for the sweeper would be by the hour as specified in Schedule "A".
- y) The Contractor will be responsible at his own cost to sweep turf areas built up with heavy grass clippings due to operator error or a late or missed cutting cuttings due to wet weather. The Contract shall be responsible to remove grass clippings to the PRRA Compost site at their expense.
- z) All grass cutting equipment should be of the fine or grooming cut type mowers. Preferred equipment is out front type mowers with assistance of gang type fine cut mowers.

3.02 PART 2

The contractor shall at its own cost and expense maintain the green areas described in Schedule "E" from the first day May to the first day of October in each year and without restricting the generality of the foregoing shall:

- a) Cut the grass and vegetation in the green areas described inn Schedule "E" as often as may be necessary to maintain the grass and vegetation at a minimum of 5.0 cm and a maximum of 10.0 cm in height. Once every 14 day cut on the average, more frequent in the spring as required;
- b) Ensure that no damage is done to trees or shrubs while cutting grass with mechanical string trimmers.

4.00 GENERAL:

4.01 Except where otherwise provided in this agreement, the Contractor shall, at its own cost and expense, supply all labour, vehicles, tools, equipment, implements, machinery and materials required to carry out the work herein.

4.02 The Contractor shall commence the work on the 1st day of April, 2020, and shall at all times

perform the work to the standards stipulated by the Facility Operations Manager.

- 4.03 The Contractor shall manage, record and implement daily changes and requests for facility rental services, and report changes once a week to the Facility Scheduling Coordinator so that changes to Group Billings can be made. Reports should be made on Monday or Tuesday of the following week.
- 4.04 The Contractor shall trim by mechanical means around all trees, hedges, fences, posts, buildings, parking areas, playing areas, play equipment, benches, garbage receptacles and fountains after each cutting of the grass in a manner not to cause damage to any of the above objects.
- 4.05 The Contractor shall cut and trim all green areas described in the schedules to the property line of adjoining private property and to the centre line of all public lanes, streets and right-of-ways.
- 4.06 Subject to Clauses 3.01 d, i, the contractor shall pick up and remove to the PRRA's large garbage bins once a week, all garbage, rubbish and bulk wastes found in any area in any of the schedules.
- 4.07 Except as otherwise provided in this agreement, the Contractor shall take orders, directions and instructions from the Facility Operations Manager, which it shall perform and discharge promptly and efficiently.
- 4.08 The Contractor shall use due care at all times that no person or property is injured or damaged, and that no rights are infringed in the performance of its obligations hereunder and be solely responsible for all damages by whomsoever claimable, in respect of the death of any person, and in respect of any injury to any person or damage to land, building, structures, fences, trees, roads or property, of whatsoever description, and in respect of any infringement of any right, privilege, or easement whatsoever occasioned in carrying out of such duties or any part thereof, or by any neglect, misfeasance or non-feasance on its part, or on the part of any of its agents or employees, and at its expense make such provisions as may be necessary to ensure the avoidance of any such death, injury, damage or infringement, and to prevent any danger or menace to the enjoyment of all their rights in and during the performance of its obligations; and indemnify and save harmless the PRRA from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner, based upon, occasioned by, or attributable to any such death, injury, damage or infringement. The provisions in this paragraph shall be applicable for 12 months after the termination of the agreement.
- 4.09 The Contractor shall maintain public liability and property damage insurance, insuring the PRRA and the contractor against claims for damages or injury to persons or property at or above the following figures:

Public Liability	\$2,000,000.00 for death of or injury to one person from any one accident
Property Damage	\$2,000,000.00 for damage to property arising from any one accident and provide proof of such insurance to the PRRA no later than twenty (20) days prior to April 1, 2020.

- 4.10 The Contractor shall comply with and perform all work in compliance with all laws of Canada, Manitoba and the bylaws of the PRRA and in particular shall comply with all provisions of the Worker's Compensation Act, and shall upon request present for inspection by the PRRA all documents showing compliance with the provisions of the Act. The contractor shall provide proof of workers compensation prior to the start of the contract and again at the start of each year of the contract.
- 4.11 The Contractor shall not assign the whole or any part of this agreement except with the consent of the PRRA in writing.
- 4.12 The PRRA has at its own discretion, and the right to extend the contract for two one-year terms at a price adjusted accordingly by an amount equivalent to the Consumer Price Index for Winnipeg.

5.00 THE RIGHTS AND OBLIGATIONS OF THE PRRA

- 5.01 The PRRA shall supply free of charge the infield mix, paint, lime/chalk, goal post and pegs, soccer nets and bases, garbage bags, fencing materials and toilet and cleaning supplies.
- 5.02 The PRRA shall pay monthly to the contractor for the work to be done by the contractor under this agreement, the equivalent of one seventh of the annual bid on the unit prices in the Schedule of Prices attached hereto as Schedule "A". The unit prices shall be calculated after the last day of each month and shall be paid within 30 days.
- 5.03 The PRRA may terminate this agreement for cause by giving the contractor 30 days' notice in writing and upon termination shall pay to the contractor the amount to which the contractor is entitled as of the date of termination in accordance with the unit prices in the Schedule "A".
- 5.04 Performance that is unsatisfactory to the PRRA will be subject to financial holdbacks starting in year 2 of the agreement. Any items that are of concern in the first year will be documented and recorded. Starting the second year the following holdbacks are applicable:
- 1st offence – 15% holdback of one month's contribution
 - 2nd offence – 25% holdback of one month's contribution
 - 3rd offence – 40% holdback of one month's contribution

Any further issues with unsatisfactory performance will result in the termination per 5.03.

