

COUNTY ROADWAY MODIFICATION WORK AGREEMENT FOR THE WORK ON COUNTY ROAD NUMBER 21 KNOWN AS ST-JEAN STREET

THIS AGREEMENT made in triplicate this day of 2020.

BETWEEN:

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

Herein after called the "**Municipality**"

OF THE FIRST PART

- AND -

**THE CORPORATION OF
THE UNITED COUNTIES OF PRESCOTT AND RUSSELL**

Hereinafter called the "**County**"

OF THE SECOND PART

WHEREAS County Road Number 21 (St-Jean Street) within the geographical boundaries of the United Counties of Prescott and Russell is a County Road;

AND WHEREAS pursuant to Section 28 of *The Municipal Act*, 2001, chapter 25, it is the Council of the Corporation of the United Counties of Prescott and Russell which has jurisdiction over County Road Number 21.

AND WHEREAS the County is the owner of certain lands and premises being County Road Number 21 commonly known as St-Jean Street in the City of Clarence-Rockland.

AND WHEREAS land owners are subject to a draft plan of subdivision approved by the Municipality pursuant to the provisions of Section 51 of the *Planning Act* R.S.O. 1990, Chapter 13.

AND WHEREAS a traffic impact study, hereinafter referred to as the "TIS" has been prepared by Atrel Engineering Ltd and Castleglenn Consultants Inc. for the City of Clarence-Rockland in order to fulfil draft plan conditions imposed to the land owners.

AND WHEREAS this TIS, dated December 21st, 2018 with Atrel Ref No.180801, identifies multiple improvements on County Road Number 21 known as St-Jean Street in the City of Clarence-Rockland.

AND WHEREAS the County was advised of the proposed developments and improvements on County Road Number 21 and is hereby executing this Agreement in order to secure the provision of certain facilities, works and matters.

AND WHEREAS The Municipality agrees to improve County Road Number 21 (St-Jean Street) at their own expenses.

AND WHEREAS the Municipality will complete certain works within the actual County Road Number 21 allowance and any future road widening, more particularly described in this Agreement and which are hereinafter referred to as the "Work".

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the approval of the plans for the Work on County Road Number 21 by the County and the sum of One Dollar (\$1.00) of lawful money of Canada paid by the County to the Municipality the receipt whereof is hereby acknowledged by the Municipality, the Municipality and the County agree as follows:

1. DEFINITION, LAND AND SCHEDULES

1.1. In this Agreement:

"Municipality" - shall mean the party of the first part;

"Work" - shall mean any works, material, matter or thing required by this Agreement to be supplied or performed within or currently outside the County road allowance, or any part thereof and includes any works regarding the interest of the County referred to in Schedule "A".

"County" - shall mean the Corporation of the United Counties of Prescott and Russell and shall include any employee or agent authorized by the Council of the said County to act on its behalf

"Substantial Completion" – shall mean the stage of a construction or a designated portion of the project that is sufficiently complete, in accordance with the construction documents, so that the County may use the construction project or designated portion thereof for the intended purpose

1.2. The following Schedules are attached hereto and form part of this Agreement.

Schedule "A" – Work Description for St-Jean Street

2. GENERAL

2.1. This Agreement applies to any Work within the County Road Number 21 allowance and any future road widening as described in Schedule "A".

- 2.2. The Municipality hereby agrees that the Work affected by this Agreement are as described in Schedule "A" and this Agreement.
- 2.3. The Municipality shall not call into question, directly or indirectly, in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the County to enter into this Agreement and to enforce each and every term, covenant and condition herein contained.
- 2.4. The Municipality covenants and agrees to:
 - 2.4.1. retain a professional consulting engineer, at their own costs, experienced in the municipal engineering field who will carry out all necessary engineering requirements associated with the municipal class environmental assessment, the design, the construction and installation of the Work;
 - 2.4.2. submit to the County engineering design drawings, reports and cost estimate as may be required from the approved Work described in Schedule "A", for review and approval by the County, to the satisfaction of the County;
 - 2.4.3. negotiate, retain, at their own expenses, and transfer to the County any required lands, such as road widening, road allowances, daylight triangles, located outside of a draft approved plan of subdivision to accommodate for the Work, which shall be dedicated as public highways for final approval and shall be deeded to the County, to the satisfaction of the County;
 - 2.4.4. carry out the recommendations contained in the approved Work described in Schedule "A", the design and reports. Such improvements shall be constructed at the Municipality expenses and to the satisfaction of the County. The Municipality shall provide "As-Builts" drawings of the improvement Work, to the satisfaction of the County, once said Work are "deemed completed" and accepted by the County;
 - 2.4.5. reinstate, to the satisfaction of the County, any damage that occurs from construction traffic, as deemed necessary by the County;
 - 2.4.6. construct the Work in a good and workmanlike manner and in accordance with all of the County standards and practices along with all statues and regulations applicable to the Work and only in accordance with the approved plans for the Work; and
 - 2.4.7. not undertake work on any proposed public right-of-way, which includes any public highways, easements or reserves, prior to the approval of the County.

