



**Form of Agreement**

**for**

**RFT No. 119 - Tar, Chip and Crack Sealing 2024**

**in the Town of Tecumseh**

**This Agreement** made this 25th day of June 2024

Between:

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

Of the First Part

-and-

**Shepley Road Maintenance Ltd.**  
(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 May 30, 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 May 30, 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 \$260,790.00 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 Contractors 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 enure 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: \_\_\_\_\_  
Gary McNamara, Mayor

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

We have authority to bind.

**Shepley Excavating & Road Maintenance Ltd.**

Per: \_\_\_\_\_  
Name: Jeff Shepley  
Title: President, Shepley Road Maintenance Ltd.

I have authority to bind.



**Schedule A**  
**The Corporation of the Town of Tecumseh**  
Limitation of Liability

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The successful Contractor must provide the Town with the following:

1. General Liability Insurance

Section 6.03.02 of the [OPSS General Conditions \(OPSS MUNI 100\)](#) regarding liability insurance shall apply and govern except as may be extended or amended herein.

- 1.1 The Contractor agrees to defend, indemnify, and hold harmless the Town and additional insureds from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including but not limited to legal costs), interest, and/or damages of every nature and kind whatsoever including, but not limited to, bodily injury, sickness, disease, death, damage or destruction of tangible property, loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud, and/or willful misconduct of the Contractor, its directors, officers, employees, agents, contractors or subcontractors, or any of them, in connection with or in any way related to the delivery or performance of the Work.
- 1.2 The Contractor agrees to defend, indemnify, and hold harmless the Town and additional insureds from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including but not limited to legal costs), interest, and/or damages of every nature and kind whatsoever arising out of or related to the Contractor's status with the Workplace Safety and Insurance Board ("**WSIB**"). This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided in accordance with this Agreement (see Schedule D) and shall survive this Agreement. The Town shall not be responsible for any violation of WSIB by the Contractor, who shall be directly responsible for the safety of the Contractor and the Contractor's employees in connection with or in any way related to the delivery or performance of the Work.
- 1.3 The Contractor, as Named Insured, shall at its own expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Town and underwritten by an insurer licenced to conduct business in the Province of Ontario. The policy shall name the Town and the Corporation of the County of Essex as Additional Insureds and provide coverage for bodily injury, property damage, and personal injury including and not be limited to:
  - a. comprehensive general liability of not less than Five Million Dollars (\$5,000,000.00) inclusive for any occurrence;
  - b. endorsed to provide comprehensive liability insurance covering all operations and liability assumed under this Agreement;
  - c. contain a provision for cross liability and severability of interest in respect of the Named Insureds;
  - d. non-owned automobile coverage (SPF6) with a limit of not less than Two Million Dollars (\$2,000,000.00) and shall include contractual non-owned coverage (SEF96);
  - e. products and completed operations coverage;
  - f. broad form property damage;
  - g. contractual liability;

- h. work performed on behalf of the Named Insured by sub-contractors;
- i. thirty (30) days prior written notice of cancellation; and
- j. third party extension.



**Schedule B**  
**The Corporation of the Town of Tecumseh**  
Contractor Accessibility Training Confirmation  
*Accessibility for Ontarians with Disabilities Act, 2005*

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**Accessible Customer Service Training:**

The Contractor confirms that all staff and subcontractors providing goods and/or services to the Corporation of the Town of Tecumseh, the public or third parties on behalf of the Corporation of the Town of Tecumseh have received accessible customer service training in compliance with Section 6 of Ontario Regulation 429/07 Accessible Standards for Customer Service of the *Accessibility for Ontarians with Disabilities Act*.

Dated: May 28, 2024

**Shepley Excavating & Road Maintenance Ltd.**

Per: \_\_\_\_\_  
Name: Jeff Shepley  
Title: ex. President, Secretary, ASO

I have authority to bind.



**Contractor Performance Accountability**

Job/Work Contracted to Perform: RFT#118 Tar, Chip and Crack Sealing 2024 in the Town of Tecumseh

Contractor Name: Shepley Excavating & Road Maintenance Ltd.

**Responsibilities:**

- Contractor must provide a current and valid WSIB Clearance Certificate
- Contractor will ensure the health and safety of its employees. Any employee not working safely and/or not wearing appropriate personal protective equipment will be removed from the workplace.
- Contractor will provide qualified employees with appropriate training for work to be performed.
- Contractor will ensure all work is performed in accordance with governing legislation, regulations and/or industry standards.
- Contractor is in possession of all necessary licenses, permits, registrations, and insurance required.
- Contractor will immediately notify management of any potential hazards associated with the work to be performed.
- Contractor will ensure its employees are aware of emergency procedures including, but not limited to, first aid stations, emergency exits, and emergency numbers.

Date: May 28, 2024

**Shepley Excavating & Road Maintenance**

Per: \_\_\_\_\_

Name: Jeff Shepley

Title: ex. President, Secretary, ASO

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**Health & Safety Evaluation of Contractor at Job/Project Completion**

- |    |   |                              |                             |
|----|---|------------------------------|-----------------------------|
| 1. | A current WSIB Board Clearance Certificate was provided?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. | Did the Contractor sign, prior to commencement of Work, agreeing to the responsibilities of this Agreement and its accountability for the health and safety of its employees? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. | Were any unsafe work practices by the Contractor and/or its employees observed?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. | If yes to No. 3 above, were these unsafe work practices reported to management and were appropriate corrective measures taken?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. | Will the Town use the services of this Contractor in the future?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

**Evaluation Performed:** \_\_\_\_\_  
Date

**By:** \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature