

The Corporation of the Town of Tecumseh

By-Law Number 2023-032

Being a by-law to authority the execution of an Agreement between The Corporation of the Town of Tecumseh and South Shore Contracting of Essex County Inc.

Whereas South Shore Contracting of Essex County Inc. was awarded the tender for the replacement of Snake Lane culvers numbers 42, 53 and 54 in the Town of Tecumseh in accordance to the plans, drawings and specifications prepared by Dillon Consulting Limited;

And whereas The Corporation of the Town of Tecumseh is desirous of entering into an Agreement with South Shore Contracting of Essex County Inc. for the replacement of Snake Lane culvers numbers 42, 53 and 54 in the Town of Tecumseh

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 South Shore Contracting of Essex County Inc dated the 14th day of March, 2023, 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 14th day of March, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk

FORM OF AGREEMENT
FOR
REPLACEMENT OF SNAKE LANE CULVERTS #42, #53, AND #54
IN THE TOWN OF TECUMSEH

THIS AGREEMENT made (in triplicate) this 14 day of March, 2023.

BETWEEN:

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

Of the First Part;

- and -

SOUTH SHORE CONTRACTING OF ESSEX COUNTY INC.
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 Corporation of the Town of Tecumseh on the 14 day of March 2023.

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 dated the **February 16, 2023** and the contract documents, including the general conditions of the contract, the plans and drawings and specifications prepared by DILLON CONSULTING LIMITED all of which said documents are annexed hereto and form part of this agreement to the same extent as if fully embodied herein, and relating to the project known as : **Replacement of Snake Lane Culverts #42, #53, and #54 in The Town Of Tecumseh** and for the price or sum of **one million one hundred seventy-eight**

thousand three hundred thirty dollars (H.S.T. Excluded) (\$1,178,330.00).

2. The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner within the period of time specified in the said tender.

3. 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.

4. The Contractor further covenants and agrees to furnish in accordance with the above specifications a Performance Bond and a Labour and Material Payment Bond each in the amount equivalent to one hundred percent (100%) of the Total Tender Price, in such form and issued by such surety as may be approved by the Owner's Solicitor, guaranteeing the faithful performance of the said work, in accordance with the terms of this agreement.

5. It is understood and agreed that the Contractor will not commence or proceed with the construction work herein before described or any part thereof, unless and until the Contractor has been instructed in writing to do so.

6. 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.

7. 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.

OWNER'S SEAL

CORPORATION OF THE TOWN OF TECUMSEH

Owner

GARY MCNAMARA, MAYOR

ROBERT AUGER, CLERK

CONTRACTOR'S SEAL

SOUTH SHORE CONTRACTING OF ESSEX COUNTY INC.
Contractor

Jeff Malott , Contractor

Contractor's Address:
South Shore Contracting of Essex County Inc.
1511 County Road 20, Amherstburg On, N9V 2YB