



CITY OF CORNER BROOK

Dear Sir\Madam:

I have been directed by His Worship the Mayor to summon you to a Regular Meeting of the Corner Brook City Council, to be held on **Monday, September 17, 2018** at **7:00 P.M.** **Council Chambers, City Hall.**

CITY CLERK

Page

1 CALL MEETING TO ORDER

2 APPROVALS

2.1 Approval of Agenda

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2.2 Approval of Minutes, Regular Meeting of Council, August 20, 2018

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2.3 Confirmation of Minutes - Council in Committee

3 BUSINESS ARISING FROM MINUTES

3.1 Business Arising From Minutes

4 CORRESPONDENCE/PROCLAMATIONS/PETITIONS/

11

4.1 Elswick Road Traffic Calming Petition

13 - 19

4.2 Proclamations

The Mayor of the City of Corner Brook declared the following Proclamations:

1. Suicide Prevention and Awareness Day

2. Childhood Cancer Awareness Month

3. Atlanti-Con Science Fiction Weekend

5 TENDERS

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5.1 Tree Removal - Combined Sewer Project

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5.2 City Hall Cleaning Services 2018-28

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5.3 Asphalt Paving Program 2018-18 Change Order #2

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	6	AGREEMENTS
87 - 124	6.1	Prime Consultant Agreement for Splash Pad
	7	COMMITTEES
125 - 126	7.1	Downtown Business Association - Board of Directors
	8	MUNICIPAL PLAN AND DEVELOPMENT REGULATION AMENDMENT
127 - 142	8.1	Public Consultation MP18-09 & DR18-09 -- ATV/Snowmobiles Trails
	9	PLANNING AND DEVELOPMENT
143	9.1	Discretionary Use - Animal Boarding 39-41 Main St
145 - 147	9.2	Confirmation of Order - 2018-01 - 36 Water St
	10	BUDGET
149	10.1	Budget 2019
	11	ADJOURNMENT

**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
MONDAY, 20 AUGUST, 2018 AT 12:00 PM**

PRESENT:

Mayor	J. Parsons	D. Park, Acting City Manager, Director of
Deputy Mayor	B. Griffin	Finance and Administration
Councillors:	T. Buckle	D. Charters, Director Community Engineering
	J. Carey	Development and Planning
	V. Granter	T. Flynn, Director of Protective Services
	B. Staeben	D. Burden, Director of Public Works, Water
		and Waste Water Services
		J. Sheppard Acting City Clerk
Regrets:	L.	B. Tibbo, Seargent-At-Arms
	Chaisson	

CALL MEETING TO ORDER

Mayor J. Parsons called the meeting to order at 12:00 p.m. and expressed condolences to Mayor O'Brien, City of Fredericton, NB regarding the shooting of two (2) Police Officers and two (2) civilians, which happened in his City on August 10, 2018.

APPROVALS**18-201 Approval of Agenda**

On motion by Councillor T. Buckle, seconded by Councillor B. Staeben, it is RESOLVED to approve the agenda with an amendment to delete Item No. 9.2 Municipalities Newfoundland and Labrador Conference - Gander.

MOTION CARRIED.

18-202 Approval of Minutes (Public Council Meeting - July 23, 2018)

On motion by Councillor T. Buckle, seconded by Deputy Mayor B. Griffin, it is RESOLVED to approve the Minutes of the Regular Council Meeting of July 23, 2018 as circulated. **MOTION CARRIED.**

BUSINESS ARISING FROM MINUTES**18-203 Business Arising From Minutes**

No items were brought forward.

CORRESPONDENCE/PROCLAMATIONS/PETITIONS/**18-204 Petition - Residents of Lower Elswick Road**

Mayor Parsons advised that the Residents of Lower Elswick Road, have submitted a petition requesting to explore the opportunity of installing a speed bump on the newly constructed street, due to high traffic volumes. Two delegations, Mr. Verbon Hewlin and Ms. Donna Butt were present and made a presentation to Council.

18-205 Proclamation - National Polycystic Kidney Disease Awareness Day, September 4, 2018

Deputy Mayor B. Griffin advised that he had the privilege to proclaim September 4, 2018 as National Polycystic Kidney Disease (PKD) Awareness Day in the City of Corner Brook and he presented the proclamation.

18-206 Housing Issues: A Solutions-Based Dialogue

Councillor J. Carey advised that a Solutions-Based Dialogue regarding Housing Issues will be hosted by CBSWC and CMHI on Wednesday, October 24, 2018, 8:30 a.m. - 2:30 p.m. at Club 64 (28 Broadway, Corner Brook).

TENDERS**18-207 Old Humber Road Intersection Improvements Contract 2018-33 PCA Amendment No. 2**

On motion by Councillor J. Carey, seconded by Councillor B. Staeben, it is RESOLVED that Corner Brook City Council approve the amended Standard Form of Agreement between (City of Corner Brook) and Prime Consultant (Anderson Engineering Consultants Ltd) for Contract No. 2018-33 Old Humber Road Intersection Improvements, to increase the Contract Administration Fees in the amount of \$230.00 (Including HST). **MOTION CARRIED.**

18-208 St. Mary's Brook Culvert Rehabilitation Contract No. 2018-32 PCA Amendment No. 3

On motion by Councillor T. Buckle, seconded by Councillor J. Carey, it is RESOLVED that Corner Brook City Council approve the amended Standard Form of Agreement between (City of Corner Brook) and Prime Consultant (Anderson Engineering Consultants Ltd.) for Contract No. 2018-32 St. Mary's Brook Culvert Rehabilitation, to increase the Contract Administration Fees in the amount of \$115.00 (including HST). **MOTION CARRIED.**

18-209 Combined Sewer Separation Phase 2 & 3 PCA Amendment No. 3

On motion by Councillor V. Granter, seconded by Councillor T. Buckle, it is RESOLVED that Corner Brook City Council approve the amended Standard Form of Agreement between (City of Corner Brook) and Prime Consultant (Newfoundland Design Civil Limited) Combine Separation Phase 2 & 3 (Amendment #3) for additional costs in the amount of \$10,340.00 (including HST), required for additional concrete works and decorative lighting. **MOTION CARRIED.**

18-210 Combined Sewer Separation Phase 2 & 3 PCA Amendment No. 4

On motion by Councillor T. Buckle, seconded by Councillor B. Staeben, it is RESOLVED that Corner Brook City Council approve the amended Standard Form of Agreement between (City of Corner Brook) and Prime Consultant (Newfoundland Design Civil Limited) Combined Sewer Separation Phase 2 & 3 (Amendment #4) for additional costs in the amount of \$5,750.00 (including

HST), required for materials testing services. **MOTION CARRIED.**

18-212 Combined Sewer Separation Phase 1 Contract No. 2016-32 PCA Amendment No. 10

On motion by Councillor V. Granter, seconded by Councillor J. Carey, it is RESOLVED that Corner Brook City Council approve the amended Standard Form of Agreement between (City of Corner Brook) and Prime Consultant (Newfoundland Design Civil Limited) Combined Sewer Separation Phase 1 2016-32 (Amendment #10) for additional costs in the amount of \$5,750.00 (including HST), required for materials testing services. **MOTION CARRIED.**

18-213 Combined Sewer Separation Phase 1 Contract No. 2016-32 PCA Amendment No. 11

On motion by Councillor T. Buckle, seconded by Councillor J. Carey, it is RESOLVED that Corner Brook City Council approve the amended Standard Form of Agreement between (City of Corner Brook) and Prime Consultant (Newfoundland Design Civil Limited) Combined Sewer Separation Phase 1 2016-32 (Amendment #11) to increase the Contract Administration Fees in the amount of \$12,686.80. **MOTION CARRIED.**

18-214 Re-Tender St. Mary's Brook Culvert Contract No. 2018-32

On motion by Councillor V. Granter, seconded by Councillor T. Buckle, it is RESOLVED to not award the Contract for the St. Mary's Brook Culvert Contract #2018-32 due to the tender prices are in excess of the project budget. **MOTION CARRIED.**

18-215 Old Humber Road Intersection Improvements Contract No. 2018-33

On motion by Councillor J. Carey, seconded by Councillor B. Staeben, it is RESOLVED to Award the Contract for the Old Humber Road Intersection Improvements - Contract #2018-33 to West Coast Excavating & Equipment Co. Ltd. at the Tender price of \$525,571.85 (including HST). **MOTION CARRIED.**

18-216 Small Community Fund funding re scoping 17-SCF-00024

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is RESOLVED to reallocate the unutilized funding under the Small Community Fund 17-SCF-00024 from Street Resurfacing and Riverside Drive to Traffic Light Improvements. **MOTION CARRIED.**

18-217 Asphalt Paving Program 2018-18 Contract Change Order #1

On motion by Councillor V. Granter, seconded by Councillor J. Carey, it is RESOLVED that the City of Corner Brook Council approve the Contract Change Order No. 1 for the Asphalt Paving Program 2018-18 in the amount of \$532,737.50 (including HST). **MOTION CARRIED.**

18-218 Main Street Bridge 2017-21 PCA Amendment No. 2

On motion by Deputy Mayor B. Griffin, seconded by Councillor B. Staeben, it is RESOLVED that Corner Brook City Council approve the amended Standard Form of Agreement between (City of Corner Brook) and Prime Consultant (Harbourside Transportation Consultants) for Contract 2017-21 (Amendment #2) Replacement of Main Street Bridge, to increase the fees in the amount of \$29,900.00 (including HST), for resident services during construction. **MOTION CARRIED.**

REPORTS**18-219 Protective Services**

Councillor T. Buckle presented the monthly statistics report from the Protective Services Division for July 2018.

MUNICIPAL PLAN AND DEVELOPMENT REGULATION AMENDMENT**18-220 Public Hearing Request MP18-03 & DR18-03 -- 678 O`Connell Dr. Bud`s Auto Body**

Deputy Mayor B. Griffin declared a Conflict of Interest and refrained from participating in voting and discussion on this agenda item.

On motion by Councillor J. Carey, seconded by Councillor T. Buckle, it is RESOLVED under Section 17-19 of the *Urban and Rural Planning Act, 2000* (URPA), that the Corner Brook City Council adopt proposed amendment(s) MP18-03 and DR1-03, retain a commissioner, and schedule / advertise a public hearing in the Western Star to receive public representations regarding MP18-03 and DR18-03 to change the land use designation from Residential to Light Industrial and zoning from Residential Medium Density to Light Industrial, for the lot at 678 O'Connell Drive. **MOTION CARRIED.**

On motion by Councillor J. Carey, seconded by Councillor T. Buckle, it is FURTHER RESOLVED that if no representations are received within the stipulated timing as advertised, the public hearing will be cancelled as per s.20 URPA. **MOTION CARRIED.**

PLANNING AND DEVELOPMENT**18-221 Discretionary Use - Apartment Building 515 Curling St**

On motion by Deputy Mayor B. Griffin, seconded by Councillor J. Carey, it is RESOLVED, pursuant to Section 128 of the *City of Corner Brook 2012 Development Regulations*, that Council in its authority, approve the application for the proposed apartment building at 515 Curling Street, Corner Brook, NL. **MOTION CARRIED.**

18-222 Discretionary Use - Home Based Child Care -17 Walsh St

On motion by Councillor J. Carey, seconded by Councillor T. Buckle, it is RESOLVED, upon consideration of the matters as set out in accordance with *Regulation 11, Discretionary Powers of Authority*, Council in its discretion and as a result of the matters set out in this regulation, approve the application to operate a home-based Child Care Business from the property located at 17 Walsh Street. **MOTION CARRIED.**

FINANCE & ADMINISTRATION**18-223 Delegation of Authority**

On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin , it is RESOLVED to delegate authority to the City Manager or Acting City Manager for the entering into of applications, contracts or agreements of the City of Corner Brook subject to:

- The application, contract or agreement is funded in the current year's operating or capital budget;
- The application contract or agreement is for a term of five years or less;
- The application, contract or agreement is for activities that are ordinary to the business of the City;
- The application, contract or agreement has been reviewed by the Director for which the application, contract or agreement is related, and the Director is recommending the signing;
- The City Manager providing a summary to Council on a not less than monthly basis of applications, contracts or agreements signed;
- The Delegation of Authority Policy remain in place until revoked by Council, or the creation of an overarching Delegation of Authority Policy.

MOTION CARRIED.

ADJOURNMENT

The meeting adjourned at 1:25 p.m.

City Clerk

Mayor

REQUEST FOR DECISION

City Clerk's Office

SUBJECT: Ratification of Decisions

DESCRIPTION: In accordance with section 41 (3) of the City of Corner Brook Act, *"Where a decision is made by the councillors at a privileged meeting, the decision, in order to be valid, shall be ratified at a public meeting of the council."*

PROPOSED MOTION:

August 27, 2018 – Council in Committee Meeting

It is **RESOLVED** to ratify minute CC18-041 – City Manager Recruitment

On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** to authorize the Acting City Manager to retain Ravenhill Group Inc. for their recruitment services to hire a City Manager for the City of Corner Brook. **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC18-042 – GDR – Wheeler Road Development

On motion by Councillor J. Carey, seconded by Councillor T. Buckle, it is **RESOLVED** that Council approve the amendment for the Purchase and Sale Agreement between the City and GDR Enterprises Ltd. regarding the disposition of land on Wheelers Road. **MOTION CARRIED.**

PROPOSED MOTION:

September 10, 2018 – Council in Committee Meeting

It is **RESOLVED** to ratify minute CC18-046 – Fire Truck - Tender

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **RESOLVED** that the tender for the purchase of a custom built Fire Rescue Pumper for the Corner Brook Fire Department be awarded to Techno Feu Inc. for the sum of \$732,157.24, HST included. **MOTION CARRIED.**

Submitted by: City Clerk's Office

Date: September 17, 2018

MEMORANDUM

To: Mayor Parsons and City of Corner Brook Council

CC: Dale Park, City Manager (Acting), Director of Finance and Administration

From: Darren Charters, P.Eng, Director of CEDP

Subject: Response to Petition (August 20th, 2018) - Elswick Road Traffic Calming

Date: 2018-09-13

This memo is to acknowledge the receipt of the petition from the residents of Elswick Road (lower section) presented to City Council at the public Council meeting on August 20th, 2018.

In order to effectively address the concerns raised by residents, staff will collect speed and traffic volume data in order to better understand the problem so that the appropriate solution can be implemented. Once data has been collected, staff will refer to the Transportation Association of Canada (TAC) Guide to Neighborhood Traffic Calming in order to select options that can then be presented to the residents for input. Input from residents is a critical component of any successful traffic calming project.

As any solution proposed would have cost implications (currently unbudgeted), the acceptable solution selected by the residents and staff would then be put forward to Council for consideration during the 2019 Capital Budget process.

**City of Corner Brook – Regular Meeting of Council
Monday, September 17, 2018 at 7:00 pm, Council Chambers**

Proclamations

The following three (3) Proclamations were signed by the Mayor of the City of Corner Brook:

1. Suicide Prevention and Awareness Day – September 10, 2018

Statistics state that 11 Canadians will die by suicide today, and another 275 Canadians will attempt suicide today.

Therefore, I, Jim Parsons, Mayor of the City of Corner Brook, do hereby proclaim September 10th as the City of Corner Brook SUICIDE PREVENTION AND AWARENESS DAY, and urge my fellow citizens, our employers and unions, as well as our proud civic institutions to Connect, Communicate, and Care as called for by the Canadian Association for Suicide Prevention. Dated at Corner Brook, Newfoundland, this 10th day of September, 2018.

2. Childhood Cancer Awareness Month – September 2018

Statistics state there are about 10,000 children living with cancer in Canada today; and each year, about 1500 cases are diagnosed; over 25 of which are children in Newfoundland and Labrador; about 1 in 4 children who are diagnosed with cancer will die of the disease; childhood cancers have close to a 75% cure rate, with Leukemia leading the success charge with close to 90% overall cure rate.

Now therefore, I, Mayor Jim Parsons, on behalf of the City of Corner Brook, do hereby proclaim September 2018 as "CHILDHOOD CANCER AWARENESS MONTH" in the City of Corner Brook.

3. Atlanti-Con Science Fiction Weekend – September 28th to 30th, 2018

City of Corner Brook will be hosting Atlanti-Con Science Fiction Festival; and Atlanti-Con is the Geekiest Weekend on the West Coast of Newfoundland; and is inclusive to everyone despite background; and will host the Mighty Morphin Power Ranger villain, the evil Rita Repulsa and Atlanti-Con invites everyone to join us in a celebration of pop-culture and all things considered "geeky"; I, Jim Parsons, Mayor of the City of Corner Brook, do proclaim September 28th – 30th as the City of Corner Brook Atlantic-Con Weekend, and urge my fellow citizens to gather and support the festivities.



City of Corner Brook

A Proclamation of The City of Corner Brook Suicide Prevention and Awareness Day

WHEREAS, on September 10th, communities across Canada and around the world will join together to recognize World Suicide Prevention Day; and

WHEREAS, eleven Canadians will die by suicide today, and another 275 Canadians will attempt suicide today; and

WHEREAS victims of suicide in the City of Corner Brook are missed in all aspects of our lives: they were our co-workers, our neighbours, our friends, and our family: they were our loved ones; and

WHEREAS the victims of suicide are not just the dead: they include the survivors dealing with false guilt in addition to legitimate grief; and

WHEREAS most suicides are preventable;

THEREFORE, I, Jim Parsons, Mayor of the City of Corner Brook, do hereby proclaim September 10th as The City of Corner Brook Suicide Prevention and Awareness Day, and urge my fellow citizens, our employers and unions, as well as our proud civic institutions to Connect, Communicate, and Care as called for by the Canadian Association for Suicide Prevention.

DATED at Corner Brook, Newfoundland, this 10th day of September 2018.

Jim Parsons, Mayor

PROCLAMATION

CHILDHOOD CANCER AWARENESS MONTH

SEPTEMBER 2018

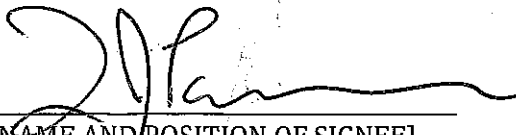
CITY OF CORNER BROOK

- WHEREAS:** THERE ARE ABOUT 10,000 CHILDREN LIVING WITH CANCER IN CANADA TODAY;
AND
- WHEREAS:** EACH YEAR, ABOUT 1500 CASES ARE DIAGNOSED; OVER 25 OF WHICH ARE
CHILDREN IN NEWFOUNDLAND AND LABRADOR;
- WHEREAS:** IN CANADA, CHILDHOOD CANCER REMAINS RESPONSIBLE FOR MORE DEATHS
FROM ONE YEAR THROUGH ADOLESCENCE THAN ANY OTHER DISEASE; AND
- WHEREAS:** ABOUT ONE IN FOUR CHILDREN WHO ARE DIAGNOSED WITH CANCER WILL DIE OF
THE DISEASE;
- WHEREAS:** BECAUSE OF SIGNIFICANT ADVANCES IN THERAPY, 78% OF CHILDREN
DIAGNOSED WITH CANCER WILL SURVIVE 5 YEARS OR MORE, AN INCREASE OF
ALMOST 46% SINCE THE EARLY 1960S.
- WHEREAS:** CHILDHOOD CANCERS HAVE CLOSE TO A 75% CURE RATE, WITH LEUKEMIA
LEADING THE SUCCESS CHARGE WITH CLOSE TO 90% OVERALL CURE RATE.

NOW THEREFORE: I, Mayor Jim Parsons, ON BEHALF OF THE CITY OF CORNER BROOK, DO HEREBY
PROCLAIM **SEPTEMBER 2018** AS "CHILDHOOD CANCER AWARENESS MONTH" IN THE CITY OF
CORNER BROOK.



Candlelighters
Newfoundland & Labrador


[NAME AND POSITION OF SIGNEE],
CITY OF CORNER BROOK



City of Corner Brook

A Proclamation of the City of Corner Brook Atlanti-Con Science Fiction Weekend

WHEREAS; on September 28th-30th, the City of Corner Brook will be hosting Atlanti-Con Science Fiction Festival; and

WHEREAS; Atlanti-Con is the Geekiest Weekend on the West Coast of Newfoundland; and

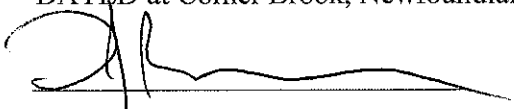
WHEREAS; Atlanti-Con is inclusive to everyone despite background; and

WHEREAS; Atlanti-Con will host the Mighty Morphin Power Ranger villain, the evil Rita Repulsa (Carla Perez); and

WHEREAS; Atlanti-Con invites everyone to join us in a celebration of pop-culture and all things considered "geeky";

THEREFORE, I, Jim Parsons, Mayor of the City of Corner Brook, do hereby proclaim September 28th-30th as The City of Corner Brook Atlantic-Con Weekend, and urge my fellow citizens, to gather and support the festivities.

DATED at Corner Brook, Newfoundland, this 10th day of September 2018.



Jim Parsons, Mayor

REQUEST FOR DECISION

Director of Community, Engineering, Development & Planning

SUBJECT: **Combined Sewer Separation Phase 3 Contract No. 2018-07**
CONTRACT CHANGE ORDER #4

DESCRIPTION: Subcontractors fees (Etheridge's Maintenance) for removal of trees located along West Valley Road as part of the Combined Sewer Separation Phase 3. The additional cost is \$44,970.75 (HST included).

PROPOSED MOTION: **Be** it is **RESOLVED** that the City of Corner Brook Council approve the Contract Change Order Number 4 for the Combined Sewer Separation Phase 3 in the amount of \$44,970.75 (HST included)

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: To approve the Contract Change Order Number 4 for the Combined Sewer Separation Phase 3.
(Bulldog Contracting)

Legislative Authority:

- City of Corner Brook Act: **Section**
- Public Procurement Act:

Estimated Cost: \$44,970.75 (including HST)

Budget Line Item: 17-CWWF-00125

Communication Strategy:

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document:

Submitted by: _____

Date: _____

Reviewed by: _____

Date: _____

**Dept. of Municipal & Intergovernmental Affairs
Municipal Water Sewer & Roads Specification
CONTRACT CHANGE ORDER NOTICE**

Page 1 of 2

Form #5

March 2016

PROJECT NAME: City of Corner Brook
Combined Sewer Separation, Phase 3 **PROJECT NO.:** 2017006

CHANGE ORDER NUMBER: 4 **DATE:** August 20, 2018

1 NOTICE

A change to the Contract is contemplated as indicated herein.

2 PROCEDURE

The Contractor shall stipulate the effect of the contemplated change of the contract amount in Item 4 below. Where the change increases the amount of the contract, a complete cost breakdown will be returned with each copy of the document. The Contractor shall return three signed copies of this document to the Engineer for approval. Should it be decided to proceed with the work, an approved copy will be returned to the Contractor. Work shall not proceed until the written authorization is received.

3 DESCRIPTION OF CHANGE

Removal of trees located along West Valley Road as indicated in the attached Horticultural Assessment Report.

4 EFFECT OF CHANGE ON CONTRACT

This change order will/will NOT affect the approved completion date (circle correct statement).

If the completion date will be affected, the requested increase in time to the approved completion date is:

WORKING DAYS: 4 REVISED COMPLETION DATE: _____

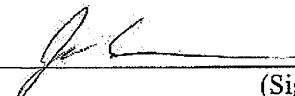
The change described in Item 3 above will affect the current contract amount as follows:

AMOUNT

() No Change

(✓) Addition to Contract including GST payable by the Owner \$ 44,970.75

() Deduction from Contract including GST payable by the Owner \$ _____

CONTRACTOR: 
(Signature)

Authorized Contract Amount \$ 3,573,615.57

**Dept. of Municipal & Intergovernmental Affairs
Municipal Water Sewer & Roads Specification
CONTRACT CHANGE ORDER NOTICE**

Page 2 of 2

Form #5

March 2016

Previous Change Orders	\$ 46,046.00
This Change Order	\$ 44,970.75
New Approved Contract Amount	\$ 3,664,632.32

.5 AUTHORIZATION TO PROCEED

The Contractor is authorized to proceed with the changes for the amounts stated in Item 4 above.

DATE: August 29, 2018 CONSULTANT: *J. Dyblawski*
DATE: _____ OWNER: _____

.6 CANCELLATION OF CONTEMPLATED CHANGE

It has been decided not to proceed with this change which is hereby cancelled.

DATE: _____ CONSULTANT: _____

.7 NOTIFICATION TO BONDING AND INSURANCE COMPANIES

The Bonding Company and Insurance Company shall each be immediately notified by the Contractor of this change to the contract by being issued copies of the Change Order.

August 27, 2018

Newfoundland Design Civil Ltd.
40 Aberdeen Ave., Suite 006
St. John's, NL A1A 5B5

ATTN: Jim Alyward, P.Eng., Vice-President

RE: CO #4 for approval

Please refer to the attached subcontractor quotation and breakdown.

1. Subcontractor Pricing:	\$35,550.00
2. Bulldog Contracting OH&P:	\$3,555.00
3. CO#4 Subtotal:	\$39,105.00
4. 15% HST:	\$5,865.75
5. CO#4 Total:	\$44,970.75

Sincerely,
Bulldog Contracting Ltd.



47 Brosnan St.
 Corner Brook, NL A2H 6V3
 (709)785 1451 or (709)638 5060
etheridgegavin@hotmail.com

Aug 27, 2018

Location: Tree removal on West Valley Rd., Change Order #4

Services as noted:

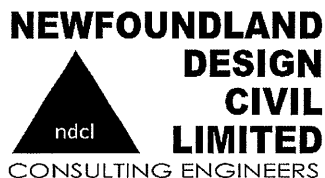
1. Flaggers for tree removal: \$1,800.
2. Boom truck rental: \$9,000.
3. Dumpster to remove tree branches, including disposal fee: \$10,500.
4. Labour for tree removal: \$8,750.
5. Equipment rental to load large tree trunks/branches: \$5,500.
6. Total: \$35,550 HST Extra

This price is for the individual trees noted in the horticulturalist report per the following numbers:

#3, #5, 18a, 23a, 27b, 28b, 31, 36, 31-34a, 41b, 42b

Any required pole shoring, temporary power supply, wire removal/replacement, and stump removal not included.

Gavin Etheridge
 Etheridge's Maintenance



40 Aberdeen Avenue, Suite 006
 St. John's, NL
 A1A 5T3
 Phone: 709-800-4336
 E-mail: admin@ndal.com

September 7, 2018

City of Corner Brook
 5 Park Street
 P.O. Box 1080
 Corner Brook, NL
 A2H 6E1

ATTENTION: Mr. Erik Neilson
 Supervisor of Engineering Services (W&S)

Dear Sir:

RE: CITY OF CORNER BROOK
 COMBINED SEWER SEPARATION – PHASE 3
 OUR FILE: 2017006

<u>SENT BY E-MAIL</u>	
TO:	<u>Erik Neilson</u>
ADDRESS:	<u>eneilson@cornerbrook.com</u>
DATE:	<u>September 7, 2018</u>
ORIGINAL MAILED:	
<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

On July 18, 2018 at approximately 10:15 a.m., a large tree branch collapsed and fell in the area of construction near Cobb Lane and West Valley Road intersection. The tree branch contacted power lines and caused a power outage in the area. This caused safety concerns regarding the stability of some of the trees in the Phase 3 construction zone along West Valley Road. To address this concern, an arborist, Sean Dolter of Thistle's Limited, was retained by NDCL to carry out an assessment of the trees in close proximity to the area of Phase 3 construction.

Mr. Dolter prepared a Horticultural Assessment Report which identified the location and type of trees along with Risk of Impact and Recommendations. From the assessment, eleven (11) of the thirty-four (34) trees were recommended for removal prior to construction. Five (5) of the trees identified for removal posed a safety risk due to trenching activity. Six (6) of the trees identified for removal are due to poor health and/or a combination of safety concerns and poor health. A copy of the Horticultural Assessment Report is attached.

Based on these recommendations, a Change Order (CO No. 4) was issued for tree removal.

Yours very truly,

NEWFOUNDLAND DESIGN CIVIL LIMITED

JIM AYLWARD, P.Eng.
 President

JA/lmk
 Attachment

Corner Brook - Lower West Valley Road
Combined Sewer Separation Phase 3
Horticultural Assessment Report:
Consultation Services



AUGUST 15, 2018

PREPARED BY:
THISTLE'S LIMITED
LITTLE RAPIDS,

NEWFOUNDLAND AND
LABRADOR

PREPARED FOR:
NEWFOUNDLAND DESIGN
CIVIL LIMITED

© Thistle's Limited

Thistle's Limited has catalogued this document as follows:

**Corner Brook - Cobb Lane - Combined Sewer Separation and Road Reconstruction
Horticultural Assessment Report**

Associated Microsoft Excel file is required: Cobb Lane Assessment Grid 2016_small_data.xls

Author:

Sean Dolter, BSc.
Consultant, Thistle's Limited

Horticultural Specialist:

Kim Thistle, Dip, Plant Science
Consultant, Thistle's Limited

Copies of this document may be obtained for the Newfoundland Design Civil Limited only by contacting the Author at:

Thistle's Limited
Box 2237, R.R. #1
Corner Brook, NL A2H 2N2
seandolter@gmail.com
Telephone: 709-634-5757
Cell: 709-640-5380

Front Cover Image Credit:

Sean Dolter
West Valley Road - Mature poplar trees over hanging road

Signatures :

Sean Dolter
Consultant
August 15, 2018

Kim Thistle
Consultant
August 15, 2018

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BACKGROUND

Thistle's Limited is in its 3rd year under contract to provide horticultural assessments and advisory services to Newfoundland Design Civil Limited (NDCL) for a project entitled, Corner Brook - Lower West Valley - Combined Sewer Separation, Horticultural Assessment Report.

ASSESSMENT AREA: Lower West Valley Road, inclusive of civic numbers 1 - 42.

Trenching is anticipated to be 60cm for sidewalk installation and 2m deep on average for water services to individual households. Trenching depths along the road may reach 4m but maybe shallower in some areas, deeper in others. Trench widths will vary from 1.5m minimum for the water mains, to 4m for the storm/sanitary sewers depending on depth. We envision excavation to these depths for pretty much the whole right-of-way of the aforementioned streets. (George Chafe, 2018)

STATEMENT OF THE PROBLEM

For some species of trees, 90-95% of a tree's root system is in the top 3 feet of soil yet the roots of a mature tree can extend far beyond the edge of the canopy. In fact, roots can be found growing a distance of one to three times the height of the tree. Roots systems also extend under asphalt and access some of their water needs from condensation on the surface of sewer systems and water mains.

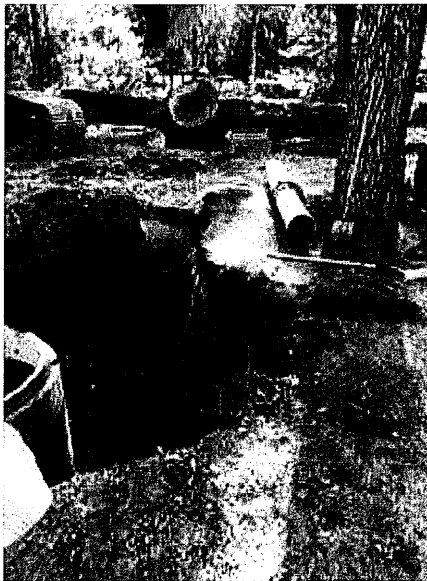


Figure 1: Excavation at 1 West Valley

Our experience from Phase 1 and 2 of the project (2016 - 2018) is that the roots beneath the main roads of Cobb Lane, Marcelle Ave, Hammond Ave and Elswick are not behaving according to some of the literature reviewed for this project. The majority of the root systems are avoiding intrusion into the main course of the road but are extremely prolific under sidewalks and residential lawns.

Trenching activities along sidewalks and lawns may cause irreparable damage to adjacent street trees. The amount of damage a tree can suffer from root loss depends, in part, on how close to the tree the trenching is made. If possible, disturb no more than 25 percent of the roots within the dripline for any tree, protect intermediate species to the dripline, and allow extra space beyond the dripline for sensitive species (University of Minnesota Extension, 2015). Severing one major root can cause the loss of a

significant portion of the root system, affecting its health or its stability. This is why it is important to show the locations of proposed trenching activity and their proximity to existing street trees.

ASSESSMENT PROCESS

THE PROCESS

The assessment process for determining the potential impact on tree species must be structured to consider various components to a tree or shrubs' longevity. A site assessment data inventory has been prepared and is categorized in six sections: Location, Present condition, Tolerance Level, Potential Trenching Impact (%), Risk of Impact and Recommended Mitigation. The maps associated with the inventory are scanned with manual entries on the Contractor's maps - Appendix A.

LOCATION:

All of the trees suspected of being impacted by pavement and concrete removal and trenching have been recorded with street name and civic number - further identification will be ascending up the street from a, b, c.... This information was provided with a full series of maps by NDCL.

EVALUATION PARAMETERS:

This portion of the data recorded the following:

- **Property-based tree Location:** Each map was printed and a reference number was noted on each property;
- **Present Condition %:** This percentage is calculated on a subjective level but is based on the consultants' ability to quickly identify characteristics that make up a trees present level of health: Crown dieback, broken limbs, thin crowns, leaning centre of mass, suckers from poor pruning, weak forks with evidence of decay, branch cavities, wounds, torn or missing bark, presence of fungi, soil heaving, cankers, insect damage, and damaged surface roots are all characteristics that are performance indicators on a trees potential risk of mortality;
- **Tolerance:** The tree and shrub species family was noted. This determines the species tolerance level for root severance at 3 levels - Very Sensitive - Moderately Sensitive - Fairly Tolerant;
 - Poplar - Fairly Tolerant
 - Maple - Moderately Sensitive

Very sensitive	Moderately sensitive	Fairly tolerant
Oaks	Sugar maple	Silver maple
Hickories	Ash	Basswood
Honeylocust	Walnut	Cottonwood
Kentucky coffeetree	Sycamore	Poplar
Horse chestnut	Hackberry	Willow
All conifers	Red maple	River birch
Redbud	Hawthorn	
Serviceberry	Ironwood	

Figure 2: University of Missouri, 2000

- **Potential Trenching Impact:** This data will assist in determining the risk of mortality by assessing the adjacency of construction activity to the tree's trunk.

ASSESSMENT RESULTS:

The most important part of the assessment. This section deals with an evaluation of risk to tree longevity and worker safety. The final column is the Recommended Removal status:

- **Risk of Impact:** Another subjective element is the consultants' quick determination of Risk of Impact. We simple defined this as Low, Medium and High. Another way to define this is:
 - Low: Not in the zone of impact and shouldn't be an issue;
 - Medium: Will be marginally impacted but will have a high rate of success recovering if the proper measures are in place;
 - High: The trenching activity will have a significant impact on the health of the tree and every measure should be used to lessen the impacts.
- **Recommend Action:** Two categorizes that determined immediate action before construction are:
 - Leave: The tree is either in poor health but will not be impacted by construction activities -or- in good health and will also not be impacted.
 - Remove: Regardless of health, the construction activity posed a risk too high to be left to chance.

ASSESSMENT:						
Location: West Valley Civic #	Present Condition % 100% Good 20% Poor	Tolerance: Very Sensitive (VS) Moderately Sensitive (MS) Fairly Tolerant (FT)	Potential Trenching Impact % 100% High 20% Low	Risk of Impact: Low Medium High	Recommend Removal:	Comments:
1	80%	Poplar - FT	60%	Medium	Leave	Leaning is a concern
3	50%	Poplar - FT	100%	High	Remove	Trenching too close
5		Pine			Leave	No Risk-too small
5	70%	Poplar - FT	60%	Medium	Remove	
15	40%	Flowering Crab - MS	30%	Low	Leave	
18a	50%	Maple - MS	80%	High	Remove	
18b	60%	Maple - MS	40%	Low	Leave	
18c	60%	Maple - MS	40%	Low	Leave	
Easement	80%	Maple - MS	20%	Low	Leave	
22	50%	Maple Cluster - MS	40%	Medium	Leave	
24a	50%	Maple - MS	60%	Medium	Leave	
24b	60%	Maple - MS	40%	Medium	Leave	

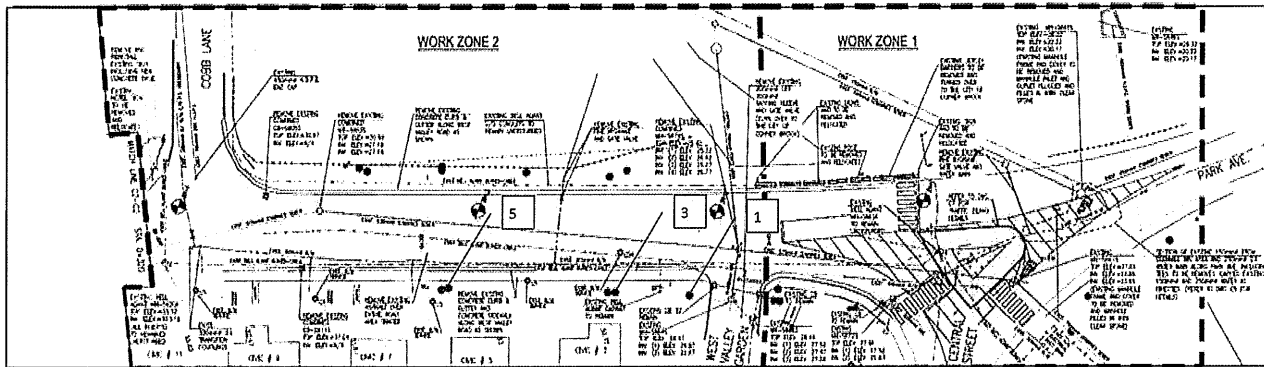
23a	0%				Remove	
23b	60%	Birch - FT	60%	Medium	Leave	Raised 60cm on slope
23c	60%	Maple - MS	20%	Low	Leave	
23d	60%	Maple - MS	20%	Low	Leave	
27a	50%	Maple - MS	40%	Medium	Leave	Dieback on top
27b	40%	Maple - MS	40%	Medium	Remove	Dieback/Lean
28a	60%	Maple - MS	40%	Medium	Leave	
28b	50%	Maple - MS	80%	High	Remove	
30	40%	Maple - MS	60%	Medium	Leave	
31	20%	Maple - MS	40%	High	Remove	Fungus/Damaged
32	60%	Maple - MS	60%	Medium	Leave	
34	60%	Maple - MS	40%	Low	Leave	
36	30%	Maple - MS	100%	High	Remove	
38	40%	Maple - MS	50%	Medium	Leave	Dieback
31-33	50%	Maple - MS	40%	Medium	Leave	
Lot between 31 – 41 #205FH(a)	20%	Maple - MS	40%	High	Remove	Dieback/Lean
(b)	50%	Maple - MS	40%	Medium	Leave	

40	40%	Maple - MS	40%	Medium	Leave	
41a	40%	Maple – MS	60%	Medium	Leave	Dieback
41b	20%	Maple - MS	40%	High	Remove	Dieback
42a	80%	Maple - MS	40%	Low	Leave	
42b	40%	Maple – MS	40%	High	Remove	

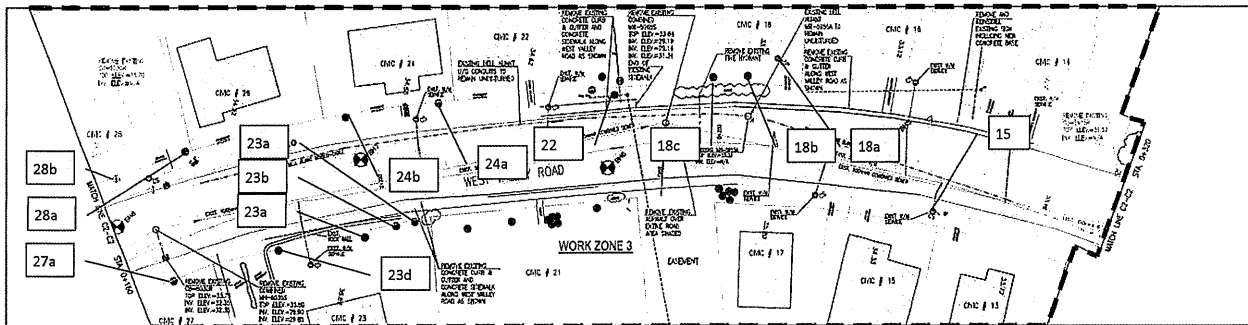
RESULTS

The Assessment included data on 34 species of trees. From this assessment, 11 trees were proposed for removal prior to construction.

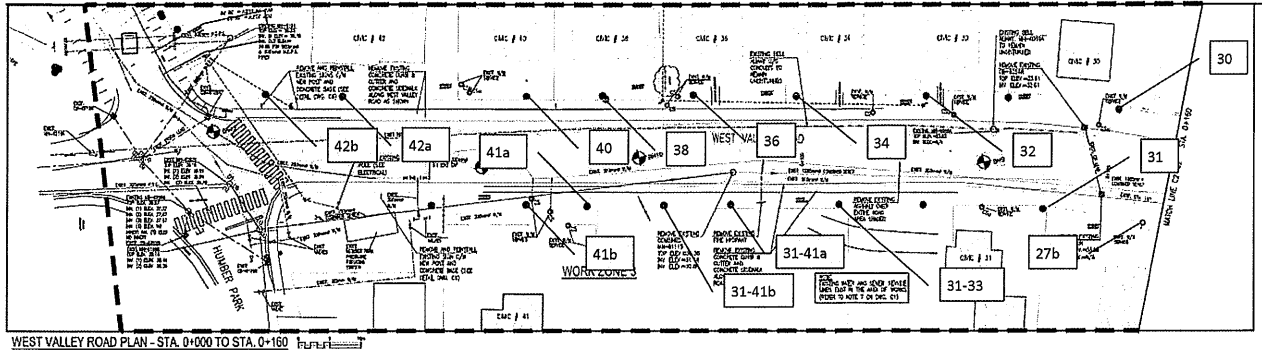
APPENDIX A - MAPS OF TREES



WEST VALLEY ROAD PLAN - STA. 0+320 TO STA. 0+441



WEST VALLEY ROAD PLAN - STA. 0+160 TO STA. 0+320



REQUEST FOR DECISION

[DIRECTOR OF COMMUNITY, ENGINEERING, DEVELOPMENT & PLANNING]

SUBJECT: City Hall Cleaning Services Contract No. 2018-28

DESCRIPTION: The Tender for the City Hall Cleaning Services – Contract # 2018-28 closed on September 11, 2018 at 12 noon, with two (2) bids received for a 3-year Contract:

Blair Holdings Limited	\$409,288.26 (HST Included)
By'e the Bay Cleaning Services	\$410,000.00 (HST Included)

Staff have reviewed the bids and found them to be in order, and recommend awarding this Contract to Blair Holdings Limited.

PROPOSED MOTION: Be it **RESOLVED** to Award the Contract for the City Hall Cleaning Services – Contract # 2018-28 to Blair Holdings Limited at the Tender price of \$409,288.26 (HST included) for a 3-year Contract.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: It is staff's recommendation to Award the Contract for the City Hall Cleaning Services – Contract # 2018-28 to Blair Holdings Limited at the Tender price of \$409,288.26 (HST included) for a 3-year Contract.

Legislative Authority:

- City of Corner Brook Act: **Section**
- Public Tendering Act: **Section:**

Estimated Cost: \$ 409,288.26 (HST Included)

Budget Line Item:

Communication Strategy: Contractor to be advised and website updated.

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document:

Submitted by:

Date:

Reviewed by:

Date:

REQUEST FOR DECISION

Director of Community, Engineering, Development & Planning

SUBJECT: **Asphalt Paving Program 2018-18**
CONTRACT CHANGE ORDER #2

DESCRIPTION: To increase the quantities for the asphalt paving program for compaction of millings from the 2018 Paving project to the parking lot of the Basha Softball Pitch; grading, reshaping and compacting of both Fudges Road and Dunbar Avenue.

