



**SPECIAL ROADS SUB-COMMITTEE ELECTRONIC
MEETING
WEDNESDAY, SEPTEMBER 14, 2022 AT 1:00 P.M.
AGENDA**

Join Zoom Meeting

<https://us02web.zoom.us/j/89422873673?pwd=Y1I2UyttYWdONGpnMEtXMnBtQ3ZzUT09>

Meeting ID: 894 2287 3673

Passcode: 598966

One tap mobile

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Dial by your location

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+1 438 809 7799 Canada

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+1 647 374 4685 Canada

+1 647 558 0588 Canada

+1 778 907 2071 Canada

+1 780 666 0144 Canada

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1. Call to Order

2. Land Acknowledgement

We would like to begin by acknowledging that Melancthon Township recognizes the ancestral lands and treaty territories of the Tionontati (Petun/Wyandot(te)), Haudenosaunee (Six Nations), and Anishinaabe Peoples. The Township of Melancthon resides within the lands named under the Haldimand Deed of 1784 and the Lake Simcoe-Nottawasaga Treaty (Treaty 18).

These territories upon which we live and learn, are steeped in rich Indigenous history and traditions. It is with this statement that we declare to honour and respect the past and present connection of Indigenous peoples with this land, its waterways, and resources.

3. Approval of Agenda

Moved by _____ Seconded by _____ be it resolved that the agenda be approved as circulated.

4. Declaration of Pecuniary Interest or Conflict of Interest

5. General Business

1. Engineering Report for Poulton Place from Glenn Clarke, RJ Burnside and Associates

6. Recommendations to Council

7. Confirmation Motion

Moved by _____ Seconded by _____ be it resolved that all actions of the Members and Officers of the Roads Sub-Committee with respect to every matter addressed and/or adopted by the Board on the above date be hereby adopted, ratified, and confirmed; and each motion, resolution and other actions taken by the Board members and Officers at the meeting held on the above date are hereby adopted, ratified, and confirmed.

8. Adjournment and Date of Next Meeting

Moved by _____ Seconded by _____ be it resolved that we adjourn this Roads Sub-Committee meeting to meet again on _____ at _____ or at the Call of the Chair.

Denise Holmes

From: Glenn Clarke <Glenn.Clarke@rjburnside.com>
Sent: Thursday, September 8, 2022 4:03 PM
To: Roads
Cc: Denise Holmes; Chris Knechtel
Subject: Poulton Place Design Proposal. 9MSO1580810
Attachments: 220908_Proposal_9MSO158180_Poulton Place Construction.pdf

Good afternoon,
Attached is our proposal for the design and supervision of construction of Poulton Place.
Should you have any questions please contact us.



Glenn Clarke
Senior Technologist

R.J. Burnside & Associates Limited
15 Townline, Orangeville, Ontario L9W 3R4
Office: +1 800-265-9662 Direct: +1 519-938-3025
www.rjburnside.com

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Thank you.



BURNSIDE

[THE DIFFERENCE IS OUR PEOPLE]

September 8, 2022

Via: Email

Mr. Craig Micks
Public Works Superintendent
Township of Melancthon
157101 Highway 10
Melancthon Ontario L9V 2E6

Dear Craig:

**Re: Poulton Place Request for Quotation - Engineering Services
Township of Melancthon
Project No.: 9MSO158180.0000**

1.0 Background

Further to the Township of Melancthon's (Township) request, R.J. Burnside & Associates Limited (Burnside) is pleased to provide the following proposal for engineering services as related to the construction of approximately 300 metres of Poulton Place and 100 metres of the 10 metre wide right of way to Main Street (260 Sideroad) in Corbetton, Township of Melancthon.

Following discussions with the Township and a site review of the existing conditions, several key features were noted to be taken into consideration during the design phase of this project. These features (among others) include:

- Full-depth construction of the road with rural ditch section to meet Township standards (incl. the relocation of the existing ditch inlet catch basin on Poulton Place).

