

The Corporation of the Township of Huron-Kinloss



BY-LAW

2022-135

Being a By-Law to Accept a Tender for the Construction of an Elevated Water Storage Tank in Lucknow

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 a Tender for the Construction of an elevated water storage tank in Lucknow ;

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 Council hereby accepts the tender of Landmark Structures Co. in the amount of \$5,256,100.00 plus HST for the construction of an elevated water storage tank in Lucknow which is outlined and attached in Schedule 'A' and forms part of this By-law
- 2.0 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 contracts and other documents required to authorize the tender to proceed, and to affix the corporate seal of the Township of Huron-Kinloss.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "Elevated Water Storage Tank Tender Acceptance By-Law".

READ a FIRST and SECOND TIME this 8th day of August, 2022.

READ a THIRD TIME and FINALLY PASSED this 8th day of August, 2022.

Mitch Twolan, Mayor

Emily Dance, Clerk

AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT MADE IN TRIPLICATE THIS _____

DAY OF _____, 2022.

BETWEEN:

(hereinafter called "the Owner")
OF THE FIRST PART
- and -

(hereinafter called "the Contractor")
OF THE SECOND PART

WITNESSETH

That the Owner 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 is:

- b) The Contractor shall, except as otherwise specifically provided, at their 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 Contract Administrator commence the works and diligently execute the respective portions thereof and deliver the works complete in every particular to the Owner 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 Tender, or any other documents or writing, the provisions of such documents shall take precedence and govern in the following order; namely,

- a) Agreement
- b) Addenda
- c) Special Provisions
- d) Contract Drawings
- e) Information to Bidders
- f) Standard Specifications
- g) Standard Drawings
- h) Form of Tender
- i) Supplemental General Conditions
- j) General Conditions
- k) Working Drawings

ARTICLE 3

The Contractor shall not without the consent in writing of the Owner (or the Engineer) and without restricting in any way the provisions of the General Conditions attached hereto 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 Owner 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 Contract Administrator, the total which is presently estimated to be the sum of

subject to such additions and deductions as may properly be made under the terms hereof, subject to the provision that the Owner 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 Contract Administrator, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party or to the Contract Administrator at the following address:

B. M. ROSS AND ASSOCIATES LIMITED
Engineers and Planners
62 North Street
Goderich, ON N7A 2T4

Where any such notice, direction or other communication is given or made to the Contract Administrator, a copy thereof shall likewise be delivered to any agent of the Contract Administrator 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 Contract Administrator.

ARTICLE 6

A copy of each of the General Conditions, Supplemental General Conditions, Special Provisions, Addenda, Tender, Information to Bidders, and Supplemental Specifications is hereto annexed and together with the Plans relating thereto and listed in the Specifications 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 Owner 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 Owner shall be the only covenants and agreements upon which any rights against the Owner 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, they have either investigated the character of the work and all local conditions that might affect the tender or the acceptance of the work, or that not having so investigated, 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 they did not and do not rely upon information furnished by any methods whatsoever by the Owner 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 Owner.

ARTICLE 10

The Contractor declares that in entering into this Contract the obligations shall be upheld 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, any obligations established by the Owner's policies which prohibit harassment/discrimination on a number of grounds including political affiliation and the level of literacy shall be upheld by the Contractor.

WHERE LEGALLY MANDATED, the Contractor shall have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with their obligations and 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 they shall, upon request by the Owner, 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 Owner to determine compliance. The Contractor acknowledges that failure to demonstrate compliance with this declaration, to the satisfaction of the Owner, 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 OWNER:

_____ Signature	_____ Name	_____ Title	_____ Date
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I/We have the authority to bind the corporation.

_____ Signature	_____ Name	_____ Title	_____ Date
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I/We have the authority to bind the corporation.

FOR THE CONTRACTOR:

_____ Signature	_____ Name	_____ Title	_____ Date
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I/We have the authority to bind the corporation.

_____ Signature	_____ Name	_____ Title	_____ Date
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I/We have the authority to bind the corporation.