

**THE TOWNSHIP OF NORTH HURON
DEMOLITION AND REMOVAL OF 273 EDWARD STREET, WINGHAM
ONTARIO AGREEMENT**

THIS AGREEMENT, made in triplicate this 6th day of April, 2021.

BETWEEN:

THE TOWNSHIP OF NORTH HURON
(Hereinafter called the "Township")

-and-

KIESWETTER DEMOLITION (1992) INC.
(Hereinafter called the "Contractor")

WHEREAS, the Township desires to engage the services of the Contractor for the demolition and removal of the former Armouries Building located at 273 Edward Street Wingham Ontario, in the Township of North Huron;

WHEREAS, the Township desires to engage the services of the Contractor for the backfilling and compacting of the former Armouries Property located at 273 Edward Street Wingham Ontario, to be ready for paving in the Township of North Huron;

WHEREAS the Township has the sole responsibility for the provision of services for the demolition and removal of the former Armouries Building located at 273 Edward Street Wingham Ontario, as outlined in RFP Documents;

AND WHEREAS, this agreement is authorized by the Council of the Township of North Huron;

NOW THEREFORE WITNESSED THAT in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

That the Township 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:

- 1) The following documents, together with this Form of Agreement, constitute the Contract:
 - a) Part '1' – Request for Proposal
 - b) Part '2' – All addenda issued prior to Proposal Closing
 - c) Part '3' – Form of Tender (Completed Bid Submission)
 - d) Part '4' – Completed Submission Forms
 - e) Part '5' – Township of North Huron Accessibility and Contractor Safety Forms
- 2) The Contractor undertakes and agrees to provide all necessary labour, equipment, materials and supervision, unless otherwise indicated, together with all work incidental thereto to perform all Work described in the Contract.
- 3) The Township/Township undertakes and agrees to pay the Contractor in Canadian Funds the sum of Ninety-Four Thousand Two-Hundred Fifty-Eight Dollars and Sixty Cents (\$94,258.⁶⁰) plus applicable taxes for the complete performance of the Contract in accordance with the amount stipulated in the Form of Tender subject to satisfactory performance of the Contract and subject to additions, deductions and holdbacks as provided for in the Contract.

The Township will pay the Contractor an additional sum of Seventeen Thousand Nine-Hundred Forty Dollars and Zero Cents (\$17,940.⁰⁰) plus applicable taxes for the provisional item of paving the site following demolition, removal and site backfill/compaction.
- 4) The Contractor and the Township/Township for themselves, their successors, administrators and permitted assigns undertake and agree to the full performance of their respective obligations under the Contract.
- 5) This Contract may not be assigned by any Party without the express written consent of the other Party.

6) If either party desires to give notice to the other party under, or in connection with, the Contract, such notice will be effectively given upon actual service or five (5) days after being sent by Registered Mail to:

In the case of the Township:
The Corporation of the Township of North Huron
C/O Director of Public Works
P.O. Box 90, 274 Josephine Street
Wingham, ON N0G 2W0

In the case of the Contractor:
Kieswetter Demolition (1992) Inc.
235 Madison Avenue South
Kitchener ON, N2M 3H5

1. DEFINITIONS:

For the purpose of this Agreement:

- a) "CAPITAL ASSETS" shall mean the machinery, vehicles and equipment purchased by the Contractor and required to operate the collection system.
- b) "CONTRACT SERVICES" shall mean the overall operation of the Township's Program under the general direction and control of the Township. Contract Services shall include but are not limited to:
 - i. The purchase and maintenance of any and all Capital Assets required for the operation of the Program;
 - ii. The complete demolition and removal of the former Armouries Building located at 273 Edward Street, Wingham Ontario in the Township of North Huron;
 - iii. The full removal of the concrete footing, ramps and basement (including miniature firing range);
 - iv. The haulage of all concrete and residue off site to the North Huron Landfill Site free of charge;
 - v. The backfilling and compacting of the site area to prepare for paving. Backfilling will be as follows: 250mm of Granular B and 150mm of Granular A and compaction;
 - vi. The provisional component of 40mm of HL3 Asphalt as per OPSS 310, 1150 and 1154.
- c) "CONTRACT" means the Agreement to do the work entered with the Township;
- d) "CONTRACTOR" means the Contractor who enters into an Agreement with the Township;
- e) "CORPORATION" means Kieswetter Demolition (1992) Inc.
- f) "COUNCIL" means any member of Council in the Corporation of the Township of North Huron;
- g) "DESIGNATED MUNICIPAL OFFICIAL" means the Director or person(s) designated by them;
- h) "RESIDUE" means all demolition waste and non-recyclable material created by the provisions of this contract;
- i) "PERMITTED WASTE" means any waste which is permitted into the North Huron Landfill site other those materials defined as uncollectable waste;
- j) "SIGNING OFFICER" means a representative of the Contractor's firm who has the authority to enter into a Contract on behalf of the Proponent;
- k) "WORK" means any services provided for monetary compensation by a Contractor under a contract awarded

1. SCOPE OF WORK:

This project involves the provision of services for demolition and removal of the former

Armories Building structure and all its contents located at 273 Edward Street, Wingham Ontario in the Township of North Huron. The scope also includes the site reinstatement.

The project generally includes but is not limited to:

- Obtaining the necessary Demolition Permits from the Township of North Huron and disconnecting approvals from utility companies;
- A Designated Substance Survey was attached to the RFP as Appendix D;
- Installation of fencing to secure the site, restrict access and ensure it is a safe working site;
- Removal and disposal of the structure, all of its contents, and all debris created onsite:
- Prior to any demolition work, all asbestos-containing materials must be removed by a qualified contractor in accordance with Ontario Regulation 278/05 and buried underground at the North Huron Landfill Site;
- Removal of all lead-containing materials in accordance with Environmental Abatement Council of Ontario's (EACO) Lead Guideline for Construction, Renovation, Maintenance or Repair (October 2014).

This structure was built in 1905-1914 and used as an Armories building. The Gun Shed was built in 1940-1942. To date the building is vacant. There is a full basement and has a small portion that is a crawl space. The construction of the original structure consists of a concrete foundation, laid up brick exterior shell on a laid-up foundation with a concrete basement floor. The basement is approximately 1,500 square feet and the main floor is approximately 7,500 square feet.

Phase One	<ul style="list-style-type: none"> • Abatement, removal of contents and demolition of building; • Full removal of concrete footing, ramps and basement (miniature firing range). • Haulage of all concrete off site; • Backfilling and compacting of area to prepare for paving. • Backfilling will be as followed: <ul style="list-style-type: none"> • 250mm of Granular B and 150mm Granular A and compaction testing for backfilled material. • Site will need to be completed so that paving can occur.
Phase Two	<ul style="list-style-type: none"> • Paving the site with 40mm of HL3 Asphalt as per OPSS 310, 1150 and 1154

2. CONTRACT ADMINISTRATOR

All communication concerning this contract will be directed to the following primary contact:

Director of Public Works
 Township of North Huron
 519-357-3550 x129
 publicworks@northhuron.ca

4. DURATION OF CONTRACT

The Term of this contract will commence upon successful completion of project. It is estimated to reach completion prior to June 30th, 2021.

5. CONTRACT SECURITY AND DOCUMENTATION REQUIREMENTS

Proof of Insurance

The Contractor shall, at its own expense, purchase, provide and maintain throughout the duration of the Contract, a comprehensive policy of Public Liability and Property Damage Insurance in the amount of not less than \$5,000,000.00, inclusive per occurrence and Professional Liability in the amount of not less than \$5,000,000.00 inclusive per occurrence. This insurance will name the Township of North Huron as additional insured. A copy of the Contractor's insurance must be provided to the Township with the above sums stipulated in the general conditions.

