

TOWN OF AMHERSTBURG

BY-LAW NO. 1999-38

**Being a by-law to authorize the execution
of an agreement for Engineering Services**

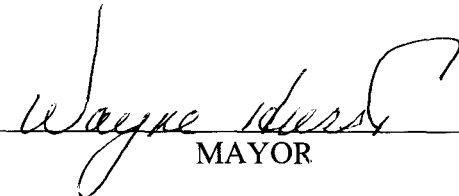
WHEREAS the Municipal Council of the Town of Amherstburg is proceeding with the provision of sanitary sewers in the Lakeshore Area of the former Township of Malden, and;

WHEREAS requests for proposals for Engineering Services for the construction of a Sequencing Batch Reactor Treatment Facility and a Rotating Biological Contactor Treatment Facility have been received by the Town from various Consulting Firms and;

WHEREAS Council has selected Stantec Consulting Ltd. to provide the Engineering Services.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION
OF THE TOWN OF AMHERSTBURG ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk be and they are hereby authorized to execute and apply the Corporate Seal to the original and duplicates of an agreement between the Corporation of the Town of Amherstburg and Stantec Consulting Ltd. for the provision of Engineering Services in the form as annexed hereto.
2. This by-law shall come into force and take effect on the passing thereof.


MAYOR


CLERK

1st reading - July 12, 1999

2nd reading - July 12, 1999

3rd reading - July 12, 1999

**AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES**

MEMORANDUM OF AGREEMENT dated the day of A.D. 19

BETWEEN

THE CORPORATION OF THE TOWN OF AMHERSTBURG

Hereinafter called the Client

THE PARTY OF THE FIRST PART

AND

STANTEC CONSULTING LTD.

Hereinafter called the Engineer

THE PARTY OF THE SECOND PART

WHEREAS

The Client intends to	construct a sequencing batch reactor type sewage treatment plant to service the Amherst Point, Bar Point, Lakewood Beach and Willow Beach areas in the former Township of Malden and a Rotating Biological Contactor package type
(Description of Project)	sewage treatment plant to service the Lake Erie Country Club area in the former Township of Malden

Hereinafter called the Project and has requested the Engineer to furnish professional services in connection therewith;

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

ARTICLE 1. GENERAL CONDITIONS

1.1 Ownership of Documents

The copyright in all drawings, reports, specifications, bills of quantities, calculations and other documents provided by the engineer in connection with the works shall remain vested in the engineer, but the client shall have a royalty-free licence to use such drawings and other documents for the purpose of constructing the works. Save as aforesaid, the client shall not make copies of such drawings or other documents, nor shall the client use the same in connection with the making or improvement of any works other than those comprised in the works, without the prior written approval of the engineer and upon such terms as may be agreed between the client and the engineer.

The engineer may with the consent of the client, which consent shall not be unreasonably withheld, publish alone or in conjunction with any other person any articles, photographs or other illustrations relating to the works.

1.2 Patents

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

The client shall have a 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 engineer in connection with the project, for the life of the project, and for no other purpose or project.

1.3 Confidential Data

The engineer shall not divulge any confidential information acquired in the course of carrying out the services provided for herein. No such information shall be used by the engineer on any other project without approval in writing by the client.

This requirement shall not prohibit the engineer from acting to correct or report a situation which the engineer may reasonably believe to endanger the safety or welfare of the public, provided that the engineer notifies the client of what is intended.

1.4 Insurance

When requested, the engineer shall supply to the client a summary of insurance coverage currently being maintained by the engineer, including but not exclusive to professional liability insurance, comprehensive general liability and automobile insurance. Such summary shall include the name of the insurance company, type of insurance and amount of such coverage.

If the client requests that the amount of coverage of the engineer's insurance be increased or special insurance be obtained for this project, the engineer shall cooperate with the client to obtain such increased or special insurance coverage at the client's expense.

