

AGREEMENT

FOR

KINGSVILLE FIBRE OPTIC INSTALLATION

THIS AGREEMENT made (in triplicate) this 29th day of June 2020 A.D.

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE
hereinafter called the "OWNER"

Of the First Part;

- and -

Aecon Utilities
hereinafter called the "CONTRACTOR"

Of the Second Part.

WHEREAS the tender of the Contractor respecting the construction work, hereinafter referred to and described, was accepted by Town of Kingsville on the 22nd day of June, 2020.

THEREFORE THIS AGREEMENT WITNESSETH that the consideration of the premises and the covenants hereinafter contained, the Parties hereto agree as follows:

1. The Contractor hereby covenants and agrees to provide and supply at its expense, all and every kind of labour, machinery, equipment and materials for and to undertake and complete in strict accordance with its tender dated the 5th day of June, 2020 and the contract documents, including the general conditions of the contract, the plans and drawings and specifications all of which said documents are annexed hereto and form part of this agreement to the same extent as if fully embodied herein, for the

KINGSVILLE FIBRE OPTIC INSTALLATION

and for the price or sum of

Two Hundred and Forty-Seven Thousand Forty-Six Dollars
69/xx (Excluding all Taxes) \$247,046.69

2. The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner to the entire satisfaction of the Owner within the period of time specified in the said tender.

3. The Contractor further covenants and agrees that it will at all times indemnify And save harmless the Owner, its officers, servants and agents, from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the Owner, its officers, servants and agents by reason or in consequence of the execution and performance or maintenance of the said work by the Contractor, its servants, agents or employees.

4. The Contractor further covenants and agrees to furnish in accordance with the above specifications a Performance and Maintenance Bond and a Labour and Material Payment Bond each in the amount equivalent as specified in Section 2, Item #8.0 in such form and issued by such surety as may be approved by the Owner, guaranteeing the faithful performance of the said work, in accordance with the terms of this agreement.

5. It is understood and agreed that the Contractor will not commence or proceed with the construction work herein before described or any part thereof, unless and until the Contractor has been instructed in writing so to do.

6. The Owner hereby covenants and agrees that if the said work shall be duly and properly executed and materials provided as aforesaid, and if the Contractor shall carry out, perform and observe all of the requirements and conditions of this agreement, the Owner will pay to the Contractor the contract price herein set forth in its tender, such payment or payments to be made in accordance with the provisions of the general conditions of the contract referred to above.

7. This agreement and everything herein contained shall ensure to the benefit of and be binding upon the Parties hereto, their successors and assigns, respectively.

MS19-302 - Fibre Optic Cable Directional Drilling

Opening Date: May 22, 2020 11:30 AM

Closing Date: June 5, 2020 11:00 AM

Vendor Details

Company Name: Aecon Utilities
Address: 20 Carlson Crt
Suite 105
Toronto, Ontario M9W 7K6
Contact: Melissa DaSilva
Email: utilitiesestimating@aecon.com
Phone: 416-779-0633
HST#: 887201887-RT0006

Submission Details

Created On: Monday June 01, 2020 12:32:08
Submitted On: Friday June 05, 2020 10:02:06
Submitted By: Melissa DaSilva
Email: utilitiesestimating@aecon.com
Transaction #: ea03c322-35e8-4c82-80da-2eeb4ee3f89c
Submitter's IP Address: 165.225.208.225

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional. In lawful money of Canada.

The first table is a Summary Table which provides your Sub-Total for each pricing table and also indicates whether or not the table is mandatory or not. Asterisk's within the table denotes a "MANDATORY" line item.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value unless you are prepared to provide the line item at zero dollars to the Owner.

If a table is "NON-MANDATORY" and you are bidding on it, you must bid on all line items with an asterisk.

If there are multiple tables, you must click the "EDIT PRICING" button inside the Summary Table to display the applicable Pricing Table that you wish to bid on.

