

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**BY-LAW NUMBER 06-045**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND XCG CONSULTANTS LTD. FOR PROFESSIONAL SERVICES TO CONDUCT A DETAILED FLOOD REDUCTION STUDY OF THE BEARS CREEK WATERSHED IN THE CITY OF PETERBOROUGH (P-03-06)**

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and they are hereby authorized to execute an agreement between the Corporation of the City of Peterborough and XCG Consultants Ltd., in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this 20<sup>th</sup> day of March, 2006

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, Clerk

**AGREEMENT**

THIS AGREEMENT made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

BETWEEN:

Name of Firm \_\_\_\_\_ **XCG Consultants Ltd.** \_\_\_\_\_  
Address \_\_\_\_\_ **33 Earl Street** \_\_\_\_\_  
City \_\_\_\_\_ **Kingston, ON** \_\_\_\_\_ Postal Code \_\_\_\_\_ **K7L 2G4** \_\_\_\_\_

hereinafter called the "Contractor"

THE PARTY OF THE FIRST PART

- AND -

**THE CORPORATION OF THE CITY of PETERBOROUGH**

hereinafter called the "Municipality"

THE PARTY OF THE SECOND PART

WITNESSETH, that the party of the first part, for and in consideration of the payment or payments specified in the Proposal for this work, hereby agrees to provide all necessary equipment, supplies, labour and other engineering services and, to the satisfaction of the Contract Administrator, to do all the work as described hereafter, furnish all the materials except as herein otherwise specified, and to complete such works in strict accordance with the Proposal herefor, which is identified and acknowledged in the Special Provisions, Specified Work Plan (Scope of Work) and Conditions attached to the Proposal and all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

**DESCRIPTION OF THE WORK**

**The work under Proposal No.P-03-06 is for provision for a Class Environmental Assessment for a Detailed Flood Reduction Study of Bears Creek as defined herein.**

The Consultant further agrees that he will deliver the whole of the works completed in accordance with this Agreement within the time stipulated in Section 6.2 entitled Project Schedule.

The Consultant agrees that any monies due to the Municipality as a result of non-completion of the works within the time stipulated may be deducted from any monies due to the Consultant on any account whatsoever.

IN CONSIDERATION WHEREOF, said party of the second part agrees to pay to the Consultant for all deliverables completed, as per the upset fees provided in the cost schedule, the unit prices on the Proposal.

This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS THEREOF, the Consultant and the Municipality have hereunto signed their names and set their seals on the day first above written, or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Contractor or Seal of the Corporation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor, City of Peterborough

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Clerk, City of Peterborough