



Corporation of the Municipality of Temagami

Memorandum to Council

Memo No.
2018-M-039

Staff

Committee

Subject: Update on Funding application regarding Access to Industrial Lots

Agenda Date: July 26, 2018

Attachments:

- Plan 36R10857
- Quote from EXP. Services Inc. Regarding Boundary Stakeout Fee proposal

RECOMMENDATION

This memorandum is:

To be received for information

INFORMATION

This Memo is being provided to Council as an item received for information. Council directed staff to submit an application for funding, to get a road put in for access to the two back lots at the Industrial Park. At this time, Access to these back lots at the Industrial Park are for recreational (ATV) vehicles only and isn't wide enough to be accessed by vehicles.

Staff was directed to get a quote (**attached**) from EXP. Services Inc .for a boundary stakeout on Part 12 (Municipality of Temagami road) on Plan 36R10857 (**attached**).

As an update to Council an application to FedNor was submitted June 21, 2018 we've received confirmation of receipt of the application; however no further updates at this time.

Prepared by:

Reviewed by:

Tammy Lepage, Planning Clerk

Name, Position

Craig Davidson Treasurer/Administrator

Name, Position



June 29, 2018

Email: planning@temagami.ca

Ms. Tammy Lepage, Planning Clerk
Municipality of Temagami
P.O. Box 220
7 Lakeshore Drive
Temagami, ON P0H 2H0

**Re: Boundary Stakeout - Fee Proposal – Rev.00
Part 12, Plan 36R-10857
Township of Strathy, Temagami, ON**

Dear Ms. Lepage:

Exp Services Inc. (**exp**) would like to thank you for giving us the opportunity to submit this proposal for the above referenced project.

As a service to our clients, EXP has entered into an agreement with Goodridge Goulet Planning & Surveying Ltd. (GGPS) to provide Ontario Land Surveyor professional oversight and supervision of all components of this project under their Certificate of Authorization issued by the Association of Ontario Land Surveyors. This project will be a joint effort between EXP and GGPS with local EXP staff conducting all day-to-day field surveys and calculations. To simplify your accounting, EXP will issue invoices associated with this project. Paul Goodridge, OLS, will be the supervising Surveyor and can be reached at (705) 493-1770 or paul.goodridge@ggpsltd.com.

BACKGROUND

We understand that you require a boundary stakeout for Part 12 on Plan 36R-10857, in the Township of Strathy, Township of Temagami, District of Nipissing.

PROJECT SCOPE

Based on the project's background, **EXP's** scope for this project will include the following:

1. Completing a records search at the Land Registry Office.
2. Mobilizing a survey crew complete with Base RTK GPS and Total Station to site to complete the following:
 - a. Boundary retracement.
 - b. Set wood stakes along the requested boundary.
 - c. Preparation of field notes.



3. Review and signoff by an Ontario Land Surveyor.

DELIVERABLES

The boundary described above will be staked out with wood stakes. All monuments found will be marked out with wood stakes, flagging and survey paint.

ASSUMPTIONS

It is assumed that the boundary can be re-established using the monuments found on Plan 36R-10857. If required monumentation is destroyed, additional fees may be required to complete additional fieldwork and calculations.

EXCLUSIONS

The following work is excluded from this fee proposal:

1. Preparation of a Legal Plan of Survey (ie. Reference Plan).
2. Topographic Survey.
3. Any work not identified in the Project Scope.

SCHEDULE

It is anticipated that fieldwork will begin within two to three weeks of signed Work Authorization.

PROFESSIONAL FEES

Our lump sum fee to complete the above scope of work will be **\$7,500.00+ HST**. Should additional services be required beyond those noted in the scope of work, additional fees will be charged on a time and expense basis according to the following rate schedule:

Manager	\$180/hr
Ontario Land Surveyor	\$140/hr
Two-Person Survey Crew	\$150/hr
Party Chief	\$100/hr
Computations/Drafting	\$80/hr
Title Searching	\$70/hr
Mileage	\$0.50/km
Monuments	\$20/monument
LRO Deposit Fees	\$70/plan
AOLS Submission Sticker	\$16/plan
Base+RTK GPS	\$150/day



FORM OF CONTRACT

Should you find this proposal satisfactory, kindly sign and return the attached Work Authorization as our instructions to proceed.

If you have any questions, please don't hesitate to call.

Yours truly,

EXP SERVICES INC.

Prepared by:

A handwritten signature in black ink that reads "Sharon Griese".

Sharon Griese
Drafter

Reviewed by:

A handwritten signature in blue ink that reads "Farzad Salehi".

Farzad Salehi, OLS, OLIP
EXP Geomatics Lead

Attach.

- Work Authorization
- Terms and Conditions



WORK AUTHORIZATION

Client Name: ("CLIENT")	Municipality of Temagami		
Address:	P.O. Box 220, 7 Lakeshore Drive, Temagami, ON, P0H 2H0		
Contact:	Tammy Lepage		
Contact Email:	planning@temagami.ca	Client ID Number:	
Contact Phone:	1-705-569-3421 Ext. 210	Contact Fax:	1-705-569-2834
exp Services Inc. ("CONSULTANT") is authorized to provide services at:			
Project Name:	NWL-Tammy Lepage – Boundary Stakeout-Rev00		
Project Location:	Temagami, ON		
The services to be performed are limited to: Survey Services as per Letter of June 29, 2018.			
Project Manager:	Farzad Salehi, OLS, OLIP		
Charges for the services:	as per Letter of June 29, 2018 – Lump Sum Fee of \$7,500 + HST		
Please return one signed copy of this work authorization as confirmation of your requirement and as your authorization for exp to proceed.			
TERMS AND CONDITIONS			
Services to be provided in accordance with the Terms and Conditions and Estimate attached. CLIENT'S signature below indicates acceptance of the attached Terms and Conditions and Estimate.			
EXP Services Inc.		Municipality of Temagami	
Signature: _____ Farzad Salehi – OLS, OLIP		Signature: _____	
Project No.:		Project No.:	
Date:		Date:	

The CLIENT acknowledges and agrees that **exp** may, at its sole discretion, hold back issuance of final reports or other deliverables until payment of all past due amounts has been received.



TERMS AND CONDITIONS

1. **AUTHORIZATION TO PROCEED.** The signing of the Work Authorization form attached to these Terms and Conditions, which together with CONSULTANT's proposal shall collectively be referred to as the Agreement, will serve as written authorization for CONSULTANT to proceed with the services called for in this Agreement.
2. **EXTENT OF AGREEMENT.** This Agreement, including attachments incorporated herein by reference, represents the entire agreement between CONSULTANT and CLIENT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both CLIENT and CONSULTANT.
3. **CHANGES.** Work beyond the scope of Services or redoing any part of the Services through no fault of CONSULTANT, shall constitute extra work and shall be paid for on a time and material basis in addition to any other payment provided for in this Agreement. In the event, CONSULTANT's work is interrupted due to delays other than delays caused by CONSULTANT, CONSULTANT shall be compensated based on CONSULTANT's current Fee Schedule for the additional labour or other charges associated with maintaining its work force for CLIENT's benefit during the delay, or at the option of the CLIENT, for charges incurred by CONSULTANT for demobilization and subsequent remobilization. If, during the course of performance of this agreement, conditions or circumstances are discovered which were not contemplated by CONSULTANT at the commencement of this Agreement, CONSULTANT shall notify CLIENT in writing of the newly discovered conditions or circumstances and the impact on the Agreement. CLIENT and CONSULTANT agree to negotiate in good faith any changes to the price, terms and conditions, or schedule of this Agreement. Written notice of changes will be provided by CONSULTANT to the CLIENT by Change Order for the CLIENT's approval.
4. **PAYMENT.** CONSULTANT shall invoice CLIENT periodically for the services performed under this Agreement, including laboratory services, if required. Compensation for such services shall be in accordance with CONSULTANT's current Fee Schedule or the terms of the proposal, which do not include applicable taxes. CLIENT shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment charge of 1.5% per month (18% per year) from the date of billing until paid. The invoice amounts shall be presumed to be correct unless CLIENT notifies CONSULTANT in writing within fourteen (14) days of receipt. Progress billings, when paid, represent acceptance by CLIENT of the invoiced services performed by CONSULTANT. The CLIENT agrees to pay legal fees and costs necessary to collect on past due accounts. If CLIENT fails to pay an invoice when due, CONSULTANT may suspend all services until such invoice is paid in full.
5. **PERMITS, UTILITIES AND ACCESS.** Unless otherwise provided, the CLIENT shall apply for and obtain all required permits and licenses. The CLIENT warrants that it has made all necessary arrangements for right to entry to provide CONSULTANT access to the site for all equipment and personnel at no charge to CONSULTANT. The CLIENT shall also provide CONSULTANT with the location of all underground utilities and structures in the vicinity of the work area, unless otherwise agreed in writing. While CONSULTANT will take all reasonable precautions to minimize any damage to the property, the CLIENT agrees to hold CONSULTANT harmless for any damages to any underground subsurface structures or any damage required for right of entry.
6. **COST ESTIMATES.** If CONSULTANT provides an estimate of probable costs or a budget for the Work that is developed by CONSULTANT during the performance of the Scope of Services, the CLIENT hereby acknowledges that neither CONSULTANT nor CLIENT has control over other professional fees, land development, or other costs related to the entire Project. Therefore CONSULTANT does not warrant or represent the Project costs will not vary from the Project Budget. Neither CONSULTANT nor the CLIENT has control over the cost of labour, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. CONSULTANT therefore does not warrant or represent that bids or negotiated prices will not vary from the estimate of probable construction cost.
7. **DISPUTES.** Any dispute arising under this Agreement shall first be resolved by taking the following steps. A successive step shall be taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each Party, 2) by executive management of each Party, 3) by mediation, 4) by arbitration if both Parties agree or 5) through the court system in the Province of Ontario.
8. **STANDARD OF CARE.** CONSULTANT shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. This Agreement neither makes nor intends a warranty or guarantee, express or implied.
9. **INDEMNITY.** Notwithstanding any other provision of this Agreement, the CLIENT agrees to indemnify, defend and hold harmless CONSULTANT, its officers, directors, employees and subconsultants (collectively "CONSULTANT") against all damages, liabilities or costs including reasonable legal fees and defense costs arising out of or in any way connected with this Project or the performance of the services under this Agreement, excepting those damages, liabilities or costs attributable to the negligent acts or omissions by CONSULTANT.



TERMS AND CONDITIONS

10. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages from any cause in any way related to the project or the Agreement, shall not exceed the fees paid to the CONSULTANT. CONSULTANT shall not be liable for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. CLIENT and CONSULTANT agree that any legal actions arising directly or indirectly from this Agreement and/or CONSULTANT's performance of the Services shall be filed no later than two years from the date the Services have been performed.
11. **RESPONSIBILITY.** CONSULTANT is not responsible for the completion or quality of work that is dependent upon information provided by or services performed by the CLIENT or third parties not under the direct control of CONSULTANT. CONSULTANT is not responsible for the acts or omissions or for any damages resulting from the actions of such parties. CONSULTANT does not assert control or assume responsibility for a Contractor not retained directly by CONSULTANT or over a CLIENT's employees, work site, work methods or property.
12. **OWNERSHIP AND CONFIDENTIALITY.** Unless otherwise agreed to by the parties in writing, all documents (including reports, drawings and specifications, and electronic or digital copies) required to be prepared by or on behalf of CONSULTANT in connection with the Services will become the property of the CLIENT upon full and final payment of the Compensation. The copyright and all intellectual property in the documents and designs shall be retained by CONSULTANT. CONSULTANT hereby grants to CLIENT a non-exclusive right and royalty-free license to use, disclose and reproduce the documents solely for the purpose of the project. CLIENT will not distribute or convey CONSULTANT's reports or recommendations to any person or organization other than those identified in the project description without CONSULTANT's written authorization. CLIENT releases CONSULTANT from liability and agrees to defend, indemnify, protect and hold harmless CONSULTANT from any and all claims, liability, damages or expenses arising, in whole or in part, from unauthorized use. Information provided by either party with respect to the project's design, supplies, management, costs, description or other pertinent information are confidential. The parties agree not to disclose such information to third parties unless necessary to the project's execution or already a matter of public knowledge.
13. **FIELD REPRESENTATION.** The presence of CONSULTANT's or its subcontractors' field personnel, may be required for the purpose of providing project administration, assessment, observation and/or field testing. Should a contractor(s) not retained by CONSULTANT be involved in the project, CLIENT will advise such contractor(s) that CONSULTANT's services do not include supervision or direction of the means, methods or actual work of the contractor(s), its employees or agents. CLIENT will also inform contractor that the presence of CONSULTANT's field representative for project administration, assessment, observation or testing, will not relieve the Contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If a contractor is involved on the project, CLIENT agrees CONSULTANT shall not be responsible for working conditions on the job site including the safety and security of persons or property.
14. **ENVIRONMENTAL CONDITIONS.** CLIENT shall have responsibility and liability for the environmental conditions on the site. Without limiting the generality of the foregoing, CONSULTANT shall have no liability to the CLIENT or any third party for Mould Related Claims, contaminants, or any other hazardous, dangerous or toxic substance. For the purposes of this section, Mould Related Claims means any claim arising out of or resulting from the actual, alleged or threatened existence, effects, ingestion, inhalation, abatement, testing, monitoring, remediation, enclosure, decontamination, repair, removal or the actual or alleged failure to detect Mould, Mildew or other Fungus in any form. Mould, Mildew, or other Fungus means any plant-like group that does not produce chlorophyll and derives food either by decomposing organic matter from dead plants and animals or by parasitic attachment to living organisms or any substance specifically or commonly referred to as mould, mildew, or fungus, and includes any and all mycotoxins, spores, scents, or other byproducts that are produced by the above-described groups or substances. CLIENT shall be responsible for and promptly pay for the removal and lawful disposal of Mould, Mildew, or other Fungus, contaminants, hazardous materials, asbestos, samples and cuttings unless otherwise agreed in writing. The discovery of such conditions on the site shall result in the issuance of a Change Order to the extent that the services of CONSULTANT are impacted.
15. **TERMINATION.** This Agreement may be terminated by either party upon ten (10) days written notice to the other. In the event of termination, CLIENT shall pay for all charges for work performed and demobilization by CONSULTANT. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.
16. **SOLICITATION.** Neither Party will, directly or indirectly, for a period of two years from the expiration date of this Agreement, solicit for employment or any other engagement the services of any person who is now employed by the other Party or any affiliate, except in the course of general recruitment efforts.
17. **ASSIGNMENT.** Neither CLIENT nor CONSULTANT shall assign its interest in this Agreement without the written consent of the other.
18. **GOVERNING LAW.** This Agreement is governed by the laws of the Province of Ontario.