



**The Municipal Corporation of the
Town of Fort Erie**

BY-LAW NO. 136-2000

**BEING A BY-LAW TO ACCEPT AN RFP FROM STEVENSVILLE
LAWN SERVICES INC. FOR CRYSTAL BEACH WATERFRONT
PARK AND TO AUTHORIZE THE ENTRY INTO AN AGREEMENT
(220302)**

WHEREAS during the 2000 budget deliberations \$300,000.00 was allocated for the completion of the parking areas and park at the Crystal Beach Waterfront Park, and

WHEREAS the parking areas have now been completed, and

WHEREAS an RFP was issued on April 28, 2000 with a closing date of May 25, 2000 for the design and construction of the Crystal Beach Waterfront Park, and

WHEREAS two proposals were received, one from Stevensville Lawn Service Inc. and the second from Crown Landscaping/Paula Berketo, and

WHEREAS at the Council-in-Committee meeting of June 5, 2000 Report No. PPS-62-2000 was approved as follows:

THAT subject to detailed design and contract specifications, the contract for the completion of the Crystal Beach Waterfront Park be awarded to Stevensville Lawn Service Inc. in the amount of \$260,000.00 exclusive of G.S.T., and further

THAT the 2000 budget allocation from the slot machine revenues to the Tourism Development Reserve be reduced from \$418,000.00 to \$330,000.00, and further

THAT the Crystal Beach Waterfront Park including the boat launch parking area capital account be allocated an additional \$88,000.00 for a total budget of \$388,000.00.

WHEREAS it is deemed desirable to accept the proposal from Stevensville Lawn Service Inc. in the amount of \$260,000.00 plus g.s.t. and to enter into an agreement for the design and construction of the Crystal Beach Waterfront Park;

BY-LAW NO. 136-2000

PAGE TWO

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

- (1) **THAT** the proposal received from Stevensville Lawn Service Inc. in the amount of \$260,000.00 plus g.s.t. for the design and construction of the Crystal Beach Waterfront Park in the form of Schedule "A" annexed hereto to this by-law be and it is hereby accepted and approved.
- (2) **THAT** the entry into an agreement with Stevensville Lawn Service Inc. in the form of Schedule "B" 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 "B" and to affix the corporate seal thereto.
- (4) **THAT** funding for this project shall be derived as follows, and shall include the parking area capital expenditures for a total budget of \$388,000.00 for the park and parking area development:

Waterfront and Tourism Development Reserve Fund	\$ 88,000.00
Crystal Beach Waterfront Park Capital Account	\$300,000.00

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 26TH DAY OF JUNE, 2000.



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. 136-2000 of the said Town. Given under my hand and the seal of the said Corporation this day of June, 2000.



2821 Stevensville Rd., P.O. Box 224, Stevensville, Ontario L0S 1S0

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May 25, 2000

Mr. Ron Rienas, Director of Planning & Property Safety
Town of Fort Erie
One Municipal Centre Dr.
Fort Erie, ON
L2A 2S6

RE: Crystal Beach Waterfront Park - Request for Proposal

Dear Mr. Rienas,

We are pleased to submit our proposal for the design and development of the above referenced project. We are excited at the opportunity of being involved in this important project and we look forward to the possibility of working for the Town of Fort Erie.

We have teamed with Peter J. Smith & Company Inc. to undertake the assignment. Under both design-build and traditional contractor/consultant arrangements, our companies have successfully completed a number of similar projects together in the past, including Sugar Bowl Park, Town of Fort Erie Municipal Centre Park and Niagara Falls Gateway Park.

Please find attached company profiles outlining the relevant experience of our companies and the key personnel who would be involved in the project. Also included is a detailed cost estimate of our proposed park design. As you will see in our estimate, our design reflects a total construction cost of approximately \$ 297,500.00. This amount is required to construct a first class waterfront park which we believe is warranted and consistent with the Town's efforts to rehabilitate Crystal Beach.

In the event that meeting the RFP's budget is mandatory, this may be achieved by changing some of the material used but not changing the overall design of the project.

We have taken the opportunity below to outline the key features of our design:

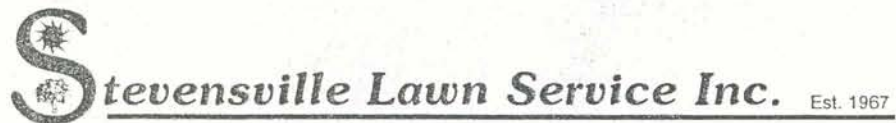
- * **General Park Layout** - The park has been organized on a diagonal sightline to take advantage of the orientation to the lake and the relationship to the water created by the armour stone layout. A simplified and direct pathway system has been designed to define use/activity areas and link key features.