PROPOSED MOTION: **Be it is RESOLVED** that the City of Corner Brook Council approve the Contract Change Order Number 1 for the Asphalt Paving Program 2018-18 in the amount of \$19,363.24 including HST.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: To approve the Contract Change Order Number 2 for the Asphalt Paving Program 2018-18 in the amount of \$19,363.24 including HST. **(Marine Contractors Inc.)**

Legislative Authority:

- City of Corner Brook Act: **Section**
- Public Procurement Act: **Regulation 15 (2)**

Estimated Cost: \$19,363.24 (including HST)

Budget Line Item: 17-SCF-18-00011, and Gas Tax

Communication Strategy:

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document:

Submitted by: 

Date: Sept 12 / 2018

Reviewed by: 

Date: 2018/09/12.

**Dept. of Municipal & Intergovernmental Affairs
Municipal Water Sewer & Roads Specification
CONTRACT CHANGE ORDER NOTICE**

Page 1 of 2

Form #5

March 2016

PROJECT NAME: Asphalt Paving Program 2018 **PROJECT NO.:** 2018-18

CHANGE ORDER NUMBER: 2 **DATE:** Aug 29, 2018

.1 NOTICE

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

The Contractor shall stipulate the effect of the contemplated change of the contract amount in Item 4 below. Where the change increases the amount of the contract, a complete cost breakdown will be returned with each copy of the document. The Contractor shall return three signed copies of this document to the Engineer for approval. Should it be decided to proceed with the work, an approved copy will be returned to the Contractor. Work shall not proceed until the written authorization is received.

.3 DESCRIPTION OF CHANGE

Quantities to be increased by the following amounts:

Placing, shaping and compaction of millings from the 2018 Paving Project to the parking lot of the Basha softball pitch @ 150 mm thick.	\$11,155.00
Grading, Reshaping and Compacting Fudges Road	\$7,047.66
Grading, Reshaping and Compacting Dunbar	\$1,160.58

.4 EFFECT OF CHANGE ON CONTRACT

This change order will will NOT affect the approved completion date (circle correct statement).

If the completion date will be affected, the requested increase in time to the approved completion date is:

WORKING DAYS: _____ REVISED COMPLETION DATE: _____

The change described in Item 3 above will affect the current contract amount as follows:

AMOUNT

() No Change

(X) Addition to Contract including GST payable by the Owner \$ 19,363.24

() Deduction from Contract including GST payable by the Owner \$ _____

CONTRACTOR: 
(Signature)

Authorized Contract Amount \$ 1,990,218.75

**Dept. of Municipal & Intergovernmental Affairs
Municipal Water Sewer & Roads Specification
CONTRACT CHANGE ORDER NOTICE**

Page 2 of 2

Form #5

March 2016

Previous Change Orders	\$ 532,737.50
This Change Order	\$ 19,363.24
New Approved Contract Amount	\$ 2,542,319.49

.5 AUTHORIZATION TO PROCEED

The Contractor is authorized to proceed with the changes for the amounts stated in Item 4 above.

DATE: _____ CONSULTANT: _____
DATE: _____ OWNER: _____

.6 CANCELLATION OF CONTEMPLATED CHANGE

It has been decided not to proceed with this change which is hereby cancelled.

DATE: _____ CONSULTANT: _____

.7 NOTIFICATION TO BONDING AND INSURANCE COMPANIES

The Bonding Company and Insurance Company shall each be immediately notified by the Contractor of this change to the contract by being issued copies of the Change Order.

REQUEST FOR DECISION

[Director of Public Works, Water, and Wastewater]

SUBJECT: Prime Consultant Agreement for City of Corner Brook Storm Damage Repairs – West Coast Flood 2018 (January 12-14) from SNC – Lavalin Inc.

DESCRIPTION:

A local Engineering Firm has provided a quote to perform the Engineering work, design and supervision, associated with storm damage repairs required to the City of Corner Brook's Infrastructure as a result of the West Coast Flood 2018. Staff has reviewed the quotation and feels it to be reasonable with respect to scope of work and the cost is within the acceptable range for such services. These expenses will be covered under the Federal Disaster Financial Assistance Program.

PROPOSED MOTION:

Be it **RESOLVED** that Corner Brook City Council approve the execution of the Prime Consultant Agreement with SNC-Lavalin Inc. for Consultant Services Related to the City of Corner Brook Storm Damage Repairs – West Coast Flood 2018 (DMA Project number WCF18-M000015) in the amount of \$30,814.41 HST included.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: To approve the quotation for Consultant Services Related to City of Corner Brook Storm Damage Repairs– West Coast Flood 2018 from SNC Lavalin Inc.

City of Corner Brook Act Authority:

Policy and/or Regulation:

Estimated Cost: \$ 30,814.41(HST Included)

Budget Line Item: To be paid as part of Disaster Financial Assistance Program

Communication Strategy:

Website:

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document: Attached Prime Consultant Agreement from SNC Lavalin

Submitted by: _Donald Burden_____

Date: September 13, 2018_____

Reviewed by: _____

Date: _____

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND PRIME CONSULTANT

CITY OF CORNER BROOK
CORNER BROOK STORM DAMAGE REPAIRS

SNC-LAVALIN INC.

Project No.: Enter Project Number

DMA Project No.: WCF18-M000015

Funding Program: NL DFAP/DFAA

AGREEMENT

THIS AGREEMENT made at **City of Corner Brook**
in the Province of Newfoundland and Labrador, on this day of **Aug 7, 2018**

BETWEEN:

CITY OF CORNER BROOK
("The Client")

AND:

SNC-LAVALIN INC.
("The Prime Consultant")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

I. Definitions

In addition to the terms defined in the Special Terms and Conditions attached as Schedule "B", (if any), and the General Terms and Conditions attached as Schedule "C", the following words and phrases shall have the following meanings:

- a. "Contract Documents" shall mean and include:
 - i. This head agreement (the "Head Agreement");
 - ii. The Scope of Work attached as Schedule "A";
 - iii. The Special Terms and Conditions attached as Schedule "B";
 - iv. The General Terms and Conditions attached as Schedule "C"; and
 - v. Protocols for Security of Government Information on Information Technology assets of Contractors attached as Schedule "D".
- b. "Representatives" mean directors, officers, employees, consultants, sub-consultants agents, advisors or partners.

II. The Prime Consultant's Work

The Prime Consultant shall do all things necessary to fulfill and carry out all of the obligations of the Prime Consultant as set out in the Contract Documents (the "Work").

III. Entire Agreement

It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the "Agreement"). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations or modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

IV. Representations and Warranties

The Prime Consultant hereby represents and warrants that every fact stated or represented by the Prime Consultant or its Representatives to the Client in connection with any proposal made by the Prime Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

V. Conflict Between Provisions

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

VI. Start and Completion Date

The Prime Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

Start Date: **Aug 7, 2018**

Completion Date: **December 31, 2019**

VII. Effective Date

The effective date of this Agreement shall be the earlier of the start date referred to in Clause VI or the date on the first page of this Head Agreement.

VIII. Paragraph Numbering

In the event that the General Terms and Conditions are modified by the Special Terms and Conditions, the numbering references in the General Terms and Conditions shall remain unchanged.

IX. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be

considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

City of Corner Brook

Signing Officer

Witness or Signing Officer

Date

Date

SNC-Lavalin Inc.

Signing Officer

Witness or Signing Officer

Date

Date

SCHEDULE "A"
SCOPE OF WORK
BETWEEN PRIME CONSULTANT AND CLIENT
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Part 3	GENERAL REQUIREMENTS	9
Part 4	BASIS OF PAYMENT SCHEDULE	11

Schedule I	Project Description
Schedule II	Basic and Other Additional Services Fees
Schedule III	Additional Reimbursement Expenses
Schedule IV	Project Schedule
Schedule V	Other General Requirements

PART 1 **DEFINITIONS**

- 1.1 Additional Services: means Consulting Services provided that are additional to the Basic Services as set out in Schedules I and II.
- 1.2 Authorities Having Jurisdiction (AHJ): means a person or persons representing these agencies that have authority to provide plan approvals and permits for the purpose of constructing the project.
- 1.3 Basic Services: means Consulting Services as outlined in the scope of work defined in Schedules I and II.
- 1.4 Construction Budget Forecast: means the Client's estimated Construction Cost including contingencies for cost increases and taxes (HST).
- 1.5 Construction Cost: means the contract price(s) of all elements of the project designed or specified by or on behalf of the Prime Consultant including, all applicable taxes. Where there is no contract price for all or part of the project, the Construction Cost shall be the elemental cost analysis using market rates at the estimated time of construction as determined by the Prime Consultant and agreed by the Client. The Construction Cost does not include professional fees, or land acquisition costs.
- 1.6 Contract: means an agreement between the Client and the Contractor for the provision of labour, materials and equipment for the construction of the project or part of the project by a Contractor.
- 1.7 Contractor: means a person, firm, or corporation contracting with the Client to provide labour, materials and equipment for the construction of the Project or part of the Project.
- 1.8 Cost Control Services: means a service to advise and monitor on Project Budget and Construction Budget Forecasts.
- 1.9 Master Specification: means Municipal Water, Sewer and Road Specification (a manual developed by the Department of Municipal Affairs) or Master Specification Guide for Publicly Funded Buildings (a specification developed by the Department of Transportation and Works and prepared for the purpose of presenting standards, guidelines, instructions and specifications to use in the delivery of publicly funded projects). Unless otherwise agreed between the parties, the version published on the date of the contract shall be the version applicable to the contract.
- 1.10 Partial Services: means Reduced Basic Services as negotiated by the Client with the Prime Consultant.
- 1.11 Program Advisory Services: means Consulting Services provided by the Prime Consultant prior to start of Basic Services.

1.12 Project Budget Forecast: means the Client's estimated total expenditure for the project. It includes the construction budget forecast and all other costs to the Client for the project such as, but not limited to, professional fees, taxes (HST) and acquisition costs.

1.13 Sub-Consultant: means Registered Professional Engineer, Architect or other specialist engaged by the Prime Consultant in connection with the project.

PART 2 **RESPONSIBILITIES**

2.1 **PRIME CONSULTANT**

- .1 The Prime Consultant's services consist of Basic Services and Additional Services which may be required to perform the Work as outlined in Schedules I, II and III.
- .2 The Prime Consultant's services as provided for under and pursuant to this Agreement at and during all phases of the Work shall encompass coordination of all disciplines, quality assurance and documentation control to integrate all services and Sub-Consultant's work. The Prime Consultant shall prepare and submit contract documents in accordance with the Client's requirements, as outlined in Schedules I and IV.
- .3 During the tendering and contract award phase, the Prime Consultant may advise and assist the Client in obtaining bids and awarding construction contracts. The Department of Municipal Affairs' tendering and contract procedures and administrative practices will be followed in the performance of this phase.
- .4 The Client may require the Prime Consultant to provide construction administration services. When required the Prime Consultant's service shall be based upon the scope of work as outlined in Schedule I of this agreement, as agreed between the Client and the Prime Consultant.
- .5 The project completion phase represents the portion of the Basic Services to be provided at the commencement of substantial completion until expiry of the one year Project warranty period. This service includes the provision of record drawings and advice concerning issues arising during this period.
- .6 The Prime Consultant should be aware of its responsibilities under the Occupational Health and Safety Act & Regulations. Notwithstanding any obligation imposed by the Occupational Health and Safety Act & Regulations, the Prime Consultant shall:
 - a) Verify, prior to issuing approval to proceed with the work, that a contractor(s) has a safe work policy and that a site specific health and safety risk assessment & management plan is in place for the project.
 - b) Ensure that key onsite personnel under the employ of the prime Consultant have a reasonable understanding of industry accepted construction practices, including the Occupational Health and Safety Act & Regulations pertaining to the type of work being undertaken.
 - c) Through regular project progress meetings obtain copies of contractor documented safety plan activities at the site, including but not necessarily limited to reporting of events/incidents, minutes of toolbox meetings, and any required actions to be taken as a result of these activities.

- d) Identify unsafe work conditions to the contractor that on site personnel may become aware of, and if necessary report same to the Occupational Health & Safety regulators.
- .7 Cost Control Services are included under the scope of Basic Services to be provided by the Prime Consultant.
- .8 The following schedules apply:
 - Schedule I - Project Description
 - Schedule II - Basic and Other Additional Services Fees
 - Schedule III - Additional Reimbursable Allowances
 - Schedule IV - Project Schedule
 - Schedule V - Other General Requirements

2.2 CLIENT'S RESPONSIBILITIES

- .1 The Client shall give due consideration to documentation submitted by the Prime Consultant and, whenever action is necessary, the Client shall inform the Prime Consultant of the Client's decisions, in a reasonable and timely manner.
- .2 The Client shall authorize persons to act on behalf of the Client with respect to delivery and administration of the project.
- .3 If the Client observes or otherwise becomes aware of any fault or defect in the project or any nonconformity with the requirements of the Contract, the Prime Consultant shall be so notified in writing.
- .4 The Client may provide information regarding the project including: a program, which shall set forth the Client's spatial and functional requirements and relationships. The Prime Consultant is responsible for requesting or providing information that is required to prepare the design and contract documents.
- .5 The Client will provide the Prime Consultant with a Project Budget Forecast.
- .6 The Client shall reimburse the Prime Consultant for procuring information which the Prime Consultant requires for the provision of services necessary to carry out the preparation of design and/or contract documentation when the information is not available upon request from the Client such as site surveys, and hazardous material surveys.
- .7 When the Client supplies the Prime Consultant with information contained within reports or equipment data sheets, the Prime Consultant will not be required to exhaustively check information supplied by the Client to verify the same unless it is requested to do so by the Client. However, if the Prime Consultant observes, or otherwise becomes aware, of any fault or defect in the information supplied to it by the Client, the Prime Consultant shall cause the Client to be notified in writing of any such fault or defect forthwith.

- .8 Where the Prime Consultant has been authorized by the Client to procure or obtain information, the Prime Consultant shall be responsible in seeing that the information provided meets the needs of the Sub-Consultant(s) performing the work under the direction of the Prime Consultant.
- .9 The Client will reimburse the Prime Consultant for other specialist consultants that may be required to carry out quality control services during the project, subject to prior approval of scope of the work and an agreement on the fee or fees payable for the same by the Client.

PART 3 GENERAL REQUIREMENTS

3.1 STAFF

- .1 The Prime Consultant will provide the Client with a list of its employees and those of its Sub-Consultants who will be assigned to the project. The list will include the classification of each employee and the hourly rate to be charged for additional services rendered. The Prime Consultant will obtain written prior approval of Client for any replacement of key employees, changes in the numbers of key employees or changes to rates of key employees assigned to the project.

3.2 SCHEDULE

- .1 The Prime Consultant has developed and submitted a time schedule for the performance of consultant services on the project (which Schedule has been approved by the Client and is appended as Schedule IV hereto.)
- .2 Unless otherwise agreed to between the parties, the failure by a party to comply with the approved schedule for those aspects of the Work that a party is responsible for may be sufficient cause for the other party to terminate this Agreement, if that failure is not rectified within seven (7) days after the defaulting party is given notice of its default.
- .3 If either party believes that a change in the approved schedule is necessary the party requesting that change shall promptly give notice of that fact to the other party in writing, provide the other party with a revised schedule and the reason(s) why the change is requested for its consideration and request its written approval of the same. Should that approval be forthcoming the revised schedule will become the approved schedule for the project.

3.3 COST CONTROL

- .1 The Prime Consultant shall provide Cost Control and Reporting Services to the Client in accordance with the requirements of the Department of Municipal Affairs for project milestones and monthly project status reports.
- .2 If at any time the Prime Consultant considers its estimates indicate costs which exceed the Project or Construction Budget Forecast, the Prime Consultant will immediately advise the Client. If the excess is due to, discretionary design elements under the control of or reasonably foreseeable by the Prime Consultant, or the negligence or default of the Prime Consultant in the performance of this Agreement, the Client may require the Prime Consultant to redesign the project at the Prime Consultant's expense to bring the cost estimate within the approved Project Budget Forecast.

- .3 If the preferred bidder's tender for the project for which the Prime Consultant has prepared and provided the design(s) and provided cost pricing and control services exceeds the Construction Budget Forecast as a result of the negligence or default of the Prime Consultant under this Agreement or is for reasons related to discretionary design elements which are under the Prime Consultant's control or which the Prime Consultant should have reasonably foreseen and could have guarded against, then the Prime Consultant, at no additional cost to the Client, shall redesign to bring the cost within the Construction Budget Forecast and retender.

3.4 CHANGES AND ADJUSTMENT

- .1 Changes and adjustment to the fees payable under this Agreement will be only considered if there is a material change in the level of services agreed to be provided or in the scope of the Project, or there is a material delay in the performance of the work required under the Contract.
- .2 The amounts due to the Prime Consultant arising from a material change to the Agreement will be determined by a negotiated fixed amount, or failing such negotiation, the actual cost as determined by level of effort incurred times the agreed hourly rate, plus receipted expenses.
- .3 Any increases in the fees payable caused by a material change or other changes shall be communicated by the Prime Consultant in writing to the Client prior to incurring such costs to permit the Client to mitigate the amount of increased costs.

3.5 ERRORS AND OMISSIONS

- .1 Any costs resulting from design errors on the part of the Prime Consultant, Sub-Consultants chosen by the Prime Consultant, or agents, or employees of the Prime Consultant or of any Sub-Consultant chosen by the Prime Consultant will be the responsibility of the Prime Consultant to remedy. However, where the Client and not the Prime Consultant chooses a Sub-Consultant to do hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work, the Prime Consultant shall not be held responsible for design errors attributed to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, or construction testing services, done by Sub-Consultants chosen by the Client, unless those design errors are directly caused by the Prime Consultant. In the case of Sub-Consultants chosen by the Client, the Client and not the Prime Consultant shall be responsible to take such steps as the Client deems to be appropriate, to ensure that any Sub-Consultant chosen by the Client has appropriate and adequate policies of insurance that are acceptable to the Client in place to cover design errors attributable to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work done by any such Sub-Consultant.
- .2 Any costs resulting from errors in design or omissions may be paid by the Client providing the cost of such design omissions does not entail removing material or equipment that has already been constructed in accordance with the plans and specifications. The cost of the original material and equipment, as indicated on the plans and specifications, and the labour to remove such will be the responsibility of the Prime Consultant.

3.6 PRIME CONSULTANT ACTIONS AND DECISIONS

- .1 The Prime Consultant acknowledges that adequate discussion has taken place regarding the Work with the Client and that the Prime Consultant has access to sufficient information to undertake the services contracted for within the Project Budget.
- .2 The Prime Consultant and the Client agrees to act promptly and diligently on all matters within their respective direction and control requiring an action or decision affecting the design, construction or administration of the project.
- .3 Only express approval by the Client shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant. No acceptance or approval by the Client that is implied shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant.
- .4 If the Prime Consultant does not promptly and diligently comply with or fails to meet the requirements of the Client, the Client may without prejudice to any other right or remedy the Client may have by giving the Prime Consultant written notice, and without prejudice to the Client's rights at law or elsewhere in this Agreement, take all such action deemed necessary for the prompt and economical completion of the project, and/or terminate the contract.

3.7 INSURANCE COVERAGE

- .1 The Prime Consultant shall supply written proof of:
 - .1 Professional liability insurance coverage equal or greater than \$250,000 per claim, \$500,000 in aggregate for projects under \$2 million construction value or \$500,000 per claim, \$1,000,000 aggregate for projects over \$2 million. The Prime Consultant shall be fully responsible for all amounts deducted from this value by the Prime Consultant's Insurer. This Insurance shall remain in effect until the expiry of the general contractor's one year warranty on the project.
 - .2 Commercial liability insurance acceptable to the Client with a minimum limit of \$1,000,000.
- .2 The Insurer shall be an insurance company licensed to do business in the Province of Newfoundland & Labrador.

PART 4 BASIS OF PAYMENT SCHEDULE

- 4.1** The Client will pay for Program Advisory Services on the basis of an agreed fixed fee or at agreed per diem rates on the basis of approved level of effort.
- 4.2** The Client will pay for all other services at an agreed fixed fee on the basis of approved level of effort. The Client's Project Budget Forecast will be made available to the Prime Consultant to assist in the evaluation of the level of effort required.
- 4.3** The fee for Basic Services and Additional Services will be apportioned to the phases of service as outlined in Schedule II - "Basic Services and Other Additional Services' Fees".

- 4.4 The fee for Basic Services will also include the management and co-ordination by the Prime Consultant and specialist consulting services as may be requested by the Client. Compensation for specialist or other consulting services will be on the basis of an agreed fixed fee for the level of effort required.
- 4.5 The Client will pay for resident services during construction, when requested, based on an agreed fixed fee amount. The fee amount is to include all payroll costs.
- 4.6 The Client will pay for construction management services, when requested, on the basis of the level of effort required during project implementation based on an agreed fixed fee.
- 4.7 The Client will pay for commissioning services on the basis of an agreed fixed fee. The fee amount shall include level of effort; associated with the preparation of documents and site visits to carry out commissioning activities, as outlined in Schedule I and detailed in the project specification and contract documents.
- 4.8 The Client will pay for the reimbursement of the Prime Consultant's expenses associated with the project at cost as per Schedule "C". Meals, private vehicle usage, private lodgings and other incidental expenses are to be paid on the basis of Government Basic Rates. These rates are HST inclusive and are determined as of the date the expenses are incurred.
- 4.9 The Client will pay for Additional Reimbursable Allowances as provided for in Schedule III - "Additional Reimbursable Allowances". These allowances require supporting documents to be provided for payment.

SCHEDULE I

PROJECT DESCRIPTION

Provide description of project including:

Summary: The project is for repairs of damages incurred during the January 2018 Storm Event.

Goal: Design and supervision of scope of work listed above in a cost effective, efficient and timely manner.

