

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2001-15

Being a By-law to authorize the execution of an Agreement  
for the Maintenance of the King's Navy Yard Park and other  
Municipal Facilities

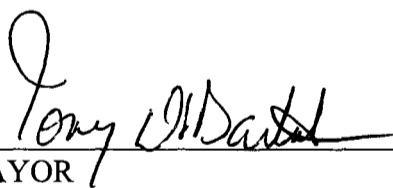
**WHEREAS** the Corporation of the Town of Amherstburg has a public passive park known as the King's Navy Yard Park, which park requires annual maintenance from April 1<sup>st</sup> to November 20<sup>th</sup> in each year, along with other municipal facilities; and


**WHEREAS** *Bruce Norris Consulting* has agreed to maintain the Park and other municipal facilities for the year 2001 for the amount of \$83,900.00 plus GST, and for the year 2002 for the amount of \$85,158 plus GST, and for the year 2003 for the amount of \$86,861 plus GST.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF  
THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

1. That the Agreement between the Corporation of the Town of Amherstburg and Bruce Norris Consulting to maintain the King's Navy Yard Park and other municipal facilities for the years 2001, 2002, and 2003, attached hereto as Schedule "A", be and the same is hereby approved.
2. That the Mayor and Clerk be authorized to execute the said Contract and affix the Corporate Seal thereto.
3. By-law No. 2000-14 is hereby repealed.
4. This By-law shall come into force and effect on the final passing hereof.

FINALLY PASSED this 9<sup>th</sup> day of April, 2001.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK

1<sup>ST</sup> Reading: April 9, 2001

2<sup>nd</sup> Reading: April 9, 2001

3<sup>rd</sup> Reading: April 9, 2001

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**THIS AGREEMENT** made in duplicate the 26th day of March , in the year 2001 by and between:

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**, herein  
(and in the General Conditions) called “**OWNER**”

- and -

**BRUCE NORRIS CONSULTING**, herein (and in General Conditions) called the  
“**CONTRACTOR**”.

**WITNESSETH:** that the Owner and the Contractor undertake and agree as follows:

**ARTICLE 1**           The Contractor shall:

- (a)    Provide all the materials and perform all the work shown on the Drawings and described in the Specifications titled:  
**KING’S NAVY YARD WATERFRONT PARK - MAINTENANCE CONTRACT**  
which have been signed in duplicate by both parties and attached to and forming part of this agreement.
- (b)    Do and fulfill everything indicated by this Agreement; and
- (c)    Complete substantially all work by the 30<sup>th</sup> day of November in the years 2001, 2002 and 2003.

**ARTICLE 2**           The General Conditions (and supplementary General Conditions, if any), the Specifications and Drawings, the Tender, and any Addenda to this Agreement, are all to be read into and form part of the Agreement and the whole shall constitute the Contract between the parties and it shall enure to the benefit of and be binding upon them and their successors, executors, administrators, and their assigns.

**ARTICLE 3**

- (a)    The Owner shall pay the Contractor in lawful money of Canada for the performance of the Contract, the sum of \$83,900.00 plus G.S.T. for the year 2001, subject to such additions and deductions as may properly be made under the terms of this Contract. The quantities contained in the Schedule of Quantities are approximate only, and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the Contract. The price for 2002 shall be \$85,158.00 plus G.S.T., and for 2003 shall be \$86,861.00 plus G.S.T.

- (b) Should the quantities of complete work of any individual item, having a value of 10 percent or more of the amount of the Contract as shown in the above mentioned schedule, vary 20 percent or more from the quantities stated in such schedule, either the Owner or the Contractor may request a revision of the unit price for the item so affected, and both parties agree that under such conditions an equitable revision of the price shall be made.
- (c) If the Owner orders in writing the performance of any work not covered or included in the Specifications that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be reached upon, then such work shall be performed on a Cost Plus Percentage Basis.

#### **ARTICLE 4**

- (a) The Owner shall:-
  - (i) Pay on account thereof for the value of work as follows:
    - Eight (8) equal payments
    - Payment No. One (1) - April 1<sup>st</sup>
    - Each payment to be made on the first day of each month
    - On completion of the entire work, one day after all lien rights have expired, the eighth payment be made
    - Every three months a Workplace Safety and Insurance Clearance Certificate is given with the statement
  - (ii) Pay for materials delivered at the site at actual cost.
- (b) Notwithstanding the provisions contained in Clause (a)(i) above:-

If on account of climatic or other conditions reasonably beyond the Contractor's control there are items of work that cannot readily be completed, the payment in full for the work which has been completed shall not be delayed on account thereof, but the Owner may withhold a sufficient and reasonable sum, until the uncompleted work is finished and such sum as will adequately protect the Owner against liens.



**ARTICLE 9** All terms and conditions, including Article 3 of this Agreement shall be for a three (3) year period - 2001, 2002 and 2003

**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:

\_\_\_\_\_

(Seal)

\_\_\_\_\_  
CONTRACTOR  
BRUCE NORRIS CONSULTING

(Seal)

\_\_\_\_\_  
MAYOR - Town of Amherstburg

\_\_\_\_\_  
CLERK - Town of Amherstburg

**TOWN OF AMHERSTBURG  
MAINTENANCE CONTRACT  
KING'S NAVY YARD WATERFRONT PARK AND OTHER MUNICIPAL FACILITIES**

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**Specifications**

- (a) The Contractor shall maintain a Supervisor whenever work is in progress. The Supervisor shall have experience of at least three years of horticulture in the type of work being carried out under this contract and capable of discussing work requirements with the Town personnel.

Students are to be currently enrolled in a recognized horticulture course at school or a student of at least one year of experience in the type of work under this contract.

- (b) Length of Contract

Time period shall run from April 1<sup>st</sup> through to November 20<sup>th</sup>, 2003.  
The Town reserves the right to alter the dates of this agreement at their discretion.

- (c) Spring Clean-up

All papers, sticks, stones and other debris that have accumulated in the park during the winter season are to be picked up and removed from the premises. This shall be the first priority of the contractor in April.

- (d) Aerating

Twice a year - June/July and September/October - the lawn area to be aerated with an approved piece of equipment that will remove core. When dry, these areas are to be broken up with a drag.

- (e) Cutting Lawn

During the period from April 1<sup>st</sup> to November 30<sup>th</sup> each year.

To be cut weekly or as required to be authorized by Town exact frequency to be required to maintain an attractive appearance throughout the growing season.

(e) Cutting Lawn - cont'd.

Cutting to include early spring removal of miscellaneous sticks, stones, etc., accumulated over the winter and also include clean-up through the season prior to cutting.

Cutting to include trimming around walks, parking, parking curb, asphalt, trees, shrubs, etc.

Grass not to be cut less than 2" in height and before it reaches 3+1/2" in height.

Mower for cutting grass to be kept with sharp blades for good clean grass cut.

(f) Fertilizing

Fertilizing shall be applied to lawns at the following rate (timing) is approximate only and the Contractor shall use his judgement as to the best time of application.

First Fertilizing

April 1 - 25                      Commercial grade - 25 kg bag - coverage 13, 455 s/f  
21-6-12 plus crabgrass control  
50% of N. from Nutralene

Second Fertilizing

June 15 - 30                      Commercial grade - 25 kg bag - coverage 15, 822 s/f  
28-4-8  
60% of N. from S.C.U.

Third Fertilizing

July 30 - Aug. 15                Milorganite 6-2-0  
20 kg bag - coverage 6,000 s/f

FARM FERTILIZER MUST NOT BE USED

Fourth Fertilizing

Oct. 15 - 30                      Commercial grade - 25 kg bag - coverage 15, 822 s/f  
28-4-8  
60% of N. from S.C.U.

(f) Fertilizing, cont'd.

Deciduous and coniferous trees to be fertilized in mid-spring with Jobe's tree food stakes. Each tree is to receive 3 Jobe's food stakes. Also at this time, all remaining tree guards should be able to be removed and this will be done at the request of the Town.

(g) Weed Spraying

Weed killer shall be applied in Spring and Summer and/or any other time required using the mixer of 24D, MCP P and DICAMBA (or equivalent). The application of Weed Killers must be so regulated and times as to be effective against all weeds appreciably injuring the grass, shrubs and trees. It must be effective through the entire growing season.

Please Note: Care must be taken that no spray is put on cars or foliage outside lawn areas. The spray must not constitute a fire hazard.

Contractor must show proof of liability insurance during the life of the contract showing the Town of Amherstburg as being insured and a Province of Ontario spray licence.

All sidewalks, parking lots, etc., shall be soil sterilized when necessary so as to prevent any vegetation growth. This soil sterilant will also be applied by a licenced applicator. This operation will be carried out in mid-June when temperatures are right, between 60 to 80 degrees, for chemicals to properly work.

All persons in the employ of the Contractor or any sub-contractor and/or other person contracting to do the whole or any part of the work set out within the terms of this contract shall be knowledgeable regarding the latest editions of the Canadian Hazard Form of Construction Contract issue in compliance with the O.H.S.A. 1978 Regulations along with other pertinent safety rules and regulations relative to the current WHMIS Legislation.

(h)

1. Fungicide and Insecticide for Grass Areas and Flower Beds

Fungicide spray applications to be applied as necessary.

2. Tree Spraying

Trees to include deciduous and coniferous to be sprayed as required.



(i) Flower Beds

Work up ground in flower bed area, planter containers, etc. Take away any dead plant material, edge beds running along grass areas. Maintain all beds in a professional manner so as to give a neat and clean appearance. This work to be done during the maintenance period from April 1<sup>st</sup> to November 30<sup>th</sup>. Supply and add sufficient material and all flower and shrub beds to provide a covering of at least 3 inches. Organic mulch supplied by the Town Public Works.

All paved areas to receive general clean-up in Spring and on a regular daily clean-up as needed to keep a neat, clean and attractive appearance. Trim all grass edges around planting beds.

Watering shall be done to all turf areas as well as shrub and flower bed areas. Heavy watering of trees and shrub beds will be done just prior to fall freeze up of ground. Lawn areas will receive enough water so that all lawn areas will have at least 1 inch of water per week.

When watering, sufficient water shall be applied at one time so as to soak the ground so that grass roots and rhizomes will reach down for moisture and not at the surface. All watering facilities shall be supplied by the Town.

Hoses and sprinklers shall be supplied by the Contractor for areas where the irrigation system will not reach.

All leaves shall be raked weekly off the lawn areas, annuals shall be removed from beds to prepare for winter. Fall bulbs will then be planted.

Perennial bulbs, after dying, are to be cut back. All bulbs are to be supplied by the Town of Amherstburg. All bulb areas are to be planted by annuals in late May. Flower heads shall be removed as they die to encourage new flower growth. 6-2-0 fertilizer will be used on all bed areas and to be applied at a rate of 25 lbs. per 1,000 square feet. This fertilizer is to be lightly incorporated into the soil. Annuals shall be watered and flower heads removed as they die. Flower plantings will be arranged between the Contractor and the Town's Manager of Public Services.

In addition to the King's Navy Yard Waterfront Park, the Contractor shall plant the flowers and plants - in the Planters located in the Business Core District and at the Town Hall office and shall water and maintain them as required throughout the term of this agreement.

(i) Flower Beds, cont'd.

Garbage shall be picked up off the lawn areas daily or as often as is necessary to keep a neat appearance. All garbage to be deposited in receptacle provided by the Town of Amherstburg.

**NOTE TO CONTRACTOR**

Electrical and water service is provided on site by the owner to facilitate and the maintenance of the Park by the Contractor.

Storage space for maintenance tools and small maintenance equipment is available on site within the Park's Privy Building.

All materials described such as top soil, fresh bark, flowers, trees, shrubs, etc. will be supplied by the Town when required and authorized by the Town's Manager of Public Services. Tools, equipment, fertilizer, weed killer, insecticide, fungicide, dormant oil spray and their application shall be supplied and completed by the contractor at its own expense

Included in the General Maintenance of the Park

The Contractor shall replace or add fresh bark throughout the Perennial and Annual Beds of the King's Navy Yard Park when required and directed by the Town's Manager of Public Services.

The Contractor shall provide an hourly rate of labour to be used for extra work that the Parks Committee might decide to do from time to time.

The Contractor shall provide the Town's Manager of Public Services with a monthly sheet describing the maintenance activity for the month.

The Contractor shall report any damages or vandalism immediately to the Town's Manager of Public Services.

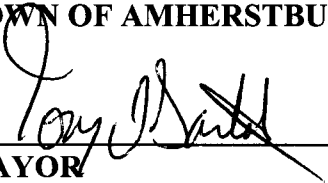
Requirements

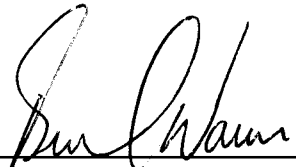
1. The Contractor shall supply landscape students or qualified landscapers for the length of the Contract as per Item A of Specifications, to perform all work necessary as defined in the contract.
2. The Contractor shall take care of the regular maintenance of all the King's Navy Yard Waterfront Park. Further, he shall maintain the Park Privy with the following:
  - a) Keep lavatories, stools and cell interiors clean and sanitary at all times. This will require daily cleaning during the months of the contract.
  - b) Maintain an adequate supply of toilet paper, soap and paper towels.
  - c) Check all plumbing for leaks or faulty operation and report at once to the Town's Manager of Public Services.
  - d) Keep interiors clean and neat.
  - e) Maintain proper lighting.
3. All the garbage within the King's Navy Yard Park must be removed and placed in the dumpster provided by the Town.
4. The Contractor shall provide an hourly rate cost for landscape students or qualified landscapers, assigned to work at the King's Navy Yard Waterfront Park during the length of the contracts as per Item A in Specifications.
5. The Contractor shall provide a weekly time sheet for landscape students and/or qualified landscapers to the Town's Manager of Public Services on a weekly basis.
6. Seagram Park: Flower planting only.
7. Flower planters in Town core area (30+-) shall be planted and maintained throughout the season.
8. The Municipal Office Building flower planting and maintenance of shrubbery and grass cutting.
9. The large brick planters at the North and South entrances of the Town: Flower planting and maintenance.

Requirements, cont'd.

10. Library building: Flower planting, grass cutting and shrubbery maintenance.
11. The Contractor shall provide:
  - (a) A certificate of insurance for at least two million dollars for public liability and property damage, once the contract is awarded
  - (b) Certificate of Insurance covering lawn maintenance from the Workplace Safety and Insurance Board every three months once the contract is awarded
  - (c) Certificate of Licence to operate an extermination business from the Ministry of the Environment of Ontario

**CORPORATION OF THE  
TOWN OF AMHERSTBURG**

  
\_\_\_\_\_  
**MAYOR**

  
\_\_\_\_\_  
**CONTRACTOR**  
**BRUCE NORRIS CONSULTING**

  
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**CLERK**