

CORPORATION OF THE TOWN OF RENFREW
BY-LAW NO. 15-2018

Being a by-law to award a tender and authorize the Mayor and Clerk to execute an agreement with Bonnechere Excavating Inc. (BEI) for the reconstruction of Part A – Downtown Highway 60 and Part B – Downtown Connector Streets.

WHEREAS under Section 11 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the Corporation of the Town of Renfrew has the authority to pass by-laws to enter into agreements; and

WHEREAS the Town of Renfrew made a successful application to the 2017/2018 Connecting Link Program and obtained \$3M towards the reconstruction of Downtown Highway 60; and

WHEREAS public tenders were requested for the reconstruction of Part A – Downtown Highway 60 and Part B – Downtown Connector Streets based on project design drawings and specifications prepared by Jp2g Consultants Inc.; and

WHEREAS the tender submitted by Bonnechere Excavating Inc. (BEI) is recommended for adoption by the Development & Works Committee.

NOW THEREFORE the Council of the Corporation of the Town of Renfrew hereby enacts:


1. **THAT** the Council of the Corporation of the Town of Renfrew approve of the awarding of the tender from Bonnechere Excavating Inc. (BEI) for the reconstruction of Part A – Downtown Highway 60 and Part B – Downtown Connector Streets, in the amount of \$9,476,072.19, inclusive of non-refundable HST.
2. **THAT** the Mayor and Clerk be and are hereby authorized on behalf of the Corporation of the Town of Renfrew to execute an agreement with Bonnechere Excavating Inc. (BEI) in the form attached hereto as Schedule “A” and forming part of this By-Law as if fully recited herein.
3. **THAT** the Mayor and Clerk be empowered to do and execute all things, papers and documents necessary to the execution of the said agreement.
4. **THAT** this By-law shall come into force and take effect immediately upon the passage thereof.

Read a first and second time this 13th day of March, 2018.

Read a third time and finally passed this 13th day of March, 2018.



Don Eady, Mayor



Kim R. Bulmer, Clerk

A complete copy of the Contract (Highway 60 - Downtown and Connector Street Reconstruction) is on file in both the Development & Works Department and Clerk's Department.

**HIGHWAY 60 - DOWNTOWN
& CONNECTOR STREET RECONSTRUCTION**

CONTRACT NO. 01-2018

CONTRACT AGREEMENT

THIS AGREEMENT made in duplicate this 13 day of March, 2018

between: Bonnechere Excavating Inc. of the
Town of Renfrew in the
County of Renfrew, Province of Ontario

Hereinafter called the "Contractor"
THE PARTY OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF RENFREW
Hereinafter called "The Corporation"
THE PARTY OF THE SECOND PART

WITNESSETH, That the party of the first part, for and in consideration of the payment or payments specified in the Tender for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to the satisfaction of the Contract Administrator, to do all the work as described hereafter, furnish all the materials except as otherwise specified, and to complete such works in strict accordance with the Plans, Specifications and Tender herefore, which are identified and acknowledged in the Schedule of Plans, Specifications and General Conditions attached to the Tender document and all of which are to be completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

DESCRIPTION OF THE WORKS:

For the project is a two-part project consisting of:

Part A - Highway 60 - Downtown Reconstruction from Lochiel Street South to Hall Avenue East, including: paving and grading, monolithic concrete curb and sidewalks, storm sewer works, water works, landscaping and street scaping, street lighting, traffic signal upgrades, site restorations and line painting. Total road length of approximately 1,350 m.

Part B - Connector Streets - Reconstruction of 10 single block connector streets off Highway 60 including: paving and grading, monolithic concrete curb and sidewalks, rock excavation, storm sewer works, water works, sanitary works, landscaping, site restoration and line painting. Total road length of approximately 690 m.

The Contractor further agrees that he will deliver the whole of the works completed in accordance with this Agreement within the time stipulated in the General Special Provisions entitled "Liquidated Damages".



COPY

Town of Renfrew
127 Raglan Street South
Renfrew, On
K7V 1P8

March 19, 2018

Attention: Mr. Michel J. Asselin, P.Eng.
Director of Development and Works


**RE: Town of Renfrew
Contract 01-2018
Highway 60 – Downtown and Connector Street Reconstruction**

Dear Sir;

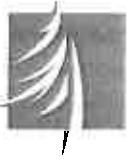
We are in receipt of the award for Contract 01-2018. Please find attached the following documentation;

- Signed and sealed contract (3 copies)
- Performance Bond
- L & M Payment Bond
- Insurance Certificate
- Notice of Project
- WSIB Clearance Certificate

If you have any questions, please contact the undersigned. We look forward to working with the Town of Renfrew.

Yours truly,

Donald Andrews
Bonnechere Excavating Inc.

