



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 **Wednesday, May 8, 2019 at 5:00 PM. Council Chambers, City Hall.**

CITY CLERK

Page

1 CALL MEETING TO ORDER

2 APPROVALS

2.1 Approval of Agenda

2.2 Approval of Minutes, April 8, 2019

2.3 Confirmation of Decisions - March 11th, and 15th, 2019

3 BUSINESS ARISING FROM MINUTES

3.1 Business Arising From Minutes

4 CORRESPONDENCE/PROCLAMATIONS/PETITIONS/

4.1 Proclamations:

1. Daffodil Campaign - April 2019

2. Child Abuse Prevention Month - April 2019

3. National Organ and Tissue Donor Awareness Week - April 21-27, 2019

4. Walk So Kids Can Talk Day-In Support of Kids Help Line - May 5, 2019

5. CMHA Mental Health Week - May 6-9, 2019

5 TENDERS

5.1 Corner Brook Minor Soccer Agreement - Wellington Street Complex

5.2 Corner Brook Baseball Association Agreement

5.3 CB Minor Soccer Association - Mowing Services

Page

61 - 70	5.4	Standing Offer - Hired Equipment Services, Contract # 2019-18
71 - 74	5.5	Unified Communications System- RFP 2019-05 -
75 - 78	5.6	Supply & Installation of Trunking Services - RFP 2019-10
79 - 147	5.7	RFD - Operation of Corner Brook Transit Contract
149	5.8	Supply of Equipment - One(1) Hopper/Spreader
151	5.9	Supply of Equipment - Two (2) New 11/2 ton 4x4 Trucks with Dumpbox
153 - 164	5.10	East Valley Road Waterline Upgrade 2019-13
	6	REPORTS
165 - 173	6.1	2018 Annual Expenditure Report
	7	MUNICIPAL PLAN AND DEVELOPMENT REGULATION AMENDMENT
175 - 203	7.1	MP & DR 19-01
	8	PLANNING AND DEVELOPMENT
205	8.1	Engineering Agreement - Traffic Signal Improvements - West Street and Main Street
207 - 208	8.2	Stop Work Order #12019-01 - Rescind Wheeler's Road Development
	9	REGULATION/POLICY
209 - 216	9.1	Notice of Motion - Recreational Vehicle Regulation 2019
	10	ADJOURNMENT
		The meeting adjourned at

**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
MONDAY, 8 APRIL, 2019 AT 7:00 PM**

PRESENT:

Mayor	J. Parsons	R. Cumby, City Manager
Deputy Mayor	B. Griffin	Development and Planning
		T. Flynn, Director of Protective Services
Councillors:	T. Buckle	D. Burden, Director of Public Works, Water and
	J. Carey	Waste Water Services
	L. Chaisson	T. Brisson, Assistant City Clerk
	V. Granter	B. Tibbo, Seargent-At-Arms
	B. Staeben	

Absent with Regrets: Councillor B. Staeben, D. Park, Director of Finance & Administration, D. Charters, Director Community Engineering Development and Planning

The Meeting was called to order at 7:00 p.m.

19-061 Approval of Agenda

On motion by Councillor V. Granter, seconded by Councillor J. Carey, it is **RESOLVED** to approve the agenda for the Regular meeting of Council, April 8, 2019, as circulated. **MOTION CARRIED.**

19-062 Approval of Minutes - March 18, 2019

On motion by Councillor J. Carey, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting of March 18, 2019, as circulated. **MOTION CARRIED.**

19-063 Business Arising From Minutes

No items were brought forward.

19-064 Advertising Rights for Public Transit Shelter Advertising

On motion by Councillor T. Buckle, seconded by Councillor J. Carey, it is **RESOLVED** that Digital Advertising Solutions (DAS) be awarded the exclusive advertising rights for Public Transit Bus Shelters in Corner Brook for three (3) years commencing on the date of signature of the contract with terms and conditions as indicated in the RFP. **MOTION CARRIED**

On motion by Councillor T. Buckle, seconded by Deputy Mayor B. Griffin, it is **FURTHER RESOLVED**, that Council direct staff to draft an appropriate agreement to be signed by the proponent and City Council. **MOTION CARRIED.**

-
- 19-065 Building Electrical Maintenance- Contract 2019-14**
On motion by Councillor L. Chaisson, seconded by Councillor J. Carey, it is **RESOLVED** to Award the Contract for Electrical Maintenance/Service for Buildings Contract 2019-14 to Staples Electrical Ltd. at the Tender price of \$28,034.13 (HST Included) per annum. **MOTION CARRIED.**
- 19-066 Equipment Electrical Maintenance- Contract 2019-15**
On motion by Councillor L. Chaisson, seconded by Councillor T. Buckle, it is **RESOLVED** to Award the Contract for Electrical Maintenance/Service for Equipment Contract 2019-15 to Vision Electrical Ltd. at the Tender price of \$39,155.20 (HST Included) per annum. **MOTION CARRIED.**
- 19-067 Overhead Door Inspection Maintenance - Contract 2019-16**
On motion by Councillor L. Chaisson, seconded by Councillor T. Buckle, it is **RESOLVED** to Award the Contract for Overhead Door Inspection Maintenance/Service to Western Lock Inc. at the Tender price of \$6,489.45 (HST Included) per annum. **MOTION CARRIED.**
- 19-068 Plumbing Services - Contract 2019-06**
On motion by Councillor V. Granter, seconded by Councillor J. Carey, it is **RESOLVED** to Award the Contract for Plumbing Services/Maintenance for Buildings Contract 2019-06 to R & R HVAC & Control Ltd. at the Tender price of \$21,332.50 (HST included) per annum. **MOTION CARRIED.**
- 19-069 Innovation Week Seminar**
Council was advised that The City of Corner Brook, with local partners, will be hosting an Innovation Week Seminar on May 2nd entitled, "Innovation through Local Natural and Cultural Assets". Taking place from 8:30 am to 1:30 pm at the Civic Centre.
- 19-070 Municipal Plan Amendment and Development Regulation 19-02 - Public Consultation -- Organic Waste Treatment Facility**
On motion by Deputy Mayor B. Griffin, seconded by Councillor L. Chaisson, it is **RESOLVED** to authorize staff to conduct a public consultation process, as per section 14 of the Urban and Rural Planning Act, 2000 (URPA) in order to seek public input with respect to the proposed Municipal Plan Amendment MP19- 02 and Development Regulations Amendment DR19—02. The proposal, once approved, will amend text in both the 2012 Integrated Municipal Sustainability Plan and the 2012 Development Regulations. **MOTION CARRIED.**

19-071 Adoption of Proposed MP19-01 & DR19-01 - 162 Premier Drive

On motion by Councillor J. Carey, seconded by Councillor T. Buckle, it is **RESOLVED** to:

- (1) Adopt proposed amendment MP19-01 to the City of Corner Brook's Integrated Municipal Sustainability Plan 2012, being a mapping amendment to Maps A&B of the Generalized Future Land Use Map;
- (2) Adopt proposed amendment DR19-01 to the City of Corner Brook's 2012 Development Regulations, being a mapping amendment to Map C2 of the land Use Zoning Map;
- (3) Set May 2, 2019 at 7:00pm in Council Chambers of City Hall for the tentative Public Hearing;
- (4) Authorize staff to give statutory notice of adoption of the proposed amendments;
- (5) Authorize staff to cancel the Public Hearing in the event that no objections are received, or no member of the public expresses intent to attend the PublicHearing,48hours prior to the tentative Public Hearing; and
- (6) Appoint Gerard J Martin to preside over the scheduled Public Hearing.

MOTION CARRIED.

NOTE: *Councillor J. Carey requested that staff confirm whether or not a five (5) story apartment building would be a permitted use for that zone.*

19-072 Expropriations - Macdonald Brown Area Subdivision

On motion by Councillor J. Carey, seconded by Councillor L. Chaisson, it is **RESOLVED**, that Council increase the City's offer to \$2.00/sqft for the expropriated land located in MacDonald Brown Area Subdivision.

MOTION CARRIED.

19-073 Confirmation of Order - 2019-01 200 Wheelers Rd

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED**, that, in accordance with Section 109(4) of the Urban and Rural Planning Act, Stop Work Order No. 2019-01 is hereby confirmed by Council. **MOTION CARRIED.**

The meeting adjourned at 7:33 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:

March 11, 2019 – Council in Committee Meeting

It is **RESOLVED** to ratify minute CC19-020 – Vending Services Contract 2019-09

On motion by Councillor L. Chaisson, seconded by Councillor B. Staeben, it is **RESOLVED** to approve the award of the contract Vending Services Contract No. 2019-09, for the following:

- 1) Browning Harvey Ltd. for the supply of beverage vending services at 36% commission to the City. Includes a \$500. Annual lump sum payment to the City.
- 2) W&E Enterprises Ltd. for the supply of snack vending services at 15% commission to the City. Includes a one-time lump sum payment of \$500. to the City. **MOTION CARRIED.**

April 15, 2019 – Council in Committee Meeting

It is **RESOLVED** to ratify minute CC19-024 – Approval of Agenda

On motion by Deputy Mayor B. Griffin, seconded by Councillor V. Granter, it is **RESOLVED** to waive the twenty-four hour notice and approve the agenda for the Council in Committee meeting, April 15, 2019 to consider the following: Waste Disposal Contract. **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-025 – Conflict of Interest

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** that Councillor J. Carey is not in a conflict of interest and can participate in the discussion and voting of the Waste Disposal Contract. **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-026 – Waste Disposal Contract

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the award of the Waste Disposal Contract based upon tender 2019-19, Collection of Garbage and Refuse, between the City of Corner Brook and Murphy Brothers Limited at a cost of \$739,008.40 with an annual escalated pricing provision (taxes included). **MOTION CARRIED.**

Submitted by:

City Clerk's Office

Date:

Approved by:

City Manager

Date:



Canadian Cancer Society
Société canadienne du cancer

DAFFODIL CAMPAIGN April 2019

WHEREAS people in our community have been directly affected by cancer and share a strong bond with others who experience the pain of this disease; and

WHEREAS the Canadian Cancer Society is proud to be a champion and voice for Canadians who care about cancer. And is committed to supporting and engaging people in our community; and

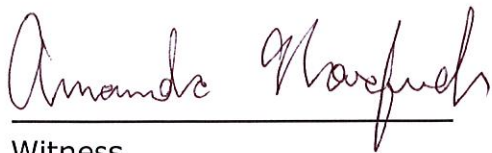
WHEREAS, through the Daffodil Campaign, funds are raised to fund ground-breaking research and support services which helps people impacted by cancer live their lives more fully; and,

WHEREAS Canadian Cancer Society volunteers in the City of Corner Brook and local donors are part of a collective of people united by the same goals, helping people live longer and improving the lives and experiences of those affected by cancer; and

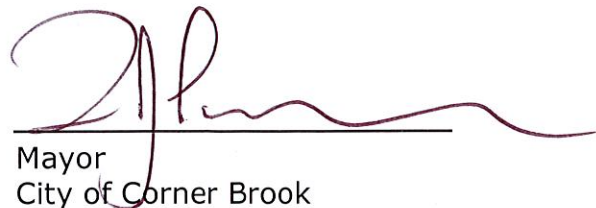
WHEREAS the daffodil is the symbol of strength, courage and life for those living with cancer and for local people to rally around by volunteering, buying fresh daffodils and or donating and wearing a daffodil pin proudly; and

NOW THEREFORE, I, Jim Parsons, Mayor of the City of Corner Brook, do hereby recognize April as the DAFFODIL CAMPAIGN in the City of Corner Brook, and urge all citizens to give generously to the Canadian Cancer Society.

Dated at the City of Corner Brook, this 10 day of April 2019.



Witness



Mayor
City of Corner Brook



Whereas: Children are the foundation for a prosperous and innovative society, and the foundation for a child's growth and development is established when the community takes responsibility for creating healthy environments where our children can thrive;

Whereas: All children deserve to have a safe, stable, nurturing home and community to foster their healthy growth and development;

Whereas: Child abuse and neglect is an important societal concern that may affect the long term health and well being of not only children, but also the adults they become;

Whereas: Child abuse and neglect impacts our entire society and our society's future;

Whereas: Child abuse prevention is a shared responsibility and finding solutions requires the involvement and collaboration of citizens, organizations and government entities;

Whereas: this month, we emphasize the importance of understanding the devastating problem of child abuse and neglect, and commit to learn more about the behavioural and physical signs of possible abuse.

Therefore: I Jim Parsons do hereby proclaim the month of April 2019 to be Child Abuse Prevention Month in Cowen Brook and urge all citizens to work together to help reduce child abuse and neglect significantly in years to come.

PROCLAMATION

NATIONAL ORGAN AND TISSUE DONOR AWARENESS WEEK

The Canadian Transplant Association (CTA) was created in 1987 to raise awareness about organ donation and celebrate the success of transplants in saving lives. Members of the CTA consist of transplant recipients, athletes and volunteers dedicated to promoting organ and tissue transplants, and providing support networks to donors and recipients.

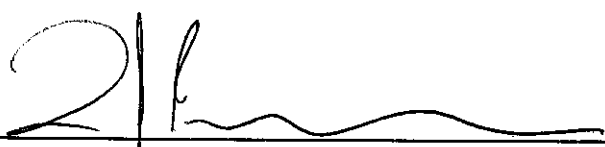
Whereas, last year in Canada, there were 4500 Canadians awaiting a lifesaving organ transplant; and

Whereas, 75 people could receive tissue from one donor; and

Whereas, one organ and tissue donor can save up to eight lives and enhance as many as 75.

Now Therefore, on behalf of the City of Corner Brook do hereby proclaim April 21 – 27, 2019 to be **Organ and Tissue Donor Awareness Week**.

Signed this 18th day of April, 2019 by:



Jim Parsons Mayor

City of Corner Brook





Sunday, May 5, 2019

Together, we can be courageous.
Walk so kids can talk.

Register. Fundraise. Donate.



City of Corner Brook Proclamation

WALK SO KIDS CAN TALK DAY-In Support of Kids Help Phone

- WHEREAS: the WALK SO KIDS CAN TALK PRESENTED BY BMO is a fun and inspirational 5K walk where thousands of kids, adults, families, schools, community organizations, and corporations across Canada join together to support youth emotional well-being by raising funds for Kids Help Phone; and,
- WHEREAS: 2019 marks Kids Help Phone's 30th Anniversary--Canada's only 24/7 national service offering bilingual professional counselling, information, referrals and, volunteer lead text-based support to young people; and
- WHEREAS: this walk is Canada's largest for child and youth emotional health and well-being and celebrates Mental Health Week in Canada each year; and,
- WHEREAS: the Walk provides hope and courage to kids everywhere, sending them the message that it is ok to reach out for help, and that we walk together to make the world a supportive place; and,
- WHEREAS: the Walk allows Kids Help Phone to keep its services available free of charge to kids across Canada; and
- WHEREAS: the walk will be held in Corner Brook.


THEREFORE, I, Jim Parsons, Mayor of the City of Corner Brook, do hereby proclaim

Sunday May 5, 2019 as:

"WALK SO KIDS CAN TALK" Day.

and urge all citizens to Walk, **In Support of Kids Help Phone**


Mayor Jim Parsons


Date



City of Corner Brook


A Proclamation


CMHA MENTAL HEALTH WEEK

May 6 - 12, 2019

- WHEREAS:** CMHA Mental Health Week promotes mental health awareness through education campaigns, activities and events held across Newfoundland and Labrador and offers practical ways to maintain and improve mental health and support recovery from mental health problems and illnesses; and
- WHEREAS:** The Canadian Mental Health Association encourages everyone to Get Loud for mental health - to speak up and take action to improve mental health for all Canadians; and
- WHEREAS:** Increased awareness and understanding of mental health will promote the use of mental health services and supports and ensure Canadians with mental health problems and illnesses are afforded the opportunity to recover; and
- WHEREAS:** The Canadian Mental Health Association actively supports and encourages good mental health in all aspects of our lives, during CMHA Mental Health Week and throughout the year.
- THEREFORE** I, Jim Parsons, Mayor of the City of Corner Brook, do hereby proclaim May 6 - 12, 2019 as "CMHA Mental Health Week" in the City of Corner Brook and urge all residents to join me and Get Loud for mental health.

DATED at Corner Brook, NL, this 26th day of April, 2019.


Mayor Jim Parsons


Date

REQUEST FOR DECISION
PUBLIC WORKS, WATER AND WASTEWATER- Recreation Services Division

SUBJECT: **Corner Brook Minor Soccer Maintenance Contract - Wellington Street Complex**

Description: The Corner Brook Minor Soccer Association wishes to enter into an agreement with the City of Corner Brook to supply maintenance services for the Wellington Street Complex.

PROPOSED MOTION: it is RESOLVED that the City of Corner Brook enter into a formal agreement with the Corner Brook Minor Soccer Association to supply maintenance services to the Wellington Street Complex and for the calendar year of 2019 as per the agreed upon terms and conditions attached.

City Manager's Comments:

Approval Recommended:

Recommendation: That the City of Corner Brook annually enters into a formal agreement with The Corner Brook Minor Soccer Association to supply maintenance services for the Wellington Street Complex. Staff is recommending execution of the agreement attached hereto.

IMPLICATION OF The Corner Brook Minor Soccer Association to supply maintenance services for the Wellington Street Complex for the amount of \$25,000.00.

Organizational: The Supervisor of Recreation Services is responsible for oversight of the agreements and arranging payments.

Financial: \$25,000.00 from Budget: PWWW Wellington Street Hired Contractor, 01600-2370-63150

Background: Soccer Lease Agreement 2019

City Manager: *Robyn Cusack*

Date: *May 21/19*

Submitted by: Jessica Parsons, Supervisor of Recreation

Date: 01/05/2019

Reviewed by: _____

Date: _____

THIS INDENTURE OF LEASE made at Corner Brook, in the Province of Newfoundland this day of _____, 2019.

BETWEEN: **THE CITY OF CORNER BROOK**, a statutory corporation under the provision of The City of Corner Brook Act, Chapter C-15
(hereinafter called "the City")

OF THE ONE PART

AND: **CORNER BROOK MINOR SOCCER ASSOCIATION**, a body corporate established under the laws of the Province of Newfoundland
(hereinafter called "the Lessee")

OF THE OTHER PART

WHEREAS the City is the owner of lands known as the Wellington Street Complex situate in the City of Corner Brook, more particularly described in Schedule "A" attached hereto (hereinafter called "the Demised Premises").

AND WHEREAS the Lessee has undertaken to operate and maintain the Demised Premises for the purpose of pursuing the sport of soccer, tennis, beach volleyball and touch football;

AND WHEREAS the City has resolved to grant a lease of the Demised Premises subject to the terms, covenants and conditions herein contained;

NOW THEREFORE THIS LEASE AGREEMENT WITNESSETH that for and in consideration of the Demised Premises and the agreements and covenants herein contained, the City, as beneficial

owner, hereby leases and demises the said Demised Premises to the Lessee on the following terms:

1. The term of the Lease shall be one (1) year commencing from and including the **1st** day of **June**, 2019, and to be concluded on the **31st** day of **May**, 2020.
2. The Lessee shall pay to the City, if demanded, an annual rental of One Dollar (\$1.00) on or before **the 1st day of June** in each year of the Term.
3. The Lessee shall have quiet enjoyment of the Demised Premises on the terms and conditions as herein contained.
4. (a) The Lessee shall have the exclusive use and occupation of the said Demised Premises and all buildings and appurtenances thereto provided it at all times, uses and operates the premises solely for the purpose of pursuing the games of soccer, tennis, beach volleyball and touch football.

(b) Notwithstanding the foregoing paragraph 4(a) and anything else in the Lease the City may, at any time by direction in writing to the lessee, direct that the Lessee permit the City or any other party named by the City to use all or part of the Demised Premises for any such purpose as the City deems fit and for and at such times as the City may direct and the Lessee shall be obliged to act in accordance with the direction of the City.
5. (a) The Lessee shall be permitted to allow other organizations, groups or teams to use the playing fields of the Demised Premises for the sole purpose of playing soccer, tennis, beach volleyball and touch football.

(b) Notwithstanding the foregoing paragraph 5(a) and anything else in this Lease the City may, at any time by direction in writing to the Lessee, direct that the Lessee refuse to

permit any third party to use the playing fields or the whole of or any part of the Demised Premises and the lessee shall be obliged to act in accordance with the direction of the City.

(c) If the Lessee wishes to provide concession services at the Demised Premises it must first provide to the City a detailed plan outlining the nature and scope of the concession services to be provided. The City at its sole discretion, may choose to accept or reject the said plan. If the City accepts the plan then the Lessee must enter into Concession Services Agreement with the City in a form approved by the City prior to any concession services being provided at the Demised Premises.

6. The Lessee shall be responsible for enforcing all rules that are posted on the premises (i.e. No Smoking, No Chewing Gum).

7. The City may provide to the Lessee an annual grant which grant will not exceed the amount of \$25,000 which grant shall be used to offset expenses incurred by the Lessee at the Demised Premises. Upon completion of this lease agreement, the Lessee will submit to the City of Corner Brook a summary of all expenses incurred by the Lessee.

8. (a) the City shall allow the Lessee use of the following equipment for the term of the Lease:

(i) One (1) push lawn mower;

- (ii) Several rakes and shovels;
- (iii) One (1) whipper snipper
- (iv) One (1) tiller
- (v) One Field Turf Sweeper
- (vi) One Field Turf GroomRight

(b) Maintenance, repair and replacement of the tools and equipment specified in paragraph 7(a) shall be the sole responsibility of the Lessee.

(c) The City will not be responsible for any single maintenance item, repair or replacement, under \$500.00.

9. The Lessee shall use the Demised Premises only for the purposes of pursuing the game of soccer, tennis, beach volleyball or touch football, or as otherwise agreed to in writing by the City from time to time.

10. The Lessee shall observe all conditions and perform all covenants of this Lease.

11. (a) The Lessee shall not be permitted to construct or erect any structures, erections or buildings on the Demised Premises, or make any alterations or improvements to the Demised Premises without the written consent of the City which consent may be arbitrarily withheld.

- (b) Any and all construction, replacement, renovation, leasehold improvements and repairs of whatever kind at or to the Demised Premises that may be approved in writing by the City shall be carried out solely at the expense of the Lessee.
- (c) All said construction, replacement, renovation, leasehold, improvements and repairs undertaken at the Demised Premises by the Lessee shall be for the benefit of the City and shall remain at the Demised Premises at the end of the Term, at no charge to the City.
- (d) All fixtures and equipment added, installed or placed at the Demised Premises by the Lessee shall be for the benefit of the City and shall remain as installed at no charge to the City at the end of the Term excepting only such fixtures and equipment that may be attached to any part of the Demised Premises by no more than its own weight which fixtures and equipment may be removed by the Lessee at the end of the Term.
- (e) The Lessee shall immediately repair any damage resulting from the installation or removal or use of any fixtures or equipment added, installed or placed at the Demised premises. If the lessee does not repair the said damage within five (5) days of receipt of written notice from the City requiring the same then the City, in addition to any other remedies that it may have, may undertake the said repairs on the account of and at the cost of the Lessee.

12. The Lessee shall be responsible for all regular maintenance and general day to day maintenance at or to the Demised Premises and all structures or services thereon including, but not limited to:

- (i) Keeping the Demised Premises free from litter;
- (ii) Minor maintenance and repair necessitated by acts of vandalism (i.e. graffiti, broken signs, etc.);
- (iii) Regular grass mowing, and field maintenance except as hereafter provided;
- (iv) all regular painting at the Demised Premises including buildings, fences, gates and bleachers (City to provide paint);
- (v) causing garbage to be placed and stored as directed from time to time by the City; and
- (vi) check and clean bathrooms in both the main building and building at the tennis courts;
- (vii) check beach volleyball courts for glass, metals and rocks by raking the sand;
- (viii) All Field Turf maintenance as described in Schedule "A" attached hereto.

For further certainty the Lessee shall not be responsible for the following:

- (i) structural maintenance and repair of the buildings and structures on the Demised Premises except as aforesaid;
- (ii) maintenance and repair of plumbing, electrical and mechanical systems except as aforesaid;

- (iii) turf maintenance (except mowing), including fertilization, aeration, liming and weed control;
- (iv) maintenance and repair of fences, bleachers, gates and nets except as aforesaid;
- (v) Spring start-up work such as grading, sodding, seeding
and
- (vi) Fall shut down work such as sodding or edging

The Lessee hereby acknowledges that nothing contained herein creates any obligation on the City to perform any maintenance, repair or replacement work of any nature whatsoever at the Demised Premises. The City, at its discretion, may choose to perform or cause to be performed any of the said work but shall not be obliged to do so either by virtue of this Lease, or by performance of any or all of the said work, or by course of dealings.

13. The Lessee shall, at all times during the currency of the Lease, keep the Demised Premises and all structures and services thereon in good order, reasonable wear and tear excepted and the Lessee shall not permit a nuisance to occur at the Demised Premises.
14. The Lessee shall operate and maintain the Demised Premises in accordance with standards which, from time to time, may be set by the City.

15. The Lessee shall abide by and comply with all lawful rules, regulations and by-laws of the city and all laws or regulations of any governing body in any manner affecting the Demised Premises or the Lessee's use thereof.
16. The City, its servants, employees or agents, shall have full and free access to the Demised Premises for inspection purposes at any time without prior notice.
17. The Lessee shall permit the City or any person, body or corporation authorized by the City, the rite of passage and the right of running of water and sewer, in and under any part of the land hereby demised and for that purpose, the right to enter upon the said land (with or without workmen, vehicles, machinery and equipment) dig, break, excavate and trench any part of the said land described in Schedule "A" and construct, place, lay, inspect, repair, maintain, cleanse, renew and enlarge such water and/or sewer pipes and mains, manholes, valves and surface boxes as may be necessary for that purpose, the right to enter upon the said land (with or without workmen, vehicles, machinery and equipment) dig, break, excavate and trench any part of the said land herein described and erect, place, lay, inspect, repair, maintain and renew such poles, cables and other equipment as may be necessary for the purpose AND the rite of planting, protecting and maintaining any trees, shrubs, hedges, grass or their vegetation upon any part of the said land and for that purpose and the purpose of renewing any such planting the right to enter upon, dig, break, excavate and trench any part of the said land AND the City may, but shall not be obliged to, restore the lands to a clean and tidy condition and in a similar state of landscaping as existed prior to the entry and work thereon by the City on completion of the aforesaid works AND the City shall not be liable

to the Lessee for any damages, claims, losses, costs or otherwise that may result from or be occasioned by the said work or any decision of the City not to restore the lands AND the Lessee agrees to impair access along the line of any easement by permitting any erections to go thereon or otherwise.

18. The Lessee shall indemnify and save harmless the City against any and all costs and liabilities, claims, damages, suits, actions or other proceedings, including all legal costs, by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the lease of the Demised Premises, or any action taken or things done or maintained by virtue thereof, or the exercise in any manner of rights arising thereunder, except claims for damage resulting from the negligence of any officer, servant, employee or agent of the city while acting within the scope of his or her duties or employment or agency.

19. The Lessee shall not have any claim or demand against the City for accident, detriment, damage, injury or loss of any nature whatsoever or howsoever caused to the Demised Premises or to any structures, erections, equipment, supplies motor or other vehicles, materials, articles effects or things at any time erected, brought, placed, made or being upon the fields, even if such damage or injury is directly due to the negligence of any officer, servant, employee or agent of the city while acting within the scope of his or her duties or employment agency.

20. The Lessee shall maintain during the term of this Lease or any renewal thereto an insurance policy with an insurer acceptable to the City, covering all of its undertakings with respect to this Lease and the Demised Premises in particular and covering all of its undertakings with respect to this Lease and the Demised Premises in particular and covering all of the Lessee's operations, at the Demised Premises, in such amounts as may be customary in similar business operations with such amounts, particularly in the case of public liability insurance, being not less than \$2,000,000.00 per incident. The Lessee shall provide the City with evidence of such liability insurance policy, endorsed with a cross liability provision satisfactory to the City and the City shall be a name insured under the policy.
21. The Lessee shall not assign this Lease without the prior written consent of the City which consent may be arbitrarily withheld.
22. The Lessee shall pay any and all utility charges and costs at the Demised Premises. Without in any way limiting the generality of the foregoing, the Lessee shall pay all electricity, gas, oil, telephone, water and any other utility charges at the Demised Premises.
23. Notwithstanding anything else herein contained the Lessee shall immediately repair any damage of whatever nature to the Demised Premises or any part thereof that the Lessee, its agents, members, employees, assigns or invitees caused, either directly or

indirectly. If the Lessee does not repair the said damage within five (5) days of receipt of written notice from the City requiring the same then the City, in addition to any other remedies that it may have, may undertake the said repairs on the account of and at the cost of the Lessee.

24. The lessee shall, as may be directed from time to time by the City, engage the services of a qualified professional exterminator to control vermin, insects and other pests. This service shall be provided at the cost of the Lessee.
25. The City, may at any time during the term of this lease terminate it upon providing the Lessee with no less than thirty (30) days written notice of its intention to do so.
26. The Lessee shall, within ten (10) days of any lien being registered against the Demised Premises secure the discharge of the same. If the lessee fails to do so the Lessor may immediately terminate the Lease and/or take whatever steps it, in its sole discretion, considers necessary to ensure the discharge of liens registered against the Demised Premises including paying lien claims. Any costs incurred by the Lessor (including legal costs) in discharging liens shall be for the account of the lessee whether or not the Lessor chooses to terminate the Lease pursuant to this clause.

27. The Lessor may, at its sole discretion, terminate the Lease immediately on being notified of the bankruptcy, insolvency and/or the reorganization of the Lessee and/or the appointment of a receiver or a trustee for the benefit of creditors.
28. This Lease contains all the undertakings and agreements whether oral or in writing, if any, previously entered into by the parties with respect to the subject matter hereof.
29. None of the terms of this lease shall be deemed waived or modified except by an express agreement in writing signed by each party by a person authorized to that effect by said party.
30. If any of the provisions of the Lease are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Lease.
31. Failure of either party to insist on the strict performance of any term or condition of this Lease or to exercise any right or remedy shall not be deemed a waiver of any right or remedy or of any existing or subsequent breach or default, and the election by either party of any particular remedy on default shall not be exclusive of any other.
32. In the event of a breach of any provision of this Lease, other than the notice requirements for renewals, either party may give written notice of the breach to the

offending party. If the offending party does not remedy the breach within ten (10) days of the notice, the Lease may be terminated upon a further ten (10) days written notice.

33. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of strike, lock-outs, labour troubles, inability to procure materials, failure of power, riots, insurrection, war or other reasons of a like nature not the fault of such party, then performance of such act shall be excused for the period of the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

34. All notices to be given pursuant to this Lease shall be delivered;

(a) to the City
c/o City Clerk
P.O. Box 1080
Corner Brook, NL
A2H 6E1

(b) to the Lessee
c/o The President of the Corner Brook Minor Soccer Association

and shall be deemed to have been received on the date of acknowledgement of receipt where delivered by courier or by registered or certified mail. Either party may advise the other in writing of any change of address for the giving of notices.

35. Words importing the singular number shall include the plural and vice versa.
36. This Lease shall be in all respects governed by and interpreted under and in accordance with the laws of the Province of Newfoundland and of Canada in the Province of Newfoundland.

IN WITNESS WHEREOF the parties hereto their hands and seals subscribed and set the day and year first before written.

THE CORPORATE SEAL of the City of
Corner Brook was hereunto affixed
in the presence of:

_____ *

THE CORPORATE SEAL of the Corner
Brook Minor Soccer Association was
hereunto affixed in the presence of:

_____ *

MAYOR

CITY CLERK

_____ *

_____ *

Schedule A: Field Turf Maintenance

Aerating – Season start up and season end

Raking – Every four weeks during season

Brushing – Every four weeks during season

Sweeping – As seen necessary by Lessee

REQUEST FOR DECISION
PUBLIC WORKS, WATER AND WASTEWATER- Recreation Services Division

SUBJECT: Corner Brook Baseball Association Jubilee Field Maintenance Agreement

Description: The Corner Brook Baseball Association wishes to enter into an agreement with the City of Corner Brook to supply maintenance services for the Jubilee Field Complex.

PROPOSED MOTION: it is **RESOLVED**, that the City of Corner Brook enter into a formal agreement with the Corner Brook Baseball Association to supply maintenance services to the Jubilee Field Complex for the calendar year of 2019 as per the agreed upon terms and conditions attached.

Recommendation: That the City of Corner Brook enter into a formal agreement with the Corner Brook Baseball Association to supply maintenance services to the Jubilee Field Complex for the calendar year of 2019 as per the agreed upon terms and conditions attached.

IMPLICATION OF RECOMMENDATIONS: the Corner Brook Baseball Association supplies annual maintenance services to the Jubilee Field Complex as per the agreed upon terms and conditions attached.

Organizational: The Supervisor of Recreation Services is responsible for oversight of the agreements and arranging payments.

Financial: \$30,000.00 from Budget: PWWW Jubilee Field Hired Contractor, 01600-2310-63150

Background: Jubilee Field Lease Agreement 2019

City Manager: *Rodney Cumy*

Date: *May 21/19*

Submitted by: Jessica Parsons, Supervisor of Recreation

Date: 01/05/2019

Director: _____

Date: _____

THIS INDENTURE OF LEASE made at Corner Brook, in the Province of Newfoundland this day of _____, 2019.

BETWEEN: **CORNER BROOK CITY COUNCIL**, a body corporate duly continued pursuant to the City of Corner Brook Act, R.S.N.L. 1990, c. C-15, as amended.

(hereinafter called "the City")

OF THE ONE PART

AND: **CORNER BROOK BASEBALL ASSOCIATION**, a body corporate established under the laws of the Province of Newfoundland

(hereinafter called "the Lessee")

OF THE OTHER PART

WHEREAS the City is the owner of lands known as the Jubilee Baseball Complex situate in the City of Corner Brook, Province of Newfoundland and Labrador (hereinafter called "the Demised Premises").

AND WHEREAS the Lessee has undertaken to operate and maintain the Demised Premises for the purpose of pursuing the sport of baseball;

AND WHEREAS the City has resolved to grant a lease of the Demised Premises subject to the terms, covenants and conditions herein contained;

NOW THEREFORE THIS LEASE AGREEMENT WITNESSETH that for and in consideration of the mutual agreements and covenants herein contained, the City, as beneficial owner, hereby leases and demises the said Demised Premises to the Lessee on the following terms:

1. The term of the Lease shall be one (1) year commencing from and including the ___ day of _____, 2019, and to be concluded on the ___ day of _____, 2020.
2. The Lessee shall pay to the City, if demanded, an annual rental of One Dollar (\$1.00) on or before the ___ day of _____ 2019.
3. The Lessee shall have quiet enjoyment of the Demised Premises on the terms and conditions as herein contained.
4. (a) The Lessee shall subject to any direction of the City issued in accordance with clause 4(b) herein have the exclusive use and occupation of the said Demised Premises and all buildings and appurtenances thereto provided it at all times, uses and operates the premises solely for the purpose of pursuing the sport of baseball.

(b) The City may, at any time by direction in writing to the Lessee, direct that the Lessee permit the City or any other party named by the City to use all or part of the Demised Premises for any such purpose as the City deems fit and for and at such times as the City may direct and the Lessee shall be obliged to act in accordance with the direction of the City.
5. (a) The Lessee shall, subject to any direction of the City issued in accordance with clause 4(b) or 5(b) of this indenture, be permitted to allow other organizations, groups or teams to use the playing fields of the Demised Premises for the sole purpose of playing baseball.

(b) The City may, at any time by direction in writing to the Lessee, direct that the Lessee refuse to permit any third party to use the playing fields or the whole of or any part of the Demised Premises and the lessee shall be obliged to act in accordance with the direction of the City.

(c) If the Lessee wishes to provide concession services at the Demised Premises it must first provide to the City a detailed plan outlining the nature and scope of the concession services to be provided. The City at its sole discretion may choose to accept or reject the said plan. If the City accepts the plan then the Lessee must enter into Concession Services Agreement with the City in a form approved by the City prior to any concession services being provided at the Demised Premises.

6. The Lessee shall be responsible for enforcing all rules that are posted on the premises as of the date of signing this indenture, including but not limited to the "no smoking" signage.

7. The City shall provide to the Lessee a grant in the amount of \$30,000.00 which shall be used to offset expenses incurred by the Lessee at the Demised Premises for the term of this indenture. Should this indenture be terminated prior to the termination date set out in clause 1 of this Agreement, the Lessee shall provide an accounting of the grant to the City containing such information as requested by the City in a form

acceptable to the City. Any portion of the grant that has not been used for the purpose specified herein on or before the date of termination shall be returned to the City forthwith.

8. (a) the City shall allow the Lessee use of the following equipment as described in Schedule "A" attached hereto.

(b) Maintenance, repair and replacement of the tools and equipment specified in paragraph 8(a) shall be the sole responsibility of the Lessee except as limited in paragraph 8(C).

(c) The City will not be responsible for any single maintenance item, repair or replacement, under \$500.00. The Lessee will not be responsible for any single maintenance item, repair or replacement, above \$500.

(d) The Lessee will be responsible for grass mowing of the site as described in Schedule "B" as SF6/SF7.

9. Notwithstanding clause 4(a) of this indenture, the Lessee shall use the Demised Premises for purposes other than of pursuing the game of baseball, if such purpose is agreed to in writing by the City.

10. The Lessee shall observe all conditions and perform all covenants of this Lease.

11. (a) The Lessee shall not be permitted to construct or erect any structures, erections or buildings on the Demised Premises, or make any alterations or improvements to the

Demised Premises without the written consent of the City which consent may be arbitrarily withheld.

- (b) Any and all construction, replacement, renovation, leasehold improvements and repairs of whatever kind at or to the Demised Premises that may be approved in writing by the City shall be carried out solely at the expense of the Lessee with the exception of those items set out in paragraph 12 as not being the responsibility of the Lessee.
- (c) All said construction, replacement, renovation, leasehold, improvements and repairs undertaken at the Demised Premises by the Lessee shall be for the benefit of the City and shall remain at the Demised Premises at the end of the Term, at no charge to the City.
- (d) All fixtures and equipment added, installed or placed at the Demised Premises by the Lessee shall be for the benefit of the City and shall remain as installed at no charge to the City at the end of the Term excepting only such fixtures and equipment that may be attached to any part of the Demised Premises by no more than its own weight which fixtures and equipment may be removed by the Lessee at the end of the Term.
- (e) The Lessee shall immediately repair any damage resulting from the installation or removal or use of any fixtures or equipment added, installed or placed at the Demised premises. If the lessee does not repair the said damage within five (5) days of receipt of

written notice from the City requiring the same then the City, in addition to any other remedies that it may have, may undertake the said repairs on the account of and at the cost of the Lessee.

12. The Lessee shall be responsible for all regular maintenance and general day to day maintenance at or to the Demised Premises and all structures or services thereon including, but not limited to:

- (i) keeping the Demised Premises free from litter;
- (ii) minor maintenance and repair necessitated by acts of vandalism;
- (iii) regular grass mowing, and field maintenance except as hereafter provided;
- (iv) all regular painting at the Demised Premises including buildings, fences, gates and bleachers (City to provide paint);
- (v) causing garbage to be placed and stored as directed from time to time by the City;
- (vi) check and clean bathrooms in the main building.
- (vii) Spring start-up work such as grading, raking, sodding, and seeding;
and
- (viii) Fall shut down work such as sodding or edging.

For further certainty the Lessee shall not be responsible for the following:

- (i) structural maintenance and repair of the buildings and structures on the Demised Premises except as aforesaid;
- (ii) maintenance and repair of plumbing, electrical and mechanical systems except as aforesaid;
- (iii) maintenance and repair of fences, bleachers, gates and nets except as aforesaid;

The Lessee hereby acknowledges that nothing contained herein creates any obligation on the City to perform any maintenance, repair or replacement work of any nature whatsoever at the Demised Premises. The City, at its discretion, may choose to perform or cause to be performed any of the said work but shall not be obliged to do so either by virtue of this Lease, or by performance of any or all of the said work, or by course of dealings.

13. The Lessee shall, at all times during the currency of the Lease, keep the Demised Premises and all structures and services thereon in good order, reasonable wear and tear excepted and the Lessee shall not permit a nuisance to occur at the Demised Premises with the exception that the Lessee is not responsible for those items identified in paragraph 12 as not being the Lessee's responsibility.
14. The Lessee shall operate and maintain the Demised Premises in accordance with standards which, from time to time, may be set by the City.

15. The Lessee shall abide by and comply with all lawful rules, regulations and by-laws of the City and all laws or regulations of any governing body in any manner affecting the Demised Premises or the Lessee's use thereof.
16. The City, its servants, employees or agents, shall have full and free access to the Demised Premises for inspection purposes at any time without prior notice.
17. The Lessee shall permit the City or any person, body or corporation authorized by the City, the rite of passage and the right of running of water and sewer, in and under any part of the land hereby demised and for that purpose, the right to enter upon the said land (with or without workmen, vehicles, machinery and equipment), dig, break, excavate and trench any part of the said land shown in Schedule "B" as SF6/SF7 and construct, place, lay, inspect, repair, maintain, cleanse, renew and enlarge such water and/or sewer pipes and mains, manholes, valves and surface boxes as may be necessary for that purpose, the right to enter upon the said land (with or without workmen, vehicles, machinery and equipment) dig, break, excavate and trench any part of the said land herein described and erect, place, lay, inspect, repair, maintain and renew such poles, cables and other equipment as may be necessary for the purpose AND the rite of planting, protecting and maintaining any trees, shrubs, hedges, grass or their vegetation upon any part of the said land and for that purpose and the purpose of renewing any such planting the right to enter upon, dig, break, excavate and trench any part of the said land AND the City may, but shall not be obliged to, restore the lands to a clean and tidy condition and in a similar state of landscaping as existed prior to the entry and work thereon by the City on completion of the aforesaid works AND the City shall not be liable

to the Lessee for any damages, claims, losses, costs or otherwise that may result from or be occasioned by the said work or any decision of the City not to restore the lands AND the Lessee agrees to impair access along the line of any easement by permitting any erections to go thereon or otherwise.

18. The Lessee shall indemnify and save harmless the City against any and all costs and liabilities, claims, damages, suits, actions or other proceedings, including all legal costs, by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the lease of the Demised Premises, or any action taken or things done or maintained by virtue thereof, or the exercise in any manner of rights arising thereunder, except claims for damage resulting from the negligence of any officer, servant, employee or agent of the City while acting within the scope of his or her duties or employment or agency.

19. The Lessee shall not have any claim or demand against the City for accident, detriment, damage, injury or loss of any nature whatsoever or howsoever caused to the Demised Premises or to any structures, erections, equipment, supplies, motor or other vehicles, materials, articles ,effects or things at any time erected, brought, placed, made or being upon the fields, even if such damage or injury is directly due to the negligence of any officer, servant, employee or agent of the city while acting within the scope of his or her duties or employment agency.

20. The Lessee shall maintain during the term of this Lease or any renewal thereto an insurance policy with an insurer acceptable to the City, covering all of its undertakings with respect to this Lease and the Demised Premises, in particular and covering all of the Lessee's operations, at the Demised Premises, in such amounts as may be customary in similar business operations with such amounts, particularly in the case of public liability insurance, being not less than two million dollars (\$2,000,000.00) per incident. The Lessee shall provide the City with evidence of such liability insurance policy, endorsed with a cross liability provision satisfactory to the City and the City shall be a named insured under the policy.
21. The Lessee shall not assign this Lease without the prior written consent of the City which consent may be arbitrarily withheld.
22. The Lessee shall pay any and all utility charges and costs at the Demised Premises accrued during the term of this indenture. Without in any way limiting the generality of the foregoing, the Lessee shall pay all electricity, gas, oil, telephone, water and any other utility charges at the Demised Premises.
23. Notwithstanding anything else herein contained the Lessee shall immediately repair any damage of whatever nature to the Demised Premises or any part thereof that the Lessee, its agents, members, employees, assigns or invitees caused, either directly or indirectly. If the Lessee does not repair the said damage within five (5) days of receipt of

written notice from the City requiring the same then the City, in addition to any other remedies that it may have, may undertake the said repairs on the account of and at the cost of the Lessee. Nothing in this paragraph shall be construed so as to cause the Lessee to be responsible for those items listed in paragraph 12 as not being the Lessee's responsibility.

24. The Lessee shall, as may be directed from time to time by the City, engage the services of a qualified professional exterminator to control vermin, insects and other pests. This service shall be provided at the cost of the Lessee.
25. The City may, at any time during the term of this lease terminate it upon providing the Lessee with no less than thirty (30) days written notice of its intention to do so.
26. The Lessee shall, within ten (10) days of any lien being registered against the Demised Premises secure the discharge of the same. If the Lessee fails to do so the City may immediately terminate the Lease and/or take whatever steps it, in its sole discretion, considers necessary to ensure the discharge of liens registered against the Demised Premises including paying lien claims. Any costs incurred by the City (including legal costs) in discharging liens shall be for the account of the Lessee whether or not the City chooses to terminate the Lease pursuant to this clause.

27. The City may, at its sole discretion, terminate the Lease immediately on being notified of the bankruptcy, insolvency and/or the reorganization of the Lessee and/or the appointment of a receiver or a trustee for the benefit of creditors.
28. This Lease contains all the undertakings and agreements whether oral or in writing, if any, previously entered into by the parties with respect to the subject matter hereof.
29. None of the terms of this lease shall be deemed waived or modified except by an express agreement in writing signed by each party by a person authorized to that effect by said party.
30. If any of the provisions of the Lease are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Lease.
31. Failure of either party to insist on the strict performance of any term or condition of this Lease or to exercise any right or remedy shall not be deemed a waiver of any right or remedy or of any existing or subsequent breach or default, and the election by either party of any particular remedy on default shall not be exclusive of any other.
32. In the event of a breach of any provision of this Lease, other than the notice requirements for renewals, either party may give written notice of the breach to the

offending party. If the offending party does not remedy the breach within ten (10) days of the notice, the Lease may be terminated upon a further ten (10) days written notice.

33. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of strike, lock-outs, labour troubles, inability to procure materials, failure of power, riots, insurrection, war or other reasons of a like nature not the fault of such party, then performance of such act shall be excused for the period of the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

34. All notices to be given pursuant to this Lease shall be delivered;

- (a) To the City

c/o City Clerk
P.O. Box 1080
Corner Brook, NL
A2H 6E1

- (b) To the Lessee

c/o The President of the Corner Brook Baseball Association
P.O Box 464
Corner Brook, NL
A2H6E6

and shall be deemed to have been received by the addressee, in the absence of a major interruption in postal services affecting the handling or delivery thereof, on the fifth (5th) business day excluding Saturdays, next following the date of mailing. Either party may advise the other in writing of any change of address for the giving of notices.

35. Words importing the singular number shall include the plural and vice versa.
36. This Lease shall be in all respects governed by and interpreted under and in accordance with the laws of the Province of Newfoundland and of Canada in the Province of Newfoundland.
37. The provisions of clauses #18, 19, 22, 23, and 26 will continue to apply, notwithstanding cessation of the lease created by this Indenture.
38. The Lessee covenants that in all aspects of its use of the Demised Premises it will, comply with the provisions of the *Human Rights Act, 2010 SNL 2010 Ch. H-13.1, as amended* as if the Lessee were an Agent of the Crown.

IN WITNESS WHEREOF the parties hereto their hands and seals subscribed and set the day and year first before written attested to by the hands of their officers in that behalf duly authorized.

THE CORPORATE SEAL of the City of
Corner Brook was hereunto affixed
in the presence of:

MAYOR

CITY CLERK

THE CORPORATE SEAL of the Corner
Brook Baseball Association was
hereunto affixed in the presence of:

SCHEDULE A

City of Corner Brook – Jubilee Field Baseball Complex

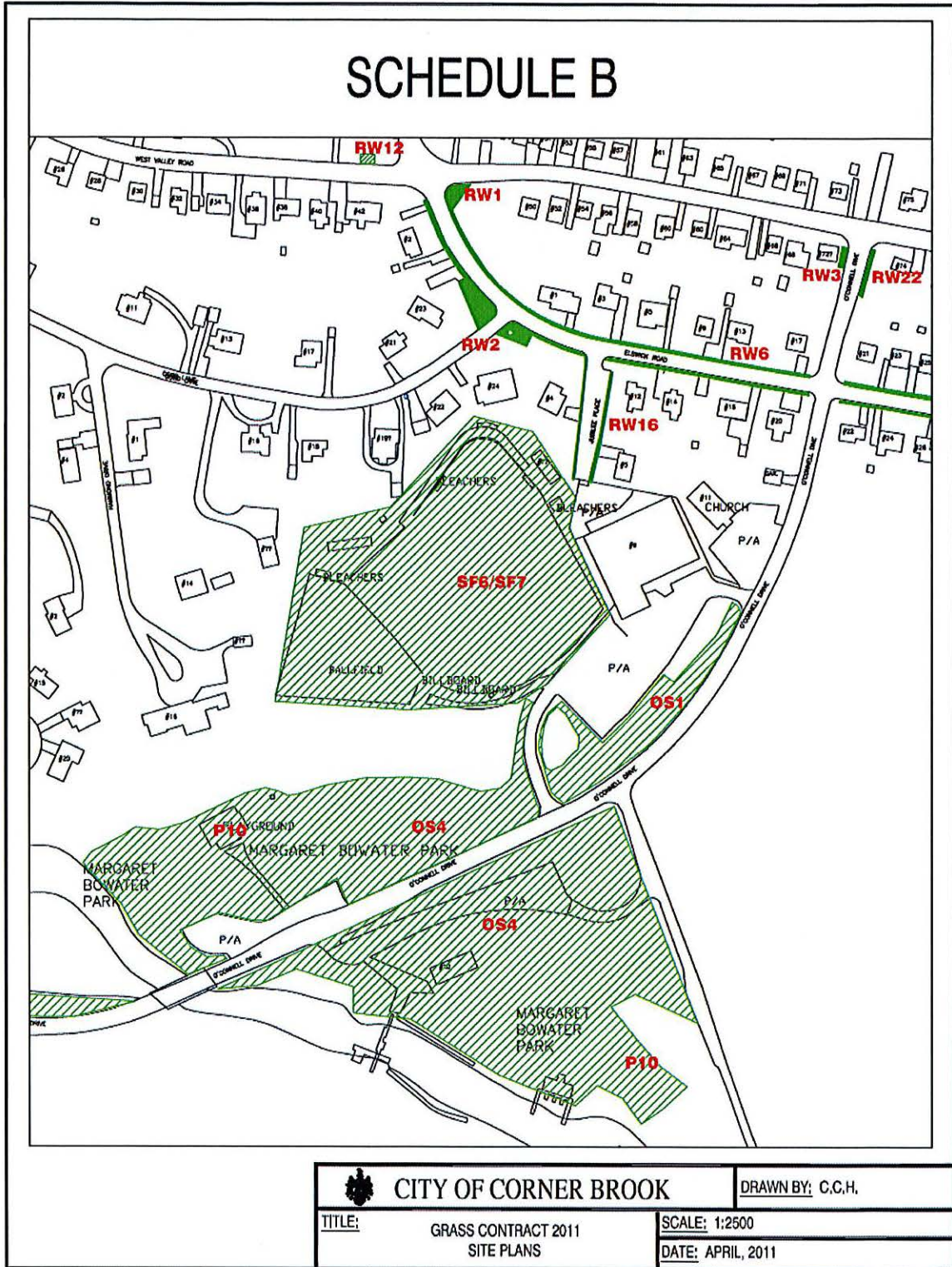
Equipment and Hand Tool List

Equipment

- 1 Kubota tractor
- 1 Cub Cadet ride on mower (cost shared by City and CBBA)
- 1 tow behind spreader
- 1 tow behind tined field grubber with broom like bristles attached
- 1 field drag
- 1 sump pump
- 1 shop vac

Tools

- 1 one hundred foot tape
- 1 flat top shovel
- 2 field rakes (purchased by CBBA)
- 2 hammers
- 2 field liners (1 which was purchased by the CBBA)
- 1 mall
- 1 axe
- 1 pick
- 1 crow bar
- 1 post digger
- 1 grubber
- 1 round top shovel
- 1 broom



REQUEST FOR DECISION
PUBLIC WORKS, WATER AND WASTEWATER- Recreation Services Division

SUBJECT: **Corner Brook Minor Soccer Mowing Contract**

Description: The Corner Brook Minor Soccer Association wishes to enter into an agreement with the City of Corner Brook to supply mowing services for the Ambrose O’Rielly, Monarch Complex and George “Daddy” Dawe soccer fields.

PROPOSED MOTION: it is RESOLVED that the City of Corner Brook enter into a formal agreement with the Corner Brook Minor Soccer Association to supply mowing services for the Ambrose O’Rielly, Monarch Complex and George “Daddy” Dawe soccer fields for the calendar year of 2019 as per the agreed upon terms and conditions attached.

Recommendation: That the City of Corner Brook enter into a formal agreement for the calendar year of 2019 with The Corner Brook Minor Soccer Association to supply mowing services for the Ambrose O’Rielly, Monarch Complex and George “Daddy” Dawe soccer fields for the amount of \$9,000.00.

IMPLICATION OF RECOMMENDATIONS: the Corner Brook Minor Soccer Association supplies annual mowing services for the Ambrose O’Rielly, Monarch Complex and George “Daddy” Dawe soccer fields as per the agreed upon terms and conditions attached.

Organizational: The Supervisor of Recreation Services is responsible for signing of the agreements and arranging payments.

Financial: \$9000.00 from Budget: PWWW Mowing Contract, 01600-2370-63150

Background: Soccer Mowing Contract 2019

City Manager: 

Date: May 21/19

Submitted by: Jessica Parsons, Supervisor of Recreation

Date: 01/05/2019

Reviewed by: _____

Date: _____



This Memorandum of Understanding made at the City of Corner Brook, in the Province of Newfoundland and Labrador, this _____ day of _____, 2019.

Between: The City of Corner Brook (The City)

And: The Corner Brook Minor Soccer Association (CBMSA)

The purpose of this Memorandum is to provide the CBMSA with the means to enter into grass mowing and whipper snipping activities upon City owned property traditionally used by CBMSA for the purpose of playing soccer. To this end both parties agree to the following terms and conditions:

1. The City of Corner Brook will provide the Corner Brook Minor Soccer Association (CBMSA) \$9,000 on an annual basis. This amount will cover expenses incurred by the CBMSA to complete traditional mowing and whipper snipping of 3 soccer fields. Included are Dawe Soccer Field at O'Connell Drive, O'Reilly Soccer Field at St. Mark's Avenue and the Monarch's Complex Soccer Field at the top of Mayfair Avenue. Provisions of the \$9000 will include all mowing and whipper snipping activities, the tendering of services if required, insurances and all other administrative fees and payments that may be required from time to time in the execution (by the CBMSA) of any and all contracts related to this activity.
2. Further, to facilitate appropriate and timely regular maintenance activities traditionally completed by the Recreation Services Division (field marking, aerating, fertilizing, lining, etc.), the CBMSA or designate will submit a grass cutting /whipper snipping schedule as agreed upon by the Association and Recreation Services Division officials to the Recreation Services Division. This schedule shall be submitted at the beginning of each grass-cutting season. Any changes to this schedule or in the event of special or one time mowing activities, as in the case of preparing fields for tournaments, will be formally communicated in writing to the Recreation Services Division.
3. In the case of field line marking, as traditionally completed by the Recreation Services Division, lines will be mowed to a grass height of $\frac{1}{4}$ - $\frac{1}{2}$ inch by the CBMSA or designate, in advance of the field being lined.
4. For purposes of clarity, the following will constitute the extent of mowing/whipping at each site:
 - a) Monarch's Complex Soccer Field: That area within the boundaries of the fencing including areas under and/or around bleachers, benches, posts,

poles and all other site amenities. The embankment adjacent to the soccer field and existing parking lot will be mowed bi-weekly and the exterior aspect of the soccer field will be whipped/mowed when required extending from the fence to a width of not less than five (5) feet.

