

# ST. CLAIR REGION CONSERVATION AUTHORITY GRASS CUTTING SERVICES (2022 – 2024)

**THIS Contract** made this xxxx day of December, 2021.

**BETWEEN:** ----- HEREINAFTER CALLED THE  
"Contractor"

**AND:** THE ST. CLAIR REGION CONSERVATION AUTHORITY HEREINAFTER CALLED THE  
"Authority"

IN CONSIDERATION of the payments, covenants and agreements contained in this Contract, and in the spirit of mutual understanding and security, the parties to this agreement (this "**Contract**") agree as follows:

## 1. PROPERTY LOCATION

- 1.1 The Authority hereby contracts to the Contractor the St. Clair East properties fully described in Schedule "**A**" attached hereto.

## 2. TERM OF THE CONTRACT

- 2.1 This Contract will be in force for a term of (3) years beginning on April 15<sup>th</sup>, 2022. Duration will be from April 15<sup>th</sup> to October 30<sup>th</sup> each year.
- 2.2 This contract will end on the 30<sup>th</sup> day of October 2024, or when the final grass cutting service has been completed, or unless terminated in accordance with the provisions of this Contract.
- 2.3 This Contract shall not automatically renew at the end of the term but may be renewed or extended by agreement of the parties in writing, provided the parties agree on satisfactory terms of renewal/extension.

## 3. PAYMENT

- 3.1 The Contractor will undertake the Grass Cutting at the St. Clair East properties for a combined total Price of \$xxxx.xx including Hst per cut.
- 3.2 Payment is based on one cut per week for the duration (April 15<sup>th</sup> to October 30<sup>th</sup> of each year of the contract)
- 3.3 Any cuts more frequent than weekly will be pre-approved by the Manager of Conservation Areas or their designate.
- 3.4 During the dry summer months, the frequency of cuts may be reduced dependant on the growth of the grass.
- 3.5 The Contractor will invoice the St. Clair Region Conservation Authority at the end of each month for only work that has been performed.
- 3.6 The Authority requests that invoices be sent electronically to the general email at [stclair@scrca.on.ca](mailto:stclair@scrca.on.ca)

## 4. COVENANTS

- 4.1 The Authority and the Contractor covenant and agree as set out in Schedule "**B**" as attached hereto.

## **5. TERMINATION**

- 5.1 The Contractor agrees that the Authority reserves the right to postpone or cancel this Contract where, in the opinion of the Authority,
- (a) the commencement or continuation of the work would produce results unsatisfactory to the Authority
  - (b) the Contractor has failed to meet the covenants of this Contract
- 5.2 Termination by the Authority
- (a) the Contractor may be released for shortage of work or funds
  - (b) Where the Authority cancels this Contract under section (5.1), the Authority agrees, subject to the Contract, to pay the Contractor for the unpaid portion of the services performed in accordance with the Contract up to the date in which notice of cancellation is deemed to be given.
  - (c) the Authority is under no obligation to reward all or any part of the incomplete work to the Contractor in the form of a new Contract

## **6. INDEMNITY**

- 6.1 The Contractor hereby releases, indemnifies, and completely holds harmless the Authority, its board members, employees, legal counsel, agents, foundation, and contractors from and against:
- (a) Any suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs;
  - (b) Any breach, violation or non-performance of any covenant, condition or agreement in this Contract set forth and contained on the part of the Contractor to be fulfilled, kept, observed, and performed; and
  - (c) Any loss, damage or injury to any person or property, and for any and all liability, including direct, indirect, special or consequential damages that are not caused directly by breach of contract or negligence of the Authority in providing the Contracted works.
  - (d) This indemnification by the Contractor shall survive the termination of this Contract.

## **7. GENERAL**

- 7.1 Relationship of the parties
- (a) The parties hereto expressly disclaim any intention to create, and nothing in this Contract shall be deemed to create, a partnership or joint venture between them and neither of the parties hereto shall have any authority to act for or to assume any obligation or responsibilities on behalf of the other except as otherwise expressly provided herein.

## **8. ASSIGNMENT, ALTERATION AND SUBSTITUTION**

- 8.1 The Contractor agrees that this Contract, or any part thereof, shall not be assigned, altered or subcontracted without the prior written consent of the Authority.
- 8.2 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 the initial contract. If a satisfactory agreement cannot be reached, the Contractor or the Authority may mutually agree to cancel the contract without penalty.
- 8.3 No alteration or amendment of this Contract shall take effect unless the same is in writing, duly executed by each of the parties in the same manner as this Contract.

