

CORPORATION OF THE TOWN OF RENFREW  
BY-LAW NO. 86-2017

Being a by-law to authorize the Mayor and Clerk to execute an agreement with Corington Engineering Ltd. for the rehabilitation of the Swinging Bridge.

**WHEREAS** Sections 8 (1) and 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provide that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues and has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

**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 2017 capital budget included an allowance for Swinging Bridge rehabilitation; and

**WHEREAS** through a public process, the Town of Renfrew released a Tender which closed on December 5, 2017; and

**WHEREAS** the tender submitted by Corington Engineering Ltd. is recommended for adoption by Development & Works Department staff.


**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 Corington Engineering Ltd. for the rehabilitation of the Swinging Bridge in the amount of \$137,276.28, 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 do and execute all things, papers and documents necessary to the execution of this award.
3. **THAT** this By-law shall come into force and take effect immediately upon the passage thereof.

Read a first and second time this 12<sup>th</sup> day of December, 2017.

Read a third time and finally passed this 12<sup>th</sup> day of December, 2017.

  
\_\_\_\_\_  
Don Eady, Mayor

  
\_\_\_\_\_  
Kim R. Bulmer, Clerk

**SWINGING BRIDGE INTERIM REPAIRS  
TOWN OF RENFREW**

**CONTRACT NO. 14-2017**

**SECTION "C"**

**CONTRACT AGREEMENT**

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PROJECT:

TOWN OF RENFREW

SWINGING BRIDGE INTERIM REPAIRS

CONTRACT NO. 14-2017

THIS AGREEMENT made in triplicate this 4th day of JANUARY in the year 2017.

BETWEEN:

CORINGTON ENGINEERING INC.

(Hereinafter called the "Contractor") of the first part.

and

The Town of Renfrew

(Hereinafter called the "Town") of the second part.

WITNESSETH that the Contractor and the Town, for the considerations hereinafter indicated, undertake and agree as follows:

ARTICLE I

- a) This contract is for miscellaneous bridge interim repair work in accordance with details set out more specifically hereafter and as shown on the accompanying Contract plans.
b) The following documents, which have been signed or initialed in triplicate for identification by both parties, are to be read herewith and form part of this present agreement for each Contract as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied herein:
1. This Agreement
2. Information for Tenderers
3. Form of Tender
4. General Conditions of Contract (including Supplementary General Conditions)
5. Special Provisions
6. Addendum No. \_\_\_ to No. \_\_\_
7. Ontario Provincial Standard Specifications and Drawings
8. Contract Plans

**ARTICLE II**

The Contractor undertakes and agrees as follows:

- a) To provide, at his own expense, all and every kind of labour, machinery, plant, structures, roadways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out elsewhere in this Contract and shall forthwith according to the instructions of the Contract Administrator commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Town within the time specified in the Contract.
- b) To grant the Town the right to use completed portions of all Contract construction prior to completion of the Contract without any additional compensation.

**ARTICLE III**

The Town undertakes and agrees as follows:

- a) To pay the Contractor in lawful money of Canada for the performance of the work of the Contract (subject to additions and deductions as provided in the General Conditions of the Contract) at the unit prices set out in the schedule of unit prices, as described in the Form of Tender, annexed to this Agreement. It is estimated (without limiting the foregoing) that the aggregate payable under this Agreement will be in the amount of \$152,439.26 Dollars (Including HST) based on the unit prices bid and applied to the measurements of the work.
- b) To make payments on account thereof upon the certificate of the Contract Administrator (when the Contract Administrator is satisfied that payments due to Subcontractors have been made) as follows:
  - (i) On the 25<sup>th</sup> day of each calendar month, the Contractor shall prepare and deliver to the Contract Administrator, for checking, a written estimate of the value of the labour and material incorporated in the work of the Contract up to the 25<sup>th</sup> day of that month. The Contract Administrator shall, by the first day of the following month, issue in favour of the Contractor a certificate for ninety percent (90%) of the value of labour and materials incorporated in the work up to the 25<sup>th</sup> day of the previous month as estimated by the Contractor and approved by the Contract Administrator, less the aggregate of previous payments. Within thirty (30) days after delivery by the Contract Administrator to the Town of each approved certificate, the Town shall pay to the Contractor the amount of the monies owing.
  - (ii) Payment by the Town of the ten percent (10%) holdback shall be in accordance with the Construction Lien Act, and the provision of the following:
    - 1. A satisfactory certificate of clearance from the Workplace Safety Insurance Board.

2. A statutory declaration completed by a signing officer of the company (Contractor) in a form satisfactory to the Contract Administrator that all liabilities incurred by the Contractor and his Subcontractors in carrying out the Contract have been paid and that there are no liens, garnishes, attachments of claims relating to the work.

#### ARTICLE IV

In the event that the Tender provides for and contains a contingency allowance, it is understood and agreed that such contingency allowance is merely for the convenience of accounting by the Town, and the Contractor is not entitled to payment thereof except for extra or additional work carried out by him in accordance with the Contract and only the extent of such extra or additional work as approved in writing by the Town.

#### ARTICLE V

No implied Contract of any kind whatsoever by or on behalf of the Town shall arise or be implied from anything in this Contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Town shall be the only covenants and agreements upon which any rights against the Town may be founded.

#### ARTICLE VI

The Contractor declares that in tendering for the works and in entering into this Contract, he has either investigated for himself the character of the work and all local conditions that might affect his Tender or his acceptance of the work, or that not having so investigated, he is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfill, than was contemplated or known when the Tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever by the Town or Contract Administrator, being aware that any information from such sources was not in any manner warranted or guaranteed by the Town.

#### ARTICLE VII

The Contractor and the Town for themselves, their successors, and assigns, hereby undertake and agree to the full performance of the covenants contained herein and in the Contract documents as listed in Article 1 herein.

#### ARTICLE VIII

The Contractor further agrees that he will deliver the whole of the works completed in accordance with this agreement on or before **May 31, 2018**, and shall not close the bridge to pedestrian use after this

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date. Only concrete repairs to the north pier will be permitted to be completed after this date (while bridge is open to pedestrians) if spring water levels are too high to complete the work at that time.

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

**ARTICLE IX**

If and whenever either party hereto desires to give notice to the other party under or in connection with this Agreement, such notice will be effectively given if sent by registered mail

To the Contractor at: CORINGTON ENGINEERING INC.  
914 GILLAN ROAD  
RENFREW, ON K7V 3Z4

To the Town at: The Town of Renfrew  
127 Raglan Street South  
Renfrew, ON K7V 1P8

And to the Contract Administrator at: WSP Canada Inc.  
2611 Queensview Drive  
Ottawa ON, K2H 8R2

and will be considered as having been so given at the time of the deposit hereof in the post office.

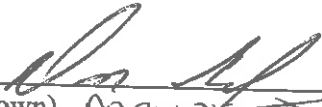
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In witness whereof, the parties hereto have executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED  
In the presence of



\_\_\_\_\_  
(SEAL) (Contractor)



\_\_\_\_\_  
(SEAL) (Town) Mayor, Don Eady



\_\_\_\_\_  
(Town) Clerk, Kim Bulmer