

To: Mayor and Members of Council

February 6, 2012

Re: White City Drainage – Gregory Avenue to White City Drive

### **Background**

The Provincial Government announced the Emergency Flood Damage Reduction Program in early 2011. The Town of White City is eligible for funding under this program. The program covers 100% of Engineering costs and 75% of construction costs.

In September, 2011 AECOM prepared a report for the Town with recommendations on the work to be done to the internal drainage system of the Town. Council endorsed the report at the September 19, 2011 Council meeting.

### **Discussion**

AECOM has provided the Town with a proposal for engineering services to continue with the detailed design and surveying for the project. See attached proposal.

The work to the internal drainage system from Gregory Avenue to White City Drive is crucial. With the construction of the off ramps, the water along Ramm Avenue will flow under Gregory Avenue and if the proper drainage isn't continued there could be flooding.

### **Budget Implications**

None

### **Conclusion**

AECOM has been contracted by Saskatchewan Watershed Authority to work with this program. There is no cost to the Town for Engineering. Therefore if Council agrees with AECOM continuing on with the project, then Council can authorize the Mayor and Town Manager to execute the work authorization.

### **Recommendation**

Administration recommends Council pass the following motion:



*Town Manager*

---

"THAT the proposal for Engineering Services for the White City Drainage – Gregory Avenue to White City Drive be accepted;

AND THAT the Mayor and Town Manager be authorized to execute the Work Authorization.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Bzdel".

Shauna Bzdel,  
Town Manager



AECOM  
183 – 1621 Albert Street  
Regina, SK, Canada S4P 2S5  
www.aecom.com

306 522 3266 tel  
306 522 3277 fax

January 23, 2012

Shauna Bzdel  
Town Manager  
Town of White City  
Box 220 Station Main  
White City, SK S4L 5B1

Dear Shauna:

**Proposal No: 04001318.4021.115739.001**

**Regarding: White City Drainage – Gregory Avenue to White City Drive**

In response to our discussion we are pleased to provide a Proposal for White City Drainage – Gregory Avenue to White City Drive improvement project.

The off ramps under construction by the Ministry of Highways will direct drainage from Highway #1 to the intersection of Gregory Avenue and Highway #48 in White City. The proposed works are based on the report completed by AECOM in September, 2011 for the Emergency Flood Damage Reduction Program (EFDRP) and the Saskatchewan Watershed Authority.

It is understood the Town of White City has engaged a contractor to carry out the work prior to the spring runoff in 2012.

## SCOPE OF SERVICES

AECOM is proposing the following activities:

- Complete a topographic site survey of the existing drainage route.
- Prepare construction drawings of the proposed works based on the EFDRP report.
- Provide one (1) set of construction layout surveys for the proposed improvements to the drainage channel and works.
- Town of White City to provide current digital Town Plan.

## DELIVERABLES

AECOM will provide the following:

- Five (5) sets of Construction Drawings, hard copies.
- One (1) electronic copy of the Construction Drawings.
- One (1) set of construction layout stakes.

**SERVICES NOT INCLUDED**

The following services noted below have **not** been included in this Proposal:

- Coordination of third party or sub consultants not identified in this proposal.
- Application fees.
- Legal Survey.
- Tendering services.
- Contract administration.
- Construction Inspections.

**SCHEDULE**

Activity	Start Date	Complete
Engineering Services Agreement Executed	January 25, 2012	January 27, 2012
Topographic Site Survey	January 30, 2012	February 3, 2012
Detail Design & Drafting	February 6, 2012	February 21, 2012
Construction Survey	Upon request	

**PERSONNEL**

The following key personnel are proposed for the work:

**Toby Hess, A.Sc.T.**

**Project Manager**

Toby will be the Project Manager and primary contact with the Town of White City. He will coordinate the execution of the engineering agreement and oversee the invoicing for engineering services. Toby will also coordinate the various activities of the project team.

**Dennis Towle, P.Eng.**

**Senior Reviewer**

Dennis will act as the Senior Reviewer for the project. Dennis has been involved with Emergency Flood Damage Reduction Program, in 2012, and understands the drainage problems encountered by the Town of White City.

**Dustin Weiss, Engineer in Training**

**Design Engineer**

Dustin will be responsible for the design of the proposed improvements to the drainage channel.

Preliminary surveys, drafting services and construction layout surveys will be completed by AECOM personnel located in the Regina office.

**COMMERCIAL TERMS**

The estimates shown below in Table 1.0 are based on anticipated level of effort by personnel and hourly charge out rates. Estimated fees for this assignment are approximately \$13,900 including all labour and disbursements, taxes are extra.

