

THE CORPORATION OF THE CITY OF NORTH BAYBY-LAW NO. 2404

BEING a By-law authorizing the execution of:
 (1) That certain Agreement dated the first day of June 1967 between DeLeuw, Cather & Company of Canada Limited and The Corporations of the City of North Bay, Township of Widdifield and Township of West Ferris; and
 (2) That certain Agreement dated the second day of June 1967 between DeLeuw, Cather & Company of Canada Limited and The Corporation of the City of North Bay.

THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY HEREBY ENACTS AS FOLLOWS:

1. That The Corporation of the City of North Bay do enter into:

(a) That certain Agreement dated the first day of June 1967 between DeLeuw, Cather & Company of Canada Limited and The Corporations of the City of North Bay, Township of Widdifield and Township of West Ferris upon and subject to the terms and conditions therein set forth.


(b) That certain Agreement dated the second day of June 1967 between DeLeuw, Cather & Company of Canada Limited and The Corporation of the City of North Bay upon and subject to the terms and conditions therein set forth.

2. That the Mayor and Clerk be and they are hereby authorized to execute the said Agreements on behalf of The Corporation of the City of North Bay and to affix thereto the corporate seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 14TH DAY OF JULY 1967

READ A SECOND TIME IN OPEN COUNCIL THIS 14TH DAY OF JULY 1967

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY ENACTED AND PASSED THIS 14TH DAY OF JULY 1967.



 DEPUTY MAYOR



 CITY CLERK

THIS AGREEMENT made in quadruplicate this 2nd day of June 1967

BETWEEN:

DE LEUW, CATHER & COMPANY OF CANADA LIMITED,
a Company incorporated under the laws of
Canada and having its Head Office at Don
Mills, Toronto, in the County of York in
the Province of Ontario, Canada;

hereinafter called the "ENGINEER"

AND

THE CORPORATION OF THE CITY OF NORTH BAY in
the District of Nipissing, in the Province
of Ontario, Canada;

hereinafter called the "CITY"

WHEREAS the Engineer, pursuant to the Terms of Reference marked Schedule "A" to this Agreement prepared by the Technical Co-ordinating Committee, acting partly on behalf of the City, has made an Appraisal Report dated April 1967 for the "North Bay Area Urban Transportation Study" and which is hereinafter referred to as "Appraisal Report" and marked Exhibit "B" to this Agreement;

AND WHEREAS the Engineer has set forth on pages 14, 15 and 16 of the said Appraisal Report the scope and benefits of a comprehensive parking study for the City;

AND WHEREAS the City is desirous of having the Engineer carry out and perform the aforesaid comprehensive parking study;

NOW THEREFORE the parties hereto mutually covenant and agree as follows:

1. The Engineer covenants and agrees with the City that it will carry out and perform a comprehensive parking study as set forth on pages 14, 15 and 16 of the aforesaid Appraisal Report at the same time as it carries out and performs the "North Bay Area Urban Transportation Study" as set forth in the Agreement dated the first day of June 1967 entered into between the Engineer and The Corporations of the City of North Bay, the Township of Widdifield and the Township of West Ferris, all in the District of Nipissing in the Province of Ontario.

2. All applicable provisions of the aforesaid Agreement dated June 1st, 1967, shall, mutatis mutandis, be deemed to be incorporated in and form a part of this Agreement and the report of the Comprehensive Parking Study aforesaid shall be included in and form a part of the Report on the "North Bay Area Urban Transportation Study."

3. The Engineer covenants and agrees with the City that the fees and expenses of the Engineer for the aforesaid Comprehensive Parking Study shall not exceed \$5,500.00 (Five Thousand, Five Hundred Dollars), which represents 110% (one hundred and ten per cent) of the estimated total cost thereof as set forth on page 30 of the aforesaid Appraisal Report.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals under the hands of their proper signing officers being duly authorized in that behalf.

DE LEUW, CATHER & COMPANY OF CANADA LIMITED



President

Vice - President

THE CORPORATION OF THE CITY OF NORTH BAY

(SIGNED) R. F. DONNELLY

Deputy Mayor

(SIGNED) C. E. ARMSTRONG

Clerk

THIS AGREEMENT made in quadruplicate this 1st day of June
A.D. 1967

BETWEEN:

DE LEUW, CATHER & COMPANY OF CANADA LIMITED,
a Company incorporated under the laws of
Canada, and having its Head Office at Don
Mills, Toronto, in the County of York, in
the Province of Ontario, Canada;

hereinafter called the "ENGINEER"

