

6. **BUSINESS ARISING FROM THE MINUTES**

There was business arising from the Minutes of the Regular Meeting of Council, December 19th, 2011:

Councillor Cassidy:

1) Can I get an update on the status of the Bell Mobility Cell on Wheels Tower?

Michael Richardson:

1) I have no update Re: The Bell Mobility Cell on Wheels. I have to contact Bell and determine what negotiating in terms of the lot and purchasing. You can expect an update at the February Committee Meeting.

Councillor Cassidy:

2) Can I get an update on where we're at with the Cameron Crescent property line movement and development?

Michael Richardson:

2) We have a letter prepped and ready to go out for initial consultations to talk to the property owner about changing those lot lines.

Councillor Cassidy:

3) Has a letter been sent to the Métis Re: Cumulative Impact Monitoring Program for assessing our landfill?

Michael Richardson:

3) The letter to the Métis Government was sent out a couple weeks ago.

Councillor Cassidy:

4) A further update, the Beautification Committee has decided to not go forward with the Memorial Lane where we suggested. I think they're going to part the idea for the short term, and figure out what they're plan of attack is for the Beautification in the future. Perhaps Councillor O'Brien can further speak to this.

Councillor O'Brien:

4) They've decided to shelf that for now because of the concern of covering the murals with the tree's etc. We did a walk about with the SAO last week, and we were talking about putting benches and small garden plots downtown, and I think they're going to stay with that for now until we get a chance to brainstorm again.

7. **COMMITTEE REPORTS**

a) Excused Absence

Councillors Latour, Wallington and O'Brien have requested to be excused from the Committee of the Whole Meeting, Monday, January 23, 2012, and further Mayor Schofield and Councillor Dueck have requested to be excused from the Regular Meeting of Council, Monday, January 30, 2012.

#12-03

**MOVED BY: CLLR CASSIDY
SECONDED BY: CLLR WALLINGTON**

That the Council of the Town of Hay River excuse Councillors Latour, Wallington and O'Brien from the Committee of the Whole Meeting, Monday, January 23, 2012, and Mayor Schofield and Councillor Dueck from the Regular Meeting of Council, Monday, January 30, 2012.

CARRIED

b) Recreation Department Monthly Facility Usage Report

December 2011 facility usage reflected the many holiday events this season. Community events included the High School Hockey Championship, Arctic Winter Games Territorials, Hockey Charity Corporate Challenge and Bingos. Special events included a Breakfast with Santa, Skate with Santa, Disco Skate, and Festival at the Forks - New Year's Eve Celebration. Town programming included, the autumn wrap up of senior's fitness classes and PHAB girls drop in program, and aquatic programs such as first aid training and scuba lessons offered through the high school.

Special mention should be given to a few programs and events that went particularly well this month. PHAB girls drop in program on Thursday afternoons, saw 10 -20 girls in attendance over the month of December. Workshops included Painting, Nails, and a Christmas party at the bowling alley. The first aid course, offered as part of the aquatic leadership program, certified 12 individuals. Holiday themed special events were quite popular this year. The second annual Breakfast with Santa was very successful with many children making crafts, enjoying a pancake breakfast, and visiting with Santa. Lastly, Skate with Santa was a very busy event with an attendance of about 100 people, most staying on afterwards for the Disco Skate.

Community Hall

December (1-2) - NWT Metis Nation Meeting
December 2 - Minor Hockey Meeting
December 3 - Breakfast With Santa
December 5 - Senior's Fitness
December (5-8) - MACA Meeting
December 8 - Arctic Winter Games Meeting
December 9 - Senior's Fitness
December 9 - Minor Hockey Meeting
December 10 - Arctic Winter Games
December 11 - Hay River 5 Pin Bowling Bingo
December 12 - Seniors Fitness
December 13 - Girl Guides Meeting
December 13 - DJ Hockey Academy
December 14 - Rec Board Meeting
December 15 - DJ Hockey Academy
December 15 - Baby Shower
December 16 - Senior's Fitness
December 16 - Hay River Ski Club Bingo
December (19-20) - First Aid Course

Doug Wieterman Hall

December 1 - HR Minor Hockey Meeting
December 1 - PHAB Girls Drop in
December (2-4) - NWT High School Champ
December 5 - Minor Hockey Meeting
December 6 - Trade Tourism Meeting
December 7 - Emma Meeting
December 7 - Minor Hockey Meeting
December (9-11) - AWG Bantams Trials
December 13 - Minor Hockey Meeting
December 17 - Figure Skating High Test Day
December 18 - Private Party
December 23 - Private Party

Ice Surface Rentals

December 1 - DJ Hockey Academy
December (2-4) - High School Hockey Champ
December 5 - DJ Hockey Academy
December 7 - DJ Hockey Academy
December (8-11) - AWG Bantams Trials
December 12 - DJ Hockey Academy
December 14 - DJ Hockey Academy
December 16 - DJ Hockey Academy
December 17 - Figure Skating High Test Day
December 18 - Charity Corporate Hockey
December 18 - Skate With Santa
December 18 - Disco Skate
December 19 - Sponsored Skate - Elks Club, Finning, UNW Local 22
December 19 - Sponsored Jr. Shinny - Stittco
December 20 - Sponsored Skate - Rowe's, UNW Local 21, Home Hardware
December 21 - Sponsored Skate - UNW Local 21 & 22, Stittco
December 21 - Sponsored Sr. Shinny - Arcan
December 22 - Sponsored Jr. Shinny - UNW Local 6 & Elks Club
December 23 - Sponsored Sr. Shinny - THR
December 23 - Private Rental
December 28 - Sponsored Skate - UNW Local 21 & Rowes
December 28 - Sponsored Jr. Shinny - Arcan
December 28 - Sponsored Sr. Shinny - Elks Club
December 29 - Sponsored Public Skate - The Hub & Norland Insurance
December 29 - Sponsored Jr. Shinny - Stittco
December 29 - Private Rental
December 30 - Sponsored Sr. Shinny - UNW Local 6
December 30 - Sponsored Jr. Shinny - Esso

<u>Aquatic Centre Programs</u>	
Aqua Fit - Tuesday/Thursday/Friday	December 31 - Sponsored Jr. Shinny - Carter Industries & Royal Bank
Adult Swim - Monday-Thursday	December 31 - Sponsored Sr. Shinny - THR & Rings IDA
Youth Swim - Friday	December 31 - Sponsored Skate - Arcan, UNW Local 6, Ashton's Chartered Accountants, KFN, Stittco
Lions Swim Club - Monday-Friday	<u>Other Events</u>
French Music - Thursday 8-9pm	December 3 - Lobby - Breakfast with Santa
DJ School Bronze Medallion/Cross - Thursday	December 15 - Bowling Alley - PHAB Girls Drop in
DJ SCUBA Course Mon/Wed/Thur	December 31 - Ice Crossing - New Year's Eve Celebration
December 18 - Sponsored Swim - Growing Together	
December 19 - Sponsored Swim - UNW Local 6 & Home Hardware	
December 20 - Sponsored Swim - Arcan	
December 21 - Sponsored Swim - Power Corp & Elks Club	
December 22 - Sponsored Swim - Kingland Ford	
December 23 - Sponsored Swim - MSS Ltd.	
December 27 - Sponsored Swim - Norland Agencies	
December 28 - Sponsored Swim - Growing Together	
December 29 - Sponsored Swim - KFN	
December 30 - Sponsored Swim - Growing Together	
December 31 - Sponsored Swim - Royal Bank & THR	

#12-04

MOVED BY: CLLR LANGILLE

SECONDED BY: CLLR WALLINGTON

That the Council of the Town of Hay River accepts the Recreation Department Monthly Facility Usage Report for the month of December 2011 as presented.

CARRIED

c) Recreation and Community Services Department Report

The tender for the Aquatic Centre B201A boiler section replacement and repairs was submitted to local companies, posted on the website, and in the newspaper this month. On December 14, the site visit had two companies interested in the project. The tender closed December 29, 2011 with two submissions.

On December 14, the Recreation Board met and discussed the Recreation Centre Building Assessment Report. They asked administration to provide a summary of the Recreation Centre development process, and to ask the consultants to provide insight as to why there was such a large discrepancy in the first initial estimate (\$12 million) to the now projected final cost estimate (\$20 million). The addition of the walking track only accounts for an extra \$521,800. The explanation of such, will help the board as they discuss this option with Town Council in the new year.

Flying onto the airwaves January 9, 2012, Omni Film teams up with CBC for the much anticipated dramatic series, *Arctic Air*. During the first three weeks this show airs, a special "Watch to Win Competition" will be promoted. Hay River will be a part of the package which will include aurora viewing, dog sledding, ice fishing, and accommodations.

Item	Level of Activity
Rec Dept Finances	<ul style="list-style-type: none"> -Dec 6 Capital Planning review -Dec 6 Finance Director Rec Budget Review -Dec 12 Budget presentation to Council
Trade & Tourism Advisory Committee Meeting	<ul style="list-style-type: none"> -Dec 6 - meeting -“Start Your Engines” - discussed next steps -Fishing Derby for 2012 - Kathy McBryan agreed to spearhead this project -Hay River on board with Arctic Air Promotion -SEED Final Report submitted for FAM Tour
Recreation Board	<ul style="list-style-type: none"> -Dec 14 - meeting -Recreation Policy reviewed - section “Golf Course, Concession & Arena Conduct” -Review of PERC Building Assessment Final Document
Special Events	<ul style="list-style-type: none"> -Dec 3 Breakfast with Santa & Crafts -Dec 18 Skate with Santa & Disco Skate -Dec 31 Festivities at the Forks - New Year’s Eve
interagency Meeting	<ul style="list-style-type: none"> -Dec 12 - meeting -Review of Finances for 2011-2012
Grant Applications	<ul style="list-style-type: none"> -Dec 1 - \$1500 Mackenzie Recreation Association Swim Meet Grant -Dec 6 - \$1000 for “Lights On” Free Swim Program for Teens in 2012 -Dec 6 - \$200 for recreational supplies for “Youth Programming” for 2012 -Dec 20 - \$5294 for FAM Tour - SEED grant
Trails - Development & Maintenance	<ul style="list-style-type: none"> -Dec 2 - Maskwa Meeting -Dec 9 - Permission has been granted “to Occupy Public Highway - Right of Way” from DOT; awaiting DOT letter to attach to TCT Concept Plan -Dec 9 Avens Associates Meeting
Personnel	<ul style="list-style-type: none"> -Registered “Relay for Life” Team for 2012 -Weekly team meetings with supervisors
Facilities/Parks	<ul style="list-style-type: none"> -3 outdoor rinks prepped and ready for use; 1 river rink made for the New Year’s Eve Celebration -Dec 14 site visit for Boiler B201A section replacement and repairs tender

#12-05 **MOVED BY: CLLR CASSIDY**
SECONDED BY: CLLR LATOUR

That the Council of the Town of Hay River accepts the Recreation & Community Services Report for the month of December 2011 as presented.

CARRIED

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d) Emergency Services Report

The December activity report for Emergency Services is presented for Council's review and acceptance.

Summary:

As December is a month where members become a little scarce due to the Christmas break no major training initiatives were taken on during the month. We did however go through all equipment prior to the holiday season to ensure that all apparatus was up to snuff and ready for response. I am pleased to report that we had no fire calls, or false alarm and only one rescue type call.

However, December proved to be a busy month as far as ambulance calls were concerned. We responded to a total of 46 calls, 21 of which were patient transfers and 25 medical emergencies. This is the highest number of responses we have had during a one month period in over 2 years. There were times this month that both ambulances were working calls at the same time.

The Fire Department also held its 53rd annual ball where it celebrated 61 years of service to the community. We participated in the annual Santa ride dropping Santa off to visit any kids that showed up in windows or outside during our tour of the town and we are happy to report that we also took part in this year's Santa Parade which was a total success in all aspects.

The members of the Fire department also assisted the Town of Hay River's Recreation Group and Vince McKay with the New Year's Celebration and Fireworks again this year and congratulate Tammy, Emma and Vince for a job well done with the organisation of this event! Year to date the department has put in 4,218 Volunteer Hours including Ambulance calls. These hours include training, fire/rescue calls, cleanup and special events.

Item	Level of Activity
Patient Transfers	21
Medical Emergencies	25
Fires & Rescues	1
False Alarms	0
Ambulance Training	0
Fire Training	4
Cleanup & Maintenance	2
Fire Permits Granted	2
Fireworks Permits	3
Public Safety Sessions	5
Day Care/Day Home Inspections	1 Day Care Inspection
Recruitment	Ongoing
Emergency Plan	Complete
Special Projects	Fire Department Assessment by AFM
Active Membership at Month	33, 30 Active, 3 Honorary

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A number of individuals have also completed their First Aid/CPR/AED training.

These training events do not include training accomplished on training nights where from January to the end of December. We had 33 Fire Meetings, 13 Ambulance Meetings, 29 special training events and 38 cleanup and maintenance sessions.

Since January of 2011 we have done 301 ambulance calls 145 of which were medical emergencies and 156 patient transfers. We had a total of 9 fire calls, 13 false alarms and 20 non fire related rescues.

We have also been very busy on the prevention side of things where we have done 32 public education sessions, 27 building inspections and 13 daycare/day home inspections to date. The public education involved anything from fire awareness for children to bike rodeos and even a session with the local SPCA where we assisted with Dawg Days Afternoon and held a Teddy Bear Clinic.

So what is the final tally for 2011 from January until the end of December? We have responded to 343 emergency calls, attended 75 training events and participated in 37 public education sessions, 27 building inspections, 14 Day Home/Care facilities and as a group we have put in 4,218 volunteer hours which is an average of 141 hours per member, pretty good for a volunteer service in my opinion and shows the dedication our members have to the community.

We also have been involved in updating and introducing new Bylaws for the town. If nothing else these Bylaws definitely became a topic of interest within the community but were needed to ensure the safety of the citizens of Hay River. This year we were able to:

- Update the Fire Prevention Bylaw,
- Instituted a new Bylaw dealing with Fees for fires
- Instituted a new Bylaw dealing with Outdoor Wood Boilers, and
- Updated the Ambulance Fees bylaw which was really behind the times rate wise and has beefed up revenues substantially from previous years.

We are extremely pleased to announce that the introduction of the Fire Prevention Bylaw has not resulted in any charges being laid but it has increased public awareness of what is safe particularly when it comes to backyard fire pits. We have had numerous requests for inspections on present pits and this has resulted in safer backyard fires.

A new Emergency Plan has now been put together for the Town which was approved by Council on December 19th. The new plan has now been delivered to all agencies in hard copy and any suggestions from the groups will be considered in updating the plan.

We are also working diligently on the appropriation of a new Fire Hall as we have been doing for a number of years now. We are presently in the design phase of this project and so far most of the Departments wants and needs have been addressed in the new building design. The Mayor and Council have been supportive in this replacement and we saw the presentation of the design by Stantec on December 19th when the design was at a little better than 85% completed. The new Hall should be going out to tender at the end of January and hopefully the contract will be awarded to the winning contractor by the end of February. Our present schedule is showing substantial completion by December 2012 with total completion by June 2013.

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Item	Level of Activity
Patient Transfers	156
Medical Emergencies	145
Fires & Rescues	29
False Alarms	13
Ambulance Training	13
Fire Training	33
Special Training	29
Cleanup & Maintenance	38
Fire Permits Granted	20
Fireworks Permits	4
Fire Prevention Sessions	37
Building Inspections	27
Day Care/Day Home Inspections	14
Recruitment	Ongoing
Emergency Plan	Completed
Active Membership at Month End	33, 30 Active, 3 Honorary

**#12-07 MOVED BY: CLLR LANGILLE
 SECONDED BY: CLLR CASSIDY**

That the Council of the Town of Hay River accepts the Emergency Services Activity Report for the 2011 Year End as presented.

CARRIED

f) Development and Building Permit Report

The Development and Building Permit Report for the months of November and December 2011 are presented for Councils review and acceptance.

NAME	DATE	DEV #	CIVIC ADDRESS	DESC. OF WORK
Jim Forsyth	Nov 2/11	D11-099	262 Paradise Road	Summer Kitchen in existing building
Denise Powder	Nov 7/11	D11-100	41 Garden Road	Home Addition
Melisa Beck	Nov 9/11	DH11-101	40-101 st . Street	Cake Making
Klassen Homes	Nov 15/11	D11-102	24 Elm Crescent	New Mobile Home
HR Chamber of Commerce	Nov 24/11	D11-105	Town Property	Electronic Sign
James Locke	Nov 30/11	D11-106	224 Miron Drive	Arctec Computer Sales
Rowe's Construction Ltd.	Dec 10/11	D11-107	Hay River Courthouse	Elevator Upgrades
Maxine Trennert	Dec 13/11	DH11-108	47 Miron Drive	Management Consulting
Karen Boudreau	Dec 15/11	DH11-109	2 Harcourt Place	Landlord/Consulting

Activities: Assisted with traffic control for Christmas Parade.

#12-09 **MOVED BY: CLLR CASSIDY**
 SECONDED BY: CLLR LANGILLE

That the Council of the Town of Hay River accepts the Municipal Enforcement Report for the month of December 2011 as presented.

CARRIED

h) Joint Occupational Health & Safety Committee Regular Meeting Minutes

The Minutes from the Town of Hay River Joint Occupational Health & Safety Committee Regular Meeting held at the Town Hall Boardroom on November 16, 2011, are presented for Council's review and approval.

#12-10 **MOVED BY: CLLR CASSIDY**
 SECONDED BY: CLLR WALLINGTON

That the Council of the Town of Hay River accepts the Minutes from the Town of Hay River Joint Occupational Health & Safety Committee Regular Meeting held on November 16, 2011, as presented.

CARRIED

The Joint Occupational Health & Safety Committee Regular Meeting Minutes of November 16th, 2011 are attached at the back of the Minutes.

i) Recreation Board Regular Meeting Minutes

The Minutes from the Recreation Board Meeting held at the Doug Weiterman Hall, on Wednesday, November 16, 2011 at noon are presented for Council's review and approval

#12-11 **MOVED BY: CLLR CASSIDY**
 SECONDED BY: CLLR LATOUR

That the Council of the Town of Hay River accepts the Minutes of the Recreation Board Meeting of November 16, 2011 as presented.

CARRIED

The Recreation Board Regular Meeting Minutes of November 16th, 2011 are attached at the back of the Minutes.

j) Trade and Tourism Advisory Regular Committee Meeting Minutes

The Minutes from the Trade and Tourism Advisory Committee Meeting held at the Doug Wieterman Hall, on Tuesday, December 6, 2011 at noon are presented for Council's review and approval

#12-12 **MOVED BY: CLLR LANGILLE**
 SECONDED BY: CLLR O'BRIEN

That the Council of the Town of Hay River accepts the Minutes of the Trade and Tourism Advisory Committee Meeting of December 6, 2011 as presented.

CARRIED

The Trade and Tourism Advisory Regular Meeting Minutes of December 6th, 2011 are attached at the back of the Minutes.

k) Hay River RCMP Detachment "G" Division Chief's Report

A copy of the Mayor's/Chief's Report for December 2011 from the Hay River RCMP Detachment "G" Division Northwest Territories is attached for the information of Council.

#12-13 **MOVED BY: CLLR CASSIDY**
 SECONDED BY: CLLR LANGILLE

That the Council of the Town of Hay River accepts the Mayor's/Chief's Reports for December 2011 from the Hay River RCMP Detachment "G" Division Northwest Territories as presented.

CARRIED

The Mayor's/Chief's Report for December 2011 from the Hay River RCMP Detachment "G" Division Northwest Territories is attached at the back of the Minutes.

l) Policy P-9 Personnel – Educational Leave (Training) Policy

In order to record, administer and promote the Education Leave (Training) Policy for the Town of Hay River's employees, the attached applications have been developed.

Policy P-9 Personnel – Educational Leave (Training) Policy has been revised accordingly and is presented to Council for their review and adoption.

#12-14 **MOVED BY: CLLR CASSIDY**
 SECONDED BY: CLLR LANGILLE

That the Council of the Town of Hay River adopts the revised Policy P-9 Personnel – Educational Leave (Training) Policy as presented.

CARRIED

The Policy P-9 Personnel – Educational Leave (Training) Policy is attached at the back of the Minutes.

m) Amendment to the Management Personnel By-law

The amendment to By-Law No. 2240/GEN/11 Management Personnel By-law is being presented to Council in order to correct the omission of the phrase "without a medical certificate" to Section 19. (e) (ii) Sick Leave – Employee to Inform Town. This will align the by-law with the same requirements outlined in the Collective Agreement.

#12-15 **MOVED BY: CLLR CASSIDY**
 SECONDED BY: CLLR WALLINGTON

That the Council of the Town of Hay River accepts By-Law No. 2240A/GEN/11 Management Personnel Employment By-Law Amendment in principle.

CARRIED

n) Funding Application for TCT Extension

The Trans Canada Trail (TCT) application deadline for funding is February 1, 2012. The following is an update of the process:

- The Concept Plan was completed by the Recreation Director, with assistance from Avens Associates.
- The *Memorandum of Understanding* and *Permission to Occupy the Public Highway Right-of-Way* from DOT are in place, and the documents are now signed.
- The engineer, Maskwa, developed plans for gaps one and two of the trail, and the environmental prescreen was completed by Avens.
- The community ad hoc trail group and Hay River beautification committee have both submitted letters of support for the trail extension.

TRAIL PROJECT TIMELINE - UPDATE

Item	Actioned by:	Date of Completion
Selecting Trail -Cut Sheet	NWTRPA	DONE 2011 - approved
MOU - Town & Airport	Rec Director	DONE 2011
Move 930m of fence at airport	Rec Director	DONE 2011
Concept Plan - A, B,C Trail Development	Rec Director & Avens Associates	DONE 2012
Engineering Plan	Maskwa	DONE 2011
Environmental Prescreen	Avens Associates	DONE 2011
Environment Assessment	Maskwa	Mar/12
Certificate of Insurance	Rec Director	DONE 2011
Submit Grant Funding Request	Rec Director	Feb 1/12
Design Tenders for : Trail Gap 1 & Gap 2	Rec Director	Mar 1/12
Approval Granted in 30 days for TCT Funding	TCT	Mar 1/12
Award tenders for Gap 1 & Gap 2	SAO	April 1/12
Gap 1 Tender Completed	Contractor	Aug 30/12
Gap 2 Tender Completed	Contractor	Aug 30/12
Interim Reporting to TCT	Rec Director	Ongoing
Install TCT Signage	Public Works	Nov 1/12
Final Report	Rec Director	Jan 1/13

The Town of Hay River's contribution to the Trans Canada Trail extension would be \$216,900 and the funding requested from TCT is \$207,000.

BUDGET

Projected Expenditures	Total Cost (Cash & In-kind)	Funded by Other Sources	Requested from TCT
Trail Planning			
Design & Engineering Fees	17,000		17,000

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Permits	n/a		
Environmental assessments	6,000		6,000
Species at Risk Assessment	2,000		2,000
Travel (biologist)	500		500
Trail Planning Sub-total	25,500		25,500
Trail Building¹			
Material (granular & geotextile)	36,500	18,250	18,250
Labour (excavation/placement/finishing)	260,000	130,000	130,000
Equipment	17,500	8,750	8,750
Bridges & culverts	n/a		
Other: move airport fence	15,000	7,500	7,500
Other: servicing & engineering inspections	5,000	2,500	2,500
Trail Building Sub-total:	334,000	167,000	167,000
Trail Infrastructure			
Material	1,000	500	500
Labour	2,500	1,250	1,250
Equipment	500	250	250
Wayfinding signage (20x)	1,000		1,000
Regulatory/safety signage (5x)	500		500

Bridges & culverts	n/a		
Other (specify):			
Trail Infrastructure Sub-total:	5,500	2,000	3,500
Opening event	2,000	1,000	1,000
Trail Maintenance			
Seasonal			
Annual	43,000	43,000	
Long-term			

¹ Note: Materials and labour based on Gap 1 2.5 metres wide, 100mm depth of compacted 20mm crush underlain by geotextile, Gap 2 2.0 metres wide, 100mm depth of compacted 20mm crush underlain by geotextile.

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Other (specify):			
Trail Maintenance Sub-total:	43,000	43,000	
Staff costs (salaries & benefits)			
Concept Plan	10,000		10,000
Project Manager (40 hrs)	3,500	3,500	
Administrators			
Other (specify):			
Staff Costs Sub-total:	13,500	3,500	10,000
Administration			
Telephone	200	200	
Computer			
Photocopy	200	200	
Rental of space	n/a		
Other (specify):			
Administration Sub-total:	400	400	
Total Projected Expenditures	423,900	216,900	207,000
REVENUES	Confirmed or Applied for	In-Kind Contributions	Balance Required
Town of Hay River		216,900	
Trans Canada Trail Fund			207,000
Total Revenues	\$423,900	\$216,900	\$207,000

#12-16 **MOVED BY: CLLR CASSIDY**
SECONDED BY: CLLR LANGILLE

That the Council of the Town of Hay River support the Trans Canada Trail Fund Concept Plan application, and approve the process of the trail extension and associated costs as contained in the plan.

CARRIED

o) Lease Application of Lot 1960, Plan 4178 - Junction of Hwy. 2 & Hwy. 5 to Bell Mobility
In 2008 a technical team of Bell Mobility visited Hay River to gather information and looked at different possible sites for a telecommunications tower. Ultimately one was chosen at the junction of Hwy. 2 & Hwy. 5. But for a number of reasons Bell Mobility decided to delay the proposal.

On January 2, 2012, the Town received the attached letter from Bell Mobility indicating its desire to enter into discussions with the Town of Hay River about the proposal to lease a 200m by 200m portion of Lot 1960, Plan 4178 adjacent to the Castle Building to erect and construct a telecommunications tower on the site. Attached is a sketch of the proposed area.

The property is zoned M2 – General Industrial. General Industrial Zoning lists Local Utility Services and Installations as a Discretionary Use.

**#12-17 MOVED BY: CLLR LANGILLE
 SECONDED BY: CLLR CASSIDY**

That the Council of the Town of Hay River request Administration to bring a By-law forward to Council for approval to proceed with the application of Bell Mobility to lease a 200m by 200m portion of Lot 1960, Plan 4178 to erect a Telecommunications Tower.

CARRIED

The letter from Bell Mobility and sketch of the proposed area are attached at the back of the Minutes.

p) Aurora Pellets
Councillor Cassidy will speak to this item.

**#12-18 MOVED BY: CLLR CASSIDY
 SECONDED BY: CLLR LANGILLE**

That the Council of the Town of Hay River direct the Communication Committee to draft a letter supporting this venture outlining Hay River's commitments to new development and new greener technologies, and present the draft to Council for discussion at the next Committee of the Whole Meeting.

CARRIED

8. NEW BUSINESS

a) 29th Annual K'amba Carnival

In order to honour the 29th Annual K'amba Carnival, the Council of the Town of Hay River declares a half day civic holiday on the Friday, March 2, 2012 at 12:00 o'clock noon.

**#12-19 MOVED BY: CLLR LATOUR
 SECONDED BY: CLLR O'BRIEN**

That the Council of the Town of Hay River accepts ByLaw No. 2253/GEN/12 K'amba Carnival ½ day Civic Holiday in principle.

CARRIED

b) Appoint Auditor for the 2011 Financial Audit

Ashton Chartered Accountants Business Advisors have provided the Town with financial and audit services for a great number of years. During that time Ashton Chartered Accountants Business Advisors have been appointed by Council as auditor for the municipal corporation.

**#12-20 MOVED BY: CLLR WALLINGTON
 SECONDED BY: CLLR LANGILLE**

That the Council of the Town of Hay River appoints Ashton Chartered Accountants Business Advisors as the auditor for the municipal corporation for the 2011 financial audit.

CARRIED

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c) By-law No. 1786I/UTIL/12 - Water Rates

The attached amendment to By-law No. 1786 Utilities, reflects the overall four percent (4%) increase approved in the 2012 Budget for the Town of Hay River.

**#12-21 MOVED BY: CLLR LATOUR
 SECONDED BY: CLLR WALLINGTON**

That the Council of the Town of Hay River accepts By-law No. 1786I/UTIL/12 Water Rates in principle.

CARRIED

The amendment to By-law No. 1786 is attached at the back of the Minutes.

d) By-law No. 1530G Traffic By-law Amendment

The Hay River Traffic By-Law No. 1530G is being amended by recommendation of legal counsel to revise three (3) sections that were reviewed and found to be invalid. The amendment is attached for review of Council.

**#12-22 MOVED BY: CLLR WALLINGTON
 SECONDED BY: CLLR CASSIDY**

That the Council of the Town of Hay River accepts By-law No. 1530G Traffic By-law amendment in principle.

CARRIED

The amendment to By-law No. 1530 is attached at the back of the Minutes.

e) Request for Proposals for Engineering Services Project HRC1201

The Town issued a Request for Proposals for Engineering Services – Project HRC1201 on Dec 20, 2011 with a closing date of January 13th, 2012. The Town of Hay River wishes to retain the services of a consulting engineer to undertake design and contract administration for the future replacement of existing water distribution mains, sanitary sewers and force mains along with the reconstruction of roadways and drainage servicing Riverview Drive and Wright Crescent. Based on the age and frequency of water and sewer breaks, the infrastructure within these areas has been identified as top priority for full replacement.

A copy of the Request for Proposals is attached for reference. Four qualified responses were received:

Associated Engineering	\$161,236.00 plus GST
Dillon Consulting	\$241,469.00 plus GST
Maskwa Engineering Ltd.	\$146,440.00 plus GST
Stantec	\$286,831.00 plus GST

The proposals have been evaluated according to the Proposal Evaluation criteria outlined in the RFP. Associated Engineering received the highest score due to a superior project team, superior relevant experience, and a superior proposed methodology. Administration recommends that the Town procure their services for this project.

The actual rating sheets were forwarded to Mayor and Council by email on January 25, 2012.

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**#12-23 MOVED BY: CLLR CASSIDY
 SECONDED BY: CLLR WALLINGTON**

That the Council of the Town of Hay River award the contract for Engineering Services for project HRC1201 to Associated Engineering for a total of \$161,236.00 plus GST. Funding for this project will be sourced from the Utility Reserve.

CARRIED

A copy of the request for proposals is attached at the back of the Minutes.

Let it be noted that Councillor Langille was opposed to the Recommendation.

f) Hay River Firehall vs. Manning Firehall

History

At the beginning of the process of coming up with specifications for the HRFH (Hay River Firehall) the vision of the project was:

The Town's Vision is a new Fire Hall that signifies a commitment to safety and security in the community, and a reflection of the high quality of services provided by the Town's firefighters.

And that it was important to the Town & Council that the new building is designed to:

- feature green building principles
- be energy efficient
- stand out and be recognizable as an important civic building
- support the operational protocols of the Fire Department
- allow practical and efficient vehicle movement in and around the building
- meet the requirements of the National Building Code for post-disaster facilities

With this in mind the Firehall Design was put out to tender and the firm that was chosen to design the building was Stantec who have been working diligently in the design of a building that meets that vision and those standards.

As the design phase has continued what we first saw was a Firehall that met all expectations of the Volunteer Fire Department and would have stood as a building that met all needs of the department for up to 50 years. Due to anticipated costs of the build of the building, one bay was taken off and the exercise room and firefighter rehab room removed. With the removal of the bay and two rooms Stantec was asked to design the building so that these areas could be added at a later date without having to change the architecture of the building. This was accomplished by designing the roof and wall to allow for these modifications. With these cuts we saw the price of the firehall drop to about 5.2M.

On Monday, January 23, 2012 during the council meeting it was mentioned that Manning has just completed building a new Firehall that came in at 2.5M and administration was asked to explain the difference between the buildings which is what we will try to do in this document.

Findings

Upon studying the plans for the MFH (Manning Firehall) it was noted that the building is in fact a pre-engineered building whose original purpose was in all likelihood a warehouse or garage. This building has been modified to include a two story section for administration and

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firefighter rehab plus a hose tower. As part of the study we soon realized that there may be some code deficiencies within the structure as it really meets two different classes of building occupancy. One being an F2 occupancy which is garage, light maintenance and the other a D type occupancy which is an assembly area. If you are going to have these types of occupancies attached you must have at minimum a 2 hour fire separation between the two occupancies. This is not part of the plan and would be an expensive addition to the structure. The HRFH has been designed with the fire separation which completely separates the two occupancies.

We also noted that a pre-engineered building does not serve as post disaster building as the structure is not designed to do so. It is imperative that the new HRFH be designed as a post disaster building as its function is all emergency not just fire. We will be supporting EMO, EMS, Fire and Rescue Services from this area when completed. This was a requirement of the Fire Marshall's Office. The HRFH has also been designed to house all IT and Communications for the town and will have backup power and uninterrupted power supplies which is not the case with MFH.

Due to geophysical issues the HRFH floor will need to be built with a structural slab which includes pilings to support the apparatus that will be housed within. We found that the MFH was built on spread footings with a floating slab which under our conditions would start to crack and break up in a very short period time. There is a huge difference in price between the floating slab with spread footings and a structural slab.

The mechanical systems within the halls are somewhat comparable but it was noted that the efficiency of Manning's heating equipment is in the area of 80% where the HRFH is at 95%. The HRFH will also have heat recovery systems and CO2 controlled ventilation which is not part of the MFH. The HRFH will also be equipped with exhaust gas ventilation systems for active bays to evacuate vehicle exhaust gases and the MFH does not. Again this is a very expensive addition to the facility and a health safety issue.

The HRFH has also been designed to include energy efficient solutions to cut down on power usage which include occupancy and daylight sensors, external LED lighting. We were unable to see any mention of these technologies within MFH.

MFH has 50mm water supply to building where as the HRFH has 150mm water supply to building and piping in building to bays to allow for filling of Fire Apparatus. HRFD plumbing will also include water saving devices on all showers and taps to cut costs on water usage. The envelopes of the buildings also have some large differences that we noted. MFH has 4" of uninterrupted exterior insulation and panel type walls; the HRFH has 5" of insulation for all walls except for the concrete block assembly. MFH has 5" of uninterrupted insulation panels on the roof; the HRFH will have 8" of exterior insulation plus a better roof system from a performance perspective. We will recognise huge savings in heating costs by having our building built with LEED shadow design.

MFH Base building (wall & peak roof) on metal insulated panel system with pre-engineer & steel structural framing on concrete base combination with NO "LEED shadow" design. Whereas the HRFH Base building (wall, flat & peak roof) on a multiple exterior finish w/polyurethane insulation in 5" (R30) wall & 8" (R45) roof on a steel & concrete combined structural design WITH "LEED shadow".

MFH is 12,800 ft² total floor area (main & second floor) with "No crawlspace" design. The HRFH is 15,291 ft² total floor area (main, second floor & crawlspace) design. One of the main benefits of a crawlspace design is that plumbing and electrical will be accessible in the event of failure plus the floors in the administration area will be much warmer.

MFH 4 fire truck bay width with regular overhead door designs, whereas the HRFH is a 5 fire truck bay width with sunshine overhead door design which will aid in lighting during the day (cutting electrical costs) plus give the hall a much more appealing look to it.

MFH has no kitchen within the design, no dorm design and the hose tower does not have stairs, catwalk, training deck and equipment design. The HRFH design includes kitchen, dorm, and Hose Tower with stair, catwalk and training deck design complete with associated equipment.

Some other items that will be part of the HRFH and not part of the MFH (as best as we can tell) will be:

- Security systems (card access, closed circuit TV, intrusion and fire alarm)
- Stand-by power
- Smartboard technology in training room
- Satellite TV connections
- Intercom & announcement system
- Communications & IT facility complete with standalone cooling
- Base station (repeater) with 60' Antenna mounted on second story roof
- Building will be partially sprinkled
- Emergency shower and eyewash center in bays
- Humidity control exhaust for hose tower (aids in drying hose and stops possibility of mould buildup)
- Laundry facilities for dorm area and separate washer in bays for cleaning turnout gear
- Showers in dorm area
- Full service kitchen with seating area

It was also noted that when the MFH was put to tender there were 22 bids received which ranged in the area of 2.5M to 2.75M. This indicates that when the building went out to tender that contractors were extremely hungry for work which drove the cost of building down. The prices estimated by Stantec are not allowing for this luxury as typically this is not the case in the Northwest Territories.

Summary

Taking into consideration the differences between the design of the Manning Fire Hall and the Hay River Fire Hall there is no way to compare them as apples to apples. This is a huge reason for the price difference between the two.

The Manning Fire Hall is an off the shelf solution that does not meet the requirements of the Town of Hay River for a number of reasons which include life safety issues, workplace health issues and building standards.

The MFH is not aesthetically pleasing so it doesn't stand out and be recognizable as an important civic building. The building would be suitable for an industrial area but is not suitable in downtown Hay River.

**#12-24 MOVED BY: CLLR WALLINGTON
 SECONDED BY: CLLR LATOUR**

That the Council of the Town of Hay River approve administration to proceed with tendering of Firehall as designed by Stantec for February 3rd, 2012.

CARRIED

9. BYLAWS

a) By-law No. 2186/GEN/11 - Cemetery By-law - Third and Final Reading

**#12-25 MOVED BY: CLLR WALLINGTON
 SECONDED BY: CLLR CASSIDY**

That the Council of the Town of Hay River give Third and Final Reading to By-law No. 2186/GEN/11 - Cemetery By-law.

CARRIED

b) By-law No. 2252/FIN/11 - Financial Administration By-law - Third and Final Reading

**#12-26 MOVED BY: CLLR CASSIDY
 SECONDED BY: CLLR WALLINGTON**

That the Council of the Town of Hay River give Third and Final Reading to By-law No. 2252/FIN/11 - Financial Administration By-law.

CARRIED

c) By-law No. 2254/LND/12 - Lease of Lot 191-4, Plan 308, Town of Hay River to Bell Mobility Inc. - First Reading

**#12-27 MOVED BY: CLLR WALLINGTON
 SECONDED BY: CLLR CASSIDY**

That the Council of the Town of Hay River give First Reading to By-law No. 2254/LND/12 - Lease of Lot 191-4, Plan 308, Town of Hay River to Bell Mobility Inc.

CARRIED

d) By-law No. 2253/GEN/12 – K'amba Carnival ½ day Civic Holiday – First and Second Reading

**#12-28 MOVED BY: CLLR CASSIDY
 SECONDED BY: CLLR WALLINGTON**

That the Council of the Town of Hay River give First Reading to By-law No. 2253/GEN/12 – K'amba Carnival ½ day Civic Holiday.

CARRIED

**#12-29 MOVED BY: CLLR CASSIDY
 SECONDED BY: CLLR LATOUR**

That the Council of the Town of Hay River give Second Reading to By-law No. 2253/GEN/12 – K'amba Carnival ½ day Civic Holiday.

CARRIED

e) By-law No. 1786/UTIL/12 – Water Rates By-law – First and Second Reading

**#12-30 MOVED BY: CLLR WALLINGTON
 SECONDED BY: CLLR LATOUR**

That the Council of the Town of Hay River give First Reading to By-law No. 1786/UTIL/12 – Water Rates By-law.

CARRIED

**#12-31 MOVED BY: CLLR LATOUR
 SECONDED BY: CLLR WALLINGTON**

That the Council of the Town of Hay River give Second Reading to By-law No. 1786/UTIL/12 – Water Rates By-law.

CARRIED

f) By-law No. 1530G Traffic By-law Amendment – First and Second Reading

**#12-32 MOVED BY: CLLR CASSIDY
 SECONDED BY: CLLR WALLINGTON**

That the Council of the Town of Hay River give First Reading to By-law No. 1530G Traffic By-law Amendment.

CARRIED

**#12-33 MOVED BY: CLLR CASSIDY
 SECONDED BY: CLLR WALLINGTON**

**That the Council of the Town of Hay River give Second Reading to By-law No. 1530G
Traffic By-law Amendment.**

CARRIED

10. INFORMATION LISTED

- a) News Release, NWT Chamber of Commerce, Re: NWT Chamber Calls for Renewed Focus on Northern Jobs, Economy
- b) Letter/ Application, Northwest Territories Legislative Assembly, Office of the Speaker, Re: Elders Parliament 2012

**#12-34 MOVED BY: CLLR CASSIDY
 SECONDED BY: CLLR LATOUR**

That the Council of the Town of Hay River accepts the Information Listed as presented.

CARRIED

11. IN CAMERA - Personnel Matter

**#12-35 MOVED BY: CLLR LATOUR
 SECONDED BY: CLLR WALLINGTON**

That the Council of the Town of Hay River move In Camera at 7:46 PM.

CARRIED

**#12-36 MOVEDBY: CLLR CASSIDY
 SECONDED BY: CLLR WALLINGTON**

That the Council of the Town of Hay River move out of In Camera at 8:30 PM.

CARRIED

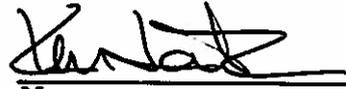
12. ADJOURNMENT

#12-37 MOVED BY: CLLR O'BRIEN

That the Regular Meeting of Council be adjourned at 8:31 PM.

Certified Correct as Recorded on the 30th day of January, 2012.

These minutes were accepted by motion#12-46.



Mayor



Senior Administrative Officer

**TOWN OF HAY RIVER
JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

**November 16, 2011
1:15PM**

The Joint Occupational Health and Safety Committee meeting was held Wednesday, November 16, 2011 at 1:15 PM in the Town Hall Boardroom

Present: Ross Potter, May-Britt Hetesi, Jaimi Carter, Dave Ryan, Harald Kauhausen, Jamie Pynten, Emma Harper

Absent:

1. Call to Order

Meeting was called to order at 1:15 pm by Ross Potter, Co-Chair.

2. Adoption of Agenda

As amended to remove item 5.d) which had remained on agenda in error.

Moved: Jaimi Carter

Seconded: Emma Harper

CARRIED

3. Adoption of Minutes October 24, 2011.

Moved: Jaimi Carter

Seconded: May-Britt Hetesi

That the JOH&S Committee accepts the minutes from the October 24, 2011, meeting as presented.

CARRIED

4. Business Arising from the Minutes

Harald confirmed that the lights at the Welcome sign at Chamber Park needed to be repaired by an electrician.

5. New Business

a) Incident(s) Review

There was one incident in the last month

(i) Fire at the Arena – children were apprehended lighting a fire at the back of the Arena – the RCMP were contacted and lighting was increased in this area as a preventative measure.

c) CSTS Course Update

No change from Minutes of October 24, 2011. Ross has asked that every member of Administration complete their courses by November 30, 2011.

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**TOWN OF HAY RIVER
JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

**November 16, 2011
1:15PM**

d) Safety Meetings

Ongoing as scheduled barring seasonal/emergency work that arises.

6. ISSUES

- a) Recreation
 - nothing to report
- b) Administration
 - nothing to report
- c) Public Works
 - nothing to report

Adjournment

**Moved: Jaimi Carter
That the regular meeting of the Occupational Health & Safety Committee be
adjourned at 1:33 p.m.**

inspection – ARENA

**Next meeting: Wednesday, December 14, 2011 – Town Hall Boardroom at 1:15
p.m.**

**Certified correct as recorded on November 16, 2011, and accepted by
Motion December 14, 2011:**



Ross Potter, Chair



May-Britt Hetesi, Recording Secretary



A Meeting of the Recreation Board of the Municipal Corporation of the Town of Hay River was held Wednesday, November 16, 2011 at 12:00 pm in the Doug Welterman Hall

MEMBERS PRESENT Chair – Greg Rowe, Jason Coakwell, Nikki Ashton, Colleen Ahenakew, Wayne Korotash, Deb Stanley

EXCUSED ABSENCE: Mayor Kelly Schofield, Lorraine Peterson

OTHERS PRESENT Asst SAO – May-Britt Hetesi, Recreation Director – Tammy Buchanan, Recreation Programmer – Emma Harper, Lead Facility Maintainer – Kim Tybring

CALL TO ORDER The meeting was called to order at 12:08 pm by Greg Rowe

ADOPT AGENDA

**MOVED BY: COLLEEN AHENAKEW
SECONDED BY: DEB STANLEY**

CARRIED

ADOPT THE MINUTES OF REGULAR MEETING, OCTOBER 19, 2011

**MOVED BY: WAYNE KOROTASH
SECONDED BY: NIKKI ASHTON**

CARRIED

DELEGATIONS

BUSINESS ARISING

A) RECREATION POLICY – “Facilities Operational Guidelines – General & Pool” for Review

Tammy introduced the “*Facilities Operational Guidelines – General & Pool*” portion of the Recreation Policy for review and revisions. Suggested changes included removing items no longer pertinent to the operations of the new pool, ensuring the rules of the facility are listed in the Recreation Centre as stated in the policy, including all rules and enforcement in the policy, and making minor “wording” changes to reflect a more encompassing conduct policy.

B) JOINT USE AGREEMENT – UPDATE

A meeting is scheduled in the Doug Welterman on November 21 at noon with the DEA regarding the *Joint Use Agreement*. Nikki, Colleen, and Tammy will be in attendance. The meeting will consist of an informal discussion between the two parties about their intentions regarding a joint use agreement.

C) BALLPARK TWINNING – UPDATE

Tammy explained that the recommendation of the re-allocation of funds for survey and design will go to Town Council on Nov 21. Jason also wondered if moving the fence by twinning the ball field would affect the trail/dog walking area. It was decided that when the survey happens they will bring this forward.

NEW BUSINESS

A) BINGO ALLOCATIONS

Emma introduced the Bingo Allocation for 2012 stating that she gave priority to youth organizations and tried to keep rescheduling to a minimum for each group. The board asked why there was a decrease in bingos this year. Various members suggested that bingos do not make money and groups that they are affiliated with do not do bingos anymore. Additionally, many of the enthusiastic

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bingo players have passed away. Greg also asked why no bingos were booked in the Legion. Emma explained that no groups had asked to book the Legion. It was commented that the Legion was not wheelchair accessible and more expensive to rent than the Community Hall. Greg asked that administration look into possible requirements to schedule a minimum number of bingos at the Legion. The board accepted the 2012 Bingo Allocation.

B) TRANS CANADA TRAIL EXTENSION

Tammy provided an update regarding the Trans Canada Trail Extension. The fence has been moved and the concept plan for the trail is underway. An engineer is surveying and designing the longer 2km route. The submission deadline for funding is February 1, 2012. It will take 30 days before approval of funding is known. Upon approval the tender to install gravel trails can occur.

C) MASTER PLAN – REVIEW AND REVISION

The last Master Plan was done in 1988. Tammy contacted PERC about updating this plan and the cost was estimated at \$76,000. Greg suggested that the board send out a survey and use the information for a plan instead of spending \$76,000 to develop a new plan. Jason and others wanted to review the original Master Plan before deciding how to proceed. The Master Plan has been tabled for the next meeting after review.

ADDITIONAL ITEMS DISCUSSED

A) RECREATION CENTRE DEVELOPMENT

Jason wanted to know how Town Council had reacted to the suggestion that they require municipal support to receive corporate support for arena development and renovation. It was mentioned that the Town Council reacted positively at the last meeting. Greg also discussed that DeBeers supported the Town of Hay River during their site visit and although they would not be building a new arena, they were very interested in helping with Polar Pond Hockey by challenging other mines and contractors. This would indirectly raise money for the facility.

B) TRI-SERVICE PARK & CHAMBER PARK

The board enquired about the money in the budget for the trail at the Tri-Service Park. The last action item was to have Public Works look into the drainage issue at the park. Administration will check to see if this has been done. Jason asked if the Chamber of Commerce was proceeding with the next phase at Chamber Park. Administration will check with Dave MacDonald for an area update.

C) NEW YEAR'S EVE

The recreation board would like administration to find out why the location of the fireworks has been moved this year.

D) GYMNASTICS CLUB

Nikki mentioned that they gymnastics club is up and running at the school. She also extended an open invitation to anyone who would like to see the effort that goes into set-up and take down in the school.

E) POOL TEMPERATURE

Wayne enquired into the temperature of the pool explaining that people have asked him why it is so cold. Kim explained that the pool is set at the perfect temperature for lane swimming not leisure swim.