Scope of Work: Includes, but not limited to the items checked below:

- ☒ Conduct preliminary site visit for collection of field information.
- ☒ Prepare Schedule of Quantities and pre-tender estimate.
- ☒ Preparation of tender documents and drawings and issue to MAE for approval to tender.
- ☒ Apply to regulatory bodies for applicable permits (ECC, DFO, T&W, etc.).
- ☒ Tender call services including placement of tender ad and addressing inquiries from bidders.
- ☒ Review tender results and make recommendation of contract award to MAE.
- ☒ Review required documentation from contractor (i.e., bonding, insurance, NLCSA and WHSCC certificates, etc.) and arrange for execution/signing of contract documents.
- ☒ Prepare and issue construction documents.
- ☒ Coordination of project with contractor and owner. **(Construction Mgmt. not included).**
- ☒ Preparation of monthly project status reports and contract payment certificates.
- ☒ Preparing any necessary change orders and issue to MAE for approval prior to completion of work.
- ☒ Site inspection: ☐ Full-time ☒ Part-time **(3 Site Visits)**
- ☒ Arrange for sub-consultants materials testing services, as deemed necessary.
- ☒ Final inspection and prepare deficiency list. Confirm correction/completion of deficiencies.
- ☒ Prepare certificates of Substantial Performance and Total Performance.

Deliverables: Includes but not limited to the items checked below:

- ☒ Copy of signed Prime Consultant Agreement.
- ☒ Copies of contract documents and drawings, issued for approval.
- ☒ Pre-tender estimate.
- ☒ Application to regulatory bodies for applicable permits (ECC, DFO, T&W, etc.) that would be required for a particular project.
- ☒ Copies of contract documents and drawings, issued for tender.
- ☒ Letter of recommendation of contract award.
- ☒ Copies of contract documents and drawings, issued for construction.
- ☒ Copies of reviewed contract documents (including review of required documentation from contractor) for execution/signing.
- ☒ Monthly project status reports and contract payment certificates.
- ☒ Change orders for MAE approval.
- ☒ Deficiency list based on the Commissioning and/or Final Inspection Task.
- ☒ Certificates of Substantial Performance and Total Performance.
- ☒ Provide a copy of reports/test results received from the Testing Agency upon project completion.
- ☒ Forward Operation and Maintenance Manuals upon receipt from the contractor if Applicable.

SCHEDULE II
(Water, Sewer, and Municipal Roads)
BASIC AND OTHER ADDITIONAL SERVICES FEES

• Basic Services		
• Preliminary Engineering	\$	3,170.5
• Design and Contract Documents	\$	8,486.5
• Tendering and Contracts Award	\$	1,796
• Contract Administration	\$	11,372
• Project Completion Phase and Project Record Drawings	\$	
• Other Additional Services:		
• Resident Services during Construction	\$	
o Final Inspection	\$	1,560
o Enter Description	\$	
• Prime Consultant Project Expenses for Above Services	\$	410.14
TOTAL BASIC AND OTHER SERVICE FEES	\$	26,795.14
TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE (From Schedule III)	\$	
TOTAL SERVICE FEE (Less HST) (Total Schedules II + III)	\$	
HST	\$	4,019.27
TOTAL SERVICE FEE (Including HST)	\$	30,814.41

ENGINEERING FEE CALCULATION
REV 01
SCHEDULE II

APPROVED FUNDING
CONSTRUCTION BUDGET
CONSTRUCTION DURATION

\$0
-\$26,795 Excl of HST
25 DAYS

CLIENT
PROJECT
SNC PROJECT #
DMA PROJECT #

City of Corner Brook
Corner Brook Storm Damage Repairs
TBD
TBD

ENGINEERING FEE \$26,795.14
% OF CONSTRUCTION
TOTAL PROJECT COSTS TBD

DESCRIPTION	ENGINEERING			CADD		INSPECTION			PROJECT MANAGEMENT			TOTAL HOURS	TOTAL COST	EXPENSES
	Lead Engineer	Senior Engineer	Jr Engineer	Senior CADD	CADD/ Technician	Senior Technician/Inspector	Inspector	Surveyor	Admin. Support	Construction Manager	Contract Admin			
	\$190	\$165	\$90	\$110	\$80	\$100	\$72	\$80	\$65	\$130	\$99			
BASIC AND OTHER ADDITIONAL SERVICES FEES														
PROGRAMMING ADVISORY SERVICES														
Advisory Services & Project Management (Per Diem)												0	\$0	
SUB-TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUB-TOTAL COST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
PREDESIGN														
Engineering Client Agreement & Project Set Up									3	2	6	11	\$1,049	
Internal Kick Off		0.5		0.5						0.5	1	2.5	\$302	
Surveying (will be an allowance if required)								0				0	\$0	
Design Development										14		14	\$1,820	
SUB-TOTAL HOURS	0	0.5	0	0.5	0	0	0	0	3	16.5	7	27.5	3170.5	
SUB-TOTAL COST	\$0.00	\$82.50	\$0.00	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$195.00	\$2,145.00	\$693.00		\$3,170.50	\$0.00
BASIC SERVICES														
Design & Contract Documents		2.5	10	0	24				12	20	6	74.5	\$7,207	
Peer Review		6			2					1		9	\$1,280	
Tendering & Rec for Award		2			2				6	4	4	18	\$1,796	
SUB-TOTAL HOURS	0	10.5	10	0	28	0	0	0	18	25	10	101.5	10282.5	
SUB-TOTAL COST (Per Diem)	\$0.00	\$1,732.50	\$900.00	\$0.00	\$2,240.00	\$0.00	\$0.00	\$0.00	\$1,170.00	\$3,250.00	\$990.00		\$10,282.50	\$0.00
CONTRACT ADMINISTRATION														
Contract Award									2		4		\$526	
Contract Documents									6		1		\$489	
Bonding, Insurances, Permits, etc									0.5		0.5		\$82	
Preconstruction Meeting									1.5	1	1		\$327	
Shop Drawings		1.5											\$248	
Site Visits									2	24			\$3,250	
Status Reports									1		4		\$461	
Contract Payments									2	6	1		\$1,009	
Project Coordination Owner										10			\$1,300	
Project Coordination DMA										10			\$1,300	
Project Coordination Contractor		1								10			\$1,465	
Project Coordination Inspector							0						\$0	
Project Close Out										4	4		\$916	
SUB-TOTAL HOURS	0	2.5	0	0	0	0	0	0	15	65	15.5	98	\$11,372	
SUB-TOTAL COST (Per Diem)	\$0.00	\$412.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$975.00	\$8,450.00	\$1,534.50		\$11,372.00	\$0.00
PROJECT COMPLETION PHASE & PROJECT RECORD														
DRAWINGS														
OTHER ADDITIONAL SERVICES														
Commissioning (FINAL INSPECTION)										12		12	\$1,560	
Resident Services to Substantial Completion												0	\$0	
Resident Services after Substantial Completion												0	\$0	
Project Record Drawings (As-Built - NOT REQUIRED)					0							0	\$0	
Preparation of Maintenance Manuals												0	\$0	
Segregated Contracts												0	\$0	

ENGINEERING FEE CALCULATION
REV 01
SCHEDULE II

APPROVED FUNDING
CONSTRUCTION BUDGET
CONSTRUCTION DURATION

\$0
-\$26,795 Excl of HST
25 DAYS

CLIENT
PROJECT
SNC PROJECT #
DMA PROJECT #

City of Corner Brook
Corner Brook Storm Damage Repairs
TBD
TBD

ENGINEERING FEE \$26,795.14
% OF CONSTRUCTION
TOTAL PROJECT COSTS TBD

DESCRIPTION	ENGINEERING			CADD		INSPECTION			PROJECT MANAGEMENT			TOTAL HOURS	TOTAL COST	EXPENSES
	Lead Engineer	Senior Engineer	Jr Engineer	Senior CADD	CADD/ Technician	Senior Technician/Inspector	Inspector	Surveyor	Admin. Support	Construction Manager	Contract Admin			
	\$190	\$165	\$90	\$110	\$80	\$100	\$72	\$80	\$65	\$130	\$99			
Fast Tracking												0	\$0	
Lift Cycle Costing Analysis												0	\$0	
Construction Management												0	\$0	
SUB-TOTAL HOURS	0	0	0	0	0	0	0	0	0	12	0	12	\$1,560	
SUB-TOTAL COST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,560.00	\$0.00		\$1,560.00	\$0.00
PRIME CONSULTANT PROJECT EXPENSES														
Basic and Other Additional Service Fees														\$0.00
Pre-design														\$0.00
Design Development (Pre-design)														\$63.78
Basic Services														\$50.00
Tendering & Award														\$52.50
Contract Administration														\$127.57
Project Completion Phase & Project Record Drawings														\$52.50
Commissioning														\$63.78
Resident Services to Substantial Completion														\$0.00
Resident Services after Substantial Completion														\$0.00
Other Additional Services														\$0.00
SUB-TOTAL COST	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$410.14
SCHEDULE III														
ADDITIONAL REIMBURSABLE ALLOWANCES														
Site Surveys/Mapping												0		\$0.00
Geotechnical Investigations												0		\$0.00
Video Inspection of Piping												0		\$0.00
Materials testing												0		\$0.00
Water Testing and Analysis												0		\$0.00
Leak Detection and Repair												0		\$0.00
Treatment Process Piloting												0		\$0.00
SUB-TOTAL HOURS	0	0	0	0	0	0	0	0	0	0	0	0		
SUB-TOTAL COST	\$0.00	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
TOTAL HOURS	0	14	10	1	28	0	0	0	36	119	33	239	239	
TOTAL COST	\$0.00	\$2,227.50	\$900.00	\$55.00	\$2,240.00	\$0.00	\$0.00	\$0.00	\$2,340.00	\$15,405.00	\$3,217.50	\$0.00	\$26,385.00	\$410.14
														\$ 26,385.00

ENGINEERING FEE CALCULATION

164

SCHEDULE II

Km Rate - 0.324
Site Visit Km Ret from S'ville
0

EXPENSES DETAILED BREAKDOWN	EXPENSES
BASIC AND OTHER ADDITIONAL SERVICES FEES	
PROGRAMMING ADVISORY SERVICES	\$0.00
TOTAL COST	\$0.00
PREDESIGN	
Surveying	
Surveyor's Air fare or mileage	\$0.00
Surveyor's Lodging x 2 x # of nights**	\$0.00
Surveyor's Meals x 2 x \$38/day x # of days	\$0.00
GPS Rental \$500/day x # of days**	\$0.00
TOTAL COST	\$0.00
DESIGN DEVELOPMENT (PRE-DESIGN)	
Project Engineer Initial site Visit	
Site Visit Travel # of Trips x # km	\$51.61 1 Trip
Meals for Site Visits (if applicable)	\$12.17 & S
Lodging for site visits (if applicable)**	\$0.00
TOTAL COST	\$63.78
BASIC SERVICES	
Reproductions, Postage, Courier, Freight**	\$50.00
Application Fees to Authorities having Jurisdiction (Env.) Billed at Actual Cost of Fee	\$0.00 TBD
Design Phase	
Site Visit Travel # of Trips x # km	\$0.00
Meals for Site Visits (if applicable)	\$0.00
Lodging for site visits (if applicable)**	\$0.00
TOTAL COST	\$50.00
Tendering & Award	
Advertising (2 Newspapers x \$500 each)**	\$0.00
Copying and Blueprinting**	\$50.00
TOTAL COST	\$52.50
CONTRACT ADMINISTRATION	
Site Visit Travel # of Trips x # km	\$103.22 2 trip
Meals for Site Visits (if applicable)	\$24.35
Lodging for site visits (if applicable)**	\$0.00
TOTAL COST	\$127.57
PROJECT COMPLETION PHASE & PROJECT RECORD DRAWINGS	
Blueprinting for As-Built**	\$0.00
Lien's Check Fees**	\$50.00
Postage, Courier for Distribution**	\$0.00
TOTAL COST	\$52.50
OTHER ADDITIONAL SERVICES	
Commissioning (FINAL SITE INSPECTION)	
Site Visit Travel # of Trips x # km	\$51.61
Meals for Site Visits (if applicable)	\$12.17
Lodging for site visits (if applicable)**	\$0.00
TOTAL COST	\$63.78
Resident Services To Substantial Completion	
Weekly Travel to and From Site to Home X # of Inspectors	\$0.00
Daily Vehicle Rate \$30/Day x # of Days - Travel Home Days x # of Inspectors	\$0.00
Meals Inspector # of Days x \$38/Day x # of Inspectors	\$0.00
Lodgings est. \$25/day x # of Inspectors (See Note ***)	\$0.00
Inspectors Equipment per day, ie cell phone, Vest, Hard Hat, Level, Tripod, camera, tape, field books**	\$0.00
TOTAL COST	\$0.00
Resident Services After Substantial Completion	
Weekly Travel to and From Site to Home X # of Inspectors	\$0.00
Daily Vehicle Rate \$30/Day x # of Days - Travel Home Days x # of Inspectors	\$0.00
Meals Inspector # of Days x \$38/Day x # of Inspectors	\$0.00
Lodgings est. \$25/day x # of Inspectors (See Note ***)	\$0.00
Inspectors Equipment per day, ie cell phone, Vest, Hard Hat, Level, Tripod, camera, tape, field books**	\$0.00
TOTAL COST	\$0.00
Other additional Services	
Project Record Drawings	\$0.00
Preparation of Maintenance Manuals	\$0.00
Segregated Contracts	\$0.00
Fast Tracking	\$0.00
Lift Cycle Costing Analysis	\$0.00
Construction Management	\$0.00
TOTAL COST	\$0.00
PRIME CONSULTANT PROJECT EXPENSES	
BASIC AND OTHER ADDITIONAL SERVICES FEES	\$0
PREDESIGN	\$0
DESIGN DEVELOPMENT (PRE-DESIGN)	\$64
BASIC SERVICES	\$50
TENDERING AND AWARD	\$53
CONTRACT ADMINISTRATION	\$128
PROJECT COMPLETION PHASE & PROJECT RECORD DRAWINGS	\$53
COMMISSIONING	\$64
RESIDENT SERVICES DURING CONSTRUCTION	\$0
RESIDENT SERVICES AFTER SUBSTANTIAL COMPLETION	\$0
OTHER ADDITIONAL SERVICES	\$0
TOTAL PRIME CONSULTANT PROJECT COSTS	\$410.14
SCHEDULE III	
ADDITIONAL REIMBURSABLE ALLOWANCES	
Site Surveys/Mapping	\$0.00
Geotechnical Investigations	\$0.00
Video Inspection of Piping	\$0.00
Materials testing	\$0.00
Water Testing and Analysis	\$0.00
Leak Detection and Repair	\$0.00
Treatment Process Piloting	\$0.00
TOTAL ADDITIONAL ALLOWANCES	\$0.00

Notes:

** 5% Markup has been included with item amount

*** Daily accommodations has been reduced to \$25/day however a Change Order will be negotiated prior to construction start up based on specific project requirements.

SCHEDULE III
(Water, Sewer, and Municipal Roads)
ADDITIONAL REIMBURSABLE ALLOWANCES

List below allowances for specific project expenses not included in Schedule II.

• Site Surveys	\$
• Geotechnical Investigations	\$
• Materials Testing	\$
o Asphalt Extractions	\$
o Concrete Testing	\$
o Compaction Testing	\$
o Enter Description	\$
o Enter Description	\$
• Water Main Leakage Detection	\$
• Sewer Main Infiltration Detection	\$
• Enter Description	\$
• Enter Description	\$
<hr/>	
TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES	\$

SCHEDULE II
(Buildings & Treatment Facilities)

BASIC AND OTHER ADDITIONAL SERVICES FEES

• Programming Advisory Services	\$
• Basic Services	
• Concept Design	\$
• Design Development	\$
• Contract Documents	\$
• Proposal/Tendering & Contract Award	\$
• Contract Administration	\$
• Project Completion Phase and Project Record Drawings	\$
• Other Additional Services:	
• Commissioning	\$
◦ Enter Description	\$
◦ Enter Description	\$
• Resident Services during Construction	\$
◦ Enter Description	\$
◦ Enter Description	\$
• Design Services - Segregated Construction Contracts	\$
• Construction Management - Multiple Contracts	\$
• Prime Consultant Project Expenses for Above Services	\$
TOTAL BASIC AND OTHER SERVICE FEES	\$
TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE (From Schedule III)	\$
TOTAL SERVICE FEE (Less HST) (Total Schedules II + III)	\$
HST	\$
TOTAL SERVICE FEE (Including HST)	\$

SCHEDULE III
(Buildings & Treatment Facilities)
ADDITIONAL REIMBURSABLE ALLOWANCES

List below allowances for specific project expenses not included in Schedule II.

• Site Surveys	\$
• Geotechnical Investigations	\$
• Materials Testing	\$
• Water Main Leakage Detection	\$
• Sewer Main Infiltration Detection	\$
• Treatment Process Piloting	\$
• Enter Description	\$
• Enter Description	\$
<hr/>	
TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES	\$

SCHEDULE IV
PROJECT SCHEDULE

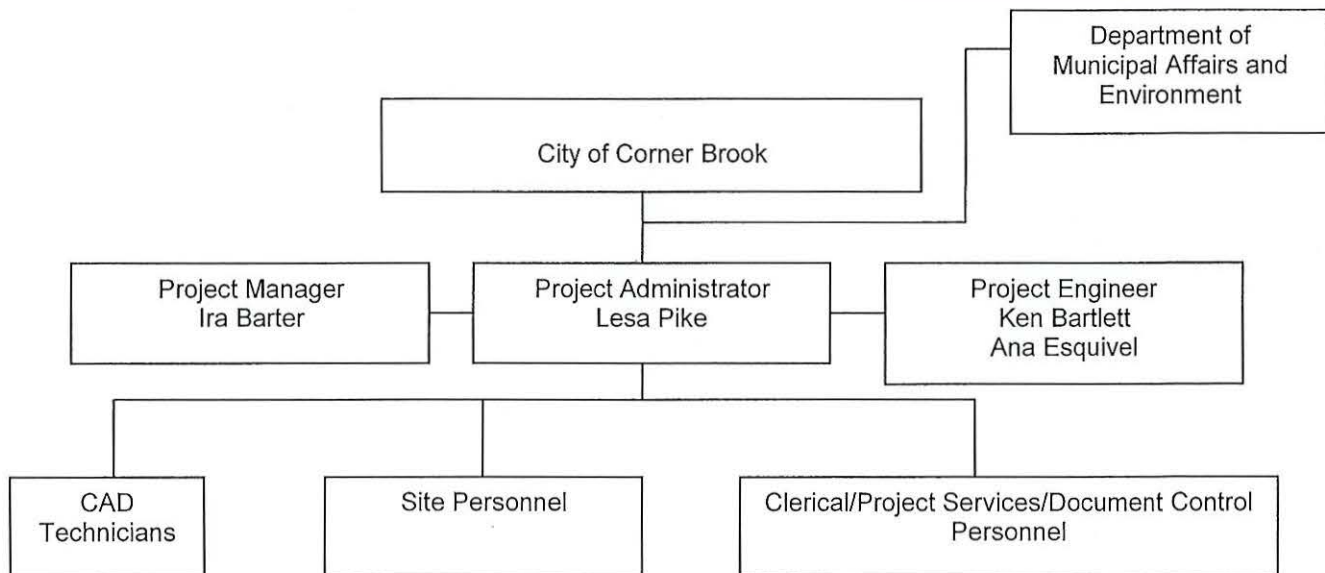
Enter Time/Milestone Schedule for Project including Consultant Services

Pre-design - August 2018
Design - September 2018
Tender - September 2018
Construction - October 2018

SCHEDULE V
OTHER GENERAL REQUIREMENTS

Attach the following:

- ☐ List of proposed Sub-Consultants **N/A**
- ☐ Organization Chart **See Below**
- ☐ List of Key Staff and per diem rates **See attached Fee Calculation Sheet**
- ☐ List of assigned staff and per diem rates **See attached Fee Calculation Sheet**
- ☐ Identification of number of person site visits and costs per site visit. **See attached Fee Calculation Sheet**



SCHEDULE "B"**SPECIAL TERMS AND CONDITIONS (as necessary)**

All Special Terms and Conditions must be reviewed by both the Department of Municipal Affairs and Department of Justice, Government of Newfoundland and Labrador.

Enter Special Terms and Conditions

OR

1. No Special Terms and Conditions

SCHEDULE "C"
GENERAL TERMS AND CONDITIONS

Article - 1. PAYMENT

1.1 Consideration

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with either Option 1, 2 or 3 below.

Payment Option #1 ☒ Selected Option

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, Twenty Six Thousand, Three Hundred & Eighty Five Dollars

(\$ 26,385) (plus HST) in accordance with the following payment schedule:

(i) Schedule II

Payment Option #2 ☐ Selected Option

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, the following time rate schedule for activities actually expended in performance of the Work (plus HST):

(i) Person / Professional Designation - Hourly Rate

Payment Option #3 ☐ Selected Option

Subject to Article 1.3, upon the satisfactory completion of the Work and the presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, \$, the absolute limit on Cost of Services (plus HST).

1.2 Reimbursement of Expenses

It is agreed and understood that reimbursements for the Prime Consultant's expenses pursuant to this Agreement shall be made in accordance with either Option A and/or B or C below.

Reimbursement Option A ☒ Selected Option

The Client shall only be responsible for the following mutually agreed expenses to be incurred by the Prime Consultant; such as travel, meals, accommodations, printing and duplicating, courier, long distance telephone, cell phones, facsimile charges, etc.

at the agreed fixed fee in the amount of \$ 410.14 . This amount must be included in Schedule II on the line entitled "Prime Consultant Project Expenses for Above Services".

(i) Enter Specific Reimbursible Items

Travel
Copying

Reimbursement Option B ☐ Selected Option

The Client shall only be responsible for the following reimbursable expenses, payable at cost, provided the Prime Consultant can demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement. This amount is estimated at \$ and must be included in Schedule II on the line entitled "Prime Consultant Project Expenses for Above Services".

