

November 21, 2022
Our File No. 32007-000:

VIA: E-MAIL

Jenn Burnett
Senior Planner
Township of Georgian Bluffs
177964 Grey Road 18
Owen Sound, ON N4K 5N5
E-mail: jburnett@georgianbluffs.ca

Dear Ms. Burnett:

Re: Township of Georgian Bluffs – Proposal for a Commercial Community Improvement Plan

J.L. Richards & Associates Limited (JLR) would like to thank you for giving us the opportunity to submit this proposal for the above referenced project.

BACKGROUND

We understand that the Township of Georgian Bluffs (Georgian Bluffs) has identified the need for a Community Improvement Plan (CIP). The CIP will provide a long-term framework to encourage community revitalization in Georgian Bluffs. The programs to be included in the CIP will provide Georgian Bluffs with a competitive advantage by developing incentives that make investing or expanding commercial businesses in Georgian Bluffs a more viable option.

JLR will design a range of locally developed financial incentive programs and grants that are specifically focused on key areas identified by the Township and the County of Grey, such as increasing the supply of affordable housing, supporting value-added agricultural businesses, promoting development, redevelopment and/or conversion of brownfields, supporting revitalization in settlement areas, and supporting the adaptive re-use of commercial, industrial and institutional buildings. A municipal driven component related to the improvement of municipal infrastructure will also be included.

JLR is very familiar with the CIP legislative framework, process, and available incentive tools. A CIP establishes a framework for achieving community improvements such as rehabilitating and revitalizing public and private lands. The CIP establishes policies and incentives that will enable the Township to realize community improvements via grants or loans.

A CIP is typically used to encourage and facilitate improvements to commercial districts and main streets, focusing primarily on the improvements to existing buildings in commercial areas. A CIP can also be used to support rural and agricultural-related businesses and to facilitate municipally-driven land acquisition for community improvement purposes.

Many municipalities are using CIPs as a tool to promote investment that results in the productive use of commercial lands and/or buildings for the purposes of establishing or maintaining a business enterprise, or the expansion of existing businesses to realize more effective use of the land's potential.

Without implementing a CIP, the municipality would have no means to provide financial assistance to businesses as per Section 106 of the Municipal Act, which prohibits a municipality from providing direct or indirect financial assistance to the private sector, unless done through a CIP.

The *Planning Act* provides the legislative framework for the designation of a Community Improvement Project Area and the preparation of a CIP. Section 28 of the Act states that, where an Official Plan is in effect that contains provisions relating to community improvement, Council may, by By-law, designate the whole, or any part of the municipality, a Community Improvement Project Area for the purpose of achieving positive change to the existing physical landscape, either through municipally-driven or incentive-based programs.

Section 6.13 of the Georgian Bluffs Official Plan provides for the passing of by-laws for standards of municipal maintenance and occupancy in order to conserve, maintain and enhance existing and future development in the Township, and states that the Township will also consider the development of Community Improvement Plans where appropriate. Section 9.16 of the County of Grey Official Plan permits local municipalities to designate Community Improvement Areas through a by-law designating the whole or any part of the local municipality as a Community Improvement Area, for the purpose of fostering and coordinating physical improvements and maintaining older neglected areas of a community for environmental, social or community economic reasons. The policy outlines a variety of Community Improvement Area objectives, which include:

- Encouraging the efficient provision and maintenance of physical infrastructure, public services and utilities to serve present and future needs;
- Addressing issues which may be particular to one neighbourhood or the region;
- Ensuring maintenance and renewal of older housing stock;
- Promoting the creation of affordable/attainable housing units;
- Fostering redevelopment, re-use and/or maintenance of existing brownfield sites, vacant sites, greyfield sites and/or current commercial and industrial uses;
- Enhancing the visual appearance of downtowns and settlement areas;
- Promoting on-farm business growth, value-added agriculture, agri-tourism facility improvements or farm innovation.
- Encouraging the preservation and adaptive re-use of built-heritage;
- Promoting energy efficiency and sound environmental design;
- Fostering economic growth;
- Promoting intensification in targeted areas;
- Encouraging local participation in funding programs

JLR will work with Georgian Bluffs to create a locally appropriate set of financial incentives to meet the Township's objectives. In addition to financial incentives, the CIP will include municipally-driven community improvements which may include upgrades to municipal infrastructure, municipal property acquisitions, land assembly and sale, construction and rehabilitation of municipal facilities, public spaces, parks and recreation facilities, and landscaping and streetscaping improvements.

