



**CORPORATION OF THE TOWN OF INGERSOLL
BY-LAW NO. 10-4540**

**A by-law to enter into an Agreement with R. J. Burnside &
Associates Limited
(North Townline Culvert Replacement)**

WHEREAS the Corporation of the Town of Ingersoll desires to undertake the engineering services for the final design, contract tendering, approvals and contract administration for the replacement of the Ingersoll North Townline Culvert;

AND WHEREAS Council desires to enter into an agreement with R. J. Burnside & Associates Limited to perform this service;

NOW THEREFORE the Council of The Corporation of the Town of Ingersoll enacts as follows:

- (1) That the Mayor and the Clerk are hereby authorized to execute an agreement with R. J. Burnside & Associates Limited and to affix the seal of The Corporation of the Town of Ingersoll hereto.
- (2) That a copy of the said agreement shall be annexed to and form part of this by-law.

READ a first and second time in Open Council this 8th day of March, 2010

READ a third time in Open Council and passed this 8th day of March, 2010.

THE CORPORATION OF THE TOWN OF INGERSOLL

Paul Holbrough, Mayor

Elaine Clark, Clerk



BURNSIDE

[THE DIFFERENCE IS OUR PEOPLE]

Authorization to Proceed

Date: February 25, 2010 **File No.:** MSO176580
Client: Town of Ingersoll
Submitted By: Helen Jenkins, P. Eng.
Project: Culvert 5 – North Townline Culvert Replacement

I, _____, being an employee of _____, hereby authorize the firm of R.J. Burnside & Associates Limited (the "Consultant"), to arrange for or perform the work described in the proposal letter dated February 25, 2010.

1. I understand that the payment is based on an "Authorized Limit" and will not be exceeded without my authorization due to a change in the scope of work.

By affixing my signature, I understand that the scope of work contained in the Proposal letter (noted above) is governed by the attached Standard Conditions of Service.

Signature

Date

I have authority to bind the Corporation.

Please sign and return one copy to R.J. Burnside & Associates Limited

Standard Conditions of Service

Services

The services provided, if not specifically limited by the Client, will be at the Consultant's discretion for acting in the Client's best interest for the type of work requested.

Fees and Expenses

Billing will be in accordance with the fees as outlined in the proposal, plus expenses. Expenses properly incurred in connection with the project will be billed at cost plus an administrative charge of eight percent.

The Consultant will assist in selecting and coordinating other Consultants on Client's behalf. The Consultant does not accept any liability for other Consultants' work and encourage Clients to do their own investigations. Clients are encouraged to request that other Consultants invoice them directly and save the eight percent added administration charge on that expense.

Invoices

Invoices will be submitted on a monthly basis. Interest (1 percent per month of the unpaid amount) will be added to all unpaid balances after 30 days from date of invoicing. If the Client objects to all or any portion of an invoice, the Client shall so notify the Consultant in writing within 14 calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

If the Client fails to pay undisputed invoiced amounts within 30 calendar days of the date of the invoice, the Consultant may at any time, without waiving any other claim against the Client and without thereby incurring any liability, suspend or terminate this Agreement as provided elsewhere in these Standard Conditions of Service.

Changes in Scope

The scope of work identified is based on the Consultant's understanding of the work required to complete the project at the time of this proposal. In light of occurrences or discoveries that were not originally contemplated by or known by the Consultant, the Consultant may be required to discuss with the Client a change in the scope of the project, which may require a revision to this agreement. Should such a situation arise, the Consultant shall identify the changed conditions which make such discussions necessary and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this agreement in order to continue to meet the Client's needs. If an agreement cannot be reached on the change in scope, the Client agrees that the Consultant has the absolute right to terminate this agreement.

Mediation

All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof shall be decided by mediation, unless the parties mutually agree otherwise.

Limitation of Liability

For purposes of limitation of liability provisions contained herein, the Client expressly agrees that it has entered into this Agreement with the Consultant, both on its own behalf, and as agent on behalf of its employees and principals.

The Consultant's liability to the Client in Contract and Tort is limited to the total amount of the fee paid for professional services.

The Client expressly agrees that the Consultant's employees and principals shall have no personal liability to the Client in respect of a claim, whether in contract, tort and/or other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in any court of law against any of the Consultant's employees or principals in their personal capacity.

No other party shall rely on the Consultant's work without the express written consent of the Consultant.

The Client will give prompt written notice to the Consultant whenever the Client or his representative becomes aware of any defects or deficiencies in Consultant's work.

Governing Law

The laws of the Province of Ontario will govern the validity of this agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this agreement.

Assignment

Neither party shall assign responsibilities without the written consent of the other.

