



CORPORATION OF THE TOWNSHIP OF AUGUSTA

BY-LAW NUMBER 3040

**BEING A BY-LAW TO
AWARD THE TENDER CONTRACT FOR
RECONSTRUCTION OF BRANCH ROAD AND CHARLEVILLE ROAD**

WHEREAS the Municipal Act, 2001 c. 25 S.O. 2001 section 8 allows for the Powers of a Natural Person and those powers may include the entering into an agreement for service;

AND WHEREAS it is deemed expedient to provide for the reconstruction of Branch Road and Charleville Road as per tender 2013-16 and to award the contract to the successful bidder.

NOW THEREFORE the Council of the Township of Augusta authorizes and accepts the submitted tender offer of G. Tackaberry and Sons Construction Company Limited in the amount of \$929,189.00 plus HST, pursuant to all the terms and conditions therein, as hereto attached.

READ a first and second time this 29th day of July, 2013.

READ a third time and passed this 29th day of July, 2013.



REEVE



CLERK

SCHEDULE "A"

TERMS OF SERVICE AGREEMENT BETWEEN:

The "**Corporation of the Township of Augusta**"
(hereinafter referred to as the "**Township**")

and

G. Tackaberry and Sons Construction
(hereinafter referred to as the "**Contractor**")

This agreement is for G. Tackaberry and Sons Construction to pulverize, supply and place granular material, apply tack coat, lay hot mix asphalt HL-2 & HL-3 and perform ditch cleaning, re-grading to create positive drainage on Branch /road and . All work will be performed accordance to the contract 2013-16, attached.

TOWNSHIP'S OBLIGATIONS

1. The Township shall provide access to the work site at all reasonable times as may be required in the execution of the Contractor's duties.
2. The Township shall provide instructions and information to the Contractor that may be necessary in the proper execution of duties.
3. The Township shall process payment for approved invoices within 30 days of receipt.
4. The Township may terminate this Agreement:
 - a) For failure to comply with the terms of this Agreement immediately on providing written notice of termination, or
 - b) For any other justified cause upon providing at least 10 days written notice of termination.

If termination is under paragraph (b), the Township shall pay that portion of outstanding fees owing to the Contractor as is applicable to the completion of satisfactory service prior to termination.

CONTRACTOR'S OBLIGATIONS

1. The Contractor shall provide all labour and equipment necessary to fulfill the obligations of the Contract within the terms specified.
2. The Contractor shall employ only qualified and competent persons to perform the required work, and shall ensure that said individuals are adequately trained and supervised to fulfill their work duties.
3. The Contractor shall receive and abide by all instructions from the Township that may be relevant to the proper performance of the work.
4. The Contractor shall inform the Township in writing of any problems encountered during the course of work performance, or of any relevant issues requiring the Township's attention.
5. The Contractor shall submit invoices in a timely manner, and shall provide all relevant supporting information as may be required from time to time.
6. The Contractor shall not employ the services of a sub-contractor in the performance of contractual obligations without the written consent of the Township.
7. The Contractor shall not assign his/her rights under this Agreement without prior written consent from the Township.

8. The Contractor shall not provide services to any parties that may, in the Township's reasonable opinion, give rise to a conflict of interest between the Contractor's duties to said parties and to the Township.
9. The Contractor shall abide by all applicable laws and regulations, and shall maintain all required licenses, permits, policies and coverage's (i.e. WSIB, \$2,000,000 General Liability Insurance naming the Township as an additional insured party with respect to the proponent's operations, acts and omissions relating to its obligations and commitments as proposed hereunder) throughout the term of this Agreement.
10. The Contractor shall indemnify and save harmless the Township, its employees and agents from any losses, claims, damages, actions, causes of action, costs or expenses that we or any of our employees or agents may sustain, incur, suffer, or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, either directly or indirectly, by reason of any act or omission by the Contractor or any of his/her agents, employees, officers, directors, or subcontractors in providing the Services.

GENERAL PROVISIONS

Regulations

The Contractor shall abide by all applicable Provincial and Federal Statutes and regulations, including the Occupational Health and Safety Act of Ontario, the Employment Standards Act, Industrial Standards Act, and any other legislation that may be relevant to the proper performance of the work.

Project Management

The implementation of this Contract will be under the jurisdiction of the Public Works Manager of Public Works of the Township (hereinafter referred to as the 'Public Works Manager'), or his duly appointed designate. Any changes to the provisions of this agreement will be made in writing.

Completion

The Contractor shall diligently prosecute his work on this Contract to completion on, or before, the *1st day of November, 2013*.

Performance Criteria and Work Inspection

It is incumbent upon the Contractor to utilize adequate equipment and work effort that is suitable to providing the anticipated results. The Public Works Manager will periodically inspect the work. The Contractor shall promptly correct work that does not meet the established performance criteria to the satisfaction of the Public Works Manager at no additional cost to the Contract.

Payment

Payment at the Contract Price shall be considered compensation in full for performance of the work specified and for the supply of all labour, equipment and material (except as otherwise provided) necessary to complete the work to the satisfaction of the Public Works Manager.

The Tender Quantities are estimates only, and may be increased or decreased by the Public Works Manager without alteration of the Contract Price. Should such increase or decrease exceed 20% of the Tender Quantities, however, either party to the Contract may submit a written request for a revision to the Unit Price, citing the reasons for said request.

Measurement for payment shall be made only for materials that have been delivered, incorporated, and approved by the Public Works Manager. Payment will be made within 30 days of receipt of the approved invoice.

Taxes

All applicable taxes, shall be shown separately on each invoice, and will be paid to the Contractor in addition to the amount certified for payment. The Contractor shall provide the Public Works Manager with applicable tax registration numbers which will be shown on all payment certificates issued by him. The Contractor will not make any provision for Provincial or Federal taxes in the prices tendered under this Contract.

Certification and Payment

Certification and Payment of the Contract shall be paid after all of the specified performance requirements have been met with the exception of the 10% hold back.

Final payment will be made upon the passing of 46 days and the contractor supplies the Township with a Statutory Declaration that all bills and subcontractors are paid.

1. Any unresolved disputes between the Contractor and the Township arising from this Agreement shall be referred to and finally resolved by arbitration under the Commercial Arbitration Act.
2. Any notice contemplated by this Agreement must be in writing, and either:
 - a. Sent by fax or e-mail to the addressee's appropriate direction, as specified in this Agreement;
 - b. Delivered by hand to the addressee's place of business;
 - c. Delivered by hand to the addressee's duly authorized agent or employee;
 - d. Mailed by registered post to the addressee's place of business.

ONTARIO PROVINCIAL STANDARDS

The Ontario Provincial Standard Specifications (OPSS) form part of this contract but are not reproduced herein. The contractor is responsible for obtaining and having on site, a current issue of the OPSS. The OPSS is the standard specification for this contract. The Special Provisions and Tender Items will take precedence over the OPSS where a conflict arises. Applicable OPSS are identified for each Tender Item under the OPSS No. Column of the Tender Item List.

Signed at Maynard this _____ day of May, 2013

Corporation of the Township of Augusta

NAME & POSITION

SIGNATURE

CM LAROCQUE CAO/CLERK
NAME & POSITION


SIGNATURE

Contractor: _____

NAME & POSITION

SIGNATURE