

VILLAGE OF AMISK

Office of the Municipal Administrator

AMISK, ALBERTA

TOB OBO

AGENDA - Tuesday, February 20, 2018

1. CALL TO ORDER - 7:00 P.M
2. MINUTES - Minutes of the regular meeting January 16, 2018 as read.
3. ADDITIONS AND DELETIONS TO THE AGENDA
4. BUSINESS ARISING FROM MINUTES
5. FINANCIAL STATEMENT
 - As presented
6. COMMITTEE REPORTS
 - MD joint meeting - Mayor Rock, Deputy Mayor Adams, Councillor Hill
 - Amisk Library - Mayor Rock
 - Waste Management - Mayor Rock
 - Hillcrest - Councillor Hill
7. ADMINISTRATOR'S REPORT
 - Attached
8. PUBLIC WORKS'S REPORT
 - Attached
9. CORRESPONDENCE
 - Ian' Green Report
 - Insurance
 - Letter of Support Victim's Services
 - Rep from IVIS stopped in and had a chat
 - Buffalo Trails School Spin-a-thon
10. NEW BUSINESS
 - West Recreation Agreement
 - Municipal Development Plan
 - West Fire Budget
 - Mayor's Caucus - March 14 - 15
 - Tim Nordin - Website
 - Tim Nordin - Amisk Library
 - BAR Engineering
 - Procedural Bylaw
 - Code of Conduct Bylaw
 - Public Participation Policy
 - Public Works Policy
 - Water Service Delivery Policy
 - Insurance breakdown
 - Waste Management 2018 Budget

VILLAGE OF AMISK


Mun. Admin

Mayor.

Mun. Admin

11. ACCOUNTS PAYABLE

12. ADJOURNMENT

VILLAGE OF AMISK

PUBLIC WORKS REPORT

REPORT FROM: Public Works

DATE: February 20, 2018

Water plant and lift station operating well.

Ordered new flow meter for Well #2 from Endress & Hauser.

Sonic Eco-sounder for water wells has arrived.

Water meter froze at Neal Regnier, had to replace.

Exit sign installed at water plant.

Need new hand held grass trimmer.

HPC came Tuesday, the 13th to check sewer main and flush out Steele Adam's place.

VILLAGE OF AMISK

COMMITTEE REPORT: MO Joint Meeting

REPORT FROM: Bill Pock

DATE: Jan 25/

TIME: 6:00 pm - Pto Czer

Review of Joint Agreement
Discussion on Senior's Housing
Discussion on Joint IMDP
Intermunicipal Development Plan's
Offers of MO Equipment.

VILLAGE OF AMISK

COMMITTEE REPORT: Library -

REPORT FROM: Bill Rock

DATE: Jan - 25 - Feb 15

TIME: 7:00 pm - 5:00 pm - Amisk Town Hall

- Review - Ad for New Librarian
- Review - Applications
- Review - Job Description -
Job Interview Question -
Director of library

2 meetings @ 60⁰⁰ 120⁰⁰

VILLAGE OF AMISK

COMMITTEE REPORT: Waste Management

REPORT FROM: Bill Root

DATE: Feb 15 2018

TIME: 7:00pm - Procast MD office

Review of Job Applicants -
Reviewed and Approve Budget -
\$21000 Profit last Year -
Requisition To Stay The Same - MD Picked up Stock
Question - other Town's - thoughts - requisition
is Passed on To Retc Payc's

Meeting - \$ 60⁰⁰
Travel - \$ 175⁰⁰

VILLAGE OF AMISK

COMMITTEE REPORT: Bar Engineering
REPORT FROM: Bill Rock
DATE: Feb 13/2008
TIME: 10 Am - hydrosl.

Review Preliminary Drawings of
Water looping Project and
As Builds of Existing - lines -

See Also Attached

Day Meeting - 15000 -
298 Km² @ 60¢/17880 -
32880

February 16, 2018 | Proposal No.: MP-18-017

Village of Amisk
Box 72
Amisk, AB
T0B 0B0

Attn: **Bill Rock**

Dear Bill:

**Re: 2018-2020 Miscellaneous Municipal Projects
Consulting Engineering Assistance – Servicing Agreement
Village of Amisk**

BAR Engineering Co. Ltd. (hereinafter referred to as BAR, or the Consultant) is pleased to submit this proposal to the Village of Amisk (hereinafter referred to as the Village, or the Client) to provide engineering services for miscellaneous projects being undertaken by the Village over a three (3) year term commencing in 2018 and terminating on December 31, 2020. The engineering services to be provided will be municipal related.

It is understood by BAR that the Village wishes to have the detailed engineering design associated with various municipal projects completed by BAR within the three (3) year agreement. The intent of completing the detailed engineering design(s) at this time is to provide the Village with the opportunity to have projects shelf ready for potential provincial or federal funding opportunities. The Village wishes to have all upgrade, repair, and rehabilitation projects completed within the next ten (10) years. The current list of projects to be completed by BAR under the agreement include, but are not limited to, the following:

- Water main looping design;
- Water main looping as-built drawings;
- Sanitary sewer lining and rehabilitation;
- Sanitary sewer CCTV data review and repair recommendations;
- Fire hydrant spacing review and recommendations;
- Surface drainage review; and,
- General municipal engineering services.

For each project under this agreement, BAR will submit a written scope of work, including an estimate of fees and timelines to complete the individual projects. The fee estimates would incorporate the attached Schedule of Rates – Consulting Clients. No work on the individual projects will be completed until authorization to do so has been provided by the Village, in writing, to BAR.

Actual hours incurred by BAR over the course of conducting the requested Work will be charged in accordance with the attached Schedule of Rates – Consulting Clients. The five (5) percent Goods and Services Tax would be charged in addition to the incurred costs. Payment terms are net thirty (30) days.

At the end of each year of the three (3) year term, BAR requests that we be provided the opportunity to submit a revised Schedule of Rates – Consulting Clients to the Village for review and acceptance by the Village. The revised schedule of rates will become effective January 01 of each consecutive year.

We request that if you are in agreement with this proposal and the "Terms and Conditions" that you sign below and return a copy of the signed proposal to BAR for our files.



AUTHORIZATION TO PROCEED

BAR Engineering Co. Ltd. is authorized to provide the services outlined in this proposal in accordance with the Terms and Conditions, attached. The person signing this Agreement warrants that they have authority to sign as, or on behalf of, the Client for whom or for whose benefit BAR Engineering Co. Ltd.'s services are rendered.

Client:

Name (printed): _____ Company: _____

Signature: _____ Date: _____

BAR looks forward to undertaking the Work requested by the Client and appreciates the opportunity to submit this proposal. If you have any questions or require any clarifications regarding our proposal, please do not hesitate to contact me at (780) 875-1683 or via e-mail at james.rogers@bareng.ca.

**Yours truly,
BAR Engineering Co. Ltd.**



**James Rogers, P. Eng.
Project Engineer
Municipal Division**

Attachments: Schedule of Rates – Consulting Clients
 Terms and Conditions

Schedule of Rates - Consulting Clients

Page: 1 of 1

Effective: January 1, 2018 – December 31, 2018

Engineering

| | |
|-----------------------|------------|
| Junior Engineer I | \$90/hour |
| Junior Engineer II | \$109/hour |
| Intermediate Engineer | \$120/hour |
| Project Engineer | \$129/hour |
| Senior Engineer | \$140/hour |
| Staff Engineer | \$149/hour |
| Senior Staff Engineer | \$163/hour |
| Principal Engineer | \$174/hour |

Engineering Technologists / Designers

| | |
|---|------------|
| Junior Technologist / Designer I | \$78/hour |
| Junior Technologist / Designer II | \$90/hour |
| Intermediate Technologist / Designer I | \$103/hour |
| Intermediate Technologist / Designer II | \$113/hour |
| Senior Technologist / Designer I | \$127/hour |
| Senior Technologist / Designer II | \$132/hour |

Drafting

| | |
|------------------------------|------------|
| Junior CAD Operator I | \$76/hour |
| Junior CAD Operator II | \$82/hour |
| Intermediate CAD Operator I | \$86/hour |
| Intermediate CAD Operator II | \$93/hour |
| Senior CAD Operator I | \$100/hour |
| Senior CAD Operator II | \$106/hour |

Administration / Document Control / Procurement / Expeditor

| | |
|---|-----------|
| Junior Admin / Document Control I / Procurement / Expeditor I | \$67/hour |
| Junior Admin / Document Control II / Procurement / Expeditor II | \$69/hour |
| Intermediate Admin / Document Control I / Procurement / Expeditor I | \$72/hour |
| Intermediate Admin / Document Control II / Procurement / Expeditor II | \$76/hour |
| Senior Admin / Document Control I / Procurement / Expeditor I | \$79/hour |
| Senior Admin / Document Control II / Procurement / Expeditor II | \$82/hour |

Miscellaneous

| | |
|---|---------------------------|
| Vehicle Charge | \$1.00/km or \$12.50/hour |
| Subsistence (Travel, Accommodation and Meals) | Cost + 10% |
| Third Party Billing | Cost + 10% |
| Total Station Equipment | \$35/hour |
| GPS Survey Equipment | \$60/hour |
| Workstation with CAD Based Software | \$15/hour |
| Design / Analysis Software | \$15/hour |

Disbursements shall be invoiced as 4.0% of total fees to cover reproduction, telephone, fax, courier and general computing services.

Payment terms are net 30 days. Interest shall be charged on overdue accounts at a rate equivalent to 24% per annum.

