

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2003-13

**Being a By-law to authorize the signing of an Agreement
between the Town of Amherstburg and Coco Paving (1990) Inc.**

WHEREAS the Council of the Town of Amherstburg deemed it proper to complete asphaltting on various roads in the Town as part of the 2002 Public Works Budget; and

WHEREAS the Public Works Department prepared or had prepared the tender documents and completed the tendering process; and

WHEREAS Coco Paving (1990) Inc. submitted the low tender in the amount of \$296,975.00 based on estimated quantities; and

WHEREAS the Corporation of the Town of Amherstburg accepted the tender from Coco Paving (1990) Inc.

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

THAT the Mayor and Clerk be authorized to sign the contract with Coco Paving (1990) Inc. which is attached hereto and forms part of this By-law.

Read a first, second and third time and finally passed this 24th day of February, 2003.

MAYOR

CLERK

1st Reading: February 24, 2003

2nd Reading: February 24, 2003

3rd Reading: February 24, 2003

Certified to be a true copy of By-law No. 2003-13
passed by the Council of the Town of Amherstburg
on February 24, 2003.

CLERK

FORM OF AGREEMENT

AND

GENERAL CONDITIONS

ASPHALT RESURFACING AND LOCAL PAVEMENT IMPROVEMENTS

IN

THE TOWN OF AMHERSTBURG

AGREEMENT BETWEEN OWNER AND CONTRACTOR
for use when unit prices form the basis of payment and to be used
only with the General Conditions of the Unit Price Contract.

This Agreement made on the 18th day of October

in the year ~~XXXXXX~~ 2002

by and between

The Corporation of the Town of Amherstburg

hereinafter called the "Owner"

and

Coca Paving (1990)

hereinafter called the "Contractor"

witnesses: that the parties agree as follows

ARTICLE A-1 THE WORK

The Contractor shall:

(a) perform the Work required by the Contract Documents for Amherstburg Surface
(insert here the title of the Work and the Project)
Works

which have been signed by the parties, and which were prepared by Hanna, Ghobrial & Spencer Ltd.

acting as and hereinafter called "Consultant" and

(b) do and fulfill everything indicated by this Agreement, and

(c) commence the Work by the 21st day of October 2002

and attain Substantial Performance of the Work, as certified by the Consultant, by the 30th

day of November 2002

ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in Article A-1 of this Agreement and as defined in item 2 of DEFINITIONS. This list is subject to subsequent amendments in accordance with the provisions of the Contract and agreed upon between the parties. Terms used in the Contract Documents which are defined in the attached DEFINITIONS shall have the meanings designated in those DEFINITIONS.

(Insert here, attaching additional pages if required, a list identifying the Contract Documents including: the Agreement, General Conditions, Supplementary Conditions, Definitions, drawings, giving drawing number, title, date, revision date or mark, and specifications, giving a list of contents with section numbers and titles, number of pages, and date or revision marks. Clearly identify modifications to the Contract Documents.)

Specifications

General Information to Tenderers

Special Information to Tenderers

Form of Tender

Form of Agreement and General Conditions

Special Provisions

Standard Specifications

Standard Details

Drawings

Sheet No.

<u>Sheet No.</u>	<u>Description</u>
1.	index and Key Plan
2.	Pavement restoration - 4th Concession - Part A
3.	Pavement restoration - 4th Concession - Part A
4.	Pavement restoration - & cross Section - 4th Concession Part A
5.	County Road 20 Pathway - Part B
6.	Ridgeview Place South - Asphalt Resurfacing Part F

ARTICLE A-3 CONTRACT PRICE

- (a) The quantities shown in the Schedule of Contract Unit Prices are estimated. The Contract Price shall be the final sum of the products of the actual quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement, and the appropriate Contract Unit Prices, together with any adjustments that are made in accordance with the provisions of the Contract Documents.
- (b) The Estimated Contract Price shall be the sum of the products of the estimated quantities and the appropriate Contract Unit Prices in the Schedule.
- (c) Schedule of Contract Unit Prices.*

<u>Item</u>	<u>Spec. No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Contract Unit Price</u>	<u>Estimated Total Price</u>
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(See attached Form of Tender)

(c) Schedule of Contract Unit Prices* continued...

