

BYLAW #2013-01 A BYLAW TO ENTER INTO AN AGREEMENT FOR CUSTOM MOWING

M-11 (a)

THIS AGREEMENT, made in duplicate this 8 day of Aug., 2013.

BETWEEN: Fran's Contracting
C/O Francis Ecker
P.O. Box 35
Barthel
SOM 0C0
in the Province of Saskatchewan (hereinafter called the "Contractor")

- and -

The Rural Municipality of Frenchman Butte No. 501 of the Province of Saskatchewan
(hereinafter called the "Municipality")

WITNESSETH THAT:

The Contractor and the Municipality undertake and agree that:

1. The Contractor shall mow the grass on approximately 200 miles of municipal road, as designated by the Municipality for the years 2013, 2014, and 2015.
2. The Contractor shall furnish all labour, material and equipment required.
3. The Contractor shall have liability insurance in an amount of not less than \$1,000,000.00, and provide a copy of the same to the Municipality before starting work for the season.
4. The Municipality shall pay all required fees for Saskatchewan Workers Compensation Board coverage on behalf of Fran's Contracting. This amount will be invoiced to Fran's Contracting.
5. Actual work must be commenced no later than August 15, or later date at the discretion of the Municipality, and the rate of progress must be such that the whole will be completed on or before October 15, or such date as the Municipality may for any reason determine, and the Contractor shall perform the work in the order as determined by the Municipality.
6. Payment shall be at the following rates and all cuts are to be a 15 (fifteen) foot width:

1 cut each side of road surface	\$142.37/mile
2 cuts each side of road surface	\$228.95/mile
3 cuts each side of road surface	\$320.59/mile
4 cuts each side of road surface	\$402.08/mile

The Municipality will determine how the designated roads will be cut.

These prices are per mile of road and include the following:

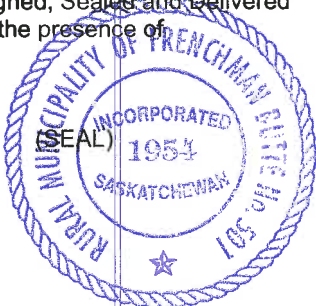
- wash-out areas
- slough areas
- treed areas (trees over 2½ in diameter)

7. The Municipality agrees to pay the Contractor on completion (pursuant to the Public Works Supervisor and council approval) for the actual amount of work done at the unit prices herein set forth. Progress payments shall be authorized at a regular council meeting.
8. Neither party of this agreement shall assign, transfer or sublet the agreement or any part hereof, without the written consent of the other.

This agreement shall ensure to the benefit of and be binding upon the parties hereto, and their successors, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date which is indicated first herein.

Signed, Sealed and Delivered
in the presence of)



Francis Ecker
Fran's Contracting, C/O Francis Ecker

Bruce Mitzley
Reeve

B. [Signature]
Administrator

Certified a true copy of Bylaw No. 2013-01

Bruce Mitzley
Reeve

B. [Signature]
Administrator