- b) O'Reilly Soccer Field: That area within the boundaries of the fencing including the embankment located at the north end of the field and also situated inside the fencing. Those areas under and/or around proposed bleachers, benches, posts, poles, and all other site amenities. That area at the south end of the field situated between the fence and the paved parking lot wrapping around to include the access stairways to the Kinsmen Club building. The remaining exterior aspect of the soccer field will be whipped/mowed when required extending from the fence to a width not less than five (5) feet.
 - c) Dawe Soccer Field: That area within the boundaries of the fencing on three sides and at the western field boundary to the crest of the existing ditch. Those areas under and/or around bleachers, benches, posts, poles and all other site amenities. The exterior aspect of the soccer field will be whipped/mowed when required extending from the fence to a width not less than five (5) feet where possible.
- 5. All mowing activities completed by or on behalf of the CBMSA, will comply with all relevant City of Corner Brook By-Laws and established policies and procedures as well as other Provincial and Federal acts and regulations. Any or all damages caused as a result of completing activities related to grass cutting/whipper snipping to public or private property shall be the responsibility of the CBMSA.
 - 6. Disbursement of funds shall occur in two (2) equal installments of \$4,000 and a final installment of \$1,000 namely, the first week of June and the first week of July and the first week of September of 2019. Requests for dispersal of funds differing from these dates shall be forwarded by the Recreation Services Division to the City of Corner Brook Corporate Services Division for approval.
 - 7. Upon completion of the 2019 season, an evaluation of the benefits shall occur between the City of Corner Brook and the CBMSA to determine the viability of this agreement in subsequent years. As a result this agreement will be in effect for one (1) year from June 1, 2019 through September 30, 2019.
 - 8. The City of Corner Brook reserves the right, for any reason, to temporarily or permanently close either of the facilities contained within this agreement, without prejudice, and to pro rate the amount of dispersment to CBMSA per field per full week of closure namely; \$3,000 divided by 17 weeks or \$176 per week.

The following signatories represent both parties involved in this agreement and with their signatures agree to abide by this “Memorandum of Understanding”.

City of Corner Brook

Corner Brook Minor Soccer Assoc.

Date

Date

REQUEST FOR DECISION

Public Works, Water & Wastewater

SUBJECT: Standing Offer – Hired Equipment Services, Contract # 2019-18

DESCRIPTION: Quotations were recently invited by the City of Corner Brook for the supply of equipment with operator, on demand, for the period of May 22st, 2019 to December 21, 2019. Hourly rates were requested (with various attachments) for rubber tire backhoes, tandem trucks, excavators, mini excavators, tractors/dozers, graders, skid steer sidewalk sweeper and boom trucks. The tender closed on April 10, 2019 and all compliant quotations are indicated in the attached document.

STAFF RECOMMENDATION: It is the recommendation of staff to accept the quotations for Hired Equipment Services as stated in the attached document the period of May 22st, 2019 to December 21, 2019 on a standing offer basis.

PROPOSED MOTION: Be it resolved that Corner Brook City Council accept staff's recommendation to accept the quotations for Hired Equipment Services as stated in the attached document for the period of May 22st, 2019 to December 21, 2019 on a standing offer basis.

IMPLICATIONS OF RECOMMENDATION:

City of Corner Brook Act Authority:

Policy and/or Regulation:

Estimated Cost: **On an "as needed" basis.**

Budget Line Item: **Various**

Communication Strategy:

Website:

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document:

City Manager: *Reedney Cumy*

Date: *April 30/19*

Submitted by: _____

Date: _____

Reviewed by: *J. Burdon*

Date: *April 30/19*

Hired Equipment
May 22, 2019 to December 21, 2019

Rubber Tire Backhoe(s)			
Contractor	Model	Telephone Numbers	Rate
Webber's Backhoe	2005 416 CAT	632-1505, 634-1223	\$32.15
A-1 Transportation Ltd.	2013 3CX JCB	785-2475, 632-1485, 785-2376, 632-1495	\$33.78
Make Enterprises Ltd.	2013 B95B New Holland	640-0320, 785-2185	\$38.50
Ambstemel Trucking Ltd.	2014 420F CAT	640-7235, 639-1341, 785-1077	\$38.89
Ron Flynn Transport Ltd.	2018 CAT 420	632-0097, 634-1563	\$39.99
Twin Mountain Contracting Ltd.	2012 310S John Deere	638-0560, 785-2797	\$44.75
Rico Construction Ltd	2000 215S JCB	660-2015, 660-3446	\$50.00
Humber Arm Contracting Inc.	2010 420D CAT	638-0594, 638-0469	\$50.70
Dawe's Equipment	2011 420 CAT	639-2661	\$53.00
Dawe's Equipment	2012 3CX JCB	639-2661	\$53.00
Lundrigan's Contracting	2010 310J John Deere	640-5541, 639-2405	\$54.90
A-1 Transportation Ltd.	2005 420D CAT	785-2475, 632-1485, 785-2376, 632-1495	\$64.00
Targett Trucking Ltd.	1997 310 SE John Deere	638-3520, 638-5456	\$65.00
Johnson's Construction Ltd.	2016 310 John Deere	639-2303, 632-9558	\$80.00
Johnson's Construction Ltd.	2015 410 John Deere	639-2303, 632-9559	\$80.00
Johnson's Construction Ltd.	2017 310 John Deere	639-2303, 632-9558	\$80.00
Marine Contractors Inc.	2010 John Deere 310 SJ	639-2330	\$90.00

Rubber Tire Backhoe(s) with Breaker Attachment			
Contractor	Model	Telephone Numbers	Rate
Ron Flynn Transport Ltd.	2018 CAT 420	632-0097, 634-1563	\$36.45
A-1 Transportation Ltd.	2013 3CX JCB	785-2475, 632-1485, 785-2376, 632-1495	\$44.40
Webber's Backhoe	2005 416 CAT	632-1505, 634-1223	\$48.00
D&D Excavating and Trucking Ltd.	2011 788 Luigong	640-0856, 640-4590, 785-2755	\$69.29
Ambstemel Trucking Ltd.	2014 420F CAT	640-7235, 639-1341, 785-1077	\$74.72
Twin Mountain Contracting Ltd.	2012 310S John Deere	638-0560, 785-2797	\$75.00
Humber Arm Contracting Inc.	2010 420D CAT	638-0594, 638-0469	\$92.50

Hired Equipment
May 22, 2019 to December 21, 2019

Tandem Dump Truck(s)

Contractor	Model	Telephone Numbers	Rate
A-1 Transportation Ltd.	2009 VHD13 Volvo	785-2475, 632-1485, 785-2376, 632-1495	\$33.80
Ron Flynn Trucking Ltd.	1994 Volvo	638-0900, 632-0097, 634-1563	\$34.44
D&D Excavating and Trucking Ltd.	2000 Sterling	640-0856, 640-4590, 785-2755	\$42.07
D&D Excavating and Trucking Ltd.	1989 L9000 Ford	640-0856, 640-4590, 785-2755	\$42.25
Ambstemel Trucking Ltd.	2010 T-800 Kenworth	640-7235, 639-1341, 785-1077	\$42.32
Make Enterprises Ltd.	2006 7600 International	640-0320, 785-2185	\$45.00
Lundrigan's Contracting	1993 Volvo	640-5541, 639-2405	\$49.90
Lundrigan's Contracting	2002 Eagle	640-5541, 639-2405	\$49.90
Rico Construction Ltd.	1990 T450 Kenworth	660-2015, 660-3446	\$50.00
Twin Mountain Contracting Ltd.	2014 T800 Kenworth	638-0560, 785-2797	\$51.00
Rico Construction Ltd.	1196 Volvo	660-2015, 660-3446	\$55.00
Ambstemel Trucking Ltd.	2003 T-800 Kenworth	640-7235, 639-1341, 785-1077	\$58.42
Humber Arm Contracting Inc.	1988 9300 International	638-0594, 785-1540	\$61.60
Humber Arm Contracting Inc.	2011 9300 Western Star	638-0594, 785-1540	\$61.60
Humber Arm Contracting Inc.	1988 9300 International	638-0594, 785-1540	\$63.80
Humber Arm Contracting Inc.	1985 9300 International	638-0594, 785-1540	\$63.80
Targett Trucking Ltd.	1991 Navistar International	638-3520, 638-5456	\$75.00

Hired Equipment
May 22, 2019 to December 21, 2019

West Coast Sand & Gravel Ltd.	2006 5500I International	632-4001	\$77.00
West Coast Sand & Gravel Ltd.	2006 5500I International	632-4001	\$77.00
West Coast Sand & Gravel Ltd.	2009 112 Freightliner	632-4001	\$77.00
West Coast Sand & Gravel Ltd.	2009 106 Freightliner	632-4001	\$77.00
Targett Trucking Ltd.	1987 Highway Freightliner	638-3520, 638-5456	\$80.00
Johnson's Construction Ltd.	2013 Peterbilt 365	639-2303, 632-9558	\$85.00
Johnson's Construction Ltd.	2014 7600 International	639-2303, 632-9558	\$85.00
Johnson's Construction Ltd.	2014 7600 International	639-2303, 632-9559	\$85.00
Johnson's Construction Ltd.	2016 7600 International	639-2303, 632-9558	\$85.00
Marine Contractors Inc.	2009 Peterbilt 365	639-2330	\$95.00
Marine Contractors Inc.	2009 Peterbilt 365	639-2330	\$95.00
Marine Contractors Inc.	2006 International 5600	639-2330	\$95.00
Humber Arm Contracting Inc.	2014 Western Star Tandem Tandem	638-0594, 785-1540	\$103.70
Humber Arm Contracting Inc.	2016 Western Star Tandem Tandem	638-0594, 785-1540	\$103.70
Johnson's Construction Ltd.	2017 Tandem Tandem HX 620	639-2303, 632-9558	\$125.00
Johnson's Construction Ltd.	2017 Tandem Tandem HX 620	639-2303, 632-9558	\$125.00

Hired Equipment
May 22, 2019 to December 21, 2019

Excavator(s)			
Contractor	Model	Telephone Numbers	Rate
A-1 Transportation Ltd.	2000 315 CAT	785-2475, 632-1485, 785-2376, 632-1495	\$44.43
D&D Excavating and Trucking Ltd.	1995 150 Hitachi	640-0856, 640-4590, 785-2755	\$49.17
Rico Construction Ltd.	2012 308E CAT	660-2015, 660-3446	\$49.50
Ambstemel Trucking Ltd.	2010 314D CAT	640-7235, 639-1341, 785-1077	\$52.00
Lundrigan's Contracting	2000 307 CAT	640-5541, 639-2405	\$54.90
Humber Arm Contracting Inc.	2010 160 John Deere	638-0594, 785-1540	\$59.70
Make Enterprises Ltd.	2006 160 CLC John Deere	640-0320, 785-2185	\$78.00
Targett Trucking Ltd.	2000 160 JohnDeere	638-3520, 638-5456	\$90.00
West Coast Sand & Gravel Ltd.	2009 200D John Deere	632-4001	\$94.00
West Coast Sand & Gravel Ltd.	2003 PC210 Komatsu	632-4001	\$94.00
Humber Arm Contracting Inc.	2011 John Deere 200	638-0594, 785-1540	\$103.60
Targett Trucking Ltd.	1991 690 John Deere	638-3520, 638-5456	\$110.00
Sharon Wheeler	2012 120 Hitachi	785-5513, 632-9538	\$120.00
Marine Contractors Inc.	2015 CAT 316 EL	639-2330	\$120.00
Humber Arm Contracting Inc.	2013 John Deere 290	638-0594, 785-1540	\$139.40
Johnson's Construction Ltd.	2011 200 John Deere	639-2303, 632-9558	\$150.00
Johnson's Construction Ltd.	2014 210G John Deere	639-2303, 632-9558	\$160.00
Humber Arm Contracting Inc.	2010 John Deere 350	638-0594, 785-1540	\$188.60
Johnson's Construction Ltd.	2014 350G John Deere	639-2303, 632-9555	\$220.00

Hired Equipment
May 22, 2019 to December 21, 2019

Excavator(s) with Breaker Attachment

Contractor	Model	Telephone Numbers	Rate
Rico Construction Ltd.	2012 308E CAT	660-2015, 660-3446	\$100.00
Ambstemel Trucking Ltd.	2010 314D CAT	640-7235, 639-1341, 785-1077	\$130.00
West Coast Sand & Gravel Ltd.	2009 200D John Deere	632-4001	\$132.00
West Coast Sand & Gravel Ltd.	2003 PC210 Komatsu	632-4001	\$132.00
Humber Arm Contracting Inc.	2011 200 John Deere	638-0594, 785-1540	\$141.00
Johnson's Construction Ltd.	2011 200 John Deere	639-2303, 632-9558	\$220.00
Johnson's Construction Ltd.	2014 210G John Deere	639-2303, 632-9558	\$220.00
Johnson's Construction Ltd.	2014 350G John Deere	639-2303, 632-9555	\$260.00

Excavator(s) with Grab Attachment

Contractor	Model	Telephone Numbers	Rate
Rico Construction Ltd.	2012 308E CAT	660-2015, 660-3446	\$49.50
Ambstemel Trucking Ltd.	2010 314D CAT	640-7235, 639-1341, 785-1077	\$64.00
Make Enterprises Ltd.	2006 160 CLC John Deere	640-0320, 785-2185	\$78.00
Humber Arm Contracting Inc.	2011 200 John Deere	638-0594, 785-1540	\$103.60
West Coast Sand & Gravel Ltd.	2009 200D John Deere	632-4001	\$119.00
West Coast Sand & Gravel Ltd.	2003 PC210 Komatsu	632-4001	\$119.00
West Coast Sand & Gravel Ltd.	2009 200D John Deere	632-4001	\$175.00
Johnson's Construction Ltd.	2011 200 John Deere	639-2303, 632-9558	\$175.00
Johnson's Construction Ltd.	2014 210G John Deere	639-2303, 632-9558	\$175.00
Johnson's Construction Ltd.	2014 350G John Deere	639-2303, 632-9555	\$245.00

Excavator(s) with Tree Shredding Attachment

Contractor	Model	Telephone Numbers	Rate
West Coast Sand & Gravel Ltd.	2003 PC210 Komatsu	632-4001	\$175.00
Humber Arm Contracting Inc.	2011 200 John Deere	638-0594, 785-1540	\$187.99

Hired Equipment
May 22, 2019 to December 21, 2019

Mini Excavator(s)			
Contractor	Model	Telephone Numbers	Rate
Sharon Wheeler	2016 EZ38 Wacker Neuson	785-5513, 632-9538	\$38.00
Twin Mountain Contracting Ltd.	2015 50G John Deere	638-0560, 785-2797	\$47.00
Ambstemel Trucking Ltd.	2016 304 CAT	640-7235, 639-1341, 785-1077	\$47.19
Rico Construction Ltd.	2013 305E CAT	660-2015, 660-3446	\$48.90
Lundrigan's Contracting	2006 T125 Tachouchi	640-5541, 639-2405	\$49.90
Twin Mountain Contracting Ltd.	2011 75D John Deere	638-0560, 785-2797	\$53.10
Rico Construction Ltd.	2012 308E CAT	660-2015, 660-3446	\$60.00
Humber Arm Contracting Inc.	2017 75 John Deere	638-0594, 785-1540	\$61.60
Dawe's Equipment	2017 U35 Kubota	639-2661	\$65.00
Marine Contractors Inc.	2008 John Deere 35D	639-2330	\$80.00
Johnson's Construction Ltd.	2009 35 John Deere	639-2303, 632-9558	\$85.00
Marine Contractors Inc.	2008 John Deere 50D	639-2330	\$90.00
Marine Contractors Inc.	2012 John Deere 60D	639-2330	\$95.00

Mini Excavator(s) with Breaker Attachment			
Contractor	Model	Telephone Numbers	Rate
Rico Construction Ltd.	2013 305E CAT	660-2015, 660-3446	\$62.00
Twin Mountain Contracting Ltd.	2015 50G John Deere	638-0560, 785-2797	\$69.74
Ambstemel Trucking Ltd.	2016 304 CAT	640-7235, 639-1341, 785-1077	\$70.00
Twin Mountain Contracting Ltd.	2011 75D John Deere	638-0560, 785-2797	\$73.00
Humber Arm Contracting Inc.	2017 75 John Deere	638-0594, 785-1540	\$81.20
Rico Construction Ltd.	2012 308E CAT	660-2015, 660-3446	\$100.00

Hired Equipment
May 22, 2019 to December 21, 2019

Mini Excavator(s) with Grab Attachment

Contractor	Model	Telephone Numbers	Rate
Twin Mountain Contracting Ltd.	2015 50G John Deere	638-0560, 785-2797	\$47.00
Ambstemel Trucking Ltd.	2016 304 CAT	640-7235, 639-1341, 785-1077	\$47.19
Rico Construction Ltd.	2013 305E CAT	660-2015, 660-3446	\$48.90
Twin Mountain Contracting Ltd.	2011 75D John Deere	632-6488, 785-2981	\$53.10
Humber Arm Contracting Inc.	2017 75 John Deere	638-0594, 785-1540	\$59.98
Rico Construction Ltd.	2012 308E CAT	660-2015, 660-3446	\$60.00
Dawe's Equipment	2017 U35 Kubota	639-2661	\$65.00
Johnson's Construction Ltd.	2009 35 John Deere	639-2303, 632-9558	\$90.00

Tractor(s)/Dozer(s)

Contractor	Model	Telephone Numbers	Rate
Humber Arm Contracting Inc.	2011 450J John Deere	638-0594, 785-1540	\$51.25
D&D Excavating and Trucking Ltd.	1990 D-31 Komatsu	640-0856, 640-4590, 785-2755	\$65.00
West Coast Sand & Gravel Ltd.	2003 PC210 Komatsu	632-4001	\$95.00
Marine Contractors Inc.	2002 CAT D4	639-2330	\$130.00
Marine Contractors Inc.	2008 CAT D5	639-2330	\$150.00
Marine Contractors Inc.	2014 CAT D6	639-2330	\$175.00
Johnson's Construction Ltd.	2014 750K John Deere	639-2303, 632-9558	\$185.00
Johnson's Construction Ltd.	2015 750K John Deere	639-2303, 632-9559	\$185.00

Hired Equipment
May 22, 2019 to December 21, 2019

Grader(s)			
Contractor	Model	Telephone Numbers	Rate
Humber Arm Contracting Inc.	2014 772G John Deere	638-0594, 785-1540	\$120.00
Johnson's Construction Ltd.	2014 772 John Deere	639-2303, 632-9558	\$150.00
Johnson's Construction Ltd.	2014 772 John Deere	639-2303, 632-9558	\$150.00
Johnson's Construction Ltd.	2014 772 John Deere	639-2303, 632-9558	\$150.00
Marine Contractors Inc.	2013 CAT 12M2	639-2330	\$165.00

Skid Steer Sidewalk Sweeper(s)			
Contractor	Model	Telephone Numbers	Rate
Rico Construction Ltd.	2002 270 John Deere	660-2015, 660-3446	\$90.00
Make Enterprises Ltd.	2014 CAT 242D	640-0320, 785-2185	\$94.00
Humber Arm Contracting Inc.	2010 23CB CAT	638-0594, 785-1540	\$100.00
West Coast Sand & Gravel Ltd.	2016 323E John Deere	632-4001	\$120.00
Ron Flynn Transport Ltd.	2007 23CB CAT	632-0097, 634-1563	\$120.00

Boom Truck(s)			
Contractor	Model	Telephone Numbers	Rate
Sparkes Transportation & Crane Ltd.	1995 10 Ton Terex - Western Star	632-1241, 634-1741	\$108.00
Sparkes Transportation & Crane Ltd.	2009 28 Ton Manitex - Sterling	632-1241, 634-1741	\$130.00
Johnson's Construction Ltd.	2013 30 Ton Peterbilt	639-2303, 632-9559	\$150.00
Johnson's Construction Ltd.	2013 28 Ton Peterbilt	639-2303, 632-9558	\$160.00

REQUEST FOR DECISION

SUBJECT: RFP 2019-05 – Unified Communications System

DESCRIPTION: The City is in the process of converting from a hosted centrex telephone system, to a unified communications system. The new unified communications system will allow for much greater flexibility within the phone system, while also providing significant savings. The previous hosted centrex telephone system cost the City approximately \$6,500 – 7,500 per month, whereas the new system will cost approximately \$1,700 per month including the acquisition of new hardware. There were two (2) Requests for Proposals that had been issued that work together to provide the hardware and trunking lines required.

There were two (2) proposals submitted for the Unified Communications System – Triware Technologies Inc., and Bell Aliant. The proposals were evaluated based upon: technology suitability, hardware and software reliability, system management, functionality / platform measures, phone features, experience of the vendor, billing and reporting, and financial costs for hardware, and software licensing. The proposals were reviewed by the IT staff, and they have recommended that Triware Technology Inc be awarded the RFP with an expected purchase price of \$59,456 plus HST.

PROPOSED MOTION: It is **RESOLVED** to award the request for proposals for the Unified Communications System to Triware Technology Inc with a purchase price of \$59,456 plus HST.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: It is staff's recommendation to award the RFP to Triware Technology. Price was only 30% of the evaluation matrix. The proposal submitted by Bell Aliant had a price of \$84,189 + HST.

STANDING COMMITTEE COMMENTS:

BACKGROUND:

Report/Document:

Submitted by: Dale Park

Date: April 22, 2019

City Manager: 

Date: May 7, 2019

Park, Alicia

From: Parsons, Frazer
Sent: April 10, 2019 10:25 AM
To: Park, Dale
Cc: Payne, Charise
Subject: Proposed Unified Communications System Recommendation (RFP-2019-05)
Attachments: RFP-2019-05 Evaluation Results.pdf

Hi Dale,

We sent out a request for proposal (**RFP-2019-05**) for a Unified Communications System on March 4, 2019. The Unified Communications System is a modern IP Phone system that enhances the communications experience and is extremely simple to manage. Switching from our current Centrex Phone System to a more up-to-date IP Phone system allows us to add extensions, more phones and provides all the features and more than what we have today. The biggest advantage to switching to an IP Phone system is the **COST SAVINGS** it will provide. The IP Phone system would cost around \$1,700 / month for all the phones and features whereas we are currently paying around \$6,500 to \$7,500 / month with our current Centrex system.

NOTE (Trunking Services is REQUIRED for IP Phone System):

RFP-2019-10 - Supply and Installation of Trunking Services cost / month is included in the \$1,700 / month specified above.

We were pleased to have received 2 very impressive proposals from Bell Aliant and Triware Technology Inc. for **RFP-2019-05**. The design offered in both proposals are similar in that it is an IP Phone system. Triware Technology's proposal allows us to fully manage the system without having to reach out to a third party when employees change offices/locations, again providing cost savings.

After the proposals were reviewed by all three IT staff members and each completing the evaluation scoring matrix, it was a unanimous decision that Triware Technology Inc. provided the **BEST** solution. Triware Technology Inc. provided a RFP with a Cisco BE4000 IP Phone system that will deliver a new level of performance, high availability and scalability that will provide outstanding VoIP (Voice over IP) quality and substantial cost savings. This solution will cost \$59,456 which will be paid out over a 5 year term. After the five year term there will be even more savings as we will be eliminating the hardware payout cost (reducing the \$1,700 to half). This investment will definitely save money going forward.

Please review and advise.

Thanks
Frazer

Frazer Parsons
 Supervisor of Computer Services
 City of Corner Brook
 5 Park Street
 Corner Brook, NL
 A2H 2W8

Phone: (709) 637-1513

Fax: (709) 637-1625

Visit us online: <http://www.cornerbrook.com/>

INTERNAL USE ONLY

REQUEST FOR DECISION

SUBJECT: RFP 2019-10 – Supply & Installation of Trunking Services

DESCRIPTION: The City is in the process of converting from a hosted centrex telephone system, to a unified communications system. The new unified communications system will allow for much greater flexibility within the phone system, while also providing significant savings. The previous hosted centrex telephone system cost the City approximately \$6,500 – 7,500 per month, whereas the new system will cost approximately \$1,700 per month including the acquisition of new hardware. There are two (2) Requests for Proposals that have been issued that work together to provide the hardware and trunking lines required.

There was one (1) proposal submitted for the Supply & Installation of Trunking Services. The proposal was reviewed by the IT staff, and they have recommended that Eastlink be awarded the RFP with an expected monthly cost of \$519 plus HST.

PROPOSED MOTION: It is **RESOLVED** to award the request for proposals for the Supply & Installation of Trunking Services to Eastlink with a monthly costs of \$519 plus HST.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: It is staff's recommendation to award the RFP to Eastlink.

STANDING COMMITTEE COMMENTS:

BACKGROUND:

Report/Document:

Submitted by: Dale Park

Date: April 22, 2019

City Manager: 

Date: 

Park, Alicia

From: Parsons, Frazer
Sent: April 10, 2019 11:19 AM
To: Park, Dale
Cc: Payne, Charise
Subject: Proposed Supply and Installation of Trunking Services (RFP-2019-10)
Attachments: RFP-2019-10 Evaluation Results.pdf

Hi Dale,

We sent out a request for proposal (**RFP-2019-10**) for the Supply and Installation of Trunking Services on March 4, 2019. The Trunking Service is delivered over Fibre. The communications provider uses the SIP protocol to provision voice over IP (VoIP) connectivity between an on-premises phone system and the public switched telephone network (PSTN). It is essentially the gateway to allow incoming and outgoing calls.

NOTE (Trunking Services are REQUIRED for IP Phone System):

Currently BELL Aliant is the sole provider for our phone lines (phone system) and our Internet. Unfortunately, BELL Aliant failed to provide us with a bid for RFP-2019-10. However, we were pleased to have received a very impressive proposal from EASTLINK for **RFP-2019-10**. The proposal included pricing for the SIP Trunking Services, DID's and Long Distance Charges. Long Distance rates (24/7) for Canada/USA is at a rate of \$0.017/min.

Expected Monthly Charges – 5 Year Contract Rate

- SIP Trunks (35 Channels = \$472.50)
- DID's (93 = \$46.50)
- NO Installation FEES

Total Cost / Month = \$519 (This Cost is INCLUDED in the \$1,700 / Month for the Phone System)

The proposal was reviewed by all three IT staff members and each completing the evaluation scoring matrix, it was a unanimous decision that EASTLINK is definitely able to provide the Trunking services equally as good or better than any other provider. I also reached out to references that was listed in the proposal. All references indicate that they are very happy with the service and the product EASTLINK is providing. In fact some have migrated all their services with other providers over to EASTLINK. The proposed trunking service provides us the ability to add more channels for incoming and outgoing calls should it be required very easily. I also compared the pricing EASTLINK provided to what other municipalities are paying with other providers and our pricing was cheaper.

Please review and advise.

Thanks
Frazer

Frazer Parsons
 Supervisor of Computer Services
 City of Corner Brook
 5 Park Street
 Corner Brook, NL
 A2H 2W8

Phone: (709) 637-1513

Fax: (709) 637-1625

Visit us online: <http://www.cornerbrook.com/>

INTERNAL USE ONLY

REQUEST FOR DECISION

Department of Community Services

SUBJECT: Award of Contract 2019-19: Operation of Corner Brook Transit

DESCRIPTION: The City of Corner Brook issued a call for tenders pertaining to the operation of a public transit system within the city. The contract guarantees the exclusive rights to operate a public transit system from September 1st, 2019 to August 29th, 2020. The following bids were received (includes all costs and government sales or excise taxes):

Murphy Brothers Limited - \$316,760.31

Buckles Busing Limited - \$338,675.00

PROPOSED MOTION: it is **RESOLVED** to approve the award of Contract #2019-19, Operation of Corner Brook Transit between the City of Corner Brook and Murphy Brothers Limited at a cost of \$316,760.31 (HST included).

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: To approve execution of the contract.

Legislative Authority:

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

Estimated Cost: \$316,760.31 (HST included)

Budget Line Item: 2300-63150

BACKGROUND:

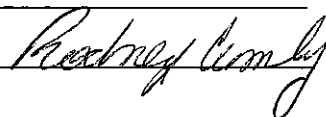
Report/Document: Tender Document with Form of Agreement

Submitted by: 

Date: May 7/19

Reviewed by: _____

Date: _____

City Manager: 

Date: May 7/19



CITY OF CORNER BROOK
OPERATION OF CORNER BROOK TRANSIT

CONTRACT NO: 2019-19

INDEX

	PAGE
NOTICE OF TENDER	
INSTRUCTIONS AND INFORMATION TO BIDDERS	2
FORM OF TENDER	10
FORM OF AGREEMENT	22
SUPPLEMENTARY GENERAL CONDITIONS	
Harmonized Sales Tax	29
Worker's Compensation Board Certificate	29
Taxes and Duties	29
Insurance Requirements	29
Safety Training and Supervision	30
Certificate of Recognition	31
GENERAL CONDITIONS OF CONTRACT	
GC1 Definitions	33
GC2 Documents	34
GC3 Additional Instructions & Schedule of Work	34
GC4 Documents Provided	35
GC5 Ownership of Documents	35
GC6 Engineer's Decision	35
GC7 Owner's Right to do Work	35
GC8 Owner's Right to Stop Work or Terminate Contract	36
GC9 Contractor's Right to Stop Work or Terminate Contract	37
GC10 Other Contractors	38
GC11 Assignment	39
GC12 Subcontractors	39
GC13 Emergencies	40
GC14 Settlement of Claims & Disputes	40
GC15 Indemnification	40
GC16 Changes in the Work	41
GC17 Valuation and Certification of Changes in the Work	41
GC18 Application for Payment	42
GC19 Certificates and Payments	43
GC20 Taxes and Duties	43
GC21 Law, Notices, Permits and Fees	44
GC22 Worker's Compensation	44

GC23	Liability Insurance	45
GC24	Protection of Work and Property	47
GC25	Damages and Mutual Responsibility	47
GC26	Bonds	48
GC27	Contractor's Responsibilities & Control of Work	48
GC28	Labour and Products	50
GC29	Inspection of Work	49
GC30	Rejected Work	49
GC31	Labour	50
GC32	Time of Essence	50

SPECIFICATIONS

PART 1:00 GENERAL:

1.01	Description	52
1.02	Quality Assurance	52
1.03	Definitions	52
1.04	Limits of the City	53
1.05	Contractor's Office	53
1.06	Inspection	54
1.07	Information	54
1.08	Fares and Revenues	54
1.09	Method of Payment	54
1.10	Price Adjustment (Tender Price)	55
1.11	Promotion and Surveys	55
1.12	Complaints	55
1.13	Lost and Found	55

PART 2:00 PRODUCTS:

2.01	Transportation Equipment	55
2.02	Repair and Maintenance of Equipment	56
2.03	Painting and Graphics	57

PART 3:00 EXECUTION:

3.01	General	57
3.02	Operation	57
3.03	Employees	59
3.04	Facilities	60

SCHEDULE A	62
SCHEDULE B	64
SCHEDULE C	66

CITY OF CORNER BROOK
THE OPERATION OF CORNER BROOK TRANSIT
INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. TENDERS

- .1 Envelopes containing the Tender are to be clearly marked:

Tender for: Operation of Corner Brook Transit
Contract No. 2019-19
 Addressed to: The City Clerk
P.O. Box 1080
Corner Brook, NL
A2H 6E1

The name and address of the bidder and the closing time must be shown on the envelope.

- .2 Tenders must be received at the above address on or before the exact closing time and date indicated in the advertisement. **TENDERS RECEIVED AFTER THAT TIME WILL BE REJECTED.**
- .3 The Form of Agreement is included in the Contract Documents at the time of tendering for the purpose of information to bidders and shall not be completed at the time of tendering.
- .4 Before submitting a tender, bidders shall carefully examine the contract documents and the site of the proposed work and fully inform themselves of the existing conditions and limitations. No subsequent allowance under the contract documents will be considered for any bidder who had failed to become familiar with all aspects of the work.
- .5 The City of Corner Brook will not defray any expenses incurred by the bidders in the preparation and submission of their tenders.

2. TENDER DOCUMENTS

1. The tender documents consist of the Instructions to Bidders, Tender Form, Agreement, Drawings, Specifications, and any Amendments to the contract documents issued during the tender period.
2. Every interpretation of, or addition to, the contract documents to be considered valid part of the contract documents and will be issued in the form of a written addendum.
3. No addendum will be issued less than five (5) days prior to the closing date of the tender.

4. Tenderers shall promptly notify the Engineer of any error, inconsistency or omission discovered during the review of the contract documents.
3. TENDER SURETY AND BONDING

1. Bidding Security

Every bidder shall submit with the tender either:

1. A bid bond issued by an approved Surety Company licensed to do business in the Province of Newfoundland and Labrador and made out in favour of the City of Corner Brook. The bid bond shall be at least ten percent (10%) of the tendered amount; **OR**
2. A certified cheque drawn upon a chartered bank licensed to carry on business in Canada in the amount of at least 10 percent (10%) of tendered amount; **OR**
3. An irrevocable letter of credit satisfactory to the City of Corner Brook in the amount of at least ten percent (10%) of the tendered amount. The bidding security will be returned to bidders in accordance with the Notice of Tender.

The terms of the bid security will be invoked and the amount retained by the City of Corner Brook if the bidder fails to enter into an agreement when notified of the award of the work within the period in which a tender offer remains open for acceptance; or fails to provide the Performance Security in the amount and within the period specified.

2. Performance Security

Performance security in one of the following forms and amounts shall be received by the City of Corner Brook:

1. A Performance Bond in the amount of fifty percent (50%) of the tendered amount ; **OR**
2. A certified cheque drawn upon a chartered bank licensed to do business in Canada in the amount of at least ten percent (10%) of the tendered amount. The cheque will be retained until satisfactory completion of the work after which this amount will be returned to the bidder together with the accrued interest thereon at the current bank rate; **OR**
3. An irrevocable letter of credit satisfactory to the City of Corner Brook in the amount of ten percent (10%) of the tendered amount.

The Performance Security is to be received not later than two (2) weeks after the award of the contract by the letter of intent and prior to the formal execution of the agreement. No work is to be undertaken until the Performance Security has been received.

4. COMPLETION OF TENDER FORM

1. The Tender Form is to be completed in its entirety and submitted in the envelope provided and the name of the bidder entered in the “Name of Bidder” space on the tender envelope. The bidder should retain a copy of the tender for his records.

2. Type or legibly print in ink the information required on the Tender Form.

3. Type or legibly print the bidder’s full business name and address in the spaces provided on the Tender Form.

4. Sign the Tender Form in the space provided as indicated:

In the case of a Sole Proprietorship, signature of Sole Proprietor will sign where indicated in the presence of a witness who will sign where indicated. Insert the word “Sole Proprietor” next to the signatures.

In the case of a Partnership, signature of all partners will sign where indicated in the presence of a witness who will sign where indicated. Insert the word “Partner” next to the signatures.

In the case of a Limited Company, signatures of authorized signing officers in the presence of a witness who will sign where indicated, and the corporate seal will be affixed. Indicate next to signature the corporate title of each signer.

5. The attention of the Bidder is drawn to the necessity of legibly pricing each and every item in any Schedule of Quantities and of calculating the units and totals exactly correct to agree with the tender amounts. Failure to do so will be sufficient grounds for rejection.
6. Spaces or Appendices will be provided with the Tender Form, if required, for a list of sub-contractors, use of bid depository, contractor’s experience and list of equipment. All such spaces and appendices must be completed in their entirety legibly by typewriter or by printing in ink.
7. If it becomes necessary to correct an error made on the Tender Form, such

correction must be initialed and dated by the person(s) signing the Tender Form.

5. UNACCEPTABLE TENDERS

1. Tenders not submitted on the Tender Form provided will be rejected.
2. Telegraphic or facsimile tenders will be rejected.
3. Tenders received after the tender closing time as set out in the Notice of Tender will be rejected.
4. Incomplete tenders will be rejected.
5. Tenders containing qualifications or conditions will be rejected.
6. Tenders containing additional clauses to the Tender Form will be rejected.
7. Tenders not accompanied by bidding security in compliance with Clause 3 hereof will be rejected.
8. Incorrectly prepared tenders may be rejected.
9. Failure to acknowledge receipt of addendum in the Tender Form will be considered an incomplete tender, and hence will be rejected.

6. AMENDMENTS TO TENDER

1. Amendments to the tender will be permitted up to the tender closing time as set out in the Notice of Tender. Amendments may be delivered to the City Clerk's office or may be submitted by facsimile # (709) 637-1543 to the City Clerk's office.

7. WITHDRAWAL OF TENDERS

1. Tenders may be withdrawn without penalty by written request, including facsimile request, if such request is received prior to the tender closing time.

8. ACCEPTANCE OF TENDER

1. The Owner will not necessarily accept the lowest or any tender.
2. Upon written acceptance of the tender within the tender validity period, the Tender Form becomes part of the contract documents and the successful bidder becomes the Contractor. The Contractor will be required

to execute a formal agreement with the Owner within thirty (30) days of the date of the letter of intent.

9. SEPARATE PRICES

1. Tenderers are asked to submit separate prices for additional work items. These prices should be indicated in Section C2 of Appendix “C” of the Form of Tender.

10. DURATION OF WORK

Subject to other provisions of the Contract. The Contract shall be for a one (1) year period commencing September 1, 2019 and terminating August 29, 2020.

11. WORK PERFORMANCE

Bidders are required to submit the following information satisfactory to the City which will be used to evaluate their capability to perform and complete the work as set out in the Contract Documents:

1. Verification that the bidder is, or will be forming, a Limited Liability company. If the bidder is a Limited Liability company, the corporate seal should be affixed to the Form of Tender.
2. A list of the principals of the company;
3. Identify the share capital and equity in the company;
4. Include a cash flow statement;
5. Include verification that bank/lending institution is willing to finance the necessary capital investment and that they are aware that Council will require performance security.

12. METHOD OF OPERATION

Tenders must include a description of the method of operation including:

1. Type of equipment to be used;
2. Number of vehicles to be used;
3. Fare schedule;
4. The name of management or supervisory staff;

5. The arrangements for equipment storage and maintenance;
6. Office location;
7. Any additional information which may assist Council in their assessment.

13. SUBSTITUTIONS

Alternatives to the number of vehicles, route schedules and other specifics may be proposed provided that:

1. The request for a substitution is made in writing at least fourteen (14) days prior to the bid date;
2. The request shall clearly define and describe the proposed substitution;
3. The proposed substitution is in keeping with the intent and objectives of the Contract.

14. SUCCESSION RIGHTS

Bidders are asked to note that there are **no union succession rights** applying to this contract.

CITY OF CORNER BROOK
OPERATION OF CORNER BROOK TRANSIT

FORM OF TENDER

TENDER FORM
STIPULATED PRICE CONTRACT

Tender for: Operation of Corner Brook Transit
 Contract No: 2019-19

To: City of Corner Brook
 P.O. Box 1080
 Corner Brook, NL
 A2H 6E1

Gentlemen:

1. Having carefully examined the site of the proposed work and all conditions affecting such, as well as the contract documents including the Specifications, all drawings listed in the Specifications, all Addenda, and Instructions to Bidders for this project:

WE THE UNDERSIGNED, hereby offer to furnish all necessary labour, materials, superintendence, plant, tools and equipment, and everything else required to perform expeditiously and complete in a satisfactory manner the work for the following sums itemized and totaled as set forth below:

Tender price for the operation of Corner Brook Transit as per Section C6 of Appendix "C" of the contract _____

(\$ _____)

in lawful money of Canada which includes all prime costs, allowances, and Government sales or excise taxes in force at this date, except as otherwise provided in the tendering documents.

Upon acceptance of the Tender by the City, the tenderer agrees to perform all work as set out in the Contract for a period of one (1) year commencing September 1, 2019 and terminating on August 29, 2020.

2. WE ENCLOSE HERewith if required by the Instructions to Bidders
 - (a) A bid bond issued by an approved Surety Company licensed to do business in the Province of Newfoundland and Labrador and made out in favour of the City of Corner Brook. The bid bond shall be at least ten percent (10%) of the first year tendered amount; **OR**
 - (b) A certified cheque drawn upon a chartered bank licensed to carry on business in Canada in the amount of at least 10 percent (10%) of the first

year tendered amount; **OR**

- (c) An irrevocable letter of credit satisfactory to the City of Corner Brook in the amount of at least ten percent (10%) of the first year tendered amount.

In the event of this tender being accepted within the time stated in Section 3 below and our failure to enter into a contract in the form hereinafter mentioned for the amount of our tender, the said security may at the option of the City of Corner Brook be forfeited. The forfeiting of the security does not limit the right of action of the City of Corner Brook against us for failure or refusal to enter into a contract.

3. IF NOTIFIED IN WRITING BY THE CITY OF CORNER BROOK OF THE ACCEPTANCE OF THIS TENDER WITHIN THIRTY (30) DAYS OF THE TENDER CLOSING DATE SUBJECT TO SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE CONTRACT DOCUMENTS, WE WILL: -

1. execute the Form of Agreement.
2. if specified, furnish Performance Security and Labour & Material Security in accordance with Clause 3 of the Instructions to Bidders.
3. perform all the work included in the contract for a period of one (1) year commencing on September 1, 2019 and terminating on August 29, 2020.
4. WE understand that Performance Security, and Insurance as required by the contract documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the City of Corner Brook.
5. WE declare that the rates and prices herein tendered have been correctly computed for the purposes of this tender and include and cover all contingencies and provisional sums and all duties, taxes, and handling charges and all transportation and all other charges.
6. WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, traveling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges, except as otherwise provided in the contract documents.
7. WE understand and agree to list the names of sub-contractors and suppliers whose bids have been used in the preparation of this tender price in Appendix "A" of the Tender Form. This list will be subject to the approval of the City of Corner Brook. Blanks in Appendix "A" shall be considered an incomplete bid.
8. WE agree to authorize the City of Corner Brook to release the names of subcontractors used in our tender where such information is requested from the

City of Corner Brook.

9. WE understand and agree to provide a description of the proposed method of operation in Appendix “B” of the Tender Form. Appendix “B” will be subject to the approval of the City of Corner Brook. Blanks in Appendix “B” may be considered an incomplete bid.
10. WE reserve the right to substitute other sub-contractors for any trades in the event of any subcontractor becoming bankrupt after the date hereof. Any such substitution shall be subject to the approval of the City of Corner Brook and contingent upon satisfactory evidence of bankruptcy.
11. WE understand and agree that the City of Corner Brook may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the contract documents.
12. We understand that this procurement process is subject to the Access to Information and Protection of Privacy Act, 2015 and agree that the financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.
13. We understand and agree that the procurement is subject to trade agreements, if applicable.
14. We understand and agree to submit the following information with our tender to assist the City of Corner Brook in determining that the bidder is a reputable company possessing the necessary equipment and personnel required to satisfactorily perform the work:
 1. Verification that the bidder is, or will be forming, a Limited Liability company. If the bidder is a Limited Liability company, the corporate seal should be affixed to the form of tender;
 2. List of the principals of the company;
 3. Identify the share capital and equity in the company;
 4. Cash flow statement;
 5. Description of method of operation including:
 1. type of equipment to be used;
 2. names of the management and supervisory staff;
 3. number of employees;
 4. arrangements for equipment storage and maintenance;

- 5. office location.
- 6. any additional information which may assist the City of Corner Brook in their assessment.

13. WE hereby acknowledge receipt of the following addenda:

Addendum Number: _____ , _____ , _____ , _____

14. In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

Bidder Name : _____

Address : _____

Signing Officer

Signing Officer

Witnessed by

Date

Corporate Seal

Appendix “A”

Hereunder is the list of subcontractors referred to in Section 7 of the Tender Form submitted by _____

to the City of Corner Brook which forms an integral part of the above noted tender.

If no subcontractors will be used in completion of the work, please initial here. _____.

Division/ Work

Names and Addresses of Sub-Contractors
and Suppliers included in our Tender Price

APPENDIX 'B'

Herewith is the description of the proposed method of operation referred to in Section 9 of the tender submitted by _____ to the City of Corner Brook which forms an integral part of the above noted tender.

1. TYPE OF EQUIPMENT

2. NUMBER OF VEHICLES TO BE USED

3. NAMES OF THE MANAGEMENT OR SUPERVISORY STAFF

4. ARRANGEMENTS FOR EQUIPMENT STORAGE AND MAINTENANCE

5. FARE SCHEDULE

6. OFFICE LOCATION

7. ADDITIONAL INFORMATION

(USE ADDITIONAL PAGES IF NECESSARY)

**APPENDIX ‘C’
TENDER PRICE TABLE**

Sections	Description			Amount (\$)
C1	Base Tender			\$
C2	Separate Prices			
	Subtotal Separate Prices			\$
C3	Unit Prices	Qty	Unit	
	Subtotal Unit Prices			\$
C4	Subtotal Tender Prices (Sum of Sections C1 – C3)			\$
C5	Harmonized Sales Tax (HST) (Multiply Section C4 by 13%)			\$
C6	TOTAL TENDER AMOUNT (ADD Sections C4 + C5 and transfer this amount to Section 1 on page 1 of the Tender Form)			\$

Notes:

1. For the purposes of the Public Procurement Act and the evaluation of the tenders received, the bid shall be the Total Tender Amount.
2. Work associated with the Separate Prices may be deleted at the sole discretion of the Owner at the time of contract award and a deduction(s) will be made to the Total Tender Amount equal to the amount(s) in C2 of the Tender Price Table.
3. Costs associated with the Unit Price work will vary depending upon the quantities authorized by the Engineer during the course of the work and the final contract amount will be adjusted accordingly, upwards or downwards, based upon the quoted unit rate.
4. The total tender amount covers the period from September 1, 2019 to August 29, 2020.

APPENDIX 'D'**ADDITIONAL INFORMATION**

The following information is included for **INFORMATION PURPOSES ONLY** and is NOT part of the contract:

- A. Corner Brook Transit Revenue
- B. Ridership
- C. Existing Fare Schedule

APPENDIX D

ADDITIONAL INFORMATION

A. CORNER BROOK TRANSIT REVENUE

<u>YEAR</u>	<u>REVENUE</u>
2013	\$55,634 (7 months only)
2014	\$92,999
2015	\$88,874
2016	\$83,500
2017	\$89,141
2018	\$91,749

APPENDIX 'D'

ADDITIONAL INFORMATION

B. CORNER BROOK TRANSIT MONTHLY RIDERSHIP BY ROUTE

2013 Annual Riders

	Route 5	Route 6	Total
Adult	21882	25641	47523
Senior	7012	6335	13347
Student	3293	3850	7143
Total	32187	35826	68013

2014 Annual Riders

	Route 5	Route 6	Total
Adult	18686	21961	40647
Senior	6571	5020	11591
Student	5995	6520	12515
Total	31252	33501	64753

2015 Annual Riders

	Route 5	Route 6	Total
Adult	18257	25696	43953
Senior	5159	5243	10402
Student	4690	5251	9941
Total	28106	36190	64296

2016 Annual Riders

	Route 5	Route 6	Total
Adult	15533	23789	39322
Senior	4477	4654	9131
Student	3403	4550	7953
Total	23413	32993	56406

2017 Annual Riders

	Route 5	Route 6	Total
Adult	16497	28171	44668
Senior	3981	5030	9011
Student	4060	4377	8437
Total	24538	37578	62116

2018 Annual Riders

	Route 5	Route 6	Total
Adult	15545	25229	40768
Senior	1862	4142	7004
Student	4209	3674	7883
Total	22616	33039	55655

APPENDIX ‘D’

ADDITIONAL INFORMATION

**C. EXISTING CORNER BROOK TRANSIT
FARE SCHEDULE**

1. Regular Fare \$2.50 cash fare
Children under age 12 years \$1.25
Pre-school children with adult accompaniment FREE
2. A passenger who presents a valid transfer to driver at any of the Transfer Points is permitted to ride free of charge.
3. Corner Brook Transit supplies, distributes, and sells tickets and passes at the following rates:

TICKETS (book of five)

Adult	\$ 11.00
Student	\$ 10.00
Senior	\$ 10.00

MONTHLY PASSES (valid from first to last day of month)

Adult	\$ 70.00/month
Student (50 rides)	\$ 55.00/month
Senior	\$ 55.00/month
Semester Pass	\$220.00/semester

CITY OF CORNER BROOK
OPERATION OF CORNER BROOK TRANSIT

FORM OF AGREEMENT

AGREEMENT BETWEEN OWNER AND CONTRACTOR

for use when a stipulated price forms the
basis of payment and to be used only
with the General Conditions of the Contract

THIS AGREEMENT made in duplicate the _____ day of _____

in the year two thousand and _____

BY AND BETWEEN

hereinafter called the "Owner"

AND

hereinafter called the "Contractor"

WITNESSETH: that the Owner and Contractor undertake and agree as follows:

ARTICLE A-1 THE WORK

The City grants to the Contractor the exclusive right to operate a public transit system otherwise known as "Corner Brook Transit" as defined in this contract, in the City of Corner Brook subject to the provisions of this Contract.

The Contractor shall:

- (a) perform all the Work required by the Contract Documents, Contract Name and Number: _____
(insert here the title of the Work and the Project) which have been signed in duplicate by both the parties;
- (b) do and fulfill everything indicated by this Agreement; and
- (c) commence and actively proceed with the Work by the _____ day of _____
to the _____ day of _____.

ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in Article A-1:

Insert here, attaching additional pages if required, a list identifying all Contract Documents including: Drawings, giving drawing number, title, date revision date or mark, and specifications, giving a list of contents with section numbers and titles, number of pages, and date or revision marks if any. Clearly identify and modifications of the Contract Documents.

ARTICLE A-3 CONTRACT PRICE

The Contract price is _____
 (\$_____) in Canadian funds, which price shall be subject to adjustments as
 may be required in accordance with the General Conditions of the Contract. .

ARTICLE A-4 PAYMENT

- (a) Subject to applicable legislation and, where such legislation does not exist or apply, in accordance with such prescribed regulations or industry practice respecting holdback percentages and in accordance with the provisions of the General Conditions of the Contract, the Owner shall:
 - 1. Make monthly payments to the Contractor on account of the Contract price. The amounts of such payments shall be as certified by the Engineer; and
 - 2. Upon Substantial Performance of the Work as certified by the Engineer, pay to the Contractor any unpaid balance of holdback monies then due; and
 - 3. Upon Total Performance of the Work as certified by the Engineer, pay to the Contractor any unpaid balance of the Contract price then due.
- (b) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in any award by a court, interest at the rate and in the manner specified in GC 19 - Certificates and Payments, shall become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

ARTICLE A-5 ADDRESSES FOR NOTICES

All communications in writing between the parties or between them and the City Manager or designate shall be deemed to have been received by the addressed if delivered to the individual or to a member of the firm or to an officer of the Corporation for whom they are intended or if sent by post or by telegram addressed as follows:

The Owner at _____
street and number and postal box number if applicable

post office or district, province, postal code

The Contractor at _____
street and number and postal box number if applicable

post office or district, province, postal code

The Engineer/Architect at _____
street and number and postal box number if applicable

post office or district, province, postal code

ARTICLE A-6 SUCCESSION

The General Conditions of the Contract hereto annexed, and all other aforesaid Contract Documents, are all to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED
in the presence of:

OWNER

CONTRACTOR

name & title

name & title

signed

signed

name and title

name and title

signed

signed

witness

witness

N.B. Where any legal jurisdiction, local practice or client requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the Corporation or Partnership, should be attached.

CITY OF CORNER BROOK
OPERATION OF CORNER BROOK TRANSIT

SUPPLEMENTARY GENERAL CONDITIONS

SUPPLEMENTARY GENERAL CONDITIONS

SGC 1.0 HARMONIZED SALES TAX

- .1 Do not include the Harmonized Sales Tax in individual unit prices or lump sum prices or cash allowances in the Tender Price Table. All taxes and duties shall be added according to GC 20 of the General Conditions and the HST, payable by the Owner under this contract, shall be deemed to be included in the tendered amount in Clause 1 of the Tender Form.

SGC 2.0 WORKER'S COMPENSATION BOARD CERTIFICATE

- .1 Before entering into a contract, the successful bidder is required to submit to the Owner a Certificate from the Worker's Compensation Board to the effect that the bidder is in good standing with the Board. The Contractor is required to provide the Owner with a similar certificate on an annual basis and also before approval of final payment.

SGC 3.0 TAXES AND DUTIES

- .1 Referring to Section GC20 of the General Conditions, any increase or decrease in taxes only refers to Products, Material and Equipment incorporated into the completed Work.

SGC 4.0 INSURANCE REQUIREMENTS

1. The Contractor shall not commence any work until he obtains, at his expense, all required insurances as specified in the General Conditions and the following Supplementary General Conditions. Such insurance must have the approval of the City and to the limits, form and amounts specified. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been complied with by such subcontractors.
2. The Contractor shall provide a certificate from an Insurance Company, licensed to do business in the Province of Newfoundland and Labrador, or its agent, giving the following details of a Comprehensive General Liability Policy:
 - (a) Company's Name;
 - (b) Policy Number;
 - (c) Minimum limit of \$5,000,000 inclusive for all claims for Bodily Injury or Property Damage arising from one accident. Reduced limits for any part of the coverage is not acceptable;

- (d) The City named as an additional insured and the Cross Liability Clause included;
 - (e) The Policy cannot be lapsed, cancelled, or in any way endorsed, so as to effect the coverage provided for the Contract unless giving thirty (30) days notice in writing to the Owner at a specified address.
3. The Contractor shall provide a certificate from an Insurance Company, licensed to do business in the Province of Newfoundland and Labrador, or its agent, giving the following details of a Standard Automobile Policy Liability Coverage:
- (a) Company's Name;
 - (b) Policy Number;
 - (c) Occupation or business described in the policy;
 - (d) A minimum of \$5,000,000 inclusive for all claims for Bodily Injury or Property Damage arising from one accident;
 - (e) Schedule of vehicles or a statement taken from the policy that all vehicles are covered;
 - (f) The City added as an additional Named Insured, the Cross Liability clause included;
 - (g) Any physical damage (collision, comprehensive, or specified perils) on vehicles are at the tenderers own decision and expense;
 - (h) A minimum of 5,000,000 third party liability, accident benefits, SEF 6C - Public Passenger Hazards.

SGC 5.0 SAFETY TRAINING AND SUPERVISION

- .1 Contractors shall ensure that work covered under these documents conform, where required, to the following Acts and Regulations set out by the Occupational Health and Safety branch of the Department of Employment and Labour Relations:
- 1. Transportation of Dangerous Goods
 - 2. Navigation of Overhead Wires
 - 3. Working in Confined Spaces
 - 4. Highway Flagging and Signage
 - 5. Workplace Hazardous Materials Information System
 - 6. Working with Small Tools/Shop Equipment

- 7. First Aid and CPR
 - 8. Safety Committee
 - 9. Other applicable occupational health and safety acts or regulations.
- .2 Contractors shall complete the “Safety Training and Supervision Certificate” before construction commences and supply proof of pertinent occupational health and safety training of workers and supervisors.

SGC 6.0 CERTIFICATE OF RECOGNITION

- .1 The Contractor shall within fourteen (14) days of award of the contract, and prior to commencement of the work, provide a Letter of Good Standing under the Certificate of Recognition Program from the Newfoundland and Labrador Construction Safety Association.
- .2 At anytime during the term of Contract, when requested by the Owner, the Contractors shall provide such evidence of compliance by any or all of his Subcontractors.

CITY OF CORNER BROOK
OPERATION OF CORNER BROOK TRANSIT

GENERAL CONDITIONS OF CONTRACT

GC1 DEFINITIONS

1.1 Contract Documents

The “Contract Documents” consists of the Instructions to Bidders, Executed Agreement, General Conditions of Contract, Supplementary General Conditions of Contract, Specifications, Drawings and such other documents as are listed in Article A-2 of the Agreement, including all amendments thereto incorporate before their execution and subsequent amendments thereto made pursuant to the provisions of the contract or agreed upon between the parties. The successful bidder’s tender, and any addenda to the Specification issued during the bidding period shall also form part of the contract documents.

1.2 Owner, Engineer, Contractor

The “Owner, Engineer and Contractor” are the persons, firms or corporation identified as such in the Agreement and referred to throughout the contract documents as if singular in number and masculine in gender. The term “Owner, Engineer and Contractor” means the owner, engineer or contractor or their authorized representatives as designated by each party in writing.

1.3 Subcontractor

A “Subcontractor” is a person, firm or corporation having a direct contract with the contractor to perform a part or parts of the Work included in the contract, or to supply products worked to a special design according to the contract documents, but does not include one who merely supplies products not so worked.

1.4 City

“City” means the City of Corner Brook.

1.5 The Work

“Work” includes the whole of the works, materials, matters and things required to be done, furnished and performed by the Contractor under the contract.

1.6 Other Contractor

The term “Other Contractor” means any person, firm or corporation employed by or having a separate contract directly or indirectly with the Owner for work other than that required by the contract documents.

1.7 Contract Time

- (a) The “contract time” is the time stated in Article A-1(3) of the Agreement for Substantial Performance of the Work.
- (b) The term “day “as used in the contract documents, shall mean the calendar day.
- (c) The term “working day” means any day observed by the construction industry in the area of the place of building.

GC2 DOCUMENTS

- 2.1 The contract documents shall be signed in duplicate by the Owner and the Contractor.
- 2.2 Words which have well known technical or trade meanings are used in the contract documents in accordance with such recognized meanings.
- 2.3 In the event of conflicts between contract documents the following shall apply:
 - a. documents of later date shall govern;
 - b. General Conditions of Contract shall govern over Specifications;
 - c. Supplementary General Conditions shall govern over the General Conditions of the Contract;
 - d. Agreement shall govern over all documents.

GC3 ADDITIONAL INSTRUCTIONS AND SCHEDULE OF WORK

- 3.1 During the progress of the Work, the Engineer shall furnish to the Contractor such additional instructions as may be necessary to supplement the contract documents. All such instructions shall be consistent with the intent of the contract documents.
- 3.2 Additional instructions may include minor changes to the Work which affect neither the contract price nor the contract time.
- 3.3 Additional instructions may be in the form of drawings, samples, models or written instructions.
- 3.4 Additional instructions will be issued by the Engineer with reasonable promptness and in accordance with any schedule agreed upon.
- 3.5 The Contractor shall, within thirty (30) days of the signing of the contract,

provide the Owner with a Schedule of Work.

GC4 DOCUMENTS PROVIDED

- 4.1 The Contractor will be provided, without charge, a reasonable number of contract documents or parts thereof as are reasonably necessary for the performance of the Work.

GC5 OWNERSHIP OF DOCUMENTS

- 5.1 All contract documents and copies thereof, shall remain the property of the Owner and are not to be used on other work.
- 5.2 Such documents are not to be copied or revised in any manner without the written authorization of the Owner.

GC6 ENGINEER'S DECISION

- 6.1 The Engineer in the first instance shall decide on questions arising under the contract documents and interpret the requirements therein. Such decisions shall be given in writing.
- 6.2 The Contractor shall notify the Engineer in writing within five (5) days of receipt of a decision of the Engineer referred to in 6.1 should he hold that a decision by the Engineer is in error and/or at variance with the contract documents. Unless the Contractor fulfills this requirement subsequent claims by him for extra compensation, arising out of the decision, will not be accepted.
- 6.3 If the question of error and/or variance is not resolved immediately, and the Engineer decides that the disputed work shall be carried out, the Contractor shall act according to the Engineer's written decision.

Any question of change in contract price and/or extension of contract time due to such error and/or variance shall be decided as provided in GC14 - Settlement of Dispute and Claims.

GC7 OWNER'S RIGHT TO DO WORK

- 7.1 If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of the contract, the Owner may notify the Contractor in writing that he is in default of his contractual obligations and instruct him to correct the default within five (5) working days of receiving the notice.
- 7.2 If the correction of the default cannot be completed within the five (5) working days specified, the Contractor shall be considered to be in compliance with the

Owner's instructions if he:

- a) Commences the correction of the default within the specified time; and
- b) Provides the Owner with an acceptable schedule for such correction; and
- c) Completes the correction in accordance with such schedule.

7.3 If the Contractor fails to comply with the provisions 7.1 and 7.2, the Owner may, without prejudice to any other right or remedy he may have, correct such default and may deduct the cost thereof from the payment then or thereafter due the Contractor.

GC8 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

8.1 If the Contractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of his insolvency, the Owner may, without prejudice to any right or remedy he may have, by giving the Contractor written notice, terminate the contract.

8.2 The Owner may notify the Contractor in writing that he is in default of his contractual obligations, if the Contractor:

- a) Fails to proceed regularly and diligently with the Work; or
- b) Without reasonable cause, wholly suspends the carrying out of the Work before the completion thereof; or
- c) Refuses or fails to supply sufficient properly skilled workmen or proper workmanship, products or construction machinery and equipment for the scheduled performance of the work within five (5) working days of receiving written notice from the Engineer; or
- d) Fails to make payments due to his subcontractors, his suppliers or his workmen; or
- e) Persistently disregards laws or ordinances, or the Engineer's instructions; or
- f) Otherwise violates the provisions of the contract to a substantial degree.

Such written notice by the Owner shall instruct the Contractor to correct the default within five (5) working days from the receipt of the written notice.

8.3 If the correction of the default cannot be completed within the five (5) working

days specified, the Contractor shall be considered to be in compliance with the Owner's instructions if he:

- a) Commences the correction of the default within the specified time; and
- b) Provides the Owner with an acceptance schedule for such correction; and
- c) Completes the correction in accordance with such schedule.

8.4 If the Contractor fails to correct the default within the time specified or subsequently agreed upon, the Owner may, without prejudice to any other right or remedy he may have, stop the work or terminate the contract.

8.5 If the Owner terminates the contract under the conditions set out above, he is entitled to:

- a) Take possession of the premises and products and utilize the temporary buildings, plants, tools, construction machinery and equipment, goods, materials, intended for, delivered to and placed on, or adjacent to, the Work and may complete the Work by whatever method he may deem expedient, but without undue delay or expense;
- b) Withhold any further payments to the Contractor until the Work is finished;
- c) Upon total performance of the Work, charge the Contractor the amount by which the full cost of finishing the Work, including compensation to the Engineer for his additional services exceeds the unpaid balance of the contract price; or if such cost of finishing the work is less than the unpaid balance of the Contract Price, pay the Contractor the difference;

GC9 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

9.1 If the Owner should be adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of his insolvency, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner written notice, terminate the contract.

9.2 If the work should be stopped or otherwise delayed for a period of thirty (30) days or more under an order of any court, or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of anyone directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy he may have, by giving the Owner fifteen (15) days written notice, terminate the contract.

9.3 The Contractor may notify the Owner in writing that the Owner is in default of his contractual obligations if:

- (a) The Engineer fails to issue a certificate in accordance with GC19 - Certificates & Payments;
- (b) The Owner fails to pay to the Contractor when due any amount certified by the Engineer and verified by the audit of the Owner.

Such written notice shall advise the Owner that if such default is not corrected within fifteen (15) days from the receipt of the written notice, the Contractor may, without prejudice to any other right or remedy he may have, stop the work and/or terminate the contract.

- 9.4 If the Contractor terminates the contract under the conditions set out above, he shall be entitled to be paid for all work performed and for any loss sustained upon products and plant supplied with reasonable overhead, profit and damages.

GC10 OTHER CONTRACTORS

- 10.1 The Owner reserves the right to let separate contracts in connection with the project of which the Work is part.
- 10.2 The Owner shall coordinate the work and insurance coverage of other contractors as it affects the Work of this contract.
- 10.3 The Contractor shall coordinate his work with that of other contractors. Any change in the costs incurred by the Contractor in the planning and performance of such work which was not shown or included in the contract documents as of the date of signing the contract, shall be evaluated as provided under GC17 - Valuation and Certification of Changes in the Work.
- 10.4 The Contractor shall report to the Engineer any apparent deficiencies in other contractor's work which would affect the Work of this contract immediately as they come to his attention and shall confirm such report in writing. Failure by the Contractor to so report shall invalidate any claims against the Owner by reason of the deficiencies of other contractor's work except as to those of which he was not reasonably aware.

GC11 ASSIGNMENT

The Contractor shall not assign the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the Owner.

GC12 SUBCONTRACTORS

- 12.1 The Contractor agrees to preserve and protect the rights of the Owner under the contract with respect to any work to be performed under subcontract. The Contractor shall:

- a) Require his subcontractors to perform their work in accordance with and subject to the terms and conditions of the contract documents; and
- b) Be fully responsible to the Owner for acts and omissions of his subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

The Contractor therefore agrees that he will incorporate all the terms and conditions of the contract documents into all subcontract agreements he enters into with his subcontractors.

- 12.2 The Contractor shall employ those subcontractors proposed by him in writing and accepted by the Owner prior to the signing of the contract for such portions of the Work as may be designated in the bidding requirements.
- 12.3 The Owner may, for reasonable cause, object to the use of a proposed subcontractor and require the Contractor to employ one of the other subcontractor bidders.
- 12.4 In the event that the Owner requires a change from any proposed subcontractor, the contract price shall be adjusted by the difference in cost occasioned by such required change.
- 12.5 The Contractor shall not be required to employ as a subcontractor any person or firm to whom he may reasonably object.
- 12.6 The Engineer may, upon reasonable request and at his discretion, provide to a subcontractor information as to the percentage of the subcontractor's work which has been certified for payment.
- 12.7 Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the Owner.

GC13 EMERGENCIES

- 13.1 The Engineer has authority in an emergency to stop the progress of the work whenever, in his opinion, such stoppage may be necessary to ensure the safety of life, or the Work, or neighboring property. This includes authority to make changes in the Work, and to order, assess and award the cost of such Work, extra to the contract or otherwise, as may in his opinion be necessary. The Engineer shall, within two (2) working days, confirm in writing any such instructions. In such a case, if Work has been performed under direct order of the Engineer, the Contractor shall keep his right to claim the value of such Work.
- 13.2 Should the Work be stopped by civil pickets, or other disorder, neither the Owner

nor the Contractor shall have claim for change in the price of the contract.

GC14 SETTLEMENT OF DISPUTES & CLAIMS

- 14.1 In the case of any dispute or claim arising between the Owner and the Contractor as to their respective rights and obligations under the contract, either party hereto may give the other written notification of such dispute or claim. The notification of dispute or claim shall be made within fourteen (14) days of the dispute or cause of action arising. If the dispute or claim cannot be resolved to the satisfaction of both parties, either party may refer the matter to such judicial tribunal as the circumstances require.
- 14.2 Legal proceedings shall not take place until after the performance or the substantial performance of the disputed work except:
- a) When the dispute concerns a certificate for payment; or
 - b) Where either party can show that the matter in dispute requires immediate consideration while evidence is available; or
 - c) In the case of legal proceedings, where the action may become prescribed by reason of delay.

GC15 INDEMNIFICATION

- 15.1 Except as provided in 15.2, the Contractor shall be liable for, and shall indemnify and hold harmless the Owner and the Engineer, their agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings, whatsoever arising under any statute or Common Law:
- a) In respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the work; and
 - b) In respect of any injury or damage whatsoever to any property, real or personal or any chattel real, insofar as such injury or damage arises out of or in the course of or by reason of the carrying out of the work.
- 15.2 The Contractor shall not be liable under 15.1 if the injury, death, loss or damage is due to any act or neglect of the Owner or Engineer, their agents or employees.

GC16 CHANGES IN THE WORK

- 16.1 The Owner may make changes by altering, adding to, or deducting from the

Work, with the contract price and the contract time being adjusted accordingly.

- 16.2 Except as provided in GC13 - Emergencies, no change shall be made without a written order from the Engineer and no claim for an addition or deduction to the contract price or change in the contract time shall be valid unless so ordered and at the same time valued or agreed to be valued as provided in GC17 - Valuation and Certification of Changes in the Work.

GC17 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK

- 17.1 The value of any change shall be determined in one or more of the following methods by:
- a) Estimate and acceptance in a lump sum;
 - b) Unit prices subsequently agreed upon;
 - c) Cost and a fixed or percentage fee.

In the case of changes in the Work valued as outlined in 17.1(a), the Contractor shall submit an itemized estimate for all materials and labour to complete the extra Work. In the case of changes in the Work valued as outlined in 17.1(c), the Contractor shall submit detailed invoices, vouchers and time sheets for all materials and labour to complete the extra Work.

When Work is performed by the Contractor's own forces, his markup for overhead shall be ten percent (10%) and his profit ten percent (10%) of the agreed or actual cost of the change. When Work is performed by one of his subcontractors, the subcontractor's markup for overhead shall be ten percent (10%) of the agreed or actual cost of the change plus five percent (5%) for profit. The Contractor's markup for overhead and profit shall be ten percent (10%) of the subcontractor's total price.

- 17.2 Notwithstanding the provisions of 17.1 in case of changes in the Work, the amount charged for equipment rentals shall be that provided in the contract and no additional amount shall be paid as markup for overhead or profit for the Contractor or Subcontractor.
- 17.3 When a change in the present Work is proposed or required, the Contractor shall present to the Engineer for approval his claim for any change on the contract price and/or change in the contract time. The Engineer shall satisfy himself as to the correctness of such claim and, when approved, shall issue a written order to the Contractor to proceed with the change. The value of Work performed in the change shall be included for payment with the regular certificate for payment.

- 17.4 In the case of changes in the Work to be paid for under methods (b) and (c) of 17.1 the form of presentation of costs and methods of measurement shall be agreed to by the Engineer and Contractor before proceeding with the change. The Contractor shall keep accurate records, as agreed upon, of quantities or costs and present an account of the cost of the change in the Work, together with vouchers where applicable.
- 17.5 If the method of valuation, measurement, and the change in contract price and/or change in contract time cannot be promptly agreed upon, and the change is required to be proceeded with, then the Engineer shall determine the method of valuation, measurement and the change in contract price and/or contract time subject to final determination in the manner set out in GC14 - Settlement of Disputes and Claims. In this case, the Engineer shall issue a written authorization for the change setting out the method of valuation and if by lump sum his valuation of the change in contract price and/or contract time.
- 17.6 In the case of a dispute in the valuation of a change authorized in the Work pending final determination of such value, the Engineer shall verify the value of work performed and include the amount with the regular certificates for payment.
- 17.7 It is intended in all matters referred to above that the Engineer and Contractor shall act promptly.
- 17.8 Credits will be based on the net cost of material and labour or the net difference in unit price quantities.
- 17.9 The contractor shall provide proof that changes in the work are included in bonding and insurance coverages.

GC18 APPLICATION FOR PAYMENT

- 18.1 Applications for payment on account as provided for in Article A-4 may be made monthly as the Work progresses.
- 18.2 Application for payment shall be made monthly on a date to be agreed between the Owner and the Contractor and the amount claimed shall be for an amount equal to one twelfth of the total tender price.

GC19 CERTIFICATES AND PAYMENTS

- 19.1 The Engineer shall, within ten (10) days of receipt of an application for payment from the Contractor submitted in accordance with GC18 - Application for Payment, issue a certificate for payment in the amount applied for or such other

amount as he shall determine to be properly due. If the Engineer amends the application he shall promptly notify the Contractor in writing, giving his reasons for the amendment.

- 19.2 The Owner shall within twenty-one (21) days of issuance of a certificate for payment by the Engineer make payment to the Contractor on account, in accordance with the provisions of the Agreement.
- 19.3 If a payment is not made within sixty (60) days of issuance of a certificate for payment by the Engineer, the Owner will be liable for interest on the amount owing at the rate of prime +1% per annum from the sixty-first (61st) day to the date of payment.
- 19.4 Notwithstanding any other provision of this contract, the Owner may:
 - a) In the event of a claim by the Owner against the Contractor for damages arising out of the performance or non-performance of the contract, withhold payment of any amount equal to the alleged damages until the liability for damages is established and no amount of interest will be paid on amounts held under this clause;
 - b) Set-off amounts owing by the Contractor to the Owner.

GC20 TAXES AND DUTIES

- 20.1 Unless otherwise stated in Supplementary General Conditions, the Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the contract.
- 20.2 Any increase or decrease in costs to the Contractor due to changes in such taxes and duties after the date of the Agreement and up to the agreed date of completion shall increase or decrease the contract price accordingly. If the Owner so desires, the Contractor is to cooperate with the Engineer and Owner and permit access to books and records in order to establish the amount of such taxes involved.
- 20.3 The Contractor shall maintain full records of his estimates of and actual cost of the Work together with all proper tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, shall make them available to audit and inspection by the Owner, the Auditor General for Newfoundland and Labrador or by persons acting on their behalf, shall allow them to make copies thereof and to take extracts therefrom, and shall furnish them with any information which they may require from time to time in connection with such records.

GC21 LAW, NOTICES, PERMITS AND FEES

- 21.1 The laws of the place of building shall govern the work.
- 21.2 The Contractor shall obtain all permits/licenses/certificates and pay all fees required for the performance of the Work which are in force at the date of tender submission (but this shall not include the obtaining of permanent easements or rights of servitude).
- 21.3 The Contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, codes and order of all authorities having jurisdiction relating to the Work, to the preservation of the public health and construction safety which are or become in force during the performance of the Work.
- 21.4 The Contractor shall not be responsible for verifying that the contract documents are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work. If the contract documents are at variance therewith, or changes which require modification to the contract documents are made to any of the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of tender submission, any resulting change in the cost shall constitute a corresponding change in the contract price. The Contractor shall notify the Engineer in writing requesting direction immediately any such variance or change is observed by him.
- 21.5 If the Contractor fails to notify the Engineer in writing and obtain his direction as required in GC21.4 and performs any work knowing it to be contrary to any laws, ordinances, rules, regulations and codes and orders of any authority having jurisdiction, he shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages, attributable to his failure to comply with the provisions of such laws, ordinances, rules, regulations and codes and orders.

GC22 WORKER'S COMPENSATION

- 22.1 Prior to commencing the Work and prior to receiving payment on Substantial and Total Performance of the Work, the Contractor shall provide evidence of compliance with all requirements of the Province of the place of building with respect to Workers Compensation including payments due thereunder.
- 22.2 At any time during the term of contract, when requested by the Engineer, the Contractor shall provide such evidence of compliance by himself and any or all of his subcontractors.

GC 23 LIABILITY INSURANCE

- 23.1 Commercial General Liability Insurance

- (a) Without restricting the generality of GC 15 – Indemnification, the Contractor shall provide and maintain, either by way of a separate policy or by an endorsement to his existing policy, Commercial Liability Insurance acceptable to the Owner (where applicable) and subject to limits set out in detail in the Supplementary General Conditions inclusive per occurrence for bodily injury, death, and damages to property including loss of use thereof.
- (b) This insurance shall include as an additional insured the Owner (where applicable). The Contractor shall not commence any work until he obtains, at his expense, all required insurances as specified. Such insurance must have the approval of the Engineer and be to the limits, form and amounts specified. The Contractor will not permit any Subcontractor to commence work on this Project until the same insurance requirements have been complied with by the Subcontractor. To avoid duplication of coverage, if the work of the subcontractor requires insurance specific to the operations of the Subcontractor, such as items outlined in Clause 26.1 (d) 10), it will be sufficient for the General Contractor and Owner (where applicable), to be named as additional insureds on the policy of the subcontractor for the duration of the contract awarded to the subcontractor.
- (c) The insurance shall also include as Unnamed Insureds the architectural and engineering consultants of the Owner with respect to work performed by the Contractor, but excluding professional liabilities associated with such a architectural and engineering consultants.
- (d) The Commercial General Liability Insurance will not be limited to, but shall include coverage for:
 - 1. premises and operations liability
 - 2. products or completed operation liability
 - 3. blanket contractual liability
 - 4. broad form property damage
 - 5. cross liability
 - 6. elevator and hoist liability
 - 7. contingent employer's liability
 - 8. personal injury liability
 - 9. liability with respect to non-owned licensed vehicles

23.2 Automobile Liability Insurance

The Contractor shall provide and maintain liability insurance in respect of (i) owned licensed vehicles and (ii) leased vehicles, subject to limits set out in the Supplementary General Conditions inclusive.

GC24 PROTECTION OF WORK AND PROPERTY

- 24.1 The Contractor shall protect the property from damage as the result of his operations under the contract.
- 24.2 The Contractor shall protect the Work and the Owner's property from damage and shall be responsible for any damage which may arise as the result of his operations under the contract except damage which occurs as the result of:
- a) Errors in the contract documents; and/or
 - b) Acts or omissions by the Owner, his agents, employees or other contractors.
- 24.3 Should any damage occur to the Work and/or Owner's property for which the Contractor is responsible he shall make good such damage at his own expense or pay all costs incurred by others in making good such damage.
- 24.4 Should any damage occur to the Work and/or Owner's property for which the Contractor is not responsible as provided in GC15 he shall make good such damage to the Work, and, if the Owner so directs, to the Owner's property, and the contract price and contract time shall be adjusted in accordance with GC16 - Changes in the Work.
- 24.5 The Contractor shall be completely responsible for the safety of the Work as it applies to protection of the public and property and the construction of the Work.

The Codes that must be followed and enforced for safety are:

- c) The National Building Code, Part 8, Construction Safety Measures (Latest Edition);
 - d) The Worker's Compensation Board Accident Prevention Regulations (Latest Edition);
 - e) Canadian Code for Construction Safety (Latest Edition) as issued by the Associate Committee of the National Building Code; and
 - f) Occupational Health and Safety Act and Regulations.
- 24.6 Any person not following stipulated safety regulations shall be dismissed.

GC25 DAMAGES AND MUTUAL RESPONSIBILITY

- 25.1 If either party to this contract should suffer damage in any manner because of any wrongful act or neglect of the other party or anyone employed by him then he shall be reimbursed by the other party for such damages. The party reimbursing the other party shall be subrogated to the rights of the other party in respect of

such wrongful act or neglect if it be that of a third party.

- 25.2 Claims under this GC shall be made in writing to the party liable within reasonable time after the first observance of such damage and not later than the time limits stipulated in GC19 - Certificates and Payments, and may be adjusted by agreement or in the manner set out in GC14 - Settlement of Disputes and Claims.
- 25.3 If the Contractor has caused damage to any Other Contractor on the Work, the Contractor agrees upon due notice to settle with Other Contractor by agreement or arbitration, if he will so settle. If such Other Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor and may require the Contractor to defend the action at the Contractor's expense. If any final order or judgment against the Owner arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.
- 25.4 If the Contractor becomes liable to pay or satisfy any final order, judgment or award against the Owner, then the Contractor, upon undertaking to indemnify the Owner against any and all liability for costs, shall have the right to appeal in the name of the Owner such final order or judgment to any and all courts of competent jurisdiction.

GC26 BONDS

- 26.1 The Owner shall have the right during the period stated in the tender documents for acceptance of the tender to require the Contractor to provide and maintain in good standing until the fulfillment of the contract, bonds covering the faithful performance of the contract.
- 26.2 All such bonds shall be issued by a duly incorporated surety company approved by the Owner and authorized to transact a business or surety-ship in the Province of Newfoundland and Labrador.
- 26.3 If bonds are called for in the tender documents or Supplementary General Conditions or Instructions to Bidders, the costs attributable to providing such bonds shall be included in the tender price.
- 26.4 Should the Owner require the provision of a bond or bonds by the Contractor other than those provided for under 27.3, the contract price shall be increased by all costs attributable to providing such bonds.
- 26.5 The Contractor shall promptly provide the Owner with any bonds that are required.

GC27 CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

- 27.1 The Contractor shall have complete control of the Work except as provided in GC13 - Emergencies. He shall effectively direct and supervise the Work using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all parts of the Work under the contract.
- 27.2 The Contractor shall carefully examine the contract documents and shall promptly report to the Engineer any error, inconsistency or omissions he may discover. The Contractor shall not be held liable for any damage resulting from any such errors, inconsistencies or omissions in the contract documents.

GC28 LABOUR AND PRODUCTS

- 28.1 Unless otherwise stipulated elsewhere in the contract documents, the Contractor shall provide and pay for all labour products, tools, construction equipment and machinery, water, heat, light, power, transportation and other facilities and services necessary for the proper performance of the Work.
- 28.2 All products provided shall be new unless otherwise specified in the contract documents. Any products which are not specified shall be of a quality best suited to the purpose required and their use subject to the approval of the Engineer.
- 28.3 The Contractor shall at all times maintain good order and discipline among his employees engaged on the Work and shall not employ on the Work any unfit person nor anyone not skilled in the task assigned to him.

GC29 INSPECTION OF WORK

- 29.1 The Owner and his authorized representatives shall have access to the Work for inspection wherever it is in preparation or progress. The Contractor shall cooperate to provide reasonable facilities for such access.
- 29.2 If special tests, inspections or approvals are required by the contract documents, the Engineer's instructions or the laws or ordinances of the place of building, the Contractor shall give the Engineer timely notice requesting inspection. Inspection by the Engineer shall be made promptly. The Contractor shall arrange inspection by other authorities and shall notify the Engineer of the date and time.
- 29.3 Examination of any questioned work may be ordered by the Engineer. If such work be found in accordance with the contract, the Owner shall pay the cost of examination and replacement, together with the cost of subsequent verification testing. If such Work be found not in accordance with the contract through fault of the Contractor, the Contractor shall pay such cost.

- 29.4 The Contractor shall furnish promptly to the Engineer two (2) copies of all certificates and inspection reports relating to the Work.

GC30 REJECTED WORK

- 30.1 Defective Work, whether the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the contractor, and whether incorporated on the Work or not, which has been rejected by the Engineer as failing to conform to the contract documents shall be removed promptly from the premises of the Contractor and replaced and/or re-executed promptly in accordance with the contract documents at the Contractor's expense.
- 30.2 Other Contractor's work destroyed or damaged by such removals or replacements shall be made good promptly at the Contractor's expense.
- 30.3 If, in the opinion of the Engineer, it is not expedient to correct defective work not done in accordance with the contract documents, the Owner may deduct from the contract price the difference in value between the Work as done and that called for by the contract, the amount of which shall be determined by the Engineer.

GC31 LABOUR

- 31.1 In carrying out his duties under this contract, the Contractor should comply with all Provincial and Federal legislation respecting labour and the employment of labour, where applicable, including the labour standards code and shall not operate in conflict with the Human Rights legislation. In the employment of labour, preference should be given to persons normally resident in the City of Corner Brook.
- 31.2 The Contractor and subcontractors shall maintain and keep available for inspection by the Owner, a record of the names and addresses of all men employed on the project.
- 31.3 All work shall be done by workmen skilled in their various trades.
- 31.4 There shall be no discrimination in the selection of workers for employment on the project in respect of race, age, sex, religious views or political affiliation.
- 31.5 The Contractor shall pay fair wages and shall pay rates of wages and allowances to the various classes of labour not less favourable than those prevailing in the area where the work is being performed.

GC32 TIME OF ESSENCE

- 32.1 Time is of the essence of the contract.

CITY OF CORNER BROOK
OPERATION OF CORNER BROOK TRANSIT

SPECIFICATIONS

PART 1 GENERAL

1.01 DESCRIPTION

WORK INCLUDED

1. The Work to be done consists of the operation of a Public Transit System for the City of Corner Brook.
2. Under this contract, the Contractor is guaranteed the exclusive right to operate a public transit system within the City of Corner Brook.

1.02 QUALITY ASSURANCE

1. Compliance with all pertinent codes and regulations.
2. Where provisions of pertinent codes and standards conflict with the requirements of this section of these Specifications, the more stringent provisions should govern.
3. All vehicles and operators shall conform to the Highway Traffic Act and by laws of The City of Corner Brook.

1.03 DEFINITIONS

- (1) "Anniversary Date" is the date 12 months after the start of this Contract and the date occurring at the end of each twelve month period thereafter to the end of this Contract.
- (2) "City" means Corner Brook City Council and any person or persons appointed by Council to be the Council's representative in the operations of the Corner Brook Transit System.
- (3) "Contract" means the Formal Agreement, Instructions and Information to Tenderers, Form of Tender, Conditions of the Contract, Schedules "A", "B", "C" and "D" and Addenda.
- (4) "Contract Price" means the aggregate of the amounts applicable to the work and set forth in the Tender as may be increased or decreased in accordance with the provisions of the Contract.
- (5) "Maintenance" means to clean, maintain and repair the Vehicles, shelters, main transfer points and premises forming part of the Transit System in good and substantial repair, including painting.

- (6) "Main Transfer Point" or "M.T.P." means the major transfer point together with buildings and premises designated by the City to provide for the more or less simultaneous and timed transfer of passengers between all routes located next to City Hall.
- (7) "Contractor" means the person or person's firm or company who's tender for the execution of the Works has been accepted by the City and includes the Operator's personal representative, successors and permitted assigns.
- (8) "Transfer Points" means all stops and shelters where two or more routes overlap and where passengers shall be permitted to transfer from one route to another and includes the Main Transfer Point next to City Hall.
- (9) "Transit System" means the Corner Brook Transit System which includes all structures, facilities, signs, grounds and equipment pertaining thereto and the operation and maintenance thereof; and furthermore means only the Work as set forth in this Contract and does not include carriers who bring in passengers from outside the City or pick up passengers within the City for transport to points outside the City, nor does it include carriers serving specialized classes of passengers such as school bus operations and vehicle operations for the handicapped.
- (10) "Work" means the work to be performed by the Operator as described in the Contract.

1.04 LIMITS OF THE CITY

- 1. The limits of the City of Corner Brook shall be those defined in accordance with the City of Corner Brook Act, 1990 and any Amendments thereto.

1.05 CONTRACTOR'S OFFICE

- 1. The Contractor shall be required to maintain an office within the limits of the City of Corner Brook provided with a telephone and such attendants as may be necessary during normal business hours to which all inquiries may be directed and where vehicles are dispatched, and passes, schedules, transfers and other information pertaining to the transit system may be obtained. The Contractor's office shall be located in a commercial zone. Voice mail, recorders or other communication devices as the sole means of contact are not permitted, except outside of scheduled working

hours. During normal operation hours of the Transit system, responsible management or supervisory personnel shall be accessible at, or through, the office to ensure contractual performance.

2. The office shall be provided with at least one telephone. The telephone number shall be advertised in the telephone directory as 'CORNER BROOK TRANSIT'. Following award of the contract and prior to start-up of operation, the office telephone number shall be advertised at least once per week in local newspapers for a period of twenty-four (24) weeks. The office and all vehicles shall be equipped with two-way radio.

1.06 INSPECTION

The City may at any time inspect the vehicles and all facilities maintained by the Operator in connection with the transit system.

1.07 INFORMATION

The Operator shall provide the Owner with a **monthly** statement of farebox revenue, ticket sales and pass sales and other such information and reports as the City requires.

1.08 FARES AND REVENUES

1. The fare schedule shall be set by the Operator. The City shall be notified of any adjustment to the fare schedule at least one (1) month prior to the proposed date of change.
2. Revenues from advertising inside and outside the vehicle shall be collected by and accrue to the Operator.

1.09 PROMOTION AND SURVEYS

1. The Operator shall be solely responsible for promotion of the system, advertising and Transit schedules. Transit schedules shall be made available for distribution to the public.
2. The Operator shall co-operate with the City in providing passenger counts or other surveys as the City may see fit to perform. Daily and monthly passenger counts per route shall be provided at the end of each month.

1.10 COMPLAINTS

All complaints shall be properly recorded as to time, vehicle number, route and nature together with the complainant's name, address and telephone number and action taken, and summaries thereof shall be forwarded to the City weekly.

1.11 LOST AND FOUND SERVICES

The Operator shall provide a lost and found service.

PART 2.00 PRODUCTS

2.01 TRANSPORTATION EQUIPMENT

1. All equipment used by the Contractor in the Transit system shall be maintained in good operating condition, shall conform to all applicable weight, size and safety regulations and shall be approved as to its suitability by all applicable regulatory agencies and by the City.
2. The Contractor shall provide and operate sufficient equipment to ensure that schedules are met and all riders accommodated in accordance with Schedule "A". At least one vehicle shall always be held in reserve unless otherwise determined by the City of Corner Brook, to ensure no disruption of service.
3. All vehicles will be operated and maintained in accordance with the Highway Traffic Act/Regulations, in particular, the Commercial Vehicles Maintenance Regulations. Copies of the vehicle inspection certificates will be forwarded to the City of Corner Brook within thirty (30) days of the annual inspection.
4. The Contractor shall provide a minimum of three (3) fully licensed, 2011 model year buses or newer. Buses shall have a minimum seating capacity of twenty (20) adults. Type "C" school buses or modified school buses are **not** acceptable. The following shall be considered as a Type "C" school bus: - A body installed upon a flat back cowl chassis with a gross vehicle weight rating of more than 10,000 lbs. designed for carrying more than ten (10) persons. The engine is in front of the windshield and the entrance door is behind the front wheels.

The description of a Class "C" school bus relates only to school

type buses, and is not meant to disqualify other types of bus. Any question on this specification should be referred to the Engineer for clarification.

5. Each vehicle shall be equipped with a first aid kit acceptable to the City and available for the use of the public.
6. The Contractor shall display on each vehicle a visible sign or marker in the designated location on each vehicle indicating the route upon which it is operating at any particular time.
8. The Contractor shall not place or maintain any sign, poster or other marking on any vehicle except such sign, poster or marking as may be approved by the City.

2.02 REPAIR AND MAINTENANCE OF EQUIPMENT

1. All vehicles, including transportation only vehicles, shall be kept in good repair without visible body or paint damage or deterioration.

The Contractor shall correct any deficiency within thirty (30) days of written notice from the City.

2. The Contractor shall maintain and repair all vehicles promptly and to maximum efficiency and in accordance with the recommendations of the Manufacturers Manual, any supplements thereto or service letters relating thereto.
3. The Contractor shall keep all the vehicles clean and sanitary, inside and out and maintain adequate heat, light and ventilation inside the vehicle.

2.03 PAINTING AND GRAPHICS

Contractors shall submit a paint and graphics scheme to The City of Corner Brook for approval.

Each bus shall prominently display the Transit logo and the lettering "Corner Brook Transit" on front, rear and each side of the bus.

PART 3 EXECUTION

3.01 GENERAL

1. Familiarization:

Prior to all Work of this section, the Contractor to become thoroughly familiar with the site, site conditions, and all portions of the Work following within this section.

3.02 OPERATION

1. Days of Operation and Schedule

The Contractor shall operate the transit system on all days except Saturdays, Sundays and Holidays. Holidays are defined as:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Memorial Day	Boxing Day
Civic Holiday	Remembrance Day

These holidays are to be observed on the same day as proclaimed by Government. Should the Contractor wish to operate the system on any or all the above noted holidays written approval is to be issued by Council. The Contractor shall receive no additional compensation from Council for operation during these days.

2. Saturday, Sunday, evening and Holiday Service

The Contractor shall on thirty (30) days written notice from the City provide vehicle service as required by the City on any Saturday, Sunday, evening or any of the said holidays designated by the City. Costs for this service to be negotiated between the City and the Contractor.

3. Hours of Operation

Hours of operation of the system shall be in accordance with Schedule 'A'.

4. Timing

1. One vehicle from each of the routes shall arrive and depart punctually from the Main Transfer Point on schedule as detailed in Schedule 'A' during the hours of operation and shall remain at the Main Transfer Point only long enough to effect the transfer of passengers from one route to another.

2. Vehicles shall keep to a regular time at specified check points to be identified in consultation with the Contractor and running ahead shall not be permitted.

5. Adherence of Routes

1. The Contractor shall adhere to the routes and timetables as contained in said Schedule "A". Timetable compliance limits shall be within 0-5 minutes late, 80% of the time. In order to assist the Contractor in satisfying the compliance limits, the City has provided check point times as scheduled at the major points along each route. Should timetable compliance in the opinion of the Contractor be consistently difficult or unsafe to maintain, the Contractor shall promptly notify the City in writing specifying the problem areas.
2. The City may from time to time assess the compliance of the Contractor with the timetables and shall notify the Contractor of deficiencies, which it considers substantial.

If the City, in its sole discretion considers the Contractor to be exceeding the compliance limits specified above without just cause, it may at its option give notice of default of Contract in the manner set forth in Section GC7.

6. Route Extensions or Reductions

1. The Contractor shall provide transit services on one or more extensions to existing routes or on one or more new routes or reduce any services on one or more routes upon thirty (30) days' notice from the City.
2. The Contractor may, with permission of the City, provide extensions to Transit Routes or shuttle vehicles. All costs associated with Contractor initiated extensions or shuttling shall be the responsibility of the Contractor.
3. Any associated price adjustments for these changes shall be subject to negotiations between the Contractor and the City. Changes to existing routes including any associated price adjustment shall be negotiated between the Contractor and the City.

7. Replacement of Vehicles

1. In the event that need arises to replace a vehicle that has broken down, the Contractor shall immediately secure a replacement vehicle satisfactory to the City to ensure continuity of service. Any replacement vehicle shall be approved by the City.
2. Contractor shall wholly bear the cost of replacement vehicles.

3.03 EMPLOYEES

1. All employees shall be competent and skilled in the performance of the Work to which they may be assigned. The Contractor shall require all employees to be courteous at all times and not to use loud or profane language.
2. If any person employed to perform collection work by the Contractor is, in the opinion of the City, incompetent, disorderly, or otherwise unsatisfactory, the City will document the unsatisfactory conduct in writing and transmit same to the Contractor within six (6) working days of the incident with a demand that such unsatisfactory action be corrected. If the unsatisfactory action is repeated, the City may demand that the person be removed for all performance of additional work under this contract. Any such demand must be made in writing within six (6) working days of the misconduct on which it is based.
3. Conduct operation in accordance with current Newfoundland and Labrador Occupational Health and Safety (OH&S) Act and regulations.
4. Drivers shall possess a valid Class IV driver's license and if required air brake endorsement with experience in driving a passenger vehicle in a transportation system.

Only properly qualified drivers shall be employed and the City shall have the right to review the qualifications of any driver, and disqualify any driver it deems unfit.

5. The Contractor shall ensure that all drivers have adequate training and experience with the vehicle and is fully knowledgeable with routes.
6. Drivers shall be neat, tidy, and uniformly dressed to the satisfaction of the City.
7. The Contractor shall discipline any driver or other employee found to be knowingly in breach of the terms and conditions of this Contract or in breach of the law or the subject of consistent passenger complaints. Any major disciplinary action is to be reported to the City per incident. The Contractor shall ensure that all employees maintain good public relations. Any complaints of driver misconduct shall be promptly investigated and dealt with.

3.04 FACILITIES

A. Bus Shelters:

1. The Contractor shall maintain the main transfer facility at the Main Transfer Terminal Park Street and all bus shelters to the satisfaction of the City of Corner Brook. The operator shall keep the main transfer terminal and shelters clean and sanitary inside and out.
2. The City has the option of increasing the number of shelters. Any new shelters shall be supplied and installed by the City and thereafter maintained and cleaned by the contractor. Payment for maintenance and cleaning of any additional shelters shall be negotiated between the City and the Contractor.
3. The City shall be responsible for the replacement of damaged panels and windows.
4. Access to all shelters shall be kept free of snow and ice.
6. Bus Shelter locations are as listed in Schedule "C".

B. Transit Stop Signs:

1. Transit stop signs will be initially supplied and installed by the City. Signs may be moved and or modified only with approval of the Director of Operations.

2. The City shall be responsible for the maintenance and replacement of Transit Stop Signs.
4. Transit stop locations are as listed in Schedule “B”.

SCHEDULE A

CORNER BROOK TRANSIT SCHEDULE

Route 1, hourly

Operates Monday to Friday from 7:00 a.m. to 6:00 p.m.

Route 2, hourly

Operates Monday to Friday from 7:00 a.m. to 6:00 p.m.

Route 1 (5) departs from Main Transfer Terminal on Park Street for:
Curling on the hour (e.g. 10:00, 11:00)

University/Plaza on the half hour (e.g. 10:30, 11:30)

Route 2 (6) departs from Main Transfer Terminal on Park Street for:
Humber Rd/Wal-Mart on the hour (e.g. 10:00, 11:00)

Country Road/Grenfell Campus on the half hour (e.g. 10:30, 11:30)

SCEDULE A Current Route Descriptions

Route 1(5) Curling/Grenfell/Windsor/Plaza/Wal-Mart

Leave Main Terminal – Main St. – Herald Ave. – Broadway – Lewin Parkway – Curling St. – Birchy Cove Rd. – O’Connell Dr. – Petries St. – Curling St. – Lewin Parkway – Broadway – Main St. – Main Terminal – Main St. – Mt. Bernard – University Dr. – Grenfell Dr. – Elizabeth St. – Windsor St. – Elizabeth St. – O’Connell Dr. – Hospital – West VALLEY – Confederation Dr. – Corner Brook Plaza – Maple Valley Rd. – Lewin Parkway – Wal-Mart – East Valley Rd. – Main Terminal

Route 2 (6) Humber/Wal-Mart/Country Rd/Pratt/Grenfell

Leave Main Terminal – Park St. – West Valley Rd. – Hospital – Brook field Ave. – St. Marks – Lears – Fudges Rd. – Premier Dr. – Clarence St. – Humber Rd. – Brake’s Cove – Humber Rd. – Main Terminal – Main St. – Herald Ave. - Caribou Rd. – Poplar Rd. – Country Rd. – O’Connell Dr.- Elizabeth St. – Wheeler’s Rd. – Pratt St. – Carter Ave. – Elizabeth St. – Grenfell Dr. – University Dr. – Mt. Bernard Ave – Main Terminal

SCHEDULE B TRANSIT STOP LOCATIONS

ROUTE 1	ROUTE 1 Cont...	ROUTE 2	ROUTE 2 Cont...
Main Transfer Terminal	Main Transfer Terminal	Main Transfer Terminal	Main Transfer Terminal
Corner Brook Gas Bar	West St. at Chez West	Park St.–Glynmill Inn	CB Gas Bar
Salvation Army Store	CB Gas Bar	42 West Valley	Salvation Army
Broadway at Regent Sq.	Valley Mall	84 West Valley	Coleman's
Murray Clinic	Wellington St.	Hospital	Greening's Hill
Below top of Brosnan	65 Mt. Bernard	28 Brookfield	30 Poplar
Top of Birchy Cove	85 Mt. Bernard	Brookfield- Raymond #2	22 Country
Allens's Rd.	Herdman Collegiate	106 Brookfield Ave.	60 Country
648 O'Connell Drive	Long term Care Facility	126 Brookfield Ave.	86 Country
Hilliard's Rd.	Sir Wilfred Grenfell	64 St. Marks Ave.	94 Country
Wareham's Rd.	22 Elizabeth St.	21 Lear's Rd.	122 Country
800 O'Connell	Windsor St.	Fudge's & Johnson	144 Country
Knight's Rd.	57 Elizabeth St.	Quigley's	200 Country
Stone's Rd.	Pentecostal Tabernacle	56 Premier Drive	374 O'Connell
179 Petries St.	Inter Faith Cottages	Hiscock Senior Home	Harris & Roome
153 Petries St.	Bowater Park	13 Clarence St.	Sanitary Products
123 Petries St.	Armories	Corner Brook Auto	School Board
Doman's Lane	86 West Valley Rd.	100 Humber Rd.	264 O'Connell
57 Petries St.	128 West Valley Rd.	Immaculate Heart of Mary	Thrifty Superette
19 Petries St.	146 West Valley Rd.	132 Humber Rd.	Bayview Heights
Georgetown Rd.	Hammond Bldg.	188 Humber Rd.	CB Drug Mart
Sacred Heart School	Comfort Inn	206 Humber Rd.	178 O'Connell
Noseworthy's Rd.	Main Entrance CB Plaza	230 Humber Rd.	A & W
Musseau's Ave.	Maple Valley Rd.	246 Humber Rd.	13 Wheeler's
379 Curling St.	Foresthill Rd.	256 Humber Rd.	50 Wheeler's
359 Curling St.	Prince George Ave.	Brake's Cove	66 Wheeler's
Taylor's Store	179 East Valley	257 Humber Rd.	Princess Apts.
227 Curling St.	160 East Valley	221 Humber Rd.	151 Wheeler's
213 Curling St.	136 East Valley	201 Humber Rd.	5 Pratt
185 Curling St.	107 East Valley	183 Humber Rd.	40 Pratt
147 Curling St.	73 East Valley	169 Humber Rd.	91 Carter
Stratton's Rd.	42 East Valley	149 Humber Rd.	71 Carter
Studio	Shopper's -West St.	131 Humber Rd.	39 Carter
Valley Rd.		Layden's	145 Elizabeth
		27 Humber Rd.	131 Elizabeth
		Eddy's Taxi	115 Elizabeth
		Hotel Corner Brook	57 Elizabeth
			Pentecostal Tabernacle
			22 Elizabeth

			Inter Faith Home
			Long Term Care Facility
			Sir Wilfred Grenfell
			Sir Richard Squires
			Wellington St.
			City Hall

SCHEDULE C

BUS SHELTER LOCATIONS

- | | |
|---------------------------------------|---|
| 1. Main Transfer Terminal Park Street | (By City Hall) |
| 2. Mt. Bernard Ave. | (By Previous City Hall) |
| 3. Elizabeth Street | (By Carter Ave.) |
| 4. Elizabeth Street | (By Senior Citizens Home) |
| 5. Hospital | |
| 6. Murphy Square | |
| 7. University Drive | (By Long Term Care Facility) |
| 8. University Drive | (By Sir Wilfred Grenfell College) |
| 9. Herald Ave | (By Salvation Army Thrift Store) |
| 10. Union Street (Lower) | (By A & W) |
| 11. O'Connell Drive | (S.W. Corner, Crestview Ave.) |
| 12. O'Connell Drive | (By Lohen's Complex) |
| 13. Petries Street | (S.E. Corner, O'Connell Dr.) |
| 14. Curling Street | (By Old Fire Station near Allens) |
| 15. Curling Street | (Opposite Murray Clinic) |
| 16. Curling Street | (Opposite Sheppards Ave.) |
| 17. Broadway | (By Central Fire Station) |
| 18. Clarence Street | (By The Salvation Army Church) |
| 19. Humber Road | (Between Dingwell's Lane & Second Ave.) |

REQUEST FOR DECISION

Public Works, Water & Wastewater

SUBJECT: Supply of Equipment: One (1) New Hopper/Spreader

DESCRIPTION: Quotations were recently invited by the City of Corner Brook for the supply of One (1) New Hopper/Spreader. The tender, 2019-21, closed on April 24, 2019 and all compliant quotations are indicated below.

<u>Company</u>	<u>Price (HST Inc.)</u>
Atlantic Powertrain	\$18,148.15

STAFF

RECOMMENDATION: It is the recommendation of staff to accept the bid of \$18,148.15 (taxes included) by Atlantic Powertrain for the supply of One (1) New Hopper/Spreader.

PROPOSED MOTION: Be it resolved that Corner Brook City Council accept staff's recommendation to accept the bid of \$18,148.15 (taxes included) by Atlantic Powertrain for the supply of One (1) New Hopper/Spreader.

IMPLICATIONS OF RECOMMENDATION:

City of Corner Brook Act Authority:

Policy and/or Regulation:

Estimated Cost: \$18,148.15 (taxes included)

Budget Line Item:

Communication Strategy:

Website:

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document:

Submitted by: Donald Burden

Date: _____

Reviewed by: _____

Date: _____

Reviewed by: Robyn Curry
City Manager

Date: May 2/2019

REQUEST FOR DECISION

Public Works, Water & Wastewater

SUBJECT: Supply of Equipment: Two (2) New 1½ ton 4x4 Trucks with Dump Box

DESCRIPTION: Quotations were recently invited by the City of Corner Brook for the supply of Two (2) New 1½ ton 4x4 Trucks with Dump Box. The tender, 2019-20, closed on April 24, 2019 and all compliant quotations are indicated below.

<u>Company</u>	<u>Price (HST Inc.)</u>
Hickman's Group	\$150,387.80
Avalon Ford	\$147,901.50

STAFF

RECOMMENDATION: It is the recommendation of staff to accept the bid of \$147,901.50 (taxes included) by Avalon Ford for the supply of Two (2) New 1½ ton 4x4 Trucks with Dump Box.

PROPOSED MOTION: Be it resolved that Corner Brook City Council accept staff's recommendation to accept the bid of \$147,901.50 (taxes included) by Avalon Ford for the supply of Two (2) New 1½ ton 4x4 Trucks with Dump Box.

IMPLICATIONS OF RECOMMENDATION:

City of Corner Brook Act Authority:

Policy and/or Regulation:

Estimated Cost: \$147,901.50 (taxes included)

Budget Line Item:

Communication Strategy:

Website:

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document:

Submitted by: Donald Burden

Date: _____

Reviewed by: _____

Date: _____

Reviewed by: *Sandra Connolly*
City Manager

Date: *May 2 / 19*

M:\Tender Documents\New Equipment\Sander

REQUEST FOR DECISION

[DIRECTOR OF COMMUNITY, ENGINEERING, DEVELOPMENT & PLANNING]

SUBJECT: East Valley Road Waterline Upgrade – 2019-13

DESCRIPTION: The Tender for the East Valley Road Waterline Upgrade Contract 2019-13 closed on April 9, 2019 with two (2) bids received:

Marine Contractors Inc.	\$639,643.80 (HST included)
West Coast Excavating & Equip. Co. Ltd.	\$695,207.78 (HST included)

Staff have reviewed the bid and found it to be in order, and recommend awarding this Contract to the low bidder Marine Contractors Inc.

PROPOSED MOTION: Be it **RESOLVED** to Award the Contract for **East Valley Road Waterline Upgrade 2019-13** to Marine Contractors Inc. at the Tender price of \$639,643.80 (HST included).

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: It is staff's recommendation to award the Contract for **East Valley Road Waterline Upgrade 2019-13** to Marine Contractors Inc. at the Tender price of \$639,643.80 (HST included)

Legislative Authority:

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

Estimated Cost: \$639,643.80 (HST included)

Budget Line Item:

Communication Strategy:

STANDING COMMITTEE COMMENTS:

Implication:

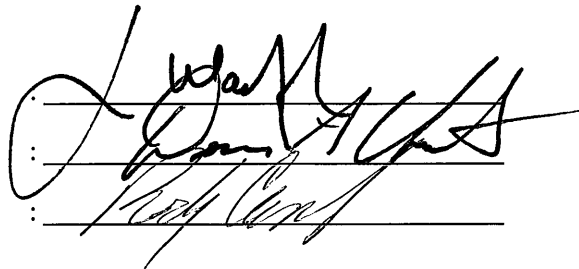
BACKGROUND:

Report/Document:

Division Manager

Director

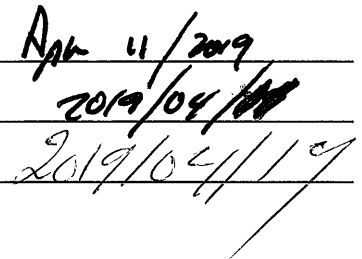
City Manager



Date:

Date:

Date:





12:05 PM
APR 9/19
E.N.
JW
MVP

GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FORM
UNIT PRICE CONTRACT

Tender for: City of Corner Brook
East Valley Road Waterline Upgrade

To: City Clerk
City of Corner Brook
P.O. Box 1080, 5 Park Street
Corner Brook, NL A2H 2W8

Gentlemen,

1. Having carefully examined the site of the proposed work and all conditions affecting such, as well as the Contract Documents including the Specifications, all Drawings listed in the Specifications, all Addenda, and the Instructions to Bidders for this project,

WE, THE UNDERSIGNED, hereby offer to furnish all necessary Labour, materials, superintendence, plant, tools and equipment, and everything else required to perform expeditiously and complete in a satisfactory manner the work for the sum of

Six hundred thirty nine thousand six hundred forty three dollars

and eighty cents

(\$ 639,643.80) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tendering documents.

2. The Work will be substantially performed within Twenty-Five (25) working days from the date of notification of award of contract.
3. WE ENCLOSE HERewith if required by the Instructions to Bidders
 - (a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or

- (b) a certified cheque in the correct amount.

In the event of this tender being accepted within the time stated in Section 4 below and our failure to enter into a contract in the form hereinafter mentioned for the amount of our tender the said security may at the option of the Owner be forfeited. The forfeiting of the security does not limit the right of action of the Owner against us for our failure or refusal to enter into a contract.

4. IF NOTIFIED IN WRITING BY THE OWNER OF THE ACCEPTANCE OF THIS TENDER WITHIN 60 DAYS OF THE TENDER CLOSING DATE SUBJECT TO SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE TENDERING DOCUMENTS, WE WILL:--

- (a) execute the Standard Form of Construction Contract;
- (b) if specified, furnish the security for the proper completion of the work, the said security, if in the form of bonds, to be issued on an acceptable form;
- (c) complete substantially all the work included in the contract within the time and under conditions specified.

5. WE understand that Performance Bond, Labour and Materials Bond and Insurance as required by the Contract Documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.

6. WE declare that the rates and prices variously set forth in the Schedule of Quantities and Prices (Appendix A) have been correctly computed for the purposed of this Tender and that they include and cover all contingencies and provisional sums and all duties, taxes, and handling charges and all transportation and all other charges.

7. WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, travelling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges.

8. WE understand and agree to list the names of sub-contractors and suppliers whose bids have been used in the preparation of this tender price in the General Conditions. The list will be subject to the approval of the Owner. "By own forces" will be considered valid and satisfactory only if the tenderer is recognized by the Newfoundland and Labrador Construction Association or by the Heavy Civil Association as being a "bona fide" contractor or supplier of that particular trade or item.

WE agree to authorize the Owner to release the names of subcontractors used in our tender where such information is requested from the Owner.

WE reserve to us the right to substitute other sub-contractors for any trades in the event of any sub-contractor becoming bankrupt after the date hereof. Any such substitution shall be subject to the approval of the Owner and contingent upon satisfactory evidence of bankruptcy.

9. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
10. WE hereby acknowledge receipt of the following addenda:
Addendum No. 1 & 2
Addendum No.
11. In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

SIGNATURE OF TENDERER

Firm Name: Marine Contractors Inc.

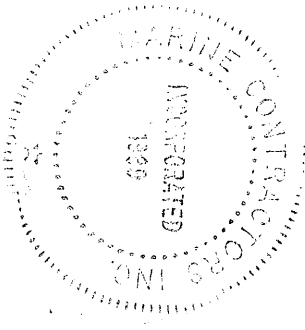
Address: PO Box 640, 4 White Lakes Road, Corner Brook, NL

Postal Code: A2H 6G1

E-Mail info@marinecontractors.ca

Ph # 709-639-2330

Fax # 709-686-5237



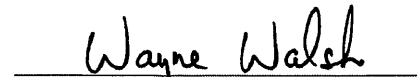
Corporate Seal



Signing Officer



Signing Officer



Witnessed by

APPENDIX "A" TENDER PRICE TABLE

Schedule of Quantities and Prices

No.	Tender Item Description	Unit	Quantity	Unit Price	Amount
	SEE SCHEDULE "A"				
SUB TOTAL TENDER AMOUNT				\$	
HARMONIZED SALES TAX (HST)				\$	
TOTAL TENDER AMOUNT				\$	
(Transfer Total Tender Amount to Section 1 on page 1 of the Tender Form)					

Notes:

1. For the purposes of the Public Tender Act and the evaluation of tenders received, the bid shall be the Total Tender Amount.
2. Costs associated with the Unit Price work will vary depending upon the quantities authorized by the Engineer/Architect during the course of construction and the final contract amount will be adjusted accordingly, upwards or downwards, based upon the quoted unit rate.

Appendix "B"

List of Sub-Contractors

The list of sub-contractors and/or manufacturers and/or suppliers that shall be employed on this project for each part of the work identified in the table below must be completed by the bidder. The use of these sub-contractors and/or manufacturers and/or suppliers is subject to the approval of the Owner. If the work identified below is to be done by own forces indicate by filling in "own forces" in the 'Company Name' column. "By own forces" will be acceptable only if approved by the owner in writing prior to tender close. Requests for approval of "By own forces" must be submitted 14 days before tender close.

This appendix was completed and submitted by:

Name _____

Address _____


Dated, _____, and is an integral part of the Tender Form for Project _____

And shall be submitted as part of the Form of Tender.

<i>information in this column to be supplied by owner</i>		<i>information in this column to be supplied by bidder</i>	
<i>Work</i>	<i>Category: Sub-contractor or Manufacturer or Supplier</i>	<i>Company Name</i>	<i>Address</i>

For each category identified in the table above work experience references may be required by the owner.

PROJECT: CITY OF CORNER BROOK EAST VALLEY ROAD WATERLINE UPGRADE**JOB #:660261****SCHEDULE "A" - QUANTITIES AND PRICES**

C01	ISSUED FOR TENDER		Mar 4/19	SL	Mar 4/19
Rev.	Revisions	Revised By	Date	Approved By	Date
SECTION	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
<u>DIVISION #1</u>					
01005	MAINTAIN EXISTING SERVICE SYSTEMS				
	Maintain Existing Sewer System	LS	UNIT	5,000.00	5,000.00
	Working Around Bell Aliant U/G Cables	LS	UNIT	5,000.00	5,000.00
01010	MOBILIZATION & DEMOBILIZATION	LS	UNIT	3,500.00	3,500.00
	(Not greater than 5% if on the Island. Or 10% if in Labrador, or 15% North of Cartwright of Item a. "sub-total" on last page)				
01020	CASH ALLOWANCE				
	Pole Relocation/shoring/bracing	Allowance		\$5,500.00	\$5,500.00
	Supply of Water (Section 01005.14)	Allowance		\$10,000.00	\$10,000.00
	Dust Control	Allowance		\$5,000.00	\$5,000.00
	Shrub and Tree Preservation	Allowance		\$3,000.00	\$3,000.00
	Public Announcements	Allowance		\$2,000.00	\$2,000.00
01500	TEMPORARY FACILITIES				
	Engineer's Site Office	LS	UNIT	1,200.00	1,200.00
01560	ENVIRONMENTAL REQUIREMENTS				
	Silt Fence	M	30.00	25.00	750.00
01570	TRAFFIC REGULATIONS				
	Flagperson's Wages	HOUR	600.00	26.00	15,600.00
01580	PROJECT SIGNS				
	Project Sign	LS	UNIT	1,000.00	1,000.00
01710	REINSTATEMENT AND CLEANING				
	Supply & Placing Topsoil	M ²	525.00	11.00	5,775.00
	Supply & Placement of Sods	M ²	525.00	11.00	5,775.00
<u>DIVISION #2</u>					
02070	SITWORK, DEMOLITION & REMOVAL OF STRUCTURES				
	Removal of Concrete Sidewalk	M ²	70.00	20.00	1,400.00
	Removal of Curb & Gutter	M	165.00	15.00	2,475.00
	Removal of Water Lines	M	10.00	30.00	300.00
	Removal of Culverts	M	26.00	30.00	780.00

SNC-Lavalin Inc.

2019/03/04


PROJECT: CITY OF CORNER BROOK EAST VALLEY ROAD WATERLINE UPGRADE**JOB #:660261****SCHEDULE "A" - QUANTITIES AND PRICES**

C01	ISSUED FOR TENDER	<i>P.B.</i>	Mar 4/19	<i>SL</i>	Mar 4/19
Rev.	Revisions	Revised By	Date	Approved By	Date
SECTION	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
02223	EXCAVATION, TRENCHING & BACKFILLING				
	Main Trench Excavation				
	Common	M ³	1535.00	14.00	21,490.00
	Service Trench Excavation				
	Common	M ³	540.00	14.00	7,560.00
	Imported Backfill				
	Common	M ³	155.00	32.00	4,960.00
	Granular Pipe Bedding				
	Type 1	M ³	565.00	38.00	21,470.00
	Supply & Placement of Marking Tape				
	Plastic Tape				
	- Watermain	M	400.00	1.50	600.00
	Metallic Tape				
	- Water Services	M	285.00	1.50	427.50
02224	ROADWAY EXCAVATION, EMBANKMENT & COMPACTION				
	Mass Excavation & Backfill				
	Common	M ³	550.00	16.00	8,800.00
02233	SELECTED GRANULAR BASE & SUB-BASE MATERIALS				
	Class "A" Granular Base	tonne	500.00	20.00	10,000.00
	Class "B" Granular Base	tonne	760.00	19.50	14,820.00
02434	PIPE CULVERTS				
	Supply & Placement of Pipe Culvert				
	900mm HDPE 320 Kpa DWC Soil Tight	M	4.00	778.00	3,112.00
	750mm HDPE 320 Kpa DWC Soil Tight	M	6.00	340.00	2,040.00
	300mm HDPE 320Kpa DWC Soil Tight	M	30.00	64.00	1,920.00
02528	CONCRETE WALK, CURB & GUTTERS				
	Supply & Place Granular Base Material	M ³	60.00	58.00	3,480.00
	Concrete Walks				
	1350 mm X 100 mm	M	50.00	153.00	7,650.00
	Driveway Ramps				
	Without Curb				
	1350 mm X 150 mm	M	20.00	227.00	4,540.00
	Curb & Gutter	M	165.00	151.00	24,915.00
02547	ASPHALT TACK COAT				
	Supply & Placement of Asphalt Tack Coat	M ²	3125.00	2.00	6,250.00

SNC-Lavalin Inc.

2019/03/04

PROJECT: CITY OF CORNER BROOK EAST VALLEY ROAD WATERLINE UPGRADE**JOB #:660261****SCHEDULE "A" - QUANTITIES AND PRICES**

C01	ISSUED FOR TENDER		Mar 4/19	SL	Mar 4/19
Rev.	Revisions	Revised By	Date	Approved By	Date
SECTION	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
02552	HOT MIX ASPHALT CONCRETE PAVING Asphaltic Concrete Surface Course	tonne	545.00	185.00	100,825.00
02574	RESHAPING & PATCHING ASPHALT PAVEMENT Removal of Asphalt Pavement	M ²	1140.00	8.00	9,120.00
	Patching of Asphalt Pavement	M ²	404.00	65.00	26,260.00
	Cold Planing 1.5m Pay Width	M ²	780.00	8.00	6,240.00
	Removal & Replacement of Asphalt Pavement For Driveways Including 150mm Class "A" & 50mm Surface Course Asphalt	M ²	320.00	75.00	24,000.00
02601	MANHOLES, CATCH BASINS, DITCH INLETS & VALVE CHAMBERS Adjust Manhole/Catch Basin Tops (raise)	EACH	9.00	400.00	3,600.00
02713	WATER MAINS Supply & Installation of Water Main Polyethylene Encased as per AWWA C105 200 mm DI. CL. 350	M	400.00	180.00	72,000.00
	150 mm DI. CL. 350	M	18.00	134.00	2,412.00
	Supply & Install Service Pipe to ROW 19 mm Municipex	M	245.00	20.00	4,900.00
	Supply & Installation of Fittings Reducers 200 mm X 150 mm	EACH	2.00	239.00	478.00
	Bends 150 mm	EACH	6.00	262.00	1,572.00
	200 mm	EACH	2.00	331.00	662.00
	Tees 150 mm off 200 mm	EACH	4.00	439.00	1,756.00
	Joint Restraint (1100 series Megalug or Approved equal) 200 mm	EACH	33.00	113.00	3,729.00
	150 mm	EACH	14.00	84.00	1,176.00
	Corp. Stops 19 mm	EACH	33.00	96.00	3,168.00
	Curb Stops and Boxes 19 mm	EACH	33.00	228.00	7,524.00
	Sleeve - Type Couplings 150 mm	EACH	3.00	214.00	642.00
	Connect New Water Service to Existing Service	EACH	33.00	350.00	11,550.00

SNC-Lavalin Inc.

2019/03/04

PROJECT: CITY OF CORNER BROOK EAST VALLEY ROAD WATERLINE UPGRADE**JOB #660261****SCHEDULE "A" - QUANTITIES AND PRICES**

C01	ISSUED FOR TENDER	<i>P.B.</i>	Mar 4/19	<i>SL</i>	Mar 4/19
Rev.	Revisions	Revised By	Date	Approved By	Date
SECTION	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
	Supply & Install Fire Hydrants Incl. Marker Post 2.1 m Bury (City Standards)	EACH	3.00	6,255.00	18,765.00
	Colour Coded Painting of Hydrants	EACH	3.00	38.00	114.00
	Remove Existing Fire Hydrant & Deliver to City Depot	EACH	2.00	450.00	900.00
	Supply & Place Conc. Thrust Blocks	M ³	1.50	345.00	517.50
	Supply & Installation of Valves incl. Valve Boxes (City Standards)				
	200 mm	EACH	3.00	3,766.00	11,298.00
	150 mm	EACH	4.00	2,546.00	10,184.00
	Supply & Install Valve Box Debris Caps	EACH	7.00	240.00	1,680.00
	Adjust Valve Boxes to Grade	EACH	5.00	350.00	1,750.00
	Swabbing of Water Lines				
	200 mm	M	400.00	2.00	800.00
	Locate & Connect to Existing System	EACH	3.00	3,500.00	10,500.00

a) SUB TOTAL 556,212.00b) H.S.T. 15% of a. 83,431.80c) TOTAL TENDER AMOUNT 639,643.80

(Transfer Total tender Amount to page 1 of the Tender Form as Total Price)

Notes

- For the purposes of the Public Tender Act and the evaluation of tenders received, the bid shall be the Total Tender Amount
- Costs associated with the Unit Price work will vary depending upon the quantities authorized by the Engineer during the course of construction and the final contract amount will be adjusted accordingly, upwards or downwards, based upon the quoted rate.
- The quantities set out in this schedule are estimated quantities only and are not to be taken as final quantities
- The unit prices bid shall include all labour, plant, materials, overhead, duties, profit, and all other obligations and liabilities under this contract.



Sovereign General Insurance

140, 6700 Macleod Trail SE, Calgary Alberta T2H 0L3
Telephone: (403) 298-4200 Facsimile: (866) 754-9768

BID BOND

Standard Construction Document

CCDC 220 – 2002

No. 64037820-10-19

Bond Amount: **10% of Tender Sum**

MARINE CONTRACTORS INC. as Principal, hereinafter called the Principal, and **THE SOVEREIGN GENERAL INSURANCE COMPANY** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all provinces and territories of Canada, as Surety, hereinafter called the Surety, are held and firmly bound unto **CITY OF CORNER BROOK** as Obligee, hereinafter called the Obligee, in the amount of **Ten Percent of Tender Sum Dollars (10% of Tender Sum)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated **9TH** day of **APRIL**, in the year **2019** for

CITY OF CORNER BROOK – EAST VALLEY ROAD WATERLINE UPGRADE

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within **Sixty (60)** days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated **8TH** day of **APRIL**, in the year **2019**.

SIGNED and SEALED
in the presence of

Wayne Walsh

MARINE CONTRACTORS INC.

[Signature]
Signature
DARL BENNETT
Name of person signing

THE SOVEREIGN GENERAL INSURANCE COMPANY

[Signature]
Wesley Foote, Attorney In Fact



Copyright 2002

Canadian Construction Documents Committee

(CCDC 220 – 2002 has been approved by the Surety Association of Canada)

REQUEST FOR DECISION

SUBJECT: 2018 ANNUAL EXPENDITURE REPORT – GAS TAX FUNDING

DESCRIPTION: As per the requirements of the Gas Tax Funding Agreement, each year the City is required to prepare and approve a report showing a full and detailed statements of revenue and expenditures of the City related to Gas Tax Funding on an annual basis.

PROPOSED MOTION: It is **RESOLVED** to adopt and approve the 2018 Gas Tax Funding Annual Expenditure Report as presented.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: It is staff's recommendation to approve the 2018 Gas Tax Funding Annual Expenditure Report as presented.

STANDING COMMITTEE COMMENTS:

BACKGROUND:

Report/Document:

Submitted by: Dale Park

Date: April 10, 2019

City Manager:

Date:



Tel: 709 579 2161
Fax: 709 579 2120
www.bdo.ca

BDO Canada LLP
53 Bond Street, Suite 200
P.O. Box 8505
St. John's, NL A1B 3N9

March 30, 2019

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

Attention: Mr. Jim Parsons

Dear Mr. Parsons:

The objective of a compliance audit is to obtain reasonable assurance whether the municipality is adhering to the terms and conditions of the Ultimate Recipient Gas Tax Agreement. Compliance with the criteria established by the provisions of the Agreement is the responsibility of management of the City. Our responsibility is to express an opinion on this compliance based on our audit.

During the course of our audit of the compliance of the City of Corner Brook with the criteria established by the terms and conditions of the Ultimate Recipient Gas Tax Agreement for the year ended December 31, 2018, we did not encounter any significant matters which we believe should be brought to your attention.

This communication is prepared solely for the information of management and is not intended for any other purposes. We accept no responsibility to a third party who uses this communication.

We shall be pleased to discuss with you further any matters mentioned in this report at your convenience.

Yours truly,

Kelsie Montgomery, CPA, CA
Partner
BDO Canada LLP
Chartered Professional Accountants

CITY OF CORNER BROOK
ANNUAL EXPENDITURE REPORT -
LOCAL GOVERNMENT GAS TAX FUNDING
AGREEMENT

Year Ended December 31, 2018

City of Corner Brook
Index to Annual Expenditure Report
December 31, 2018

	Page
AUDITOR'S REPORT ON COMPLIANCE WITH AGREEMENT	1
ANNUAL EXPENDITURE REPORT - APPENDIX A	2
ULTIMATE RECIPIENTS PROJECT EXPENDITURE REPORT - APPENDIX B	3
OTHER SOURCES OF FUNDING TO DATE - TABLE A	4
NOTES TO AUDITOR'S REPORT ON COMPLIANCE WITH AGREEMENT	5



Tel: 709-579-2161
Fax: 709-579-2120
www.bdo.ca

BDO Canada LLP
53 Bond Street, Suite 200
PO Box 8505
St. John's NL A1B 3N9 Canada

Auditor's Report on Compliance with Agreement

To the Gas Tax Secretariat of the Newfoundland and Labrador Department of Municipal and Intergovernmental Affairs

We have audited the City of Corner Brook's compliance as at December 31, 2018 with the criteria established by the terms and conditions described in sections 4.3, 5.2.1, Schedule A paragraphs 1, 3, 4, 5 (Newfoundland and Labrador Public Tender Act only), 13, 14, 15, 16, 17, 23, 25, 26, 27, and 28, Schedule C and Schedule D of the Ultimate Recipient Gas Tax Agreement dated November 20, 2014 between the Province of Newfoundland and Labrador and the City of Corner Brook and the interpretation of such agreement as set out in Note 1 attached. Compliance with the criteria established by the provisions of the agreement is the responsibility of management of the City of Corner Brook. Our responsibility is to express an opinion on this compliance based on our audit.

We conducted our audit in accordance with Canadian generally accepted auditing standards. These standards require that we plan and perform an audit to obtain reasonable assurance whether the City of Corner Brook complied with the criteria established by the provisions of the agreement referred to above. Such an audit includes examining, on a test basis, evidence supporting compliance, evaluating the overall compliance with the agreement, and where applicable, assessing the accounting principles used and significant estimates made by management.

In our opinion, as at December 31, 2018, the City of Corner Brook is in compliance, in all material respects, with the criteria established by the terms and provisions described in sections 4.3, 5.2.1, Schedule A paragraphs 1, 3, 4, 5 (Newfoundland and Labrador Public Tender Act only), 13, 14, 15, 16, 17, 23, 25, 26, 27, and 28, Schedule C and Schedule D of the agreement.

BDO Canada LLP

Corner Brook, Newfoundland and Labrador
March 30, 2019

Chartered Professional Accountants

Appendix A: Summary of Ultimate Recipients Fund and Certification

2018 Annual Expenditure Report

City of Corner Brook
For the Year Ended December 31, 2018

	Annual	Cumulative
	January 1 - December 31, 2018	January 22, 2007 - December 31, 2018
1. Opening balance of unspent funding	\$ 1,105,784	\$ -
2. Received from Government of Newfoundland & Labrador	867,834	9,532,606
3. Interest earned on gas tax funds	28,016	177,747
4. Interest spent on eligible projects		-
5. Net interest earned on gas tax funds	28,016	177,747
6. Gas tax funds spent on eligible projects	237,829	7,946,548
7. Closing balance of unspent funds	1,763,805	1,763,805

8. Certification by Ultimate Recipient

I, **Jim Parsons**, Mayor of the City of Corner Brook certify that the information reported is a true and accurate representation of the Town government's position with respect to its federal gas tax revenues. I acknowledge and understand that any contravention of the terms and conditions of the Ultimate Recipient Gas Tax Agreement may result in funding being withheld.

Signature: _____ Date: _____

9. Does the recipient have a separate bank account for gas tax funds? Yes X No _____

Appendix B: Summary of Ultimate Recipients Project Expenditure Report
2018 Ultimate Recipient Annual Expenditure Report

City of Corner Brook
For the Year Ended December 31, 2018

A	B	C	D	E	F	G	H	I	J	K
Project Number	Amount Approved by the Gas Tax Committee	Project Title	Project Description	Current Status	Start & End Date	Total Project Costs	GTF spent in 2018	Interest Spent in 2018	Total Gas Tax Funds Spent	Outcomes
60-2007-71	\$ 57,621	Storm Drainage Improvements	East Valley Road and surrounding areas	Completed	Sep-09	\$ 57,621	\$ -	\$ -	\$ 57,621	Cleaner Water
60-2008-146	81,387	Paving	Humber Road	Completed	Jul-08	81,387	-	-	81,387	Reduced GHG
60-2008-147	333,315	Paving	Sunnyslope Drive	Completed	Aug-08	333,315	-	-	333,315	Reduced GHG
60-2008-148	101,567	Paving	Elizabeth Street	Completed	Aug-08	101,567	-	-	101,567	Reduced GHG
60-2008-149	220,766	Paving	Mt. Bernard Ave	Completed	Aug-08	220,766	-	-	220,766	Reduced GHG
60-2008-150	157,477	Paving	O'Connell Drive	Completed	Aug-08	157,477	-	-	157,477	Reduced GHG
60-2008-151	105,489	Paving	Country Road	Completed	Aug-08	107,684	-	-	105,489	Reduced GHG
60-2009-666	24,414	Paving	Caribou Road	Completed	Aug-08	24,414	-	-	24,414	Reduced GHG
60-2009-667	29,657	Paving	Poplar Road	Completed	Aug-08	29,657	-	-	29,657	Reduced GHG
60-2009-668	83,273	Paving	Country Road	Completed	Aug-09	83,273	-	-	83,273	Reduced GHG
60-2009-669	49,155	Paving	Elizabeth Street	Completed	Aug-09	49,155	-	-	49,155	Reduced GHG
60-2009-670	195,607	Paving	O'Connell Drive	Completed	Aug-08	195,607	-	-	195,607	Reduced GHG
60-2009-671	29,821	Paving	Carter Avenue	Completed	Aug-09	29,821	-	-	29,821	Reduced GHG
60-2009-672	58,986	Paving	Philip Drive	Completed	Aug-09	58,986	-	-	58,986	Reduced GHG
60-2009-673	9,176	Paving	Wheeler Road	Completed	Aug-09	9,176	-	-	9,176	Reduced GHG
60-2009-674	13,080	Paving	Atlantic Avenue	Completed	Aug-09	13,080	-	-	13,080	Reduced GHG
60-2009-675	41,599	Paving	Coronation Street	Completed	Aug-09	41,599	-	-	41,599	Reduced GHG
60-2009-676	32,145	Paving	Georgetown Road	Completed	Aug-09	32,145	-	-	32,145	Reduced GHG
60-2009-677	18,351	Paving	Callahan's Road	Completed	Aug-09	18,351	-	-	18,351	Reduced GHG
60-2009-678	33,738	Paving	Petries Street	Completed	Aug-09	45,893	-	-	33,738	Reduced GHG
60-2009-679	34,000	ICSP	Corner Brook	Completed	Dec-12	261,494	-	-	34,000	Capacity Building
60-2009-680	590,000	City Hall Retro fit	City Hall Park Street	Completed	Dec-12	817,303	-	-	590,000	Reduced GHG
60-2009-72	92,436	Watershed Management Plan	Corner Brook Water Supply	Completed	Jun-09	92,436	-	-	92,436	Capacity Building
60-2010-1206	42,000	District Energy Plan	Park Street	Completed	Jun-12	498,925	-	-	42,000	Capacity Building
60-2011-1513H	46,000	Paving	Brookfield Avenue	Completed	Aug-11	46,000	-	-	46,000	Infrastructure Upgrade
60-2011-1513A	29,600	Paving	Caribou Road	Completed	Jul-11	29,600	-	-	29,600	Reduced GHG
60-2011-1513B	29,400	Paving	Golden Glow Place	Completed	Jul-11	29,400	-	-	29,400	Reduced GHG
60-2011-1513C	13,000	Paving	Herald Avenue	Completed	Jul-11	13,000	-	-	13,000	Reduced GHG
60-2011-1513D	78,000	Paving	Maple Valley Road	Completed	Aug-11	78,000	-	-	78,000	Reduced GHG
60-2011-1513E	69,000	Paving	Petries Street	Completed	Aug-11	69,000	-	-	69,000	Reduced GHG
60-2011-1513F	57,400	Paving	St. Marks Avenue	Completed	Jul-11	57,400	-	-	57,400	Reduced GHG
60-2011-1513G	49,600	Paving	University Drive	Completed	Jul-11	49,600	-	-	49,600	Reduced GHG
60-2011-1513	2,979,425	Road Upgrade	Local Roads & Bridges	Completed	Aug-11	2,979,425	-	-	2,970,459	Reduced GHG
60-2015-5275	4,194,515	Road Upgrade	Local Roads & Bridges	In Progress	Jul-15	4,194,515	237,829	-	2,169,033	Productivity & Economic Growth
	\$ 9,980,997	Total				10,907,069	\$ 237,829	\$ -	7,946,548	

Table A: Other Sources of Funding to Date
For the Year Ended December 31, 2018

A	B	C	D	E	F	G
Project Title	Municipal	Provincial	Federal	Other (GST Rebate)	Total Other Sources	Program (i.e. MRIF, MCW, etc.) and Project number
Road Upgrade	\$ 2,195	\$ -	\$ -	\$ -	\$ 2,195	60-2008-151 (MCW)
Road Upgrade	12,155	-	-	-	12,155	60-2009-678 (MCW)
ICSP Development	227,494	-	-	-	227,494	60-2009-679 (MCW)
Municipal Building Retrofit	227,303	-	-	-	227,303	60-2009-680 (MCW)
District Energy Plan	-	456,925	-	-	456,925	60-2010-1206
Road Upgrade (60-2015-5275)	54,769	1,700,013	-	-	1,754,782	17-SCF-18-00011 (SCF)
Total	\$ 523,916	\$ 2,156,938	\$ -	\$ -	\$ 2,680,854	

City of Corner Brook
Notes to Auditor's Report on Compliance with Agreement
For the Year Ended December 31, 2018

1. Schedule A Paragraph 5 of the Ultimate Recipient Gas Tax Agreement states:

"With respect to Contracts, award and manage all Contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Newfoundland and Labrador *Public Tender Act*, the Agreement on Internal Trade and applicable International trade agreements, and all other applicable laws."

We have interpreted this requirement to be limited to the Newfoundland and Labrador *Public Tender Act*.

REQUEST FOR DECISION

Community, Engineering, Development and Planning

SUBJECT: Approval of Proposed Municipal Plan Amendment MP19-01 and Development Regulations Amendment DR19-01 – Redevelopment of 162 Premier Drive

DESCRIPTION:

The purpose of the proposed amendments is to allow the redevelopment of 162 Premier Drive (henceforth the “subject property”) to allow the development of a new apartment building and redevelopment of an existing building for a mix of commercial and personal care uses (pharmacy, walk-in clinic, gym/fitness area, restaurant/bistro, spa/beauty parlour, and homecare support services). The apartment building will be marketed to the +55 age group; the proposed uses for the redevelopment of the existing CBC building are primarily intended for the residents of the apartment building, but will also serve the public.

PROPOSED MOTION: The Corner Brook City Council RESOLVES to:

- (1) Approve proposed amendment MP19-01 to the City of Corner Brook’s Integrated Municipal Sustainability Plan 2012, being a mapping amendment to Maps A & B of the Generalized Future Land Use Map;
- (2) Approve proposed amendment DR19-01 to the City of Corner Brook’s 2012 Development Regulations, being a mapping amendment to Map C2 of the Land Use Zoning Map;
- (3) Approval under (1) and (2) shall be in substantial conformance with the attached plans submitted by the applicant and attached to this report. Following registration of the amendments, and where the applicant submits amended plans for development/building permit issuance that do not substantially conform with the attached plans, staff is directed to bring the item back to Council to render a discretionary decision in accordance with regulation 11 of the City’s Development Regulations.
- (4) Authorize staff to submit the proposed amendments to the provincial government for ministerial approval and registration; and
- (5) Authorize staff to give statutory notice of registration of the amendments following ministerial approval and registration under (4).

ALTERNATIVE MOTIONS: The Corner Brook City Council RESOLVES to:

- (1) Refuse approval of the proposed amendments; or
- (2) Postpone approval of the proposed amendments, with direction given to staff to work further with the proponent in revising the development proposal before bringing the item back to Council. At the discretion of staff, and if the proposal is substantially amended, this may entail re-conducting public consultation (section 14) and re-submitting the proposal to the provincial government for review/release (section 15).

IMPLICATIONS OF RECOMMENDATION:

Approval of the proposed amendments is the second and final affirmative decision of Council (the first being adoption) prior to submitting the documents to the provincial government for ministerial approval and registration. If Council is not supportive of the proposal as is, including the concept layout submitted by the applicant, Council should not proceed with approval.

Due to the discretionary uses included in the proposal, the item will have to be re-advertised and brought back to Council for a future discretionary decision pursuant to regulations 26 and 128 of the City's Development Regulations.

As an additional safeguard measure, item (3) of the proposed motion indicates that approval shall be in substantial conformance with the plans submitted by the applicant. In the event that a future building/development permit application is not in substantial conformance, staff is directed to bring the item back to Council for consideration. In accordance with regulation 11 of the City's Development Regulations and the policies of the Municipal Plan, Council reserves the right to refuse or add conditions to any proposed development, including permitted or discretionary uses.

Financial implications of approval include advertising notice of registration in the NL Gazette and Western Star within 10 days of being notified of registration by the provincial government.

BACKGROUND

At a regular meeting of Council held on January 21, 2019, and pursuant to section 14 of the *Urban and Rural Planning Act, 2000* (henceforth the "Act"), Council resolved to proceed with public consultation for the above-noted proposed amendments to the Municipal Plan and Development Regulations. The amendments were initially published in the Western Star and on the City's website on January 23, 2019. Due to a clerical error, the notice was re-published on the City's website on March 25, 2019. The second notice extended the public consultation period to March 29, 2019. Members of the public were invited to inspect the proposal at City Hall; however, staff received no inquiries on the submission. In accordance with section 15 of

the Act, the Local Governance and Planning Division of the Department of Municipal Affairs and Environment issued their release of the proposed amendments on April 5, 2019.