- 2.5. The County shall have the right at all time to inspect the Work. If at any time the County is of the opinion that Work is not being carried out in accordance with approved plans and specifications or in accordance with good engineering practice, the County may stop all or any part of the work until it has been placed in satisfactory condition.
- 2.6. That the right-of-way for County Road Number 21, subject to this Agreement be widened as required to accommodate for all Work, and that the Transfer/Deed of land conveying the said land to the County must be prepared and executed at no cost or encumbrance in consideration of the payment of \$1.00.
- 2.7. The Municipality will refer to this Agreement in any Plan of Subdivision Agreement entered to with any land owner affected by the Work described in Schedule "A".

3. COMPLETION OF WORK

- 3.1. The Municipality agrees to complete the municipal class environmental assessment by December 31st, 2020, or as amended and agreed by both parties.
- 3.2. The Municipality shall involve, consult, correspond and consider (or shall cause its general contractor or engineering consultant) the County as a major stakeholder and/or owner during the municipal class environmental assessment process, the design and during the construction of the Work.
- 3.3. The Municipality shall consult and invite (or shall cause its general contractor or engineering consultant) the County to the start-up meeting, to all site construction meetings or any other meetings regarding the interest of the County.
- 3.4. The Municipality acknowledges and agrees that:
 - 3.4.1. it is being given permission to commence construction of the Work once the reports and construction plans are approved by the County.
 - 3.4.2. it may be required to modify, alter, relocate and reconstruct certain of the Works based on the final drawings and plans approved by the County;
 - 3.4.3. it will comply with every direction issued or given by the County during the course of the work, including but not limited to the cessation of work, the installation or carrying out of additional works, rectification of deficiencies, the phasing of Works construction and installation or any other matter the County deems to be in the interest of the proper development of County Road Number 21 and surrounding areas;

- 3.5. The Municipality agrees to Substantially Complete the Work as per Schedule "A". The Municipality further agrees that the proposed Work, including landscaping detail, shall be completed in conformity with the approved design and to the satisfaction of the County.

4. INSPECTION AND RIGHT OF ENTRY

- 4.1. The Municipality covenants and agrees that the County and any of its employees or agents may enter onto the Work at any time in order to make all necessary inspections relating to the construction and installation of the Work.

5. DRAINAGE REQUIREMENTS

- 5.1. The Municipality agrees to construct all Work, in the manner and design prescribed in the plans approved by the County, which are necessary to provide proper drainage and proper grade control of the Work and including any work necessary for drainage to an outlet.

6. LANDSCAPING REQUIREMENTS

- 6.1. The Municipality shall install landscaping to the satisfaction of the County.
- 6.2. Without the prior written consent of the County, no living tree or bush shall be cut down, damaged or removed from the road allowance except for the sole purpose of the Work indicated by the plans and specifications approved by the County.
- 6.3. The Municipality shall replace, in accordance with the plans, any landscaping material which dies within two (2) years of planting and which is put on the road allowance in compliance with the design.

7. UTILITIES REQUIREMENTS

- 7.1. That, where the relocation or removal of any existing utility facility, including electrical, gas, water, sewer, telephone and cablevision, is required as a direct result of Work, the Municipality shall pay the actual cost associated therewith to the satisfaction of the appropriate utility authority.

8. ADDITIONAL REQUIREMENTS

- 8.1. Until all Work has been completed to the satisfaction of the County, the Municipality shall immediately remove at their expenses any mud or debris

deposited on any public roads used for access to the Work which mud or debris has been deposited as a consequence of any Work carried out under the terms of this Agreement.

- 8.2. Subject to a permit, the County may designate points of access for construction vehicles to the construction site or Work during the period of construction. The Municipality may also be required to erect at their expenses, at locations determined by the County, signs to prevent construction vehicles from using the roads other than the approved route.
- 8.3. Where any road has been used for the provision of access to a construction site and has been damaged by the Municipality, or any employee or authorized agents of the Municipality as a result of such use, the Municipality shall restore or reconstruct it to its former state to the satisfaction of the County.
- 8.4. The Municipality shall not dump or permit to be dumped any fill or debris on adjacent lands, except as approved by the County.

