



CLIENT/CONSULTANT AGREEMENT

Memorandum of Agreement Between
Prince Township (Client)
 And
TULLOCH (Consultant)

Dated: February 29, 2024

Whereas the Client intends to: **Obtain engineering consulting services to complete Building Condition Assessments for the Prince Township facilities and buildings.**

And has required the Consultant to furnish professional services in connection therewith per TULLOCH proposal P245356 dated February 12, 2024;

Compensation	Client agrees to pay Consultant for the performance of Work on the following basis - \$15,450 plus HST, invoicing accruals monthly.
Payment	Lump Sum Fee Compensation: The agreed lump sum fee shall be as set out in the letter of engagement. The Consultant will invoice the Client monthly for Work performed and the Client agrees to pay each invoice within 30 days without holdback. Unless otherwise set out in the letter of engagement, payment shall be due 30 days following date of invoice. Interest at the rate of 18% per annum (or a maximum rate allowed by law, if lower) will be charged on all overdue amounts. The Consultant may suspend the Work, after giving the Client 5 day's written notice, until any overdue amounts have been paid in full.
Sub-Consultants	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 10% 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.
Liability and Insurance	<p>The Client will accept the insurance coverage amount specified in this clause as the aggregate limit of liability of the Consultant and its employees for the Client's damages.</p> <p>Comprehensive General Liability and Automobile Insurance. The Insurance Coverage shall be \$1 million per occurrence and in the aggregate for general liability and \$2 million for automobile insurance.</p> <p>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.</p> <p>Standard of Care. The standard of care applicable to the Work will be the degree of care, skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time and place that the Work is performed.</p> <p>Professional Liability Insurance. Consultant shall maintain throughout the term of this Agreement Professional Liability Insurance with per claim and annual aggregate limits which it deems to be reasonable, insuring Consultant's professional liability resulting from the performance of the Work. Consultant shall provide Client with proof of such insurance upon written request.</p> <p>Limitation of Liability. Consultant's aggregate liability to Client for claims arising out of this Agreement, or in any way relating to the Work, will be limited to the lesser of the total amounts paid by the Client under this Agreement or \$75,000.00. In no event will Consultant be liable for indirect or consequential damages including without limitation loss of use or loss of profits. No claim may be brought against Consultant more than 1 year after the Work was last performed under this Agreement; provided, however, that if (and only if) the shortest limitations period for claims under the Governing Law (as defined below) is greater than 1 year and the Governing Law does not permit the parties to reduce that limitations period by contract, no claim may be brought against Consultant after the limitations period prescribed by the Governing Law expires. These limitations of liability will apply, to the extent permitted by law, whether Consultant's liability arises under breach of contract or warranty: tort, including negligence; strict liability; statutory liability; or any other cause of action, and will extend to and include Consultant's directors, officers, employees, insurers, agents and sub consultants.</p>

- Preparation of the AMP document including all financial evaluation for Annual and Forecasted Financial Requirements, Financial Strategies, etc. Preparation of AMP document to be completed by BDO.

3. LIMITATIONS

TULLOCH will perform all professional services with the standard of care customarily observed by Professional Consulting firms performing similar services at the same time and location. The standard of care will include adherence to all applicable published standards of the profession and laws, regulations, by-laws, building codes and government rules.

In no event, will TULLOCH be liable for indirect or consequential damages including, without limitation loss of use or production, loss of profits or business interruption.

4. CLOSURE

We trust you will find the information presented acceptable. Again, should you find our scope of work and associated fees acceptable, please contact the undersigned and we will forward an agreement for services for your review and endorsement.

We thank you for the opportunity to provide our services. If you have any questions, do not hesitate to contact the undersigned at your convenience.

Sincerely,
TULLOCH Engineering Inc.



Nick Giunti, P.Eng.
Project Manager

- Prince Museum
 - Quonset Hut (road maintenance storage facility)
 - Pavilion Open-Air Structure
 - Miscellaneous Structures (i.e. pole barn, museum log house, etc.)
2. Coordination with Prince Township and BDO to obtain existing and desired Levels of Service, review results of BCAs, and coordinate inclusion of relevant metrics and replacement costs into the 2024 AMP.

