



Golf Course Road Rehabilitation
Form of Agreement



This Agreement made on this _____ day of _____, 2022

Between The Corporation of the Township of Horton

and

The Corporation of the Township
of Admaston/Bromley
(Hereinafter called the "Townships")

party of the first part

And Thomas Cavanagh Construction Limited

(Hereinafter called the "Contractor")

party of the second part

For The rehabilitation of the Boundary road know as Golf Course Road from Highway 60 to the entrance of the proposed aggregate pit owned by Thomas Cavanagh Construction Limited located at Lots 23-25, Con 1 in the Township of Horton per registered plan 49R19014 to facilitate a non-seasonally load restricted roadway.

(Hereinafter called the "Work")



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Now, witnessed,

That the Townships and the Contractor in consideration of the fulfillment of their respective promises and obligations herein set forth, covenant and agree with each other as follows:

- 1) The Contractor undertakes and agrees to provide all necessary labour, equipment, materials and supervision, unless otherwise indicated, together with all incidentals and standard contract deliverables thereto to perform the Work to the satisfaction of the Townships.
- 2) All work shall be of the highest quality and to the satisfaction of the Townships and shall conform with all applicable local By-Laws, regulations, OPSS and OPSD whether referenced below or not.
- 3) The Townships shall not supply any design drawing outside of the Appendices and GBE data referred to in this agreement. The Contractor may supply design drawing at their own expense and must be approved in writing by the Township of Horton's Public Works Manager.
- 4) The Work shall consist of but not be limited to:
 - a) Reclamation of the existing bituminous surface to a depth of 150mm (+/- 15mm). per Appendix A, Appendix B, and OPSS 330 and 301.
 - b) Ditch cleanout ensuring positive flow throughout to coincide with the existing drainage and topography, per Appendix A and Appendix C.
 - c) Tree Removal as necessary to facilitate ditch cleanout Appendix C.
 - d) Supply and Installation of two (2) lane way corrugated steel pipe culverts, 0.300m Diameter x 10 m Length to facilitate drainage, per Appendix A, Appendix C and Appendix D.
 - e) Application, compaction and grading of granular base materials of up to 700 m of roadway, including the entrance to the Golf Course, to lift the road platform (no sub excavation required), ensuring a smooth riding surface and that all reclaimed material is covered by a minimum of 75mm of Granular "A", per the Granular Base Equivalency (GBE) testing data, Appendix A, Appendix E and OPSS 1010, 330, 301.
 - f) The Contractor shall be responsible for completing the layout of the project.
 - g) The Contractor shall be responsible for establishing the horizontal center line alignment complete with chainage at 10m intervals .
 - h) The Contractor shall establish the centerline finish top of asphalt grade by transferring the existing centerline asphalt grade to conform with the GBE data supplied by the Township of Horton.
 - i) Tie in all existing laneways with a like for like surface ensuring a smooth transition on to the new road platform.
 - j) Dust suppression per OPSS 506.



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- k) Traffic Control per Book 7 regulations. One live lane of traffic shall always be kept open, and all practicable efforts shall be made not to unnecessarily hinder the operation of the businesses or residents of Golf Course Road throughout the Work.
 - l) All Work shall conform with the Township of Horton's noise By-Law 2013-56.
 - m) Supply and Installation of one (1) new RA1 Oversized 90cm x 90cm stop sign (0.81 Aluminum, High Intensity Grade) per Appendix A, OTM Book 4 and 5 specifications.
 - n) Application of a high-class bituminous surface to up to 700 m of roadway including the entrance to the Golf Course per Appendix A, Appendix E, and GBE testing data. The HCB surface shall consist of a 50mm HL8 base course and 40mm HL3 top course or a pre-approved equivalent per OPSS 1003,1150,1151.
 - o) Supply and apply Yellow Reflected Centerline Paint and Glass Beads per OPSS 710.
- 5) The Townships assume no responsibility for the accuracy of any information supplied in the Appendices or GBE data. All information supplied is for reference purposes only. The Contractor shall be solely responsible for confirming the quantity of materials and labour required to perform the work to the satisfaction of the Townships
 - 6) Incidentals and deliverables shall include but not be limited to:
 - a) A Preliminary Schedule of Work
 - b) Sub Contractor List
 - c) Traffic Control Plan (Must be pre-approved before work commencement)
 - d) Dust Suppression Plan
 - e) Itemized Schedule of Pricing List
 - f) Soil analysis and design mixture specifications for QA testing as applicable (14 days before application)
 - g) A Certified Cheque for Ten percent (10%) of the estimated upset total for the Work in the Township of Horton's name. (10% of \$325,477.98)
 - h) Proof of WSIB.
 - i) Proof of Five Million dollars (\$5,000,000.00) liability insurance in the name of the Contractor and the Townships.
 - 7) At the discretion of the Township of Horton's Public Works Manager a geotechnical consultant may be requested to perform Quality Assurance (QA) including sampling, testing and reporting with the costs being borne by the Contractor.
 - 8) All quality assurance testing must be completed in a CCIL certified laboratory for Marshall and Superpave Mix Compliance (Type B), Aggregate Quality Control (Type C), Aggregate Physical Property (Type D). Sampling or testing must be conducted by a technician certified to perform sampling or testing.



