

ST. CLAIR REGION CONSERVATION FOUNDATION

205 Mill Pond Crescent

STRATHROY, ONTARIO

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**REQUEST FOR QUOTATION**

**THIS IS NOT AN ORDER**

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For the cutting of grass in the

Conservation Area(s) as required by the Director of Lands or his/her designate.

I/We hereby submit the following quote to cut grass on a per cut basis as per attached specifications and conditions. Mechanics Lien Act to apply to this tender. Lowest tender not necessarily accepted. For further information, contact the Director of Lands.

2017

2018

2019

Quote per cut **(Please submit this form with your quotation)**

(where required): \$ \_\_\_\_\_

(Please include all taxes)

Contractor Name: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

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

**(Lowest or any tender not necessarily accepted)**

GRASS CUTTING SERVICES

THIS AGREEMENT made this      day of December A.D. 20.

BETWEEN:

THE ST. CLAIR REGION CONSERVATION AUTHORITY

*hereinafter called the "Authority"*

-AND-

*hereinafter called the "Contractor"*

WHEREAS the Contractor intends to undertake the Grass Cutting at the Keith McLean Conservation Lands and Bates Property for a price of \$.

NOW THEREFORE WITNESSETH that in consideration of the mutual premises and covenants contained herein, the Foundation and the Contractor mutually agree as follows:

AREA

Grass to be cut is located in Keith McLean Conservation Lands and the Bates Property and in accordance with the attached maps.

EXAMINATION OF SITE

Each Contractor shall visit and examine the site and obtain a clear and comprehensive knowledge of the conditions and limitations.

CONTRACT TIME

Length of contract to run from April 15th to October 30th, 2017 through 2019.

GENERAL CONDITIONS

Collateral and Insurance

1. The Contractor shall, at the time that this agreement is signed, deposit with the Authority collateral in the amount of \$200.00 consisting of cash or certified cheque, to be held by the Authority as security for the due performance of this agreement (not required when submitting quotation).
2. The Contractor shall, at his own expense, obtain such public liability and property damage insurance as will protect the Contractor and the St. Clair Region Conservation Foundation, officers, agents and servants, against any claim for damages or personal injuries, including death, which may arise from, or be connected with, the operation of the contract, which insurance shall have a minimum limit of \$2,000,000.00 inclusive coverage for any one occurrence or accident. The insurance shall cover the period from April 15th to October 30th, in each year of the term of this agreement and the Contractor shall file with the Authority before commencement of the agreement proof of such insurance.
3. The Authority shall be under no liability whatsoever to any person, firm or corporation, for any damages or injury, including death, to any person or persons caused by or resulting from the operation of the tender by the Contractor or, his servants, or agents, and shall, from time to time, and at all times hereafter, protect, indemnify and forever save and keep harmless the St. Clair Region Conservation Foundation, its officers, agents and servants, against any damage, penalty imposed, assessed or incurred for any violation or breach of any law occasioned by any act, neglect or omission of the Contractor or his servants or

agents.

4. The Contractor shall employ only competent and orderly employees and he/she and his/her employees shall keep themselves neat and clean and shall be courteous to all members of the public using the lands.
5. In the performance of this agreement, the Contractor shall be an independent contractor and shall not be a servant or agent of the Authority, and the personnel of the Contractor shall be the servants of the Contractor and not the Foundation.

#### Material

All materials must be supplied by the Contractor and must be in good working order. The conservation authority may inspect the contractor's equipment prior to awarding of this contract.

#### Payment

The Contractor will invoice the St. Clair Region Conservation Foundation at the end of each month for work performed. Payments will be made on invoices that are accompanied by work orders signed by the property superintendent.

#### Safety

The Contractor shall be knowledgeable of, and abide by, the provisions of all legislative enactments, by-laws and regulations in regard to health and safety in the Province of Ontario, as well as specific health and safety instructions which may be given to the Contractor by the Authority and without limiting the generality of the foregoing, the Contractor shall specifically ensure that the Contractor is knowledgeable of and performs all obligations imposed by the Occupational Health and Safety Act of Ontario.

#### Workplace Safety and Insurance Board

The Contractor accepts full and exclusive liability for the payment of all premiums, assessments, etc. imposed under the Workplace Safety and Insurance Board (WSIB).

All Contractors are required to provide a "Certificate of Clearance", from the WSIB. This should be submitted prior to any work beginning.

If at any time the Contractor or the Contractor's worker is unsure of the course of action to follow, work should stop and one of the St. Clair Region Conservation Authority representatives should be immediately contacted for assistance.

#### Termination

The Contractor agrees that the Authority reserves the right to postpone or cancel this Agreement where, in the opinion of the Authority, the commencement or continuation of the work would produce results unsatisfactory to the Authority and the Contractor further agrees that in the event of the aforementioned cancellation the Authority is under no further obligation to reward all or any part of the incomplete work to the Contractor in the form of a new Agreement. As well under this contract, a Contractor may be released for shortage of work or funds.

Where the Authority cancels this Agreement under the above paragraph, the Authority agrees, subject to the Agreement, to pay the Contractor for the unpaid portion of the services performed in accordance with the Agreement up to the date and cancellation notice is deemed to be given.

Assignment, Alteration and Substitution

The Contractor agrees that this Agreement, or any part thereof, shall not be assigned, altered or subcontracted without the prior written consent of the Authority.

From time to time the Authority may require the addition or reduction of areas to be cut, and reserves the right to negotiate a satisfactory agreement to compensate for changes to initial contract. If a satisfactory agreement cannot be reach, the Contractor or the Foundation may mutually agree to cancel the contract without penalty.

Schedule of Duties

- A. Cut all grassed areas described on the accompanied map and in accordance with the schedule laid out by the Director of Lands or his/her designate.
- B. Grassed area is to be height of 2" to 2 ½ ".
- C. Cut grass evenly and only with safe and sharp cutting blades at all times. Blow grass away from buildings, structures, sidewalks, and pool deck areas. Bagging of grass clippings is not required.
- D. The Contractor is responsible for cutting all grass within 6 inches of any post, tree, building or any other structure on these lands.
- E. Pick up and remove paper and other debris from the grass areas before and during each cutting operation.
- F. Tractors and heavy mowing equipment shall not be permitted on turf areas where soil conditions are too wet and soft.
- G. The Contractor shall raise all picnic tables in order to provide an even and uniform cut as required.

IN WITNESS WHEREOF the parties hereto have caused to be executed those presents by their officer's property authorized in that behalf on the day and year first above written.

*SIGNED, SEALED AND*            )  
*DELIVERED*                    )  
  )  
  ) \_\_\_\_\_  
  )  
*In the presence of:*        )  
  )  
  ) \_\_\_\_\_  
  ) *St. Clair Region Conservation Foundation*  
  )  
  )  
  )  
  ) \_\_\_\_\_  
  ) *Contractor*  
  )