

This Agreement made this _____ day of _____, 2020.
Between:

The Corporation of the Town of Saugeen Shores

(Hereinafter called “Saugeen Shores”)

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 25 in the Town of Saugeen Shores and wishes to reconstruct a portion of the road.

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

And Whereas Saugeen Shores and the County wish to identify the responsibilities and costs of each Party concerning the road reconstruction for Phase 2 of Bruce Road 25.

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 25 in the Town of Saugeen Shores to be reconstructed is under the jurisdiction of the County.
 - (b) The portion of Bruce Road 25 in the Town of Saugeen Shores to be reconstructed is within the municipal boundary of the Town of Saugeen Shores.
 - (c) The work required to reconstruct the portion of Bruce Road 25 in the Town of Saugeen Shores includes portions where the cost is a municipal responsibility, and that the cost-sharing arrangement will be based on the attached Schedule ‘B’ entitled ‘Phase 2, Preliminary (Class D) Construction Cost Estimate’, dated March 4, 2020.

The Work

2. The work has been tendered in the name of the County.
3. The work related to the portion of Bruce Road 25 in the Town of Saugeen Shores to be reconstructed is generally identified on the set of Drawings prepared by GM BluePlan Engineers, entitled ‘Bruce County Road 25 Reconstruction - Phase 2, Tender No. BCTES 20-09’, dated January 28, 2020, copies of which are attached to and form part of this agreement as Schedule ‘A’.
4. The work is outlined in ‘Phase 2, Preliminary (Class D) Construction Cost Estimate’, dated March 4, 2020, 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 their portion of the engineering and contract administration costs submitted by GM BluePlan and based on the cost-sharing arrangement.
8. The County shall arrange for and maintain liability insurance, for the joint benefit of the County, with Saugeen Shores 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 Saugeen Shores, 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 Saugeen Shores which reduces or affects coverage.
9. The County will coordinate all notices regarding the undertaking of the work including notices to those properties affected by the work including access and water supply.
10. The County shall administer and supervise the request for tender and will consult Saugeen Shores on the works identified as their responsibility and included on the attached set of Drawings prepared by GM BluePlan Engineers, entitled 'Bruce County Road 25 Reconstruction - Phase 2, Tender No. BCTES 20-09', dated January 28, 2020.
11. The County shall be responsible to undertake and oversee all work in Phase 2 to ensure it is completed as per the design in the set of Drawings prepared by GM BluePlan Engineers, entitled 'Bruce County Road 25 Reconstruction - Phase 2, Tender No. BCTES 20-09', dated January 28, 2020.

Saugeen Shores Responsibilities

12. Saugeen Shores shall be responsible to pay for their respective portion of the work as described in paragraphs 3, 4 and 5.
13. Saugeen Shores shall be responsible to pay for their own legal costs, if any.
14. Saugeen Shores shall be responsible for the portion of the engineering and contract administration costs submitted by GM BluePlan on a prorated basis, based on the total cost of their portion of the work.

Payments

15. The County shall invoice the Saugeen Shores for their share of the costs no later than December 31, 2020.
16. It is agreed that employee labour and equipment costs supplied directly by Saugeen Shores 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.
17. 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

- 18. The County shall administer and supervise the whole project and will consult and report to Saugeen Shores as required and when requested.
- 19. The Parties agree that GM BluePlan shall be the Consulting Engineer in relation to all the work for Phase 2 and will report to the County on all matters related to the work.

Project Ownership

- 20. The Master Plan for Bruce County Roads 25 and 33, developed by GM BluePlan Engineers was introduced in July 2016. At the April 20, 2017 Bruce County Highways Committee meeting, the preferred solution was approved for the Bruce County Road 25 and 33 Municipal Class Environmental Assessment Master Plan for roads and drainage. The County and Saugeen Shores issued the Notice of Completion on May 9, 2017.
- 21. The outcome of the Master Plan included several projects as follows:
 - Schedule A Projects - Drainage
 - Construct new storm sewer along Bruce Road 25 including outfall to Lake Huron.
 - Construct local storm sewer system within Baker subdivision to coincide with sanitary sewer installation.
 - Schedule B Projects - Roads
 - Re-align Bruce Road 33 to intersect Bruce Road 25 at future Bruce Street alignment.
 - Provide additional lanes on Bruce Road 25 between future Bruce Street intersection and Goderich Street (4-lane urban cross-section).
- 22. The Master Plan (item 9.3.1) indicates that the County is interested in transferring the portion of Bruce Road 25 west of the Bruce Road 33 intersection to Saugeen Shores. The road section south of the existing intersection of Bruce Road 25 and Bruce Road 33 should also be considered for transfer to Saugeen Shores based on the outcome of the Bruce Road 33 Schedule 'B' Environmental Assessment.

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

Signed, Sealed and Delivered

) **The Corporation of the Town of Saugeen Shores**
)
)Per: _____
) Mayor, Luke Charbonneau
)
)Per: _____
) Clerk, Linda White
)
) We have authority to bind the Corporation.

) **The Corporation of the County of Bruce**
)
)Per: _____
) Warden, Mitch Twolan
)
)Per: _____
) Clerk, Donna Van Wyck
)
) We have authority to bind the Corporation.