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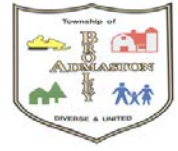
- 9) The Townships undertakes and agrees to pay the Contractor in Canadian Funds the sum of One Hundred and Twenty-Six Thousand and Six Hundred and Twenty-Seven Dollars and Eighty Cents (\$ 126,627.80) including HST for the performance of the Work in accordance with By-Law 2022-09 subject to satisfactory performance of the Work to the satisfaction of the Townships.
- 10) The Townships shall only pay the Contractor for applicable aggregate and High-Class Bituminous materials for the Work to the upset limit specified in By-Law 2022-09. The Townships reserve the right to have a staff member onsite to collect weigh tickets to ensure all materials invoiced accurately represent the materials supplied for the Work.
- 11) The Contractor shall supply the Townships an itemized schedule of pricing list for all materials to be invoiced to the Townships prior to any Work commencing. The pricing shall be adhered to with no adjustments for the duration of the Work. Materials that are not specified on the schedule of pricing shall not be paid for by the Townships and shall be the responsibility of the Contractor. The schedule of pricing must be approved in writing by the Township of Horton's Public Works Manager prior to any Work commencing.
- 12) The Contractor shall supply a detailed invoice for all payments including weigh tickets and a total quantities spreadsheet for all materials invoiced to the Townships.

Golf Course Road Rehabilitation Payment Schedule					
Payment	Description	Timing for payment	SUB-TOTAL	HST	TOTAL
1	Up to top of Gran B	Gran B grade Cert.	\$ 51,000.00	\$6,630.00	\$57,630.00
2	Granular A	Gran A grade Cert	\$ 18,500.00	\$2,405.00	\$20,905.00
3	Base Asphalt	Completion of Base Course	\$ 20,000.00	\$2,600.00	\$22,600.00
4	Surface Asphalt	Completion of Surface Course	\$ 22,560.00	\$2,932.80	\$25,492.80
TOTALS			\$ 112,060.00	\$14,567.80	\$126,627.80

- 13) The payment schedule shall be as follows:
- 14) The Townships shall have (30) thirty business days to issue payment upon receipt of all supporting documentation and a complete invoice.
- 15) No statutory hold back shall be applicable to the Work.
- 16) Upon successful completion of the Work representatives from the Townships and the Contractor shall perform a thorough inspection of the work noting all deficiencies to be repaired. Upon successful completion of all noted deficiencies the deposit cheque shall be released in full. If all noted deficiencies are not repaired within (30) thirty calendar days, the Townships reserve the right to retain the deposit cheque and utilize the funds to repair the deficiencies.



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- 17) The Contractor will be responsible for the warranty of the Work for a 12-month period in accordance with OPSS.MUNI 100 GC 7.16 warranty. If the Contractor does not adhere to OPSS.MUNI 100 GC 7.16 warranty, the Townships reserve the right to seasonally restrict the roadway until the warranty work noted by the Townships is repaired
- 18) The Contractor and the Townships for themselves, their successors, administrators and permitted assigns undertake and agree to the full performance of their respective obligations under the Contract.
- 19) The Work may not be assigned or sub-Contracted by the Contractor to an alternate party without the express written consent of the Township of Horton's Public Works Manager.
- 20) The Contractor shall supply a yearly quantities report to the Township of Horton for all aggregate sourced from the proposed aggregate pit owned by Thomas Cavanagh Construction Limited located at Lots 23-25, Con 1 in the Township of Horton per registered plan 49R19014 for the duration of this agreement. Failure to deliver the yearly quantities report shall permit the Townships to seasonally restrict the roadway until the report is delivered.
- 21) Upon successful completion of all terms in this agreement to the satisfaction of the Townships a letter of acceptance shall be issued to the Contractor by the Township of Horton's Public Works Manager with the released deposit cheque to the address specified below attesting that Golf Course Road from Highway 60 to the entrance of the proposed aggregate pit owned by Thomas Cavanagh Construction Limited located at Lots 23-25, Con 1 in the Township of Horton per registered plan 49R19014 shall remain non-seasonally load restricted for thirty (30) Calendar years, until December 31st 2052 unless clause 17 and 20 are not adhered to.
- 22) If either party desires to give notice to the other party under, or in connection with, this agreement, such notice will be effectively given upon actual service or three (3) days after being sent by Registered Mail to:

a) The Townships at: The Township of Horton

2253 Johnston Road, Renfrew, Ontario K7V 3Z8
Attn : Adam Knapp, Public Works Manager

b) The Contractor at:



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IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or cause their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

Contractor:

Contractor Firm Name

Corporate Seal or Signature of Witness

Signature of Authorized Signing Officer

Township of Horton:

Mayor

Corporate Seal

CAO/Clerk

Township of Admaston Bromley:

Mayor

Corporate Seal

CAO/Clerk