Clearance forms from the Workplace Safety and Insurance Board (WSIB).

The Proponent must have the legal capacity to enter into a contract in accordance with the contract documents, including legal capacity to carry on business in the Province of Ontario. The Township reserves the right to request that the Proponent provide all documents, information, resolutions and legal opinions necessary to confirm a Proponent's legal capacity to enter into a contract and to request the Proponent to

provide the names of its officers and directors, partners, largest shareholders, unit holders or beneficial owners. If a Proponent does not have the legal capacity to enter into a contract or refuses to provide the above information and other documents, as requested, its proposal will be rejected.

The Proponent must comply with all laws applicable to the performance of the work. If a Proponent, before submitting its proposal, wishes to enter onto the land to perform a site investigation or for any reason, that Proponent must first send the Township's Director of Public Works and Facilities a written request describing the nature and specific purpose for the entry and of any investigation or tests to be performed and by whom. Following acceptance of the proposal, the Township's Director of Public Works and Facilities will require proof of compliance with such laws, license, regulatory approvals or certificates.

The contractor must obtain and maintain at its own cost all Demolition Permits, Licenses, regulatory approvals and certificates (municipal, federal and provincial) required to perform the work. It is the responsibility of the Contractor to secure the relevant licenses, permit and approvals.

6. PROVISION OF CONTRACTED SERVICES

- A. A Demolition Permit is required;
- B. A traffic control plan and alternate route for pedestrians will have to be provided and maintained;
- C. The site must be fenced off to control access to the site and to protect the Public;
- D. Huron-Perth Public Health COVID-19 recommendations and Provincial Regulations will need to be followed. This will be provided to the Township;
- E. The following asbestos abatement inspections must be completed by an asbestos abatement consultant:
 - Type 3 Pre-start inspection;
 - Type 3 Post-removal inspection;
- F. All hazardous waste generated as a result of any and all work at the site must be handled, transported and disposed of in accordance with Ontario Regulation 490/09 and Ontario Regulation 347; and,
- G. Ministry of Labour submission of work above \$50,000.
- H. Collaborating with the Public Works Department to provide safe passage for Pedestrians and vehicles in proximity to the site
- I. Collaborating with Public Works for the removal of the sewer and water services to property line.
- J. Assembling, parking and storing materials only in the designated site and maintaining a reasonably clean site;
- K. Ensuring pedestrian safety from construction activities on routes used by pedestrians adjacent to the designated site
- L. Minimize offensive odours and dust
- M. Complete all demolition/remediation of the site
- N. Comply with all necessary safety regulations for OH&SA and COVID-19.

7. COMPENSATION

The Contractor shall comply with the following regarding scheduling, cost reporting and work progress for purposes of biweekly progress payment claims. For each activity, the Contractor shall assign a value (Activity Value) corresponding to the total of the labour, material, service, equipment, overhead and profit associated that activity within the Contractor's contract amount. The sum of the Activity Values for all Activities in the Contractor's schedule shall equal the total contract amount.

The Municipality will review the Contractor's schedule which, once approved, will form part of the project schedule. The Contractor shall submit to the Township one hard copy of the schedule and may provide one electronic PDF copy. Activities on the contractor's schedule, shall equal the application for payment claimed. The submission of the updated Contractor's schedule, including the identification of the percentage completion of all Activities in accordance with the foregoing requirement, shall be prerequisite to the certification by the Township of any progress claim. If the Contractor and Township agree to a change in the Contractor's schedule then the Contractor shall submit a revised schedule that identifies the Activity Values for all Activities within the revised schedule and the percentage completion for all Activities.

All invoices will be paid in full within thirty (30) days of receipt.

