

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2014-119

**By-law to enter into a contract with CH2MHill for the Engineering Services for the  
McGregor Inflow and Infiltration Program**

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**WHEREAS** under Section 9 of the Municipal Act 2001, S.O., 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

**AND WHEREAS** under Section 8(1) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

**AND WHEREAS** the Council of The Corporation of the Town of Amherstburg deems it expedient to enter into a contract with CH2MHill for the Engineering Services for the McGregor Inflow and Infiltration Program

**NOW THEREFORE** the Council of The Corporation of the Town of Amherstburg enacts as follows:

1. That the Council of The Corporation of the Town of Amherstburg agrees to enter into the contract as attached hereto as Schedule "A" to this By-law.
2. That the Mayor and Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of Town of Amherstburg.
3. This By-law shall come into force and take effect immediately upon the final passing thereof.

Read a first, second and third time and finally passed this 15th day of December, 2014.

  
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MAYOR – ALDO DICARLO

  
\_\_\_\_\_  
MUNICIPAL CLERK – PAULA PARKER

**AGREEMENT**

**THIS AGREEMENT** made in triplicate this 27<sup>th</sup> day of March, 2015.

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

**AND**

**CH2M HILL Canada Limited**  
(hereinafter called the Consultant) of the second part.

**WHEREAS** the Corporation is desirous that certain services should be provided for the implementation of:

**ENGINEERING SERVICES FOR THE MCGREGOR INFLOW AND INFILTRATION PROGRAM**

In the Town of Amherstburg and has accepted a Proposal by the Consultant for this purpose.

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

The Consultant hereby covenants and agrees to provide all and every kind of labour and materials for, and to undertake and complete in strict accordance with his Proposal dated the:

14<sup>th</sup> day of November, 2014

And the Consultant Documents (consisting of the contents and requirements for this Request for Proposal, including all modifications thereof and incorporated in the said documents before their execution) prepared by the Town of Amherstburg and all of which said documents are annexed hereto and form part of this Agreement to the same extent as fully embodied herein, the provision of the above noted works for the sum of:

Ninety thousand dollars (\$ 90,000.00) excluding H.S.T.

The estimated total cost of the effort to deliver the scope described above, excluding applicable taxes . Invoices will be billed based on the actual effort expended, with monthly invoicing on a time and materials basis for services rendered plus reimbursable expenses, not to exceed the upset limit without the Town's prior approval of a budget increase due to a change in scope of work.

The Consultant further covenants and agrees to undertake and complete the said work in a proper workmanlike manner under the supervision and direction and to the satisfaction of the Town of Amherstburg Engineering and Public Works Department acting reasonably within the specified time in his Quotation.

The Consultant 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 to the proportionate extent caused by reason or in consequence of the negligent acts, omissions or willful misconduct of the Consultant, its servants, agents or employees.

In the event that the Consultant fails to commence correction of any non-performance or negligent performance of this Agreement within five (5) days of receiving written notice thereof, the Corporation of the Town of Amherstburg may terminate this Agreement forthwith.

Either party may terminate this Agreement without cause on sixty (60) days written notice to the other.

The liability of the Corporation of the Town of Amherstburg shall be limited to payment for all authorized work performed to the termination date, less the reasonable costs of correcting or performing the said work. The Corporation of the Town of Amherstburg shall not in any event be liable to the Consultant for any consequential damages or other costs related to the termination of this Agreement

The Consultant is not responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the Consultant. In any such event, the Consultant's contract price and schedule shall be equitably adjusted.

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 Consultant carries out, performs and observes all of the requirements and conditions of this Agreement, the Corporation will pay to the Consultant, the price set forth in his Quotation, 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.

  
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WITNESS AS TO SIGNATURE OF  
CONSULTANT

  
\_\_\_\_\_  
Consultant's Signature and Seal

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CH2M HILL CANADA LTD  
Consultant's Name  
72 VICTORIA ST SOUTH, SUITE 300  
KITLACHER, ON N2G 4Y9  
Consultant's address

**CORPORATION OF THE TOWN OF AMHERSTBURG**



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WITNESS AS TO SIGNATURE OF  
CORPORATION



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Aldo DiCarlo, Mayor



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Paula Parker, Deputy Clerk