

AGREEMENT

THIS AGREEMENT made in duplicate this ___ day of _____, 2021.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part.

AND

HRYCAY CONSULTING ENGINEERS INC.

(hereinafter called the Contractor) of the second part.

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

**ENGINEERING SERVICES FOR REPLACEMENT OF WATERMAIN ON ALMA STREET FROM
CONCESSION 4S TO 3560 ALMA STREET - PHASE 1**

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 and supply at its expense, all and every kind of labour and materials for, and to undertake and complete in strict accordance with its Proposal submitted to the Town on the:

24th day of November, 2020

And the Consultant 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 an amount not to exceed:

FORTY THOUSAND FIVE HUNDRED AND EIGHTY DOLLARS (\$15,915 . 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 customarily accepted professional standard under the supervision and direction and to the reasonable satisfaction of the Town of Amherstburg Engineering and Public Works Department acting reasonably within the specified time in their Quotation.

The Consultant further covenants and agrees that they will at all times, indemnify and save harmless, the Corporation of the Town of Amherstburg along with their respective officers and servants, from and against all loss and damages which may be made or brought against the above listed to the proportionate extent caused by 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. Neither party shall in any event, be liable to the other 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 Consultant covenants that throughout the Term, it shall take out and keep in full force and effect, or cause to be taken out and kept in full force and effect at the Consultant's cost:

- (a) Professional liability (errors and omissions) insurance coverage shall be obtained to a limit of not less than two million dollars (\$2,000,000.00) on a claims-made basis. Such coverage shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

Such policies shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material alteration is given by the insurers to the Town at least thirty (30) business days before the effective date thereof.

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 their 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 ensure 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.

WITNESS AS TO SIGNATURE OF
CONTRACTOR

Consultant's Signature and Seal

Consultant's Name

Consultant's address

CORPORATION OF THE TOWN OF AMHERSTBURG

WITNESS AS TO SIGNATURE OF
CORPORATION

Tony Haddad, Interim CAO

Antonietta Giofu, Director of Engineering and
Public Works