

CONSULTING AGREEMENT

Between:

The Corporation of the Town of Tecumseh

and

Dillon Consulting Limited

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CONSULTING AGREEMENT

THIS AGREEMENT made in triplicate this 25th day of July 2023.

B E T W E E N:

THE CORPORATION OF THE TOWN OF TECUMSEH,
hereinafter called the "**Municipality**" or "**Town**"

OF THE FIRST PART

-and-

Dillon Consulting Limited
hereinafter called the "**Consultant**"

OF THE SECOND PART

HEREINAFTER collectively referred to as the "Parties"

RECITALS

WHEREAS the Town intends to retain the Consulting Services of qualified professionals to complete the detailed Engineering consulting services design, tender package, and construction services for the Project..

AND WHEREAS the Town issued a Request for Proposal on April 26, 2023 respecting the Project known as : Disaster Mitigation and Adaptation fund Phase 1: Scully-St. Marks Pump Station Replacement and Riverside drive East Reconstruction Project;

AND WHEREAS the Consultant responded to the RFP and has agreed to provide the Professional Services subject to the following terms, standards, requirements and conditions;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Town and the Consultant mutually agree as follows:

1.1 The following terms and expressions when used in this Agreement and the Schedules attached hereto and any amendments to this Agreement and such Schedules shall have the following meanings:

Additional Services shall mean those additional services not identified originally in the RFP or Proposal Submission but which the parties subsequently agree in writing shall be provided by the Consultant to the Town;

Agreement shall mean this Agreement and any amendment thereto;

Business Day shall mean any day, other than a Saturday, Sunday or any other day on which the principal-chartered banks located in the Town are not open for business during normal banking hours;

DMAF Contract shall mean the Disaster Mitigation and Adaption Fund, as outlined in the RFP;

Force Majeure shall mean the acts beyond the reasonable control of the party and as described in Article 2.12 of this agreement.

Phase shall mean each separate category of work outlined in the RFP, section 7.1, Table's 2, 3 & 4;

Project shall mean the Project as outlined in the RFP;

Proposal Submission shall mean the Consultant's Project submission as outlined in the RFP;

RFP shall mean the Request for Proposals referred to in the recitals above a copy of which is attached hereto as Schedule A;

Schedules shall mean the schedules attached hereto and forming part of this Agreement;

Services shall mean those Services to be delivered or performed by the Consultant under the agreement, and without limiting the foregoing as more particularly described in Article 3 and Additional Services as applicable.

ARTICLE 2

GENERAL CONDITIONS

2.1 RETAINER

The Town hereby retains the Consultant in connection with the Project and the Consultant agrees to provide the Services described in Article 3 (Services to be provided) for the Project under the general direction and control of the Town.

2.2 COMPENSATION

The Town shall pay the Consultant in accordance with the provisions set forth in Article 4. For the purposes of this agreement, the basis of payment shall be as specified in Article 4.2.

2.3 STAFF AND METHODS

The Consultant shall perform the Services under this agreement with the degree of care, skill and diligence normally provided by other members of the engineering and science professions currently practicing under similar conditions in the performance of such Services as contemplated by the agreement and otherwise in accordance with all applicable code(s) of ethics, provincial and/or national laws and regulations. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff. The Consultant shall obtain the prior agreement of the Town before making any changes to the staff list after commencement of the Project.

2.4 DRAWINGS AND DOCUMENTS

Drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Town may be used by the Town for the Project herein described, including "as-built" drawings and the Town has ownership of any such drawings. To the extent called for in the RFP, the Consultant shall cooperate, assist and collaborate with any other Consultant or third party to incorporate these drawings and documents into any larger or comparable document package applicable to the overall Project.

2.5 INTELLECTUAL PROPERTY

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of their Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Consultant.

The Town shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

2.6 RECORDS AND AUDIT

- a) 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.
- b) The Town may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Town is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Consultant, when requested by the Town, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.
- d) The Consultant shall keep proper and accurate financial accounts and records, that are made available for review by the Town upon request, such accounts and records to include but not be limited to its contracts, invoices, statements, receipts, vouchers, and all non-financial records in respect of the Project for at least six (6) years after the DMAF Agreement End Date which is March 31, 2034, in addition to all necessary records to substantiate
 - i) all charges and payments under the Agreement and
 - ii) that all deliverables were provided in accordance with the Agreement.
- e) In a manner set forth in section 11.4 of the RFP, Canada, the Auditor General of Canada, and their representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the overall DMAF Contract, and by extension this contract, and any records and accounts respecting the Project for the purpose of audit. The Consultant acknowledges and agrees that the terms and conditions of this Agreement include and incorporate to the extent applicable and relevant, the terms and conditions of the DMAF Agreement.

