

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 09-878

Being a by-law to authorize the Mayor and CAO to execute an agreement with Trow Associates Inc. for Engineering Design for the Lake Temagami Access Point Landing Upgrades.

AND WHEREAS under Section 8. (1) (a) and (b) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues.

WHEREAS under Section 9 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other act;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That the Mayor is hereby authorized and directed to execute the agreement attached hereto as Schedule "A" to this bylaw.
2. This bylaw shall come into force and take effect upon final passing thereof.

BE TAKEN AS READ A FIRST time on this 14th day of October 2009.

READ A SECOND AND THIRD time and finally passed this 14th day of October 2009.



MAYOR



CAO/Clerk

M.E.A./C.E.O. 1989

**AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES
INVOLVING
ENGINEERING DESIGN FOR THE
LAKE TEMAGAMI ACCESS ROAD LANDING UPGRADES**

MEMORANDUM OF AGREEMENT

Dated the ^3 day of September , A.D. 2009.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

AND

TROW ASSOCIATES INC.

Hereinafter called the "Consultant"

THE PARTY OF THE SECOND PART

**Agreement for Professional Consulting Services,
Lake Temagami Access Road Landing Upgrades,
Corporation of the Municipality of Temagami**

WHEREAS the client intends to complete the design and specifications for the upgrading of the Manitou and Mine Landing areas at the west end of the Lake Temagami Access Road.

hereinafter called the 'Project', and has requested the Consultant to furnish professional services in connection therewith;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1 .01 Retainer

The client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement, the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

1 .02 Services

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and such services as changed, altered or added to under Section 1.08 are hereinafter called the 'Services'.

1 .03 Compensation

The client shall pay the Consultant in accordance with the provisions set forth in Article 3.

1 .04 Staff and Methods

The Consultant shall use current state of the art principles and shall skillfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Consultant's staff.

1 .05 Drawings and Documents

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the Client may be used by the Client, for the Project herein described, including "as built" records. The Client has ownership of the drawings.

1 .06 Patents

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

1 .07 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by and salaries paid to his staff employed for the Project.
- (b) The Client may inspect and audit the books, payrolls, accounts and records 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.
- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursements for which the Consultant claims payment under this Agreement.

1 .08 Changes and Alterations and Additional Services

With the consent of the Consultant the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Section 3.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4.

1 .09 Suspension or Termination

The Client may at any time by notice in writing to the Consultant suspend or terminate the Services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Section 3.2.1 for any of the Consultant's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.4.

If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.

1.10 Indemnification

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 as a result of the negligence of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligence of the Consultant in the performance of consulting services to the Client within this project.

1.11 Insurance and Limit of Liability

The Client will accept the insurance coverage specified in this clause as the limit of liability of the Consultant.

(a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000 for general liability and \$5,000,000 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. When requested the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with APEO Act, 1984 and Regulations therein.

(c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Section 3.2.4.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the

Consultant until (60) days after written notice of such change or cancellations has been personally delivered to the Client.

1.12 Contracting for Construction

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.13 Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.14 Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15 Approval by Other Authorities

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.

1.16 Principals and Executives

The use of Principals and Executives on a time basis by the Consultant will be in accordance with Section 1.23.1 (c).

1.17 Specialized Services

The Consultant may engage others 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.

1.18 Inspection

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or

being performed, under the Project and the premises where they are being performed.

1.19 Publication

The Consultant agrees to obtain the consent of the Client before publishing or issuing any detailed information regarding the Project.

1.20 Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the Client in the course of carrying out the Services provided for herein. No such information shall be used by the Consultant on any other project, without the approval in writing of the Client.

1.21 Arbitration

- (a) Any dispute, difference or disagreement between the parties hereto in relation to the Agreement may, with the consent of both parties, be referred to arbitration.
- (b) No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator shall be final and binding upon the parties.
- (d) The provisions of The Arbitrations Act, R.S.O. 1980, Chapter 25, as amended, shall apply.

