



## 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 **October 26, 2020** at **7:00 P.M.** **Council Chambers, City Hall.**

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CITY CLERK

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Page

**1 CALL MEETING TO ORDER**

**2 APPROVALS**

2.1 Approval of Agenda

2.2 Approval of Minutes (Committee of the Whole)

**3 BUSINESS ARISING FROM MINUTES**

3.1 Business Arising From Minutes

**4 CORRESPONDENCE/PROCLAMATIONS/PETITIONS/**

4.1 Proclamations

**5 PUBLIC SAFETY REPORT**

5.1 Protective Services Statistics for Month of September 2020 Update

5.2 Labour Agreement with IAFF 1222

5.3 New Training Facility for CBFDF

5.4 Old Fire Truck Disposal

5.5 Parking Enforcement during COVID

5.6 ATV Trail - Notice

**6 PUBLIC WORKS REPORT**

6.1 Public Works Report

6.2 Water and Wastewater Summary

35	6.3	Water Treatment Plant Summary
37	6.4	Asphalt Patching
7		<b>DEVELOPMENT &amp; PLANNING REPORT</b>
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10		<b>FINANCE &amp; ADMINISTRATION REPORT</b>
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11		<b>CAPITAL PROJECTS REPORT</b>
75 - 76	11.1	Capital Project Updates
12		<b>ADVISORY COMMITTEES</b>
77	12.1	Youth Advisory Committee Report
79	12.2	Accessibility and Inclusiveness Committee Report
13		<b>AGREEMENTS</b>
81 - 153	13.1	RFD - Owner's Advisor for Corner Brook Regional Recreation Centre - Execution of Prime Consultant Agreement (PCA)
14		<b>PROCUREMENTS</b>
155 - 156	14.1	RFD - Award Transit Study and System Design
157 - 160	14.2	RFD - Jubilee Field Baseball Building Change Order 7
15		<b>OTHER BUSINESS</b>
161 - 162	15.1	City Manager's Report
	15.2	In Camera Items (if required)
16		<b>ADJOURNMENT</b>



**MINUTES OF A COMMITTEE OF THE WHOLE OF  
THE COUNCIL OF THE CITY OF CORNER BROOK  
COUNCIL CHAMBERS, CITY HALL  
MONDAY, 16 MARCH, 2020 AT 7:00 PM**

**PRESENT:**

Mayor	J. Parsons	R. Cumby, City Manager
Deputy Mayor	B. Griffin	D. Park, Director of Finance & Administration
Councillors:	T. Buckle	D. Charters, Director Community Engineering Development and Planning
	L. Chaisson	T. Flynn, Director of Protective Services
	V. Granter	D. Burden, Director of Public Works, Water and Waste Water Services
	B. Staeben	M. Redmond, City Clerk

Absent with regrets: Councillor J. Carey

The meeting was called to order at 7:00 P.M.

**COW20-18    Approval of Agenda**

On motion by Councillor V. Granter, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to approve the agenda as circulated. **MOTION CARRIED.**

**COW20-19    Approval of Minutes**

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the Minutes of the Committee of the Whole for January. 27, 2020. **MOTION CARRIED.**

**COW20-20    Business Arising From Minutes**

No items were brought forward.

**COW20-21    Proclamations**

Mayor Parsons reported he signed the following proclamations:

- Proclamation from Dietitians of Canada declaring the month of March 2020 to be Nutrition Month in the City of Corner Brook
- Proclamation from Lymphedema Association of Newfoundland and Labrador declaring March 6, 2020 to be Lymphedema Awareness Day in the City of Corner Brook

**COW20-22    FINANCE AND ADMINISTRATION**

Councillor presented a report from the Finance and Administration Committee as follows:

**Tax Receivables**

- All property taxes for 2020 were due at the end of February and all business taxes are due at the end of March. Any unpaid taxes are subject to interest.
- In February 2020 there were \$10,616,062 in outstanding balance accounts for taxes.
- Of the \$10,616,062 that was outstanding for February 2020, \$3,955,010 is outstanding balances from the previous year.
- The City will be making stronger collection efforts on outstanding balances, including: water shut offs, tax sales, rental seizures or statements of claims.

**Not for Profit and Charitable Organizations Taxation Policy**

- After reviewing the Not for Profit and Charitable Organizations Taxation Policy, the committee has agreed that the policy needs to be updated and categories need to be more specific for non-profits.
- The Director is preparing possible options for the committee to review.

**Land Management - Request for Proposals**

- Requests for Proposals are being issued for two parcels of land owned by the City: one parcel of land is located at the corner of Corporal Pinksen Drive and Grenfell Drive and the other parcel of land is located on the top of lower Hilliard's Road.
- The proposals will be evaluated based on price, the fit with the existing area, the zoning, the potential tax stream, and other factors.

**Service Volumes**

- January and February were extremely busy months with Treasury staff issuing and collecting 2020 taxes and preparing for the 2019 audit, Human Resources and Payroll staff are processing year end, rate changes and T4s, Customer Service staff are busy responding to "Customer Service" inquiries.

Councillor Granter inquired on what percentage of outstanding taxes are attributed to repeat accounts being outstanding. The Director of Finance and Administration commented that he can provide the breakdown of outstanding accounts.

The report was accepted as presented.

**COW20-23    PROTECTIVE SERVICES**

The Director of Protective Services presented a report on Protective Services Committee as follows:

**Business Continuity Planning**

- The City of Corner Brook has an Emergency Response Plan that outlines the City's response to disasters, however it is not outlined how the City will remain operable following an event effects internal staff, such as the ongoing COVID-19 outbreak.
- Staff will be leading the establishment of a written Business Continuity Plan (BCP) which will start with a Business Impact Analysis (BIA) being conducted which will determine what operations are critical and how those operations can be maintained in an event when the resources are challenged.

**PSAP Boundary Change**

- The PSAP geographic boundary has been moved to eastward to Salmonier Line in order to make the number of calls coming into Corner Brook and St. John's more equal.

**Western Regional Fire Training Ground**

- The Fire Training Ground Project, as recommended in August 2018 to be used for live fire training purposes for use by Fire Departments west of Springdale, north to St. Anthony and south to Port aux Basques has appeared to have no further progress in regards to funding.

**Firefighter Medicals**

- Staff along with the IAFF 1222 have implemented a new medical surveillance program for firefighters that will assist in the early detection of disease and encourage maintenance of medical and physical fitness.
- So far, approximately 36 firefighters have participated in the program.

**New Fire Truck**

- The new Fire Rescue Pumper is built and currently undergoing it's commissioning and fit-up.
- Tyler Parsons, the City's trained NFPA certified Emergency Vehicle Technician will meet the truck and undergo a week of training specific to this design.
- The new Fire Rescue Pumper is expected in Corner Brook by the end of March.
- E-One will be delivering the truck to Corner

A report on the City's response to the pandemic was provided.

There was some further discussion regarding firefighter medicals. The Director reported 36 of 41 employees have availed of the medicals. He stated the medicals are not mandatory but was pleased with the high

percentage of employees who availed of the opportunity. It was confirmed as well that the medical exams are available to the relief firefighters.

The report was accepted as presented.

**COW20-24     COMMUNITY, ENGINEERING, DEVELOPMENT & PLANNING**

Councillor Chaisson presented a report on Community, Engineering, Development and Planning Committee as follows:

**Development and Planning**

- The Municipal Plan Update in 2020-2021 is still in progress by the planning staff.
- Staff are continuing to work on plans for the Downtown Urban Design Action Plan II (DUDAP).
- An Occupancy Permit issued for the Long Term Care Facility was issued which will allow the building to open on schedule.
- Staff working with contractor on Acute Care Hospital project which is expected to open in 2023.
- Staff are working on implementing a new permit software that will improve the process for both staff and the public.
- Staff are working with contractor on new medical facility on Grenfell Drive and the steel framing are nearly completed.
- The demolition of Brook Street warehouse is complete and staff are currently waiting on report on the building collapse from the consultant.

**Engineering**

- Staff are finalizing final change orders and payments claims for the Combined Sewer Separation Project.
- The Jubilee Field Clubhouse is close to being back on schedule - contractor is continuing with masonry work and the trusses are expected to be installed shortly.
- Engineering services contract for the Confederation at West Valley Roundabout was awarded to Harbourside Consulting and staff are working on a Prime Consultant Agreement (PCA).
- Work on the 2020 asphalt program is continuing.
- Staff are reviewing latest designs for the Woodman's Culvert project.
- PSAB Redundant Communication Line Project tender will close on March. 24th, 2020.

**Tourism and Economic Development**

- Staff are working on the implementation of STAR recommendations.
- Staff are working with Board of Trade on Visitor Centre improvements.
- Staff are working with aboriginals artists to potentially bring a large public art project to the City.

- Staff are working on plans for Strategic Economic Development.
- Staff are processing applications for the Facade Appeal Comprehensive Enhancement (FACE) 2020 program.
- Staff are working on the Blade Sign program for 2020.
- Staff are working with a developer on a Corner Brook App.
- Staff are preparing for staffing of the Street Train for the upcoming season.
- Staff are continuing to work with CB Port to improve cruise experience in the City.

### **Sustainability**

- The implementation of Local Climate Action Plan is underway.
- Staff are working on details for the community gardens and compost program.
- Staff are working on application to bring a mountain biking summit to the City.

The report was accepted as presented.

## **COW20-25 PUBLIC WORKS, WATER & WASTEWATER**

Councillor Granter provided an update on activities ongoing in the Public Works Division as follows:

- Snow clearing budget is \$1,878,000 and \$500,000 has been spent to date.
- Public Works Division received 449 inquiries in February 2020. The majority of complaints involved sanding and salting along with snow clearing.
- 130 potholes have been repaired since the beginning of the year.
- Water and Sewer Division responded to 53 inquiries in the month of February. The majority of the requests were dealing with hydrant snow clearing, water shut-offs, water leaks and sewer issues.
- A debriefing on the chlorine leak occurred.
- The Glass Recycling project is proceeding.
- Plans are underway to demolish the former Western Star Building on Star Street.

The report was accepted as presented.

## **COW20-26 SUMMER 2020 FESTIVAL**

Councillor Buckle provided an update on planning for upcoming festivals scheduled for the 2020 year season. Festivals are scheduled for the following dates:

- July 30 to Aug 2nd- ATV Festival
- October 10- Colours of Corner Brook Festival

**COW20-27    CIVIC CENTRE OVERSIGHT COMMITTEE**

Councillor Staeben reported that the Civic Center Oversight Committee is looking to engage a consultant to conduct a strategic planning session.

**COW20-28    DOWNTOWN URBAN DESIGN ACTION COMMITTEE**

Deputy Mayor Griffin provided an update on the application is being submitted for downtown improvements.

**COW20-29    COMMUNITY PARTNERS**

Mayor Parsons reported on the following initiatives being implemented by the Community Partners Committee stakeholders:

Needle Exchange Program

Care Program

Market Rental Study on homelessness

Building Your Future Project is looking at strategies to address youth at risk issues in the area.

Choices- Social Enterprise Project which provides hospitality training for youth

**COW20-30    347 O'Connell Dr - Discretionary Use (Hair Dressing, Aesthetics Nail Spa & Massage Therapy)**

On motion by Councillor L Chaisson, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** that Council in its Authority approve the application for the proposed use "Hair, Dressing, Aesthetics Nail Spa and Massage Therapy business". **MOTION CARRIED.**

**COW20-31    347 O'Connell Dr - Discretionary Use (Hair Salon/Spa)**

On motion by Councillor L. Chaisson, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** that Council in its authority approve the application for the proposed use. Hair Salon/Spa for the existing building located at 347 O'Connell Drive. **MOTION CARRIED.**

**ADJOURNMENT**


The meeting adjourned at 7:53 P.M.

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City Clerk

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Mayor

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Proclamations</b>	
<b>Report Information</b>	
<b>Department: City Manager</b>	<b>Attachments: Proclamations</b>
<b>Prepared By: Jessica Smith</b>	<b>Council Meeting Date: October 26, 2020</b>

**Topic: *Proclamations/Events***

**Background:** The City of Corner Brook would like to recognize the following proclamations and events:

- **OCTOBER 24, 2020** is declared to be **WORLD POLIO DAY** in the City of Corner Brook as requested by the Rotary Club of Corner Brook;
- The month of **OCTOBER** is declared as **CHILDREN'S VISION MONTH** in the City of Corner Brook as requested by Newfoundland & Labrador's Association of Optometrists

<b>Prepared by: Jessica Smith, Legislative Assistant</b>
<b>Supervisor:</b> Marina Redmond, City Clerk
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> August 14, 2020







**PROCLAMATION  
WORLD POLIO DAY**

**WHEREAS**, Rotary International was founded on February 23, 1905 in Chicago, Illinois and is the world's first and one of the largest non-profit service organization with more than 1.2 million Rotary Club members; and

**WHEREAS**, there are more than 1.2 million Rotary Club members comprised of professional and business leaders in more than 34, 000 clubs in 200 countries and geographic areas; and

**WHEREAS**, the Rotary Club of Corner Brook sponsors service projects to address critical issues such as polio, poverty, health, hunger and illiteracy; and

**WHEREAS**, in 1985 the Rotary launched Polio Plus and spearheaded the Global Polio Eradication Initiative with the World Health Organization, Centers for Disease Control and Prevention and UNICEF to immunize the children of the world against polio; and

**WHEREAS**, polio cases have dropped by 99 per cent since 1988, and the world stands on the threshold of eradicating the disease; and

**WHEREAS**, to date Rotary has contributed more than a billion dollars and countless volunteer hours to the protection of more than 2 billion children in 122 countries; and

**WHEREAS**, the Rotary motto "Service above Self" inspires members to provide humanitarian service, encourage high ethical standards, and promote good will and peace in the world.

**NOW, THEREFORE**, I Mayor Parsons on behalf of the City of Corner Brook, do hereby proclaim **OCTOBER 24, 2020** as

**World Polio Day**

and encourage all citizens of the City and Rotary International in the fight for a polio free world.

Dated at Corner Brook, Newfoundland and Labrador this 24<sup>th</sup> day of October, 2020.

Jim Parsons, Mayor  
City of Corner Brook





## Newfoundland & Labrador Association of Optometrists

### CHILDREN'S VISION MONTH PROCLAMATION Help Children See their Full Potential October 2020

**WHEREAS**, all children deserve the opportunity to see their full potential

**WHEREAS**, 80% of childhood learning relies on vision and many vision problems do not have symptoms

**WHEREAS**, public awareness about the role vision plays in learning is necessary for children to receive prompt vision treatment;

**WHEREAS**, parents, teachers, and healthcare professionals understand the importance of collaborating to reduce the impact of untreated vision problems;

**WHEREAS**, to determine if a child sees well, he or she requires a comprehensive eye examination by a Doctor of Optometry;

**THEREFORE**, I, Jim Parsons, Mayor of Corner Brook, do hereby proclaim **October 2020 Children's Vision Month** in Corner Brook, NL.

Mayor Jim Parsons



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter:</b> Protective Services Statistics for month of September 2020	
<b>Report Information</b>	
<b>Department:</b> Protective Services	<b>Report No:</b>
<b>Presented By:</b> Todd Flynn, Director	<b>Attachments:</b>
	<b>GPC Meeting Date: October 26, 2020</b>

**Topic:** Protective Service report for month of September.

**Background:** On a monthly basis Protective Services compiles its statistics to report them out to council and residents.

**Objective:** To inform the residents of Corner Brook of the work that is being done by the Protective Services Department.

**1. Our Municipal Enforcement Officers received 80 calls for services as follows:**

○ **By-law Enforcement:**

- 5 - Untidy property;
- 6 - Uncovered garbage; 5 Without Covering 1 With Covering;
- Various other routine complaints.

○ **Taxi Regulation:**

- 8 - Taxi Driver Permits ;
- 3 - Taxi Vehicle Permits.

○ **Animal Control:**

20 Calls for Service were received that included:

- 8 - Roaming Animals;
- 9 - Injured/Dead Animals;
- 5 - Violations issued.