- (i) Enter Specific Reimbursible Items

Reimbursement Option C ☐ Selected Option

The Client shall not be responsible for any expenses incurred by the Prime Consultant, including, without limitation, out of pocket expenses such as travel, meals, accommodations, legal advice, support staff, printing and duplicating, courier, long distance telephone and/or facsimile charges, without the prior written approval of the Client.

All claims submitted for reimbursable expenses in accordance with this Article 1.2 shall be reimbursed at rates not to exceed those established by Treasury Board pursuant to the guidelines and policies of the Client even if such rates are lower than the actual costs incurred by the Prime Consultant.

1.3 Payment General

- (a) Regardless of the payment option selected in Article 1.1 and/or 1.2, the Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of Thirty Thousand, Eight Hundred & Fourteen dollars & Forty One Cents (\$ 30,814.41).
- (b) The Prime Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Prime Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).
- (c) The Parties agree and confirm that as set out in section 25(6) of the *Financial Administration Act*, RSNL 1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.
- (d) Payment will be made within 60 calendar days of receipt of a properly documented invoice. The Client shall within thirty (30) days of the execution of this Agreement should the Prime Consultant request the same provide direction to the Prime Consultant as to what constitutes a properly documented invoice.
- (e) All invoices shall clearly show the amount of HST billed by the Prime Consultant as a separate item.

- (f) The Prime Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Prime Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Prime Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.
- (g) The Client shall not be responsible to pay any amounts invoiced by the Prime Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Prime Consultant is responsible.
- (h) The Prime Consultant shall submit invoices to the Client:
City of Corner Brook
P O Box 1080, 5 Park Street
Corner Brook, NL A2H 2W8

Article - 2. INFORMATION SUPPLIED BY THE CLIENT

- 2.1 The Client will furnish to the Prime Consultant all available information necessary for the performance of the Work. The Client makes no guarantee either expressed or implied as to the accuracy of the information supplied. The Prime Consultant shall review the information for accuracy and applicability.
- 2.2 Where discrepancies, omissions or obscurities in the information are evident, the Prime Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article - 3. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

- 3.1 For the purposes of this Article "Confidential Information" means:
 - (a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;
 - (b) all information acquired by the Prime Consultant, the Prime Consultant's employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;
 - (c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the services or in any way related thereto;

- (d) all personal information, as defined from time to time under the *Access to Information and Protection of Privacy Act*, SNL 2002 cA-1.1, to mean recorded information about an identifiable individual, including,
 - (i) the individual's name, address or telephone number,
 - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,
 - (iii) the individual's age, sex, sexual orientation, marital status or family status,
 - (iv) an identifying number, symbol or other particular assigned to the individual,
 - (v) the individual's fingerprints, blood type or inheritable characteristics,
 - (vi) information about the individual's health care status or history, including a physical or mental disability,
 - (vii) information about the individual's educational, financial, criminal or employment status or history,
 - (viii) the opinions of a person about the individual, and
 - (ix) the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the Services or in any way related thereto;
- (e) all information that is developed based upon Confidential Information including the work product of the Prime Consultant, the Prime Consultant's employees, servants and/or agents; and
- (f) Confidential Information shall not include any information which:
 - (i) at the time such information was provided to the Prime Consultant was or thereafter became part of the public domain through no act or omission of the Prime Consultant or the Prime Consultant's Representatives; or
 - (ii) is information which the Prime Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Prime Consultant free of obligations of confidentiality to the Client.

3.2 The Prime Consultant shall treat all Confidential Information acquired by the Prime Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Prime Consultant shall give the Client prompt notice of the requirement

upon becoming aware that such disclosure is required. Where circumstances do not permit the Prime Consultant to provide such notice prior to disclosure, the Prime Consultant shall provide such notice to the Client immediately after the required disclosure.

- 3.3 The Prime Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.
- 3.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Prime Consultant in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Client and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Prime Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Prime Consultant pursuant to the terms of this Agreement. The Prime Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Prime Consultant, at law or in equity, and that the Prime Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Prime Consultant's possession.
- 3.5 The Prime Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Prime Consultant, the Prime Consultant's employees, servants and/or agents, and shall certify the destruction of same to the Client. However, nothing in this Agreement shall preclude the Prime Consultant's privilege to retain copies of documents provided to it or prepared by it in connection with the Work, provided such documents are kept in a secure manner, are used by the Prime Consultant solely for the purposes of defending itself against claims arising from the Work of the Contract, and that the aforesaid documentation is destroyed or returned to the Client at the end of all limitation periods for commencing any action in connection with the Work or upon the conclusion or settlement with finality of any claim or action with respect to the Work.
- 3.6 The Prime Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Prime Consultant, the Prime Consultant's employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the *Access to Information and Protection of Privacy Act*, the *Management of Information Act*, SNL 2005, cM-1.01, and the *Privacy Act*, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Prime Consultant's operation. The Prime Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Prime Consultant, and the Prime Consultant's employees, servants and/or agents.

3.7 The Prime Consultant shall ensure that it, and the Prime Consultant's employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

- (a) at a minimum, using the same level of physical and electronic security as the Prime Consultant employs to avoid disclosure or dissemination of the Prime Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of the Prime Consultant's employees, servants or agents other than those who are required to have access to the same to properly perform the services under this Agreement;
- (b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;
- (c) ensure all employees, servants and/or agents of the Prime Consultant comply with all policies, standards and safeguards established under this Article;
- (d) advise the Client of any changes in the Prime Consultant's security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and
- (e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "D", unless otherwise advised by the Client, and this includes:
 - (i) complying with all alterations or updates of Schedule "D" as may be provided to the Prime Consultant from time to time; and
 - (ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule "D" and this Article.

3.8 The Prime Consultant shall only disclose Confidential Information to persons other than the Prime Consultant's employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule "D".

3.9 The Prime Consultant shall:

- (a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Prime Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Prime Consultant;

- (b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;
- (c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;
- (d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Information; and
- (e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at: <http://www.justice.gov.nl.ca/just/info/privacybreach.html>

Article - 4. EMPLOYEES OF THE PRIME CONSULTANT

- 4.1 The Prime Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Prime Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Prime Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person concerned was involved and may refuse to approve payment for such Work.
- 4.2 The Prime Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

Article - 5. ACCESS TO FACILITIES

- 5.1 The Client agrees to provide, access to the project site for the Prime Consultant to perform the Work during Client office hours.
- 5.2 When using or accessing the premises of the Client, the Prime Consultant and all officers, employees and agents of the Prime Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

Article - 6. RECORDS AND AUDIT

- 6.1 The Prime Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.
- 6.2 The Prime Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article - 7. TERMINATION

- 7.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and the payment(s), as stipulated in the Agreement, has been issued to the Prime Consultant.
- 7.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.
- 7.3 Where this Agreement is terminated prior to the mutually agreed upon completion date, the Prime Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Prime Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article - 8. NOTICES

- 8.1 All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:

James Warford
City of Corner Brook
P O Box 1080, 5 Park Street
Corner Brook, NL A2H 2W8

Phone: (709) 637 - 1500

Fax: (709) 637 - 1625

Email: jwarford@cornerbrook.com

For the Prime Consultant:

Lesa Pike, Engineering Administrator
SNC-Lavalin Inc.
Suite 207, Millbrook Mall
2 Herald Avenue
Corner Brook, NL A2H 4B5

Phone: (709) 634 - 2700

Fax: (709) 634 - 2704

Email: lesa.pike@snclavalin.com

8.1 Notices, requests or documents shall be deemed to have been received by the addressee as follows:

- (a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
- (b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and
- (c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

Article - 9. LIABILITY

9.1 The Prime Consultant agrees that in performance of the Work neither the Prime Consultant nor any Prime Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

9.2 The Client shall not be liable for, and the Prime Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the negligence or default of the Prime Consultant under this Agreement, including the negligence or default of any Sub-Consultant chosen by the Prime Consultant. Except to the extent that such losses, costs, charges or expenses as are referenced in this clause are caused by the negligence or default of the Client under this Agreement, the Prime Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Where the Prime Consultant fails to defend such an action, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Prime Consultant.

Article - 10. COMPLIANCE WITH LAW

10.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Prime Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

10.2 The Prime Consultant shall ensure that the Prime Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Prime Consultant or the Prime Consultant's Representatives in the performance of the Work.

Article - 11. ARBITRATION

- 11.1** In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, the parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.
- 11.2** In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either party may give the other notice of such dispute and request third party mediation thereof.
- 11.3** Should the parties not agree to third party mediation or the matter in dispute between the parties not be resolved by mediation, then in the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Articles 11.1 and 11.2), either party may give the other notice of such dispute and request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the *Arbitration Act*, RSNL 1990 cA-14, including such provisions for the appointment of arbitrators.

Article - 12. LAWS GOVERNING

- 12.1** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article - 13. USE OF WORK

- 13.1** The Client shall have the right to use the Work or variations thereof in other operations of the Client.
- 13.2** With respect to 13.1 the Prime Consultant's liability to the Client for and in respect of the Work is solely limited to the project described in this Agreement.

Article - 14. CONFLICT OF INTEREST

- 14.1** No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.
- 14.2** The Prime Consultant and the Prime Consultant's Representatives:
- (a) shall conduct all duties related to this Agreement with impartiality;

- (b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
- (c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
- (d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 15. SUB-CONTRACTORS

- 15.1** The Prime Consultant shall not sub-contract all or a portion of the Work without the prior written approval of the Client which consent will not be unreasonably withheld.
- 15.2** The entry into any sub-contract shall not relieve the Prime Consultant of any of its obligations under the terms of this Agreement.

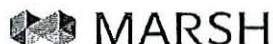
Article - 16. GENERAL

- 16.1** Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.
- 16.2** Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.
- 16.3** Time shall be of the essence of this Agreement.
- 16.4** The failure of the Client to insist upon or enforce in any instance strict performance by the Prime Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.
- 16.5** If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.
- 16.6** The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 16.7** This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.
- 16.8** The Prime Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.

SCHEDULE D
Protocols for Security of Government Information on Information Technology Assets of
Contractors

The Prime Consultant should confirm with the Client and Department of Municipal Affairs whether the Prime Consultant will be required to use information technology resources, including computers, of the Client or the Government of Newfoundland and Labrador in the conduct of the work under the Contract. The following requirements apply where the Prime Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Client or Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Prime Consultant's own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/ or store Confidential Information where either the Confidential Information or the device or media is encrypted.
- Unless specifically authorized by the Prime Consultant's Contract or otherwise, the Prime Consultant is not permitted to attach non-government computers or other information technology systems to any Client or Government network.
- The Prime Consultant is expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.
- The Prime Consultant is not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.
- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.
- Where a Prime Consultant will be granted access to the Client or Government computer network during the course of the work, in addition to the requirements noted above, the Prime Consultant shall not:
 - Share personal computer drives or folders on a computer accessing the network; or
 - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.
- These requirements apply to the Prime Consultant and all employees, servants and/or agents or permitted Sub-Consultants of the Prime Consultant, and it is the responsibility of the Prime Consultant to ensure that all such employees, servants and/or agents or permitted Sub-Consultants are aware of these restrictions and are in compliance herewith.
- For the purposes of Schedule D, routine exchanges of design and construction information between the Client, the Prime Consultant and the Prime Consultant's Sub-Consultants that is of a non confidential nature need not be encrypted.



Certificate of Insurance

No.: 2018-617

Dated: April 29, 2018

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

Certificate Holder:

To Whom It May Concern

Named Insured and Address:

SNC-Lavalin Group Inc. and all subsidiary, controlled and associated companies
455, Rene-Levesque Boulevard West
Montreal, QC H2Z 1Z3

This certificate is issued regarding:

GIME Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability	
EXCESS AUTOMOBILE	Lloyd's Underwriters	B0509BOWC11800155	Apr 30, 2018 to Apr 30, 2019	Each Occurrence and in the Aggregate	CDN 1,000,000
PROFESSIONAL LIABILITY • Claims Made Policy	Lloyd's Underwriters (Lead) and other participating insurers	FINPA1800060	Apr 30, 2018 to Apr 30, 2019	Per Claim and in the Annual Aggregate	CDN 1,000,000
GENERAL LIABILITY - OTHER POLICIES • PRIMARY GLOBAL UMBRELLA • Includes Owned and Non-Owned Automobile	Lloyd's Underwriters	B0509BOWC11800155	Apr 30, 2018 to Apr 30, 2019	Each Occurrence and in the Aggregate	CDN 1,000,000

Marsh Canada Limited

1981 McGill College Avenue, Suite 820
Montréal, QC H3A 3T4
Telephone: (514)-2855928
Fax: (514)-2854716
caroline.dufault@marsh.com

Marsh Canada Limited

By:

Caroline Dufault

REQUEST FOR DECISION

Department of Community Services

SUBJECT: **Approval of Amended Prime Consultant Services Contract – Margaret Bowater Park Splash Pad**

DESCRIPTION: In April 2018, the Corner Brook City Council committed to constructing an outdoor splash pad with \$250,000 in funding. In response to this initiative, a Request for Proposals (RFP) was issued to local prime consultant firms for the detailed engineering design, administration, and inspection services of the project. All submissions were scored based on technical and financial aspects of the proposal, with the highest scoring proposal submitted by Atlantic Engineering Consultants Limited. The total contract price of this proposal is listed as \$34,173.40 (HST included). The initial Prime Consultant Agreement had not yet been signed as there have been a number of minor amendments to the agreement. The revised agreement is ready for execution and signing.

PROPOSED MOTION: it is **RESOLVED** to approve the execution of the amended Prime Consultant Agreement pertaining to the Margaret Bowater Park Splash Pad between the City of Corner Brook and Atlantic Engineering Consultants Limited at a cost of \$34,173.40 (HST included).

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: To approve execution of the contract.

Legislative Authority:

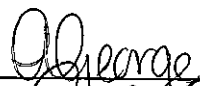

- City of Corner Brook Act: **Section 10**

Estimated Cost: \$34,173.40 (HST included)

Budget Line Item:

BACKGROUND:

Report/Document: Standard Form of Agreement from Atlantic Engineering Consultants Ltd.

Submitted by: 
 Reviewed by: 

Date: September 14th, 2018
 Date: 2018/02/14.

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND PRIME CONSULTANT

City of Corner Brook
Margaret Bowater Park Splash Pad

Atlantic Engineering Consultants Ltd.

Project No.: AECL 18-3177

DMA Project No.: N/A

Funding Program: City of Corner Brook

AGREEMENT

THIS AGREEMENT made at **Corner Brook**
in the Province of Newfoundland and Labrador, on this day of **June 27, 2018**

BETWEEN:

City of Corner Brook
("The Client")

AND:

Atlantic Engineering Consultants Ltd.
("The Prime Consultant")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

I. Definitions

In addition to the terms defined in the Special Terms and Conditions attached as Schedule "B", (if any), and the General Terms and Conditions attached as Schedule "C", the following words and phrases shall have the following meanings:

- a. "Contract Documents" shall mean and include:
 - i. This head agreement (the "Head Agreement");
 - ii. The Scope of Work attached as Schedule "A";
 - iii. The Special Terms and Conditions attached as Schedule "B";
 - iv. The General Terms and Conditions attached as Schedule "C"; and
 - v. Protocols for Security of Government Information on Information Technology assets of Contractors attached as Schedule "D".
- b. "Representatives" mean directors, officers, employees, consultants, sub-consultants agents, advisors or partners.

II. The Prime Consultant's Work

The Prime Consultant shall do all things necessary to fulfill and carry out all of the obligations of the Prime Consultant as set out in the Contract Documents (the "Work").

III. **Entire Agreement**

It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the "Agreement"). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations or modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

IV. **Representations and Warranties**

The Prime Consultant hereby represents and warrants that every fact stated or represented by the Prime Consultant or its Representatives to the Client in connection with any proposal made by the Prime Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

V. **Conflict Between Provisions**

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

VI. **Start and Completion Date**

The Prime Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

Start Date: **June 27, 2018**

Completion Date: **October 15, 2019**

VII. **Effective Date**

The effective date of this Agreement shall be the earlier of the start date referred to in Clause VI or the date on the first page of this Head Agreement.

VIII. **Paragraph Numbering**

In the event that the General Terms and Conditions are modified by the Special Terms and Conditions, the numbering references in the General Terms and Conditions shall remain unchanged.

IX. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be

considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

City of Corner Brook

Signing Officer

Witness or Signing Officer

Date

Date

Atlantic Engineering Consultants Ltd.



Signing Officer

Date



Witness or Signing Officer



Date

SCHEDULE "A"
SCOPE OF WORK
BETWEEN PRIME CONSULTANT AND CLIENT
INDEX

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Part 2	RESPONSIBILITIES	7
Part 3	GENERAL REQUIREMENTS	9
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Schedule I	Project Description
Schedule II	Basic and Other Additional Services Fees
Schedule III	Additional Reimbursement Expenses
Schedule IV	Project Schedule
Schedule V	Other General Requirements

PART 1 **DEFINITIONS**

- 1.1** **Additional Services:** means Consulting Services provided that are additional to the Basic Services as set out in Schedules I and II.
- 1.2** **Authorities Having Jurisdiction (AHJ):** means a person or persons representing these agencies that have authority to provide plan approvals and permits for the purpose of constructing the project.
- 1.3** **Basic Services:** means Consulting Services as outlined in the scope of work defined in Schedules I and II.
- 1.4** **Construction Budget Forecast:** means the Client's estimated Construction Cost including contingencies for cost increases and taxes (HST).
- 1.5** **Construction Cost:** means the contract price(s) of all elements of the project designed or specified by or on behalf of the Prime Consultant including, all applicable taxes. Where there is no contract price for all or part of the project, the Construction Cost shall be the elemental cost analysis using market rates at the estimated time of construction as determined by the Prime Consultant and agreed by the Client. The Construction Cost does not include professional fees, or land acquisition costs.
- 1.6** **Contract:** means an agreement between the Client and the Contractor for the provision of labour, materials and equipment for the construction of the project or part of the project by a Contractor.
- 1.7** **Contractor:** means a person, firm, or corporation contracting with the Client to provide labour, materials and equipment for the construction of the Project or part of the Project.
- 1.8** **Cost Control Services:** means a service to advise and monitor on Project Budget and Construction Budget Forecasts.
- 1.9** **Master Specification:** means Municipal Water, Sewer and Road Specification (a manual developed by the Department of Municipal Affairs) or Master Specification Guide for Publicly Funded Buildings (a specification developed by the Department of Transportation and Works and prepared for the purpose of presenting standards, guidelines, instructions and specifications to use in the delivery of publicly funded projects). Unless otherwise agreed between the parties, the version published on the date of the contract shall be the version applicable to the contract.
- 1.10** **Partial Services:** means Reduced Basic Services as negotiated by the Client with the Prime Consultant.
- 1.11** **Program Advisory Services:** means Consulting Services provided by the Prime Consultant prior to start of Basic Services.

- 1.12** Project Budget Forecast: means the Client's estimated total expenditure for the project. It includes the construction budget forecast and all other costs to the Client for the project such as, but not limited to, professional fees, taxes (HST) and acquisition costs.
- 1.13** Sub-Consultant: means Registered Professional Engineer, Architect or other specialist engaged by the Prime Consultant in connection with the project.

PART 2 **RESPONSIBILITIES**

2.1 **PRIME CONSULTANT**

- .1 The Prime Consultant's services consist of Basic Services and Additional Services which may be required to perform the Work as outlined in Schedules I, II and III.
- .2 The Prime Consultant's services as provided for under and pursuant to this Agreement at and during all phases of the Work shall encompass coordination of all disciplines, quality assurance and documentation control to integrate all services and Sub-Consultant's work. The Prime Consultant shall prepare and submit contract documents in accordance with the Client's requirements, as outlined in Schedules I and IV.
- .3 During the tendering and contract award phase, the Prime Consultant may advise and assist the Client in obtaining bids and awarding construction contracts. The Department of Municipal Affairs' tendering and contract procedures and administrative practices will be followed in the performance of this phase.
- .4 The Client may require the Prime Consultant to provide construction administration services. When required the Prime Consultant's service shall be based upon the scope of work as outlined in Schedule I of this agreement, as agreed between the Client and the Prime Consultant.
- .5 The project completion phase represents the portion of the Basic Services to be provided at the commencement of substantial completion until expiry of the one year Project warranty period. This service includes the provision of record drawings and advice concerning issues arising during this period.
- .6 The Prime Consultant should be aware of its responsibilities under the Occupational Health and Safety Act & Regulations. Notwithstanding any obligation imposed by the Occupational Health and Safety Act & Regulations, the Prime Consultant shall:
 - a) Verify, prior to issuing approval to proceed with the work, that a contractor(s) has a safe work policy and that a site specific health and safety risk assessment & management plan is in place for the project.
 - b) Ensure that key onsite personnel under the employ of the prime Consultant have a reasonable understanding of industry accepted construction practices, including the Occupational Health and Safety Act & Regulations pertaining to the type of work being undertaken.
 - c) Through regular project progress meetings obtain copies of contractor documented safety plan activities at the site, including but not necessarily limited to reporting of events/incidents, minutes of toolbox meetings, and any required actions to be taken as a result of these activities.

- d) Identify unsafe work conditions to the contractor that on site personnel may become aware of, and if necessary report same to the Occupational Health & Safety regulators.
- .7 Cost Control Services are included under the scope of Basic Services to be provided by the Prime Consultant.
- .8 The following schedules apply:
 - Schedule I - Project Description
 - Schedule II - Basic and Other Additional Services Fees
 - Schedule III - Additional Reimbursable Allowances
 - Schedule IV - Project Schedule
 - Schedule V - Other General Requirements

2.2 CLIENT'S RESPONSIBILITIES

- .1 The Client shall give due consideration to documentation submitted by the Prime Consultant and, whenever action is necessary, the Client shall inform the Prime Consultant of the Client's decisions, in a reasonable and timely manner.
- .2 The Client shall authorize persons to act on behalf of the Client with respect to delivery and administration of the project.
- .3 If the Client observes or otherwise becomes aware of any fault or defect in the project or any nonconformity with the requirements of the Contract, the Prime Consultant shall be so notified in writing.
- .4 The Client may provide information regarding the project including: a program, which shall set forth the Client's spatial and functional requirements and relationships. The Prime Consultant is responsible for requesting or providing information that is required to prepare the design and contract documents.
- .5 The Client will provide the Prime Consultant with a Project Budget Forecast.
- .6 The Client shall reimburse the Prime Consultant for procuring information which the Prime Consultant requires for the provision of services necessary to carry out the preparation of design and/or contract documentation when the information is not available upon request from the Client such as site surveys, and hazardous material surveys.
- .7 When the Client supplies the Prime Consultant with information contained within reports or equipment data sheets, the Prime Consultant will not be required to exhaustively check information supplied by the Client to verify the same unless it is requested to do so by the Client. However, if the Prime Consultant observes, or otherwise becomes aware, of any fault or defect in the information supplied to it by the Client, the Prime Consultant shall cause the Client to be notified in writing of any such fault or defect forthwith.