1.22 Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require and the Client shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding any provisions expressed or implied to the contrary.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

1.23 Estimates, Schedules and Staff List

1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List

When requested by the Client, the Consultant shall within fourteen days of the execution of this Agreement provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and salary ranges of staff and/or hourly rate ranges for Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List

The Consultant will require written approval, from the Client for any of the following changes:

- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1(a).
- (b) Any change in the schedule of progress, which results in a longer period than provided in Subsection 1.23.1(b).
- (c) Any change in the number, classification and salary ranges of the staff provided under Subsection 1.23.1(c).

1.23.3 Monthly Reporting of Progress

When requested by the Client, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

1.24 Additional Conditions

N/A.

ARTICLE 2 - SERVICES

2.1 Consultant's Services for Preliminary Design of Road and/or Bridge Works

The Consultant shall provide the services for preliminary design for the project and such work shall include the following, unless already covered during a feasibility study:

1. Preparation and recommendation of alternative concepts and designs considering geometries, property, cost and environmental features.
2. Development and recommendation of horizontal and vertical alignments for the Project on a plan scale acceptable to the Client.
3. Proposed typical sections for the roadway, including number of lanes, median (if required), turning lanes, rights-of-way, bus bay entrances, intersecting roads and other cross section elements.
4. Preparation of a design criteria with due consideration being given to such ancillary features as illumination, signs, signals, fences, landscaping and zone painting.
5. Concept design of interchanges and intersections.
6. Preparation of a preliminary design report, if required by the Client, which outlines nature of project, a summary of the principal design standards, an outline cost estimate and the extent of services and recommendations.
7. Existing soils data shall be assembled and evaluated. On the basis of this evaluation, a test pit (soils) investigation program shall be carried out to obtain sufficient data to permit appropriate decisions to be made during the design stage.
8. Preparation and distribution of minutes of Project meetings.
9. Correspondence with governmental ministries, agencies and other public authorities for design information.
10. General drainage requirements.
11. Preliminary property and right-of-way requirements.
12. Major utility installations and adjustments.
13. Survey work necessary for the provision of services herein and,
 - a. For the assessment and verification of feasibility of engineering alternatives considered for the Project.

- b. To provide sufficient survey reference points clear of the expected construction area to allow future re-establishment of the alignment proposed for the Project.
 - c. To establish elevation control bench marks clear of the expected construction area sufficient to allow referencing of further detailed elevation information, and the development and control of elevations of the Works to be constructed under the Project.
 - d. Topographic survey work necessary for the estimating of quantities, the detailed setting of alignment and grade to fit controlling natural and artificial topographic and underground features, the design of culverts, ditches, drains and storm sewers and the positioning of all appurtenances associated with the construction of the Project.
- 14. Preparation of, and taking part in, a public participation program as required by the Client.
 - 15. Preparation of structural site plans with necessary geometric design data for structural design purposes.
 - 16. Preliminary property cost estimates.
 - 17. Preparation of an Environmental Study Report, or an Environmental Screening Report, as determined by current Municipal Class Environmental Assessment guidelines. Environmental parameters, which have been defined during the pre-design studies, must be highlighted and identified and included in the preliminary design process and report, in compliance with the Environmental Assessment Act (current version).

2.2 Client's Services for Preliminary Design

The Client shall provide the Consultant with:

- 1. Available Functional Studies or Pre-design Investigations undertaken for the Work.
- 2. Access to and the use of existing plans, profiles, utility information, legal documents and correspondence relevant to the Work.
- 3. Traffic information.
- 4. Available Traffic or Transportation Study Reports of the area.
- 5. Available Functional Planning or Preliminary Design Reports of adjoining Projects.
- 6. General direction of the Consultant in the provision of services and approvals from time to time as necessary during the currency of this agreement.

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The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses (1) to (6) hereof, inclusive, as being accurate in the performance of the Consultant's services under this Agreement.