○ **Parking Enforcement:**



## City of Corner Brook Information Report (IR)

174 Parking related violations were issued that included:

- 141 - Expired Meters;
- 3 - Parked on Sidewalk ;
- 1 - Accessible Parking (Handicapped Permit);
- Various other parking violations (Loading Zone, Wrong Direction, Unattended Vehicle, etc.).

### **2. The Corner Brook Fire Department received 29 calls for service:**

- 2 - residential fire alarms;
- 7 - commercial fire alarms;
- 10 – traffic collisions: 8 of which incurred injuries and 2 required extrication;
- 6 – garbage fires;
- 1 – forest on fire;
- 1 – possible industrial accident;
- 1 – possible water rescue;
- 1 – smoke odour.

#### **The Fire Prevention Unit conducted:**

- 20 – commercial re-inspections;
- 4 – new commercial inspections;
- 1 - occupant capacity inspection;
- 1 - safety walk through of new Corner Brook Hospital site;
- 3 – home oxygen inspections.

### **3. The total volume of calls received by the Corner Brook PSAP for September was 4736. The calls are broken out as follows:**



## City of Corner Brook Information Report (IR)

- Police – 965
- Ambulance – 1097
- Fire – 150
- Any Other (please specify)
  - Northern 911 – 1
  - Poison Control – 1
  - Crisis – 1
  - NL Power /Hydro - 2
  - Testing – 1
  - Parks – 2
  - RoCP - 6
- Non-Transferred – 2510

**Governance Implications:** N/A

**Budget/Financial Implications:** N/A


**Environmental Implications:** N/A

<b>Prepared by:</b> Todd Flynn
<b>Director:</b> Todd Flynn
<b>City Clerk:</b> Marina Redmond
<b>Date:</b> June 04, 2019
<b>City Manager:</b> Rodney Cumby
<b>Date:</b>

**Additional Comments by City Manager:**





	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter:</b> Labour Agreement with IAFF 1222	
<b>Report Information</b>	
<b>Department:</b> Protective Services	<b>Report No:</b>
<b>Presented By:</b> Todd Flynn, Director	<b>Attachments:</b>
	<b>GPC Meeting Date:</b>

**Topic:** The City and representatives of International Association of Fire Fighters Local 1222 (IAFF 1222) recently negotiated a four year Labour agreement.

**Background:** The City's previous Collective Agreement with IAFF 1222 expired on December 31, 2018. (At the time neither party gave the other party notice of any intention to propose any changes or amendments, so the collective agreement continued as it was until December 31, 2019.)

On January 23, 2020, the parties began negotiations on a new collective agreement. There was a pause during the COVID -19 pandemic, but negotiations resumed on July 16<sup>th</sup>. Over a course of 8 days at the bargaining table, the City and the IAFF 1222 reached a tentative agreement on October 7<sup>th</sup>, 2020. IAFF 1222 membership voted on the tentative agreement on October 16<sup>th</sup>, 2020, with 88% voting to accept.


This agreement was reached with both IAFF 1222 and the City using only internal resources at the bargaining table. This is the first time in recent memory that one or both parties did not require external resources. It is also the first time in recent memory that the use of a provincially appointed mediator was not required.

**Details of the Agreement:** The substantive changes that are included in the tentative agreement are:

- Four year agreement from January 1, 2020 to December 31, 2023;
- 9% wage increase over 4 years (3%, 2%, 2%, 2%) or 9.3% compounded (note: there was no increase for 2019 as the collective agreement rolled over for a year);
- Increased sick leave bank maximum for employee hired after January 2001;
- Increased annual leave for employees with greater than 14 years of service;
- Meal voucher increase from \$12.50 to \$15.00;
- Standby pay increase from \$750 per annum to \$1,000;
- Agreement to review and develop new promotional roster system;
- Ridding of the pager system;
- There were also a number of wording clarifications and improvements.

**Governance Implications:** N/A


**Budget/Financial Implications:** N/A

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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**Environmental Implications:** N/A

<b>Prepared by:</b> Todd Flynn	
<b>Director:</b> Todd Flynn	
<b>City Clerk:</b> Marina Redmond	
<b>Date:</b> October 20, 2020	
<b>City Manager:</b> Rodney Cumby	
<b>Date:</b>	

**Additional Comments by City Manager:**

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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**Subject Matter:** New training facility for CBFD

**Report Information**

**Department:** Protective Services

**Report No:**

**Presented By:** Todd Flynn, Director

**Attachments:**

**GPC Meeting Date:** October 26<sup>th</sup>, 2020

**Topic:** Progress on New Training Facility for the CBFD

**Background:** Corner Brook City Council recently approved for the Director of Protective Services to proceed with a modular shipping container live fire burn structure for the Corner Brook Fire Department.

**Issue:** Progress on this new structure is as follows:

- 1) Ground work to stabilize the structure is underway;
- 2) Design work by engineer is near completion;
- 3) Seven containers have been selected and made ready at the Port by Logistics for transport to the site, which should occur mid-week;
- 4) The welding contractor is ready to start the steel work and welding of the structure early next week.

**Options:** N/A

**Legal Review:** N/A

**Governance Implications:** N/A

**Budget/Financial Implications:** N/A

**Environmental Implications:** N/A


**Prepared by:** Todd Flynn

**Director:** Todd Flynn

**City Clerk:** Marina Redmond


**Date:** October 22, 2020

**City Manager:** Rodney Cumby

	<b>City of Corner Brook Information Report (IR)</b>
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<b>Date:</b>
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**Additional Comments by City Manager:**

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter:</b> Old Fire Truck Disposal	
<b>Report Information</b>	
<b>Department:</b> Protective Services	<b>Report No:</b>
<b>Presented By:</b> Todd Flynn, Director	<b>Attachments:</b>
	<b>GPC Meeting Date:</b> October 26 <sup>th</sup> , 2020

**Topic:** The City is giving its old fire rescue truck to Harry's Harbour, NL.

**Background:** The City of Corner Brook recently replaced its 1998 Fire Rescue truck, Unit 811. Unit 811 has a leaking water tank and some other mechanical issues, but could be serviceable to the right fire department.

**Details of the Agreement:** The vehicle is being sold for \$1.00 and is sold "as is where is". The community of Harry's Harbour Volunteer Fire Department is aware of the repairs required and plans to undertake them accordingly.

**Legal Review:** A purchase and sale agreement will be compiled by the City solicitor to prevent any liability to the City relating to the sale.


**Governance Implications:** Fire and Emergency Services have been engaged as to the transfer of this truck to Harry's Harbour.

**Budget/Financial Implications:** This 22 year old truck is now surplus equipment and is unserviceable for the City of Corner Brook's emergency response requirements.


**Environmental Implications:** N/A

<b>Prepared by:</b> Todd Flynn	
<b>Director:</b> Todd Flynn	
<b>City Clerk:</b> Marina Redmond	
<b>Date:</b> October 20, 2020	
<b>City Manager:</b> Rodney Cumby	
<b>Date:</b>	



 The logo for the City of Corner Brook features a stylized sun with three rays in orange and yellow, positioned above two green, curved lines that resemble a rising sun or a bridge. Below these elements, the words "CORNERBROOK" are written in a blue, serif, all-caps font.	<p><b>City of Corner Brook Information Report (IR)</b></p>
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**Additional Comments by City Manager:**

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter:</b> Parking Enforcement during COVID	
<b>Report Information</b>	
<b>Department:</b> Protective Services	<b>Report No:</b>
<b>Presented By:</b> Todd Flynn, Director	<b>Attachments:</b>
	<b>GPC Meeting Date:</b> October 26 <sup>th</sup> , 2020

**Topic:** Parking Enforcement during COVID

**Background:** From mid-March through to May 18<sup>th</sup>, 2020, the City stopped parking enforcement due to the COVID-19 pandemic and issues surrounding it which included safety of our officers and the public's safety. Coupled with that was many businesses were forced to close their retail spaces as per the Public Health Orders, thus there was little parking on metered spaces occurring.

Since May, the Municipal Enforcement Division has returned to enforcing parking regulations including the downtown metered spaces. In accordance with our Metered Parking Regulation, persons are required to pay for parking between the hours of 8:00 am to 6:00 pm Monday to Friday every week, excluding holidays.

**Issue:** Recently it has been questioned why Parking Enforcement is occurring before 9 am and some businesses have expressed concern that early delivery drivers would be subject to tickets while delivering stock to their businesses.

It should be known that our Municipal Enforcement Officers exercise discretion when they are aware that the vehicle parking is doing deliveries to nearby business and will not likely issue a ticket unless there is a specific complaint or the delivery vehicle is parked in a Mobility Designated space.

Some business owners have expressed that during this COVID-19 pandemic that parking enforcement should not be occurring; this is a matter that must be referred to City Council.

**Options:** N/A


**Legal Review:** N/A

**Governance Implications:** N/A

**Budget/Financial Implications:** N/A

**Environmental Implications:** N/A


<b>Prepared by:</b> Todd Flynn
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	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Director:</b> Todd Flynn	
<b>City Clerk:</b> Marina Redmond	
<b>Date:</b> October 20, 2020	
<b>City Manager:</b> Rodney Cumby	
<b>Date:</b>	

**Additional Comments by City Manager:**



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter:</b> Recreational Vehicle Regulations, 2019	
<b>Report Information</b>	
<b>Department:</b> Protective Services	<b>Report No:</b>
<b>Presented By:</b> Todd Flynn, Director	<b>Attachments:</b>
	<b>GPC Meeting Date:</b> October 26 <sup>th</sup> , 2020

**Topic:** End of Season for the ATV Designated Route

**Background:** Under the Recreational Vehicle Regulations, the City's allows the operation of ATV's along a designated route for from June 01<sup>st</sup> through to October 31<sup>st</sup> of each year.

**Issue:** This is a reminder to our residents that the designated route closes on October 31<sup>st</sup> and that operation on the route could result in traffic violation being issued by the RNC or our Municipal Enforcement Officers. We ask that no one operates a recreational vehicle on any of our roadways after October 31<sup>st</sup>.

As an added note the City would be reviewing its experience for the 2020 Season and will be considering improvements for next season. If a resident would like to make a recommendation or comment, please forward them to Director of Protective Services at: [tflynn@cornerbrook.com](mailto:tflynn@cornerbrook.com).

**Options:** N/A


**Legal Review:** N/A

**Governance Implications:** N/A


**Budget/Financial Implications:** N/A

**Environmental Implications:** N/A

<b>Prepared by:</b> Todd Flynn	
<b>Director:</b> Todd Flynn	
<b>City Clerk:</b> Marina Redmond	
<b>Date:</b> October 20, 2020	
<b>City Manager:</b> Rodney Cumby	
<b>Date:</b>	

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**Additional Comments by City Manager:**

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Snow Clearing - Property Markers</b>	
<b>Report Information</b>	
<b>Department: Public Works, Water, And Wastewater</b>	<b>Attachments:</b>
<b>Presented By: Donald Burden</b>	<b>Council Meeting Date: Oct 26,2020</b>

### **Topic: Snow Clearing – Property Markers**

#### **Background:**

Property markers are permitted to be plastic or wooden. Steel markers are not permitted due to the serious safety hazard they create. If steel markers are installed they will be removed and placed on the homeowner's property. The City does not accept responsibility for plastic or wooden markers that are knocked down during snow clearing.

Residents are encouraged to erect property markers on their lawn, especially if they have experienced lawn damage in the past from City snow clearing operations. **Residents requiring assistance erecting property markers are asked to call the City's customer inquiry line at 637-1666. City crews will assistance as resources allow.**

#### **Objective:**

To provide the residents of Corner Brook with safe, effective, and efficient snow clearing services.

#### **Governance Implications:**

**Budget/Financial Implications:** The 2020 annual budget for snow clearing is \$1.9 million.

<b>Prepared by:</b> Donald Burden
<b>Director:</b> Donald Burden
<b>City Manager:</b>
<b>Date:</b> October 20, 2020

#### **Additional Comments by City Manager:**



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Water and Wastewater Summary</b>	
<b>Report Information</b>	
<b>Department: Public Works, Water, and Wastewater</b>	<b>Attachments:</b>
<b>Presented By: Donald Burden</b>	<b>Council Meeting Date: Oct 26,2020</b>

**Topic: Water and Wastewater Summary (to date)**

**Background:**


Below is a summary of the repairs, recoverables, and complaints the water and wastewater department has addressed to date in 2020.

<b>Water &amp; Wastewater Repairs 2020</b>	
<b>Repair Type</b>	<b>Repair Count</b>
Curbstop Repair	16
Feeder Main	1
Hydrant	4
New Service	3
Sewer Lateral	11
Sewer Main	1
Valve	5
Water Main	21
Water Service	22
<b>Grand Total</b>	<b>84</b>



**City of Corner Brook  
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<b>Water &amp; Wastewater Recoverables 2020</b>	
<b>Recoverable Service</b>	<b>Total</b>
Additional Water Service	1
Advertising costs for new services	1
Aquatech Service	1
Clear Debris from MH	1
Fitting for Port Aux Basque	1
Flow Test	3
Magikist Rental	1
New service	6
Repair Sewer	1
Road closures	1
Section of ductile iron	1
Turn water off	1
Turn water off & on	58
Turn water on	8
Winterize Private Fire Hydrants	36
<b>Grand Total</b>	<b>121</b>

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Water &amp; Wastewater Complaints 2020</b>	
<b>Complaint Type</b>	<b>Complaint Count</b>
Clean Water Lines 2120	2
Curb Stop Repair	34
Hydrant Snowclearing 2100	19
Locate curb stop	44
Main Line Repairs 2070	7
Maintain Hydrants and Valves	9
No Water	9
Noise on Line	12
Other - Sewer Issues	11
Request Shut Off/On	58
Sanitary Sewer Issue	10
Sewer Backup 2150/2160	32
Water Issues	64
Water Leak	39
<b>Grand Total</b>	<b>350</b>

**Objective:**

To supply the residents of Corner Brook with safe distribution of drinking water and disposal of wastewater.

**Governance Implications:**


**Budget/Financial Implications:** The 2020 budget for the water and wastewater department is \$1.9 million.

<b>Prepared by:</b> Donald Burden
<b>Director:</b> Donald Burden
<b>City Manager:</b>
<b>Date:</b> October 20, 2020

	<p><b>City of Corner Brook Information Report (IR)</b></p>
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**Additional Comments by City Manager:**



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Water Treatment Plant Summary</b>	
<b>Report Information</b>	
<b>Department: Public Works, Water and Wastewater</b>	<b>Attachments:</b>
<b>Presented By: Donald Burden</b>	<b>Council Meeting Date: Oct 26,2020</b>

## **Topic: Water Treatment Plant Summary**

### **Background:**

Please see below the September 2020 Monthly report for the Corner Brook Water Treatment Plant.

September of this year has been the lowest water usage September yet. It's the 4<sup>th</sup> lowest month on plant record. June 2017 was the lowest but only by 16,763 m3. Allot of good things happened this summer with regards to leak detection and remediation, its showing in the totals. The average daily usage of the City was 21 million liters per day at a cost of approximately \$98.44 per million liters treated.

The pipe insulation in the basement is now complete. It will be a few months before we see any significant impact on the pipe condensation. We are already seeing a difference in temperature as well as a drop of roughly 10 DBA in ambient noise.

### **Objective:**

To provide the residents of Corner Brook with the best quality drinking water possible while maintaining a financially sustainable facility.


### **Governance Implications:**

**Budget/Financial Implications:** The 2020 budget for the operation of the water treatment plan is \$1.5 million.

<b>Prepared by:</b> Donald Burden
<b>Director:</b> Donald Burden
<b>City Manager:</b>
<b>Date:</b> October 20, 2020

### **Additional Comments by City Manager:**



	<b>City of Corner Brook Information Report (IR)</b>
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<b>Subject Matter: Asphalt Patching</b>	
<b>Report Information</b>	
<b>Department: Public Works, Water, and Wastewater</b>	<b>Attachments:</b>
<b>Presented By: Donald Burden</b>	<b>Council Meeting Date: Oct 26,2020</b>

### **Topic: Asphalt Patching of Water and Wastewater Cuts**

#### **Background:**

To date, in 2020, we have repaired approximately 80 water and wastewater cuts with approximately 35 remaining to repair. Repairs will continue until early November when the asphalt plant shuts down for the season.