- .8 Where the Prime Consultant has been authorized by the Client to procure or obtain information, the Prime Consultant shall be responsible in seeing that the information provided meets the needs of the Sub-Consultant(s) performing the work under the direction of the Prime Consultant.
- .9 The Client will reimburse the Prime Consultant for other specialist consultants that may be required to carry out quality control services during the project, subject to prior approval of scope of the work and an agreement on the fee or fees payable for the same by the Client.

PART 3 GENERAL REQUIREMENTS

3.1 STAFF

- .1 The Prime Consultant will provide the Client with a list of its employees and those of its Sub-Consultants who will be assigned to the project. The list will include the classification of each employee and the hourly rate to be charged for additional services rendered. The Prime Consultant will obtain written prior approval of Client for any replacement of key employees, changes in the numbers of key employees or changes to rates of key employees assigned to the project.

3.2 SCHEDULE

- .1 The Prime Consultant has developed and submitted a time schedule for the performance of consultant services on the project (which Schedule has been approved by the Client and is appended as Schedule IV hereto.)
- .2 Unless otherwise agreed to between the parties, the failure by a party to comply with the approved schedule for those aspects of the Work that a party is responsible for may be sufficient cause for the other party to terminate this Agreement, if that failure is not rectified within seven (7) days after the defaulting party is given notice of its default.
- .3 If either party believes that a change in the approved schedule is necessary the party requesting that change shall promptly give notice of that fact to the other party in writing, provide the other party with a revised schedule and the reason(s) why the change is requested for its consideration and request its written approval of the same. Should that approval be forthcoming the revised schedule will become the approved schedule for the project.

3.3 COST CONTROL

- .1 The Prime Consultant shall provide Cost Control and Reporting Services to the Client in accordance with the requirements of the Department of Municipal Affairs for project milestones and monthly project status reports.
- .2 If at any time the Prime Consultant considers its estimates indicate costs which exceed the Project or Construction Budget Forecast, the Prime Consultant will immediately advise the Client. If the excess is due to, discretionary design elements under the control of or reasonably foreseeable by the Prime Consultant, or the negligence or default of the Prime Consultant in the performance of this Agreement, the Client may require the Prime Consultant to redesign the project at the Prime Consultant's expense to bring the cost estimate within the approved Project Budget Forecast.

- .3 If the preferred bidder's tender for the project for which the Prime Consultant has prepared and provided the design(s) and provided cost pricing and control services exceeds the Construction Budget Forecast as a result of the negligence or default of the Prime Consultant under this Agreement or is for reasons related to discretionary design elements which are under the Prime Consultant's control or which the Prime Consultant should have reasonably foreseen and could have guarded against, then the Prime Consultant, at no additional cost to the Client, shall redesign to bring the cost within the Construction Budget Forecast and retender.

3.4 CHANGES AND ADJUSTMENT

- .1 Changes and adjustment to the fees payable under this Agreement will be only considered if there is a material change in the level of services agreed to be provided or in the scope of the Project, or there is a material delay in the performance of the work required under the Contract.
- .2 The amounts due to the Prime Consultant arising from a material change to the Agreement will be determined by a negotiated fixed amount, or failing such negotiation, the actual cost as determined by level of effort incurred times the agreed hourly rate, plus receipted expenses.
- .3 Any increases in the fees payable caused by a material change or other changes shall be communicated by the Prime Consultant in writing to the Client prior to incurring such costs to permit the Client to mitigate the amount of increased costs.

3.5 ERRORS AND OMISSIONS

- .1 Any costs resulting from design errors on the part of the Prime Consultant, Sub-Consultants chosen by the Prime Consultant, or agents, or employees of the Prime Consultant or of any Sub-Consultant chosen by the Prime Consultant will be the responsibility of the Prime Consultant to remedy. However, where the Client and not the Prime Consultant chooses a Sub-Consultant to do hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work, the Prime Consultant shall not be held responsible for design errors attributed to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, or construction testing services, done by Sub-Consultants chosen by the Client, unless those design errors are directly caused by the Prime Consultant. In the case of Sub-Consultants chosen by the Client, the Client and not the Prime Consultant shall be responsible to take such steps as the Client deems to be appropriate, to ensure that any Sub-Consultant chosen by the Client has appropriate and adequate policies of insurance that are acceptable to the Client in place to cover design errors attributable to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work done by any such Sub-Consultant.
- .2 Any costs resulting from errors in design or omissions may be paid by the Client providing the cost of such design omissions does not entail removing material or equipment that has already been constructed in accordance with the plans and specifications. The cost of the original material and equipment, as indicated on the plans and specifications, and the labour to remove such will be the responsibility of the Prime Consultant.

N/A

3.6 PRIME CONSULTANT ACTIONS AND DECISIONS

- .1 The Prime Consultant acknowledges that adequate discussion has taken place regarding the Work with the Client and that the Prime Consultant has access to sufficient information to undertake the services contracted for within the Project Budget.
- .2 The Prime Consultant and the Client agrees to act promptly and diligently on all matters within their respective direction and control requiring an action or decision affecting the design, construction or administration of the project.
- .3 Only express approval by the Client shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant. No acceptance or approval by the Client that is implied shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant.
- .4 If the Prime Consultant does not promptly and diligently comply with or fails to meet the requirements of the Client, the Client may without prejudice to any other right or remedy the Client may have by giving the Prime Consultant written notice, and without prejudice to the Client's rights at law or elsewhere in this Agreement, take all such action deemed necessary for the prompt and economical completion of the project, and/or terminate the contract.

3.7 INSURANCE COVERAGE

- .1 The Prime Consultant shall supply written proof of:
 - .1 Professional liability insurance coverage equal or greater than \$250,000 per claim, \$500,000 in aggregate for projects under \$2 million construction value or \$500,000 per claim, \$1,000,000 aggregate for projects over \$2 million. The Prime Consultant shall be fully responsible for all amounts deducted from this value by the Prime Consultant's Insurer. This Insurance shall remain in effect until the expiry of the general contractor's one year warranty on the project.
 - .2 Commercial liability insurance acceptable to the Client with a minimum limit of \$1,000,000.
- .2 The Insurer shall be an insurance company licensed to do business in the Province of Newfoundland & Labrador.

PART 4 BASIS OF PAYMENT SCHEDULE

- 4.1 The Client will pay for Program Advisory Services on the basis of an agreed fixed fee or at agreed per diem rates on the basis of approved level of effort.
- 4.2 The Client will pay for all other services at an agreed fixed fee on the basis of approved level of effort. The Client's Project Budget Forecast will be made available to the Prime Consultant to assist in the evaluation of the level of effort required.
- 4.3 The fee for Basic Services and Additional Services will be apportioned to the phases of service as outlined in Schedule II - "Basic Services and Other Additional Services' Fees".

- 4.4 The fee for Basic Services will also include the management and co-ordination by the Prime Consultant and specialist consulting services as may be requested by the Client. Compensation for specialist or other consulting services will be on the basis of an agreed fixed fee for the level of effort required.
- 4.5 The Client will pay for resident services during construction, when requested, based on an agreed fixed fee amount. The fee amount is to include all payroll costs.
- 4.6 The Client will pay for construction management services, when requested, on the basis of the level of effort required during project implementation based on an agreed fixed fee.
- 4.7 The Client will pay for commissioning services on the basis of an agreed fixed fee. The fee amount shall include level of effort; associated with the preparation of documents and site visits to carry out commissioning activities, as outlined in Schedule I and detailed in the project specification and contract documents.
- 4.8 The Client will pay for the reimbursement of the Prime Consultant's expenses associated with the project at cost as per Schedule "C". Meals, private vehicle usage, private lodgings and other incidental expenses are to be paid on the basis of Government Basic Rates. These rates are HST inclusive and are determined as of the date the expenses are incurred.
- 4.9 The Client will pay for Additional Reimbursable Allowances as provided for in Schedule III - "Additional Reimbursable Allowances". These allowances require supporting documents to be provided for payment.

SCHEDULE I
PROJECT DESCRIPTION

Provide description of project including:

Summary: Margaret Bowater Park Splash Pad

Goal: Creation of Recreational Infrastructure

Scope of Work: Per RFP - See next page

Deliverables:

- PCA
- Construction Drawings
- Cost Estimates
- List of Materials/Quantities

SCHEDULE II
(Water, Sewer, and Municipal Roads)
BASIC AND OTHER ADDITIONAL SERVICES FEES

• Basic Services	
○ Preliminary Engineering	\$ 4,256.00
○ Design and Contract Documents	\$ 12,900.00
○ Tendering and Contracts Award	\$ 0
○ Contract Administration	\$ 4,100.00
• Project Completion Phase and Project Record Drawings	\$ 1,500.00
• Other Additional Services:	
• Resident Services during Construction	\$ 3,960.00
○ Part-time Construction Observation	
• Prime Consultant Project Expenses for Above Services	\$ 0
	<hr/>
TOTAL BASIC AND OTHER SERVICES FEES	\$ 26,716.00
TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE	
(From Schedule III)	\$ 3,000.00
	<hr/>
TOTAL SERVICE FEE (LESS HST)	\$ 29,716.00
(Total Schedules II + III)	
HST	\$ 4,457.40
	<hr/>
TOTAL SERVICE FEE (Including HST)	\$ 34,173.40

SCHEDULE III
(Water, Sewer, and Municipal Roads)
ADDITIONAL REIMBURSABLE ALLOWANCES

List below allowances for specific project expenses not included in Schedule II.

• Site Surveys	Included in Preliminary Engineering	
• Geotechnical Investigations	Included in Preliminary Engineering	
(Visual Examination of test pits – excavation by owner)		
• Materials Testing		\$
◦ Asphalt Extractions		\$
◦ Concrete Testing		\$ 1,500
◦ Compaction Testing		\$ 1,500
◦ Enter Description		\$
◦ Enter Description		\$
• Water Main Leakage Detection		\$
• Sewer Main Infiltration Detection		\$
• Enter Description		\$
• Enter Description		\$
		<hr/>
		\$ 3,000
TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES		\$ 3,000

Table 1 - Engineering Fee Schedule

Fee Proposal for : Atlantic Engineering Cons. Ltd.

DMA Project # :

Municipality of : Corner Brook

Project Name : Splash Pad

Task Description	Classification Name	Classification Name	Classification Name	Classification Name	Classification Name	Classification Name	Classification Name	Classification Name	Classification Name	Classification Name	Total Fees
Basic Services											
Preliminary Engineering	Proj. Mgn DJD	Mech. Eng. E. Gabriel	Elec. Eng. L. Marks	Tech 1 EKL	Tech 2 C. Rex	Tech 3 B. Parry					
Review Project/Site Recon/Meet Council	4	2	2	2							
Preliminary Field Surveys	4	2	2	4	2	4					
Plot Survey Information											
Clerical/Administration											
Other :											
Total Hours	8	4	4	6	2	8	0	0			
Rate/Hr	\$ 190.00	\$ 160.00	\$ 190.00	\$ 100.00	\$ 100.00	\$ 67.00					
Preliminary Engineering Fee Totals	\$ 1,520.00	\$ 640.00	\$ 760.00	\$ 600.00	\$ 200.00	\$ 536.00	\$ -	\$ -	\$ -	\$ -	\$ 4,256.00
Design and Contract Documents											
Detailed Design to Approval Stage	16	10	10	16	40						
Estimates, Permits and Approvals	2										
Contract Documents	2										
Rev. for Tender											
Other :											
Total Hours	20	10	10	16	40	0	0	0			
Rate/Hr	\$ 190.00	\$ 160.00	\$ 190.00	\$ 100.00	\$ 100.00						
Design and Contract Document Fee Totals	\$ 3,800.00	\$ 1,600.00	\$ 1,900.00	\$ 1,600.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,900.00
Tendering and Contract Awards											
Tender Admin/Review Bids/Recommendations											
Contract Documents/Letter of Award											
Shop Drawing Review (if applicable)											
Issued for Construction Package											
Other :											
Total Hours	0	0	0	0	0	0	0	0			
Rate/Hr											
Tender and Contract Award Fee Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Table 1 - Engineering Fee Schedule

Contract Administration									
General Administration	7	4	4	4	4	4	4		
Construction Administration									
Pre-Construction Meetings	3								
Status Reports/Job Control Sheets									
Other :									
Total Hours	10	4	4	4	4	4	4	0	0
Rate/Hr	\$ 190.00	\$ 160.00	\$ 190.00	\$ 190.00	\$ 100.00	\$ 100.00	\$ 100.00		
Contract Administration Fee Totals	\$ 1,900.00	\$ 640.00	\$ 760.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ -	\$ 4,100.00
Project Completion Phase and Project Record Drawings									
As-Built Drawings		2	2	2	2	2	6		
Other :									
Total Hours		2	2	2	2	2	6	0	0
Rate/Hr		\$ 160.00	\$ 190.00	\$ 190.00	\$ 100.00	\$ 100.00	\$ 100.00		
Project Completion Phase and Projects Record Drawings Fee Totals	\$ -	\$ 320.00	\$ 380.00	\$ 200.00	\$ 200.00	\$ 600.00	\$ -	\$ -	\$ 1,500.00
Other Additional Services									
Residential Services during Construction									
Construction Inspection									
Commissioning									
Other :									
Construction Observations	4	4	4	12	12	6			
Total Hours	4	4	4	12	12	6	0	0	
Rate/Hr	\$ 190.00	\$ 160.00	\$ 190.00	\$ 100.00	\$ 100.00	\$ 100.00			
Residential Service during Construction Fee Totals	\$ 760.00	\$ 640.00	\$ 760.00	\$ 1,200.00	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ 3,960.00
Prime Consultant Project Expenses									
Project Expenses as per Table 2									
Total Basic and Other Service Fees									\$ 26,716.00
Total Additional Reimbursable Allowance (From Schedule III)									\$ 3,000.00
Total Service Fee (Less HST)									\$ 29,716.00
(Total Schedule II + III)									\$ 4,457.40
HST @ 13%									\$ 34,173.40
Total Service Fee (Including HST)									

Table 2 - Engineering Expenses

Estimate of Expenses for : Atlantic Engineering Cons. Ltd.

DMA Project # :

Municipality of : Corner Brook

Project Name : Splash Pad

Task Description	Description of Expense	# Sheets	Rate/Sheet	Sub-total	Total
Printing					
Approval Package				\$ -	
Tender Package				\$ -	
Construction Package				\$ -	
As-Built Drawing Package				\$ -	
Other :				\$ -	
				\$ -	
				\$ -	
Total Printing Expenses				\$ -	
Tender Advertisement		# Ads	Rate/Ad	Subtotal	
News Paper				\$ -	
Other :				\$ -	
				\$ -	
				\$ -	
Total Tender Advertisement Expenses				\$ -	\$ -
Mileage Expenses		kms	Rare/km	Subtotal	
Pre-Engineering	visits @ km/visit			\$ -	
General Administration	visits @ km/visit			\$ -	
Residential Administration	visits @ km/visit			\$ -	
Other :				\$ -	
				\$ -	
				\$ -	
Total Mileage Expenses				\$ -	\$ -
Meal Expenses		Unit	Rate/Meal	Subtotal	
Pre-Engineering				\$ -	
General Administration				\$ -	
Residential Administration				\$ -	
Other :				\$ -	
Lunch				\$ -	
				\$ -	
Total Meal Expenses				\$ -	\$ -

Table 2 - Engineering Expenses

Accommodations		Unit	Rate/Night	Subtotal
Pre-Engineering				\$ -
General Administration				\$ -
Residential Administration				\$ -
Other :				\$ -
				\$ -
				\$ -
				\$ -
Total Accommodation Expenses				\$ -
Equipment Expenses		Day	Rate/Day	Subtotal
Vehicle Expenses				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Equipment Expenses				\$ -
Lab Testing Expenses				
Sieve Analysis				\$ -
Proctor				\$ -
Asphalt Gradation				\$ -
Liquid Asphalt Content				\$ -
Other :				\$ -
				\$ -
				\$ -
Total Lab Expenses				\$ -
Postage/Courier Charges				
				\$ -
Other				
General Expenses 5% of Fees	WAIVED			
Estimated Project Expenses				\$ -
HST @ 13%				\$ -
Total Estimated Expenses(Including HST)				\$ -

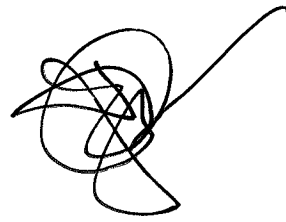
SCHEDULE IV
PROJECT SCHEDULE

Design.....Jun 28/18 - Jul 30/18
Construction.....Aug 15/18 - Oct 15/18
Warranty Period.....Oct 15/18 - Oct 15/19

SCHEDULE V
OTHER GENERAL REQUIREMENTS

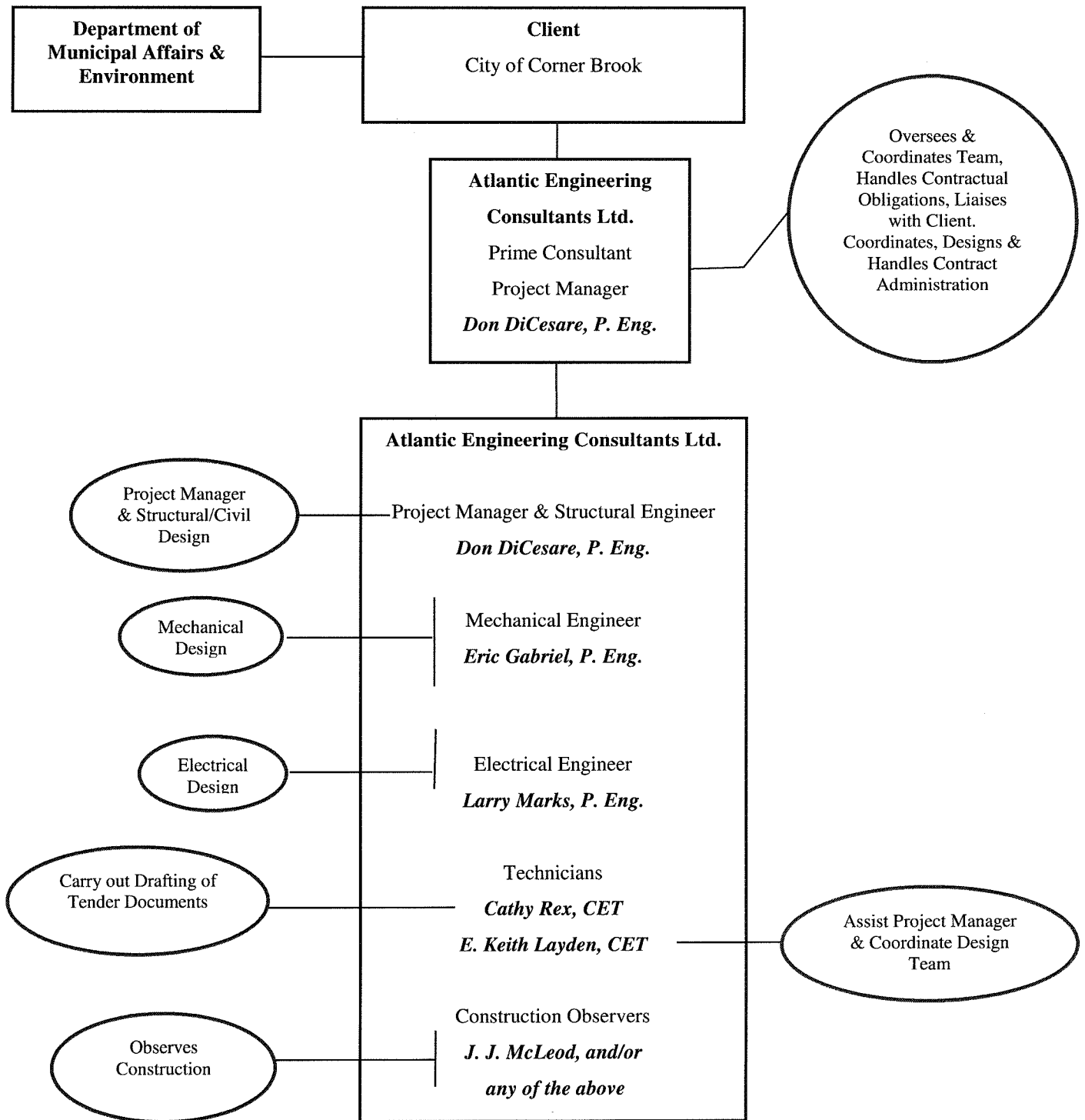
Attach the following:

- List of proposed Sub-Consultants N/A
- Organization Chart
- List of Key Staff and per diem rates
- List of assigned staff and per diem rates
- Identification of number of person site visits and costs per site visit.
- Enter Description
- Enter Description



ORGANIZATIONAL CHART & PERSONNEL ROLES

ORGANIZATIONAL CHART



SCHEDULE "B"**SPECIAL TERMS AND CONDITIONS (as necessary)**

All Special Terms and Conditions must be reviewed by both the Department of Municipal Affairs and Department of Justice, Government of Newfoundland and Labrador.

Enter Special Terms and Conditions

OR

1. No Special Terms and Conditions

SCHEDULE "C"**GENERAL TERMS AND CONDITIONS****Article - 1. PAYMENT****1.1 Consideration**

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with either Option 1, 2 or 3 below.