9. FINANCIAL REQUIREMENTS

- 9.1. It is further agreed that County Road Number 21 (St-Jean Street) roadway modifications Work required to be provided and maintained in this Agreement on County property shall be provided and maintained by the Municipality at its sole risk and expense and to the satisfaction of the County. In order to ensure that such matters and things are provided and maintained by the Municipality, before the commencement of Work, the Municipality shall provide proof that a performance bond in an amount equal to one-hundred percent (100%) of the estimated cost of works was provided to the Municipality from the selected Contractor performing the Work.

10. GENERAL CONDITIONS

- 10.1. In every clause of this Agreement, unless the contrary intention appears, words importing the singular number or the masculine gender only, include more persons, parties or things of the same kind that one, and females as well as males and the converse, and a word interpreted in the singular number has a corresponding meaning when used in the plural.
- 10.2. Any notice required or permitted by this Agreement to be given by the parties hereto shall be in writing in an electronic format or hardcopy and shall be conclusively deemed to have been delivered on the date sent electronically or of mailing of such notice. Any such notice shall be forwarded to the recipient's email address or business address as follows:

Municipality: Julian Lenhart
City of Clarence-Rockland
1560 Laurier Street
Rockland ON K4K1P7
jlenhart@clarence-rockland.com

County: Public Works Department
The Corporation of the United Counties of Prescott and Russell
59 Court Street, Po Box 304
L'Orignal, Ontario K0B 1K0
TravauxPublics@prescott-russell.on.ca

11. SPECIAL CONDITIONS

- 11.1. The Municipality shall ensure that all Work shall be made as per the engineering standards of the County. The Municipality is responsible to follow all applicable by-laws and regulations.
- 11.2. The Contractor hired by the Municipality shall obtain proper permit(s) (e.i Road cut, entrance, entrance relocation, etc) from the County prior to the commencement of any Work within the road allowance of County Road Number 21. No fees and deposits will be applicable.
- 11.3. Prior to the commencement of Work, the Municipality shall submit a traffic control plan which will be revised by the County for all Work. No Work shall occur until such time as the County has approved the traffic control plan. The installation, management and up-keep of the traffic control plan and all Work within or adjacent to the County road allowance will be the responsibility of the Municipality.
- 11.4. All Work reinstatement shall be completed to the satisfaction of the County and the Municipality shall warrant this work covering both labour and material for a period of two (2) years from the date of substantial completion to the satisfaction of the County. Extend the warranty on replaced work and workmanship for a period of one (1) year from the date of replacement work and/or workmanship.

12. MODIFICATIONS

- 12.1. The Municipality shall notify the County of any proposed changes of the Work required under this Agreement.

- 12.2. The two parties recognize that any part of this Agreement may be amended from time to time by mutual agreement without terminating the Agreement. The parties further agree that all minor amendments that do not affect the general spirit and intent of this Agreement may be approved by the Municipality and the County.

13. INSURANCE

- 13.1. The Municipality shall provide on or before the execution of this Agreement, (or shall cause its general contractor to provide prior to commencement of work where noted below) and continue in force until such time as all obligations under this Agreement are satisfied the following insurance:

- 13.1.1. Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000. annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; Owners & contractors protective liability; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; cross liability and severability of interest clause.

Such insurance shall add the Corporation of the United Counties of Prescott and Russell as Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Corporation of the United Counties of Prescott and Russell.

- 13.1.2. Prior to the commencement of any work, the Municipality shall cause its general contractor ("GC") to provide Commercial General Liability Insurance (the "GC Policy") issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions relating to their operation under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; products; broad form completed operations; Owners & contractors protective; occurrence property damage; employees as Additional Insured(s); contingent employers liability; cross liability and severability of interest clause.

Coverage shall include Limited Pollution - \$1,000,000. Sub-Limit Sudden & Accident

The GC Policy shall have no exclusion pertaining to shoring, blasting, excavating, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading if applicable.

The GC policy shall include completed operations coverage for 24 months and shall be maintained in full force until final acceptance of the Work by the County.

Such insurance shall add the Municipality and the Corporation of the United Counties of Prescott and Russell as Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Municipality and the Corporation of the United Counties of Prescott and Russell.

- 13.1.3. The GC shall provide evidence of Automobile Liability Insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000 inclusive for each and every loss.

