

SAMPLE GRASS CUTTING AND TRIMMING

SERVICES AGREEMENT

THIS AGREEMENT MADE EFFECTIVE, UPON SIGNING BETWEEN:

THE ALGOMA DISTRICT SCHOOL BOARD

(Hereinafter referred to as the "Board")

-and-

CONTRACTOR NAME

(Hereinafter referred to as the "the Contractor")

WHEREAS the Board wishes to engage the services of the Contractor to provide certain Grass Cutting and Trimming services at Hornepayne JK-12 Public School, Hornepayne, Ontario,

AND WHEREAS the Board and the Contractor have reached an Agreement with respect to the terms and conditions under which the Contractor will provide Grass Cutting services to the Board,

The Board and the Contractor therefore agree as follows:

1. DEFINITIONS

In this Agreement:

- "Contractor Fees" means the fees to be paid by the Board to the Contractor as set forth in Schedule "A" hereto;
- "Services" means those activities identified in Schedule "B" hereto;
- "Term" means the period specified in Schedule "D" hereto.
- For the purpose of this Services Agreement, the words "Agreement" and "Contract" are used interchangeably and shall have the same meaning.

2. SCHEDULES

The parties hereby confirm and ratify matters contained and referred to in the preamble to this Agreement and agree that the same and various Schedules hereto are expressly incorporated into and form part of this Agreement.

The Schedules to this Agreement, and which are incorporated within this Agreement, are as follows:

[Schedule A – Contractor Fees](#)

[Schedule B – Services](#)

[Schedule C – Other Requirements](#)

[Schedule D - Term](#)

[Schedule E – Contractor's Submission](#)

3. **OBLIGATIONS of The Contractor**

The Contractor shall:

- a. Perform the Services in accordance with and subject to the terms and conditions contained in this Agreement;
- b. Submit invoices to the Board for services included in the Contract, which shall include sufficient detail describing the Services provided. All invoices must be sent to the Algoma District School Board at ap@adsb.on.ca. Applicable taxes must be shown as separate line items on all invoices. Payment will be based on Net 30 days from receipt of invoice.
- c. The Board reserves the right to demand the removal of any of the Contractor's employees engaged in the Contract, if in the Board's opinion, their conduct has been of an unacceptable nature.

4. **OBLIGATIONS OF THE BOARD**

The Board shall:

- a. Provide advance notice of the requirements of the Board for Services to the Contractor;
- b. Give such due consideration to information provided by the Contractor and make any decisions in a timely fashion as may be required.
- c. Pay to the Contractor the Contractor Fees in the amounts and at the times set forth in Schedule "A" hereto, plus any applicable Harmonized Sales Tax ("HST") thereon.

5. **RIGHT OF THE CONTRACTOR TO ACCEPT CONCURRENT ENGAGEMENTS**

Notwithstanding any provision contained herein to the contrary, the Contractor may accept concurrent engagements from other parties during the Term, provided that such activities do not interfere with the performance by the Contractor of the Services outlined in Schedule "B".

6. **RELATIONSHIP BETWEEN PARTIES**

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of principal and agent or of partnership, or of a joint venture agreement between the parties hereto, nor as employee or employer either between the parties hereto or between any of the parties providing services on behalf of the Contractor to the Board, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent service agreement between two parties at arm's length.

7. **NO AUTHORITY**

The Contractor has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the Board, nor to bind the Board in any manner whatsoever.

8. INDEMNITY

The Contractor shall at all times indemnify and save harmless the Board, its employees, officers, trustees, agents, and its successors and assigns from and against any and all liabilities, damages, losses, allegations, claims, costs, damages, expenses, suits, settlements, awards or proceedings (including without limitation legal expenses) penalties or fines arising out of:

- a. the costs of defending, counter-claiming or claiming over against third parties in relation to any action or matter including legal fees, costs and disbursements on a substantial indemnity basis and at all court levels;
- b. any cost, liability or damage arising out of a settlement of any action entered into by the Contractor on behalf of the Board which at any time or from time to time may be paid, incurred or asserted against the Board; and
- c. any losses, damages, claims, taxes, deductions or any claims whatsoever made by the Contractor or the Contractor's representative, or employee of the Contractor or any government or regulatory body premised on the Contractor or the Contractor's representative or employee being an employee of the Board, or having employee rights, as a direct or indirect result of the performance of the obligations of the Contractor pursuant to this Agreement. This Section shall survive the termination of this Agreement.
- d. any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the provision of all or part of the Goods, Services and/or Work pursuant to this Agreement, except to the extent that such injury, loss or damage has been caused by the negligence of the Board; and
- e. any encumbrances upon or in respect of any materials, parts, work-in-progress or finished Software furnished to, or in respect of which payment has been made by the Board including without limitation construction liens.