2.7 CHANGES AND ALTERATIONS AND ADDITIONAL SERVICES

With the written consent of the Consultant, the Town may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Town necessitates additional staff or Services, the Consultant shall

be paid in accordance with Section 4.2 for such additional Services and staff employed directly thereon, together with such expenses and disbursements as otherwise agreed in writing between the parties.

2.8 DELAYS

In the event that the start of the project is delayed for one hundred and eighty (180) days or more for reasons beyond the control of the Consultant, the Consultant shall have the option to terminate the Agreement, if such option is exercised in writing within thirty days failing which the timing for if any, is extended for the period of delay.

2.9 SUSPENSION OR TERMINATION

The Town may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out the Consultant's Services. In such an event, the Consultant shall be entitled to payment for the Services rendered and disbursements incurred by the Consultant to the date of such suspension/termination and reasonable costs incurred to close out the Consultant's Services in the manner and extent otherwise contemplated by section 4.2.

If the Consultant is an individual and should die before their Services have been completed, this Agreement shall terminate as of the date of their death, and the Town shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination in the manner and extent otherwise contemplated by section 4.2.

2.10 INDEMNIFICATION

In the manner set forth in Article 9 of the RFP and without limiting the extent of scope of indemnification set out thereto, the Consultant shall indemnify and save harmless the Town and its elected officials, officers, and employees from and against claims, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages which the Town, its employees, or officers incur and resulting from...the Contractors performance under this Agreement and/or as the direct result of the negligent actions, errors, or omissions of the Consultant. . Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Town nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any special, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

The Town further covenants and agrees that it will at all times indemnify and save harmless the Consultant, its officers, servants and agents, from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the Consultant, its officers, servants and agents by reason or in consequence of the execution and performance of this agreement by the Town or the negligent acts and omissions of its servants, agents or employees.

2.11 INSURANCE

The Consultant shall obtain, maintain, and provide evidence thereof to the Town appropriate insurance coverage in respect of the Services as more particularly detailed in Article 9 of the RFP.

The Consultant, as Named Insured, shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Town and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- a) A limit of liability of \$5,000,000 per occurrence .
- b) Add The Corporation of the Town of Tecumseh and His Majesty the King in Right of Canada as represented by the Minister of Infrastructure and Communities (“Canada”) as additional insureds with respect to the operations of the Named Insured.
- c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured.
- d) Include insurance against liability for bodily injury and property damage caused by vehicles owned by the Consultant and used on the work, and in addition, shall include insurance against liability for bodily injury and property damage caused by vehicles not owned by the Consultant and used on the work. Each such insurance shall have a limit of liability of \$2,000,000 per occurrence and shall include contractual non-owned coverage (SEF 96). A “vehicle” shall be as defined in the Highway Traffic Act.
- e) Products and completed operations coverage.
- f) Broad Form Property Damage.
- g) Contractual Liability

The Consultant’s insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Town.

The Consultant, as Named Insured, shall, at their expense obtain and keep in force during the term of the Agreement, Professional Liability Insurance satisfactory to the Town and underwritten by an insurer licensed to conduct business in the Province of Ontario in an amount of \$2,000,000 per claim and in the aggregate.

The Consultant shall provide a Certificate of Insurance evidencing coverage in force prior to execution of the Contract for this work.

2.12 FORCE MAJEURE

Neither party shall be responsible to the other for damages arising directly or indirectly from any delays for causes beyond such party’s control. For purposes of this Agreement, such causes include, but are not limited to, general strikes or other labour disputes (but not including loss or departure of individual staff); epidemic, quarantine, pandemic (including the COVID-19 pandemic), emergency protection legislation, regulations and orders, severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the other party; or discovery of any hazardous substances or differing site conditions.

2.13 CONTRACTING FOR CONSTRUCTION

The Consultant or any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall not tender for the construction of the Project or have an interest either directly or indirectly in the construction of the Project.

