

# **The Corporation of the Town of Tecumseh**

## **By-Law Number 2023-090**

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Amico Infrastructure Inc. for the construction services of the Tecumseh Road Sidewalk Rehabilitation

**Whereas** Amico Infrastructure Inc. was awarded the tender for the construction for the Tecumseh Road Sidewalk Rehabilitation (Project).

**And whereas** The Corporation of the Town of Tecumseh is desirous of entering into an Agreement with Amico Infrastructure Inc. on the Project;

**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 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 Amico Infrastructure Inc. dated 12<sup>th</sup> day of September 2023, a copy of said Agreement is attached hereto and forms part of this by-law and further to do such further and other acts which may be necessary to implement the said Agreement.

**Read** a first, second, third time and finally passed this 12th day of September, 2023.

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Gary McNamara, Mayor

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Robert Auger, Clerk

**FORM OF AGREEMENT**  
**FOR THE**  
**TECUMSEH ROAD SIDEWALK REHAB 2023**  
**IN THE TOWN OF TECUMSEH**

**THIS AGREEMENT** made (in duplicate) this 12th day of September 2023

BETWEEN:

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

Of the First Part;

**-and-**

**Amico Infrastructures 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 The Corporation of the Town of Tecumseh on the 12th day of September 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 submission dated August 10, 2023 and the tender contract documents, including the general conditions of the contract, the plans and drawings and specifications prepared by The Corporation of the Town of Tecumseh, 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 \$214,458.00 (H.S.T. Excluded).

2. 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.
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 in the amount equivalent to one hundred (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 hereinbefore described or any part thereof, unless and until the Contractor has been instructed in writing so to do.
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 on that behalf, respectively.

THE CORPORATION OF THE  
TOWN OF TECUMSEH

SEAL

Per: \_\_\_\_\_  
Gary McNamara, Mayor

Per: \_\_\_\_\_  
Robert Auger, Director Legislative  
Services & Clerk

SEAL

Amico Infrastructure Inc.

\_\_\_\_\_  
Witness\*

Per: \_\_\_\_\_  
Jamie DiLaudo, Vice President

Amico Infrastructures Inc.  
2199 Blackacre Drive Unit 100  
Oldcastle, Ontario  
N0R1L0

\*Not necessary if Corporate Seal affixed

We / I have the authority to bind the Corporation



## **Request for Tender**

### **Tecumseh Road Sidewalk Rehab - 2023**

**July 25, 2023**

Town of Tecumseh  
917 Lesperance Rd.,  
Tecumseh, ON N8N 1W9  
Telephone (519) 735-2184  
[Website: www.tecumseh.ca](http://www.tecumseh.ca)

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**ELECTRONIC PROPOSAL SUBMISSION ONLY** shall be received by Bids &Tenders, no later than the closing time and date.

The Following is a tentative schedule to assist interested Proponents with the anticipated schedule (Dates and times) of significant events associated with this RFP process, in general, The Town reserves the right to alter the schedule at its sole discretion.

<b>Closing Time and Date</b>	<b>Thursday, August 10, 2023 2:00 pm</b>
<b>Question Period Closing Time and Date</b>	<b>Friday August 4, 2023, 4:30 pm</b>
<b>Review and Evaluation of Submissions</b>	<b>Friday August 10, 2023, 2:05 pm</b>
<b>Committee Approval</b>	<b>August 2023</b>
<b>Council Approval</b>	<b>August 2023</b>
<b>Contract Award</b>	<b>August 2023</b>



## Section A – Information for Applicants

### 1 Quotation Name

- 1.1. This Request for Quotes (RFQ) will be referred to as the “RFQ – Tecumseh Road Sidewalk Rehab - 2023

### 2 Scope of Work

- 2.1. The Corporation of the Town of Tecumseh (Town) is seeking quotes to Remove all brick pavers, pole bases, and install stamped concrete to match existing (see appendix A) along Tecumseh Rd from City limits to Bedell.

### 3 Closing Time and Date

- 3.1. Quotations must be received no later than 2:00 pm on Thursday, August 10, 2023.
- 3.2. Proponents must successfully upload to Bids & Tenders on or prior to the submission deadline. Submissions that are not fully and successfully uploaded to Bids & Tenders on or prior to the submission deadline will not be accepted and will be returned unopened. Hard copies, facsimile (fax) or emailed quotations will not be accepted.

Proponents are cautioned that uploading large documents may take considerable time, depending on the size of the file(s) and internet connection speed. Proponents should allocate sufficient time to upload documents and finalize their submissions prior to submission deadline.

Prior to being able to download a copy of the Quotation documents, Proponents must create an account and then register to be a ‘Plan Taker’ for this Quotation. You must be a registered plan taker to submit a bid. Proponents may preview bid documents and /or download a watermarked copy prior to registering as a plan taker and creating an account to review the project.

Failure of any Proponent to comply with this section will result in the disqualification of the Proponent and the rejection of its submission.

### 4 Tender Opening

- 4.1. The opening of the submissions shall commence at **2:05 pm on Thursday, August 10, 2023** unless the Purchasing Officer or designate, acting reasonably, postpones the opening to some later hour, but the opening shall continue once started, until the last bid is opened. There will not be a public opening as the bids are being received and opened electronically. Unofficial results of the opening will be available on the website immediately following the

opening.

## 5 Proponent Questions and Clarifications

- 5.1. Proponents having questions or finding discrepancies or omissions in the document or specifications or having doubts as to the meaning or intent thereof, shall at once notify, the Town of Tecumseh, who shall send written instructions or explanation by addenda to all proponents, as required. All questions and requests for clarification are to be submitted through the question section of the online portal.
- 5.2. Proponents may, during the bidding period, be advised by addendum of any additions, deletions, or alterations to specifications. All such changes shall be covered in the RFQ and shall become part of the RFQ documentation. It will be the Proponent's responsibility to ensure they are registered as a plan taker to receive any addenda that are issued.
- 5.3. The deadline for questions regarding this RFQ will be **Friday, August 04, 2023 at 4:30 pm**. The Town of Tecumseh cannot guarantee a response to questions received after this time. Should any questions be considered relevant to all Proponents, the Town of Tecumseh will provide both the question and the written answer to all known Proponents in the form of an addendum. Proponents are solely responsible for ensuring that the Town of Tecumseh has current contact information on file for the Proponents.

## 6 General Terms and Conditions

- 6.1. This RFT is subject to the Town of Tecumseh's Procurement Policies and Procedures as outlined in the Town of Tecumseh Purchasing By-Law 2021-63 and as amended with By-Law 2021-103.
- 6.2. The successful proponent agrees that the Town has the right to accept or reject all or any portion of this Tender.
- 6.3. The successful proponent shall employ a high standard of public relations and communication.
- 6.4. All necessary information may be obtained at the Town of Tecumseh online Tender Portal at: <https://www.tecumseh.ca/en/town-hall/bids-and-tenders.aspx>
- 6.5. Bid Bond & Agreement to Bond
  - 6.5.1. Proponents shall upload their bid bond and Agreement to Bond in the amount of 10% of the Tender price to the Town labelled as such with their submission.

6.5.2. The Bid Bond may be a CCDC 220 form, or other form used by a Surety company, authorized by law to do business in the Province of Ontario.

6.5.3. Original copies shall be made available within five (5) days upon request from the two lowest submissions.

6.5.4. The original bid bond will be returned once the contract documents have been received and executed.

## 6.6 Contract Security

6.5.5. Contract security requirements upon being awarded the Contract, shall be equal to the percentage of the total bid price, as specified below, including taxes;

6.5.5.1. Performance Bond 100%

6.5.5.2. Labour & Material payment Bond 100%

6.5.6. The Proponent shall provide a performance bond in the form of CCDC 221 and a labour & material payment bond in the form of CCDC 222 or the most recent Ontario provincial standard form.