**9. NOTICE**

9.1 Any demand, notice, direction or other communication to be made or given hereunder (in each case, "**Communication**") shall be in writing and shall be made or given by personal delivery, by courier, by facsimile transmission, email, or sent by registered mail, charges prepaid, addressed as follows:

Authority: St. Clair Region Conservation Authority  
205 Mill Pond Crest., Strathroy, ON N7G 3P9  
P: 5419-245-3710 ext. 224 F: 519-245-3348  
Email: tpayne@scrca.on.ca

Contractor: \_\_\_\_

or to such other address or facsimile number as any party may, from time to time, designate in accordance with this Section.

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed the signatures of their duly authorized officers together with their Corporate Seals.

Signed and Agreed  
By:

The St. Clair Region Conservation Authority

\_\_\_\_\_  
Ken Phillips, General Manager

\_\_\_\_\_  
-----, Contractor

**SCHEDULE "A"**

**PROPERTY DESCRIPTION**

Property Location Name            Clark Wright Conservation Area  
Address                                7282 Walker Drive

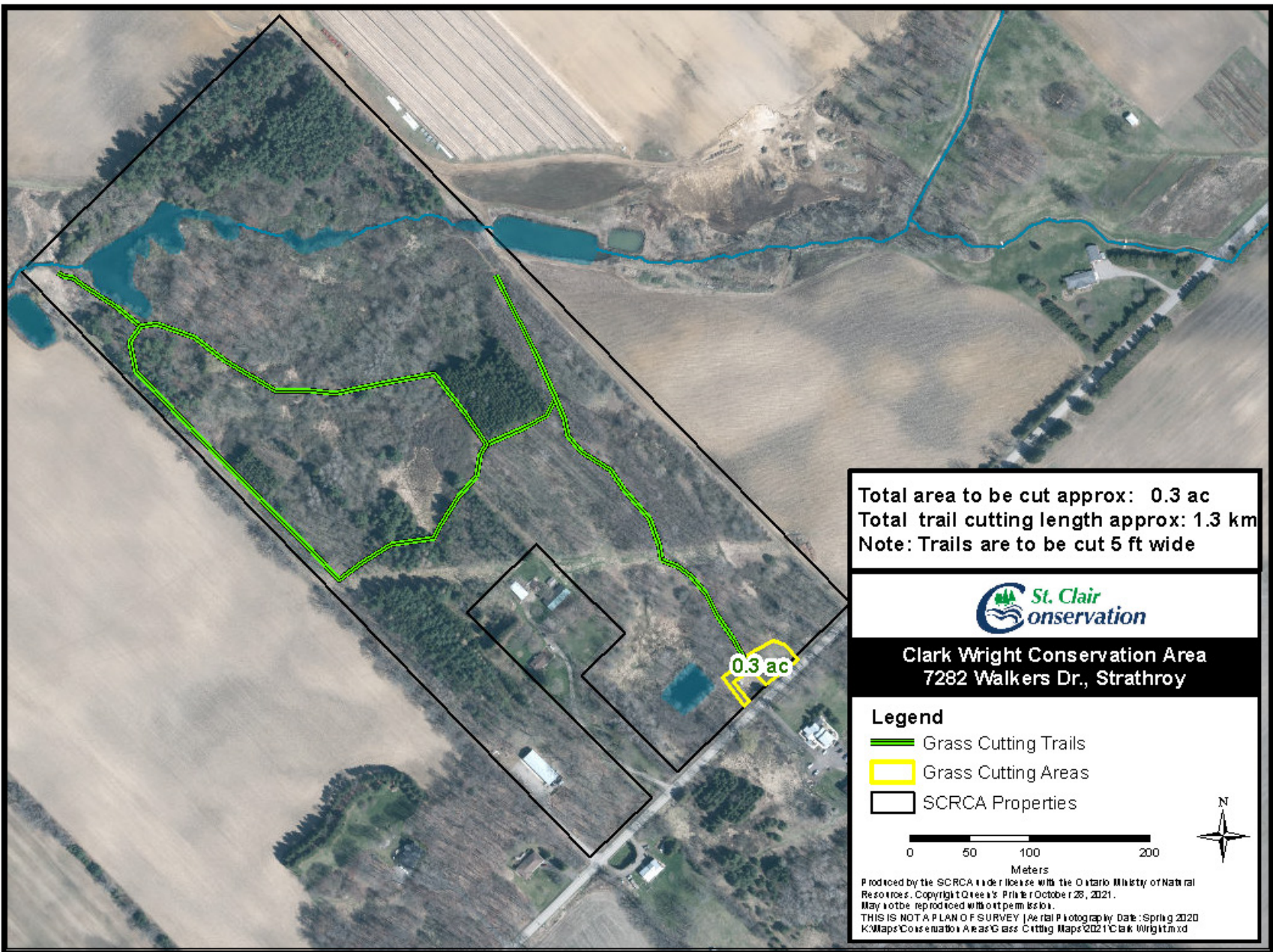
Municipality/ Township    Strathroy-Caradoc                    Geographic Twp.    Caradoc  
Municipal Roll No.        3916-014-060-12800

