

DETOUR ROUTE AGREEMENT

This Detour Route Agreement (the Agreement) made this _____ day of _____, 2022.

BETWEEN:

**The Corporation of the Municipality of Arran-Elderslie
(the “Municipality”)
Of The First Part**

- and -

**The Corporation of the County of Bruce
(the “County”)
Of The Second Part**

(each, a “Party” and, collectively, the “Parties”)

WHEREAS the County and the Municipality desire to replace the Teeswater Bridge (the Bridge) in Paisley, Municipality of Arran-Elderslie;

AND Whereas the Bridge provides a critical link between the north and south portions of Paisley and also forms a critical part of the County transportation network;

AND Whereas the construction period for the Bridge replacement will extend over a period of approximately 18 months;

AND Whereas there is a desire to provide a Detour Route that would facilitate the continued movement of both pedestrians and traffic during the construction period;

AND Whereas the proposed Detour Route requires the use of Church Street, Paisley, under the jurisdiction of the Municipality;

AND Whereas the proposed Detour Route also requires the use of other lands under the jurisdiction of the Municipality;

AND Whereas there is a need to identify, document, describe, or assign responsibilities to the Parties in regard to the Detour Route;

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:

1. Definitions

Asphalt Buffer means the area located between the Pedestrian Walkway and the Travelled Portion where snow cleared from the Travelled Portion and/or Pedestrian Walkway may be deposited as illustrated in Schedule 'C-1' and 'C-2' attached to and forming part of this Agreement;

Bridge means the structure spanning the Teeswater River on Bruce Road 3, owned by the County of Bruce, in Paisley, Municipality of Arran-Elderslie;

Constructor means the contractor engaged by the County and responsible for the Maintenance of the Detour Route;

Detour Route means the totality of the Travelled Portion, Temporary Span, Pedestrian Walkway and Asphalt Buffer as illustrated in Schedule 'C-1' and 'C-2' attached to and forming part of this Agreement;

Maintenance means that work, duties, tasks, etc. that is specifically delegated or contracted to a third party (Constructor) by the County with regard to the repair, upkeep, care etc. of the Detour Route excepting however that repair, upkeep, care etc. specifically delegated to a Party to this Agreement;

Pedestrian Walkway means the area specifically set aside for pedestrian use but does not include crosswalks, medians, boulevards, shoulders or any part where cleared snow has been deposited as illustrated in Schedule 'C-1' and 'C-2' attached to and forming part of this Agreement;

Standards means the Minimum Maintenance Standard (MMS) as set out in Ontario Regulation 239/02 and/or as set out in Municipality of Arran-Elderslie By-law No. 47-99 (By-law 47-99) a By-law amending the Implementation By-law;

Temporary Span means that portion of a temporary structure spanning the Teeswater River specifically set aside for vehicle use as illustrated in Schedule 'C-2' attached to and forming part of this Agreement;

Travelled Portion means the area specifically set aside for vehicle use as illustrated in Schedule 'C-1' and 'C-2' attached to and forming part of this Agreement.

2. Schedules

The following schedules are attached hereto and form a part of this Agreement:

Schedule 'A' Lands under the jurisdiction of Arran-Elderslie

Schedule 'B' Church Street under the jurisdiction of Arran-Elderslie

Schedule 'C-1' Travelled Portion, Pedestrian Walkway, Temporary Span & Asphalt Buffer

Schedule 'C-2' Travelled Portion, Pedestrian Walkway, Temporary Span & Asphalt Buffer

3. Standards

The Parties hereby agree that the Travelled Portion and the Temporary Span of the Detour Route shall be managed/maintained as per *Ontario Regulation 239/02: Minimum Maintenance Standards for Municipal Highways*.

The Parties hereby agree that the Pedestrian Walkway of the Detour Route shall be managed/maintained as per Municipality of Arran-Elderslie Bylaw No. 47-99.

The Parties shall keep records as required by the *Ontario Regulation 239/02* and/or By-law No. 49-99 and shall provide, at no cost, litigation or delay, those records documenting work performed to the other Party upon written request.

4. Constructor Contract Requirements

The County shall arrange for Maintenance of the Detour Route by the Constructor.

