

**THIS COST SHARING AGREEMENT MADE** as of this \_\_\_\_ day of November, 2024  
(the “**Agreement**”).

**B E T W E E N :**

**THE CORPORATION OF THE CITY OF THOROLD**

Hereinafter collectively called “**Thorold**”

- and -

**THE CORPORATION OF THE CITY ST. CATHARINES**

Hereinafter called “**St. Catharines**”

**WHEREAS:**

- A. Thorold has retained R.V. Anderson Associates Limited (“R.V. Anderson”) to provide services for contract administration and detailed design related to the reconstruction of St. David’s Road and Townline Road between Collier Road and Ormond St N (the “Project”); and
- B. St. Catharines and Thorold have agreed to share the total costs of R.V. Anderson’s services for Phases 1 and 2 of the Project which are contained in Schedule “A” (ST. DAVID’S ROAD COST SUMMARY) attached hereto, in accordance with the parties’ respective shares in Schedule “A”.

**IN CONSIDERATION** of the premises and other good and valuable consideration and the covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

- 1. The parties hereto acknowledge that R.V. Anderson’s services for Phase 1 of the Project have been completed and R.V. Anderson will be proceeding to complete the services related to the detailed design for the reconstruction and drawings and tender documents for the construction of Phase 2 of the Project.
- 2. The cost of contract administration and inspection services for Phase 1 of the Project is \$183,155.00 (plus HST) as proposed by R.V. Anderson. Of this amount, Thorold is responsible for \$99,361.59 (plus HST), and St. Catharines is responsible for \$83,793.41 (plus HST).
- 3. The cost of additional design and contract administration for Phase 1 of the Project is \$363,345.00 (plus HST), as proposed by R.V. Anderson. Of this amount, Thorold is responsible for \$212,990.00 (plus HST), and St. Catharines is responsible for \$150,355.00 (plus HST).

4. The cost of detailed design and tendering services for Phase 2 of the Project is \$164,355.00 (plus HST), as proposed by R.V. Anderson. Of this amount, Thorold is responsible for \$80,510.00 (plus HST), and St. Catharines is responsible for \$83,845.00 (plus HST).
5. The parties acknowledge that the ST. DAVID'S ROAD COST SUMMARY in Schedule "A" attached hereto is based on the following letters from R.V. Anderson which are attached hereto in Schedule "B":
  - (a) Letter from R.V. Anderson to Thorold dated December 2, 2022 Re: St. David's Road & Townline Road West Reconstruction Phase 1 CA and Inspection Budget Scope Change; and
  - (b) Letter from R.V. Anderson to Thorold dated March 14, 2024 Re: St. David's Road & Townline Road West Reconstruction Budget Update Summary and Scope Change Request.
6. As the detailed design progresses and Thorold receives and pays invoices from R.V. Anderson, Thorold will invoice St. Catharines for their respective cost share in accordance with Schedule "A". Together with its invoice to St. Catharines, Thorold shall submit to St. Catharines satisfactory proof of payment of the R.V. Anderson invoices.
7. Within ten (10) business days ("business day" means any day excluding Saturday, Sunday or a statutory holiday in the Province of Ontario) of its receipt of an invoice together with the said proof of payment, St. Catharines will pay to Thorold the amount of the invoice.
8. Any notice required or permitted to be given hereunder may be effectively given by letter delivered either by personal delivery or registered mail, addressed to the recipient as follows:
 

in the case of Thorold:

3540 Schmon Parkway  
Thorold, ON L2V 4A7

Attention: Engineering Department

in the case of St. Catharines:

50 Church Street  
St. Catharines, ON L2R 7C2

Attention: Engineering Department

and, if mailed as aforesaid, any such notice shall have been deemed to have been received on the fifth (5th) business day following that on which the letter containing the notice was

posted. If any notice is given by personal service, such notice shall be deemed to be received on the day of delivery thereof if given between prior to 5 pm on a business day, and on the next business day if given after 5 pm or on a day which is not a business day. Any party may change its address for service from time to time by notice given in accordance with the foregoing.

9. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
10. Each of the parties hereto shall from time-to-time hereafter and upon any reasonable request of the other party, make, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.
11. This Agreement may be executed by the parties hereto by original or electronic signature and be delivered by the parties in separate counterparts by e-mail or other functionally equivalent electronic means of transmission. Execution and delivery copy of this Agreement as set out above shall be deemed to effectively bind the parties and meets the requirements of the Electronic Commerce Act 2000, S.O. 2000, c. 17, as amended or replaced. Each counterpart will be considered an original and each, when held together, shall constitute one and the same instrument.

***[Remainder of Page Intentionally Left Blank. Signature Page Follows.]***

IN WITNESS WHEREOF the parties have entered into this effective as of the date first written above.

**THE CORPORATION OF THE CITY OF  
THOROLD**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

We have authority to bind the City.

**THE CORPORATION OF THE CITY OF ST.  
CATHARINES**

Per: \_\_\_\_\_  
Name: Anthony Martuccio, P.Eng.  
Title: Director of EFES

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

We have authority to bind the City.

**Approved as to Form**

*Robert DiLallo*

**Reviewing Lawyer Name**

*RD*

**Initials**

**Date:** *November 21, 2024*

**SCHEDULE “A”****ST. DAVID’S ROAD COST SUMMARY**

<b>St. David’s Road Project Management, Detailed Design and Tender Documents</b>	<b>Fee (Plus HST)</b>	<b>St. Catharines Share (Plus HST)</b>	<b>Thorold Share (Plus HST)</b>
<b>1. Phase 1 Contract Administration</b>	<b>183,155.00</b>	<b>83,793.41</b>	<b>99,361.59</b>
<b>2. Phase 1 Additional CA and Design Cost</b>	<b>363,345.00</b>	<b>150,355.00</b>	<b>212,990.00</b>
<b>3. Phase 2 Detailed Design and Tendering Cost</b>	<b>164,355.00</b>	<b>83,845.00</b>	<b>80,510.00</b>
<b>Sub Total Fees</b>	<b>\$527,700.00</b>	<b>234,200.00</b>	<b>293,500.00</b>
<b>Total Fees (1+2+3)</b>	<b>\$710,855.00</b>	<b>317,993.41</b>	<b>392,861.59</b>

**SCHEDULE “B”**

- a) Letter from R.V. Anderson to Thorold dated December 2, 2022 Re: St. David’s Road & Townline Road West Reconstruction Phase 1 CA and Inspection Budget Scope Change**
- b) Letter from R.V. Anderson to Thorold dated March 14, 2024 Re: St. David’s Road & Townline Road West Reconstruction Budget Update Summary and Scope Change Request.**