

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 06-069

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND TOTTEN SIMS HUBICKI ASSOCIATES (1997) LIMITED TO CONDUCT A DETAILED DESIGN AND CONTRACT ADMINISTRATION FOR THE REHABILITATION OF THE AYLMER STREET BRIDGE THE CITY OF PETERBOROUGH (Q-05-06)

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 Totten Sims Hubicki (1997) Limited 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 1st day of May, 2006.

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, Clerk

AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of _____ 2006.

BETWEEN:

Name of Firm **Totten Sims Hubicki Associates (1997) Limited**
Address **300 Water Street**
City **Whitby, ON** Postal Code **L1N 9J2**

hereinafter called the "Consultant"
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 Quotation for this work, hereby agrees to furnish all necessary consulting engineering services, to the satisfaction of the Municipality, to do all the work as described hereafter and to complete such works in strict accordance with the Quotation Document and Terms of Reference, 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 Quotation No. Q-05-06 is for provision of consulting engineering services for the detailed design and construction administration require to complete rehabilitation of the Aylmer Street Bridge over Jackson Creek, in the City of Peterborough, in 2006, 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 1.8 entitled PROGRESS OF THE WORK.

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 work done, the unit prices on the Quotation.

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 Consultant or Seal of the Corporation

Witness

Mayor, City of Peterborough

Witness

Clerk, City of Peterborough