

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 1999-45

Being a By-law to authorize the execution of a
Construction Contract.

WHEREAS the Corporation of the Town of Amherstburg proposes to construct an addition including renovations to Amherstburg's Police Services Building; and

WHEREAS a Tender was called by Architect John G. Hreno for the said addition including renovations to Amherstburg's Police Services Building, and the low Tender was received from Gulf Construction of Windsor Inc. in the amount of \$600,471.00 including g.s.t; and

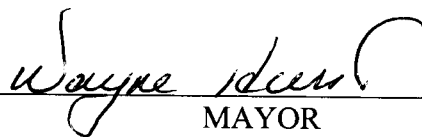
WHEREAS Building Architect John Hreno has received all other necessary approvals.


NOW THEREFORE THE COUNCIL OF THE CORPORATION OF

THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:

1. That the entering into by the Corporation of the Town of Amherstburg of a Contract in the form annexed hereto with Gulf Construction of Windsor Inc. to construct an addition including renovations to Amherstburg's Police Services Building on the present site of the existing Police Services Building, in the Town of Amherstburg, be hereby approved, ratified and confirmed.
2. That the Mayor and Chief Administrative Officer be authorized to execute the said Contract and affix the Corporate Seal thereto.
3. That this By-law shall come into force and have effect on the final date of the passing thereof.

Read a first, second, and third time and finally passed this 2nd day of September, 1999.


MAYOR


CHIEF ADMINISTRATIVE OFFICER

1st Reading: September 2, 1999

2nd Reading: September 2, 1999

3rd Reading: September 2, 1999

AGREEMENT BETWEEN OWNER AND CONTRACTOR

For use when a stipulated price is the basis of payment.

This Agreement made on the SIXTH day of AUGUST

in the year NINETEEN HUNDRED & NINETY-NINE

by and between

THE CORPORATION OF THE TOWN OF AMHERSTBURG

hereinafter called the "Owner"

and

GULF CONSTRUCTION OF WINDSOR INC.

hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

1.1 perform the Work required by the Contract Documents for ADDITION AND RENOVATIONS TO
POLICE BUILDING

insert above the title of the Work

located at AMHERSTBURG, ONTARIO

insert above the Place of the Work

which have been signed by the parties, and for which JOHN G. HRENO ARCHITECT INC.

insert above the name of the Consultant

is acting as and is hereinafter called the "Consultant" and

1.2 do and fulfill everything indicated by this Agreement, and

1.3 commence the Work by the 23RD day of AUGUST in the year 1999

and, subject to adjustment in Contract Time as provided for in the Contract Documents, attain Substantial

Performance of the Work, by the 23RD day of JANUARY in the year 2000.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The *Contract* supersedes all prior negotiations, representations, or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement - CONTRACT DOCUMENTS.
- 2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

- 3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement - THE WORK:

- Agreement Between *Owner* and *Contractor*
- Definitions
- The General Conditions of the Stipulated Price Contract

DRAWINGS: Dated July, 1999

- A-1 Site Plan
- A-2 Floor Plan
- A-3 Elevations & Details
- A-4 Wall Sections & Details
- A-5 Wall Sections & Details
- A-6 Reflected Ceiling & Roof Plans
- A-7 Interior Elevations & Millwork
- A-8 Door Schedule
- A-9 Room Finish Schedule
- S-1 Foundation Plan & Details
- S-2 Framing Plan & Details
- M-1 Floor Plan - Plumbing
- M-2 Floor Plan - HVAC
- E-1 Electrical Schedules
- E-2 Electrical Floor Plan
- E-3 Electrical Demolition Plan

SPECIFICATIONS: Dated July, 1999

	<u>SECTIONS</u>
Bidding Requirements	IB, TF
General Conditions	SGC
Special Requirements	1A, 1B
Site Work	2A, 2B, 2C, 2D, 2E, 2F
Concrete	3A
Masonry	4A
Metal, Structural & Misc	5A, 5B, 5C
Carpentry	6A, 6B
Thermal & Moisture Protection	7A, 7B, 7C
Doors & Windows	8A, 8B, 8C, 8D
Finishes	9A, 9B, 9C, 9D, 9E, 9F
Manufactured Specialties	10A, 10B
Mechanical	15A, 15B, 15C
Electrical	16A, 16B
Addendum A-1 Dated July 30, 1999	