Area to be Cut

Trails Width	5	Feet	Trails Length	1300	Meters
Trails Width		Meters	Trails Length		Meters
Trails Width		Meters	Trails Length		Meters
			Block	0.3	Acres
			TOTAL	0.8	Acres

Access                                From Public Parking Area off of Walker Drive

Clark Wright Conservation Area  
Property Location Map and Cutting Location



**PROPERTY DESCRIPTION**

Property Location Name           Cuddy Woods  
Address                               3468 Mullifary Drive

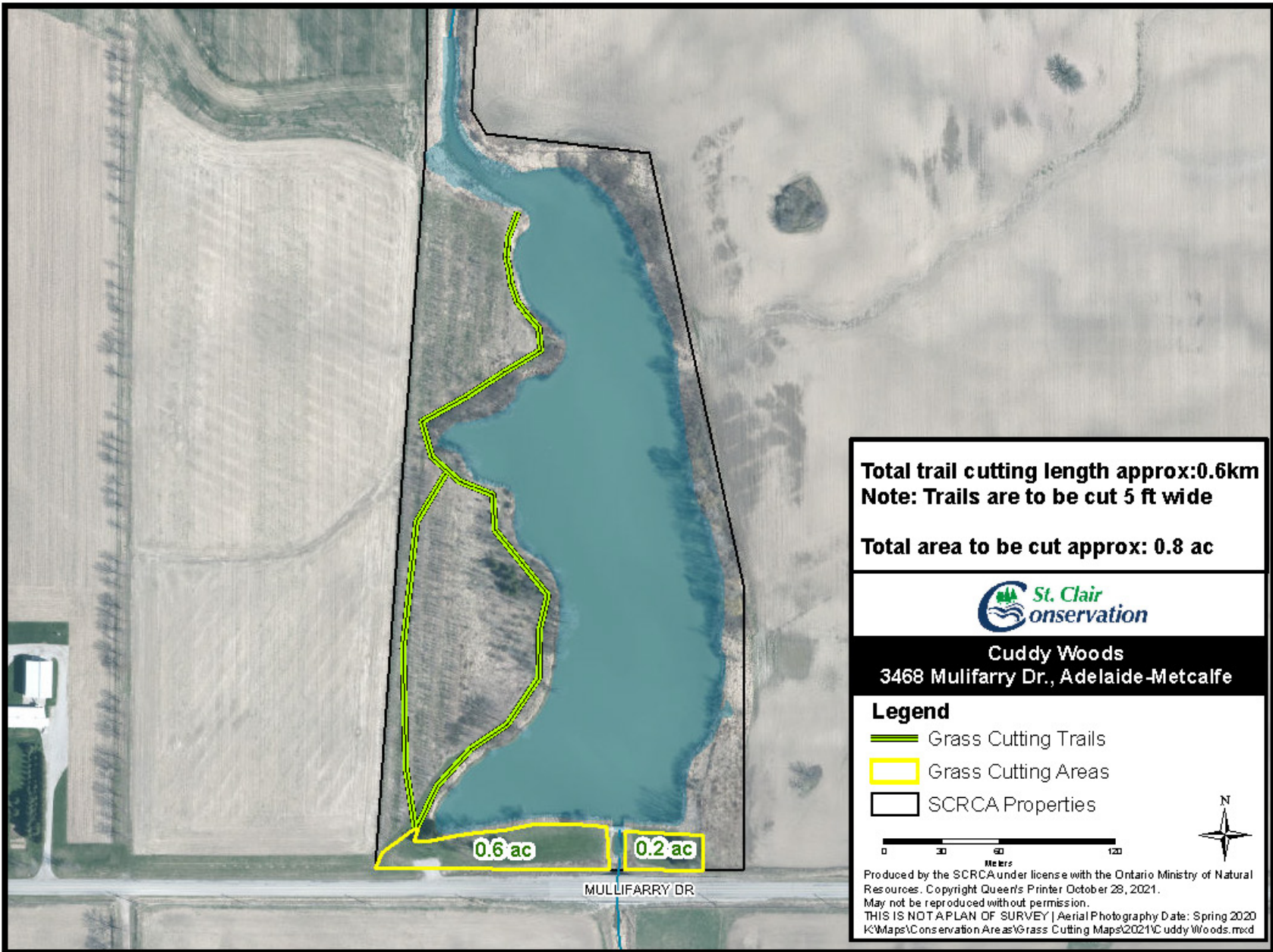
Municipality/ Township   Adelaide-Metcalfe                   Geographic Twp.   Adelaide  
Municipal Roll No.        3946-000-040-03700