- * **Waterfront Plaza** - Located on the sightline through the park, a new waterfront plaza provides the focus and main activity are in the park. To provide users with an insight into the community, the concrete paving of the plaza would be stamped with silhouettes of images of Crystal Beach (recalls the existing beach wall). An interpretive panel integrated into the plaza design tells the story. The concrete paving would be detailed to include timber edging and banding.

At the shoreline, a continuous raised edge with bollards contains the plaza and creates an overlook. A flag pole on the sightline provides a beacon to boaters.

A custom-built pavilion has been integrated into the plaza as the centre-piece of the park. The pavilion provides the place for special event programming and large gatherings. Appropriate to it's waterfront setting, the pavilion would be constructed with vaulted ceilings, a steep roof pitch and a heavy timber appearance.

- * **Waterfront Promenade** - A new waterfront promenade extends from the plaza along the shoreline and connects the boat launch with the Palmwood Hotel. The Promenade would be developed to a higher quality and would be constructed of concrete paving timber decking and raised edging. Seating areas on both sides of the plaza orientate towards the lake. Along the promenade, names, dates and events relevant to Crystal Beach would be stamped into the concrete paving.
- * **Children's Play** - The children's play area has been located opposite the plaza/pavilion on the primary sightline through the park. A seating area separated from the main pathway provides the opportunity for supervision.
- * **Informal Lawn Area/Theatre** - An open flat lawn area is located between the plaza and the children's play area. The lawn provides the opportunity for picnicking and free play. The lawn area is contained by a semi-circular pathway and berming which provides lawn seating for special events/performance held in the pavilion.
- * **Pathways** - All pathways through the park are 8 feet wide and asphalt paved.
- * **Parking** - The parking lot has been reorganized (from that shown on RFP plan) to minimize intrusion into the park (maximize park space) and provide opportunities for lakeviewing.



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We would like to thank you for the opportunity to make this submission. We would be pleased to meet with the selection committee to present our ideas and further discuss our proposal. If you have any questions regarding our submission, please do not hesitate to call me.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Terry Tykolis', with a long horizontal flourish extending to the right.

Terry Tykolis
PRESIDENT

TT/cf



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CRYSTAL BEACH WATERFRONT PARK
REQUEST FOR PROPOSAL
May 25, 2000

ESTIMATED COST OF CONSTRUCTION

submitted by

Stevensville Lawn Service Inc.
peter j. smith & company inc.

ITEM	TOTAL
Grading	\$ 10,000.00
Parking Lot	\$ 20,000.00
Washroom Building	\$ 60,000.00
Play Equipment	\$ 35,000.00
Play Area base	\$ 2,500.00
Attendants Shed	\$ 5,000.00
Boardwalk/Plaza	\$ 45,000.00
Custom Pavilion	\$ 40,000.00
Asphalt Pathways	\$ 20,000.00
Entry Sign	\$ 4,500.00
Bollards	\$ 2,500.00
Flag Pole	\$ 3,000.00
Planting	\$ 30,000.00
Seeding	\$ 15,000.00
Design	\$ 5,000.00
TOTAL	\$ 297,500.00



Stevensville Lawn Service Inc. Est. 1967

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Collective Expertise and Experience

All members of our team bring expertise and experience to the project unmatched in the Region. Stevensville Lawn Service Inc., founded in 1967, is one of the largest landscape contractors in the area. As general contractor, Stevensville Lawn Service has constructed several large scale public park projects including Sugar Bowl Park, Lions Park Beamsville, Barbican Heights St. Catharines, Preakness Park and Mount Carmel Park, Niagara Falls. With emphasis on built quality, Stevensville has the management resources and skilled tradesmen to get the job done properly, on time and within budget.

peter j. smith & company inc., has been providing landscape architectural planning and design services to a wide range of clients in the Peninsula for over 13 years. The firm possesses the creative ability and technical skills necessary to design the park to a quality suitable for the Crystal Beach Waterfront.

Our Team is Fort Erie Based

All key members of our team live and work in Fort Erie. As such we have more than a professional or business interest in the project. As residents of the community, we have a personal stake in seeing the project done well. We understand the importance of the project to both the Town and it's residents and are committed to developing the park to a standard by which all can be proud.

In the following sections of our submission, we have provided additional background information on each member of our team and a cost breakdown to develop the park. Enclosed is our concept plan for the park.

Company Background Information - Qualifications and Key Personnel

Stevensville Lawn Service Inc.

Stevensville Lawn Service Inc. would like to take this opportunity to introduce our company to you and your firm.

