

The Corporation of the Town of Tecumseh

By-Law Number 2022-089

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Matassa Incorporated for the drainage repair and improvements to the Curtis Drain.

Whereas Matassa Incorporated was awarded the tender for the drainage repair and improvements to the Curtis Drain;

And Whereas The Corporation of the Town of Tecumseh is desirous of entering into an Agreement with Matassa Incorporated, for the drainage works to the Curtis Drain;

And Whereas under Section 5 of the *Municipal Act 2001*, S.O. 2001 c.M.25, the powers of a municipality shall be exercised by its Council by by-law.

Now Therefore the Council of The Corporation of The Town of Tecumseh enacts as follows:

1. **That** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement between The Corporation of the Town of Tecumseh and Matassa Incorporated, dated the 13th day of December, 2022, a copy of which Agreement is attached hereto and forms part of the by-law and to do such further and other acts which may be necessary to implement the said Agreement.
2. **That** this by-law shall come into force and take effect upon on the date of the third and final reading thereof.

Read a first, second, third time and finally passed this 13th day of December, 2022.

Gary McNamara, Mayor

Jennifer Alexander, Acting Clerk

**FORM OF AGREEMENT
FOR
Curtis Drain
IN THE TOWN OF TECUMSEH**

THIS AGREEMENT made (in triplicate) this 25 day of NOVEMBER, 2022

BETWEEN:

THE CORPORATION OF THE TOWN OF TECUMSEH
Hereinafter called the "OWNER"

Of the First Part;

-and-

Matassa Incorporated
Hereinafter called the "CONTRACTOR"

Of the Second Part.

WHEREAS the tender of the Contractor respecting the construction work, hereinafter referred to and described, was accepted by The Corporation of the Town of Tecumseh on the **13th of December 2022**

THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants hereinafter contained, the Parties hereto agree as follows:

1. The Contractor hereby covenants and agrees to provide and supply at its expense, all and every kind of labour, machinery, equipment and materials for and to undertake and complete in strict accordance with its tender submission dated the **17th of November 2022** and the tender contract documents, including the general conditions of the contract, the plans and drawings and specifications prepared by R. Dobbin Engineering Inc. all of which said documents are annexed hereto and form part of this agreement to the same extent as if fully embodied herein, for the price or sum of **\$878,575.00** (H.S.T. Included)

1. The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the Owner within the period of time specified in the said tender.
2. The Contractor further covenants and agrees that it will at all times indemnify and save harmless the Owner, its officers, servants and agents, from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the Owner, its officers, servants and agents by reason or in consequence of the execution and performance or maintenance of the said work by the Contractor, its servants, agents or employees.
3. The Contractor further covenants and agrees to furnish in accordance with the above specifications either: a Performance and Maintenance Bond, certified cheque, or irrevocable letter of credit, satisfactory to the Treasurer of the Corporation of the Town of Tecumseh in the amount of 100% of the contract, guaranteeing the faithful performance of the said work, in accordance with the terms of this Agreement.
4. It is understood and agreed that the Contractor will not commence or proceed with the construction work hereinbefore described or any part thereof, unless and until the Contractor has been instructed in writing so to do.
5. The Owner hereby covenants and agrees that if the said work shall be duly and properly executed and materials provided as aforesaid, and if the Contractor shall carry out, perform and observe all of the requirements and conditions of this agreement, the Owner will pay to the Contractor the contract price herein set forth in its tender, such payment or payments to be made in accordance with the provisions of the general conditions of the contract referred to above.
6. This agreement and everything herein contained shall ensure to the benefit of and be binding upon the Parties hereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper Officers in that behalf, respectively.

**THE CORPORATION OF THE
TOWN OF TECUMSEH**

SEAL


Per: _____
Gary McNamara, Mayor

Per: _____
Jennifer Alexander, Acting Clerk


Date



Matassa Incorporated



Witness*

Per: 

FRANK MATASSA

Witness*

Per: _____

*Not necessary if Corporate Seal affixed

We / I have the authority to bind the Corporation