

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON
New TPO Roof System at the Blyth Community Centre

THIS AGREEMENT, made in triplicate this 3rd day of May, 2021.

BETWEEN:

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

-and-

ATLAS-APEX ROOFING (LONDON) INC.
(Hereinafter called the "Contractor")

WHEREAS the Township desires to engage the services of the Contractor for the Design, Build and installation of the New Roof System at the Blyth Community Centre located at 377 Gypsy Ln, Blyth, Ontario;

AND WHEREAS the Township desires to engage the services of the Contractor for the Provisional Items as mentioned in the RFP for the supply and installation of patches to the existing TPO Roofing;

AND WHEREAS the Township has the sole responsibility for the provision of services for the Roof Replacement for Blyth Community Centre, as outlined in RFP Documents;

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

NOW THEREFORE witness 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 undertakes and agrees to pay the Contractor in Canadian Funds the sum of Sixty-Five Thousand Three-Hundred Twenty-Eight Dollars (\$65,328) 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.
- 4) The Contractor and the 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:
Atlas-Apex Roofing (London) Inc.
625 Newbold Street
London, ON N6E 2V1

1. DEFINITIONS:

For the purpose of this Agreement:

- a) "CONTRACT" means the Agreement to do the work entered with the Township;
- b) "CONTRACTOR" means the Contractor who enters into an Agreement with the Township;
- c) "CORPORATION" means Corporation of the Township of North Huron;
- d) "COUNCIL" means any member of Council in the Corporation of the Township of North Huron;
- e) "DESIGNATED MUNICIPAL OFFICIAL" means the Director or person(s) designated by them;
- f) "PERMITTED WASTE" means any waste which is permitted into the North Huron Landfill site other than those materials defined as uncollectable waste;
- g) "SIGNING OFFICER" means a representative of the Contractor's firm who has the authority to enter into a Contract on behalf of the Proponent;
- h) "WORK" means any services provided for monetary compensation by a Contractor under a contract awarded

1. SCOPE OF WORK:

This project includes an installation of 6000 square feet of TPO roofing system of the proponents' choice and installation of two new scupper drains with matching down pipe to existing wall steel color to the Blyth Community Center Facility located at 377 Gypsy Lane S, Blyth ON. The current roof system on the Blyth Community Center Facility is asphalt built up roof system with two roof top HVAC units and five other various venting pipes exposing.

The Township of North Huron will provide no charge to any landfill fee associated with this project.

It is the proponent's responsibility to acquaint themselves with all the existing conditions and limitations of the location and make due allowance in their tenders for any such conditions and limitations as they affect the proper carrying out of their work.

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 November 1st, 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. 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. Any required permitting as needed;
- 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. Ministry of Labour submission of work above \$50,000.
- F. Collaborating with the Public Works Department to provide safe passage for Pedestrians and vehicles in proximity to the site
- G. Assembling, parking and storing materials only in the designated site and maintaining a reasonably clean site;
- H. Minimize offensive odours and dust
- I. Comply with all necessary safety regulations for OH&SA and COVID-19.

7. COMPENSATION

All costs are to be set out in a concise format excluding applicable taxes.

There will be no partial payment for services. Payment will be net 30 days upon installation of the new roofing system on the Blyth Community Center Facility a \$ 30,000 performance bond will be maintained by the Township and released upon final inspection 45 days after installation.

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 and property.
- 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.
- b) 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.
- c) 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:
Atlas-Apex Roofing (London) Inc.
625 Newbold Street
London, ON N6E 2V1

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.

ATLAS-APEX ROOFING (LONDON) INC.

Date

By: _____

Brett Beetles, Senior Vice-President,

I/We have authority to bind the corporation