

**THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI**

BY-LAW NO. 10-966

Being a bylaw to authorize the execution of an agreement with Pedersen Construction Inc. for the construction of a Dewatering Trench in Temagami North.

WHEREAS under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS under Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, 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 under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS Council for The Corporation of the Municipality of Temagami deems it desirable to construct a Dewatering Trench in Temagami North;

AND WHEREAS the Council of The Corporation of the Municipality of Temagami deems it desirable to enter into an agreement with Pedersen Construction Inc. to complete said project;

NOW THEREFORE the Council of The Corporation of the Municipality of Temagami hereby enacts the following as a by-law:

1. That the Mayor and Clerk be authorized to execute an agreement with Pedersen Construction Inc. to complete the construction of a dewatering trench in Temagami North at a cost of \$108,800.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

TAKEN AS READ A FIRST TIME this 25th day of November, 2010.

READ A SECOND AND THIRD time and finally passed this 25th day of November, 2010.

MAYOR

CLERK

SCHEDULE "A" TO BY-LAW NO. 2010-966

Agreement between

The Corporation of the Municipality of Temagami

and

Pedersen Construction Inc.

for the

Construction of a Dewatering Trench

In Temagami North

FORM OF AGREEMENT

THIS AGREEMENT made in triplicate this ___ day of November, 2010.

B E T W E E N: CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

(hereinafter called "the Owner")

A N D: PEDERSEN CONSTRUCTION INC.

(hereinafter called "the Contractor")

W I T N E S S E T H:

THAT the Owner and the Contractor shall undertake and agree as follows:

ARTICLE I:

The Contractor will:

- (a) Provide all material and perform all work shown on the drawings and described in the Specifications entitled:

**THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
Temagami North Trailer Park Area
Dewatering Trench Project**

- (b) Do and fulfill everything indicated by this Agreement and in the Contract Documents, and

- (c) Complete, as certified by the Engineer, all the work by *March 31, 2011*.

ARTICLE II:

The Owner will:

- (a) Pay the Contractor in lawful money of Canada for the material and services aforesaid One Hundred and Eight Thousand Eight Hundred and 0/100 Dollars (\$108,800.00), plus HST.

- (b) Make payment on account thereof upon the Engineer's Certificate in accordance with General Conditions of Contract.

ARTICLE III:

A copy of each of the Request for Proposal for Construction Works and Addendum No. 1 and No. 2 are hereto annexed to this Form of Agreement and are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

FORM OF AGREEMENT (CONTINUED)

ARTICLE IV:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by post or telegram addressed as follows:

THE CONTRACTOR: PEDERSEN CONSTRUCTION INC.,
HWY 11 & 65 WEST, P.O. BOX 2409
NEW LISKEARD, ONTARIO, P0J 1P0

THE OWNER: THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI,
P.O. BOX 220, 7 LAKESHORE DRIVE,
TEMAGAMI, ONTARIO, P0H 2H0

THE ENGINEER: STORY ENVIRONMENTAL INC.,
P.O. BOX 716, 332 MAIN STREET,
HAILEYBURY, ONTARIO, P0J 1K0

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

SIGNED AND SEALED IN)
THE PRESENCE OF) PEDERSEN CONSTRUCTION INC.
)
)
) _____
) Contractor (Seal)
)
)
)
) CORPORATION OF THE MUNICIPALITY
) OF TEMAGAMI:
)
) _____
) Mayor
)
) _____
) Clerk (Seal)
)
)
)