



## Corporation of the Town of Mattawa

Telephone: (705) 744-5611 ~ Fax: (705) 744-0104  
160 Water Street, P. O. Box 390, Mattawa ON P0H 1V0  
[www.mattawa.ca](http://www.mattawa.ca)

### LAWN MAINTENANCE CONTRACT

Name of Firm or Individual: \_\_\_\_\_

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

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone No: \_\_\_\_\_  
Business Home Cell

Email: \_\_\_\_\_

I/We, the undersigned, declare that no person, firm or corporation other than the one whose signature below has any interest in this tender or in the contract proposed.

I/We further declare that this bid is made without any connection, knowledge, comparison of figures, or arrangement with any other company, firm or individual making a bid for the same work and is in all respects fair and without collusion or fraud.

I/We do hereby bid and offer to enter into a contract with the Corporation Town of Mattawa to do all the work and to provide all the labour as described on the "Bid Sheet" included in this package.

I/We agree that this tender is irrevocable after the official closing time.

I/We agree that this offer is to continue open to acceptance until the execution of the formal contract.

I/We agree that the awarding of the contract leased on this bid shall be an acceptance of this bid.

I/We agree that if we withdraw this bid after closing and during the time that this bid is open to acceptance, the amount of the deposit accompanying this bid shall be forfeited to the Corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



## **TERMS OF AGREEMENT**

1) Hours of Work

The Contractor shall limit activities commencing no earlier than 7:00 a.m. each day. No work may be done close to activities which are scheduled such as sports events, special events, etc.

2) Equipment and Labour Requirements

The contractor shall supply all necessary labour and equipment, fuels etc. to perform all work specified.

3) Damages

The contractor shall replace, at their own expense, any trees, shrubs, grassed areas, fences or park furnishings damaged while performing his work activities. All replacement materials must be guaranteed for a minimum of one (1) year. This includes damages caused to adjacent properties, public or private.

4) Replacement and Removal

The contractor shall replace all fixtures, benches, tables or other moveable appurtenances that are displaced for the purpose of carrying out the contracted work. The contractor shall endeavor to replace these items back to their original position and alignment.

5) Enclosed Areas

The contractor shall accept sole responsibility and ensure that after performing work activities within a fenced area, the area be secured with closure of the existing padlock.

6) Addition of Work

The Corporation Town of Mattawa reserves the right to increase the number of cuts or add new areas not included in the bid sheet with the understanding that a payment adjustment will be made to the contractor. Any additional work requested must come with written approval from the Recreation and Facilities Services Manager.

7) All cutting of low maintenance areas shall be deemed an addition of work. As described in item 6) a work order signed by the Recreation and Facilities Services Manager or designate shall be the only approval accepted for payment. The contractor shall submit with the invoice a copy of the signed work order for payment.

8) Contractor's Responsibility of Own Equipment and Personnel

The Contractor shall assume financial responsibility for loss or damage to their equipment while performing work covered by this tender and personal injury sustained by themselves and/or employees engaged.



## **Terms of Agreement – cont'd**

9) Public Relations

The contractor agrees to instruct all personnel working in the public on the importance of being courteous and maintaining good relations with the general public and to refer any comments or complaints to the Recreation and Facilities Services Manager.

10) Workers Compensation (WSIB)

The contractor will be required to furnish the Corporation with proof of Workmen's Compensation coverage.

11) Sub-Contracting

No sub-contracting will be permitted for any part of this contract.

12) The contractor understands that the Recreation and Facilities Services Manager shall issue a written "Notice of Deficiency" to the contractor for any deficiencies arising from inspections by the Manager or designate. It is the contractor's responsibility to correct the described deficiencies within the next 2 available working days (subject to weather conditions and extraneous circumstances) or before the date specified on the Notice of Deficiency.

Should the contractor not correct the deficiencies within the allotted time as provided for in this agreement or in the Notice of Deficiency (whichever offers the longest period) the town reserves the right to use its own forces to correct the deficiencies and change the labour and equipment costs against the next invoice from the contractor.

13) Insurance

The contractor shall provide and maintain at their expense liability insurance for the protection against any claim, demand, suit, or liability whatsoever which may arise to the extent of not less than \$2,000,000.00 for any single such claim allowed and shall provide the Corporation annually a certified copy of the policy or policies issued and name the Corporation Town of Mattawa as an additional named insured.

