

May 15, 2018

Corporation of the Town of Kingsville
Public Works Department
2021 Division Road North
Kingsville, Ontario, N9Y 2Y9

Attention: Mr. Andrew Plancke, Civil Eng. Tech (Env)
Director of Municipal Services

Lakeside Park Trunk Sanitary Sewer – Town of Kingsville

Dear Mr. Plancke:

Dillon Consulting Limited (Dillon) is pleased to submit a work plan to provide planning and detailed design services for the new trunk sanitary sewer through Lakeside Park to Town Pump Station #1 (PS #1) in the Town of Kingsville.

Project Scope

Our scope of work includes services associated with providing planning and design services from preliminary to detailed design, including preparation of tender documents and agency permit submissions. We have also included effort to prepare terms of reference for works to be completed by sub-consultants retained directly by the Town.

The preferred alignment for the works is to be confirmed during the preliminary design; however the sewer improvements will commence at Town sanitary manhole SAMH26 and terminate near PS #1 at manhole SAMH30.

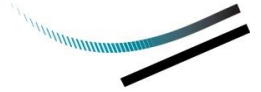
Our proposed work plan includes the following tasks:

- Project Kick-off Meeting in Kingsville
- Initial Site Visit
- Coordinate with geotechnical consultant for preparation of geotechnical report
- Coordinate with land surveyor for topographic and legal surveys
- Review of sewer sizing and construction strategy, generation of alternatives, memo to client with recommendations
- Preliminary design
- Detailed Design, including additional site visit
- Prepare and submit agency permit applications (MOECC and ERCA)
- Tender documents including Plans (with suggested staging), Specification and Form of Tender
- Pre-Tender Cost Estimate
- Assistance with project tendering, review of submitted tenders and recommendation of project award



51 Breithaupt Street
Suite 200
Kitchener, Ontario
Canada
N2H 5G5
Telephone
519.571.9833
Fax
519.571.7424

Dillon Consulting
Limited



Our proposed workplan excludes the following items:

- Any work or improvements inside PS #1
- Fees paid for agency permit submissions
- Assistance during construction activities
- Site visits (other than those noted)
- Meetings (other than those noted)
- Any studies required by the Conservation Authority or other permitting agencies.

Specific Assumptions

The workplan has been prepared given the following assumptions:

- Town will retain topographic and legal surveyor, geotechnical, archaeological, arborist and other required consultants directly as required
- Contract administration and onsite services are not included
- Town to provide Dillon with any relevant GIS and Engineering data

Project Team

The project team will consist of:

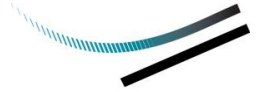
- Chris Patten, P.Eng. will serve as the Project Advisor and Client Manager
- Denis Viens, Ph.D., P.Eng., LEED AP will serve as the Project Manager and Design Lead
- All other support staff will be assigned as required to meet the project schedule and budget

Schedule

We are able to proceed immediately with the tasks outlined above upon receipt of your signed Authorization to Proceed. It is anticipated that the tender package will be completed in approximately 16 weeks from receipt of the survey information. It is anticipated that agency reviews will require additional time.

Fee for Professional Services

We are prepared to complete this assignment on a time basis in the estimated amount of **\$90,900.00** (excluding taxes). Our fees do not include regulatory agency applications for approvals and associated fees or applicable taxes.



All routine expenses will be invoiced at a flat rate of 8% of our fees and have been included in the fee estimates outlined above. This is intended to cover routine expenses such as normal telecommunications and courier, local travel, routine printing and reproduction costs, and routine supplies. Other expenses, if any, will be invoiced at cost.

Our invoices are issued monthly and are due upon receipt. Overdue invoices will be subject to monthly interest charges, as outlined in the enclosed Terms of Engagement.

Authorization to Proceed

Thank you for the opportunity to submit this proposal. We trust that this work plan meets your expectations.

Dillon's policies require written authorization to proceed. Please review the attached Agreement for Professional Services and Terms of Engagement. To acknowledge that you have read, understood and accept these terms that apply to our services and to provide written authorization to proceed, please complete, sign, and return one copy of this full document including all attachments to the undersigned at cpatten@dillon.ca or fax a copy to our Windsor office at (519) 948-5054.

Closure

We appreciate the opportunity of offering our services, and look forward to continuing to work with you on this project. If you have any questions please do not hesitate to call Chris Patten at (519) 948-5000, extension 3210.

