

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2014-47

**By-law to enter into a contract with Watson & Associates Economist Ltd. for
Development Charges Background Study**

WHEREAS the Municipal Act 2001, S.O., 2001, c. 25, authorizes Council to enter into agreements;

AND WHEREAS the Council of the Town of Amherstburg passed a resolution on May 5, 2014 accepting the proposal from Watson & Associates Economist Ltd. for the completion of the Development Charges Background Study and By-law;

AND WHEREAS the Council of the Town of Amherstburg deems it expedient to enter into a contract with Watson & Associates Economist Ltd. for the completion of the project;

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

1. THAT the Mayor and Clerk be authorized to sign the agreement on behalf of the Corporation of the Town of Amherstburg;
2. THAT 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 9th day of June, 2014.



MAYOR - WAYNE HURST



DEPUTY CLERK - PAULA PARKER

**AGREEMENT
No. 2014-05**

THIS AGREEMENT made in triplicate this 8th day of May, 2014.

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

AND

Watson & Associates Economists Ltd

(hereinafter called the Consultant) of the second part.

WHEREAS the Corporation is desirous that certain works should be designed for the implementation of:

Development Charges Study and Development Charges By-law

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

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

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

24 day of April, 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 construction of the above noted works for the sum of:

Twenty nine thousand seven hundred dollars

_____ (\$ 29,700) excluding H.S.T.

The Consultant further covenants and agrees to provide financial, planning, ~~engineering~~, research and project management necessary for the Development Charges Background Study and associated Development Charges By-law in accordance to the regulations of the Development Charges Act, and pursuant to all applicable legislation, standards, accepted procedures and guidelines.

*as per
proposal
DW*

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 entire satisfaction of the Town of Amherstburg, 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 by reason or in consequence of the non-execution of negligent execution thereof by the Consultant, 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 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.

Amy Despina
WITNESS AS TO SIGNATURE OF
CONSULTANT

Dan Wilson
Consultant's Signature and Seal

Dan Wilson, Director
Consultant's Name

Plaza 3, 101-2000 Argentinia Rd, Mississauga, ON
Consultant's address L5N 1W7

**CORPORATION OF THE TOWN OF
AMHERSTBURG**

M. Rubli
WITNESS AS TO SIGNATURE OF
CORPORATION

Wayne Hurst
Wayne Hurst, Mayor

Brenda Percy, Paula Parker
Director of Corporate and Legal Services / Clerk
Deputy Clerk