

# THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

## Replacement of the Dectron Unit at the North Huron Westcast Community Centre Centre

THIS AGREEMENT, made in triplicate this 18th day of October 2021.

BETWEEN:

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

-and-

**CLIFF'S PLUMBING AND HEATING/CLIFF MANN MECHANICAL LIMITED**  
(Hereinafter called the "Contractor")

**WHEREAS** the Township desires to engage the services of the Contractor for the supply and installation of the new Dectron Unit at the North Huron Westcast Community Complex located at 99 Kerr Drive, Wingham, Ontario;

**AND WHEREAS** the Township desires to engage the services of the Contractor for the Provisional Items as mentioned in the RFT for the supply and installation of the Dectron Unit;

**AND WHEREAS** the Township has the sole responsibility for the provision of services for the Dectron Unit for the North Huron Westcast Community Complex, as outlined in RFT 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 Three Hundred Eight Thousand and Two Hundred Dollars (\$308,200.00) 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 Recreation & Community Services  
 P.O. Box 90, 274 Josephine Street  
 Wingham, ON N0G 2W0

In the case of the Contractor:  
 Cliff's Plumbing and Heating/Cliff Mann Mechanical Limited  
 1136 Bruce Road 86, P.O. Box 309  
 Lucknow, ON N0G 2H0

**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 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:**

The scope of the project is to remove and dispose of the existing Dectron dehumidification system, and to furnish and install a new factory assembled; fully enclosed, packaged Dectron environmental control system Model# LD-152-VR-X-P3ER1203W2G4AD0S with energy recovery feature(s) designed for natatorium environment control on the roof of the North Huron Westcast Community Complex. The successful bidder will also make good all repairs prior to substantial completion of the project due to alterations caused by equipment changes.

**2. CONTRACT ADMINISTRATOR**

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

Director of Recreation & Community Services  
Township of North Huron  
519-357-1208x322  
vluttenberger@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 February 28, 2022.

#### **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 Recreation & Community Services 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 Recreation & Community Services will require proof of compliance with such laws, license, regulatory approvals or certificates.

The contractor must obtain and maintain at its own cost all 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 Recreation & Community Services Department to provide safe passage for pedestrians and staff to/from 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 completion of the removal of the current Dectron Unit and the supply and installation of the new Dectron Unit at the North Huron Wescast Community Complex a 10% performance bond (\$ 30,820) 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 Recreation & Community Services  
P.O. Box 90, 274 Josephine Street  
Wingham, ON N0G 2W0

In the case of the Contractor:  
Cliff's Plumbing and Heating/Cliff Mann Mechanical Limited  
P.O. Box 309, 1136 Bruce Road 86  
Lucknow, ON N0G 2H0

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.

**CLIFF'S PLUMBING & HEATING/CLIFF MANN  
MECHANICAL LIMITED**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Cliff Mann, President

I/We have authority to bind the Corporation

**TOWNSHIP OF NORTH HURON**  
**CONTRACTOR SAFETY PRACTICES ACKNOWLEDGEMENT**

<b>Contractor Safety Practices Acknowledgement</b>	<b>Township of North Huron</b>
	<b>Review/ Revision Date:</b>
<b>Areas Involved:</b> All locations.	<b>Completion of Project:</b>

**Contract Number:** \_\_\_\_\_

**Scope of Work:**

\_\_\_\_\_  
 \_\_\_\_\_

**Contractor Contact:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

# Of Employees: \_\_\_\_\_

Contractor's WSIB #: \_\_\_\_\_  
**(Updated Certificate to be provided every 60 days)**

**Contractor's** Health and Safety Policy Attached \_\_\_\_\_ Provided Electronically \_\_\_\_\_

The **Contractor** hereby commits to ensuring that all work shall be completed in a safe manner conforming to all applicable legislation, including Bill 168 Violence & Harassment in the Workplace and our firm's Health and Safety Policy. All workers provided by the **Contractor** will be qualified to perform the work, will be properly trained for the tasks they are assigned, will be aware of potential hazards, and will wear appropriate personal protective equipment as may be required.

Furthermore, any accident or workplace injury which occurs while working for the municipality shall be immediately reported to the **Township**.

Upon request, the **Contractor** will provide documentation confirming compliance with the Health and Safety Policy, that workers are properly trained, and that qualified workers are performing the work.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

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**To be completed by Township Staff**

I, \_\_\_\_\_, have reviewed documents submitted by this  
 (Name of employee)

Contractor and confirm that they have appropriate Health and Safety policies related to the scope of work.



**TOWNSHIP OF NORTH HURON**  
**ACCESIBLE CUSTOMER SERVICE**  
**ACCESIBLE CUSTOMER SERVICE CONTRACTOR COMPLIANCE FORM**

\_\_\_\_\_ hereby agrees to ensure that all employees,  
(Name of Contractor)  
agents and subcontractors will provide Accessible Customer Service consistent with the following principles:

Whenever interacting with any of the Township's staff, customers or the public:

- Goods or services will be provided in a manner that respects the dignity and independence of persons with disabilities.
- The provision of goods or services to a person with disabilities and other will be integrated unless an alternate measure is necessary, whether temporarily or on a permanent basis, to enable a person with a disability to obtain, use or benefit from the good or service.
- Persons with disabilities must be given an opportunity equal to that given to others to obtain, use and benefit from the goods or services;
- Persons with disabilities may use assistive devices and/or support persons in the access of goods and services.
- All employees, when communicating with a person with a disability, shall do so in a manner that takes into account the person's disability.

\_\_\_\_\_  
Authorized Representative of Contractor

\_\_\_\_\_  
Date