COMPANY PROFILE

Founded in Ottawa in 1955, JLR is a Platinum Canadian Best Managed company that provides high-quality engineering, architecture, planning, and project management services to clients in both the private and public sectors.

With offices across Ontario, including Guelph, all staffed with a diverse team of engineering and design professionals, JLR stands out in the industry due to our uniquely collaborative approach. On every project, we work as a team to ensure that our clients receive quality, service, and value.

As a 100% employee-owned and completely Canadian business, JLR understands what clients want and how to deliver designs and built projects that meet their needs.

JLR is very familiar with Georgian Bluffs are currently working with the Township on the review and update of its Official Plan. JLR also provides planning services in other parts of Grey County including the support of planning staff in Grey Highlands. JLR is also very familiar with the CIP process, having developed them for various communities including Clarence-Rockland, Russell, Hearst, Dryden, Laurentian Valley, Smooth Rock Falls, Kirkland Lake and Espanola.

PROJECT SCOPE

Based on this project's background, JLR's scope for this project will follow the process identified by the Ministry of Municipal Affairs and Housing (MMAH)'s Community Improvement Planning Handbook. Other steps may be added to meet the timing, objectives and expectations of Georgian Bluffs staff. JLR would be pleased to discuss enhancements or additional services to our recommended scope of work with Georgian Bluffs Staff and Council.

To ensure that property and business owners, as well as the public, are actively engaged in the process and buy into the CIP, our project approach includes several consultation techniques as described in the following sections. Working closely with Township staff, JLR will consult with property and business owners and invested residents of Georgian Bluffs in order to recommend a realistic and applicable incentive and infrastructure improvement program catered specifically to the Township of Georgian Bluffs.

A breakdown of tasks and their associated timeframes is provided below under the heading "Schedule" but includes three phases: (1) Start-up/Background Report (2) Draft CIP Preparation and Open House; and, (3) Final CIP Preparation and Public Meeting.

1. Stage 1 – Start-Up / Background Report

JLR and Municipal staff will hold a project start-up meeting with Members of Council, within Municipal Act Guidelines. The purpose of the start-up meeting would be to:

- Start-up Meeting with staff and Steering Committee
- Discuss the general objectives of the project
- Review the Work Plan and Schedule

- Discuss the Business and Community Engagement Program
- Review deliverables
- Confirm the roles and responsibilities of the Project Team's members
- Discuss the Community Improvement Project Area

JLR will work with Township staff and the Steering Committee to gather data and information on the characteristics of the Township.

Local knowledge is an important and valuable input that will inform the incentives recommended as part of the CIP. An online stakeholder survey will be developed to gain insights on the vision, goals, objectives and ideas of the public and commercial property owners. The survey will also inform participants of upcoming engagement activities.

Following the start-up meeting, JLR will conduct a background analysis of planning, land use and other policies and strategies applicable to the study areas and desired programs for the CIP in terms of a SWOT analysis (Strengths-Weaknesses-Opportunities-Threats). A review of similar plans and programs from other similar / relevant municipalities will be undertaken. This background research will be compiled in an initial draft background report and provided to Georgian Bluffs for review. The Report will help determine the most suitable and appropriate grant programs and other incentives for the CIP as well as the recommended municipally-driven works to be undertaken. When completed, JLR will present the Background Report to Council provide a copy to the Township. JLR will also review any available provincial and federal funding programs to ensure that the Township receives as much complementary funding as possible.

2. Stage 2 – Draft Plan and Incentives / Open House

The findings of the Background Report will be incorporated into the Draft CIP. The Draft CIP will establish programs to provide financial incentives, allocation of resources, implementation policies, eligibility criteria, monitoring and evaluation, marketing policies, application process, administrative practices, etc., as well as an application form.

The Draft CIP will establish the framework for municipal actions, programs, and implementation policies and will be supported by implementation tools including:

- *Marketing Policies:* To strengthen the implementation of the CIP, it is recommended that marketing policies be developed to promote the up-taking of municipal programs. JLR will assist the Township in producing a brochure to outline the CIP programs and incentives as part of the final Plan. The Township could also consider real estate marketing forums, or involvement of a community liaison to raise public awareness.

