

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2348

Being a By-law authorizing the execution of that certain Agreement dated the 3rd day of November 1966 between The Corporation of the City of North Bay of the first part and Northland Engineering, 592 Cassells Street, North Bay, Ontario, therein called the "Consultant" of the second part;

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 19th DAY OF DECEMBER 1966
READ A SECOND TIME IN OPEN COUNCIL THIS 19th DAY OF DECEMBER 1966
READ A THIRD TIME IN OPEN COUNCIL AND FINALLY ENACTED AND PASSED THIS 19th DAY OF DECEMBER 1966.

.....
MAYOR

..... *B. S. Armstrong*
CITY CLERK

CONSULTANT'S AGREEMENT

SUPERVISION OF CONSTRUCTION

MEMORANDUM OF AGREEMENT dated the 3rd of November
A. D. 19 66

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

of the First Part.

- and -

Northland Engineering, 592 Cassells St., North Bay
hereinafter called the "Consultant".

of the Second Part.

WHEREAS the Employer intends to carry out certain construction work and has requested the Consultant to furnish professional service in connection therewith:

AND WHEREAS, the intended work is:

**Re: Construction of Trout Lake Road (Hwy. #63)
Connecting Link**

From bypass (Hwy #17) to City Limits

**Grading, drainage, granular base, storm sewers
and hot-mix paving.**

hereinafter described as the "Work" unless the context otherwise requires.

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

1. RETAINER SERVICES

The Employer retains the services of the Consultant, and the Consultant agrees to supervise the construction of the work.

2. SERVICES

The Services to be provided by the Consultant in the supervision of construction of the work includes those items set forth in Schedule B attached hereto, and the services to be provided by the Employer includes those items set forth in Schedule C attached hereto, and the said Schedules are hereby declared by the Parties to be and form part of this Agreement.

3. COMPENSATION

The Employer will pay the Consultant in accordance with the provisions set forth in Schedule A attached hereto, and the said Schedule is hereby declared by the Parties to be and form part of this Agreement.

4. STAFF METHODS

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

In this connection, the Consultant will provide the employer with a list of Supervisors who will be employed on the project, describing for each his qualifications, experience and former employers. The Consultant will require Department approval of the Supervisors before commencement of the supervisory work.

5. PLANS

Plans, sketches, tracings and design drawings or copies thereof required for the supervision of construction of the work shall be exchanged between the parties free of charge on a reciprocal basis and all plans, sketches, design drawings, specifications and estimates 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.

6. AUDIT

The Employer and the Dept. of Highway Engineering Audit Section may inspect and audit the books, payrolls, accounts and all records including quantity records of the Consultants 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.

7. TIME

The Consultant shall prosecute his undertaking expeditiously to meet the requirements of the Employer and he shall complete any portion or portions of the undertaking hereby agreed to 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 undertaking notwithstanding any provisions, express or implied, to the contrary.

8. ABANDONMENT OR SUSPENSION

The Employer may suspend or abandon the work or any portion thereof at any stage of the undertaking and the Consultant shall thereupon be entitled to payment of that portion of the compensation which bears the same relation to the total compensation as the services performed up to the time of suspension or abandonment bears to the total services contemplated by this Agreement and for such purposes cost of work shall be based on the estimated total cost in accordance with the current prices for comparable work.

9. 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 undertaking hereby entered into.

SCHEDULE A.
COMPENSATION.

2.1 BASIS OF PAYMENT

The Employer shall pay the Consultant a fee based on a percentage of the cost of work, calculated on the following basis:

<u>COST OF WORK</u>	<u>SUPERVISION OF WORK</u>		
	<u>RANGE.</u>	Bridge, Mechanical Electrical	ROAD
Under \$ 25,000		Cost Plus Basis	
\$ 25,000. to \$ 50,000.		1.875%	2.25%
\$ 50,000. to \$100,000.		1.6875%	2.025%
\$ 100,000. to \$ 200,000.		1.5%	1.8%
\$ 200,000. to \$ 500,000.		1.375%	1.65%
\$ 500,000. to \$1,000,000.		1.25%	1.5%
\$ 1,000,000. to \$ 2,000,000.		1.225%	1.47%
\$ 2,000,000. to \$ 4,000,000.		1.175%	1.41%
\$ 4,000,000. to \$ 6,000,000.		1.125%	1.35%
\$ 6,000,000. to \$ 8,000,000.		1.075%	1.29%
\$ 8,000,000. to \$10,000,000.		1.025%	1.23%
Above \$10,000,000. not less than except where negotiated.		1.0%	1.2%

Where the cost of work falls within the limits of one range, the fee payable shall be not less than the maximum fee of the next lower range.