The County shall require the Constructor to supply all labour, equipment and material required to maintain the Detour Route approaches including:

- removal of accumulated sand and other debris;
- fencing;
- signage;
- light poles/light posts;
- pavement surface i.e., remediation of potholes, surface undulations;
- drainage;
- anti-skid epoxy coated bridge deck and walkway;
- lane markings;
- temporary chain link construction fencing;
- temporary concrete barriers;
- bridge bolts, pins, clips etc.;
- temporary foundations.

The County shall require Maintenance to be performed by the Constructor as per the standards set by ACROW, or Ontario Traffic Manual Book 11, or MTOD Standard Drawings or *Ontario Regulation 239/02: Minimum Maintenance Standards for Municipal Highways* or accepted industry standards.

The County shall require the Constructor to carry out inspections of the Temporary Bridge and Road once per week (Sunday to Saturday) with no more than seven (7) days between inspections for the period of time the Temporary Bridge and Road is open to pedestrians and/or vehicle traffic.

The County shall require the Constructor to record all inspections completed of the Temporary Bridge and Road.

The County shall require the Constructor to provide the record of inspections to the County of Bruce and the Municipality of Arran-Elderslie on a monthly basis.

The County and the Municipality shall report, in writing, any identified deficiencies to the Constructor at the following address:

Looby Builders (Dublin) Limited
3035 Ontario Street, Unit 201
Stratford, Ontario N5A6S5
Tel: 519-345-2800
Fax: 519-345-2486

The County shall require the Constructor to provide appropriate insurance, including adding the Municipality as an additional insured to the appropriate insurance policies, during the period of the contract.

The County shall require the Constructor to indemnify the Municipality, in any contract that includes Maintenance between the County and the Constructor.

5. Church Street - Responsibilities

The Parties acknowledge that the section of Church Street included as part of the Detour Route, as illustrated in Schedule 'C-1' is a highway as defined by the Municipal Act, 2001, S.O. 2001, C.25 and falls under the jurisdiction of the Municipality.

Notwithstanding that the Municipality is responsible in law for the removal of snow and the management of ice on Church Street, the Parties agree that the County shall be responsible for the removal of snow and the management of ice on the Travelled Portion of Church Street while the Detour Route is open to pedestrians and/or vehicle traffic.

Notwithstanding that the Municipality is responsible in law for maintaining Church Street, the Parties agree that the Constructor shall be made responsible for the Maintenance of Church Street while the Detour Route is open to pedestrians and/or vehicle traffic.

The Municipality acknowledges that the Municipality remains responsible in law for the removal of snow and the management of ice from the sidewalk/Pedestrian Walkway associated with Church Street.

6. Travelled Portion - Responsibilities

The County shall remove snow and manage ice on the Travelled Portion as illustrated in Schedules 'C-1' and 'C-2' as per the Standard while the Detour Route is open to pedestrians and/or vehicle traffic.

7. Asphalt Buffer - Responsibilities

The Municipality shall remove snow and manage ice on the Asphalt Buffer as illustrated in Schedule 'C-1' and 'C-2' on an as needed basis while the Detour Route is open to pedestrians and/or vehicle traffic.

8. Pedestrian Walkway - Responsibilities

The Municipality shall remove snow and manage ice on the Pedestrian Walkway as illustrated in Schedule 'C-1' and 'C-2' as per the Standard while the Detour Route is open to pedestrians and/or vehicle traffic.

9. Temporary Span - Responsibilities

The County shall remove snow and manage ice on the Temporary Span as illustrated in Schedule 'C-2' as per the Standard while the Detour Route is open to pedestrians and/or vehicle traffic.

10. Conflicts with Constructor Contract

In the event that a conflict is identified between this Agreement and a contract between the County and the Constructor, the contract with the Constructor shall take precedence but only in respect to the conflict identified.

11. Payment for Damages

The County shall compensate the Municipality upon demand for all damages to the lands and/or structures arising out of the County's performance of its responsibilities.

12. Additional Responsibilities

Responsibilities beyond that identified in Sections 5, 6, 7, and 8 shall be considered as Additional Responsibilities.

Additional Responsibilities shall be authorized by the Parties as per Section 13 Modification(s) to the Agreement.

