

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2003-41

**Being a By-law to authorize the signing of a Memorandum of Agreement
for Professional Consulting Services with CH2M Hill Limited**

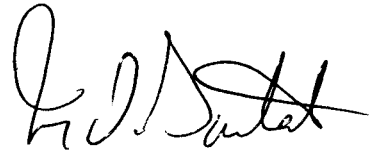
WHEREAS Council passed a resolution on September 9, 2002 authorizing CH2M Hill to proceed with the E.A. process for the expansion of the Amherstburg Water Treatment Plant and the construction of a waterline to Boblo Island at a cost of \$105,500.00 and;

WHEREAS CH2M Hill has prepared an agreement for Professional Consulting Services

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

1. That the Mayor and Clerk be authorized to sign the agreement attached to and forming part of this by-law, dated October 31, 2002 with CH2M Hill for Professional Consulting Services in relation to a Comprehensive Study of its water supply as detailed in the document titled Work Plan Amherstburg Water Supply – Comprehensive Environmental Assessment.
2. That this by-law should come into force upon the final passing thereof.

Read a first, second and third time and finally passed this 9th day of June, 2003.



MAYOR



CLERK

Certified to be a true copy of the
original By-law No. 2003-41 passed
on the 9th day of June, 2003.

Clerk

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

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

MEMORANDUM OF AGREEMENT dated the 31st day of October

A.D. 2002

-BETWEEN-

THE CORPORATION OF THE TOWN OF AMHERSTBURG

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

-AND-

CH2M HILL Canada Limited

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to complete a Comprehensive Environmental Study of its Water Supply as detailed in the document titled ***Work Plan Amherstburg Water Supply – Comprehensive Environmental Assessment*** prepared by CH2M HILL Canada Limited and attached hereto,

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 skilfully 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 practising 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 \$2,000,000 for general liability and \$1,000,000 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 \$1,000,000. 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 cancelled by the Consultant until sixty (60) days after written notice of such cancellation has been 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

ARTICLE 2 - SERVICES

2.1 Services to be Provided by the Consultant

Services to be provided by the consultant shall be those defined in the Consultant's *Work Plan Amherstburg Water Supply – Comprehensive Environmental Assessment* prepared by CH2M HILL Canada Limited and attached hereto,

2.2 Services to be Provided by the Client

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 Section 1.08.

- 1 Access to and, where necessary, copies of existing plans, profiles or other topographic information showing or pertaining to existing conditions within the Project area.
- 2 General direction of the Consultant in the provision of the Services and approvals from time to time as necessary during the currency of this Agreement.
- 3 Any information, Functional Study or Predesign Investigation undertaken for the Project or any adjoining property.
- 4 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 Project, as necessary to enable him to perform his services.
- 5 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 3 hereof, 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) The following formula shall be used to calculate the hourly salary for billing purposes. Hourly salary equals:

$$\frac{\text{Annual Salary}}{\text{Hours Per Week} \times 52 \times .85}$$

- 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 contributions, Workers' Compensation and Unemployment Insurance, but excludes bonuses or profit sharing. For the purposes of this agreement payroll burden in 2002 is 36.96%.

(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) 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.
- 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 for all staff shall be hourly rates based on job classification as follows:

Grade		Hourly Rate
P8	Professional Staff Grade 8	\$150.00
P7	Professional Staff Grade 7	\$135.00
P6	Professional Staff Grade 6	\$120.00
P5	Professional Staff Grade 5	\$105.00
P4	Professional Staff Grade 4	\$95.00
P3	Professional Staff Grade 3	\$85.00
P2	Professional Staff Grade 2	\$75.00
P1	Professional Staff Grade 1	\$65.00
T8	Technical Staff Grade 8	\$115.00
T7	Technical Staff Grade 7	\$105.00
T6	Technical Staff Grade 6	\$95.00
T5	Technical Staff Grade 5	\$85.00
T4	Technical Staff Grade 4	\$75.00
T3	Technical Staff Grade 3	\$65.00
T2	Technical Staff Grade 2	\$60.00
T1	Technical Staff Grade 1	\$55.00
Clerical		\$50.00

These rates will be reviewed annually and adjusted accordingly

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 Deleted

3.2.3 Deleted

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, outside printing and reproduction services, 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.