Date: December 14, 2017

Prepared by: Jonathan Torresan

Terms and Conditions

Page: 1 of 2

**BAR ENGINEERING CO. LTD. (the CONSULTANT)
TERMS AND CONDITIONS**

1. **PROFESSIONAL RESPONSIBILITY** - The CONSULTANT shall provide the noted consulting engineering services to the CLIENT exercising the standard of care, skill and diligence which is reasonably expected within the engineering profession in the location of the project, as measured by professional standards applicable during the performance of the services. No other warranty or guarantee, expressed, implied or statutory, is made or intended by this Agreement.
2. **SUB CONSULTANTS** - The CONSULTANT may, with the permission of the CLIENT and at any stage of the project, engage sub consultants to perform all or any part of the services. The CLIENT shall not unreasonably withhold permission to engage sub consultants.
3. **DISCLOSURE** - The CLIENT agrees to provide full disclosure to the CONSULTANT of all drawings, reports, schedules and other data pertinent to the execution of the CONSULTANT's work on behalf of the CLIENT under this Agreement. The CONSULTANT shall not be responsible for the interpretation or verification of information supplied by the CLIENT or others or for any errors or omissions therein. The CONSULTANT may rely on the accuracy of any data provided by the CLIENT, or by other parties engaged by the CLIENT, for use on the project.
4. **COMPENSATION** - Fees for the work performed under this Agreement shall be in the form agreed to by the CONSULTANT and CLIENT. All fees and charges shall be payable in Canadian funds unless noted otherwise. Invoices shall be due and payable within 30 days of the invoice date, as presented and without hold backs, by the CLIENT upon receipt. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of 24 percent per annum. Where applicable, Provincial Sales Tax (PST) and Goods and Services Tax (GST) shall be added to the fees and charges. The CONSULTANT reserves the right, without penalty, to discontinue services in event of non-payment.
5. **REPRESENTATIVES** - The CONSULTANT and the CLIENT shall each designate a representative who is authorized to act on behalf of the designating party on matters related to the project. Each such representative shall be the person to whom notices required under this Agreement shall be directed. Either party may change their representative upon written notice to the other party.
6. **TERMINATION** - Either party may terminate this Agreement without cause upon thirty (30) days written notice. Upon termination by either party, the CLIENT shall forthwith pay to the CONSULTANT the fees and charges due for services rendered under this Agreement to the date of termination, including all reasonable termination costs incurred by the CONSULTANT in closing down the project work.
If either party breaches this Agreement, the non-defaulting party may terminate this Agreement if the breach is not remedied by the seventh day following written notice of default from the non-defaulting party. Upon termination by the CONSULTANT, the CLIENT shall forthwith pay to the CONSULTANT the fees and charges due for services rendered under this Agreement to the date of termination. Non-payment by the CLIENT of invoices issued by the CONSULTANT shall constitute a breach of this Agreement.
7. **CLIENT'S RESPONSIBILITIES** - The CLIENT shall be responsible for all things reasonably required to facilitate the project and to aid the CONSULTANT to provide the services. Unless otherwise stated elsewhere, the CLIENT shall apply for and obtain all required permits and licenses.
8. **LIMITATION OF LIABILITY** - The CONSULTANT agrees to indemnify and hold the CLIENT harmless from negligent acts of omissions by the CONSULTANT. The CONSULTANT's obligation to indemnify and hold the CLIENT harmless is limited to those circumstances which cause direct, foreseeable loss and damage to the Client. Without limiting the generality of the foregoing, the CONSULTANT shall not be responsible for: 1) the failure of a contractor or subcontractor to perform the work required on the project in accordance with the applicable contract documents, 2) the design of or defects in equipment supplied or provided by the CLIENT, either directly or indirectly, for incorporation into the project, 3) any damage to subsurface structures or utilities, 4) any project decisions made by the CLIENT if the decisions were made without the advice of the CONSULTANT or contrary to or inconsistent with the advice of the CONSULTANT, 5) the unauthorized distribution of any confidential drawing, document or report prepared by or on behalf of the CONSULTANT for the exclusive use of the CLIENT, or 6) changed conditions or errors information provided by the CLIENT or other consultants on behalf of the CLIENT.
Notwithstanding any other provisions of this Agreement, the total amount of all claims the CLIENT may assert against the CONSULTANT, including all directors, officers, employees, agents, sub consultants and shareholders under this project, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall not exceed the amount of the engineering fees paid by the CLIENT to the CONSULTANT. With respect to the limitation provisions in this Agreement, the CLIENT agrees that it has entered into this Agreement with the CONSULTANT, both on its own behalf and as an agent on behalf of its employees and principals, and that such employees and principals shall have no personal liability to the CLIENT in respect of a claim, whether in contract, tort and/or any other cause of action in law. As such, the CLIENT agrees that it shall bring no proceedings or take no action in law against any of the CONSULTANT's employees or principals in their personal capacity.