2.2 COST OF WORK

(a) "Cost of Work" means the total cost to the Employer of all materials, equipment and labour necessary to complete the work for which the Consultant prepares plans, drawings, and specifications or for which he is responsible, but does not include:

- i. Fees and disbursements paid to the Consultant;
- ii. Legal fees and disbursements;
- iii. Cost of property necessary for the work;
- iv. Fees and disbursements paid to any Consultant retained to provide professional services in relation to the work;
- v. The cost of any portion of the work for which the Consultant has been or is entitled to be paid a fee by the Employer, other than under Paragraph 2 ;

2.2 COST OF WORK. - Cont'd.

vi. Cost of soil investigation.

vii. Items of cost which in the opinion of the Employer do not necessitate or form part of the plans, drawings and specifications of the Consultant.

viii. The cost of items of sundry construction for which the Employer supplies the estimates of quantities and cost and which the Consultant incorporated in his design of the work;

ix. The cost of moving public utilities, notwithstanding that the Consultant must show in his design of the work the nature and location of public utilities.

(b) Where the Employer furnishes material, equipment, labour or other services that are incorporated in the work the fair market value thereof shall be included in the cost of work.

2.3 PAYMENT

(a) The Consultant shall submit a monthly invoice to the Employer for that portion of the fee for the supervision of construction of work completed during the immediately preceding month and if the Employer agrees that such work has been so completed he shall pay the Consultant ninety per cent of that portion of the fee.

(b) Within six months of the completion and acceptance of the work by the Employer, and upon receipt of an invoice therefore, he shall pay the Consultant the balance of the fee due it, provided that where the final calculation of the cost of work may be delayed for reasons not the responsibility of the Consultant, the Employer may allow the final calculation to be based upon estimated quantities and prices agreed to by the Parties.

2.4 DISBURSEMENTS

The Employer shall pay to the Consultant,

(a) the toll charges paid by him for long distance telephone calls and telegraph messages required by the work, and

(b) one hundred and fifty per cent of the actual payroll costs paid by the Consultant to members of his staff actually required and engaged full time at the site of the work for supervision of construction together with their necessary and reasonable travelling and living expenses, and car mileage pertinent to the work at the prevailing mileage rates.

Payroll costs means salary plus provision for statutory holidays, vacations with pay, unemployment insurance where applicable, Workmen's Compensation, health and medical insurance group life insurance, pension plan, and sick time allowance, where such benefits are paid by the Consultant. It shall exclude any bonus or profit sharing system.

(c) The Employer shall pay the Consultant the travelling and living expenses of Senior Personnel of the Consultant who are employed directly in the supervision of the construction where such travel is approved by the Employer.

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(d) All field office and field laboratory expenses properly incurred in the execution of supervision of construction but excepting stationery and office supplies, and engineering equipment or other "tools of the trade".

SIGNED, SEALED AND DELIVERED
in the presence of

	<u>Northland Engineering</u>	
<i>S. Allard</i>	<i>McLean</i>	<i>[Signature]</i>
<i>S. Allard</i>	<u>M.D. McLean</u>	<u>S. Shisko</u>
	<i>[Signature]</i>	

MAYOR
[Signature]
CITY CLERK

SCHEDULE B.

SERVICES

3.1 Consultant's Services

The Consultant is to work in full co-operation with the Employer's organization under general direction and control of the Chief Engineer and his representatives.

The services to be provided by the Consultant in the supervision of construction of the work include:

- (a) all supervision necessary in the opinion of the Employer to ensure the proper construction of the work;
- (b) approval of alternatives to the specified methods and materials;
- (c) administration, correspondence, advice and associated duties relating to the supervision of construction;
- (d) preparation of the progress and final payment certificates prescribed by the Employer, together with the compilation of such records and reports as are normally required by the Employer. Such progress and payment certificates shall be prepared in accordance with the requirements of the District Engineer, Dept. of Highways, Ontario.
- (e) visits to the site of the work by senior members of the Consultant's staff to ensure construction of the work, in accordance with the design and to give field guidance to the contractors;
- (f) surveying required for the layout of the work and for finaling the contracts;
- (g) checking and approval of falsework drawings submitted by the contractors;
- (h) preparation of concrete test cylinders in accordance with the Employer's requirements and the shipment of such cylinders to the Employer's testing laboratory in Toronto;
- (i) advice and assistance when required in awarding contracts by the Employer.
- (j) the keeping of records and the preparation of reports together with recommendations to the Employer of claims made by the Contractor of the Employer;
- (k) the necessary staff to adequately control the quality of the work, with the testing equipment supplied by the Employer.

SIGNED, SEALED AND DELIVERED
in the presence of

J. Allard
J. Allard

Northland Engineering
M.D. McLean S. Shisko

MAYOR
E. E. Armstrong
CITY CLERK

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SCHEDULE C.

4.1 Employer's Services

The Employer will provide the Consultant with the following services:

- (i) the sampling, testing and reporting on the suitability of all aggregate and soil sources for initial acceptance and rejection purposes and the testing and reporting on the quality of production samples of aggregates and soils where the testing cannot be performed in the field;
- (ii) the supply of the necessary field testing equipment to permit the Consultant to adequately control the quality of all materials incorporated in the work;
- (iii) the testing and reporting on the mix designs for concrete and bituminous mixes.

SIGNED, SEALED AND DELIVERED
in the presence of

S. Allard

S. Allard

Northland Engineering

[Signature]

H. D. McLean

[Signature]
S. Shiako

[Signature]

MAYOR
[Signature]
CITY CLERK