

CORPORATION OF THE TOWN OF MATTAWA



DATE: MONDAY, SEPTEMBER 25TH, 2023 Page No 199 RESOLUTION NO: 23-211

MOVED BY COUNCILLOR GARRY THIBERT

SECONDED BY DEPUTY MAYOR MATHEW GARDINER

RESOLUTION:

BE IT RESOLVED THAT Council of the Town of Mattawa approve By-law 23-26 which will authorize the signing of the Engineers and Planners of Record Services Agreement with Jp2g Consultants Inc. for a three year term from April 1, 2023 to December 31, 2025

Recorded Vote – Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Recorded Vote Requested by:	
<u>Councillor Sarrazin</u>	
	Yea Nay
Mayor Bélanger	<input checked="" type="checkbox"/> <input type="checkbox"/>
Councillor Gardiner	<input checked="" type="checkbox"/> <input type="checkbox"/>
Councillor Sarrazin	<input checked="" type="checkbox"/> <input type="checkbox"/>
Councillor Levesque	<input checked="" type="checkbox"/> <input type="checkbox"/>
Councillor Mick	<input checked="" type="checkbox"/> <input type="checkbox"/>
Councillor Ross	<input checked="" type="checkbox"/> <input type="checkbox"/>
Councillor Thibert	<input checked="" type="checkbox"/> <input type="checkbox"/>



MAYOR

Deferred Tabled Lost Carried

Declaration of Pecuniary Interest:

Disclosed his/her/their interest(s), vacated he/her/their seat(s), abstained from discussion and did not vote

**THE CORPORATION OF THE TOWN OF MATTAWA
BY-LAW NUMBER 23-26**

BEING a by-law authorizing the signing of an agreement with Jp2g Consultants Inc. to provide Engineering Support on municipal infrastructure related matters and Planning Support on land use planning matters.

WHEREAS Subsection 8 of the Ontario Municipal Act 2001, S. O. 2001, c. 25 empowers and authorizes a municipality to enter into an agreement to enable them to govern their affairs as they consider appropriate.

AND WHEREAS the firm, Jp2g Consultants Inc. has agreed to provide such support services on a "call up" basis in accordance with the provisions in the attached Standing Offer Agreement (SOA), attached as per Appendix "A" to this By-law.

NOW THEREFORE, the Council of the Town of Mattawa enacts as follows:

1. **THAT** The Mayor and Clerk are hereby authorized to execute the aforesaid Agreement on behalf of the Council of the Corporation of the Town of Mattawa, in accordance with the terms and conditions referred to in this agreement attached to this By-law and known as Appendix "A".
2. **THAT** this Agreement shall be effective and shall remain in effect and force in accordance with the terms of the agreement subject to any amendments thereto or the termination of the said agreement.

READ A FIRST and SECOND time this 25th day of September, 2023.

READ A THIRD TIME and FINALLY PASSED this 25th day of September, 2023.



Mayor



Clerk

**STANDING OFFER AGREEMENT (SOA)
FOR CONSULTING ENGINEERING AND PLANNING SERVICES
APRIL 1, 2023 TO DECEMBER 31, 2025**



**CLIENT/CONSULTANT AGREEMENT
FOR MUNICIPAL WORKS
SHORT FORM (2011)**

MEMORANDUM OF AGREEMENT BETWEEN

THE CORPORATION OF THE Town of Mattawa (Client)

And

Jp2g Consultants Inc., Engineers · Planners · Project Managers (Consultant)

Dated September, 2023

WHEREAS the Town of Mattawa hereinafter referred to as the Client requires Engineering Support from time to time on municipal infrastructure related matters and Planning Support on land use planning matters and whereas the Client intends to commission these services on a Standing Offer Agreement (SOA) basis, the parties hereto agree as follows

1. The primary services required shall be municipal engineering support and land use planning support to be provided on a "call up" basis in accordance with the provisions of this Standing Offer Agreement (SOA).
2. The main point of contact for implementation of this Standing Offer Agreement will be

Town of Mattawa
160 Water Street
P.O. Box 390
Mattawa, Ontario P0H 1V0
Paul Laperriere
Interim CAO/Treasurer
Telephone: (705) 744-5611
e-mail: cao@mattawa.ca

Jp2g Consultants Inc.
Engineers · Planners · Project Managers
12 International Drive
Pembroke, Ontario K8A 6W5
J. E. Hunton, MCIP, RPP
Senior Vice President
Telephone: (613) 735-2507, Ext. 122
e-mail: jhunton@jp2g.com

3. Engineering and/or Land Use Planning Services will be commissioned on a "call up" basis initiated by and at the sole discretion of the Town of Mattawa wherein the Consultant will provide a response in writing outlining scope of work, proposed methodology/schedule and budget based on staffing rates provided in Clause 9 and Schedule A hereto.

The response to the "call up" shall be approved in writing by the Client before any work is initiated.

4. The Client hereby retains the services of the Consultant in connection with Town of Mattawa municipal infrastructure matters and/or land use planning matters on an as required "call up" basis for the period April 1, 2023 to December 31, 2025 and the Consultant hereby agrees to provide the services set out in Section 5 below.