6.5.7. The contract security shall be kept enforced throughout the duration of the Contract including the guarantee, warranty, or maintenance period of the Contract or until the Contract is deemed complete by the Corporation of the Town of Tecumseh.

## 7 Evaluation and Award Process

7.1. Each response to this RFQ will be evaluated by the Town to determine the degree to which it responds to the specifications as described.

7.2. The evaluation of the Quotation(s) shall be comprised of the following stages:

7.2.1. Compliance: The quotation will be reviewed to confirm compliance with all the mandatory requirements of the RFQ. Quotations meeting all the quotation requirements will proceed to price evaluation.

7.2.2. Price: the quotation with the best price will proceed to the award of the project.

## 8 Proponents Cost

8.1. Each Proponent is solely responsible for all costs it incurs in the preparation of its Quotation, including, without limitation, all costs of providing information requested by the Town, attending, and participating in any interviews or meetings and conducting due diligence, or responding to any questions or

clarifications or request for additional information made by the Town.

## **9 Vendor Performance Evaluation**

- 9.1. At the completion of every contract, service or receipt of goods, the Manager or applicable Department Director will complete a performance evaluation.
- 9.2. The Purchasing Officer will provide the proponent with a copy of the review and will keep a copy on file in accordance with the Town's record retention policy.
- 9.3. Documented poor performance or non-performance on any contract may be used to determine the eligibility of a Proponent on future procurements.
- 9.4. The Proponent can request a debriefing to discuss any performance evaluation.

## **10 Limitation of Liability**

- 10.1. The Successful Proponent shall indemnify and hold harmless the Town, its officers, council members, partners, agents and employees from and against all action, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Town and against all loss, liability judgments, claims, suits, demands of expenses which the Town may sustain, suffer or be put to resulting from or arising out of the company's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service, required hereunder to be performed or rendered by the company, its agents, officials and employees. Signing the acceptance, the proponent will be subject to the laws of the Province of Ontario and Canada.
- 10.2. The Successful Proponent shall employ a high standard of public relations and communication.
- 10.3. The Successful Proponent agrees that the Owner has the right to accept or reject all or any portion of this Quotation.
- 10.4. The Successful Proponent to whom this Agreement is awarded will be required to supply prior to commencing any work:
- 10.5. A Certificate of Liability Insurance or a certified copy of the Proponent's insurance policy. The Liability Insurance shall:
  - i. Have a limit of comprehensive general liability of not less than **\$5,000,000.00** inclusive for any occurrence.
  - ii. Be comprehensive liability insurance covering all operations and liability assumed under this agreement with the Town.

- iii. Include insurance against liability for bodily injury and property damage caused by vehicles owned by the Contractor and used on the work, and in addition, shall include insurance against liability for bodily injury and property damage caused by vehicles not owned by the Proponent and used on the work. Each such insurance shall have a limit of liability of not less than **\$2,000,000.00** inclusive for any one occurrence. A “vehicle” shall be as defined in the Highway Traffic Act.
  - iv. Be endorsed to provide that the policy or policies will not be altered, cancelled, or allowed to lapse without thirty (30) days’ prior notice to the Town.
  - v. Name the Town and the Municipality wherein the work is to be undertaken as insured parties.
- 10.6. The Proponent agrees to perform the whole of the work and to apply all materials, labour, tools, plant, and machinery, necessary to do the work.
- 10.7. Workplace Safety and Insurance: The Proponent shall furnish evidence of compliance with all requirements of the Workplace Safety and Insurance Act and the Workplace Safety and Insurance Board. Such evidence to include a certificate of good standing issued prior to the execution of the Proponent, and a further certificate issued annually on or before the anniversary date of each year.
- 10.8. Compliance with Laws, Regulations and Policies: The Proponent shall comply with all labour, police, health, environment, sanitary and other laws, and regulations imposed by public bodies having jurisdiction during the Term.
- 10.9. The Proponent shall be, or shall become, familiar with all such laws, regulations, and policies which in any manner affect the performance of the Contract, those engaged or employed in the work, or affect facilities or equipment used in the work, or which in any way may affect the conduct of the work and no plea of misunderstanding will be considered on account of ignorance thereof. Without limiting the generality of the aforesaid, it shall be the Proponent’s responsibility to comply with:
- Environmental Protection Act and Regulations;
  - Workplace Safety and Insurance Act;
  - Occupational Health and Safety Act;
  - Safety or other Policies established by the Authority or the Town;
  - Construction Lien Act and regulations;

- Ministry of Transportation Regulations including the Commercial Vehicle Operating Regulations; and
  - Electrical Safety Authority.
- 10.10. The Proponent shall indemnify and hold harmless the Town of Tecumseh and its employees against and from all suits or actions arising from any Health and Safety violations as well as the cost to defend such charges as a result of any violation.
- 10.11. The Proponent shall comply with all applicable municipal, provincial, and federal laws pertaining to the Proponent's services provided herein to the Town including, without limiting generality, all labour, police, health, environmental, public health and sanitation laws and regulations imposed by public bodies having jurisdiction over such matters.
- 10.12. Please be advised that the Owner has a Policy on Health & Safety. The successful Proponent is requested to ensure that employees are advised and have a sound knowledge of this policy.
- 10.13. **Safety and First Aid:** Without limiting the generality of Section B 9.8 "Compliance with Laws, Regulations and Policies," the Proponent shall:
- i. Provide and maintain the necessary items and equipment as called for under the First Aid Regulations of the *Workplace Safety and Insurance Act* and the *Occupational Health and Safety Act*.
  - ii. Comply with requirements of the Workplace Hazardous Materials Information System (WHMIS) regarding the use, handling, storage, and disposal of hazardous materials, and regarding labeling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada. Deliver copies of WHMIS data sheets to the Town on delivery of materials.
  - iii. Provide full-time supervision of on-site activities of own forces to ensure applicable regulations and specification requirements are being followed.
  - iv. Take all necessary precautions to ensure the continuous safety of any contract workers, the owner, and the general public at large on the Owner's property.
  - v. Provide the company's Health and Safety Policy prior to the commencement of the agreement.
- 10.14. In the event of a site visit from the Ministry of Labour and in the event this Ministry of Labour person gives written warning to any contravention to the *Health and Safety Act*, a written copy is to be given to the Town of Tecumseh.

## **11 Accessibility for Ontarians with Disabilities Act (AODA)**

- 11.1. The Proponent shall ensure that all its employees, agents, volunteers, or others for whom the Proponent is legally responsible receive training regarding the provisions of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 191/11 (the "Regulation") made under the *Accessibility for Ontarians with Disabilities Act, 2005* as amended (the "Act").
- 11.2. The Proponent shall ensure that such training includes, without limitation, a review of the purpose of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Proponent shall submit to the Town, as required from time to time, documentation describing its customer service training policies, practices and procedures and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents, volunteers, or others who received such training.
- 11.3. The Town reserves the right to require the Proponent to amend its training policies to meet the requirements of the Act and the Regulation.

## **12 Section B – Specifications**

### **13 Description of Work**

- 13.1. The Town of Tecumseh is requesting bids from qualified Proponents to remove all the brick paving stones along Tecumseh Rd. including old pole bases and specified trees as shown in the drawings. The successful Proponent will then pour and stamp concrete to match existing in accordance applicable OPSS Specifications.
- 13.2. The Proponent must supply labour, materials, and equipment to perform the work as described in Section B, 13 – Description of Work.