Payment Option #1 ☒ Selected Option

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, Twenty six thousand, seven hundred and sixteen dollars

(\$ 26,716.00) (plus HST) in accordance with the following payment schedule:

(i) Schedule II

Payment Option #2 ☐ Selected Option

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, the following time rate schedule for activities actually expended in performance of the Work (plus HST):

(i) Person / Professional Designation - Hourly Rate

Payment Option #3 ☐ Selected Option

Subject to Article 1.3, upon the satisfactory completion of the Work and the presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, \$, the absolute limit on Cost of Services (plus HST).

1.2 Reimbursement of Expenses

It is agreed and understood that reimbursements for the Prime Consultant's expenses pursuant to this Agreement shall be made in accordance with either Option A and/or B or C below.

Reimbursement Option A ☐ Selected Option

The Client shall only be responsible for the following mutually agreed expenses to be incurred by the Prime Consultant; such as travel, meals, accommodations, printing and duplicating, courier, long distance telephone, cell phones, facsimile charges, etc.

at the agreed fixed fee in the amount of \$ 0 . This amount must be included in Schedule II on the line entitled "Prime Consultant Project Expenses for Above Services".

(i) Enter Specific Reimbursible Items



Reimbursement Option B ☒ Selected Option

The Client shall only be responsible for the following reimbursable expenses, payable at cost, provided the Prime Consultant can demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement. This amount is estimated at \$ and must be included in Schedule II on the line entitled "Prime Consultant Project Expenses for Above Services".

- (i) Concrete Testing
Compaction Testing

Reimbursement Option C ☐ Selected Option

The Client shall not be responsible for any expenses incurred by the Prime Consultant, including, without limitation, out of pocket expenses such as travel, meals, accommodations, legal advice, support staff, printing and duplicating, courier, long distance telephone and/or facsimile charges, without the prior written approval of the Client.

All claims submitted for reimbursable expenses in accordance with this Article 1.2 shall be reimbursed at rates not to exceed those established by Treasury Board pursuant to the guidelines and policies of the Client even if such rates are lower than the actual costs incurred by the Prime Consultant.

1.3 Payment General

- (a) Regardless of the payment option selected in Article 1.1 and/or 1.2, the Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of Thirty four thousand, one hundred and seventy three dollars and forty cents.
(\$ 34,173.40).
- (b) The Prime Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Prime Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).
- (c) The Parties agree and confirm ~~that as set out in section 25(6) of the Financial Administration Act, RSNL 1990 cF-6, as amended,~~ all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.
- (d) Payment will be made within 60 calendar days of receipt of a properly documented invoice. The Client shall within thirty (30) days of the execution of this Agreement should the Prime Consultant request the same provide direction to the Prime Consultant as to what constitutes a properly documented invoice.
- (e) All invoices shall clearly show the amount of HST billed by the Prime Consultant as a separate item.

- (f) The Prime Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Prime Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Prime Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.
- (g) The Client shall not be responsible to pay any amounts invoiced by the Prime Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Prime Consultant is responsible.
- (h) The Prime Consultant shall submit invoices to the Client:

 City of Corner Brook
 5 Park Street, PO Box 1080
 Corner Brook, NL A2H 6E1

Article - 2. INFORMATION SUPPLIED BY THE CLIENT

- 2.1 The Client will furnish to the Prime Consultant all available information necessary for the performance of the Work. The Client makes no guarantee either expressed or implied as to the accuracy of the information supplied. The Prime Consultant shall review the information for accuracy and applicability.
- 2.2 Where discrepancies, omissions or obscurities in the information are evident, the Prime Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article - 3. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

- 3.1 For the purposes of this Article "Confidential Information" means:
 - (a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;
 - (b) all information acquired by the Prime Consultant, the Prime Consultant's employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;
 - (c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the services or in any way related thereto;

- (d) all personal information, as defined from time to time under the *Access to Information and Protection of Privacy Act*, SNL 2002 cA-1.1, to mean recorded information about an identifiable individual, including,
 - (i) the individual's name, address or telephone number,
 - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,
 - (iii) the individual's age, sex, sexual orientation, marital status or family status,
 - (iv) an identifying number, symbol or other particular assigned to the individual,
 - (v) the individual's fingerprints, blood type or inheritable characteristics,
 - (vi) information about the individual's health care status or history, including a physical or mental disability,
 - (vii) information about the individual's educational, financial, criminal or employment status or history,
 - (viii) the opinions of a person about the individual, and
 - (ix) the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the Services or in any way related thereto;
- (e) all information that is developed based upon Confidential Information including the work product of the Prime Consultant, the Prime Consultant's employees, servants and/or agents; and
- (f) Confidential Information shall not include any information which:
 - (i) at the time such information was provided to the Prime Consultant was or thereafter became part of the public domain through no act or omission of the Prime Consultant or the Prime Consultant's Representatives; or
 - (ii) is information which the Prime Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Prime Consultant free of obligations of confidentiality to the Client.

3.2 The Prime Consultant shall treat all Confidential Information acquired by the Prime Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Prime Consultant shall give the Client prompt notice of the requirement

upon becoming aware that such disclosure is required. Where circumstances do not permit the Prime Consultant to provide such notice prior to disclosure, the Prime Consultant shall provide such notice to the Client immediately after the required disclosure.

- 3.3 The Prime Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.
- 3.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Prime Consultant in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Client and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Prime Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Prime Consultant pursuant to the terms of this Agreement. The Prime Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Prime Consultant, at law or in equity, and that the Prime Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Prime Consultant's possession.
- 3.5 The Prime Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Prime Consultant, the Prime Consultant's employees, servants and/or agents, and shall certify the destruction of same to the Client. However, nothing in this Agreement shall preclude the Prime Consultant's privilege to retain copies of documents provided to it or prepared by it in connection with the Work, provided such documents are kept in a secure manner, are used by the Prime Consultant solely for the purposes of defending itself against claims arising from the Work of the Contract, and that the aforesaid documentation is destroyed or returned to the Client at the end of all limitation periods for commencing any action in connection with the Work or upon the conclusion or settlement with finality of any claim or action with respect to the Work.
- 3.6 The Prime Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Prime Consultant, the Prime Consultant's employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the *Access to Information and Protection of Privacy Act*, the *Management of Information Act*, SNL 2005, cM-1.01, and the *Privacy Act*, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Prime Consultant's operation. The Prime Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Prime Consultant, and the Prime Consultant's employees, servants and/or agents.

- 3.7** The Prime Consultant shall ensure that it, and the Prime Consultant's employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:
- (a) at a minimum, using the same level of physical and electronic security as the Prime Consultant employs to avoid disclosure or dissemination of the Prime Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of the Prime Consultant's employees, servants or agents other than those who are required to have access to the same to properly perform the services under this Agreement;
 - (b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;
 - (c) ensure all employees, servants and/or agents of the Prime Consultant comply with all policies, standards and safeguards established under this Article;
 - (d) advise the Client of any changes in the Prime Consultant's security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and
 - (e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "D", unless otherwise advised by the Client, and this includes:
 - (i) complying with all alterations or updates of Schedule "D" as may be provided to the Prime Consultant from time to time; and
 - (ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule "D" and this Article.
- 3.8** The Prime Consultant shall only disclose Confidential Information to persons other than the Prime Consultant's employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule "D".
- 3.9** The Prime Consultant shall:
- (a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Prime Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Prime Consultant;

- (b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;
- (c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;
- (d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Information; and
- (e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at: <http://www.justice.gov.nl.ca/just/info/privacybreach.html>

Article - 4. EMPLOYEES OF THE PRIME CONSULTANT

- 4.1** The Prime Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Prime Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Prime Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person concerned was involved and may refuse to approve payment for such Work.
- 4.2** The Prime Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

Article - 5. ACCESS TO FACILITIES

- 5.1** The Client agrees to provide, access to the project site for the Prime Consultant to perform the Work during Client office hours.
- 5.2** When using or accessing the premises of the Client, the Prime Consultant and all officers, employees and agents of the Prime Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

Article - 6. RECORDS AND AUDIT

- 6.1** The Prime Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.
- 6.2** The Prime Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article - 7. TERMINATION

- 7.1** This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and the payment(s), as stipulated in the Agreement, has been issued to the Prime Consultant.
- 7.2** Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.
- 7.3** Where this Agreement is terminated prior to the mutually agreed upon completion date, the Prime Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Prime Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article - 8. NOTICES

- 8.1** All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:

Marina Redmond - City Clerk

City of Corner Brook
5 Park Street, PO Box 1080
Corner Brook, NL A2H 6E1

Phone: (709) 37 - 1552

Fax: (709) 37 - 1625

Email: ageorge@cornerbrook.com

For the Prime Consultant:

Donald J. DiCesare

Atlantic Engineering Consultants Ltd.
34 Main Street
Corner Brook, NL A2H 1C3

Phone: (709) 34 - 3612

Fax: (709) 34 - 4628

Email: djdicesare@aecl.nfld.net

8.1 Notices, requests or documents shall be deemed to have been received by the addressee as follows:

- (a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
- (b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and *(unless a notification to the contrary is received)*
- (c) ~~Six (6) days after delivery to Canada Post Corporation where the postal service is used.~~ *As of the date indicated as received on a Canada Post Corporation registered mail delivery confirmation receipt.*

Article - 9. LIABILITY

9.1 The Prime Consultant agrees that in performance of the Work neither the Prime Consultant nor any Prime Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

9.2 The Client shall not be liable for, and the Prime Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the negligence or default of the Prime Consultant under this Agreement, including the negligence or default of any Sub-Consultant chosen by the Prime Consultant. Except to the extent that such losses, costs, charges or expenses as are referenced in this clause are caused by the negligence or default of the Client under this Agreement, the Prime Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Where the Prime Consultant fails to defend such an action, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Prime Consultant.

Article - 10. COMPLIANCE WITH LAW

10.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Prime Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

10.2 The Prime Consultant shall ensure that the Prime Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Prime Consultant or the Prime Consultant's Representatives in the performance of the Work.

Article - 11. ARBITRATION

- 11.1** In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, the parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.
- 11.2** In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either party may give the other notice of such dispute and request third party mediation thereof.
- 11.3** Should the parties not agree to third party mediation or the matter in dispute between the parties not be resolved by mediation, then in the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Articles 11.1 and 11.2), either party may give the other notice of such dispute and request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the *Arbitration Act*, RSNL 1990 cA-14, including such provisions for the appointment of arbitrators.

Article - 12. LAWS GOVERNING

- 12.1** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article - 13. USE OF WORK

- 13.1** The Client shall have the right to use the Work or variations thereof in other operations of the Client.
- 13.2** With respect to 13.1 the Prime Consultant's liability to the Client for and in respect of the Work is solely limited to the project described in this Agreement.

Article - 14. CONFLICT OF INTEREST

- 14.1** No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.
- 14.2** The Prime Consultant and the Prime Consultant's Representatives:
 - (a) shall conduct all duties related to this Agreement with impartiality;

- (b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
- (c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
- (d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 15. SUB-CONTRACTORS

- 15.1** The Prime Consultant shall not sub-contract all or a portion of the Work without the prior written approval of the Client which consent will not be unreasonably withheld.
- 15.2** The entry into any sub-contract shall not relieve the Prime Consultant of any of its obligations under the terms of this Agreement.

Article - 16. GENERAL

- 16.1** Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.
- 16.2** Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.
- 16.3** Time shall be of the essence of this Agreement.
- 16.4** The failure of the Client to insist upon or enforce in any instance strict performance by the Prime Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.
- 16.5** If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.
- 16.6** The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 16.7** This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.
- 16.8** The Prime Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.

SCHEDULE D
Protocols for Security of Government Information on Information Technology Assets of
Contractors

The Prime Consultant should confirm with the Client and Department of Municipal Affairs whether the Prime Consultant will be required to use information technology resources, including computers, of the Client or the Government of Newfoundland and Labrador in the conduct of the work under the Contract. The following requirements apply where the Prime Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Client or Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Prime Consultant's own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/ or store Confidential Information where either the Confidential Information or the device or media is encrypted.
- Unless specifically authorized by the Prime Consultant's Contract or otherwise, the Prime Consultant is not permitted to attach non-government computers or other information technology systems to any Client or Government network.
- The Prime Consultant is expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.
- The Prime Consultant is not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.
- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.
- Where a Prime Consultant will be granted access to the Client or Government computer network during the course of the work, in addition to the requirements noted above, the Prime Consultant shall not:
 - Share personal computer drives or folders on a computer accessing the network; or
 - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.
- These requirements apply to the Prime Consultant and all employees, servants and/or agents or permitted Sub-Consultants of the Prime Consultant, and it is the responsibility of the Prime Consultant to ensure that all such employees, servants and/or agents or permitted Sub-Consultants are aware of these restrictions and are in compliance herewith.
- For the purposes of Schedule D, routine exchanges of design and construction information between the Client, the Prime Consultant and the Prime Consultant's Sub-Consultants that is of a non confidential nature need not be encrypted.

REQUEST FOR DECISION

SUBJECT: **Downtown Business Association – Board Appointments**

DESCRIPTION: The Downtown Business Improvement Areas Regulations set out the parameters in which the board members of the Downtown Business Association (DBA) are appointed. The board consists of at least six, and not more than twelve members appointed by Council on an annual basis. The DBA recently held its Annual General Meetings and provided names as eligible nominees to the board.

Under the regulations, Council also has the responsibility to set the size of the board, as well as to appoint the Board members. The appointments that are being considered today and based upon the eligible nominations put forth by the DBA.

PROPOSED MOTION: It is **RESOLVED** to set the number of members of the Board of the Downtown Business Association for 2018-19 at nine members.

It is **FURTHER RESOLVED** to appoint the following members to the Board of the Downtown Business Association for 2018-19:

- Diane Starling
- Clarence Bennett
- Chris Buckle
- Jodi Basha
- Rob Ash
- Eddy Kennedy
- Jessi Martin
- Andrew Peddle
- Linda Chaisson

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: The nominees that were provided by the DBA to ensure eligibility in accordance with the regulations. The above listed individuals meet the eligibility as of September 4, 2018.

Legislative Authority:

Estimated Cost:

Budget Line Item:

STANDING COMMITTEE COMMENTS:

BACKGROUND:

Report/Document:

Submitted by: Dale Park

Date: September 4, 2018

Reviewed by: _____

Date: _____

REQUEST FOR DECISION

Community, Engineering, Development and Planning

SUBJECT: Approval to initiate Section 14 – Public Consultation MP_DR18-09 – ATV/Snowmobile Trails

DESCRIPTION: These amendments will allow Council to consider ‘ATV/Snowmobile trail’ use on a discretionary basis throughout the Municipal Planning Area while bringing existing trails into conformity with the Municipal Plan and Development Regulations. These amendments are in response to a Crown Land application for the Western Snowmobile Federation to expand a trail network in the Rural area to the south of the City. No additional trails are proposed at this time, however, the amendments will allow Council to condone future trail development utilizing only URPA section 14 for Public Consultation (newspaper) as opposed to a full section 18 Public Hearing with retained Commissioner.

PROPOSED MOTION:

It is **RESOLVED** to authorize staff carry out a public consultation process, as per section 14 of the Urban and Rural Planning Act (2000), in order to seek public input with respect to the proposed Municipal Plan Amendment MP18-09 and Development Regulations Amendment DR18-09, being text amendments to the 2012 Integrated Municipal Sustainability Plan (IMSP) and the 2012 Development Regulations (DR) that will:

- add ‘ATV/Snowmobile trail’ use to IMSP Policy 2.4.3 (I3) (The City Connections-Infrastructure Goals),
- amend IMSP Policy 8.6.3(05) Winter City Policies to allow ‘ATV/Snowmobile trail’ use in any land use designation and allowing Council to promote and support initiatives that identify Corner Brook as a winter city tourist destination,
- amend IMSP Policy 8.7.3(05) Healthy Communities Policies: to add ‘ATV/Snowmobile trail’ use and other outdoor activities that occur in the Corner Brook area to the list of recreational opportunities supported by Council,
- amend Policy 8.10.3(05) Tourism Policies: to show Council support for the continuous development of the former CN Railway as a provincial park utilized for both non-motorized and motorized recreation,
- add a new definition of ‘ATV/Snowmobile trail’ use to DR Schedule A – Definitions,
- add ‘Motorized Recreation’ as a use class and adding ‘ATV/Snowmobile trail’ as a use thereof to DR Schedule B: Classification of Uses of Land and Buildings, and
- add Regulation No. ‘129.1 – Uses Permitted in All Zones ‘, which allows Council to consider new ‘ATV/Snowmobile trail’ use as a discretionary use throughout the Municipal Planning Area.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: Complete the amendments as proposed, including public consultation. Following receipt of public input, Council can decide to submit to Municipal Affairs for adoption and scheduling of a Public Hearing as per s. 17 and s.18 URPA.

Legislative Authority:

- Urban and Rural Planning Act: **Section (s): 14**

Estimated Cost: Newspaper advertising – City Central ad

Budget Line Item: Municipal Plan Amendments #721210

Communication Strategy:

The proposed amendment(s) must be advertised as per the URPA s. 14 to satisfy public consultation requirements. A Notice of Public Consultation will be posted once in the Western Star requesting written comments/representations from the public that may support or oppose the amendments. The same will be advertised on the City’s IMSP /

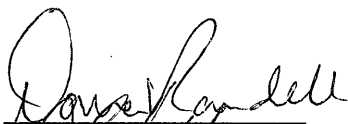
Development Regulation Amendments web page, and posted in the lobby at City Hall. The next required public communication in the newspaper will follow Councils decision to adopt and advertise for a Public Hearing.

STANDING COMMITTEE COMMENTS: Implication:

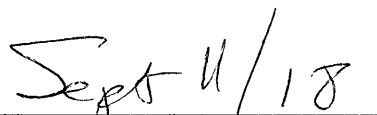
BACKGROUND: Report/Document:

- Location Mapping
- 2012 IMSP Policy 2.4.3 – City Connections (Existing and Proposed)
- 2012 IMSP Policy 8.6 – Winter City (Existing and Proposed)
- 2012 IMSP Policy 8.7 – Healthy Communities (Existing and Proposed)
- 2012 IMSP Policy 8.10 – Tourism (Existing and Proposed)
- 2012 Development Regulations No. 129 (Existing and Proposed)
- 2012 Development Regulation Schedule A (Proposed) – Definitions
- 2012 Development Regulation Schedule B (Existing & Proposed) – Classification of Uses of Land and Buildings

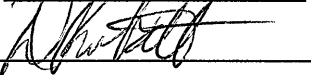
Submitted by:



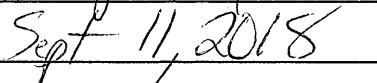
Date:

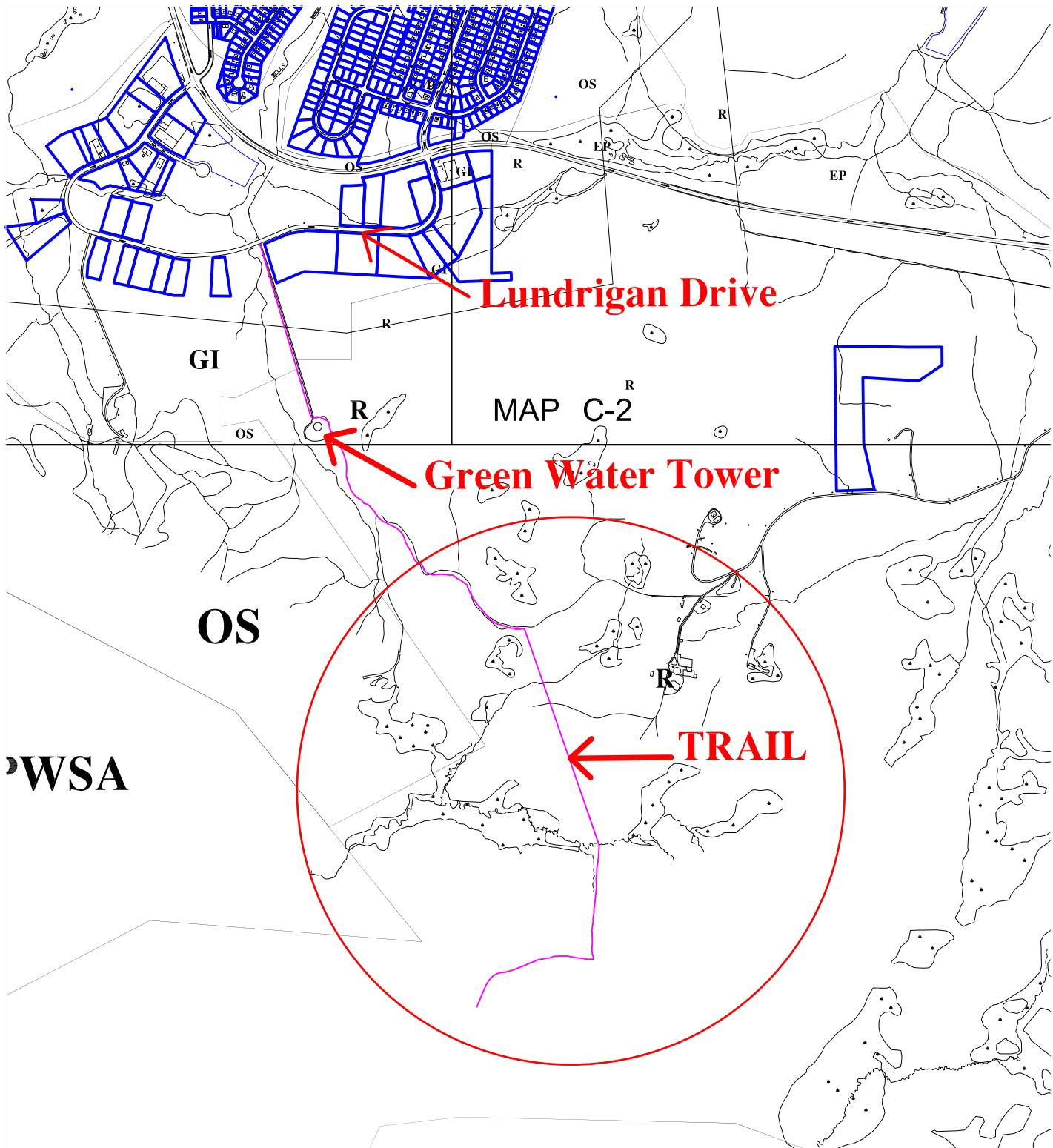


Reviewed by:



Date:






CITY OF CORNER BROOK

PROJECT TITLE:
**INTEGRATED MUNICIPAL
SUSTAINABILITY PLAN 2012 &
DEVELOPMENT REGULATIONS 2012**

DRAWING TITLE:

MP & DR AMENDMENT 18-09

 City of Corner Brook Community Services Department Planning Division	DATE: Aug 2018	
	SCALE: 1:15,000	

DESCRIPTION

TEXT AMENDMENTS TO PERMIT MOTORIZED RECREATION

THIS MAP IS A GRAPHICAL REPRESENTATION OF THE CITY OF CORNER BROOK
SHOWING THE APPROXIMATE LOCATION OF ROADS, BUILDINGS AND OTHER
ELEMENTS. THIS MAP IS NOT A LAND SURVEY AND IS NOT INTENDED TO BE
USED FOR LEGAL DESCRIPTIONS.