2.3 Consultant's Services for Detailed Design of Road and/or Bridge Works

The services to be provided by the consultant in the execution of the design of the Project shall include:

1. Expertise required for the design of all structures and facilities to serve the best interests of the public, with due regard for environmental concerns, capital cost and operating efficiency in accordance with current state of the art and acceptable standards established by the Client and regulatory authorities.
2. Preparation of preliminary sketch plans and quantity estimates of alternative designs which shall be submitted to the Client for consideration and approval before proceeding with the actual detailed design of the Project.
3. Assemble and evaluate all existing soils data. Investigate and document the condition of the existing asphalt surface within the project limits. Identify the various improvement objectives of the project.
4. Assemble and evaluate all existing traffic data and reports. Identify any areas or locations with traffic concerns.
5. Drainage studies and the preparation of detailed design drawings and specifications for culverts and all necessary drainage works.
6. A preliminary sketch plan showing the principal features and geometries of any proposed structure or structures, which shall be submitted in duplicate to the Client for his approval or review before final detailed drawings are begun.
7. Investigation and confirmation of the present location of all above ground utilities, updating of the Client's plans and profiles to show the present location and the proposed location, and preparation of additional drawings required for alternative utility relocation as required by the Client subject to Clause 7 of Section 2.2.

Underground utilities are to be indicated on the plans and profiles in accordance with information submitted by the respective utility.

8. The preparation and submission of preliminary drawings, investigations and recommendations to the Client, on such alternatives or modifications to the Project that the Consultant in his professional judgment deems advantageous to the Client.
9. The preparation of appropriate plans showing any lands or interests in land required for the Project.
10. Advising the Client of the need to seek permission to enter private lands for investigation purposes.

11. Participation in a reasonable number of meetings for informative, negotiative or presentative purposes with the Client in connection with the services provided under this Agreement, after the establishment of the design criteria and functional alignment.
12. The preparation of contract documents for the Project including the detailed construction drawings, tender quantity forms, material lists, specifications and information to bidders.
13. The preparation of detailed quantity and cost estimates, sundry engineering and materials.
14. The provision of complete sets of tendering documents and one complete set of reproducible drawings for the Project.
15. The preparation of reinforcing steel bar lists for structures.
16. Incorporation, into the contract document package of design drawings and specifications of work designed by others, when required.
17. The submission of plans, specifications, schedules and applications for approval to the Client and to appropriate authorities, as required. Attend meetings at the offices of these public authorities to discuss designs and to provide explanations for the purpose of furthering the applications towards approval.
18. The preparation of special applications or reports to assist the Client in obtaining subsidy payments, grants or special financing from senior levels of government.
19. Advice, consultation and assistance to the Client in the advertising, receiving and evaluation of bids, and awarding of a contract for construction.

2.4 Client's Services for Detailed Design

The Client shall provide the Consultant with the following services, notwithstanding that, should the Client be unable to provide any of the services hereunder, services under (1) may be assigned to the Consultant under a 'Preliminary Design Services Agreement', and other services herein under Section 1.08.

1. Design criteria establishing the type of roadway, number of lanes, design speed, minimum sight distance, maximum grade and maximum curvature and the desirable dimensional arrangement of pavements, medians, shoulders, rights-of-way, intersections, auxiliary turning lanes, bus bays and entrances.
2. Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area.

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3. Registered land plans, legal documents and surveys, where necessary, defining the property limits of existing rights-of-way and other parcels of land affected by the Project, and as required in the acquisition of property and lands for the Project.
4. Specimen contract documents for the guidance of the Consultant in the design of the Project to the standards required by the Client.
5. General direction of the Consultant in the provision of the services.
6. Soils, foundation and hydrological reports for bridges, where required, for the proper design of the Project.
7. Any information regarding utilities necessary for the preparation of the plans referred to in Section 2.1 in the possession of the Client.
8. Arrange and make provision for the Consultant's entry and ready access to property (public and private) as well as the site of the Project, as necessary, to enable him to perform his services.
9. Designate in writing an individual to act as his Representative who will transmit instructions to and receive information from the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to Clauses 1 through 7 hereof, inclusive, as being accurate in the performance of the consultant's services under this Agreement.

2.5 Consultants Services for Construction Administration on Road and/or Bridge Works

The Consultant, on behalf of the Client, provides a review of the work during construction. The Contractor is responsible for discharging his obligations under the terms and conditions of the construction contract. The performance of the Contract is not the Consultant's responsibility nor are his review services rendered for the Contractor's benefit. The Contractor is responsible for the quality of the work. It is understood that only work which has actually been seen during examination of representative samples can be said to have been appraised, and comments on the balance of the work are assumptions based upon extrapolation.