It is understood and agreed that the coverage provided by either of the policies named in the aforementioned summary or specially required will not be changed or amended in any way nor cancelled by the engineer until 60 days after written notice of such change or cancellation has been delivered to the client.

1.5 Arbitration

All materials in dispute under this agreement may with the consent of both parties be referred to arbitration.

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 engineer.

The award of the arbitrator shall be final and binding upon the parties.

The provisions of the Ontario Arbitrations Act shall apply.

1.6 Successors and Assignment

This agreement shall enure to the benefit of and be binding upon the parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors and assigns.

If a party to this agreement who is an individual should desire to bring in a partner or partners, or if a party which is a partnership should desire to bring in a new partner or partners to share the benefits and obligations of this agreement, they may do so by properly notifying the other party in writing of such intended action.

If a party to this agreement is a partnership, and a partner thereof either dies or retires, the remaining parties therein shall form a new successor partnership to share the benefits and obligations of the agreements.

Except as aforesaid, neither party shall assign this agreement without the prior consent in writing of the other.

1.7 Termination and Suspension

The client may at any time, by notice in writing to the engineer, suspend or terminate the services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the engineer shall perform no further services other than those reasonably necessary to close out the engineer's services. In such event, the engineer shall be paid by the client for all services performed and for all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

If the client is in default in the performance of any of the client's obligations set forth in this agreement, the engineer may, by written notice to the client, require such default be corrected. If, within 30 days of receipt of such notice, such default shall not have been corrected, the engineer may immediately terminate this agreement. In such event, the engineer shall be paid by the client for all services performed and for all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

If the engineer is practising as an individual and dies before services have been completed, this agreement shall terminate as of the date of death and the client shall pay for the services rendered and disbursement, incurred by the engineer to the date of such termination.

1.8 Records and Audit

In order to provide data for the calculation of fees on a time basis, the engineer and the sub-consultants shall keep a detailed record of the hours worked by, and the salaries paid to, the engineer's staff employed on the project.

The client may inspect and audit the books, payrolls, accounts and records of the engineer and sub-consultants during regular office hours with respect to any item which the client is required to pay on a payroll multiplier basis as a result of this agreement.

The engineer, when requested by the client, shall provide copies of receipts with respect to any disbursements for which the engineer claims payment under this agreement.

1.9 Indemnification

The engineer 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, the employees, officers or agents of the client may suffer as a sole result of the negligence of the engineer, the employees, officers or agents of the engineer in the performance of this agreement.

The client agrees to hold harmless, indemnify and defend the engineer from and against any and all claims, 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 solely arise out of the negligence of the engineer in the performance of consulting services to the client within this project.

1.10 Contracting for Construction

The engineer, or any person, firm or corporation associated or affiliated with or subsidiary to the engineer, shall not tender for any or all of the execution of the project or have an interest either directly or indirectly in the construction of the project, without the prior written consent of the client.

1.11 Approval by Other Authorities

Unless otherwise provided in this agreement or explicitly required by legislation, where the work of the engineer is subject to the approval or review of an authority, department of government, or agency other than the client, preparation of applications for approval or review shall be the responsibility of the engineer, 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 engineer with such other authority, department of government or agency.

1.12 Changes and Alterations and Additional Services

After giving notice to the engineer, 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 engineer shall be paid in accordance with Article 4 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Article 4. In the case of a reduction in the requirement for services, any reduction in the engineer's fee will be the subject of negotiation. No such change shall require the execution of a formal amendment to this agreement.

1.13 Year 2000

Stantec's services under this Agreement do not include the making of inquiries, assessments, evaluations or tests (the "Tests") regarding the ability of any of the products, systems or other items which may form part of the plans, designs, recommendations or specifications provided by Stantec to CLIENT (the "Products") to correctly read, recognize, interpret or process any encoded, abbreviated or encrypted date, time or combined date/time data or data field ("Year Data"). Accordingly, Tests regarding the Products' ability to correctly read, recognize, interpret or process Year Data are the responsibility of CLIENT. STANTEC shall not be liable to CLIENT for any direct or indirect, special, incidental, consequential or other damages howsoever arising under any legal theory whatsoever relating to the Products and their ability to read, recognize, interpret or process Year Data and CLIENT hereby releases STANTEC from all actions, claims, damages and liabilities related thereto.