9. INSURANCE

Contractor will obtain a comprehensive policy of general liability and property damage insurance coverage with an insurer licensed to carry on business in the Province of Ontario, with limits not less than two million dollars (\$2,000,000.00) per occurrence, exclusive of interest and costs, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of, or damage to the Board's property or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor, its officers, employees or agents. Such coverage to include (but is not limited to):

- i. Third party liability coverage for non-owned automobile in the minimum amount of two million dollars (\$2,000,000) per occurrence;
- ii. Licensee's legal liability and contractual liability.

The Board shall be added as an additional insured on such policy. Cancellation of coverages shall be so notified to the Board by mailing at least 60 days' written notice to the Insured at the address stated herein, except for Non-Payment of premium, which is 15 days by Registered Mail or 5 days' hand delivered.

Contractor shall also carry third party liability insurance for owned/leased vehicles in the

minimum amount of Two Million Dollars (\$2,000,000) per occurrence, in the event the Contractor has owned/leased vehicles driven on the Board's property.

Contractor shall also carry, if desired:

- iii. Business Interruption Insurance;
- iv. All Risk Property Policy for property of every description and kind owned by the Contractor, or for which the Contractor is legally liable, including, without limitation, stock-in-trade, furniture, equipment, and trade fixtures, in an amount not less than the full replacement cost thereof from time to time; and,
- v. a Crime Policy;
- vi. any other types of insurance to protect its interest.

Should the Contractor determine it does not desire to carry the insurance coverages in subparagraphs iv, v, vi and vii above, the Contractor acknowledges that the Board does not carry such insurance coverages for the Contractor and the Board will not be responsible for loss or damage suffered by the Contractor and/or those whom the Contractor may be responsible for at law, which might typically be covered under such policies of insurance.

Upon execution of this Agreement, the Contractor will provide a Certificate of Insurance to the Board indicating the above coverages and will provide a renewal Certificate of Insurance upon renewal of its policy(ies) until such time as this Agreement has terminated.

Contractor shall be liable for any loss or damage to any of Board owned equipment, which loss, damage or injury is or may be caused by or arise out of, either wholly or in part, the negligence of the Contractor and/or its officers, employees or agents.

The Contractor agrees to indemnify, hold harmless and defend, the Board from and against any and all liability for loss, damage, and expense, which the Board may suffer or for which the Board may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the part of the Contractor or any of its representatives or employees by way of the ownership or operation of a motor vehicle. It is the responsibility of the Contractor to advise the Board of any property, or other, damages within twenty-four (24) hours.

10. WSIB CERTIFICATE of CLEARANCE

The Contractor will be required to submit a current, valid Certificate of Clearance indicating that the Contractor's firm is in good standing with the Workplace Safety and Insurance Board. The certificate must be submitted prior to commencement of work. Valid WSIB certificates obtained (either quarterly or annually) throughout the life of this agreement must also be submitted to the Board Office.

If the Contractor is an independent operator, sole proprietor, or partner in a partnership deemed exempt from mandatory WSIB coverage under the Workplace Safety and Insurance Act, 1997 (WSIA), the Contractor must submit documentation proving their exemption status (e.g., a formal WSIB Clearance Certificate showing they are exempt, or a letter from WSIB affirming exemption) prior to the commencement of work. The Contractor must promptly notify the Board Office if their status changes and they become required to have WSIB coverage during the term of this agreement.