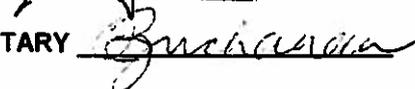
NEXT MEETING – December 14, 2011

ADJOURNMENT – 12:50pm

MOVED: Greg Rowe

CHAIR

SECRETARY



The Trade & Tourism Advisory Committee Meeting of the Town of Hay River was held on December 6, 2011 at 12:00 p.m. in the Doug Wieterman Hall.

Members Present: Deputy Mayor Mike Maher, Mayor Kelly Schofield, Kathy McBryan, Bernard Dueck, Cllr. Dawna O'Brien

Others Present: Tammy Buchanan (Director of Recreation), Michael Richardson (SAO), Emma Harper (Recreation Programmer), Kim Tybring (Lead Facility Maintainer)

Excused Absence: Tom Colosimo, Greg Rowe, Tara Schofield, Brian Lefebvre, Curtis Rowe, May-Britt Hetesi (Asst. SAO)

1. Call to Order – 12:15pm Mayor Kelly Schofield
2. Adopt Agenda –

Motion by: Deputy Mayor Mike Maher
Seconded by: Cllr. Dawna O'Brien

Carried

Adopt the Minutes of Regular Meeting, October 18, 2011

Motion by: Deputy Mayor Mike Maher
Seconded by: Kathy McBryan

Carried

3. Delegation
4. Discussion Items -

A) Start Your Engines/Tradeshow 2012 – No one responded to the RFP for “Start Your Engines Conference/Tradeshow” by the deadline. The group discussed the opportunity to now approach individuals in the Hay River community who might be interested. The group suggested various individuals, and Tiffany Gallivan and Jeff Griffiths were discussed as the most likely candidates. The group decided that planning would need to begin in January in order to hold a show in September 2012. Tiffany Gallivan and Jeff Griffiths will be invited to the next committee meeting to discuss ideas for the tradeshow. The group also discussed the purpose and possible themes of the tradeshow. The purpose of the past tradeshow was to bring clients and businesses together with a focus around transportation and logistics. The group brainstormed re-branding the tradeshow with possible alternate themes being the environment, green industry, or water and getting the federal government involved. The importance of connecting the theme with Hay River was also emphasized.

B) Hay River Fishing Derby – 2012 – Tom Colosimo, the main contact, was not in attendance. The group discussed the improbability of the Friendship Centre taking on the

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project. Kathy McBryan expressed an interesting taking the lead of this project, and also suggested the Snowmobile Club may be interested in playing a part in the event. She will contact Tom Colosimo and brainstorm ideas for the event.

5. New Business –

A) Trade & Tourism Advisory Committee Chair – Mike Maher and Kelly Schofield expressed they would consider chairing the committee if no one else stepped forward at January's meeting.

6. NEXT MEETING DATE – January 10, 2012

7. ADJOURNMENT – - Motion by: Deputy Mayor Mike Maher

CHAIR

SECRETARY



The image shows two handwritten signatures. The first signature is for Mike Maher, written in black ink. The second signature is for Kelly Schofield, also in black ink. Both signatures are written over horizontal lines that serve as baselines for the 'CHAIR' and 'SECRETARY' labels.



Handwritten initials in blue ink, possibly 'MF', with a small arrow pointing downwards.



**Mayor's / Chief's Report
December, 2011**

**Hay River RCMP Detachment
"G" Division
Northwest Territories**

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The Hay River RCMP Detachment responded to a total of 215 calls for service during the month of December 2011. This is an increase of approximately 9% decrease from the month of December 2010.

OCCURRENCE COUNT	Dec. 2010	Nov. 2011 Hay River	Dec. 2011 Hay River	Dec. 2011 Hay River Dene Reserve	Dec. 2011 Hamlets of Enterprise
Assaults (all categories)	11	13	5	4	0
Break and Enters (Residence, Business & other)	8	3	4	0	0
Theft of Motor Vehicle	0	2	5	0	0
Theft Under \$ 5000.00	3	4	5	0	0
Theft Over \$ 5000.00	0	0	0	0	0
Drugs (Possession)	0	2	1	0	0
Drugs (Trafficking)	10	3	2	0	0
Liquor Act	7	7	12	3	0
Unlawful Sale (Bootlegging)	0	0	0	0	0
Causing a Disturbance/Mischief (including public intoxication)	27	53	47	16	0
Impaired Driving	12	10	8	4	0
Other Complaints	66	94	80	19	0
Total Complaints	144	191	169	46	0
PRISONER COUNT	1124	978	1016		0
Prisoners	29	44	57	9	0
Outside Detachment Prisoners	2	0	0	0	0
Total Prisoners	31	44	57	0	0

The total PROS occurrences for 2011 to date is: 3659
 The total PROS occurrences for 2010 to date is: 3418
 This is a 9% increase overall.

The Hay River RCMP Detachment's "Communities Policing Priorities" as follows:

- Combating Organized Crime: Drug Trafficking
- Combating Substance Abuse Related Crimes: Alcohol and Drug
- Youth and Community Crime Prevention: Community Involvement
- Aboriginal Policing Concerns



Royal Canadian Mounted Police
 Gendarmes royales du Canada

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Community Policing Activities :

On December 1, 2011, Sgt. BUCHANAN and S/Cst. BECK worked on the "Not Us" Cabin project with some youth from the Reserve.

On December 2, 2011, Cpl. Young attended and assisted DJSS High School as they were preparing for a Territorial High School hockey tournament. Cpl. Young provided a police escort as the students marched from the high school to the local arena for the opening ceremonies.

From December 5 -9, S/Cst. Beck, along with Cst. Thomas and Sgt. Buchanan, continued to work on the community project of building a cabin that is to be utilized for the "Take a kid Trapping" Program. S/Cst. Beck, Cpl. Young and Cst. Thomas participated in a hunt which saw the youth experimenting with hunting caribou and trapping rabbits. One of the youth actually contributed to the killing of the caribou and as tradition holds, distributed all the meat of his first hunt to the elders of his community.

On December 9-10, the community of Hay River played host to his Excellency David Johnson, the Governor General of Canada and his wife. Hay River members assisted with provided VIP security during his visit.

Sgt. BUCHANAN and S/Cst. BECK assisted in the Governor General's visit to Hay River by way of providing safety snowmobiles for the dogsled and ice fishing portions of the activities.

On December 10, Sgt. Buchanan and Cpl. Young attended the opening ceremonies of the Arctic Winter Games Biathlon Trials. This was also attended by the Governor General of Canada. Cpl. Young and S/Sgt. Cullen assisted in providing security to this event as well.

On December 12, 2011, Sgt. BUCHANAN met with Fire Chief , the Coroner, and the Hospital's Quality of Care Coordinator with a view to maintain a good working relationship and lines of communication

On December 14, S/Cst. Beck, Cst. Stevens, Cst. Thomas and Cpl. Young assembled, prepared and decorated a float for the Hay River Christmas Santa Clause parade.

On December 14, Cpl. Young attended the annual Teddy Bear Toss at the local arena. This event was held with the Novice hockey team which saw parents and kids donate stuffed toys to the less fortunate. In excess of 100 stuffed animals were donated and collected.

On December 15, Cpl. Young attended the lighting of the annual Memory Tree.

On December 16, Cpl. Young and S/Cst. Beck attended the general assembly and Christmas concert at Harry Camsel Elementary School. Cpl. Young and S/Cst. Beck also help the kids distribute non-perishable goods to the local Soup Kitchen. Again, these items go towards feeding the less fortunate of the community.

On December 16, several members of the Hay River detachment participated in the Santa Clause

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parade. The detachment decorated and entered a float in the parade. This was conducted with kids from grades 2-3 from Harry Camsel Elementary School.

On December 18, Hay River detachment entered a hockey team in the Corporate Challenge. This is a one day tournament that is held annually during the Christmas season to raise money to help the less fortunate families of the community. Over \$3000 was raised during this event.

On December 22, Cpl. Young and S/Cst. Beck distributed presents that have been received for the "Toys for the North" initiative.

On December 31st Sgt. BUCHANAN volunteered to help the Town Recreation Department with the "Festival at the Forks" event to bring in the New Year. It was well attended and many Community Members were able to enjoy hot chocolate, coffee, snacks, music, outdoor skating, a huge bonfire, and an excellent fireworks presentation.

Several members of the Hay River Detachment, including Cpl. Young, Cst. MacKenzie, Cst. Steven's and Cst. Venne participate and play on a regular basis in the Hay River Rec and Old Timers Hockey league.

Cst. Keefe and Cst. MacKenzie continue to assist SAR coordinator Jack Kruger with outdoor winter and survival training.

Detachment clerk Ron Auger continues to demonstrate his many talents and abilities in the community. Auger is currently conducting a workshop where he is teaching the skills of making chocolate to a group of youth at the Diamond Jenness Secondary School. Auger also participates and assists with cadet training every Wednesday evening. It should also be noted that Auger devotes a great deal of VOT and his spare time at the detachment. His efforts are greatly appreciated.

Detachment clerk Lynne Buth is involved in the Hay River Minor Hockey League. Lynne is the director of the Bantam Hockey Team and devotes many hours of her own time volunteering to this team.

Aboriginal Community Constable Activities:

S/Cst. BECK has been actively working on the following ongoing Community based projects throughout the month of December:

- Youth Centre Visitation
- Take a kid trapping program/cabin building project.
- Planning a moose harvest on traditional lands to provide food for Kamba carnival hosted by the KFN in January.
- Coordinating another Take a Kid Trapping program for February and March.

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S/Cst. Beck arranged for the donation of lumber for this project that was to start in December and a \$2000 donation from the Hay River Drug Interdiction Society. During this Trapping Program, S/Cst. Beck and the youth will run several hunts that would secure a harvested animal for a feast to be held on the Katlodehchee First Nations Reserve.

Proactive Patrols for Hay River Satellite Communities:

Enterprise : A total of 6 proactive patrols were conducted by the Hay River RCMP Detachment and 10 proactive patrols were conducted by "G" Division Traffic services during this month.

Hay River Dene Reserve : A total of 15 proactive patrols were conducted by the Hay River RCMP Detachment during this reporting month.

In December, members of "G" Division Traffic services conducted a checkstop and speed enforcement on the Hay River Dene Reserve and in the school zones, checking vehicles for impaired driver's, speed, driver's license's, registration and insurance, as well as other violations under the Criminal Code of Canada, NWT Motor Vehicle Act and the Indian Band Act. Approximately 13 Violations Tickets have been issued to motorists for various traffic violations, including Speeding, Failing to Wear a Seatbelt and Failing to Stop. There was 1 Impaired driving charge from a result of check stops during Operation Red Nose.

Notable Occurrences for Month :

On December 2, 2011, unknown suspect/s broke into the Hay River Youth centre sometime during the evening. Unknown at this time if anything was stolen or if anything is missing however there was minor damage done to the building. The matter is still under investigation and the police are still interviewing persons of interest.

On December 3, 2011, the Hay River RCMP became involved in another break and enter to a residence. Two young males have been arrested and charged with break and enter. Doesn't appear to be anything missing nor damage during this incident.

On December 3, 2011, the Hay River RCMP became involved in a Criminal harassment investigation. A young person had reported to the police that she was being harassed and somewhat bullied by an adult of the community. As a result of the investigation, a charge of criminal harassment is being pursued. The matter is still ongoing.

On December 5, 2011, the Hay River RCMP received a report of a vehicle that was stuck in the snow near the Old Village. When police attended and located the vehicle, it was learned that the vehicle was stolen overnight. Police were also advised that the vehicle keys were also left in the vehicle when it was stolen. No suspects have been identified in this theft.

myf
K

On December 9, 2011, the Hay River conducted a traffic stop on the McKenzie Highway. During the stop, the driver showed signs of impairment. The driver was detained for an impaired investigation and transported to the detachment to provide breath samples. As a result of these samples, the driver was charged with impaired driving. The matter is still before the court.

On December 10, 2011, the Hay River RCMP received a report of an assault on the Hay River Dene Reserve. During the investigation an elderly male was taken to the Hay River Hospital to be treated for a dislocated shoulder. As a result of the investigation, another male was arrested and charged with assault causing bodily harm. This matter is currently before the court.

On December 23, the Hay River RCMP received a report of a domestic assault. When police arrived at the residence, the suspect had already fled the scene and is believed to have left town. Police have obtained an arrest warrant for this male for a domestic assault and forcible confinement. The male is still at large and police have not been able to locate him. The female victim did not sustain any injuries.

Drugs Seizures & Complaints:

The Hay River RCMP have received and investigated three drug related occurrences during to the month of December. Due to the lack of information, no suspects have been identified and no illegal drugs have been seized. However, our Detachment continues to deal with its four Unit Priorities; Combating Organized Crime, Substance Abuse, Youth and Crime Prevention and Aboriginal Policing Concerns and are actively involved in Intelligence Led Policing.

A few suggestions to the Citizens of Hay River and Surrounding Area are as follows:

- Vandalism and property crimes happen, please ensure you do your part to ensure you don't become a victim. Lock your vehicles, homes, and put your valuable items out of view of prying eyes.
- Take a picture and record the serial number of your bicycles and other property! If they are stolen and then recovered it helps in the process of turning the property back to its rightful owner.

Hay River RCMP Detachment included the following during this period:

- * 15 hours of training and mandatory qualifications shared by the Membership. One member was away in Ottawa on training for several weeks in December.
- * 72 hours of leave spent this month.
- * 1 hour of sick leave spent this month.
- * 30 hours+ of voluntary overtime donated by the Membership at Hay River in order to keep up with their investigations and file work. (VOT is a common practice among Members where no pay is expected or received, it reflects pride in their work and commitment to professionalism.).

mf
←

* The Membership continues to put forth an excellent effort and morale is exceptional.

Remember, when you see crime or have information related to keeping your community safe-call your local Detachment at 874-1111 and we will do our best to deal with your concerns. If you wish to remain anonymous you can call Crimestoppers at 1-800-222-8477 and they will pass the information on to us.

Police would like to remind the public that Victim Services is available in Hay River, NT. They can be contacted by calling (867) 876-2020 for further information or by fax at 867-873-0199.

Should you have any questions or concerns regarding this report, please feel free to contact me to discuss.

Sgt. Scott BUCHANAN
Detachment Commander

or

Cpl. Scott Young
Operations NCO

Hay River RCMP Detachment
telephone: (867)874 - 1111

External Distribution List:
OIC "G" Division South District
South District Advisory NCO
Sue Vogt - "G" Division Criminal Operations
Jacqueline Ciotti, Executive Assistant to the Commanding Officer - "G" Division

This report has been prepared by Cpl. Scott J Young.



TOWN OF HAY RIVER
PERSONNEL - EDUCATIONAL LEAVE (TRAINING) POLICY

POLICY P-9

POLICY

The Town of Hay River provides in the Collective Bargaining Agreement, Section 26.07, and the Management By-Law, Section 25., for Educational Leave for Employees.

Attached are the Applications for Educational Leave for the Collective Bargaining unit employees and Management personnel to be used to record, coordinate and administer this program.

mf



Town of Hay River

Application for Training for Permanent Employees under the Collective Agreement

All employees who are applying for, or are requested to participate in, training and development courses shall complete the Application for Training in consultation with their supervisors. Full information on this program is available under the Collective Agreement, Section 26.07.

EMPLOYEE INFORMATION
Name:
Position Title:
Department:
Date Hired:
EDUCATIONAL BACKGROUND: Please describe secondary, post-secondary, courses and training which have given you work related knowledge & skills. Start with highest level achieved and specify the degrees, certificates or diplomas completed. Attach a separate page if necessary.

hjp
↙

COMMENTS: Please state why you believe that this particular program will prove beneficial to both yourself and the Town

Employee's Signature

Date

Supervisor's Signature

Date

APPROVED:

YES _____

NO _____

RATIONALE:

DEPARTMENT HEAD NAME: _____

Senior Administrative Officer

Date





Town of Hay River
Application for Professional Development for Management Employees
under Bylaw No. 2240 Management Personnel Bylaw

All management employees who are applying for, or are requested to participate in, training and development courses shall complete the Application for Training in consultation with the Senior Administrative Officer. Full information about this program is available in Section 25. Professional Development, in the Management Personnel Bylaw No. 2240/GEN/11.

EMPLOYEE INFORMATION
Name:
Position Title:
Department:
Date Hired:
EDUCATIONAL BACKGROUND: Please describe secondary, post-secondary, courses and training which have given you work related knowledge & skills. Start with highest level achieved and specify the degrees, certificates or diplomas completed. Attach a separate page if necessary.

COMMENTS: Please state why you believe that this particular program will prove beneficial to both yourself and the Town

Employee's Signature

Date

APPROVED:

YES _____

NO _____

RATIONALE:

Senior Administrative Officer

Date

MP
↓



Jan 2, 2012

**Michael Richardson
SAO
Town of Hay River
73 Woodland Drive
Hay River, NWT X0E 1G1**

Re: Proposed Telecommunications Site at the junction of Hwy 2 & Hwy 5, south of the Town of Hay River NWT.

**Bell Mobility Site No.: DO169
Bell Mobility Site Name: Pine Junction**

Dear Michael

Further to our discussion on the above proposed project and your request for a formal proposal from Bell Mobility for the project, I would like to indicate Bell Mobility's desire to enter into discussions with the Town of Hay River about the proposal.

The intent of the proposal is to provide cellular coverage for the south end of Hay River and the golf course. It is also intended to help the coverage along Hwy 2 between Hay River & Enterprise as well as extend down Hwy 5 towards Fort Smith. In addition it will help reduce the high volume of cellular traffic at the Bell Mobility site at Northland Utilities.

The technology of the equipment will be able to service the newer 3G smart phones and eventually the future 4G technology equipment will be added.

mf
←

As we discussed, a technical team visited Hay River in 2008 to gather information and I began preliminary discussions with the former Town SAO as well as with Gary Hoffman of the Public TV Society in Hay River. For a number of reasons Bell Mobility decided to delay the proposal at that time but have now put it back on the construction agenda.

Several locations were looked at as possible sites for a telecommunications tower and ultimately one was chosen at the junction of Hwy 2 & Hwy 5 just south of the Town. At the time the Town was in the process of acquiring the property from MACA and I understand the Town of Hay River now has title to the property.

The access to the site would be along the old CN Rail bed that Castle Building Supplies currently uses for access to its' site immediately to the west of and adjacent to the proposed Bell Mobility site. There is also a residence further down the road that uses the rail bed for access. I had begun discussions with MACA on obtaining permission to use the rail bed for access but discontinued when the original project was postponed.

The early discussions included the possibility of allowing the public TV Society to co-locate on the tower. I have spoken again about this to the Radio (RF) Engineer for the project and while he is not opposed to the idea he did indicate they would require more information before agreeing to it, like transmission power output and preferred height of the antennas for instance. It was indicated to me that they are finding some of the newer technology and equipment is more sensitive to interference from outside sources than even the technology of a few years ago. As well, in the event of an equipment failure, immediate access to the equipment on the tower is required and the presence of high output transmission equipment is a safety concern when climbing a tower for equipment repair. That being said Bell Mobility would certainly be willing to look at this.

Bell Mobility would prefer to discuss the project with the Town of Hay River on the merits of enhancing performance and coverage of cellular communication in the Town. Once an agreement has been reached for location and a lease is in place they will be happy to entertain co-location proposals.

Bell Mobility is formally requesting the Town of Hay River consider this proposal. The proposal would include a lease area of 200 m by 200 m (approximately 4.0 hectare or 9.88 acres). On the site there would be a 106.5 meter guyed tower with an approximately 18 square meter shelter at the base of the tower.

At the end of this discussion I have included:

1. A Google view of the proposed site and surrounding area
2. A scan of the proposed property lot
3. Preliminary Drawings for the proposal including site location, site layout & tower profile.

A handwritten signature in blue ink, possibly reading 'mf', with a black arrow pointing downwards and to the left.

Please accept this letter as Bell Mobility's introduction to this proposed project. I am sure you will have questions for Bell Mobility so please feel free to contact me any time by any of the means listed below and I look forward to our future discussions on the matter.

Thanks



Garnet McConney
Sr. Site Acquisition Specialist

The Insite Group of Companies
Office: 403.648.9080 Ext. 223
Fax: 403.556.1443
Cell: 403.589.4414
E: g.mcconney@insitesolutions.ca



Bell Mobility

DO169 Hay River

Approx. Scale 1:11,000

North



CN Rail Line

Hiwy 2

Castle Building Supplies

DO169 Proposed site

Old CN Rail Bed

Hay River

Hiwy 5

754 m

lat 60.759969° lon -115.845736°

elev 168 m

Image © 2008 DigitalGlobe
© 2008 Tele Atlas
Image © 2008 TerraMetrics

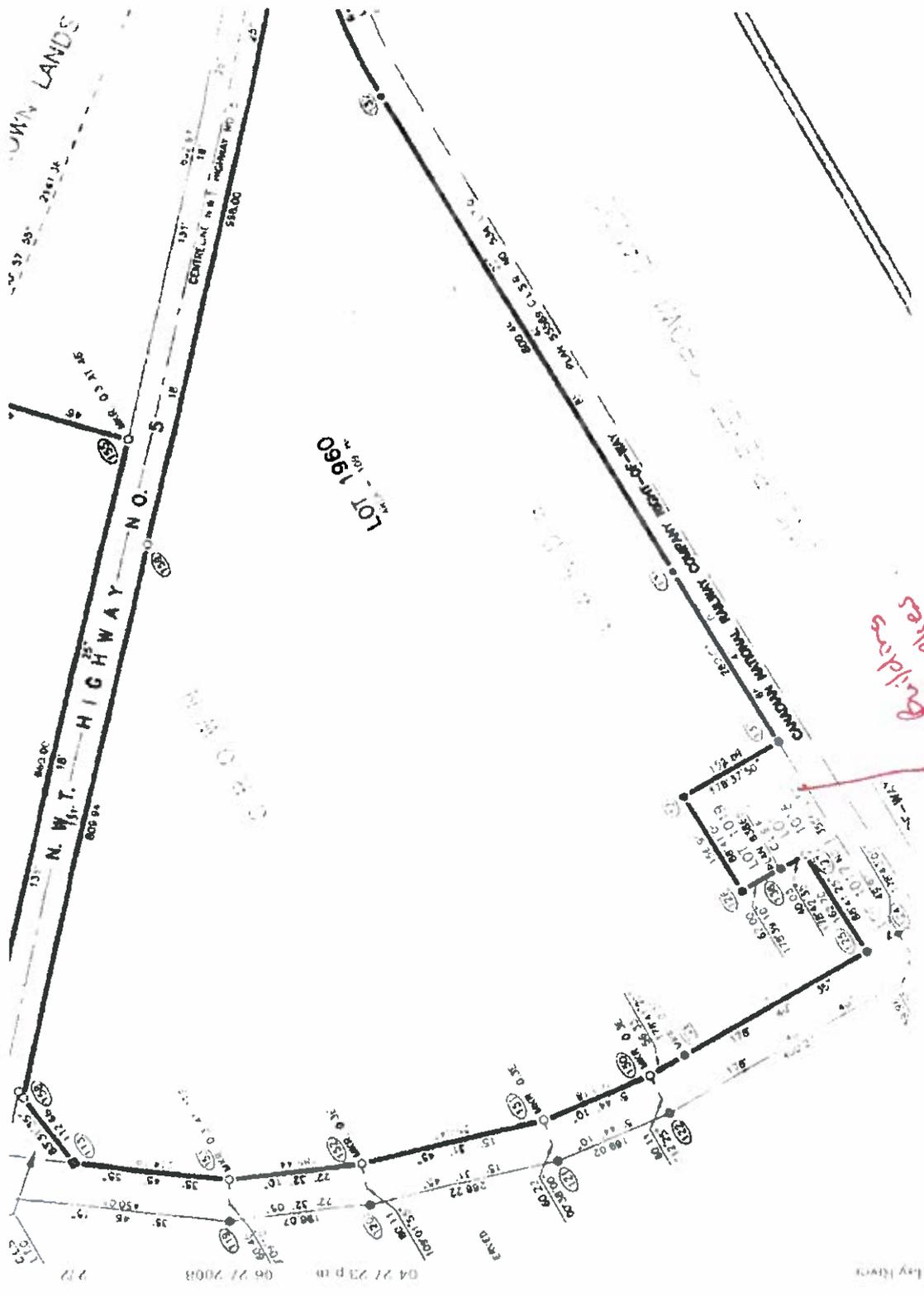
Sep 8, 2006

Eye alt 2.90 km

Google



Handwritten signature



*Coffee Builders
Do 169 Hay River*

DM



Bell Mobility®

SITE NAME: HAY RIVER

**LOCATION: MACKENZIE DRIVE (HWY 2)
HAY RIVER, N.W.T.**

SITE TYPE: NEW 106.5m GUYED TOWER

SITE CODE: D0169A

SITE SPECIFIC DRAWINGS:

REV. No.	DWG. No.	DESCRIPTION
A	CADD0169AG001	COVER SHEET
A	CADD0169AG002	ANTENNA TABLE AND DETAILS
A	CADD0169AG003	SITE PLAN
A	CADD0169AG004	COMPOUND PLAN
A	CADD0169AG005	SOUTH AND WEST ELEVATIONS
A	CADD0169AG006	NORTH AND EAST ELEVATIONS

SITE DESCRIPTION:

THE PROPOSED BELL MOBILITY SITE LOCATION WOULD BE LOCATED ON THE EAST SIDE OF MACKENZIE DRIVE (HWY 2) AT A POINT APPROXIMATELY 1.3 KM SOUTH OF THE JUNCTION OF THE MACKENZIE DRIVE (HWY 2) AND THE FORT SMITH HWY (HWY 5). THE SITE IS ADJACENT TO HAY RIVER CASTLE BUILDING SUPPLIES.