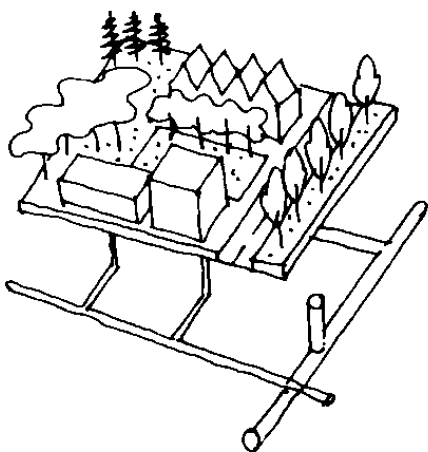
FOR LOCATION PURPOSES ONLY:

The trail subject to this amendment already exists (non-conforming use). A
Municipal Plan amendment is required to create applicable policies that
support a zoning amendment to recognize motorized recreation within the
Development Regulations. No additional trails are proposed at this time.



2.4.2 The Natural City: Environmental Goals

- E1. Promote development that supports a sustainable community that is sensitive to the natural environment and creates awareness of the natural heritage system.
- E2. Protect and manage the quality and supply of surface water resources in and adjacent to the City, managing development so that it does not negatively impact these resources.
- E3. Encourage activities that promote climate change mitigation by reducing the emission of air pollutants and greenhouse gases.
- E4. Respect and encourage the protection and enhancement of the natural environment and other distinctive features of the landscape to support a healthy ecosystem within and beyond City limits.
- E5. Develop an interconnected system of natural areas and features with public access points.
- E6. Promote and protect the integrity of the area's topography as a guiding feature of development, ensuring development proceeds in a safe and efficient manner.
- E7. Reduce the amount of waste being produced and develop capacity for local waste reduction, recycling and reuse.



EXISTING POLICY

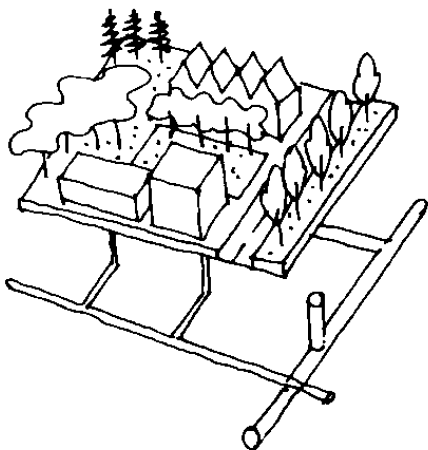
2.4.3 The City Connections: Infrastructure Goals

- I1. Ensure that development will be staged in a manner that makes full and best use of existing water, stormwater, sewer and emergency services to enhance the affordability and efficiency of infrastructure.
- I2. Develop and maintain a safe and efficient transportation system in the City that provides for all modes of travel, all ages and abilities, and supports the pattern of land use in the City.
- I3. Develop an interconnected trail system including bicycle trails where appropriate that runs throughout the City, links with regional trail systems, and allows individuals opportunities for alternative modes of transportation and recreation.
- I4. Focus on developing and improving the physical connections between key destinations and focal area in the City including the downtown core, significant commercial areas, educational institutions, key open spaces and the waterfront.
- I5. Encourage economically and environmentally appropriate incorporation of renewable energy to diversify the energy supply to municipal systems infrastructure on a residential, commercial and



2.4.2 The Natural City: Environmental Goals

- E1. Promote development that supports a sustainable community that is sensitive to the natural environment and creates awareness of the natural heritage system.
- E2. Protect and manage the quality and supply of surface water resources in and adjacent to the City, managing development so that it does not negatively impact these resources.
- E3. Encourage activities that promote climate change mitigation by reducing the emission of air pollutants and greenhouse gases.
- E4. Respect and encourage the protection and enhancement of the natural environment and other distinctive features of the landscape to support a healthy ecosystem within and beyond City limits.
- E5. Develop an interconnected system of natural areas and features with public access points.
- E6. Promote and protect the integrity of the area's topography as a guiding feature of development, ensuring development proceeds in a safe and efficient manner.
- E7. Reduce the amount of waste being produced and develop capacity for local waste reduction, recycling and reuse.



PROPOSED POLICY

2.4.3 The City Connections: Infrastructure Goals

- I1. Ensure that development will be staged in a manner that makes full and best use of existing water, stormwater, sewer and emergency services to enhance the affordability and efficiency of infrastructure.
- I2. Develop and maintain a safe and efficient transportation system in the City that provides for all modes of travel, all ages and abilities, and supports the pattern of land use in the City.
- I3. Develop an interconnected trail system including bicycle, walking, skiing, snowshoeing, ATV/snowmobile, and multi-use trails where appropriate that runs throughout the City, links with regional trail systems, and allows individuals opportunities for alternative modes of transportation and recreation.
- I4. Focus on developing and improving the physical connections between key destinations and focal area in the City including the downtown core, significant commercial areas, educational institutions, key open spaces and the waterfront.
- I5. Encourage economically and environmentally appropriate incorporation of renewable energy to diversify the energy supply to municipal, commercial and industrial scale.

motorists and pedestrians. All street design standards shall be in accordance with standards adopted by the City of Corner Brook. City streets will be designed of an appropriate width to accommodate proper snow clearing measures for the particular type of street.

03. The construction of new dwellings, buildings and other structures will conform to the snowfall load and insulation requirements of the National Building Code of Canada and be enforced by the City's Development Inspection Division to ensure compliance with the Code and conservation of energy resources.
04. Snow clearing of city streets will receive priority during winter public works operations to ensure the safety and functioning of the street network. This will normally be based on the hierarchical street system, where major arterial and collector streets will be cleared first to ensure that emergency vehicle operations are not impaired.
05. The Authority will promote and support initiatives that identify and reinforce Corner Brook as a winter city tourist destination.

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) " The Authority will promote and support initiatives that identify and reinforce Corner Brook as a winter city tourist destination, including:

U" h.Y YgHUV]g\ a Ybhždfca chcbžcf WYU]cb'cZa i 'h]i gY'fU]g' UbX'gdYVWZWI gY'fU]g]bW X]b[žcfgY'f]X]b[žhiking, skiing gbck g\cY]b[žUbX'5HJ #Gbck a cV]Y'fU]g'cf trail linkages k]h]b'Ubm'UbX'i gY'XYg]] bU]cb]XYbh]ZYX'cb the ; YbYfU]nYX: i h fY'@UbX'i gY'A Udg'5/ '6.

b. h.Y YgHUV]g\ a Ybhždfca chcbžcf WYU]cb'cZci hXccf off-road race tracks for both motorized and non-motorized recreation, within the Rural and Open Space land use designations.

c. establishing potential program partnerships to promote both Marble Mountain and the Blow-Me-Down Cross Country Ski Park in order to help facilitate and encourage national ski and winter events in the city.

management practices, system of open space and recreational facilities, efficient and well maintained road transportation system, improved pedestrian and cycling systems, and a mix of residential housing areas.

03. The Authority shall continue to work with housing corporations and local developers to acquire and make available land for affordable residential development, including municipal plan policies for mixed and multi-generational housing.
04. The Authority shall continue to encourage economic development within the city and promote Corner Brook as a good place to conduct business, both locally and regionally.
05. Promote Corner Brook as a world class recreation destination offering alpine and cross country skiing, hiking, boating, and other sporting and recreational experiences.
06. Support and expand recycling programs and initiatives through its own initiatives and by local organizations and government departments.
07. To continue to work cooperatively with other municipalities in the region to develop improved solid waste management practices.
08. Support community gardens and other community initiatives or strategies that promote locally grown food. Such initiatives shall be at the discretion of the authority and be assessed for various factors including but not limited to suitability of location, availability of services, adequate parking , site access and scale of proposal. Such initiatives shall also require public consultation, the scale and type to be determined by the Authority. Strategic Opportunities for future consideration may include, but are not limited to the following:
 - Community Food Assessment
 - Urban agricultural strategy/guidelines
 - Municipal Composting Program
09. To implement improved landscaping and maintenance requirements for all residential, commercial and industrial properties.
10. To continue to develop and support alternative, safe and efficient pedestrian and cycling transportation systems.
11. Support the continued development and maintenance of the city's natural resource areas such as the Corner Brook Stream Trail Network and Appalachian Trail through representation on project development committees and by providing an appropriate level and type of assistance.
12. To develop a public art program to acquire and maintain a diversity of art and interpretation.

management practices, system of open space and recreational facilities, efficient and well maintained road transportation system, improved pedestrian and cycling systems, and a mix of residential housing areas.

03. The Authority shall continue to work with housing corporations and local developers to acquire and make available land for affordable residential development, including municipal plan policies for mixed and multi-generational housing.
04. The Authority shall continue to encourage economic development within the city and promote Corner Brook as a good place to conduct business, both locally and regionally.
05. The Authority shall promote Corner Brook as a world class outdoor recreation destination offering alpine skiing, ATV/snowmobile trail networks, boating, cross country skiing, fishing, hiking, hunting, mountain bike trails, whale and wildlife watching, zip lining, and other sporting and recreational experiences.
06. Support and expand recycling programs and initiatives through its own initiatives and by local organizations and government departments.
07. To continue to work cooperatively with other municipalities in the region to develop improved solid waste management practices
08. Support community gardens and other community initiatives or strategies that promote locally grown food. Such initiatives shall be at the discretion of the authority and be assessed for various factors including but not limited to suitability of location, availability of services, adequate parking , site access and scale of proposal. Such initiatives shall also require public consultation, the scale and type to be determined by the Authority. Strategic Opportunities for future consideration may include, but are not limited to the following:
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- %&" To develop a public art program to acquire and maintain a diversity of art and interpretation.

02. Through its business and community service departments, and in conjunction with other business and service organizations and the provincial government, the Authority shall support the development of a long term tourism strategy to ensure future tourism development potential.
03. Where appropriate, when assessing proposals for development in the city, the Authority may request value added amenities or technologies which support tourism and a greater degree of use and enjoyment by residents and visitors.
04. The Authority supports the continued development and promotion of both Marble Mountain and the Blow-Me-Down Cross Country Ski Park in order to help facilitate and encourage national ski events in the city.
05. The Authority supports other winter recreational activities that promote Corner Brook's role as a winter city and this is highlighted and celebrated during the annual Winter Carnival event.
06. Consideration shall be given to the year-round use of the city's recreational facilities for appropriate winter activities/events.

2. Through its business and community service departments, and in conjunction with other business and service organizations and the provincial government, the Authority shall support the development of a long term tourism strategy to ensure future tourism development potential.
3. Where appropriate, when assessing proposals for development in the city, the Authority may request value added amenities or technologies which support tourism and a greater degree of use and enjoyment by residents and visitors.
4. The Authority supports the continued development and promotion of both Marble Mountain and the Blow-Me-Down Cross Country Ski Park in order to help facilitate and encourage national ski events in the city.
5. The Authority shall promote and support the continuous development of the abandoned Canadian National Railway line as a linear provincial park where both non-motorized and ATV/ Snow-mobile trail use is permitted, and provides a continuous link, where possible, to and from the City for local and tourist travel.
6. The Authority supports other winter recreational activities that promote Corner Brook's role as a winter city and this is highlighted and celebrated during the annual Winter Carnival event.
7. Consideration shall be given to the year-round use of the city's recreational facilities for appropriate winter activities/events.

EXISTING REGULATION**PART V – Use Zones**

Page 76

128. DISCRETIONARY USES

Subject to these Regulations, the uses that fall within the Discretionary Use Classes set out in the appropriate Use Zone Table in Schedule C may be permitted in that Use Zone if the Authority is satisfied that the development would not be contrary to the general intent and purpose of these Regulations, the Municipal Plan, or any further scheme or plan or regulation pursuant thereto, and to the public interest, and if the Authority has given notice of the application in accordance with Regulation 26 and has considered any objections or representations which may have been received on the matter.

129. USES NOT PERMITTED

Uses that do not fall within the Permitted Use Classes or Discretionary Use Classes set out in the appropriate Use Zone Tables in Schedule C, shall not be permitted in that Use Zone.

This regulation applies to all parking areas, driveways, accesses, uses and areas or activities defined as development that area subsidiary to, associated with and/or connected to the permitted or discretionary use.

PART V – Use Zones

Page 76

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129.1 USES PERMITTED IN ALL ZONES

Despite any other regulation and in accordance with the following table, the uses hereunder shall be considered as permitted or discretionary by Council in any zone within the Municipal Planning Area.

PERMITTED USES

DISCRETIONARY USES

- **ATV/Snowmobile Trails**

SCHEDULE A: Definitions

Page 79

(10) 1 sow or breed sow (including weaners and growers based on 453.6 kg = 1 unit);

(11) X turkeys, ducks, geese (based on 2,268 kg = 1 unit).

ANTENNA: Any exterior apparatus such as wires, poles, rods, or reflecting dishes used for the transmission or reception of television, radio, telephone or data signals from other antennae or satellites.

APARTMENT BUILDING: A building containing three or more dwelling units, but does not include a row dwelling or a single dwelling with a subsidiary apartment.

APPLICANT: A person who has applied to the Authority for approval or a permit to carry out a development.

APPEAL BOARD: The appropriate Appeal Board established under the Act.

APPROVAL IN PRINCIPLE: The preliminary approval of an application relating to the development subject to later submission to the Authority, for consideration and approval, which does not permit development, of details not stated in the application.

ARTERIAL STREET: The streets in the Planning Area constituting the main traffic arteries of the area and may be defined as arterial streets or highways in the Municipal Plan or on the Zoning Map.

ATV/SNOWMOBILE TRAIL: Means a single trail or network of trails, corridors, and/or accesses designed mainly for use by motorized snow vehicles or all-terrain vehicles (as defined under the *Motorized Snow Vehicles and All-Terrain Vehicles Regulations, CNLR 1163/96*). In addition to off-street facilities, this use may also include portions of the street right-of-way that may serve as linkages within the trail network. As accessory to an ATV/Snowmobile trail, this use may also incorporate active transportation modes including, but not limited to, hiking, horse riding, walking/running, cycling, cross country ski-ing, or snow-shoeing,

AUTHORITY: The Council of the City of Corner Brook or its employees so designated by

SCHEDULE B: Classification of Uses of Land and Buildings**EXISTING REGULATION**

G. NON BUILDING USES	1. Uses not directly related to building (continued)		Plants
		(h) Solid Waste	<ul style="list-style-type: none"> • Solid Waste Disposal • Sanitary Land Fill • Incinerators
		(i) Animal	<ul style="list-style-type: none"> • Animal Pounds • Kennels • Zoos • Animal Breeders (other than domestic dogs or cats)
		(j) Antenna	<ul style="list-style-type: none"> • TV, Radio and Communications Transmitting and Receiving Masts and Antennae
		(k) Transportation	<ul style="list-style-type: none"> • Airfields • Railway Yards • Docks and Harbours • Bus Terminals

SCHEDULE B: Classification of Uses of Land and Buildings**PROPOSED REGULATION**

G. NON BUILDING USES	1. Uses not directly related to building (continued)		Plants
		(h) Solid Waste	<ul style="list-style-type: none"> • Solid Waste Disposal • Sanitary Land Fill • Incinerators
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		(j) Antenna	<ul style="list-style-type: none"> • TV, Radio and Communications Transmitting and Receiving Masts and Antennae
		(k) Transportation	<ul style="list-style-type: none"> • Airfields • Railway Yards • Docks and Harbours • Bus Terminals
		(l) Motorized Recreation	<ul style="list-style-type: none"> • ATV/Snowmobile Trail

REQUEST FOR DECISION

Community, Engineering, Development and Planning

SUBJECT: Discretionary Use – Animal Boarding – 39-41 Main Street, Corner Brook, NL

DESCRIPTION: This is in reference to an application the City received on February 27th, 2018 requesting permission to have “animal boarding” on the property located at 39-41 Main Street, Corner Brook, NL.

A text amendment was completed by the planning department and gazetted on August 17th, 2018 to include the “animal” classification of use as a discretionary use in the DTC zone of the City’s development regulations for the indoor kenneling of non-canine house pets.

The public Notice was published in the Western Star on August 25th, 2018 and a notice to occupants sent out on August 21st, 2018. The deadline for comments was September 1st, 2018. There was only one comment received which stated they had no objection to the development.

PROPOSED MOTION: “It is resolved pursuant to Section 11 of the *City of Corner Brook 2012 Development Regulations* that Council in its authority, approve the application for the proposed “animal” use at the property located at 39-41 Main Street, Corner Brook, NL.”

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: It is recommended that the authority approve the application for the proposed animal use at 39-41 Main Street, Corner Brook, NL.

Legislative Authority:

- Policy and/or Regulation: Section 11 - City of Corner Brook Development Regulations (Discretionary Powers of Authority)

STANDING COMMITTEE COMMENTS:

Implication: N/A.

BACKGROUND:

Report/Document: Memo, Public Notice, Notice to Occupant, Map

Submitted by: 

Date: Sept. 11, 2018

Reviewed by: 

Date: Sept 11, 2018

REQUEST FOR DECISION

SUBJECT: CONFIRMATION OF ORDER

DESCRIPTION: Confirmation of Order 2018-01

Since the previous meeting of Council the following Order was issued by the Department of Community Development & Planning and therefore must be confirmed by Council pursuant to Section 109(4) of the Urban and Rural Planning Act:

Order #	Date of Issue	Civic Address	Violation/Section	Order
2018-01	September 10, 2018	36 Water St	Section 30 of the City of Corner Brook Development Regulations	Stop Work Order

Section 109(4) of the Urban and Rural Planning Act 2000, requires that all orders issued by the Authority be confirmed by a majority of Council at the next meeting of the Council after the order is made. If the order is not confirmed by Council in this manner, it shall be considered to be cancelled.

PROPOSED MOTION:

In accordance with Section 109(4) of the Urban and Rural Planning Act the following order is hereby confirmed by Council:

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation:

Staff is recommending that this order be confirmed by council.

Legislative Authority:

Urban and Rural Planning Act (2000): Section 109(4)

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document: Order Number 2018-01

Submitted by: 

Date: Sept. 13/18.

Reviewed by: 

Date: Sept 13, 2018



STOP WORK ORDER

2018-01

To:

Corner Brook, NL
A2H 3E8

WHEREAS you are identified as the owner of 36 Water Street, Corner Brook, NL

AND WHEREAS the City of Corner Brook has concluded that you are carrying out the construction of the foundation for the proposed dwelling.

AND WHEREAS you and your engineer have been notified on several occasions that the construction of the rock pad does not represent the approved design that was completed by Way Engineering, dwg. #'s C3 & C4.

AND WHEREAS the latest design submittal by Way Engineering that was received on September 9, 2018 is not acceptable by the City of Corner Brook.

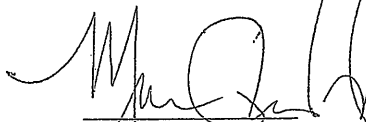
YOU ARE HEREBY ORDERED under Section 30 of the City of Corner Brook Development Regulations and section 102 of the Urban and Rural Planning Act to stop all work immediately and submit the required documentation regarding the construction of the rock pad for review and approval by the City of Corner Brook.

Under Section 106 of the Urban and Rural Planning Act, 2000 any person who contravenes an order made under the act is liable, upon summary conviction, to a fine of not less than \$500 and not more than \$1000 for the first offence, or in default of payment a period of imprisonment not exceeding three months, and a fine of not less than \$2000 and not more than \$5000 for a subsequent offence, or in default of payment a period of imprisonment not exceeding six months,

You have the right to appeal this Order within fourteen (14) days of its receipt by completing and submitting the attached appeal form, the appeal fee of \$113 (\$100+HST) and supporting documentation to:

Regional Board of Appeal
P.O. Box 8700
St. John's, NL
A1B 4J6

Dated at the City of Corner Brook, this 10th day of September, 2018, A.D.



City Clerk
City of Corner Brook



Pre-Budget Consultation September 17, 2018

Staff and Council will soon begin the process of developing 2019 Budget for the City of Corner Brook. The City is committed to ensuring our budget development process engages residents, businesses, groups and community stakeholders and provides options for input.

Interested individuals or groups will be provided an opportunity to make a 10 minute presentation to the City on their interests and priorities for the Budget. Sessions will take place on as follows:

Date: October 9, 2018

Time: 1:00 pm - 2:30 pm and 7:00 pm – 8:30 pm

Location: Hutching Room, City Hall

Registration: Parties interested in presenting must register in advance by contacting budget@cornerbrook.com.

The City is also accepting written feedback and suggestions for consideration in the 2019 Budget. Submissions may be emailed to budget@cornerbrook.com or mailed to City Hall, attention: Director of Finance & Administration.

The City is also in the process of gathering feedback from citizens via a phone survey on citizen satisfaction levels with our various services. The results of this survey are expected in October and will be shared with the public.

Constructive feedback is encouraged from residents, businesses and community stakeholders in order to create a balanced budget that reflects the community priorities and future direction.