ARTICLE 2. RESPONSIBILITIES OF THE CLIENT

The client shall:

- a) make available to the engineer all relevant information required by the engineer, and shall instruct the engineer fully as to the client's requirements, including design objectives, constraints and criteria, special equipment and systems, site requirements and construction budget. The engineer shall be entitled to rely upon the accuracy and completeness of all such information and data furnished through the client or client's consultants whether such consultants are engaged at the request of the engineer or not.
- b) engage consultants directly, when so required by the engineer, to perform services necessary to enable the engineer to fully carry out the engineer's duties, such services to include a legal survey of the site, site services data, geotechnical reports and appropriate testing.
- c) give the engineer authority to act as the client's agent in all matters falling within the scope of the engineer's services.
- d) promptly review all documentation submitted by the engineer, and inform the engineer of decisions in time for the orderly progress of the engineer's services and of the work.
- e) Obtain all required consents, approvals and licences and permits from authorities having jurisdiction.
- f) arrange and make provision for the engineer's entry and access to public and private property and the project site in the performance of the duties.

- g) arrange and pay for tender advertising and any necessary legal, financial or insurance counselling services required for the project.
- h) designate in writing a representative to have authority to transmit instructions to and receive information from the engineer.
- i) immediately notify the engineer whenever the client, or the client's representative, becomes aware of a defect or deficiency in the work or the contract documents.

ARTICLE 3. ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT

3.1 General

The engineer shall render services to the client "in a timely manner" under this agreement with that degree of care, skill and diligence normally provided in the performance of services in respect of projects of a similar nature to that contemplated by this agreement at the time and place that such services are rendered.

3.2 The engineer shall perform the following services in connection with the project:

In accordance with the Terms of Reference for the project attached as Schedule 'A' and forming part of this Agreement the engineer shall provide services for the design, preparation of drawings and specifications, tendering, contract administration and full time on-site inspection for construction of two sewage treatment plants in the former Township of Malden

ARTICLE 4. FEES AND DISBURSEMENTS

4.1 Definitions

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

4.1.1 Payroll Cost

Payroll cost is defined as hourly salary plus payroll burden.

- a) The following formula shall be used to calculate the hourly salary for billing purposes. Hourly salary equals:

$$\frac{\text{Annual Salary}}{37.5 \text{ Hours per week} \times 52 \times 0.85}$$

- b) Payroll burden equals fringe benefits expressed as a percentage of hourly salary that provides for health and medical insurance, provincial payroll tax, group like and disability insurance, company and Canada Pension employer contribution, Workers' Compensation and Unemployment Insurance, but excludes bonuses or profit sharing. For the purpose of this agreement payroll burden is 28 %.

4.1.2 Cost of the Work

- a) 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 engineer prepares designs, drawings or specifications. 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 (0.001%).
- b) 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.
- c) Whenever 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.
- d) 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.
- e) The cost of the work shall not include any fees and disbursements due to the engineer, the client's engineering and office expenses, or the cost of acquiring the land including, without limitation, the purchase price, legal fees, commissions and land transfer taxes.

4.1.3 Site

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

4.2 Basis of Payment

4.2.1 Fees Calculated on a Time Bases

The client shall pay the engineer a fee, calculated on a time basis, for that part of the services described in Article 3. Fees on a time basis shall be as follows:

- a) Principals and executives on normal assignments: \$102.00 per hour. This rate will be reviewed annually and adjusted accordingly.
- b) Staff on normal assignments: as per hourly rates shown on Schedule 'B' attached to and forming part of this Agreement.
- c) Services During Construction
 - i) For all services, except for staff full-time continuously on site:
 - ◆ Principals and executives on normal assignments \$102.00 per hour. This rate will be reviewed annually and adjusted accordingly.
 - ◆ Other staff: as shown individually on Schedule 'B' attached to and forming part of this Agreement.