AND

THE CORPORATIONS OF THE CITY OF NORTH BAY,
TOWNSHIP OF WIDDIFIELD AND TOWNSHIP OF WEST
FERRIS, in the District of Nipissing, in
the Province of Ontario, Canada;

hereinafter called the "CORPORATIONS"

WHEREAS the Engineer, pursuant to the Terms of Reference
marked Schedule "A" to this Agreement, prepared by the Technical Co-
ordinating Committee, acting on behalf of the Corporations, has made
an "Appraisal Report" dated April 1967 for the "North Bay Area Urban
Transportation Study" and which is hereinafter referred to as
Appraisal Report and marked Schedule "B" to this Agreement;

AND WHEREAS the Corporations have requested the Engineer to
carry out and perform the necessary Engineering and related surveys
in connection with the aforesaid Transportation Study in accordance
with the aforesaid Terms of Reference and the aforesaid Appraisal
Report;

NOW THEREFORE the parties hereto mutually covenant and agree
as follows:

1. SCOPE OF WORK

The scope of the work will be as set forth in the Terms of
Reference and the Appraisal Report but shall not include the compre-
hensive parking survey and the railway consolidation study and the
Engineer, subject to the foregoing exclusions, shall perform the
necessary surveys and analyses outlined in the Terms of Reference
and the Appraisal Report and shall prepare and submit to the Corp-
orations the following:

- (a) Copies of a comprehensive report covering the analysis of the collected data, the projection of the future travel patterns, and the development of a master traffic plan for the survey area.
- (b) Copies of a brief summary of the above comprehensive report.
- (c) All collected data in tabulated or sketch form.

The Engineer shall confer from time to time, as may be necessary with the Corporations, the Technical Co-ordinating Committee, (and any sub-committee thereof), the Ontario Department of Highways, and other interested parties for the purpose of discussing the progress of the work and any amendments to the scope of the work which may from time to time appear to be required. Amendments to the scope of the work may be made only with the agreement of both the Corporations and the Engineer.

2. SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer shall perform consulting engineering and related services with respect to the Transportation Study as follows:

- (a) The Engineer shall provide all of the professional personnel, technicians, assistants, draftsmen, clerical, and other personnel that may be required for the Study, as defined under the Scope of Work, and including the complete conduct of the various surveys and the preparation of the report on the Transportation Study.

The Engineer shall also provide, except as modified by Paragraph (7) "Obligations of the Corporations", all transportation, survey equipment, traffic counters, survey forms, blue-printing, photo and map reproduction, data processing, stationery, printing, and binding, necessary for the complete conduct of the various surveys in the Transportation Study and the preparation of the report on the Transportation Study.

3. PROGRESS OF THE PROJECT

It is understood that the Corporations desire to complete the Transportation Study by January 1, 1969 and the Engineering Services shall be commenced by the Engineer on or before July 1, 1967. Subject to the instructions of the Corporations and subject to causes beyond the control of the Engineer, the Engineer shall endeavour to complete the Engineering Services in accordance with the time schedules established from time to time by the Technical Co-ordinating Committee, and agreed upon by the Engineer, but in no event shall the Engineer be responsible for any delay beyond its control.

4. PERFORMANCE

Subject to paragraph (6) hereof, the Engineer shall make every reasonable endeavour to carry out the Engineering Services in accordance with the requirements of the Corporations and in accordance with accepted standards of competence for the particular services involved.

5. ENGINEERING PERSONNEL

The Engineer shall provide all necessary engineering and other professional personnel, technicians, assistants, draftsmen, and clerical personnel as may be required for the due and proper performance of the Engineering Services under this Agreement, and such personnel shall be properly qualified to perform and carry out the work and services aforesaid in a fit and proper manner. An executive engineer shall be assigned to exercise direct supervision of the personnel aforesaid for the due and proper performance of the Engineering Services.

6. APPROVALS

The Corporations agree that they will fully co-operate with the Engineer for the purpose of carrying out the provisions of this Agreement.

7. OBLIGATIONS OF THE CORPORATIONS

The Corporations shall provide the Engineer with the following:

- (a) All data in the possession of the Corporations which is relevant to the Transportation Study and which, in the opinion of the Engineer, would be useful in the performance of the Engineering Services.
- (b) Assistance in making available to the Engineer all data in the possession of others, which, in the opinion of the Engineer, would be useful in the performance of the Engineering Services, but the Corporations shall not be obligated to secure such information.
- (c) Assistance in obtaining the co-operation of the police departments in the survey area for the conduct of the various field surveys required by the Transportation Study.
- (d) Unobstructed access to all parts of the survey area for the conduct of the various field surveys required by the Transportation Study.
- (e) All street barricades, signs, traffic cones, lights, flares lanterns, etc., that may be required in the various field surveys, including maintenance and transportation of such equipment between the various survey stations.

8. FEES AND EXPENSES

The fees and expenses of the Engineer as hereinafter set forth shall be borne by the respective Corporations hereto on an equalized assessment basis.

The fees and expenses of the Engineer shall not exceed \$95,425.00 representing 110% of the estimated total cost as hereinafter set forth.

The aforesaid fees and expenses shall be computed as follows:

A. Remuneration for Staff

- (i) The Corporations shall pay the Engineer for the services of its staff, payroll costs for engineers, technicians and field staff who are employed directly on the execution

of the work in the immediately preceding month at the following rates:

- (a) 200 percent of payroll cost for permanent employees;
 - (b) 150 percent of payroll cost for temporary employees;
- provided such salaries and staff are included in the statement submitted in paragraph (ii) below. "Payroll Cost" means salary plus provision for statutory holidays vacation with pay, unemployment insurance where applicable, health and medical insurance, group life insurance, pension plan and sick time allowance, where such benefits are paid by the Engineer. It shall exclude any bonus or profit-sharing system.

- (ii) Staff and Salaries: Attached as Schedule "C" is a list of the Engineer's staff showing names, classifications, basic monthly salaries and payroll costs for personnel which the Engineer may employ on the Transportation study and for which, when they are so employed, the Engineer will receive payment from the Corporations under paragraph (i) above. As a part of this Agreement, these staff and salary rates are approved by the Corporations. Any additional staff, or any incremental adjustments to individual salary rates listed in Schedule "C" for which the Engineer will seek payment, shall be first approved in writing by the Corporations.

B. Remuneration for Purchased Professional Assistance and Specialists

- (i) The fees and expenses for preparation of land use data by Messrs. Proctor, Redfern, Bousfield and Bacon as set forth on Page 29 of the Appraisal Report.

C. Out-of-Pocket Expenses

All out-of-pocket expenses incurred by the Engineer in the course of providing the Engineering Services shall be billed to the Corporations at cost. These shall include, amongst others, the following:

- (i) Travelling Expenses: All charges incurred by personnel in travelling away from their normal place of residence in connection with the Engineering Services will be billed according to the rates for first-class fares in force at the time by licensed commercial passenger carriers.
- All charges incurred in the rental and operation of cars or trucks for the provision of the Engineering Services will be billed at cost.
- (ii) Where it becomes necessary to operate private cars in the provision of the Engineering Services, such use will be billed at the rate of twelve cents (12¢) per mile.
- (ii) Living Expenses: Living and other out-of-pocket expenses of the Engineer's personnel while travelling or stationed outside of their normal places of residence in connection with the Engineering Services, will be billed at cost.
- (iii) Reproduction and Duplicating Services: All charges incurred in connection with the Engineering Services for reproduction and duplication work, including blueprinting, photostating, aerial, or non-aerial photographic work, printing, and binding, will be billed at cost.
- (iv) Equipment Rental: All charges incurred in the rental of large and expensive equipment such as electronic computers, automatic traffic counters, etc., will be billed at cost. No charges will be made for the provision of ordinary topographic survey equipment or for small items of equipment such as hand traffic counters, flashlights, safety clothing, etc.
- (v) Communication Expenses: All communication expenses relating to this Agreement, such as long-distance telephone calls, telegrams, cablegrams, radiograms, express, etc., will be billed at cost, but no charge will be made for local telephone costs or for postage.

(vi) Any other out-of-pocket disbursements approved by the Corporations.

The Corporations shall reimburse the Engineer for the Engineering Services in the manner set forth above. If, however, the Scope of the Work is amended by mutual agreement during the course of the Transportation Study so that the amount of Engineering Services are increased or decreased, the maximum fee will likewise be increased or decreased by mutual agreement. If at the request of the Engineer, the Corporations perform work with its own staff or retain another person, corporation, or organization to perform work which by the Scope of the Work would be the Engineer's responsibility, the maximum amount payable to the Engineer under this Agreement will be reduced by an amount equal to the cost of such services.

9. TERMS OF PAYMENT

Within 15 days after the signing of this agreement by the parties hereto, the Corporations agree to pay to the Engineer the sum of \$1,000.00 for the complete payment of the **Appraisal Report** dated April 1967 and such payment shall form part of the total amount payable for the work and services as hereinbefore set forth. Within 15 days after the end of each month, the Engineer shall submit to the Corporations its invoice for fees and expenses for the previous month, and within 30 days after its receipt, the Corporations shall remit to the Engineer payment in full for such invoice. If the Corporations should be unable to verify such invoice within the 30-day period, any payment made within the said period shall be treated as an advance pending verification.

