



**TOWNSHIP OF SOUTH-WEST OXFORD  
2025-2026 GRASS CUTTING CONTRACT**

All sealed tenders must be clearly marked as to the contents and submitted:

Adam Prouse  
Works Superintendent  
Township of South West Oxford  
312915 Dereham Line, Mt. Elgin ON

**Tenders will be received until Thursday, Feb 20, 2025 at 11:00 am, local time.**

### **Submission of Tenders**

The Township of South-West Oxford is accepting tender applications for lawn maintenance, grass cutting and trimming, in areas within the Municipality for a two (2) year term. For the first year of this contract, the successful contractor will be on probation. The lowest or any quotation will not necessarily be accepted. The Township of South-West Oxford reserves the right to award the contract in any manner it may choose and to accept or reject any bid.

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Tenders will be received at the Municipal office located at 312915 Dereham Line, Mt. Elgin, ON.

The Tender document will be publicly advertised on the Township website at [www.swox.org](http://www.swox.org). Only documents posted on the Township's website are to be considered the "official" documents. The Township accepts no responsibility for the accuracy of information found on other websites. Bid documents are only published on the Township's website.

The bid process is being carried out as outlined in the [Township's Purchasing Policy](#). A copy of the policy is available on the Township's website.

Each property to be maintained must be priced separately.

Contractor must bid on all properties.



# Township of South-West Oxford 2025-2026 Grass Cutting Contract Form of Tender and Agreement

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**Between:**

The Township of South-West Oxford  
312915 Dereham Line  
Mt. Elgin  
ON, N0J 1N0

**And**

**The Contractor** *(please complete)*

<b>Contractor</b>	
<b>Address</b>	
<b>Address</b>	
<b>Postal Code</b>	
<b>Phone Number</b>	
<b>Contact Person</b>	

### Information to Bidder

#### **The Successful bidder must:**

1. Have WSIB certification and abide by the current Ontario Health & Safety Act and Regulations.
2. Complete and abide by the Township of South-West Oxford Health and Safety Contractors Responsibilities & Duties – Tendered - Procedure No. 25 (see Procedure 25 attached).

#### **Growing Season**

3. Should the grass cutting leave a noticeable amount of grass clippings on the ground, the contractor shall take whatever means required to remove the clippings and bring the surface to a suitable condition. Depending on the quantity, this may require raking, sweeping, additional passes over the area, etc. This requirement, while applicable at all locations, has the most significance in areas where regular activity takes place (Ball Diamonds, soccer areas, playgrounds, high traffic public areas, etc.)
4. The contractor shall move typical park items such as picnic tables, benches, garbage cans, etc. out of the way to cut the grass. The items shall be moved back to the original location following cutting.
5. The contractor shall ensure that mud, grass clumps, grass clippings and other debris are not deposited on walkways, sidewalks, parking lots and driveways, play structures. If conditions are such that debris is deposited, the contractor shall make arrangements for the materials to be removed.
6. The contractor shall ensure that grass clippings are not blown onto ball diamonds, playgrounds, walking trails, driveways, and other inappropriate locations. The Contractor shall adhere to instructions provided by the Township.
7. The Contractor should be aware that the Township does not generally spray for weeds or grass control, and as such **any necessary trimming is required along fences and around any immovable structures including ball park bleachers.**
8. The contractor shall not cut the grass when weather or grass conditions are wet and will lead to clumping and poor cutting performance.
9. The contractor shall have regard to the safety of park users. Should grass cutting activities pose a safety concern to park users, the contractor shall utilize the following options:

- Advise park users of the safety concerns and ask them to move to a safe distance;
  - Adjust cutting procedures to start in a different location allowing park activity to finish;
  - Adjust cutting directions so stones, debris not directed at park.
10. The Contractor shall co-ordinate grass cutting with activities taking place in the parks (ex. tournaments, special events, etc.) and shall work with the Townships public works department to provide a high level of service to the community.
11. The Contractor, **on request**, shall perform an initial spring cleanup of twigs, branches, litter, etc. prior to the first cut of the season. The Township will not provide facilities and/or assistance to dispose of the material. **Please indicate an hourly rate for this service below.**
12. During the season the contractor agrees to pick up any litter that may be present prior to cutting the grounds. This should be minimal, but if it becomes excessive, the Contractor is requested to advise the Township. **This service is to be provided within the per cut pricing and is not a separate charge.**
13. During the season, the contractor agrees to pick up branches, twigs, limbs and other debris that may be present following a storm or high winds. The contractor is only required to pickup what can be reasonably be handled by one person and is not responsible for cutting branches and trees, or bringing in heavy equipment.
14. The Contractor agrees to provide the necessary equipment including trim mowers, weed eaters, etc. to trim around all objects in the area being cut, including any road boulevard in front of the park or property. **Trimming, as required, shall be done each time grass is cut. Contractors are required to exercise care when trimming around trees to prevent damage to the tree.**

### **Liability, Insurance, WSIB, Health & Safety**

15. The Contractor shall employ only orderly, trained, competent and skillful people to do the work and the Contractor's employees shall be fully covered under the Workplace Safety and Insurance Act by the Contractor and shall provide an up-to-date Clearance Certificate from the Workplace Safety and Insurance Board. All subcontractors must be approved in writing by the

Township before commencing any work and the Contractor is responsible for ensuring that their employees comply with the terms of this Agreement.

16. The Contractor acknowledges and accepts all risk arising or pertaining to the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly.
17. The Contractor shall indemnify and save harmless the Township from any and all claims, demands, actions, losses or property damage arising directly or indirectly from the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible. Contractor shall protect and hold Township harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by Township in connection with such litigation. The indemnities contained in this Agreement shall not be prejudiced by and shall survive the termination of this Agreement.
18. The Contractor shall, during any time in which it is providing services to the Township, take out and keep in full force and effect property damage and public liability insurance in which the limits of public liability and property liability shall not be less than two million (\$2,000,000) dollars per occurrence, the whole at the Contractor's sole cost and expense. All policies shall be written with insurance companies qualified to do business in the Province of Ontario and shall name the Township as an additional insured and a certificate acknowledging same must be provided to the Township before commencement of the contract and upon renewals during the term of this agreement.
19. The Contractor shall abide by and shall ensure that each of the Contractor's employees and sub-contractor's employees (if applicable) abide by the Occupational Health & Safety Act and all relevant regulations, the Contractors Health & Safety Policies and Rules. The Contractor will also be able and willing at such times as recommended by the Township to provide additional precautions as deemed necessary by the Township for safe-guarding employees and equipment. The Contractor further acknowledges and agrees that any violation of safety rules or regulations is justification for the immediate termination of its Contract with the Township, without any further obligation on the part of the Township.
20. The Contractor shall, at its own expense, obtain and maintain in good standing all permits and licenses required by any authorities having jurisdiction over the business of the Contractor. The Contractor shall also comply with all federal, provincial and municipal governmental laws and regulations which are applicable to its business, and in particular, those

affecting health and safety, workers' compensation and environmental matters.

21. This Agreement shall be constructed and enforced in accordance with the laws of the Province of Ontario and the parties agree to attorney to the jurisdiction of the Courts of that Province.
22. This Agreement embodies the entire agreement of the parties with regard to the matter herein, and no other agreement shall be deemed to exist, except as entered into in writing by both parties to this Agreement.
23. The Contractor shall be responsible for any damage to grounds, buildings, structures, etc., however, caused by the Contractor. The Contractor shall be given the opportunity to make appropriate repairs or arrangements thereto. If the Contractor fails to make satisfactory repairs or refuses to carry out such repairs the Township may make arrangements for the required repairs. The Contractor shall be responsible for payment for the repairs.
24. The Contractor shall not assign this Agreement or any part of it and may not employ or retain anyone as a subcontractor or otherwise, to perform any part of its obligations under this agreement without the prior written consent of the Township's Works Superintendent.
25. The Contractor, when submitting a statement for payment, shall include the dates and time when the cuttings were made.
26. The Township shall have the right to suspend the Contractor for unsatisfactory performance of the terms of this agreement provided seven (7) days notice is given by registered mail or personal delivery by the Township to the Contractor.
27. The Township reserves the right to remove specific locations from the contract should the circumstances at the location change (ie. Property sold, grass removed, etc.)
28. It is the Townships intent to name the successful bidder to this Tender for a three (2) year period, with the option to renew for two (2) additional (1) year periods.
29. Prior to any work being done the contractor shall meet before each cutting season in person with the public works Superintendent to discuss and verify the terms of this contract.

**Other Public Agencies**

30. Prior to submitting this tender, it is of significant importance that all potential respondents be advised of the following. It is clearly understood that by submitting a tender in accordance with this document, the bidder is agreeing that other public agencies may review the tender document and further, if a successful bidder is selected by the Township and other public agencies deem it is in their best interest to join the Township contract under the same terms and conditions, then one or more parties may join the Township contract, if mutually agreed upon between the interested public agency and the successful bidder.

31. Bids which are incomplete, conditional, or obscure, or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be disqualified at the sole discretion of the Township

**The Contractor is Required to complete the Following**

Describe the equipment to be used to fulfill this contract:

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**Provide at least three Referenes**

Company	Contact	Phone Number and Email

### **Payment**

Where there is a question of non-performance involved, payment in whole or in part against which to charge back any adjustments required will be withheld.

