

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW # 12-09-554

Being a By-Law authorizing Council to enter into an agreement with the Ministry of Transportation regarding the improvements costs associated with rehabilitation of Highway 17 in Cobden.

WHEREAS pursuant to the *Municipal Act, 2001* (Ontario), a Council may enter into Agreements;

AND FURTHER that the Municipal Council for the Township of Whitewater Region deems it beneficial to enter into an agreement with Ministry of Transportation regarding the improvements costs associated with rehabilitation of Highway 17 in Cobden

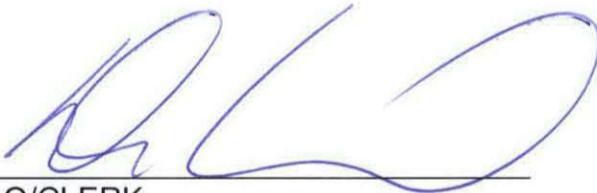
THEREFORE the Council of the Corporation of the Township of Whitewater Region enacts that:

1. The Township of Whitewater Region hereby authorizes the Mayor and Clerk to execute the improvements agreement with the Ministry on Transportation regarding the rehabilitation of Highway 17 (Schedule "A").

READ a First, Second and finally passed on the Third Reading this 5th day of September, 2012.



MAYOR



CAO/CLERK

HIGHWAY IMPROVEMENTS AGREEMENT

THIS AGREEMENT made in quadruplicate this 17th day of August, 2012

BETWEEN:

HER MAJESTY THE QUEEN in
right of the Province of Ontario,
represented by the Minister of
Transportation for the Province of
Ontario,

(the "Ministry")

- and -

THE CORPORATION OF THE
TOWNSHIP OF WHITE WATER
REGION

(the "Township")

WHEREAS:

- A. the Township requires the replacement of water and sanitary sewers under King's Highway 17 ("the Lands") within the limits of the Village of Cobden at the location shown on **Schedule "A"**;
- B. the Township proposes to construct the water and sanitary sewer replacement and ancillary work related thereto, on the Lands;
- C. the Ministry requires rehabilitation of the riding surface on the Lands;
- D. the Township requests and the Ministry agrees to permit the Township to design and construct the water and sanitary sewer replacement and the King's Highway 17 pavement rehabilitation and including associated highway improvements (the "**Highway Improvements**") with the full cost and expense for the water and sanitary sewer replacement to the Township and the pavement rehabilitation at the cost and expense of the Ministry and upon the terms and conditions of this Agreement;
- E. the Ministry has determined that above and below ground traffic signal control devices are required on the Lands (the "Traffic Control System")

and
- F. *Section 116* of the Public Transportation and Highway Improvement Act, R.S.O. 1990, c.P.50, as amended (the "**PTHIA**") allows the Minister to enter into agreements for the purposes of the PTHIA, including agreements related to the safety and mobility of people and goods.

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NOW THEREFORE in consideration of the premises and the respective covenants contained herein, the parties hereto for themselves and their respective successors and permitted assigns mutually agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement,

- (a) **"Approval"**, **"Approve"**, **"Approved"** and similar expressions means the approval of or approved by the Director in accordance with the provisions of **Article 3**.
- (b) **"Director"** means the Regional Director for the Eastern Region of the Ministry of Transportation for the Province of Ontario, or his nominee;
- (c) **"Highway Improvements"** means the design and construction of the water and sanitary sewer and the rehabilitation of pavement on King's Highway 17;
- (d) **"Traffic Control System Work"** means the design and construction of the Traffic Control System on the Lands; and
- (d) **"Work"** means the Highway Improvements Work .

2.0 MINISTRY PERMITS

2.1 Subject to **Section 2.2**, upon application:

- (a) made by the Township to the Ministry in form satisfactory to the Ministry and at the Township's cost and expense;
 - (b) accompanied by six (6) sets of Approved contract drawings and documents prepared according to the terms and conditions of this Agreement; and
 - (c) in compliance with any other applicable provisions of this Agreement,
- the Ministry shall issue the Encroachment Permit, Entrance Permit and Lane Closure Permit (the **"Permits"**) the Township requires to construct the Work within the Ministry's jurisdiction.