All safety precautions while working in the ROW shall be undertaken, including, but not limited to;

- Traffic control in accordance with OTM Book 7
- Sidewalk access for AODA purposes' except where closure is required for safety;
- protection of area once excavated to prevent tripping hazards;

### **14 Removal and Replacement of Sidewalks**

The Proponent will supply all labour and equipment to:

- i. Supply all signage in accordance with OTM Book 7 to work from the roadway and perform the work as described, including closing the sidewalk where needed.
- ii. Remove and dispose of all brick pavers as shown on attached drawings.
- iii. Remove and dispose of existing old light pole bases identified on drawings.
- iv. Remove and grind stump to 125 mm below sidewalk base.
- v. Install granular A to adjust base where needed and compact using mechanical compaction equipment.
- vi. Construct 100 mm thick, 30 MPA stamped coloured concrete sidewalk inlay with 6 – 8% air entrainment (or matching existing width).
- vii. Install four (4) 10 M dowels 100 mm into existing concrete sidewalk panel; two (2) on each side of the panel anchored with a concrete adhesive.



- viii. Install 12 mm x 100 mm expansion joints abutting existing concrete and at 6 m intervals.
- ix. Sidewalks are to be backfilled with high-quality topsoil free of weeds and to be seeded with high-quality grass seed. The contractor is to be responsible for all damaged areas.

## 15 Working Days

- i. Time is of the essence in completing the Work.
  - ii. Progress of the Work and Time for Completion
- 15.1 After receiving authorization to proceed the Proponent shall diligently conduct the Work on this Contract to completion on or before the expiration of **60** Working Days. All work must be completed no later than **October 31, 2023**.
- 15.2 If the time limit above specified is not sufficient to permit completion of the Work by the Proponent working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the Work will be completed within the time limit specified. Any additional cost occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of Work and no additional compensation will be allowed, therefore.

## Section C – Quotation Form

Item	Estimated Quantity	Unit	Unit Price	Total
Removal of Brick Pavers and Replacement with Stamped coloured concrete	1450	sq. m	\$	\$
old Pole removal	9	each	\$	\$
Tree removal, stump grinding	6	each	\$	\$
Contingency	1			\$30,000
Total excluding HST				\$
Applicable HST will be added at time of invoicing for services performed.				
Totals above are for Tender purposes only; actual quantity will be measured and paid at Unit Prices given				

## Section D - Acceptance

I/We, the Undersigned, having examined the RFQ and do hereby affirm the acceptance of the requirements of the RFQ. I/We do certify that the information supplied on the Quotation Form to be true and complete in all respects and is open for acceptance by the Town of Tecumseh within 60 days of the closing date.

I, We

---

Name

Position

of

---

Company Name

Dated at \_\_\_\_\_ this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_,

---

Authorized Signature

Print Name

---

Street Address

---

City, Province Postal Code

---

Telephone No.

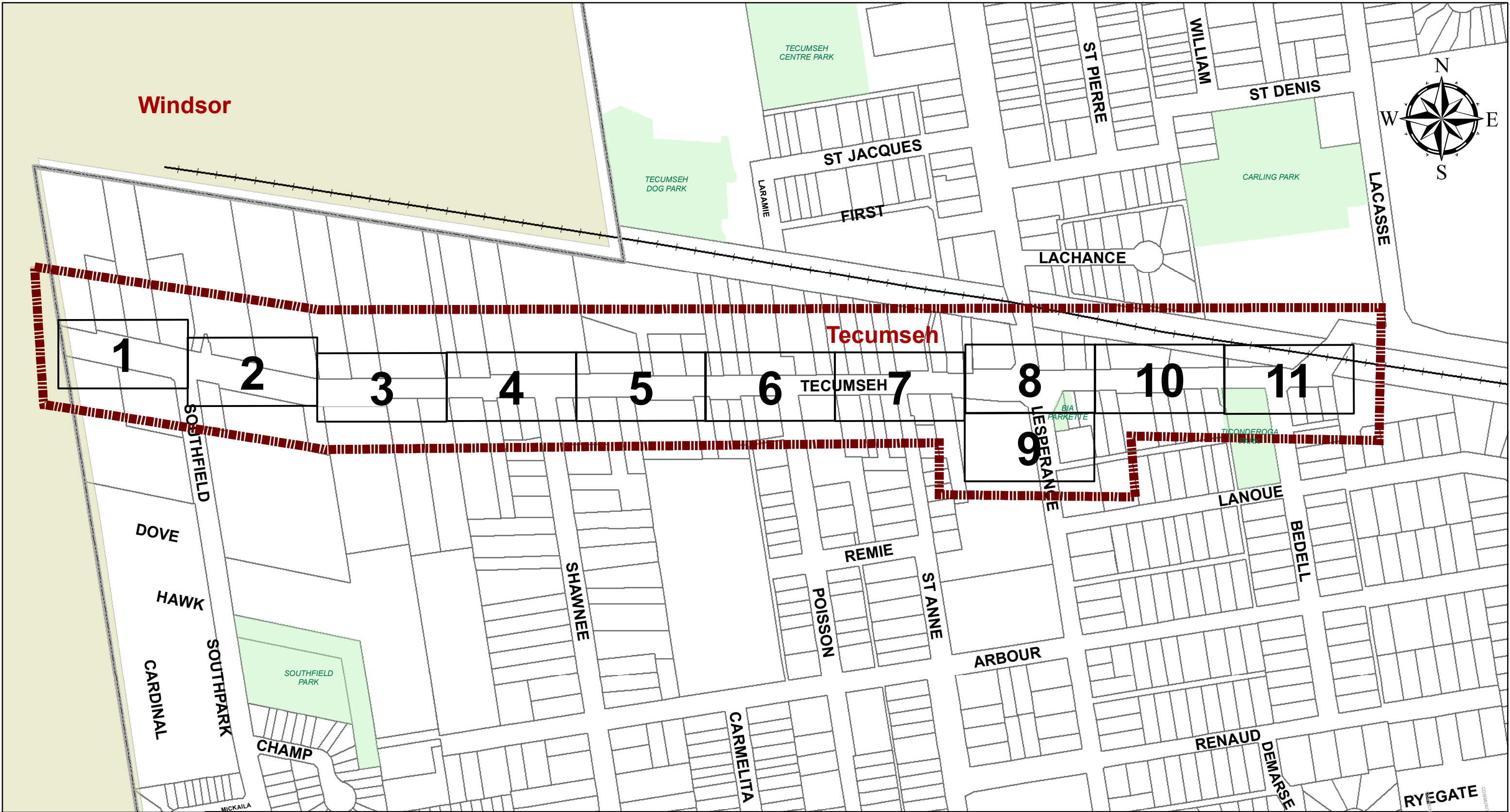
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Email Address

Signature in the designated space, by an authorized officer of the Proponent's company affirms acceptance of the Request for Quotation requirements set forth in this document, the associated costs (where applicable) attributed to the business arrangement between the Proponent and the Town of Tecumseh and hereby certifies that the information supplied in this proposal to be true and compete in all respects.

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 = Project Area  
 = Detail Page  
Tecumseh/Windsor Border  
To Bedell Street