Water and wastewater cut repairs after early November will be done in house using our asphalt reclaimers and hot box such that water and wastewater cuts are repaired in a timely manner over the winter.

#### **Objective:**

To reinstate the pavement at water and wastewater cuts in a cost effective and timely manner.


#### **Governance Implications:**

**Budget/Financial Implications:** The 2020 budget for asphalt patching of water and wastewater cuts is \$350,000.

<b>Prepared by:</b> Donald Burden
<b>Director:</b> Donald Burden
<b>City Manager:</b>
<b>Date:</b> October 20, 2020

#### **Additional Comments by City Manager:**



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Development and Planning Committee Updates</b>	
<b>Report Information</b>	
<b>Department: CEDP</b>	<b>Report No: 2020-01</b>
<b>Presented By: Darren Charters</b>	<b>Attachments:</b>
	<b>Meeting Date: 2020-10-26</b>

**Topic:** This report is intended to serve as an update to council regarding the various Development and Planning Projects. The current project updates are as follows:

### **Qalipu Circle**

Project underway  
Expected completion – approximately Oct 30, 2020

This project is nearing completion and looks amazing. This circle is a great addition to Majestic Square.

### **CB Acute Care Hospital:**

Project is well underway with a completion date currently set for the end of 2023. This project may be delayed due to some issues with staffing due to Covid restrictions. For a short time they were delayed due to worker restrictions.

### **Grenfell Drive Medical Center – Dr. Justin French:**

Permit Date – July 4, 2019  
Completion Date – Spring 2021

This project is progressing on schedule, interior work has commenced. This building is quite impressive and is the largest private building ever constructed in the City.

### **New Permit Program:**

Completion Date: January GO-Live  
Software Install with IT Department and Cityworks Staff ongoing. Training dates set for November and December for staff training and program development. This project will add tracking and employee efficiencies to all projects. The current building permit program is showing signs of failure with some data loss. The IT Department has worked hard to help us move the project forward.

### **New Municipal Plan:**



## City of Corner Brook Information Report (IR)

Review has been ongoing for a year now  
RFP will be sent by end of November  
Completion Date – End of 2022

This project is on schedule for completion. We plan to make it easier for uses to be permitted with less potential to require a large amount of individual plan amendments. We plan to achieve this by allowing a greater amount of uses per zone, with a large amount of discretion for council to approve or refuse uses.

### **New Orthodontist Building – Dr. Bill Taylor**

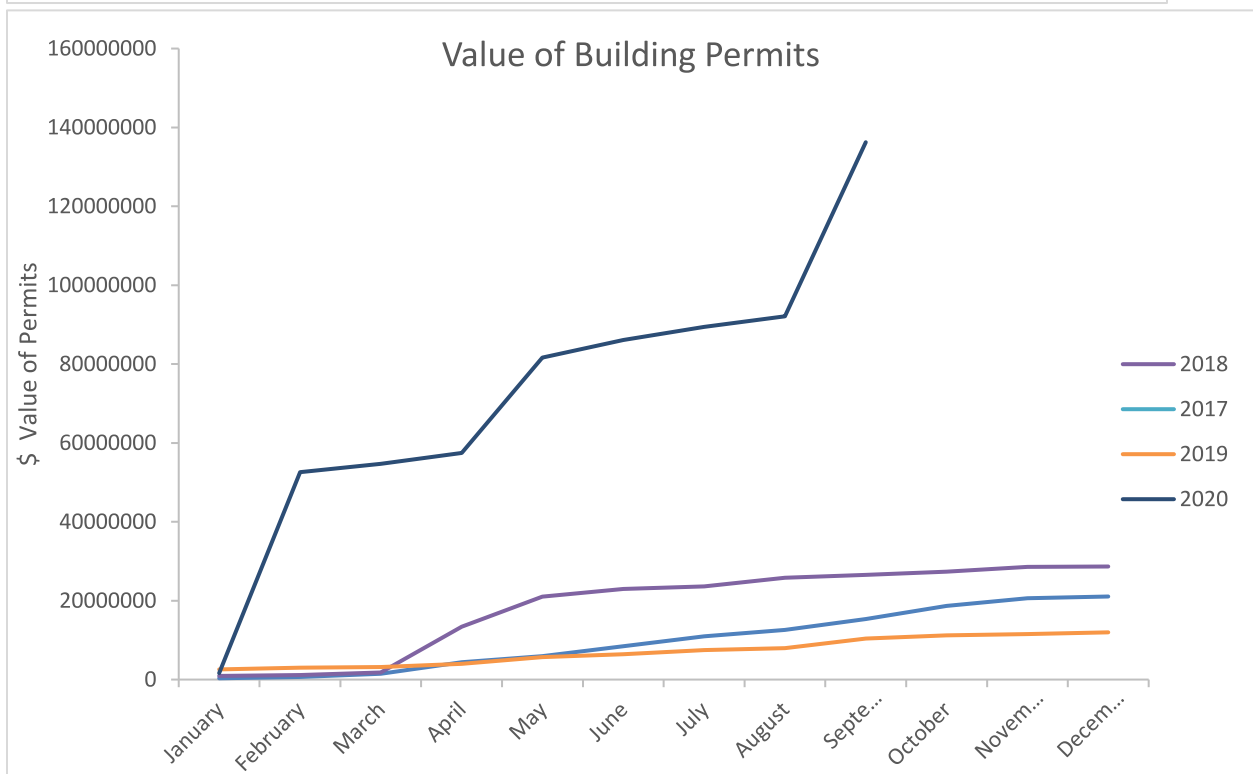
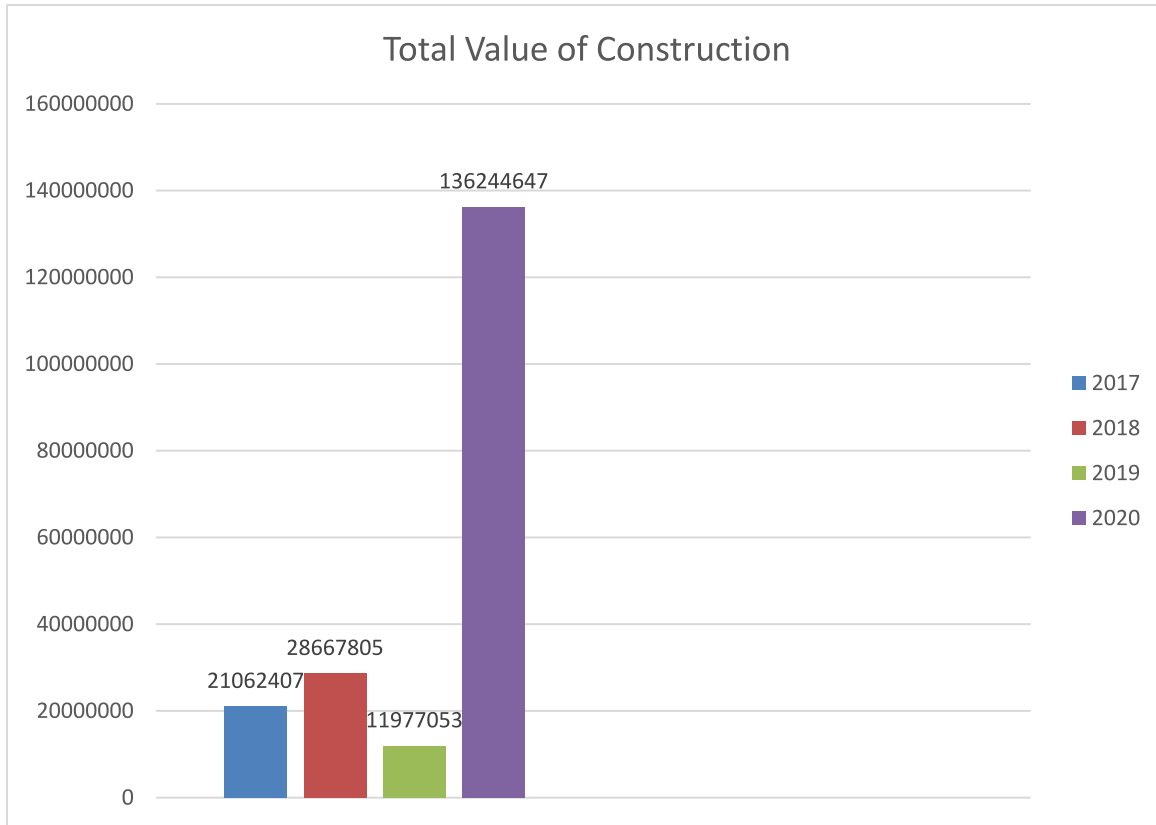
Project Underway  
Permit Date – June 10, 2020  
Completion Date – Summer 2021

This project is progressing on schedule, foundation installed and exterior walls/steel framing being erected. The contractor is hopeful that the building will be enclosed before snow.

### **Development Statistics:**

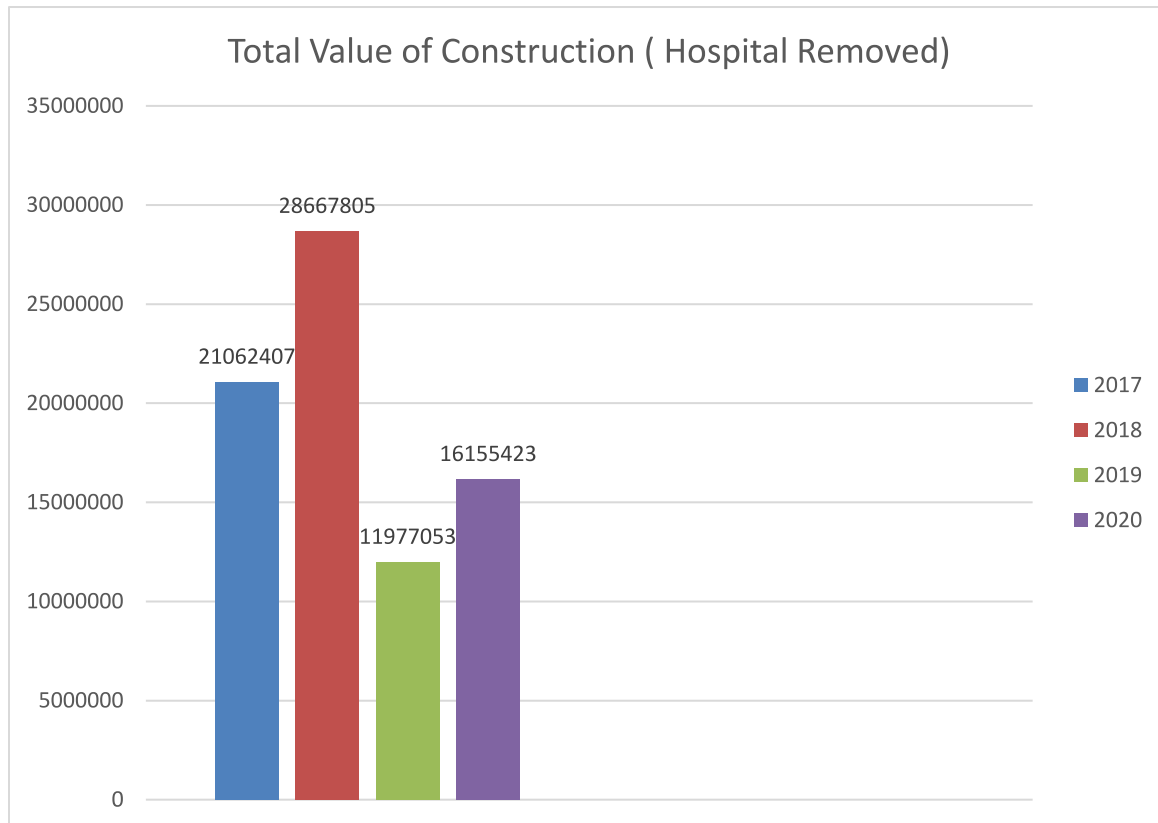


## City of Corner Brook Information Report (IR)





## City of Corner Brook Information Report (IR)







## City of Corner Brook Information Report (IR)

### CITY OF CORNER BROOK MONTHLY BUILDING PERMIT REPORT- SEPTEMBER 2020

#### BUILDING PERMITS ISSUED

BUILDING TYPE	SEPTEMBER 2020		TO DATE 2020		SEPTEMBER 2019		TO DATE 2019	
	PERMITS	ESTIMATED COST	PERMITS	ESTIMATED COST	PERMITS	ESTIMATED COST	PERMITS	ESTIMATED COST
ASSEMBLY NEW	0	0	0	0	1	1547700	1	1547700
OTHER	1	12000	3	19600	0	0	9	167600
INDUSTRIAL NEW	3	215000	9	3411000	0	0	1	10000
OTHER	1	750000	6	1389000	1	50000	6	464440
INSTITUTIONAL NEW	0	0	1	50889323	0	0	0	0
OTHER	1	42700000	5	69200000	0	0	0	0
RESIDENTIAL NEW	0	0	8	2261861	1	7000	7	1052660
OTHER	36	437436	309	2794843	27	630150	222	2338174
BUSINESS NEW	2	20000	6	211520	0	0	1	300000
OTHER	1	2000	20	5522500	1	200000	14	3766390
MERCANTILE NEW	0	0	0	0	0	0	0	0
OTHER	0	0	6	545000	0	0	6	751400
<b>TOTAL</b>	<b>45</b>	<b>44136436</b>	<b>372</b>	<b>136244647</b>	<b>31</b>	<b>2434850</b>	<b>267</b>	<b>10398364</b>

#### NEW RESIDENTIAL UNITS APPROVED

CLASSIFICATION	SEPTEMBER 2020	TO DATE 2020	SEPTEMBER 2019	TO DATE 2019
SINGLE DWELLING	0	4	0	3
DWELLING WITH APT.	0	6	0	4
DOUBLE DWELLING	0	0	0	0
ROW DWELLING	0	0	0	0
APARTMENT	0	2	0	4
APARTMENT BLDG.	0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>12</b>	<b>02</b>	<b>11</b>

OCCUPANCY PERMITS ISSUED FOR SEPTEMBER 2020: 2

OCCUPANCY PERMITS ISSUED TO DATE 2020: 44

BUILDING INSPECTOR: [REDACTED]

**Prepared by: D. Charters**

**Director: D. Charters**

**City Manager: Rodney Cumby**

**Date: 2020-10-23**

**Additional Comments by City Manager:**



	<p style="text-align: center;"><b>City of Corner Brook</b> <b>Request for Decision (RFD)</b></p>
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**Subject Matter:** Approval to initiate Section 14 – Public Consultation MP/DR20-01 - Proposed IMSP/DR Text and IMSP Mapping changes

### Report Information

**Department:** Community, Engineering, Development and Planning

**Attachments:** Proposed MP and DR Text and Map Amendments

**Prepared By:** Deon Rumbolt

**Council Meeting Date:**  
October 26, 2020

### Issues:

The proposed amendments are City initiated to address two issues. The first is the IMSP **Map** Amendment to allow Council to consider approval of mapping changes that will simplify the use of, add clarity to and reduce the number of changes to the IMSP Generalized Future Land Use “Maps A and B”. The second issue relates to the IMSP and DR **Text** Amendments to address existing mapping/GIS conditions, and allow for Council to Delegate an Employee or Employees to Interpret Land Use Designation and Zoning Boundaries in relation to Property Boundaries for clarity. This approach should reduce the number of split-zoned properties which would require rezoning of a portion of their properties.

### Background:

#### IMSP Proposed Map Changes:

The proposed Municipal Plan Map Amendments are being made to simplify the process of updating the Generalized Land Use “Maps A and B”. “Map A” focuses on the urban area of Corner Brook while “Map B” includes the full extents of Corner Brook lands. Currently, amendments to the IMSP “Map A” also requires “Map B” to be amended as well as “Map A” because “Map A” is inset into “Map B”. Proposed “Map B” includes a statement, within the inset “Map A”, that references “Map A” for the most current information which then removes the requirement for updating “Map B” when “Map A” is updated.

#### IMSP Proposed Text Changes:

The proposed Municipal Plan Text Amendments are being made to Section *10.9 Interpretation of the Municipal Plan* to address concerns related to how the zone boundaries are to be interpreted as a result of the transitions between hard copy mapping and GIS mapping and the lack of refinement in boundary alignments. This approach should reduce the number of split-zoned properties which would require rezoning of a portion of their properties.

#### DR Proposed Text Changes:

The proposed Development Regulations text amendments are being made to Section *1.2 Interpretation* and *125. Use Zones* to implement the proposed IMSP Text changes within the Development Regulations to reduce the number of split-



**City of Corner Brook  
Request for Decision (RFD)**

zoned sites which would require rezoning of a portion of their properties. The proposed DR text amendment to *1.4 Delegation* to allow Council to delegate the Director of Community, Engineering, Development and Planning to interpret IMSP Designation and DR Zone boundary locations for clarity.

**Communication Strategy:**

The proposed amendments will be advertised as per the URPA s. 14 to satisfy public consultation requirements. Should Council decide to move forward with the amendment, a Notice of Public Consultation will be posted on the City of Corner Brook's IMSP / Development Regulation Amendments web page advising of Council's intent to pursue the proposed Amendment. The notice will request written comments from the public, which may support or oppose the amendment, for a specified period of two weeks. The same will be posted in the lobby at City Hall.

**Recommendation:**

It is recommended that Council support Option 1 and that the following motion be supported:

**Be it resolved that the Council of the City of Corner Brook** initiate public consultation for MP/DR 20-01 as proposed.

**Options:**

1. The Council of the City of Corner Brook initiate public consultation for MP/DR 20-01 as proposed.
2. The Council of the City of Corner Brook not initiate public consultation for MP/DR 20-01 as proposed.
3. The Council of the City of Corner Brook provide other direction to Staff.

**Legislative Authority:**

- Urban and Rural Planning Act: **Section: 14**

**Budget/Financial Implications:** None

**Prepared by: Deon Rumbolt**

**Director: Darren Charters**

**City Manager: Rodney Cumby**

**Date:** [INSERT DATE]

Proposed IMSP Map Amendment – Existing Map B  
- Proposed Map B  
Proposed Text Amendments MP/DR 20-01



## Proposed Amendments MP/DR 20-01

### 1. IMSP Map Amendment (Map B only)

See 2 attachments of Existing Map B and Proposed Map B.

### 2. IMSP Text Amendment (1 only)

#### Existing Wording:

#### **“10.9 INTERPRETATION OF THE MUNICIPAL PLAN**

Previously, the Municipal Plan and Development Regulations maps were prepared as hard copy original drawings, prepared at different scales. For this reason, the boundaries between the various designated areas on the maps were not meant to be specific due to the scale (1:10,000) of the land use plan “Map A”. It was intended that the exact boundaries would be interpreted and defined in greater detail on maps forming part of the Development Regulations which implement the Plan. The two documents and accompanying maps were meant to coincide and every effort made to ensure that boundaries did not overlap or other discrepancies exist.

In the preparation of this Integrated Municipal Sustainability Plan, the original maps forming part of these documents have been created utilizing current electronic technology, therefore the boundary lines on all maps should coincide and no discrepancies should exist based on scale; however, should a discrepancy exist between the boundaries of the land use designations on the Generalized Land Use map and those of Land Use Zoning map, the Land Use Zoning map will be interpreted to be the correct map. No areas or zones shall be created that do not conform to this Plan in respect of land use.”

#### Proposed Replacement Wording:

#### **“10.9 INTERPRETATION OF THE INTEGRATED MUNICIPAL SUSTAINABILITY PLAN**

Previous Municipal Plans and Development Regulations Maps were prepared as hard copy original drawings. Ongoing conversion to GIS based electronic technology has allowed partial implementation of the exact Zoning boundaries based on property lines. Although currently incomplete, it was intended that the exact boundaries would be interpreted and defined in greater detail on Land Use Zoning Maps, forming part of the Development Regulations, which implement the Integrated Municipal Sustainability Plan.

The boundaries between the different land use designations in the Generalized Land Use Maps A & B annexed hereto and forming part of this Integrated Municipal Sustainability Plan are intended to be the generally desired patterns for land uses. Where there is any uncertainty, contradiction, or conflict concerning the location of a Land Use Zoning boundary, the Authority

shall review and consider the Generalized Future Land Use Maps annexed to this IMSP, the Land Use Zoning Maps annexed to the Development Regulations, the hard copy original mapping, if available, and such prominent physical features of the property that may be intended to define the exact limits of the zoning boundary, including but not limited to such features as the location of roads, bodies of water, municipal or provincial infrastructure, transmission lines, and property boundaries, and shall then logically interpret the exact location of the designation or zoning boundary in a manner that is consistent with the intent and policies of the Integrated Municipal Sustainability Plan and Development Regulations. Provided the zoning boundary can be reasonably determined through review and consideration of the above, it is intended that an amendment to this IMSP and its annexed Maps A and B will not be necessary.

Nothing herein prevents the Authority from making amendments to its IMSP or Development Regulations to update or clarify the zoning boundaries or mapping should the Authority so desire. IMSP Maps C, D, E and F provide specific information not impacted by zoning boundaries.

Nothing in the Plan shall affect the continuance of land uses which are lawfully established on the date that this Plan comes into effect.”

### 3. DR Text Amendments (total 3)

#### #1 Proposed New Wording Location within the Development Regulations:

##### PART I – APPLICATION

##### 2 INTERPRETATION

(5) **Insert here**

#### **Proposed New Wording**

“(5) Interpretation of Zone Boundaries - Where possible, the boundaries of the Land Use Zones follow such prominent physical features of the property that may be intended to define the exact limits of the zoning boundary and identified features such as the location of roads, bodies of water, municipal or provincial infrastructure, transmission lines, and property boundaries. Where there is any uncertainty, contradiction, or conflict concerning the intended location of a zoning boundary, the Authority, without bias, shall logically interpret the exact location of the zoning boundary in a manner that is consistent with the intent and policies of the Integrated Municipal Sustainability Plan.”



## #2 Existing Wording:

### PART I – APPLICATION

#### 4. DELEGATION

- (1) Council may appoint an employee of the Council to approve or reject applications, as designated by the Council, to develop land in accordance with the appropriate plan and regulations and that employee may outline the conditions applicable to that development.

### Proposed Replacement Wording:

- (1) Council may appoint **the Director of Community, Engineering, Development & Planning** to approve or reject Applications, as designated by Council, to develop land in accordance with the appropriate plans, **maps**, and regulations and, **further**, may outline the conditions applicable to that Application's **planning or development proposal and, when required, interpret IMSP Designation and DR Zone boundary locations for clarity.**

## #3 Proposed New Wording Location within the Development Regulations:

### PART V – USE ZONES

#### 125. USE ZONES

- (4) **Insert here**

### Proposed New Wording:

- (4) The Use Zone locations shall align with the Integrated Municipal Sustainability Plan (IMSP) Land Use Designations as identified on the IMSP Generalized Future Land Use Maps A and B. Where there is any uncertainty, contradiction, or conflict concerning the intended location of a designation boundary, the Authority, without bias, shall logically interpret the exact location of the designation boundary in a manner that is consistent with the intent and policies of the Integrated Municipal Sustainability Plan. An IMSP amendment may be required.



## Interpretation of Boundaries – Municipal Review

### TOWN OF PARADISE MUNICIPAL PLAN

#### MANAGING LAND AND RESOURCES

##### 8.1 General

##### 8.1.2 Interpretation of Land Use Designation Boundaries Policies

1. For the purposes of administering this Plan, the Future Land Use Map shall be read in conjunction with the goals, objectives and policies outlined in this document.
2. The boundaries between the different land use categories designated on the Future Land Use Map are meant to be general, except in the case of roads, or other prominent physical features or property boundaries, where they are intended to define the exact limits of each category. Where boundaries do not coincide with features such as roads, rivers or an identifiable property boundary, or there is any uncertainty concerning the intended land use designation, the exact determination of the boundary will be the decision of Council, made in a manner that is consistent with the intent and policies of the Municipal Plan, the Development Regulations, and without amendment to this Plan or the Development Regulations.

### Conception Bay South

#### 1.7 Interpretation

The following sections and the Future Land Use Map constitute the legally effective parts of the Conception Bay South Municipal Plan.

In this Municipal Plan:

- "Council" shall mean the Council of the Town of Conception Bay South.
- "Development Regulations" shall mean the Conception Bay South Development Regulations.
- "Municipal Planning Area" shall mean the Conception Bay South Municipal Planning Area.
- "Town" shall mean the Town of Conception Bay South.

The boundaries between the different land uses designated in the Municipal Plan are meant to be general, except in the case of roads or other prominent physical features where they are intended to define the exact limits of each category. Where there is any uncertainty, contradiction, or conflict concerning the intended location of a land use designation or land use zoning boundary in the Development Regulations, the Authority shall interpret the exact location of the zoning boundary in a manner that is consistent with the intent and policies of the Municipal Plan without amendment to this Plan or the Development Regulations. Nothing in the Plan shall affect the continuance of land uses which are lawfully established on the date that this Plan comes into effect.

Development Regulations

## 10 Use Zones

### 10.1 Identification of Zones

For the purpose of these Regulations, the Planning Area is divided into Use Zones which are illustrated on the Zoning Map attached to and forming part of these Regulations.

### 10.2 Zoning Plan

The Conception Bay South Zoning Plan consists of the following and shall form part of these regulations:  
Schedule B: Map 1 - Land Use Zoning Map

### 10.3 Interpretation of Zone Boundaries

Where possible the boundaries of the use zones follow identified features such as streets, fences, watercourses, transmission lines, or lot lines. Where there is any uncertainty, contradiction, or conflict concerning the intended location of a zoning boundary, the Authority shall interpret the exact location of the zoning boundary in a manner that is consistent with the intent and policies of the Municipal Plan **without amendment to the Land Use Zoning Map.**

## Deer Lake Municipal Plan 2004 - 2014

### 2.1 Future Land Use Designations and Policies

To identify land for the future development needs of Deer Lake, the following land use designations are established in the Plan and designated on Future Land Use Maps:

Residential - Section 3  
Rural Community - Section 4  
Town Centre - Section 5  
Resort - Section 6  
Public - Section 7  
Open Space - Section 8  
Commercial Highway - Section 9  
Commercial Industrial - Section 10  
Transportation - Section 11  
Mineral Working - Section 12  
Public Utility - Section 13  
Rural - Section 14  
Agriculture - Section 15  
Forestry - Section 16  
Environmental Protection - Section 17  
Urban Reserve - Section 18  
Flood Risk Areas - Section 19  
Protected Water Supply - Section 20

The boundaries between the land use **designations** set out on the Future Land Use maps are general only and, except in the case of roads or other physical barriers, are not intended to define exact limits.

Therefore, minor adjustments may be made to these boundaries for the purpose of implementing the Plan.

Same paragraph/wording Town of Trinity, Trinity Bay MP - 2012

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## Town of Grand Falls Windsor Municipal Integrated Community Sustainability Plan - 2013

### 1.3.5.2 Updating Maps

The MICSP designated land use maps and zoning maps for the Development Regulations form the base to plan and develop within the community. While the MICSP has identified the need for significant base mapping work to be done to create a legal property base map, and to identify environmentally sensitive lands within the community, the planning and zoning maps will remain the primary land use mapping information source for the community. There will be an ongoing need for map revisions to be made to more appropriately identify and designate lands to reflect their current land use, and as development and subdivision projects are approved by the municipality.

#### Development Regulations

5. Town staff shall interpret, where necessary, the Development Regulations for local residents, property owners, business persons, land developers and other persons. If ambiguity arises, concerning the context, interpretation or application of this bylaw, Town staff, where necessary, shall set forth the relevant information and its interpretation in a recommendation for Town Council. Council shall consider the findings and interpretation of the Town staff and render a final decision and interpretation on the matter. 6. In the event of a conflict between the provisions of the Development Regulations and the provisions of any other Town standard or requirement, the most restrictive provisions shall govern.

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## Mount Pearl Municipal Plan – 2010

### 9.2.2 FUTURE LAND USE MAPS

For the purpose of administering the Plan, the Future Land Use Maps 1 and 2 shall be read only in conjunction with the goals, objectives, and policies of the Plan.

The boundaries of the land use designations on the Future Land Use Map 1 are meant to be general, except where they are defined by Mount Pearl Municipal Plan 2010 Page 71 exact limits, such as where the boundaries coincide with roads or other prominent physical features. It is intended that amendments to this Plan will not be necessary to make minor adjustments to these land use boundaries. Other than such minor changes, no development shall be permitted that does not conform to this Plan

## Portugal Cove-St. Philip's Municipal Plan - 2014

### 4.1 ADMINISTRATION OF THE PLAN

The Portugal Cove-St. Philip's Municipal Plan (2014-2024) is comprised of goals and objectives (Section 2 of this document), land use policies (Section 3), and a program of implementation (Section 4). The background information summary, presented in Section 1.2 of this document, provides useful insight but does not form part of the legally binding Portugal Cove-St. Philip's Municipal Plan. All development applications will be evaluated as to their conformity to the Plan. Council will require full conformity with all policies in the Plan.

#### 1. Map Interpretation

- (1) For the purpose of administering the Municipal Plan, the Generalized Future Land Use Map shall be read only in conjunction with the goals, objectives and land use policies of the Plan.
- (2) The boundaries of the land use **designations** shown on the Generalized Future Land Use Map are general only and, except where they coincide with roads, shorelines, or other prominent physical features, are not intended to define exact limits. No amendment to the Portugal Cove-St. Philip's Municipal Plan shall be required to allow minor adjustments of the **land use boundaries**. Other than such minor boundary adjustments, no development shall be permitted that does not conform to the Plan.

## Torbay Municipal Plan – 2015 (G 2017)

### 1.8 INTERPRETATION

The following sections and the Future Land Use Map constitutes the legally effective parts of the Torbay Municipal Plan. In this Municipal Plan:

- "Council" shall mean the Council of the Town of Torbay.
- "Development Regulations" shall mean the Torbay Land Use Zoning, Subdivision and Advertisement Regulations.
- "Municipal Planning Area" shall mean the Torbay Municipal Planning Area.
- "Town" shall mean the Town of Torbay.

The boundaries between the different land uses **designated** in the Municipal Plan are meant to be general, except in the case of roads or other prominent physical features where they are intended to define the exact limits of each category.

Nothing in the Plan shall affect the continuance of land uses which are lawfully established on the date that this Plan comes into effect.

## Town of St. Anthony: Municipal Plan - 2017

### 9.0 INTERPRETATION

#### 9.1 Land Use, Boundaries, and Roads

It is intended that the boundaries of the land use designations and location of roads and other features shown on the Future Land Use Map and the **Zoning Map in the Development Regulations** be considered as approximate, as the available base mapping does not provide highly accurate information in some areas. Therefore, amendments to the Municipal Plan or **Development Regulations will not be required** to support reasonable interpretation by Council and staff concerning boundaries of zones and areas. The intent and policies of the Plan are to guide the interpretation of the mapped information.

#### 9.2 Figures and Quantities

Approximate It is considered that all figures and quantities herein shall be considered as approximate only and not absolute, on any matter not involving variances. Amendments to the Municipal Plan will not be required for interpretation of the meaning or precision of other figures or quantities.

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## Town of Petty Harbour-Maddox Cove - 2014

### 1.7. Interpretation

In this Municipal Plan:

“Council” shall mean the Council of the Town of Petty Harbour-Maddox Cove.

“Development Regulations” shall mean the Petty Harbour-Maddox Cove Development Regulations.

“Municipal Planning Area” shall mean the Petty Harbour-Maddox Cove Municipal Planning Area.

“the Plan” shall mean the Petty Harbour-Maddox Cove Municipal Plan.

The boundaries between the different land uses designated in the Municipal Plan are meant to be general, except in the case of roads or other prominent physical features where they are intended to define the exact limits of each category of land use.

Nothing in the Plan shall affect the continuance of land uses which are lawfully established on the date that this Plan comes into effect.

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## Town of St. Alban’s Municipal Plan – 2009

### 3.1 Land Use Zoning

- i) All development shall conform to plan policies and requirements of the Land Use Zoning, Subdivision and Advertisement Regulations. Only the types of development listed as permitted and discretionary uses in Schedule "C" of the Development Regulations may be allowed in each zone.
- ii) Except where they abut roads or other distinct physical barriers, adjacent uses may slightly overlap one another, provided that it is acceptable to do so with respect to the purpose and general intent of the Plan and policy 3.2.

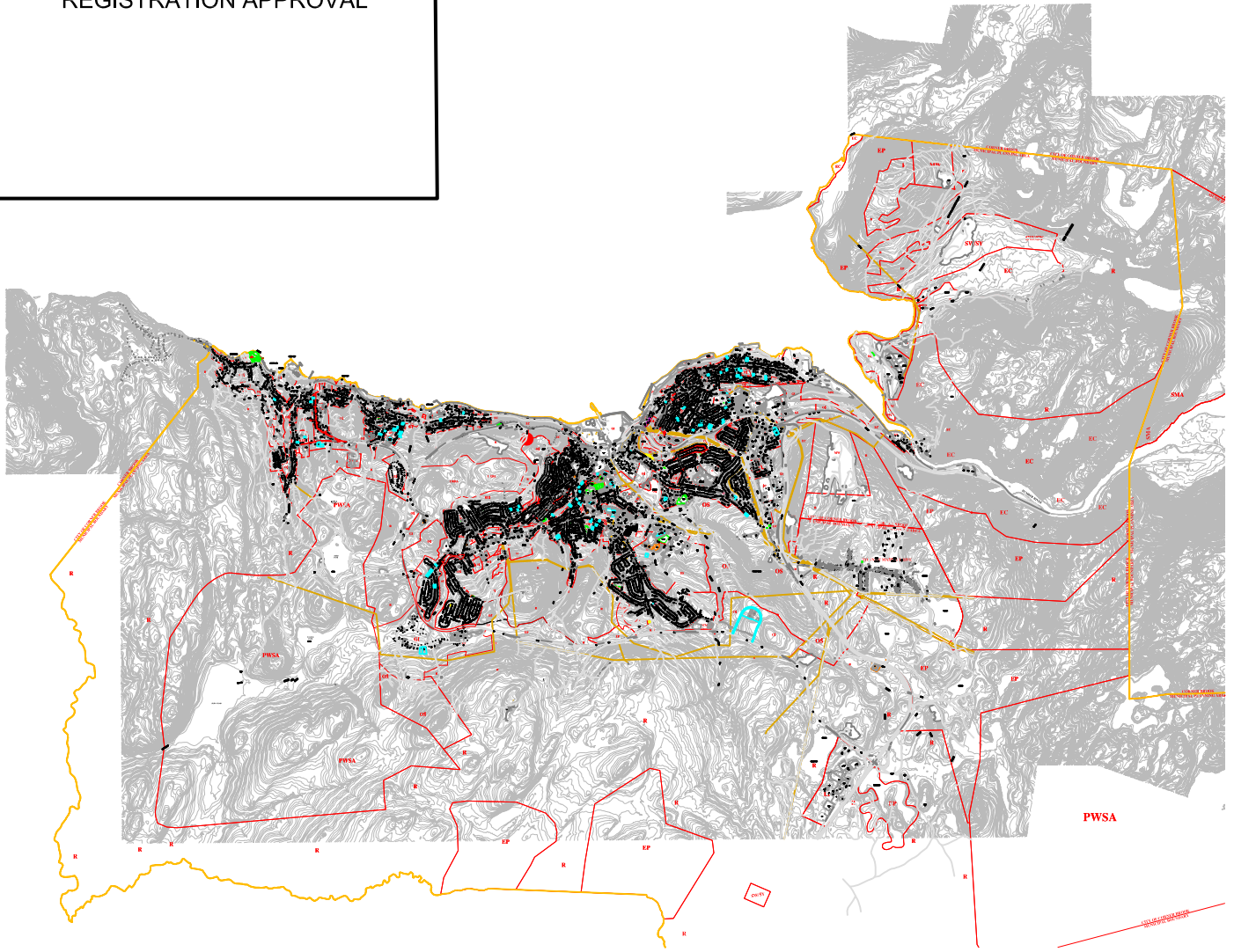
### 3.2 Decision Making Power of Council

Situations will arise regarding a planning issue or development proposal where a judgement, interpretation or choice has to be made. This occurs, for instance, where the word "may", as opposed to the words "shall" or "will", appears in a policy or regulation, or where discretionary uses have been listed in the land use regulations. In such situations, Council shall judge the particular situation on its merits and if necessary consult with concerned residents, Council staff, and appropriate federal or provincial government departments or agencies.

The decision must take into account and conform to any other requirements of the Plan and its general intent, good planning principles and the best interests of the residents of the Town. Assistance in such matters from the Department of Municipal Affairs will be available upon request. However, where regulations and policies of the Plan, or a department or agency of the federal or provincial government clearly state what shall or shall not be permitted, or what shall be required as a condition for approval, Council will be bound by those policies, regulations and/or requirements.



# REGISTRATION APPROVAL



## LEGEND

### DESIGNATION BOUNDARY

#### Land Use Designations

Residential	RES	Shopping Centre	SC	Open Space	OS	Mineral Working	MW
Comprehensive Residential Development Area	CRDA	Large Scale Commercial	LSC	Cemetery	C	Special Management Area	SMA
Townsite Heritage Conservation District	THCD	Waterfront Mixed Use	WMU	Environmental Protection	EP		
Downtown	DT	General Industrial	GI	Environmental Conservation	EC		
General Commercial	GC	Light Industrial	LI	Protected Water Supply Area	PWSA		
Residential/Commercial Mix	RCM	Hazardous Industrial	HI	Rural	R		
Highway and Tourist Commercial	HTC	Innovation District	ID	Solid Waste/Scrap Yard	SW/SY		
Community Service	CS						

## CITY OF CORNER BROOK

PROJECT TITLE:

# INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012

DRAWING TITLE:

## CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I hereby certify that this City of Corner Brook Integrated Municipal Sustainability Plan 2012, Map \_\_\_\_\_ has been prepared in accordance with the requirements of the Urban and Rural Planning Act.

M.C.I.P. \_\_\_\_\_

DATE \_\_\_\_\_

(M.C.I.P. SEAL)

# GENERALIZED FUTURE LAND USE



## DESIGNATION BOUNDARY

Residential	RES	Shopping Centre	SC	Open Space	OS	Mineral Working	MW
Comprehensive Residential Development Area	CRDA	Large Scale Commercial	LSC	Cemetery	C	Special Management Area	SMA
Townsite Heritage Conservation District	THCD	Waterfront Mixed Use	WMU	Environmental Protection	EP		
Downtown	DT	General Industrial	GI	Environmental Conservation	EC		
General Commercial	GC						
Residential/Commercial Mix	RCM	Light Industrial	LI	Protected Water Supply Area	PWSA		
Highway and Tourist Commercial	HTC	Hazardous Industrial	HI	Rural	R		
Community Service	CS	Innovation District	ID	Solid Waste/Scrap Yard	SW/SY		

# CITY OF CORNER BROOK

# INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012

## GENERALIZED FUTURE LAND USE


I hereby certify that this City of Corner Brook Integrated Municipal Sustainability Plan 2012, Map \_\_\_\_\_ has been prepared in accordance with the requirements of the Urban and Rural Planning Act.

M.C.I.P

DATE \_\_\_\_\_

(M.C.I.P SEAL)



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Community Services Project Update</b>	
<b>Report Information</b>	
<b>Department: CEDP</b>	<b>Report No: 2020-01</b>
<b>Presented By: Darren Charters</b>	<b>Attachments:</b>
	<b>Meeting Date:2020-10-22</b>

**Topic:** This report is intended to serve as an update to Council regarding the various projects being undertaken by Community Services staff.

**Tourism:**

- **Corner Brook Sign** – Shipping has been significantly delayed and are now planning for a spring install.
- **STAR**
  - **GeoPark** – Staff will be attending a board meeting in November to get an update on progress of geological survey
  - **Trails** – Working with trail designer / builder, local stakeholders and funding partners to determine a path forward. Hoping for capital funding to be able to begin work in summer of 2021.
  - **Festivals** – Planning a reverse parade for December of 2020. Also planning for potential of Jigs and Wheels and Colours of Corner Brook festival in 2021
  - **Branding** – Staff are working on a Branding RFP to be released later this fall.
  - **Advisory Committee** – Staff to call together larger committee to update them on work being done behind the scenes
- **Tourism NL Website and Promotional Material** – Updated content to significantly improve the Corner Brook / Bay of Islands area information on the site. Also working with Western DMO to identify information gaps on various platforms to improve the profile of the Corner Brook Region on social media. Partnering with DMO to create video content.
- **Map Boards** – Staff are working on putting together map boards that will be installed in strategic areas of the City that are intended to highlight “places to see” and “things to do” in the City and surrounding area.
- **City Hall Piano** – Painting of the piano was completed this summer and the intent is to put the piano in the Square next summer for public use (if permitted under COVID regulations).
- **Visitor Information Centre (VIC)** Staff are working with the Board of Trade to improve services currently being offered at the centre.
- **Mill Whistler** – Staff are making plans to operate the train next year and making plans to include the train in the Christmas reverse parade.
- **DUDAP I** – Working with other staff to develop a plan to complete this phase of the project with a focus on the visitor experience in the down town.





## City of Corner Brook Information Report (IR)

- **Public Art** – Staff continue to work with local artists to add different art pieces to the downtown core. Staff are developing an RFP for a larger scale art piece as part of DUDAP.
- **Cruise Committee** – On hold until further notice.

### Sustainability:

**Community Gardens:** Program was a huge success for 2020. Working with Western Environment Centre (WEC) to develop a neighbourhood composting programming as part of the gardens sites. Expect to expand garden program to a site in Curling in 2021.

**The Great Trail:** Staff are working on an application under the Federal COVID Relief Fund to complete upgrades to the great Trail in the west end of the City. This would be 80/20 funding.

**Hospital Trail** – Staff are working with West Coast Cycling Association (WCCA) to develop a trail connection from Grenfell Campus to the new hospital.

**Urban Forestry** – Staff are working with Canadian Forestry Service (CFS) to develop a partnership to better manage our urban forest. Staff have been inundated with calls requesting trees be trimmed or removed from City property.

**Partners for Climate Protection (PCP)** – Staff has resumed quarterly meetings after not meeting during height of pandemic. Projects initiatives were renewed and updated.

**Grenfell Environmental Policy Institute (EPI) Lab** – Working with EPI to study, and report on, a number of topics, including invasive plants species and alternate transit models.

**Waste Management-** Staff have lead a research project regarding the possibility of improving and enhancing the Yard Waste (Fall Leaf Collection) collection program.

<b>Prepared by: D. Charters</b>
<b>Director:</b> Darren Charters
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> 2020-10-22

### Additional Comments by City Manager:



## City of Corner Brook Information Report (IR)

**Subject Matter: Assessment Review Commissioner**

### Report Information

**Department: Finance & Admin**

**Attachments:**

**Presented By: Dale Park**

**Council Meeting Date: Oct 26, 2020**

### Topic: Assessment Review Commissioner

#### Background:

Pursuant to Section 31(1) of the *Assessment Act*, the City of Corner Brook is required to appoint a person to the position of Assessment Review Commissioner for 2021. The city has solicited expressions of interest in the position of Assessment Review Commissioner, this will close on October 30, 2020. Staff will bring forward a recommendation for the position at the public meeting on November 9<sup>th</sup>.

#### Objective:

To appoint an individual to be the Assessment Review Commissioner for the 2021 tax year.

#### Governance Implications:

**Budget/Financial Implications:** The 2020 budget for the assessment review commissioner was \$ 5,000.

**Prepared by:**

**Director:** Dale Park

**City Manager:**

**Date:** October 19, 2020

#### Additional Comments by City Manager:







### **PUBLIC NOTICE**


Pursuant to Section 31(1) of the Assessment Act, the City of Corner Brook is required to appoint a person to the position of Assessment Review Commissioner for the 2021 Taxation Year. The Assessment Review Commissioner will be responsible for:

1. Hearing residential and commercial property appeals;
2. Rendering judgments on the appeals;
3. All other responsibilities and duties of the Assessment Review Commissioner as outlined in the Assessment Act, 2006.

City Council is seeking Expressions of Interest from qualified individuals who could fill this appointment. The time required for holding the hearings for the Review Commission will vary from time to time throughout the year, depending on the number and nature of appeals. Appeals may include residential, commercial and industrial properties and interested individuals should have a good working knowledge of the principles of assessment and the methods of market evaluation. They should also possess a thorough knowledge of the legal principles of administrative law, the conduct of hearings, and the interpretation of statutes.

Interested individuals should submit Expressions of Interest no later than noon on Wednesday, October 30, 2020 to the Office of the Director of Finance and Administration, P.O. Box 1080, Corner Brook, NL A2H 6E1 stating their qualifications and expected fee for providing this service, which should be stated in terms of an hourly, half-daily or daily rate. The rate should be fee for service only, indicating whether the rate includes or excludes H.S.T. and must include clerical or support services, which will be provided. The proponent is expected to provide all necessary admin support services. In addition, respondents should provide an estimate of travel and accommodation expenses.



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Business Tax Relief Program update</b>	
<b>Report Information</b>	
<b>Department: Finance &amp; Admin</b>	<b>Attachments:</b>
<b>Presented By: Dale Park</b>	<b>Council Meeting Date: October 26, 2020</b>

**Topic: Business Tax Relief Program update**

**Background:**

On March 31, 2020 the City released a Business Tax Relief program that allowed businesses in selected categories to receive a tax credit equal to two months of business taxes, up to a maximum of \$1,000. Businesses were required to submit an application.

At the Finance & Administration Standing Committee meeting is agreed that the City will continue to accept applications into the program until December 31, 2020. To date, 98 of the 285 businesses that are eligible have applied. The total credit to date is \$49,129.48.

Qualifying businesses are encouraged to apply by using the application that is on our website at: <https://www.cornerbrook.com/covid-19-business-tax-adjustment-form/>

**Objective:**

To provide an update on the Business Tax Relief program.


**Governance Implications:**

**Budget/Financial Implications:** It is anticipated the existing Business Tax Relief program could reduce the City's revenues by approximately \$135,000 if all qualifying businesses applied.

<b>Prepared by:</b> Dale Park	
<b>Director:</b> Dale Park	
<b>City Manager:</b>	
<b>Date:</b> October 20, 2020	

**Additional Comments by City Manager:**



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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**Subject Matter: Taxes Receivable Update**

**Report Information**

**Department: Finance & Admin**

**Attachments:**

**Presented By: Dale Park**

**Council Meeting Date: October 26, 2020**

**Topic: Taxes Receivable Update**

**Background:**

The City has been actively working to collect accounts that are outstanding in both business and property tax. At the end of September there was a total of \$4,307,987 outstanding in 1,543. Of these outstanding accounts 260 are for business taxes totaling \$760,655. In comparison to 2019, at the end of September there was a total of \$3,559,901 with 1,364 accounts. Of those accounts in 2019, 231 were business tax accounts totaling \$591,918.

As the challenges have begun to slow from Covid-19, staff are actively working to collect outstanding accounts. We encourage residents and businesses with outstanding taxes to make arrangements to have those accounts paid in full or to have a payment plan set. We encourage account holders to reach out to the City Collector at 637-1568 or [mwalsh@cornerbrook.com](mailto:mwalsh@cornerbrook.com) with any questions or concerns that they may have.

**Objective:**

To provide an update on the City's accounts receivable.

**Governance Implications:**

**Budget/Financial Implications:**

**Prepared by:** Dale Park

**Director:** Dale Park


**City Manager:**

**Date:** October 20, 2020

**Additional Comments by City Manager:**





	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Financial review and Budget 2021 preparation</b>	
<b>Report Information</b>	
<b>Department: Finance &amp; Admin</b>	<b>Attachments:</b>
<b>Presented By: Dale Park</b>	<b>Council Meeting Date: Oct 26, 2020</b>

## **Topic: Financial Review**

### **Background:**

At the last FASC meeting, the Committee reviewed the YTD results for the City of Corner Brook. 2020 has been a very challenging year for many individuals and businesses. The City of Corner Brook is no different. Once the COVID-19 pandemic hit Newfoundland and Labrador, the City had to react quickly to ensure the safety of our employees and our residents. It became obvious to the City that while many of the revenues streams for the City would continue unchanged, there were a number of areas that would see a significant decrease. Business tax revenues, Civic Centre revenues, interest revenue and parking meter collections are some reduced revenue streams. The reduced revenues, combined with higher operating costs related to operating costs for COVID-19 precautions presented serious financial concerns for the City. Without further action, the City could have been facing a deficit of \$1.0M or more for 2020.

Staff and Council developed a plan to reduce expenditures in 2020 in a manner to ensure that the City did not face a deficit. All non-discretionary spending was reviewed, travel was eliminated, vacate positions were not filled unless required, short term layoffs were implemented at the Civic Centre, and service levels in Public Works were reviewed to ensure core services were provided. At this point in time, the City does not expect there to be a deficit for 2020.


Staff and Council are in the process of developing the 2021 budget. The 2021 budget will be a challenging budget as the City develops a plan to continue to provide a high level of service with lower revenues. The uncertainty of the impacts the pandemic will have in 2021 for our residents and business community will makes the 2021 budget even more challenging.

### **Objective:**

To provide an update on the 2020 financial results and preparation for the 2021 budget.

### **Governance Implications:**


### **Budget/Financial Implications:**

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Prepared by:</b>	
<b>Director:</b> Dale Park	
<b>City Manager:</b>	
<b>Date:</b> October 20, 2020	

**Additional Comments by City Manager:**



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Capital Project Committee Updates</b>	
<b>Report Information</b>	
<b>Department: CEDP</b>	<b>Report No: 2020-01</b>
<b>Presented By: Darren Charters</b>	<b>Attachments:</b>
	<b>Meeting Date: 2020-10-22</b>

**Topic:** This report is intended to serve as an update to council regarding the various capital project being undertaken in the City. The current project updates are as follows:

**Asphalt Paving Program:** Street paving component is complete and only patching portion of the program remains. Contractor to complete patching in coming weeks.

**38 Gibbons Ave.** – Retaining wall project complete.

**Gale and Cochrane St. Waterline Replacement** – Project is complete and waiting for final claim to be submitted.


**Woodman's Culvert Replacement** – Project is about 95% complete. Paving taking place this week with only final cleanup to be completed in the spring of 2021 (hydro seed, etc.)

**Jubilee Clubhouse** – Project is 99% complete with minor hardware installation remaining. Once this occurs, building keys can be handed over to CB Baseball. Landscaping work also remains but will be completed this fall.

**911 Redundant Line** – Project is complete.

**West Valley / Confederation Roundabout** - A new schedule was recently submitted by the contractor and now construction is scheduled to begin as soon as weather permits in the spring of 2021.

**City Hall Window Sills** – Consultant (SNC) preparing for quotations to complete the loading bay area of the building.

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Prepared by: D. Charters</b>
<b>Director: D. Charters</b>
<b>City Manager:</b> Rodney Cumby
<b>Date: 2020-10-21</b>

**Additional Comments by City Manager:**

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Youth Advisory Committee Report</b>	
<b>Report Information</b>	
<b>Department: City Manager</b>	<b>Attachments:</b>
<b>Prepared By: Jessica Smith</b>	<b>Council Meeting Date: October 26, 2020</b>


**Topic: Youth Advisory Committee Report**

**Background:** The Youth Advisory Committee held a meeting on September 29, 2020. Outlined below is an overview of some topics that were discussed:

1. **New Members** – the Committee is going to put a call out for new members as they are allowed to have to a maximum of 12 members and currently have several vacant seats;
2. **YMCA** – members of the YMCA provided a presentation to the Youth Advisory Council of a program that they are taking part in with the initiative to keep children engaged in school and to encourage them to graduate. There is a collaborative opportunity for the committee to provide a point of view from youth for youth as to what ideas would assist this initiative in being successful;
3. **Other Projects**
  - They have had discussion with Xavier House and are planning to make some arrangements for committee members to volunteer and engage with the residents;
  - The "Signs of Positivity" will be taken down by Public Works and the committee is hoping to place them inside public places, such as the schools and City Hall;
  - The Committee is hoping to provide some volunteer assistance to the annual food drives if they go ahead or carry out something similar to get donations for the food bank.

<b>Prepared by: Jessica Smith, Legislative Assistant</b>
<b>Supervisor:</b> Marina Redmond, City Clerk
<b>City Manager:</b> Rodney Cumby
<b>Date:</b>



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Accessibility and Inclusiveness Committee Report</b>	
<b>Report Information</b>	
<b>Department: City Manager</b>	<b>Attachments:</b>
<b>Prepared By: Jessica Smith</b>	<b>Council Meeting Date: October 26, 2020</b>


**Topic: *Accessibility and Inclusiveness Committee Meeting***

**Background:** The Accessibility and Inclusiveness held a meeting on October 8, 2020 and the following items were discussed:

- a. Downtown Accessibility – The Committee commented that there needs to be improved accessibility in the downtown area and recommended this matter be investigated.
- b. Accessible Transit – The Committee was advised that an RFP was issued to conduct a transit design study. Committee members expressed interest in providing input on the study as it relates to accessible busing. The Committee also recommended assessing options to provide afterhours busing to benefit those with accessibility issues.
- c. Accessible Traffic Crossing Indicators – Committee members recommended conducting an assessment of accessible traffic light crossing indicators, particularly at main intersections as it presents challenges to individuals with visual impairments;
- d. Building Accessibility: Committee members recommended holding a working meeting with development and planning staff to address accessibility concerns. The committee stressed the importance of obtaining input/perspective from those who face barriers to accessibility.
- e. Accessible Parking – Committee recommended reviewing legislation regarding accessible parking. In particular, the committee recommended a review be conducted to ensure all signs are in compliance with regulations.

<b>Prepared by: Jessica Smith, Legislative Assistant</b>
<b>Supervisor:</b> Marina Redmond, City Clerk
<b>City Manager:</b> Rodney Cumby
<b>Date:</b>



	<p align="center"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<b>Subject Matter: Owners' Advisor (A/O) Services for the Corner Brook Regional Recreation Centre</b>	
<b>Report Information</b>	
<b>Department: Community, Engineering, Development &amp; Planning</b>	<b>Attachments: PCA</b>
<b>Prepared By: Darren Charters</b>	<b>Council Meeting Date: October 26th, 2020</b>

**Issue:** Council approval is required to execute the Prime Consultant Agreement (PCA) for Owner's Advisor services as it relates to the development of the Corner Brook Recreation Centre Project.

**Background:** Council approved the award of the contract for Owner's Advisor services for the project noted above to SNC Lavalin and DSRA Architecture on October 5<sup>th</sup>, 2020. The OA Team was directed to prepare a PCA for Council approval and execution.

**Recommendation:** Staff has reviewed the PCA and recommend that Council approve the PCA submitted SNC Lavalin and DSRA Architects for the cost of \$524,524.78. It is recommended that the following resolution be considered by Council:


**Be it resolved that the Council of the City of Corner Brook** approve the PCA for Owner's Advisor Services related to the development of the Corner Brook Regional Recreation Centre with SNC Lavalin and DSRA Architects for the estimated cost of \$524,524.78 (HST included).

**Options:**

1. That the Council of the City of Corner Brook approve the PCA for Owner's Advisor Services related to the development of the Corner Brook Regional Recreation Centre with SNC Lavalin and DSRA Architects for the estimated cost of \$524,524.78 (HST included).
2. That the Council of the City of Corner Brook not approve the PCA for Owner's Advisor Services related to the development of the Corner Brook Regional Recreation Centre with SNC Lavalin and DSRA Architects for the estimated cost of \$524,524.78 (HST included).
3. That the Council of the City of Corner Brook give other direction to Staff.

**Legal Review: N/A**

**Budget/Financial Implications:** ICIP Approved Project Funding

	<p align="center"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<b>Prepared by:</b> Darren Charters	[Redacted]	
<b>Director:</b> Darren Charters		
<b>City Manager:</b> Rodney Cumby		
<b>Date:</b> October 21st, 2020		

**Additional Comments by City Manager:**



# Owner's Advisor Services Related to Development of Design Build Corner Brook Regional Recreation Centre

Prime Consultant Agreement

City of Corner Brook



Infrastructure Engineering

15 | 10 | 2020

Contract> Client ref. 17-CCR-21-00005  
Internal ref. 677762-0001-SLI-M-30-CON-000-0001\_C02

## **STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND PRIME CONSULTANT**

**OWNER'S ADVISOR SERVICES RELATED TO CORNER  
BROOK REGIONAL RECREATION CENTRE (2020-22)**

**SNC-LAVALIN INC.**

**Project No.:** 677762

**DMA Project No.:** 17-CCR-21-00005

**Funding Program:** Investing in Canada Infrastructure Program (ICIP)

## AGREEMENT

**THIS AGREEMENT** made at **Mount Pearl**,  
in the Province of Newfoundland and Labrador, on this day of **Oct 6, 2020**.

**BETWEEN:**

**CITY OF CORNER BROOK**  
(“The Client”)

**AND:**

**SNC-LAVALIN INC.**  
(“The Prime Consultant”)

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

**I. Definitions**

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

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

**II. The Prime Consultant's Work**

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

### III. **Entire Agreement**

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

### IV. **Representations and Warranties**

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

### V. **Conflict Between Provisions**

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

### VI. **Start and Completion Date**

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

Start Date: **Oct 6, 2020**

Completion Date: **Dec 31, 2022**

### VII. **Effective Date**

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

### VIII. **Paragraph Numbering**

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

### IX. **Counterparts**

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

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

**CITY OF CORNER BROOK**

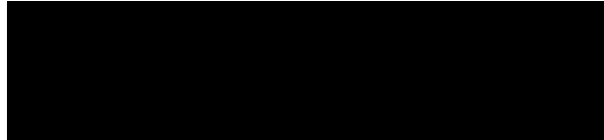
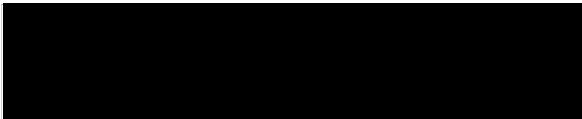
\_\_\_\_\_  
Signing Officer

\_\_\_\_\_  
Witness or Signing Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SNC-LAVALIN INC.**



\_\_\_\_\_  
Signing Officer

\_\_\_\_\_  
Witness or ~~Signing Officer~~

\_\_\_\_\_  
October 15, 2020

\_\_\_\_\_  
October 15, 2020

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**SCHEDULE "A"**  
**SCOPE OF WORK**  
**BETWEEN PRIME CONSULTANT AND CLIENT**  
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Part 4	BASIS OF PAYMENT SCHEDULE .....	11

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

## **PART 1**      **DEFINITIONS**

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

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

## **PART 2**      **RESPONSIBILITIES**

### **2.1**      **PRIME CONSULTANT**

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



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

## **2.2 CLIENT'S RESPONSIBILITIES**

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

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

### **PART 3**      **GENERAL REQUIREMENTS**

#### **3.1**      **STAFF**

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

#### **3.2**      **SCHEDULE**

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

#### **3.3**      **COST CONTROL**

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

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

### **3.4 CHANGES AND ADJUSTMENT**

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

### **3.5 ERRORS AND OMISSIONS**

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

### 3.6 PRIME CONSULTANT ACTIONS AND DECISIONS

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

### 3.7 INSURANCE COVERAGE

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

## **PART 4 BASIS OF PAYMENT SCHEDULE**

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

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

## SCHEDULE I

### PROJECT DESCRIPTION

**Provide description of project including:**

**Summary:** Design Build project execution for the design and construction of a new Regional Recreation Centre, and to provide advice to the Owner during the design, contract documentation, construction, and the commissioning and warranty period.

**Goal:** The goal of the project is to complete the Corner Brook Regional Recreation Centre in a cost effective, efficient, and timely manner.

**Scope of Work:** This project involves the renovation and expansion of the existing pool and gymnasium on the Grenfell Campus of MUN to develop a new regional recreation centre.

Additional information included in Attachment A - Consultant Technical Proposal

**Deliverables:** Refer to Attachment A - Consultant Technical Proposal

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

• Basic Services	
• Preliminary Engineering	\$
• Design and Contract Documents	\$
• Tendering and Contracts Award	\$
• Contract Administration	\$
• Project Completion Phase and Project Record Drawings	\$
• Other Additional Services:	
• Resident Services during Construction	\$
o Enter Description	\$
o Enter Description	\$
• Prime Consultant Project Expenses for Above Services	\$
	<hr/>
<b>TOTAL BASIC AND OTHER SERVICE FEES</b>	\$
<b>TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE</b>	
(From Schedule III)	\$
	<hr/>
<b>TOTAL SERVICE FEE (Less HST)</b>	\$
(Total Schedules II + III)	
<b>HST</b>	\$
	<hr/>
<b>TOTAL SERVICE FEE (Including HST)</b>	\$

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

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

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



**SCHEDULE II**  
**(Buildings, Treatment Facilities, Other)**  
**BASIC AND OTHER ADDITIONAL SERVICES FEES**

<b>Programming Advisory Services</b>	\$ 10,957.50
<b>Preliminary Design</b>	
Preparation of Request for Qualification (RFQ)	\$ 11,680.00
Proposal/Tendering, Analysis and Recommendation of RFQ	\$ 5,380.00
Preparation of Request for Proposal (RFP)	\$ 81,917.50
Proposal/Tendering, Analysis and Contract Award of RFP	\$ 6,165.00
<b>Review of Design Development Submissions/Shop Drawings</b>	\$ 71,090.00
<b>Contract Administration</b>	\$ 118,720.00
<b>Project Completion Phase</b>	\$ 17,720.00
<b>Other Additional Services</b>	
Resident Services During Construction	\$ 39,000.00
Site Visit for Substantial/Total Completion	\$ 4,130.00
Site Visit for Commissioning	\$ 2,850.00
Site Visit for 10-Month Warranty Inspection	\$ 3,525.00
OA LEED (total cost)	\$ 23,997.50
<b>Prime Consultant Project Expenses for Above Services</b>	\$ 33,976.00
<b>TOTAL BASIC AND OTHER SERVICES FEES</b>	<b>\$ 431,108.50</b>
<b>TOTAL ADDITIONAL REIMBURSABLE (FROM SCHEDULE III)</b>	<b>\$ 25,000.00</b>
<b>TOTAL SERVICE FEE (LESS HST) (TOTALS SCHEDULES II AND III)</b>	<b>\$ 456,108.50</b>
<b>HST</b>	<b>\$ 68,416.28</b>
<b>TOTAL SERVICE FEE (INCLUDING HST)</b>	<b>\$ 524,524.78</b>

**SCHEDULE III**  
**(Buildings, Treatment Facilities, Other)**  
**ADDITIONAL REIMBURSABLE ALLOWANCES**

**List Below Allowances for Specific Project Expenses not Included in Schedule II**

<b>Site Surveys (to be included in Programming Advisory Services)</b>	<b>\$ -</b>
<b>Geotechnical Investigations</b>	<b>\$ 5,000.00</b>
<b>Energy (Optimization) Model</b>	<b>\$ -</b>
<b>Water Main Leakage Detection</b>	<b>\$ -</b>
<b>Sewer Main Infiltration Detection</b>	<b>\$ -</b>
<b>Third Party Costing</b>	<b>\$ 10,000.00</b>
<b>Legal Review</b>	<b>\$ 10,000.00</b>
<b>For this RFP Assume Reimbursable Allowances as Shown</b>	
<b>TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE</b>	<b>\$ 25,000.00</b>

## SCHEDULE IV

### PROJECT SCHEDULE

Contract Award	October 6, 2020
PCA Execution	October 9, 2020
Programming Advisory Services	October 13 - 16, 2020
Internal Kick-Off Meeting	October 13, 2020
Client Kick-Off Meeting	October 14, 2020
Prepare Site Specific Safety Plan	October 15 - 16, 2020
Complete Topo Survey	October 15 - 16, 2020
Preliminary Design	October 19, 2020 - January 22, 2021
Prepare RFQ Document	October 19 - 23, 2020
Submission of RFQ for Client Review	October 23, 2020
Owner Review Period (1 week)	October 26 - 30, 2020
Review Meeting with Owner/Stakeholders	October 30, 2020
Revisions and Issue RFQ to Proponents	November 2 - 6, 2020
RFQ Call	November 9 - 27, 2020
RFQ Close, Evaluation & Shortlist Proponents	November 30 - December 4, 2020
Prepare RFP Document	October 26 - November 13, 2020
Submission of RFP for Client Review	November 13, 2020
Owner Review Period	November 26 - 20, 2020
Review Meeting with Owner/Stakeholders	November 20, 2020
Revisions and Issue RFP to Shortlisted Proponents	November 23 - 27, 2020
RFP Call	November 30, 2020 - January 15, 2021
RFP Close, Evaluation & Award	January 18 - 22, 2021
Review of Design Development & Shop Drawings	January 25 - May 31, 2021
Assist Owner with Contract Award	January 25 - 29, 2021
Kick-off Meeting with Design-Build Team	January 29, 2021
Review Design Submission #1	March 22 - 26, 2021
Review Meeting with Design-Build Team	March 29, 2021
Review Design Submission #2	April 19 - 23, 2021
Review Meeting with Design-Build Team	April 26, 2021
Review Design Submission #3	May 24 - 28, 2021
Review Meeting with Design-Build Team	May 31, 2021
Contract Administration	June 7, 2021 - December 2, 2022
Pre-Construction Meeting	June 7, 2021
Construction (18 months)	June 7, 2021 - November 30, 2022
System Commissioning	November 17 - 30, 2022
Contractor Request for Substantial Completion	November 30, 2022
Prepare and Submit Deficiency List	December 1 - 2, 2022
Project Closeout	December 1 - 21, 2022
Review O&M Manuals	December 1 - 14, 2022
Review Contractor As-Built Drawings	December 1 - 14, 2022
Project Closeout	December 15 - 21, 2022
10 Month Warranty Inspection	October 30, 2023

**SCHEDULE V**  
**OTHER GENERAL REQUIREMENTS**

**Attach the following:**

- List of proposed Sub-Consultants **See Attachment A - Consultant Technical Proposal**
- Organization Chart **See Attachment A - Consultant Technical Proposal**
- List of Key Staff and per diem rates **See Attachment B - Consultant Financial Proposal**
- List of assigned staff and per diem rates **See Attachment B - Consultant Financial Proposal**
- Identification of number of person site visits and costs per site visit. **See Attachment B - Consultant Financial Proposal**
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**SCHEDULE "B"****SPECIAL TERMS AND CONDITIONS (as necessary)**

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

OR

**1. No Special Terms and Conditions**

## SCHEDULE "C"

### GENERAL TERMS AND CONDITIONS

#### Article - 1. PAYMENT

##### 1.1 Consideration

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

Payment Option #1 ☒ Selected Option

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, Three Hundred Ninety Seven Thousand One Hundred Thirty Two Dollars and Fifty Cents

(\$ 397,132.5 ) (plus HST) in accordance with the following payment schedule:

##### (i) Schedule II

Payment Option #2 ☐ Selected Option

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

##### (i) Person / Professional Designation - Hourly Rate

Payment Option #3 ☐ Selected Option

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

##### 1.2 Reimbursement of Expenses

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

Reimbursement Option A ☒ Selected Option

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

at the agreed fixed fee in the amount of \$ 33,976 . This amount must be included in Schedule II on the line entitled "Prime Consultant Project Expenses for Above Services".

- (i) See Level of Effort - Attachment B - Consultant Financial Proposal

Reimbursement Option B ☒ Selected Option

The Client shall only be responsible for the following reimbursable expenses, payable at cost, provided the Prime Consultant can demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement. This amount is estimated at \$ 25,000 and must be included in Schedule II on the line entitled "Prime Consultant Project Expenses for Above Services".

- (i) Geotechnical Investigations - \$5,000.00  
Third Party Costing - \$10,000.00  
Legal Review - \$10,000.00
- Total Additional Reimbursable Allowance - \$25,000.00

Reimbursement Option C ☐ Selected Option

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

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

### 1.3 Payment General

- (a) Regardless of the payment option selected in Article 1.1 and/or 1.2, the Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of Five Hundred Twenty Four Thousand Five Hundred Twenty Four Dollars and Seventy Eight Cents.  
(\$ 524,524.78 ). (HST Included)
- (b) The Prime Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Prime Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).
- (c) The Parties agree and confirm that as set out in section 25(6) of the *Financial Administration Act*, RSNL 1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.
- (d) Payment will be made within 60 calendar days of receipt of a properly documented invoice. The Client shall within thirty (30) days of the execution of this Agreement should the Prime Consultant request the same provide direction to the Prime Consultant as to what constitutes a properly documented invoice.
- (e) All invoices shall clearly show the amount of HST billed by the Prime Consultant as a separate item.



- (f) The Prime Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Prime Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Prime Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.
- (g) The Client shall not be responsible to pay any amounts invoiced by the Prime Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Prime Consultant is responsible.
- (h) The Prime Consultant shall submit invoices to the Client:  
City of Corner Brook  
5 Park Street, P.O. Box 1080  
Corner Brook, NL A2H 6E1

## **Article - 2. INFORMATION SUPPLIED BY THE CLIENT**

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

## **Article - 3. CONFIDENTIALITY, MATERIALS AND COPYRIGHT**

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

(d) all personal information, as defined from time to time under the *Access to Information and Protection of Privacy Act*, SNL 2002 cA-1.1, to mean recorded information about an identifiable individual, including,

- (i) the individual's name, address or telephone number,
- (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,
- (iii) the individual's age, sex, sexual orientation, marital status or family status,
- (iv) an identifying number, symbol or other particular assigned to the individual,
- (v) the individual's fingerprints, blood type or inheritable characteristics,
- (vi) information about the individual's health care status or history, including a physical or mental disability,
- (vii) information about the individual's educational, financial, criminal or employment status or history,
- (viii) the opinions of a person about the individual, and
- (ix) the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the Services or in any way related thereto;

(e) all information that is developed based upon Confidential Information including the work product of the Prime Consultant, the Prime Consultant's employees, servants and/or agents; and

(f) Confidential Information shall not include any information which:

- (i) at the time such information was provided to the Prime Consultant was or thereafter became part of the public domain through no act or omission of the Prime Consultant or the Prime Consultant's Representatives; or
- (ii) is information which the Prime Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Prime Consultant free of obligations of confidentiality to the Client.

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

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

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

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

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

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

**3.9** The Prime Consultant shall:

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

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

#### **Article - 4. EMPLOYEES OF THE PRIME CONSULTANT**

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

#### **Article - 5. ACCESS TO FACILITIES**

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

#### **Article - 6. RECORDS AND AUDIT**

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

**Article - 7. TERMINATION**

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

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

**Article - 8. NOTICES**

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

For the Client:

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

Phone: (709) 637 - 1541

Fax: (709) 637 - 1575

Email: dcharters@cornerbrook.com

For the Prime Consultant:

Walter Oakley  
 SNC-Lavalin Inc.  
 1090 Topsail Road  
 Mount Pearl, NL A1N 5E7

Phone: (709) 368 - 0118

Fax: (709) 368 - 3541

Email: Walter.Oakley@snclavalin.com

- 8.1** Notices, requests or documents shall be deemed to have been received by the addressee as follows:
- (a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
  - (b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and
  - (c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

## **Article - 9. LIABILITY**

- 9.1** The Prime Consultant agrees that in performance of the Work neither the Prime Consultant nor any Prime Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.
- 9.2** The Client shall not be liable for, and the Prime Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the negligence or default of the Prime Consultant under this Agreement, including the negligence or default of any Sub-Consultant chosen by the Prime Consultant. Except to the extent that such losses, costs, charges or expenses as are referenced in this clause are caused by the negligence or default of the Client under this Agreement, the Prime Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Where the Prime Consultant fails to defend such an action, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Prime Consultant.

## **Article - 10. COMPLIANCE WITH LAW**

- 10.1** In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Prime Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.
- 10.2** The Prime Consultant shall ensure that the Prime Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Prime Consultant or the Prime Consultant's Representatives in the performance of the Work.

## Article - 11. ARBITRATION

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

## Article - 12. LAWS GOVERNING

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

## Article - 13. USE OF WORK

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

## Article - 14. CONFLICT OF INTEREST

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



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

#### **Article - 15. SUB-CONTRACTORS**

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

#### **Article - 16. GENERAL**

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

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

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

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



## Certificate of Insurance

No.: 2020-1483

Dated: October 13, 2020

This document supersedes any certificate previously issued under this number

<p>This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).</p> <p>Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.</p> <p>Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.</p>	
<b>Certificate Holder:</b> City of Corner Brook 5 Park Street P. O. Box 1080 Corner Brook, NL A2H 6E1 Attn.: Darren Charters	<b>Named Insured and Address:</b> SNC-Lavalin Inc. 1090 Topsail Road Mount Pearl, NL A1N 5E7


### This certificate is issued regarding:

Project: 677762 - Owner's Advisor Services - Corner Brook Regional Recreation Centre (2020-22)  
Mount Pearl, Newfoundland and Labrador

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability	
GENERAL LIABILITY - OTHER POLICIES • Excess Liability / Umbrella Liability • Bodily Injury and Property Damage	Lloyd's Underwriters	B0509BOWCI2000207	Apr 30, 2020 to Apr 30, 2021	Each Occurrence and in the Aggregate	CDN 1,000,000
PROFESSIONAL LIABILITY • Claims Made Policy	Lloyd's Underwriters (Lead) and other participating insurers	FINPA2000043	Apr 30, 2020 to Apr 30, 2021	Per Claim and in the Annual Aggregate	CDN 1,000,000

### Additional Information:

City of Corner Brook is added as additional insured on the General Liability - Excess Liability / Umbrella Policy, but only with respect to the liability arising out of the operations of the Named Insured.

<b>Marsh Canada Limited</b> 1981 McGill College Avenue, Suite 820 Montréal, QC H3A 3T4 Telephone: 1-844-990-2378/416-868-2378 Fax: (514)-8454548 montrealcert@marsh.com	Marsh Canada Limited  Lorne Donnelly
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# Attachment A

## Consultant Technical Proposal

# Owner's Advisor Services Related to Development of Design Build Corner Brook Regional Recreation Centre

## Technical Proposal

City of Corner Brook



Infrastructure Engineering

17 | 09 | 2020

Proposal > Client ref. 17-CCR-21-00005  
Internal ref. 673790-0047-P-21-PRP-0001\_C01





**SNC-Lavalin Inc.**  
 1090 Topsail Road  
 Mount Pearl, NL A1N 5E7  
 Tel: 709.368.0118  
 Fax: 709.368.3541  
[snclavalin.com](http://snclavalin.com)

Our reference: 673790-0047-P-21-PRP-0001\_C01

Your reference: 17-CCR-21-00005

Mr. Darren Charters, P. Eng.  
 Director of Community, Engineering, Development and Planning  
 City of Corner Brook  
 5 Park Street, P.O. Box 1080  
 Corner Brook, NL A2H 6E1

17 September 2020

Dear Mr. Charters:

**Re: Proposal for Owner's Advisor Services related to Development of Design-Build Corner Brook Regional Recreation Centre (2020-22)**

In response to the above-referenced Request for Proposal (RFP), SNC-Lavalin Inc. (SNCL) in association with DSRA Architecture Inc. (DSRA) is pleased to provide one (1) digital copy in Adobe PDF format of the **Technical Proposal**, and one (1) digital copy of the **Financial Proposal** (under separate cover), via email to [tender-rfp@cornerbrook.com](mailto:tender-rfp@cornerbrook.com). We also acknowledge receipt of Addendum No. 1 dated September 2, 2020, and Addendum No. 2 dated September 9, 2020.

This proposal was prepared after through reflection and review of all information provided by the City of Corner Brook (the City), coupled with our experience in design of community recreation facilities and intimate knowledge of this facility through the work we completed on the Concept Design Report for the Corner Brook Regional Recreation in early 2019. The structure and layout of our proposal is in accordance with the Terms of Reference and addresses all submission requirements.

Our project team personnel are registered and in good standing with the Professional Engineers and Geoscientists of Newfoundland and Labrador (PEGNL) for all disciplines, Architects Licensing Board of Newfoundland and Labrador (ALBNL) and WorkPlaceNL (WPNL). The team we have assembled is a very experienced group of professionals, well qualified in all areas of the project; from the various design intricacies, to working and coordinating with various Government agencies and utilities. We feel that our past experience, along with our availability of highly qualified resources, will ensure that the project is completed to the highest standards, on time and on budget. SNCL agrees that this submission, including all prices, will remain valid for a period of 90 days after the date of closing and proof of pre-requisite insurance will be provided prior to award.

Our contact for this proposal is Mr. Walter Oakley, CET and can be reached at [Walter.Oakley@snclavalin.com](mailto:Walter.Oakley@snclavalin.com) or by telephone at 709.685.3933.

Yours truly,

Walter Oakley, CET  
 Senior Project Manager, Buildings - Area Lead, NL  
*Infrastructure Engineering – Eastern Canada*  
**Engineering, Design and Project Management**

Rennie Hynes, M.Sc., ASCT, EP  
 Vice President, Atlantic Canada  
*Infrastructure Engineering – Eastern Canada*  
**Engineering, Design and Project Management**

This proposal (including its attachments) is confidential and information contained therein may be subject to intellectual property rights of SNC-Lavalin Inc., its affiliates or third parties, be protected by law, including privacy laws and/or by export restrictions, or be otherwise deemed confidential or sensitive. This proposal is destined exclusively to the City of Corner Brook and is communicated for the sole purpose of allowing the City of Corner Brook to evaluate the opportunity of entering into a contract with SNC-Lavalin Inc. and, as the case may be, such further purpose as shall be expressly allowed by such contract, and may not be reproduced, used or disclosed, in whole or in part, nor used for any other purpose.

We are submitting this proposal during the COVID-19 global pandemic (COVID-19), which has and continues to have a significant impact in Canada and around the world. The parties agree that this proposal could be amended or that certain elements may no longer apply in taking into consideration the government directives related to COVID-19 or any other impact that may result from COVID-19.

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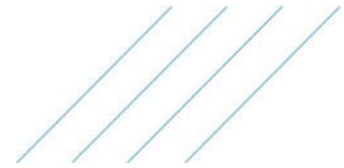
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## Appendices

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### APPENDIX A – KEY PERSONNEL FORMS



## EXECUTIVE SUMMARY

Recreation and aquatic facilities have the ability to transform communities, offering opportunities for people to gather and socially interact and improve the overall health and well-being of the population. These facilities are vital pieces of infrastructure that enrich the lives of the citizens in the region – and this project will fulfill current gaps in the region's ability to address the long term recreational needs of the community.

With a local presence in the City of Corner Brook and a history of providing multi-disciplined architectural and consulting engineering services to municipal clients throughout the province for over 40 years, SNCL understands the needs of the region, but also the fiscal constraints that are faced by municipal clients in pursuit of achieving their project goals. SNCL will serve as Owner's Advisor (OA) for the Design-Build Project and will work to align the entire integrated project team with the Owner's priorities throughout the course of the project.

For this assignment we are offering the City the same core design team that executed the **Concept Design Report – Corner Brook Regional Recreation Centre**. This valuable project specific experience, paired with SNCL's experience as Owner's Advisor for *Paradise Double Ice Complex (\$22M)* and *Campia Gymnastics Facility (\$1.8M)*, Prime Consultant role on the *Summit Centre (\$35M)*, and DSRA's experience as Prime Consultant on *Homburg Wellness Centre (\$9.8M)*, *Canada Games Centre (\$44M)* and *Prospect Road Community Centre (\$8.6M)* – provides unmatched value to the City for this assignment.