Bonnechere Excavating Inc. P.O. Box 705, Renfrew, Ontario K7V 4H2
Phone: (613) 432-1120 Fax: (613) 432-1140 Email: mainoffice@bonnechereexcavating.com



TRISURA®

PERFORMANCE BOND

Bond No. TCS0291418

Bond Amount: \$10,522,760.98

Bonnechere Excavating Inc. as Principal, hereinafter called the Principal, and Trisura Guarantee Insurance Company a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Renfrew as Oblige, hereinafter called the Oblige, in the amount of Ten Million Five Hundred Twenty Two Thousand Seven Hundred Sixty---98/100 Dollars (\$10,522,760.98) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written contract with the Oblige, dated March 13, 2018 for Highway 60 - Downtown & Connector Street Reconstruction, Contract No. 01-2018 hereinafter referred to as the Contract.

The condition of this obligation is such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Oblige to be, in default under the Contract, the Oblige having performed the Oblige's obligations thereunder, the Surety shall promptly:

- 1) remedy the default, or;
2) complete the Contract in accordance with its terms and conditions or;
3) obtain a bid or bids for submission to the Oblige for completing the Contract in accordance with its terms and conditions and upon determination by the Oblige and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Oblige and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay to complete the Principal's obligations in accordance with the terms and conditions of the Contract and to pay those expenses incurred by the Oblige as a result of the Principal's default relating directly to the performance of the work under the Contract, less the balance of the Contract price; but not exceeding the Bond Amount. The balance of the Contract price is the total amount payable by the Oblige to the Principal under the Contract, less the amount properly paid by the Oblige to the Principal, or;
4) pay the Oblige the lesser of (1) the Bond Amount or (2) the Oblige's proposed cost of completion, less the balance of Contract price.

It is a condition of this bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of (1) the date of Substantial Performance of the Contract as defined in the lien legislation where the work under the Contract is taking place, or, if no such definition exists, the date when the work is ready for use or is being used for the purpose intended, or (2) the date on which the Principal is declared in default by the Oblige.

The Surety shall not be liable for a greater sum than the Bond Amount.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Oblige named herein, or the heirs, executors, administrators or successors of the Oblige.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated March 16, 2018.

SIGNED and SEALED

in the presence of

Bonnechere Excavating Inc.

Signature

MARK ENRIGHT
Name of Person Signing

Trisura Guarantee Insurance Company

Signature

Chris Curry Attorney-in-Fact



Copyright 2002

Canadian Construction Documents Committee

(CCDC 221 - 2002 has been approved by the Surety Association of Canada)

A member of the Brookfield group of companies

Table with 6 columns: Vancouver, Calgary, Toronto, Montreal, Québec, Halifax. Each column contains address, telephone, and fax numbers for the respective office.



LABOUR AND MATERIAL PAYMENT BOND (TRUSTEE FORM)

Bond No. TCS0291418

Bond Amount \$5,261,380.49

Bonnechere Excavating Inc. as Principal, hereinafter called the Principal, and **Trisura Guarantee Insurance Company** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **Town of Renfrew** as Obligee, hereinafter called the Obligee, in the amount of **Five Million Two Hundred Sixty One Thousand Three Hundred Eighty---49/100 Dollars (\$5,261,380.49)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated **March 13, 2018** for **Highway 60 - Downtown & Connector Street Reconstruction, Contract No. 01-2018** in accordance with the Contract Documents submitted, and which are by reference made part hereof and are hereinafter referred to as the Contract.

The Condition of this obligation is such that, if the Principal shall make payment to all Claimants for all labour and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant for the purpose of this Bond is defined as one having a direct contract with the Principal for labour, material, or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract provided that a person, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall only be a Claimant to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract. The prevailing industrial rental value of equipment shall be determined, insofar as it is practical to do so, by the prevailing rates in the equipment marketplace in which the work is taking place.
2. The Principal and the Surety, hereby jointly and severally agree with the Obligee, as Trustee, that every Claimant who has not been paid as provided for under the terms of its contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of its contract with the Principal and have execution thereon. Provided that the Obligee is not obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding, then such act, action or proceeding, shall be taken on the understanding and basis that the Claimants, or any of them, who take such act, action or proceeding shall indemnify and save harmless the Obligee against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligee by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants, or any of them may use the name of the Obligee to sue on and enforce the provisions of this Bond.
3. It is a condition precedent to the liability of the Surety under this Bond that such Claimant shall have given written notice as hereinafter set forth to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the amount claimed, and that such Claimant shall have brought suit or action in accordance with this Bond, as set out in sub-clauses 3 (b) and 3 (c) below, Accordingly, no suit or action shall be commenced hereunder by any Claimant:
 - a) unless such notice shall be served by mailing the same by registered mail to the Principal, the Surety and the Obligee, at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or Territory in which the subject matter of the Contract is located. Such notice shall be given.
 - i) in respect of any claim for the amount or any portion thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal, or under the lien Legislation applicable to the Claimant's contract with the Principal, whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal;
 - ii) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal;
 - b) after the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract;
 - c) other than in a Court of competent jurisdiction in the Province or Territory in which the work described in the Contract is to be installed or delivered as the case may be and not elsewhere, and the parties hereto agree to submit to the jurisdiction of such Court.

