

This Agreement made this 4<sup>th</sup> day of November 2021.

Between:

**The Corporation of the Municipality of Arran-Elderslie**

(Hereinafter called “Arran-Elderslie”)

Of The First Part

- and -

**The Corporation of the County of Bruce**

(Hereinafter called the “County”)

Of The Second Part

Whereas the Spheres of Jurisdiction in the Municipal Act, 2001, S.O. 2001, Chapter 25 empowers Municipalities to enter into agreements relating to highways.

And Whereas the County has jurisdiction over Bruce Road 3 in the Municipality of Arran-Elderslie and wishes to reconstruct a portion of the road.

And Whereas the County arranges cost sharing agreements with lower tier municipalities.

And Whereas Arran-Elderslie and the County wish to identify the responsibilities and costs of each Party concerning the road reconstruction for Bruce Road 3.

Now therefore this agreement witnesseth that in consideration of the mutual terms and covenants hereinafter made and contained, the parties hereto covenant and agree as follows:

**Joint Project Responsibility**

1. The Parties acknowledge that:
  - (a) The portion of Bruce Road 3 in the Municipality of Arran-Elderslie to be reconstructed is under the jurisdiction of the County.
  - (b) The portion of Bruce Road 3 in the Municipality of Arran-Elderslie to be reconstructed is within the municipal boundary of Arran-Elderslie.
  - (c) The work required to reconstruct the portion of Bruce Road 3 in Arran-Elderslie includes portions where the cost is a municipal responsibility.

**The Work**

2. The work will be tendered in the name of the County.
3. The work related to the portion of Bruce Road 3 in Arran-Elderslie to be reconstructed is generally identified on the attached set of drawings attached as Schedule ‘A’ prepared by BM Ross Engineers, entitled ‘Teeswater River Bridge Replacement Project (Sewer and Roadwork)’, dated October 13<sup>th</sup>, 2021.
4. The work is generally described in ‘Cost Share Teeswater River Bridge and Roadwork’, copies of which are attached to and form part of this agreement as Schedule ‘B’.

**Additional Work**

5.
  - (a) Work beyond that identified in paragraphs 3 and 4 shall be considered as ‘Additional Work’.
  - (b) ‘Additional Work’ shall be authorized by the Parties responsible for the payment of the work as per paragraphs 3 and 4.

## **The County's Responsibilities**

6. The County shall be responsible to pay for their own legal costs, if any.
7. The County shall be responsible for the engineering and contract administration costs.
8. The County shall arrange for and maintain liability insurance, for the joint benefit of the County, with Arran-Elderslie named as additional insured as against all claims incurred or suffered in connection with the Work as contemplated by this Agreement, which insurance, at a minimum, shall provide coverage with limits of liability not less than Five Million dollars (\$5,000,000) per incident. The County shall satisfy Arran-Elderslie, upon reasonable request that the premiums of such insurance have been paid and that such insurance is in full force and effect. The County shall give thirty (30) days prior written notice of any cancellation or material change in policy terms to Arran-Elderslie which reduces or affects coverage.
9. The County will coordinate all notices regarding the undertaking of the work with the exception of notices associated with water supply which will be supplied by Arran-Elderslie.
10. The County shall administer and supervise the request for tender and will consult Arran-Elderslie on the works identified as their responsibility and included on the attached set of drawings, attached as Schedule 'A' and prepared by BM Ross Engineering, entitled 'Teeswater River Bridge Replacement Project (Sewer and Roadwork)' dated October 13<sup>th</sup>, 2021.
11. The County shall be responsible to undertake and oversee all work to ensure it is completed as per the design in the attached set of drawings, attached as Schedule 'A' and prepared by BM Ross Engineering, entitled 'Teeswater River Bridge Replacement Project (Sewer and Roadwork)', dated October 13<sup>th</sup>, 2021.

## **Arran-Elderslie Responsibilities**

12. Arran-Elderslie shall be responsible to pay for their respective portion of the work as described in paragraphs 3, 4 and 5.
13. Arran-Elderslie shall be responsible to pay for their own legal costs, if any.

## **Payments**

14. The County shall invoice Arran-Elderslie for their share of the costs no later than December 31 on an annual basis over the duration of the contract.
15. It is agreed that employee labour and equipment costs supplied directly by Arran-Elderslie or the County and related to the work will be absorbed by the Party supplying the labour or equipment without payment by the other Parties.
16. Each Party will indemnify and save the other harmless from claims arising from the project and related to the work in the same proportion as each party is obligated to pay for their share of the work as provided for in this agreement.

## **Contract Administration**

17. The County shall administer and supervise the whole project and will consult and report to Arran-Elderslie as required and when requested.
18. The Parties agree that BM Ross shall be the Consulting Engineer in relation to all the work for this project and will report to the County on all matters related to the work.

**Project Ownership**

- 19. The scope of work for this project, which is planned in conjunction with Teeswater River Bridge Replacement, includes water main replacement, storm sewer replacement and road reconstruction on Queen Street South (Bruce Road 3), Paisley from Church St to Teeswater River Bridge.

IN WITNESS WHEREOF the Parties have affixed their respective corporate seals and attested to by the signature of the signing officers of Arran-Elderslie and the County.

Signed, Sealed and Delivered ) **The Corporation of the Municipality of Arran-Elderslie**  
)  
)Per: \_\_\_\_\_  
) Mayor, Steve Hammell  
)  
)Per: \_\_\_\_\_  
) CAO, Sylvia Kirkwood  
)  
) We have authority to bind the Corporation.

) **The Corporation of the County of Bruce**  
)  
)Per: \_\_\_\_\_  
) Warden, Janice Jackson  
)  
)Per: \_\_\_\_\_  
) Clerk, Donna Van Wyck  
)  
) We have authority to bind the Corporation.