- *Monitoring Program:* To ensure the effectiveness of the CIP, several measurable criteria will be recommended for monitoring. This information may assist in decision-making regarding future modifications to the CIP.
- *Action Plan:* To outline the anticipated amount of future staff time and municipal resources required to implement the CIP. The review of development applications made under the CIP will require staff time and municipal resources.

Once the Draft CIP is revised and is acceptable to the Township, it is expected that the Township would place the materials on its website and make them accessible for review in the Township office.

JLR would present and report the draft Community Improvement Plan and related Community Improvement Project Area (CIPA) through a Municipal Workshop (Open House) attended by Council, staff, and the public. Printouts of the plans will be available, with markers and other means to annotate the plans and incentives as well as comment forms. It is proposed that JLR will attend in-person, however JLR has also held similar engagement sessions virtually. If this option is preferred, the proposal could be amended to offer additional cost savings.

The Draft CIP would be circulated to MMAH for comments. Following the public consultation and receipt of online submissions or additional public and stakeholder comments, JLR will meet with the Town to confirm any final changes required and prepare the final CIP to bring forward at a Public Meeting.

3. Stage 3 – Final Community Improvement Plan

As part of the preparation of the final plan JLR will finalize the implementation tools including a brochure to outline the CIP programs and incentives which can be mass-produced and provided to existing local businesses and potential businesses.

JLR will prepare the By-law to designate a Community Improvement Project Area and the Community Improvement Plan Adoption By-law for the Township.

Statutory Public Meeting

JLR will prepare notices for the Public Meeting. It is expected that the Township will distribute the notices using its normal practices.

The final version of the CIP would be presented by JLR during the Statutory Public Meeting. Council may choose to adopt the CIP on the same night or may choose to defer adoption to a subsequent meeting.

DELIVERABLES

For this project, JLR will provide the Township of Georgian Bluffs with:

- Electronic copy of the Background Report
- Open House/Municipal Workshop Notice and presentation materials (electronic)
- Electronic copy of the Draft CIP
- Statutory Public Meeting Notice
- CIP adoption and Community Improvement Project Area Designation By-laws (electronic)
- One (1) hard copy and one (1) electronic copy of the Final CIP, CIP application forms and CIP brochure

LOW CARBON DESIGN

A CIP can be used to provide grants for the upgrading and retrofitting of buildings to make them more energy efficient, thereby reducing greenhouse gas emissions from the building sector, which represents 13% of Canada's greenhouse gas emissions.

ASSUMPTIONS

The following assumptions have been made:

- The Township will provide current GIS data to prepare the project area schedules;
- We have allowed time for one revision to each of the Background Report and draft CIP. The proposal does not include time for additional revisions.
- Meeting attendance – mix of digital in person.
- Length of open houses and public meetings are typically 2 hours.

EXCLUSIONS

The scope of work for this project does not include the following:

- All site work and administrative services related to the changes in the Construction Lien Amendment Act that came into effect on October 1, 2019 concerning prompt payment and adjudication.
- All site work and administrative services related to the management of contractor delay claims, notices of delay, or any matter pertaining to COVID-19.
- Delays in the production and submission of design work or administrative services arising out of, or resulting from, COVID-19 and the illness or unavailability of JLR personnel, but where in such circumstances Client and JLR shall cooperate in good faith to (1) substitute effected personnel for qualified and available alternative personnel, and/or (2) identify an amended timeline or other commercially reasonable solution to the delay.
- Anything not specifically included in this fee proposal.

SCHEDULE

While a formal schedule will be developed in consultation with Municipal staff, JLR provides the following tentative schedule using a theoretical start date of July 18, 2022 and a completion date of February 1, 2023.

