

CORPORATION OF THE TOWN OF RENFREW
BY-LAW NO. 15-2016

Being a by-law to award a tender and authorize the Mayor and Clerk to execute an agreement with Goldie Mohr Construction Ltd. for the rehabilitation of Highway 60.

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 Ontario Community Infrastructure Fund (OCIF) for the rehabilitation of Highway 60, known locally as Veterans' Memorial Boulevard/O'Brien Road; and

WHEREAS public tenders were requested for the rehabilitation of Highway 60 based on project design drawings and specifications prepared by McIntosh Perry Consulting Engineers Limited; and

WHEREAS the tender submitted by Goldie Mohr 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 Goldie Mohr Construction Ltd. for the rehabilitation of Highway 60.
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 Goldie Mohr 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 22nd day of March, 2016.

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



Peter R. Emon, Acting Mayor



Kim R. Bulmer, Clerk

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made on the 8th day of April in the year 2016.

by and between

The Corporation of the Town of Renfrew
hereinafter called the "Owner"

and

Goldie Mohr Ltd.
hereinafter called the "Contractor"

The Owner and the Contractor agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

- 1.1 perform the work by the Contract Documents for the: rehabilitating approximately 1.6 km of Highway 60 located between Hall Avenue and Gillan Road. Work includes milling and resurfacing the paved platform, full depth joint repairs, extending the westbound right turn lane at Hall Street, intersection improvements at both New Street and 6th Street, adding curbs, multi-use pathways, concrete sidewalks, catch basins and culverts. Work also includes replacement of existing sections of watermain, storm sewer and sanitary sewer.

located at Renfrew, Ontario insert above the title of the work

insert above the place of the work

which have been signed by the parties, and for which McIntosh Perry Consulting Engineers Limited

insert above the name of the Consultant if applicable
is acting as and is hereinafter called the "Consultant" and

- 1.2 do and fulfill everything indicated by the Agreement.
- 1.3 complete the Work by October 28, 2016 and subject to adjustment in Contract Time as provided for in the Contract Documents, and agree to pay Liquidated Damages each and every day's delay beyond the aforementioned time limit in the amount(s) pursuant to GC8.02.09 of the General Conditions of Contract.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 The *Contract* supersedes all prior negotiations, representations, or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.
- 2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

- 3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE WORK:
- Agreement Between *Owner* and *Contractor*
 - The General Conditions of Contract
 - Information for Tenderers
 - Form of Tender
 - Special Provisions for Items
 - Ontario Provincial Standard Specifications
 - Addenda
 - Contract Drawings

ARTICLE A-4 CONTRACT PRICE

- 4.1 The quantities shown in the Schedule of Contract Unit Prices are estimated. The *Contract Price* shall be the final sum of the products of the actual quantities that are incorporated in, or made necessary by the *Work*, as confirmed by count and measurement, and the appropriate Contract Unit Prices, together with any adjustments that are made in accordance with the provisions of the *Contract Documents*.
- 4.2 The Estimated Contract Price shall be the sum of the products of the estimated quantities and the appropriate Contract Unit Prices in the Schedule.
- 4.3 Schedule of Contract Unit Prices are in the Form of Tender.
- 4.4 Estimated *Contract Price*, excluding *Goods and Services Tax* is:
Two Million, One Hundred and Eighty-Eight Thousand, Nine Hundred and Fifty-Five dollars and zero cents
\$ 2,188,955.00
- 4.5 *Harmonized Sales Tax* (13%) payable by the *Owner* to the *Contractor* is:
Two Hundred and Eighty-Four Thousand, Five Hundred and Sixty-Four dollars and Fifteen cents
\$ 284,564.15

- 4.6 Total amount payable by the *Owner* to the *Contractor* for the construction of the *Work* is:
Two Million, Four Hundred and Seventy-Three Thousand, Five Hundred and Nineteen dollars and Fifteen cents \$ 2,473,519.15
- 4.7 All amounts are in Canadian Funds.
- 4.8 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

ARTICLE A-5 PAYMENT

- 5.1 The *Owner* shall pay the *Contractor* in Canadian funds for the performance of the *Contract*, the amount being determined by actual measured quantities of the individual *Work* items contained in the Schedule of Contract Unit Prices in the Form of Tender of this Agreement, and measured in accordance with the methods of measurement given in the Specifications.
- 5.2 Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback of Ten percent (10%), the *Owner* shall, in Canadian funds:
1. make progress payments to the *Contractor* on account of the *Work* performed when due in the amount certified by the *Consultant* including *Goods and Services Tax*, and
 2. upon *Substantial Performance of the Work*, pay to the *Contractor* the unpaid balance of the holdback amount when due, including *Goods and Services Tax*, and
 3. upon the issuance of the final certificate for payment, pay to the *Contractor* the unpaid balance when due, including *Goods and Services Tax*.
- 5.3 In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *Contractor* in accordance with the provisions of GC 6.03.
- 5.4 Interest
1. Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at one percent (1%) per annum above the bank rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be compounded on a monthly basis. The bank rate shall be the rate established by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to the chartered banks.

chartered banks.

2. Interest shall apply at the rate and in the manner prescribed by GC 8.02.03.09 for late payments or GC 8.02.03.10 on the amount of any claim settled pursuant to GC 3.14.

ARTICLE A-6 RIGHTS AND REMEDIES

- 6.1 The duties and obligations imposed by the *Contract Documents* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 6.2 No action or failure to act by the *Owner* or *Contractor* shall constitute a waiver of any right or duty afforded any of them under the *Contract*, nor shall any such actions or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE A-7 LAW OF THE CONTRACT

- 7.1 The law of the place of *Work* shall govern the interpretation of the *Contract*.

ARTICLE A-8 RECEIPT OF AND ADDRESSES FOR NOTICES

- 8.1 Notices in writing between the parties or between them and the *Consultant* shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended by hand or by registered post; or if sent by regular post, to have been delivered within five (5) *Working Days* of the date of mailing when addressed as follows:

The Owner at The Corporation of the Town of Renfrew
street number and postal box number if applicable

127 Raglan Street, Renfrew, Ontario, K7V 1P8

post office or district, province, postal code

The Contractor at Goldie Mohr Ltd.

street number and postal box number if applicable

3862 Moodie Drive, Nepean, Ontario, K2J 5B1

post office or district, province, postal code

The Consultant at McIntosh Perry Consulting Engineers Ltd.

street number and postal box number if applicable

115 Walgreen Road, Carp, Ontario, K0A 1L0

post office or district, province, postal code

ARTICLE A-9 LANGUAGE OF THE CONTRACT

9.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English language shall prevail.

9.2 This Agreement is drawn in English at the request of the parties hereto. La convention présente est rédigée en Anglais à la demande des parties.

ARTICLE A-10 SUCCESSION

10.1 The *Contract Documents* are to be read into and form part of this Agreement and the whole shall constitute the *Contract* between the parties, and subject to the law and the provisions of the *Contract Documents* shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representative, successors, and assigns.

In witness whereof the parties hereto have executed this Agreement and by the hands of their duly authorized representatives.

SIGNED AND DELIVERED

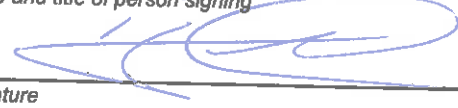
In the presence of:

OWNER

The Corporation of the Town of Renfrew
name of owner


signature

Don Eady, Mayor
name and title of person signing


signature

Kim L. Berman, Clerk
name and title of person signing

CONTRACTOR

Goldie Mohr Ltd.
name of Contractor


signature

DEBORAH MOHR-CALDWELL, DIRECTOR
name and title of person signing

signature

name and title of person signing

- N.B.
- (a) If the Contractor is a corporation an authorized officer of the corporation shall sign the Agreement and shall affix the corporate seal.
 - (b) If the Contractor is a partnership, a minimum of two partners shall sign the Agreement and the signatures shall be witnessed.
 - (c) If the Contractor is a sole proprietorship, the sole proprietorship shall sign the Agreement and the signature shall be witnessed.