Any Deductible applicable to the above noted policies shall be the sole responsibility of the Municipality or GC as applicable and the County shall bear no responsibility for the deductible.

The contractor is required to insure the physical damage to their property / assets and failure to do so will not impose any liabilities on the County or Municipality.

- 13.1.4. The above noted policies shall not be cancelled, altered or lapsed unless the Insurer notifies the County in writing at least thirty (30) days prior to the effective date of any material change, cancellation or termination.
- 13.1.5. Prior to commencement of work, the Municipality shall furnish to the County with a certificate of insurance evidencing the above noted insurance. The insurance policy will be in a form and with a company licensed to carry on business in Ontario and which are, in all respects, acceptable to the County.
- 13.1.6. Approval of the insurance by the County shall not relieve or decrease the liability of the Municipality hereunder.

14. INDEMNIFICATION / HOLDLESS AGREEMENT

- 14.1. The Municipality shall defend, indemnify and save harmless the Corporation of the United Counties of Prescott and Russell, their elected officials, officers, and employees, from and against any and all claims arising from negligence acts or omissions , actions, causes of action, losses, expenses, fines, costs

(including legal costs), interest or damages arising from negligence acts or omissions, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Municipality, their directors, officers, employees, contractors, subcontractors, and those parties whom they are legally responsible in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

- 14.2. The Municipality agrees to defend, indemnify and save harmless the Corporation of the United Counties of Prescott and Russell, from and against any and all claims arising from negligence acts or omissions, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages arising from negligence acts or omissions arising out of or related to the Municipality's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Municipality in accordance with this Agreement, and shall survive this Agreement.

15. WORKPLACE SAFETY INSURANCE BOARD (WSIB)

- 15.1. The Municipality shall provide on or before the execution of this Agreement, (or shall cause its general contractor to provide prior to commencement of work where noted below) a valid Workplace Safety Insurance Board Certificate (WSIB) of Clearance to the satisfaction of the Counties and have its validity updated as necessary. The Municipality shall provide updated "Certificates of Clearance" for the duration of the contract.

16. TERMINATION OF AGREEMENT

- 16.1. This Agreement shall take effect once signed by both parties and shall remain in effect annually thereafter until terminated by either Party providing ninety (90) days written notice of termination.

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals duly attested to the hands of their proper signing officers duly authorized in that behalf,
this day of 2020.

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

Per: _____
XXXXXXXXXX

I/we having the authority to bind the corporation

THE CORPORATION OF THE UNITED COUNTIES OF PRESCOTT AND RUSSELL

Per: _____
XXXXXXXXXX

I/we having the authority to bind the corporation

SCHEDULE “A” – WORK DESCRIPTION FOR ST-JEAN STREET

The latest traffic impact study prepared by Atriel Engineering Ltd and Castleglenn Consultants Inc, dated December 21st, 2018. Atriel Reference No. 180801 identifies the need and required work to improve St-Jean Street from Patricia Street to Poupart Road. The improvements consist of the following and are well described in the TIS as well as the Appendix C, D, E, F, G, H & I of the TIS :

- Roundabouts are recommended to be constructed at St-Jean Street / Dr. Corbeil Boulevard and St-Jean Street / Street No.1 access into the Morris Village development
- Single roundabouts and a 2-lane Poupart Road would be constructed. It should be acknowledged that a 2-lane Poupart Road does reach capacity by this horizon year if development progresses at the rate assumed within the report. The intersections should be monitored to confirm if a 4-lane Poupart/St-Jean facility and double roundabouts are preferred. Consideration should be given to construct double roundabouts and a 4-lane St-Jean/Poupart Rd from the outset to avoid staging costs and throw-away infrastructure;
- The maximum acceptable proposed gradient for St-Jean Street hill [UCU (50km/hr.)] is recommended to be 8% for rolling topography. This would flatten the slope by almost half of the existing slope.
- The design is to include a paved multi-use pathway and/or concrete sidewalk located within the boulevard to provide for a safe area for pedestrians and cyclists along St-Jean Street.

Figure 5.14 and Figure 5.15 of the Multi-Modal Transportation Master Plan final report dated December 2019 prepared by Stantec identifies the recommended 2023 and 2028 improvements along St-Jean Street. The timing schedule is also identify in Appendix C.2 Table 2 page 80 of the Development Changes Background Study prepared by Hemson Consulting Ltd dated September 18,2019.

The Work identify above is to be built and operational prior to December 31st, 2023 or as amended and agreed by both parties.