

**THE CORPORATION OF THE MUNICIPALITY OF HURON SHORES  
Cemeteries Caretaker Contract Tender**

SEALED TENDERS WILL  
BE RECEIVED BY:

Natashia Roberts  
CAO/Clerk  
PO Box 460, 7 Bridge Street  
IRON BRIDGE, Ontario  
POR IHO

**ENVELOPE TO BE CLEARLY MARKED  
"CEMETERIES CARETAKER TENDER"**

TENDER CLOSING DATE: **November 6, 2023**

TENDER CLOSING TIME: **4:00 p.m.**

TENDER OPENING: November 6, 2023, 4:10 p.m.

WORK TO COMMENCE: On or about the 1<sup>st</sup> day of May 2024

CONTRACT PERIOD: May 1, 2024 to December 31, 2024

TENDER FOR: Cemeteries Caretaker Services for the active Arnill, Carlyle, Spruce Grove and Sunset Cemeteries and inactive Day Mills and McArthur Cemeteries.

**LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED.**

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**DESCRIPTION OF THE WORK**

1. The Council of the Municipality of Huron Shores invites tenders for cemetery caretaker services for the active Arnill, Carlyle, Spruce Grove and Sunset Cemeteries and inactive Day Mills and McArthur Cemeteries, for a contract period commencing on or about May 1, 2024 and ending December 31, 2024, or as agreed to by extension.

**SPECIAL PROVISIONS**

**BASIS OF PAYMENT**

1. Payment at the Contract price shall be compensation in full for performing the work specified in the tender and for the supply of all labour necessary to complete the work to the satisfaction of the Municipality for the Contract period. Payment will be made monthly, based on work performed in the previous month and as outlined in the invoice submitted to the Municipality.

**ADMINISTRATION ARRANGEMENTS**

1. Tenders will be received at the Corporation of the Municipality of Huron Shores, 7 Bridge St., P.O. Box 460, Iron Bridge, Ontario P0R 1H0, until 4:00 p.m., Monday, November 6, 2023, and will be opened at 4:10 p.m. for consideration at the regular meeting of Council to be held November 8, 2023.
2. Tenders received after the closing date and time will not be accepted.
3. All information regarding the work and services required under this project should be directed to:

Natashia Roberts, CAO/Clerk  
natashia@huronshores.ca  
P.O. Box 460, 7 Bridge Street  
Iron Bridge, Ontario, P0R 1H0  
Phone: (705) 843-2033

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**TERMS OF THE CONTRACT**

1. Once awarded, the contract will commence on or about May 1, 2024 and terminate on December 31, 2024.
2. The Contract may be extended from year to year at the agreement of the Municipality and the Contractor.

**BASIS OF REJECTION OF TENDER**

Tenders not conforming to the following requirements will be disqualified.

1. Tenders must be legible, in ink or by typewriter.
2. The Municipality must receive tenders by the closing date and time.
3. Tenders must be on the form provided by the Municipality.
4. Tenders must be signed and sealed by an authorized official of the bidding organization.
5. Tenders must not be qualified or conditional in any way.
6. All blank lines on the Tender Submission Form shall be completed and include **all** costs.

**REJECTION OF AWARD**

1. Bidders are informed that the Municipality accepts the bidder's submission in good faith and by so doing, if the successful bidder rejects the contract award or attempts to withdraw their bid after the opening date and time, the bidder shall then be liable for any or all costs incurred by the Municipality to award the contract to the next eligible bidder, the cost being the difference between the two bid submissions and any other costs incurred by the Municipality.

**SPECIFICATIONS**

1. The Contractor agrees to perform the work and services as follows:

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- provide timely grounds maintenance (ie. grass cutting, whipper snipping, manicuring, tree trimming, leveling grounds, soil and grass seeding applications, etc.);
  - open and close all graves/plots for required interments;
  - locate and prepare bases for monuments;
  - locate plots, as necessary;
  - assist Huron Shores Cemetery Board (Board) with monument straightening and repair, etc.;
  - relocate earth within Cemetery, as necessary;
  - transportation of persons and equipment to, from and between Cemeteries;
  - act in a respectful manner when in discussion with the bereaved and remain inconspicuous during burial ceremonies;
  - advise the Board of any and all maintenance and care issues;
  - advise Public Works Superintendent of any issues surrounding equipment maintenance;
  - keep complete records of hours of work and types of services performed at each Cemetery, to be submitted with each invoice;
  - be available to attend Board and/or Council meetings, when required;
  - perform other duties as approved by the Board and/or Municipality.
3. All equipment and supplies for lawn maintenance purposes and monument straightening will be provided by the Municipality. The Contractor must maintain all equipment and supplies provided and, with sufficient notice, provide a list of required purchases to the Municipal Purchasing Department.

The Contractor is responsible for acquiring the equipment needed for opening and closing grave sites. The Contractor is responsible for all transportation necessary to move persons and equipment to, from and between the Cemeteries. These equipment and transportation costs will be borne by the Contractor and must be included in the bid price per person hour.

4. Plot purchases will be done through the Municipal Office.
5. The Contractor agrees to prepare and submit to the municipality an invoice, on or about the first day of every month, itemizing the work completed in the previous month. Within two weeks of receiving the invoice, the Municipality agrees to pay the Contractor the invoiced amount, based on the service provided.

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6. The Contractor shall be solely responsible for securing the Cemetery properties prior to and upon exiting.

