

BY-LAW NUMBER 2024-88

THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

BEING a By-Law to Authorize the Entering into a Contract with Bircon Canada Ltd.;

WHEREAS Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, grants municipalities the rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Council of The Corporation of the Township of Rideau Lakes deems it expedient to enter into a Contract with Bircon Canada Ltd. to undertake repairs on the Portland Harbour docks located at 15B Water St, Portland, Ontario;

NOW THEREFORE the Council of The Corporation of the Township of Rideau Lakes enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the attached Contract, as outlined in Schedule 'A', with Bircon Canada Ltd.
2. All previous By-laws, Resolutions or Motions that contravene this By-law are hereby repealed.

Read a first and second time this 3rd day of September, 2024.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

Read a third time and finally passed this day of 2024.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

**CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES
AGREEMENT**

BETWEEN: The Corporation of the Township of Rideau Lakes
(Hereinafter referred to as "the Township")
OF THE FIRST PART

AND: Bircon Canada Ltd.
(Hereinafter referred to as "the Proponent")
OF THE SECOND PART

WHEREAS authority is given under the *Municipal Act* for the Council of the Township of Rideau Lakes to engage in contracts for the purpose of providing services;

AND WHEREAS the Council of the Corporation of the Township of Rideau Lakes is desirous of engaging Bircon Canada Ltd. to undertake repairs on the Portland Harbour docks located at 15B Water St, Portland, Ontario.

NOW THEREFORE the Township and the Proponent hereby agree to the following terms and conditions:

1. The Proponent will provide the services/scope and undertake the work as set out in RFP PW2024-21, in the proposal submitted by the Proponent and dated July 3, 2024, (attached hereto as Schedule 'A'), all documents forming part of this Agreement.
2. The Proponent represents and warrants that the performance of this Agreement will not conflict with any other contract to which it is bound and, while performing this Agreement it will not engage in any services or employment or enter into any agreement in conflict with this Agreement. The Proponent agrees to disclose potential conflicts of interest that may arise during the term of this Agreement.
3. The Proponent shall not assign or sublet the whole or any part of this Agreement without the prior written consent of the Township, unless the use of subcontractors is expressly stated in the proposal submitted by the Proponent and accepted by the Township.
4. The Proponent acknowledges that while performing the services under this Agreement, that it is not an employee of the Township of Rideau Lakes, and as such shall be responsible for the payment of all expenses required by law, including, but not necessarily limited to, Employment Insurance premiums, Income Tax, Canada Pension Plan contributions, etc., failing which the Proponent shall reimburse the Township for any expenses it may have to pay as a result of the Proponent neglecting to do so.

5. The Township agrees to pay the Proponent the professional fees and associated disbursements for the repairs on the Portland Harbour docks located at 15B Water St, Portland, Ontario as per RFP PW2024-21 for the grand total of \$93,500.00 (excluding HST). Any additional expenditures or disbursements shall not be incurred without the prior expressed written approval of the Township. Disbursements will be charged as per the actual costs incurred.
6. The Proponent will invoice the Township for work that has been completed at key intervals as determined by the parties. Such invoices shall include a detailed description of the tasks included therein, in conformity with the approved work plan, and shall contain a list of the disbursements and applicable taxes. The Township hereby agrees to pay the invoices in a timely fashion.
7. In the event of any dispute with respect to the payment of the invoices which cannot otherwise be resolved between the Proponent and the Township, the Proponent and the Township hereby agree to submit the matter to an impartial arbitrator under the *Arbitrations Act*, whose decision shall be final and binding. In the event that a matter is referred to an arbiter under this Article, the parties agree to equally share the cost of the arbiter and any related expenses.
8. The Proponent will cooperate with the Township's auditor with respect to any financial matters involving business between the Proponent and the Township.
9. The Proponent shall, at all times during the term of this Agreement, maintain not less than \$5,000,000 in liability insurance, with the Township as a named insured. A copy of the insurance policy shall be filed with the Township upon the commencement of the Agreement and the Township shall be advised immediately of any change in status in the insurance coverage required pursuant to this Article.
10. The Proponent shall file a current Workplace Safety and Insurance Board (WSIB) certificate with the Township upon the commencement of the Agreement.
11. The proponent Bircon Canada Ltd. shall indemnify and hold the Township of Rideau Lakes harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by Bircon Canada Ltd., its officers, employees or other persons for whom Bircon Canada Ltd. is legally responsible arising out of this agreement.
12. The *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), Accessibility Standard for Customer Service (ASCS) and the Integrated Accessibility Standards Regulation (IASR) requires all contractors and their employees who provide goods, services or facilities on behalf of the Township of Rideau Lakes receive training on these standards and on the Human Rights Code as they pertain to persons with disabilities. Contractors must keep records of all training, including dates when training was provided, the number of employees who received training and individual training records for their business. Contractors are required to make this information available to the Township and/or the

Province upon request.

13. All information collected by the Proponent in the performance of the services described herein shall be considered to be the property of the Township and shall be surrendered to the Township immediately upon request for same. It is understood that in the collection of any information, that the Proponent will have proper regard for the *Municipal Freedom of Information and Protection of Privacy Act*, and that the disclosure of any information collected will be pursuant to the requirements of the legislation as embodied in the procedures set out by the Township.
14. This Agreement shall be effective from the date of its signing thereof and the terms of this Agreement shall remain in force and effect until the project is completed, unless otherwise amended in writing and agreed to by both the Township and the Proponent.
15. This Agreement shall be subject to the applicable laws of Canada and Ontario.

Dated this 27 day of August, 2024.


THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

Arie Hoogenboom, Mayor

(SEAL)

Mary Ellen Truelove, Clerk

"I/We have the authority to bind the Corporation"



Name / Position Jim Dark P .Eng President

"I/We have the authority to bind the Corporation"

Schedule 'A' to Agreement

A copy of the RFP Proposal submitted can be obtained from the Clerk's Office and will form part of this agreement.