A member of the Brookfield group of companies

Vancouver 1055 West Georgia St., Suite 3020, Royal Centre, Box 11160 Vancouver, BC V6E 3R5 Tel: 604.688.5641 Fax: 604.688.5826	Calgary TD Canada Trust Tower 421 - 7 th Avenue SW Suite 3730 Calgary, AB T2P 4K9 Tel: 403.663.3343	Toronto Bay Adelaide Centre 333 Bay Street, Suite 1610, Box 22 Toronto, ON M5H 2R2 Tel: 416.214.2555 Fax: 416.214.9597	Montreal 1501 McGill College Ave. Suite 1620 Montreal, QC H3A 3M8 Tel: 514.845.4555 Fax: 514.845.6876	Québec 979 De Bourgogne Ave. Suite 340 Québec (Québec) G1W 2L4 Tel: 418.650.2544 Fax: 514.845.6876	Halifax 201 Brownlow Ave., Ste 4 Dartmouth, NS B3B 1W2 Tel: 902.468.1627 Tel: 902.468.6889 Fax: 416.214.9597
---	--	---	--	---	---




4. The Surety agrees not to take advantage of Article 2365 of the Civil Code of the Province of Quebec in the event that, by an act or an omission of a Claimant, the Surety can no longer be subrogated in the rights, hypothec and privileges of said Claimant.
5. Any material change in the contract between the Principal and the Oblige shall not prejudice the rights or interest of any Claimant under this Bond, who is not instrumental in bringing about or has not caused such change.
6. The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of claims made under the applicable lien legislation or legislation relating to legal hypothecs, whether or not such claim is presented under and against this Bond.
7. The Surety shall not be liable for a greater sum than the Bond Amount.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated **March 16, 2018**.

SIGNED and SEALED
in the presence of

Bonnechere Excavating Inc.



Signature
MARK ENRIGHT

Name of Person Signing

Trisura Guarantee Insurance Company



Signature
Chris Curry, Attorney-in-Fact



Copyright 2002

Canadian Construction Documents Committee

(CCDC 222 – 2002 has been approved by the Surety Association of Canada) *A member of the Brookfield group of companies*

Vancouver

1055 West Georgia St.,
Suite 3020,
Royal Centre, Box 11160
Vancouver, BC V6E 3R5
Tel: 604.688.5641
Fax: 604.688.5826

Calgary

TD Canada Trust Tower
421 - 7th Avenue SW
Suite 3730
Calgary, AB T2P 4K9
Tel: 403.663.3343

Toronto

Bay Adelaide Centre
333 Bay Street,
Suite 1610, Box 22
Toronto, ON M5H 2R2
Tel: 416.214.2555
Fax: 416.214.9597

Montreal

1501 McGill College Ave.
Suite 1620
Montreal, QC
H3A 3M8
Tel: 514.845.4555
Fax: 514.845.6876

Québec

979 De Bourgogne Ave.
Suite 340
Québec (Québec)
G1W 2L4
Tel: 418.650.2544
Fax: 514.845.6876

Halifax

201 Brownlow Ave., Ste 4
Dartmouth, NS
B3B 1W2
Tel: 902.468.1627
Tel: 902.468.6889
Fax: 416.214.9597

CSIO CERTIFICATE OF INSURANCE

BROKER:
PETRELA WINTER & ASSOCIATES

 12-14 Bruce Park Avenue
 Toronto, Ontario M4P 2S3

DATE: March 16, 2018

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverages afforded by the policies below.

NAMED INSURED:
BONNECHERE EXCAVATING INC.