**GENERAL CONDITIONS**

1. The Contractor shall abide by all Acts, by-laws, and regulations relative to the performance of the work.
2. The Municipality shall mean The Corporation of the Municipality of Huron Shores; the Council shall mean the Council of The Corporation of the Municipality of Huron Shores; the Board shall mean the Huron Shores Cemetery Board; and the Clerk shall mean the CAO/Clerk, or any such other person, partnership or corporation as may be authorized by Council to act on his/her behalf in any particular capacity.
3. If at any time, in the opinion of the Clerk, the work is not being completed as set out in the Contract, the Contractor will be advised by the Clerk and if, for any reason, the two parties disagree, the matter will be brought before the Board and/or Council.
4. The bid must show the price per person hour of work, which must also include all applicable contract costs (eg. taxes, travel expenses, employer-related costs, liability insurance, etc.).
5. Conditional bids shall not be accepted.
6. Adjustments to the tender by telephone or fax will not be accepted. A bidder must withdraw or supersede his/her bid with a revised submission prior to the specified closing date/time.
7. Erasures, overwriting or strikeouts must be initialed by the person signing on behalf of the organization submitting a bid.
8. Prices are open for acceptance by the municipality for thirty (30) calendar days from the tender closing date.
9. The municipality reserves the right to reject any or all tender submissions in whole or in part without incurring any liability whatsoever.
10. Should a bidder find discrepancies or omissions from the document prior to the closing date, the office of the Municipality issuing the tender is to be contacted as soon as possible in order

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that a written instruction or an addendum can be issued to each bidder.

11. All Contractors and Subcontractors shall comply with all legislation and regulations that may be applicable to this tender.
12. The Contractor agrees that he/she is an independent Contractor for all purposes and employees of the Contractor shall not be or be deemed to be employees of the Municipality.
13. The Contractor agrees not to assign or subcontract services without prior written consent of the Municipality. The Contractor shall submit, if required, names and addresses of all individuals who will be performing work and services under this Agreement.
14. The Municipality does not cover the Contractor or his/her employees under the Workplace and Safety Insurance Act. The Contractor is responsible for paying all dues and assessments payable under the Workplace and Safety Insurance Act, the Employment Insurance Act or any other Act, whether Provincial or Federal, for himself/herself and his/her employees. The Contractor shall, upon request, furnish the Municipality with satisfactory evidence that he/she has complied with the provisions of such Acts.
15. The Contractor shall comply with the Occupational Health and Safety Act and Regulations, and will be responsible for the compliance therewith of any of his/her employees and will provide proof of Health & Safety Training upon request.
16. The Contractor shall take out and keep in force for the duration of the contract a comprehensive policy of public liability and property damage insurance acceptable to the municipality providing insurance coverage in respect of any one accident to the limit of at least \$2,000,000.00 against loss or damage resulting from bodily injury or death of one or more persons and loss of damage to property and such policy shall name the Municipality as an additional insured thereunder and shall protect the Municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the Municipality or any other public or private property resulting from or arising out of any action or omission on the part of the Contractor or any of his/her servants or agents during the execution of the contract and the Contractor shall forward a certified copy of the policy or certificate thereof to the Municipality before the work is started.

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17. The successful bidder shall also deliver proof of Workplace Safety Insurance Board coverage prior to commencement of work under the contract.
18. Where the Contractor is of the opinion that any of the work or services ought to be expanded, curtailed, reduced or modified, the Contractor agrees to immediately advise the municipality accordingly in writing and to obtain the prior written permission of the municipality to make any such variation.
19. The Contractor agrees to protect, indemnify, keep indemnified and save harmless the Municipality and its officers, servants and agents from and against all claims, demands, costs, actions, causes of actions, expenses, legal fees whatsoever which may be taken or made against them or any of them incurred or become payable by them or any of them for any loss, damage or injury, including death of any nature or kind whatsoever arising out of or in consequence of any act, neglect, or omissions including negligent acts or negligent omissions of the Contractor in connection with the performance of this contract.
20. The Contractor shall be solely responsible for the care and protection of all equipment and property, and to be completely confidential *in present and in future* regarding verbal conversations heard and/or written material witnessed during the term of this Agreement; breach of confidentiality during the term of this agreement may result in immediate termination of this Agreement, in whole or breach of confidentiality beyond the term or termination of the agreement may result in legal action against the Contractor.
21. The successful Contractor shall be placed on a 3-month probation from date of signing of the Contract.
22. The Municipality and the Contractor agree that this Agreement may be terminated by either party at any time without reason provided that thirty (30) days written notice is given.
23. The Municipality and the Contractor agree that official communication will be through the Council of the Municipality or another member as designated in writing.

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24. The Municipality reserves the right to request references from individuals / businesses for which similar work has been performed.

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**TENDER FOR CONTRACT - TENDER SUBMISSION FORM**

The Contractor has carefully examined the conditions and specifications attached and referred to in this contract, and has carefully examined the Cemeteries and understands and accepts the said conditions and specifications and for the price set forth in this tender, hereby offers to furnish all labour and services to complete the work in strict accordance with said conditions and specifications.

I / WE (Contractor) agree to commence work on or about the 1<sup>st</sup> day of May, 2024 and to diligently perform the work set out, ending December 31, 2024, or as agreed to by extension.

I / WE (Contractor) hereby submit the following bid price:

**\$ \_\_\_\_\_ per person hour**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

CONTACT NAME (print): \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

\_\_\_\_\_

DATE: \_\_\_\_\_