

THE CORPORATION OF THE CITY OF NORTH BAY

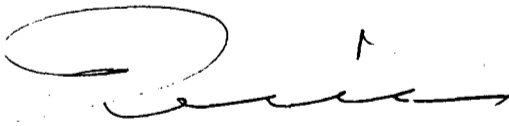
BY-LAW NO. 2374

Being a By-law authorizing the execution of that certain Agreement dated as of the 2nd day of February 1967 between The Corporation of the City of North Bay, therein called the "Employer" and Northland Engineering, therein called the "Consultant", relating to Trout Lake Road (Hwy. No. 63) Connecting Link (From Hwy. No. 17 to City limits).

THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY HEREBY ENACTS AS FOLLOWS:

1. THAT The Corporation of the City of North Bay do enter into the above-described Agreement upon and subject to the terms and conditions therein set forth.
2. THAT the Mayor and Clerk be and they are hereby authorized to execute the aforesaid Agreement on behalf of The Corporation of the City of North Bay and to affix thereto the Corporate Seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 6TH DAY OF MARCH 1967.
READ A SECOND TIME IN OPEN COUNCIL THIS 6TH DAY OF MARCH 1967
READ A THIRD TIME IN OPEN COUNCIL AND FINALLY ENACTED AND PASSED THIS 6TH DAY OF MARCH 1967


.....
MAYOR


.....
CITY CLERK

AN AGREEMENT
for
PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT

BETWEEN: The Corporation of **the
City of North Bay**

hereinafter called the "Employer",

- and -

Northland Engineering

hereinafter called the "Consultant"

WHEREAS the Employer intends to construct

**Trout Lake Road (Hwy. No. 63) Connecting Link
(From Hwy. No. 17 to City Limits).**

hereinafter called the "Work" unless the context otherwise requires, and has requested the Consultant to furnish professional services therewith;

NOW THEREFORE WITNESSETH that in consideration of the mutual premises and covenants contained herein, the Employer and the Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.1 Retainer

The Employer hereby retains the services of the Consultant and the Consultant hereby agrees to execute the design of the work under the general direction and control of the Employer.

1.2 Services

The services to be provided by the Consultant and by the Employer in the execution of the design of the Work shall include those items set forth in Article 2.

1.3 Compensation

The Employer will pay the Consultant in accordance with the provisions set forth in Article 3.

1.4 Staff and Methods

The Consultant shall use the best available methods in the design of the Work and shall employ only skilled and competent staff thereon who will be under the supervision of a senior member of the Consultant's staff.

1.5 Drawings and Documents

Drawings and documents or copies thereof required for the Work shall be exchanged between the parties free of charge on a reciprocal basis and drawings and documents prepared by the Consultant for the Employer under this agreement shall be the property of the Employer free of all claims by the Consultant of any nature and kind whatsoever.

1.6 Records and Audit

(a) In order to provide data for the calculation of cost plus fees, the Consultant shall keep a detailed record of the hours worked by his staff employed in the design of the work.

(b) The Employer may inspect and audit the books, payrolls, accounts and records of the Consultant at any time with respect to any item which the Employer is required to pay either directly or indirectly as a result of this Agreement.

1.7 Time

The Consultant shall carry out the design of the Work expeditiously to meet the requirements of the Employer and he shall complete any portion or portions of the design of the work in such order as the Employer may require and the Employer shall have the right to take possession of and use any completed

or partially completed portions of the design of the Work notwithstanding any provisions expressed or implied to the contrary and the Consultant shall execute the design of the Work and deliver to the Employer the completed plans, drawings and specifications therefor on or before the **31st** day of **October** A.D. 19 **66**

1.8 Design Schedules

Upon his execution of this agreement, the Consultant shall provide the Employer with a schedule showing the portion of the design of the Work which he intends to complete in each month and the estimate of the portion of his fee which will be payable for each such month. The Consultant shall provide the Employer with a written report monthly showing the portion of the design of the Work completed in the preceding month.

1.9 Changes and Alterations

The Employer may, at any time, by notice in writing to the Consultant, vary or alter the whole or any part of the design of the Work.

1.10 Additional Services

The Employer may, by notice in writing to the Consultant, require the Consultant to perform services in addition to those required in Article 2.

1.11 Suspension or Termination

The Employer may, at any time, by notice in writing to the Consultant, suspend or terminate the whole or any part of the services to be provided by the Consultant under this agreement.

1.12 Damages

The Consultant shall indemnify and save harmless the Employer from and against all claims, actions, loss, expense, cost or damage of every nature and kind whatsoever which the Employer, his employees, officers, or agents may suffer as a result of the negligence of the Consultant, his employees, officers or agents in the performance of this agreement.

1.13 Contracting for Construction

Neither the Consultant or any associated, affiliated or

subsidiary person, firm or corporation shall tender or assist in the making of a tender for the construction of the Work.

1.14 Assignment of Obligations

Obligations under this agreement or any portion thereof shall not be assigned or sublet without the consent in writing of the Employer.

1.15 Previous Agreements

This agreement supersedes all previous agreements, arrangements, or understandings between the parties whether written or oral in connection with or incidental to the Work or to the execution of the design thereof.

1.16 Approval by other Authorities

Where the design of the work is subject to the approval of an authority, department of government or agency other than the Employer, such approval shall be obtained through the offices of the Employer and unless authorized by the Employer in writing, such approval shall not be obtained by direct contact by the Consultant with such other authority, department of government, or agency.