 1 Innovation Drive
 Renfrew, Ontario
 K7V 3Z4

Company Letter

A ROYAL & SUN ALLIANCE INSURANCE COMPANY

COVERAGES: This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.
 LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Co. Ltr	TYPE OF INSURANCE	POLICY NUMBER	POLICY TERM (YY/MM/DD)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY Cross Liability Clause included	COM 051509549	17/03/31 to 18/03/31	EACH OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS-COMP/OP AGG \$2,000,000 TENANTS LEGAL LIABILITY \$1,000,000 NON-OWNED AUTO \$2,000,000
A	AUTOMOBILE LIABILITY ALL OWNED AUTOS	CAP 051479205	17/03/31 to 18/03/31	BODILY INJURY & PROPERTY DAMAGE \$2,000,000 COMBINED SINGLE LIMIT
A	UMBRELLA LIABILITY	COM 051509549	17/03/31 to 18/03/31	EACH OCCURRENCE \$13,000,000 AGGREGATE \$13,000,000

ADDITIONAL INSURED:

 THE CORPORATION OF THE TOWN OF RENFREW
 Jp2g CONSULTANTS INC.
 LASHLEY AND ASSOCIATES CORPORATION
 RENFREW HYDRO INC.
 MUNICIPAL LAW ENFORCEMENT SERVICES
 GEMTEC CONSULTING ENGINEERS AND SCIENTISTS
 It is understood and agreed that the above is (are) added as Additional Insured(s) to the General Liability policy but only with respect to liability arising out of the operations of The Named Insured as it relates to the captioned project.

DESCRIPTION OF OPERATIONS/PROJECT:

 Highway 60 - Downtown & Connector Street Reconstruction
 Contract No. 01-2018

CERTIFICATE HOLDER:

 Town of Renfrew
 127 Region Street South
 Renfrew, Ontario
 K7V 4M3

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agent or representative.

AUTHORIZED REPRESENTATIVE




Ministry of Labour

Post a signed copy at the project

Notice of Project
The Occupational Health and Safety Act

Table with 2 columns: Notice of Project Number (18eN382590), For MOL Use Only

The following Notice of Project is given pursuant to the Occupational Health and Safety Act (OHSA) under the Regulation for Construction Projects, made thereunder.

Section A - Constructor Information

Table with 2 columns: Constructor Operating Name (BONNECHERE EXCAVATING INC.), Business Number (123798712rt0001)

Constructor Legal Name: BONNECHERE EXCAVATING INC.

Head Office Address

Table with 5 columns: Unit Number (705), Street Number (1), Street Name (Innovation), Street Type (Dr), Street Direction (e.g. East)

Route Type and Route Number, Other Address Text (PO Box, Care of Line, etc.)

Table with 4 columns: City/Town (Renfrew), Province/State (Ontario), Postal/Zip Code (K7V 4H2), Country (CA)

Table with 4 columns: Telephone Number (613-432-1120), Fax Number (613-432-1140), Email Address, Company Official Last Name (Enright)

Table with 3 columns: Company Official First Name (Mark), Company Official Position or Title (PRESIDENT)

Table with 3 columns: WSIB Firm Number (638061), WSIB Account Number (8807876), WSIB Rate Group (711)

Section B - Project Information

Project Address

Table with 5 columns: Unit Number, Street Number, Street Name, Street Type, Street Direction (e.g. East)

Table with 3 columns: Route Type and Route Number, Lot, Plan and/or Location Description (Raglan Street), GPS Coordinates (WGS 1984) (Latitude, Longitude)

Table with 5 columns: City/Town (Renfrew), County (Renfrew), Province (Ontario), Postal Code (K7V1P8), Country (CA)

Table with 3 columns: Project Start Date (2018/04/16), Project End Date (2020/05/29), Estimated Total Cost of Labour and Materials for the Project (\$)

Table with 3 columns: Supervisor of Project Last Name (Mullin), Supervisor of Project First Name (Neil), Project Telephone Number

Anticipated number of workers regularly on the project: 1-5, 6-19, 20-49 (checked), 50 and over

Type of Construction (Select one): New Construction, Renovation, Alteration, Demolition, Repair or Restoration (checked)

Description of Project (Attach map of locations and/or boundaries if necessary): Highway 60 - Downtown & Connector Street Reconstruction

Is there an ice road being constructed for this project? Yes, No (checked)

Have you received a list of designated substances located on this project? (Section 30 of the OHSA) Yes, No (checked)

What designated substances may be used, handled or disturbed by work on the project? Acrylonitrile, Arsenic, Asbestos, Benzene, Coke Oven Emissions, Ethylene Oxide, Isocyanates, Lead, Mercury, Silica, Vinyl Chloride

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Principal Address / Adresse de l'entrepreneur principal	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd- mmm-yyyy) / Période de validité (jj/mm/aaaa)
BONNECHERE EXCAVATING INC	PO BOX 705, RENFREW, ON, K7V4H2, CA	4122-000: Waterworks and Sewage Systems 4121-001: Highways, Streets, and Small Bridges 4591-001: Highway, Street, and Bridge Maintenance	The Corporation of the town of Renfrew	127 Raglan Street South., Renfrew, ON, CAN	E200000DWLEL	06-Mar-2018 to 19- May-2018