2.14 ASSIGNMENT

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

2.15 PREVIOUS AGREEMENTS

This Agreement supersedes all previous agreements, arrangements, or understandings between the parties whether written or oral in connection with or incidental to the Project provided that the Schedules attached hereto are incorporated and remain part of this Agreement.

2.16 APPROVAL BY OTHER AUTHORITIES

Unless otherwise provided in this Agreement or stated in the RFP, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency (herein "an Authority") other than the Town, such applications for approval or review shall be the responsibility of and completed by the Consultant. Any such application shall be submitted to the Authority through the offices of the Town (when mandated or if requested by the Town). The Consultant shall be the primary point of contact with the Authority to monitor the progress and timely processing of such applications until or unless otherwise directed in writing by the Town. Costs for all application fees shall be borne by the Town unless otherwise provided for by the Consultant. The foregoing in no way limits the Consultant's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Town.

In the manner set forth in section 13.4 of the RFP, Consultants shall be responsible for applying for and complying with all applicable regulations and approvals in a reasonable timeframe to secure approval prior to construction. These include but are not limited to Town of Tecumseh standards, Ministry of the Environment, Conservation, and Parks, Ministry of Natural Resources and Forestry, Department of Fisheries and Oceans, the Essex Region Conservation Authority, Environmental Protection Act, Excess Soil Regulations, etc.

2.17 SUB-CONSULTANTS

The Consultant may engage Sub-Consultants for specialized services provided that they are noted in the Proposal Submission or otherwise prior approval is obtained, in writing, from the Town.

Sub-Consultants are to be paid as per the completed Tables 2, 3 and 4 in section 7 of the RFP completed in the Proposal Submission or as otherwise subsequently approved by the Town. Consultant shall pay Sub-Consultant and provide certificate of same to the Town and should the Consultant fail to pay Sub-Consultant, the Town may withhold funds from the next progress payment an amount equal to the amount alleged to be outstanding unless the Consultant has held back and paid into court the amount alleged to be payable to the Sub-Consultant or the Consultant and Town otherwise agree in writing.

2.18 INSPECTION AND COMPLIANCE WITH LAW

The Town, or persons authorized by the Town, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

The Consultant shall comply with the laws, regulations, and policies set forth in sections 9.7 through 11.3 of the RFP.

In the manner set forth in section 11.4 of the RFP, the Consultant shall note that Canada, the Auditor General of Canada, and their representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Agreement, and any record and accounts respecting the Project and will have reasonable and timely access to the Project sites and to any documentation relevant for the purpose of audit.

2.19 PUBLICATION

The Consultant agrees to obtain the consent in writing of the Town before publishing or issuing any information regarding the Project. All communication inquiries received by the proponent are to be sent directly to the Town for response.

In the manner set forth in section 11.5 of the RFP, this project is funded in part by the Government of Canada. The Town is solely responsible for the operational communications for this project and these communications are not subject to the federal official language policy. The Consultant will be required to share information about the project promptly should significant media inquiries be received or if major stakeholder issues arise relating to this project.

2.20 CONFIDENTIAL INFORMATION

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired, or disclosed by the Town in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information, which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality, which is independently developed by the Consultant without access to the Town's information, or which is required to be disclosed by law or court order. No such information shall be used by the Consultant on any other project without the approval in writing of the Town.

2.21 TIME

The Consultant shall perform the Services in accordance with the requirements of Article 3 of this Agreement and Table 5 “Preliminary Schedule” of the RFP and shall complete any portion or portions of the Services in such order as the Town may require.

The Town shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals, and other information submitted by the Consultant, and shall make any decisions which are required in connection therewith, within a reasonable time so as not to unduly delay the work of the Consultant. Provided, the Consultant shall allow for reasonable time for such input to be processed having regard to any specific guideline or direction noted by the Town as to its decision-making process.

The Consultant shall deliver services in a manner that is consistent with the preliminary schedule outlined in section 13.16 (Table 4 “Preliminary Schedule”) of the RFP or as otherwise agreed to by the parties in writing.

2.22 ESTIMATES, SCHEDULES AND STAFF LIST

2.22.1 PREPARATION OF ESTIMATE OF FEES, SCHEDULE OF PROGRESS AND STAFF LIST

All information provided in the Proposal Submission from Consultant is accurate and correct as it relates to the following.

- 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 ranges for staff, Principals and Executives, for which the Consultant may seek payment on a time basis where such recovery is contemplated under the RFP (subject to any pre-approval by the Town required under the RFP). 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 Town.