11. HEALTH AND SAFETY REGULATIONS

CSA/ULC Standards

All applicable material, equipment or Goods supplied by the Contractor must meet all of the current standards of the Electrical Safety Authority of which CSA and ULC are examples. Appropriate labels must be affixed to the equipment, including one for the entire assembly or unit and must have a sticker from an ESA recognized certification. All equipment requiring approval (Ontario Hydro One, C.S.A., ULC, etc.) shall be completely assembled and shall bear a label showing approval of assembly prior to delivery.

Occupational Health and Safety Act

The Contractor agrees to observe strictly and faithfully the provisions of the Occupational Health and Safety Act (OHSA) and all regulations and rules and agrees to indemnify and save the Board harmless from any breach or breaches of the OHSA. The Contractor agrees to assume full responsibility for the enforcement of the OHSA to ensure compliance therewith and further acknowledges and agrees that any such breach or breaches by itself or any of its sub-Bidders may result in the immediate termination of this Agreement herein and the forfeiture of all sums owing to it by the Board. The Contractor will be fully responsible to ensure the safety of all workers, students, staff and general public. Only competent and skilled personnel will be provided by the Contractor under this Agreement. It is understood that the Contractor is considered to be the "Constructor" as defined under the Occupational Health and Safety Act for any construction Work performed under the Agreement.

Every person who supplies any machine, device, tool, equipment or service to the Board shall ensure that the machine, tool, device, equipment or service complies with the OHSA and Regulations of Industrial Establishments. The "Burden of Proof" rests with the Contractor.

12. CRIMINAL RECORD CHECK

The Contractor covenants and agrees to obtain a Criminal Background Check including a Vulnerable Sector Police Record Check every year covering offences under the Criminal Code, the Controlled Drugs and Substances Act and any other offences which would be revealed by a search of the automated Criminal Records Retrieval System maintained by the RCMP at the Canadian Police Information Centre ("Police Record Check"), together with an Offense Declaration in a Board approved form, for every individual or employee of the Contractor who may come into direct contact with students on a regular basis at a school site of the Board, on or before September 1 each year thereafter with respect to Offense Declarations. It is a breach of Agreement for the Contractor to allow anyone to be on site who has not provided a criminal background check as required, and the Agreement can be terminated for just cause.

13. TERMINATION

- a. The Board reserves the right to terminate this agreement for convenience at any time without liability.
- b. The Contractor shall have the right to terminate this Agreement on thirty (30) days' prior written notice should the Board fail substantially to perform in accordance with the terms of this Agreement through no fault of the Contractor. The Contractor will accept payment for Services performed to the date of such termination, on a pro-rated basis in accordance with the provisions of this Agreement, in full satisfaction of any and all

claims under this Agreement.

- c. The Board is required to manage contracts in a responsible and effective manner. In order to ensure the Board is holding Contractors accountable for their contractual obligations, the Board will monitor Contractor performance. Acts or incidents considered serious by the Board may result in immediate termination of the Agreement and suspension of bidding privileges for an indeterminate amount of time.

In the event of poor, unacceptable or unsatisfactory performance the following steps will be taken:

- The Board may at its sole discretion issue an oral warning to the Contractor identifying the unsatisfactory performance and requiring the Contractor to correct the same.
- The Contractor will be given the opportunity to respond to the concern and remedy the deficiency in an agreed upon time period, when required.
- Failure to resolve performance issues may result in cancellation/termination of the Agreement and or the suspension of bidding privileges for an indeterminate amount of time.
- If the Contractor has been issued one prior notice, the issuance of a second notice, whether related to the same default in performance or not, may result in immediate termination of the Agreement and suspension of bidding privileges to the Board for an indeterminate amount of time.
- Until the Board is satisfied that the unsatisfactory performance has been corrected, the Board may hold back any payment or amount sufficient to rectify the unsatisfactory performance until its requirements are met.

14. NOTICE

Any notice pursuant to this Agreement shall be delivered personally by prepaid registered post, facsimile or other similar form of electronic communication and addressed as follows:

a. **To the Board:**
 Algoma District School Board
 232A Northern Avenue East
 Sault Ste, Marie, Ontario P6B 4H6
 Attention: Manager of Plant
 Email: severij@adsb.on.ca

b. **To the Contractor:**
 TBD

Attention:
Email:

These addresses shall remain effective unless one Party notifies the other in writing of a change.

