

GRAVEL CRUSHING AGREEMENT

BETWEEN: **RURAL MUNICIPALITY OF SPIRITWOOD NO. 496**
Box 340
Spiritwood, SK
S0J 2M0
(herein called "the R.M.")

AND:

(herein called "the Contractor")

WHEREAS:

- (a) The R.M. is entitled to, and has access to, gravel located on land described as:
- NE 10-53-11-W3, Surface Parcel 161610511 (hereinafter called "Laventure Land")
 - SE 29-51-08-W3, Surface Parcel 131174478 (hereinafter called "Pelchat Land")
- (b) The R.M. desires to obtain, and the Contractor desires to provide, services to crush and stockpile gravel and on the above listed properties.

THE PARTIES AGREE AS FOLLOWS:

1. The Contractor will attend at the above aforementioned lands to crush gravel for the R.M. in the total amount of approximately 26,000 cubic yards of Type 106 Traffic Gravel and 4,000 cubic yards of 1 ½ inch gravel. The total volume of crushed gravel will be sourced as follows:
 - (a) 18,000 cubic yards of Type 106 traffic gravel and 2,000 cubic yards of 1 ½ inch gravel from the Laventure Land, to be completed by May 31, 2017; and
 - (b) 8,000 cubic yards of Type 106 traffic gravel and 2,000 cubic yards of 1 ½ inch gravel from the Pelchat Land, to be completed by June 30, 2017; and
2.
 - (a) The RM will pay to the Contractor the sum of \$ _____ per cubic yard of crushed Type 106 traffic gravel and a sum of \$ _____ per cubic yard of 1 ½ inch gravel sourced from the Laventure Land.
 - (b) The RM will pay to the Contractor the sum of \$ _____ per cubic yard of crushed Type 106 traffic gravel and the sum of \$ _____ per cubic yard of 1 ½ inch gravel sourced from the Pelchat Land.
4. The payments from the R.M. to the Contractor will be made at the completion of work and the receipt of the gravel stock pile measurements from the R.M.'s Engineer. No shrinkage will be calculated.
5. The gravel to be crushed by the Contractor shall be done, so far as practicable, in an orderly fashion.
6. The Contractor will provide all equipment, labour, materials and other such things as are necessary to crush and stock pile the gravel.
7. This agreement shall go to the benefit of and be binding upon the R.M., the Contractor and their respective executors, administrators, successors and assigns.

8. The Contractor shall not be entitled to assign this agreement without the written consent of the R.M.
9. The Contactor shall complete all work described in this agreement by the dates outlined in Section 1(a) through 1(e), or a penalty of \$500/day may apply at the discretion of the R.M. until the work is completed.

IN WITNESS WHEREOF the Rural Municipality of Spiritwood No.496 has caused its seal to be affixed attested to by the hands of its proper officers in that behalf this _____ Day of _____, 2017

RURAL MUNICIPALITY OF SPIRITWOOD NO. 496

Reeve

SEAL

Administrator

IN WITNESS WHEREOF _____(company name) has caused its corporate seal to be affixed attested to by the hands of its proper officers in that behalf this _____ Day of _____ 2017.

Company Name

SEAL

Per:

Per: