



Stantec Consulting Ltd.  
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April 7, 2017  
File: 165681083-001

The Corporation of the Town of Kingsville  
2021 Division Road North  
Kingsville, Ontario, N9Y 2Y9

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

Dear Sir,

**Reference: Proposal for Engineering Services  
Park Street Reconstruction**

We are pleased to submit this proposal for engineering services for the above referenced project in the Town of Kingsville.

#### **UNDERSTANDING OF ASSIGNMENT**

The intent of this project is to reconstruct Park Street from Division Street South to Lakeview Lane, including the construction of a new 300 mm diameter watermain as depicted in the current set of draft construction drawings.

Construction Drawings were previously prepared by Stantec in 2009, which will require to be updated to reflect today's standards and to incorporate additional features as requested by the Town.

It is our understanding that the above proposed works are to be tendered, constructed and commissioned in 2017. To achieve this, Stantec is to carry out the final design and preparation of construction drawings, specifications and contract documents in preparation for tendering in Spring of 2017. Stantec is also to provide contract administration and full time inspection services during the construction period.

For this type of project, a surveyor is normally engaged to gather topographic data along the existing rights-of-way in order to have a base plan prepared to serve as a base for the design of the new works. A survey was previously completed for this assignment, however, it will need to be updated via an audit to ensure that existing infrastructure is current. It is understood that the Town of Kingsville will directly engage and pay the local survey firm of VSHHB Inc. to audit the topographic survey if significant changes are found after the audit. Final design and final preparation of construction drawings & specifications can commence immediately thereafter.

#### **SCOPE OF SERVICES & WORK PLAN**

The following scope of services and work plan is proposed for this project.

##### **Design Period Services**

1. Project Initiation meeting with Town.
2. Project setup and preparation of project implementation plan including review of detailed scope of services with Town.
3. Coordinate topographical survey audit.



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4. Review of 2009 design and carrying out final design of road reconstruction and watermain replacement including incorporating comments from Town.
5. Final preparation of draft construction drawings.
6. Preparation of construction specifications.
7. Preparation of contract documents including form of tender.
8. Preparation of opinion of probable cost for construction.
9. Review of deliverables with Town including drawing and document revisions until finalized.
10. Preparation of MOECC documentation for Town records and submission to MOECC.
11. Preparation of ERCA application for Town records and submission to ERCA.

**Tender Period Services**

1. Once the design is finalized and budget has been approved, Town to arrange for advertising and call for tenders.
2. During tender period, reply to questions from contractors, and prepare addenda as needed. Town to issue and manage all questions and addenda.
3. Review tenders, prepare tender report with recommendations.
4. Town to award contract and prepare, coordinate and manage execution of contract documents with contractor. Stantec to assist Town as needed.

**Construction Period Services**

1. Preparation of "Issued for Construction" Contract Documents & Drawings and distribute to Town and successful Contractor.
2. Arrange for and chair pre-construction meeting along with preparation and distribution of minutes.
3. Call, attend and prepare minutes for progress site meetings approximately every two (2) weeks. An allowance for seven (7) site meetings has been carried in this proposal.
4. Arrange for preconstruction photos.
5. Review of shop drawings and submittals from contractor.
6. Full time inspection during construction including keeping a record of the construction on daily work inspection forms along with construction record information and photos. An allowance of **840 hours** has been carried in this proposal for inspection based on an estimated total of **70 working days at 12 hours per day** to complete construction.

This allowance is based on implementing only **one inspector** for all the works. However, should there arise the need to implement an additional inspector due to construction proceeding at multiple locations at the same time, then Stantec shall advise and request authorization from the Town prior to proceeding with an additional inspector and the associated additional fees negotiated.

7. Coordination with Utilities throughout construction period providing for any ancillary utility relocation work that may be required as construction progresses.
8. Coordination of testing of materials to be integrated into the works including liaising with the Contractor as needed. Stantec is also to review testing reports as needed.



