

CONTRACT OF ENGAGEMENT

THIS AGREEMENT made this 13th day of February, 2018.

B E T W E E N:

1723047 ONTARIO LIMITED dba EQUITY & MORE

Hereinafter called "the Consultant",
OF THE FIRST PART,

and

TOWN OF FORT FRANCES

Hereinafter called "the Client",
OF THE SECOND PART.

WHEREAS the Town has agreed to engage the Consultant to render certain technical and professional services and the Consultant has agreed to perform such services as hereinafter provided;

NOW THEREFORE the Parties hereto mutually agree as follows:

1.0 Employment of Consultant

The Town hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth in connection with the Review and Update of Pay Equity Plans for Union and Management-Non-Union Employee Groups. The Review and related services are hereinafter referred to as the "Project".

2.0 Scope of Services

2.1 Scope of Services

The Consultant agrees to perform and carry out, in a satisfactory and proper manner, the services as outlined in:

Schedule "A" to this Agreement, being the Town's Request for Proposal, and

Schedule "B" to this Agreement, being the Consultant's Proposal dated December 11, 2017; and the Consultant's Addendum dated January 13, 2018

hereinafter referred to as "Work Products."

2.2 Work Plan and Schedule

The services of the Consultant shall commence as soon as practicable after the execution of this Agreement and in accordance with a timetable set forth in the Work Plan being Schedule "B" of this Agreement. The Work Plan will be a live document to this Agreement requiring ongoing review and signed approval of Changes as outlined in Article 9.0 of this Agreement. The Work Plan and Schedule will identify Consultant deliverables, tasks, timelines to complete deliverables, milestone events and deliverables, such as, but not limited to delivery of reports, meetings and approvals, and estimated Town resources effort required to complete the project.

3.0 Reporting the Findings

- (1) The Consultant shall report its findings to the Town in the following manner:
 - (a) initial and final drafts of all research measures/protocols to be used throughout data collection phases of the assignment;
 - (b) a summary of the results of data analyses, in tabular form, to be used in a working session with the Town where preliminary interpretations and recommendations will be discussed;
 - (c) a draft of the final report; and
 - (d) copies of a final report which will include an executive summary, a brief discussion of the research process and recommendations;
- (2) At the completion of the Project, the Consultant shall make available to the Town the base material prepared by it in connection with the Project.

4.0 Meetings

The Consultant or its approved representatives shall meet with the Town or other agencies or groups as may be required by the Town at times reasonably required by the Town during the term of this Agreement to discuss the Project; to report to the Town; and to explain the findings and recommendations, at major intervals during the work:

5.0 Town Representative

The Town may, from time to time, appoint one or more representatives who may provide instructions, approvals and otherwise represent the Town in relation to the Project.

6.0 Time of Performance

The services of the Consultant shall commence as soon as practicable after the execution of this Agreement. The services of the Consultant and the obligations of the Town shall be undertaken and performed in such sequence as to assure the completion of the Project on or before the 31st day of March, 2019.

7.0 Compensation

- (1) The Consultant shall be paid for the due performance of the services a fee not exceeding *Forty-three thousand seven hundred thirty-one dollars (\$43,731)* inclusive of HST in installments as follows:
 - Payments upon submission of an invoice for work undertaken up to the date of the invoice.
- (2) As part of the above payments, the Consultant shall be paid for the cost of traveling and living expenses of its representatives covering up to four (4) Project requirements for attendance on-site, reasonably required in connection with the services to be provided under this Agreement. Such payment to be conditional on receipt by the Town of such accounts, vouchers and other records as it may reasonably require.
- (3) The Town is not responsible for any costs or expenses incurred in connection with the Project except as expressly stated herein.
- (4) Payment shall be made in every case not later than thirty (30) days from the receipt of a statement of account for payment from the Consultant specifying that it has performed the work and is entitled

to receive the amount invoiced under the terms of this Agreement, subject to the Town's approval of progress.

- (5) Fees and H.S.T. shall be based upon the following rates:

| <u>Designation</u> | <u>Per Diem Rate</u> | <u>Hourly Rate</u> |
|--------------------|----------------------|--------------------|
| Project Consultant | \$1,100 | \$140 |

8.0 Personnel

- (1) The Consultant represents that it has, or will secure at its own expense, all personnel and resources required to perform the services under this Agreement.
- (2) All services under this Agreement will be performed by the Consultant or under its supervision and all personnel engaged in work shall be fully qualified and shall be authorized or permitted under Provincial and Local law to perform such services.

9.0 Changes

- (1) The Town may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Unless the Parties agree that such changes do not involve any increase or decrease in the Consultant's compensation, such compensation shall be increased or decreased as the Parties may agree, and in the event of disagreement between the Parties, the matter shall be referred to arbitration as hereinafter provided.
- (2) No change in the scope of the services shall be effective unless required and authorized in writing by the Town.