13. Modification(s) to Agreement

The Parties agree that modification(s) to this Agreement, where mutually agreed upon in writing by each Party, shall be permitted without a by-law or other formal approval mechanism, where the intent of the modification(s) is to address, improve, or correct operational or maintenance issues.

14. Indemnification

The Corporation of the County of Bruce agrees to indemnify, save and hold harmless, and defend at its own expense, the Corporation of the Municipality of Arran-Elderslie, its elected officials, officers, employees, agents and volunteers from all claims, lawsuits, losses, expenses

and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual breach or breach alleged by any third party, default or neglect of duty in respect of the duties of the Corporation of the County of Bruce under this Agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from the Corporation of the Municipality of Arran-Elderslie's sole negligence or willful acts.

The Corporation of the Municipality of Arran-Elderslie agrees to indemnify, save and hold harmless, and defend at its own expense, the Corporation of the County of Bruce, its elected officials, officers, employees, agents and volunteers from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual breach or breach alleged by any third party, default or neglect of duty in respect of the duties of the Corporation of the Municipality of Arran-Elderslie under this Agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from the Corporation of the County of Bruce's sole negligence or willful acts.

The County shall provide the Municipality with a copy of the contract between the County and the Constructor illustrating the indemnification protection provided within the contract to the Municipality prior to the start of construction.

15. Insurance

Each Party shall ensure that they have sufficient insurance coverage

Each Party shall be added as an additional insured to the other Party's comprehensive general liability insurance policy. A Certificate of Insurance shall be provided to the other Party.

The County shall provide the Municipality with the Constructor Certificate of Insurance as required by Section 4 Constructor Contract Requirements prior to the start of construction.

16. Notification of Incidents and Claims

Each Party shall immediately provide notice to the other Party of all incidents, or circumstances, that may result in a lawsuit or insurance claim arising from the responsibilities as set out in this Agreement.

17. Notices

Any notice given by the Municipality to the County under this Agreement shall be served personally or by sending same by e-mail to:

County of Bruce

Attention: County Engineer, Transportation & Environmental Services

30 Park Street, Box 398

Walkerton, ON. NOG 2V0

E-mail: afroese@brucecounty.on.ca

or such other address as the County may from time to time designate by written notice to the Municipality.

Any notice given by the County to the Municipality under this Agreement shall be served personally or by sending same by email to:

Municipality of Arran-Elderslie
Attention: Clerk
1925 Bruce Road 10, Box 70
Chesley, ON. N0G 1L0
E-mail: clerk@arran-elderslie.ca

or such other address as the Municipality may from time to time designate by written notice to the County.

18. Dispute Resolution

The Parties will attempt to resolve any dispute arising out of this Agreement promptly through discussions at the operational level. In event that a resolution is not achieved, the disputing Parties shall provide the other Party with written notice of the same and the Parties shall attempt to resolve such dispute between senior officers who have the authority to settle such dispute. All negotiations conducted by such officers shall be confidential and shall be treated as compromise and settlement negotiations. If the Parties fail to resolve such dispute within sixty (60) calendar days of the non-disputing Party's receipt of written notice, either Party may initiate legal proceedings.

Except where clearly prevented due to the nature of the dispute, the Parties agree to continue performing their respective obligations under this Agreement while a dispute is subject to the terms of this section.

19. Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything in this Agreement shall continue in full force and effect.

20. Assignment

This Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the other Party.

21. Governing Law

This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein.

22. Entire Agreement

This Agreement and the attached Schedule(s) form the entirety of the Agreement between the Parties.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

Per: _____

Name: Steve Hammell

Title: Mayor

Per: _____

Name: Christine Fraser-McDonald

Title: Clerk

We have the authority to bind the Corporation

THE CORPORATION OF THE COUNTY OF BRUCE

Per: _____

Name: Janice Jackson

Title: Warden

Per: _____

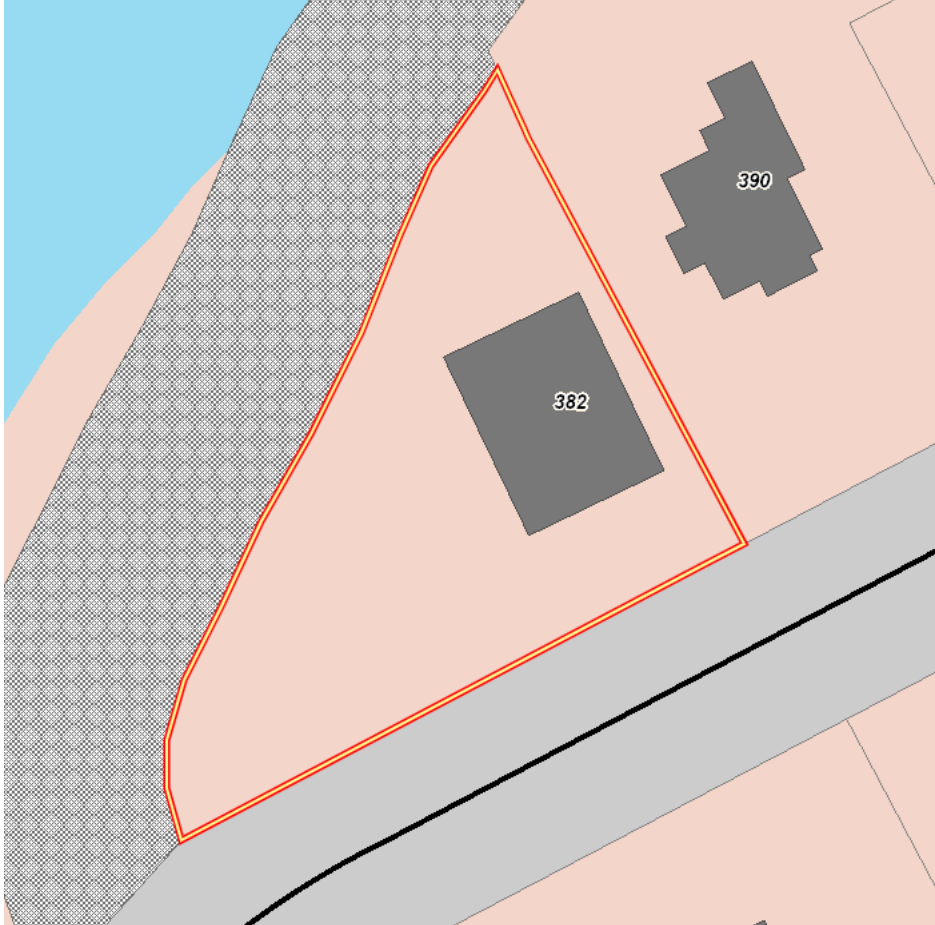
Name:

Title: Clerk

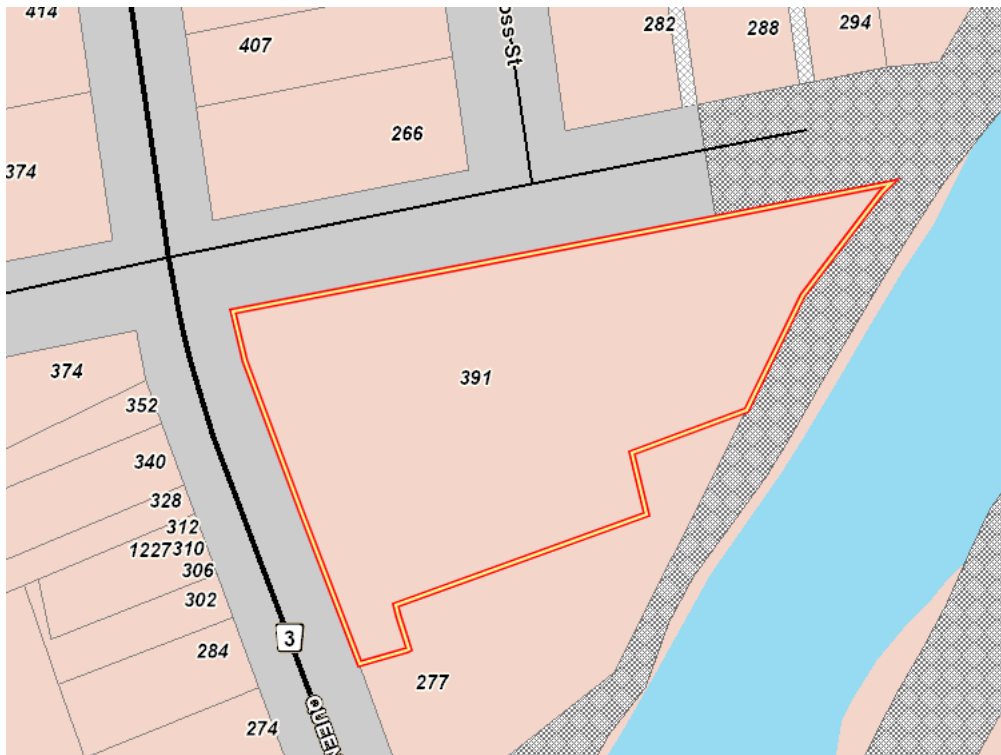
We have authority to bind the Corporation

SCHEDULE 'A'
Lands under the jurisdiction of Arran-Elderslie

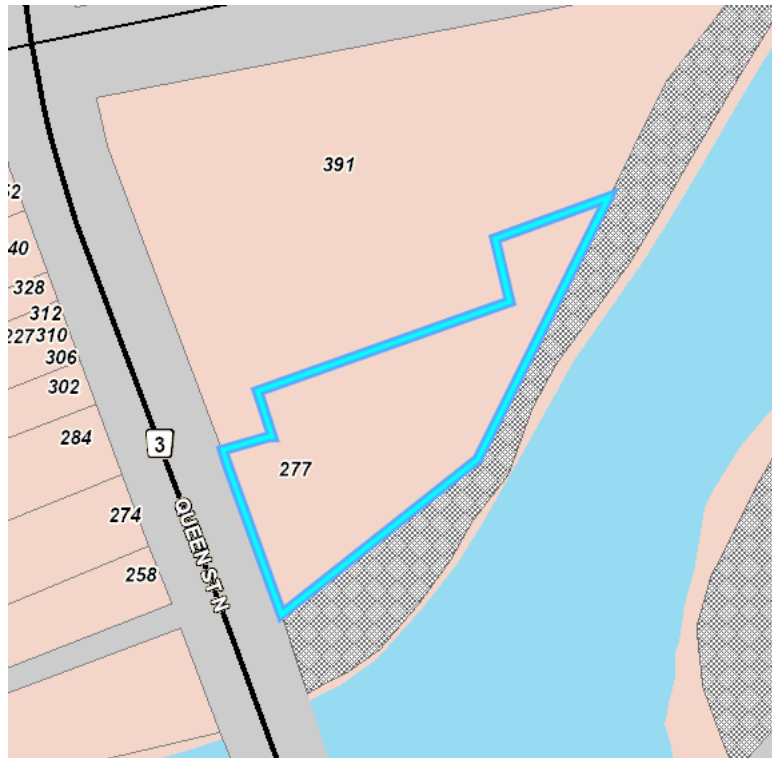
1. Legal Description: LOT A PT LOT B GOLDIE NS; RP 3R3711 PART 1
Referred to municipally as 382 Goldie Street, Paisley Ontario.



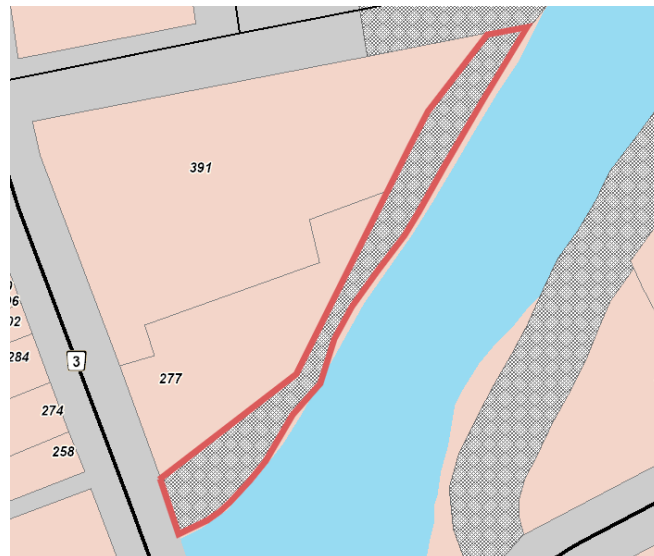
2. Legal Description: L B L1 SUB OF L A L H L2 SUB;OF L A L G L3 TO 6 SUB OF L1;QUEEN N ES
L3 SUB OF L H;WATER WS L2 TO 4 L1 L2 SUB;OF L5 L6 CHURCH SS
Referred to municipally as 391 Queen Street North, Paisley Ontario.