15. ASSIGNMENT

The Board may assign this Agreement to any person, firm or corporation without the prior written consent of the Contractor. The Contractor shall not assign its rights under this Agreement without the Board's prior written consent, which consent may be arbitrarily withheld.

If, in the course of carrying out its duties, the Contractor determines that it must retain the services of a subcontractor, the Contractor shall provide the name of such subcontractor to the Board for the Board's prior approval.

16. ENTIRE AGREEMENT

This Agreement and Tender 1026 GCS-HP, including all the Terms and Conditions, Specifications, Requirements, Addenda, together with the Contractor's response thereto, represent the entire Agreement between Parties with respect to the subject matter hereof, and supersedes all previous representations, understandings or agreements, oral or written, between the Parties with respect to the subject hereof.

17. AMENDMENTS MUST BE IN WRITING

This Agreement can be modified, amended or assigned only by a written instrument duly executed by the Parties.

18. SEVERANCE

All of the provisions of this Agreement shall be treated as separate and distinct and if any provision hereof is declared invalid, the other provisions shall nevertheless remain in full force and effect.

19. GOVERNING LAW

This Agreement shall be construed and governed by the laws of the Province of Ontario and the Federal laws of Canada applicable thereto.

20. INDEPENDENT LEGAL ADVICE

The parties hereby acknowledge and confirm that each was advised by the other to obtain independent legal or other professional advice and that by executing this Agreement each hereby confirms that it has had the opportunity to seek independent legal or professional advice prior to execution of this Agreement and has either

- a. obtained such legal or other professional advice, or
- b. Waived the right to obtain such independent legal or other professional advice.

21. DISPUTE RESOLUTION

The Board is committed to promoting fair and open competition among vendors for any purchased goods and/or services. In the event of any dispute or claim arising between the Board and the Contractor as to their respective rights and obligations under the Agreement,

either party may give the other written notice of such dispute or claim. The notification of dispute or claim shall be made to the Area Coordinator within ten (10) days of the dispute or cause of action arising.

The parties agree that they will first work together in good faith to resolve the matter internally by escalating it to higher levels of management. If the dispute or claim cannot be resolved through negotiation to the satisfaction of both parties, the parties may between themselves agree to submit the particular matter to arbitration in accordance with the laws of Ontario. If no agreement is made for arbitration, then either party may submit the dispute to such judicial tribunal as the circumstances may require.

22. AGREEMENT DATE AND EFFECTIVE START DATE

The parties agree that while this Agreement is effective upon signing, the effective start date will be determined at a later date. The Board will provide advance written notification of the effective start date of the Agreement. Performance of services and payment obligations of the Agreement shall not commence until the effective start date. The term of this Agreement shall commence on the effective start date.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives.

SIGNED, SEALED AND DELIVERED	)	
IN THE PRESENCE OF	)	Per: _____
	)	Algoma District School Board
	)	Name: _____
	)	Title: _____
	)	I have the authority to bind the Board
	)	Date: _____
		Per: _____
	)	Contractor Name
	)	Name: _____
	)	Title: _____
	)	Authorized Signing Officer
	)	I have the authority to bind the Company
	)	Date: _____

Schedule A - Contractor Fees

1. Prices are firm for Year 1, Year 2 and Year 3 of the Contract.
2. For the services listed in this agreement, the Board shall pay to the Contractor during the term of this agreement the sum of:

Hornepayne JK-12 Public School	2027 Grass Cutting Season	2028 Grass Cutting Season	2029 Grass Cutting Season
Price Per Cut and Trim Before HST	\$	\$	\$
Approximate Number of Cuts and Trims per Season (Subject to change)	11	11	11
Total price per Season	\$	\$	\$
HST	\$	\$	\$
Total including HST	\$	\$	\$
3-Year Total Cost Including HST	\$		

3. The Contractor will bill the Board on a monthly basis at the end of each month for work completed during the specific month.
4. Grass Cutting and Trimming Locations

School Name	Address	City / Province
Hornepayne JK-12 Public School	162 Fourth St.	Hornepayne, ON

5. All invoices must be sent to the Algoma District School Board at ap@adsb.on.ca . Applicable taxes must be shown as separate line items on all invoices. Payment will be based on Net 30 days from receipt of invoice.

