

THIS AGREEMENT made in duplicate the ____ day of _____, 2018.

THE CORPORATION OF THE TOWN OF KINGSVILLE

(hereinafter the "Town")

-and-

**BRUCE SOVRAN AND BARBARA SOVRAN
o/a COUNTY WIDE TREE SERVICE**

(hereinafter the "Contractor")

WHEREAS the Contractor and the Town agree that the Contractor shall provide to the Town certain on-call tree services;

AND WHEREAS the Contractor submitted a Proposal to the Town in response to the Request for Proposals that was posted on the Town's electronic bidding site;

IN CONSIDERATION of the mutual covenants herein and for such good and other valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties agree as follows:

Term

1. The term of this Agreement shall be two (2) years commencing on the 1st day of February, 2018 and ending on the 31st day of January, 2020.
2. At the sole discretion of the Town, and upon the provision of six (6) months' written notice to the Contractor prior to January 31, 2020, this Agreement may be extended for a period of no more than three (3) years. This renewal option may only be exercised once.
3. This Agreement may be terminated in accordance with sections 19 thru 22.

Services of the Contractor

4. The Contractor agrees to provide to the Town tree trimming services (the "Tree Services"), on an as needed basis, which Tree Services shall include pruning, grubbing, chipping, tree removal, stump grinding, removal of hanging tree limbs, and clearing of fallen trees.
5. The Contractor shall:
 - a. Furnish all necessary machinery, tools, apparatus, and labour necessary to provide the Tree Services;

- b. Ensure that each work site is restored to its pre-service call condition and debris is cleaned up to the satisfaction of the Town;
 - c. Ensure that all employees are properly trained on appropriate safety measures while providing the Tree Services;
 - d. Abide by all by-laws, laws, regulations, orders and ordinances of any federal, provincial, and municipal authorities and public bodies having jurisdiction;
 - e. Invoice the Town, in writing, within thirty (30) days following the provision of Tree Services; and
 - f. In the event of a road closure, or partial closure, arrange for the necessary barricades, signage, detours and flag persons as outlined in the Ministry of Transportation guidelines of Book 7 for Traffic Control, and shall notify all emergency services and applicable school bus services prior to undertaking the work.
6. The Contractor shall provide emergency Tree Services in situations deemed an emergency by the Town. In an emergency, the Contractor shall, within three (3) hours of being contacted by the Town, mobilize all labour and equipment necessary to complete the required work.

Compensation

7. The Town agrees to compensate the Contractor in accordance with the rates as outlined in Schedule "A" to this Agreement. The Town shall not be required and is not liable to make any other payments to the Contractor, except as those described in Schedule "A".
8. Any payments that are required to be made by the Town under this Agreement shall be made within thirty (30) days of receipt of an invoice by the Town.
9. At no time during the term of this Agreement, shall the Contractor increase its rates.

Records and Information

10. The Contractor agrees to maintain such records as determined by the Municipality to be necessary to ensure the recording of information related to and verifying the performance by the Contractor of its obligations under this Agreement and to provide copies of such records to the Town upon request.

Workplace Safety and Insurance

11. The Contractor shall provide a certificate of good standing from the Workplace Safety and Insurance Board upon execution of this Agreement.

Accessibility for Ontarians with Disabilities Act

12. The Contractor shall ensure that persons in its organization who are required to receive training as required by the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c.11, as amended, and the associated regulations have received such training or will receive such training prior to commencement of work under this Agreement. The Town may require such persons to successfully complete an assessment of their knowledge of provision of goods and services to persons with disabilities prior to commencement of work for the Town.

Occupational Health and Safety

13. The Contractor shall comply with the Town's policies regarding human rights, harassment in the workplace and shall comply with the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended, and the Ministry of Transportation guidelines of Book 7 for Traffic Control.