Area to be Cut

Trails Width	5	Feet	Trails Length	600	Meters
Trails Width		Meters	Trails Length		Meters
Trails Width		Meters	Trails Length		Meters
			Block	0.8	Acres
			TOTAL	1	Acres

Access                   Public parking area off of Mullifary Drive

Cuddy Woods  
Property Location Map and Cutting Location



**PROPERTY DESCRIPTION**

Property Location Name Coldstream Conservation Area  
Address 327 Quaker Lane

Municipality/ Township Middlesex-Centre Geographic Twp. Lobo  
Municipal Roll No. 3939-000-040-09900  
3939-000-040-10000

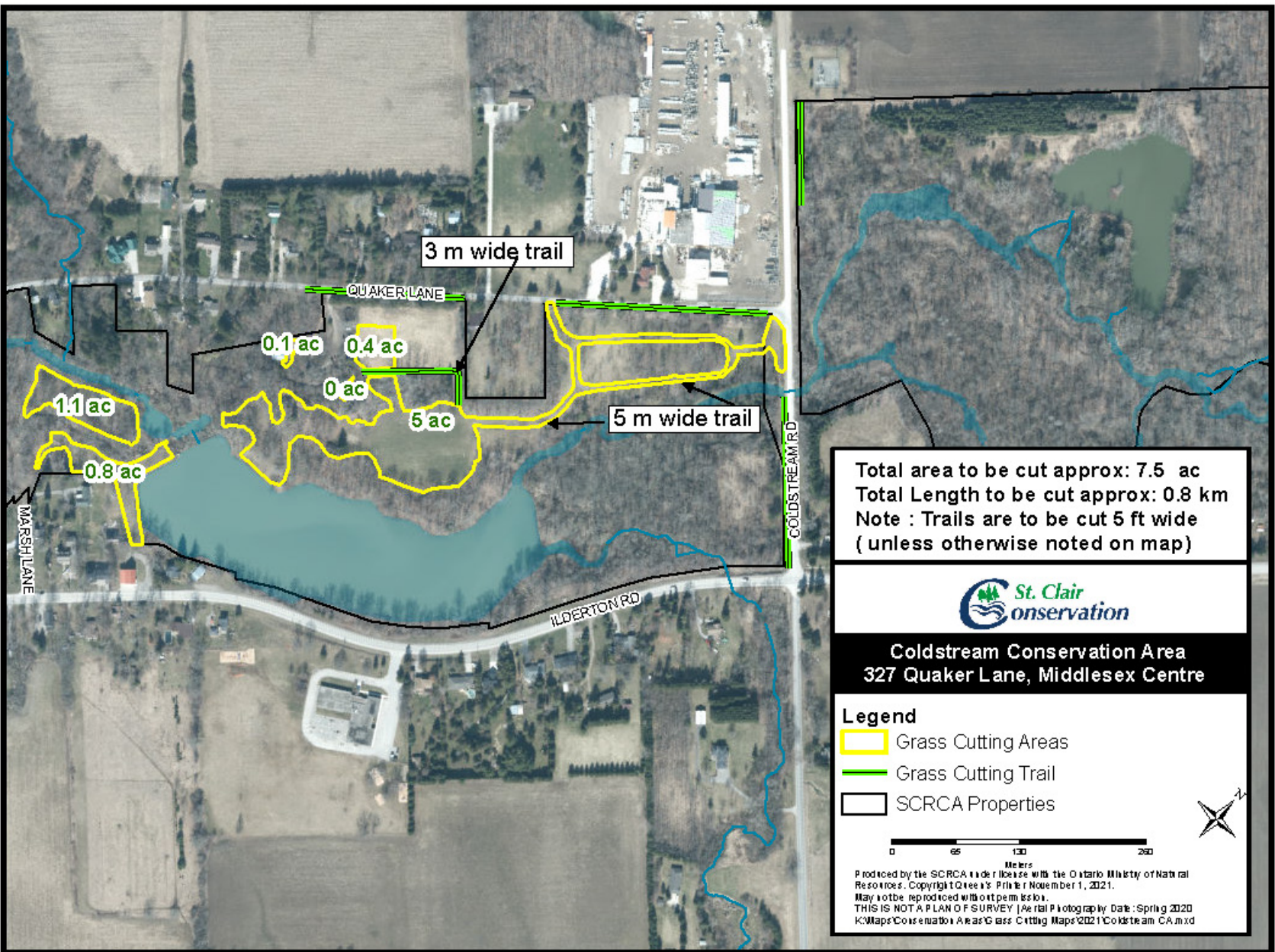
Area to be Cut

