

CORPORATION OF THE TOWN OF RENFREW
BY-LAW NO. 59-2017

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 Plaunt Street Phase 2.

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 Clean Water and Wastewater Fund (CWWF) for the rehabilitation of Plaunt Street Phase 2; and

WHEREAS public tenders were requested for the rehabilitation of Plaunt Street Phase 2 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:

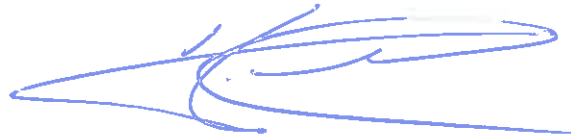
1. **THAT** the Council of the Corporation of the Town of Renfrew approve of the awarding of the tender from Bonnechere Excavating Inc. (BEI) for the rehabilitation of Plaunt Street Phase 2 in the amount of \$2,946,754.57, inclusive of non-refundable HST.
2. **THAT** the Mayor and Clerk be and are hereby 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 22nd day of August, 2017.

Read a third time and finally passed this 22nd day of August, 2017.



Don Eady, Mayor



Kim R. Bulmer, Clerk

SCHEDULE "A" TO BY-LAW NO. 59-2017

CA-1

**PLAUNT STREET RECONSTRUCTION
PHASE 2
FROM RAILWAY AVENUE WESTERLY TO
CUL-DE-SAC 0.50 KM AND
MUNROE AVENUE E. FROM PLAUNT STREET
NORTHERLY 0.15 KM TO RAVINE**

CONTRACT NO. 11-2017

CONTRACT AGREEMENT

THIS AGREEMENT made in duplicate this 28 day of AUGUST 2017

between:

BONNECHERE EXCAVATING INC. of the
1 INNOVATION DR, 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 Plaunt Street Reconstruction, Phase 2 from Railway Avenue westerly to cul-de-sac 0.5 km and Munroe Avenue E. from Plaunt Street northerly 0.15 km to Ravine. All works in the Town of Renfrew.

Works include but are not limited to paving and grading, concrete curbs, concrete sidewalks, sanitary sewer works, storm sewer works, storm sewer outfall works, water works, rock excavation, house services, restorations, line painting and landscaping.

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"

The Contractor agrees that any monies due the Corporation as a result of non-completion of the works within the time stipulated may be deducted from any monies due the Contractor on any account whatsoever.

IN CONSIDERATION WHEREOF, Said party of the second part agrees to pay the Contractor for all work done, based on the unit prices of the Tender.

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the parties hereto.

Acceptance of the Contractor's offer by the Corporation and execution of this Agreement by the Contractor shall constitute a legally binding agreement between both parties.

IN WITNESS WHEREOF, the Contractor and the Corporation have hereto signed their names and set their seals on the day first above written.




Signature of Contractor Witness
and position held
or Corporation Seal



Signature of Contractor

TOWN OF RENFREW

Seal of the Municipal Corporation



Signature of designated Municipal Officer
and position held *DON JACO, MAYOR*



Signature of designated Municipal Officer
and position held *Kim BULMER, CLERK*