Indemnity and Insurance

14. The Contractor agrees to indemnify and save the Town, its employees, officers, or agents harmless in respect of all charges, costs, expenses, suits, and claims whatsoever arising in connection with the provision of services contemplated by this Agreement and the activities of employees and contractors of the Contractor and the operation of vehicles and equipment on behalf of the Contractor.
15. The Contractor shall forthwith furnish to the Town a satisfactory Certificate of Insurance containing the information below, for the duration of this Agreement, and any renewal or extension of this Agreement:
 - a. \$2,000,000.00 (per occurrence) general liability insurance, which includes third party bodily injury and property damage; and
 - b. \$2,000,000.00 automobile liability policy.
16. The policies of insurance shall be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without thirty (30) days' prior written notice to the Town.

17. The Certificate of Insurance shall name the Town as an additional insured.

Assignment

18. This Agreement or the performance of any obligations hereunder may not be assigned by the Contractor without the consent of the Town.

Termination for Cause

19. If either party fails to discharge any of its obligations under this Agreement, in addition to any other right or remedy, the non-breaching party may terminate this Agreement.
20. In the event of default or breach of this Agreement, the non-breaching party shall give notice of the default to the breaching party.
21. In the event that the default is not corrected within thirty (30) days of receiving notice from the non-breaching party, the non-breaching party may terminate this Agreement at the end of that thirty (30) day period.
22. In the event of a recurring default, in which notice of the default was issued, and the breaching party does not satisfy the non-breaching party that such defaults will cease to occur, the non-breaching party shall be entitled to terminate this Agreement upon the occurrence of such default and the breaching party shall not be permitted to cure such default.

Notice

23. Any notice required to be given under this Agreement shall be in writing and provided by way of:
- a. Hand delivery, in which case notice shall be effective on the date of delivery; or
 - b. Regular letter mail, in which case notice shall be effective on the fifth day following the date of mailing,

TO: THE CORPORATION OF THE TOWN OF KINGSVILLE
2021 Division Road North
Kingsville, ON N9Y 2Y9
Attention: Manager of Public Works

TO: COUNTY WIDE TREE SERVICE
1175 Essex County Rd 20
Kingsville, ON N9Y 2E6
Attention: Bruce Sovran

General Provisions

24. The Contractor shall declare any relationship that would result in the disqualification of a member of the Council of the Town in accordance with the *Municipal Conflicts of Interest Act* or policy of the Town.
25. This Agreement and any documents referenced within this Agreement, contains the entire understand of the parties with regard to the subject matter contained herein. This Agreement will not be amended, restated, modified or supplemented except in writing executed by an authorized representative of each of the parties hereto.
26. Any term or provision of this Agreement may be waived, or the time of performance may be extended by the party entitled to benefit thereof. Any such waiver will be validly and sufficiency authorized for the purposes of its Agreement if authorized in writing by an authorized representative of such party. The failure of a party to enforce at any time any provision of this Agreement shall not be construed as a waiver of such provision nor effect the validity of this Agreement or the right of any party thereafter to enforce each and every provision.
27. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
28. This Agreement does not and shall not be construed to create or to establish a partnership, agency, joint venture, or any other relationship between the parties hereto, nor constitute any party as an agent of the other.
29. Where the Contractor is required to comply with any requirement in law, the Town may require the Contractor to deliver proof of such compliance to the Town in a form satisfactory to the Town.

The balance of this page intentionally left blank.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written, and have hereunto affixed their Corporate Seals as attested by their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED
In the Presence of

COUNTY WIDE TREE SERVICE

Witness

Bruce Sovran, Partner

Witness

Barbara Sovran, Partner

THE CORPORATION OF THE TOWN
OF KINGSVILLE

Nelson Santos, Mayor

Jennifer Astrologo, Clerk

We have authority to bind the Corporation

Appendix “A”

Charges/Rates for Equipment and Services

<u>Services</u>	<u>Rate</u>
3 man crew, bucket truck, chipper, chipping truck	\$160.00/hr
3 man crew, combined unit	\$140.00/hr
2 man crew, chipper, chipping truck	\$100.00/hr
After hours, weekends and holidays	Same as above

<u>Equipment</u>	<u>Rate</u>
Extra man	\$35.00/hr
Stumping 252	\$1.00/inch
Stumping 1560	\$1.00/inch
Stumping 2465	\$1.00/inch
Stumping Removals	\$2.00/inch
Stumping Restoration	\$3.00/inch
Dumping Fees	No dumping fees