- ii) For site staff working full time continuously: \$55.00 per hour. This rate will be reviewed annually and adjusted accordingly.
- d) Refer to Schedule 'C' – Estimated Total Engineering Fees attached to and forming part of this Agreement.

4.2.2 Reimbursable Expenses

In addition to the fee, the engineer shall be reimbursed at cost plus an administrative charge of 5% plus the cost of the additional insurance incurred by the engineer and as requested by the client, for all reasonable expenses properly incurred by the engineer 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 office, supplies and equipment, chemical and physical tests.

4.2.3 Computer Services

Computer services, except where a computer is used for design under the percentage fee scale or for the engineer's normal office administration, shall be considered a reimbursable expense.

4.3 Payment

4.3.1 Fees Calculated on a Time Bases

The engineer shall submit an invoice with such detail and supporting documentation as the client may reasonably require to the client for all services completed in the immediately preceding four (4) week period. Interest at the annual rate of 12% (1% monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the client has received the engineer's invoice.

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

SIGNED, SEALED and DELIVERED

In the presence of _____

ENGINEER: STANTEC CONSULTING LTD.

_____ D. A. Buratto, P. Eng.

_____ M. E. Jackson, P. Eng.

CLIENT: CORPORATION OF THE TOWN OF AMHERSTBURG

SCHEDULE 'A'

TERMS OF REFERENCE

TOWN OF AMHERSTBURG
MALDEN AREA SEWAGE WORKS
REQUEST FOR PROPOSALS - ENGINEERING SERVICES
TERMS OF REFERENCE

PREAMBLE

These Terms of Reference have been prepared in general accordance with the "Recommended Methods of Selecting a Consulting Engineer" prepared by the Municipal Engineers Association and Consulting Engineers of Ontario together with the "Guideline for the Selection of a Professional Engineer" published by Professional Engineers of Ontario.

1.0 BACKGROUND

The Corporation of the Town of Amherstburg has received funding assistance from the Ontario Ministry of Environment to construct a municipal wastewater collection and treatment system. The sewage system is being constructed to resolve serious pollution problems originating from malfunctioning septic systems in the Riverfront and Lakeshore residential areas of the former Township of Malden. An Environmental Study Report (ESR) has been prepared through the Class Environmental Assessment process which documents the pollution problems, evaluates alternative solutions and identifies the preferred design. Chapter 5 of the project ESR titled "Recommended Design" is appended to these Terms of Reference to better define the works to be constructed.

.1 Status of Project

A conditional Certificate of Approval for the works has been obtained and is appended to these Terms of Reference for your information. Sanitary sewers and pumping stations are currently under design under a separate engineering agreement.

.2 Schedule of Work

A condition of the funding agreement under the Provincial Water Protection Fund is that all works are complete by December 31, 2000 to permit a final claim of all project costs to be submitted to the Ministry of Environment by that date. Accordingly final design of the treatment works must commence immediately to permit the tendering of construction contracts by no later than August 31, 1999.

2.0 SCOPE OF PROJECT

The scope of the project involves the construction of two wastewater treatment plants; one package-type Rotating Biological Contactor (RBC) plant to service the Lake Erie Country Club area and one Sequencing Batch Reactor (SBR) treatment system to service the Amherst Point and Bar Point Service areas.

.1 Lake Erie Country Club System

Works to be constructed include the wastewater treatment system, connection to inlet forcemain, outlet sewer, site grading, site services, mechanical, electrical, and SCADA systems as documented in the ESR excerpt attached to these Terms of Reference.

.2 Amherst Point (Bar Point SBR System)

Works to be designed and constructed include inlet pumping station, wastewater treatment plant, outlet sewer, control/administration building, site services, site grading, mechanical, electrical and SCADA systems as documented in the ESR excerpt attached to these Terms of Reference.

3.0 SCOPE OF SERVICES

Engineering services have been divided into the four categories: Final Design, Contract Administration, Site Supervision and Project Management. A general description of the tasks to be completed in each category follows:

.1 Final Design

- preparation of design calculations
- selection of equipment
- preparation of detail drawings and specifications
- tendering of construction contracts including preparation of any necessary addendum, responding to questions and preparing report on tenders complete with recommendations for award
- identification and assistance in obtaining all necessary permits and approvals for construction and operation of the works

.2 Contract Administration

- preparation of contract documentation through construction including payment certificates, change orders and completion certificates
- chair construction site meetings through construction period including preparation of minutes from same
- review and advise municipality on claims for extra and need for changes
- prepare "as constructed" drawings upon project completion
- prepare operations manual for treatment facility in accordance with MOE approval requirements

.3 Site Supervision

- provide resident engineering services through construction period to confirm construction conforms to design and contract requirements
- record "as-constructed" data for incorporation into construction record drawings
- maintain diary of daily construction activities
- record time and materials required for work authorized on a time and material basis

.4 Project Management

- provide assistance to municipality in land acquisition matters
- prepare grant advance submissions to MOE as required under the Provincial Water Protection Fund
- provide advisory services as necessary regarding project financing, capacity allocation to development, development charges and assessment

.5 Miscellaneous

In addition to the above, a Report will be required under the Drainage Act to document the condition of and improvements required to the Willow Beach Municipal Drain and pumping station to accommodate the discharge from the SBR wastewater treatment plant. Drain and pump station improvements are to be incorporated into the construction contract for the Amherst Point/Bar Point SBR treatment plant.

4.0 PROPOSAL REQUIREMENTS

The purpose of this request for proposal is to obtain information from consulting engineering firms with respect to their qualifications and experience on similar projects. Specifically, all proposals must provide the following information which will be used for proposal evaluation:

- a) name, size, location and description of firm
- b) a list of projects of a similar nature (only wastewater/water treatment plants) which have recently been completed including
 - the name, address, contact name and phone number of the Owner
 - the construction cost of the project
 - date project was completed
 - the consulting engineer's project manager
 - office from which the work was designed
 - a description of the project

Limit the list of similar projects to only the five (5) most recent projects.

- c) project schedule
- d) complete the following table of Key Project Team Personnel and attach a copy of each Team Member's resume

KEY PROJECT TEAM PERSONNEL			
Team Function	Name	Home Office Location	Staff or Sub-Consultant
Project Manager			
Process Design Engineer			
Hydraulic Design Engineer			
Structural Engineer			
Process Mechanical Engineer			
Electrical Engineer			
Instrumentation and Control Engineer			
Resident Engineer/Site Inspector			

5.0 BASIS OF EVALUATION

Proposals will be evaluated by the Town based on the information requested in Section 4.0 of these Terms of Reference. A score will be assigned to each category based on the following weighting.

	Maximum Score
Section a) - Size, location and description	5
Section b) - Similar projects	15
Section c) - Schedule	5
Section d) - Project Team	<u>15</u>
Total Maximum Score	40

6.0 BASIS OF REMUNERATION AND FORM OF AGREEMENT

Payment to the consulting engineer will be on a per diem basis with a schedule of hourly rates and maximum upset limit to be negotiated with the successful engineering firm. The form of agreement between the Town of Amherstburg and the successful engineering firm will be on the Professional Engineers of Ontario Standard Agreement for Professional Engineering Services with the scope of services as outlined in these Terms of Reference.