- 5.05 The bid price shall be firm for a period from February 1, 2020 to January 31, 2021. The prices specified in the Schedule of Prices shall be adjusted on February 1, 2021, 2022 and 2023 for the subsequent contract year by the percent increase or decrease in prices for the previous contract year based on the percent change in the Consumer Price Index for Canada in the Winnipeg region.
- 5.06 This agreement shall ensure to the benefit of and be binding upon the parties hereto, their successors and assigns and time shall be of the essence in every respect.
- 5.07 The PRRA shall coordinate and issue the facility rental agreements with all user groups and the initial master facility rental schedule at the beginning of each season.

TENDER AGREEMENT BETWEEN THE PRRA AND THE CONTRACTOR

This Agreement made on the _____ day of _____ in the year two thousand ____ by and between The Portage Regional Recreation Authority

hereinafter call the "PRRA", and

hereinafter called the "Contractor"

witnesses: that the PRRA and the Contractor agree as follows:

Article A-1

The Contractor shall:

- a) perform the Work required by the Tender Documents for the Maintenance of Green Areas for the Portage Regional Recreation Authority; and
- b) do and fulfill everything indicated by this Agreement; and
- c) perform the Work from April 1, 2020 to October 31, 2023.

Article A-2

The Contractor shall maintain all green areas in accordance with the prices listed in Schedule A - Schedule of Prices.

Article A-3

Subject to applicable legislation and the provisions of the Contract Documents, the Contractor shall invoice the PRRA for all worked performed on a monthly basis. The PRRA shall, upon confirming the work was performed to satisfaction, pay the invoice within thirty (30) days of its receipt by the PRRA.

Article A-4

- a) 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

- b) No action or failure to act by the PRRA, or the 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.

Article A-5

Communications in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual, member, or officer of the firm or Corporation for whom they are intended or if sent by post or by telegram, to have been delivered within five (5) working days of the date of mailing, dispatch or of delivery to the telegraph company when addressed as follows:

Portage Regional Recreation Authority, Box 1059, Portage la Prairie, Manitoba, R1N 3C5

The Contractor at

Article A-6

The law of the Place of the Work shall govern the interpretation of the Contract.

Article A-7

In witness whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

Portage Regional Recreation Authority

PRRA Board Chair

General Manager

CONTRACTOR

Name

CORPORATE
SEAL

Contractor Agent's Name

Witness' Name

Signature

Signature

Title

Title



**Request for Tender No. 19 PRRA 01
*Amendment***

THE PRRA OF PORTAGE LA PRAIRIE

SCHEDULE "A" - SCHEDULE OF PRICES

Schedule	Area Listed or Extra	Monthly Cost	GST. Cost	Term Cost 28 months
C	80 Acre			
D	26 Acre			
E	23 Acre			
C	Extra per Acre Charge, per month			
D	Extra per Acre Charge, per month			
E	Extra per Acre Charge, per month			

The Total Term Cost for the maintenance of Green Areas listed in Schedule "C", "D" and "E" including all applicable taxes is

Contract Price 2020 to 2023 _____

GST _____

PST _____

Total contract price including all taxes _____

Extra Cost per hour for one person for infield raking, line marking, etc. _____/hr

Sweeper without tractor and operator _____/hr

Sweeper with tractor and operator _____/hr

* Note: Extra per acre, charged per year, can be used by the PRRA to reduce cost if acreage is permanently removed from contract.

Name of Bidder

PORTAGE REGIONAL RECREATION AUTHORITY INC.

SCHEDULE "C"

LIST OF PRRA MANAGED – ATHLETIC FIELDS

- | | |
|--|----------|
| 1. Rotary Republic of Manitobah Park including #9 Diamond Area,
Parking Lot and road connecting parking lots. | 77 Acres |
| 2. Beaver Stadium | 3 Acres |

TOTAL: **80Acres**

PORTAGE REGIONAL RECREATION AUTHORITY INC.

SCHEDULE "D"

LIST OF PRRA MANAGED – PROPERTY

- | | |
|---|----------|
| 1. Splash Island Water Park | 1 Acres |
| 2. Stride Place and Fairboard grounds - including up to the lake bank | 25 Acres |

TOTAL: **26 Acres**

PORTAGE REGIONAL RECREATION AUTHORITY INC.

SCHEDULE "E"

LIST OF PRRA MANAGED – PROPERTY

- 1. Open space area surrounding the Rotary Republic of Manitobah Park, Oxford, Cambridge Street, Former Driving Range, and St. John St and Behind Coop Gas Bar 23 Acres

TOTAL: **23 Acres**