CONTACT LIST:

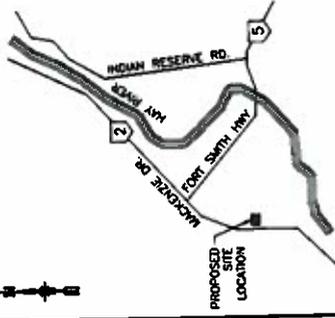
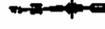
SHAUN PERRETT, CONSTRUCTION MANAGER
CELL: 403-569-5030

TOWER COORDINATES:

LATITUDE: -
LONGITUDE: -

REVISION/ISSUE HISTORY

REV. No.	ISSUED FOR CLIENT REVIEW	DATE	AR
A		07/18/2008	AR



MORRISON HERSHFIELD
Suite 300 - 6807 Railway Street SE
Calgary, Alberta T2H 2V6
Tel: 403-246-4500 Fax: 403-246-4220



SITE NAME: HAY RIVER
LOCATION: MACKENZIE DR
HAY RIVER, N.W.T.

DESCRIPTION: COVER SHEET

CELL SITE ID: D0169A

PROJECT DESC: NEW 106.5m GUYED TOWER

PROJECT NUM: 3083021.00

CREATED BY: A.R. **DATE:** 07/07/2008

DESIGNED BY: D.R.S. **DATE:** -

APPROVED BY: - **DATE:** -

SCALE: N/A **V. SCALE:** -

DRAWING NUMBER: G001

FILE NAME: CAD0169AG001

Handwritten signature/initials

REVISION/ISSUE HISTORY

A	ISSUED FOR CLIENT REVIEW	07/10/2008	AR
---	--------------------------	------------	----

MORRISON HERSHFIELD
 Suite 300 - 6807 Railway Street SE
 Calgary, Alberta T2C 3K6
 Tel: 403-246-4500 Fax: 403-246-4220



SITE NAME: HAY RIVER
LOCATION: MACKENZIE DR.
 HAY RIVER, N.W.T.

DESCRIPTION: ANTENNA TABLE AND DETAILS

CELL SITE ID: D0169A

PROJECT DESC: NEW 106.5m GUYED TOWER

PROJECT NUM: 3083021.00

CREATED BY: A.R. **DATE:** 07/07/2008

DESIGNED BY: D.R.S. **DATE:** -

APPROVED BY: - **DATE:** -

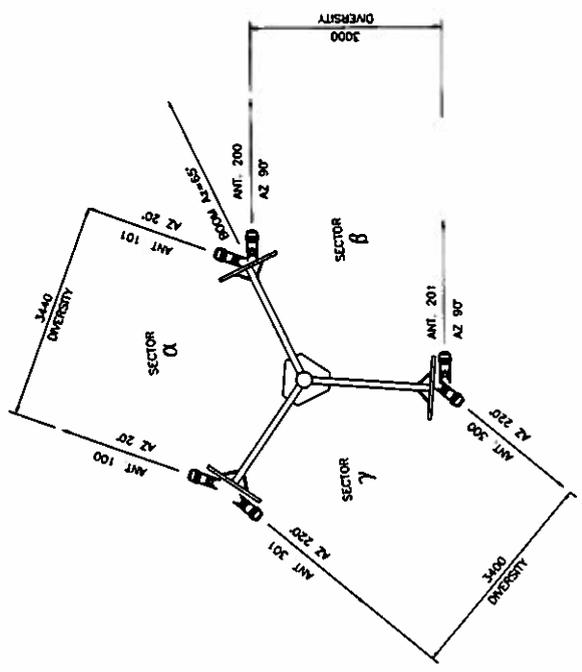
SCALE: AS NOTED **V. SCALE:** -

DRAWING NUMBER: G002

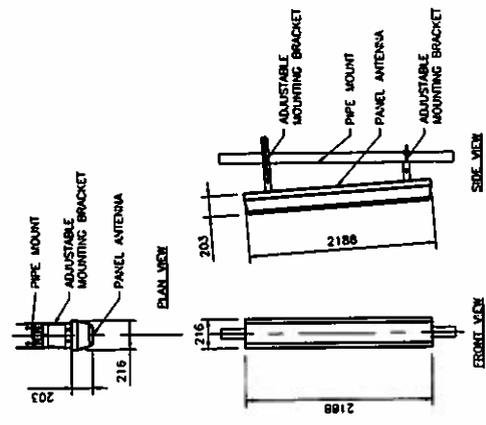
FILE NAME: CAD0169AG002

ANTENNA LIST										
No.	SECTOR	* A.S.L.	STATUS	ANTENNA	ON TLL	AZIMUTH	MAIN CABLE	ESTIMATED LENGTH	ACTUAL LENGTH	POLARITY
100	ALPHA	107.8m WD	INITIAL	SKEDCOM SC-E 6016 rev2	TBD	20°	TBD	125.0m	-	-
101	ALPHA	107.8m WD	INITIAL	SKEDCOM SC-E 6016 rev2	TBD	20°	TBD	125.0m	-	-
102	ALPHA	TBD	FUTURE	SKEDCOM SC-E 6016 rev2	TBD	20°	TBD	125.0m	-	-
103	ALPHA	TBD	FUTURE	SKEDCOM SC-E 6016 rev2	TBD	20°	TBD	125.0m	-	-
200	BETA	107.8m WD	INITIAL	SKEDCOM SC-E 6016 rev2	TBD	90°	TBD	125.0m	-	-
201	BETA	107.8m WD	INITIAL	SKEDCOM SC-E 6016 rev2	TBD	90°	TBD	125.0m	-	-
202	BETA	TBD	FUTURE	SKEDCOM SC-E 6016 rev2	TBD	90°	TBD	125.0m	-	-
203	BETA	TBD	FUTURE	SKEDCOM SC-E 6016 rev2	TBD	90°	TBD	125.0m	-	-
300	CANADA	107.8m WD	INITIAL	SKEDCOM SC-E 6016 rev2	TBD	230°	TBD	125.0m	-	-
301	CANADA	107.8m WD	INITIAL	SKEDCOM SC-E 6016 rev2	TBD	230°	TBD	125.0m	-	-
302	CANADA	TBD	FUTURE	SKEDCOM SC-E 6016 rev2	TBD	230°	TBD	125.0m	-	-
303	CANADA	TBD	FUTURE	SKEDCOM SC-E 6016 rev2	TBD	230°	TBD	125.0m	-	-

MICROWAVE ANTENNA LIST											
No.	SECTOR	* A.S.L.	STATUS	TU/TRUM	BACK ANTENNA	ON TLL	AZIMUTH	MAIN CABLE	ESTIMATED LENGTH	ACTUAL LENGTH	POLARITY
400	T1	TBD	FUTURE	TBD	MP8-107	TBD	TBD	TBD	TBD	TBD	TBD
401	T1	TBD	FUTURE	TBD	MP8-107	TBD	TBD	TBD	TBD	TBD	TBD



G2 ANTENNA PLAN
1:75



G2 PANEL ANTENNA DETAILS
1:30

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REVISION/ISSUE HISTORY	
A	ISSUED FOR CLIENT REVIEW 07/06/2008 AR

NOTES

1. SITE PLAN INFORMATION COPIED FROM MEASUREMENTS TAKEN ON SITE. NO WARRANTY OR GUARANTEE IS GIVEN WITH RESPECT TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. CONTRACTOR TO VERIFY ALL PERTINENT INFORMATION AND REPORT ANY CONFLICTS OR DISCREPANCIES TO THE CONSULTANT PRIOR TO CONSTRUCTION.

M Morrison Hershfield

Suite 300 - 6807 Railway Street SE
 Calgary, Alberta T2H 2V8
 Tel: 403-246-4500 Fax: 403-246-4220



SITE NAME: HAY RIVER
LOCATION: MACKENZIE DR.
 HAY RIVER, N.W.T.

DESCRIPTION: SITE PLAN

CELL SITE ID: D0169A

PROJECT DESC: NEW 106.5m GUYED TOWER

PROJECT NUM: 3083021.00

CREATED BY: A.R. **DATE:** 07/07/2008

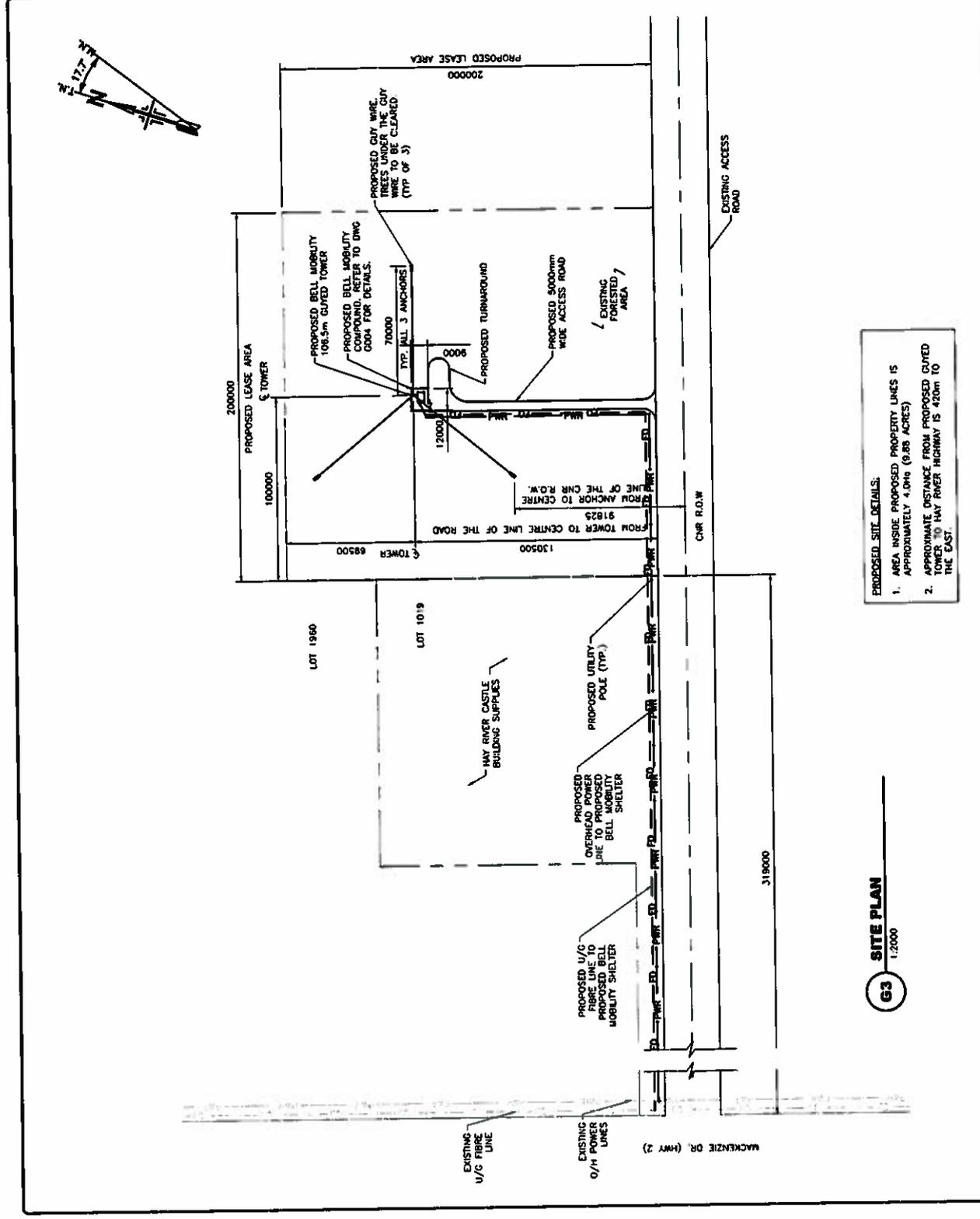
DESIGNED BY: D.R.S. **DATE:** --

APPROVED BY: -- **DATE:** --

SCALE: AS NOTED **V. SCALE:** --

DRAWING NUMBER: C003

FILE NAME: CAD0169AG003



63 SITE PLAN
 1:2000

[Handwritten signature]

REVISION/ISSUE HISTORY

A	ISSUED FOR CLIENT REVIEW	07/10/2008	AR



Suite 300 - 6807 Railway Street SE
Calgary, Alberta T2H 2Y6
Tel: 403-246-4500 Fax: 403-246-4220



SITE NAME: HAY RIVER
LOCATION: MACKENZIE DR.
HAY RIVER, N.W.T.

DESCRIPTION: COMPOUND PLAN

CELL SITE ID: D0169A

PROJECT DESC: NEW 106.5m CUYED TOWER

PROJECT NUM: 3083021.00

CREATED BY: A.R. DATE: 07/07/2008

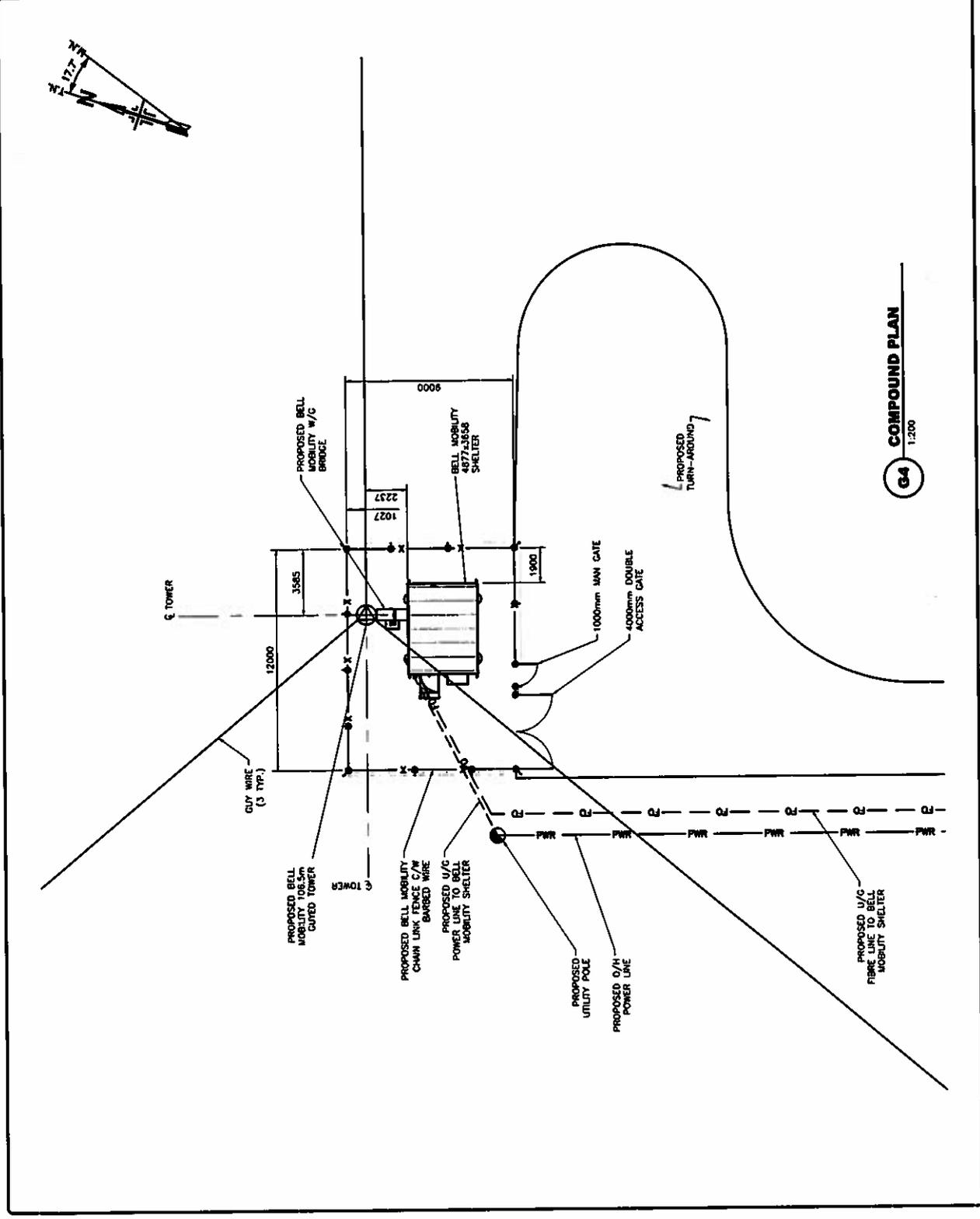
DESIGNED BY: D.H.S. DATE: -

APPROVED BY: - DATE: -

SCALE: AS NOTED V. SCALE: -

DRAWING NUMBER: C004

FILE NAME: CAD0169AC004



Handwritten signature and initials.

REVISION/ISSUE HISTORY	
A	ISSUED FOR CLIENT REVIEW 07/12/2008 AR

MORRISON HERSHFIELD
 Suite 300 - 6807 Railway Street SE
 Calgary, Alberta T2H 2N6
 Tel: 403-246-4500 Fax: 403-246-4220



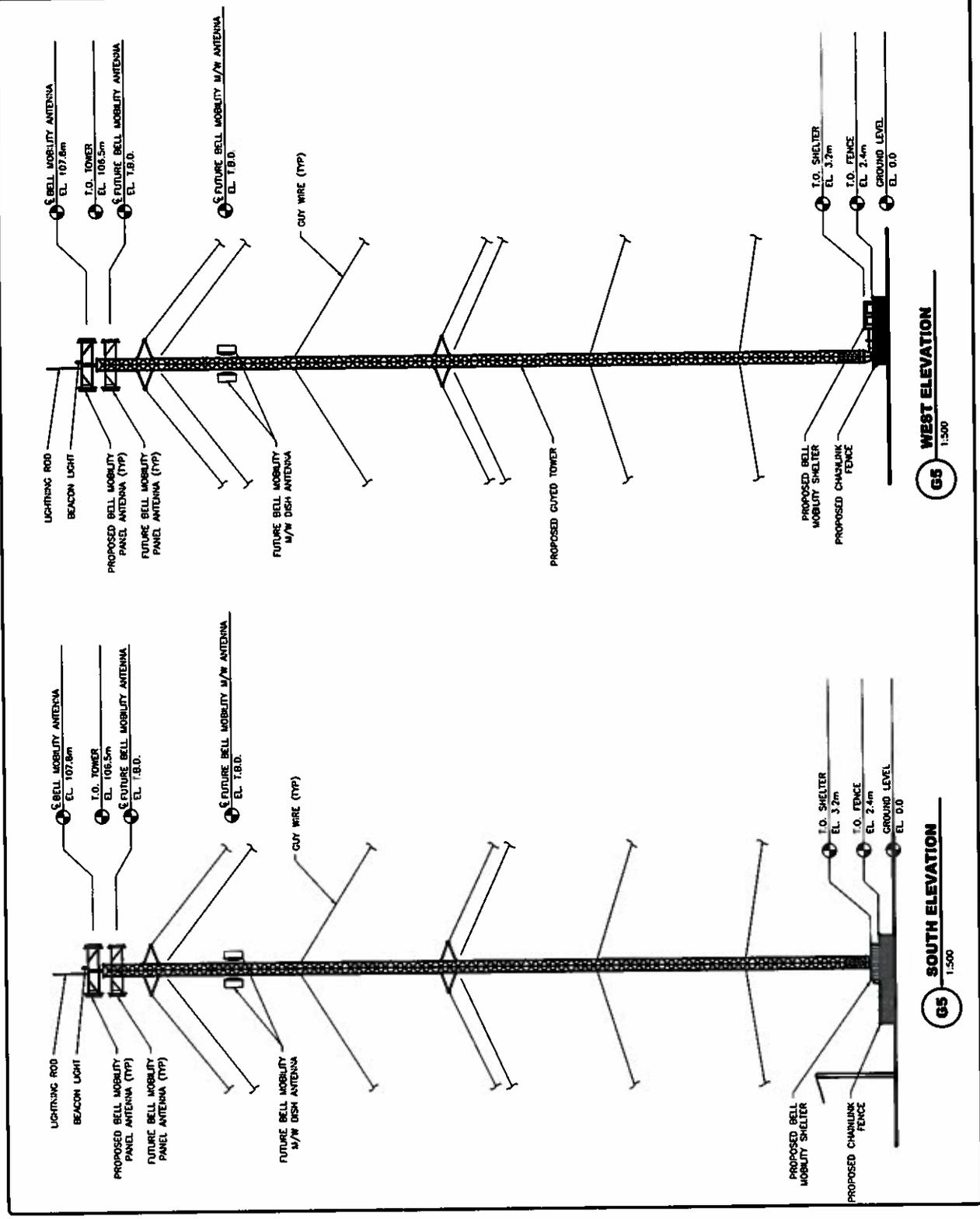
SITE NAME: HAY RIVER
LOCATION: MACKENZIE DR.
 HAY RIVER, N.W.T.

DESCRIPTION: SOUTH & WEST ELEVATIONS
CELL SITE ID: D0169A

PROJECT DESC: NEW 106.5m CUYED TOWER

PROJECT NUM: 3083021.00
CREATED BY: A.R. **DATE:** 07/07/2008
DESIGNED BY: D.R.S. **DATE:** --
APPROVED BY: -- **DATE:** --

SCALE: AS NOTED **V. SCALE:** --
DRAWING NUMBER: C005
FILE NAME: CAD0169AG005



Handwritten signature/initials

REVISION/ISSUE HISTORY

A	ISSUED FOR CLIENT REVIEW	07/02/09	AR
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Suite 300 - 6807 Railway Street SE
 Calgary, Alberta T2H 2V6
 Tel: 403-246-4600 Fax: 403-246-4220



SITE NAME: HAY RIVER
 LOCATION: MACKENZIE DR.
 HAY RIVER, N.W.T.

