

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 1999-23

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

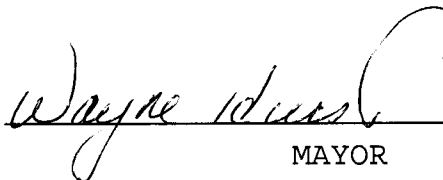
WHEREAS the Corporation of the Town of Amherstburg has a public passive park known as the King's Navy Yard Park, which park requires annual maintenance from April 1st to November 30th in each year; and

WHEREAS Natural Surroundings Landscaping and Excavation has agreed to maintain the Park for the year 1999 for the amount of \$51,270.36 plus GST. per year.

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 Natural Surroundings Landscaping and Excavation to maintain the King's Navy Yard Park for the year 1999, 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 By-law No. 2379 is hereby repealed.
4. This By-law shall come into force and effect on the final passing hereof.

FINALLY PASSED this 22nd day of March , 1999.


MAYOR


CLERK

1st Reading: March 22, 1999
2nd Reading: March 22, 1999
3rd Reading: March 22, 1999

Morgan

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT made in duplicate the 24th day of March, in the year 1999 by and between:

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

- and -

NATURAL SURROUNDINGS LANDSCAPING AND EXCAVATION, 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 30th day of November in the year 1999.

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 \$ 51,270.36 plus G.S.T. for the year 1999, 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.

- 2 -

- (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 1st

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 5 Extra work performed pursuant to Clause (c) of Article 3 for which no unit price, lump sum or other basis is agreed upon shall be performed on a Cost Percentage Basis of payment as set out below:

- (a) The cost of the work shall consist of:
 - (i) direct wages and salaries of workmen, equipment operators, foremen, superintendents, clerks and such other personnel, as may be specifically approved by the Owner, employed directly on the extra work at the site.
 - (ii) cost of materials installed in or used in connection with the work excepting materials paid for under other provisions or supplied by the Owner and applicable sales taxes
- (b) The Contractor shall keep daily records of time and materials expended on extra work which shall be checked and confirmed by the Owner at the time the extra work is performed. Records shall be supported by invoices, payroll records and other data necessary to substantiate the amounts for payment.

All accounts for extra work shall be subject to the approval of the Owner as applicable to the extra work.

ARTICLE 6 Public Liability Insurance - The Contractor covenants and agrees that he will carry public liability insurance for the operation of his equipment and the carrying out of his work under this contract to the extent of \$2,000,000.00

ARTICLE 7 Time shall be deemed to be the essence of this Contract.

ARTICLE 8 All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an Officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:

The Owner At: Municipal Building
271 Sandwich St. S.
Amherstburg, Ontario
N9V 2Z3

The Contractor At: 185 Division St. S., Kingsville, Ontario
N9Y 1R1

ARTICLE 9 All terms and conditions, including Article 3 of this Agreement shall be for a one (1) year period - 1999.

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

(Seal)

MAYOR - Town of Amherstburg

CLERK - Town of Amherstburg

TOWN OF AMHERSTBURG
KING'S NAVY YARD WATERFRONT PARK
MAINTENANCE CONTRACT

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 should run from April 1st, 1999 through November 30th, 1999. 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. Shall be first thing done in the Spring.

(d) Aerating

Twice in 1999 - June/July and September/October - the lawn areas 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. Each aeration shall be done in two directions.

(e) Cutting Lawn

During the period from April 1st to November 30th, 1999.

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.

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 ½" in height.

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

Soil samples to be taken and analyzed for the required fertilizer and PH level of the soil. This is to be undertaken in the very early Spring and approved for fertilizer requirements to be approved by the Town's Public Works Supervisor.

(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 1-25 450 lbs. per acre - Crabgrass Preventer with 10-6-4
60% Urea

SECOND FERTILIZING

June 15-30 500 lbs. per acre - Milorganite or Nutrite Vitorganic

THIRD FERTILIZING

July 30- August 15 350 lbs. per acre - 10-6-4 - 60% Urea
Slow Release

FARM FERTILIZER MUST NOT BE USED

FOURTH FERTILIZER

October 15-30 1,000 lbs. per acre - Milorganite or Nutrite Vitorganic

All bed areas are to be fertilized in preparation for spring planting. A high phosphate fertilizer, such as 5-20-10 is to be used to promote a good root development for healthier looking plants. Water soluble fertilizer to be applied during the flowering period.

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, MCPP and DICAMBA (or equivalent). The application of Weed Killers must be so regulated and timed 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

Two fungicide spray applications to be applied for helmin thosposium blight, melting and brown patch.

One insecticide spray per year to be applied for sod webworm, chinch bugs, cutworms and grubs.

Fungicide and insecticide spray for flower and shrub beds as required.

2. Tree Spraying

Trees to include deciduous and coniferous.

Dormant oil spray for trees to be applied as manufacturer requirement in early Spring. All Pine, Spruce, Dogwood, Lilac, Flowering Crab, and other plants 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 1st to November 30th, 1999. 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. At that time, organic material will be worked into flower beds. 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. 5-20-10 fertilizer will be used on all bed areas and to be applied at a rate of 75 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 Public Works Supervisor.

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.

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 Public Works Supervisor. 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 Public Works Supervisor.

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 Public Works Supervisor with a monthly sheet describing the maintenance activity for the month.

The Contractor shall report any damages or vandalism immediately to the Town Public Works Supervisor.

Requirements

The Contractor shall supply two landscape students or two qualified landscapers for the length of the Contract as per Item A of Specifications.

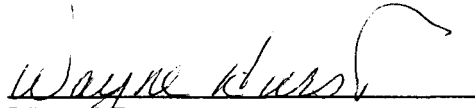
The Contractor shall take care of the regular maintenance of all the King's Navy Yard Waterfront Park. Further, he shall maintain the Park Privy with the following:

1. Keep lavatories, stools, and cell interiors clean and sanitary at all times. This will require daily cleaning during the months of the contract.
2. Maintain an adequate supply of toilet paper, soap and paper towels.
3. Check all plumbing for leaks or faulty operation and report at once to Public Works Supervisor.
4. Keep interiors clean and neat.
5. Maintain proper lighting.
6. All the garbage within the King's Navy Yard Park, must be removed and placed in the dumpster provided by the Town.
7. The Contractor shall also be responsible, at its own expense, to ensure that the dumpster is emptied, as needed.
8. 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.

9. The Contractor shall provide a weekly time sheet for two landscape students and/or qualified landscapers to the Town's Public Works Supervisor on a weekly basis.
10. Seagram Park: Flower planting only.
11. Flower pots in Town core area (30+-) shall be planted and maintained throughout the season.
12. The Front Entrance of Town Hall (including 2 sides of entrance sidewalk) flower planting and maintenance.
13. 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.

The lowest or any tender not necessarily accepted.

**CORPORATION OF THE
TOWN OF AMHERSTBURG**


MAYOR


CONTRACTOR


CLERK