Termination

The Client or Consultant may terminate this Agreement at any time and no further expense will be incurred beyond the time of notice to terminate. In the event such termination becomes necessary, the party effecting termination shall so notify the other party in writing, and termination will become effective 14 calendar days after receipt of such notice.

Irrespective of which party shall effect termination or the cause therefore, the Client shall, within 30 calendar days of termination, remunerate the Consultant for services rendered and costs incurred, in accordance with the Consultant's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities.

Suspension

Upon 14-calendar day's written notice to the Consultant, the Client may suspend the Consultant's work. If payment of the Consultant's invoices is not maintained on a 30 calendar day current basis by the Client, the Consultant may by 14-calendar day's written notice to the Client suspend further work until payment is restored to a current basis. Suspension for any reason exceeding 45-calendar days shall, at the Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and the Consultant, and the Consultant shall be compensated for services performed and charges incurred prior to the suspension date, plus suspension charges.

Suspension charges may include, but shall not be limited to, services and costs associated with putting analyses and documents in order, rescheduling and reassigning personnel and/or equipment and issuing necessary or customary notices to appropriate government boards. Compensation to the Consultant shall be based upon the Consultant's prevailing fee schedule and expense reimbursement policy.

Ownership of Documents

The Client shall be entitled to a copy of all drawings, specifications, designs and documents prepared by the Consultant but shall not use them for any other project. The originals shall remain the property of the Consultant.

Client's Responsibility

The Client will fully disclose all relevant information or data pertinent to the Project, which is required by the Consultant. The Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by or on behalf of the Client.

The Client will give prompt consideration to all requests or documents relating to the project submitted by the Consultant and whenever prompt action is necessary, inform the Consultant of his decisions in such reasonable time so as not to delay the Services of the Consultant. The Client shall arrange and make provision for the Consultant's entry and ready access to the project site as necessary to enable the Consultant to perform his services.

Tax

Any applicable taxes will be added to invoices.

Town of Ingersoll
North Townline Culvert Replacement - Fee Schedule

Project Tasks	VWS	Cost	HJ	Cost	CK	Cost	MD	Cost	Clerical	Cost	Total
Preliminary Design:											
Topographic Survey			15	\$2,385	10	\$870	10	\$910			\$1,780
Coordinate Utilities			15	\$2,385	8	\$522			8	\$520	\$3,427
External Agency Contact			5	\$795			4	\$384			\$2,749
Coordinate Legal Surveys (as required)											\$795
Preliminary Design Subtotal:											\$8,751
Detailed Design:											
Detailed Foundation Design	2	\$266	5	\$795							\$1,061
Detailed Structural Design	2	\$266	2	\$318							\$584
Detailed Geometric Design	2	\$266	4	\$536							\$922
Identification of Drawing Standards	2	\$266			10	\$870	2	\$182			\$1,318
Drawings - General Arrangement	4	\$532					10	\$910			\$1,442
Drawings - Detail Sheets							15	\$1,365			\$1,365
Drawings - Standard Sheets			4	\$636			15	\$1,365			\$2,001
Drawings - Cross Sections							15	\$1,365			\$1,365
Drawings - Engineering Review			7.5	\$1,103							\$1,103
Final Submissions Review Agencies			4	\$636					12	\$780	\$1,416
Detailed Design Subtotal:											\$12,647
Contract Preparation:											
Contract Specifications and Documents			5	\$795	15	\$1,305	2	\$182	8	\$520	\$2,802
Contract Quantities			5	\$795	13	\$1,131	2	\$182			\$2,108
Pre-Tender Estimate					13	\$1,131	2	\$182			\$1,313
Contract Preparation Subtotal:											\$5,223
Project Management and Quality Assurance:											
Project Management / budget control and tracking			2	\$318							\$318
Quality Control / schedule control and tracking			2	\$318							\$318
Project Management & Quality Assurance Sub - Total:											\$636
Contract Administration:											
Shop Drawing Reviews			5	\$795	9	\$783					\$1,578
Miscellaneous Activities - Site direction - client liaison			8	\$954	8	\$688					\$1,650
Contract Administration Subtotal:											\$3,228
Disbursements:											
Mileage, reproductions, copying, photos, prints, reports, etc.											\$3,500
Disbursements Subtotal:											\$3,500
Hours	12		86.5		84		77		28		
Total Man Hours			287.5								
Project Total											\$34,985

Design and Environmental Staff - Rates per hour		
CK	Chris Knechtel - Engineer in Training	\$87
VWS	Victor Segula, C.E.T. - Sr. Structural Technologist - Plan Preparation	\$129
HJ	Helen Jenkins - P.Eng - Structural Design Engineer - Quantities and Contracts	\$159
MD	Matthew Doner - Cad Design - Drawing Preparation & Quantities and Costs	\$91
Clerical	Clerical Staff	\$65