14) It is agreed and understood between the parties that the Recreation and Facilities Services Manager shall work in co-operation with the contractor; and shall have full authority to direct the contractor accordingly. The contractor agrees to act within reasonable direction given by the Recreation and Facilities Services Manager and should any dispute arise between those two parties, which cannot be settled, it shall be referred to the Corporation for final decision.

A deficiency is defined as an unsafe working practice, incomplete work, poor quality workmanship, untimely cuts (letting the grass grow too long) or failing to perform in accordance with the terms and conditions as set out in this agreement.



**Terms of Agreement – cont'd**

15) Terms of Agreement

This agreement shall be binding and remain in effect from:

May 15, 2017 to September 15, 2017

The Corporation Town of Mattawa and/or the Contractor may exercise a continuance of said contract as follows:

Option Year 2018: May 14, 2018 to September 14, 2018

The Corporation Town of Mattawa and/or the Contractor may exercise a continuance of said contract as follows:

Option Year 2019: May 13, 2019 to September 13, 2019

Any changes deemed necessary in this agreement may be made by mutual agreement at any time during the existence of this agreement.

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Signature

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Name

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Date

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Witness Signature

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Name

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Date



# LAWN MAINTENANCE CONTRACT

## **BID SHEET**

### Grass Cutting

#### A) Low Maintenance Areas

- frequency of cut - as requested please bid on each site individually
- payment shall only be made upon cut approval, with a signed “Grass Cutting Work Order”
- Standing height after cutting - 5 cm maximum
- handwork, including trimming shall be carried out at each cut by the contractor
- **prior to cutting, the contractor shall remove, bag and dispose from the worksite any broken glass, paper and other refuse.**



## **Low Maintenance Areas Include**

Pumping Stations - six - areas - as per map

c.p.c.:\_\_\_\_\_ 2017

c.p.c.:\_\_\_\_\_ 2018

c.p.c.:\_\_\_\_\_ 2019

Pine Hill Cemetery

c.p.c.:\_\_\_\_\_ 2017

c.p.c.:\_\_\_\_\_ 2018

c.p.c.:\_\_\_\_\_ 2019

Ste Annes Cemetery

c.p.c.:\_\_\_\_\_ 2017

c.p.c.:\_\_\_\_\_ 2018

c.p.c.:\_\_\_\_\_ 2019

Mattawa Island – developed area up to waterline

c.p.c.:\_\_\_\_\_ 2017

c.p.c.:\_\_\_\_\_ 2018

c.p.c.:\_\_\_\_\_ 2019

Bissett Street – asphalt area up to bank, approximately 2 feet  
down embankment up to and including from Mattawa River  
Bridge and centre island up to Dufoe Park

c.p.c.:\_\_\_\_\_ 2017

c.p.c.:\_\_\_\_\_ 2018

c.p.c.:\_\_\_\_\_ 2019

\* c.p.c. is **cost per cut**



## **High Maintenance Areas**

Frequency of cut - must be cut when grass reaches a maximum of 5 c.m.

Standing height after cutting - 2 c.m. minimum.

The contractor during every cut shall carry out handwork including trimming.

**Prior to cutting, the contractor shall remove, bag and dispose from the worksite any broken glass, all paper and other refuse.**

Emptying of garbage containers will be the responsibility of the Corporation.



## **HIGH MAINTENANCE AREAS**

### **Dufoe Park**

- Up to and including river bank and to asphalt on Bissett Street
- Also includes enclosed area of pumping station

### **Mattawa Waterworks - Bissett Street**

- Area enclosed plus fence up to asphalt

### **Explorers Point/Mattawa Harbour facilities**

- From launching ramp
- Up to waterline - around point
- From harbour facilities to and including Mattawa River bridge including museum area

### **Cenotaph/Town Hall**

- Up to and including Mattawa River bridge, from Water Street up to and including river bank, area surrounding Town Hall

### **Timmins Park**

- Area within park and fence up to asphalt

### **Mattawan Street**

- Sid Turcotte Park entrance to and including Mattawa River bridge except for private property, North Side of Mattawan Street between pavement and sidewalk

### **Lions Park**

- Asphalt area up to and including River Bank and approximately (2) feet past enclosed area north side.