Stevensville Lawn Service Inc. is a family owned and operated business of over thirty years extending to hundreds of satisfied customers both in the public and the private sector. We are also fully bonded and insured.



Stevensville Lawn Service Inc. Est. 1967

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Our expertise includes commercial and residential design/build landscapes, condominium projects and related work such as the design and construction of waterfalls, garden pools, decks and engineered retaining walls. Stevensville Lawn Service Inc. also specializes in the installation of interlocking stone pavers, sodding, hydro seeding and pressure treated timber work and fencing.

Being a well established company staffed with experienced and knowledgeable personnel leaves us readily available to provide quality workmanship at competitive prices. We have seven government certified horticulturist, all the latest equipment, projects and materials. This enables us to maintain our high level of quality in every project.

In 1988 we opened a retail garden center in Stevensville. We currently grow under 70,000 sq. ft. of greenhouse with another 30,000 sq.ft. of retail area. We presently employ 30 people. Two of the people employed are Niagara Parks Horticultural Graduates looking after the nursery & greenhouse operations. Combined Stevensville Lawn Service Inc. & Stevensville Garden Gallery employ a staff of over 100 employees.

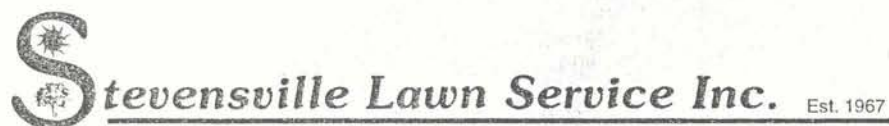
peter j. smith & company inc.

peter j. smith & company inc is a professional consulting firm with offices in Fort Erie, Ontario and Buffalo, New York. For over a decade, our firm has provided urban and regional planning and landscape architectural services to a wide variety of public and private sector clients. Our work has often involved leading multi-disciplinary teams. We pride ourselves on our ability to resolve complex planning and design issues, facilitate diverse interest and develop creative yet pragmatic solutions. We have developed an excellent reputation for coordination public input programs to ensure concerns and needs are addressed.

Peter J. Smith, MLA, MUP, RLA

Peter J. Smith, Principal in Charge, will be personally involved in all aspect of the work undertaken. Peter is a registered landscape architect in Ontario and has obtained his Master of Urban Planning from the University of Buffalo. Peter has directed park design studies throughout Canada and the United States. He currently teaches urban and regional planning at the University of Buffalo and frequently speaks on innovative approaches to open space and park planning.

QUALITY LANDSCAPE DESIGNS



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Paul Carabott, BLA, OALA

Paul Carabott, senior landscape architect, will assist Peter in all aspects of the project. Working closely with Peter, Paul will be responsible for detail design work and will coordinate all work undertaken by junior staff members. With over ten years experience as a landscape architect, Paul brings extensive park planning and development experience to this project. As senior landscape architect and project manager, he has played a major role in several similar projects throughout Ontario.

Relevant Projects Experience - see attached project descriptions

loyalist park

Client: Stevensville Kinsmen in conjunction with the Town of Fort Erie and the Niagara Peninsula Conservation Authority, Stevensville
Construction Cost: \$ 90,000.00

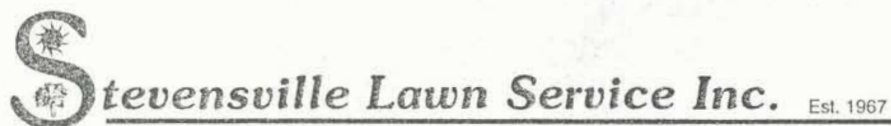
The design of Loyalist Park combines principles of conservation with a functional municipal sports facility. The park includes three baseball diamonds, a soccer pitch, refreshment area, picnic and gathering spaces and an interpretive nature trail. The meadow and forest regeneration areas naturalize the development and reduce the visual impact on the landscape.

Completed with Stevensville Lawn Service Inc.

confederation park

Client: City of Thorold, Ontario

The project included relocating sports facilities to introduce and soften the parking area for Confederation Park, and urban sports park. This park is located in a residential area and is designed to accommodate all age groups. A number of activities such as walking trails and children's play areas have also been incorporated. This project also entailed enhancing the parking areas in order to make them less obstructive.