2.22.2 SUBSEQUENT CHANGES IN THE ESTIMATE OF FEES, SCHEDULE OF PROGRESS AND STAFF LIST

The Consultant will require prior written approval from the Town for any of the following changes:

- a) Any increase in the estimated fees beyond those in the Bid Submission
- b) Any change in the schedule of progress which results in a longer period than provided for in Subsection 2.22.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 2.22.1 (c).

2.22.3 MONTHLY REPORTING OF PROGRESS

When requested by the Town, the Consultant shall provide the Town with a written report showing the portion of the Services completed in the preceding month and otherwise in accordance with Article 4 below.

ARTICLE 3

SERVICES TO BE PROVIDED

3.1 SERVICES TO BE PROVIDED BY CONSULTANTS

The Consultant shall perform the services those services called for within the RFP, Section B “Project Details”, more specifically section 13 “Description of Work” and as outlined in the Consultant’s Proposal submission, attached hereto as Schedule ‘C’.

3.2 SERVICES TO BE PROVIDED BY TOWN

The Town will provide access to the Town’s information and/or database(s) to the extent set out in section 14 of the RFP and as otherwise may be requested or identified by the Consultant and approved by the Town all in accordance with and subject to any laws governing the disclosure and use of such information and/or database.

ARTICLE 4

FEES AND DISBURSEMENTS

4.1 BASIS OF PAYMENT FOR THIS AGREEMENT

4.1.1 FEES CALCULATED ON A DELIVERABLE BASIS

The Town shall pay the Consultant a Fee for the total Services to be provided under this Agreement up to a Upper Fee Limit amount of \$ \$941,056.50 (excluding HST) and as referenced in Article 4.1.2.

4.1.2 UPSET COST LIMIT

- a) Notwithstanding anything else contained in this agreement, the Fee for the Services shall not exceed the amount of \$ \$941,056.50 (excluding HST) set out in the Proposal Submission's completed "not to be exceeded" as called for in section 7.1 of the RFP in the format required in Tables 2, 3, and 4 of the RFP (attached as Schedule E) unless and until agreed to in writing by the Town in its sole and absolute discretion (e.g to cover Additional Expenses). This upward limit is termed "the Upward Fee Limit".
- b) Included in the "Fee" but subject to the limits and payment terms set forth in article 4, the Consultant shall be reimbursed at cost for all reasonable expenses properly incurred by them in connection with the Services and identified in the Proposal Submission, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.
- c) Notwithstanding Subsections (a) and (b) of this Section, the Town, at its sole discretion, may limit the amounts paid to the Consultant by the Town to the percentage equivalent to each Phase of the project complete in the reasonable opinion of the Town.
- d) The Consultant must request and receive the written approval of the Town before any Additional Services are carried out that are not included in Article 3 of this Agreement. When approving Additional Services that are not included in Article 3, the Town, at its sole discretion, may, in writing, set a limit on the total amount that may be claimed by the Consultant for the requested Additional Services.

4.2 PAYMENT

4.2.1 FEES CALCULATED MONTHLY

The Consultant shall submit an invoice to the Town for all Services completed in the immediately preceding month.

4.2.3 INVOICES GENERALLY

- a) Requirements for a proper invoice

All invoices submitted by the Consultant to the Town under this Agreement shall contain the following information:

- 1) The Consultant's name and address;
- 2) The date of the invoice and the period during which invoiced Services were supplied;

- 3) Information identifying the Agreement under which Services were supplied;
 - 4) A description of the services supplied;
 - 5) The total amount payable for the services supplied, and a statement that payment is due within 30 days of receipt subject to reasonable verification;
 - 6) The name, title, telephone number and mailing address of the person to whom payment is to be sent; and
 - 7) The following additional information (if any):
 - i. Undertaking that Sub-Consultants are paid;
 - ii. Community Employment Benefit (CEB) Assessment as in the manner set forth in section 11.2 of the RFP together with any other report deliverable by the Consultant under the RFP;
 - iii. Stage of completion of each Phase of the Services;
 - iv. Fees payable based on the percentage of work completed on any Phase less amounts previously accounted for in prior invoices;
 - v. HST applicable thereto along with the Consultant's HST number;
 - vi. Detail in respect of the actual time spent by the Consultant's employees, materials, equipment;
 - vii. A summary and details of the actual work of any Sub-Consultant otherwise consistent with the information noted in i) to vi) above.
- b) Disputed invoices

If the Town intends to dispute any invoice delivered by the Consultant, in whole or in part, the Town shall within 21 calendar days of receiving the invoice, deliver to the Consultant a notice of non-payment setting out the reasons for non-payment and offering to mediate the dispute if not resolved within a further 21 calendar days. Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out below.