10.0 Termination

- (1) If at any time during the currency of this Agreement the standard of the Consultant's services, in the opinion of the Town based on reasonable grounds, should be less than a high standard of professional competence for any material period of time, or the Consultant fails or refuses to carry out the assignment to which this Agreement applies or to observe the Agreement in other respects, the Town may terminate this Agreement at any time thereafter and henceforth the Agreement shall be of no further force or effect except that the Consultant shall continue to be responsible for the quality of all services performed by it up to such cancellation and the Town shall be liable to pay a reasonable amount for services rendered by the Consultant prior to such termination, except such services performed at a standard of competence that does not comply with this Agreement and is not acceptable to the Town.
- (2) In the event that the Town determines to abandon the Project for which the advice of the Consultant were required, it may do so and terminate this Agreement in its sole discretion and, in such event, the Town shall pay the Consultant compensation for fees and disbursements provided or incurred to the time of termination only and shall have no further obligation with respect thereto.

11.0 Town Obligations

- (1) The Town shall make available for the inspection of the Consultant any Studies previously conducted in the area which relates to the Consultant's services and which the Consultant may reasonably require.
- (2) The Town shall give due consideration to all plans, reports, proposals and other information provided by the Consultant and shall make any decisions which it is required to make in connection

therewith within a reasonable period stipulated by the Consultant to enable it to proceed according to the work schedule.

- (3) Any and all plans, documents, reports, and designs furnished by the Consultant are based on the assumption that all information supplied by the Town or on behalf of the Town by any person or persons other than the Consultant is correct, and the Consultant shall not be liable for any loss or damage arising from any inaccuracy in such information, unless the Consultant, using reasonable diligence, ought to have known of such inaccuracy.

12.0 Assignability

The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same.

13.0 Liability Insurance

The Consultant shall provide and maintain at its own cost and expense liability insurance insuring the Consultant and the Town against claims for liability relating to or arising out of this Agreement. The amount of coverage and the provisions of such policy and the insurer shall be approved by the Town's business office prior to the execution and delivery of this Agreement by the Town.

14.0 Conflict of Interest

The Consultant covenants that the firm presently has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of our services hereunder. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed or engaged in it.

15.0 Findings Confidential

Any reports, information, data, and other material given to or prepared or assembled by the Consultant under this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the Town.

16.0 Additional Terms and Conditions

The additional terms and conditions, if any, set out in Schedule "C" hereto, form part of this Agreement.

17.0 Arbitration

- (1) All differences between the Parties hereto arising out of this Agreement may be submitted to arbitration.
- (2) No one shall be appointed or act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work or in the business or other affairs of either party.
- (3) The award of the arbitrator shall be final and binding upon the Parties.
- (4) The provision of the *Ontario Arbitrations Act* shall apply to the arbitration.

18.0 Copyright of Project Report, Ownership of Material

No report, document or other data produced in whole or in part with project funds shall be copyrighted by the Consultant, neither shall any notice of copyright be registered by the Consultant

in connection with any report, document, or other material developed by it for the Project. It is agreed that all materials, documents, data and work papers related to the assignment shall be the property of the Town and shall be surrendered to the Town on demand.

19.0 Notice

Any notice in writing required or permitted to be given to the Town hereunder shall be sufficiently given if delivered to the Town's Municipal Office personally or sent by e-mail, fax or mailed by registered mail addressed to:

**Jordan Forbes, HR Coordinator
Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9**

Any notice in writing required or permitted to be given to the Consultant hereunder shall be sufficiently given if delivered to the Consultant personally or sent by e-mail, fax or mailed by registered mail addressed to:

**Gail Lawrence, President
Equity & More
1931 Dawson Road
Thunder Bay ON P7G 3E8**

Any notice sent by e-mail or fax shall be deemed to have been received on the date of transmission thereof if sent prior to 12:00 o'clock noon, eastern standard time and if sent after such time on the next following day.

Mailed notices shall be deemed to be given to the addressee on the second normal business day (Monday to Friday, statutory holidays excepted) following the date of such mailing. If a mail strike is in progress or there is a reasonable expectation of a mail strike, notice shall be given by a means other than by mail.

Any Party may at any time give notice to the other Party of any change of address, e-mail or fax number of the Party giving such notice and from and after the giving of such notice, the address, e-mail or fax number therein specified shall be deemed to be the address, e-mail or fax number of such Party.

20.0 Entire Agreement

- (1) This Agreement constitutes the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other communications between the Parties, relating to the subject matter of this Agreement.
- (2) This Agreement may be changed only by a written amendment signed by the authorized representatives of both Parties.

21.0 Enurement

This Agreement and everything herein contained, unless the context otherwise requires and subject to Article 12.0 shall enure to the benefit of and be binding upon the Parties hereto, their successors and assigns respectively.

IN WITNESS WHEREOF the Parties hereto have executed these presents under their respective seals.

TOWN OF FORT FRANCES

Mayor, Roy Avis

(SEAL)

Clerk, Elizabeth Slomke

1723047 Ontario Ltd.
dba EQUITY & MORE

A handwritten signature in cursive script, appearing to read "G.E. Lawrence", written in dark ink.

Per: G.E. Lawrence, President