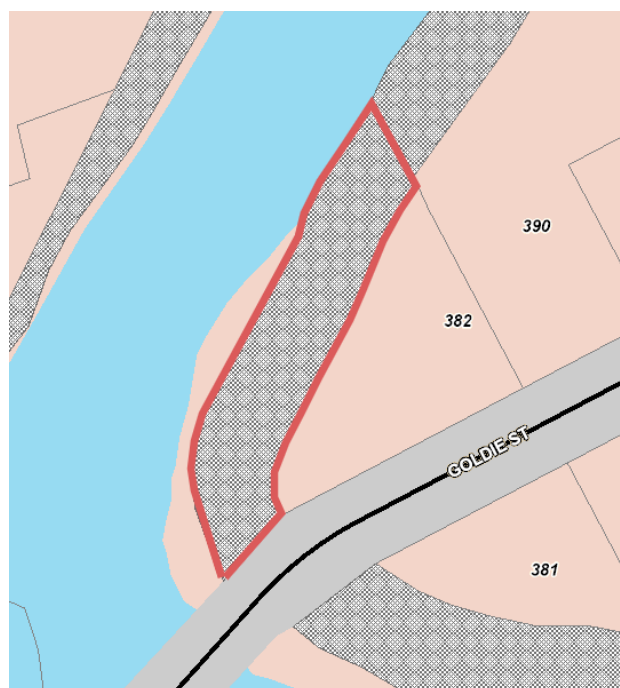
3. Legal Description: PT LOT D LOT E TO F QUEEN N;E/S LOT 1 PT LOT 2 SUB OF H
Referred to municipally as 277 Queen Street North, Paisley Ontario.



