

**CEMETERY GROUNDS MAINTENANCE CONTRACT**

This Contract dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF ENDERBY** having an office located at 619 Cliff Avenue, Enderby, B.C. V0E 1V0

(hereinafter called the "City")

AND:

XXX

XXX

XXX

(hereinafter called the "Contractor")

**WHEREAS** the City owns and operates the Cliffside Cemetery located at 169 Enderby-Grindrod Road ("the Cemetery");

**AND WHEREAS** the City wishes to retain the services of a maintenance contractor for the Cemetery;

**NOW THEREFORE WITNESSETH** that in consideration of the covenants and agreements set out the parties agree as follows:

1. The term of this contract shall be for a period of six (6) months, commencing on the 1<sup>st</sup> day of April and ending on the 1<sup>st</sup> day of October, with the option to extend by up to one month at the City's discretion, in each of the years 2019, 2020 and 2021. Upon mutual agreement, this contract may be extended for an additional two years at a rate agreed upon by both parties. Note that for each year of the term of this Contract, the Contractor shall be responsible for the grounds clean-up immediately prior to Remembrance Day of that same year and payment for this service will have deemed to have been paid in previous contract payments in accordance with Section 9 of this Contract.
2. The Contractor covenants and agrees to provide cemetery grounds maintenance services throughout the term of this contract in accordance with Schedules "A" and "B" attached and forming a part of this contract.

3. The Contractor shall not assign or sublet this Contract without the prior express written agreement of the City.
4. The Contractor shall at their expense, throughout the term of the Contract secure and maintain a comprehensive general liability insurance policy with a limit of no less than \$2,000,000 per occurrence against claims for death, bodily injury and property damage. The Contractor shall provide evidence of coverage at or before the time the contract comes into effect and to provide timely evidence of renewal thereafter.
5. The Contractor shall be in good standing and provide WorkSafeBC coverage for all of its employees throughout the term of this Contract. The Contractor shall serve as the Prime Contractor while working at the Cemetery.
6. The Contractor shall indemnify and save harmless the City of Enderby and its officers, employees, elected officials, servants and agents from and against any and all liabilities, damages, losses, costs, expenses, (including lawyer's fees and litigation expenses) incurred in any actions, claims, suits and other proceedings in connection with or arising from:
  - (a) any breach or non-performance by the Contractor of any obligation contained in this Contract;
  - (b) any loss, damage, or injury to property or any loss or injury to any person, including death, occurring in or about the Cemetery and resulting from the negligence or wilful misconduct of the Contractor, its employees, agents and contractors; and
  - (c) any other wrongful act or neglect of the Contractor, its employees, agents and contractors, in or about the Cemetery, including loss caused by the dishonesty of the Contractor's employees.
7. The Contractor's obligations under Section 6 shall survive any expiration or termination of this Contract.
8. The Contractor shall carry out and provide the services and requirements outlined in this Contract to the satisfaction of the Cemetery Administrator.
9. In consideration of the performance of the Contractor in accordance with this contract, the City agrees to pay the Contractor the sum of \$XXX per month, plus GST during the term of this contract.....(to be amended once contract awarded).
10. At the option of the City, this Contract shall terminate immediately in any of the following situations:

- (a) Upon the dissolution of the Contractor's proprietorship;
  - (b) In the event that the Contractor is incapacitated and unable to provide the cemetery maintenance services to the City for a period of seven (7) days in any calendar year; or
  - (c) Breach of the terms of this Contract by the Contractor for ten (10) days after written notice has been given to the Contractor by the City, if the Contractor has not corrected the breach in that time, or taken reasonable actions to correct the breach as quickly as possible, with such actions to continue until the breach has been remedied with time being of the essence. Such written notice shall be deemed to be validly given to the Contractor if delivered to their office or mailed postage prepaid to the current place of business. Any notice mailed to the Contractor shall be deemed to have been received by them on the second business day following the date of mailing. Notice may be provided by fax or email, which shall be deemed received immediately upon sending.
11. Notwithstanding the provisions contained in Section 10, the City may terminate this Contract without cause upon providing a 30 day notice of termination, for which no termination penalty or other damages shall be owed by the City as a result.
12. In the event that the City elects to terminate this Contract under the provisions of Section 10 or 11 above, the obligations of the City to under this Contract shall cease save and except that the Contractor shall be entitled to payment of all monies owed to them or accrued to the date that the termination takes effect.
13. The provisions of this Contract shall inure to the benefit and be binding upon the heirs, executors, administrators, and assigns of the parties.

**IN WITNESS WHEREOF** the parties hereto have executed this Contract by their duly authorized officers at Enderby, British Columbia.

THE CORPORATE SEAL of the **CORPORATION OF THE CITY OF ENDERBY** was hereto affixed in the presence of:

\_\_\_\_\_  
Chief Administrative Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

## **CEMETERY MAINTENANCE CONTRACT**

### **Schedule "A"**

#### **Operational Specifications**

1. The Contractor shall, in a good and workmanlike manner, provide all aspects of Cemetery grounds maintenance in areas listed in this Contract in conformity with and to the standards set out in this Contract and under the general direction of the Cemetery Administrator.
2. The Contractor and its employees and agents shall at all times exercise tact and diplomacy and good public relations in the performance of duties outlined in this Contract.
3. The Contractor shall supply and maintain in good working condition, at its sole cost, all vehicles, equipment and tools necessary to carry out the obligations of this Contract.
4. The Contractor shall supply, at its sole expense, all safety equipment and clothing for use of its employees and/or agents in the performance of their duties under this Contract.
5. The Contractor shall ensure that all its employees and/or agents are trained in the safe use of all equipment and tools employed in the performance of their duties, in a manner consistent with the WorkSafeBC occupational health and safety regulations and guidelines.
6. The Contractor shall at all times during the course of this Contract be responsible for the safety of its employees and the public in the work and the service provided, and for the safety, adequacy, efficiency and sufficiency of its machinery, equipment and the methods of completing the work and providing the service.
7. The Contractor is to take note that there may be considerable variation in the total quantity of services required from month to month or events. At those times the Contractor shall adjust resources and schedules accordingly.
8. Damage to any City or private properties caused by the Contractor, its employees or agents during the course of its duties is the responsibility of the Contractor.
9. The Contractor will perform any reasonable duties requested by the City in a reasonable time. Any requests outside the scope of this Contract will be

negotiated between the City and the Contractor at a rate agreed upon by both parties.

10. The Contractor shall provide recommendations to the Cemetery Administrator for weed control, major tree management, fertilizing, pest control and any other related grounds maintenance service that may require the services of another party and are outside the scope of this Contract.
11. The Contractor shall obtain approval from the Cemetery Administrator prior to the purchase of unanticipated materials and products that are within the scope of the City's responsibility to supply.
12. The Contractor shall document and report to the Cemetery Administrator any acts of vandalism at the Cemetery.

## **CEMETERY MAINTENANCE CONTRACT**

### **Schedule “B”**

#### **Specific Duties**

##### **General Maintenance**

The following duties shall be carried out regularly, and in a timely manner, during the course of the Contract:

- Cut grass as required
- Weed grounds as required (note: the City shall pay for the cost of a weed control application at the start of the season)
- Rake or remove debris from grounds, including branches (note: large branches may be piled in a designated spot on site, for removal by Public Works, with advanced notice)
- Prune and maintain vegetation around perimeter
- Prune and maintain vegetation at cemetery entrance and along entry drive
- Prune any low-hanging tree branches which are unhealthy or interfering with maintenance (note: the City shall pay the costs of any major tree maintenance, such as removing high branches)
- Collect and dispose of any litter on the grounds
- Empty garbage containers and dispose of contents
- Sweep and clean walkways around cremation areas
- Remove weeds and debris from cremation areas
- Remove artificial flowers in accordance with cemetery bylaw
- Remove fresh flowers upon deterioration
- Notify the City of sunken graves or headstones requiring leveling
- Report vandalism, damage, or suspected unlawful activities to Cemetery Administrator immediately

##### **Specific Events**

- Notify City at start and end of season to request water turn-on and turn-off
- Perform an extra check of grounds following windstorms and perform additional clean-up and groundskeeping as required
- Perform an extra check of grounds prior to Mother’s Day, Father’s Day, and Remembrance Day and perform additional clean-up and groundskeeping as required