The extent of the Consultant's duties for general review are as follows:

(a) Administrative Duties

1. The review, modification and approval of the Contractor's construction schedule, the processing of progress and final payment certificates for the work, and the preparation and submission of work progress reports to the Client at such time and in such form and detail as the client may require.
2. The review and checking of proposed construction methods as warranted, to ensure that the Contractor's drawings and methods comply with the design requirements for the Project.
3. Consideration and recommendation in respect to alternatives of construction methods or material proposed by the contractor, and preparation of change orders.
4. Review shop drawings submitted to the degree necessary to ensure they conform with the design requirements and contract documents.
5. Recommend on the validity of charges for additions or deletions and recommend on the issue of change orders.

(b) Field Administration

1. Direction of the Consultant's field staff, and review of the Contractor's work to ensure compliance with the plans and specifications.
2. Surveying and field stakeout of horizontal and vertical control points required for contractor layout; surveying and field measurement required for the calculation of pay quantities for the work.
3. Calculation and recording of quantities, and the preparation of progress and final payment certificates prescribed by the Client, together with the compilation of such survey notes, diaries, records and reports

substantiating such certificates during construction and on completion of the work.

4. Arranging, preparing and shipping for testing materials supplied by the Contractor for incorporation in the work, and the review of test results and judgment of acceptability of said materials.
5. Oversee on-site testing during the construction of the work to verify acceptability according to the specifications.
6. The assignment of the necessary field staff to perform such field operations necessary in the provision of the foregoing construction administration services.
7. Investigating, reporting and recommending on unusual circumstances which may arise during construction.
8. Carrying out final inspection at the conclusion of the construction contract, at the end of the maintenance period and as part of the acceptance program of the Client.
9. The preparation and submission to the Client of one complete set of reproducible, revised contract drawings showing the 'as constructed' Project, to the extent requested by the Client and to the extent possible from information provided by the Contractor or otherwise patently visible. Consultant is not responsible for the accuracy or completeness of field change information supplied (or to have been supplied) by persons not in the Consultant's employ.

2.6 Client's Services for Construction Administration

The Client shall provide the Consultant with the following services, notwithstanding that, should the Client be unable to provide any of the services hereunder, they may be assigned to the Consultant under Section 1.08.

1. Supplementary factors governing the Contractor's operations, such as by-laws, property considerations, maintenance of public services and traffic.
2. General direction of the Consultant in the provision of the services.
3. Arrange and make provision for the Consultant's entry and ready access to property (public and private) as well as to the site of the work, as necessary to enable him to perform his services.
4. Designate in writing an individual to act as his Representative who will transmit instructions to, and receive information from, the Consultant.

The Consultant shall be entitled to rely upon the information, direction and approvals provided by the Client pursuant to clauses 1 through 4 hereof,

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inclusive, as being accurate in the performance of the Consultant's services under this agreement.

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) Payroll Cost:

Payroll Cost is defined as hourly salary plus payroll burden.

- i. N/A
- ii. Payroll burden equals fringe benefits expressed as a percentage of salary that provides for health and medical insurance, group life and disability insurance, company and Canada pension employer contribution, Workers' Compensation and Unemployment Insurance, but excludes bonuses or profit sharing. For the purposes of this Agreement, payroll burden is 28%

(b) Cost of the Work

- i. The 'Cost of the Work' shall mean the total cost of the Project, including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or any other service, which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Wherever used material or equipment is furnished by or on behalf of the Client, the fair market value of such material or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.

(c) Site

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

3.2 Basis of Payment

3.2.1 Fees Calculated on a Time Basis

3.2.1.1 The Client shall pay the Consultant a fee calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis shall be as follows:

- (a) Principals and Executives on normal assignments ... \$150.00 per hour. This rate will be reviewed annually and adjusted accordingly.
- (b) Staff on normal assignments - Payroll Cost plus 100%.
- (c) Principals, Executives and staff rendering individual services on assignments for which they are eminently qualified and for which they require little or no assistance, including providing expert testimony and attendance at hearings or courts 50% more than the rates specified above.
- (d) Services During Construction
 - i) For all services, except for staff full-time continuously on site:

Principals and Executives
On normal assignments..... \$150.00 per hour

This rate will be reviewed annually and adjusted accordingly.