DESCRIPTION: NORTH & EAST ELEVATIONS

CELL SITE ID: D0189A

PROJECT DESC: NEW 106.5m GUYED TOWER

PROJECT NUM: 3083021.00

CREATED BY: A.R. DATE: 07/07/2009

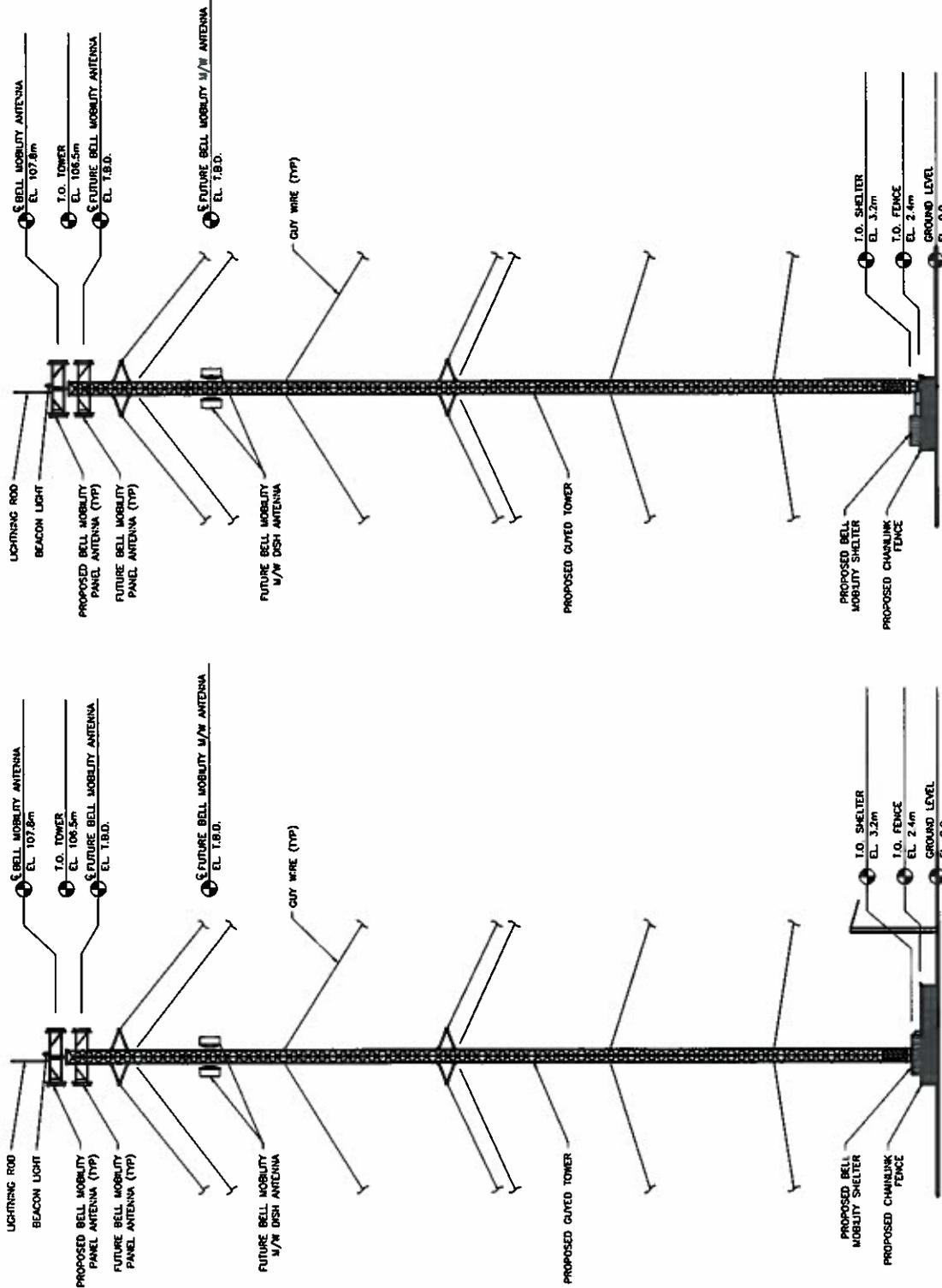
DESIGNED BY: D.R.S. DATE: --

APPROVED BY: -- DATE: --

SCALE: AS NOTED V. SCALE: --

DRAWING NUMBER: C006

FILE NAME: CAD0169AC006



G6
 EAST ELEVATION
 1:500

G6
 NORTH ELEVATION
 1:500

Handwritten signature/initials

BY-LAW NO. 1786/UTIL/12

THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER

A BY-LAW OF THE TOWN OF HAY RIVER in the Northwest Territories to amend By-law No. 1786/UTIL/01, being a by-law to provide for the establishment, operation, maintenance, and alteration of a water supply and sewage system and for the levying and collecting of water and sewage service charges;

PURSUANT TO the *Cities, Towns and Villages Act, S.N.W.T. 2003*, Chapter C-22, Section 58 and 59.

NOW, THEREFORE, THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN OF HAY RIVER, in regular sessions duly assembled, enacts as follows:

1. That Schedule "A" of By-law No. 1786H/UTIL/01 "Tariffs" is hereby repealed in its entirety and replaced by Schedule "A" attached to and forming part of the by-law.
2. That the tariffs outlined in the attached Schedule "A" are effective the first day of the month following the date and month that this by-law receives third and final reading.

READ A FIRST TIME this 30th day of January, 2012.

Mayor

READ A SECOND TIME this 30th day of January, 2012.

Mayor

READ A THIRD AND FINAL TIME this day of , 2012.

Mayor

Handwritten signature in blue ink with an arrow pointing downwards.

BY-LAW NO. 1786/UTIL/12

THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER

CERTIFIED that this bylaw has been made in accordance with the requirements of the Cities, Towns and Villages Act, S.N.W.T., 2003, c.22, and the bylaws of the Municipal Corporation of the Town of Hay River, this day of, 2012.

Senior Administrative Officer

A handwritten signature in blue ink, possibly reading 'mp', with a black arrow pointing downwards from the bottom of the signature.

THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER

**Schedule "A"
Tariffs**

SECTION A - PUBLIC PIPED SERVICE USERS

All users of the Public Piped Service system shall be charged for both access and consumption.

- 1) Charges for access to the service shall be \$10.00 per month for each user regardless of whether or not any water is consumed.
- 2) Each service shall have a minimum monthly service charge equal to the cost of the following gallonage:

Meter Size		Monthly Minimum (Imperial Gallons)
Imperial (inches)	Metric (mm)	
5/8	16	2,000
3/4	19	2,000
1	25	3,000
1-1/2	38	5,000
2	50	7,000
3	75	11,000
4	100	15,000
6	150	15,000
8	200	20,000

The minimum monthly charges equal to the above gallonages shall apply regardless of whether or not any water is consumed.

The gallonage charge shall be Nineteen Dollars and Seventy Seven Cents (\$19.77) per one thousand (1,000) gallons (4,550 litres) except for government, agencies and boards of government and users outside of the municipal boundary of the Town of Hay River.

The gallonage charge for government, agencies and boards of government within the municipal boundary of the Town of Hay River shall be Twenty One Dollars and Sixty Two Cents (\$21.62) per one thousand (1,000) gallons (4,550 litres).

The gallonage charge for users outside of the municipal boundary of the Town of Hay River shall be Forty Three Dollars and Twenty Four Cents (\$43.24) per one thousand (1,000) gallons (4,550 litres).

hpr
↓

BY-LAW NO. 1786I/UTIL/12

THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER

- 3) Consumption greater than the minimum monthly gallonage shall be charged for the water consumed at a rate of Nineteen Dollars and Seventy Seven Cents (\$19.77) per one thousand (1,000) gallons (4,550 litres) except for government, boards and agencies of government and users outside of the municipal boundary of the Town of Hay River.

Consumption greater than the minimum monthly gallonage for government, agencies and boards of government within the municipal boundary of the Town of Hay River shall be charged for the water consumed at a rate of Twenty One Dollars and Sixty Two Cents (\$21.62) per one thousand (1,000) gallons (4,550 litres).

Consumption greater than the minimum monthly gallonage for users outside of the municipal boundary of the Town of Hay River shall be charged for the water consumed at a rate of Forty Three Dollars and Twenty Four Cents (\$43.24) per one thousand (1,000) gallons (4,550 litres).

- 4) For users of the piped water only service within the municipal boundary of the Town of Hay River, the charge for water only shall be 65% of the charge for piped water/sewer.
- 5) All residential customers shall provide a meter deposit in accordance with Clause 303.1 1) a) of One Hundred and Ten Dollars (\$110.00).

SECTION B - UNMETERED USERS

- 1) The following monthly rate shall be assessed and charges based thereon shall be made respecting all single family residential water users serviced from and connected to the Town's Public Piped Service and not otherwise provided for in this By-Law:

A minimum charge based on an average consumption of 5,000 gallons (22,750 litres) shall be used.

- 2) Any other water users connected to the Town's public piped service and are not metered shall be charged an amount which will be determined by the Senior Administrative Officer based on an estimated load, line size and estimated consumption.

SECTION C - TRUCK WATER DELIVERY AND SEWAGE PUMP OUT

- 1) Charges for access to the service shall be Ten Dollars (\$10.00) per month for each user.
- 2) Users residing in residentially zoned areas within the Town, excepting the Corridor Area, where no connection can be provided to the Town's Public

BY-LAW NO. 1786I/UTIL/12

THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER

Piped Water Service shall be charged consumption charges at a rate of Thirty Seven Dollars and Seven Cents (\$37.07) per One Thousand (1,000) gallons up to Four Thousand Five Hundred (4,500) gallons per month. Consumption charges between Four Thousand Five Hundred and One (4,501) gallons and Seven Thousand gallons (7,000) per month shall be at a rate of Sixty Five Dollars and Thirty Eight Cents (\$65.38) per One Thousand gallons. Consumption over Seven Thousand (7,000) gallons shall be charged a rate of One Hundred Thirty Five Dollars and Forty One Cents (\$135.41) per One Thousand gallons.

0 to 4,500 Gallons	\$37.07/Thousand Gallons
4,501 to 7,000	\$65.38/Thousand Gallons
Over 7,000 Gallons	\$135.41/Thousand Gallons

- 3) Commercial and Industrial users shall be charged a rate of One Hundred Thirty Five Dollars and Forty One Cents (\$135.41) per One Thousand gallons for all consumption.
- 4) All business and caretaker security units on industrially and commercially zoned premises, as defined by the Zoning and Building By-law, shall be charged a rate of One Hundred Thirty Five Dollars and Forty One Cents (\$135.41) per One Thousand gallons for all consumption.
- 5) Users residing in the Corridor Area shall be charged at a rate of Thirty Four Dollars and Twenty Six Cents (\$34.26) per One Thousand gallons for all consumption.
- 6) Sewage subsidies shall be paid to residential consumers on Vale Island and the Mile Five Area only. Caretakers units will not receive a subsidy. The subsidy for residential consumers shall be Ten Dollars (\$10.00) per pickup, payable once monthly upon producing original invoices from an approved Sewage Contractor (as approved by the Town of Hay River) to a maximum of one pickup per One Thousand (1,000) gallons or part thereof of water purchased. Sewage subsidies shall be applied as a credit to the customer's account and will not be paid in cash.
- 7) Delivery of potable water shall be provided by the Town's contractors weekly, excepting Sundays, between the hours of 8:00 a.m. and 5:00 p.m., subject to the provisions of the Water and Sewer Services By-law.
- 8) All residences receiving trucked municipal services shall conform to the specifications as appended to the Water and Sewer Services By-Law.
- 9) Authorization plates are the property of the Town of Hay River.
- 10) An approved Sewage Contractor will be a contractor that:



BY-LAW NO. 1786I/UTIL/12

THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER

- a) That has a valid Town of Hay River business license;
- b) Has demonstrated to the Town that he has the available equipment and experience to provide the service;
- c) Has agreed to provide to the Town of Hay River a daily log of pickups made with estimated volumes of each pickup or other information as required.

SECTION D - FLAT RATE BILLING

Where the Senior Administrative Officer is unable to obtain access for the purpose of meter reading, the consumption shall be based on:

- a) the average actual readings from the previous six (6) months, or
- b) in the event of inadequate readings, the consumption shall be calculated on the average gallonage. If no basis for averaging exists, the consumption shall be calculated on a gallonage of Five Thousand (5,000) gallons or 22,750 litres.

SECTION E - HIGH VOLUME COMMERCIAL CONSUMPTION (TRUCK-SERVICE)

A high volume commercial consumption rate is available to commercial customers on the truck service by special arrangement with the Trucked Water Contractor and the Town. This rate is based on the consumer being able to accept a full truckload of water per delivery. The rate charged will be Twelve Dollars and Eighty Five Cents (\$12.85) per One Thousand (1,000) gallons delivered, plus the cost of delivery charged to the Town by the Trucked Water contractor.

Partial truckloads will be charged at the regular rate as set out in Section "C".

SECTION F - SUMMER RATES RESIDENTIAL PIPED ONLY

The summer months are designed to be consumption periods beginning June 1st and ending August 31st annually. The summer water rate for customers on the piped water and sewer system and the piped water only system shall be Fifty percent (50%) of the normal piped water and sewer rate for all consumption in excess of Five Thousand (5,000) gallons.

SECTION G - CONNECT OR DISCONNECT PERMIT FEE

The connection or the disconnection fee shall be Fifteen Dollars (\$15.00) plus the Goods and Service Tax. If a disconnection is the result of a payment which is in default there shall be an additional Twenty Five Dollar (\$25.00) service fee.

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THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER

SECTION H - VOLUNTARY FINES

Water wastage, Section 401	\$200.00
Contamination, Section 402	\$200.00
Discharge of harmful matter, Section 403	\$100.00
Failure to abide by order, Section 506	\$200.00
Breaking a shut off seal, Section 512	\$500.00
Non-conforming service pipe, Section 513	\$100.00
Failure to test a cross connection control device, Section 514	\$250.00
Failure to install a cross connection control device, Section 514	\$500.00
Installing a bleeder without authority, Section 515	\$500.00
Failure to register a bleeder, Section 515	\$500.00
Failure to remove a bleeder, Section 515	\$500.00
Improper use of water, Section 516	\$200.00
Failure to provide access to water fill or sewage pump out points, Section 607	\$250.00
Failure to install a meter, Section 704	\$250.00
Broken meter seal, Section 711	\$500.00
Failure to provide access after two unsuccessful attempts, Section 715	\$100.00

Handwritten signature in blue ink, possibly 'm2', with a black arrow pointing downwards and to the right.

**BY-LAW NO. 1530F
MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**

A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER IN THE NORTHWEST TERRITORIES IN RESPECT OF ROADWAYS IN THE MUNICIPALITY

WHEREAS PURSUANT TO THE PROVISIONS OF THE CITIES, TOWNS AND VILLAGES ACT S.N.W.T., 2003, c 22, s 70 AND THE MOTOR VEHICLES ACT R.S.N.W.T. 1988, c.M-16, s. 346.

The Council of the Town of Hay River has prepared a traffic by-law, referred to as the Hay River Traffic By-law, in accordance with the Motor Vehicles Act.

NOW, THEREFORE BE IT RESOLVED THAT, the Council of the Town of Hay River, in regular session duly assembled, hereby enacts as follows:

1. **The Hay River Traffic By-law is amended by replacing the whole of Section 37 (d) with:**
 37. (d) The voluntary payments as provided for in Schedule "C" of this by-law constitute a "specified penalty" as that term is used in the *Summary Conviction Procedures Act*, RSNWT 1988, c. S-15.
2. **The Hay River Traffic By-law is amended by replacing the whole of Section 38 with:**
 38. Any person who has received notice in the form of a traffic ticket or parking tag may sign the endorsement on the back of the ticket or tag acknowledging his or her guilt for contravening the by-law and deliver it to the Senior Administrative Officer with payment of the voluntary payment specified therein, if any, within seven (7) days after receipt of such notice in lieu of prosecution for any contravention of this by-law.
3. **The Hay River Traffic By-law is amended by replacing the whole of Section 39 (a) with:**
 39. (a) Except as may otherwise be specifically provided for in this by-law, every person convicted of an offence contrary to any section of this by-law shall be liable to a fine not exceeding One Thousand Dollars (\$1,000).
4. **This bylaw will take force and effect upon its final reading.**



**BY-LAW NO. 1530F
MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER**

A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER IN
THE NORTHWEST TERRITORIES IN RESPECT OF ROADWAYS IN THE
MUNICIPALITY

READ A FIRST TIME this 30th day of January, 2012.

Mayor

READ A SECOND TIME this 30th day of January, 2012.

Mayor

READ A THIRD AND FINAL TIME this day of , 2012.

Mayor

CERTIFIED that this bylaw has been made in accordance with the requirements of the Cities,
Towns and Villages Act, S.N.W.T., 2003, c.22, in force April 1, 2004 and the bylaws of the
Municipal Corporation of the Town of Hay River this day of , 2012.

Senior Administrative Officer

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NORTHWEST TERRITORIES

REQUEST FOR PROPOSALS

ENGINEERING SERVICES

**WATER AND SEWER REPLACEMENT AND
RECONSTRUCTION OF ROADWAYS AND DRAINAGE**

TOWN OF HAY RIVER

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REQUEST FOR PROPOSALS

Town of Hay River – Water and Sewer Replacement and Reconstruction of Roadways and Drainage

Reference Number HRC1201

PROJECT DESCRIPTION

As part of the 2012 Capital Works Program, the Town of Hay River wishes to retain the services of a consulting engineer to undertake design and contract administration for the replacement of existing water distribution mains, sanitary sewers and force mains and reconstruction of roadways and drainage servicing the Riverview Drive and Wright Crescent.

Proposals will be received until 13 January 2012 3:00 PM (15:00 hrs.) Hay River local time at:

Town of Hay River
73 Woodland Drive
Hay River, NT X0E 1G1

Attention: Michael Richardson
Senior Administrative Officer

Phone: (867) 874-6522 Ext. 218
Fax: (867) 874-3237
Email: mrichardson@hayriver.com

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**SECTION I
GENERAL INSTRUCTIONS TO PROPONENTS**

Proposals will be received until 3:00 p.m. (15:00 hrs) Hay River local time on 13 January 2012 at:

Town of Hay River
73 Woodland Drive
Hay River, NT X0E 1G1

Attention: Mr. Michael Richardson
Phone: (867) 874-6522 Ext. 218
Fax: (867) 874-3237
Email: mrichardson@hayriver.com

Technical enquiries can be directed in writing to:

Mr. Michael Richardson
Phone: (867) 874-6522 Ext. 218
Fax: (867) 874-3237
Email: mrichardson@hayriver.com

Three (3) copies of the proposal are to be submitted, quoting reference number HRC1201 and the title **Town of Hay River Water and Sewer Replacement and Reconstruction of Roadways and Drainage** on the outside of the envelope. The Town will not be responsible for proposals received after the exact time and date noted and will reject and return late proposals to the proponent unopened.

1. The Town will not be responsible for any proposal that:
 - Does not indicate the request for proposal reference, closing date and proponent's name;
 - Does not arrive prior to the date and time displayed on the official tender clock in council chambers in the Town Hall; and
 - Is delivered to any address other than that provided above.
2. Facsimile transmitted proposals will be accepted under the following conditions:
 - The proposal is received before the submission deadline at the facsimile number stated;
 - The Town shall not be liable for any claim, demand or other actions for any reason should a facsimile transmission be interrupted, not received in its entirety, received after stated closing time and date, received by any other facsimile unit other than that stated herein, or for any other reasons;

- The Town cannot guarantee the confidentiality of information contained in the proposal, and
 - In accordance with paragraph 1, original copies of the proposal are to be submitted and received within five (5) business days following the closing date and time.
3. All questions or enquiries concerning this request for proposals must be in writing and be submitted to the address provided **no later than five (5) business days prior to the proposal deadline**. Verbal responses to any enquiry cannot be relied upon and are not binding on either party.
 4. Any available resources noted in the terms of reference, can be obtained at the Town Hall office.
 5. This is not a request for tenders or otherwise an offer. The Town is not bound to accept the proposal that provides for the lowest cost or price to the Town nor any proposal of those submitted.
 6. If a contract is to be awarded as a result of this request for proposals, it shall be awarded to the proponent who is responsible and whose proposal provides the best potential value to the Town. The determination of best potential value shall be at the sole discretion of the Town. Responsible means the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure performance of the contract obligations.
 7. Notice in writing to a proponent and the subsequent execution of a written agreement shall constitute the making of a contract. No proponent shall acquire any legal or equitable rights or privileges whatever until the contract is signed. The Town's sample engineering agreement is provided as part of the Request for Proposals.
 8. The contract will contain the relevant provisions of this request for proposal, the accepted proposal as well as such other terms as may be mutually agreed upon, whether arising from the accepted proposal or as a result of any negotiations prior or subsequent thereto. The Town reserves the right to negotiate modifications with the successful proponent.
 9. In the event of any inconsistency between this request for proposal, and the ensuing contract, the contract shall govern.
 10. The Town has the right to cancel this request for proposal at any time and to reissue it for any reason whatsoever, without incurring any liability and no proponent will have any claim against the Town as a consequence.
 11. Any addenda made by the Town to the request for proposal will be issued in writing and sent by fax to all who have received the documents no less than three (3) days prior to proposal deadline.
 12. The Town is not liable for any costs of preparation or presentation of proposals.

13. An evaluation committee will review each proposal. The Town reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria.
14. Proponents may not amend their proposal after the proposal deadline but may withdraw their proposal at any time prior to acceptance.
15. Proposals may be short-listed. Proponents who are short-listed may be requested to make a formal presentation. Such presentations shall be made at the cost of the proponent.
16. The proposal and accompanying documentation submitted by the proponent are the property of the Town and will not be returned.
17. The Town has a local purchase policy, Bylaw 1574.
18. All submissions shall contain a Letter of Transmittal signed by a principal of the proponent.

END OF GENERAL INSTRUCTIONS TO PROPONENTS

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SECTION II TERMS OF REFERENCE

1. Overview

The Town is proposing to upgrade water, sewer and force mains and building services and reconstruct roadways and drainage for Riverview Drive and Wright Crescent. These mains serve existing residences and it is imperative that existing servicing levels and firefighting flows be maintained during the future construction contract(s). This consideration must be made in developing the design for the replacement of the mains.

2. Scope of Work

The Town requires the engineering consultant to provide engineering services for the replacement of water, sewer and force mains, and reconstruction of associated roadways and drainage systems as follows;

- a) Riverview Drive from the intersection of Woodland Drive at the south end up to the north end of Riverview Drive adjacent to the Mackenzie Highway right-of-way.
- b) Wright Crescent from the intersection of Stewart Drive at the south end up to the intersection of Stewart Drive at the north end.
- c) The sanitary sewer mains are mostly 200 mm in diameter with a short section of 300 mm diameter sewer at the south end of Riverview Drive. The existing lift station is located in the south east bend of Riverview Drive. The active force main is mostly 250 mm in diameter and located at the south end of Riverview Drive. An adjacent lift station is decommissioned including the associated 200 mm force main. The water mains are 150 mm in diameter.
- d) Water services are 20 mm in diameter and sanitary services are 100 mm in diameter.
- e) Drainage assessment for Wright Crescent and Riverview Drive.
- f) Reconstruction of roadways and drainage for Wright Crescent and Riverview Drive.
- g) New sidewalk (west side) for Riverview Drive.

3. Preliminary Engineering

The engineering consultant shall undertake an overall appraisal of the requirements of the project and carry out general investigations of the project area.

- Coordinate meetings with the Town Project Manager.

- Gather available background data including; geotechnical data, survey of existing utilities and topography, record drawings.
- Contact utility companies and confirm extent and location of respective utilities.
- Prepare suitable scaled conceptual plans for the alignments of the mains.
- Identify potential conflicts and problem areas.
- Summarize findings.
- Prepare project cost estimate.
- Include the above in a pre-design report for Town approval prior to detailed design.

4. Detail Design

The engineering consultant shall design all works to a good engineering standard and in compliance with the provisions of all the Town Bylaws and Town Engineering standards and specifications.

- Prepare 1:500 plan and profile drawings.
- Prepare project specific construction details.
- Resolve any utility conflicts and coordinate resolution with the Town and Utility companies.
- Prepare contract specifications and quantities for a unit price tender contract.
- Prepare pre-tender construction cost estimates and update engineering fee for the construction phase.
- Submit 95% complete contract drawings, specifications and contract document for the Town to review.
- Prepare final contract document package for tender.

5. Tendering Services

The engineering consultant shall prepare and compile the tender document package and provide the Town with necessary information for preparation of Public Tender advertisement.

- Prepare addenda as required.
- Provide information for Tenderers.
- Evaluate, check and analyze the tender results.
- Make recommendation for the award of the construction contract.
- Assemble and arrange documents for appropriate signatures.