Date: May 14, 2008

Prepared by: Kent Smith

Terms and Conditions

Page: 2 of 2

9. CLAIMS - No claim may be brought against the CONSULTANT, its directors, officers, employees, sub consultants and agents more than one (1) year after the services are completed or this Agreement is terminated.
10. INDEMNIFICATION - The CLIENT shall indemnify and hold harmless the CONSULTANT and its directors, officers, employees, sub consultants, agents and shareholders from and against any and all claims which are put forward by parties other than the CLIENT as a result of services performed or contemplated under this Agreement.
11. INSURANCE - The CONSULTANT will maintain insurance for the agreement in the following types: 1) worker's compensation insurance at statutorily required levels, 2) Comprehensive General Liability (CGL) insurance, 3) Professional Liability Insurance (PLI), and 4) automotive insurance.
12. DOCUMENTS - All documents and drawings prepared by the CONSULTANT or by others on behalf of the CONSULTANT, in connection with this project are instruments of service for the execution of the project. The CONSULTANT retains the property and copyright in these documents and drawings, whether the project is executed or not. These documents and drawings may not be used on any other project or for any other purpose without the prior written agreement of the CONSULTANT. At the request and expense of the CLIENT, the CONSULTANT shall provide the CLIENT with copies of any and all drawings, specifications and other documents prepared by the CONSULTANT, if requested not more than ten (10) years after the services are completed or after this Agreement is terminated.
13. FIELD SERVICES - Where applicable, field services recommended for the project are those deemed by the CONSULTANT as the minimum necessary to observe whether or not the work is being carried out in general conformity with the intent of the contract documents. Field services are not considered to form part of the scope of services to be rendered under this Agreement unless specifically identified.
14. ENVIRONMENTAL - The CLIENT is responsible for acquiring the services of a Geotechnical/Environmental consultant whenever needed. The CONSULTANT's field investigation and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. The CONSULTANT will co-operate with the client's Geotechnical/Environmental consultant during the field work phase of the investigation.
15. DISPUTE RESOLUTION - If requested in writing by either the CLIENT or the CONSULTANT, the CLIENT and CONSULTANT shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into non-binding negotiation on a without prejudice basis. Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, 4) by arbitration if both parties agree, or 5) through the court system. Each party irrevocably attorns to the jurisdiction of the applicable Canadian provincial courts and the courts of Canada, and all courts having appellate jurisdiction over these courts. This Agreement shall be interpreted under the laws of the Province of Alberta, Canada, as this represents the head office location of the CONSULTANT. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement.
16. LEGAL FEES AND COSTS - In the event either party makes a claim or brings an action against the other for any act arising out of the performance or interpretation of this Agreement, including the payment of professional fees, the unsuccessful party shall pay all reasonable legal fees and legal costs, on a solicitor and client basis, incurred by the prevailing party in such claim or action.
17. ENTIRE AGREEMENT - Upon authorization by the CLIENT and commencement of performance hereunder, these terms constitute the entire agreement between the parties concerning its subject matter. Any changes or additional conditions proposed by the CLIENT are hereby rejected, unless expressly stated in the Agreement or incorporated by a change order executed in writing by the CLIENT and CONSULTANT. This Agreement is binding and shall endure to the benefit of the CLIENT and the CONSULTANT, including the CONSULTANT's employees, servants and agents, and their respective successors and assigns.
18. CHANGES - Upon receipt of notice from CLIENT of a change of the scope of work hereunder, the CONSULTANT will promptly notify the CLIENT if there is an impact on the schedule, price, or terms of the agreement. Thereafter, an estimate of any impact on the Agreement will be prepared and submitted to the CLIENT. The parties agree to promptly negotiate and implement changes to the Agreement. CLIENT acknowledges and agrees that its use of any purchase orders or other form to procure services is solely for administrative purposes and in no event shall the CONSULTANT be bound to any terms and conditions on such form regardless of reference to or signature. CLIENT shall endeavour to reference this Agreement on any purchase order (or other form) but CLIENT's failure to do so shall not operate to modify this Agreement.
19. ASSIGNMENT - Neither CLIENT nor CONSULTANT shall assign its interest in this Agreement without the written consent of the other.
20. CONSEQUENTIAL DAMAGES - The CONSULTANT shall not be responsible for any consequential, indirect, or incidental damages suffered by the CLIENT, including but not limited to loss of use, earnings and business interruption.

Date: May 14, 2008

Prepared by: Kent Smith

VILLAGE OF AMISK

ADMINISTRATOR'S REPORT

REPORT FROM: Kathy Ferguson

DATE: February 20, 2018

Have received linear property assessment.

Water, Waste water Reports sent to Alberta Environment for 2017.

Still working on policies and bylaws.

Did the 2017 FCSS report.

Sent in info on WCB for 2018.

Breakdown of insurance policy.

Public works foreman is on part-time, 20 hours per week.

Have been working on the updates for the MGA policies.

Still waiting for Brian King, auditor's visit.

Waiting for 2017 assessment.