

# The Corporation of the Township of Whitewater Region

By-law Number 17-06-969

---

## **Being a by-law to award Tender 2017-05 HL4 Patching to H & H Construction Inc.**

**Whereas**, Section 5 of the Municipal Act, 2001 S.O. 2001, c.25 as amended states that the powers of a municipality shall be exercised by its Council and generally through by-law; and


**Whereas**, Section 9 of the Act states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and


**Whereas**, Council deems it expedient and necessary to award the tender for HL4 Patching to H & H Construction Inc. to the low bid;

**Now therefore Council of the Corporation of the Township of Whitewater Region enacts as follows:**

1. That the tender for the HL4 Patching to H & H Construction Inc. at a cost of \$13,310.22 (after HST rebate).
2. That the terms of the agreement are as substantially set out in the tender document for the specific project.
3. That the CAO/Clerk and Mayor or Reeve are authorized to execute the agreement, included as Schedule "A" and forming part of this by-law, on behalf of the Corporation of the Township of Whitewater Region.
4. That this by-law shall come into force and take effect upon being passed by Council.

**Read a first, second and third time and finally passed this 21st day of June, 2017.**


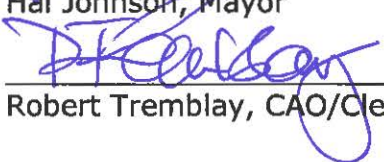
  
\_\_\_\_\_  
**Hal Johnson, Mayor**

  
\_\_\_\_\_  
**Robert H.A. Tremblay, Clerk**

5) This Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

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

SIGNED, SEALED AND DELIVERED in the presence of

) **H & H Construction Inc.**  
)  
) I/We have the authority to bind  
) the corporation  
)  
) Per:  
) \_\_\_\_\_  
)  
)  
) **Township of Whitewater Region**  
)  
) I/We have the authority to bind  
) the corporation  
)  
) Per:  
)   
) Hal Johnson, Mayor  
)   
) Robert Tremblay, CAO/Clerk  
)

**AGREEMENT**

**THIS AGREEMENT** made as of the 21 day of June, 2017,

**BETWEEN: The Corporation of the Township of Whitewater Region**  
(hereinafter called "the Township")

-and-

**H & H Construction Inc.**  
(hereinafter called "the Contractor")

**WHEREAS** the Corporation of the Township of Whitewater Region is desirous that certain Works should be completed, HL4 Patching and has accepted the Tender by the Contractor for the completion of such Works,


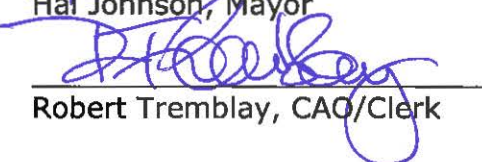
**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- 1) In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2) The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - i) Form of Agreement
  - ii) Addenda
  - iii) Tender Specifications
  - iv) Standard Specifications
  - v) Form of Tender
  - vi) General Conditions of Contract
  - vii) Information to Bidders
- 3) In consideration of the payments to be made by the Township of Whitewater Region to the Contractor, as hereinafter mentioned, the Contractor hereby covenants with the Township of Whitewater Region to complete the Works in conformity in all respects with the provisions of the Contract.
- 4) The Township of Whitewater Region hereby covenants to pay the Contractor in consideration of the completion of the Works at the Contract Price in the manner prescribed by the Contract. The issuance of the final estimate for payment by the Engineer, and the acceptance by the Contractor of the amount or amounts certified for payment there under, shall constitute a waiver and release by the Contractor of all claims by the Contractor under this Contract, against the Township of Whitewater Region or Engineer or his/her designate.

5) This Agreement shall be binding on the heirs, successors and assigns of the parties hereto.

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

SIGNED, SEALED AND DELIVERED in the presence of

) **H & H Construction Inc.**  
)  
) I/We have the authority to bind  
) the corporation  
)  
) Per:  
) \_\_\_\_\_  
)  
)  
) **Township of Whitewater Region**  
)  
) I/We have the authority to bind  
) the corporation  
)  
) Per:  
)   
) \_\_\_\_\_  
) Hal Johnson, Mayor  
)   
) \_\_\_\_\_  
) Robert Tremblay, CAO/Clerk  
)

**AGREEMENT**

**THIS AGREEMENT** made as of the 21 day of June, 2017.

**BETWEEN: The Corporation of the Township of Whitewater Region**  
(hereinafter called "the Township")

-and-

**H & H Construction Inc.**  
(hereinafter called "the Contractor")

**WHEREAS** the Corporation of the Township of Whitewater Region is desirous that certain Works should be completed, HL4 Patching and has accepted the Tender by the Contractor for the completion of such Works,

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- 1) In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2) The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - i) Form of Agreement
  - ii) Addenda
  - iii) Tender Specifications
  - iv) Standard Specifications
  - v) Form of Tender
  - vi) General Conditions of Contract
  - vii) Information to Bidders
- 3) In consideration of the payments to be made by the Township of Whitewater Region to the Contractor, as hereinafter mentioned, the Contractor hereby covenants with the Township of Whitewater Region to complete the Works in conformity in all respects with the provisions of the Contract.
- 4) The Township of Whitewater Region hereby covenants to pay the Contractor in consideration of the completion of the Works at the Contract Price in the manner prescribed by the Contract. The issuance of the final estimate for payment by the Engineer, and the acceptance by the Contractor of the amount or amounts certified for payment there under, shall constitute a waiver and release by the Contractor of all claims by the Contractor under this Contract, against the Township of Whitewater Region or Engineer or his/her designate.