The scope of construction work for 2012 will be limited to that required for Wright Crescent. The reconstruction for Riverview will be deferred and will not form a part of the tendering and contract administration for this proposal.

The scope of construction work may be altered to meet available budget thresholds, duration of construction season and servicing requirements.

6. Contract Administration

The engineering consultant shall arrange with the contractor a pre-construction meeting prior to the start of the project. The full scope of the contract will be reviewed, noting any and all directions given to the contractor.

- Coordinate, chair and document minutes at weekly construction meetings.
- Issue non-compliance notices as required.
- Review shop drawings.
- Respond to requests for clarification and requests for information.
- Prepare and submit construction progress payment certificates each month with a recommendation for payment.
- Prepare and issue change orders as required in coordination with the Town and Contractor.
- Interpret contract documents and administer the contract.
- Coordinate warranty and completion inspections with the Town and Contractor.
- Issue Certificate of Substantial Completion.
- Base proposal on one construction season.

7. Construction Services

The engineering consultant shall assign to the site of the work a competent resident inspector on a full time basis as the engineer's representative.

- Confirm the contractor is carrying out the work in accordance with the contract drawings and specifications.
- Issue field directives to contractor as required.
- Take field measurements, force account records and surveys to ascertain the quantity of work executed for the purpose of payment under the contract.
- Coordinate and arrange for material testing of the work on regular intervals.
- Prepare and record daily construction progress reports and distribute.
- Take and record digital pictures of the work in progress.
- Liaison with Town Project Manager on a regular basis.
- Review Contractor's record of elevation and location of each service.
- Review Contractor's record information, including elevation and locations of mains, utility structures, duct work, existing utilities, existing features, etc.
- Undertake a final inspection to ascertain the work is acceptable and in conformity and compliance with the Contract Documents and in good operating condition prior to acceptance by the Town.
- Base proposal on one construction season.

8. Post Construction Services

On completion of construction the engineering consultant shall prepare 'Record Drawings' and 'Service Cards' and provide them to the Town within 60 days of the issue of the Certificate of Substantial Completion.

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- Provide 8.5" x 11" record drawing service card information for each type of service as recorded and collected by the contractor.
- Provide accurate record drawings in AutoCAD and pdf formats.

9. Project Schedule

The following is the suggested schedule for the project. It is anticipated that the construction schedule will be adjusted at the conclusion of the design period and will depend on construction implementation constraints and weather.

The tentative program schedule is as follows and proponents should base their proposal methodology and fees on the following assumptions which are subject to change.

Milestones	Target Date
Proposal Submission	13 January 2012
Design Award	31 January 2012
Pre-design Report Submission	16 March 2012
95% Drawings and Contract Document Submission	20 April 2012
Draft Tender Submission*	4 May 2012
Tender Close*	23 May 2012
Construction Contract Award*	31 May 2012
Construction Contract Start	11 June 2012
Construction Contract Completion*	17 August 2012

* Base tender and construction services for the reconstruction of Wright Crescent.

10. Project Personnel

The Town will appoint a Project Manager for this project who will work with the successful proponent throughout the project to:

- Administer the engineering services agreement.
- Coordinate meetings and presentations to the Town as required.
- Respond to requests for information.
- Coordinate review comments and provide feedback.
- Provide direction to the engineering consultant on budget and schedule.

11. Town Resources

The Town will make available to the successful proponent documents the Town has on file that relate to this project.

1. Legal base mapping.

2. Site specific topographical survey (November 2011).
3. Record drawings (March 2000).
4. Town of Hay River Municipal Servicing Standards.

END OF TERMS OF REFERENCE

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SECTION III RESPONSE GUIDELINES

CONTENTS OF PROPOSAL

The following information should be provided in the proposal. As this information will be used to evaluate each responsive proposal submitted. Proponents are encouraged to follow and use the same headings to present their offer.

1. Corporate Experience

A description of the experience of the firm as it relates to this project.

2. Team

Describe the team in terms of responsibilities and roles each member will perform as it relates to this project. Illustrate the team in an organizational chart. As a minimum the following information should be provided.

- Names, qualifications, professional designation, experience and locations of key personnel.
- Resumes for each key member of the project team.
- Confirmation that professional team members are licensed to practice in the NWT.
- Names and resumes for available back-up team members.

3. Proponent's Past Relevant Experience

Proponents should describe similar services they have provided in the past five (5) years and identify the location and dates of work performed.

Include at least two references including names, telephone and email contact information.

Note that this section focuses on the Firm's experience whereas the Team section focuses on the individual team member experience.

4. Work Program and Methodology

Proponents should demonstrate their understanding of the work and submit a detailed description of the work program and methodology required for the project.

5. Project Schedule

Proponents should follow the suggested project schedule milestones and include additional milestones as it relates to the work program for the preliminary

engineering and design services such as meetings, presentations and deliverables.

6. Level of Effort, Fees and Expenses

A fee schedule with a man-hour budget for each team member as it relates to the work program tasks, disbursements and sub-consultant fees where applicable. The fee schedule should clearly identify the breakdown of fees and disbursements for each portion of the work.

Prices must be stated in actual dollars and cents expressed in Canadian currency and prices should not include GST.

Note that this proposal format is suggested to assist the Town to evaluate the proposals firstly on the basis of the understanding of the project, work program, experience and past performance of the project team on similar projects and secondly on costs. The lowest engineering fee submissions or any proposal will not necessarily be accepted. The criteria for evaluation of the proposals is shown in Section IV.

7. Northern/Local Content

Proposal evaluations will consider Northern and Local content. The location(s) of the firm and of each design team member should be stated in the proposal. The dollar value of the services provided by the proponents should be declared, as should the value of services to be provided by all sub-contractors. If this information is not submitted with a proposal or is incomplete, the proponent will not receive appropriate unit points in the evaluation.

8. Mandatory Requirements

The following are mandatory requirements for all proposals. Proposals that do not clearly demonstrate compliance with these requirements will result in disqualification of the proponent's proposal and removal of the proposal from further considerations during the evaluation process.

- Must be received by the closing time and date;
- Must clearly state proposed fees and expenses; and
- Must provide proof of ability to provide insurance as required by the Contract Documents.

END OF RESPONSE GUIDELINES

**SECTION IV
PROPOSAL EVALUATION**

Proposals shall be evaluated and rated by an evaluation committee, using the following criteria and rating format:

ITEM	RATING CRITERIA	ASSIGNED WEIGHT (A)	UNIT POINTS AWARDED (B)	TOTAL POINTS (A) X (B) = (C)
1	Team – Personnel to be assigned to or made available to the contract	25		
2	Methodology or Approach	25		
3	Past Releivant Experience of Firm	20		
4	Project Delivery Schedule	10		
5	Fees and Expenses	15		
6	Northern/Local Content	5		
TOTAL		100		

Each rating criteria will be rated and given unit points where:

0 points	Deficient
1 - 3 points	Poor
4 - 6 points	Fair
7 - 8 points	Good
9 - 10 points	Excellent

Each criterion's rating is then multiplied by the pre-assigned weight as shown above to yield a total for that element. Summation of the individual totals yields a total score, which represents the overall degree of satisfaction for the respective submission.

This procedure is repeated for each of the responsive proposals.

The highest total score will determine the proposal that potentially provides the best value to the Town.

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Detailed ratings and comments will be confidential however, once the contract has been executed, a proponent can ask for their own detailed rating and comments and the names and total rating of the other proponents.

END OF PROPOSAL EVALUATION

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**SECTION V
SAMPLE ENGINEERING AGREEMENT
(ACEC)**

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ASSOCIATION OF CONSULTING
ENGINEERING COMPANIES | CANADA

ASSOCIATION OF CANADIAN ENGINEERING COMPANIES - CANADA

DOCUMENT NO. 31 - 2009

ENGINEERING AGREEMENT BETWEEN CLIENT AND ENGINEER

Rights and Privileges

This document is published under copyright by the Association of Canadian Engineering Companies (ACEC). It may not be reproduced or transmitted, in whole or in part, in any form or by any means without the expressed permission of ACEC.

Users contemplating changes to this Agreement are advised to first consult with legal counsel.

1981
Revised 1991
Addendum 1996
Revised 2009

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ENGINEERING AGREEMENT BETWEEN CLIENT AND ENGINEER

dated as of the _____ day of _____, 20__ .

by and between:

(Insert legal name and address)

hereinafter called the “*Client*”

and:

(Insert legal name and address)

hereinafter called the “*Engineer*”.

AGREEMENT

The *Client* and *Engineer* agree as follows:

A-1 THE SERVICES

1.1 The *Engineer* will provide *Services* in connection with the following *Project*:

(Insert a short description of the Project)

The location of the *Project* (the “*Place of the Work*”) is as follows:

(Insert the address, location or legal description of the site of the Work)

1.2 The *Engineer* will provide *Services* for the *Project* in accordance with Schedule A – ENGINEER’S SCOPE OF SERVICES.

1.3 Any change to the *Services* listed in Schedule A – ENGINEER’S SCOPE OF SERVICES will be made by written order signed by both parties identifying the change plus adjustments, if any, to the *Engineer’s Fees* and *Reimbursable Expenses* and time for completion of the *Services*.

A-2 AGREEMENT AND AMENDMENTS

- 2.1 This *Engineering Agreement* constitutes the entire agreement between the *Client* and the *Engineer* relating to the *Project*, and supersedes all prior agreements between them, whether written or oral, respecting the *Services*. No other terms, conditions or warranties, whether express or implied, form a part of this *Engineering Agreement*.
- 2.2 This *Engineering Agreement* may be amended only by a written document signed by both the *Client* and the *Engineer*.

A-3 ENGINEERING AGREEMENT DOCUMENTS

The following sections and documents form part of and are incorporated into the *Engineering Agreement*:

In this *Engineering Agreement*:

- Agreement
- Definitions
- General Conditions
- Schedule A - ENGINEER'S SCOPE OF SERVICES
- Schedule B - FEES AND REIMBURSABLE EXPENSES

Other documents:

*

** (Insert here, attaching additional pages if required, a list of all other sections and documents, including any supplementary conditions, other schedules and lists that are to be incorporated into the Engineering Agreement.)*

A-4 FEES AND REIMBURSABLE EXPENSES

- 4.1 The *Fees* for the *Services* of the *Engineer* are set forth in Schedule B – FEES AND REIMBURSABLE EXPENSES.
- 4.2 *Reimbursable Expenses* are the costs and charges identified in Schedule B – FEES AND REIMBURSABLE EXPENSES that are incurred by the *Engineer* in performing the *Services*.

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A-5 PAYMENT

- 5.1 The *Client* will pay to the *Engineer* the *Fees* and *Reimbursable Expenses* set out in this *Engineering Agreement*.
- 5.2 The *Engineer* will issue monthly invoices for *Fees* and *Reimbursable Expenses*, together with applicable *Value Added Taxes*.
- 5.3 The *Engineer's* invoices are due when presented. Invoices unpaid by the *Client* 30 days after presentation will bear interest of _____ % per annum calculated monthly.

A-6 NOTICES

- 6.1 A *Notice* will be addressed to the recipient at the address set out below. The delivery of a *Notice* will be by personal delivery, receipted courier delivery or by facsimile. A *Notice* delivered by one party in accordance with this *Engineering Agreement* will be deemed to have been received by the other party on the first *Working Day* after actual delivery. An address for a party may be changed by *Notice* to the other party setting out the new address in accordance with this Article.
- 6.2 Although the parties may use electronic communications for the purposes of general communication, e-mail will not be used for delivery of a *Notice*.
- 6.3 The addresses for the parties are as follows:

*Client**

*(name of Client)**

(address)

(facsimile number)

*Engineer**

*(name of Engineer)**

(address)

(facsimile number)

**(If it is intended that a specific individual or officer must receive the Notice, indicate that individual's name and/or office.)*

A-7 LANGUAGE OF THE CONTRACT

- 7.1 *(For use in the Province of Quebec.)* The parties confirm their wish that this *Engineering Agreement* as well as any other related documents including future amendments, *Notices* and correspondence be drawn in English. Parts of the *Engineering Agreement* may be included as available in English or in French or both, according to the language or languages in which they originally were drawn.

Les parties confirment leur volonté que cette convention de même que tous les documents s'y rattachant, y compris tous amendements, avis et correspondance futures, soient rédigés en anglais. Des portions de la Convention d'ingénierie sont incluses telles que disponibles, soit en français ou en anglais ou les deux, selon la langue ou les langues dans lesquelles la portion pertinente de la Convention d'ingénierie aura été rédigée à l'origine.

A-8 SUCCESSION

- 8.1 This *Engineering Agreement* will inure to the benefit of and be binding upon the parties, and upon their executors, administrators, successors and permitted assigns.

(Signatures next follow)

IN WITNESS WHEREOF the parties hereto have executed this *Engineering Agreement* as of the day and year first above written.

CLIENT

WITNESS

(only required where the Client is an individual)

name of Client

signature

signature

name and title of person signing

name and title of person signing

signature

signature

name and title of person signing

name and title of person signing

ENGINEER

WITNESS

(only required where the Engineer is an individual)

name of Engineer

signature

signature

name and title of person signing

name and title of person signing

signature

signature

name and title of person signing

name and title of person signing

Where legal jurisdiction, local practice, or Client or Engineer requirements calls for:

- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Engineering Agreement for and on behalf of the corporation or partnership; or*
- (b) the affixing of a corporate seal, this Engineering Agreement should be properly sealed.*

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DEFINITIONS**1. Construction Contract**

Construction Contract means the contract between the *Client* and the *Contractor* for the performance of the *Work* by the *Contractor*.

2. Construction Administration Services

Construction Administration Services means those services, if any, which relate to the administration of the *Construction Contract* and which are identified as such in Schedule A – ENGINEER'S SCOPE OF SERVICES and which form part of the *Services*.

3. Construction Contract Documents

Construction Contract Documents means all documents relating to the *Work* issued by or through the *Engineer* that are incorporated into the *Construction Contract* and all variations and modifications issued by or approved by the *Engineer*.

4. Construction Contract Time

Construction Contract Time means the period from the *Notice* to proceed with the *Work* issued to the *Contractor* to the completion date of the *Work* in accordance with the *Construction Contract*.

5. Construction Cost

Construction Cost means the total cost to the *Client* of the *Work*, and includes:

- (a) all materials, equipment, labour, *Value Added Taxes*, *Contractor's* overhead and profit provided in accordance with the *Construction Contract Documents*;
- (b) the cost of all installations for the *Project* carried out by parties other than the *Contractor*;
- (c) the cost of all *Work* carried out under the *Construction Contract*;
- (d) refunds or sales tax exemptions on any materials or equipment, or both;
- (e) the cost of *Work* carried out by direct labour or direct purchase of materials or equipment by the *Client* at prevailing prices;
- (f) the value of new or old materials provided by the *Client*;
- (g) the value of all deletions made by the *Client* from the *Work* after the *Engineer* has completed a design for the deleted items as a part of the *Work*; and
- (h) the value of any monetary damages or set offs retained by the *Client* from the *Contractor* with respect to the *Work*;

but does not include:

- (i) *Fees* and *Reimbursable Expenses* of the *Engineer*;
- (j) the fees and reimbursable expenses of *Consultant of the Client*;

- (k) the salary of the *Client's* representative or other salary and administrative costs of the *Client*;
 - (l) the cost of land and any related rights or easements; or
 - (m) the costs of items, such as equipment, furniture or fixtures, that do not form a part of the *Construction Contract*.
6. **Consultant or Consultant of the Client**
Consultant or Consultant of the Client means a registered or licensed professional engineer, architect, or other specialist engaged directly by the *Client* other than the *Engineer* or *Sub-Consultants of the Engineer*.
7. **Contractor**
Contractor means a person or entity contracting with the *Client* to perform some or all of the *Work*.
8. **Coordinate or Coordination**
Coordinate or Coordination, when referring to the *Services* of the *Engineer*, means the management and supervision of communications between the *Engineer* and a *Sub-Consultant* or a *Consultant of the Client*.
9. **Engineering Agreement or Agreement**
Engineering Agreement or Agreement means this agreement between the *Client* and the *Engineer*, including all of the documents identified in Article A-3 ENGINEERING AGREEMENT DOCUMENTS and any amendments thereto.
10. **Engineering Documents**
Engineering Documents means drawings, plans, models, designs, specifications, reports, photographs, computer software if proprietary to the *Engineer*, surveys, calculations and other data, including computer print outs, contained in the *Construction Contract Documents* or which are otherwise used in connection with the *Project*, and which were prepared by or on behalf of the *Engineer* and are instruments of service for the execution of the *Work*.
11. **Fees**
Fees means those fees that are identified in Schedule B – FEES AND REIMBURSABLE EXPENSES and which are payable by the *Client* to the *Engineer*.
12. **Hazardous Substances**
Hazardous Substances means any toxic or hazardous solid, liquid, gaseous, thermal, or electromagnetic irritant or contaminant, and includes, without limitation, pollutants, moulds, and hazardous and special materials and wastes whether or not defined as such in any federal, provincial, territorial, or municipal laws, statutes, or regulations.
13. **Notice**
Notice means a written communication between the parties that is delivered in accordance with the provisions of Article A-6 – RECEIPT OF AND ADDRESSES FOR NOTICES. Use of the verb “to notify” means to send a *Notice* in the above manner.

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- 14. Place of the Work**
Place of the Work means the designated site or location of the *Work* identified in this *Engineering Agreement*.
- 15. Project**
Project means the total endeavour contemplated in this *Engineering Agreement* of which the *Services* and the *Work* may be the whole or a part.
- 16. Project Budget**
Project Budget means the estimated cost of the *Work*, including the *Services* and other professional services, but excluding expenses relating to site acquisition, promotion and marketing.
- 17. Reimbursable Expenses**
Reimbursable Expenses means those expenses that are identified in Schedule B – FEES AND REIMBURSABLE EXPENSES and which are payable by the *Client* to the *Engineer*.
- 18. Services**
Services means those services that are identified in Schedule A – ENGINEER'S SCOPE OF SERVICES.
- 19. Shop Drawings**
Shop Drawings means drawings, diagrams, illustrations, schedules, performance charts, technical brochures, and other data that are to be provided by the *Contractor* or by others to illustrate details of a portion of the *Work*.
- 20. Sub-Consultant or Sub-Consultant of the Engineer**
Sub-Consultant or *Sub-Consultant of the Engineer* means any registered or licensed professional engineer, architect, or other specialist engaged by the *Engineer* to perform a discreet scope of services in connection with the *Project*, but does not include employees of the *Engineer* or consultants working under a personal services agreement with the *Engineer*.
- 21. Substantial Performance of the Work**
Substantial Performance of the Work means, where defined in the lien legislation applicable to the *Place of the Work*, the meaning given to that term in the lien legislation. If such legislation is not in force or does not contain such definition or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* will have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Engineer* or by the certifier, if any, appointed under the *Construction Contract*, as the case may be.
- 22. Suspension Expenses**
Suspension Expenses means expenses incurred by the *Engineer*, including demobilization and remobilization expenses, which are directly attributable to suspension of the *Services* by the *Client*.
- 23. Termination Expenses**
Termination Expenses means expenses incurred by the *Engineer* which are directly attributable to termination of the *Services* and include the *Engineer's* expenses reasonably and necessarily incurred in winding down the *Services*.

24. Value Added Taxes

Value Added Taxes means such sum as levied upon the *Fee, Reimbursable Expenses* and the *Work* by a Federal, Provincial or Territorial Government and is computed as a percentage of the same and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the payment or collection of which is imposed by legislation.

25. Work

Work means the total construction and related services required by the *Construction Contract*.

26. Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*. Reference to a day, other than a *Working Day*, indicates a calendar day.

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GENERAL CONDITIONS

PART 1 AGREEMENT DOCUMENTS

GC 1.1 If there is a conflict within the *Engineering Agreement*, the order of priority of the documents which make up the *Engineering Agreement*, from highest to lowest, will be:

- (a) Agreement;
- (b) Definitions;
- (c) Any supplementary conditions to the **General Conditions**;
- (d) **General Conditions**;
- (e) **Schedule A – ENGINEER’S SCOPE OF SERVICES**;
- (f) **Schedule B – FEES AND REIMBURSABLE EXPENSES**;
- (g) Other schedules to the *Engineering Agreement*.

GC 1.2 The documents which make up the *Engineering Agreement* are complementary, and what is required by any one will be as binding as if required by all.

GC 1.3 Words and abbreviations with well known technical or trade meanings are used in the *Engineering Agreement Documents* in accordance with such recognized meanings.

GC 1.4 References in the *Engineering Agreement Documents* to the singular will be considered to include the plural as the context requires.

GC 1.5 References in the *Engineering Agreement Documents* to regulations and codes are considered to be references to the latest published version as of the signature date of the *Engineering Agreement*, unless otherwise indicated.

PART 2 LAW OF THE CONTRACT

GC 2.1 The law of the *Place of the Work* will govern the interpretation of the *Engineering Agreement*.

GC 2.2 The *Client* acknowledges receipt of sufficient information from the *Engineer*, including information concerning the *Fees* and *Services* of the *Engineer*, so as to allow the *Client* to assess the nature, extent and cost of the *Services* of the *Engineer* and the obligations which the *Client* assumes under this *Engineering Agreement*.

PART 3 RIGHTS AND REMEDIES

GC 3.1 Except as expressly provided in the *Engineering Agreement Documents*, the duties and obligations imposed by the *Engineering Agreement Documents* and the rights and remedies

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available thereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

- GC 3.2 No action or failure to act by the *Client* or *Engineer* will constitute a waiver of a right or duty afforded or imposed under this *Engineering Agreement*, except as may be specifically specified in writing.

PART 4 ASSIGNMENT

- GC 4.1 Neither party may assign this *Engineering Agreement* in whole or part without the written consent of the other, which consent will not be unreasonably withheld.

PART 5 ENGINEER'S RESPONSIBILITIES

- GC 5.1 The *Engineer* is bound by the legislation governing the *Engineer's* profession. Nothing in this *Engineering Agreement* requires the *Engineer* to derogate from obligations prescribed by law that are binding upon the *Engineer*.
- GC 5.2 The *Engineer* will provide the *Services* in accordance with this *Engineering Agreement* and with the degree of care, skill, and diligence normally provided by engineers in the performance of comparable services in respect of projects of a similar nature to that contemplated by this *Engineering Agreement*.
- GC 5.3 The *Engineer* will maintain records of *Reimbursable Expenses* and time records for *Services* performed for which the *Fee* is computed on an hourly basis. These records will be maintained to acceptable accounting standards and made available to the *Client* at mutually convenient times during the term of this *Engineering Agreement* and for a period not exceeding one year following completion of the *Services*.
- GC 5.4 The *Engineer* will:
- (a) not be responsible for the performance by the *Contractor*, subcontractors, suppliers or any other contractors of the *Work* or for the failure of any of them to carry out the *Work* in accordance with the *Construction Contract*;
 - (b) not be responsible for, nor control, direct or supervise, the construction methods, means, techniques, sequences or procedures of the *Contractor*, subcontractors, suppliers, or any other contractors;
 - (c) not be responsible for acts or omissions of the *Consultant of the Client*, or the *Contractor*, subcontractors, suppliers, or any other contractor;
 - (d) not be responsible for safety precautions and programs required in connection with the *Work* or for general site safety at the *Place of the Work* under applicable health and construction safety legislation at the *Place of the Work*;
 - (e) not be responsible for the advice of any independent expert engaged either by the *Client* or the *Contractor*, whether or not recommended by the *Engineer*; and
 - (f) not be responsible to make exhaustive or continuous on-site reviews.

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GC 5.5 The *Engineer* may engage *Sub-Consultants* to enable the *Engineer* to provide the *Services*. Should the *Client* reasonably object to a *Sub-Consultant* engaged by the *Engineer*, the *Client* may request the *Engineer* to replace the *Sub-Consultant*. In this event, the *Client* will pay all costs resulting from termination and replacement of that *Sub-Consultant* and the parties will adjust the *Fees* and time for completion of the *Services* to take into account the termination and replacement.

GC 5.6 The *Engineer* will *coordinate* the activities of its *Sub-Consultants*.