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- 2.2 No permit shall be issued under subsection 2.1 prior to the delivery to the Ministry of:
- (a) the proof of the insurance as provided for in **Section 14.3**;
 - (b) N/A;
 - (c) the approval of the Design provided for in **Sections 5.2 and 6.1(a)**;
 - (d) the approval of the Traffic Plan/Construction Timing Schedule under **Section 7.1**;
and
 - (e) an executed copy of this Agreement.

- 2.3 Any Permit issued by the Ministry with respect to the Work shall be subject to the terms printed on that Permit and is also part of and deemed subject to the terms of this Agreement. Any such Permit shall have annotated on it:

"This permit is subject to the terms of the Agreement commencing on the day of the issuance of the permit between the Ministry of Transportation and The Township of White Water Region"

Where there is a conflict between this Agreement and the terms and conditions contained in any Permit issued to the Township by the Ministry for the Work, the terms and conditions contained in the Permit shall govern.

- 2.4 No Work shall commence until such time as all required Permits, Approvals and authorizations have been obtained.
- 2.5 Notwithstanding **Section 2.4**, where emergency work must be carried out by the Township on the highway right-of-way in order to protect the travelling public and/or preserve the integrity of the highway right-of-way, any such emergency work may be commenced upon notice to the Director and his Approval being received.

3.0 MINISTRY APPROVALS

- 3.1 Wherever the provisions of this Agreement require or provide for the Director's approval of or to any action, document or other matter contemplated by this Agreement (an "**Approval**"), such request for Approval shall be in writing and shall:

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- (i) contain or be accompanied by any documentation or information required for such Approval;
- (ii) clearly set forth the matter in respect of which such Approval is being sought;
- (iii) form the sole subject matter of the correspondence containing such request for Approval; and
- (iv) clearly state that such Approval is being sought.

4.0 MINISTRY DIRECTIONS

4.1 The Director may give such directions and orders, in writing, to the Township with respect to the performance of the Work as she deems necessary, and the Township shall carry out such directions and orders forthwith upon receipt of same.

5.0 HIGHWAY IMPROVEMENTS

5.1 The Township shall design and prepare, according to Ministry specifications and standards, including PHM-125, the contract drawings and documents for the Highway Improvements, and in conjunction therewith, include:

- (a) the improvement of King's Highway Number 17, which shall include:
 - (i) installation of water and sanitary sewers;
 - (ii) the reconstruction of the riding surface and the requirements related thereto;
- (b) the placing of hot mix asphalt paving and granular materials to comply with Ministry requirements;
- (c) the grading, drainage, topsoil, seeding/sodding and landscaping required by reason of construction of the Highway Improvements;
- (d) the concrete curb and gutter;
- (e) the supply and installation of all works required to provide traffic signalization,
- (f) the removal of existing pavement markings and placing of temporary and permanent pavement markings required within the limits of construction of the Work. The pavement marking layout shall be in accordance with the Ontario

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Traffic Manual and shall be subject to the approval of the Ministry's Traffic Management Office and the markings shall be subject to field checking and the Approval of the Director;

- (g) the installation of partial illumination on the Lands;
- (h) the regrading and landscaping of all disturbed areas within the CAH Designation to MTO standards; and
- (i) all other aspects of the Work.

5.2 The contract drawings and documents shall be sealed and stamped by a Professional Engineer of Ontario. The Township shall submit the contract drawings and documents to the Director for her Approval.

6.0 TRAFFIC CONTROL SYSTEM

6.1 The Township shall, at its cost, complete the Traffic Control System Work as follows:

- (a) prepare contract drawings, documents and Provincial Highway Mylar-125 (PHM-125) according to Ministry standards and specifications, to be Approved by the Director. The contract drawings and documents shall be sealed and stamped by a Professional Engineer of Ontario;
- (b) Apply for a Ministry Encroachment Permit to complete the Traffic Control System Work; and
- (c) Complete the Traffic Control System Work in compliance with the Approved drawings and documents.

6.2 The Township, at the Township's cost, shall supply the traffic signal controller units and cabinets for the Traffic Control System.

6.3 While performing the Traffic Control System Work, the Township, at the Township's cost, shall be fully responsible for the Traffic Control System Work, including the supply,

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installation, operation, relocation, maintenance of and provision of energy for the Traffic Control System.

7.0 TRAFFIC CONTROL PLAN

7.1 The Township shall, at its cost and expense, prepare a plan for traffic control (the "Plan") prior to construction of the Work. The Plan is to be prepared in accordance with the Ontario Traffic Manual – Book 7, the Traffic Control Manual for Roadway Work Operations, the Ministry's Roadside Safety Manual and other Ministry standards and procedures and the Plan is subject to the Director's Approval. The Plan shall:

- (a) include lane and ramp closure times where applicable;
- (b) provide that the Work, once started, must be completed within the same construction year, being not later than December 31st of that calendar year;
- (c) provide that the existing traffic lanes must be open to traffic at the end of each working day; and
- (d) provide that all open excavations adjacent to the through lanes must be backfilled and compacted to grade by the end of each working day.

7.2 The Township shall be fully responsible for traffic control and safety during construction of the Work, including the supply, installation, relocation and maintenance of all traffic control devices, including pavement markings and warning signs that the Ministry requires, which shall be carried out in accordance with the Ontario Traffic Manual – Book 7.

8.0 THE WORK

8.1 The permission and Approvals granted, and directions and orders issued, herein are subject to the right of free use of Highway 17 by the public and are subject also to the rights and privileges which the Director may grant to any other persons on Highway 17 all of which rights are expressly reserved.

8.2 Notwithstanding the permission and Approval granted, and directions and orders issued, herein the Township shall not cut, trim or interfere with any trees on Highway 17 without Approval.

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- 8.3 The Township, as proponent, shall comply with the Environmental Assessment Act and, if applicable, the Municipal Class Environmental Assessment process and obtain from the Ministry of the Environment, as well as the Ministry of Natural Resources, all necessary authorizations.
- 8.4 It is deemed expedient under Sections 2 and 38(11) of the PTHIA to enter into this Agreement to further the construction and incidentals of the Highway Improvements, by the Township with all design and construction costs inside and incidental to the right-of-way of Highway 17 being at the cost of the Township unless otherwise expressly specified.
- 8.5 The Ministry grants only permission and Approvals, and issues directions and orders, pursuant to the provisions of the PTHIA, and the Township shall be responsible for obtaining all authorizations required from any other authority in order to carry out any part of the Work.
- 8.6 The Ministry may refuse or revoke any right of access given to the Township to carry out the Work where the Ministry, acting reasonably, determines that there are risks or conflicts to the travelling public or any other person using the highway right of way and/or to construction work that must be carried on by the Ministry, or to any contractor hired by the Ministry, on the highway right of way.
- 8.7 The Township agrees that the construction activities of Ministry contractors shall take precedence over the construction activities of the Township's contractor's in the area of the Work. The Township also agrees that the Ministry's contractors will be recognized as the senior contractors. The Township further agrees that any construction activities of the Township's and the Ministry's respective contractors in the area of the Work will be coordinated through the senior contractors and that any conflicts in the various construction activities will be decided in favour of the senior contractors.

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8.8 The Township shall:

- (a) tender the contract for the construction of the Work;
- (b) only execute the contract with a contractor approved by the Ministry;
- (c) submit to the Ministry prior to the start of construction, the details of the contract including schedules and traffic staging proposals, for Approval, which Approval may be given in stages concurrent with the plans submitted;
- (d) comply with the safety procedures in accordance with the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, and any applicable legislation and industry standards;
- (e) not allow any track vehicle on the highway pavement;
- (f) not allow the cutting of fences without obtaining permission from the Ministry;
- (g) protect any open pits to prevent access to them by unauthorised persons;
- (h) submit an operation plan to the Ministry for Approval; this plan will contain the Township's normal practices for unloading material, anticipated hours of work, and all other related information which may be required by the Ministry;
- (i) ensure any large equipment or material left on the highway right of way is at least four (4.0) meters beyond the edge of the shoulder and poses no risk to the travelling public;
- (j) notify the Ministry seven (7) business days prior to commencing any Work, unless otherwise indicated in this Agreement or a Permit;
- (k) within seven (7) days of completion of any Work, restore the site to a neat and tidy condition to the Ministry's satisfaction;
- (l) ensure that all blasting operations are approved by the Ministry prior to the blasting operations;
- (m) co-ordinate the operations relating to the Work so that interference with any Ministry activities is minimised;
- (n) protect the Work during its construction activities from any Ministry construction or maintenance activity;
- (o) be responsible for the relocation of any aerial and buried utilities which, in the opinion of the Director, is required by reason of the Work. Any relocation of utilities shall be to a new Approved location;

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- (p) repair to the Ministry's satisfaction any damage to existing pipes, or other drainage facilities;
- (q) maintain proper drainage at all times;
- (r) remove any contaminated material that is disturbed as a result of the Work and replace with approved material to the satisfaction of the Ministry's representatives; and
- (s) backfill and compact fill material to the satisfaction of the Ministry. Any settlement as a result of installation must be remedied.

8.9 The Township shall complete the Work in compliance with the Approved drawings and documents.

9.0 QUALITY ASSURANCE

9.1 The Township shall:

- (a) be responsible for quality assurance in accordance with Ministry standards and specifications;
- (b) prepare a proposal for contract administration, inspection and quality assurance requirements (the "Proposal") prior to construction of the Work, and the Township shall submit the Proposal to the Director for Approval;
- (c) hire a qualified engineering consulting firm that is approved by the Ministry to perform quality assurance inspection and testing during the Work. The firm shall maintain in form and detail satisfactory to the Ministry, records pertaining to the inspection of materials and workmanship and, when requested, make the records available for Ministry review and inspection;
- (d) supervise and direct construction of the Work to the extent necessary to ensure the fulfilment of the contract in accordance with the Approved contract drawings, documents and plans; and
- (e) decide all questions relating to the Work in compliance with the terms and conditions of this Agreement.

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9.2 The Township agrees to allow on-site audits by the Ministry during regular business hours. All books and records made pursuant to this Agreement shall be subject to inspection and audit for a period of six (6) years following the completion of the Work. The Township shall accommodate audits at the discretion of the Ministry and on one (1) business day's notice.

9.3 The Director has the right to carry out random tests and inspections of the Work and the performance by the Township of this Agreement. In the event of any discrepancy between the Ministry's test results and those of the Township, the Ministry's results shall govern.

10.0 INTENTIONALLY DELETED

11.0 COMMENCEMENT OF WORK

11.1 The Township shall not authorize the Work to commence until it has:

- (a) received an executed copy of this Agreement;
- (b) received all Permits and Approvals from the Ministry;
- (c) received all authorizations required from other authorities; and
- (d) given the Ministry written notice at least seven (7) business days prior to commencement of the construction of the Work, after having received the Permits and Approvals, as required herein, from the Ministry.

11.2 The Ministry and the Township shall establish and agree upon a construction schedule, including a commencement date, before the Work commences. The Township shall complete the Work no later than November 29, 2013.

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12.0 COMPLETION OF THE WORK

12.1 When, in the opinion of the Township, the Work constructed under the Permits has been satisfactorily performed, and all money owed by the Township has been paid in full, and no lien has been filed in respect of the Work, the Township shall submit written notice to the Director in the form of a letter as set out in **Schedule "C"** of this Agreement, and the Director shall cause the Work to be inspected, and if the Director finds the Work has been satisfactorily completed in accordance with the Approved contract drawings and documents, the Director shall give written notice that the Work is accepted, and:

- (a) a one (1) year warranty period on all of the Work will begin on the date that such written notice is provided to the Township by the Director and the Township will repair, at no cost or obligation to the Ministry, any and all defects to the Work that arise during the one year period; and
- (b) upon the expiry of the one year warranty period, the Ministry will thereafter be responsible for the Work.

12.2 The Township shall deposit with the Ministry both a hard copy and an electronic version of the plans approved by a Professional Engineer of Ontario showing the as-constructed location of the Work and the date of completion within ninety (90) days of the Director's acceptance provided pursuant to **Section 12.1**.

13.0 RISKS, INDEMNITY AND LIABILITY

13.1 The Township shall indemnify and save harmless the Ministry and its agents, from and against any claim, action, cause of action or liability from loss, damage, accident or injury in any manner arising due to, out of, from or in connection with the Work undertaken and performed by the Township, their agents or contractors under this Agreement, except for work negligently performed by the Ministry.

13.2 Solely for the purpose of **Section 13.1** and **Article 14**, but not for the purpose of attributing vicarious liability to the Ministry, all Ministry contractors shall be deemed to be agents of the Ministry and thereby beneficiaries under these Sections.

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14.0 LIABILITY INSURANCE

14.1 The Township, at its own expense, shall obtain and maintain either itself or via the prime contractor, during the period from the time of the application for the **Section 2.1** Permits until the date of the Ministry's written notice that the Work is accepted under **Section 12.1**, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person engaged in the Work under this Agreement would maintain including, but not limited to, the requirements of **Section 14.2**.

14.2 The **Section 14.1** policies shall include:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$ 5,000,000. The policy is to include the following:
 - i. the Ministry as an additional insured with respect to liability arising in the course of performance of the Work, or otherwise in connection with this Agreement;
 - ii. have the Township and the prime contractor constructing the Works as named insureds in that policy;
 - iii. contractual liability coverage;
 - iv. cross-liability clause;
 - v. 30 day written notice of cancellation, termination or material change;
 - vi. non-owned automobile coverage with blanket contractual coverage for hired automobiles; and
- (b) automobile insurance as per statutory requirement in Ontario and /or other jurisdictions, Ontario Automobile Policy (OAP1) Owner's Policy Sections 3 and 4, auto liability for a limit not less than \$2,000,000 per occurrence including Accident Benefits and where applicable Section 7, Loss or Damage Coverage.

14.3 The Township shall provide the Ministry with proof of the insurance required by this Agreement in the form of valid certificates of insurance that reference this Agreement

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and provide the same under **subsection 2.2(a)** prior to the issuance of the Permits, and renewal replacements on or before the expiry of any such insurance.

15.0 DEFAULTS, REMEDIES AND TERMINATION

15.1 In the event of the Township:

- (a) failing to implement the Approved design or construction of the Work in accordance with this Agreement to the satisfaction of the Ministry;
- (b) failing to make, on demand of the Ministry, any payment or payments required to be made under this Agreement;
- (c) failing to do any act, matter or thing required to be done under this Agreement; or
- (d) becoming bankrupt, insolvent or subject to an execution in excess of one hundred thousand dollars (\$100,000.00),

then the Director may instruct the Township to discontinue all Work, or provide another contractor to the satisfaction of the Director. The Ministry may then employ any means the Ministry deems necessary to do or complete any or all of the Work and the Township shall have no claim against the Ministry for loss or damage caused by or resulting from any or all of the Work being taken out of the control of the Township. The Township shall be chargeable with and shall remain liable for all loss, damage, expense, or cost which may be suffered by the Ministry by reason of the default, neglect, omission, bankruptcy, insolvency, or act of insolvency of the Township, and the Township shall be responsible for all costs of the Work.

15.2 Nothing in **Section 15.1** is to be construed as placing an obligation on the Ministry to complete, in whole or in part, the Work.

15.3 If a lien is filed with the Ministry with respect to the Work within the provisions of the *Construction Lien Act*, R.S.O. 1990, c.C.30, as amended, the Township at the cost of the Township shall resolve the lien.

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16.0 PERMANENT ROAD NAME SIGNS AND REGULATORY SIGNS

16.1 The Township, at its own cost, shall be fully responsible for the cost of designing, supplying and installing permanent road name signs and regulatory signs. The design, supply and installation of the signs must be in accordance with the Ministry standards and specifications and in accordance with the Ontario Traffic Manuals. The Township must obtain all required road name signs, warning and regulatory signs from the Ministry's Provincial Sign Shop. The Township must submit its Sign Request Form, in the form attached as **Schedule "D"**, to the Corridor Management Section a minimum of twelve (12) weeks prior to the planned installation date.

16.2 The Township shall also be fully responsible for the cost of relocating any Tourism Oriented Destination Signs (TODS) and LOGOS Signs as a result of the construction of the Work.

17.0 GOVERNING LAWS

17.1 This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada.

18.0 CONFLICTS

18.1 Where there is a conflict between this Agreement and the terms and conditions of other agreements that the Township may have entered into with another party pertaining to the Work, including with a contractor or contractors, this Agreement governs.

19.0 NOTICES

19.1 Any notices to be given under the provisions of this Agreement shall be in writing and shall be given by personal delivery, or sent by facsimile (as further specified below), or

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mailed by prepaid registered mail, or delivered by courier service. Subject to change by either party, upon written notice, notice shall be addressed as follows:

The Ministry: Ministry of Transportation

Mr. Chris Belanger
Project Manager
Ministry of Transportation
Planning and Design Section
1355 John Counter Boulevard
Postal Bag 4000
Kingston, Ontario K7L 5A3
Tel.: 613 540-5187
1-800-267-0295
Fax: 613-540-5106

The Township: THE CORPORATION OF THE TOWNSHIP OF WHITE WATER REGION

Mr. Dean Sauriol
CAO/Clerk
Township of Whitewater Region
June 8th, 2012
Box 40, 44 Main Street
Cobden, Ontario
K0J 1K0

Telephone: 613-646-2282
Facsimile: 613-646-2283

Such notices, shall be deemed to have been received by the party to whom it is mailed on the third business day following the posting, or on the day of delivery if provided by personal delivery, facsimile or courier. Such communication may be delivered by facsimile or other similar means of electronic communications if confirmed by personal delivery, courier or mailing the original documents so sent by prepaid mail on the same or following day, in which event it shall be deemed to have been given and received on the day that it was transmitted. Provided that if an above day deemed for receipt is not a business day, such notice or other communication shall be deemed to have been received on the following business day. Confidential material and billing documents shall not be delivered by facsimile or other similar means of electronic communications.

20.0 REPRESENTATIVE

20.1 The Township shall have a representative on the construction and/or maintenance site and

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provide the Ministry with the name of an official of the Township who may be contacted with respect to any of the Work being carried out.

21.0 TIME OF THE ESSENCE

21.1 Time is of the essence of every provision of this Agreement.

22.0 CORPORATE AUTHORITY

22.1 The Township warrants that they have taken all necessary steps, done all acts, passed all by-laws and obtained all approvals within their power legally required to give them the authority to enter into this Agreement and do the Work, maintenance and repair stated herein.

23.0 ASSIGNMENT

23.1 There shall be no assignment of any part of this Agreement by the Township without the express written consent of the Director.

24.0 FINANCIAL CONTRIBUTIONS

24.1 The Ministry agrees to pay the costs for the rehabilitation of the riding surface of Highway 17 in accordance with **Schedule "B"** attached hereto. Notwithstanding the foregoing, the maximum amount the Ministry will contribute is ONE MILLION SIX HUNDRED THOUSAND (\$ 1,600,000.00) DOLLARS. In the event that the cost of the Work exceeds this amount, the additional costs shall be borne by the Ministry in accordance with **Schedule "B"**. The Township shall pay all of the other costs.

24.2 The Township shall invoice the Ministry periodically for the Ministry's share of the costs, as set out in **Schedule "B"**. The invoices shall be subject to the

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approval of the Director and be in the form and detail as the Director may require;
and the Ministry will pay such invoices, upon the approval of the Director.