Schedule B - Services

During the term of this Agreement the Contractor shall provide at their expense, all necessary labour, equipment and supplies in order to complete grass cutting as detailed herein in strict compliance with all federal, provincial and local jurisdictional requirements and legislated standards.

All equipment must be equipped with all necessary standard safety devices.

All equipment shall be maintained by the Contractor and be in good mechanical condition throughout the contract term. The Board reserves the right to cancel the Agreement if frequent mechanical breakdowns occur.

Mowing – Grass cutting service is to be provided once every two weeks. The following grass cutting schedule is to be followed, with service dates to take place within three (3) days of the dates noted below. Total number of cuts = 11. These dates may vary slightly.

Total number of cuts = 11

May 17	June 14	July 12	August 9	September 6	October 4
May 31	June 28	July 26	August 23	September 20	

It is the expectation of the Board that the Contractor will be available outside of the schedule listed above should conditions require additional cutting beyond the listed dates. Any additional cuts must be authorized by ADSB Plant department staff only.

Any changes to the scope of work or related instructions must be authorized solely by ADSB Plant Department staff. Authorization from school personnel or any other parties is not valid.

The Board reserves the right to adjust the number of cuts (increase or decrease), or cutting schedule at any time should excessive growth or drought conditions occur or property use requirements change.

- Before mowing, the Contractor will be responsible for ensuring that the area being cut is free of any garbage, paper, debris, rocks, sticks, etc. that may result in damage to any of the Contractor's equipment or to the Board's property. The Board will not be held responsible for any damage that may occur during the completion of work.
- Immediately notify the Plant Department if they observe any unsafe conditions on school grounds such as holes or uneven areas, that could pose a tripping or ankle-injury hazard to staff, students or others.
- Do not damage the bark at the base of the trees or shrubs.
- Grass cutting shall include boulevards in the areas from the school property to the street.
- Grass cutting operations shall not take place during school hours, nor after 10:00 pm.

Trimming

- After every mowing operation, trim all grass, including weeds along parking lots, driveways, concrete curbing, building walls, ditches, fences and structures.
- Trimming services will include all signposts, trees, building perimeter, play structure surrounds, property and perimeter fencing and any other obstruction(s) on the grounds which may limit larger equipment from safely maintaining these areas.
- Ensure that grass clippings are removed from walkways, parking lots, courtyard and entrances.

Schedule C – Other Requirements

1. Comply with the provisions of the Workplace Safety and Insurance Board.
2. The Contractor is required to ensure that their employees, working at Board locations are properly trained in accordance with applicable safety legislation and standards, and without limiting the generality of the foregoing hold all licenses, permits, approvals or certificates required to carry out these services under this Agreement.
3. The Contractor will be responsible for ensuring that the quality of the work performed by their employees is completed to the satisfaction of the Board.
4. The Contractor is responsible for all damage to the Board's or neighboring properties, including contents, caused by the Contractor or its personnel, and shall indemnify and hold harmless the Board from all related claims and injuries.
5. Be available for additional Grass Cutting services outside of the regular grass cutting schedule, if requested by the Board.

Additional work when requested by the Board shall be at the Price per cut and Trim as stated on the Schedule A – Contractor Fees.

6. Refrain from smoking or vaping on School Board property and otherwise comply with the Board's Smoke and Vape-Free Environment policy.
7. The Contractor and its employees shall conform to all school regulations of the Board and shall conduct themselves in a manner so as to ensure the normal functioning of the school. The Contractor shall immediately dismiss or replace any employee who is in breach of this condition. Likewise, should the Contractor as an individual, or the Contractor's staff fail to comply with Board regulations, or display inappropriate conduct, this contract may be terminated without advance notice.

Schedule D - Term

The Agreement will commence in the Spring of 2027 and shall continue for a Three (3) year period, unless terminated, canceled or extended as otherwise provided herein, and will cover grass cutting seasons in the 2027, 2028, and 2029 calendar years.

Schedule E – Tender and Contractor Submission

Tender 1026 GCS-HP and Contractors' submission as accepted by ADSB is included in the Grass Cutting and Trimming Services Agreement.