Consideration to be given to designing and constructing a hammerhead truck turn around at the end of Poulton Place or construct new road though 10 metre wide right of way to Main Street. Township to confirm the 10 metre wide right of way has not been deeded to the adjacent landowners. There is a wooden privacy fence currently located on the right of way.

The following scope of work and activities will be required to complete the detailed design, tendering, and contract management for this road reconstruction project.

2.0 Scope of Work and Methodology

2.1 Project Management and Coordination

- Project start up meeting to confirm design options.
- Attend meeting to review design with Township staff.
- Regular updates on project progress.

2.2 Utilities and Investigations

- Coordinate existing utility locates through One Call and determine any potential conflicts.

2.3 Preliminary Design

- Complete a detailed topographic survey.
- Confirmation of the ROW (Township to provide a copy of the legal survey plan).
- CAD Base plan preparation.
- Confirm Environmental Assessment Schedule (assumed Schedule A+).
- Review the findings of the above investigations with the Township, complete preliminary construction estimates and recommend the preferred solutions.

2.4 Detailed Design and Drawings

- Complete detailed design for the Poulton Place and the 10 metre right of way.
- Prepare design drawings.
- Poulton Place is outside the regulated area of the Grand River Conservation and no permits or approvals are anticipated for these works.
- Calculate quantities and prepare a pre-tender budget estimate.
- Prepare Tender Documents and Drawings.

2.5 Contract Administration and Inspection (not included in fee estimate)

- Invite contractors to tender on the works
- Review Tenders and provide a recommendation to the Township.
- Provide Contract Administration services, which will include client liaison, review of shop drawings, issue Payment Certificates, and prepare Changes Orders as required.
- Provide part-time site/construction inspection during all critical construction activities.

2.6 Post Construction

Complete a substantial performance walkthrough, prepare a deficiency list, and complete a final walkthrough with the Township and Contractor in advance of the expiration of the warranty.

3.0 Burnside Team

Burnside proposes that Chris Knechtel, P.Eng. be the primary contact for the Township and act as the Project Manager.

- Project Manager – Chris Knechtel, P.Eng.
- QA/QC Lead/Design Manager – Glenn Clarke, S.T.
- Lead Design Civil Engineer – Steve Russel, P.Eng.
- Contract Administration – TBD
- Construction Inspector – TBD

4.0 Assumptions and Constraints

Geotechnical investigation is not required on this project by the Township. However, chemical test may be required prior to construction by the successful contractor to dispose of any excess material.

No public meetings are anticipated; however, if a PIC is scheduled the Township will cover the cost of the venue and costs of Burnside preparing for and attending the meeting in addition to the proposed fee.

No significant changes to the vertical or horizontal alignment of the roadway are anticipated.

No property acquisitions will be required. All work to be kept within the Township ROW.

Township to confirm the 10 metre wide right of way has not been deeded to the adjacent landowners. There is a wooden privacy fence located on the ROW.

Costs for a legal survey have not been included in the scope of work.

Costs have been included to assist the Township with adding two streetlights to the proposed hydro poles on Poulton Place.

5.0 Engineering Fees and Construction Cost Estimate

We estimate our total upset fees including disbursements for the design/tender portion of this project to be **\$20,250.00 (+HST)** which includes all disbursements, as broken-down in the following table. It is understood that this limit will not be exceeded without the authorization of the Township. Please note that the authorized limit will remain in effect for a 30-day period.

Burnside Consulting Fees

Project Management and Meetings	\$500.00
Utilities and Coordination	\$200.00
Topographical Survey	\$1,950.00
Preliminary Design	\$1,100.00
Detailed Design and Drawings	\$7,500.00
Part time inspection, assume 4 weeks at 6 hours per week. Including Contract Admin.	\$7,000.00
Tender Preparation and Cost Estimate	\$2,000.00
Total Burnside Engineering Fees	\$20,250.00

Construction Cost Estimate

Road Reconstruction (Poulton)	\$190,000.00
Hammerhead Turn for Trucks	\$9,000.00
10 Metre wide Right of Way	\$29,000.00

The total cost for design, inspection and construction is estimated to range from \$219,250 to \$239,250 plus HST.

The engineering fees above include all disbursements (mileage, printing, copies, etc.) for the Project. The Project will be invoiced on a Time and Material basis, with an authorized limit listed above.

6.0 Terms of Agreement

As per the attached standard agreement.

If you have any questions, please contact the undersigned.

Yours truly,

R.J. Burnside & Associates Limited



Chris Knechtel P.Eng
Project Manager
CK:ao



Glenn Clarke, ST
Senior Designer

Enclosures Authorization to Proceed/Standard Conditions of Service

This document contains proprietary and confidential information. As such, it is for the sole use of the addressee and R.J. Burnside & Associates Limited, and proprietary information shall not be disclosed, in any manner, to a third party except by the express written consent of R.J. Burnside & Associates Limited. This document is deemed to be the intellectual property of R.J. Burnside & Associates Limited in accordance with Canadian copyright law.

Authorization to Proceed

Date: September 8, 2022 **Project No.:** 9MSO158180.0000
Client: Mr. Craig Micks
Submitted By: Chris Knechtel P.Eng
Project: Poulton Place Request for Quotation - Engineering Services

I, _____, a recognized signing authority for _____, hereby authorize the firm of R.J. Burnside & Associates Limited (the Consultant), to arrange for or perform the work described in the Proposal Letter dated September 8, 2022.

I understand that the payment is based on an Authorized Limit and will not be exceeded without my authorization due to a change in the scope of work.

Fee for Engineering Services: \$20,250.00 (+HST)

By affixing my signature, I understand that the scope of work contained in the Proposal Letter (noted above) is governed by the attached Standard Conditions of Service.

Signature

Date

Position/Title

I have authority to bind the Corporation.

To hold the rates/and or fee estimate provided in the attached proposal, this Authorization To Proceed must be signed and returned to R.J. Burnside & Associates Limited within 30 days from the date above.

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9/8/2022 2:32 PM

Standard Conditions of Service

Services

The services provided, if not specifically limited by the Client, will be at the Consultant's discretion for acting in the Client's best interest for the type of work requested.

Fees and Expenses

Billing will be in accordance with the fees as outlined in the proposal, plus expenses. Expenses including any sub-consultants properly incurred in connection with the project will be billed at cost plus an administrative charge of eight percent.

The Consultant may assist in coordinating other Consultants on Client's behalf. The Consultant does not accept any liability for other Consultants' work. Clients are encouraged to contract directly with other consultants.

Invoices

Invoices will be submitted on a monthly basis. Interest (1 percent per month of the unpaid amount) will be added to all unpaid balances after 30 days from date of invoicing. If the Client objects to all or any portion of an invoice, the Client shall so notify the Consultant in writing within 14 calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

If the Client fails to pay undisputed invoiced amounts within 30 calendar days of the date of the invoice, the Consultant may at any time, without waiving any other claim against the Client and without thereby incurring any liability, suspend or terminate this Agreement as provided elsewhere in these Standard Conditions of Service.

Changes in Scope

The scope of work identified is based on the Consultant's understanding of the work required to complete the project at the time of this proposal. In light of occurrences or discoveries that were not originally contemplated by or known by the Consultant, the Consultant may be required to discuss with the Client a change in the scope of the project, which may require a revision to this agreement. Should such a situation arise, the Consultant shall identify the changed conditions which make such discussions necessary and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this agreement in order to continue to meet the Client's needs. If an agreement cannot be reached on the change in scope, the Client agrees that the Consultant has the absolute right to terminate this agreement.

Mediation

All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof shall be decided by mediation, unless the parties mutually agree otherwise.

Limitation of Liability

For purposes of limitation of liability provisions contained herein, the Client expressly agrees that it has entered into this Agreement with the Consultant, both on its own behalf, and as agent on behalf of its employees and principals.

Except for claims or losses arising from the negligence or wilful misconduct of the Client for which the Client agrees the Consultant shall have no liability, the consultant's liability to the Client in Contract and Tort is limited to the total amount of the fee paid for professional services, save and except with respect to any damages for destruction of property, personal injury and/or death, arising directly as a result of the Consultant's negligent performance of the services.

