



The Municipal Corporation of the Town of Fort Erie

BY-LAW NO. 64-06

**BEING A BY-LAW TO ACCEPT A TENDER FOR
2006 SIDEWALK REPAIR - CONTRACT NO. IS.06SIDE
(230803-109)**

WHEREAS tenders were advertised and publicly opened on Wednesday, March 29, 2006 for 2006 Sidewalk Repair – Contract No. IS.06SIDE, the results of which are as follows:

Contractor	Located	Tender Price (including 7% G.S.T.)
Alfidome Construction Ltd.	Niagara Falls, ON	\$198,319.15
A. Poulin Curb Construction Ltd.	Welland, ON	\$199,268.24
Sacco Construction Ltd.	Niagara Falls, ON	\$204,947.80
Nuroad Construction Ltd.	Concord, ON	\$227,975.27

WHEREAS at the Council-in-Committee meeting of April 18, 2006 Report No. IS-23-06 was accepted and approved authorizing the awarding of the tender for 2006 Sidewalk Repair – Contract No. IS.06SIDE to. Alfidome Construction Ltd. of Niagara Falls, Ontario, in the amount of \$198,319.15 including g.s.t., and

WHEREAS it is deemed desirable to accept the tender from Alfidome Construction Ltd. for the aforesated works and price;

NOW THEREFORE the Municipal Council of The Corporation of the Town of Fort Erie hereby enacts as follows:

1. **THAT** the tender received for 2006 Sidewalk Repair – Contract No. IS.06SIDE from Alfidome Construction Ltd. in the amount of \$198,319.15 including g.s.t. be and it is hereby accepted and approved.
2. **THAT** the entry into an Agreement with Alfidome Construction Ltd in the amount of \$198,319.15 including g.s.t., for 2006 Sidewalk Repair – Contract No. IS.06SIDE in the form of Schedule “A” annexed hereto to this by-law, be and it is hereby authorized and approved.
3. **THAT** the Mayor and Clerk be and they are hereby authorized and directed to execute the Agreement annexed hereto as Schedule “A” to this by-law and to affix the corporate seal thereto.

4. THAT pursuant to the provisions of Section 227 of the Municipal Act, 2001 the Clerk of the Town of Fort Erie is hereby authorized to effect any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule(s) as may be deemed necessary after the passage of this by-law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 24th DAY OF APRIL 2006.



MAYOR



CLERK

I, the Clerk, Carolyn J. Kett, of The Corporation of the Town of Fort Erie hereby certify the foregoing to be a true certified copy of By-law No. 64-06 of the said Town. Given under my hand and the seal of the said Corporation this _____ day of _____, 2006.

SCHEDULE 'A' TO BY-LAW 64-06

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made on the _____ day of _____ in the year

Two thousand and six. (2006)

by and between

The Corporation of the Town of Fort Erie

hereinafter called the "Owner"

and

Alfidome Construction Limited

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 2006 Sidewalk Repair which have been signed by the parties, and which were prepared by The Corporation of the Town of Fort Erie – Director of Infrastructure Services acting as hereinafter called the Engineer
- (b) do and fulfill everything indicated by this Agreement, and
- (c) commence the work by the _____ day of _____ 2006 and attain completion of the work, as certified by the Contract Administrator, within forty five (45) working days.

ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in Article A-1 of this Agreement. This list is subject to subsequent amendments in accordance with the provisions of the Contract and agreed upon between the parties.

1. Title Page
2. Table of Contents
3. Special Instructions to Bidders
4. Instructions to Bidders
5. Form of Tender
 - Form of Tender Declaration, Bonding
 - Location Schedule – Item B1
 - Location Schedule – Item B2
 - Location Schedule – Item B3
 - Location Schedule – Item B4
 - Schedule of Quantities
 - Tender Summary
 - Statement “A” - List of Sub-Contractors
 - Statement “B” - Tenderer’s Experience in Similar Work
 - Statement “C” - Federal Goods and Services Tax
6. Fire Hydrant Meter Application
7. Agreement to Bond
8. Certificate of Insurance
9. Form of Contract Agreement – Agreement between Owner and Contractor
10. Schedule of Drawings
11. Special Provisions - General - *(Refer to Niagara Peninsula Standard Contract Document)*
12. Special Provisions - General Supplementary
13. Special Provisions - Contract Items –
(Refer to Niagara Peninsula Standard Contract Document)
14. Special Provisions - Contract Items Supplementary
15. Special Provisions - Labour Conditions and Fair Wage Schedule (If Applicable)
16. Standard Drawings - *(Refer to Niagara Peninsula Standard Contract Document)*
17. Supplementary General Conditions of Contract –
(Refer to Niagara Peninsula Standard Contract Documents)
18. OPS General Conditions of Contract
19. OPSS 314, 351, 353, 354,405,421,510,570,571,600,908,915 (Not bound in document)
20. Geotechnical Report – (Not bound in document)

Contract Drawings

Not applicable.

ARTICLE A-3 CONTRACT PRICE

- (a) The quantities shown in the Schedule of Contract Unit Prices are estimated. The Tender 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 Tender Unit Prices, together with any adjustments that are made in accordance with the provisions of the Contract Documents.
- (b) The Estimated Tender Price shall be the sum of the products of the estimated quantities and the appropriate Tender Unit Prices in the Schedule.
- (c) Schedule of Tender Unit Prices, as per the Form of Tender submitted by the Contractor, are binding for the life of this contract.
- (d) Based on the Schedule of Unit Prices, refer to in article A-3 (c) the tender price is One Hundred Ninety-Eight Thousand, Three Hundred and Nineteen Dollars, Fifteen Cents (\$198,319.15) in Canadian Funds *Including G.S.T.*

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 Tender 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 five (5%) percent maintenance holdback and a ten (10%) percent 45-day statutory holdback, the Owner shall:
 - (1) make monthly payments to the Contractor on account of the work performed as certified by the Contract Administrator, and
 - (2) upon completion of the Work as certified by the Contract Administrator pay to the Contractor the unpaid balance of holdback monies then due, and
- (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 one (1%) percent 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 there under 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, Contract Administrator 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 there under, 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 Contract Administrator 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 fax, to have been delivered within five (5) working days of the date of mailing , or dispatch when addressed as follows:

The Owner at:

The Corporation of the Town of Fort Erie

Municipal Centre, 1 Municipal Centre Drive, Fort Erie, Ontario L2A 2S6

The Contractor at:

Alfidome Construction Limited

1701 Thorold Townline Road, Niagara Falls, Ontario L2E 6E5

The Contract Administrator at:

The Corporation of the Town of Fort Erie

Municipal Centre, 1 Municipal Centre Drive, Fort Erie, Ontario L2A 2S6

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

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 the 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 seals 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 Fort Erie
Name

Signature

Wayne Redekop, Mayor
Name and Title

Witness

Signature

Name and Title

Carolyn J. Kett, Town Clerk
Name and Title

CONTRACTOR

Alfidome Construction Limited
Name

Signature

Name and Title

Witness

Signature

Name and Title

Name and Title