TOWN OF  
**Tecumseh**  
ONTARIO · CANADA

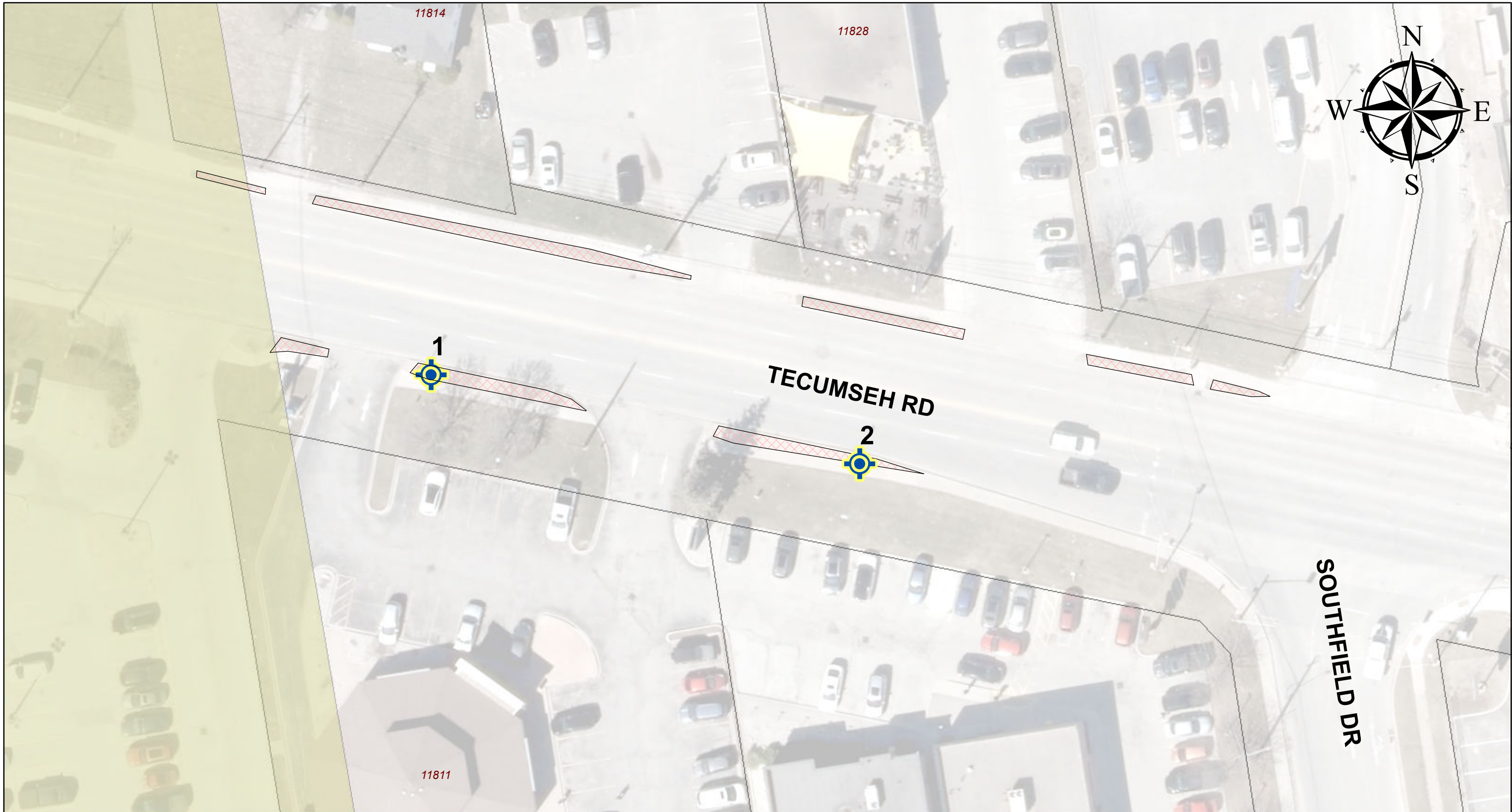
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<b>TECUMSEH ROAD</b>
<b>SIDEWALK BRICK REPLACEMENT</b>

PROJECT No. <b>PWES - TEC</b>
SHEET No. <b>COVER</b>

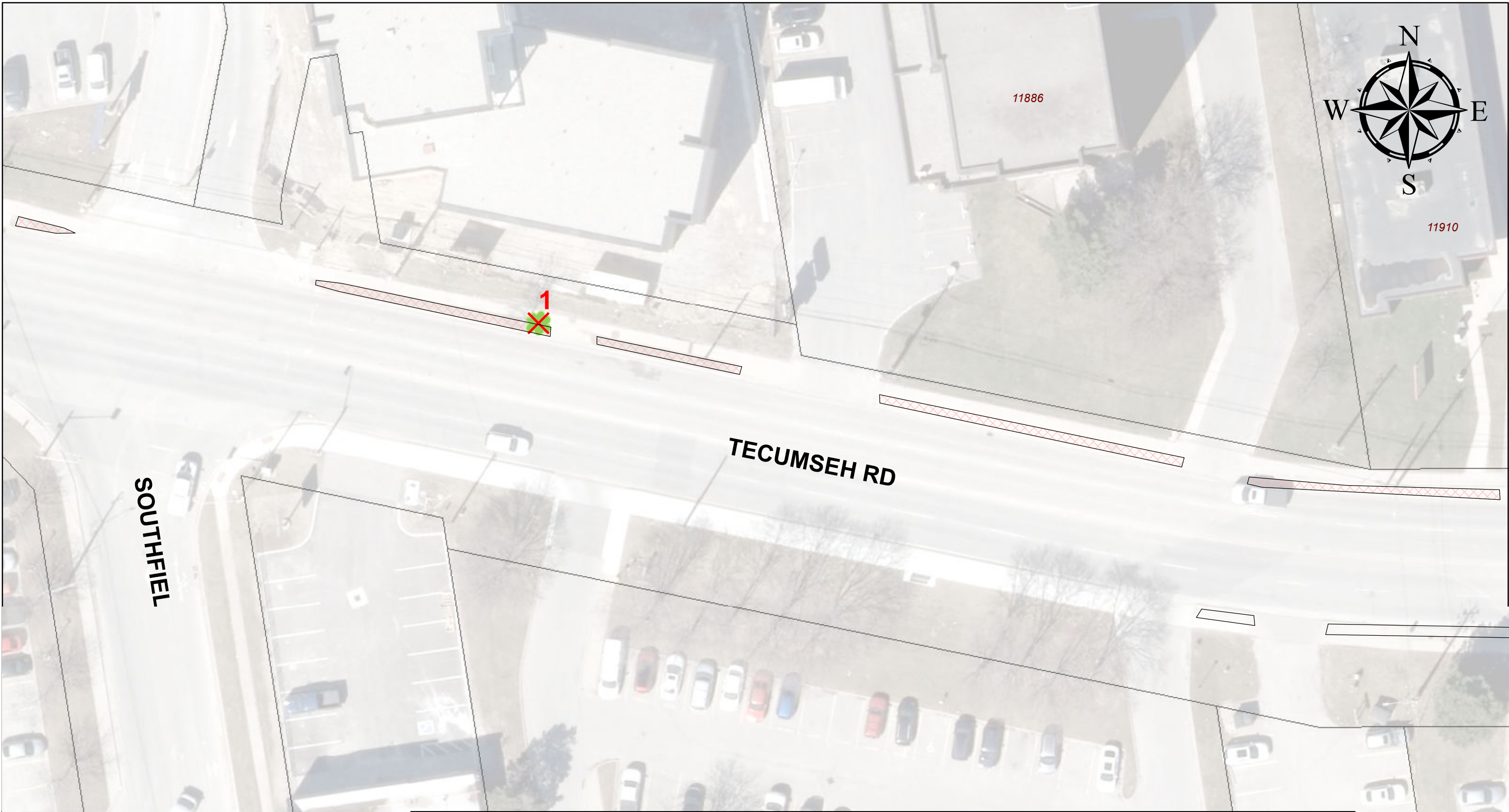
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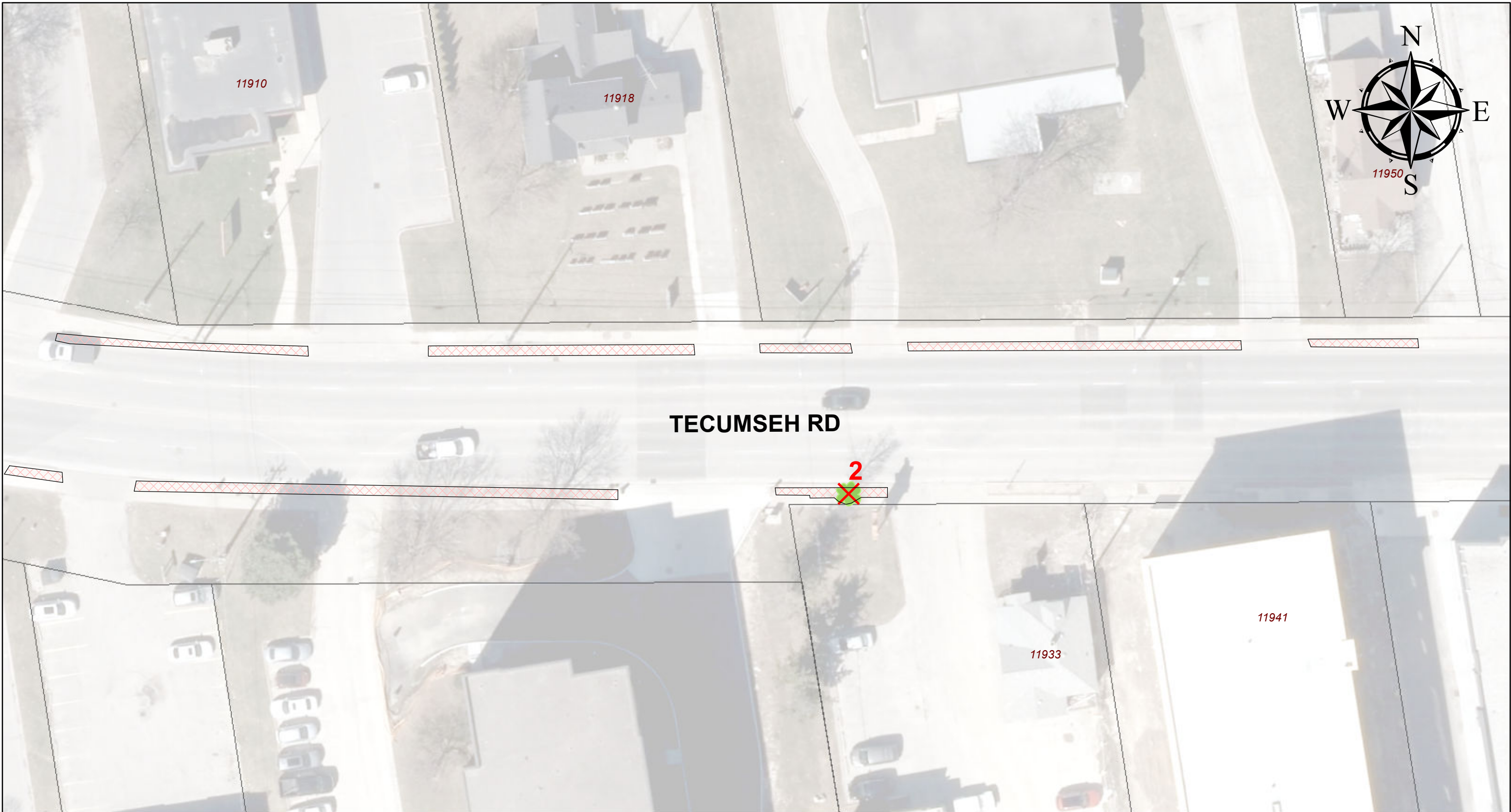
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Author: jkell
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TECUMSEH ROAD	
SIDEWALK BRICK REPLACEMENT MAP BOOK	