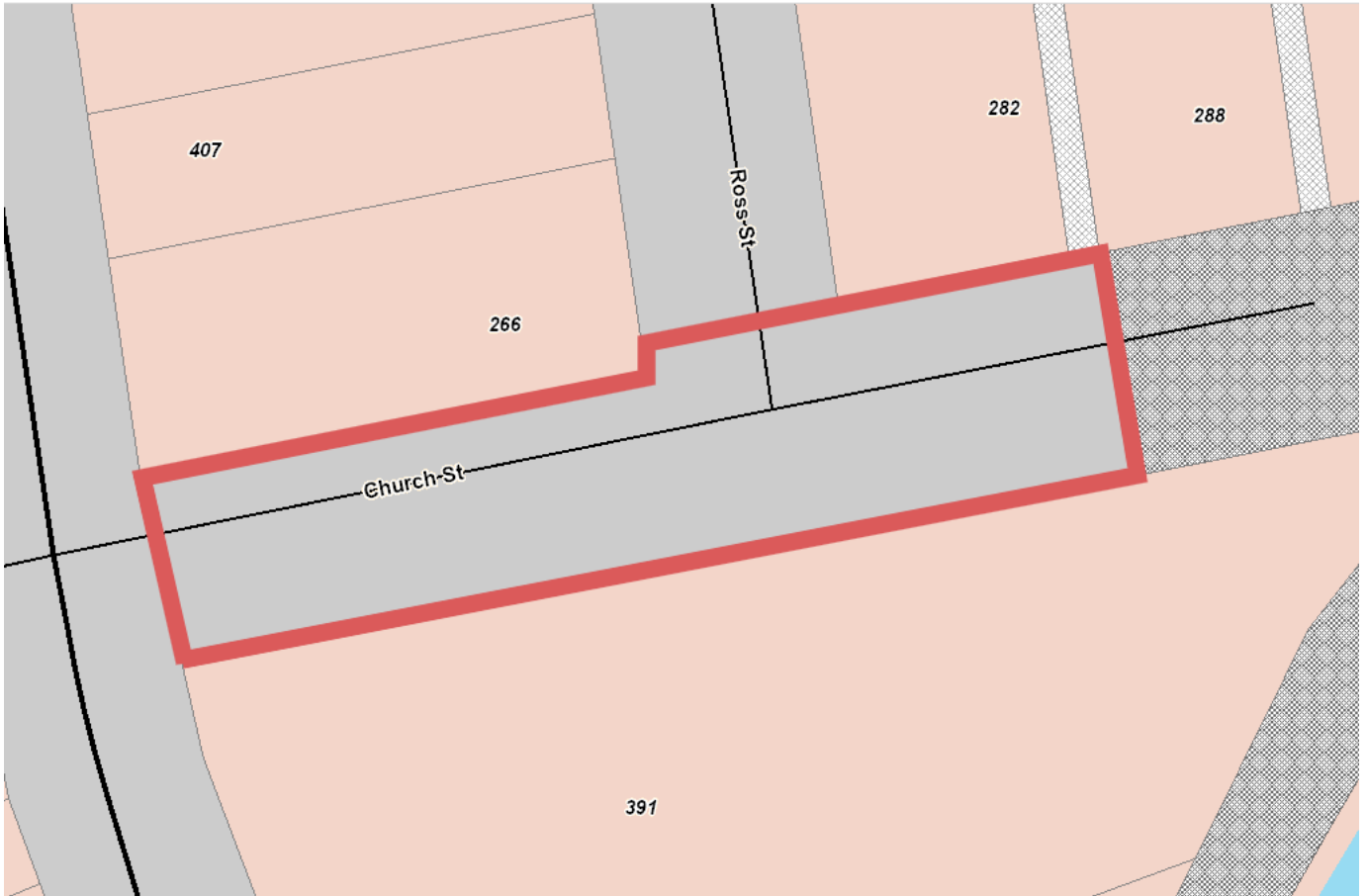
4. Unopened Road Allowance



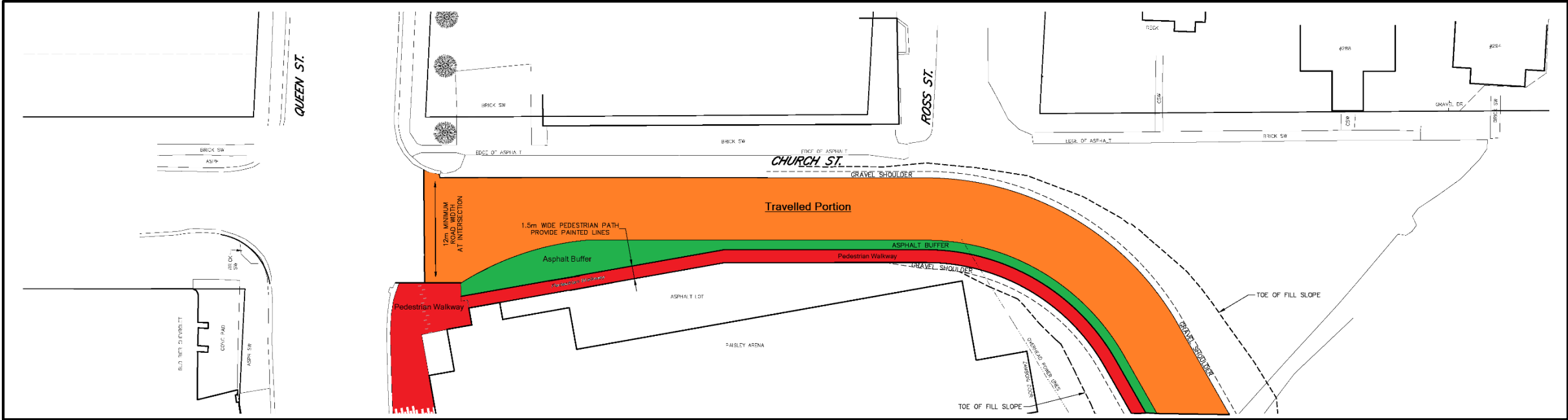
5. Unopened Road Allowance



SCHEDULE 'B'
Church Street under the jurisdiction of Arran-Elderslie



SCHEDULE 'C-1'
Travelled Portion, Pedestrian Walkway & Asphalt Buffer



NOT TO SCALE

LEGEND

Color	Description
[Red Bar]	Pedestrian Walkway
[Green Bar]	Asphalt Buffer
[Orange Bar]	Travelled Portion