We propose to perform the services on a time, expense, and disbursement basis

**Table 1 Estimate**

Description	Fees	Expenses	Total
Site Survey	\$2,400	\$500	\$2,900
Detailed Design and Drafting	\$9,100	\$700	\$9,800
Construction Layout Survey	\$1,000	\$200	\$1,200
<b>Sub Total</b>	<b>\$12,500</b>	<b>\$1,400</b>	<b>\$13,900</b>

**Notes:**

1. Expenses include office expenses, vehicle rental, survey supplies, GPS charges.
2. The presented fees do not include GST or PST.

Our proposal is valid for your acceptance for 30 days, after which time a review of the terms and conditions offered may be required.

Please note that, notwithstanding its construction contract administration services, AECOM shall have no responsibility for construction means; methods; techniques; sequences and procedures, all of which remain the sole responsibility of the contractor performing the work.

Two (2) copies of our Work Authorization are enclosed. Please sign and return both copies. One executed copy will be returned for your files.

Thank you for considering AECOM for this work. Please call me at 306.206.1006 if you have any questions.

Sincerely,  
**AECOM Canada Ltd.**



**Toby Hess, A.Sc.T.**  
Manager, Municipal Infrastructure  
toby.hess@aecom.com

TH:sk  
Encl.  
cc:

## Work Authorization

<b>DATE:</b>	January 23, 2012	<b>PROJECT:</b>	White City Drainage Gregory Avenue to White City Drive
<b>CLIENT:</b>	Town of White City		
<b>ADDRESS:</b>	Box 220 Station Main, White City, SK S4L 5B1	<b>LOCATION:</b>	White City, Saskatchewan
<b>AUTHORIZATION:</b> Client requests and authorizes AECOM Canada Ltd. ("Consultant") 183 - 1821 Albert Street, Regina, SK S4P 2S5 to perform the work specified in the following scope of work ("Work") in accordance with the terms and conditions of this Work Authorization ("Agreement").			
<b>SCOPE OF WORK:</b> Topographic Survey, Detail Design & Drafting and Construction Survey for internal drainage works in the Town of White City.			
<b>COMPENSATION:</b> Client agrees to pay Consultant for the performance of the Work on the following basis: See the 'Commercial Terms' in the Proposal.			
<b>PAYMENT:</b> Consultant will invoice Client monthly for Work performed and Client agrees to pay each invoice within 30 days without holdback. Interest at the rate of 15% per annum (or the maximum rate allowed by law, if lower) will be charged on all overdue amounts. Consultant may suspend the Work, after giving Client 5 days' written notice, until any overdue amounts have been paid in full.			
<b>PERSONAL INFORMATION:</b> Client shall only collect and use Individually Identifiable Information from or about Consultant employees, such as salary information ("Personal Information"), if such collection and use is directly required for the fulfillment of the terms of this Agreement. Client shall collect and use all Personal Information in accordance with applicable federal or provincial personal information protection legislation. If requested to do so by Consultant, Client shall provide Consultant with particulars regarding its collection and use of Personal Information. Client shall use appropriate security measures to protect Personal Information and shall not directly or indirectly disclose, allow access to, transmit, or transfer Personal Information to a third party, or copy, modify or dispose of Personal Information, without Consultant's prior written consent. Upon termination or expiration of this Agreement, Client shall immediately deliver up to Consultant, at Client's own expense, or render anonymous at Client's own expense, all Personal Information in its possession, charge, control or custody.			
<b>PROFESSIONAL RESPONSIBILITY AND LEGAL LIABILITY:</b>			
<ul style="list-style-type: none"> <li>• <b>Standard of Care.</b> The standard of care applicable to the Work will be the degree of care, skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time and place that the Work is performed.</li> <li>• <b>Professional Liability Insurance.</b> Consultant shall maintain throughout the term of this Agreement Professional Liability Insurance with per claim and annual aggregate limits which it deems to be reasonable, insuring Consultant's professional liability resulting from the performance of the Work. Consultant shall provide Client with proof of such insurance upon written request.</li> <li>• <b>Limitation of Liability.</b> Consultant's aggregate liability to Client for claims arising out of this Agreement, or in any way relating to the Work, will be limited to the amount of our fees. In no event will Consultant be liable for indirect or consequential damages including without limitation loss of use or loss of profits. No claim may be brought against Consultant more than 1 year after the Work was last performed under this Agreement; provided, however, that if (and only if) the shortest limitations period for claims under the Governing Law (as defined below) is greater than 1 year and the Governing Law does not permit the parties to reduce that limitations period by contract, no claim may be brought against Consultant after the limitations period prescribed by the Governing Law expires. These limitations of liability will apply, to the extent permitted by law, whether Consultant's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and will extend to and include Consultant's directors, officers, employees, insurers, agents and subconsultants.</li> </ul>			
<b>TERMINATION:</b> This Agreement may be terminated for convenience by either party on 30 days' written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within 5 days of written notice and diligently complete the correction thereafter. On termination, Consultant will be paid for all authorized work performed up to the termination date plus reasonable termination expenses.			
<b>GOVERNING LAW:</b> This Agreement shall be governed by and interpreted in accordance with the laws of the Province where Consultant's address as set forth above is located ("Governing Law").			
<b>ENTIRE AGREEMENT:</b> This Agreement contains the entire agreement of the parties and supersedes all previous communications and negotiations between them relating to the Work. If Client issues a Purchase Order in connection with the Work, the terms and conditions thereof do not apply to this Agreement.			

