

## **INDEPENDENT CONTRACTOR AGREEMENT [GRASS CUTTING]**

**THIS AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019

**BETWEEN**

(the “Contractor”)

**AND**

**TOWN OF STRATFORD**

(the “Town”)

This Agreement sets forth the terms of agreement between the Town and the Contractor in regard to grass cutting services for Town properties.

### **SERVICES AND COMPENSATION**

1. The services to be provided by the Contractor to the Town are grass cutting and trimming services and are more completely described in Appendix “A” hereto annexed (the “Services”).

### **TERM**

2. The term of this Agreement shall commence on May 10, 2019 and end on May 31, 2022 (the “Term”), subject to early termination as set out in Sections 9 and 10 of this Agreement.

### **CONTRACTOR RESPONSIBILITIES**

3. The Contractor will be paid for the Services rendered during the Term in accordance with and as described in Appendix “B” hereto annexed.
4. The Contractor is solely responsible for providing any and all equipment, supplies and fuel required in connection with provided the Services and any and all expenses incurred in connection with providing the Services (including insurance costs).

5. The Contractor shall be solely responsible for all legally required employer and employee contributions and deductions for the Contractor and any staff, including Worker's Compensation, Canada Pension Plan, Employment Insurance, federal and provincial income taxes, and medical coverage. The Contractor shall provide proof of registration, indicating "clear standing" status with the applicable Worker's Compensation agency.
6. The Contractor shall comply with all applicable Town policies.
7. The Contractor warrants that he/she is a sole proprietor and is a resident of Canada. Entering this Agreement does not constitute employment by the Town or employment under the *Employment Insurance Act* (PEI). **[NOTE: This clause may have to be amended/deleted depending upon who secures the contract]**
8.
  - a) The Contractor shall, at his/her/its own cost, provide and maintain during the entire term of this Agreement commercial general liability insurance in the minimum amount of \$3,000,000, with an insurer and in a form satisfactory to the Town, naming the Town as an additional insured and providing 60 days' notice in writing of any material changes or cancellations. The Contractor shall provide the Town with satisfactory proof of such insurance.
  - b) The Contractor agrees to indemnify and save harmless the Town, the Town's Council members, employees and agents against any and all liabilities, actions, losses, damage, costs and expenses which the Town, its Council members, employees and agents may sustain, incur, suffer or be required to pay by reason of the Contractor's breach of this Agreement or by reason of any act, omission, fault, default or negligence of the Contractor or of those for whom the Contractor is responsible at law. This indemnity shall not be prejudiced by, and shall survive, the termination of this Agreement.

## TERMINATION

9. This Agreement may be terminated as follows:
  - a) By the Town where:
    - (i) in the reasonable opinion of the Town, the Services provided by the Contractor are deemed unsatisfactory, inadequate, or are improperly provided;
    - (ii) in the reasonable opinion of the Town, the Contractor has failed to comply with any substantive term or condition of this Agreement; or
    - (iii) the Contractor becomes bankrupt or insolvent.

10. Upon termination of this Agreement, the Contractor shall cease to provide any further Services. The Town shall be under no obligation to the Contractor other than to pay, upon receipt of an invoice and satisfactory supporting documentation, such compensation as, in the reasonable opinion of the Town, the Contractor may be entitled to receive under this Agreement for work completed to the satisfaction of the Town up to the date of termination.

**GENERAL PROVISIONS**

11. The parties agree that all notices required to be given under this Agreement shall be well and sufficiently given if sent by registered mail, postage prepaid as follows:

TO THE CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO THE TOWN

Town of Stratford  
Attn: Chief Administrative Officer  
234 Shakespeare Drive  
Stratford, PE C1B 2V8

and any such notice shall be deemed to have been given and received on the second business day after which the envelope containing the notice was deposited and registered in a post office. In the event of an interruption of mail service, all notices shall be delivered by personal delivery.

12. This Agreement, or any of the rights or obligations thereunder, shall not be assigned in whole or in part by the Contractor without the prior written consent of the Town. This Agreement shall enure to the benefit of and be binding upon the parties, their heirs, executors, administrators, successors and permitted assigns.
13. The Appendices attached to this Agreement form part of this Agreement.
14. This Agreement contains the entire agreement between the parties. There are no undertakings, representations, or promises, express or implied, other than those contained in this Agreement.
15. This Agreement shall be construed and governed by the laws of the Province of Prince Edward Island.
16. This Agreement can only be amended by mutual written consent of the parties.