10. ESTIMATED COST OF THE PROJECT

The cost of the North Bay Area Transportation Study is estimated as follows:

Origin-Destination Surveys:	
Field Work, screen line, counts	
internal interviews, and coding	\$11,500

Traffic Inventory Surveys: Intersection counts, master station counts, travel time surveys, automatic traffic recorder counts	7,000
Limited Parking Survey and Analysis	6,500
Analysis of Existing Railway Plans	2,000
Analysis of Existing Traffic Service: Intersection capacity calculations, traffic flow and deficiency maps	3,500
Analysis of Existing Travel Habits: Development of Gravity Model and Assignment to Existing Network	10,000
Development of Future Networks: Application of future land use and population data to model, assignment and analysis to develop new networks	4,000
Functional Plans, Staging of Construction and Cost Estimates	15,000
Downtown Planning	3,500
Reports: Writing, drafting, exhibits, printing, binding	<u>15,000</u>
SUB-TOTAL	78,000
Preparation of Land Use Data (Proctor, Redfern, Bousfield & Bacon)	<u>8,750</u>
TOTAL ESTIMATED COST FOR TERMS OF REFERENCE	<u><u>\$86,750</u></u>

11. CANCELLATION

Should the Corporations be compelled for any reason or should they wish to defer or abandon all or any part of the Engineering Services, they shall give 30 days written notice to the Engineer specifying the part or parts of the Engineering Services which are to be deferred or abandoned. The Engineer shall be paid by the Corporation for all of the Engineering Services rendered, expenses or liabilities incurred with respect to this Agreement, including any liability for long-term commitments reasonably incurred by the Engineer up to 30 days after the receipt by the Corporations of the written notice.

12. INTERPRETATION

This Agreement shall be deemed to be made in the City of North Bay, in the Province of Ontario.

13. OBEDIENCE TO LAWS

The Engineer shall comply with all Federal and Provincial statutes and regulations and with all regulations and by-laws in force in the various locations where the Engineering Services are to be performed.

14. PROFESSIONAL RESPONSIBILITIES

The Engineer shall provide proper standards of care, skill and diligence in the performance of the within Agreement.

15. OWNERSHIP OF DATA

All work done by the Engineer in the course of the Transportation Study pursuant to this Agreement, and all data, surveys, analyses, and computer programme, shall be the property of the Corporations, and the Engineer shall upon completion of the Transportation Study or before if ordered, deliver to the Corporations all such data, sorted indexed and in an understandable form.

16. AGREEMENT SUBJECT TO APPROVAL OF MINISTER OF HIGHWAYS

The within Agreement shall not be binding upon the parties here- to unless and until the same has been approved by Her Majesty the Queen in the right of the Province of Ontario, represented by the Minister of Highways for the Province of Ontario (hereinafter referred to as the "Province") and unless and until a separate agreement has been entered into between the Province and the Corporations providing for the pay- ment by the Province of 75% of the cost of the aforesaid Transportation Study.

17. ARBITRATION

Any dispute between the Corporations and the Engineer arising out of or in connection with this Agreement which cannot be settled between the Parties shall be submitted to Arbitration at the written request of either the Corporations or the Engineer. Each party shall appoint one arbitrator and the two arbitrators so appointed shall appoint a third arbitrator who shall be the chairman. If, within 30 days of either party requesting arbitration, either party has not appointed an arbitrator or if within 15 days of the appointment of

the second arbitrator a third arbitrator has not been appointed, either party may request the Judge of the District Court of the District of Nipissing to appoint the required arbitrator. The procedure of the arbitration shall be fixed by the arbitrators and the expenses of the arbitration shall be borne by the parties as assessed by the arbitrators. The arbitration award shall contain a statement of the reasons on which it is based and shall be accepted by the parties as the final adjudication of the dispute.

18. NOTICES

All notices to be given by the Corporations to the Engineer, or by the Engineer to the Corporations, under this Agreement shall be sufficiently given if mailed by prepaid registered post addressed as follows:

- TO: The Corporation of the City of North Bay
P. O. Box 357,
NORTH BAY, Ontario.
- TO: The Corporation of the Township of Widdifield
P. O. Box 717,
NORTH BAY, Ontario.
- TO: The Corporation of the Township of West Ferris
15 Charles Street East,
NORTH BAY, Ontario.
- TO: DeLeuw, Cather, & Company of Canada Limited,
1127 Leslie Street,
DON MILLS, Ontario.

or if delivered to the respective Clerks of the Corporations, or to the secretary of the Engineer, as the case may be at their respective offices aforesaid.

