

CORPORATION OF THE TOWNSHIP OF WESTMEATH

BY-LAW 87-04

A By-Law to enter into an agreement with the McElhanney Group Ltd. for the mapping component of the Flood Risk Mapping Study on the Ottawa River near Westmeath - Phase II

WHEREAS:

- 1) The Municipality has authority under Section 104 of the Municipal Act RSO 1980 to make provision for the Welfare and Safety of the inhabitants of the Municipality.
- 2) The Council of the Township of Westmeath considers it desirable to have Flood Plain Mapping done, and intends to incorporate it into the Township of Westmeath Official Plan.
- 3) The Corporation of the Township of Westmeath has entered into an agreement with A. J. Robinson & Associates, Consulting Engineers for the Flood Plain Mapping Project, who will monitor and approve the mapping component.

Now therefore the Municipal Council of the Corporation of the Township of Westmeath ENACTS as follows:

- 1 That the Corporation of the Township of Westmeath enters into an agreement, known as Schedule "A" attached to, and forming part of this By-Law, with The McElhanney Group for the mapping component of the Flood Risk Mapping Study on the Ottawa River near Westmeath.
- 2 The total of the Mapping Component is \$ 51,777.00 of which 10% will be paid by the Corporation of the Township of Westmeath. The balance is to be funded by Environment Canada and the Ministry of Natural Resources jointly.
- 3 The Reeve and Clerk are hereby authorized to sign the agreement referred to in Section 1 on behalf of the Corporation.

Passed and ENACTED this 7th day of January, 19 87


Reeve



Clerk

SECTION 4 - ~~DRAFT AGREEMENT~~

AGREEMENT made this 14th day of October 1986

BETWEEN The Corporation of the Township of Westmeath
hereinafter referred to as "The Client"

AND

The McElhanney Group Ltd.
~~McElhanney Surveying and Engineering Ltd.~~ 
hereinafter referred to as "The Contractor"

THIS AGREEMENT WITNESSES THAT in consideration of the mutual agreements and undertakings herein the Client and Contractor covenant and agree with each other as follows:

1. The Contractor agrees:

- (a) at the unit prices set out in the Price List annexed hereto as Schedule "1", to complete the ground controls, aerial photography, aerial triangulation, numerical adjustment and topographic mapping required under this agreement;
- (b) except as otherwise provided herein to provide all necessary labour, materials, equipment and supervision necessary for the performance of this agreement;
- (c) to do and fulfill everything indicated by this agreement;
- (d) to start the work required under this agreement on the date set out in the General Conditions; and
- (e) to complete the work as required under this agreement to the satisfaction of the Client within the time specified.

2. The Client agrees:

- (a) to pay the Contractor for the performance of the work required under this Agreement to the satisfaction of the Client the amounts calculated in accordance with the specifications annexed hereto and the Price List annexed hereto as Schedule "1", subject to deductions as provided in the General Conditions annexed hereto;
- (b) upon compliance by the Contractor with Item 11 of the General Conditions annexed hereto and delivery schedule annexed hereto as Schedule "2", to make payments to the Contractor for the work as specified;

- (c) on completion of the entire work in accordance with this Agreement and upon compliance with Item 11 of the General Conditions annexed hereto, to pay the balance of the money owing to the Contractor under the Agreement;
 - (d) to increase all completion dates by the number of days delay caused by the Client. The completion dates will be increased for such occurrences as non-delivery of materials to the Contractor, or delivery of faulty materials damaged by the Client; and
 - (e) to provide all materials as outlined in the Specifications.
3. The General Conditions and the Specifications annexed hereto, the Price List annexed hereto as Schedule "1" and the Schedule of Delivery of Materials annexed hereto as Schedule "2" are to be read into and form a part of this Agreement and the whole shall constitute the Contract between the parties and it shall enure to benefit of and be binding upon them, their heirs, successors and their assigns.
4. The General Conditions (and Supplementary General Conditions, if any), the Specifications and Drawings, the Tender Instructions, the Tender, and any Addenda to this Agreement, are all to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and it shall enure to the benefit of and be binding upon them and their successors, executors, administrators and their assigns.

In the event that any of the contract documents are inconsistent or in conflict then such documents shall take precedence and govern in the following order:

- 1. This Agreement
- 2. Addenda, if any
- 3. Tendering Instructions
- 4. Supplementary General Conditions, if any
- 5. General Conditions
- 6. Specifications
- 7. Drawings (listed in the Specifications)
- 8. Tender

IN WITNESS WHEREOF the parties hereto have executed this agreement.

SIGNED, SEALED AND DELIVERED
in the presence of

Client

The Corporation of the
Township of Westmeath

By: *Brandon White*
Position: *Reeve*

Pat Burns
Position: *Clerk*

Mapping Contractor

~~McElhanney Surveying &
Engineering Ltd.~~ *[Signature]*
The McElhanney Group Ltd.

By: *James E. May*
Position: *DIRECTOR*

And: *[Signature]*
Position: *Director*

SCHEDULE "1"

PRICE LIST

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITIES</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT TENDERED</u>
1	Horizontal Control	1	Lump Sum	\$16,000.00	\$16,000.00
2	Vertical Control	1	Lump Sum	\$12,000.00	\$12,000.00
3	Aerial Photography	50	Kilometres	\$ 41.30	\$ 2,065.00
4	Aerial Triangulation and Numerical Adjustment	35	Stereo Model	\$ 75.20	\$ 2,632.00
5 (a)	Topographic Mapping to Manuscript	600	Hectares	\$ 16.50	\$ 9,900.00
(b)	To Completion of Final Product	600	Hectares	\$ 15.30	<u>\$ 9,180.00</u>
<u>TOTAL CONTRACT</u>					<u>\$51,777.00</u>

Extra Mapping (If Required)

6	Urban Areas	N/A	Hectares	\$ 35.00	N/A
7	Fringe Areas	N/A	Hectares	\$ 31.80	N/A
8	Rural Areas	N/A	Hectares	\$ 28.60	N/A

**AGREEMENT BETWEEN THE TOWNSHIP OF WESTMEATH
AND
THE McELHANNEY GROUP LTD.**

SCHEDULE 2

Item 1 - Invoicing Schedule

<u>Item</u>	<u>Amount</u>	<u>Approximate Date of Invoice</u>
On completion of horizontal control and submission of returns	\$ 14,400.00	November 21, 1986
On completion of vertical control and submission of returns	10,800.00	November 21, 1986
On completion of aerial photography and delivery of contact prints	1,858.50	November 5, 1986
On completion of aerial triangulation and submission of numerical adjustment	2,368.80	December 15, 1986
On completion of topographic compilation and submission of manuscripts	8,910.00	December 31, 1986
On completion of 50% of drafting and submission of first cronaflexes	4,590.00	January 21, 1987
On completion of remaining 50% of drafting and submission of first cronaflexes	3,672.00	February 27, 1987
On inspection and acceptance of mapping by the Engineer	2,588.70	March 15, 1987
Upon delivery of final two cronaflexes	2,589.00	?
TOTAL	\$ 51,777.00	

Item 2 - Payment Schedule

It is agreed that all invoices approved by the Engineer will be paid within thirty days of date of invoice.