ARTICLE 2 - ENGINEERING SERVICES

2.1 Consultants Services for Design

The services to be provided by the Consultant in the execution of the design of the work include:

- (i) Field survey work required after the design criteria have been established, which shall include all survey work necessary for the calculation of quantities, the detailed setting of alignment and grade to fit controlling natural and artificial topographic and underground features, the design of culverts, ditches, drains and storm sewers, and the positioning of all appurtenances associated with the construction of the Work.
- (ii) preliminary site investigation to inspect the topographic features and to obtain information which will facilitate the choice of the most suitable structure or structures.

- (iii) the preparation and submission to the Employer of a Field Inspection Report setting out the salient engineering features of the work, and the engineer's proposed design methods in consideration of these features.
- (iv) a preliminary sketch plan showing the principal features and geometrics of any proposed structure or structures, which shall be submitted in duplicate to the Employer for his approval before final detailed drawings are begun.
- (v) hydrological studies and preparation of design data for culverts and drainage works (for the purposes of this agreement a culvert is defined as any structure of which the deck or upper surface is not designed as an integral part of the travelled surface of the roadway).
- (vi) the preparation and submission of preliminary drawings, investigations and recommendations to the Employer, on such alternatives or modifications to the "Work" that the Consultant in his professional judgment deems advantageous to the Employer.
- (vii) preparation of property plans and requisitions showing any lands or interests in land required for the work.
- (viii) preparation of a plan showing the present and proposed location of any public utilities that must be relocated for that portion of the work for which the design is prepared, provided that the Employer shall provide the Consultant with all information respecting the public utilities and all information with respect to the underground utilities necessary for the preparation of the said plan.
- (ix) participation in conferences and meetings for informative negotiative or presentative purposes after establishment of the design criteria.

- (x) preparation of contract documents for the work including the detailed construction drawings, tender quantity forms, material lists, specifications and information to bidders.
- (xi) preparation of detailed quantity and cost estimates for tender, sundry engineering and materials.
- (xii) the provision of six complete sets of tendering documents and one complete set of reproducible drawings for the project.
- (xiii) advice, consultation and assistance to the employer in the advertising, receiving and evaluation of bids, and awarding of a contract for the work.

2.2 Employer's Services

The Employer will provide the Consultant with the following services:

- (i) design criteria.
- (ii) survey plans prepared by an Ontario Land Surveyor defining the property limits of the existing right-of-way throughout the entire length of the work.
- (iii) land survey work and plans required in the acquisition of property and lands.
- (iv) soils, foundation and hydrological reports for bridges, where required for the proper engineering design of the "Work".
- (v) all information respecting underground utilities.

ARTICLE 3 - FEES

3.1 Basis of Payment

The Employer will pay the Consultant 200% of his "Payroll Costs" for engineers, draughtsmen, designers and surveyors who are employed directly on the design of the work, provided such staff and their respective salaries are included in the statement submitted under Section 3.2.

3.2 Staff and Salaries

The Consultant shall upon execution of this agreement submit to the Employer for his approval, a statement showing the number, classification and salary ranges of his staff to be employed in the design of the work, and for which he will seek payment under Section 3.1 and he will only be paid for that staff approved by the Employer.

3.3 Payroll Costs

For the purpose of this agreement "Payroll Costs" means salary plus provision for statutory holidays, vacations with pay, unemployment insurance where applicable, workmen's compensation, health and medical insurance, group insurance, pension plan, and sick time allowance where such benefits are paid by the Consultant but shall not include any bonus or profit sharing system.

3.4 Payment

(a) The Consultant shall submit a monthly invoice to the Employer for the fee calculated upon the basis of the "Payroll Costs" of the Consultant, incurred during the immediately preceding month for engineers, draughtsmen, designers and surveyors employed directly in the design of the work.

(b) Where the Employer under Section 1.11, terminates the services to be provided by the Consultant, and the Employer is of the opinion that by reason of such termination, any person on the Consultant's payroll that was previously employed directly on the design of the work cannot be usefully employed during any time within the 30 day period immediately following such termination, the Consultant will be paid 150% of his payroll costs for such person for such time, as recorded pursuant to Section 1.6. The payments made under this section, shall be in lieu of any other fee or payment provided for under this agreement.

(c) Where the Employer under Section 1.11, suspends the whole or any part of the design services to be provided by the Consultant, and the Employer is of the opinion that by reason of such suspension any person on the Consultant's payroll that was previously employed directly on the design of the work cannot be use-

fully employed during any time within the 30 day period immediately following such suspension, the Consultant will be paid 150% of his payroll costs for such person for such time.

3.5 Disbursements

The Employer will pay to the Consultant:

- (a) toll charges paid by the Consultant for long distance telephone calls and telegraph messages in connection with the work;
- (b) necessary and reasonable travelling and on site expenses of the Consultant's personnel in connection with the work.
- (c) amounts paid by the Consultant for approved consultant services such as soil investigation and material testing obtained with the prior approval in writing of the Employer;
- (d) the cost, at rates approved by the Employer, of electronic digital computers and associated equipment which in the opinion the Employer have been used in lieu of the staff of the Consultant in executing the design of the work.

The parties to this Agreement by their officers duly authorized in that behalf, have signed and affixed their seals below to witness their acceptance of the terms and conditions herein contained.

Signed and sealed this 6th day of MARCH, 1967, for the Corporation.

BY _____
OFFICE

(seal)

BY E. E. Cummings
OFFICE

Signed and sealed this 2nd day of February, 1967, for the Consultant.

BY Monty Sr Partner
TITLE

BY Alto Partner
TITLE

(seal)

S. Alford
(Witnessing signature if required)
66-13-822