

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2018-04

By-law to enter into an Agreement with Stantec Consulting Ltd. to provide the Engineering Services for the Southeast Quadrant Class Environmental Assessment

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.

AND WHEREAS under Section 8(1) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the Council of The Corporation of the Town of Amherstburg deems it expedient to enter into an agreement with Stantec Consulting Ltd. to provide the Engineering Services for the Southeast Quadrant Class Environmental Assessment

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

1. That the Council of The Corporation of the Town of Amherstburg agrees to enter into the contract as attached hereto as Schedule "A" to this By-law.
2. That the Mayor and Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of Town of Amherstburg.
3. This By-law shall come into force and take effect immediately upon the final passing thereof.

Read a first, second and third time and finally passed this 22th day of January, 2018.



MAYOR – ALDO DICARLO



MUNICIPAL CLERK – PAULA PARKER

AGREEMENT

THIS AGREEMENT made in triplicate this 22th day of January, 2018

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part.

AND

Stantec Consulting Ltd.

(hereinafter called the Consultant) of the second part.

WHEREAS the Corporation is desirous that certain services should be provided for the implementation of:

ENGINEERING SERVICES - SOUTHEAST QUADRANT SERVICING CLASS ENVIRONMENTAL ASSESSMENT

In the Town of Amherstburg and has accepted a Proposal by the Consultant for this purpose.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

The Consultant hereby covenants and agrees to provide all and every kind of labour and materials for, and to undertake and complete in strict accordance with his Proposal dated the:

11st day of December, 2017

And the Consultant Documents are annexed hereto and form part of this Agreement to the same extent as fully embodied herein, the provision of the above noted works for the sum of:

Two Hundred and Twenty Five Thousand Dollars (\$ 225,000.00) excluding H.S.T.

The estimated total cost of the effort to deliver the scope described above, excluding applicable taxes. Invoices will be billed based on the actual effort expended, with monthly invoicing on a time and materials basis for services rendered plus reimbursable expenses, not to exceed the upset limit without the Town's prior approval of a budget increase due to a change in scope of work.

The Consultant further covenants and agrees to undertake and complete the said work in a customarily accepted professional standard under the supervision and direction and to the reasonable satisfaction of the Town of Amherstburg Engineering and Public Works Department acting reasonably within the specified time in his Quotation.

The Consultant further covenants and agrees that he will at all times, indemnify and save harmless, the Corporation of the Town of Amherstburg along with their respective officers and servants, from and against all loss and damages which may be made or brought against the above listed to the proportionate extent caused by the negligent acts, omissions or willful misconduct of the Consultant, its servants, agents or employees.

In the event that the Consultant fails to commence correction of any non-performance or negligent performance of this Agreement within five (5) days of receiving written notice thereof, the Corporation of the Town of Amherstburg may terminate this Agreement forthwith.

Either party may terminate this Agreement without cause on sixty (60) days written notice to the other.

The liability of the Corporation of the Town of Amherstburg shall be limited to payment for all authorized work performed to the termination date, less the reasonable costs of correcting or performing the said work. Neither party shall in any event, be liable to the other for any consequential damages or other costs related to the termination of this Agreement.

The Consultant is not responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the Consultant. In any such event, the Consultant's contract price and schedule shall be equitably adjusted.

The Consultant covenants that throughout the Term, it shall take out and keep in full force and effect, or cause to be taken out and kept in full force and effect at the Consultant's cost:

(a) Commercial General Liability insurance in respect of the Lands and the Works contained therein against claims for personal injury, death, property damage or loss, indemnifying and protecting the Requestor and the Town to the inclusive limit of not less than Five Million Dollars (\$5,000,000.00). A Certificate of Insurance indicating the required coverage and additional insured requirements will be delivered to the Town prior to the commencement of the Works.

Such policies shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material alteration is given by the insurers to the Town at least thirty (30) business days before the effective date thereof.

The Corporation hereby covenants and agrees that if the said Work is duly and properly executed and materials are provided as aforesaid, and if the said Consultant carries out, performs and observes all of the requirements and conditions of this Agreement, the Corporation will pay to the Consultant, the price set forth in his Quotation, such payment or


payments to be made in accordance with the provisions of the General Conditions of the Contract to above.

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals, if any, duly attested by the signature of their proper officers in that behalf, respectively.



WITNESS AS TO SIGNATURE OF
CONSULTANT



Consultant's Signature and Seal

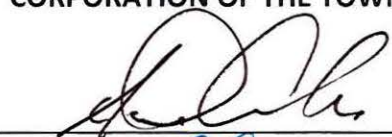
STANTEC CONSULTING LTD.
Consultant's Name

100-140 OUELLETTE PLACE, WINDSOR, ON N8X 1L9
Consultant's address


CORPORATION OF THE TOWN OF AMHERSTBURG



WITNESS AS TO SIGNATURE OF
CORPORATION



Aldo DiCarlo - Mayor



Paula Parker - Clerk



Stantec Consulting Ltd.
140 Ouellette Place, Suite 100
Windsor, Ontario N8X 1L9
Tel: (519) 966-2250
Fax: (519) 966-5523

December 11, 2017
File: 165681082-004

The Corporation of the Town of Amherstburg
512 Sandwich Street South
Amherstburg, Ontario, N9V 3R2

Attention: Mr. Todd Hewitt
Manager of Engineering & Operations

Dear Todd,

Reference: Proposal for Engineering Services
Amherstburg Southeast Quadrant Servicing - Class EA

We are pleased to submit our proposal for engineering services for the above referenced project.

UNDERSTANDING OF ASSIGNMENT

The intent of this project is to carry out a Class Environmental Assessment to provide both sewage and water supply infrastructure to service new developments within the areas making up the Town of Amherstburg's (Town) southeast quadrant as presented in Figure 1.

The scope of this assignment is to consist of the following:

Prepare a Municipal Class Environmental Assessment (Class EA) to service the Town's Southeast Quadrant with sewage and water supply infrastructure in accordance with the requirements of the Ontario Environmental Assessment Act and Municipal Engineers Association Municipal Class Environmental Assessment Process (MEACEAP).

Our proposal has been prepared on the assumption that the Class EA is carried out as a Schedule "B" activity with the completion of Phase's 1 & 2 of the Class EA process.

It is our understanding that the above Class EA is to be completed in a timely fashion to facilitate the development and servicing of vacant lands within the southeast quadrant under Phase V and beyond both in the near and long term.

To achieve this objective, Stantec is to commence work on the Class EA immediately following the execution of a Professional Services Agreement. It is anticipated that the Class EA can be completed by September of 2018 assuming reasonable and timely input and review comments from all stakeholders as well as no Part II Order requests. The key factor for timely completion of this Class EA is anticipated to be weather related conditions which will dictate when several field assessments including surveys, studies, etc. can be undertaken and completed.

SCOPE OF SERVICES & WORK PLAN

The following scope of services and work plan is proposed for this assignment.

1. Project Setup

1. Project initiation meeting with Town including:
 - a. Confirmation on scope of work and adjust as required;
 - b. Discussion of project schedule;
 - c. Preparation of meeting minutes.
2. Preparation of project implementation plan (PIP) and review detailed scope of services with Town.



December 11, 2017

Mr. Todd Hewitt

Manager of Engineering & Operations

Page 2 of 10

**Reference: Proposal for Engineering Services
Amherstburg Southeast Quadrant Servicing - Class EA**

2. Phase 1 of MEACEA Process

Phase 1 of the Class EA process involves the development, evaluation and establishment of the problem statement(s) including:

1. Review existing reports/studies and data collection;
2. Identify review agencies/stakeholders (railways, regulatory agencies, businesses, First Nations, property owners, etc.);
3. Prepare Notice of Commencement and advertise. The Town will be responsible for all advertisements of the notice in any fashion such as mailings, newspapers, websites, etc. including all fees and expenses associated with the advertisements.
4. Define Problem/Opportunity.

3. Phase 2 of the MEACEA Process

Phase 2 of the Class EA process involves identifying and evaluating alternative solutions to address the problem statement(s) and evaluating and establishing the preferred solution(s) including:

1. Identifying alternative solutions to the problem;
 - a. Default - "Do Nothing" alternative;
 - b. Sewage - Consideration of two (2) alternatives for sewage servicing plans of the Study Area;
 - c. Water - Consideration of two (2) alternatives for water servicing plans of the Study Area;
2. Environmental Inventory review;
 - a. Existing/Future Land Use - in concert with the Town's Planning Department, Stantec to review Official Plan Zoning By-laws, development applications, etc., to establish existing and future land uses within study area;
 - b. Natural Environment;
 - i. Terrestrial Habitat (vegetation and wildlife):
 - Collect and review available background information for study area including data obtained via consultation with Ministry of Natural Resources and Forestry (MNRF), Essex Region Conservation Authority (ERCA), and Town of Amherstburg. Data to also be compiled from a variety of secondary sources, including Land Information Ontario (LIO) database, Natural Heritage Information Centre (NHIC) database, Species at Risk Ontario List and various wildlife atlases.
 - Conduct field investigations consisting of single season visits to document presence/absence of species at risk and provincially rare plant species, and also conduct habitat assessments using standard protocols such as Ecological Land Classification and the Significant Wildlife Habitat Technical Guide and supporting EcoRegion Criteria Schedules.
 - Prepare standalone technical memorandum to summarize existing conditions and evaluation of relative sensitivities and significance. Memorandum to compile natural heritage data on georeferenced plans in GIS environment including sensitive and significant features. Provide recommendations on mitigating impacts to species at risk or other sensitive environmental features while identifying regulatory requirements. Potential regulatory requirements may include mitigation or authorization requirements under the Endangered Species Act, Migratory Birds Convention Act, or ERCA regulation.



December 11, 2017
Mr. Todd Hewitt
Manager of Engineering & Operations
Page 3 of 10

**Reference: Proposal for Engineering Services
Amherstburg Southeast Quadrant Servicing - Class EA**

ii. Fisheries Habitat/Aquatic Resources;

Based on a preliminary review of Essex Region Conservation Authority mapping and the 2005 Fish Habitat Management Plan (ERCA), there is only one (1) currently identified fish habitat area within the study area; that being Big Creek. There are municipal drains located within the ERCA Regulation Limit as follows:

- Norbury Drain, running westerly and northerly adjacent to the Amherst Quarries lands
- Second Concession Road Drain, running parallel to the east side of Fryer Street
- Second Concession Road Drain South, running southeasterly through the study area from Fryer Street to Big Creek
- Lebert Drain, running parallel to the west side of Second Concession South

The work plan associated with Big Creek and these drains currently includes:

- Review of background information for these drain features to determine if any fish habitat issues have previously been identified
- Contact with ERCA staff to discuss any concerns related to these drain features
- Documentation of any background information/issues in the EA report
- Provision of recommendations for mitigation related to construction of the preferred alternative

Should consultations with ERCA identify concerns related to Big Creek or drain features and ERCA recommends that a fisheries inventory is to be completed, then this work would be considered extra and not included in our proposal and Stantec can provide a quotation to complete such an assessment at that time.

iii. Contamination Overview Study (COS);

- The COS is to be comprised of a modified Phase 1 Environmental Site Assessment (ESA). This is to include a review of publicly available historical records pertaining to potential environmental concerns, completion of a site visit (which includes a windshield survey to verify information gathered in the review of historical records), and the preparation of a report to document the findings. The study is to deviate from a Phase 1 ESA as outlined in CSA Z768-01 in that it will not include building assessments or individual walk-throughs of any property, fire insurance plans will not be ordered, and city directories will not be assessed. Additionally, interviews with individual landowners will not be completed as part of the site reconnaissance; however, available Town personnel familiar with the study area may be interviewed as part of the assessment process. Lastly, requests will not be made to the Ontario Ministry of the Environment and Climate Change (MOECC) for information they have on file for the properties within the study area. Stantec will rely on obtaining this information by requesting a database search of the COS study area from Ecolog Environmental Risk Information Services (ERIS).
- Stantec is to subcontract and engage ERIS to search a variety of databases containing information relevant to the assessment of potential environmental concerns. It is assumed that one ERIS report will be obtained encompassing the study area presented in Figure 1. Further, Stantec is to review in-house historical aerial photographs, in-house fire insurance plans (if available), online aerial imagery (e.g., Google Earth™), Google Street View™, and available previously completed environmental site assessment reports for the work construction areas as part of the historical review. In addition, an allowance has been provided for the purchase of



December 11, 2017
Mr. Todd Hewitt
Manager of Engineering & Operations
Page 4 of 10

**Reference: Proposal for Engineering Services
Amherstburg Southeast Quadrant Servicing - Class EA**

approximately two (2) historical aerial photographs, if required, from the National Air Photo Library.

- The site visit is to be a windshield survey and therefore both the subject site and the adjoining properties are to be viewed from publicly accessible roadways that in some cases may not be safe to step on. Therefore, due to obstructions of view or access restrictions imposed by working on or near an operational roadway, the presence of some potentially contaminating land uses might not be confirmed or determined within certain locations during the site visit. The site visit assessment is to be limited to areas visible from accessible locations.
- Services are to include COS described above to identify and document actual and potential sources of contamination within or adjacent to the study limits. At this time, no provision has been made for the inclusion of any scope of work for an excess materials management plan (EMMP), Phase I or II Environmental Site Assessments (ESAs), or a designated substance survey (DSS). Recommendations on the need for these additional assessments can be provided to the Town following completion of the COS, some of which, could potentially be combined with geotechnical investigations required for construction of the works.

c. Social Environment;

i. The access needs of residents and emergency services are to be assessed.

ii. Noise Assessment

Stantec to undertake a noise assessment for the recommended solution based on MOECC's Environmental Guide for Noise document (NPC-300) to determine the need for noise attenuation measures. A noise report is to be prepared detailing the results of the analysis and conceptual details of recommended mitigation measures (if any).

The following steps are to be undertaken:

- Data Collection and Review - Review of available data including existing receptors, planned sources of noise onsite, and zoning of adjacent lands, and operating scenario. Acoustical assessments are to be based on preliminary drawings developed as part of the Class EA.
- Modelling - The potential acoustical effect at the receptors are to be established through a modelling approach approved by MOECC. The assessment would establish criteria for current and future conditions and noise control requirements determined and compliance established.
- Mitigation Design - If the acoustic impact were to exceed the permissible limit at receptors, then the acoustical team are to discuss potential mitigation measures and their feasibility.
- Noise Assessment Report - A noise assessment report is to be prepared, detailing the analysis, modelling and results of the acoustic assessment. This report is to detail the mitigation measures required, its design, and its technical feasibility.

iii. Air Assessment

Due to the nature of the subject works, we have assumed that a full air quality assessment will not be required and not included in our proposal as the expected air quality impacts are anticipated to be minor. However, Stantec will provide recommendations in the Class EA report for localized mitigation measures to be implemented to minimize any potential



**Reference: Proposal for Engineering Services
Amherstburg Southeast Quadrant Servicing - Class EA**

impacts on ambient air quality from pumping stations, forcemain air-release chambers, and construction emissions.

iv. Aesthetics

Stantec is to provide commentary on building materials to be used in the construction of any sewage pumping station(s) with regards to conformance with local development standards and proposed developments in vicinity of said stations.

d. Cultural Environment:

i. Archeological Assessment

The objective of the Stage 1 archaeological assessment will be to gather information about the study area's geography, history, current land conditions and any previous archaeological research within the vicinity. This assessment will provide a description and detailed evaluation of all features of archaeological potential noted for the project. The Stage 1 archaeological assessment is to be completed according to specifications of the Ministry of Tourism, Culture and Sport's (MTCS) 2011 Standards and Guidelines for Consultant Archaeologists (Government of Ontario 2011) and is to include the following tasks:

- Review of relevant archaeological, historic and environmental literature pertaining to the project and study area;
- Review of an updated listing of archaeological sites from the MTCS's Archaeological Sites Database; and
- Review of historic maps of the study area.

The Stage 1 archaeological assessment will be used to determine the archaeological potential of the area proposed to be impacted by construction. The Stage 1 assessment will also identify any areas within the study area that have been subject to extensive and deep land alterations (disturbances) that have eradicated any potential for the identification and documentation of archaeological resources.

The information gathered during the Stage 1 archaeological assessment is then be used to recommend further archaeological work, as applicable, in the form of a Stage 2 archaeological assessment. From a preliminary review of the study area and readily available data, it is our opinion that a Stage 2 archaeological assessment will be necessary. Hence, an allowance has been included in our proposal to carry out a Stage 2 archaeological assessment.

The Stage 2 archaeological assessment is to consist of a physical survey of the study area using a mix of survey methodology based on terrain, including test pit survey method at five and ten meter intervals (where applicable), as well as pedestrian survey at five meter intervals. It will be important that the proponent arranges to have all agricultural lands and any accessible lands ploughed in advance of the archaeological assessment. The MTCS standards require that all agricultural and accessible land be recently ploughed and sufficiently weathered to improve the visibility of archaeological resources. For any areas which are inaccessible for ploughing, or linear corridors that are 10 meters wide or less within agricultural fields, the physical survey of the study area is to consist of the test pit survey method at a five-meter intervals. For areas within municipal right-of-way's adjacent to urban developments, the physical survey is to consist of the test pit survey method at



December 11, 2017
Mr. Todd Hewitt
Manager of Engineering & Operations
Page 6 of 10

**Reference: Proposal for Engineering Services
Amherstburg Southeast Quadrant Servicing - Class EA**

ten-meter intervals to confirm modern disturbance. If modern disturbances are not observed, the survey will move to five meter intervals.

Areas of significant disturbance such as existing buildings and laneways, or areas of previous earth-moving activities and disturbance will not require an assessment but will be photo documented in accordance with MTCS stipulations. Moreover, areas that are deemed to be steeply sloped (e.g. greater than 200) will also not require an assessment but will be photo documented in accordance with MTCS stipulations.

The resultant report is to provide recommendations as to whether additional Stage 3 archaeological assessment is required. A Stage 3 archaeological assessment falls outside of the present scope of work and has not included in our proposal.

Should a Stage 3 archaeological assessment be required, Stantec can provide a proposal and price to carry out the assessment to the Town at that time.

ii. Heritage

A Cultural Heritage Assessment Report (CHAR) is to be undertaken to identify and evaluate potential built and cultural heritage landscape resources within the Study Area.

The CHAR is to include an inventory of previously identified protected properties within the Study Area (if any) and an inventory of potential heritage resources over 40 years of age, including both built heritage resources and cultural heritage landscapes, to satisfy the Ministry of Tourism, Culture and Sport (MTCS) Criteria for Evaluating Potential for Built Heritage Resources and Cultural Heritage Landscapes checklist.

Municipal planning staff are to be consulted to determine the presence of protected or previously identified heritage resources in the study area (if any). Provincial agencies including the Ontario Heritage Trust and MTCS are to be consulted to determine the presence of any additional protected properties within the study area.

A background history of the study area is to be prepared and supplemented by a site visit where a windshield survey is to be completed to identify potential heritage resources using the nationally accepted 40-year threshold for identification. Following this, each potential heritage resource is to be assessed according to Ontario Regulation 9/06 to determine cultural heritage value or interest. Where impacts may be anticipated, the CHAR is to identify recommendations for mitigation strategies to avoid or reduce adverse impacts on cultural heritage resources. Recommendations are to be made to avoid or mitigate those impacts based on the Ministry of Tourism, Culture and Sport's InfoSheet #5: Heritage Impact Assessments and Conservation Plans from the Heritage Resources in the Land Use Planning Process Cultural Heritage and Archaeology Policies of the Ontario Provincial Policy Statement, 2005, as required.

e. Economic Environment

Any economic impact that results from this project is to be examined and considered part of the overall assessment, including any changes in land use as well as costs of construction of the improvements, property costs and maintenance costs.

f. First Nations

Through communications with various First Nations indigenous groups, Stantec to inventory all lands, treaty rights and land claims within the study area.

While not a requirement during Stage 1 and Stage 2 archaeological assessments, the MTCS recommends beginning Aboriginal engagement early on in the assessment process as it has



December 11, 2017
Mr. Todd Hewitt
Manager of Engineering & Operations
Page 7 of 10

**Reference: Proposal for Engineering Services
Amherstburg Southeast Quadrant Servicing - Class EA**

been Stantec's archaeological team's experience that early engagement with First Nations is beneficial. Stantec recommends integrating the process of Aboriginal engagement for the archaeological program with the wider Aboriginal consultation process in place for the project.

Typically, the engagement would include notification to interested communities of any upcoming archaeological field work as well as requesting First Nations monitors to join our archaeological crews during the survey, excavation, and strategy formulation processes. No allowance for the arrangement for the presence and payment of First Nations monitors has been included in our proposal as part of the Stage 1-2 archaeological assessment works proposed herein. Any Aboriginal engagement practices conducted during the course of the project are to comply with the MTCS's 2011 Standards and Guidelines for Consultant Archaeologists and the draft technical bulletin on Engaging Aboriginal Communities in Archaeology.

Should the Town wish to pursue supplementary Aboriginal consultation as recommended by Stantec as part of the archaeological assessments, then the subsequent additional scope of work including a schedule and price is to be discussed with the Town.

3. Evaluation of Alternative Solutions

An evaluation matrix is to be developed indicating benefits and disadvantages of each alternative solution with respect to evaluation criteria. Potential criteria considered for evaluation matrix include Engineering (traffic safety considerations, construction staging), Social Environment (pedestrian/cyclist access, recreation, noise, compatibility with the town's land use and transportation policies), Natural Environment (terrestrial habitat and vegetation), Financial (construction and engineering costs), Property impacts, etc.

4. Establish recommended alternative solution(s);
5. Determine potential environmental impacts and mitigation measures;
6. Prepare conceptual drawings/sketches;
7. Prepare conceptual opinions of probable capital & construction costs;
8. Preparation and coordination of one (1) public information center (PIC), excluding all advertising and venue costs; document consultation procedures and feedback received;
9. Completion of Class Environmental Assessment Project File Report and review with Town;
10. Present Class EA Report to Town Council and obtain authorization to proceed to Notice of completion.
11. Prepare and coordinate advertisement of Notice of Completion with Town; address comments within prescribed 30-day review period. The Town will be responsible for all advertisements of the notice in any fashion such as mailings, newspapers, websites, etc. including all fees and expenses associated with the advertisements.
12. Finalize Class EA report based on feedback and file with the Town for Council adoption.



December 11, 2017
Mr. Todd Hewitt
Manager of Engineering & Operations
Page 8 of 10

**Reference: Proposal for Engineering Services
Amherstburg Southeast Quadrant Servicing - Class EA**

EXCLUSIONS

General

- One consolidated set of review comments from the Town on the draft report.
- It is assumed one review by the Town prior to finalizing the report.
- G-Tel locates.
- Advertising costs for Notices and PIC.
- PIC venue costs.

Terrestrial Habitat

- Scope only includes a desktop review of the Study Area and single season field investigations to confirm features.
- No more than three field days for investigation.
- No targeted wildlife surveys, including surveys for Species at Risk and rare species.
- No tree inventories.
- Additional study and authorization requirements under the Endangered Species Act will be identified; however, submission of an Information Gathering Form or application under the Act are excluded.

Fisheries Habitat/Aquatic Resources

- Field work to consist of a single season visit to an estimated six (6) watercourse crossings.
- Watercourse crossings are accessible and, where necessary, permission to access crossings will be secured by the Town.
- No Species at Risk (SAR) permitting will be required.
- No Department of Fisheries and Oceans (DFO) Request for Review will be required.

Contamination Overview Study

- No Phase I or II ESA, DSS, or EMMP are required to be completed. If required, separate cost estimates and work programs will be presented to the Town for consideration.
- No environmental soil or groundwater sampling or building material sampling will be conducted as part of the currently proposed work program. After completion of the COS, a separate cost estimate and work program could be presented to the Town for these tasks (if required).
- No more than one (1) previously existing environmental report for the project will be reviewed as part of the COS.

Noise Assessments

- No ambient sound or vibration measurements.
- No vibration assessment.
- No more than one (1) assessment of one alternative.

Archeological/Heritage Assessments

- It is assumed that clear and unfettered access to the study area will be granted or be able to be secured by the Town on behalf of Stantec.
- Conditions detrimental to the identification and documentation of areas of archaeological potential, including snow covered ground, crop overburden, heavy rains, etc., will delay the Stage 1 and Stage 2 property inspections. The property inspections will be conducted when, in Stantec's opinion, the ground conditions will meet the MTCS' stipulations. Stantec will not be held responsible for any delays or costs associated with such delays caused by detrimental field conditions.
- Stantec will not be held responsible for any delays or additional costs associated with delays or changes in the methodological approach resulting from First Nations issues. Should methodological



December 11, 2017
Mr. Todd Hewitt
Manager of Engineering & Operations
Page 9 of 10

**Reference: Proposal for Engineering Services
Amherstburg Southeast Quadrant Servicing - Class EA**

changes arise as a result of First Nations involvement, a change in scope and budget may be required and will be prepared in consultation with the Town.

- No more than one (1) MTCS revision to all archaeological assessment reports. If the MTCS requires extra edits outside of MTCS' standard practice, a change of scope in work and budget may be needed and will be prepared by Stantec in consultation with the Town.
- Every archaeological investigation involves the risk of encountering human remains. If human remains are uncovered, Stantec will inform the client immediately and all archaeological work being conducted at the site in question will cease until such time the required approvals are in place to allow the resumption of the investigations. Stantec will not be held responsible in any way for delays or additional costs associated with the discovery of human remains.

ENGINEERING FEES

The following is our proposed budget engineering fee based on our understanding of this assignment and our proposed work plan.

Class EA Phase 1 Assessment	\$ 30,000
Class EA Phase 2 Assessment	\$ 169,000
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Sub-Total Professional Fees	\$ 199,000
8% Flat Rate Disbursement	\$ 16,000
Major Expenses	\$ 10,000
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Total Budget Engineering Fee (HST Exclusive)	\$ 225,000

The engineering budget fee established for this assignment is largely based on our experience on similar projects. This fee is to be reviewed at each project meeting and adjustments made to the execution of the assignment as required to maintain the fee. Any clear changes or deviations in the scope of the work is to be identified and discussed with the Town as they occur and the fee revised to suit if needed.

Professional fees shown are in Canadian dollars for engineering work related to the scope of work outlined herein. Minor expenses, including mileage, incidental printing costs, communications and general office expenses are covered under the Flat Rate Disbursement. The above fees are to be viewed as an upset budget limit for the engineering services outlined in this proposal. Work is to be invoiced on an hourly basis for the actual time effort necessary to carry out the assignment up to the upset budget amount.

The above total budget engineering fee does not include any allowance and/or costs for engaging specialty consultants to carry out any specialty work such as surveying, geotechnical investigations/testing, noise reports, environmental studies, etc. other than what has been included herein. Should any significant and/or unforeseen project specific expenses arise during the project which is not covered under this proposal, then the Town will reimburse Stantec for the total cost of the expense plus 10% markup.

Also note that the above total budget engineering fee does not include any allowance for advertising costs nor for any applications required by any regulatory agency. Fees related to permits and approvals have not been included in our fee and will be the responsibility of and at the total expense of the Town. It is understood that the Town will directly engage and pay for the local survey firm of VSHHB to carry out any survey work required for the project.

Geotechnical investigations are anticipated to be needed to carry out the assignment. It is understood that the Town will directly engage and pay the firm of Golder to carry out any geotechnical investigations identified as being required to complete the Class EA.



December 11, 2017
Mr. Todd Hewitt
Manager of Engineering & Operations
Page 10 of 10

**Reference: Proposal for Engineering Services
Amherstburg Southeast Quadrant Servicing - Class EA**

Overall, should it become apparent that the scope of work expands beyond that identified in this proposal and additional engineering services will be required to ensure the successful completion of this assignment; then Stantec shall advise and request authorization from the Town prior to proceeding with any additional work and the associated additional fees negotiated.

We trust that you will find our proposal fully meets your needs. We are prepared to commence work immediately upon the execution of a mutually acceptable professional services agreement. Please contact me directly should you have any questions or require additional information.

Sincerely yours,

STANTEC CONSULTING LTD.

Clarence Jubenville, P.Eng.
Associate & Project Manager
Phone: (519) 966-2250 Ext. 241
Fax: (519) 966-5523
clarence.jubenville@stantec.com

Tony Berardi, P. Eng.
Principal & Sector Leader
Phone: (519) 966-2250 Ext. 255
Fax: (519) 966-5523
tony.berardi@stantec.com

Attachment – Figure 1



200, 1167 Kensington Crescent NW Calgary AB T2N 1X7
 T 403-451-4132 | 1-888-451-4132 | F. 403-313-3365

STANTEC CONSULTING LTD
 15 SOL-SOL-PC-17-07717

THIS IS TO CERTIFY TO:

CORPORATION OF THE TOWN OF AMHERSTBURG
512 Sandwich St. South
Amherstburg, ON N9V 3R2

that the following described policy(ies) or cover note(s) in force at this date have been affected to cover as shown below:

NAMED INSURED: **STANTEC CONSULTING LTD.**
 ADDRESS: **10160 - 112 Street, Edmonton, AB T5K 2L6**

Description of operations and/or activities and/or locations to which this certificate applies:

Stantec Project Name: Southeast Quadrant Servicing Class Environmental Assessment

Stantec Project No.165620084

Client Project No.

TYPE	INSURER / POLICY No	TERM	LIMITS
Commercial Automobile	Liberty Mutual Insurance Company Policy No: AFC-ABGSWH-0117	May 01, 2017 to May 01, 2018	
All Automobiles Owned and Leased Third Party Liability			\$ 2,000,000
Commercial General Liability	Zurich Insurance Company Ltd. Policy No: 8832140	May 01, 2017 to May 01, 2018	
Each Occurrence Including Non Owned Automobile, Broad Form Property Damage, Blanket Contractual Liability, Cross Liability, Employers Liability and XCU			
Bodily Injury and Property Damage			\$ 2,000,000
Products/Completed Operations Aggregate			\$ 2,000,000
General Aggregate			\$ 6,000,000
Personal and Advertising Injury			\$ 2,000,000
Damage to Premises Rented to you			\$ 2,000,000
Medical Expense			\$ 10,000
Employers Liability			\$ 2,000,000
Umbrella Liability	Zurich Insurance Company Ltd. Policy No: 8831307	May 01, 2017 to May 01, 2018	
Each Occurrence Excess of Commercial General Liability & Auto Liability Policies (Follow Form)			\$ 5,000,000
Aggregate			\$ 5,000,000
Self Insured Retention			\$ 10,000
Commercial Property	Zurich Insurance Company Ltd. Policy No: 8832142	May 01, 2017 to May 01, 2018	
			All Risk Replacement Cost

Additional Information

It is hereby understood and agreed that CORPORATION OF THE TOWN OF AMHERSTBURG be added as an Additional Insured on the Commercial General Liability policy, but only with respect to liability arising out of the operations of the Named Insured.

This certificate is issued as a matter of information only and is subject to all the limitations, exclusions and conditions of the above-listed policies as they now exist or may hereafter be endorsed.

Should one of the above-noted policies be cancelled before the expiry date shown, the insurer(s) will endeavour to provide a 30-day written notice with respect to the Commercial General Liability policy to the certificate holder but assumes no responsibility for failure to do so.

Limits shown above may be reduced by Claims or Expenses paid.

BFL CANADA Insurance Services Inc.



Authorized Representative

Adam Bunz

Signed in Calgary this January 30, 2018



200, 1167 Kensington Crescent NW Calgary AB T2N 1X7
 T 403-451-4132 F 1-888-451-4132 TF 403-313-3365

15 SCL-SCL-EO-17-02777

THIS IS TO CERTIFY TO:

CORPORATION OF THE TOWN OF AMHERSTBURG
512 Sandwich St. South
Amherstburg, ON N9V 3R2

that the following described policy(ies) or cover note(s) in force at this date have been affected to cover as shown below:

NAMED INSURED: **STANTEC CONSULTING LTD.**
 ADDRESS: **10160 – 112 Street, Edmonton, AB T5K 2L6**

Description of operations and/or activities and/or locations to which this certificate applies:

Stantec Project Name: Southeast Quadrant Servicing Class Environmental Assessment
 Stantec Project No. 165620084
 Client Project No.

TYPE	INSURER / POLICY No	TERM	LIMITS
Errors And Omissions (Professional Liability)	Lloyds Syndicate Beazley by authority of Lockton Companies LLP Policy No: GLOPR1701673	Oct 01, 2017 to Oct 01, 2018	
Each Claim and Aggregate Limit			\$ 3,000,000
Inclusive of Costs			
Claims Made Basis			
No Retroactive Date			
Contractors Pollution Liability	AIG Insurance Company of Canada Policy No: CPO 18938670	Oct 01, 2017 to Oct 01, 2019	
Each Loss			\$ 5,000,000
Annual Aggregate			\$ 5,000,000

Additional Information

Should one of the above-noted policies be cancelled before the expiry date shown, the insurer(s) will endeavour to provide 30-day written notice to the certificate holder.

This certificate is issued as a matter of information only and is subject to all the limitations, exclusions and conditions of the above-listed policies as they now exist or may hereafter be endorsed.

Limits shown above may be reduced by Claims or Expenses paid.

BFL CANADA Insurance Services Inc.

Authorized Representative

Adam Bunz

Signed in Calgary this January 30, 2018