<u>Item</u>	<u>Spec. No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Contract Unit Price</u>	<u>Estimated Total Price</u>
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Estimated Contract Price \$ 309,985.00
\$

Three Hundred and Nine Thousand, Nine Hundred and Eighty Five
.....
.....00/100..... dollars in Canadian funds.

* If space for listing items is insufficient, annex a list and make reference thereto.

Form of Tender

Asphalt Resurfacing 2002

<u>Item No.</u>	<u>Spec. No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
<u>Part "A" - 4th Concession</u>						
1	41	Asphalt Pulverizing	L.M.	1020	\$15.00	\$15,300.00
2	33	Selected Granular Base Course	Tonne	1414	\$15.50	\$21,917.00
3	34	Hot Mix, Hot laid Asphaltic Concrete				
		a) HL3 surface course	Tonne	3725	\$43.00	\$160,175.00
		b) HL4 base course	Tonne	663	\$44.00	\$29,172.00
4		Pavement Shouldering	Tonne	952	\$15.50	\$14,756.00
5		Culvert Extension				
		a) 900mm diameter	L.M.	12	\$750.00	\$9,000.00
6		Rip Rap	S.M.	12	\$125.00	\$1,500.00
7		Catchbasin Relocation	Each	2	\$1,000.00	\$2,000.00
Total Part "A"						<u>\$253,820.00</u>
<u>Part "B" - County Road 50 SIDEWALK</u>						
1		Granular Base Removal	S.M.	1080	\$1.00	\$1,080.00
2	34	Hot Mix, Hot laid Asphaltic Concrete	S.M.	1080	\$13.50	\$14,580.00
Total Part "B"						<u>\$15,660.00</u>
<u>Part "C" Miscellaneous Overlay</u>						
1	34	Hot Mix, Hotlaid Asphaltic Concrete				
		a) HL3 - 260ft. x 20ft. x 1 1/2 in.	Tonne	45	\$65.00	\$2,925.00
		overlay				
Total Part "C"						<u>\$2,925.00</u>

Form of Tender

Asphalt Resurfacing 2002

Item No.	Spec. No.	Description	Unit	Estimated Quantity	Unit Price	Total
Part "D" - Miscellaneous Repair						
1	34	Hot Mix Hot laid asphaltic concrete - this item will include pavement sawcutting and excavation to accept 2 1/2 inches of HL3 asphalt on existing granular base at the following locations Supply & Place Concrete Curb				
	a)	272 Kempt Street	S.M.	11	\$65.00	\$715.00
	b)	Wolf and Murray (East Corner)	S.M.	6	\$65.00	\$390.00
	c)	23 Bertrand	S.M.	7	\$65.00	\$455.00
	d)	23 Seacrest	S.M.	72	\$65.00	\$4,680.00
	e)	237 Fryer Street	S.M.	5	\$65.00	\$325.00
	f)	1198 2nd Concession North	S.M.	3	\$65.00	\$195.00
	g)	1963 2nd Concession North	S.M.	5	\$65.00	\$325.00
	h)	11 Main Street South	S.M.	7	\$65.00	\$455.00
	i)	141 Essex Boulevard	S.M.	3	\$65.00	\$195.00
	j)	28 St. Theresa	S.M.	3	\$65.00	\$195.00
	k)	Town Hall (Sandwich Street)	S.M.	11	\$65.00	\$715.00
	l)	27 Laird Avenue	S.M.	10	\$65.00	\$650.00
	m)	33 Laird Avenue	S.M.	10	\$65.00	\$650.00
	n)	296 Ramsay Street	S.M.	14	\$65.00	\$910.00
	o)	West end Willowood Road	S.M.	9	\$65.00	\$585.00
Total Part "D"						\$11,440.00