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9. Coordination of testing and sampling of water during disinfection process.
10. Contract administration services including preparation of payment certificates and issuance of Substantial Performance. An allowance for five (5) payment certificates has been carried in this proposal.

**Maintenance Period Services**

1. Prepare, manage and pursue contractor to rectify identified deficiencies during 1 year maintenance period.
2. Preparation of project documentation booklet including construction record drawings.
3. Coordinate and attend walk through at end of maintenance period.
4. Preparation of final documentation such as release of statutory holdback certificate, completion certificate, final certificate, etc.
5. Close project.

**ENGINEERING FEES**

The following is our proposed budget engineering fee based on our understanding of this assignment and our proposed work plan.

<b>Design Period Services</b>	<b>\$ 54,000</b>
<b>Tender Period Services</b>	<b>\$ 6,000</b>
<b>Construction Period Services</b>	<b>\$ 140,000</b>
<b>Maintenance Period Services</b>	<b>\$ 20,000</b>
<hr/>	
<b>Sub-Total Professional Fees</b>	<b>\$ 220,000</b>
<b>8% Flat Rate Disbursement</b>	<b>\$ 17,600</b>
<hr/>	
<b>Total Budget Engineering Fee (HST Exclusive)</b>	<b>\$ 237,600</b>

Professional fees shown are in Canadian dollars for engineering work related to the scope of work outlined herein. Expenses, including mileage, incidental printing costs, communications and general office expenses are covered under the Flat Rate Disbursement. Major expenses such as printing costs are not included in the flat rate disbursement and it is understood that the Town will directly engage and pay for a printing company to carry out the printing. The above total budget engineering fee is to be viewed as an upset limit for the engineering services outlined in this proposal. Work is to be invoiced on an hourly basis for the actual time & effort necessary to carry out the assignment up to the upset amount.

The above budget engineering fee does not include any allowance and/or costs for engaging specialty consultants to carry out any specialty work such as surveying, geotechnical investigations/testing, noise reports, environmental studies, etc. Should any significant and/or unforeseen project specific expenses arise during the project which is not covered under this proposal, then the Town is to reimburse Stantec for the total cost of the expense plus a 10% markup.

Also note that the above total budget engineering fee does not include any allowance for advertising costs nor for any application fees required by any regulatory agency. Fees related to permits and approvals have not been included in our fee and will be the responsibility of and at the total expense of the Town. It is understood that the Town is to directly engage and pay for the local survey firm of VSHHB Inc. to carry out all survey work if required for the project.



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Geotechnical investigations are anticipated to be needed to carry out and complete the detailed design. It is understood that the Town is to directly engage and pay a local geotechnical consulting firm to carry out such work.

The above total budget engineering fee has been established based on our experience on similar projects. This fee will be reviewed with the Town at the conclusion of each project meeting and adjustments made to the work plan to maintain the fee as requested. Any clear changes in the scope of the work are to be identified and discussed with the Town as they occur and the fee revised to suit as needed.

Overall, should it become apparent that the scope of work expands beyond that identified in this proposal and additional engineering services will be required to ensure the successful completion of this assignment; then Stantec shall advise and request authorization from the Town prior to proceeding with any additional work and the associated additional fees negotiated and processed through a Change Order request.

We trust that you will find our proposal adequately meets your needs. We are prepared to commence work immediately upon the execution of a mutually acceptable professional services agreement (PSA). A completed "Draft" copy of the PSA is attached to this proposal for the Town's consideration.

Should you have any questions or require clarifications or additional information with respect to this proposal, please contact Mr. Jubenville directly.

Respectfully yours,

**STANTEC CONSULTING LTD.**

Clarence Jubenville, P.Eng.  
Project Manager  
Phone: (519) 966-2250 Ext. 241  
Fax: (519) 966-5523  
clarence.jubenville@stantec.com

Tony Berardi, P.Eng.  
Principal & Sector Leader  
Phone: (519) 966-2250 Ext. 255  
Fax: (519) 966-5523  
tony.berardi@stantec.com

**Attachments: Stantec Professional Services Agreement**

THIS AGREEMENT is made and entered into effective April 7<sup>th</sup> 2017 (the "Agreement Date") by and between:

**"CLIENT"**

Name: THE CORPORATION OF THE TOWN OF KINGSVILLE  
Address: 2021 Division Road North, Kingsville, Ontario N9Y 2Y9  
Phone: (519) 733.2305 Fax:  
Representative: Andrew Plancke, Civil Eng. Tech. (Env.)