5. The services ("Services") to be provided by the Consultant on a "call up" basis shall consist of the following:

- Assistance for Infrastructure Funding Applications and/or Presentations to Funding Agencies
- Engineering Analysis of existing or proposed Municipal Infrastructure
- Analysis and Recommendations pertaining to municipal operational matters
- Technical Support for review of development projects including site plan application review
- Development Application peer review
- Civil, Mechanical, Electrical, Structural Engineering Analysis and Design
- Construction Administration/Site Review
- Project Management
- Preparation and/or Review of Official Plan Amendments
- Preparation and/or Review of Zoning By-law Amendments
- Planning Review and Report on Site Plan Applications, Severance Applications, Plan of Subdivision Applications
- Preparation or Review of Planning Reports as required/requested

6. The Client shall pay the Consultant based on monthly invoices.
7. The Client may terminate all or any part of the above noted work program by giving the Consultant notice in writing to that effect. In the event of termination or partial termination the Consultant shall be paid for work performed in accordance with the approved call ups to the point of termination.
8. In order to provide data for the calculation of fees on a monthly invoice basis, the Consultant shall keep a detailed record of the hours worked by staff employed for each call up. The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement. The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

When a call up is requested by the Client, the Consultant shall provide, in addition to the requirements of Clause 3, the following information for approval by the Client:

- (a) An estimate of the total fees to be paid for the Services which will include normal disbursements, subconsultants as noted on an approved Work Program or Work Breakdown Structure and HST.
- (b) A Staff list showing the number, classifications and hourly rate rates for staff including Principals and Executives on each project call up for which the Consultant will seek payment on a time basis to budget limits as per 5 (a) above. Such list shall designate the member of the Consultant's staff who is to be the point of contact between the

Consultant and the Client for a particular call up. The Client will likewise indicate the Town's point of contact on a project specific basis. See Schedule A hereto for Jp2g Consultants Inc. staff list and 2023 rate schedule.

Monthly invoices shall include fees calculated on a time basis, subconsultant fees, reimbursable expenses and HST.

9. Jp2g staff rate ranges for the purposes of this Standing Offer Agreement July 1, 2023 to July 1, 2024 shall be as follows:

Principals/Executives/Directors	\$240 - \$265 per hour
Senior Project Manager	\$225 per hour
Senior Engineer	\$150 - \$195 per hour
Junior Engineer	\$100 - \$135 per hour
Engineers in Training/Engineering Technicians	\$100 - \$110 per hour
CAD Drafting	\$90 per hour
Clerical Support	\$65 - \$85 per hour
Site Supervisors	\$75 to \$120 per hour
Survey Crew	\$1,750 per day

The July 2023 Staff List and Rate Table for Jp2g Consultants Inc. is attached as Schedule A hereto.

Hourly rates will be adjusted in accordance with the Consumer Price Index for Ontario on June 30, 2024 and June 30, 2025.

10. Reimbursable Expenses: In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, for all expenses properly incurred in connection with the Project, including but not limited to:

vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, chemical and physical tests.

11. The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Unless otherwise set out in the letter of engagement, payment shall be due 30 days following date of invoice.
12. 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 5% 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.
13. The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.
 - (a) Comprehensive General Liability and Automobile Insurance
The Insurance Coverage shall be \$2,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. 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.
 - (b) Professional Liability Insurance
The Insurance Coverage shall be in the amount of \$2,000,000 per claim and in the aggregate. When requested, the Consultant shall

provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

14. 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.
15. The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The signatories shall have the authority to bind their corporation, company or firm, as the case may be, for purposes of this agreement

Client

RA Bélanger
Raymond A. Bélanger, Mayor

Amy Leclerc
Amy Leclerc, Clerk

Dated _____

Consultant

J. M. Janota
J. M. Janota, M. Sc., P. Eng., President

J. E. Hunton
J. E. Hunton, MCIP, RPP, Sr. Vice President

Dated October 19, 2023

**SCHEDULE A
Jp2g CONSULTANTS INC.
STAFF LIST & RATE TABLE
JULY 2023**

SCHEDULE A
Jp2g CONSULTANTS INC.
ENGINEERS · PLANNERS · PROJECT MANAGERS
STAFF LIST/RATE TABLE
2023/2024

Employee Type	Employee	2023 Rate Table
President	J. M. Janota, M. Sc., P. Eng.	\$265
Principal, CEO	N. Caldwell, P. Eng., PMP	\$265
Senior Vice President	J. E. Hunton, MCIP, RPP	\$265
Principal, Vice President	S. Webster, P. Eng.	\$265
Director – Planning	B. Whitehead, MA, MCIP, RPP	\$240
Senior Engineer II	D. Nguyen, P. Eng.	\$240
Director – Environmental	K. Mooder, MCIP, RPP	\$225
Senior Electrical Engineer	R. Kong, P. Eng., PMP	\$225
Senior Project Engineer	M. Fadock, M.A.Sc., EIT	\$195
Senior Stormwater Engineer	S. Arends, P. Eng.	\$195
Senior Hydrogeologist	A. Buzza, P. Geo.	\$180
Project Civil Engineer	K. Nagora, P. Eng.	\$180
Senior Structural Engineer	I. Johnson, P. Eng.	\$180
Senior Project Manager	E. Schulz	\$180
Senior Planner	F. Symons	\$175
Senior Planner	A. Hommik	\$155
Project Engineer II	A. MacDonald, P. Eng.	\$155
Senior Engineer I	R. Sapinski, P. Eng.	\$155
Senior Engineer I	P. Raglin, P. Eng.	\$140
Senior Technologist	L. Aubertin, C. Tech.	\$145
Quality Assurance Manager	L. Nowak	\$145
Biologist	B. Kenny	\$125
Project Engineer	D. Seymour, P. Eng.	\$135
IT Manager	T. Bimm	\$125
Site Contract Admin.	S. Davidson	\$120
Senior Technician (Survey)	P. Larochelle	\$120
Intermediate Technician	J. Schulz	\$120
Executive Assistant	L. Resmer	\$115
Senior Technician	V. Koss	\$110
Site Contract Admin.	K. Dickson	\$110
Junior Planner	K. Curry	\$95
Junior Technician	G. Diamond	\$90
Technical Support (Clerical)	J. Graham	\$85
Site Contract Administrator	J. Novack	\$75