Sincerely,

DILLON CONSULTING LIMITED

Chris Patten, P.Eng.,
Associate

CP:lld

Encl.

cc: Mr. Denis Viens


Our File: Proposal

Scott Prail, C.E.T., B.Comm. ENV SP
Officer

AGREEMENT FOR PROFESSIONAL SERVICES

1. This Agreement for Professional Services (this "Agreement") is between DILLON CONSULTING LIMITED ("Dillon"), and _____ (***Client to insert full legal name***) (the "Client").
2. The Client is a: (***Please check the appropriate box and provide the requested information***)
 - ☐ Corporation incorporated under the laws of _____ (*insert jurisdiction of incorporation*);
 - ☐ Partnership having the following general partners _____ (*list all general partners*);
 - ☐ Sole Proprietorship; or
 - ☐ Other (please specify) _____.
3. The Client acknowledges that it has read, understood and accepts the following attachments which form part of this Agreement:
 - A. Terms of Engagement (dated December 21, 2015).
 - B. Offer of Services Letter from Dillon (dated: May 15, 2018).
 - Lakeside Park Trunk Sanitary Sewer**
 - C. Other:
 - i) NONE _____
 - ii) _____
 - iii) _____
4. The Client agrees to the following additions or amendments to the attached Terms of Engagement:
 - A. The laws of Ontario shall govern all matters arising out of this agreement and the venue for any related litigation will be Toronto.
5. The Client:
 - A. Authorizes Dillon to proceed with the work described in the Offer of Services Letter;
 - B. Acknowledges that it has had the opportunity to read, discuss and negotiate the attached Terms of Engagement prior to executing this Agreement;
 - C. Agrees to be bound by and comply with the provisions of this Agreement, the attached Terms of Engagement and Offer of Services Letter, and any other attachments to this Agreement;
 - D. Agrees that the signing of a facsimile copy or portable document format (PDF) copy of this Agreement and any amendments thereto shall have the same effect as the signing of an original; and
 - E. Agrees that the retention of an electronic version of this agreement is permitted and that the subsequent production of an electronic version of this document shall be treated as if it was the production of an original signed copy.

DILLON CONSULTING LIMITED:

Per:  _____
I/We have authority to bind Dillon.

Name: Scott Praill, CET. B.Comm. _____

Title: Partner _____

Date: May 15, 2018 _____

Per: _____
I/We have authority to bind Dillon.

Name: _____

Title: _____

Date: _____

THE CLIENT:

Per: _____
I/We have authority to bind the Client.

Name: _____

Title: _____

Date: _____

Per: _____
I/We have authority to bind the Client.

Name: _____

Title: _____

Date: _____

DILLON CONSULTING LIMITED - TERMS OF ENGAGEMENT

These terms of engagement govern the services to be provided by Dillon Consulting Limited ("Dillon") to the Client and constitute part of the agreement for services between Dillon and the Client (the "Agreement"). By accepting Dillon's offer of services, the Client agrees to be bound by and comply with these terms of engagement.

1. Warranty

1.1 Dillon warrants that it will perform its services with the standard of due care and diligence usually practised by the consulting profession, at the time that the services are rendered. The Client acknowledges and agrees that all other warranties, representations or remedies, express or implied, except the warranty for loss of the work required under Section 2118 of the Civil Code of Quebec are excluded and the Client agrees to waive any right, remedy or cause of action it may have with respect to such warranties, representations or remedies. In addition, the Client agrees to defend and indemnify Dillon from all other liability, including but not limited to liability for direct, incidental or consequential damages arising in connection with Dillon's actions, whether such liability arises in contract, tort or otherwise.

2. Limitation of Liability

2.1 Dillon's liability to the Client and all claimants not party to this agreement shall be limited to injury or loss caused by negligence of Dillon and/or sub-consultants for which it is responsible. The total amount of Dillon's liability for said negligence shall not exceed the lesser of \$50,000.00 or Dillon's fees for this project in total for all claims, costs and expenses and the Client hereby waives all claims in excess of this amount howsoever arising including any claim for contribution and indemnity which the Client may have against Dillon. The Client irrevocably and unconditionally agrees to defend, indemnify and hold Dillon harmless from all claims and expenses associated therewith resulting from claims brought by other parties in excess of the aforesaid limit.

2.2 Increased liability limits may be negotiated prior to the commencement of services by Dillon upon the prior written request of the Client, the payment of an additional fee as determined by Dillon, and the prior written agreement of Dillon.

3. Confidentiality

3.1 Documents prepared by Dillon and provided to the Client (the "Dillon Documents"), such as proposal documentation, reports and any documentation containing professional advice, are intended exclusively for the purposes, project and site locations outlined in those documents. The information contained in any Dillon Document may not be appropriate for other uses by the Client or for use by third parties and any such use or reuse is at the sole risk of the user.

3.2 Certain Dillon Documents contain confidential information which is the intellectual property of Dillon and which is provided to the Client solely for the purposes outlined in the document. The Client shall not provide any such confidential information to any other person, or use the information in a manner other than prescribed in the Dillon Document or Documents without the prior written consent of Dillon.

4. Provision of Relevant Information

4.1 The Client shall provide Dillon with all relevant information of which the Client is aware and which may be required by Dillon to perform its services for the Client. Without limiting the generality of the foregoing, if the Client has knowledge of or suspects that hazardous materials may exist at any site at which services are to be performed by Dillon, the Client shall provide this information promptly to Dillon in writing.

4.2 Dillon shall not be responsible or liable for any incorrect or inadequate advice, report, recommendation, finding, decision or conduct based either directly or indirectly on inaccurate or inadequate information supplied by the Client.