**"STANTEC"**

Name: STANTEC CONSULTING LTD.  
Address: 100-140 Ouellette Place, Windsor, Ontario N8X 1L9  
Phone: (519) 966.2250 Fax: (519)966.5523  
Representative: Clarence Jubenville, P.Eng

PROJECT NAME (the "PROJECT"):

Park Street Reconstruction

**DESCRIPTION OF WORK:** STANTEC shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. STANTEC may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and STANTEC by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

**DESCRIPTION OF CLIENT:** The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

**COMPENSATION:** Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with STANTEC's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle STANTEC, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

**REPRESENTATIVES:** Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

**NOTICES:** All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

**CLIENT'S RESPONSIBILITIES:** The CLIENT shall provide to STANTEC in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to STANTEC all relevant information or data pertinent to the PROJECT which is required by STANTEC to perform the SERVICES. STANTEC shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of STANTEC or otherwise. Where such information or data originates either with the CLIENT or its consultants then STANTEC shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by STANTEC, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable STANTEC to carry out the SERVICES. Whether arranged by the CLIENT or STANTEC, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by STANTEC and whenever prompt action is necessary shall inform STANTEC of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for STANTEC 's entry to the PROJECT site as well as other public and private property as necessary for STANTEC to perform the SERVICES. The CLIENT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay STANTEC in the performance of the SERVICES.

**STANTEC's RESPONSIBILITIES:** STANTEC shall furnish the necessary qualified personnel to provide the SERVICES. STANTEC represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, STANTEC will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure STANTEC 's performance. There are no other representations or warranties expressed or implied made by STANTEC. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by STANTEC nor shall STANTEC warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond STANTEC's reasonable control. STANTEC does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless STANTEC from any demands, claims, suits or actions of third parties arising out of STANTEC's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, STANTEC shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by STANTEC shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve STANTEC from its responsibility for the proper performance of the SERVICES.

**TERMINATION:** Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay STANTEC for the SERVICES performed to the date of termination. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated.

**SUSPENSION OF SERVICES:** If the project is suspended for more than thirty (30) calendar days in the aggregate, STANTEC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, STANTEC may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

**ENVIRONMENTAL:** Except as specifically described in this AGREEMENT, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by STANTEC are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

**BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS:** STANTEC shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, STANTEC shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of STANTEC, through no fault of STANTEC, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

STANTEC shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**COST AND SCHEDULE OF CONSTRUCTION WORK:** In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor STANTEC has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on STANTEC's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by STANTEC. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

**ADMINISTRATION OF CONSTRUCTION CONTRACTS:** When applicable, STANTEC shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in this AGREEMENT. The performance of the construction contract is not STANTEC's responsibility nor are STANTEC's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and STANTEC that only work which has been seen during an examination by STANTEC can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by STANTEC, the authority for general administration of the PROJECT shall reside with STANTEC only to the extent defined in this AGREEMENT. In such case, STANTEC shall coordinate the activities of other consultants employed by the CLIENT, only to the extent that STANTEC is empowered to do so by such other consultants' contracts with the CLIENT.

STANTEC shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by STANTEC of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, STANTEC shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by STANTEC or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, STANTEC will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than STANTEC, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

**JOBSITE SAFETY:** Neither the professional activities of STANTEC, nor the presence of STANTEC or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, STANTEC and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

**LIMITATION OF LIABILITY:** The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of STANTEC.

It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to STANTEC for the SERVICES or \$500,000. No claim may be brought against STANTEC in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

STANTEC's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

**INDEMNITY FOR MOLD CLAIMS:** It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall



notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

**DOCUMENTS:** All documents prepared by STANTEC or on behalf of STANTEC in connection with the PROJECT are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to STANTEC of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by STANTEC. These documents may not be used for any other purpose without the prior written agreement of STANTEC. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by STANTEC in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of STANTEC. In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to indemnify STANTEC from any claims advanced on account of said reuse or modification.