Item/Task	Start Date	End Date	Duration
Project Award Date (assumed)	January 2, 2023	n/a	n/a
Stage 1: Background Analysis			3.5 weeks
Start-up Meeting	January 23, 2023	January 23, 2023	1 day
Study Area Review	January 23, 2023	January 23, 2023	1 day
Stakeholder Surveys	January 24, 2023	February 7, 2023	14 days
Background Study	February 8, 2022	February 13, 2022	5 days
Stage 2 – Draft Plan and Incentives / Open House Workshop			4 weeks
Draft Community Improvement Plan	February 27, 2023	March 6, 2022	7 days
Circulate to MMAH	March 7, 2023	March 28, 2023	21 days
Open House	March 31, 2022	March 31, 2022	1 day
Stage 3 – Final Community Improvement Plan			2 weeks
Final Plan and Implementation Tools	April 3, 2023	April 7, 2023	4 days
Statutory Public Meeting	April 10, 2023	April 10, 2023	1 day

TEAM

We have put together a team that is ready and eager to deliver this important project for the Township of Georgian Bluffs. Our team brings experience in land use planning and design and community engagement.

Please refer to Appendix 'C' for the Curriculum Vitae of key Project Team Personnel.

David Welwood, MES (Planning), RPP, MCIP, a Planner with JLR's Sudbury Office, will be the Project Manager. David will lead the project, participate in all project meetings and public consultation and review all documents and provide expertise relating to the Community Improvement Planning process and incentives. David has a Masters in Environmental Studies (MES) from York University and over twelve (12) years of land use, development, municipal and provincial planning experience in Ontario. In David's role as a provincial planner, David gained experience in the review and commenting on CIPs. David is also very familiar with the Township of Georgian Bluffs having family roots in the area and is a frequent visitor to the Grey and Bruce Counties.

Marilyn Cameron, MSc, is a Planner in JLR's Guelph office. Marilyn will serve as the planner for this assignment. Marilyn is completing an MA in Urban Planning at University of Waterloo. She has previous experience in public engagement and management consulting, and an MSc in Health and Community Development from the London School of Economics.. In previous planning roles, Marilyn conducted policy reviews for the City of Brampton and Town of Niagara on the Lake, as well as demographic analyses, including a housing needs assessment for the City of Welland's Brownfield Community Improvement Plan update. Since joining J L Richards, Marilyn

has worked on policy, land development, and Planning Act application reviews for numerous municipalities. She is currently working on Official Plan and Zoning By-Law reviews for the Town of Gananoque and Township of Bonfield, and Urban Forest Management Plan for the City of Greater Sudbury, and municipal advisory services for the Townships of Georgian Bay and McKellar.

Jason Ferrigan, RPP, MCIP, MSc.PI is an Associate and Senior Planner with JLR. Jason would serve as Project Lead and Peer Reviewer and be responsible for the strategic direction and quality assurance/control for the project. Jason is familiar with Georgian Bluffs, through his work on the Georgian Bluffs Official Plan. As a planner that has practiced across Ontario for 20+years, Jason understands how the planning system can support community economic development. He is also very familiar with CIPs. Jason was the author of the Town of Hearst's Industrial CIP, the City of Greater Sudbury's Downtown CIP and Brownfield Strategy and CIP. As the former Director of Planning for the City of Greater Sudbury, Jason also led the team that created the City's Town Centre Community Improvement Plan and Affordable Housing Community Improvement Plan.

PROFESSIONAL FEES

We propose to undertake the consulting services on a time basis to an upset limit fee of \$24,624 (excluding HST).

A 7% administration fee is included in the above amount for miscellaneous expenses, printing, and courier cost.

Payment terms are to be 28 days in accordance with the Construction Act, R.S.O. 1990, c. C. 30.

Additional Services

Additional services that are beyond what is listed in the agreement can be provided or negotiated with the Township of Georgian Bluffs.

FORM OF CONTRACT

JLR is proposing to use the JLR Standard Terms and Conditions as per the attached.

If this proposal is acceptable, please sign the JLR Terms and Conditions Authorization Clause and return a copy as our authorization to proceed with the scope of work.

JLR is committed to providing the Township of Georgian Bluffs with the services identified in this proposal, and we look forward to working with you on this project, pending your approval. If you require any additional information or have any questions, please do not hesitate to contact our office.

Yours very truly,

J.L. RICHARDS & ASSOCIATES LIMITED

Prepared by:



David Welwood,
MES (Planning), MCIP, RPP
Planner

Reviewed by:



Jason Ferrigan, RPP, MCIP, MSc.PI
Associate; Senior Planner

Encl.