THIS AGREEMENT shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

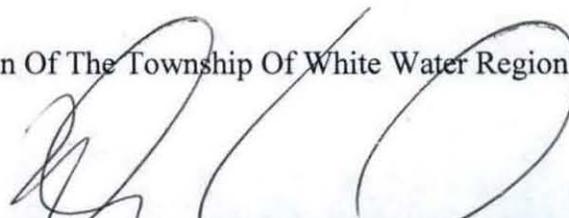
IN WITNESS WHEREOF of the Minister of Transportation on behalf of the Ministry has hereunto set his hand and the Township has hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

SIGNED AND SEALED this day of , 20__

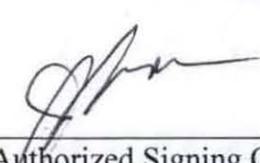
MINISTER OF TRANSPORTATION
(ONTARIO)

SIGNED AND SEALED this 5th day of Sept, 2022

The Corporation Of The Township Of White Water Region



CAO/Clerk - Authorized Signing Officer



Reeve - Authorized Signing Officer
Mayor

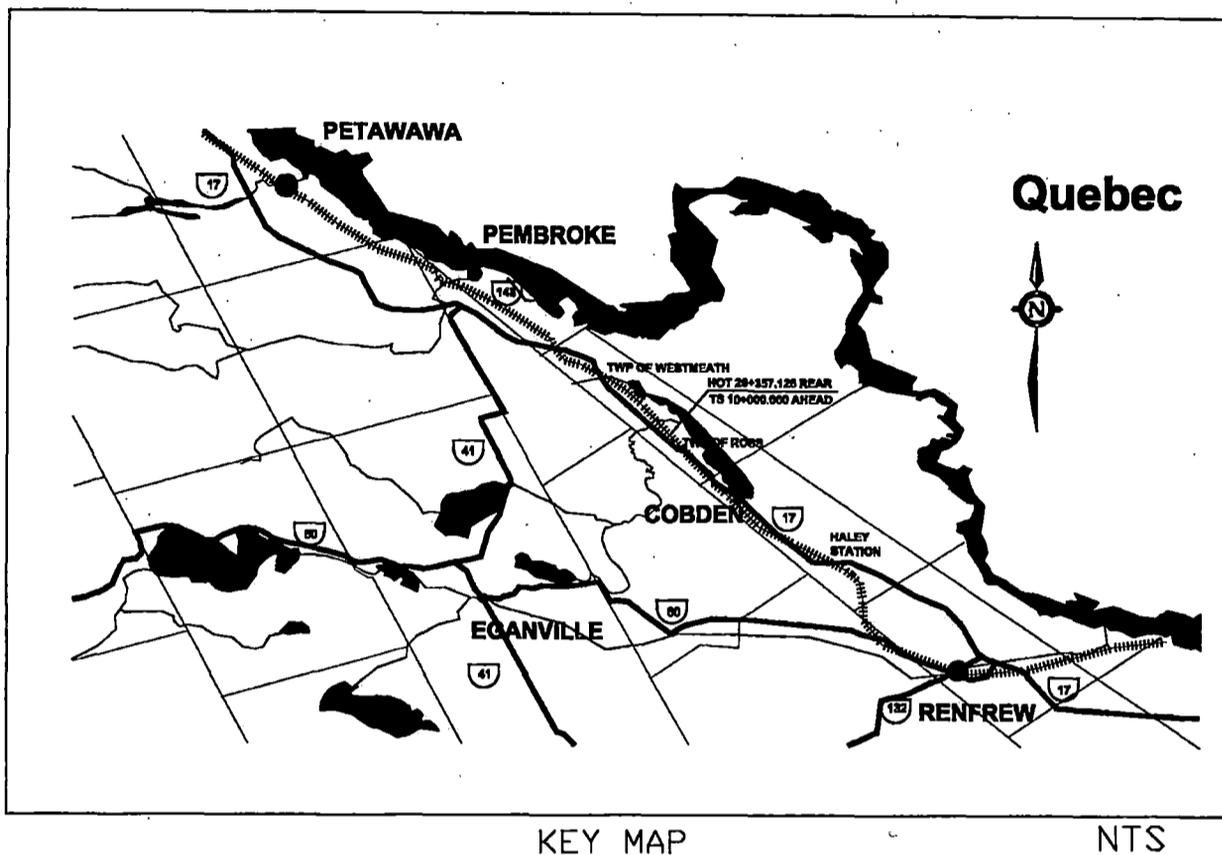
I have authority to bind the Township

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SCHEDULE "A"