Any document produced by STANTEC in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of STANTEC, which may be withheld at STANTEC's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of STANTEC's standard form reliance letter.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

**PROJECT PROMOTION:** Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include STANTEC in such Project Promotion.

**FORCE MAJEURE:** Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**GOVERNING LAW:** This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

**DISPUTE RESOLUTION:** If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

**ATTORNEYS FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

**ASSIGNMENT AND SUCCESSORS:** Neither the CLIENT nor STANTEC shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**PROTECTION OF PRIVACY LAWS:** STANTEC will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. STANTEC will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. STANTEC will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody



of STANTEC or any of STANTEC's policies or practices relevant to the management of personal information subject to this AGREEMENT.

**ENTIRE AGREEMENT:** This AGREEMENT constitutes the sole and entire agreement between the CLIENT and STANTEC relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and STANTEC. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

**SEVERABILITY:** If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and STANTEC.

**THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.**

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above.

**THE CORPORATION OF THE TOWN OF KINGSVILLE**
**STANTEC CONSULTING LTD.**

Andrew Plancke, Civil Eng. Tech. (Env)  
Director of Munciple Services  
\_\_\_\_\_  
Print Name and Title

Signature \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

Signature \_\_\_\_\_

Clarence Jubenville, P.Eng  
Project Manager  
\_\_\_\_\_  
Print Name and Title

Signature \_\_\_\_\_

Tony Berardi, P.Eng  
Principle and Sector Lead  
\_\_\_\_\_  
Print Name and Title

Signature \_\_\_\_\_

Attached to and forming part of the AGREEMENT BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING LTD.

(hereinafter called "STANTEC")

EFFECTIVE: April 7th 2017

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: STANTEC shall perform the following SERVICES:

-As per Stantec proposal dated April 7<sup>th</sup> 2017. Proposal number 165681083-001

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: April 7<sup>th</sup> 2017

Estimated Completion Date: December 31<sup>st</sup> 2018

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate STANTEC as follows:

Time and Expenses to an upset of \$ 237,600.00 including 8% FRD in accordance with attached Stantec proposal dated April 7<sup>th</sup> 2017 plus any significant project related expenses and /or subconsultants, if required and not included in the Stantec proposal.

An eight percent (8%) flat rate disbursement (FRD) recovery charge has been included in the STANTEC fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film, CDs and report materials; communications expenses (e.g., faxes, office and mobile phones, blackberries, pagers, and other devices); office expenses (e.g., postage, couriers, equipment, common software and other supplies); staff local mileage/kilometrage; and archive maintenance. As this is a FRD, no supporting document will be provided with invoices.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to STANTEC with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

# PROFESSIONAL SERVICES AGREEMENT AGREEMENT "A"

Unless otherwise specified, charges for SERVICES are based on STANTEC's hourly billing rate table ("Rate Table"), Shown Below. This Rate Table is subject to escalation from time to time.

## RATE TABLE

Minimum Billing Level	Billing Rate Table 1
3	\$76
4	\$83
5	\$91
6	\$100
7	\$108
8	\$115
9	\$124
10	\$132
11	\$140
12	\$146
13	\$154
14	\$167
15	\$190
16	\$213
17	\$242
18	\$280
19	\$314
20	\$336
21	\$366

## ADDITIONAL CONDITIONS:

The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

- No additional conditions

## ADDITIONAL ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

- No additional attachments

## INSURANCE REQUIREMENTS:

Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

**General Liability:** Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

**Automobile Liability:** Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

**Professional Liability:** Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.

**Workers' Compensation:** As prescribed by applicable law.

**Certificates:** Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.