

AGREEMENT made this 31st day of January, 2023

BETWEEN:

Municipality of Lakeshore

(hereinafter referred to as "Lakeshore")

-and-

Jacobs Consultancy Canada Inc.

(hereinafter referred to as the "Consultant")

WHEREAS the proposal of the Consultant respecting the work (as described in EN-2022-05 RFP for Waster Water Master Plan), hereinafter referred to and described, was accepted by Lakeshore on the 31 day of January, 2023 ;

AND WHEREAS the Parties now wish to enter into a formal agreement to give effect to the proposal made by the Consultant;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants hereinafter contained, the Parties hereto agree as follows:

1. The Consultant hereby covenants and agrees to provide and supply at his expense all and every kind of labour, machinery, equipment and materials for, and to undertake and complete in strict accordance with his proposal dated the 14th day of October, 2022, and the Contract Documents (consisting of the Consultant's Proposal, Lakeshore's General Conditions of Contract, Drawings, Specifications, Request for Proposals, Special Provisions of Contract, if any, including all modifications thereof incorporated in the said documents before their execution) all of which are attached hereto and form part of this Agreement to the same extent as if fully embodied herein for the sum of \$276,140.000 including expenses, disbursements, plus HST & applicable taxes.

2. The Consultant further covenants and agrees to undertake and complete the said work in a proper workmanlike manner in accordance with the industry standards for similar services and within the specified time in his proposal. Time shall be deemed the essence of the Contract, subject to excusable delays, including but not limited to an event of force majeure. Termination of the Contract before the completion date or before the substantial completion of the project shall be accepted by either party.

3. The Consultant further covenants and agrees that he will at all times, indemnify and save Lakeshore harmless, its officers and servants, from and against all loss or damage, and from and against all actions, suits, claims and damages whatsoever which may be made or brought against Lakeshore, its officers and servants by reason or negligent execution or non execution thereof by the Consultant, its servants, agents or employees.

4. Lakeshore hereby covenants and agrees that if the said work is duly and properly executed and materials are provided as aforesaid, and if the Consultant carries out, performs and observes all of the requirements and conditions of this Agreement, Lakeshore will pay to the Consultant the price set forth in his Proposal, such payment or payments to be made in accordance with the provisions of the General Conditions of the Contract referred to above.

5. For the purposes of this agreement, notice shall be given to the parties at the following addresses:

Municipality of Lakeshore
419 Notre Dame Street
Belle River, Ontario
N0R 1A0

Jacobs Consultancy Canada Inc.
245 Consumers Road, Suite 400
Toronto, Ontario
M2J 1R3

6. Neither party shall assign this Agreement without the consent in writing of the other.

7. This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and permitted assigns.

8. Despite any confidential markings, the Contractor acknowledges that the Owner is subject to the Municipal Freedom of Information and Protection of Privacy Act (Ontario), and as such, the Proposal, Agreement, Schedules and any related documentation will be disclosed, if requested pursuant to that Act, in accordance with that Act. The Owner will make best efforts to provide the contractor with notice in advance of such disclosure.

9. The Municipality of Lakeshore shall be the exclusive owner of the deliverables provided under the Agreement (the "Deliverables") and intellectual property rights in the deliverables, including but not limited to, copyright, designs, concepts, techniques, materials, drawings, trademarks, trade secrets and any other

proprietary rights, howsoever created or developed by the Consultant, whether by it alone or jointly with the contribution or assistance of others. Upon transfer of ownership of the deliverables, the Consultant shall retain a perpetual non-exclusive, irrevocable, fully paid up license, to continue to use any such documents, concept or processes created or developed by it in completion of the Work specified in the RFP. The Consultant retains the ownership of any of its pre-existing intellectual property used in the creation of the Deliveries. Pre-existing intellectual property means intellectual property developed outside the scope of agreements with the Municipality of Lakeshore.

10. The schedules and recitals shall form part of this agreement and be binding upon the parties. Together, with its schedules, this agreement shall form the entire agreement between the parties and supersedes and replaces all prior agreements, written or oral. No modifications or representations to the agreement shall be valid unless made in writing and signed by duly authorized representatives of both Lakeshore and the Contractor and incorporated as an addendum to this agreement. In the case of any discrepancies, Lakeshore's agreement shall take precedence.

11. This Agreement may be executed in one or more counterparts, by electronic or digital signature, delivered by facsimile or electronic mail transmission, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

12. This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada and the parties attorn to the jurisdiction of the courts of the Province of Ontario.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their Corporate Seals, if any, duly attested by the signature of their proper officers in that behalf, respectively.

Jacobs Consultancy Canada Inc.

Municipality of Lakeshore

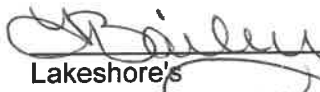
Elizabeth Kroonen

Contractor's Signing Officer (print name)


Contractor's Signing Officer (signature)

Date: January 31, 2023

202021 Rev. 2.0


Lakeshore's
Signing Officer (print name)


Lakeshore's Signing Officer (signature)

Date: Feb 2/22

Lakeshore's officer (print name)

Lakeshore's officer (signature)

Date: _____

Schedule "A"

Purchase Order and Statement of Work

Effective Date:	December 8, 2022
Commencement Date:	As soon as possible, to be determined by the proponent and the Municipality
Termination Date:	To be determined by the proponent and the municipality
Representative:	Stu Mitchell
Representative of the Municipality:	Krystal Kalbol

Description of Services:

See attached Statement of Work and Proposal.

Description of Goods:

See attached Statement of Work and Proposal.

Fees and Pricing Summary:

Fee Schedule / Pricing Summary Sheet

Description	\$\$\$
Total Price in CAD	\$276,140.0000
HST	\$36,898.0000
Total Price (including HST)	\$312,038.0000

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor learning arrangement you shall state below in the Client Column that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

The fees and amounts set out in the attached Bid number (05ca16a4-3b60-4445-ad91-9b3dd3b37fb9) are in Canadian funds unless otherwise specified herein. |

