

CORPORATION OF THE TOWN OF RENFREW  
BY-LAW NO. 16-2016

Being a by-law to award a tender and authorize the Mayor and Clerk to execute an agreement with Cavanaugh Construction Ltd. for the rehabilitation of Plaunt Street South.

**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 Small Communities Fund (SCF) for the rehabilitation of Plaunt Street South; and

**WHEREAS** public tenders were requested for the rehabilitation of Plaunt Street South based on project design drawings and specifications prepared by Jp2g Consultants Inc.; and

**WHEREAS** the tender submitted by Cavanaugh Construction Ltd. is recommended for adoption by staff of the Development & Works Department.

**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 Cavanaugh Construction Ltd. for the rehabilitation of Plaunt Street South.
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 Cavanaugh Construction Ltd. 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 22<sup>nd</sup> day of March, 2016.

Read a third time and finally passed this 22<sup>nd</sup> day of March, 2016.



Peter R. Emon, Acting Mayor



Kim R. Bulmer, Clerk

**PLAUNT STREET RECONSTRUCTION  
PHASE I  
RAILWAY AVENUE TO HALL AVENUE 0.5 km**

**PROJECT NO. 02-2016**

**CONTRACT AGREEMENT**

THIS AGREEMENT made in duplicate this 23 day of MAY, 2016

between: THOMAS CAVANAGH CONSTRUCTION LTD of the  
MUNICIPALITY OF MISSISSIPPI MILLS in the  
County of LAMBTON, 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 hereof, 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 I, from Railway Avenue to Hall Avenue (0.5 km). All works in the Town of Renfrew.

Works include but are not limited to: hot mix paving and grading, rock excavation, concrete curbs, concrete sidewalks, line painting, storm sewer replacement, watermain replacement, sanitary sewer replacement, house service connections, 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 *Doniady Maxon*

  
\_\_\_\_\_  
Signature of Designated Municipal Officer  
and position held *Kim R. Berman, Clerk*