7.0 INSURANCE

The successful Consulting Engineering Firm will be required to provide proof of Professional Liability Insurance with a maximum coverage of not less than \$1,000,000 per occurrence.

8.0 DEADLINE FOR SUBMISSION OF PROPOSALS

Proposals must be submitted by no later than 12:00 p.m. local time on April 12, 1999 at the address below:

Corporation of the Town of Amherstburg
P. O. Box 159
271 Sandwich Street South
Amherstburg, Ontario
N9V 2Z3

Att. - Mr. David Mailloux, Clerk

Please submit ten (10) copies of the Proposal.

SCHEDULE 'B'

SUMMARY OF HOURLY RATES

SCHEDULE 'B'

SUMMARY OF HOURLY RATES

1. Key staff on normal assignments shall be in accordance with the following schedule

Name	Category	1999 Rate
Ed LaFontaine	Principal 2	\$110.00
Brad Thomas	Principal 2	\$102.00
Harold Horneck	Principal 2	\$102.00
Don Joudrey	Professional 8	\$ 95.00
Ken Madill	Professional 6	\$ 81.00

2. Other staff for normal assignment shall be in accordance with the following schedule:

Category	1999 Rate
Professional 1	\$50.00
Professional 2	\$55.00
Professional 3	\$60.00
Professional 4	\$66.00
Professional 5	\$72.00
Professional 6	\$81.00
Professional 7	\$90.00
Professional 8	\$95.00
Technician 1	\$40.00
Technician 2	\$45.00
Technician 3	\$50.00
Technician 4	\$55.00
Technologist 1	\$60.00
Technologist 2	\$66.00
Technologist 3	\$72.00
Technologist 4	\$81.00

SCHEDULE 'C'

ESTIMATED TOTAL ENGINEERING FEES

Engineering fees are typically separated into two categories depending on the type of work. Horizontal construction is usually considered "basic works" and includes watermains, sewers manholes and chambers. Vertical construction is usually considered "complex works" as it involves several disciplines of engineering including structural, electrical, mechanical, instrumentation, controls, environmental and civil. The complexity of the works necessitates a more intensive design effort and accordingly a higher fee. Complex works typically include treatment plants and pumping stations.

The Agreement covers the "complex works" including design and services during construction for the treatment plants and pumping stations. The "basic works" are covered under a separate Agreement that was previously executed.

For the purposes of estimating engineering fees, the cost of engineering services was compared to the cost of construction for several similar projects that were completed recently. The table below presents the cost of engineering services expressed as percentage of construction cost for the various phases of the engineering assignment:

Complex Works	
Design and Approvals	7.5%
Contract Administration	4.5%
Site Supervision	<u>4.0%</u>
Total	16.0%

The total estimated construction cost presented in the Environmental Study Report (ESR) for the Malden Sewage Works was \$8,349,000 that included \$5,696,500 associated with the "basic works" and \$2,652,500 associated with the "complex works". Using the percentages listed previously, the following summarizes the estimated engineering fee for each phase of the complex works covered under this Agreement.

Phase	Estimated Fee
Design and Approvals	\$198,940
Contract Administration	\$119,360
Site Supervision	<u>\$106,100</u>
Total	\$424,400

In addition to the foregoing, the works covered under this Agreement require engineering services outside the scope of a typical treatment plant design. These services are summarized as follows including an estimated engineering fee for each item:

1. Prepare Drainage Report for outlet of Amherst Point/Bar Point Treatment Plant including design of necessary pumping station modifications \$30,000
2. Operations Manual (as required by MOE Approval) \$30,000
3. Project Management including completion of grant advance requests, assist with property acquisition, cost assessment, etc. (approx. 1.0%) \$25,000

Based on the foregoing, the total estimated engineering fee is approximately \$509,400 for services covered under this Agreement. The Consulting Engineer shall inform the Town in writing if it becomes apparent that any of the foregoing estimated costs will be exceeded and will provide reasons for the increase in cost.