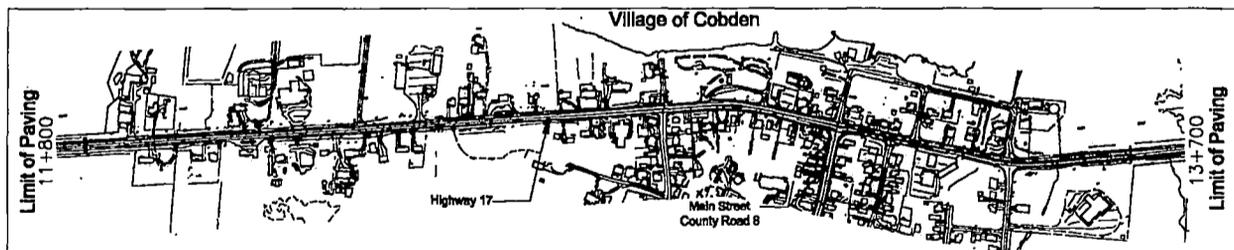
to an Agreement dated August 17, 2012 between the Ministry of Transportation and THE CORPORATION OF THE TOWNSHIP OF WHITE WATER REGION



Key Map Hwy 17 From 11+800 to 13+700 Geographic Township of Ross

Village of Cobden

The Highway Schedule depicting the limits of the detail design and construction for this agreement.



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SCHEDULE "B"

to an Agreement dated August 17, 2012 between the Ministry of Transportation and THE CORPORATION OF THE TOWNSHIP OF WHITE WATER REGION

LUMP SUM COST (Based on MTO internal Estimate)

Schedule B

GWP: 4097-11-00

The Ministry's Contribution:

Costs associated with paving through the Village of Cobden:

Item
Earth Ditch Cleanout
Granular A
Tack Coat
Hot Mix Misc
Superpave 12.5 FC1
Superpave 19
Milling Partial Depth
Pipe Sewer Repair
Pavement Markings
CB Adjust
Curb
Loops
PVMS
Traffic Control

Total Ministry cost include: Construction and Contract Administration.

Ministry's Contribution Actual Lump Sum shall be equal to:

\$ 1,600,000.00

Invoice Timing:

1/3 of Payment @ 30 % completion of Construction

1/3 of Payment @ 60 % completion of Construction

1/3 of Payment @ 100 % completion of Construction

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SCHEDULE "C"

to an Agreement between the Ministry of Transportation and *[insert name of the Township]*

To:

Regional Director
Ministry of Transportation

(the date)

Dear Sir:

Re: Section 12.1 under an Agreement made the _____ day of _____, 20__ as to the Work. The Work is located inside the corridor limits of Highway __ of the Ministry, and is in the area of Lot __, Concession __, in the *[insert name of municipality]* in the *[insert name of Region]*.

This certifies that:

1. The Work has been constructed to completion under (and in compliance with):
 - o the terms of the Agreement,
 - o the standards and specifications of the MTO, and
 - o the Approvals under Section 3.1,by the Township as provided for under the Agreement; and,
2. Without limiting item 1:
 - o all costs to others for labour, material, services, or otherwise incurred or suffered have been paid in full or otherwise resolved; and
 - o no liens by others exist on the date of this certificate as to any cost or matter, as provided for under the Agreement.

The Township request a site meeting for the acceptance of the Work by the MTO pursuant to Section 12.1 of the Agreement.

, For [the Township]

name:
address:

, P. Eng for Contract Administrator for the Township

name:
Township:
address:

