

THE CORPORATION OF THE CITY OF BROCKVILLE

BY-LAW NUMBER 38 - 94

BY-LAW TO AUTHORIZE THE ACCEPTANCE OF THE TENDER OF
R & N MAINTENANCE FOR ROUTING, CLEANING AND
SEALING OF APPROXIMATELY 8,000 LINEAL METRES OF RANDOM
CRACKS IN ASPHALT PAVEMENTS IN THE CITY OF BROCKVILLE
IN THE AMOUNT OF FIVE THOUSAND, NINE HUNDRED AND
SIX DOLLARS AND FORTY CENTS (\$5,906.40)

WHEREAS Tenders have been received for City of Brockville
Contract No. 94-22 for the Routing, Cleaning and Sealing of
Random Cracks in Asphalt Pavements in the City of Brockville;
and

WHEREAS it is deemed expedient to accept the Tender of
R & N Maintenance, in the amount of Five Thousand, Nine
Hundred and Six Dollars and Forty Cents (\$5,906.40) for
Routing, Cleaning and Sealing of Random Cracks in Asphalt
Pavements.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY
OF BROCKVILLE ENACTS AS FOLLOWS:

1. THAT the Tender of R & N Maintenance, in the amount
of Five Thousand, Nine Hundred and Six Dollars and Forty Cents
(\$5,906.40) for Contract 94-22 for Routing, Cleaning
and Sealing of Approximately 8,000 Lineal Metres of Random Cracks
in the City of Brockville, be accepted, a copy of which contract
is attached hereto.
2. THAT the Mayor and Clerk be and they are hereby authorized
to execute the said contract on behalf of the Corporation of
the City of Brockville.

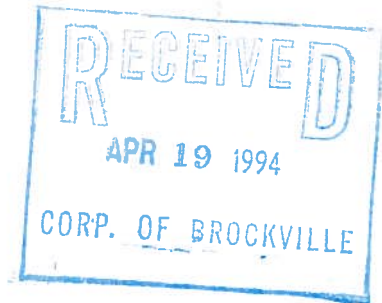
GIVEN UNDER THE SEAL OF THE CORPORATION
OF THE CITY OF BROCKVILLE AND PASSED THIS
22nd DAY OF March A.D. 1994.


MAYOR


CLERK



FORM OF AGREEMENT



THIS AGREEMENT made in triplicate

BETWEEN: R & N MAINTENANCE of the City
of Guelph in the Province of Ontario
hereinafter called the "Contractor"

THE PARTY OF THE FIRST PART

-and-

THE CORPORATION OF THE CITY OF BROCKVILLE
hereinafter called the "Municipality"

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
Engineer, to do all work as described hereafter, furnish all
materials except as herein otherwise specified, and to complete
such works in strict accordance with the plans, specifications

and Tender herefore, which are identified and acknowledged in the Special Provisions, Plans, Specification and Conditions attached to the Tender and all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

DESCRIPTION OF THE WORKS: CONTRACT 94-22

ROUTING, CLEANING & SEALING RANDOM CRACKS IN ASPHALT PAVEMENTS IN THE CITY OF BROCKVILLE

The Contractor further agrees that he will deliver the whole of the works completed in accordance with this Agreement and if such time limit is exceeded, may be subject to the Special Provision for the Contract entitled "Liquidated Damages".

The Contractor agrees that any monies due the Municipality 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 to the Contractor for all work done, the unit or lump sum prices of the Tender.

THIS AGREEMENT shall ensure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the Contractor and the
Municipality have hereunto signed their names and set their
seals.

R & N MAINTENANCE

R+N MAINTENANCE

CONTRACTOR

Pres

POSITION

David Morrison

WITNESS

DATE

Apr 14/94

THE CORPORATION OF THE CITY OF BROCKVILLE

MAYOR

CLERK

DATE

May 5, 1994