GC 5.7 The *Engineer* has discretion, where the *Client* provides equipment or materials for the *Project*, to request the *Client* to arrange that items to be used or installed in the *Work* first be tested or verified before being used for the purposes intended by the *Client* or be validated by an appropriate certificate of compliance.

Upon receipt of the requested test or verification reports or certificate of compliance, the *Engineer* will *notify* the *Client* of the *Engineer's* acceptance or refusal of equipment or materials concerned, with or without such reservations as the *Engineer* considers to be appropriate. If the *Client* insists upon using an item to which the *Engineer* has objected or expressed reservations in writing or if the *Client* declines to arrange to test, verify or certify an item as requested by the *Engineer*, the *Client* will be considered to have waived any recourse against the *Engineer* resulting from the use of such item or from a defect or inadequacy in such item.

GC 5.8 The *Engineer* is entitled to rely upon the accuracy and completeness of information and data furnished by the *Client*, including information and data originating from a *Consultant of the Client*, whether such *Consultant* is engaged at the request of the *Engineer*, the *Client* or otherwise.

GC 5.9 The *Engineer* is entitled to rely upon the accuracy and completeness of records, information, data and specifications furnished by:

- (a) government authorities and public utilities; and
- (b) by manufacturers and suppliers of equipment, material or supplies.

Should such records, information, data, and specifications prove to be erroneous or inaccurate, the *Engineer* is entitled to make the necessary changes to the *Engineering Documents* at the expense of the *Client*.

GC 5.10 The *Engineer* is not responsible for manufacturing defects in equipment, material or supplies specified or recommended by the *Engineer*.

GC 5.11 The *Engineer* will not accept a commission or other compensation from a manufacturer, supplier or contractor involved in the *Project*. The *Engineer* will have no financial interest in the materials or equipment specified or recommended by the *Engineer* as part of the *Services*. However, ownership of less than 1% of the securities issued by a company whose securities are traded on a recognized securities exchange will not be deemed to constitute a financial interest.

GC 5.12 Where the *Engineer* does not provide *Construction Administration Services* under this *Engineering Agreement* but the *Client* nevertheless requests the *Engineer* to attend at the

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Place of the Work for any reason, the *Engineer* will not incur any liability to the *Client* for having attended at the *Place of the Work* unless the *Client* makes a specific request to the *Engineer* in writing stating why the *Client* has requested the *Engineer's* attendance and the *Engineer* has agreed to attend for that sole purpose. In such event, the only responsibility of the *Engineer* will be to respond to the *Client's* specific request provided such request falls within the mandate and competence of the *Engineer*.

PART 6 CLIENT'S RESPONSIBILITIES

- GC 6.1 The *Client* will promptly fulfill all of the *Client's* responsibilities so as not to impede the *Engineer's* orderly performance of the *Services*.
- GC 6.2 The *Client* will fully advise the *Engineer* in writing of the *Client's* requirements in connection with the *Project*, including the *Project Budget* and time constraints of the *Client*.
- GC 6.3 The *Client*, when so notified by the *Engineer*, will make available to the *Engineer* all information or data pertinent to the *Project* which is required by the *Engineer* to perform the *Services*.
- GC 6.4 The *Client*, when so notified by the *Engineer*, will directly engage the services of a specialist to provide information or to perform ancillary services that are necessary to enable the *Engineer* to carry out the *Services*. Ancillary services may include, but are not limited to, topographic surveys and mapping of the *Place of the Work*, site services reports, technical investigations, geotechnical reports, quantity surveys and testing services. The parties will jointly agree on the selection of any such specialist.
- GC 6.5 Should the *Client* not provide the information required by the *Engineer* to perform the *Services* as mentioned in GC 6.3 or not accept the request of the *Engineer* to engage a specialist as mentioned in GC 6.4, the *Engineer* will be entitled at the *Engineer's* option and upon a further *Notice* to the *Client* either to terminate this *Engineering Agreement* or to be relieved of any responsibility for the consequences of the *Client's* decision not to provide the information or to engage a specialist as requested by the *Engineer*.
- GC 6.6 The *Client* will ensure that *Consultants of the Client* have adequate professional liability insurance, commensurate with the services they will provide for the *Project* and the *Work*.
- GC 6.7 Should the *Engineer* be required to act as the agent of the *Client* in order to perform some of the *Services*, the *Client* will authorize the *Engineer* in writing to act as the *Client's* agent for such purposes as may be necessary. Where the *Engineer* acts as the *Client's* agent pursuant to a written authorization, the *Client* is responsible for the authorized actions of the *Engineer* as agent of the *Client*. The *Client* will indemnify the *Engineer* for damages and expenses incurred by the *Engineer*, including reasonable legal fees, when acting as agent of the *Client*.
- GC 6.8 The *Client* will promptly consider requests by the *Engineer* for directions or decisions and diligently inform the *Engineer* of the *Client's* direction or decision within a reasonable time so as not to delay the *Services*.
- GC 6.9 The *Client* will pay the *Engineer* as provided in this *Engineering Agreement*.

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- GC 6.10 The *Client*, at the request of the *Engineer*, will furnish reasonable evidence to the *Engineer* that financial arrangements have been made to fulfill the *Client's* payment obligations under this *Engineering Agreement* before signing the *Engineering Agreement*, and promptly from time to time thereafter.
- GC 6.11 The *Client* will *notify* the *Engineer* of any material change in the *Client's* financial arrangements that affect the *Client's* ability to fulfill the *Client's* payment obligations under this *Engineering Agreement*.
- GC 6.12 The *Client* will provide those legal, accounting, insurance, bonding and other counselling services which are necessary for the preparation of tenders or requests for proposals and the like or for the performance of other *Services* of the *Engineer*. If the *Client* is unable to provide such counselling services and requests the *Engineer* to do so, the *Client* will reimburse the *Engineer* for expenses incurred in securing any such counselling services.
- GC 6.13 The *Client* is responsible for obtaining legal advice regarding tenders, requests for a proposal or information, bids, contract awards and the like, regarding the *Project*. The *Client* is responsible for decisions relating to the issuance, validity or award of tenders, proposals or bids and for the resulting consequences, even where the *Services* require the *Engineer* to review or assist in the preparation of tenders, proposals or bids and the like or to make recommendations regarding them or regarding the qualification or selection of bidders.
- GC 6.14 The *Client* will arrange where necessary for the *Engineer's* access to the *Place of the Work* or other required locations to enable the *Engineer* to perform the *Services*.
- GC 6.15 The *Client* will designate in writing an individual to act as the *Client's* representative who will have authority to transmit instructions to and receive information from the *Engineer*.
- GC 6.16 The *Client* will promptly *notify* the *Engineer* whenever the *Client* or the *Client's* representative becomes aware of any defects or deficiencies in the *Services*, the *Engineering Documents* or in the *Construction Contract Documents*.
- GC 6.17 The *Client* will obtain required approvals, licences, and permits from municipal, governmental or other authorities having jurisdiction over the *Project* so as not to delay the *Engineer* in the performance of the *Services*.
- GC 6.18 The *Client* will not enter into contracts with *Consultants of the Client* or *Contractors* that are incompatible or inconsistent with the *Services* to be provided under this *Engineering Agreement*.

PART 7 CONSTRUCTION ADMINISTRATION

- GC 7.1 This PART 7 CONSTRUCTION ADMINISTRATION applies only when and to the extent that the *Engineer* provides *Construction Administration Services* under Schedule A – ENGINEER'S SCOPE OF SERVICES.
- GC 7.2 *Construction Administration Services* provided by the *Engineer* are for the benefit of the *Client*.

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- GC 7.3 The *Engineer* will have authority to act on behalf of the *Client* but only to the extent provided in the *Construction Administration Services*.
- GC 7.4 The *Client* may modify or extend the duties, responsibilities, and authority of the *Engineer* as set forth in the *Construction Administration Services* with the written consent of the *Engineer*.
- GC 7.5 *Notices*, instructions, requests, claims, or other communications between the *Client* and the *Contractor* and between the *Client* and any *Consultants of the Client* will be made by or through the *Engineer*, unless the *Client* notifies the *Engineer* otherwise.
- GC 7.6 The *Engineer*, in the first instance, will be the interpreter of the requirements of the *Engineering Documents* and will make findings on all claims made by either the *Client* or the *Contractor* under the *Construction Contract*, and on all matters relating to the interpretation of the *Engineering Documents*, unless otherwise provided in the *Construction Contract*.
- GC 7.7 The *Engineer*, if specified in the *Construction Administration Services* and in the contracts among the *Client* and its *Consultants*, will coordinate the activities of the *Consultants of the Client*.
- GC 7.8 The *Engineer* will visit the *Place of the Work* at such intervals as the *Engineer*, in the *Engineer's* judgment, considers to be appropriate relative to the progress of construction in order to enable the *Engineer* to assess whether the *Contractor* is carrying out the *Work* in general conformity with the *Engineering Documents*. Only *Work* which the *Engineer* has reviewed during the construction will be considered to have been assessed. Should the *Engineer* comment on parts of the *Work* which the *Engineer* has not reviewed, the comments of the *Engineer* must be construed as being assumptions only and must not be relied upon unless the *Client* notifies the *Engineer* to review, and the *Engineer* reviews, the parts of the *Work* in question.
- GC 7.9 The *Engineer* is not responsible for performance of the *Construction Contract*. The *Contractor* is solely responsible for the execution, quality, schedule and cost of the *Work*.
- GC 7.10 The *Engineer* is not responsible to the *Client*, the *Contractor* or any *Consultant of the Client* for the means, methods, techniques, sequences, procedures and use of equipment for the *Project*, whether or not reviewed by the *Engineer*, which are employed by the *Contractor* or by a *Consultant of the Client* in executing, designing or administering the *Work*; or for the services of a *Consultant of the Client*; or for commissioning and start-up of any facility or equipment; or for health and safety precautions and programs incidental to the *Project* or to the commissioning and start-up of any facility or equipment.
- GC 7.11 No acceptance by the *Engineer* of the *Work* or of the services of the *Consultants of the Client*, whether express or implied, will relieve the *Contractor* or the *Consultants of the Client* from their responsibility to the *Client* for the proper performance of the *Work* or their services.
- GC 7.12 Unless otherwise specifically stated within the *Engineering Documents* or included in the *Construction Administration Services*, the *Contractor's Shop Drawings* will be reviewed by the *Engineer* only for the limited purpose of checking for general conformance with information given and the design concept expressed in the *Construction Contract Documents*. The *Engineer's* review of *Shop Drawings* is not for the purpose of determining the feasibility

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or constructability of the *Work* detailed within the *Shop Drawings* or the accuracy or completeness of:

- (a) details such as dimension and quantities;
- (b) instructions for installation or performance of equipment or systems;
- (c) *Contractor's* construction means, methods, techniques, sequences or procedures; or
- (d) safety precautions for those engaged in the *Work* or others at the *Place of the Work*.

GC 7.13 Where required by the *Services*, at the end of the *Project* the *Engineer* will compile and deliver to the *Client* a reproducible set of record documents showing significant changes made to the *Work*, based upon, without additional verification on the part of the *Engineer*, updated record drawings, as-built and other data provided by the *Contractor*, *Consultants of the Client*, or other parties.

PART 8 CERTIFICATIONS BY THE ENGINEER

GC 8.1 This PART 8 CERTIFICATIONS BY THE ENGINEER applies only when and to the extent that the *Engineer* is required to issue certifications under Schedule A – ENGINEER'S SCOPE OF SERVICES.

GC 8.2 The *Engineer* will issue those certifications which the *Engineer* is required to give as part of the *Services* with the degree of care, skill, and diligence normally provided by engineers issuing comparable certifications in respect of projects of a similar nature to that contemplated by this *Engineering Agreement*, based upon data reasonably available to the *Engineer*.

GC 8.3 If included in the *Construction Administration Services*, the *Engineer's* issuance of a certificate for payment constitutes a representation by the *Engineer* to the *Client*, based on the *Construction Administration Services* performed by the *Engineer* and on review of the *Contractor's* schedule of values and applications for payment, that, to the best of the *Engineer's* information and belief:

- (a) the *Work* has progressed to the value indicated;
- (b) *Work* observed by the *Engineer* while performing *Construction Administration Services* conforms generally with the *Construction Contract Documents*; and
- (c) the *Contractor* is entitled to payment in the amount certified.

GC 8.4 The *Engineer's* issuance of a certificate for payment is subject to:

- (a) review and evaluation of the *Work*, to the extent specified in the *Services*, as it progresses for general conformity with the *Construction Contract Documents*;
- (b) the results of any subsequent tests required by the *Construction Contract Documents*;
- (c) correction of deviations from the *Construction Contract Documents* detected prior to completion or after completion, as the case may be; and

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- (d) any specific qualifications stated in the certificate for payment.

GC 8.5 The *Engineer's* issuance of a certificate for payment is not a representation that the *Engineer* has inquired into the *Contractor's*:

- (a) use or allocation of monies paid on account of the contract price specified in the *Construction Contract*; or
- (b) compliance with obligations imposed on the *Contractor* by law, including requirements of workplace health and safety legislation at the *Place of the Work*.

PART 9 CONSTRUCTION COST AND CONTRACT TIME ESTIMATES

GC 9.1 This PART 9 - CONSTRUCTION COST AND CONTRACT TIME ESTIMATES applies only in the event the *Services* require the *Engineer* to provide the *Client* with an estimate of the probable *Construction Cost* or *Construction Contract Time*, whether to assist the *Client* with a call for tenders for the *Work* or otherwise.

GC 9.2 The parties acknowledge that an estimate of probable *Construction Cost* and an estimate of *Construction Contract Time* provided by the *Engineer* are subject to change and are contingent upon factors, including market forces, over which the *Engineer* has no control. The *Engineer* does not guarantee the accuracy of such estimates nor does the *Engineer* represent that bids, negotiated prices or the time for performance will not vary from such estimates. More definitive estimates regarding costs and time for performance may be assessed only when bids and negotiated prices are received for the *Work*.

PART 10 TERMINATION AND SUSPENSION

GC 10.1 This *Engineering Agreement* is terminated on the earliest of:

- (a) the date when the *Engineer* has performed all of the *Services*; or
- (b) the date of termination if termination occurs in accordance with this GC 10 TERMINATION AND SUSPENSION.

GC 10.2 If the *Engineer* is a natural person practicing alone (and not part of a company or a partnership) and should the *Engineer* die or become seriously incapacitated before having supplied all of the *Services*, either the *Client* or the estate or legal representative of the *Engineer* may terminate this *Engineering Agreement* upon *Notice* to the other, with effect from the date of decease or, in the case of serious incapacity, from the date of the *Notice* of termination.

GC 10.3 If the *Engineer* is in material default in the performance of any of the *Engineer's* obligations under this *Engineering Agreement*, the *Client* will *notify* the *Engineer* that the default must be corrected. If the *Engineer* does not correct the default within 30 days after receipt of such *Notice* or if the *Engineer* does not take reasonable steps to correct the default if the default is not susceptible of immediate correction, the *Client* may terminate this *Engineering Agreement* upon further *Notice* to the *Engineer*, without prejudice to any other rights or recourses of the *Client*. Such termination will not release the *Client* from its obligation to pay

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all *Fees* and *Reimbursable Expenses* incurred by the *Engineer* up to the date of termination in the manner provided in this *Engineering Agreement*.

- GC 10.4 If the *Client* is in material default in the performance of any of the *Client's* obligations set forth in this *Engineering Agreement*, including but not limited to the non-payment of *Fees* and *Reimbursable Expenses* of the *Engineer* in the manner specified in this *Engineering Agreement*, the *Engineer* will notify the *Client* that the default must be corrected. If the *Client* does not correct the default within 30 days after receipt of such *Notice*, the *Engineer* may terminate this *Engineering Agreement* upon further *Notice* to the *Client*. In such event, the *Client* will promptly pay the *Fees* and *Reimbursable Expenses* of the *Engineer* that are incurred and unpaid as of the date of such termination, plus the *Termination Expenses*, without prejudice to any other rights or recourses of the *Engineer*.
- GC 10.5 If the *Client* is unwilling or unable to proceed with the *Project*, the *Client* may suspend or terminate this *Engineering Agreement* by *Notice* of 30 days to the *Engineer*. Upon receipt of such *Notice*, the *Engineer* will perform no further *Services* other than those reasonably necessary to suspend or terminate that portion of the *Project* for which the *Engineer* is responsible. In such event, the *Client* will pay all of the *Fees* and *Reimbursable Expenses* incurred by the *Engineer* up to the date of suspension or termination, plus the *Suspension Expenses* or *Termination Expenses*, as the case may be, in the manner provided for in this *Engineering Agreement*.
- GC 10.6 If the *Client* suspends performance of the *Services* at any time for more than 30 consecutive or non-consecutive days through no fault of the *Engineer*, then the *Engineer* may choose to terminate this *Engineering Agreement* upon *Notice* to the *Client*. In this event, the *Client* will promptly pay the *Fees* and *Reimbursable Expenses* of the *Engineer* that are incurred and unpaid as of the date of such termination, plus the *Termination Expenses*, without prejudice to any other rights or recourses of the *Engineer*.

PART 11 OWNERSHIP AND USE OF DOCUMENTS, PATENTS AND TRADEMARKS

- GC 11.1 The *Engineering Documents* are the property of the *Engineer*, whether the *Work* is executed or not. The *Engineer* reserves the copyright therein and in the *Work* executed therefrom. The *Client* is entitled to keep a copy of the *Engineering Documents* for its records.
- GC 11.2 The *Engineer* retains ownership of all patents, trademarks, copyrights, industrial or other intellectual property rights resulting from the *Services* or from concepts, products, or processes which are developed or first reduced to practice by the *Engineer* in performing the *Services*. The *Client* will not use, infringe or appropriate such proprietary rights without the prior consent and compensation of the *Engineer*.
- GC 11.3 Provided the *Fees* and *Reimbursable Expenses* of the *Engineer* are paid, the *Client* will have a non-exclusive license to use any proprietary concept, product or process of the *Engineer* which relates to or results from the *Services* for the life of the *Project* and solely for purposes of its maintenance and repair.
- GC 11.4 The *Engineer* warrants that the designs, drawings, and calculations developed by the *Engineer* under this *Engineering Agreement* will not infringe the patent, copyright, trade mark or other intellectual property rights of another person.

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- GC 11.5 The *Engineer* will retain the original of the *Engineering Documents* and of those parts of the *Construction Contract Documents* which are generated by the *Engineer*, including computer-generated designs relating thereto, but excluding any models or graphic presentations specifically commissioned and paid for by the *Client*.
- GC 11.6 Should the *Client* use the *Engineering Documents* or provide them to third parties for purposes other than in connection with the *Project* without *notifying* the *Engineer* and without the *Engineer's* prior written consent, the *Engineer* will be entitled either to compensation for such improper use or to prevent such improper use, or to both. The *Client* will indemnify the *Engineer* against claims and costs (including legal costs) associated with such improper use. In no event will the *Engineer* be responsible for the consequences of any such improper use.
- GC 11.7 Should the *Client* alter the *Engineering Documents* without *notifying* the *Engineer* and without the *Engineer's* prior written consent, the *Client* will indemnify the *Engineer* against claims and costs (including legal costs) associated with such improper alteration. In no event will the *Engineer* be responsible for the consequences of any such improper alteration.
- GC 11.8 The *Client* may not use the *Engineering Documents* without having paid the *Fees* and *Reimbursable Expenses* of the *Engineer*. The *Engineer* is entitled to injunctive relief should the *Engineering Documents* be used without payment of the *Fees* and *Reimbursement Expenses* provided for in this *Engineering Agreement*.
- GC 11.9 The *Engineering Documents* are not to be used on any other project without the prior written consent and compensation of the *Engineer*.

PART 12 BUILDING CODES AND BY-LAWS

- GC 12.1 The *Engineer* will interpret building codes and by-laws as they apply to the *Project* at the time of design to the best of the *Engineer's* ability. As the *Work* progresses, building codes and by-laws may change or the interpretation by an authority having jurisdiction may differ from the interpretation of the *Engineer*. In this event, the *Client* will compensate the *Engineer* for any additional *Services* of the *Engineer* that are required in order to have the *Work* conform to such changes or interpretations.

PART 13 PROJECT OWNERSHIP, IDENTIFICATION AND CONFIDENTIALITY

- GC 13.1 The *Client* represents to the *Engineer* that the *Client* is the owner of the *Place of the Work*. If the *Client* is not the owner, the *Client* will *notify* the *Engineer* of the identity of the owner before signature of this *Engineering Agreement*.
- GC 13.2 The *Engineer* will be identified on *Project* signage and promotional material whenever other *Project* design professionals are mentioned. The *Engineer* may refer to the *Project* in the *Engineer's* promotional material.
- GC 13.3 Information regarding the design, functionality, equipment, management, costs, or progress of the *Project* is confidential where one party has *notified* the other party of the confidential or proprietary nature of such information and where such information is not public knowledge. The parties agree not to disclose confidential information to third parties, except

to the extent required for performance of the *Services* or where required by law or by mutual consent of the parties.

PART 14 INSURANCE AND LIABILITY

- GC 14.1 The *Engineer* will carry professional liability insurance of \$250,000 per claim and \$500,000 in the aggregate within any policy year. Coverage will be maintained continuously from the commencement of the *Services* until completion or termination of the *Services* and, subject to availability at reasonable cost, for 2 years after completion or termination of the *Services*.
- GC 14.2 The *Client* may choose to increase the amount or the coverage of the *Engineer's* professional liability insurance above that provided in GC 14.1 so as to obtain additional insurance that is specific to the *Project*. The *Engineer* will cooperate with the *Client* to obtain such additional insurance, at the *Client's* expense.
- GC 14.3 If the *Engineer* carries professional liability insurance for amounts greater than those specified in GC 14.1, such insurance will be available under this *Engineering Agreement* only up to the amount specified in GC 14.1 plus, if applicable, the amount of additional insurance obtained under GC 14.2.
- GC 14.4 Where the *Project* involves construction, the *Client* will provide or arrange for *Project* specific liability (wrap-up) insurance and property ("broad form"/builder's risk) insurance in respect of the *Work* and include the *Engineer* thereunder as an additional insured.
- GC 14.5 The *Engineer's* liability for claims which the *Client* has or may have against the *Engineer* or the *Engineer's* employees, agents, representatives and *Sub-Consultants* under this *Agreement*, whether these claims arise in contract, tort, negligence or under any other theory of liability, will be limited, notwithstanding any other provision of this *Engineering Agreement*:
- (a) to claims brought within the limitation period prescribed by law in the jurisdiction in which the *Project* is located or, where permitted by law, within 2 years of completion or termination of the *Services*, whichever occurs first; and
 - (b) to re-performance of defective *Services* by the *Engineer*, plus:
 - (i) where claims are covered by insurance under section GC 14.1, and, if applicable, by any additional insurance under section GC 14.2 - to the amount of such insurance; or
 - (ii) where claims are not covered by insurance under section GC 14.1, and, if applicable, by any additional insurance under section GC 14.2 - to the amount of \$250,000.
- GC 14.6 The *Engineer* will not be liable for the failure of any manufactured product or any manufactured or factory assembled system of components to perform in accordance with the manufacturer's specifications, product literature or written documentation.
- GC 14.7 Where the *Engineer* is a corporation or partnership, the *Client* and *Consultants of the Client* will limit any claim they may have to the corporation or partnership, without liability on the part of any officer, director, member, employee, or agent of such corporation or partnership.

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- GC 14.8 The liability of each party with respect to a claim against each other is limited to direct damages only and neither party will have any liability whatsoever for consequential or indirect loss or damage (such as, but not limited to, claims for loss of profit, revenue, production, business, contracts or opportunity and increased cost of capital, financing or overhead) incurred by the other party.
- GC 14.9 The *Engineer* is not responsible for the identification, reporting, analysis, evaluation, presence, handling, removal or disposal of *Hazardous Substances* at or adjacent to the *Place of the Work*, unless specified in Schedule A – ENGINEER'S SCOPE OF SERVICES, or for the exposure of persons, property or the environment to *Hazardous Substances* at or adjacent to the *Place of the Work*.
- GC 14.10 Subject to the limitations of liability set out in this *Engineering Agreement*, each party will indemnify the other party, to the extent of the fault or negligence of the indemnifying party, for damages and costs (including reasonable legal fees) resulting from:
- (a) claims of third parties; or
 - (b) a breach of contractual obligations under this *Engineering Agreement* by the indemnifying party or anyone for whom that party is responsible; or
 - (c) negligent or faulty acts or omissions of the indemnifying party or anyone for whom that party is responsible.