Other Staff: Payroll Cost plus 100%.
 - ii) For site staff working full-time continuously refer to Schedule 'A'.

3.2.1.2 Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

3.2.2 Fees Calculated on a Percentage of Cost Basis -N/A

3.2.3 Computer Services - N/A

3.2.4 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of the additional insurance incurred by the Consultant, for all expenses properly incurred by him in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, teletype and telegraph charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site offices, supplies and equipment, chemical and physical tests.

3.3 Payment

3.3.1 Fees Calculated on a Time Basis

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 27.6 percent (2 percent compounded monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

3.3.2 Fees Calculated on a Percentage of Cost Basis - N/A

3.3.3 Overtime

The requirements of the Ontario Employment Standards Act, Chapter 137, Section 25, apply to this project. Overtime is considered to be any time in excess of forty-four (44) hours in any week. Overtime hours must be paid at (not less than) one and one-half times the regular rate of the employee. Owing to the nature of the Work, overtime hours will be required in order to fulfill the requirements of this Agreement.

Billing for overtime hours will be structured on a weekly basis, as demonstrated in the following example:

John Doe earns \$10.00 per hour; he is an employee on a construction project. If he works 50 hours in a particular week, he will be paid for 44 hours at \$10.00 per hour and 6 hours at \$15.00 per hour.

Subsequently, an invoice will be prepared as follows:

Fees: (based upon regular chargeout rate which includes regular hourly wage, payroll burden and applicable markup).

John Doe - 44 hours (\$10.00 x 1.27 x 1.7)/hr	= \$ 949.96
6 hours (\$10.00 x 1.27 x 1.7) x 1.4/hr	= <u>\$ 181.36</u>
	\$1,131.32


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Corporation of the Municipality of Temagami**

IN WITNESS THEREOF the parties hereto have caused to be executed those presents
by their officers properly authorized in that behalf on the day and year first above written.

SIGNED, SEALED AND DELIVERED:

"CONSULTANT"

TROW ASSOCIATES INC.




**H. J. Hawken, P.Eng.,
Regional Manager, Northern Ontario**

5[^]- zs/e[^]

Date

"CLIENT"

**THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI**



Mayor



CAO

Nov 25 / 09

Date

**Agreement for Professional Consulting Services,
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SCHEDULE 'A'

To Agreement for Professional Consulting Services, involving Preliminary and Detailed Engineering Design, and Construction Contract Administration to Reconstruct and Resurface the Lake Temagami Access Road

In accordance with Section 1.23.1 of the Agreement, we submit the following:

(a) **Estimated Fees:**

Start-Up, Data collection and site review	\$2,300
Topographic and Detail Survey	\$4,800
Detailed Design and contract documents (90%)	
■Manitou Landing	\$17,400
■Mine Landing	\$7,900
■New Name Landing	\$17,400
• Special services (docks)	\$6,000
Design Review Meeting	\$2,000
Finalization and Submission	<u>\$3,000</u>
Total Fees (Excluding GST)	\$60,800

(b) **Estimated Schedule of Progress**

Data Collection	Oct 14-25
Site Review & Survey	Oct 21 - 25
Preliminary Design	Oct 28-Nov 16
Design - 90%	Nov 19 - Dec 13
Review Meeting	Dec 16-20
Finalize design and Submission (Phase 1)	Dec 23 - Jan 11

(c) **Staff List**

Regular Chargeout Rate*
(including Wage, Payroll
Burden & Mark-up)

Project Manager/Engineer - H. J. Hawken, P. Eng.	\$150.00/hr
Consultant - Raymond Spangler	\$125.00/hr
Senior Highway Designer - D.P. Farrow	\$75.00/hr
Design Tech	\$60.00/hr
CAD Operator	\$55.00/hr
Survey Crew (2 person)	\$125.00/hr
Contract Administrator	\$55.00/hr
Construction Tech	\$35.00/hr

Construction Checker/Field Assistant

\$25.00/hr

* Regular rates apply to the first 44 hours worked on a weekly basis.