- JLR Standard Terms and Conditions

I accept the above, and the attached JLR Standard Terms and Conditions, and hereby authorize J.L. RICHARDS & ASSOCIATES LIMITED to proceed with the work.

Accepted by

Company

Date

This Proposal contains information that is confidential and proprietary to J.L. Richards & Associates Limited (JLR). Reproduction or use in whole or part for purposes other than its evaluation is not permitted without the express written consent of JLR. In that release of this information could significantly prejudice the competitive position of JLR and/or its sub-consultants, it is specifically claimed that this Proposal is confidential for the purposes of any applicable Freedom of Information legislation.

Time/Task Matrix

Hourly Rate
per diem rates

Professional Fees (exclusive of HST)	\$24,624
Expenses (exclusive of HST)	
Disbursements @ 5%	\$1,231
AL PROJECT COST (exclusive of HST)	\$25,855
TOTAL HST	\$3,361
TOTAL PROJECT COST	\$29,216

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**J.L. RICHARDS & ASSOCIATES LIMITED (JLR)
STANDARD TERMS AND CONDITIONS**

1. **ENTIRE AGREEMENT:** Upon authorization by Township of Georgian Bluffs (herein referred to as the "CLIENT") and commencement of performance hereunder, these terms constitute the entire Agreement between the parties concerning its subject matter and supersede any prior discussions and agreement (written or oral). The CLIENT acknowledges and agrees that its use of any purchase order or other form to procure services is solely for administrative purposes and JLR shall not be bound to any terms and conditions contained within such a form regardless of reference or signature. In the event of a conflict between the written proposal letter and the terms of this Agreement the proposal letter shall take precedence.
2. **SCOPE OF SERVICES:** The CLIENT and J.L. Richards & Associates Limited ("JLR") have agreed to a scope of services outlined in the fee proposal letter dated November 21, 2022 to which is attached these Terms and Conditions. Services not identified in the scope of services in the fee proposal letter are specifically excluded from this Agreement.
3. **CHANGES:** Upon receipt of a written change in the scope of work request from the CLIENT or in situations where it becomes necessary to affect a change in the scope of the work, JLR shall notify the CLIENT in writing, regarding the impact of the request on the fees and/or schedule. Any changes or additional conditions between JLR and the CLIENT shall promptly, and in good faith, be negotiated, stated in writing, and mutually agreed to by both parties.
4. **SITE INFORMATION AND ACCESS:** The CLIENT, at its own expense, shall make available to JLR all relevant project information and documentation under the CLIENT's control regarding past, present and proposed conditions of the site. JLR will provide a list of any required documentation to the CLIENT for its action. During the term of this Agreement, the CLIENT shall immediately notify JLR of any new information that becomes available and/or any change in plans. JLR assumes no responsibility or liability for the accuracy and/or completeness of such information, or the impact any inaccurate project information may have on JLR's services. The CLIENT shall make all necessary arrangements for right of entry in order to provide JLR personnel access to the site at no cost to JLR throughout the performance of this Agreement.
5. **PERMITS AND UTILITIES:** The CLIENT shall apply for and obtain all required permits and licenses. The CLIENT shall provide JLR with the location of all relevant underground utilities and buried structures, and shall ensure that all information provided is in accordance with applicable laws and regulations. The CLIENT warrants the accuracy of this information.
6. **PAYMENT AND SUSPENSION:** Unless otherwise stated, invoices will be submitted on a monthly basis. Invoices are due and payable within twenty-eight (28) days of the invoice date. Invoices not paid within twenty-eight (28) calendar days of the invoice date shall be subject to a late fee of two (2%) per month computed at twenty-nine (29) days from the date of invoice and shall be subject to adjudication pursuant to the Construction Act, R.S.O. 1990, c. C.30. In addition, any collection fees, legal fees, court costs, and other related expenses incurred by JLR in connection with the collection of delinquent invoices shall be paid by the CLIENT. In the event the CLIENT disputes all or part of an invoice, the CLIENT must submit a Notice of Non-Payment to JLR, in accordance with the terms of the Construction Act, R.S.O. 1990, c. C. 30, within fourteen (14) calendar days from the invoice

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date. Undisputed portions are subject to payment within twenty-eight (28) days. JLR may suspend performance of services under this Agreement if:

- .1 the CLIENT fails to make the payment in accordance with the terms hereof; and/or
- .2 the CLIENT becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

If any such suspension causes an increase in the time required for JLR's performance of the contract, then the schedule and/or period for performance shall be extended for a period of time equal to the suspension period. If payment remains past due sixty (60) days from the date of the invoice, then JLR shall have the right to suspend or terminate all services under this Agreement without prejudice or penalty, if applicable. The CLIENT shall pay all reasonable costs associated with the suspension or termination of the services under this Agreement.

