

**CORPORATION OF THE TOWNSHIP OF PRINCE**

**BY-LAW NO. 2018-21**

Being a by-law to authorize execution by the Acting Mayor and Clerk of an agreement between Trimount Construction and the Corporation of the Township of Prince regarding the rehabilitation of the Walls Road culvert.

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

1. THAT the Acting Mayor and Clerk are hereby authorized to execute and affix the Corporate Seal to an Agreement between Trimount Construction and the Corporation of the Township of Prince, which Agreement is attached hereto as Schedule "A".
2. SCHEDULE "A"  
Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 25<sup>th</sup> day of June, 2018.

  
\_\_\_\_\_  
Acting Mayor, Michael Matthews

  
\_\_\_\_\_  
Clerk, Peggy Gleco



**THE CORPORATION OF THE TOWNSHIP OF PRINCE  
CONTRACT NO 18-1069 – WALLS ROAD CULVERT REHABILITATION**

**FORM OF AGREEMENT**

This Agreement, made (in triplicate) this                    day of                    in the year 2018, by and between  
Trimount Construction Inc., hereinafter called the “Contractor”,

AND

**The Corporation of the Township of Prince, hereinafter called the “Corporation”.**

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all the works shown and described in the contract documents entitled:

**The Corporation of the Township of Prince  
Contract No 18-1069  
Walls Road Culvert Rehabilitation**

Which have been signed in triplicate by both parties and which were prepared under the supervision of Peggy Greco, Chief Administrative Officer acting as and herein entitled, the Owner.

2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions and the Drawings.
3. The Contractor will complete all the work to the entire satisfaction of the Owner within the period of time specified.
4. The Corporation shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
5. The Corporation shall pay the Contractor for work that is ordered in writing by the Owner and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions.
6. The Contractor shall completely indemnify and save harmless the Owner, its employees, officers and agents from any and all claims, demands, actions, losses, expenses, costs or damages of every kind and nature whatsoever and howsoever caused that the Client, its employees, officers or agents may sustain or suffer as a consequence of the actions, inactions or omissions of the Contractor, its employees, agents or officers or as a result of the performance of this Agreement by the Contractor, its employees, agents or officers or as a consequence of the negligent actions or inactions of the Contractor, its employees, agents or officers whether or not the Client is partially or wholly responsible for such claims, demands, actions, losses, expenses, costs or damages.
7. All communications in writing between the Corporation, the Contractor and the Owner shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Corporation for whom they are intended or if sent by post or by facsimile as follows:

**The Corporation:**

The Corporation of the Township of Prince  
Highway 550, 3042 Second Line West  
Prince Township, Ontario P6A 6K4

**The Contractor:**

Trimount Construction Inc.  
1092 Great Northern Road, Unit 2  
Sault Ste. Marie, Ontario, P6B 0B6

**The Contract Administrator:**

TULLOCH Engineering Inc.  
71 Black Road, Unit 8  
Sault Ste. Marie, Ontario, P6B 0A3

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement by the day and year first above written.

Signed, Sealed and Delivered  
in the presence of

**THE CORPORATION OF THE TOWNSHIP OF PRINCE**

Michael Matthews / per  
MAYOR – Ken Lamming

Peggy Greco  
Chief Administrative Officer – Peggy Greco

(seal)

**THE CONTRACTOR**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

(seal)