17. The waiver by either party of any breach or violation of any provision of this Agreement shall not operate, or be construed, as a waiver of any similar subsequent breach or violation of it.
18. The headings provided in this Agreement are for convenience and ease of reference only and shall not affect the interpretation or construction of this Agreement.
19. This Agreement may be executed in counterparts, each of which, when so executed and delivered to the other parties, shall be deemed to be an original, and when taken together, shall be deemed to be one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have affixed their signatures as of the day and year first written above.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_

TOWN OF STRATFORD

Per: \_\_\_\_\_

Per: \_\_\_\_\_

## Appendix “A” The Services:

### Town Properties:

The Contractor shall cut and trim all grass at the following Town properties:

1. Stratford Town Centre, 234 Shakespeare Drive
2. 110 Mason Road (Excluding ball field and around main Bldg & Garage)
3. Starling Parks (Starling Cres two properties)
4. Walkway (Underpass)
5. Lantz Park (Glencove Drive)
6. Kenny Park (Between Langley and Rosebank Roads)
7. Sprucehill Park (Nottingham Drive by Cable Heights Water Station)
8. Reeves Estate Park (Matwood and Dewar)
9. Tea Hill Park
10. Tea Hill Tower Site (Just off Tea Hill Cres.)
11. Rankin Park (Entrance off of Wren Drive)
12. Reddin Park (Entrance off of Stratford Road or Barclay Ave.)
13. Pondsides Park
14. Picton Beete Park (Picton Beete Drive).
15. Partridge Lane Park (Corner Partridge Lane and Brandy).
16. Zakem Park (Corner Ferguson and Zakem).
17. Bellevue Cove Park (Isleview Drive)
18. Greensview Park (Off Cul-De-Sac)
19. Clearview Estates Berm by Trans Canada Highway
20. Holland Drive by Courtyard Seniors (Sides of trail and field)
21. MacNeil Community Center (Excluding ball fields inside fence)
22. Business Park (Excluding flat Playing Surfaces of soccer fields)
23. Williams Gate Park (Williams Gate S/D)
24. Strathearn / Rosebank / Connolly Lane (Just off Rosebank Road)
25. Strawberry Lane Properties (Strawberry Hill S/D) Added 2016
26. Stonington Park (Stonington S/D) Added 2016
27. Greenspace Behind 34 Harvest Added 2018
28. Saints Cres Park (Across from 94 Saints) Added 2018
29. Clearview Estates Park (Behind 30 Earl Drive) Added 2018

### Stratford Seniors Complex:

The Contractor shall cut and trim all grass at 26 Mutch Drive, Stratford Seniors Complex.

### Utility Properties:

The Contractor shall cut and trim all grass at the Sewerage Treatment Plant, 10 Stratford Road. This includes the ditch area between the Trans Canada Highway and the Treatment plant fence.

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**Business Park Vacant Land:**

Grass shall be cut once per month from the period between May 10 - October 31, unless otherwise directed by the Town's Infrastructure Staff. (Minimum 6 cuts)

**Ditches, greenbelts, miscellaneous other locations:**

Grass shall be cut at the discretion of the Town's Infrastructure staff and is to be billed as additional work. Only work pre-authorized by the Town will be paid.

**Damage to Property**

Damage to property caused by the grass cutting operations is the responsibility of the Contractor. When cutting near trails and residences, mower chutes must be directed away from trail surfaces and homes. Mower chutes must remain in the down position at all times during grass cutting procedures.

**Conditions for Cutting**

All grass shall be cut to ensure that height of grass does not exceed 3" for duration of this Agreement. Trimming is included in tender price. The tender price shall also include raking whenever necessary. Trimming includes trimming in ditches and swales and around trees and posts.

**Necessary Equipment**

The Contractor must have enough equipment at its disposal to meet the terms of this Agreement. The Contractor must also have enough standby equipment to complete the grass cutting operations without delays due to break downs. All this equipment must be maintained in good working condition. The Contractor will not substitute any equipment for that proposed in this Agreement without prior written approval from the Town.

**Appendix "B"**

The Town shall pay the Contractor for the services rendered in accordance with schedules "A", "B", "C", "D" reproduced below, which payment shall be made in equal monthly installments on the last day of each month.

Any additional work requested by the Town and performed by the Contractor, outside the scope of the Services, shall be paid at the rate of \$\_\_ per hour, plus HST, during the Term.