Part "E" - Miscellaneous Surface Asphalt

1	34	Hot Mix Hotlaid asphalt concrete - this item will include pavement milling of existing service trench and restoration with 2 1/2 inches HL3 asphalt at the following locations:				
	a)	195 St. Arnaud Street	S.M.	4	\$45.00	\$180.00
	b)	199 St. Arnaud Street	S.M.	4	\$45.00	\$180.00
	c)	208 St. Arnaud Street	S.M.	4	\$45.00	\$180.00
	d)	211 St. Arnaud Street	S.M.	10	\$45.00	\$450.00
	e)	215 St. Arnaud Street	S.M.	10	\$45.00	\$450.00
	f)	221 St. Arnaud Street	S.M.	10	\$45.00	\$450.00
	g)	227 St. Arnaud Street	S.M.	10	\$45.00	\$450.00
	h)	231 St. Arnaud Street	S.M.	8	\$45.00	\$360.00
	i)	235 St. Arnaud Street	S.M.	8	\$45.00	\$360.00
	j)	239 St. Arnold Street	S.M.	6	\$45.00	\$270.00
	k)	298 St. Arnaud Street	S.M.	7	\$45.00	\$315.00
	l)	+ - 8m east of St. Arnaud and Balaclava	S.M.	6	\$45.00	\$270.00
	m)	North limit of Balaclava Street	S.M.	17	\$45.00	\$765.00

Total Part "E" \$4,680.00

Part "F" - Ridgeview Place

1	Clean base asphalt and curb	L.S.	1	\$350.00	\$350.00	
2	place tack coat	L.S.	1	\$1,000.00	\$1,000.00	
3	Supply and place Hot mix and hot laid asphalt a) HL3	Tonne	135	\$50.00	\$6,750.00	
4	Base Repairs a) Milling	S.M.	70	\$5.00	\$350.00	
					Total Part"F"	<u>\$8,450.00</u>
					TOTAL TENDER PRICE	<u>\$296,975.00</u>

ARTICLE A-4 PAYMENT

- (a) The Owner shall pay the Contractor in Canadian funds for the performance of the Contract, the amounts being determined by actual measured quantities of the individual work items contained in the Schedule of Contract Unit Prices in Article A-3(c) of this Agreement, and measured in accordance with the methods of measurement given in the specifications.
- (b) Subject to applicable legislation and 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:
- (1) make monthly payments to the Contractor on account of the work performed as certified by the Consultant, and
 - (2) upon Substantial Performance of the Work as certified by the Consultant pay to the Contractor the unpaid balance of holdback monies then due, and
 - (3) upon Total Performance of the Work as certified by the Consultant pay to the Contractor the unpaid balance of monies then due.
- (c) In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payment shall be made to the Contractor in accordance with the provisions of GC 20 — INSURANCE.
- (d) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in an award by arbitration or court, interest of TWELVE percent (12 %) per annum on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

ARTICLE A-5 RIGHTS AND REMEDIES

- (a) The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- (b) No action or failure to act by the Owner, Consultant or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES

Communications 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 by hand 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, to have been delivered within five (5) working days of the date of mailing, dispatch or of delivery to the telegraph company when addressed as follows:

The Owner at 271 Sandwich Street South P.O. Box 159
Amherstburg, Ontario
street and number and postal box number if applicable

N9V 2Z3
post office or district, province, postal code

The Contractor at 6725 South Service Road
street and number and postal box number if applicable

Tecumseh, Ontario N8N 2M1
post office or district, province, postal code

The Consultant at 3100 Temple Drive
street and number and postal box number if applicable

Windsor, Ontario N8W 5J6
post office or district, province, postal code

ARTICLE A-7 LAW OF THE CONTRACT

The law of the Place of the Work shall govern the interpretation of the Contract.

ARTICLE A-8 LANGUAGE OF THE CONTRACT

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} ~~XXXXXX~~ language shall prevail.

This Agreement is drawn in English at the request of all parties hereto; ce marché est rédigé en anglais à la demande de toutes les parties.

**Complete this statement by striking out inapplicable term if the Contract Documents have been prepared and issued in both official languages of Canada.*

ARTICLE A-9 SUCCESSION

The General Conditions of the Unit Price Contract hereto annexed, and the other aforesaid 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 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 under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED
in the presence of:

OWNER

.....
name

.....

.....
signature

.....
name and title

.....
signature

.....
name and title

witness

name and title

CONTRACTOR

Coco Paving (1990) Inc
name

.....
signature

Jenny Coco
name and title

Vice President
signature

.....
name and title

.....
signature

Roseanne Denny
name and title Assistant Contract Administrator

N.B. Where legal jurisdiction, local practice, or Owner or Contractor requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the corporation or partnership, parties to this Agreement, should be attached.