8. SAFETY

During the performance of the work, the Contractor shall keep the land and buildings in a safe and orderly state, as appropriate in accordance with good industry practice, to avoid danger to persons thereon and in the immediate vicinity thereof, shall take all reasonable measures in accordance with good industry practice to prevent access to the designated area on the land and roofs under remediation by any persons not entitled to be present, shall perform all the obligations of a “constructor” within the meaning of the Occupational Health and Safety Act (Ontario) and shall be solely responsible for construction safety on the land and buildings and for compliance with the health and safety provisions of the contract documents, the Occupational Health and Safety Act (Ontario) and applicable law.

Without limiting the obligations of the Contractor pursuant to this paragraph, the Contractor shall ensure that the work performed by the Contractor and its subcontractors is in compliance with the Occupational Health and Safety Act (Ontario) Contractor, as “constructor” within the meaning of the Occupational Health and Safety Act (Ontario), will have the right to remove forces from the construction site should they not comply with the safety programs and safety instructions.

9. WORKPLACE SAFETY AND INSURANCE BOARD

- a) A copy of the Contractors Certificate of clearance from the Workplace Safety and Insurance Board must be submitted to the Township. Clearance certificates should be renewed every ninety (90) days throughout the term of the project and will be required prior to payment.
- b) The Contractor shall at all times pay or cause to be paid any assessment required to be paid pursuant to the requirements of the Workplace Safety and Insurance Board Act. Upon failure to do so, the Township may pay such assessment, and shall deduct said expenses from the Contractor's compensation.
- c) The Township may, at any time during the performance of or upon completion of the contract, require a declaration that the assessments required by W.S.I.B. have been paid.
- d) The Township may at any time request Ministry Compliance Approvals.

10. MISCELLANEOUS WORK, PROTECTION, ETC

The Contractor shall be responsible and make good for any damage done, by its employees, subcontractors and materials of the work, to the Township's property or materials, and they shall, at their own expense, replace all materials, property and work damaged to such an extent that they cannot be restored to original condition.

11. ACCESSIBILITY REGULATIONS FOR CONTRACTED SERVICES

Contracted employees, third party employees, agents and others that provide customer service on behalf of the Township are legally responsible to comply with the provisions outlined in Section 6 of the Ontario Regulation 429/07, Accessibility Standards for Customer Service, with respect to training. The Contractor shall ensure that such training includes, without limitation, a review of the purpose of the Accessibility for Ontarians with Disabilities Act, 2005, and the requirements of the Regulation, as well as instruction regarding matters set out in Section 6 of the Regulation.

12. TRAFFIC CONTROL AND VEHICLE LOADING

- a) The Contractor shall provide adequate control of traffic while operating on municipal road allowances.
- b) Where a vehicle is hauling material under this contract upon a public highway, and where motor vehicle registration is required for such vehicle, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether or not such vehicle is registered in the name of the Contractor.

13. PERMITS

The Contractor shall obtain and pay for at its own expense, all licences or permits required by law or statute or regulation made there-under.

14. EQUIPMENT

- a) The Contractor will be responsible for maintenance, repairs and all other operating costs of equipment required, including gas, licencing, insurance, storage, washing, etc. The unit(s) to be used for the performance of the services as herein provided must at all times be of the type and capacity as approved by the Council of the Township.

- b) The Contractor shall at all times provide, operate, and fully maintain a sufficient number of vehicles to perform the collection services specified herein. The Township shall have the right to cause the Contractor, at any time after the commencement of the contracted operations, to increase the number of collection units to such number as may be determined by the Township, thereby ensuring adequate performance of the contract.
- c) Units to be used for the performance of the services as herein provided must have fully enclosed, leak-proof bodies of sufficient capacity and unloading the refuse mechanically, mounted on adequate truck chassis, all at the approval of the Township. Spreading of refuse at the Landfill site will not be permitted.
- d) All equipment supplied by the Contractor must be kept clean and neat in appearance at all times. The Contractor shall ensure that all employees, while engaged in the collection services, will at all times maintain a high degree of cleanliness.