3.2.5 Information Technology and Reprographic Services

Information Technology and Reprographic (ITR) costs incurred by the Consultant shall be reimbursed at a standard charge rate of \$5.75 per labour hour expended. The assessment shall include all information technology resources, including; computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general-purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The ITR charge shall also include all regular in-house convenience copying and printing. Costs for reproducing specifications and drawing sets shall not be included in this rate.

3.2.6 Telecommunication Services

Telecommunication costs (COM) other than video-conferencing incurred by the Consultant shall be reimbursed at a standard charge rate of \$1.10 per labour hour expended. The assessment shall include in-house costs for use of telephone/telecommunication services (including maintenance and support), and facsimile transmissions.

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 18 percent (1.5 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

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.

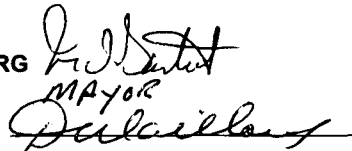
SIGNED AND DELIVERED

CH2M HILL CANADA LIMITED



Vice President, Water Business Group

THE CORPORATION OF THE TOWN OF AMHERSTBURG



MAYOR

Clerk

Work Plan

Amherstburg Water Supply – Comprehensive Class Environmental Assessment

The project is to review the immediate and long-term water supply requirements for Town through examination of the areas served by the Amherstburg and Boblo Island Water Treatment Plants and the capacity of these existing facilities to meet the immediate and long-term needs of the community. The project will follow the planning process for Schedule C Class Environmental Assessments (Class EA) projects described in the Municipal Engineers Association Municipal Class Environmental Assessment (June 2000).

Schedule C projects require the completion of the following four phases:

- Phase 1: Definition of the Problem
- Phase 2: Identification and Assessment of Alternative Solutions, and Selection of a Preferred Solution
- Phase 3: Identification and Assessment of Alternative Designs, and Development of the Preferred Design
- Phase 4: Preparation of an Environmental Study Report (ESR)

After the Environmental Study report (ESR) is completed, the Town may proceed with Phase 5 of the Class EA process, the implementation of the project.

Consultation with the public and government review agencies, including direction and input from the Town, is also a necessary and important component of the project.

Some key issues from the perspective of the EA have been identified:

- **Public and Agency Involvement:** It is very important to the Town to ensure that government agencies and the public have sufficient opportunity to provide input into the study. The Town's goal is to achieve a high level of public acceptance of the study, and maintain this through the design and construction stages. To achieve this goal, as well as meet the consultation requirements of the Class EA process, we are proposing a communication process that is highly visible to the general public and maximizes opportunities for participation on the part of the public and government review agencies. Public consultation activities proposed include notices, open houses and meetings with landowners and agencies.
- **Drinking Water Quality:** Any processes evaluated must meet the Ontario Regulations for Drinking Water Quality, and should also meet anticipated future regulations to ensure that the chosen option(s) remain viable for the longest time period. A balance between cost and quality must be maintained to fully meet current regulations while also providing Amherstburg with a long-term source of safe drinking water.

- Any capacity expansion could trigger the requirement for additional unit processes: MOEE regulations will likely require solids handling and filter to waste capability from each filter as part of any capacity expansion.
- Treatment Technologies: The EA will weigh the advantages and disadvantages of each method of treatment for the various required processes to quickly narrow the possibilities. These will be further evaluated in detail based on criteria agreed upon by the Town and through public input.
- Abandonment of the existing Boblo Island Water Treatment Plant: The decommissioning of the existing plant and the removal of the existing intake pipe from the Livingston Channel of the Detroit River will be examined, potential impacts determined and methods of mitigating any impacts evaluated.
- Potential River Crossings: Options for crossing the Livingston channel of Detroit River with a water main to supply Boblo Island will be examined in detail, with a recommended alternative developed.

Phase 1: Identification of the Problem and Review of Existing Conditions

Objectives

Confirm EA scope and schedule

- Identify, collect and analyze available background information, including input from the Town on issues to be considered in the EA
- Define the EA problem statement
- Develop study communication protocols
- Initiate public and agency consultation

Description

The Class EA will be initiated at a meeting with key Town staff to confirm the proposed scope of work, schedule, project milestones, communications protocols, information requirements and expectations of the Town.

It is expected that we will prepare a notice of commencement for publication in local newspapers as a first step in communicating with the general public. The notice will serve to introduce the study and provide a brief explanation of the key activities. A contact name and phone number will be included as well as a location map, if necessary. We will establish a mailing list from the responses received as a result of the notice publication.

We will also prepare a letter of notification to review agencies to request preliminary comments on the Class EA scope of work and will maintain an agency mailing list for subsequent notification.

As well, we will confirm whether there will be a federal funding component for the project (e.g., through SuperBuild), whether there is the potential to affect fish or fish habitat or the potential to affect the navigability of a water body. Either of which would require the project to undergo a screening under the Canadian Environmental Assessment Act (CEAA).

It is expected that this will be required and accordingly, the CEAA screening process will be undertaken as part of the Class EA process.

Phase 2: Identification and Assessment of Alternatives

Objectives

- Identify and evaluate alternative solutions to the identified problem, including planning, servicing and treatment alternatives
- Develop evaluation criteria
- Inventory and describe existing conditions (technical, economic, social and environmental)
- Consult with the public (Open House #1)
- Modify the recommended solution based on comments received and finalize it

Description

We will base the review on information assembled through review and analysis of existing documents, plant visits, biological inventory of significant natural features, and discussions with the Town and plant operating staff. The data collection activities will be documented in the ESR and will serve to establish the existing conditions within the study area and its immediate vicinity. This information is key to identifying the potential impacts that may be associated with the alternative solutions. Specific activities associated with these tasks are presented as follows:

Inventory Existing Conditions

Identifying the impacts of alternative solutions requires that the existing conditions in the study area be specified. Having completed the Engineer's Reports for both Amherstburg and Boblo Islands Water Treatment Plants we have a good understanding of the Town's water treatment systems. We will collect further information through review of existing documents, site visits, and discussions with the Town and plant operating staff.

Identification and Evaluation of Planning Alternatives

It is important at this stage to develop a list of planning alternatives for consideration. Potential planning alternatives could include (but are not limited to) water efficiency, public communication, a leak detection program, combining upgrading or replacing the existing WTPs, etc. We plan to discuss with the Town early in the process any and all other alternatives that should be considered.

Existing information on water usage, the Town's programs and policies (e.g. leak detection, public communication), plant processes and water quality, will be utilized to describe the usefulness of the planning solutions. Recommendations with respect to effectiveness will be made based on existing information on Amherstburg treatment systems and programs / policies, an alternative's ability to meet regulations, and input from the Town. We will also base our recommendations on previous experience and knowledge of similar distribution and treatment systems (e.g. water usage will be compared with other similar municipalities to identify the effectiveness of potential water efficiency initiatives for Amherstburg).

Identification and Evaluation of Upgrade / Expansion Alternatives

Alternatives for activities within the scope of work will be assessed based on technical, environmental, and cost considerations. These activities will include increasing the capacity of the plant(s) and providing water supply to Boblo Island from the mainland and decommission the existing Boblo Island Plant. Options for treating backwash wastewater

and filter to waste capability from each filter for the Amherstburg plant will be examined based on technology suitability, cost and environmental impacts.

Decommissioning of the existing Boblo Island plant and the removal of its supply intake will be examined, potential impacts determined and methods of mitigating any impacts evaluated.

Alternative methods for crossing the Livingston Channel of the Detroit River with a new water main will be examined, with a recommended method to be developed.

With input from the Town, we will develop evaluation criteria to be used in assessing potential alternatives and the impacts they may have. Specific criteria will be grouped into the broad categories of technical, environmental, social and economic considerations. Based on an analysis of potential impacts for each of these criteria and mitigation measures that must be undertaken, a recommended solution will be developed.

Public Open House #1

Under the direction of the Town, we will prepare for and attend an open house to present the work completed to the point of the identification of planning alternatives. This will include the preparation of a series of display panels summarizing the problem statement, field investigations and alternatives assessment. We will prepare an information bulletin, comment sheet and registration sheet, as well as the newspaper notice for publication, and will mail a copy of the notice to those on the mailing list. All materials prepared for the open house will be provided to the Town in draft form for approval prior to production. We will also prepare and mail out letters explaining the project to government approval agencies to begin the agency liaison process.

Our local engineer and environmental planner will attend the open house. Following this, we will compile the comments and input received from the open house and review agencies, and prepare a summary memo of the issues and concerns identified and proposed action items. The Town will review the issues prior to the finalizing of the preferred solution.

Meetings with Approval Agencies and Local Landowners

Two meetings are anticipated at this stage, one with local landowners to receive input and another with government approval agencies

Phase 3: Assessment of Alternative Design Concepts

Objectives

- Identify and evaluate alternative design concepts
- Develop a recommended site layout(s) and design concept(s), including methods for mitigating possible impacts
- Consult with the Public (Public Open House #2)
- Confirm the recommended site layout(s) and design concept(s)

Description

Identification and Evaluation of Alternatives and Design Concepts

For the preferred solution(s), we will identify feasible alternative design concepts for evaluation. The alternative design concepts will be evaluated for their relative technical, environmental, social and economic considerations.

Development of the Recommended Design Concept(s)

A recommended layout and design concept will be developed for each preferred solution or significant component of the preferred solution, with mitigation measures specified.

Public Open House #2

Endorsement of the recommended design concept(s) will be sought, in part, by the input received through a second open house. The purpose of this open house will be to present the steps undertaken to arrive at the recommended solution(s), and it will again be attended by key staff. All materials prepared for the open house will be provided to the Town in draft format for approval prior to production.

Meetings with Approval Agencies and Local Landowners

Three meetings are anticipated in this stage, to be undertaken with stakeholders as required.

Phase 4: Documentation

Objectives

- Prepare and file the Environmental Study Report
- Consult with public (Notice of Completion and public review period)
- Respond to formally raised issues and concerns
- Successfully complete the Comprehensive Class EA

Description

Once the recommended solution(s) is/are confirmed, we will develop the ESR, to which will be appended a summary of consultation activities, agency correspondence, presentation materials, and stakeholder consultation. A draft of the ESR will be prepared for review by the Town.

We will prepare a Notice of Completion to be published in local newspapers. At the conclusion of the 30-day review period, we will prepare a memo summarizing the activities during the review period and any commitments of follow-up actions that may be required by the Town.

Schedule

A draft project schedule is attached as Appendix 1.

The estimate duration of the project is 39 weeks.

Budget Estimate

A complete cost estimate is attached as Appendix 2.

The scope of Class Environmental Assessments sometimes changes during the process as a result of input from the public and government agencies, the need to address unanticipated concerns, or as a result of unexpected environmental impacts. It is requested that the City have available contingency funds to cover potential changes in the scope of services, where

warranted. An allowance of \$10,000 for contingency is included in the proposed budget. Work will not be completed on a contingency basis without the prior approval of the Town.

A summary follows:

\$ 95,500	Price for services proposed
\$ 10,000	Suggested Contingency
\$ 105,500	TOTAL BUDGET

