

**CORPORATION OF THE TOWNSHIP OF PRINCE**

**BY-LAW NO. 2019-33**

Being a by-law to authorize execution by the Mayor and Clerk of an agreement between Avery Construction Ltd. and the Corporation of the Township of Prince regarding the Walls Road Rehabilitation (ditching).

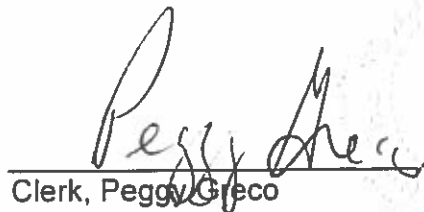
THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

1. THAT the Mayor and Clerk are hereby authorized to execute and affix the Corporate Seal to an Agreement between Avery Construction Ltd. and the Corporation of the Township of Prince, which Agreement is attached hereto as Schedule "A".
2. THAT the provision for Top-soil and Hydroseed be removed from the contract.
3. SCHEDULE "A"

Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 12<sup>th</sup> day of November 2019.

  
Mayor, Ken Lamming

  
Clerk, Peggy Greco

THE CORPORATION OF THE TOWNSHIP OF PRINCE

WALLS ROAD RECONSTRUCTION

FORM OF AGREEMENT

This Agreement made (in triplicate) this 24<sup>th</sup> day of October in the year 2019 by and between Avery Construction Ltd. hereinafter called the "Contractor"

AND

The Corporation of the Township of Prince, Ontario hereinafter called the "Corporation".

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

1. The Contractor will provide all the labour, equipment, and materials and all of the works shown and described in the Contract Documents entitled:

**Walls Road Reconstruction**

which have been signed in triplicate by both parties and which were prepared by WSP Canada Inc., acting as Agent and Contract Administrator and herein entitled, "the Contract Administrator".

2. The Contractor will do and fulfil everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Information for Tenderers, Form of Tender, Addenda (if any), and the Drawings.
3. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator 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 Contract Administrator 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, or as otherwise stipulated in Section FT.04 of the Form of Tender.
6. The Contractor shall indemnify and save harmless the Corporation, its officers, employees and agents, including the Contract Administrator, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against the Corporation, its officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its employees, agents or officers. The Contractor shall also indemnify The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., its officers, employees, agents and affiliates, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against The Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc., its officers, employees, agents and affiliates, by reason or in consequent of the execution and performance or maintenance of the work by the Contractor, its employees, agents, officers, or those for whom at law the Contractor is responsible.

All communications in writing between the Corporation, the Contractor and the Contract Administrator 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 telegram addressed as follows:

**The Corporation:** The Corporation of the Township of Prince  
3042 Second Line W.  
Prince Township, P6A 6K4

**The Contractor:** Avery Construction Ltd.  
940 Second Line West  
Sault Ste. Marie, ON P6C 2L3

**The Contract Administrator:** WSP Canada Inc.  
185 East Street  
Sault Ste. Marie, Ontario, P6A 3C8

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

  
MAYOR - Ken Lamming

(seal)

  
CAO/CLERK-TREASURER - Peggy Greco

THE CONTRACTOR

\_\_\_\_\_  
AVERY CONSTRUCTION LTD.

(seal)

  
SIGNATURE