Form of Tender - Kingsville Fibre Optic Installation

ITEM NAME	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE *	TOTAL
Part 'A' - Conduit Installation	1.1	Directional drill and Install 2 - 1.25" DR13.5 Orange Conduit and Pro-Trace HDD-CCS PE45 Tracer Wire on Division Road from Town Hall to Road 2 East (Include for Restoration)	LM	850	\$41.5900	\$ 35,351.50
Part 'A' - Conduit Installation	1.2	Directional drill and Install 1 - 1.25" DR13.5 Orange Conduit and Pro-Trace HDD-CCS PE45 Tracer Wire on Division Road from Road 2 East to Fire Hall (Include for Restoration)	LM	370	\$35.6300	\$ 13,183.10
Part 'A' - Conduit Installation	1.3	Directional drill and Install 1 - 1.25" DR13.5 Orange Conduit and Pro-Trace HDD-CCS PE45 Tracer Wire on Road 2 East from Division Road to Jasperson Lane (Include for Restoration)	LM	1350	\$33.5900	\$ 45,346.50

Part 'A' - Conduit Installation	1.4	Directional drill and Install 1 - 1.25" DR13.5 Orange Conduit and Pro-Trace HDD-CCS PE45 Tracer Wire on Jasperson Lane from Road 2 East to Arena (Include for Restoration)	LM	330	\$33.8600	\$ 11,173.80
Part 'A' - Conduit Installation	2	Installation of Green Lid Vault 24"W x 36"L x 30" Deep - Grade Level, Sealed, Medium Duty Box with Bolt Down or Locking Lid - (Include for Restoration)	Each	6	\$1,586.8100	\$ 9,520.86
Part 'A' - Conduit Installation	3	Daylighting for Utilities - Use of Hydrovac to locate utilities throughout jobsite. This item accounts for 15 days @ 4 hours per day. There will be no onsite downtime/standby time paid. Coordinate these works accordingly	Per Hour	60	\$425.0900	\$ 25,505.40
Part 'B' - Installation of Fibre Optic Cable & Peripheral Equipment	4.1	Single Mode Fibre - 48 strand fibre cable from Town Hall to Arena to be terminated, tested, labelled and certified within vaults (Terminations to be APC LC Duplex). Fibre to be installed by air blown jetting method.	LM	2530	\$7.2100	\$ 18,241.30
Part 'B' - Installation of Fibre Optic Cable & Peripheral Equipment	4.2	Single Mode Fibre - 144 strand fibre cable from Town Hall to Fire Hall to be terminated, tested, labelled and certified within vaults (Terminations to be APC LC Duplex). Fibre to be installed by air blown jetting method.	LM	1220	\$11.7900	\$ 14,383.80

Part 'B' - Installation of Fibre Optic Cable & Peripheral Equipment	5.1	Kingsville Town Hall - Strand fibre cables to be terminated inside building with a network rack. No outside termination box will be allowed.	Lump	1	\$9,516.7300	\$ 9,516.73
Part 'B' - Installation of Fibre Optic Cable & Peripheral Equipment	5.2	Kingsville Fire Hall - Strand fibre cable to be terminated inside building with a network rack. No outside termination box will be allowed.	Lump	1	\$5,093.3700	\$ 5,093.37
Part 'B' - Installation of Fibre Optic Cable & Peripheral Equipment	5.3	Kingsville Arena - Strand fibre cable to be terminated inside building with a network rack. No outside termination box will be allowed.	Lump	1	\$5,093.3700	\$ 5,093.37
Part 'C' - Miscellaneous	6	Private side utility locates for all municipal properties	Lump	1	\$1,020.2100	\$ 1,020.21
Part 'C' - Miscellaneous	7	PROVISIONAL ITEM - Removal and reinstallation of sidewalks	SM	30	\$288.9500	\$ 8,668.50
Part 'C' - Miscellaneous	8	PROVISIONAL ITEM - Removal and reinstallation of asphalt surfaces	SM	30	\$136.5400	\$ 4,096.20
Part 'C' - Miscellaneous	9	PROVISIONAL ITEM - Removal and reinstallation of concrete curb	SM	30	\$322.4100	\$ 9,672.30

Part 'C' - Miscellaneous	10	Traffic Control (Supply and maintain all traffic delineators, barricades, lights, advanced warning signs and employ flag person when necessary to control traffic using the most recent control manual for roadway operations, as published by the Ministry of Transportation). Note: Contractor to provide traffic control plan 72 hours in advance for approval by Engineer and Town.	Lump	1	\$1,179.7500	\$ 1,179.75
Subtotal:						\$ 217,046.69