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mel swart lake gibson conservation area

Client: City of Thorold, Ontario

Developed a comprehensive Master Plan design and report for this 11 hectare centralized urban park. The design resulted in a unique, highly utilized interpretive facility on Lake Gibson that incorporates various activities including trails, interpretive information, interpretive centre, unstructured play areas, an amphitheater and boardwalks. Developed a unique method of shoreline protection utilizing a waterfront boardwalk to dissipate wave action and impacts of drastic lake level fluctuation. Addressed concern of local and regional governmental agencies, private land owners and special interest groups. Implemented a comprehensive community participation program that included public presentations, open house, staff and community interviews and written briefs.

st. john's nature trail

Client: Niagara Peninsula Conservation Foundation, Pelham, Ontario

The St. John's nature trail offers access for the physically challenged to both fishing platforms and wetland interpretation in the conservation areas. The walkway system overcame a variety of natural constraints and employed a unique boardwalk system to allow access to the wetlands and minimize the environmental impact of visitors.

lock VII park

Client: City of Thorold, Ontario

lock seven park is a feature park development in the Niagara Peninsula. The interpretive facilities include an observation area explaining the operation of the St. Lawrence Seaway, an open air planetarium, a wetland interpretive area and the future site of the Thorold municipal museum.



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bassett park

Client: Town of Amherst, New York

Bassett Park, both a community park and an outdoor theater for the Performing Arts, is designed to provide the Town of Amherst with a high profile, feature park. The unique park facility designed to reflect the town's up-beat, state of the art character, invites people from throughout the community and features a variety of park experiences.

cindy play area

Client: Town of Amherst, New York

Cindy Play Area expresses a new concept in neighbourhood park design; the park offers a variety of uses for all age groups; the park offers a variety of uses for all age groups. The park acts as a central gathering area for neighbourhood children and adults and creates an active neighbourhood focal point. The design creates a sense of place, inspires pride among residents and provides the neighbourhood with a distinct identity.

**AGREEMENT
BETWEEN THE
OWNER AND CONTRACTOR**

This Agreement made on the 7th day July, in the year Two Thousand.

BY AND BETWEEN

THE CORPORATION OF THE TOWN OF FORT ERIE

hereinafter called the "Owner"

AND

STEVENSVILLE LAWN SERVICE 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 for completion of the Crystal Beach Waterfront Park in accordance with the Request for Proposal prepared by the Owner and issued April 28, 2000, and;
- (b) do and fulfill everything indicated by this Agreement, and;
- (c) commence the Work by the 4th day of July, 2000 and attain Substantial Performance of Work, as certified by the Owner, by the 31st day of August, 2000.

ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents.

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.

Bidding Requirements, Contract Form and Conditions of Contract

- ◆ Crystal Beach Waterfront Park Request for Proposal (Appendix A)
- ◆ Stevensville Lawn Service Proposal (Appendix B)
- ◆ Definitions (Appendix C)
- ◆ General Conditions of Stipulated Price Contract (CCDC-2) (Appendix D)
- ◆ Supplemental Conditions (Appendix E)

ARTICLE A-3 CONTRACT PRICE

The Contract Price is TWO HUNDRED AND SIXTY THOUSAND dollars {\$260,000.00 (exclusive of G.S.T.)} in Canadian funds, which price shall be subject to adjustments as may be required in accordance with the provisions of the Contract Documents.

ARTICLE A-4 PAYMENTS

- (a) Subject to applicable legislation and the provisions of the Contract Documents, and in accordance with construction lien 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%), and a Guarantee maintenance holdback of five percent (5%) **the Owner shall:**
- (1) make monthly payments in Canadian funds to the Contractor on account of the Contract Price. The amounts of such payments shall be as certified by the Consultant, and;
 - (2) upon Substantial Performance of the Work as certified by the Owner pay to the Contractor the unpaid balance of holdback monies then due, and;
 - (3) upon Total Performance of the Work as certified by the Owner pay to the Contractor the unpaid balance of the Contract Price then due.
 - (4) after one year from the date of Substantial Performance pay to the Contractor the remaining 5% Guarantee Maintenance Holdback.
- (b) In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the Contractor in accordance with the provisions of GC 20 – INSURANCE.

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 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 AN 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

1 Municipal Centre
Fort Erie, Ontario
L2A 2S6

The Contractor at

3639 Main Street
Stevensville, Ontario
L0S 1S0

ARTICLE A-7 LANGUAGE OF THE CONTRACT

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

ARTICLE A-8 SUCCESSION

The General Conditions of the Stipulated 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

TOWN OF FORT ERIE


Signature

WAYNE REDEKOP, MAYOR
Name & Title


Signature

CARRIE L. HOWEY
CAROLYN J. KETT, CLERK
Name & Title

CONTRACTOR

STEVENSVILLE LAWN SERVICE INC.


Signature

TERRY TYKOLIS, PRESIDENT
Name & Title


Witness

CHANTAL FERRON - Book Keeper
Name & Title