

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2006-09

Being a by-law to authorize the signing of agreements with
D'Amore Construction (2000) Ltd. for Watermain Replacement
On County Road 20

WHEREAS the Town of Amherstburg deems it necessary to replace existing aging watermains to maintain the integrity of the water supply system; and

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


WHEREAS D'Amore Construction (2000) Ltd. submitted the low tender in the amount of \$ 782,776.00

WHEREAS HGS Consulting has prepared the agreement between the Town of Amherstburg and the D'Amore Construction (2000) Ltd.

**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, attached hereto as Schedule 'A', with D'Amore Construction (2000) Ltd. and affix the Corporate seal thereto.
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 24th day of January, 2006.



MAYOR



CLERK

Certified to be a true copy of By-law
No. 2006-09 passed by Council of the
Town of Amherstburg on the 24th day
of January 2006.

Clerk

SCHEDULE "A"
FORM OF AGREEMENT
AND
GENERAL CONDITIONS
COUNTY ROAD 20
WATERMAINS AND SERVICES
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 1st 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

D’Amore Construction (2000) 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 Watermain Replacement 2005 – County Road 20

(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 January 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**
- SEPCIFICATIONS FOR HORIZONTAL DIRECTIONAL DRILLING**
- ADDENDUM NO. 1**

Drawings

<u>Sheet #</u>	<u>Description</u>
1	Index, Legend, Key Plan & Benchmark
2	Overall Plan
3	Plan Station 0+000 to Station 0+390
4	Plan Station 0+390 to Station 1+010
5	Plan Station 1+010 to Station 1+510
6	Plan Station 1+510 to Station 2+110
7	Plan Station 2+110 to Station 2+710
8	Plan Station 2+710 to Station 3+320
9	Plan Station 3+320 to Station 4+000
10	Cross Section From Station 0+000 to Station 1+875
11	Cross Section From Station 1+460 to Station 2+660
12	Cross Section From Station 2+815 to Station 3+830
13	Standard Details
14	Standard Details
15	Standard 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>
1	SP29	Supply and install 200 mm dia. PVC Class 150 DR18 watermain pipe including tracer wire (12 gauge solid copper wire plastic coated), Class III sand bedding (150 mm depth) & covering (300 mm depth), native backfill, 300 mm granular 'A' shoulder restoration, pressure testing and chlorinating included	2693	LM	\$152.00	\$409,336.00
2	SP29	Supply and install 200 mm dia. HDPE SDR11 pipe including pressure testing and chlorinating included to be installed by directional boring method, thermal butt fusion jointing	210	LM	\$170.00	\$35,700.00
3	SP29	Supply and install PVC 45 degree bends (including rodding and thrust restraints)				
		a) 150 mm dia.	1	Each	\$300.00	\$300.00
		b) 200 mm dia.	10	Each	\$400.00	\$4,000.00

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>
4	SP30	Supply and install valves and boxes set on concrete blocking and covered in clear stone (including all rodding and "Protecto Caps") a) 150 mm dia.	-	Each	\$900.00	-
			5	Each	\$1,200.00	\$6,000.00
5	SP31	Supply and install fire hydrant including 150 mm branch pipe, 150 mm dia. valve box and tee set on concrete blocking and covered in clear stone (including all thrust restraints, rodding and "Protecto Caps")	20	Each	\$5,235.00	\$104,700.00
6	SP29	Supply and install 200 mm dia. Plug on end of tee with all thrust restraints and "Protecto Caps"	1	Each	\$300.00	\$300.00
7	SP32	Supply and install 19 mm dia. Type 'K' copper water service (including PVC pre tapped coupling, ball type main stop, ball type curb stop, box and stainless steel rod) a) short services (approx. 6 m long each)	35	Each	\$900.00	\$31,500.00
			47	Each	\$1,400.00	\$65,800.00

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>
8		Disconnect existing water service from existing watermain and reconnect to new watermain				
		a) shorten existing service	3	Each	\$650.00	\$1,950.00
		b) extend existing service approx. 3 m long	3	Each	\$780.00	\$2,340.00
9		Replace existing deteriorated water meter pit with a new water meter pit	5	Each	\$350.00	\$1,750.00
10	SP29	Connect to existing main and replace bolts in existing valve with new stainless steel bolts and nuts	2	Each	\$2,500.00	\$5,000.00
11		Tonnes of Granular 'A' material OPSS 1010, supplied and placed as top 300 mm of road crossing & driveway trenches, including mechanical compaction to 100% Standard Proctor Density	1,000	Tonnes	\$12.00	\$12,000.00
12		Tonnes of Granular 'B' material OPSS 1010, supplied and placed in road crossing and driveway trenches, including mechanical compaction to 100% Standard Proctor Density	3,000	Tonnes	\$10.00	\$30,000.00

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>
13	SP33	Restoration of road boulevards, lawns, drain side slopes and bottoms, including supply and placement of 100 mm depth of black organic topsoil and good quality grass seed, in grassed areas	1	L.S.	\$6,900.00	\$6,900.00
14	SP36	Traffic Control	1	L.S.	\$15,200.00	\$15,200.00
15	SP34	Contingency Allowance	1	L.S.	\$50,000.00	\$50,000.00

Estimated Contract Price **\$782,776.00**

Seven Hundred Eighty Two Thousand Seven Hundred Seventy Six – 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
post office or district, province, postal code
N9V 2Z3

The Contractor at 3914 North Service Road
street and number and postal box number if applicable
Windsor, Ontario
post office or district, province, postal code
N9A 6J3

The Consultant at 3100 Temple Drive, Suite 100
street and number and postal box number if applicable
Windsor, Ontario
post office or district, province, postal code
N8W 5J6

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
Wayne Hurst - Mayor
name and title

signature
David Mailloux - Clerk
name and title

witness
name and title

CONTRACTOR
D'Amore Construction (2000) Ltd.

name
Ron Davie
signature
Ron Davie - Secretary
name and title

signature
Kevin D'Amore - Vice President
name and title

witness
Carlos Fernandes
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.