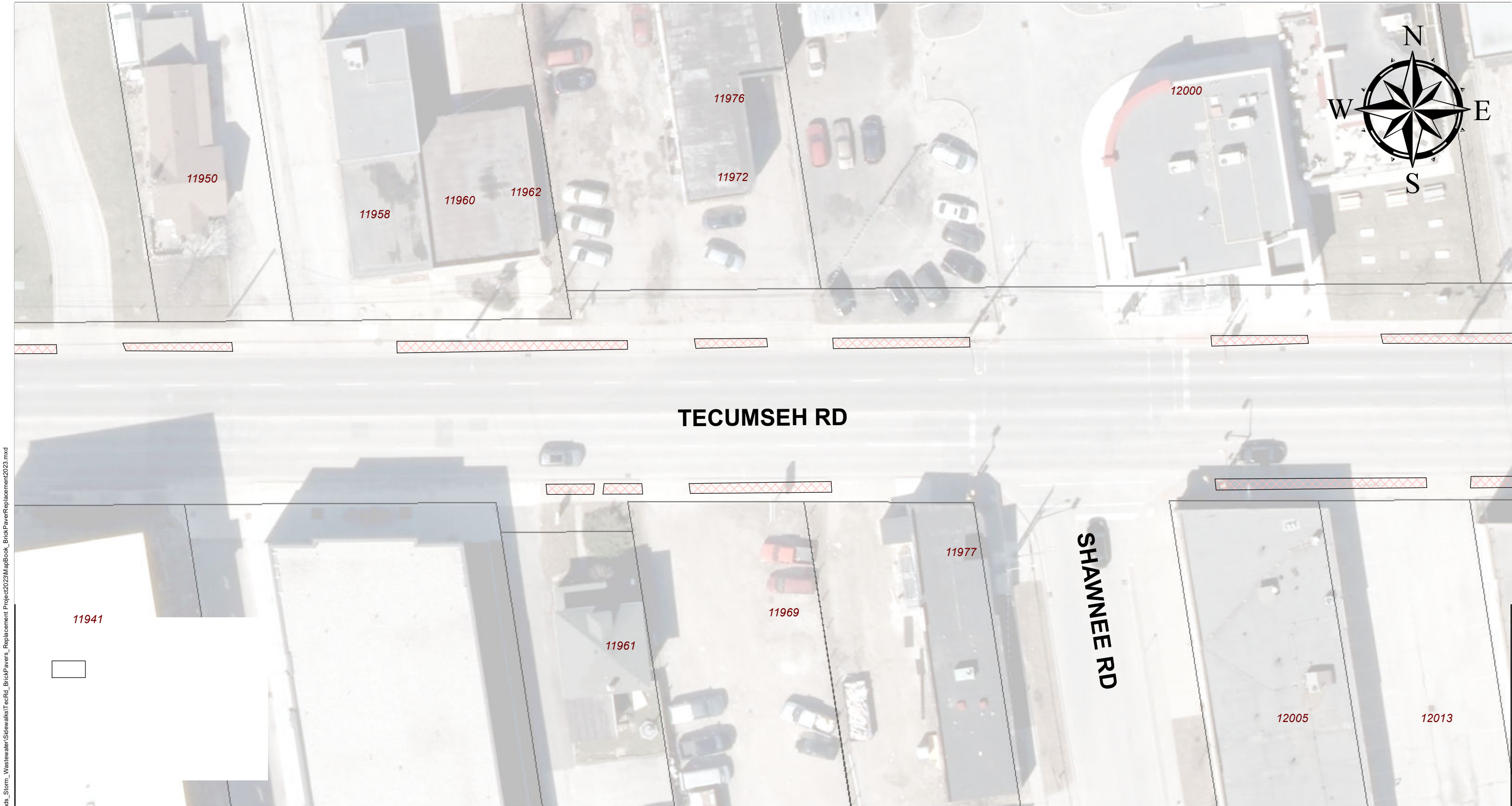
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SHEET No.	2

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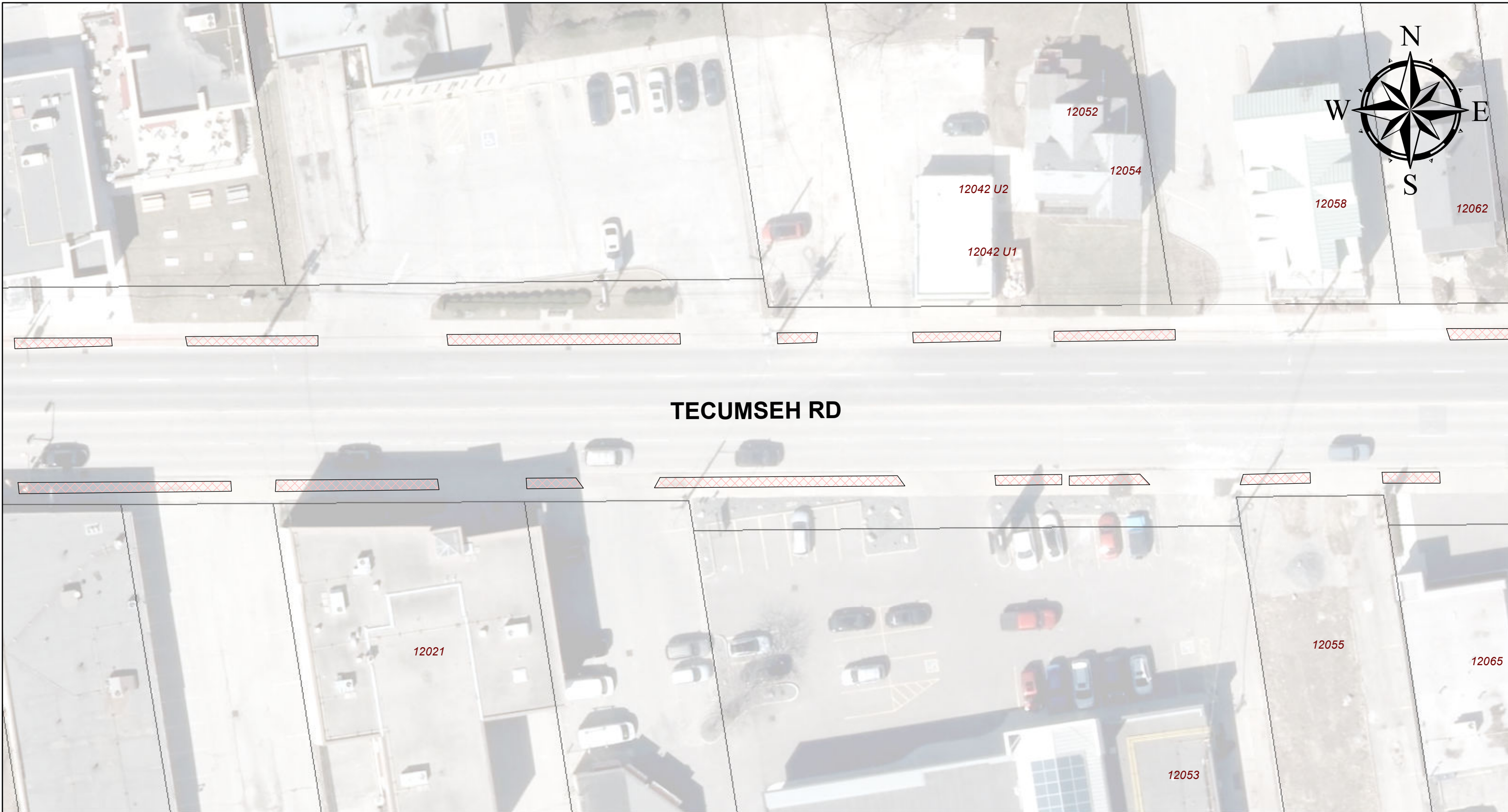




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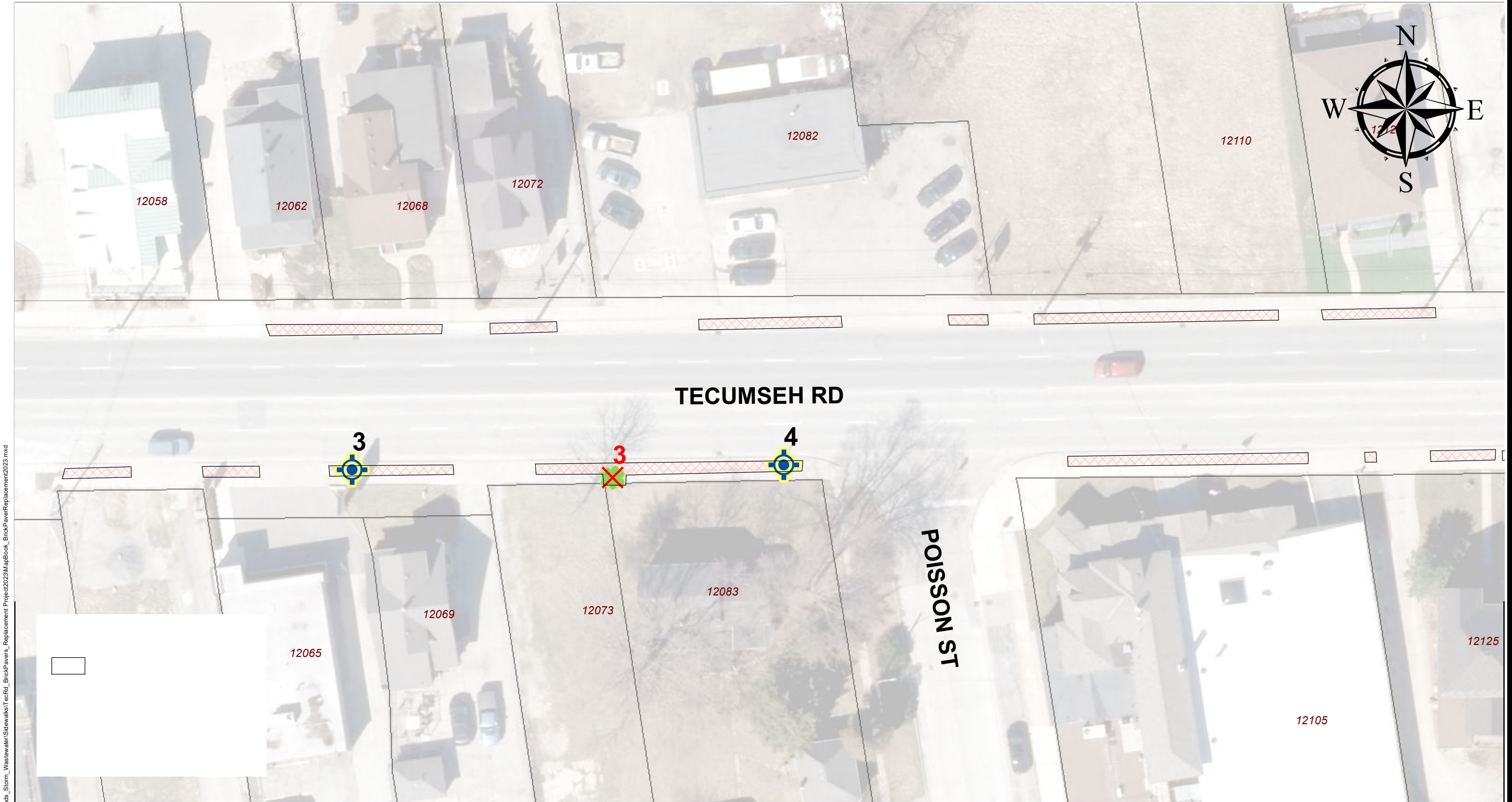


