

By-law 2025-27 "Schedule A"



SECTION 3

FORM OF AGREEMENT

RFT 2025-08

2025 ANNUAL NON-OSIM CULVERT REPLACEMENTS

TOWNSHIP OF WILMOT

INFRASTRUCTURE SERVICES

FORM OF AGREEMENT

2025 ANNUAL NON-OSIM CULVERT REPLACEMENTS

RFT # 2025-08

THIS AGREEMENT made in TRIPLICATE this _____ DAY OF _____, 2025.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WILMOT
(hereinafter called the "Township")

- and -

(hereinafter called the "Contractor")

WITNESSETH that in consideration of the mutual covenants, conditions, and agreements contained herein, the parties hereto and hereby agree as follows:

ARTICLE I

(A) The articles of this Agreement here with the Form of Tender, the Contract Drawings, Specifications, General and Special Provisions, Standard Drawings, and General Conditions of Contract, constitute the documents of the "Contract" and shall be read together establishing the Contract as fully and completely, to all the stipulations described herein.

(B) The Contract Documents are listed as follows:

Section No. 1 – Information to Tenderers

Section No. 2 – Form of Tender

Section No. 3 – Form of Agreement

Section No. 4 – OPSS.MUNI 100 General Conditions of Contract

Section No. 5 – Supplemental General Conditions

Section No. 6 – Item Special & General Provisions

Section No. 7 – Standard Specifications

OPS Specifications and Standard Drawings

Contract Drawings, Addenda Issued during Tendering (if any)

ARTICLE II

The Contractor undertakes and agrees:

- (A) To supply all the materials, labor and equipment necessary to perform all the work in accordance with this Contract.
- (B) That the entire work under this Contract including all final clean-up and trimming shall be completed by, Friday November 1, 2024.**
- (C) If the time limit specified in (B) is not sufficient to permit substantial performance of the work by the Contractor working a normal number of hours each day or week on a single daylight shift basis, it is expected that additional and/or augmented daylight shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore.

If the Contractor is delayed in the completion of the work:

- (1) by reason of changes or alterations made under Section GC 3.11 of the General Conditions of Contract;
 - (2) by reason of any breach of contract or prevention by the Township, or other contractor of the Township or any employee of any one of them;
 - (3) by reason of delay by the Township in issuing instructions or information or in delivering materials;
 - (4) by any other act or neglect of the Township or any other contractor of the Township or any employee of any one of them;
 - (5) for any cause beyond the reasonable control of the contractor; or
 - (6) by Acts of God, or of the Public Enemy, Acts of the Province or of any Foreign State, Fire, Floods, Epidemics, Quarantine Restrictions, Embargoes or delays of Sub-Contractors due to such causes, the time of completion shall be extended in writing at any time on such terms and for such period as shall be determined by the Engineer, and notwithstanding such extensions, time shall continue to be deemed of the essence of this contract.
- (D) An application by the Contractor for any extension of time as herein provided shall be made to the Township in writing at least fifteen (15) business days prior to the date of completion fixed by the Contract.

The application for any extension of time will be considered by the Township only for those conditions as outlined under Clause GC3.06 "Extension of Contract Time" of the General Conditions.

All bonds or other surety furnished to the Township by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension of time granted, and the Contractor shall furnish the Township with evidence of such amendment of the bonds or other surety.

Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the Township whatsoever under this Contract and all of such rights shall continue in full force and effect that the time limited. In this Contract for the completion of the work and whenever in this Contract power and authority is given to the Township or the Contract Administrator or any person to take any action consequent upon the act, default, breach, neglect, delay, non-observance or non-performance by the Contractor in respect of the work or Contract, or any portion thereof, such powers or authorities may be exercised from time to time and not only in the event of the happening of such contingencies before the time limited in the case of the Contractor being permitted to proceed with the execution of the work under an extension of time granted by the Township.

(E) That in case all the work called for under the Contract is not finished or completed within the date of completion specified, damage will be sustained by the Township, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Township will sustain in the event of and by reason of such delay and the parties thereto agree that the Contractor will pay to the Township, Liquidated Damages for each and every calendar days delay in finishing the work beyond the date of completion specified as follows:

- A sum of **\$250.00** per calendar day for each and every calendar day delay in completing the work beyond the specified dates of completion.

It is agreed that this amount is an estimate of actual damage to the Township which will accrue during the period in excess of the prescribed date of completion.

The Township may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The Liquidated Damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Township.

ARTICLE III

The Township undertakes and agrees:

(A) That during the progress and completion of the work under this Contract, the Contractor shall receive payment in accordance with the terms and conditions contained herein.

ARTICLE IV

If and whenever either party hereto desires to give notice to the other concerning any matters related to this contract, such notice shall be given sent by prepaid registered mail correctly address to follows:

The Contractor: STEED AND EVANS LIMITED
3000 Ament Line
St. Jacobs, ON N0B 2N0

The Owner: TOWNSHIP OF WILMOT
60 Snyder's Road West
Baden, ON N3A 1A1

The Contract Administrator:

TOWNSHIP OF WILMOT
60 Snyder's Road West
Baden, ON N3A 1A1

ARTICLE V

This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of this day and year set out above.

Signature of Authorized Officials
of the Contractor and position held.

Seal of the Contractor

Signature of Authorized Officials
of the Township and position held.

Seal of the Township of Wilmot