The Client expressly agrees that the Consultant's employees and principals shall have no personal liability to the Client in respect of a claim, whether in contract, tort and/or other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in any court of law against any of the Consultant's employees or principals in their personal capacity.

No other party shall rely on the Consultant's work without the express written consent of the Consultant.

The Client will give prompt written notice to the Consultant whenever the Client or his representative becomes aware of any defects or deficiencies in Consultant's work.

Hold Harmless

Burnside's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event the Client later elects to reduce Burnside's scope of services, the Client hereby agrees to release, hold harmless, defend and indemnify Burnside from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

Field Review Services

Where engaged by the Client, the Consultant will provide field review services. It is understood that in engaging the Consultant, the Client recognizes that the role of the Consultant in completing field review is to witness construction for general conformity with the identified design. The Consultant does not provide direction to the Contractor on construction methods, nor does the Consultant warrant the Contractor's work - this is the sole responsibility of the Contractor for which the

Consultant will not take any liability. Prior to the initiation of construction, the Client and the Consultant will agree on a field review schedule. The Client acknowledges that where a reduced field review schedule is agreed, the Consultant will not be held liable for any work completed by the Contractor for which the Consultant has not been on site to witness conformity with the design.

In the event that the Consultant is not engaged for field review services, the Consultant shall not be held liable for any issues arising during the construction period nor will the Consultant be liable for any changes to the design which may be directed by others.

Governing Law

The laws of the Province of Ontario will govern the validity of this agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this agreement.

Assignment

Neither party shall assign responsibilities without the written consent of the other.

Termination

The Client or Consultant may terminate this Agreement at any time and no further expense will be incurred beyond the time of notice to terminate. In the event such termination becomes necessary, the party effecting termination shall so notify the other party in writing, and termination will become effective 14 calendar days after receipt of such notice.

Irrespective of which party shall effect termination or the cause therefore, the Client shall, within 30 calendar days of termination, remunerate the Consultant for services rendered and costs incurred, in accordance with the Consultant's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities.

Suspension

Upon 14-calendar day's written notice to the Consultant, the Client may suspend the Consultant's work. If payment of undisputed Consultant's invoices is not maintained on a 30 calendar day current basis by the Client, the Consultant may by 14-calendar day's written notice to the Client suspend further work until payment is restored to a current basis. Suspension for any reason exceeding 45-calendar days shall, at the suspending party's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and the Consultant, and the Consultant shall be compensated for services performed and charges incurred prior to the suspension date, plus suspension charges.

Suspension charges may include, but shall not be limited to, services and costs associated with putting analyses and documents in order, rescheduling and reassigning personnel and/or equipment and issuing necessary or customary notices to appropriate government boards. Compensation to the Consultant shall be based upon the Consultant's prevailing fee schedule and expense reimbursement policy.

Ownership of Documents

All drawings, specifications and documents prepared by the Consultant hereunder, for which the Consultant has been fully paid under the terms of this agreement shall be and remain the property of the Client. The Client hereby agrees that all drawings, specifications and documents prepared by the Consultant shall only be used for their intended purpose and not be reproduced for use on other projects, sites or locations. The Client agrees to indemnify and hold harmless the Consultant for any claims arising from the unauthorized re-use of drawings, specifications, designs and documents.

Client's Responsibility

The Client will fully disclose all relevant information or data pertinent to the Project, which is required by the Consultant. The Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by or on behalf of the Client.

The Client will give prompt consideration to all requests or documents relating to the project submitted by the Consultant and whenever prompt action is necessary, inform the Consultant of his decisions in such reasonable time so as not to delay the Services of the Consultant. The Client shall arrange and make provision for the Consultant's entry and ready access to the project site as necessary to enable the Consultant to perform his services.

Standard of Care

The consultant will perform the services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same area under similar circumstances and conditions.

Tax

Any applicable taxes will be added to invoices.