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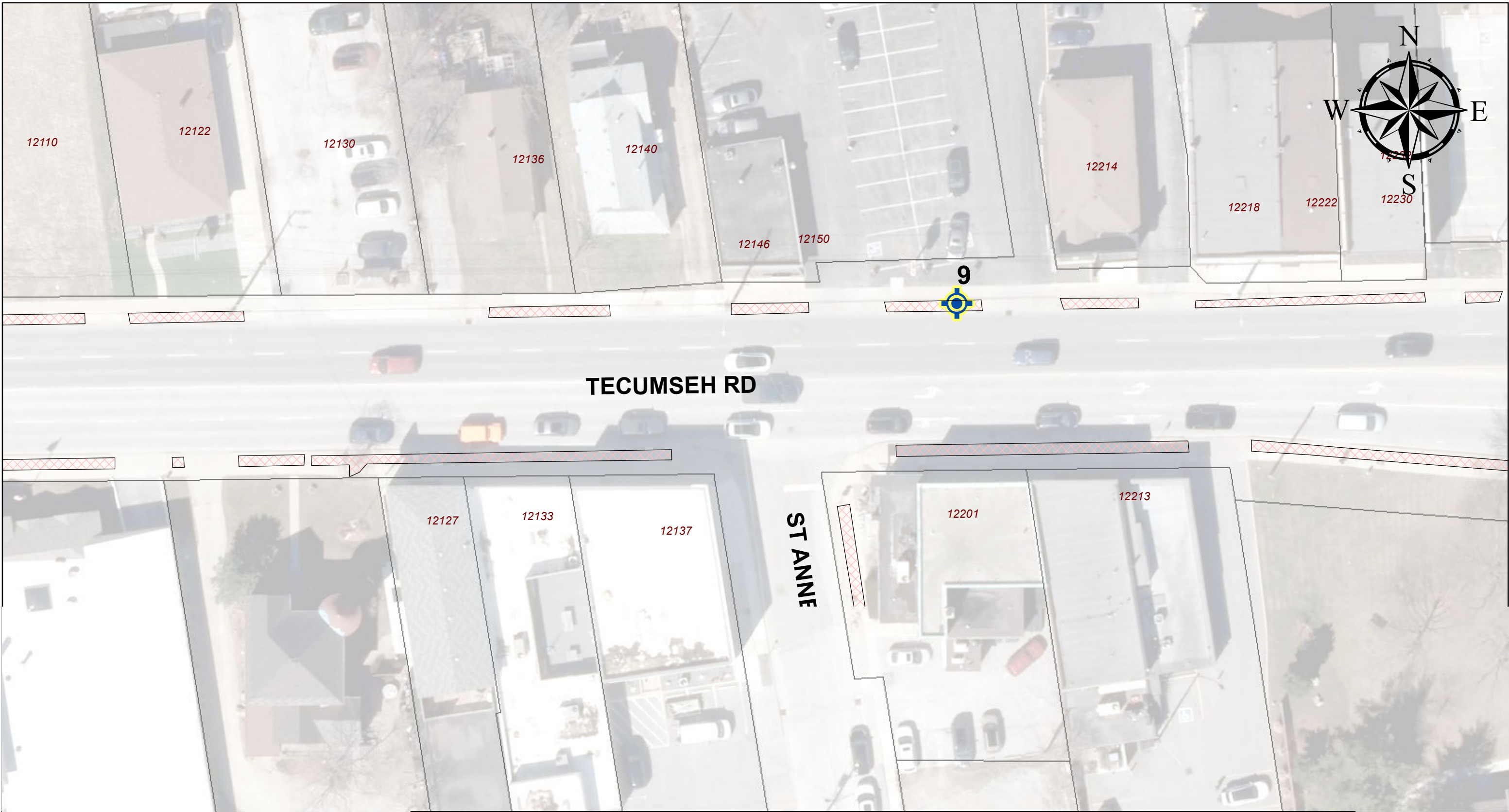


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Author: jkell

<INSERT NAME>

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Scale:

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## TECUMSEH ROAD

**SIDEWALK BRICK REPLACEMENT  
MAP BOOK**

PROJECT No.

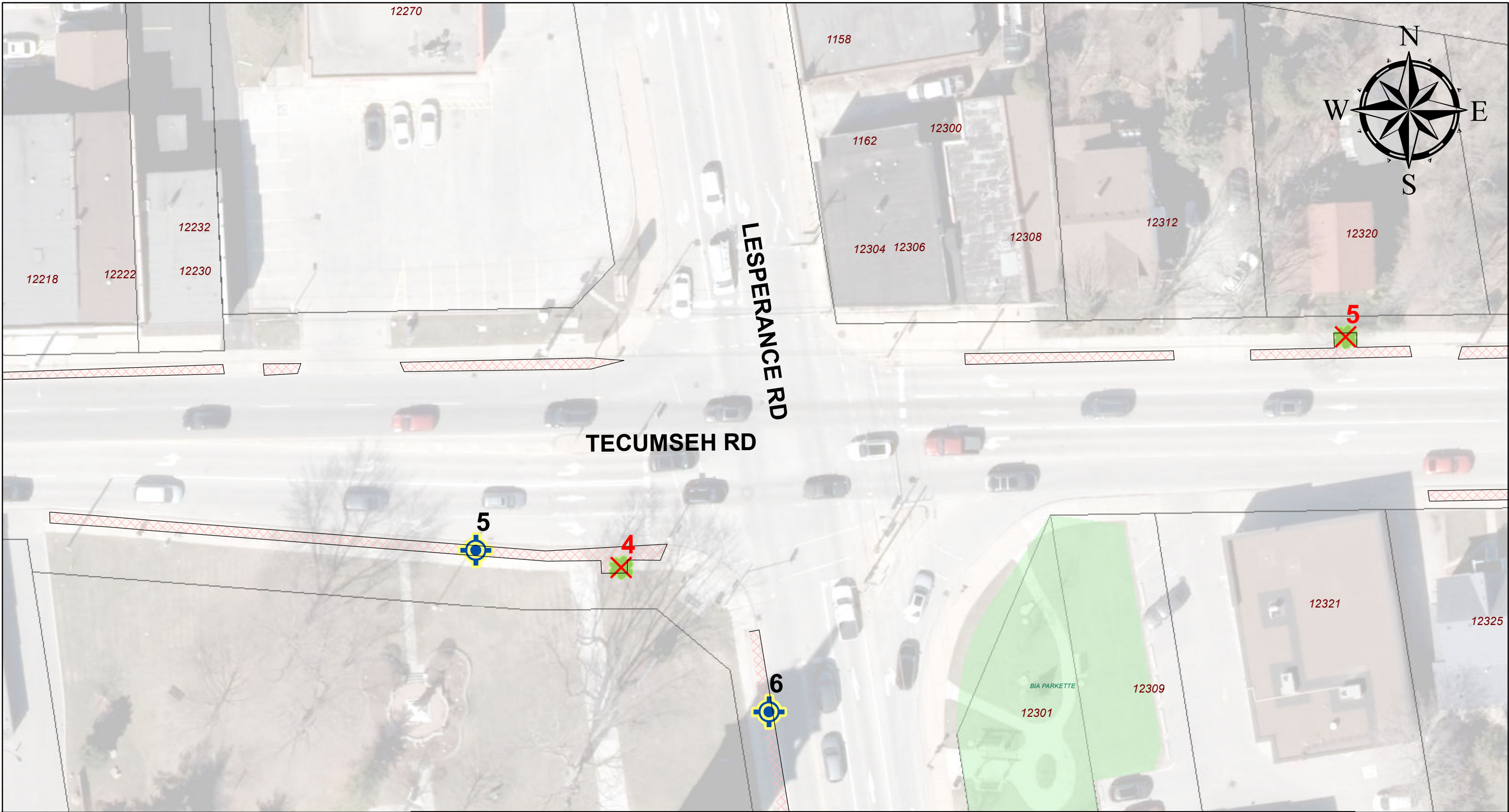
**PWES - TEC**

SHEET No.

**7**



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Author: jkell

<INSERT NAME>

Date: 2023-04-28

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## TECUMSEH ROAD

**SIDEWALK BRICK REPLACEMENT  
MAP BOOK**

PROJECT No.

**PWES - TEC**

SHEET No.

