

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW 2006-95

Being a by-law to authorize the signing of an agreement
between M.R. Dunn Contractors Ltd. and the Corporation
of the Town of Amherstburg

WHEREAS the Town of Amherstburg deems it necessary to do paving work on
South Riverview Blvd.

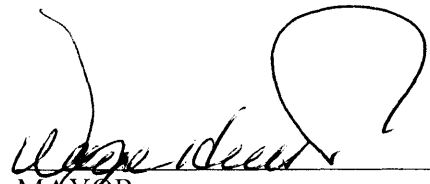
AND WHEREAS the Town of Amherstburg authorized HGS Limited Consulting
Engineers to prepare specifications and contract documents for the work and complete
the tender process.

AND WHEREAS M.R. Dunn Contractors Ltd. submitted the low tender in the
amount of \$274,835.00 + GST.

AND WHEREAS HGS Limited has prepared contract documents for the work of
which the agreement and form of tender are attached to and form part of this by-law as
Schedule A.

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

1. That the Mayor and Clerk be and they are hereby authorized and instructed to
execute the original and copies of the said agreement (Schedule A attached)
and to affix the Corporate seal thereto.
2. The said agreement forms a part of the "Contract Documents" prepared by
HGS Limited.
3. That this by-law shall come into force and take effect on the final passing.


MAYOR


CLERK

1st Reading – November 27, 2006

2nd Reading – November 27, 2006

3rd Reading – November 27, 2006

FORM OF AGREEMENT

AND

GENERAL CONDITIONS

MUNICIPAL SERVICES

FOR

AMHERSTBURG PAVEMENT RESURFACING
SOUTH RIVERVIEW PAVING

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 2nd day of November in the year two thousand and six.

by and between

The Corporation of the Town of Amherstburg
hereinafter called the "Owner"

and

M.R. Dunn Contractors Ltd.
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 Pavement Resurfacing – South Riverview Paving

(insert here the title of the Work and the Project)

which have been signed by the parties, and which were prepared by **HGS LIMITED**
acting as and hereinafter called "Consultant" and

- (b) do and fulfill everything indicated by this Agreement, and
- (c) Commence the Work by the 6th day of November 2006.
and attain Substantial Performance of the Work, as certified by the Consultant, by the
30th day of December 2006.

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
WATERMAIN SPECIFICATIONS
SEWER SPECIFICATIONS**

Drawings

<u>Sheet #</u>	<u>Description</u>
1	Index, Legend, Key Plan & Benchmark
2	South Riverview Drive Paving
3	Miscellaneous Details

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.

(See Attached Form of Tender)

<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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Continues ...

(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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Estimated Contract Price \$ 274,835.00

**Two Hundred and Seventy Four Thousand Eight Hundred and
Thirty Five -----xx/100** Dollars in Canadian funds.

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

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 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 *street and number and postal box number if applicable*
Amherstburg, Ontario **N9V 2Z3**
post office or district, province, postal code

The Contractor at 485 Little Baseline Road *street and number and postal box number if applicable*
Tecumseh, Ontario **N8N 2L9**
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 language shall prevail.

This Agreement is drawn in English at the request of all parties hereto.

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 provisions of the Contract Documents shall ensure 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 deals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED
In the presence of:

OWNER
The Corporation of the Town of Amherstburg

name

signature

name and title

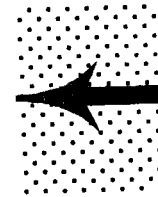
Wayne Hurst
Wayne Hurst - Mayor

name and title

witness

David Mailloux - Clerk

name and title



CONTRACTOR
M.R. Dunn Contractors Ltd.

name

Michael R. Dunn

signature

MICHAEL R. DUNN, PRESIDENT

name and title

signature

Michael R. Dunn - President

name and title

witness

Joe Sbrocca - Secretary

name and title

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.

