

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2006-06

Being a by-law to authorize the signing of an agreement with Amico Contracting & Engineering (1992) Inc. for sewer relining on Dalhousie Street from Richmond Street to the Pollution Control Pump Station No. 1

WHEREAS the Town of Amherstburg deems it necessary to repair the existing sewer line due to existing infiltration problems; and

WHEREAS the Town of Amherstburg has engaged HGS Limited Consulting Engineers to prepare specifications and perform the tendering process; and

WHEREAS Amico Contracting & Engineering (1992) Inc. submitted the low tender in the amount of \$944,300.00 for the relining of the Dalhousie Street Sewer between Richmond Street and Pollution Control Pump Station #1; and

WHEREAS at the Council meeting of December 12, 2005 a resolution was passed accepting the Amico Contracting tender in the amount of \$944,300.00; and

WHEREAS HGS Consulting has prepared an agreement between the Town of Amherstburg and Amico Contracting & Engineering (1992) Inc. and said agreement is attached hereto as Schedule "A" and forms part of this by-law.

NOW THEREFORE THE COUNCIL OF 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 originals and the copies of the said agreement (Schedule A) with Amico Contracting & Engineering (1992) Inc.
2. That this By-law shall come into force and take effect on the date of final passage thereof.

Read a first, second and third time and finally passed this 9th day of January, 2006.


MAYOR


CLERK

Certified to be a true copy of By-law No. 2006-05 passed by Council of the Town of Amherstburg on the 9th day of January 2006.

Clerk

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 15th day of December in the year two thousand and five.

by and between

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

and

Amico Contracting & Engineering (1992) Inc.
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 Sewer Relining on Dalhousie Street – Richmond to PCP Pump Station No. 1

(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 1st day of April 2006.
and attain Substantial Performance of the Work, as certified by the Consultant, by the 31st day of May 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
SPECIFICATIONS FOR HORIZONTAL DIRECTIONAL DRILLING
ADDENDUM NO. 1
ADDENDUM NO. 2
CLARIFICATION NO. 1**

Drawings

<u>Sheet #</u>	<u>Description</u>
1	Index, Legend, Key Plan & Benchmark
2	Plan and Profile Dalhousie Street, Pump Station No. 1 to Park Street
3	Plan and Profile Dalhousie Street, Park Street to Richmond Street
4	Miscellaneous Details
5	Overall Plan, Notes and Details
6	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 – 'B')

<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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Continued ...

(c) Schedule of Contract Unit Prices.*

Estimated Contract Price \$ 944,300.00

Nine Hundred Forty Four Thousand Three Hundred -----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 P.O. Box 159, 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 2155 Fasan Drive, R.R. #1
street and number and postal box number if applicable
Oldcastle, Ontario NOR 1L0
post office or district, province, postal code

The Consultant at 3100 Temple Drive, Suite 100
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

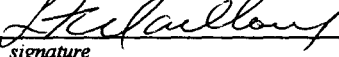
Wayne Hurst

signature


signature

Wayne Hurst - Mayor

name and title

signature


David Mailloux - Clerk

name and title

witness


name and title

CONTRACTOR

Amico Contracting & Engineering (1992) Inc.

name

Dominic Amicone

signature


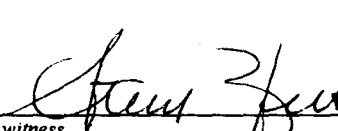
signature

name and title

signature

name and title

witness

signature

STEVE ZUFELT, ESTIMATOR

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.