The Township reserves the right to cancel or delete any portion of the work and the bidder agrees to such cancellation or deletion without any claim whatsoever because of such cancellation or deletion.

### **Terms of Payment**

The terms of payment for all invoices relating to this tender/proposal are net 30 days unless otherwise specified in the document.

### **Sales Tax**

The successful proponent/bidder, if and when required, will provide any necessary documentation that the Township would require to support sales tax recovery claims.

**Specified Municipal Property Particulars**  
(see attached maps)

<b>Property #</b>	<b>Property Name</b>	<b>911 #</b>	<b>Road</b>	<b>Village</b>
01	Brownsville Park	292240	Culloden L.	Brownsville
02	Brownsville Fire Hall	292244	Culloden L	Brownsville
03	Storage Building	312899	Dereham L	Dereham Centre
04	Dereham Centre Hall	312901	Dereham L	Dereham Centre
05	Dereham Centre Park	263900	Prouse Rd	Dereham Centre
06	Municipal Office	312915	Dereham L	Dereham Centre
07	Dereham Works Yard	312917	Dereham L	Dereham Centre
08	Water Reservoir	323528	Mt. Elgin Rd	Verschoyle
09	Mt Elgin Hall & Park	333204	Plank L	Mt Elgin
10	Mt Elgin Fire Hall	333269	Plank L	Mt Elgin
11	Salford Hall & Park	383908	Salford Rd	Salford
12	Foldens Hall & Park	374091	Foldens Line	Foldens
13	Hilltop park	5	Graydon dr.	Mt.Elgin
14	Sweaburg Lions Park	474379	Dodge Line	Sweaburg
15	Peace Park	15	Lisas Drive	Sweaburg
16	Tommy Williams Park	474465	Dodge Line	Sweaburg
17	Beachville Fire Hall	434696	West Hill	Beachville
18	Beachville Park	584571	Beachville Road	Beachville
19	Upper Thames Park	434821	Zorra Line	Beachville
20	Loweville Pond	434706	West Hill Line	Beachville
21	Loweville Park	47	Spruce Street	Beachville
22	Centerville Pond	354491	Mill Line	Centerville
23	Beachville museum	584367	Beachville rd	Beachville

Request for tender for 2025 – 2026 Lawn Maintenance including Weed Eating Costs (Per Cut) for specified Municipal Properties listed below:

Property #	Property Name	2025	2026
		\$	\$
01	Brownsville Park	\$	\$
02	Brownsville Fire Hall	\$	\$
03	Storage Building	\$	\$
04	Dereham Centre Hall	\$	\$
05	Dereham Centre Park	\$	\$
06	Municipal Office	\$	\$
07	Dereham Works Yard	\$	\$
08	Water Reservoir	\$	\$
09	Mt Elgin Hall & Park	\$	\$
10	Mt Elgin Fire Hall	\$	\$
11	Salford Hall & Park	\$	\$
12	Foldens Hall & Park	\$	\$
13	Graydon park sub.	\$	\$
14	Sweaburg Lions Park	\$	\$
15	Peace Park	\$	\$
16	Tommy Williams Park	\$	\$
17	Beachville Fire Hall	\$	\$
18	Beachville Park	\$	\$
19	Upper Thames Park	\$	\$
20	Loweville Pond	\$	\$
21	Loweville Park	\$	\$
22	Centerville Pond	\$	\$
23	Beachville museum	\$	\$
<b>Total Per Cut (HST extra)</b>		\$ =====	\$ =====



Price/Hr. rate for spring cleanup \$ \_\_\_\_\_

**Insurance**

Insurance for this contract is with: \_\_\_\_\_

**(Proof of insurance must be provided within 30 days of acceptance of the tender and upon policy renewal during the term of this contract)**

Name	
Contact	
Address	
Phone Number	

WSIB Registration # \_\_\_\_\_

Parks and grassing cutting areas viewed?       Yes       No

Other Information you wish to provide to help evaluate the tender submissions:

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Once offered on behalf of the Contractor and accepted by the Township, this Form of Tender and Agreement is a legally binding contract between the Contractor and the Township for Grass Cutting in 2025, 2026 as the case may be.

**For the Contractor:**

**For the Township:**

Company Name: \_\_\_\_\_

Signing Authority (Print Name): \_\_\_\_\_ Signature: \_\_\_\_\_

Dated: \_\_\_\_\_



**Township of South West Oxford Signing Authorities:**

\_\_\_\_\_  
Mayor: David Mayberry

\_\_\_\_\_  
CAO/Deputy Clerk: Mary Ellen Greb

Dated: \_\_\_\_\_