



Form of Agreement

for

the 11th Concession Branch Drain

in the Town of Tecumseh

This Agreement made this 27th day of February 2024

Between:

The Corporation of the Town of Tecumseh
(hereinafter referred to as the “**Town**”

Of the First Part

-and-

Di Menna Excavating Contractors Inc.
(hereinafter referred to as the “**Contractor**”)

Of the Second Part

Whereas the quotation of the Contractor respecting the construction work, hereinafter referred to and described, was accepted by the Town on February 27, 2024.

Now Therefore this Agreement Witnesseth that in consideration of the premises and covenants hereinafter contained, the Contractor and the Town agree as follows:

1. The Contractor hereby covenants and agrees to provide and supply, at its own expense, all and every kind of labour, machinery, equipment, and materials for and to undertake and complete in strict accordance with its quotation submission dated February 15, 2024 and the contract documents, including the conditions of the contract, the plans, drawings and specifications of the Town (hereinafter referred to as the “**Work**”), all of which said documents are annexed hereto and form part of this Agreement to the extent as if fully embodied herein, for the price or sum of \$28,925 Plus HST (the “**Tender**”).
2. The Contractor further covenants and agrees to undertake and complete the Work in a proper and workmanlike manner under the supervision and direction, and to the entire satisfaction of the Town within the time period specified in the Tender.
3. The Contractor further covenants and agrees that it will at all times indemnify and save harmless the Town, its officers, directors, servants, agents and assigns, 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 Town, its officers, directors, servants, agents, and assigns by any reason of or in consequence of the execution and performance or maintenance of the Work by the Contractor, its servants, agents, or employees or which arise out of or are attributable in any respect to the Contractor's involvement as a party to this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Agreement and shall survive this Agreement. The indemnification and waiver of claims provisions of General Conditions 13.1 and 13.2 of CCDC2 are incorporated by reference hereto and shall apply to this Agreement.
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 in an 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 Town's Solicitor, guaranteeing the faithful performance of the Work in accordance with the terms of this Agreement.
5. The Contractor shall provide the required insurance and agree to act in accordance with the items listed in Schedule A hereto.
6. The Contractor shall submit the required [Accessibility for Ontarians with Disabilities Act](#) (“**AODA**”) documents attached hereto as Schedule B.

- 6.1 The AODA standards apply to Ontario businesses and non-profits. The Town is participating in meeting the accessibility standards in Ontario.
- 6.2 The Contractor shall ensure that all its employees, agents, volunteers, or other for whom the Contractor is legally responsible, receive training regarding the provisions of the AODA.
- 6.3 The Contractor shall ensure that any information, goods, or services provided to or on behalf of the Town conforms with:
 - a. [Ontario Regulation 429/07 Accessibility Standards for Customer Services](#);
 - b. [Ontario Regulation 119/11 Integrated Accessibility Standard](#); and
 - c. [World Wide Web Consortium Web Content Accessibility Guidelines \(WCAG\) 2.0 Level AA](#).
- 6.4 The Contractor shall ensure that such training includes, without limitation, a review of the purpose of the AODA and the requirements of the above regulations, as well as instruction regarding all matters set out in [Section 6 of Ontario Regulation 429/07](#). The Contractor shall submit to the Town, as required from time to time, documentation describing its customer service training policies, practices, and procedures, a summary of its training program, record of dates on which training was provided, and a list of employees, agents, volunteers, or others who received such training. [Free online training is provided under the AOAD](#).
- 6.5 The Town reserves the right to require the Contractor to amend its training policies to meet the requirements of the AODA and the regulations noted above.
7. It is understood and agreed that the Contractor will not commence or proceed with the Work or any part thereof, unless and until the Contractor has been instructed to do so in writing.
8. The Town hereby covenants and agrees that if the Work shall be duly and properly executed and materials provided as aforesaid, and if the Contractor carries out, performs, and observes all the requirements and conditions of this Agreement, the Town shall pay to the Contractor the contract price set forth in the Quotation, such payment, or payments to be made in accordance with the provisions of the General Conditions of the Quotation. No payment by the Town under this Agreement nor partial or entire use or occupancy of the Work by the Town shall constitute an acceptance of any portion of the Work which is not in accordance with the requirements of the Contract Documents.
9. The provisions and General Conditions of CCDC2-2020 shall be incorporated by reference hereto and apply to this Agreement. In the event of any inconsistency between the provisions of the Contract Documents and those of CCDC2-2020 the provisions of the Contract Documents shall prevail to the extent of the inconsistency.
10. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their successors and assigns, respectively.
11. This Agreement may be executed electronically and/or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Balance of page intentionally left blank. Signature block on next page.]

In Witness Whereof the parties hereto have signed or affixed their seal as of the date first above written.

The Corporation of the Town of Tecumseh

Per: _____
Phil Bartnik, Director Public Works
and Engineering Services

Per: _____
Robert Auger, Director Legislative
Services and Clerk

We have authority to bind.

Di Menna Excavating Contractors Inc.

Per: _____
Name: Dino DiMenna
Title: President/Owner

Per: _____
Name: Anthony DiMenna
Title: Vice President

I/We have authority to bind.