7. **OWNERSHIP RIGHTS:** All documents produced by JLR are copyright protected and are the sole property of JLR. At the request and expense of the CLIENT, JLR shall provide the CLIENT with hard copies of all deliverables specified in the proposal. JLR will not be responsible for the reuse of any document without its expressed written permission.
8. **STANDARD OF CARE:** In the performance of professional services, JLR shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the province/locality of the JLR office performing the work. No warranty, expressed or implied, is made or intended by this Agreement, or by furnishing oral or written reports of the findings. JLR is to be liable only for any direct damages caused by the negligent acts or negligent failure to act by JLR in discharging its professional duties
9. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** JLR shall not be required to sign any documents, no matter by whom requested, that would result in JLR having to certify, guarantee or warrant the existence of conditions whose existence JLR cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with JLR or payment of any amount due to JLR in any way contingent upon JLR's signing any such certification.
10. **INSURANCE:** JLR shall maintain the following Insurance in the amounts of:
 - .1 Workplace Safety & Insurance Board (per statutory requirements)
 - .2 Automobile Liability \$2,000,000
 - .3 Commercial General Liability:

Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000
 - .4 Professional Liability Insurance:

Per Claim	\$1,000,000
Policy Aggregate	\$3,000,000
11. **INDEMNITY:** Subject to Section 14 hereof, the CLIENT agrees to indemnify and save harmless JLR and its shareholders, directors, officers, employees, advisors and agents from all claims, actions, causes of action, proceedings, losses, damages, costs, liabilities and expenses, incurred, suffered or sustained as a result of JLR's performing the services other than negligent services.

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12. **ENVIRONMENTAL LIABILITY:** Because the CLIENT owns and/or operates the site where work is being performed, the CLIENT has and shall retain all responsibility and liability associated with the environmental conditions at the site. Unless specifically identified elsewhere, the CLIENT's responsibility and liability includes the handling and disposal of any samples or hazardous materials.
13. **CONSEQUENTIAL DAMAGES:** Neither JLR nor the CLIENT shall be held responsible for consequential damages, incidental or indirect, because of any alleged failures by either party.
14. **LIMITATION OF LIABILITY:** Notwithstanding any other provision of this Agreement, the total liability of JLR, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to JLR for the services hereunder or \$50,000.00, whichever is greater.
15. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favour of a third party against either the CLIENT or JLR. JLR's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against JLR because of this Agreement or the performance or non-performance of services hereunder. The CLIENT and JLR agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.
16. **PUBLIC RESPONSIBILITY:** JLR shall endeavour to alert the CLIENT to any matter of which JLR becomes aware and believes requires the CLIENT's immediate attention to help protect public health and safety, or which JLR believes requires the CLIENT to notify others, or otherwise conform to applicable codes, standards, regulations or ordinances. If the CLIENT decides to disregard JLR's recommendations in these respects:
 - .1 JLR shall determine in its sole judgment if it has a duty to notify public officials; and
 - .2 If there is an unaddressed risk to the public, JLR has the right to immediately terminate this Agreement upon written notice to the CLIENT and without penalty.
17. **DISPUTES:** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step:
 - .1 By the technical and contractual personnel of both JLR and the CLIENT;
 - .2 By executive management of each party;
 - .3 By mediation; or
 - .4 Through the court system of the Province of Ontario.

The CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal fees and costs.

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Nothing in this section shall be construed as limiting the parties' right to the adjudication process available pursuant to the Construction Act, R.S.O. 1990, c. C. 30, as amended.