## **High Maintenance Areas – Cont'd**

### **Travel Information Centre**

- Front, side, backyard

### **Mattawa Ballpark/Community Centre**

- Enclosed area up to asphalt on Hurdman Street right side.
- Up to fence left side (Backer property)
- Bank area up to Poplar Street
- Area over left field fence approximately 50' x 50'
- In front of Community Centre
- Bank area on right side of Community Centre approximately 100 feet past "ice resurfacer" room

### **Annie's Park**

- Area within park and fence up to sidewalk, buildings and driveway.



## **BID SHEET**

Total lump sum price for high maintenance areas: 2017 \$\_\_\_\_\_

OPTION 2018 \$\_\_\_\_\_

OPTION 2019 \$\_\_\_\_\_

Bidders must bid on all areas; no partial bids will be accepted and no sub-contracting will be permitted.

If this tender is accepted, I/We \_\_\_\_\_ hereby identify this as the bid sheet for the "Lawn Maintenance Contract" executed by me/us bearing the date:

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name



# **TENDER TERMS AND CONDITIONS**

These tender terms and conditions form part of each tender and apply to contracts for the performance of the required work.

## **Definitions**

The following definitions shall apply, unless otherwise indicated:

Corporation: - The Corporation Town of Mattawa

Department: - Recreation and Cultural Services Department

Tenderer: - Any individual, firm, company submitting a bid

Tender: - The documents comprising an invitation to tender to perform that work.

Bid: - The offer of a tenderer to perform the required work.

Contract: - The acceptance by the Corporation of a bid by the tenderer to perform the required work.

Contractor: - Any individual, firm, company to whom a contract is awarded against a bid submitted.

## **1. Tender Requirements**

Tenders are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- a) The correct tender form as supplied by the Corporation of the Town of Mattawa must be used and returned to:

Chief Administrative Officer  
Corporation Town of Mattawa  
160 Water Street  
Mattawa, ON P0H 1V0

on or before the specified tender closing date and time. Bids received after the closing date and time will not be considered.

- b) The bid must not be restricted by a statement added to the tender form or a covering letter or alterations to the tender form provided.
- c) No adjustments to a bid already submitted will be considered. A tenderer desiring to make adjustments to a bid must withdraw the bid before the closing time.



## **Tender Requirements – cont'd**

- d) The official tender envelope supplied by the Corporation must be used for bidding purposes without any extra exterior covering.
- e) The tender and bid forms must be signed in the spaces provided on the form.
- f) Erasures, overwriting, or strike-outs must be initialed by the person signing.

### **2. Tender Deposit Requirements**

- a) No tender shall be received unless accompanied by a certified cheque accepted by the Bank on which it is drawn and made payable to this Corporation or a cash deposit, or a bid bond from an approved bonding company equal to **\$500.00**.

- b) Deposits in Custody of Treasurer

Every such cheque or cash deposit shall, upon the tender or tenders being opened, be forwarded to and remain in the custody of the Town Treasurer, and be placed to the credit of a special account until the contract for which such tender shall have been put in has been awarded by Council, then:

- c) Deposits

Every such cheque or deposit or the amount thereof except that of the successful tenderer shall be forthwith returned, but the cheque or deposit of the successful tenderer shall be deposited to the credit of the Corporation, and shall so remain until after the execution of the contract and bond (if any was required) has been certified by the Town Solicitor; and:

- d) Forfeits

In all cases where a tender has been accepted and the party tendering fails to execute his contract and furnish the requisite bonds and sureties within ten days after written notice, the sum deposited shall be forfeited to the use of the Corporation, and also;

- e) Tender Withdrawals

In cases where a tenderer is withdrawn before the Committee and Council have considered the same and finally awarded the contract, the amount of such deposit shall be forfeited to the Corporation, and:

- f) After the contract and bond have been properly executed, the cheque or cash deposit, or the amount thereof, shall be returned to the accepted tenderer.



## **Tender Requirements – cont'd**

### **g) Tender Opening**

Tenders shall be opened as soon as practicable after the closing time and the general public may be present. The CAO or Clerk, and one of the following are authorized to open tenders:

- i) The Mayor
- ii) The Head of the Department concerned or Designate

When the tenders are opened, they shall be numbered consecutively and initialed by the persons opening the tenders.

Successful recommended tender must be submitted to Council for approval.

### **3. Withdrawal of Bids Prior to Tender Openings**

A tenderer who has submitted a bid on a tender may request that the bid be withdrawn. The withdrawal shall be allowed if the request is made before the closing time for this tender. Withdrawal requests may be directed to the CAO receiving the bids by letter or in person. Telephone requests will not be considered.

Withdrawal requests received after the tender closing time will not be permitted.

The withdrawal of a bid does not disqualify a tenderer from submitting another bid or the same tender prior to the specified tender closing time.

### **4. Omissions and Discrepancies**

Should a tenderer find discrepancies prior to the closing date, or omissions from the document or should there be doubt as to their meaning, the tenderer should notify the CAO and/or the Recreation and Facilities Services Manager as soon as possible who may send a written instruction or an addendum to all tenderers.

### **5. Site Examination**

The tenderer must satisfy themselves as to the locations of the proposed work, the condition of the site and the actual soil and foundation conditions. No claim for extra work will be entertained as a result of unexpected site conditions such as rock, high water table, unstable soil or any other unusual conditions, unless specified otherwise.

### **6. Occupational Health and Safety Act**

- a) The contractor acknowledges that they have read and understood the Occupational Health and Safety Act. The Contractor agrees to observe strictly and faithfully to the provisions of said Act.



- b) The Contractor agrees to indemnify and save the Corporation harmless for damages or fines arising from any breach or breaches of the said Act.
- c) The Contractor agrees to assume full responsibility for the enforcement of said Act.
- d) The Contractor acknowledges and agrees that any breach or breaches of said Act might result in the immediate termination of this contract and the forfeiture of all sums owing to the Contractor by the Corporation.

7. Payment

Upon receipt of invoice by the Corporation from the Contractor for expenditures incurred under proper authorization (as provided by the Procedure By-Law 84-15) shall be presented monthly to the Council for confirmation if practical but in no case later than sixty days after the end of the month in which the expenses were incurred.

8. Extra Work

If the work to be carried out is such that is considered an extra to the contract, this extra work must be approved by the Recreation and Facilities Services Manager or the Chief Administrative Officer or designate or no payment will be made.

Extra work shall not proceed until the Contractor has a signed note, or in case of an emergency, approval given verbally with a written note to follow.

All claims for extra work must be substantiated with a detailed invoice.

9. Permit Fees and License Taxes

The Contractor shall pay for all permits, license fees and taxes where applicable and give all notices and comply with all by-laws and regulations of the Corporation and any other governing body.

10. Sub-Contracting

No sub-contracting of any kind will be permitted in this bid.

11. Inspections

Any work, which fails in any way to meet the terms of the contract, is subject to rejection. The decision of the Corporation shall be final.

12. Contract

- a) Each bid will be received with the understanding that the acceptance in writing by the Corporation of the offer to furnish all the work described shall constitute a contract between the tenderer and the Corporation.



- b) No variations of the terms of the contract shall be valid or binding upon the Corporation unless authorized in writing.
- c) It is mutually agreed and understood that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract to any other person, firm or company.
- d) The contract may be cancelled by the Corporation upon non-performance of the contract terms.

13. Contract Guarantee

The tenderer hereby agrees:

- a) To perform the contract in accordance with the specifications.
- b) To save the Corporation and its employees harmless from liability of any kind.
- c) To guarantee workmanship.



## NOTICE OF DEFICIENCY

To: \_\_\_\_\_ (Contractor)

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

This is to notify you that during a recent inspection we discovered the following deficiencies:

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We understand that this may be an oversight and thus request that you please endeavor to repair the above deficiencies in accordance with the Grass Cutting Contract before:

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Sincerely,

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Recreation and Facilities Services Manager



## GRASS CUTTING WORK ORDER

To: \_\_\_\_\_ (Contractor)

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

This is your authorization to carry out grass cutting duties as described in the “Grass Cutting Contract” to the following Low Maintenance Areas:

Pumping Stations – six – as per map \_\_\_\_\_

Bridge “Island” \_\_\_\_\_

Pinehill Cemetery \_\_\_\_\_

Ste Annes Cemetery \_\_\_\_\_

Mattawa Island \_\_\_\_\_

Bissett Street – Mattawa River bank \_\_\_\_\_

Other “Additional Work” required:

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Price of Other “Additional Work” required: \$ \_\_\_\_\_

Please complete the above areas within the next \_\_\_\_\_ days.

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

Note: Please submit this original with your invoice for the described work for payment. Payment will not be made for “Additional Work” or Low Maintenance Areas without this form attached to an invoice.