Our final deliverable will be Building Condition Assessment Reports for each of the Township's facilities which will be included in the 2024 Prince Township AMP (prepared by BDO).

3. FEES

We propose to perform the services outlined previously on a lump sum basis which will be invoiced monthly, subject to the exclusions made and limitations as outlined. TULLOCH's fees for this assignment are broken down as follows:

1. Completion of Building Condition Assessments	\$14,250 + HST
2. <u>Coordination/Meeting Allowance with BDO/Prince Township</u>	<u>\$1,200 + HST</u>
TOTAL	\$15,450 + HST

Should the scope of work need altering during the course of the project, TULLOCH will endeavor to fairly negotiate with the client a scope amendment including an adjusted budget and schedule.

2. EXCLUSIONS

The following list of exclusions represents services or items that TULLOCH has not included as part of our price. Should you wish to engage TULLOCH to provide or arrange for the provision of any or all of these services or items, we would be pleased to provide a price to you, additional to this quotation.

- Intrusive investigations.
- Structural analysis of existing structures.
- Detailed review of mechanical/electrical equipment. A Mechanical Engineering consultant has not been retained at this time to review the Township's mechanical/electrical services. Review of mechanical/electrical equipment will be completed at a high-level only (based on age and typical service life).
- Review of infrastructure included in the 2022 AMP prepared by PSD CityWide. This includes:
 - Roadways. It is assumed that the information regarding Roadways provided in the 2022 AMP by PSD CityWide is acceptable and will be used in the preparation of the 2024 AMP (by BDO).
 - Bridges and Culverts (the Gagnon Road Bridge Inspection Report completed in January 2024 to be included by BDO in the 2024 Asset Management Plan).



Planners | Surveyors | Biologists | Engineers

By-law 2024-14

February 12, 2024
P24356

Steve Hemsworth, CAO
Prince Township
3042 Second Line West
Prince Township, ON
P6A6K4

Re: Engineering Services – Township Facilities Building Condition Assessment
and AMP Coordination

Steve,

TULLOCH Engineering Inc. (TULLOCH) appreciates the opportunity to provide this proposal for engineering services for building condition assessments for Prince Township's buildings and facilities, as well as coordination items with BDO for completion of the Prince Township Asset Management Plan (AMP) to meet the O.Reg. 588/17 2024 requirements.

1. SCOPE OF WORK



The scope of work for this assignment will generally include the following tasks:

1. Provide limited Building Condition Assessments (BCA) for the Township's buildings and facilities. The purpose of a BCA is to establish and inventory of all major building components, understand their current condition, capacity, and function, and determine an expected renewal time horizon and expected cost. This type of overall plan is used to anticipate future capital needs and minimize the risk of unexpected failures. The Assessments will generally include:
 - General condition assessment of all major visible building elements.
 - Estimated remaining useful life based on age and observed condition.
 - Estimated replacement costs for the building elements.

Based on the information provided by Prince Township, we have included for a BCA for the following facilities:

- Township Office (which also houses the Community Centre and Early-On Child Centre)
- Fire Hall

Third Party Approvals	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.
Termination	This Agreement may be terminated for convenience by either party on 30 days' written notice of if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within 5 days of written notice and diligently complete the correction thereafter. On termination, the Consultant will be paid for all authorized work performed up to the termination date plus reasonable termination expenses.
Entire Agreements	This Agreement contains the entire agreement of the parties and supersedes all previous communications and negotiations between them relating to the Work. If the Client issues a Purchase Order in connection with the Work, the terms and conditions thereof do not apply to this agreement.
Governing Law	This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario ("Governing Law").
Authorization	The Client authorizes TULLOCH (Consultant) to perform the work specified in the above scope of work ("Work") in accordance with the terms and conditions of this Agreement for Services. The signatories shall have the authority to bind their corporations, company or firm, as the case may be, for purposes of this agreement.

Client: Prince Township	Consultant: TULLOCH
By:  Authorized Representative (if required)	By:  Authorized Representative (if required)

