

DRAFT AGREEMENT BETWEEN CLIENT AND CONSULTANT
FOR CONSULTING SERVICES

AGREEMENT made in duplicate this day of

BETWEEN: TOWN OF PELHAM, Ontario

hereinafter referred to as the "Client"

- and -

GIFFELS ASSOCIATES LIMITED, 30 International
Boulevard, Rexdale, Ontario M9W 5P3
hereinafter referred to as the "Consultant"

W H E R E A S the Client has requested the Consultant to perform the services set out in Article II hereof in connection with the Project (as hereinafter defined) and the Consultant has agreed to perform such services on and subject to the terms and conditions of this Agreement:-

N O W T H E R E F O R E in consideration of the mutual promises herein-
after contained, the Client and the Consultant agree as follows:-

ARTICLE I - DEFINITIONS:

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified unless the context otherwise specifies or requires:

1. "Project" shall mean a Study to Review the Lot Levy Policy of the Town of Pelham.
2. "Subconsultant" shall mean Osler, Hoskin and Harcourt, Barristers and Solicitors.

ARTICLE II - PROJECT RESPONSIBILITIES

The Consultant will fulfill those tasks, goals and objectives outlined in the Consultant's Proposal, attached as Schedule "A".

ARTICLE III - FEES AND DISBURSEMENTS

The Client shall pay to the Consultant the following fees and disbursements for the performance of the services set out in Article II hereof:-

FEES

Fees will be calculated on a time basis, representing the hours spent by the Consultant's staff in carrying out the services. Hourly charge rates for Consultant staff are set out in attached Schedule "B".

DISBURSEMENTS

1. The Consultant shall be reimbursed for all expenses properly incurred by the Consultant in connection with the Project including, but not limited to, automobile mileage, reasonable travelling and living expenses, long distance telephone charges, teletype and telegraph charges, printing and reproductions, process photography, cartography, special delivery and express charges.
2. The Consultant shall be reimbursed for amounts paid by the Consultant for consulting services for the Project, performed by sub-consultants or other specialists.

ESTIMATE OF FEES AND DISBURSEMENTS

The sum of fees and disbursements is not to exceed \$14,920. If it is necessary for any reasons, to exceed this estimate, the Consultant will advise the Client in advance of any work which would cause additional fees to be incurred, and will not proceed with that work until authorized by the Client in writing.

PAYMENT

Payment of fees and disbursements shall be made within thirty (30) days after the Consultant has forwarded to the Client his statement of account, rendered monthly.

ARTICLE IV - GENERAL TERMS AND CONDITIONS

1. Co-operation

- (a) The Client shall give due consideration to all designs, drawings, plans, reports and other information provided by the Consultant and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.
- (b) The Client shall, at the request of the Consultant, provide the Consultant with the following information and documents relating hereto, except insofar as the Consultant is expressly required to furnish the same under the terms hereof:
 - (i) all existing pertinent information which may affect the work to be done;

(ii) permission (subject to notice) to access the relevant people and property and carry out all necessary investigations.

2. Any and all plans, designs and reports furnished by the Consultant will be prepared on the assumption that all information supplied by the Client or on behalf of the Client by any person or persons other than the Consultant is correct, and the Consultant shall not be responsible for any inaccuracy in such information. The Client shall immediately notify the Consultant of any discrepancies or inaccuracies in such information as they become apparent. The Consultant shall be entitled to make any necessary change or changes in his plans, designs or reports at the Client's expense if any such information should be erroneous or inaccurate.

3. Delays

Should circumstances require a delay in the timing of the work schedule, notice will be provided by the Consultant as soon as practicable. Such delays will be subject to mutual agreement as to fairness and equity.

4. Abandonment or Suspension

If the Project or any part thereof is abandoned at any stage prior to completion, or if any stage of the Consultant's work is unduly delayed for reasons beyond his control, the Client shall pay to the Consultant a fee for his services from the inception of the work calculated on a time basis.

5. Ownership of Documents

All data collected and plans, drawings, questionnaires and documents prepared by the Consultant shall be the property of the Client.

6. Confidential Data

The Consultant shall not divulge any confidential information communicated to or acquired by him in the course of carrying out the services provided for herein. No such information shall be used by the Consultant on any other project without the approval of the Client.

7. Arbitration

- (a) All matters in difference between the parties hereto in relation to the Agreement shall be referred to arbitration.
- (b) No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator shall be final and binding upon the parties.
- (d) The provisions of The Arbitrations Act, R.S.O. 1970, Chapter 25, shall apply to the arbitration.

ARTICLE V - SUCCESSORS AND ASSIGNMENT

This Agreement shall ensure to the benefit of, and be binding upon, the parties hereto, and except as hereinafter otherwise provided, the executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above appearing.

Client: TOWN OF PELHAM
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Per:

Consultant: GIFFELS ASSOCIATES LIMITED
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Per:
J. Cover, Vice-President

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