**8**



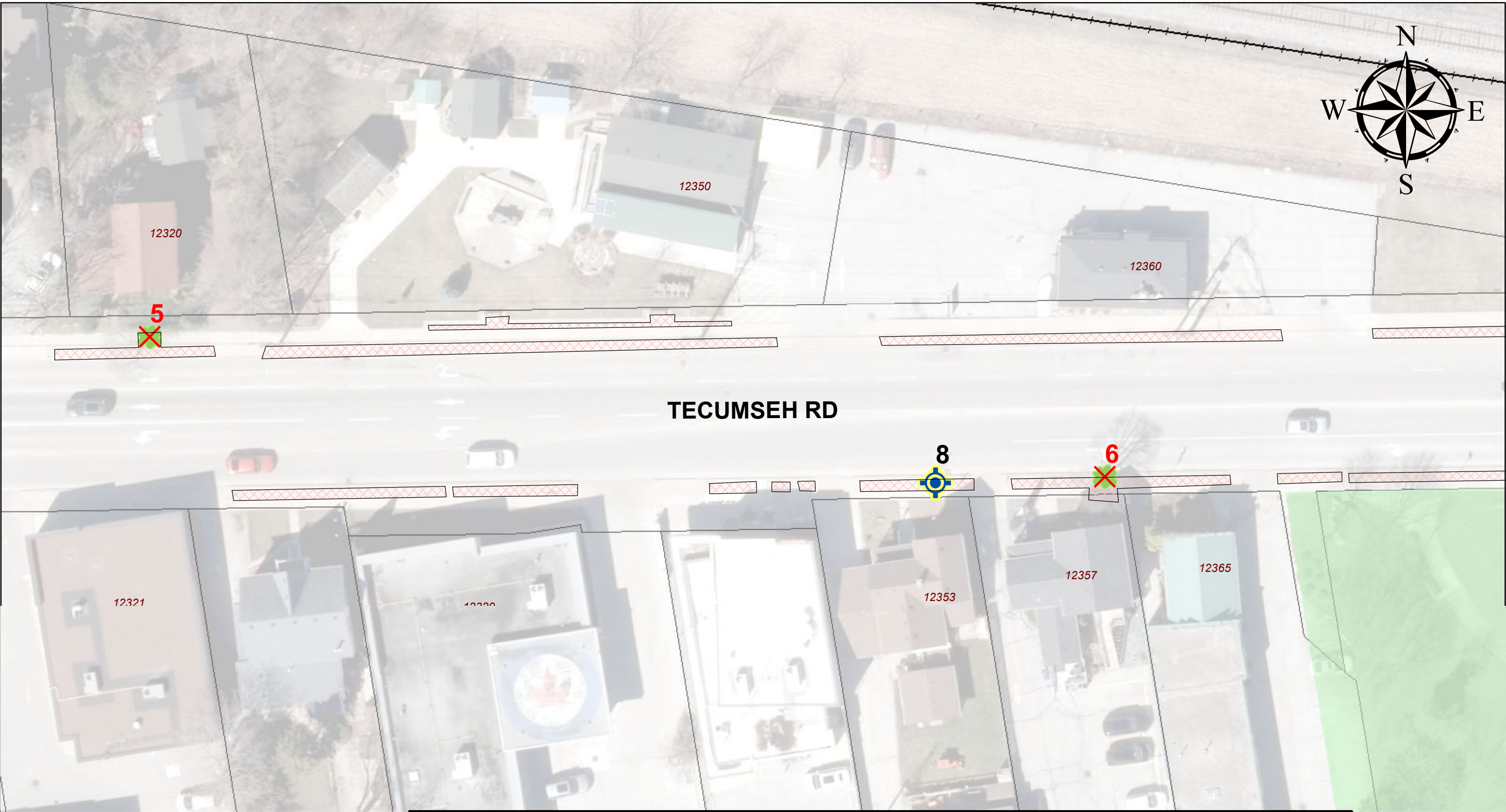
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				<INSERT NAME>		PWES - TEC
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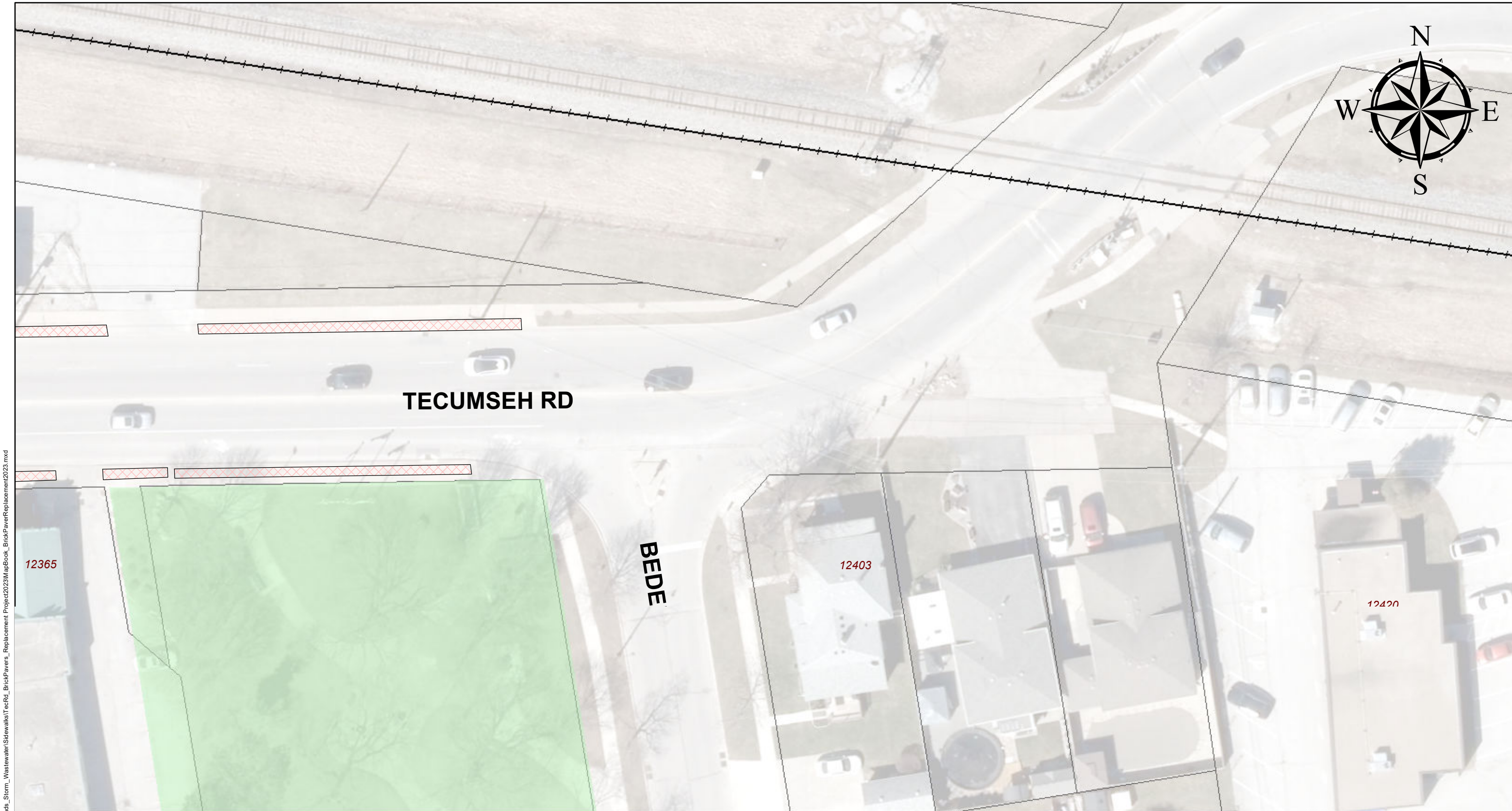
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**TECUMSEH ROAD**  
  
**SIDEWALK BRICK REPLACEMENT  
MAP BOOK**

PROJECT No.  
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SHEET No.  
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TECUMSEH ROAD	
SIDEWALK BRICK REPLACEMENT MAP BOOK	

PROJECT No.	PWES - TEC
SHEET No.	11