15. GOVERNING LAWS

The laws of Ontario and Canada shall govern the interpretation of this Agreement.

16. CONTRACT TERMINATION

The Township may terminate the Contract:

- a) Immediately and without notice, if the Contractor commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors;
- b) Immediately and without notice, if the Contractor does not comply with the Health and Safety requirements set out in these documents;
- c) Without notice, if the Contractor fails to make sufficient payments for payments due to its Sub-Contractors or suppliers;
- d) Upon expiration of ten (10) days from the date of receipt of written notice to the Contractor, if the Contractor fails to comply with any significant request, instruction or order given by the Township; or fails to comply with, or persistent disregard for statutes, regulations, by-laws or directives of relevant authorities related to the work; or fails to perform the work with skill and diligence expected of any similar Contractor; or assigns or sublets the Contract without the prior written consent of the Township; or refuses to correct deficient work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract;
- e) Any termination of the Contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have

The Contractor may terminate the Contract:

- a) With cause, upon thirty (30) business days with written notice being provided to the Township;

In the case of the Township:

The Corporation of the Township of North Huron
 C/O Director of Public Works
 P.O. Box 90, 274 Josephine Street
 Wingham, ON N0G 2W0

In the case of the Contractor:

Kieswetter Demolition (1992) Inc.
 235 Madison Avenue South
 Kitchener ON, N2M 3H5

Any notice shall be deemed to have been given to and received by the party to whom it is addressed, if delivered, when delivered and, if mailed, on the fifth business day after the mailing thereof. Any party may, by notice given aforesaid, designate a change of address to which a notice to such party shall be given and any notice to such party shall thereafter be delivered or sent to such address.

17. WAIVER

Both parties agree that any actions of the other party in contravention of the terms of this Agreement shall not be relied upon as a waiver of any terms of this Agreement and no approvals given by any employee of the Township or of the Contractor shall constitute a waiver by the Township or the Contractor, whatever the case may be, of any of the terms of this Agreement unless ratified in writing by the Township and the Contractor.

18. LIQUIDATED DAMAGES

Time shall be the essence of the contract. Goods and/or services shall be delivered within the time promised, failing which the Township reserves the right to cancel the contract or portion thereof without penalty or prejudice or the Township may apply liquidated damages.

In a case that the Contractor fails to perform the Work in accordance with the terms, Conditions and Specifications of the Contract, the Township shall give the Contractor notice as a written warning detailing the performance failure. Any subsequent occurrence of that same failure will result in the Contractor being assessed liquidated damages.

In view of the difficulty of ascertaining the losses which the Township will suffer by reason of delay in the performance of the said Work, it is hereby agreed upon, fixed and determined by the parties hereto, as to the amount of liquidated damages that the Township will suffer by reason of said delay and default, and not as a penalty; and the Township may deduct and retain the amounts of such liquidated damages out of the monies which may be due or become due to the Contractor under the Contract.

19. LEVEL OF SERVICE

The Contractor is required to complete one hundred per cent (100%) of the project. The Supervisor shall ensure, to the best of their ability, that all necessary work has been completed by the end of each working day, to ensure the project aligns with the time frame. The Contractor shall be deemed to have failed to complete one hundred per cent (100%) of the project if the Contractor misses any, or all, of the project details as outlined.

The Contractor shall remedy any breach of the Contract on the day it occurs, taking into consideration weather conditions and timing constraints. If the breach is not realized until the next calendar day, the Contractor must remedy the breach immediately that day.

THE TOWNSHIP OF NORTH HURON

Date

By: _____
Bernie Bailey, Reeve

Date

By: _____
Carson Lamb, Clerk

I/We have authority to bind the corporation.

KIESWETTER DEMOLITION (1992) INC.

Date

By: _____
Dave Kieswetter, Vice President

I/We have authority to bind the corporation