Trails Width	3	Meters	Trails Length	800	Meters
Trails Width		Meters	Trails Length		Meters
Trails Width		Meters	Trails Length		Meters
			Block	7.4	Acres
			TOTAL	8.4	Acres

Access Public parking areas off of Quaker Lane and Marsh Lane



**Coldstream Conservation Area  
Property Location Map and Cutting Location**



**PROPERTY DESCRIPTION**

Property Location Name                      St. Clair Conservation Office  
Address    205 Mill Pond Cr.

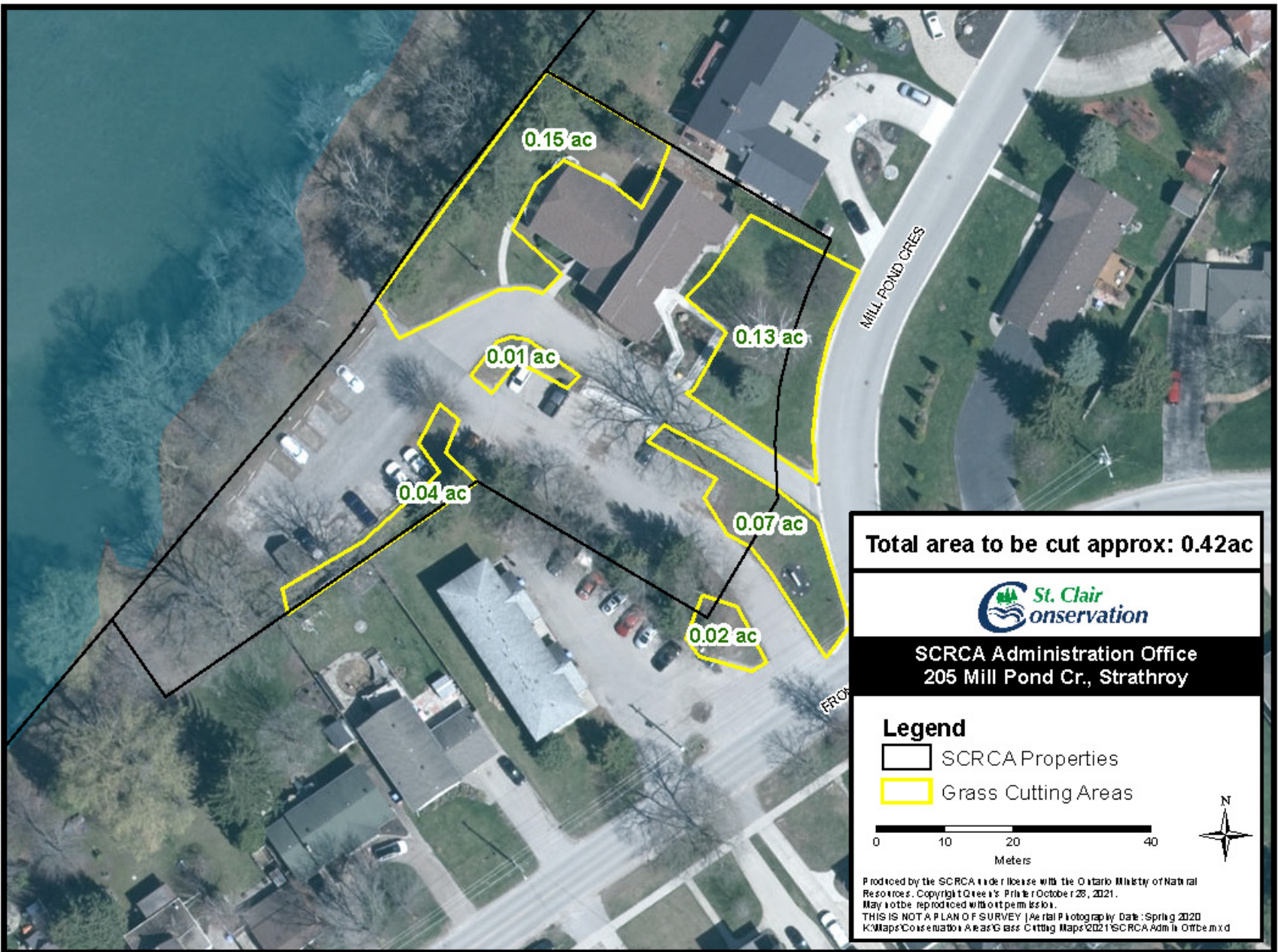
Municipality/ Township                      Strathroy-Caradoc  
Municipal Roll No.                              3916-000-110-14100

