

M.E.A./C.E.O.

**CLIENT/CONSULTANT AGREEMENT
FOR MUNICIPAL WORKS
SHORT FORM (2011)**

MEMORANDUM OF AGREEMENT BETWEEN

THE CORPORATION OF the Town of Fort Frances **(Client)**

And

JML Engineering Ltd. **(Consultant)**

Dated April 21, 2022

WHEREAS the Client intends to (describe project generally):
JML Engineering will review the Town of Fort Frances' Portage Avenue

Underpass Bridge superstructure and develop a rehabilitation plan, including
detailed design drawings and tender specifications.

and has requested the Consultant to furnish professional services in connection
therewith.

1. The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services set out in section 2. below.
2. The services ("Services") to be provided by the Consultant shall consist of the following:
As per JML Engineering proposal 52669 dated March 11, 2022.

3. The Client shall pay the Consultant either on a lump-sum fee basis or on a time basis, as stipulated in the letter of engagement.
4. **Time-Based Compensation:** In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project. The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement. The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

When requested by the Client, the Consultant shall provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the Services.

- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate rates for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

Fees calculated on a time basis shall be exclusive of reimbursable expenses, and shall be exclusive of HST.

5. **Lump Sum Fee Compensation:** The agreed lump sum fee shall be as set out in the letter of engagement. The lump sum fee shall be exclusive of reimbursable expenses, and shall be exclusive of HST.
6. **Reimbursable Expenses:** In addition to the fee (either time based or lump sum), the Consultant shall be reimbursed at cost plus an administrative charge of 5%, for all expenses properly incurred by him in connection with the Project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, chemical and physical tests.
7. The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Unless otherwise set out in the letter of engagement, payment shall be due 30 days following date of invoice.

8. The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.
9. The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.
 - (a) Comprehensive General Liability and Automobile Insurance
The Insurance Coverage shall be \$ 5,000,000 per occurrence and in the aggregate for general liability and \$ 2,000,000 for automobile insurance. When requested the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.
 - (b) Professional Liability Insurance
The Insurance Coverage shall be in the amount of \$ 2,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.
10. Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in

writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the consultant.

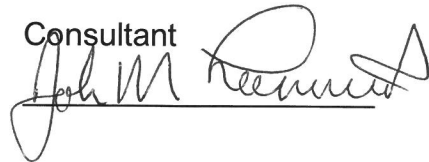
11. The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The signatories shall have the authority to bind their corporation, company or firm, as the case may be, for purposes of this agreement

Client

Dated _____

Consultant



Dated APRIL 21 2022