Any such notice shall be deemed to have been given if delivered by hand, when delivered; and if mailed in the manner aforesaid, within three (3) days after such mailing in any post office in the said Province of Ontario.

19. DAMAGES

The Engineer shall indemnify and save harmless the Corporations from and against any claims, actions, loss, expense, cost or damage of every nature and kind whatsoever which the Corporations, their employees, officers or agents may suffer as a result of negligence of the Engineer, his employees, officers or agents in the Transportation Study hereby entered into.

20. ASSIGNMENT

This Agreement or any portion thereof shall not be assigned to or sublet by either party without the consent in writing of the Corporations and the Engineer.

IN WITNESS WHEREOF the Parties hereto have caused to be executed these presents by their officers properly authorized on that behalf on the day and year first above written.

Signed, Sealed and Delivered
In the presence of

) THE CORPORATION OF THE CITY OF NORTH
BAY

) (SIGNED) R. F. DONNELLY
Deputy Mayor

) (SIGNED) C.E. ARMSTRONG
Clerk

) THE CORPORATION OF THE TOWNSHIP OF
WIDDIFIELD

Reeve

Clerk

) THE CORPORATION OF THE TOWNSHIP OF
WEST FERRIS

Reeve

Clerk

) DE LEUW, CATHER & COMPANY OF CANADA
LIMITED

President

Vice-President

SCHEDULE "A"

North Bay Urban Transportation Study

Terms of Reference

It is proposed to make a comprehensive transportation study of the City of North Bay, and the associated urbanized portions of the Townships of West Ferris and Widdifield which will materially affect the long range transportation demands of North Bay.

Part A Objective and Scope of Study

The following are the Terms of Reference in regard to the objectives, scope and requirements of the study:

1. The Study will be directed by the Technical Co-ordinating Committee.
2. The agencies involved in and sponsoring the Study are:
City of North Bay
Township of Widdifield
Township of West Ferris
Department of Highways - Ontario
3. The Study will establish a plan which will guide the development of a street and highway network to meet the projected traffic movements within and through the Study Area.
4. The Study area will include the City of North Bay and the projected contiguous urbanized portions of the Townships with the study boundaries to be defined by the Consultant subject to review and approval by the Committee.
5. The Study will establish a specific plan to the year 1990 and if adequate land use projections are available, the horizon year projections will be developed in order to establish long range concepts.
6. The recommended street and highway plan will be compatible with existing and future land uses.
7. The recommended plan will indicate: (a) street classifications, (b) lane requirements, (c) right-of-way requirements, (d) costs: right of way and construction, under the headings; 1) total costs, 2) anticipated subsidy, 3) cost to the City. (e) staging for periods to the year 1975, 1980 and 1990, (f) priority of projects within each stage, The foregoing items will apply to both new and existing networks where upgrading is recommended.
8. The study will investigate present and future provincial highway problems and make recommendations for expressways, bypasses, and connecting links. The recommended network should complement and take into account the recommendations resulting from adjacent Department of Highways Area Highways Planning Studies.
9. The Study will make recommendations for improvements in traffic operations to achieve the optimum use of the street networks.
10. The Study report will contain supporting data such as traffic volumes, turning movements and other traffic characteristics such as design hour volumes, directional splits, etc. in a form suitable for design purposes.

11. The Study report will contain functional concepts for all major facilities in the recommended network. A sample of the type of functional plan required is attached hereto.
12. The Study will briefly evaluate existing public transit and provide an indication of the future role of public transit in the Study Area.
- 13(a) The Study will include a minor parking study, i.e. an evaluation of existing parking facilities both on street and off street, as regards to their location, use and adequacy. The Study report will contain recommendations by stages to meet the future parking requirements in the central business district.
(b) The appraisal will also include an estimate of the additional costs entailed; and the further benefit to the municipality of undertaking a comprehensive parking study.
14. The Study will include an evaluation of the central business district and the possible effect of establishing a pedestrian mall on Main Street as illustrated on the attached plan, or some other variation of this concept as indicated by the study results.
15. The Study will include an investigation of recommendations for connecting links. The procedure for dealing with the connecting link report will be in accordance with Procedure B of the attached directive dated June 7, 1965.
16. The Study will evaluate all plans proposed by the railway companies and will integrate these plans with the transportation plan.
17. The Study will ensure that the cost of implementing the recommended transportation plan is within the financial capabilities and limitations of the participating municipalities.