5. Site Access, Subterranean Structures and Utilities

5.1 The Client shall grant or obtain free and ready access to each project site at which Dillon is to perform services for the Client. The Client shall notify all owners and occupiers of property at the project site that Dillon is to be granted free and ready access to the site.

5.2 Unless otherwise agreed in writing by Dillon and the Client, the Client shall delineate accurately on the Client's property all subterranean structures and utilities. The Client assumes sole and complete responsibility for any damage or injury caused to any person, property, subterranean structures or utilities because of incorrect or inadequate information provided to Dillon and the Client agrees to indemnify, defend and hold Dillon harmless from any claim or liability for injury or loss resulting from such damage or injury.

6. Samples

6.1 Unless otherwise agreed in writing, all samples obtained by Dillon, including soil cores, may be discarded by Dillon within 30 days after submission of Dillon's report to the Client. A mutually agreed storage fee will be charged to the Client for any samples stored longer than this 30 day period.

6.2 If any of the samples contain substances or constituents that Dillon believes may be hazardous or detrimental to the environment or human health and safety, Dillon may, at the Client's expense, return such samples to the Client or dispose of the samples in a manner deemed appropriate by Dillon.

7. Force Majeure

7.1 Notwithstanding any other provision of the Agreement, Dillon shall not be deemed in breach of the Agreement or liable for any failure or delay in performing any of its obligations under the Agreement, if the failure or delay is caused directly or indirectly by any event or circumstance beyond Dillon's control, including, without limiting the generality of the foregoing, acts of God, government or civil or military authority, inclement weather, fire, flood, labour trouble, failure of transportation, accident, act or omission of the Client or anyone employed or engaged directly or indirectly by the Client, or the discovery of hazardous or potentially hazardous materials or situations at or near the project site.

7.2 Where an event or circumstance of the kind referred to in Clause 7.1 arises, Dillon may, at its option, extend the period of time for completion of the Agreement or terminate the Agreement.

8. Payment

8.1 Unless otherwise stipulated in this agreement for services, the Client shall pay Dillon for its services as follows (applicable taxes are extra):

- (a) fees shall be paid on the basis of Dillon's current schedule of standard flat hourly rates;
- (b) routine expenses and disbursements (communications, local travel, project office supplies, production of routine documents/drawings, courier/messenger services, standard software/computer costs, and similar items) shall be paid at a standard rate of 8% of fees;
- (c) other project-related expenses and disbursements (sub-consultant/sub-contractor charges, travel beyond local area, living expenses when away from home office, advertising costs, testing services, use of specialized equipment or software, approval/permit/licence fees, project specific insurance, production of tender or other non-routine documents, and similar items) shall be paid at cost plus a 5% administration fee;
- (d) payment shall be made within thirty days of the date of Dillon's invoice;
- (e) interest shall be paid by the Client at an annual rate equivalent to the average bank prime rate plus 4% on all amounts unpaid within 30 days of the date of Dillon's invoice, with payment to be applied first to accrued interest and then to the unpaid principal amount.

9. Independent Professional Services Consultant

9.1 Unless otherwise agreed in writing by Dillon and the Client, it is acknowledged that Dillon is an independent professional services consultant in performing services under this agreement, and accordingly it is further acknowledged that Dillon is an independent contractor.

10. Defects in Service

10.1 The Client shall promptly report to Dillon any defects or suspected defects in Dillon's work or services of which the Client becomes aware, so that Dillon may take measures to minimize the consequences of such defects. Failure by the Client to notify Dillon in a timely manner shall relieve Dillon of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given. No unilateral withholdings, deductions or offsets shall be made from Dillon's compensation for any defects or suspected defects unless Dillon has been found legally liable for such amounts.

11. Suspension of Services

11.1 If the Client fails to make payments when due, or otherwise is in breach of the Agreement, Dillon may suspend performance of services upon five (5) calendar days' notice to the Client. Dillon shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension.

12. Agreement

12.1 These terms of engagement govern the services to be provided by Dillon under the Agreement, shall be amended only by the written agreement of Dillon's authorized representative and the Client, and shall not be altered or supplemented by any other understanding or agreement. The Client waives its right to unilateral rescission of contract under the Civil Code of Quebec and undertakes not to seek termination of the Agreement during the term of the Agreement.

12.2 The Agreement, of which these terms of engagement form a part, shall be governed by and interpreted in accordance with the laws of the province or territory of jurisdiction named on the Agreement for Professional Services.

12.3 Titles and section headings are for convenience of reference only and shall not be considered in interpreting the text of the terms of engagement.

12.4 If any clause in these terms of engagement is held illegal, invalid or unenforceable in whole or in part, the remaining clauses shall not be impaired and shall remain in full force and effect. All limitations of liability, releases, indemnities and similar provisions shall survive termination of the Agreement for any cause, and shall apply even in the event of the fault, negligence or other liability of Dillon, and shall extend to the officers, directors, employees and agents of Dillon.