At a regular meeting of Council held on April 8, 2019 and pursuant to sections 16, 17, 18, 19, and 21 of the Act, Council resolved to adopt to the proposed amendments; set a tentative public hearing for 7:00 p.m., May 2, 2019 in Council Chambers at City Hall; appoint a commissioner; and authorize staff to give statutory notice of adoption and tentative public hearing (including authorization to cancel the public hearing in the event no objections were received or no member of the public expressed intent to attend the public hearing). In accordance with subsection 21(1) of the Act, staff cancelled the public hearing and gave notice of cancellation via the City website on May 2, 2019. In accordance with section 23 of the Act, Council must give final approval of the proposed amendments prior to submission to the provincial government for registration (subsection 24(1)) and giving notice of registration in the NL Gazette and Western Star (subsection 24(2)). The amendments are not in legal force and effect until notice of registration is issued.

STAFF RECOMMENDATION:

In order to allow the proposal, staff is recommending that the subject property be re-designated (General Future Land Use Map of the Integrated Municipal Sustainability Plan) and re-zoned (Land Use Zoning Map of the Development Regulations) from 'Community Service (CS)' and 'Open Space (OS)' to 'General Commercial (GC).' With the exception of the apartment building and gym/fitness area (discretionary uses), all of the proposed uses are permitted uses in the GC future land use designation and use zone.

Since the proposal includes discretionary uses, and upon application for a build/development permit, public notice will have to be given prior to permit issuance, pursuant to regulation '26. Notice of Application' of the City's Development Regulations. The proposal will thus have to be brought back to Council for a discretionary decision, because of the apartment building and gym/fitness area uses included in the proposal. Notwithstanding the discretionary uses, and as outlined in the proposed motion, staff is recommending that Council direct staff to bring any future development/building permit proposal on the subject property back to Council for a decision, where staff views the proposal as not substantially conforming with the attached submission. (Substantial conformance includes, but is not limited to, abiding by the total footprint of the building on the lot, building height and density, the configuration of the development with respect to lot lines and setbacks as illustrated on the concept layout, and the uses proposed therein.)

The policies of the GC future land use designation under the Integrated Municipal Sustainability Plan are as follows:

Commercial - General Commercial

21. Areas designated General Commercial shall include a range of shops including local convenience outlets, service facilities, offices, and other similar uses which will be of service to the adjacent residential neighbourhoods. [Emphasis added]

22. Proposed new commercial establishments and expansion of existing ones within General Commercial areas will be carefully examined to ensure that they do not conflict with the role and functioning of the Downtown. The applicant of an expansion or of a new commercial development may be required to produce a Land Use Assessment Report (Section 3.2) to the satisfaction of the Authority, in order to determine the effect that the overall development may have on the area (i.e. traffic generation, servicing needs, etc.).

23. The outdoor storage of goods, materials or equipment shall be conducted as neatly and orderly as possible giving consideration to the overall site appearance and visual or other impact upon adjoining commercial uses or nearby residential or other areas. Consideration will also be given as to the storage of materials and equipment with regard to the safety of authorized personnel and general public where applicable. Outdoor storage is prohibited in the building line setback.

The GC future land use designation and use zone have been implemented to permit residential uses prior to the proposed amendments under consideration by Council. The above-noted statement ('emphasis added'), although not ideal, is broad enough to allow residential uses in the GC future land use designation. Since the Municipal Plan is meant to be read and interpreted in a harmonious manner with the Development Regulations, there is no perceived conflict between the GC future land use designation and use zone.

However, staff recognizes that the policy statements of the GC future land use designation should be amended in the future to better reflect the uses allowed in the GC use zone. This would constitute a housekeeping amendment and would require a broader form of public consultation and input pursuant to section 14 of the Act, which is outside the purview of this proposal (i.e. such an amendment would affect all landowners of properties within the GC future land use designation, and not just the subject property). Staff has flagged this item moving forward and will continue to work with the City's professional planner in addressing the issue.

Legislative Authority: *Urban and Rural Planning Act, 2000, sections 23 and 24*

Estimated Cost:

Budget Line Item:

Communication Strategy: In accordance with subsection 24(2) of the Act, notice of registration must be advertised in the NL Gazette and locally circulated newspaper (Western Star) within 10 days of being notified of registration from the provincial government.

STANDING COMMITTEE COMMENTS: Implication:

BACKGROUND: Report/Document:

- Proposed Amendment MP19-01 to the Generalized Future Land Use – Map A;
- Proposed Amendment DR19-01 to the Land Use Zoning – Map C2; and
- Concept layout.

Submitted by: 

Date: May 3, 2019

Director: 

Date: May 3, 2019

City Manager: _____

Date: _____

Distances from street added by D. Randell

* Not to Scale

PROPOSED
SITE





2012 Development Regulations

Development Regulations Amendment No. DR19-01

May 8, 2019

Prepared by:



Contents

1. Type	1
2. Purpose	1
3. Public Consultation	1
4. Provincial Release	2
5. Adoption by Council and Public Hearing	2
6. Approval by Council	2
7. Statement	2

1. Type

Development Regulations Amendment No. DR19-01 to the City of Corner Brook's 2012 Development Regulations (henceforth the "Amendment") is a map amendment to the Land Use Zoning Map ("C2", as attached).

2. Purpose

The purpose of this Amendment is to change the land use zones of the subject property at 162 Premier Drive from "Community Service (CS)" and "Open Space (OS)" to "General Commercial (GC)" to accommodate a new "apartment building" and the redevelopment/reuse of the existing building on site for the following mix of use classes: "catering", "personal use", "medical and professional", "general assembly", and "shop".

3. Public Consultation

In accordance with section 14 of the Act, City staff conducted public consultation by advertising the Amendment on the City's website and publishing a notice in a locally circulated newspaper (Western Star) on January 23, 2019. City staff provided the public with opportunity to inspect and provide comments on the Amendment.

Due to a clerical error, the notice was re-published on the City's website on March 25, 2019. The second notice extended the public consultation period to March 29, 2019.

No concerns or objections were raised during the public consultation stage of the proposed amendment.

4. Provincial Release

In accordance with section 15 of the Act, City staff forwarded the Amendment to the provincial Department of Municipal Affairs and Environment for review. Where no agency or departmental interests were identified, the Amendment was released from the Local Governance and Planning Division on April 5, 2019.

5. Adoption by Council and Public Hearing

In accordance with section 16 of the Act, Council adopted the Amendment on April 8, 2019. In accordance with section 17 of the Act, notice of adoption and tentative public hearing date (May 2, 2019) was published in a locally circulated newspaper (Western Star) on April 17 and 24, 2019.

Where no objections were received two (2) days before the tentative public hearing date (7:00 p.m., April 30, 2019), Council cancelled the public hearing in accordance with section 20 and subsection 21(1) of the Act.

6. Approval by Council

In accordance with section 23 of the Act, Council approved the Amendment (as adopted) on May 8, 2019.

7. Statement

The City of Corner Brook's 2012 Development Regulations is hereby amended by changing the land use zones of the subject property at 162 Premier Drive from "Community Service (CS)" and "Open Space (OS)" to "Commercial General (GC)" as per the attached Land Use Zoning Map "C2".



Integrated Municipal Sustainability Plan 2012

Municipal Plan Amendment No. MP19-01

May, 2019

Prepared by:



Contents

1. Type	1
2. Purpose	1
3. Public Consultation	1
4. Provincial Release	2
5. Adoption by Council and Public Hearing	2
6. Approval by Council	2
7. Statement	2

1. Type

Municipal Plan Amendment No. MP19-01 to the City of Corner Brook's Integrated Municipal Sustainability Plan 2012 (henceforth the "Amendment") is a map amendment to the Generalized Future Land Use Map ("A", as attached).

2. Purpose

The purpose of this Amendment is to change the future land use designations of the subject property at 162 Premier Drive from "Community Service (CS)" and "Open Space (OS)" to "General Commercial (GC)" to accommodate a new "apartment building" and the redevelopment/reuse of the existing building on site for the following mix of use classes: "catering", "personal use", "medical and professional", "general assembly", and "shop".

3. Public Consultation

In accordance with section 14 of the Act, City staff conducted public consultation by advertising the Amendment on the City's website and publishing a notice in a locally circulated newspaper (Western Star) on January 23, 2019. City staff provided the public with opportunity to inspect and provide comments on the Amendment.

Due to a clerical error, the notice was re-published on the City's website on March 25, 2019. The second notice extended the public consultation period to March 29, 2019.

No concerns or objections were raised during the public consultation stage of the proposed amendment.

4. Provincial Release

In accordance with section 15 of the Act, City staff forwarded the Amendment to the provincial Department of Municipal Affairs and Environment for review. Where no agency or departmental interests were identified, the Amendment was released from the Local Governance and Planning Division on April 5, 2019.

5. Adoption by Council and Public Hearing

In accordance with section 16 of the Act, Council adopted the Amendment on April 8, 2019. In accordance with section 17 of the Act, notice of adoption and tentative public hearing date (May 2, 2019) was published in a locally circulated newspaper (Western Star) on April 17 and 24, 2019.

Where no objections were received two (2) days before the tentative public hearing date (7:00 p.m., April 30, 2019), Council cancelled the public hearing in accordance with section 20 and subsection 21(1) of the Act.

6. Approval by Council

In accordance with section 23 of the Act, Council approved the Amendment (as adopted) on May 8, 2019.

7. Statement

The City of Corner Brook's Integrated Municipal Sustainability Plan 2012 is hereby amended by changing the future land use designations of the subject property at 162 Premier Drive from "Community Service (CS)" and "Open Space (OS)" to "Commercial General (GC)" as per the attached Generalized Future Land Use Map "A".

AFFIDAVIT - NO OBJECTIONS

NEWFOUNDLAND AND LABRADOR

CANADA

TO WIT

I, _____, hereby make Oath and say that:

1. The Corner Brook City Council adopted Municipal Plan Amendment MP19-01 and Development Regulations Amendment DR19-01 on the 8th day of April, 2019.
2. The Corner Brook City Council gave notice of adoption of Municipal Plan Amendment MP19-01 and Development Regulations Amendment DR19-01 by advertisement inserted on the 17th day and the 24th day of April, 2019, in the Western Star newspaper.
3. The Corner Brook City Council set the 8th day of May, 2019 at 7:00 p.m. in Council Chambers at City Hall for the holding of a public hearing to consider objections and representations to Municipal Plan Amendment MP19-01 and Development Regulations Amendment DR19-01.
4. No objections or representations with respect to Municipal Plan Amendment MP19-01 and Development Regulations Amendment DR19-01 were received by the City of Corner Brook within the time stipulated in the notice of public hearing.
5. The Corner Brook City Council cancelled the scheduled public hearing.
6. The Corner Brook City Council approved Municipal Plan Amendment MP19-01 and Development Regulations Amendment DR19-01, as adopted on the 8th day of April, on the 2nd day of May, 2019.
7. The attached Municipal Plan Amendment MP19-01 and Development Regulations DR19-01 are correct copies of Municipal Plan Amendment MP19-01 and Development Regulations DR19-01, as approved by the Corner Brook City Council on the 8th day of May, 2019.

SWORN to at the City of Corner Brook
this _____ day of _____, A.D. 2019
before me

Notary Public, Justice of the Peace,
Commissioner of Oaths

City Clerk

URBAN AND RURAL PLANNING ACT, 2000
RESOLUTION TO APPROVE
CITY OF CORNER BROOK
DEVELOPMENT REGULATIONS AMENDMENT DR19-01

Under the authority of Sections 16, 17, and 18 of the *Urban and Rural Planning Act, 2000*, the City Council of Corner Brook:

- a) Adopted Development Regulations Amendment DR19-01 on the 8th day of April, 2019;
- b) Gave notice of the adoption of Development Regulations Amendment DR19-01 by advertisement inserted on the 17th day and the 24th day of April, 2019 in the Western Star newspaper; and
- c) Set the 2nd day of May, 2019 at 7:00 p.m. at the Corner Brook City Hall for the holding of a public hearing to consider objections and submissions.

Now under the authority of Section 23 of the *Urban and Rural Planning Act, 2000*, the City Council of Corner Brook **approves** Development Regulations Amendment DR19-01, as adopted, this ____ day of _____, 2019.

SIGNED AND SEALED this ____ day of _____, 2019.

Mayor: _____

Clerk: _____

(Council Seal)



City of Corner Brook DR19-01

2012 Development Regulations Land Use Zoning – Map C2



From: Community Service (CS)
To: General Commercial (GC)



From: Open Space (OS)
To: General Commercial (GC)



Disclaimer: This map is not a land survey and is not intended to be used for legal descriptions.

City Approval Stamp / Seal

Dated at _____,
this ____ day of _____, ____

City Representative

Planner Certification Stamp / Seal

I certify that this Development Regulations amendment was prepared in accordance with the *Urban and Rural Planning Act, 2000*.



Andrew C. Smith

Andrew C. Smith, MCIP

Provincial Registration Stamp



Project ID:

DRA-01-2019-009

Andrew C. Smith, MCIP



City of Corner Brook MP19-01

Integrated Municipal Sustainability Plan Generalized Future Land Use – Map A



From: Community Service (CS)
To: General Commercial (GC)



From: Open Space (OS)
To: General Commercial (GC)



Disclaimer: This map is not a land survey and is not intended to be used for legal descriptions.

City Approval Stamp / Seal

Dated at _____,
this ____ day of _____, ____

City Representative

Planner Certification Stamp / Seal

I certify that this Municipal Plan amendment was prepared in accordance with the *Urban and Rural Planning Act, 2000*.



A. Smith



Project ID:

MPA-01-2019-007

Andrew C. Smith, MCIP

Provincial Registration Stamp

URBAN AND RURAL PLANNING ACT, 2000
RESOLUTION TO ADOPT
MUNICIPAL PLAN AMENDMENT NO. MP19-01

Under the authority of Section 16 of the *Urban and Rural Planning Act, 2000*, the City of Corner Brook adopts Municipal Plan Amendment No. MP19-01 to the City of Corner Brook's Integrated Municipal Sustainability Plan 2012.

Adopted by the City Council of Corner Brook on the 8th day of April, 2019.

SIGNED AND SEALED this _____ day of _____, 2019.

Mayor: _____

City Clerk: _____

(Council Seal)

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I certify that the attached Municipal Plan Amendment was prepared in accordance with the requirements of the *Urban and Rural Planning Act, 2000*.



URBAN AND RURAL PLANNING ACT, 2000
RESOLUTION TO APPROVE
CITY OF CORNER BROOK
MUNICIPAL PLAN AMENDMENT MP19-01

Under the authority of Sections 16, 17, and 18 of the *Urban and Rural Planning Act, 2000*, the City Council of Corner Brook:

- a) Adopted Municipal Plan Amendment MP19-01 on the 8th day of April, 2019;
- b) Gave notice of the adoption of Municipal Plan Amendment MP19-01 by advertisement inserted on the 17th day and the 24th day of April, 2019 in the Western Star newspaper; and
- c) Set the 2nd day of May, 2019 at 7:00 p.m. at the Corner Brook City Hall for the holding of a public hearing to consider objections and submissions.

Now under the authority of Section 23 of the *Urban and Rural Planning Act, 2000*, the City Council of Corner Brook **approves** Municipal Plan Amendment MP19-01, as adopted, this ____ day of _____, 2019.

SIGNED AND SEALED this ____ day of _____, 2019.

Mayor: _____

Clerk: _____

(Council Seal)

URBAN AND RURAL PLANNING ACT, 2000
RESOLUTION TO ADOPT
DEVELOPMENT REGULATIONS AMENDMENT NO. DR19-01

Under the authority of Section 16 of the *Urban and Rural Planning Act, 2000*, the City of Corner Brook adopts Development Regulations Amendment No. DR19-01 to the City of Corner Brook's 2012 Development Regulations.

Adopted by the City Council of Corner Brook on the 8th day of April, 2019.

SIGNED AND SEALED this _____ day of _____, 2019.

Mayor: _____

City Clerk: _____

(Council Seal)

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I certify that the attached Development Regulations Amendment was prepared in accordance with the requirements of the *Urban and Rural Planning Act, 2000*.



REQUEST FOR DECISION

[Director of Community, Engineering, Development & Planning]

SUBJECT: Engineering Agreement - Traffic Signal Improvements, West Street and Main Street

DESCRIPTION:

An Engineering Firm has provided a quotation to perform the Engineering work associated with Improvements to traffic signals at West Street and Main Street.

Staff has reviewed the proposal and feel it to be reasonable with respect to scope of work and the cost is within the acceptable range for such services.

STAFF RECOMMENDATION:

To approve the quotation by Crandall Engineering Limited.

PROPOSED MOTION:

Be it **RESOLVED** that Corner Brook City Council approve the Engineering Proposal and subsequent Prime Consultant Agreement with Crandall Engineering Limited for the West Street and Main Street Intersection Improvements at a total cost of \$37,766.00 (HST included)

IMPLICATIONS OF RECOMMENDATION:

City of Corner Brook Act

Authority: Policy and/or

Regulation: **Estimated Cost:** \$37,766.00 (HST Included)

Budget Line Item: Funded under the 2017 Small Community Fund

Communication Strategy:

Website:

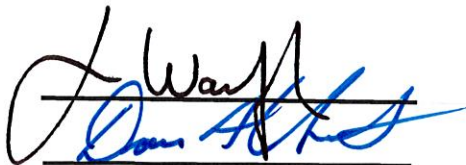
STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document

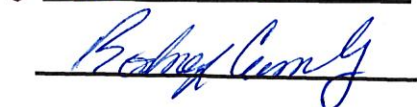
Submitted by:



Date:

Apr. 17/2019

Reviewed by:



Date:

2019/04/17.

City Manager:



Date:

April 30/2019

REQUEST FOR DECISION

SUBJECT: RESCIND ORDER 2019-01 (200 Wheelers Rd)

DESCRIPTION: Order 2019-01

Since the previous meeting of Council the following Order has been rescinded by the Department of Community Development & Planning and therefore must be revoked by Council pursuant to Section 102(3) of the Urban and Rural Planning Act:

Order #	Date of Issue	Civic Address	Violation/Section	Order Revoked	Rationale
2019-01	March 29, 2019	200 Wheelers Rd	Section 45(1) of the Urban & Rural Planning Act	Stop Work Order	The West Regional Appeal board deemed that the appeal was outside the board's jurisdiction.

Section 102(3) of the Urban and Rural Planning Act 2000, requires that all orders issued by the Authority be revoked by a majority of Council at the next meeting of the Council after the order is made.

PROPOSED MOTION:

In accordance with Section 102(3) of the Urban and Rural Planning Act the following order is hereby revoked by Council:

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation:

Staff is recommending that this order be revoked by council.

Legislative Authority:

Urban and Rural Planning Act (2000): Section 102

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document: Order Number 2019-01

Submitted by: 

Date: May 8, 2019

City Manager: 

Date: May 8, 2019



2019-01

STOP WORK ORDER

To:

30 Stentaford Avenue
Pasadena, NL
A0L 1K0

WHEREAS you are identified as the property owner of 200 Wheelers Road, Corner Brook, NL;

AND WHEREAS the City of Corner Brook has concluded that you are currently constructing a two storey office building ("the Building") at 200 Wheelers Road, Corner Brook, NL ("the Property");

AND WHEREAS the City of Corner Brook has given Development Approval on August 27, 2018 for the Building and Subdivision Approval on March 11, 2019 for the Property;

AND WHEREAS appeals have been registered with the West Newfoundland Regional Appeal Board ("the Board") dated March 22nd, 2019 and March 25, 2019 by Noton Enterprises Limited regarding the development of the Building and the Subdivision of the Property;

AND WHEREAS the City of Corner Brook received notification from the Board on March 28th, 2019 that the Board has registered the above mentioned appeals pursuant to sections 7 & 8 of the Development Regulations (NL 3/01) under the *Urban and Rural Planning Act, 2000*;

THEREFORE YOU ARE HEREBY ORDERED under Section 45(1) of the *Urban & Rural Planning Act* to stop all work related to the development at 200 Wheelers Road, Corner Brook, NL immediately pending a decision from the West Newfoundland Regional Appeal Board.

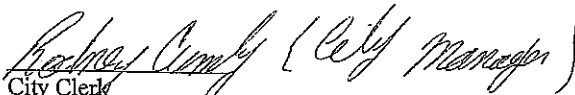
Under Section 106 of the *Urban and Rural Planning Act, 2000* any person who contravenes an order made under the act is liable, upon summary conviction, as follows:

- (a) for a first offence, to a fine of not less than \$500 and not more than \$1,000 and in default of payment to imprisonment for a period not exceeding 3 months or to both the fine and imprisonment; and
- (b) for a subsequent offence, to a fine of not less than \$2,000 and not more than \$5,000 or to a period of imprisonment not exceeding 6 months or to both the fine and imprisonment.

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 29th day of March, 2019, A.D.


 City Clerk
 City of Corner Brook

Notice of Motion

Recreational Vehicles Regulation, 2019

In accordance with Section 39 of the City of Corner Brook Act, a notice of motion is required for the amendment, repeal and passing of bylaws/regulations of the City of Corner Brook.

Whereas sections 201 and 202 of the City of Corner Brook Act authorize Council to make regulations:

- Prohibiting or controlling the operation of recreational vehicles not licenced under the Highway Traffic Act on public roads and bridges;

And further, Section 10 of the Motorized Snow Vehicles and All-Terrain Vehicles Act, 1990 authorize Council to make regulations:

- Permitting the driving of vehicles or a class of vehicles along or across a highway or part of a highway in a municipality;

Notice is hereby given that at the Public Council Meeting on May 27th, 2019, the following motion will be brought forward for consideration:

Pursuant to the powers vested in it by virtue of Section 201 and 202 of the City of Corner Brook Act, 1990 and section 10 of the Motorized Snow Vehicles and All-Terrain Vehicles Act, 1990 and all other enabling powers, the Council of the City of Corner Brook hereby adopts and enacts the Recreational Vehicles Regulation 2019, and thereby repeals the current Recreational Vehicle Regulations that were enacted April 21st, 2008.

CITY OF CORNER BROOK RECREATIONAL VEHICLES REGULATION 2019

Pursuant to the provision of section 10 Motorized Snow Vehicles and All-Terrain Vehicles Act, R.S.N.L 1990 c. M-20 and sections 201 and 202 of the City of Corner Brook Act, R.S.N.L. 1990 c. C-15 and all other powers it enabling the Corner Brook City Council in a session convened on the ___ day of May, 2019, hereby passes and enacts the following regulations:

Title

1. These Regulations may be cited as the City of Corner Brook Recreational Vehicles Regulation 2019.

Definitions

2. In these Regulations:
 - a. "All-terrain vehicle" means a wheeled motorized vehicle, excluding a two wheeled vehicle, designed or adapted for off-road use;
 - b. "City" means City of Corner Brook;
 - c. "Council" means Corner Brook City Council;
 - d. "Designated route" means any highway or public pathway approved by Council for all-terrain vehicle use and set out in Schedule A;
 - e. "Director" means the Director of Protective Services;
 - f. "Enforcement officer" means a municipal enforcement officer as defined by the *City of Corner Brook Act R.S.N.L. 1990 ch.C-15 as amended* or a peace officer as defined by the *Highway Traffic Act*;
 - g. "Highway" means any public highways, streets, roads or roadways, assumed and maintained under the ownership and jurisdiction of the City of Corner Brook;
 - h. "Highway Traffic Act" means the Newfoundland and Labrador Highway Traffic Act RSNL 1990 Chapter H-3 as amended;

- i. "Motorized snow vehicle" means a tracked vehicle, commonly known as a snowmobile, where the driver sits astride a seat and which is designed for operation over snow covered land and ice; such a vehicle is not permitted to be operated on City highways;
- j. "Motorized Snow Vehicles and All-Terrain Vehicles Act" means the Newfoundland and Labrador Motorized Snow Vehicles and All-Terrain Vehicles Act, RSNL 1990 Chapter M-20;
- k. "Public pathway" means any pathway or trail assumed under the ownership of the City of Corner Brook or maintained under the jurisdiction of the City of Corner Brook;

Designated Routes

- 3. All-terrain vehicles, as defined by these regulations, are permitted to be used on any highway or pathway set out in Schedule A provided that they are operated in the manner as set forth in this regulation.

Prohibited Routes

- 4. Except as set out in Schedule A, no person shall use or permit to be used, an all-terrain vehicle on a highway or public pathway within the City unless:
 - a. prior written permission has been obtained from the Director and/or City Manager; and
 - b. the person adheres to any or all additional conditions and restrictions set out by the Director or City Manager.

Snowmobiles

- 5. No person shall use or permit to be used a motorized snow vehicle on any highway within the City.

Rules of Operation

- 6. No person shall operate an all-terrain vehicle upon a City highway unless:
 - a. that person travels upon the designated route as outlined in Section 3 of these regulations;

- b. the vehicle and its driver operate in accordance to the *Motorized Snow Vehicles and All-Terrain Vehicles Act* ;
- c. that person is at least 16 years of age and the holder of a class of driver's licence issued under the *Highway Traffic Act*;
- d. that person or the vehicle being driven carries a liability insurance policy and proof thereof can be readily produced when requested by an enforcement officer;
- e. the all-terrain vehicle is equipped with an exhaust system that is of the original equipment manufacturer and has not been modified to increase sound. The exhaust system must be in working order and in constant operation to prevent excessive or unusual noise;
- f. the all-terrain vehicle must not ever exceed any posted speed limit and further shall be operated at a rate of speed not greater than 40 kilometres per hour on highways and not greater than 20 kilometres per hour on trails or pathways;
- g. the driver of an all-terrain vehicle at all times yields the right of way to drivers of all other classes of motor vehicles on a highway.

Rules of the Road

- 7. Unless otherwise stated in these regulations, the driver of an all-terrain vehicle shall adhere to the “rules of the road” as described in Part V of the Newfoundland *Highway Traffic Act* or any similar or successor legislation.

Times of Operation

- 8. No person shall operate an all-terrain vehicle in accordance with this bylaw before June 1st or after October 31st of any year.
- 9. No person shall operate an all-terrain vehicle within the City and upon its highways earlier than 7 A.M. and no later 10 P.M.

Signage

- 10. Council may erect Warning, Cautionary, Directional, Limiting or Prohibiting signs as to the operation of all-terrain vehicles and the operator of any vehicle who fails to obey such signs is guilty of an offence under these regulations.

Penalty

11. A person who contravenes or fails to comply with these regulations is guilty of an offence and where no penalty is otherwise prescribed for such offence in the *Motorized Snow Vehicles and All-Terrain Vehicles Act RSNL Ch.M-20*, *Highway Traffic Act RSNL 1990 ch. H-3* or any other Provincial Statutes or Regulations, is liable on summary conviction to a fine or to a period of imprisonment or both in accordance with section 438 of the City of Corner Brook Act RSNL 1990 Ch. C-15, as amended.

Exemption

12. These regulations do not apply to vehicles owned and operated by the Council or those operated by Emergency and or Enforcement Services and other persons who are exempt by the provisions of the Motorized Snow Vehicles and All-Terrain Vehicles Regulations 1163/96.

Interpretation

13. These Regulations include the Schedules attached to them, and the Schedules are hereby declared to form part of these Regulations.
14. If a court of competent jurisdiction should declare any section or part of a section of these Regulations to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the Regulations and it is hereby declared that the remainder of the Regulations shall be valid and shall remain in force..

Coming into Force and Repeal

15. These regulations shall come into force as of the date enacted by Council and the City of Corner Brook Recreational Vehicles Regulations April 5, 2008 are hereby repealed upon the coming into force of these Regulations.

IN WITNESS WHEREOF this Regulation is sealed with the Common Seal of The Corner Brook City Council and subscribed by and on behalf of Council by Jim Parsons, Mayor and Marina Redmond, City Clerk, at the City of Corner Brook, this ___ day of April, 2019.

Mayor

City Clerk

Published by The Western Star –

First Reading –

Second Reading –

Schedule "A"

Permitted All-Terrain Vehicle Routes

All-Terrain Vehicles are permitted to travel on or along the following highways:

- Riverside Drive, west from intersection of the Northshore Highway;
- Main Street;
- Herald Avenue;
- Broadway;
- Pier Road;
- Griffin Drive;
- Petries Street (from the intersection of Curling Street to the intersection of Hilliards Road);
- Hilliards Road.

All-Terrain Vehicles are permitted to travel on or along the following public pathways:

- Trail between the end of Pier Road and Griffin Drive.