PART B Methods and Procedure of Study

The following are the Terms of Reference in regard to the methods and procedures for the Study:

1. The data collection will be carried out during the summer period i.e. July and August.
2. The internal traffic movements will reflect internal trip movements made by tourists.
3. The Department of Highways will carry out an external cordon roadside survey and will supply the coded data to the Consultant.
4. The Department of Highways reserves the right to carry out a coding accuracy check of the Consultant's survey data. Ninety-five percent accuracy on the basis of trip lines is required.
5. The Consultant is to engage the firm of Proctor, Redfern, Bousfield and Bacon, Town Planners, to update and supply land use data in a form suitable for the Transportation Study. The Appraisal will itemize the cost of each municipality of updating and supplying this land use data.
6. The Municipalities will supply street inventory data to the Consultant.
7. The study technique and design will be based on the use of the Gravity Model method of traffic distribution.

8. The Consultant will provide 100 copies of the Technical report.
9. The Consultant will provide 500 copies of a report summarizing the findings of the study with illustrations for distribution to public organizations.
10. The Consultant shall retain the plates in his possession for a period of one year in the event additional copies are required by the participating agencies.
11. The Report is to be submitted within 18 months of commencing the field work.
12. The Consultant will report regularly and as scheduled by the Chairman of the Technical Co-Ordinating Committee.
13. The Consultant will include in the study cost, provision for at least five presentations of the Study results to Municipal and Department Officials, and to civic and public groups.
14. The method of payment shall be in accordance with the Association of Professional Engineers' rates wherein the Consultant shall be paid on the basis of the actual cost of salaries plus 100% for permanent staff, and actual cost of salaries plus 50% for temporary staff, and the actual costs of expenses properly incurred with an agreed upset limit which shall not be exceeded under any circumstances. All invoices will be submitted to the Corporation of the City of North Bay.

Part C Appraisal

1. On receipt of these Terms of Reference, the Consultant shall prepare an Appraisal for which the following conditions will apply:
 1. The appraisal will take the form of a preliminary report.
 2. 50 copies will be submitted to the Chairman of the Committee.
 3. The appraisal will enumerate and describe the methods and procedures for each phase of the study.
 4. The appraisal will contain a break-down of the cost of the Study by components such as data collection, analysis, etc.
 5. The appraisal will contain a list of engineering and technical personnel assigned to the Study. Such categories as employed full time, employed part time, available for consultation, and study director will be listed.
 6. The Consultant shall submit the Appraisal within one month of receiving the Terms of Reference.
 7. The cost of the Appraisal shall not exceed the sum of \$1,000.

Mr. J. G. Saunders

DEPARTMENT OF HIGHWAYS ONTARIO
MEMORANDUM

To: Mr. W. Bidell,
Director of Planning

From: A. E. Argue,
Planning Studies Engineer.

Date: June 7, 1965

Subject: Traffic Study Reports and Connecting Links

Meetings were held on April 23, 1965 and May 20, 1965, with yourself, Traffic & Planning Studies; Programming and representatives from Dillon; Read & Voorhees; Acres; Deleuw Cather; and Damas and Smith.

The meetings were called to discuss and clarify the policy and procedure for handling connecting links in the traffic study reports. Two procedures were outlined which shall be called A and B. Procedure A deals with traffic studies now in progress and procedure B deals with new or proposed traffic studies where the agreement has not been signed. However, the municipality may have the option of selecting procedure B even if the study is nearing completion as procedure B is considered the best to obtain early agreement to the connecting link plan and hence early implementation.

Procedure A

In this procedure the proposed connecting links or discussion of connecting links are not to be included in the study report. The total problem of traffic movement within the study area, including the through movement, would be examined and recommendations made for the best network for the total solution. Through traffic as part of the problem can be discussed and if desirable, assigned to specific routes. By-passes should be investigated wherever they are indicated. The report content is basically the same as previous except that there will be no recommended connecting links.

Total costs by facility, by staging, will still be included in the report and cost sharing shown as normal road subsidy or as connecting link subsidy if the connecting link agreement exists. If requested by the City the consultant may prepare a modest brief for the City, recommending and justifying a proposed connecting link system. This brief would be within the terms of reference and hence, subsidizable.

The municipality will be required to adopt the report in principle then negotiate with the Department for connecting link designation. A statement should be included in the study report stating that following the acceptance of the report in principle, by resolution, the municipality should decide on the desirable connecting links and request that the Department of Highways designate these streets as connecting links. The Department and the municipality will jointly agree on the connecting links and designation shall then be made by Order-in-Council.

Procedure B

In this procedure the report is completed in draft form similar to procedure A and the draft report along with a presentation is given to the municipality (Council) and given separately to the Department (Deputy Minister, etc.) then after a reasonable time is allowed to consider the proposals, a joint meeting or meetings will be held between the municipality, consultant and the Department to determine and to agree upon the connecting links.

After agreement the consultant shall record the results of the negotiations for the agreed connecting links in an appendix to the report and can then estimate the cost sharing between agencies. The draft report may then be published in its final form. All future terms of reference should include the above procedure.

It was agreed that a good understanding of the results and recommendations by Council was most desirable and should be encouraged. However, it has been decided that no members of Council would be members of the Technical Co-ordinating Committee. Council could be kept informed as to proposals and to the progress of the study by the city representative on the Committee. Information presented in Committee meetings should not be made public by the Committee or by Council until the report is presented formally to Council.

The presentation of the recommendations to Council and the Department should be well organized and complete with enlarged exhibits to aid in the understanding and acceptance.

(SGD) G. H. JOHNSTON

(for) A. E. Argue,
Planning Studies Engineer.

AEA/pt

c.c. Mr. W. Q. Macnee,
c.c. Mr. W. G. Wigle,
c.c. Mr. I. C. Campbell,
c.c. Mr. G. Campitelli,
c.c. Mr. A. E. Argue,
c.c. Mr. G. H. Johnston,
c.c. Mr. W. B. Chown,
c.c. Mr. J. G. Saunders,
c.c. M. M. Dillon,
c.c. Damas & Smith,
c.c. DeLeuw Cather,
c.c. Read & Voorhees,
c.c. H. G. Acres,
c.c. A. D. Margison

SCHEDULE "C"

NORTH BAY URBAN TRANSPORTATION STUDY

STAFF AND SALARIES

PART 1 - DE LEUW, CATHER & COMPANY OF CANADA LIMITED

The following are permanent staff employees of De Leuw, Cather & Company of Canada Limited who may work on the North Bay Urban Transportation Study. As outlined in the Appraisal Report, (Schedule "B"), Messrs. Leisch, Edens, Conradt and Harvey are at stated per diem rates while the remainder are on the basis of monthly salaries.

<u>Name</u>	<u>Classification</u>	<u>Per Diem Rate (6-Hour Day)</u>
A. Harvey	Project Director	\$150.00
H. J. Edens	Chief Traffic Engineer	\$125.00
J. E. Leisch	Chief Highway Engineer	\$200.00
E. Conradt	Head, Highway Department	\$125.00

The following Engineers and Technicians will be assigned to this project:

<u>Name</u>	<u>Classification</u>	<u>Basic Period Salary</u>	<u>Payroll Cost (Hourly Rate)</u>
J. Vance	Project Manager	\$1041.00	\$8.17
B. Kitchen	Project Engineer	612.00	4.80
Von Chi Ma	Engineer	741.00	5.81
B. McKeown	Engineer	657.00	5.15
J. Mackenzie	Engineer	975.00	7.65
W. Kask	Engineer	666.00	5.23
A. Hoaland	Engineer	643.00	5.04
H. Vandertol	Engineer	538.00	4.33
Susan Joel	Engineer	597.00	4.68
W. Walker	Railway Engineer	828.00	6.50
S. Mayberry	Technician	711.00	5.63
M. Lowe	Technician	381.00	3.09
J. Conroy	Technician	643.00	5.04

Other engineers will be assigned to the project if required to assist the above team. This will occur mainly during the field work phase and during the functional design stage.

The following names and salaries are listed of personnel likely to be assigned to this project on a temporary basis:

<u>Name</u>	<u>Classification</u>	<u>Basic Salary Period</u>	<u>Payroll Cost (Hourly Rate)</u>
B. Sirokine	Engineer	\$ 828.00	\$ 6.50
J. Koronit	Engineer	535.00	4.33
K. Wong	Engineer	538.00	4.33
W. Eastwood	Technician	411.00	3.22

It is intended to hire 15 students locally for field work at a rate of \$1.50 per hour.

Note: For De Looz, Cather & Company of Canada Limited staff, basic period salary is for 4 weeks at 37½ hours per week, equals 150 hours per period. Payroll cost is the hourly rate calculated by dividing the Basic Period Salary by 150 hours and to this adding 17.68% covering fringe benefits as defined on page 5 of this Agreement, to arrive at "Payroll Cost."

PART 3 - PROCTOR, REDFERN, BOUSFIELD & BACON

The following are principals and staff of Proctor, Redfern, Bousfield and Bacon:

<u>Name</u>	<u>Classification</u>	<u>Per Diem Rates</u>
M. J. Bacon	Principal	\$150.00
G. Fitzpatrick	Senior Planner	\$125.00
A. Braund	Sr. Engineer & Branch Manager	\$125.00
B. Gray	Economist-Planner	\$125.00

<u>Name</u>	<u>Classification</u>	<u>Net Daily Rate</u>	<u>Net Overtime (Hourly Rate)</u>
F. Denton	Intermediate Engr.	\$26.00	\$3.33
T. Leverty	Junior Planner	20.00	2.56
H. Weber	Sr. Design Planner	35.00	4.49
D. White	Draftsman	31.00	2.70
R. Bourne	Draftsman	15.00	1.92
B. Jamieson	Technician	19.00	2.44

Note: For Proctor, Redfern, Bousfield & Bacon, an amount of 15.1% is added to Net Daily Rate and/or Net Overtime Hourly Rate to arrive at Payroll Cost for billing purposes.

PART 3 - NORTHLAND ENGINEERING

The following are principals and staff of Northland Engineering:

<u>Name</u>	<u>Classification</u>	<u>Per Diem Rates</u>
M. D. McLean	Principal Engineer	\$125.00
S. Shisko	Principal Engineer	\$125.00
L. M. Koett	Senior Engineer	\$100.00

<u>Name</u>	<u>Classification</u>	<u>Basic Salary</u>	<u>Payroll Cost (Hourly Rate)</u>
A. Hart	Const. Supervisor	\$750.00/mo.	\$5.37
W. Kennegiesser	Senior Draftsman	575.00/mo.	4.83
H. Nielsen	Senior Draftsman	650.00/mo.	4.65
F. Bremermann	Struct. Designer	650.00/mo.	4.65
A. Uildersma	Int. Draftsman	476.75/mo.	3.41
P. Wilbur	Int. Draftsman	475.00/mo.	3.40
H. Courroy	Int. Draftsman	470.00/mo.	3.36
V. Klinov	Int. Draftsman	400.00/mo.	2.86
F. Leaf	Party Chief	\$3.10/hr.	3.57

SCHEDULE "C" - page 3

<u>Name</u>	<u>Classification</u>	<u>Basic Salary</u>	<u>Payroll Cost (Hourly Rate)</u>
M. Bethwell	Party Chief	\$ 3.10/hr.	\$3.57
P. Anderson	Inspector	2.60/hr.	3.00
R. Milloep	Inspector	2.15/hr.	2.42
P. Lewis	Instrumentman	2.50/hr.	2.88
R. Drinkwater	Instrumentman	2.80/hr.	3.28
W. Marshall	Jr. Instrumentman	2.05/hr.	2.36
H. Deschano	Rodman	1.80/hr.	2.07
T. Desparlent	Rodman	1.65/hr.	1.90
M. Chaput	Rodman	1.80/hr.	2.07
W. Congrove	Rodman	1.65/hr.	1.90
S. MacDonald	Rodman	1.35/hr.	1.55
R. Dugas	Chairman	1.80/hr.	1.73
J. Morgan	Chairman	1.50/hr.	1.73
C. Montgomery	Rodman	1.75/hr.	2.03
L. Estrada	Chairman	1.80/hr.	1.73
B. Leno	Chairman	1.65/hr.	1.90
B. Crochery	Chairman	1.65/hr.	1.90
D. Gibbon	Chairman	1.65/hr.	1.90
C. McDowell	Checker	1.75/hr.	2.03
J. Allen	Wighman	1.65/hr.	1.90
G. Bouley	Instrumentman	2.25/hr.	2.59
R. Blais	Party Chief	32.00/day	4.20
M. Lajoie	Chairman	1.90/hr.	2.19
G. McSuroy	Inspector	2.15/hr.	2.48
D. Andrus	Instrumentman	2.50/hr.	2.88
A. Jackson	Party Chief	669.76/mo.	4.73
C. Colbourne	Secretary	257.60/mo.	1.80
L. McFadden	Bookkeeper	257.60/mo.	1.80
W. Munro	Rodman	1.80/hr.	2.07
I. Nieminen	Rodman	1.80/hr.	2.07
B. Watters	Int. Draftsman	2.25/hr.	2.59

Note: For Northland Engineering payroll cost = basic salary or wages plus fringe benefits (15.2%). Fringe benefits = W.C.B.; U.I.C.; Vac. pay; statutory holidays; sick leave; C.P.P. London Life Medical & Group Insurance; London Life Pension Plan; = 15.2%. Salaried employees hourly rate is based on 161 hours per month.