Area to be Cut

Trails Width	Mower	Trails Length	Meters
Trails Width	Meters	Trails Length	Meters
Trails Width	Meters	Trails Length	Meters
		Block	0.42      Acres
		TOTAL	0.42      Acres

Access    SCRCA Administration Building parking lot at 205 Mill Pond Cr.

St. Clair Conservation Office  
Property Location Map and Cutting Location



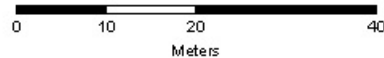
Total area to be cut approx: 0.42ac



SCRCA Administration Office  
205 Mill Pond Cr., Strathroy

Legend

- SCRCA Properties
- Grass Cutting Areas



Produced by the SCRCA under license with the Ontario Ministry of Natural Resources. Copyright Queen's Printer October 28, 2021. May not be reproduced without permission. THIS IS NOT A PLAN OF SURVEY. Aerial Photography Date: Spring 2020. K:\Maps\Conservation Areas\Grass Cutting Maps\2021\SCRCA Admin Office.mxd

## **SCHEDULE "B"**

### **COVENANTS**

#### **1. CONTRACTOR COVENANTS**

The Contractor covenants and agrees with the Authority that:

- 1.1 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.
- 1.2 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 Authority.
- 1.3 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.
- 1.4 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.

#### **2. SCHEDULE OF DUTIES**

- 2.1 Cut all grassed areas described on the accompanied map and in accordance with the schedule laid out by the Manager of Conservation Areas or their designate.
- 2.2 Grassed area is to be cut to a height of 2 1/2" to 3".
- 2.3 Cut grass evenly and only with safe and sharp cutting blades at all times. Blow grass away from buildings, structures, sidewalks, and parking areas. Bagging of grass clippings is not required.
- 2.4 The Contractor is responsible for cutting all grass within 6 inches of any post, tree, building or any other structure on these lands.
- 2.5 Pick up and remove paper and other debris from the grass areas before and during each cutting operation.
- 2.6 Tractors and heavy mowing equipment shall not be permitted on turf areas where soil conditions are too wet and soft.
- 2.7 The Contractor shall raise all picnic tables in order to provide an even and uniform cut as required.
- 2.8 If at any time the Contractor or the Contractor's workers 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

#### **3. INSURANCE**

- 3.1 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 Authority, 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,
- 3.2 Insurance shall have a minimum limit of \$2,000,000.00 inclusive coverage for any one occurrence or accident.
- 3.3 The insurance shall cover the period from April 15th to October 30th, in each year of

the term of this Contract and the Contractor shall file with the Authority before commencement of the Contract proof of such insurance.

**4. WORKPLACE SAFETY AND INSURANCE BOARD**

- 4.1 The Contractor accepts full and exclusive liability for the payment of all premiums, assessments, etc. imposed under the Workplace Safety and Insurance Board (WSIB).
- 4.2 All Contractors are required to provide a "Certificate of Clearance", from WSIB. This shall be submitted prior to the commencement of any work.