

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2002-56

**A By-law to authorize the signing of an agreement between
the Town of Amherstburg and Canadian Water Services**

WHEREAS Council of the Town of Amherstburg deems it proper to replace water meters in a portion of the Town and;

WHEREAS a quotation has been obtained from Canadian Water Services and after review by the Public Works Department, it is recommended that it be accepted in accordance with a report from the Public Works Manager dated February 1, 2002.

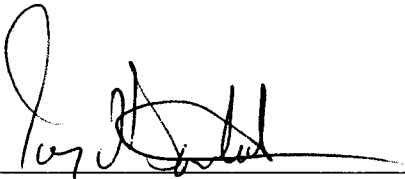
**NOW THEREFORE THE COUNCIL OF THE
TOWN OF AMHERSTBURG ENACTS AS FOLLOWS:**


1. That we enter into an agreement with Canadian Water Services for water meter replacement in the northeast portion of the Town as shown on the attached map.
2. That the cost be as shown in the attached quotation with the estimated total of \$83,160.00 to remove and replace approximately 450 meters.
3. That the Mayor & Clerk be authorized to sign the attached agreement with Canadian Water Services.

1st Reading: October 28, 2002

2nd Reading: October 28, 2002

3rd Reading: October 28, 2002


MAYOR


CLERK

AGREEMENT

THIS AGREEMENT made in triplicate this 1st day of October, 2002.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part,

AND

CANADIAN WATER SERVICES

hereinafter called the Contractor) of the second part.

WHEREAS the Corporation is desirous that certain works should be constructed, viz., the construction of the:

WATER METER REPLACEMENT- NORTH EAST QUADRANT - 2002

of the Town of Amherstburg and appurtenances and has accepted a Tender by the Contractor for the construction, completion and maintenance of such works:

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The Contractor hereby covenants and agrees to provide and supply at his expense, all and every kind of labour, machinery, equipment and materials for, and to undertake and complete in strict accordance with his Tender dated this

30TH day of JANUARY, 2002,

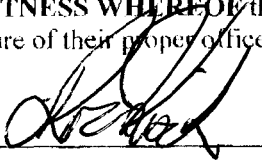
and the Contract Documents (consisting of the General Conditions of Contract, Drawings, Specifications, Information to Tenderers, Special Provisions of Contract, if any, (including all modifications thereof and incorporated in the said documents before their execution) prepared by the Town of Amherstburg Public Works Department and all of which said documents are annexed hereto and form part of this Agreement to the same extent as if fully embodied herein, the construction of the above noted works for the sum of _____

AS PER ATTACHED UNIT COSTS
_____ dollars (\$))

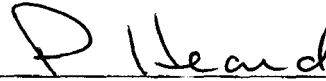
2. The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the Town of Amherstburg Public Works Department, within the specified time in his Tender. Time shall be deemed the essence of the contract.

- 3. The Contractor further covenants and agrees that he will at all times, indemnify and save harmless, the Corporation of the Town of Amherstburg, along with their respective officers, servants and agents, from and against all loss and damages whatsoever which may be made or brought against the above listed by reason or in consequence of the non-execution or negligent execution thereof by the Contractor, its servants, agents or employees.
- 4. The Corporation hereby covenants and agrees that if the said Work is duly and properly executed and materials are provided as aforesaid, and if the said Contractor carries out, performs and observes all of the requirements and conditions of this Agreement, the Corporation will pay to the Contractor, the price set forth in his Tender, such payment or payments to be made in accordance with the provisions of the General Conditions of the Contract referred to above.
- 5. This Agreement and everything herein contained shall endure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals, if any, duly attested by the signature of their proper officers in that behalf, respectively.



 WITNESS AS TO SIGNATURE OF
 CORPORATION



 Contractor's Signature and Seal

CWS

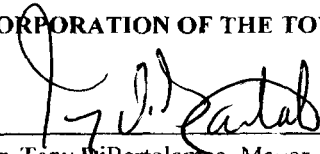
 Contractor's Name

4102 Eastgate Cr. London Ont

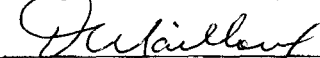
 Contractor's Address

N6H 1B2

CORPORATION OF THE TOWN OF AMHERSTBURG



 Mr. Tony DiBartolomeo, Mayor



 Mr. David Mailloux, Clerk

 WITNESS AS TO SIGNATURE OF CORPORATION

March 7, 2002

Meter Pricing

| | |
|---|-----------------|
| <i>5/8 x 3/4 SR ECR/TRPL Pit Meter</i> | <i>\$94.50</i> |
| <i>adder for pit lid mounting bracket</i> | <i>\$8.95</i> |
| <i>1" SR ECR/TRPL Pit Meter</i> | <i>\$205.00</i> |
| <i>2" SR/ECR TRPL Pit Meter</i> | <i>\$585.00</i> |

Basic Inside Remove and Replace *\$60.00*

Standard ecr 5/8x3/4 House Meter *\$92.00*

Labour adder for Problem Pits *\$35.00*

Dig up and remove cracked lids

Bad Tails and Control Valve removal

Poor fittings and plumbing

Prices firm till February 15 2002.

After this date all prices to be 5% Higher.

Staff available for immediate start if advised before February 15 2002.

After this date we will require at least 30 days notice.

We thank you for the opportunity to quote and look forward to working with you on upgrading your meter requirements.

Rob Kisch

Canadian Water Services



The Corporation of The Town of Amherstburg

P.O. BOX 159
271 SANDWICH ST., SOUTH
AMHERSTBURG, ONTARIO
N9V 2Z3

PUBLIC WORKS DEPARTMENT
Bus (519) 736-3864
Fax (519) 736-7080

LOU ZARLENGA, P. Eng.
Public Services Manager

FAX TRANSMITTAL SHEET

SEND TO: Paul Hero

COMPANY: C.W.S. / P.W.P.

FAX NO. 519-452-~~5555~~ 0545

FROM: KL

DATE: Oct 2/02 TOTAL NO. OF PAGES 6

SUBJECT: Contract review

MESSAGE: Any concerns reply to

lzarlenga@town.amherstburg.on.ca

4102 Eastgate Crescent,
London, Ontario.
N6L-1B2
Phone- (519)-652-5555
Fax - (519)-652-0545
E-mail - rkisch@odyssey.on.ca

C.W.S.
Canadian Water Services
London

Quotation

To: Amherstberg – Attn- Lou Zarlenga **From:** Bob Kisch

Fax: 519-736-7080 **Pages:**

Phone: **Date:**

Re: Meter Pit Requirements **CC:**

Urgent For Review Please Comment Please Reply Please Recycle

It was a pleasure meeting with you and Bob today to discuss some of your metering requirements.

Please find following a more detailed breakdown of the requirements of your municipality.

As mentioned time is of the essence.

We thank you for the opportunity to provide you with pricing.

Labour Only

Remove and replace 5/8 or 1/2 Water Meter

Drill Pit Lid and Mount touchpad

Basic Remove and replace **\$75.00**