PART 15 DISPUTE RESOLUTION

- GC 15.1 The parties will make reasonable efforts to resolve disputes arising under this *Engineering Agreement* by amicable negotiations. They agree to provide frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations, without prejudice to their rights and recourses.
- GC 15.2 If a dispute has not been resolved by negotiations, either party may *notify* the other party that it wishes the dispute to be resolved by mediation. If the parties are unable to agree upon the choice of a mediator, either party may apply to a superior court in the jurisdiction where the *Project* is located to appoint a mediator.
- GC 15.3 Should mediation not resolve the dispute, a party may refer the unresolved dispute to the courts or, upon mutual agreement, to any other form of dispute resolution, including binding arbitration.
- GC 15.4 Unless the parties otherwise agree, any mediation or arbitration under this *Agreement* will be conducted in accordance with the latest edition of CCDC 40 - Rules for Mediation and Arbitration of Construction Disputes, as applied to and compatible with this *Engineering Agreement*, save that arbitration will be limited to a single arbitrator.
- GC 15.5 Any endeavour to resolve disputes arising out of this *Engineering Agreement* by negotiation, mediation or other means of dispute resolution, including arbitration, will be conducted on a confidential basis.

- GC 15.6 The parties agree to submit to the exclusive jurisdiction of the courts in *Place of the Work* if a dispute is to be resolved by the courts, or to mediation or arbitration at the *Place of the Work* if a dispute is to be resolved by mediation or arbitration.

PART 16 PAYMENT

- GC 16.1 The *Client* will pay to the *Engineer* the amount of the *Fees* and *Reimbursable Expenses* of the *Engineer* together with applicable *Value Added Taxes*, when invoiced by the *Engineer* for *Services* which have been rendered, in accordance with Article A5 – PAYMENT and Schedule B – FEES AND REIMBURSABLE EXPENSES.
- GC 16.2 In the event the *Client* disputes in good faith a portion of the *Fees* and *Reimbursable Expenses* invoiced by the *Engineer*, the *Client* will pay the uncontested portion within the prescribed time.
- GC 16.3 Disputes regarding *Fees* and *Reimbursable Expenses* of the *Engineer* will be resolved in the manner specified in PART 15 - DISPUTE RESOLUTION.
- GC 16.4 Where the *Engineer* provides *Construction Administration Services* which extend beyond the period contemplated at the time this *Engineering Agreement* was signed, the *Engineer* will *notify* the *Client* and, upon mutual agreement of the parties, the *Fees* of the *Engineer* will be increased in order to take into account the extended time required for providing the *Construction Administration Services*.
- GC 16.5 Should the *Client* request a change to the *Project* or *Work* which requires the *Engineer* to provide additional *Services* beyond those contemplated at the time the *Engineering Agreement* is signed, before undertaking such additional *Services* the *Client* and the *Engineer* will agree in writing upon the *Engineer's* remuneration and time for providing the additional *Services*. Failing an agreement with the *Client*, the *Client* will pay the *Engineer* for the additional *Services* at the hourly rates set out in Schedule B – FEES AND REIMBURSABLE EXPENSES and any additional *Reimbursable Expenses* incurred, and grant a reasonable extension of time to the *Engineer* for the performance of the additional *Services*.
- GC 16.6 Should the *Client* request a change to the *Project* or *Work* which renders useless a part of the *Services* already provided, the *Client* nonetheless will pay the *Engineer* in accordance with this *Engineering Agreement* for *Services* already provided which the change has rendered useless.
- GC 16.7 Should it prove necessary for the *Engineer* to rework or revise the plans and specifications forming part of the *Services* for reasons which the *Engineer* could not reasonably foresee when the *Engineering Agreement* was signed, or owing to the default or the insolvency of the *Client* or the *Contractor* or a subcontractor, or as a result of the *Client's* suspension of the *Services* or *Work* on the *Project*, or because of damage to the *Project* by fire or some other cause, the *Client* will pay the *Engineer* for any reworked or revised plans and specifications at the hourly rates set out in Schedule B – FEES AND REIMBURSABLE EXPENSES.

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PART 17 SEVERABILITY

GC 17.1 If any provision of this *Engineering Agreement* is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision will be severed from this *Engineering Agreement* and the other provisions of this *Engineering Agreement* will remain in full force and effect.

(End of the General Conditions. Schedules A and B next follow.)

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Schedules to ACEC Document 31

**ENGINEERING AGREEMENT
BETWEEN CLIENT AND ENGINEER**

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SCHEDULE A - ENGINEER'S SCOPE OF SERVICES

Note: when determining the Services to be provided, the parties should take into account that:

- *the identified Services are predicated upon the Client entering into a single Construction Contract.*
- *some identified Services are a function of whether the Engineer is acting either:*
 - (a) as the lead professional who has overall Project responsibilities or*
 - (b) only as a professional who is subordinate to the lead professional. In the latter situation, the particular Services of the Engineer are limited to the Engineer's specialization under this Agreement.*

The *Engineer* WILL PROVIDE the *Services* next described that are marked (X) in the column entitled YES and WILL NOT PROVIDE the *Services* which are marked (X) in the column entitled NO.

A-1 Consulting and Advisory Services

	Description of Services	Yes	No
If Consulting and Advisory Services WILL <u>NOT</u> BE PROVIDED, check this box:			
If Consulting and Advisory Services WILL BE PROVIDED, identify them by completing the following:			
1.1	Preparation and periodic updating of: <ul style="list-style-type: none"> • an estimate of probable <i>Construction Cost</i>; and • an estimate of <i>Construction Contract Time</i>. 		
1.2	Assistance in the preparation of pre-construction <i>Project</i> operating cost budgets.		
1.3	Preparation for and/or attendance at a public participation or information program.		
1.4	Preparation for and/or participation in a value engineering program.		
1.5	Preparation of reports relating to the <i>Client's</i> long-range plans.		
1.6	Preparation of operational studies.		
1.7	Provision of renderings.		
1.8	Provision of models.		
1.9	Technical representation at meetings.		

Initials	
Client	Engineer

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A-1 Consulting and Advisory Services (continued)

	Description of Services	Yes	No
1.10	Preparation of specified alternative designs.		
1.11	Calculation of quantities of <i>Work</i> to be performed.		
1.12	Preparation of <i>Project</i> commissioning and start-up procedures.		
1.13	Preparation of applications and supporting documents for governmental grants, loans, and subsidies.		
1.14	Preparation of applications and supporting documents for payments in connection with the <i>Project</i> .		
1.15	Assistance in obtaining required approvals, licences and permits from governmental authorities having jurisdiction over the <i>Project</i> .		
1.16	Arrangement for the translation of documents into a language other than the language of this <i>Engineering Agreement</i>		
1.17	Arrangement for special testing of the <i>Work</i> .		
1.18	Investigation of specified conditions (such as failures, accidents, groundwater and drainage issues, stability, etc).		
1.19	Preparation of operating or maintenance manuals, operating drawings or charts.		
1.20	Assistance in litigation, arbitration, negotiation, or other legal or administrative proceedings on behalf of the <i>Client</i> , and all necessary preparation in respect thereof.		
1.21	Provision of peer review of documents provided by <i>Consultants of the Client</i> .		
	<i>Enter here any additional Consulting and Advisory Services or references to them in documents such as Requests for Proposals, Terms of Reference, or Statements of Requirements. Attach additional pages if required.</i>		

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Client	Engineer

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A-2 Engineering Project Services

Description of Services		Yes	No
If Engineering Project Services WILL <u>NOT</u> BE PROVIDED, check this box:			
If Engineering Project Services WILL BE PROVIDED, identify them by completing the following:			
2.1	Preparation of an engineering and <i>Project</i> implementation program based upon: a) the <i>Client's</i> written instructions regarding the <i>Project</i> requirements, b) the <i>Client's Project Budget</i> , and c) the <i>Client's</i> time constraints		
2.2	Preparation of a statement of requirements and <i>Project</i> design criteria to be used in the design process.		
2.3	Coordination of <i>Consultants of the Client</i> (where the <i>Engineer</i> is the lead professional).		
2.4	Participation in or preparation of specified <i>Project</i> feasibility studies.		
2.5	Arrangement for expert and specialist studies for use in conceptual, preliminary, and detailed design services.		
2.6	Preparation of and/or participation in environmental assessments and impact studies.		
2.7	Review of environmental assessments and impact studies prepared by others.		
2.8	Assistance in obtaining approvals of authorities having jurisdiction over the <i>Project</i> .		
	<i>Enter here any additional Engineering Project Services or references to them in documents such as Requests for Proposals, Terms of Reference, or Statements of Requirements. Attach additional pages if required.</i>		

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<i>Client</i>	<i>Engineer</i>

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A-3 Conceptual Design Services

Description of Services		Yes	No
If Conceptual Design Services WILL <u>NOT</u> BE PROVIDED, check this box:			
If Conceptual Design Services WILL BE PROVIDED, identify them by completing the following:			
3.1	a) review of the statement of requirements provided by the <i>Client</i> b) analysis of information provided by the <i>Client</i> , including: i) conditions or methods of operations ii) technical and economic feasibility iii) location of the <i>Project</i> , and iv) similar matters c) establish the sizes, capacity, location, method of operation and other principal features which form the basis for the design of a proposed Project d) analysis of expert and specialist studies prepared in support of the Conceptual Design Service e) evaluation of alternatives f) preparation of concept sketches and developing specification notes g) preparation of a <i>Project</i> brief outlining the relevant criteria to be followed in preliminary and detailed design <i>Services</i> h) submission of conceptual design and <i>Project</i> brief for review and approval by <i>Client</i>		
<p><i>Enter here any additional Conceptual Design Services or references to them in documents such as Requests for Proposals, Terms of Reference, or Statements of Requirements. Attach additional pages if required.</i></p>			

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<i>Client</i>	<i>Engineer</i>

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A-4 Preliminary Design Services

Description of Services		Yes	No
If Preliminary Design Services WILL <u>NOT</u> BE PROVIDED, check this box:			
If Preliminary Design Services WILL BE PROVIDED, identify them by completing the following:			
4.1	<ul style="list-style-type: none"> a) obtaining advice and information from any <i>Consultants of the Client</i> to carry out duties and responsibilities b) preparation of preliminary design including drawings or sketches illustrating and defining the design concept c) preparation of specification outlines d) preparation of preliminary design report covering alternatives, preliminary sketches, and outline specifications e) preparation of documents in support of applications for approval from authorities having jurisdiction regarding the <i>Project</i> or designated specific aspects of the <i>Project</i> f) submission of preliminary design report for review and approval by <i>Client</i> 		
<p><i>Enter here any additional Preliminary Design Services or references to them in documents such as Requests for Proposals, Terms of Reference, or Statements of Requirements. Attach additional pages if required.</i></p>			

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<i>Client</i>	<i>Engineer</i>

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A-5 Detailed Design Services

Description of Services		Yes	No
If Detailed Design Services WILL <u>NOT</u> BE PROVIDED, check this box:			
If Detailed Design Services WILL BE PROVIDED, identify them by completing the following:			
5.1	a) preparation of Engineering Documents b) preparation of bill of quantities c) preparation of documents in support of applications for approval from authorities having jurisdiction for the <i>Project</i> or designated specific aspects of the <i>Project</i> d) submission of <i>Engineering Documents</i> for review and approval by <i>Client</i> #		
5.2	Preparation and submission of <i>Construction Contract Documents</i> for review and approval by the <i>Client</i> (where the <i>Engineer</i> is the lead professional). OR Review of <i>Construction Contract Documents</i> prepared by others.	OR	
Enter here any additional Detailed Design Services or references to them in documents such as Requests for Proposals, Terms of Reference, or Statements of Requirements. Attach additional pages if required.			

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<i>Client</i>	<i>Engineer</i>

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A-6 Construction Procurement Services

Description of Services		Yes	No
If Construction Procurement Services WILL <u>NOT</u> BE PROVIDED, check this box:			
If Construction Procurement Services WILL BE PROVIDED, identify them by completing the following:			
6.1	Advice regarding: a) the preparation of requests for proposals, requests for qualifications and tender information b) bid forms.		
6.2	Assistance in the preparation of pre-qualification documents for procurement tenders or proposals.		
6.3	Assistance in the preparation of tender documents incorporating relevant <i>Engineering Documents, Construction Contract Documents</i> and other documents prepared by <i>Consultants of the Client</i> on the <i>Project</i> .		
6.4	Assistance in obtaining bids.		
6.5	Assistance in the preparation of addenda.		
6.6	Review of bids.		
6.7	Assistance in the preparation of the <i>Construction Contract</i> .		
Enter here any additional Construction Procurement Services or references to them in documents such as Requests for Proposals, Terms of Reference, or Statements of Requirements. Attach additional pages if required.			

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Client	Engineer

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A-7 Construction Administration Services

Construction Administration Services include the scope of services indicated below. Note that Construction Administration Services do not include Construction Contract Resident Services, which are dealt with separately at A-8 if applicable.

	Description of Services	Yes	No
If Construction Administration Services WILL <u>NOT</u> BE PROVIDED, check this box:			
If Construction Administration Services WILL BE PROVIDED, identify them by completing the following:			
7.1	Periodic visits to the <i>Place of the Work</i> in accordance with GC 7.8 of PART 7 CONSTRUCTION ADMINISTRATION.		
7.2	Attendance at meetings necessary to the coordination of the design, <i>Construction Administration Services</i> , and execution of the <i>Work</i> .		
7.3	Preparation and distribution of <i>Notices</i> of change, change orders, and other necessary <i>Project</i> documentation during the course of the execution of the <i>Work</i> (where the <i>Engineer</i> is the lead professional).		
7.4	Obtain advice, data, and information from <i>Consultants of the Client</i> when required.		
7.5	Review of <i>Shop Drawings</i> in accordance with GC 7.12 of PART 7 CONSTRUCTION ADMINISTRATION.		
7.6	Monitor compliance with the program of construction reviews and testing which may be required by the <i>Engineer</i> or imposed by law in connection with the execution of the <i>Work</i> by the <i>Contractor</i> .		
7.7	Interpretation of the <i>Construction Contract Documents</i> (where the <i>Engineer</i> is the lead professional and if so provided in the <i>Construction Contract</i>).		
7.8	Evaluation of <i>Contractor's</i> applications for payment.		
7.9	Certification of the <i>Contractor's</i> applications for payment, subject to PART 8 CERTIFICATIONS BY THE ENGINEER (where the <i>Engineer</i> is the lead professional).		
7.10	Review of an application for <i>Substantial Performance of the Work</i> noting defects and deficiencies observed in the <i>Work</i>		
7.11	Certification of the <i>Contractor's Substantial Performance of the Work</i> , subject to PART 8 CERTIFICATIONS BY THE ENGINEER (where the <i>Engineer</i> is the lead professional).		

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A-7 Construction Administration Services (continued)

	Description of Services	Yes	No
7.12	Review of the correction of defects and deficiencies observed in the <i>Work</i> when completed.		
	<p><i>Enter here any additional Construction Administration Services or references to them in documents such as Requests for Proposals, Terms of Reference, or Statements of Requirements. Attach additional pages if required.</i></p>		

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A-8 Construction Contract Resident Services

Construction Contract Resident Services are considered to be “resident” or “at site” when office facilities and staff assigned by the Engineer are on site full time for a continuous work period.

	Description of Services	Yes	No
If Construction Contract Resident Services WILL <u>NOT</u> BE PROVIDED, check this box:			
If Construction Contract Resident Services WILL BE PROVIDED, identify them by completing the following:			
8.1	Arranging for reference surveys for use in the <i>Contractor's</i> layout of the <i>Work</i> (not including surveys of legal property boundaries).		
8.2	Review of <i>Contractor's</i> surveys and layout.		
8.3	Regular site reviews of the <i>Work</i> of the <i>Contractor</i> to ascertain if the reviewed <i>Work</i> is in general conformance with the <i>Construction Documents</i> .		
8.4	Arrangement of field-testing and inspection of materials and equipment for <i>Client's</i> quality assurance program		
8.5	Investigation, reporting, and providing recommendations on unusual circumstances that arise during the <i>Project</i> implementation.		
8.6	Maintenance of sufficient data to outline current progress of the <i>Work</i> .		
8.7	Final inspection at the conclusion of the <i>Project Construction Contract</i> , including any elements of commissioning agreed to as part of the <i>Client's</i> acceptance program.		
	<i>Enter here any additional Construction Contract Resident Services or references to them in documents such as Requests for Proposals, Terms of Reference, or Statements of Requirements. Attach additional pages if required.</i>		

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Client	Engineer

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A-9 Post Construction Engineering Services

Description of Services		Yes	No
If Post Construction Services WILL <u>NOT</u> BE PROVIDED, check this box:			
If Post Construction Services WILL BE PROVIDED, identify them by completing the following:			
Post Construction Engineering Services comprising the following:			
9.1	Provision of commissioning and start-up assistance.		
9.2	Collection and organization of operating and maintenance manuals.		
9.3	Identification of deficiencies during the warranty period at the <i>Client's</i> request.		
9.4	Assistance in facility management or operations after commissioning and start-up.		
9.5	Preparation of record documents in accordance with GC 7.13 of PART 7 CONSTRUCTION ADMINISTRATION.		
<p><i>Enter here any additional Post Construction Engineering Services or references to them in documents such as Requests for Proposals, Terms of Reference, or Statements of Requirements. Attach additional pages if required.</i></p>			

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SCHEDULE B – FEES AND REIMBURSABLE EXPENSES

Note: when determining the Fees, the parties should take into account that:

- *the Fees are predicated upon the Client entering into a single Construction Contract*
- *some Fees are a function of whether the Engineer is acting either:*
 - (a) as the lead professional who has overall Project responsibilities or*
 - (b) only as a professional who is subordinate to the lead professional.*

B-1 Fees for Services

The following table identifies the method for determining the *Fees* due to the *Engineer* under this *Engineering Agreement* for the *Services* described in Schedule A:

Engineers Services (Refer to Schedule A)		Select Fee Basis Applicable to this Agreement		
		Hourly Rate Fees (B-1.1)	Fixed Fees (B-1.2)	Fees as % of Construction Cost (B-1.3)
A-1	Consulting and Advisory Services			N/A
A-2	Engineering Project Services			N/A
A-3	Conceptual Design Services			
A-4	Preliminary Design Services			
A-5	Detailed Design Services			
A-6	Construction Procurement Services			
A-7	Construction Administration Services			
A-8	Construction Contract Resident Services			N/A
A-9	Post Construction Engineering Services			N/A

Refer to Section B-1.1, B-1.2, and B-1.3 for a detailed description of the method for calculating the *Fees* due to the *Engineer*.

Reimbursable Expenses (Section B-2) are additional to the *Fees* due to the *Engineer*.

Value added taxes are not included in *Fees* and *Reimbursable Expenses*.

Initials	
Client	Engineer

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B-1.1 Hourly Rate Fees

Hourly Rate *Fees* shall be calculated on an hourly basis as the *Project* progresses at the following rates:

a)	Principals	\$	per hour
b)	Senior staff	\$	per hour
c)	Intermediate staff	\$	per hour
d)	Junior staff	\$	per hour
e)	Clerical	\$	per hour
f)		\$	per hour
g)		\$	per hour
h)		\$	per hour

The rates in this table shall be applicable for (*select one*):

the duration of the Engineering Agreement

twelve months from the effective date of this Agreement at which time the rates will be increased by %, unless otherwise agreed in writing by the parties

other (*specify*)

(Enter additional provisions below. Append extra pages if required.)

Initials	
<i>Client</i>	<i>Engineer</i>

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B-1.2 Fixed Fees

Fees for the project shall be calculated as a fixed fee of \$ _____, apportioned as follows:

Percentage	Milestone/Task
• _____ % of fee for	
• _____ % of fee for	
• _____ % of fee for	
• _____ % of fee for	
• _____ % of fee for	

The fixed fees shall be applicable for (*select one*):

the duration of the Engineering Agreement

twelve months from the effective date of this Agreement at which time the rates will be increased by _____ %, unless otherwise agreed in writing by the parties

other (specify)

(Enter additional provisions below. Append extra pages if required.)

Initials	
Client	Engineer

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B-1.3 Fees Based on Percentage of Construction Cost

Fees shall be calculated as _____ % of the *Construction Cost*, apportioned as follows (*where not applicable, insert Nil or N/A*):

- A-3 - Conceptual Design Services %
- A-4 - Preliminary Design Services %
- A-5 - Detailed Design Services %
- A-6 - Construction Procurement Services %
- A-7 - Construction Administration Services %
- TOTAL FEE %

Fees based on a percentage of the *Construction Cost* are NOT applicable to the following Services which should be calculated either on an Hourly Rate Basis (Section B-1.1) or a Fixed Fee Basis (Section B-1.2):

- A-1 - Consulting and Advisory Services
- A-2 - Engineering Project Services
- A-8 - Construction Contract Resident Services
- A-9 - Post Construction Engineering Services.

For purposes of Section B-1.3 (Fees Based on Percentage of Construction Cost) and notwithstanding Definition 5 (*Construction Cost*), when determining Fees based on a percentage, the *Construction Cost* is calculated in the following manner in regard to those phases of the *Engineering Agreement* which are applicable to the *Services* to be provided by the *Engineer*:

PHASE	BASIS FOR CALCULATION
A-3 - Conceptual Design services	The budget at the commencement of the conceptual design services as agreed by the Engineer and the Client.
A-4 - Preliminary Design services	The estimate of probable <i>Construction Cost</i> at the commencement of the preliminary design services as agreed by the Engineer and the Client.
A-5 - Detailed Design services	The estimate of probable <i>Construction Cost</i> at the commencement of the detailed design services as agreed by the Engineer and the Client.
A-6 - Construction procurement services	The estimate of probable <i>Construction Cost</i> at the commencement of the Construction procurement services as agreed by the Engineer and the Client.
A-7 - Construction Administration Services	The actual final <i>Construction Cost</i> .

Initials	
Client	Engineer

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(Enter additional provisions below. Append extra pages if required.)

B-2 Reimbursable Expenses

Reimbursable Expenses incurred by the *Engineer* in carrying out the *Services* are subject to a mark-up of % to cover office and administrative costs of the *Engineer* - unless otherwise agreed as follows:

(if applicable, indicate alternate methods for determining Reimbursable Expenses)

Reimbursable Expenses include the following expenses where incurred in relation to the performance of the *Services*:

- Transport, subsistence, and lodging in connection with the *Project* beyond kilometres of the *Engineer's* office. Use of vehicles shall be charged at \$ per kilometre.
- Long distance telephone and facsimile communications.
- Reproduction of information, drawings, specifications, and other documents necessary to the *Project*.
- Testing services.
- Courier and messenger services.
- Fees paid for securing approvals, permits, or licences from regulatory agencies having jurisdiction over the *Project*.
- Providing and maintaining *Project* site offices, telephones, facsimile as required for use by the *Engineer* and *Sub-Consultants of the Engineer*.
- Advertising incidental to the *Project*.

Initials	
<i>Client</i>	<i>Engineer</i>

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- Obtaining necessary legal, accounting, insurance, bonding, and other counselling services pertaining to the *Project*.
- Specialized *Project* specific computer hardware and software charges and related expenses as agreed to between the *Client* and the *Engineer*.
- Customs, excise, or any other taxes incurred by the *Engineer* with respect to the *Services*, but excluding *Value Added Taxes*.
- Special or increased insurance coverage required by the *Client* according to paragraph GC 14.2.
- Fees and disbursements of *Sub-consultants* required in the performance of the *Services* where not included in the *Fees* in connection with the *Project*.
- Costs incurred by the *Engineer* in the performance of *Services* in connection with the *Project* where the *Engineer* has obtained the prior written approval of the *Client*.

Enter additional descriptions to be used. Append additional sheets if required

Initials	
<i>Client</i>	<i>Engineer</i>

Handwritten initials and a checkmark.