



FORM OF AGREEMENT

LANDSCAPE BED MAINTENANCE

2011-2013

WILLIAMS LAWN CARE

Williams Lawn Care agrees to deliver, within seven (7) calendar days of signing of Contract a Certificate of Insurance and a Certificate of Clearance from the Workers' Compensation Board. It is hereby agreed and understood that this form is to form part of the Contract Documents.

**MUNICIPAL GRASSCUTTING
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT made in TRIPLICATE ON the ____ day of _____ in the year Two Thousand and Eleven by and between:

THE CORPORATION OF THE TOWN OF TILLSONBURG, herein
(and in the General Conditions) called "OWNER"

-and **WILLIAMS LAWN CARE**
herein and in the General (Conditions) called the "Contractor"

WITNESSETH: that the owner and the Contractor undertake agree as follows:

ARTICLE 1

The Contractor shall:

- a) Provide all the materials and perform all the work shown on the described in the document titled: LANDSCAPING SERVICES which have been assigned in duplicate by both parties and attached to and forming part of this agreement for the following facilities as follows **AS PER THE ATTACHED SPECIFICATION DOCUMENTS**
- b) Do and fulfill everything indicated by this Agreement; and ensure the following,
 - 1. That all employees are sufficiently trained by the contractor to ensure they are aware of their duties and all applicable Health and Safety regulations pertaining to the work.
 - 2. That a log is kept by the contractor and signed off that the work in the specifications is completed on a regular basis.
 - 3. All equipment that the successful contractor proposes to use on this work must be in good mechanical and operating condition and must be made available for inspection by the Town of Tillsonburg at any time before and /or after it is put into service. Such inspection is not to be construed as an endorsement or approval of the mechanical or operating condition of the equipment and does not relieve the owner or operator from liability for such equipment.
 - 4. The operators must be fully trained, qualified and experienced. Regulations of the Ministry of the Environment and the Ministries of Health, Labour and Transportation must be complied with. If any operator is not performing satisfactory or operating the equipment safely to the satisfaction of the Town of Tillsonburg, the Town of Tillsonburg shall have the right to have the equipment and the operator removed from the job site.
 - 5. The work to be performed by the contractor may be scheduled between the hours of 7:00am and 5:00pm, Monday to Friday, except when such work day falls on a

Statutory Holiday. Written approval from the Parks & Facilities Manager is required to work at any other time.

6. At all times, the employee of the contractor shall act in a civil, responsible, courteous and generally productive manner, There will be no allowances made for employees to offend or interfere or join in activities being carried on by Town staff or outside groups while they are being employed by the contractor and such complaints, if received, will be referred to the contractor. The Parks and Facilities Manager reserves the right to request that said employee be taken off the site by the contractor, and not re-employed until satisfactory arrangements have been made to ensure that there is not repetition of the offending behavior.
7. The contractor shall not leave any equipment on Town or Public property unattended at any time, unless such equipment is properly protected to the satisfaction of the Parks and Facilities Manager or his designate.
8. All work performed under this contract must be carried out in accordance with the terms and conditions of the OCCUPATIONAL HEALTH & SAFETY ACT, LATEST REVISION. Department of Labour Regulations are to be observed regarding hard hats, safety footwear, appropriate clothing (no bare tops will be allowed), and ear and eye protection is required depending on the task.
9. The contractor is responsible for removing all weeds, brush, debris and any other items off site and disposing of them at their cost.

SPECIFIC REQUIREMENTS

1. All weeds, debris and other items removed from all garden beds and disposed of at the contractor's cost.
2. Any noted deficiencies or damage must be reported to the Town of Tillsonburg immediately.
3. Special attention must be observed while working around people or animals to ensure their safety.
4. The Town of Tillsonburg reserves the right to cancel this agreement with 15 days advanced notification if the requirements (general or special, as above) are not being fulfilled or if any workmanship is deemed unsatisfactory.
5. Bidders must carry a (minimum) two million dollar insurance policy with proof of coverage for the term of the contract.
6. Copy of Insurance "proof of coverage" must be included with quote.
Note: The Parks and Facilities Manager or his designate may modify the frequency of work to meet the objectives of the Town of Tillsonburg.