FORM OF TENDER

SECTION 3

MUNICIPAL SERVICES

FOR

AMHERSTBURG PAVEMENT RESURFACING
SOUTH RIVERVIEW PAVING

Tender by M.R. Dunn Contractors Ltd.

Address 485 Little Baseline Road, Telusca, ON.

a company duly incorporated under the laws of ONTARIO

and having its head office at Telusca

herein after called "the Tenderer"

NOTE: The Tenderer's name and residence must be inserted above, and, in case of a partnership, the name and residence of each and every member of the firm must be listed.

TO - THE TOWN OF AMHERSTBURG

I (WE) MICHAEL R. DUNN

having carefully examined the locality and site of the proposed works, and all contract Documents relating thereto, including the Drawings, Form of Tender, Specifications, General Conditions, Special Provisions, Form of Agreement and Addendum/Addenda No. to inclusive hereby tender an offer in accordance therewith to construct the said works in accordance with the Contract Documents for

TWO HUNDRED AND SEVENTY FOUR THOUSAND EIGHT HUNDRED
AND THIRTY FIVE Dollars. (\$274,835.⁰⁰ + GST)

**Amherstburg Pavement Resurfacing
South Riverview Paving**

C106-1309

Form of Tender

<u>Item No.</u>	<u>Special Prov.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Section "A"- Removals						
1	29	Asphalt Pavement a) Saw Cut and Remove Existing Asphalt	S.M.	5500	+3.25	+17,875.00
Section "B"- Roadworks						
1	30	Earth Excavation for Roads	C.M.	85	+43.-	+3,655.00
2	31	Supply & Install Granular Base Course a) Class 'A' Road Base b) 300mm thick Class 'A' Shoulder, 1m in width	C.M. S.M.	650 700	+63.- +15.-	+40,950.00 +10,500.00
3	32	Supply & Place Hot MiX Hot Laid Asphaltic Concrete a) HL-4 (2006) 50mm Thickness b) HL-3 (2006) 40mm Thickness including Required Ripple Strip	Tonne Tonne	850 680	+75.- +80.-	+63,750.00 +54,400.00
4	33	Supply and Install Concrete Curb and Gutter	L.M.	35	+115.-	+4,025.00
Section "C"- Storm Sewers						
1	36	Supply & Place Perforated Subdrain a) 150mm Diameter 'Big O'	L.M.	1360	+38.-	+51,680.00
Section "D"- Miscellaneous						
1		Supply and place topsoil (100mm thick) and sod boulevard	S.M.	700	+15.-	+10,500.00
2		Driveway Restoration, 90mm HL3 Asphalt or 300mm Granular 'A'	S.M.	25	+54.-	+1,350.00
3	37	Supply and Maintain Site Office	L.S.	1	+1,150.-	+1,150.00
4	34	Contingency Allowance	L.S.	1		\$ 15,000.00
Total Form of Tender						\$ 274,835.00

The Tenderer also agrees that this Tender is subject to a formal contract being executed on the Canadian Standard Form of Construction Contract enclosed herein.

The Tenderer agrees to leave all this Tender open for acceptance for a period of sixty (60) days from the Closing Date of Tenders.

The Tenderer agrees that if this Tender is accepted, to furnish a performance and maintenance bond and liability insurance, and accepts payments and complete the works as specified in these Tender Documents.

The Tenderer hereby proposes

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ST. PAUL GUARANTEE INSURANCE COMPANY

(name of authorized Surety Bonding Company of Ontario)

which is willing to become bound with the Tenderer in the required amount for the due performance and fulfilment of the requirements contained in these Tender Documents.

Tenderer's Signature *[Handwritten Signature]*

Witness *[Handwritten Signature]*

Dated at *Toronto*

This 1 Day of Nov. 2006

NOTE

If Tender is submitted by or on behalf of any Corporation, it must be signed in the name of such Corporation by some duly authorized officer, or agent thereof, who shall subscribe his name and office. The seal of the Corporation shall also be affixed.