Town of White City

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (IF REQUIRED)

AECOM Canada Ltd.

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (IF REQUIRED)



## Work Authorization

<b>DATE:</b>	January 23, 2012	<b>PROJECT:</b>	White City Drainage Gregory Avenue to White City Drive
<b>CLIENT:</b>	Town of White City		
<b>ADDRESS:</b>	Box 220 Station Main, White City, SK S4L 5B1	<b>LOCATION:</b>	White City, Saskatchewan
<b>AUTHORIZATION:</b> Client requests and authorizes AECOM Canada Ltd. ("Consultant") 183 - 1621 Albert Street, Regina, SK S4P 2S5 to perform the work specified in the following scope of work ("Work") in accordance with the terms and conditions of this Work Authorization ("Agreement").			
<b>SCOPE OF WORK:</b> Topographic Survey, Detail Design & Drafting and Construction Survey for Internal drainage works in the Town of White City.			
<b>COMPENSATION:</b> Client agrees to pay Consultant for the performance of the Work on the following basis: See the 'Commercial Terms' in the Proposal.			
<b>PAYMENT:</b> Consultant will invoice Client monthly for Work performed and Client agrees to pay each invoice within 30 days without holdback. Interest at the rate of 15% per annum (or the maximum rate allowed by law, if lower) will be charged on all overdue amounts. Consultant may suspend the Work, after giving Client 5 days' written notice, until any overdue amounts have been paid in full.			
<b>PERSONAL INFORMATION:</b> Client shall only collect and use individually identifiable information from or about Consultant employees, such as salary information ("Personal Information"), if such collection and use is directly required for the fulfillment of the terms of this Agreement. Client shall collect and use all Personal Information in accordance with applicable federal or provincial personal information protection legislation. If requested to do so by Consultant, Client shall provide Consultant with particulars regarding its collection and use of Personal Information. Client shall use appropriate security measures to protect Personal Information and shall not directly or indirectly disclose, allow access to, transmit, or transfer Personal Information to a third party, or copy, modify or dispose of Personal Information, without Consultant's prior written consent. Upon termination or expiration of this Agreement, Client shall immediately deliver up to Consultant, at Client's own expense, or render anonymous at Client's own expense, all Personal Information in its possession, charge, control or custody.			
<b>PROFESSIONAL RESPONSIBILITY AND LEGAL LIABILITY:</b> <ul style="list-style-type: none"> <li><b>Standard of Care.</b> The standard of care applicable to the Work will be the degree of care, skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time and place that the Work is performed.</li> <li><b>Professional Liability Insurance.</b> Consultant shall maintain throughout the term of this Agreement Professional Liability Insurance with per claim and annual aggregate limits which it deems to be reasonable, insuring Consultant's professional liability resulting from the performance of the Work. Consultant shall provide Client with proof of such insurance upon written request.</li> <li><b>Limitation of Liability.</b> Consultant's aggregate liability to Client for claims arising out of this Agreement, or in any way relating to the Work, will be limited to the amount of our fees. In no event will Consultant be liable for indirect or consequential damages including without limitation loss of use or loss of profits. No claim may be brought against Consultant more than 1 year after the Work was last performed under this Agreement; provided, however, that if (and only if) the shortest limitations period for claims under the Governing Law (as defined below) is greater than 1 year and the Governing Law does not permit the parties to reduce that limitations period by contract, no claim may be brought against Consultant after the limitations period prescribed by the Governing Law expires. These limitations of liability will apply, to the extent permitted by law, whether Consultant's liability arises under breach of contract or warranty: tort, including negligence; strict liability; statutory liability; or any other cause of action, and will extend to and include Consultant's directors, officers, employees, insurers, agents and subconsultants.</li> </ul>			
<b>TERMINATION:</b> This Agreement may be terminated for convenience by either party on 30 days' written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within 5 days of written notice and diligently complete the correction thereafter. On termination, Consultant will be paid for all authorized work performed up to the termination date plus reasonable termination expenses.			
<b>GOVERNING LAW:</b> This Agreement shall be governed by and interpreted in accordance with the laws of the Province where Consultant's address as set forth above is located ("Governing Law").			
<b>ENTIRE AGREEMENT:</b> This Agreement contains the entire agreement of the parties and supersedes all previous communications and negotiations between them relating to the Work. If Client issues a Purchase Order in connection with the Work, the terms and conditions thereof do not apply to this Agreement.			

Town of White City

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (IF REQUIRED)

AECOM Canada Ltd.

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE (IF REQUIRED)