**Schedule "A" Grass Cutting Tender Bid Form 2019**

We \_\_\_\_\_ agree to provide the necessary labour, material and equipment to perform grass cutting operations in the Town of Stratford in accordance with the Tender Form and Agreement for the following prices:

|   |       |     |       |
|---|-------|-----|-------|
| Grass Cutting - Town Properties (Section 3.1) | Price | HST | Total |
| Firm Price – 2019                             |       |     |       |

|  |       |     |       |
|--|-------|-----|-------|
| Grass Cutting - Seniors Property (Section 3.2) | Price | HST | Total |
| Firm Price - 2019                              |       |     |       |

|   |       |     |       |
|---|-------|-----|-------|
| Grass Cutting -Utility Property (Section 3.3) | Price | HST | Total |
| Firm Price – 2019                             |       |     |       |

|   |       |     |       |
|---|-------|-----|-------|
| Grass Cutting - Business Park (Section 3.4) | Price | HST | Total |
| Firm Price - 2019                           |       |     |       |

|   |       |     |       |
|---|-------|-----|-------|
| Grass Cutting – Ditches & Green Belts (Section 3.5) | Price | HST | Total |
| Firm Price - 2019                                   |       |     |       |

|                                       |
|---------------------------------------|
| Hourly Rate -<br>Additional Work 2019 |
|                                       |

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

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



**Schedule "B" Grass Cutting Tender Bid Form 2020**

We \_\_\_\_\_ agree to provide the necessary labour, material and equipment to perform grass cutting operations in the Town of Stratford in accordance with the Tender Form and Agreement for the following prices:

| Grass Cutting – Town Properties<br>(Section 3.1) | Price | HST | Total |
|--|-------|-----|-------|
| Firm Price – 2020                                |       |     |       |

| Grass Cutting – Seniors<br>Property (Section 3.2) | Price | HST | Total |
|---|-------|-----|-------|
| Firm Price - 2020                                 |       |     |       |

| Grass Cutting –Utility<br>Property (Section 3.3) | Price | HST | Total |
|--|-------|-----|-------|
| Firm Price – 2020                                |       |     |       |

| Grass Cutting - Business Park<br>(Section 3.4) | Price | HST | Total |
|--|-------|-----|-------|
| Firm Price - 2020                              |       |     |       |

| Grass Cutting – Ditches &<br>Green Belts<br>(Section 3.5) | Price | HST | Total |
|---|-------|-----|-------|
| Firm Price - 2020   |       |     |       |

| Hourly Rate -<br>Additional Work 2020 |
|---------------------------------------|
|                                       |

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

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

**Schedule "C" Grass Cutting Tender Bid Form 2021**

We \_\_\_\_\_ agree to provide the necessary labour, material and equipment to perform grass cutting operations in the Town of Stratford in accordance with the Tender Form and Agreement for the following prices:

| Grass Cutting – Town Properties (Section 3.1) | Price | HST | Total |
|---|-------|-----|-------|
| Firm Price – 2021                             |       |     |       |

| Grass Cutting – Seniors Property (Section 3.2) | Price | HST | Total |
|--|-------|-----|-------|
| Firm Price – 2021                              |       |     |       |

| Grass Cutting –Utility Property (Section 3.3) | Price | HST | Total |
|---|-------|-----|-------|
| Firm Price – 2021                             |       |     |       |

| Grass Cutting - Business Park (Section 3.4) | Price | HST | Total |
|---|-------|-----|-------|
| Firm Price - 2021                           |       |     |       |

| Grass Cutting – Ditches & Green Belts (Section 3.5) | Price | HST | Total |
|---|-------|-----|-------|
| Firm Price - 2021                                   |       |     |       |

| Hourly Rate - Additional Work 2021 |
|------------------------------------|
|                                    |

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

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

**Schedule “D” - Grass Cutting Tender Bid Form 2022**

We \_\_\_\_\_ agree to provide the necessary labour, material and equipment to perform grass cutting operations in the Town of Stratford in accordance with the Tender Form and Agreement for the following prices:

| Grass Cutting – Town Properties (Section 3.1) | Price | HST | Total |
|---|-------|-----|-------|
| Firm Price – 2022                             |       |     |       |

| Grass Cutting – Seniors Property (Section 3.2) | Price | HST | Total |
|--|-------|-----|-------|
| Firm Price - 2022                              |       |     |       |

| Grass Cutting –Utility Property (Section 3.3) | Price | HST | Total |
|---|-------|-----|-------|
| Firm Price – 2022                             |       |     |       |

| Grass Cutting - Business Park (Section 3.4) | Price | HST | Total |
|---|-------|-----|-------|
| Firm Price - 2022                           |       |     |       |

| Grass Cutting – Ditches & Green Belts (Section 3.5) | Price | HST | Total |
|---|-------|-----|-------|
| Firm Price - 2022                                   |       |     |       |

| Hourly Rate - Additional Work 2022 |
|------------------------------------|
|                                    |

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

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