18. **ASSIGNMENT:** Neither party shall assign its interest in this Agreement without the written consent of the other.
19. **CHOICE OF LAWS:** This Agreement shall be governed by the laws of the Province of Ontario and any federal laws applicable thereto.
20. **FORCE MAJEURE:** Should performance of services by JLR be affected by causes beyond its reasonable control, including but not limited to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged by JLR; fires; floods; labour disturbances; unusually severe weather and/or an epidemic; then the CLIENT shall grant JLR a time extension and the parties shall negotiate an equitable adjustment to the price of any affected services, where appropriate.
21. **FIELD REPRESENTATION:** JLR shall not assume the role of "prime contractor", "principal contractor", "constructor", "controlling employer", or their equivalents unless the scope of such services are expressly agreed to in writing.
22. **TERMINATION:** This Agreement may be terminated by either party, for any reason, upon ten (10) days written notice to the other. In the event of termination due to the suspension or abandonment of the project, or any breach of this Agreement, JLR shall be paid within twenty-eight (28) days of the invoice date for all services performed to the effective termination date, including reimbursable expenses, applicable taxes and any termination expenses incurred.
23. **JOBSITE SAFETY:** Neither the professional activities of JLR, nor the presence of JLR or its employees and sub-consultants at a project site and/or construction site, shall impose any duty to JLR, nor relieve the CLIENT and/or the General Contractor of its obligations, duties and responsibilities to provide a safe working environment including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies.

JLR and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health and safety programs or procedures. It is agreed that both the CLIENT and/or the Contractor shall be solely responsible for the project site and/or the construction site and worker safety, and warrants that this intent shall be carried out in the CLIENT'S and/or the Contractor's contract. It is also agreed that both the CLIENT and/or the General Contractor shall defend and indemnify JLR and JLR's sub-consultants. If applicable, the CLIENT also agrees that the CLIENT, JLR and JLR's sub-consultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

JLR retains the right to refuse services (at no cost to JLR) if, in the opinion of JLR upon assessing the site conditions in immediate relation to the Work are not up to regulatory standards whether local, Provincial or Federal (if applicable).

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24. **CODE COMPLIANCE:** JLR shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect during the Term of the Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, JLR shall notify the CLIENT of the nature and impact of such conflict. The CLIENT agrees to cooperate and work with JLR in an effort to resolve this conflict.
25. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid, or unenforceable under the applicable statute or rule of law, such holding shall be applied only to the provision so held and the remainder of this Agreement shall remain in full force and effect.
26. **SURVIVAL:** All limitation of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect.
27. **ADDRESS FOR NOTICES:**
All notices shall be in writing. Notices shall be delivered by hand, by courier, by prepaid first class mail, by facsimile or by other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A notice shall be deemed to have been received on the date of delivery if delivered by hand, courier, facsimile or other form of electronic communication. A notice sent by regular mail is deemed to have been received on the 5th business day following the date of mailing.
- Notices to JLR shall be sent to:
J.L. RICHARDS & ASSOCIATES LIMITED
107-450 Speedvale Avenue West
Guelph, ON
N1H 7Y6
- Notices to the CLIENT shall be sent to:
CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS
177964 Grey County Road 18
Owen Sound, ON
N4K 5N5
28. **CONSTRUCTION ACT NOTICES:** Notices pursuant to the Construction Act shall be sent by e-mail to a minimum of two (2) addresses below. Such Notices shall be deemed to have been received by the addressees on the day of delivery if the Notice is sent during business hours (8:00 a.m. to 4:00 p.m., Monday to Friday, excluding weekends and statutory holidays). If the Notice is sent outside of business hours, it shall be deemed to be received on the following business day.

Client Addressee 1:

Name: Jenn Burnett

Title: Senior Planner

E-mail Address: jburnett@georgianbluffs.ca

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Client Addressee 2:

Name: Enter Name

Title: Enter Title

E-mail Address: Enter E-mail

JLR Addressee 1:

Name: Accounting

E-mail Address: invoicing@jlrichards.ca

JLR Addressee 2:

Name: David Welwood

Title: Planner

E-mail Address: dwelwood@jlrichards.ca

The parties understand and agree that it is each party's responsibility to inform the other party of any changes to their respective Addressees. All changes are to be provided to the other party by way of Notice in accordance with section 27 herein.