

CORPORATION OF THE TOWN OF RENFREW  
BY-LAW NO. 74-2016

Being a By-Law to authorize the Mayor and Clerk to execute an agreement with Grant A. Crozier Excavating Ltd. for the reconstruction of Baldwin Street.

**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 has received formula-based funding in 2016 through the Ontario Community Infrastructure Fund (OCIF) and has identified these funds for the reconstruction of Baldwin Street; and

**WHEREAS** public tenders were requested for the reconstruction of Baldwin Street based on project design drawings and specifications prepared by .exp Consulting Services; and

**WHEREAS** the tender submitted by Grant A. Crozier Excavating 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 Grant A. Crozier Excavating Ltd. in the amount of \$465,689.38, inclusive of non-refundable HST, for the reconstruction of Baldwin Street.
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 Grant A. Crozier Excavating 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 11<sup>th</sup> day of October, 2016.

Read a third time and finally passed this 11<sup>th</sup> day of October, 2016.

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

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

**SCHEDULE "A" TO BY-LAW 74-2016**

**SECTION "C"  
AGREEMENT**

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# AGREEMENT

THIS AGREEMENT made in TRIPLICATE this 28<sup>th</sup> day of OCTOBER 20 16

BETWEEN Town of Renfrew  
(hereinafter called the Owner)

OF THE FIRST PART

AND GRANT A. PROZIER EXCAVATING LTD.  
(hereinafter called the Contractor)

OF THE SECOND PART

WITNESSES that the Owner and the Contractor agree as follows:

## 1.0 DESCRIPTION OF WORK

1.1 The Contractor in consideration of the fulfilment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

a) The work is described as follows:

The work includes but is not limited to ditching, new concrete curbs, asphalt and concrete sidewalks including the replacement of the existing roadway including granular and asphalt courses for Baldwin Street in Renfrew, Ontario as shown on the construction plan set.

b) The Contractor shall, except as otherwise specifically provided, at his/her own expense, provide all and every kind of labour, machinery, plant, structures, roadways, materials, appliances, articles, and things necessary for the due execution of all the work set out in this Contract and shall forthwith according to the instruction of the Contract Administrator, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular way within the number of working days.

## 2.0 ORDER OF PRIORITY

2.1 The documents listed below are the Contract Documents, which make up the contract between the Owner and the Contractor.

- a) Agreement
- b) Contract Negotiations (where applicable)
- c) Addenda (where applicable)
- d) Special Provisions
- e) Contract Drawings (As identified in the documents)
- f) Standard Specifications (As identified in the documents)
- g) Tender
- h) OPS General Conditions of Contract
- i) Working Drawings (where applicable)
- j) Cost Savings Form

## 3.0 WRITTEN CONSENT

3.1 The Contractor shall not, without the consent in writing from the Owner and without restricting

in any way the provisions of the OPS General Conditions of Contract make any assignment of any part or the whole of any monies due or to become due under the provisions of this Contract.

#### 4.0 COVENANTS

- a) The Owner covenants with the Contractor, that the Contractor having in all respects complied with the provisions of this Contract, will be paid the sum (Total Contract Sum excluding H.S.T.) of Dollars (\$ 457,635 ), and in writing, \$ FOUR HUNDRED + FIFTY SEVEN THOUSAND SIX HUNDRED + THIRTY-FIVE subject to the provision that the Owner may make payments on account monthly or otherwise as may be provided in the contract documents.
- b) This Contract is based on unit prices and all quantities will be measured and recorded. Payment Certificates / Progress Payments, minus a 10% hold back, shall be made according to OPSS GC 8.02.03.01. Payment shall be made to the Contractor within thirty (30) days after the Progress Claim is certified by the Contract Administrator and approved by the Owner.

#### 5.0 COMMUNICATIONS

- 5.1 Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other then the following addresses shall be used:

**The Owner:**

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

**The Contractor:**

GRANT A. CHOZIER EXCAVATING LTD.  
60 BTEVILLE ROAD  
RENFREW, ON

**The Contract Administrator:**

exp Services Inc.  
100-2650 Queensview Drive  
Ottawa, ON K2B 8H6

#### 6.0 CONTRACTORS AGREEMENT

- 6.1 A copy of each of the Agreement, Addenda (where applicable), Special Provisions, Standard Specifications, and Tender is hereto annexed and together with the Contract Drawings relating thereto and listed in the Specifications are made part of this Contract as fully to all intents and purposes as though recited in full herein.

#### 7.0 OTHER AGREEMENTS

- 7.1 No implied contract of any kind whatsoever by or on behalf of the Owner 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 Owner shall be the only covenants and agreements upon which any rights against the Owner may be founded.

## **8.0 TIME OF THE CONTRACT**

- 8.1 The Contractor shall give 14 days notice prior to the proposed Construction commencement. No construction shall begin until receiving the Owner's written order to proceed.
- 8.2 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 fulfil, than was contemplated or known when the tender was made or the Contract signed.

## **9.0 CONTRACTORS INVESTIGATION**

- 9.1 The Contractor also declares that he/she did not and does not rely upon information furnished by any methods whatsoever, by the Owner or its officer or employees, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Owner.

## **10.0 LIQUIDATED DAMAGES**

- 10.1 It is agreed by the parties in the contract that in case all work called for under the Contract is not finished or completed within the date as set forth in the Special Provisions, damage will be sustained by the Town and that it is said will be impracticable and extremely difficult to ascertain and determine the actual damage which the Town will sustain in the event of and by any reason of such delay and the parties here to agree that the Contractor will pay to the "Town of Renfrew" the sum of Five Hundred Dollars (\$500.00) for liquidated damages for each and every calendar day's delay in finishing the work beyond the noted completion date, except Saturdays, Sundays and Statutory holidays, and it is agreed that this amount is an estimate of the actual damage to the Town which will accrue during the period in excess of the prescribed completion date(s).
- 10.2 The Town may deduct any amount due under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Town. The Contractor shall not be assessed with liquidated damages for any delay caused by Acts of God, or of the Public Enemy, Acts of Province or any Foreign State, Fire, Flood, Epidemics, Quarantine Restrictions, Embargoes or any delays of Sub-Contractor's due to such causes.

**11.0 CONTRACT SIGNATURES**

11.1 This Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

11.2 The effective date of the Contract is the date of acceptance of the Contractor's tender.

**IN WITNESS WHEREOF** the Owner and the Contractor have caused this agreement to be executed by their duly authorized representatives:

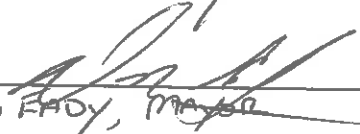
Signed and Sealed by the Contractor  
in the presence of

\_\_\_\_\_  
Witness signs here


  
\_\_\_\_\_  
Contractor signs and Seal here

\_\_\_\_\_  
Date

*Oct 25/16.*

\*   
\_\_\_\_\_  
Don FADY, Mayor

\_\_\_\_\_  
Witness signs here

  
\_\_\_\_\_  
Owner signs and Seal here *Don R. Bulmer, Clerk*

\_\_\_\_\_  
Date

*OCTOBER 28, 2016*