4.2.4 TERMS OF PAYMENT

All fees, irrespective of their basis, shall be exclusive of HST, and HST will be added to each invoice. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, within 30 days of, as presented and without holdbacks, by the Town upon receipt, together with the additional information called for above.

ARTICLE 5

MISCELLANEOUS

5.1 COMMUNICATION

Subject to the express provisions of this Agreement, all communications provided for or permitted hereunder shall be in writing, personally delivered to an officer of the addressee or sent by registered and receipted mail, charges prepaid, or by facsimile transmission or other means of recorded telecommunication, charges prepaid, to the applicable address set forth below or to such other address as either party hereto may from time to time designate to the other in such manner.

Communications sent to the Municipality shall be addressed to:

917 Lesperance Road, Tecumseh, Ontario N8N 1W9

Communications sent to the Owner shall be addressed to:

Any communication so personally delivered shall be deemed to have been validly and effectively given on the date of such delivery. Communications so sent by registered and receipted mail shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is received, as evidenced by the postal receipt. Communications so sent by facsimile transmission or other means of recorded telecommunication shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is sent. Any party may from time to time change his or its address for service on written notice to the others.

5.2 TIME OF ESSENCE

Time shall be of the essence of this Agreement and of every part thereof.

5.3 WAIVER

No waiver by any part of a breach of any of the covenants, conditions and provisions herein contained shall be effective or binding upon such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any other future breach.

5.4 FURTHER ASSURANCES

Each of the Parties covenants and agrees that he, his heirs, executors, administrators and assigns will sign such further agreements, assurances, waivers and documents, attend such meetings, enact such by-laws or pass such resolutions and exercise such votes and influence, do and perform or cause to be done and performed such further and other acts and things as may be necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.

5.5 HEADINGS

The headings of the Articles of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

5.6 SUCCESSORS AND ASSIGNS

The covenants hereunder shall run with the land and this Agreement shall be binding upon and endure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

5.7 GENDER

All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

5.8 SEVERABILITY

If any covenant or provision contained herein is determined to be in whole or in part, invalid or unenforceable by reason of any rule of law or public policy, such invalidity or unenforceability shall not affect the validity or enforceability of any other covenant or provision contained herein and, in the case of partial invalidity or unenforceability of a covenant or provision, such partial invalidity or unenforceability shall not affect the validity or enforceability of the remainder of such covenant or provision, and such invalid or unenforceable covenant or provision or portion thereof, as the case may be, shall be severable from the remainder of this Agreement.

5.9 ENTIRE AGREEMENT

This Agreement expresses the final agreement among the parties hereto with respect to all matters herein and no representations, inducements, promises or agreements or otherwise among the parties not embodied herein shall be of any force and effect. This Agreement shall not be altered, amended or qualified except by a memorandum in writing, signed by all the parties hereto, and any alteration, amendment or qualification thereof shall be null and void and shall not be binding upon any such party unless made and recorded as aforesaid.

5.10 EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

5.11 JURISDICTION

This Agreement and all other agreements, security, and documents to be delivered in connection with this agreement shall be governed by and construed in accordance with the applicable laws of the Province of Ontario and of Canada.

5.12 TRUE COPY

All of the parties hereto acknowledge having received a true copy of this document.

5.13 SCHEDULES

The Schedules attached hereto form part of this agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED }

in the presence of }

**THE CORPORATION OF THE
TOWN OF TECUMSEH**

Per: _____

Gary McNamara - MAYOR

Rob Auger - Director

Legislative Services & Clerk Services

DILLON CONSULTING LIMITED

Per: _____

Per: _____

I/WE HAVE AUTHORITY TO BIND THE
CORPORATION

SCHEDULE A"

REQUEST FOR PROPOSAL

SCHEDULE "B"

ADDENDA TO THE REQUEST FOR PROPOSALS (RFP)

SCHEDULE "C"

PROPOSAL SUBMISSION FROM CONSULTANT

SCHEDULE "D"

NTD: Attach Table 2, 3, and Table 4 as completed by Consultant