

The Corporation of the Township of Huron-Kinloss



BY-LAW

2022-57

Being a By-Law to Accept a Quote for Hot Mix Asphalt Paving for the
Township of Huron-Kinloss

WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(3), as amended provides that a municipal power, including a municipality's capacity rights, powers and privileges under Section 9, shall be exercised by By-law;

AND WHEREAS The Council for the Corporation of the Township of Huron-Kinloss deems it expedient to accept the Quote of Lavis Contracting Co. Ltd. for Hot Mix Asphalt Paving in the Township of Huron-Kinloss;

NOW THEREFORE the Council of The Corporation of the Township of Huron-Kinloss enacts as follows:

- 1.0 That The Corporation of the Township of Huron-Kinloss accepts the quote of Lavis Contracting Co. Ltd. for Hot Mix Asphalt Paving for a total price \$756,018.40 plus HST.
- 2.0 That The Corporation of the Township of Huron-Kinloss hereby grants an exemption to the Purchasing and Procurement Policy.
- 3.0 That the Corporation of the Township of Huron-Kinloss Council hereby enters into an Agreement with Lavis Contracting Co. Ltd. which is attached as Schedule "A" and forms part of this By-law
- 4.0 That the Mayor and Clerk are hereby authorized to sign on behalf of the Council for The Corporation of the Township of Huron-Kinloss, any agreements and other documents required to authorize the work to proceed, and to affix the corporate seal of the Township of Huron-Kinloss.
- 5.0 This By-law shall come into full force and effect upon final passage.
- 6.0 This By-law may be cited as the "Accept Asphalt Quote - Lavis, 2022 By-Law".

READ a FIRST and SECOND TIME this 20th day of April, 2022.

READ a THIRD TIME and FINALLY PASSED this 20th day of April, 2022.

Mitch Twolan, Mayor

Emily Dance, Clerk

AGREEMENT

CONTRACT NO. PW2022-04-27

THIS AGREEMENT MADE IN DUPLICATE THIS 20th DAY OF APRIL 2022.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS
(hereinafter called "the Corporation")

OF THE FIRST PART

- and -

LAVIS CONTRACTING CO. LTD. (hereinafter called "the Contractor")

OF THE SECOND PART

WITNESSETH

That the Corporation and the Contractor, in consideration of the fulfilment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

ARTICLE 1

- a) A description of the work on Concession 12 from Bruce Road 7 to Highway 21 (a distance of 8,100m) is:
 - i) The fine grading and compacting of the existing granular surface at an estimated area of 54,270m², in accordance with OPSS.MUNI 301 and OPSS.MUNI 501.
 - ii) The supply, haul and placement of hot mix HL-4 asphalt with a minimum 5.3% A/C content and an estimate total quantity of 6,950 tonnes, in accordance with OPSS.MUNI 310.

- b) The Contractor shall, except as otherwise specifically provided, at his own expense, provide all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out in this contract and shall forthwith according to the instructions of the Corporation commence the works and diligently execute the respective portions thereof and deliver the works complete in every particular to the Corporation within the time specified.

ARTICLE 2

In case of any inconsistency or conflict between the provisions of this Agreement and the Plans, or Specifications or General Conditions, or Quotation, or any other documents or writing, the provisions of such documents shall take precedence and govern in the following order;

- a) Agreement
- b) Quotation
- c) Specifications

ARTICLE 3

The Contractor shall not without the consent in writing of the Corporation and without restricting in any way the provisions of the General Conditions make any assignment of any part or the whole of any monies due or to become due under the provisions of this contract.

ARTICLE 4

The Corporation covenants with the Contractor that the Contractor having in all respects complied with the provisions of this contract, will be paid for and in respect of the works at the tendered lump sum or unit prices after measurement approved by the Corporation, the total which is presently estimated to be the sum of \$0.2690 per litre, excluding H.S.T. subject to such additions and deductions as may properly be made under the terms hereof, subject to the provision that the Corporation may make payments on account monthly or otherwise as may be provided in the attached hereto.