PAYMENT

Payment will be made monthly after submission of a detailed invoice. Invoices for work completed will be accepted for payment following substantiation by Town supervisory staff

responsible for each site. The Town of Tillsonburg reserves the right to hold back payments to the contractor in cases where work is not considered satisfactory, or as compensation for damage caused by the contractor to buildings or any property.

SCHEDULE

The contractor will provide the Town of Tillsonburg with the landscaping for all properties as listed in the RFQ. During inclement weather alternate plans for landscaping will be communicated to Town staff.

c) Commence the Contract on or about **May 2, 2011** and execution of all contract documents and perform the work for three years as per the agreement.

ARTICLE 2

The General Conditions and Information for Bidders, Special Conditions, the Specifications, the RFQ, Addendum are all to be read and form part of the Agreement and the whole shall constitute the Contract between the parties and it shall ensure to the benefit of and be binding upon them and their successors, executors, administrators, and their assigns.

ARTICLE 3

a) The Owner shall:

Pay on account thereof for the value of work as follows:

On a Monthly Basis upon receipt of the invoice

- a) Notwithstanding the provisions contained in Clause (a) above – If on account of climatic or other conditions reasonably beyond the Contractor's control there are items of work that cannot readily be completed, the payment in full for the work which has been completed shall not be delayed on account thereof, by the Owner may withhold a sufficient and reasonable sum, until the uncompleted work is finished and such sum as will adequately protect the Owner against liens.
- b) **The Town of Tillsonburg reserves the right to cancel this agreement within (15) days written notice for non performance and further reserves the right to adjust the landscaping frequencies to meet client's needs.**

ARTICLE 4

Any extra work required by the Town of Tillsonburg must follow the conditions listed below,

- a) The cost of any extra work shall consist of a written quotation to meet specifications of the Parks and Facilities Manager or designate. No extra work is to be performed without written authorization.**

ARTICLE 6

- a) Public Liability Insurance – The Contractor covenants and agrees that they will carry public liability insurance for the operation of their equipment and the carrying out of their work under their equipment and the carrying out of their work under this contract to the extent of \$2,000,000.00. The Contractor covenants and agrees to name the municipality as co-insurer for the extent of the contract.
- b) Proof of insurance must be sent to the Town of Tillsonburg upon signing on an annually basis.
- c) Workplace Safety Insurance Board certificate to be submitted upon signing or on an annually basis or as required by law.

ARTICLE 7

- a) Time shall be deemed to be the essence of this Contract.

ARTICLE 8

- b) In case of any inconsistency or conflict between the provisions of this Agreement and the Specifications, or General Conditions, Information for Bidders, or Special Conditions or Form of RFQ or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

Form of Agreement

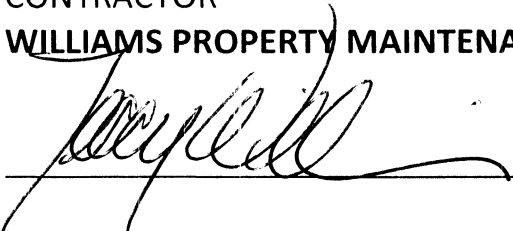
ARTICLE 9

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:
The Town of Tillsonburg
Department of Community Services
45 Hardy Avenue
Tillsonburg, Ontario
N4G 3W9


ARTICLE 10

All terms and conditions, including Article 3 of this agreement shall be for a three year period.
IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written,
signing officers in that behalf.
SIGNED AND DELIVERED


In the Presence of
CONTRACTOR
WILLIAMS PROPERTY MAINTENANCE



TOWN OF TILLSONBURG



Mayor – John Lessif



Clerk – Donna Hemeryck