Contingency & Allowances

Item	Description	Unit	Quantity	Unit Price	Total
1	Contingency Allowance (Cash Allowance)	Lump Sum	1	\$30,000.0000	\$ 30,000.00
Subtotal:					\$ 30,000.00

Summary Table

Bid Form	Amount
Form of Tender - Kingsville Fibre Optic Installation	\$ 217,046.69
Contingency & Allowances	\$ 30,000.00
HST (13%)	\$ 32,116.07
Total Contract Amount:	\$ 279,162.76

References

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the Client Column that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

Statement A - Bidder's Experience

Line Item	Year	Description	To Whom Work Performed	Value
1	2017-Present	Bell FTTH Chatham Full turnkey solution-Design/Build/splice to deliver fibre to the home	Bell Canada	\$16 million
2	2017-Present	Bell FTTH Windsor Full turnkey solution-Design/Build/splice to deliver fibre to the home	Bell Canada	\$20 million
3	2017-Present	Bell FTTH Sault Ste Marie Full turnkey solution-Design/Build/splice to deliver fibre to the home/business	Bell Canada	\$43 million
4	2015-Present	Bell FTTH Toronto (CHRONOS) Full turnkey solutions- Design/build/splice to deliver fibre to the home in the GTA	Bell Canada	\$100 million
5	2015-2016	York Region Fibre Installation Fibre cable installation	The Regional Municipality of York	\$785,000.00

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors. One Subcontractor name shall be indicated for each Subcontractor category.

The Bidder shall state only one (1) subcontractor for each type of work

Subcontractors

☒ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Line Item	Subcontractor	Address	Trade
1			
2			
3			

Documents

Ensure your Bid submission document(s) conforms to the following:

1. Documents should be in PDF format. Documents should NOT be provided in any other format.

2. Documents should NOT have a security password, as the Owner may not be able to open the file. It is the Bidder's sole responsibility to ensure that their uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by the Owner.

3. The Owner may reject any Bid where any document(s) cannot be opened and viewed by the Owner.

4. If a Bidder requires to upload more than one (1) document, the Bidder should combine the documents into one Zipped file, as per instructions stated below.

If uploading a zipped file containing more than one (1) document, please ensure each document is named, in relation to the submission format item responding to, for example, if responding to the Previous Experience category save the document as "Previous Experience".

- Completed Accessibility Agreement - Accessibility Agreement - MS19-302-Fibre Optic Cable Directional Drilling-2.pdf - Friday June 05, 2020 09:39:21
- Scanned copy of Bid Bond - Bid Bond.pdf - Thursday June 04, 2020 14:29:26
- WSIB Clearance Certificate - WSIB AU 8.19.pdf - Monday June 01, 2020 12:41:42
- Filled Agreement to Bond - Agreement to Bond.pdf - Thursday June 04, 2020 14:29:47

Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.

2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Ninety (90) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.

5. If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call Document(s) within Ten (10) Calendar Days after notification of Award.

6. I/We acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.

7. I/We, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act. I/We shall be aware and sensitive to accessibility and disability issues.

8. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

☒

I/WE agree to be bound by the terms and conditions contained in the Bid Document and any applicable Addenda, and the person named below has the authority to submit this bid on behalf of the Bidder.

- Dave Moore, Vice President, Aecon Utilities, a division of Aecon Construction Group Inc.
The bidder shall declare any potential conflict of interest that could arise from bidding on this bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.
Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum #2 Wed June 3 2020 11:32 AM	<input checked="" type="checkbox"/>	-
Addendum #1 Fri May 29 2020 03:41 PM	<input checked="" type="checkbox"/>	-

In witness whereof the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper Officers in that behalf, respectively.

The Corporation of the Town of Kingsville

Seal

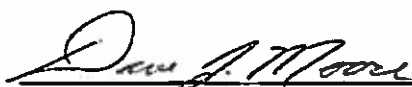
Corporation - Mayor

Corporation - Clerk

Date

Contractor

Seal



Contractor's Signature and Seal

Aecon Utilities, a division of Aecon Construction group Inc.

Contractor's Name

105-20 Carlson Court Toronto, ON M9W 7K6

Contractor's Address

July 7, 2020

Date

The parties hereto agree to execute these documents via electronic, PDF signature, which shall be treated as if originally signed. The parties expressly agree to accept the PDF signature and agree to be bound by the contractual terms of these documents in the same way as if the documents contained originally executed signatures.