

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BYLAW NO. 2007-11

**Being a bylaw to authorize the signing of an agreement
between Canadian Water Services (A Division of Ontario
Water Products) and the Corporation of the Town of Amherstburg**

WHEREAS the Town of Amherstburg deems it necessary to upgrade water meters in the Town Water System;

AND WHEREAS the Town of Amherstburg has prepared tenders and completed the tender process for the 2006 Water Replacement Program;

AND WHEREAS Canadian Water Services (A Division of Ontario Water Products) submitted the only tender in the amount of \$85,882.79 including GST;

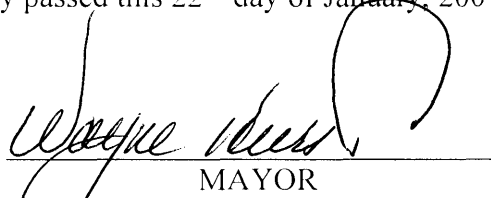
AND WHEREAS Council passed a resolution accepting Canadian Water Services (A Division of Ontario Water Products) tender at the Council meeting held on October 23, 2006;

AND WHEREAS an agreement between the Town of Amherstburg and Canadian Water Services (A Division of Ontario Water Products) has been prepared and said agreement is attached hereto as Schedule "A" and forms part of this Bylaw;

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

1. That the Mayor and Clerk be, and they are hereby authorized and instructed to execute the originals and the copies of the agreement between the Town of Amherstburg and the Canadian Water Services (A Division of Ontario Water Products) for the 2006 Water Meter Replacement Program and to affix the corporate seal thereto.
2. That this Bylaw shall come into force and take effect on the date of final passage thereof.

Read a first, second and third time and finally passed this 22nd day of January, 2007.


MAYOR


CLERK

Certified to be a true copy of Bylaw
No. 2007-11 passed by Council of the
Town of Amherstburg on the 22nd day
of January, 2007.

CLERK

AGREEMENT

THIS AGREEMENT made in triplicate this 26th day of October, 2006.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG
(hereinafter called the Corporation) of the first part.

AND

Canadian Water Services (A Division of Ontario Water Products)
(hereinafter called the Contractor) of the second part.

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

2006 WATER METER REPLACEMENT PROGRAM

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

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

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 the

12th day of October, 2006,

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 Public Works Department and all of which said documents are annexed hereto and form part of this Agreement to the same extent as fully embodied herein, the construction of the above noted works for the sum of

Eighty Five Thousand, Eight Hundred and Eighty Two Dollars
and Seventy Nine Cents (\$85,882.79) including GST

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.

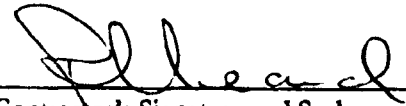
The Contractor further covenants and agrees that he will at all times, indemnify and save harmless, the Corporation of the Town of Amherstburg along with their respective officers, servants and agents, from and against all loss and damages whatsoever which may be made or brought against the above listed by reason or in consequence of the non-execution or negligent execution thereof by the Contractor, its servants, agents or employees.

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 to above.

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

Paul Heard
Contractor's Name

4102 Eastgate Court London
Contractor's Address

CORPORATION OF THE TOWN
OF AMHERSTBURG