ARTICLE 5

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other or to the Corporation, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party or to the Corporation at the following address:

THE TOWNSHIP OF HURON-KINLOSS
21 Queen Street
PO Box 130
Ripley, ON N0G 2R0

Where any such notice, direction or other communication is given or made to the Corporation, a copy thereof shall likewise be delivered to any agent of the Corporation appointed in

accordance with the General Conditions of this Contract and where any such notice, direction or other communications is given or made to such Agent, a copy thereof shall likewise be delivered to the Corporation.

ARTICLE 6

A copy of each of the Quotation, Specifications related to the Quotation, and is hereto annexed are made part of this Contract as fully to all intents and purposes as though recited in full herein.

ARTICLE 7

No implied contract of any kind whatsoever by or on behalf of the Corporation shall arise or be implied from anything in this contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Corporation shall be the only covenants and agreements upon which any rights against the Corporation may be founded.

ARTICLE 8

Time shall be deemed the essence of this Contract.

ARTICLE 9

The Contractor declares that in tendering for the works and in entering into this Contract, he has either investigated for himself the character of the work and all local conditions that might affect his tender or his acceptance of the work, or that not having so investigated, he is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work or any items thereof, more expensive in character, or more onerous to fulfill than was contemplated or known when the tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever by the Corporation or its officers or employees, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Corporation.

ARTICLE 10

The Contractor declares that in entering into this Contract, he shall uphold the obligations of the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment

Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, he shall uphold any obligations established by the Corporation's policies which prohibit harassment/discrimination on a number of grounds including political affiliation and the level of literacy.

WHERE LEGALLY MANDATED, the Contractor shall have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with his obligations and he shall have an internal process available for employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. The Contractor agrees that he shall, upon request by the Corporation, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the Corporation to determine compliance. The Contractor acknowledges that failure to demonstrate compliance with this declaration, to the satisfaction of the Corporation, may result in the termination of the contract.

ARTICLE 11

This contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officer, as the case may be.

FOR THE CORPORATION:

_____	_____	_____	_____
Signature	Name	Title	Date

I/We have the authority to bind the corporation.

_____	_____	_____	_____
Signature	Name	Title	Date

I/We have the authority to bind the corporation.

FOR THE CONTRACTOR:

Signature

Name

Title

Date

I/We have the authority to bind the corporation.

Signature

Name

Title

Date

I/We have the authority to bind the corporation.



A COLAS COMPANY

**Cold In-Place Recycling – Asphalt Paving – Ready Mix Concrete Supply
Excavating, Grading - Sand, Gravel - Sewer & Watermain**

37462A Huron Rd., RR#2 Clinton, Ontario, N0M 1L0 – Phone: (519) 482-3694 – Fax: (519) 482-7886 – www.lavis.ca

Date: March 7, 2022
To: Township of Huron Kinloss

Attention: John Yungblut
Telephone: (519) 395-3735
E-Mail:
Project: Concession 12 - Hwy 21 to Bruce Rd 7

We are pleased to submit a proposal to you as Contractor or Owner for furnishing the labour, materials and equipment required for the performance of the following described work (the "said work") at the above location and for the above owner.					
Item	Description	Estimated Quantity	Unit	Unit Price	Amount
	<u>The Scope of Work is as follows:</u>				
	<u>Concession 12 - Hwy 21 to Bruce Rd 7</u>				
	Fine Grade and Compact Existing Granulars (Water Truck by Huron Kinloss)	54,270.00	m2	\$0.42	\$22,793.40
	Supply and Place 50mm HL4 Asphalt	6,950.00	t	\$105.50	\$733,225.00
					\$756,018.40
	<u>Notes:</u>				
	- Restoration along the edge of new asphalt (Granular Shouldering) is not included in the above pricing				
	- Any additional work that is not outlined above is extra or by others				
	- Fine Grading is for the last 25mm (1") only, Bulk granular material by others				
	- Granular if required during fine grading is to be supplied by others				
	- Prices are based on a locked in AC price with no adjustment				

plus HST

It is understood that the foregoing is an estimate of the work and the materials and equipment required, and that payment shall be based on the stated unit prices for the actual work performed, and materials supplied and equipment used by the Company as determined upon completion of the work.

If the foregoing meets with your acceptance, kindly sign and return this proposal, which, upon receipt by us, becomes a binding contract. It is understood that the foregoing and the terms and conditions set forth on the accompanying page, will constitute the full and complete agreement between us.



**Cold In-Place Recycling – Asphalt Paving – Ready Mix Concrete Supply
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TERMS AND CONDITIONS OF PROPOSAL

- 1 H.S.T. is Extra
- 2 Quotation is Valid for 30 days.
- 3 Payment Terms, net 30 Days from invoice date. No holdback to be deducted unless mutually agreed.
- 4 Work will be scheduled once Lavis Proposal Agreement is signed and/or Customer Purchase Order is received.
- 5 Issurance of Customer's Purchase Order signifies acceptance of Term No. 3.
- 6 Credit Approval may be required prior to scheduling of the work.
- 7 Payment to be based on weigh tickets and/or field measurement
- 8 Additional work to be completed outside the Contract must be accompanied by a Change Order prior to commencement.
- 9 Asphalt to be placed on grade prepared and/or fine grade by others, unless noted otherwise.
- 10 Asphalt prices do not include line painting, adjustment of appurtenances, milling, saw cutting,
or sweeping & tack coating of base asphalt, unless noted otherwise.
- 11 Testing, Traffic Control, Layout & Permits by others, unless noted otherwise.
- 12 Prices do not include Bonding, unless noted otherwise.
- 13 No warranty on surface asphalt placed after November 1st.
- 14 Any asphalt placed between November 1st and plant closing (scheduled Nov 25, 2022) will be subject to a winter handling
surcharge of \$3.00 per tonne.
- 15 Prices include addendums: Nil
- 16 Standard Lavis Recycle Asphalt Mix Designs.
- 17 Lavis Contracting will arrange locates for Gas, Hydro, Bell Telephone and Independent Telephone companies on all public lands.
- 18 Owner and/or others are responsible for all utility locates as well as being liable for any damages that may occur on their
private property. Utilities include, but not limited to the following: gas lines, underground hydro lines and wiring,
weeping beds and sanitary piping, water lines, filed tile and storm drains.
- 19 There are no understandings and/or arrangements, verbal or otherwise outside of this written agreement.
- 20 Lavis Contracting will arrange for all plumbing inspections. It will be the Owner's and/or Other's responsibility to sign and pay for
all inspections fees and permits with Huron County Health Unit and the local Municipality. The connection permit
must be on site prior to any sewer installation beginning.
- 21 The Owner will be responsible for all costs in obtaining entrance permits and/or approvals coming off of
Ministry of Transportation Highways, County or Municipal Roads.
- 22 Lavis Contracting cannot be held responsible for cracks or damage to existing buildings or foundations when excavating near or
under foundations due to uncontrollable soil conditions.
- 23 Lavis Contracting shall have the right at any time to enter upon the premises occupied by the equipment, and shall be given
free access there to and afforded all necessary facilities for the purpose of inspecting the equipment and the progress of work.
- 24 Lavis Contracting cannot be held responsible for cracks or ponding on new asphalt surfaces due to existing base failure,
or if Surface Drainage is < 1%.
- 25 Lavis Contracting will leave the site in a clean and tidy conditions, but it will be the Owner's responsibility for final restoration.
i.e. Shouldering the edge of new asphalt paving, Topsoil and Seed or Sod, unless noted otherwise.

Accepted:

By:

Date:

Contractor or Owner

Yours truly,

Ryan Sholdice

Ryan Sholdice, C.E.T.
Lavis Contracting Co. Limited