- * Completed Tender Form Signed & Dated August 5, 1999.
(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. Supplementary Conditions; Specifications, giving a list of contents with section numbers and titles, number of pages, and date; Drawings, giving drawing number, title, date, revision date or mark; Addenda, giving title, number, date)

ARTICLE A-4 CONTRACT PRICE

4.1 The Contract Price, which excludes Value Added Taxes, is:

FIVE HUNDRED AND SIXTY-ONE THOUSAND, ONE HUNDRED

AND EIGHTY-EIGHT----- dollars

and ----- cents. \$ 561,188.00

4.2 Value Added Taxes (of 7 %) payable by the Owner to the Contractor are:

THIRTY-NINE THOUSAND, TWO HUNDRED

AND EIGHTY-THREE ----- dollars

and ----- cents. \$ 39,283.00

4.3 Total amount payable by the Owner to the Contractor for the construction of the Work is:

SIX HUNDRED THOUSAND, FOUR HUNDRED

AND SEVENTY-ONE----- dollars

and ----- cents. \$ 600,471.00

4.4 All amounts are in Canadian funds.

4.5 These amounts shall be subject to adjustments as provided in the Contract Documents.

THE ABOVE CONTRACT PRICE DOES NOT INCLUDE THE ADOPTION OF ANY ALTERNATE PRICES.

ARTICLE A-5 PAYMENT

- 5.1 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of TEN percent (10 %), the *Owner* shall in Canadian funds:
- .1 make progress payments to the *Contractor* on account of the *Contract Price* when due in the amount certified by the *Consultant* together with such *Value Added Taxes* as may be applicable to such payment, and
 - .2 upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due together with such *Value Added Taxes* as may be applicable to such payment, and
 - .3 upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance of the *Contract Price* when due together with such *Value Added Taxes* as may be applicable to such payment.
- 5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 11.1 - INSURANCE.
- 5.3 Interest
- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at ONE percent (1 %) per annum above the bank rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis. The bank rate shall be the rate established by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to the chartered banks.
 - .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the amount of any claim settled pursuant to Part 8 of the General Conditions - DISPUTE RESOLUTION from the date the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES

6.1 Notices in writing between the parties or between them and the *Consultant* shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended by hand or by registered post; or if sent by regular post, to have been delivered within 5 *Working Days* of the date of mailing when addressed as follows:

The *Owner* at P.O. BOX 159, 271 SANDWICH ST. SOUTH
street and number and postal box number if applicable
AMHERSTBURG, ONTARIO, N9V 2Z3
post office or district, province, postal code

The *Contractor* at 13300 TECUMSEH RD. EAST, SUITE 358
street and number and postal box number if applicable
TECUMSEH, ONTARIO N8N 4R8
post office or district, province, postal code

The *Consultant* at 568 CHATHAM ST. E., WINDSOR, ONTARIO N9A 2X1
street and number and postal box number if applicable
post office or district, province, postal code

ARTICLE A-7 LANGUAGE OF THE CONTRACT

7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English/~~French~~* language shall prevail.

* Complete this statement by striking out inapplicable term.

7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

8.1 The *Contract Documents* are to be read into and form part of this Agreement and the whole shall constitute the *Contract* between the parties, and subject to the law and the provisions of the *Contract Documents* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement and by the hands of their duly authorized representatives.

SIGNED AND DELIVERED
in the presence of:

OWNER

THE CORPORATION OF THE TOWN OF AMHERSTBURG
name of owner

Wayne Hurst
signature

WAYNE HURST, MAYOR
name and title of person signing

William J. King
signature

WILLIAM KING, CAO
name and title of person signing

WITNESS

signature

name and title of person signing

CONTRACTOR

GULF CONSTRUCTION OF WINDSOR INC.
name of contractor

Michael Kopco k
signature

Michael Kopco k, President.
name and title of person signing

[Signature]
signature

Chris Ullmer, Vice President
name and title of person signing

WITNESS

signature

name and title of person signing

- N.B. Where legal jurisdiction, local practice, or Owner or Contractor requirement calls for:
- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or
 - (b) the affixing of a corporate seal, this Agreement should be properly sealed.