Choosing an Owner's Advisor with well rounded experience and proven project execution skills, is critical to project success. Our Owner's Advisor Team will be lead by Senior Project Manager Walter Oakley, CET. Walter has a wealth of construction related experience in design, inspection, and management - bringing unmatched value to our team. We will act as a project facilitator, building collaborative teams in order to optimize the value inherent in design-build and are "One Team – One Goal" philosophy through to project completion.

Our Project Work Plan follows Project Management Institute (PMI) process methodology and will ensure a well planned, well executed project. This will be further supplemented by our in-depth understanding and knowledge of: required policies, processes and procedures; appropriate risk allocation and management; strong capability for design, project cost and schedule review; working knowledge and keen awareness of market conditions, and design/construction industry standards; sureties and bonding; as well as the innovation and value for the City of Corner Brook as an outcome of an effective Design Build project

As demonstrated by our detailed response and project experience, SNC-Lavalin in association with DSRA Architecture has developed an approach and methodology that targets project specific objectives to satisfy these goals. We have a proven ability to complete this project to the highest standard of quality within the allotted schedule.

Our proposal response is organized in sections that are consistent with the RFP document to ensure we satisfy the mandatory evaluation criteria.



# 1 PROJECT APPROACH

## 1.1 Understanding of Scope

Currently, the City is requesting proposals for an OA to lead and oversee a Design Build project execution for the design and construction of a new Regional Recreation Centre, and to provide advice to the Owner during the design, contract documentation, construction, and the commissioning and warranty period. This project involves the renovation and expansion of the existing pool and gymnasium on the Grenfell Campus of MUN to develop a new regional recreation centre.

The goal of the project is to complete the Corner Brook Regional Recreation Centre in a cost effective, efficient, and timely manner. With a project budget of \$25 Million (this includes capital costs, professional service fees and expenses, reimbursable expenses, and HST), the challenge will be to maximize the construction for the fixed budget. To some degree, the cost will be fixed by existing site conditions, surrounding infrastructure and services, and connection to existing systems. Maximization will be obtained through good budget control techniques and detailed QA/QC by the OA team during design and budget review.

## 1.2 Project Work Plan

Our approach to project delivery starts at the top with effective project management, which is vital to the success of any project. Our project management culture is based on a cooperative working environment and adoption of Project Management Institute (PMI) process methodology between all project stakeholders including: the SNCL Team, the City, Department of Municipal Affairs and Environment (DMAE), and the successful Design-Build proponent.

In association with DSRA, and law firm Curtis Dawe, who will provide legal review; SNCL has assembled a team that is well positioned to undertake this assignment. The SNCL/DSRA Team has first-hand knowledge of this project and the aspirations of the City of Corner Brook, having completed the **Concept Design Report – Corner Brook Regional Recreation Centre** in early 2019. **Having the same core team that executed stakeholder engagement and concept planning for the new Recreation Centre is invaluable to project execution. Our OA Team will ensure the design intent, project expectations, and quality are achieved, reducing project risk for the City.**

With relevant design expertise, experience as OA for municipal recreation facilities, recreation facility design experts, and local experience in engineering management and design that spans over four (4) decades, our team is uniquely capable of providing the resources and knowledge required for this project, ensuring timely availability of personnel throughout the life of the project.

SNCL's project management approach contributes to the overall success of our projects by combining integrated, modern and versatile methods designed to produce the most rapid, efficient and cost-effective results possible. The Project Management Process is comprised of five (5) key stages, and we develop project specific work plans to correlate with these, ensuring the project is properly and thoroughly delivered.

### 1.2.1 Project Initiation

Our Project Manager will coordinate an Internal Project Kick-off Meeting to introduce core team members, reaffirming roles, responsibilities, and reporting structure.

- > Project Kick-off Meeting – Completed internally to discuss items such as: ethics, project team, scope of work, deliverables, budget, risk analysis, project safety, and lessons learned from previous completed projects.

This meeting establishes our 'one-team, one-goal' strategy as a mantra for the project moving forward. The Project Kick-off Meeting Minutes will be recorded and registered in our document control system as a key quality document.

This will be followed by a Project Initiation Meeting with the stakeholders to review and confirm the scope of work, project expectations, budget and project schedule. This meeting will establish the lines of communication and review any items that may impact the progress or execution of the work.

### 1.2.2 Project Planning

SNCL views Project Planning as the most critical stage in the project life cycle – a well developed project plan is a differentiator between project success and failure. Nowhere is project planning more important than in a project

of this nature, which combines numerous stakeholders, rehabilitation and expansion of an existing facility, and ensuring the facility is designed for immediate community needs as well as future needs. Change during a construction project is inevitable but it can be successfully managed if there exists a plan.

***Failing to plan = failure to execute.***

The following records will be maintained, unless otherwise requested by the City:

- > Project Implementation Schedule;
- > Risk Register; and
- > Master Schedule;
- > Monthly Progress Reports.

**Risk Management Strategy:** SNCL recognizes the need for a comprehensive risk management strategy and will develop a *Risk Register*, meeting the requirements set out in the document “PMI’s Practice Standard for Project Risk Management”. The goal of the Risk Management Strategy is to identify and evaluate potential risks and risk impacts, to develop appropriate risk responses, and to monitor and control risk. Opportunities to capitalize on potential positive improvements associated with the project are also identified. The entire project team is accountable for engagement in the risk management process, with the Project Manager having overall responsibility for risk management.

The following outlines our process for risk reduction and management:

- > **Identify:** determine which risks might affect the project and document their characteristics.
- > **Qualify/Quantify:** assess risks for subsequent further attention by evaluating and combining their probability of occurrence and impact.
- > **Prioritize:** The aim will be to track our progress in implementing risk responses and evaluating and constantly improving on implementation strategies related to risks based on ongoing project learnings.
- > **Develop Response:** develop options and actions to reduce threats to project objectives (through avoidance, transfer, or mitigation), and to enhance opportunities (through exploitation, sharing, or enhancement).
- > **Implement Mitigation:** execute risk responses and allocate appropriate resources to implement the required actions.

### 1.2.3 Project Execution

The execution stage requires the greatest amount of effort and is decomposed into more manageable sub-stages each with key assignments, tasks and project objectives. The individual stages within the Project Execution stage, in accordance with the RFP, and specific to this opportunity are as follows.

**Programming Advisory Services:** Building from the **Concept Design Report - Corner Brook Regional Recreation Centre**, the primary focus of this stage is to review all existing information and prepare the project team for expectations. Key tasks during this phase will be as follows:

- > Develop a Site Specific Safety Plan (SSSP) for the SNCL Team’s scope of work described herein;
- > Review of previously completed Concept Design Report, Condition Assessment, and Feasibility Study, to ensure the project team has a full understanding of the existing conditions and overall design intent. It is assumed the Concept Design Report has been accepted by the City, no changes or deviations are required, and it will form the basis of the requirements of this project;
- > Project Kick-off meeting with the SNCL Team and Stakeholders; and
- > Site Topographic Survey, and review Property Boundary. This task will be completed by SNCL, and cost associated with this task is contained within the level of effort breakdown and included in Schedule II.

**Preliminary Design:** This phase will include development, issuance, and evaluation of a Request for Qualifications (RFQ) and subsequent RFP in order to select the best suited Design-Build Team for the Corner Brook Regional Recreation Centre. The RFQ call will short-list the top rated proponents to be invited to respond the RFP.

Development of the Design-Build RFP will include:

- > Owner’s Statement of Requirements;
- > Preliminary LEED Scorecard (based on Silver certification target), and Sustainability Checklist;
- > Preliminary Energy Model for M/E operating costs (based on Owner provided operating schedule);
- > Preliminary Building Code Review;
- > Room Data Sheets; and
- > Outline Performance Criteria – the mandatory performance standards that must be utilized for design, and identification of the general performance requirements for the project.

Along with preparation of the RFQ/RFP documents, SNCL will also develop selection reports for evaluation of the submissions, prepare debriefing notes for all evaluations and attend debrief meetings as required.

- > **Risk Mitigation:** Both the RFQ and RFP documents will be reviewed by our legal partner at Curtis Dawe – experts in Construction Law with local market experience. It is understood that legal services will be accommodated in a *Reimbursable Allowance* carried in *Schedule III* of the financial submission (under separate cover).

The key to successful Design Build project is a well-conceived RFP process that includes carefully and intelligently prepared design and evaluation criteria. The effort we have allocated for this phase of work will play an essential role in the successful execution of this project.

We will ensure clear description of the project objectives, expectations and design and construction requirements during development of the RFP. This will ensure competitive pricing from the respondents – optimizing the value inherent in design-build and providing maximum value to the City of Corner Brook.

**Review of Design Development Submissions/Shop Drawings:** Once the successful team has been awarded the Design-Build contract and design work progresses, the SNCL Team will complete review of three (3) design submissions (60%, 90%, and 100% completion). To will ensure the Owner's requirements and overall project goals are met, and to reduce risk of major changes during construction, our well experienced PM will lead the submission reviews with support from all discipline leads.

We will also perform critical contract submittal and shop drawing audits/reviews/oversight to ensure compliance to the contract documents. As the Design Builder is responsible for the design, our role will be to provide QA/QC oversight and checks – ensuring compliance to contract requirements.

LEED submissions from the Design-Build Team will be reviewed to ensure the project stays on track for LEED Silver certification. It is understood that the Design-Build Team will be required to register and maintain communication on behalf of the owner with the Canada Green Building Council (CaGBC).

**Contract Administration:** As outlined in the RFP, we have planned for an 18-month construction timeline. Contract Administration services will include: processing of payments and preparation of monthly project status reports; response to RFI's, CO's and other enquiries from the Contractor; Monthly Inspection of installations during construction; Resident Services for 12 hours/day, 5 days/week, for 10 weeks; substantial performance inspection, deficiency list and certification of substantial performance; attendance at commissioning activities; and final inspection for confirmation of Total Performance.

**Project Completion:** We will review As-Built drawings; Operation & Maintenance Manuals; and Commissioning Documents as provided by the Design-Build Team.

#### 1.2.4 Project Monitoring & Control

The Project Monitoring & Control process oversees all the tasks and metrics necessary to ensure that the project is within scope, on time, and on budget so that the project proceeds with minimal risk.

**Quality Assurance and Control:** Our ISO 9001: 2015 certified quality system is at the heart of our approach to ensure optimal quality for our projects. SNCL operates with a Quality Management System (QMS) that is certified and the recovery of information is an essential component of the provision of architectural and engineering services. All incoming and outgoing correspondence will be received, recorded, and filed within our electronic document control system.

In 2016, to continually improve upon our Project Management Processes, we implemented new procedures as part of our internal quality control program, namely: NLCSA COR™ Certification and World Office Mobile Document Management System for field staff which allows instant access to field activities by the Project Manager and other team members.

**Schedule and Cost Control:** Maintained by lead designers for each discipline and regularly monitored by the SNCL Project Manager, change management will be monitored and controlled throughout the design stages. Communication between the various disciplines will be emphasized, and the proposed changes by one discipline will be reviewed for impact to other disciplines, to ensure that the requirements of the City are being met in a cost effective and efficient manner.

**Communications:** SNCL believes that strong communication is critical to a successful project. The proposed means, frequency and location of written and verbal communication channels will be described in the *Communication Plan*. The plan describes how SNCL's team will work in collaboration with the City and other stakeholders. A clearly defined reporting structure will be put in place under the lead of the SNCL Project Manager



in accordance with the organizational chart provided with this submission. Communications will follow protocols to be established and agreed upon with the City at the initial kick-off meeting.

For all formal project-related meetings, SNCL will generate meeting records and issue them to the City within a five (5) working day period. These records will clearly identify key project decisions as well as assigned action items and will be stored in a document management system for future reference, if needed.

### 1.2.5 Project Close-Out

This final stage of the project ensures all contractual obligations have been met and provides assurance that all the work has been completed, all processes have been executed, and provides formal recognition of completion by all stakeholders.

The following tasks will be completed in order to assess and grade performance, which contributes to our collective knowledge base for future projects:

- > **Client Post Mortem Project Review:** The purpose of this form is to review project performance with the client to gauge satisfaction; and
- > **Lessons Learned:** Lessons learned is a valuable tool SNCL uses at all phases of the project. We identify the lesson learned, positive or negative, and at what phase it occurred in order to determine the root cause and the criticality.

## 1.3 Project Management Plan

The success of the project will be measured by the ability of the team to work together targeting common goals and meeting the challenges before them by sharing a common vision. We will focus on fulfilling the project goals and will work diligently to meet the end-users expectations by applying the collective experience of our project team, our technical expertise, and the talents of the professional personnel assigned to this project.

As detailed in *Section 1.2 Project Work Plan*, our Project Management Plan defines how the project will be executed, monitored and controlled. All process methodology stages include: planning; communications with the design team and the stakeholders; and regular progress and design reviews for scope, time, cost and quality. As the project progresses, the performance is measured against the 'performance measurement baseline' - the scope baseline, schedule baseline, and the cost baseline are collectively referred to as the performance measurement baseline. If there is a deviation from the baseline while the work is being done, the PM deals with it by making adjustments to correct the deviation.

Our Project Management Plan includes:

- > Baselines for scope, schedule, and cost;
- > Management plans for scope, schedule, cost, quality, communications, risk, and procurement;
- > Change management plan; and
- > Process improvement plan.

SNCL has a successful history of delivering projects on schedule and within budget. Through strong communication between all stakeholders, any potential delays will be identified at the earliest onset and mitigating measure will be implemented to prevent changes to the schedule or budget. Adherence to the prescribed schedule of construction meetings is one method of ensuring effective communication.

## 1.4 Climate Change Integration Plan

With global warming and climate change, urbanization and increasing land development, municipal infrastructure needs to be designed for current population and density, as well as increased intensity precipitation events. One of the most important risk-mitigation measures is ensuring **local climate trends, projections, and potential extreme weather events are incorporated into planning and design activities**. Many of these trends and projections are available in the form of documented temperature and precipitation extremes, Intensity-Duration-Frequency (IDF) curves, wind and snow loading, and freeze/thaw cycles. SNCL will ensure the Design Builder utilizes the most up to date climatic data available from Environment Canada as well as the climate change tools available through the various links referenced in the RFP Document.

Building design strategies need to consider mitigation of projected climate change risks. The exact climate adaptation methods will change dramatically based on the building usage and geographic location. In many cases a good sustainable design choice, such as LEED Silver, also promotes resilience, creating a kind of environmental

synergy that fills two needs with one program. Examples of sustainable and resilient climate change adaptation measures that can be integrated in new building design can include the following:

- > Implement sustainability standards that address both energy and water efficiency;
- > Incorporate building efficiency measures to reduce energy dependence on heating/cooling/electrical services that are prone to failure in extreme events;
- > Inclusion of robust and resistant material choices for building systems; and
- > Design strategies for HVAC systems that prevent or reduce damage from increased precipitation.

## 1.5 Project Risks, Constraints and Limitations

Each project will contain its own unique risks and risk responses based on the identified scope, stakeholders, geographic and economic factors. A properly developed risk management plan would identify all foreseeable risks from a high level through qualitative analysis, then perform a deeper analysis on critical risks through a quantitative risk analysis.

The following risks, constraints and limitations are to be expected and taken into consideration at the beginning of the project:

- > **COVID-19 Pandemic:** In order to mitigate the impacts of COVID-19, everyone has a role to play. SNCL has developed and implemented protocols to protect our employees, contractors, clients, suppliers and stakeholders. Screening tools and prevention measures to maintain a safe work environment – at home, in the office and on site – are a part of our daily operations. We remain resilient and open for business while taking the steps appropriate to safeguard our client's facilities and operations.
- > **Schedule:** The schedule presented in Section 2 presents a feasible timeline for project completion; however, any delays in the initial project stages have potential to delay start of construction. If early construction works are pushed into the cooler winter months, this will have budget implications. Furthermore, delays in approval periods/permitting and delays for utility re-routing could delay or extend the construction timeframe.
- > **Budget:** Renovations of existing facilities of this vintage always carry risk of discovering unknown conditions and potentially hazardous materials. Consideration will have to be given for allowances to address unforeseen conditions and the related Change Orders during construction. Also, results of geotechnical investigations will directly impact structural foundations. Should soil bearing capacity be unfavourable, it will affect foundation design requirements.

## 1.6 Value Added Information

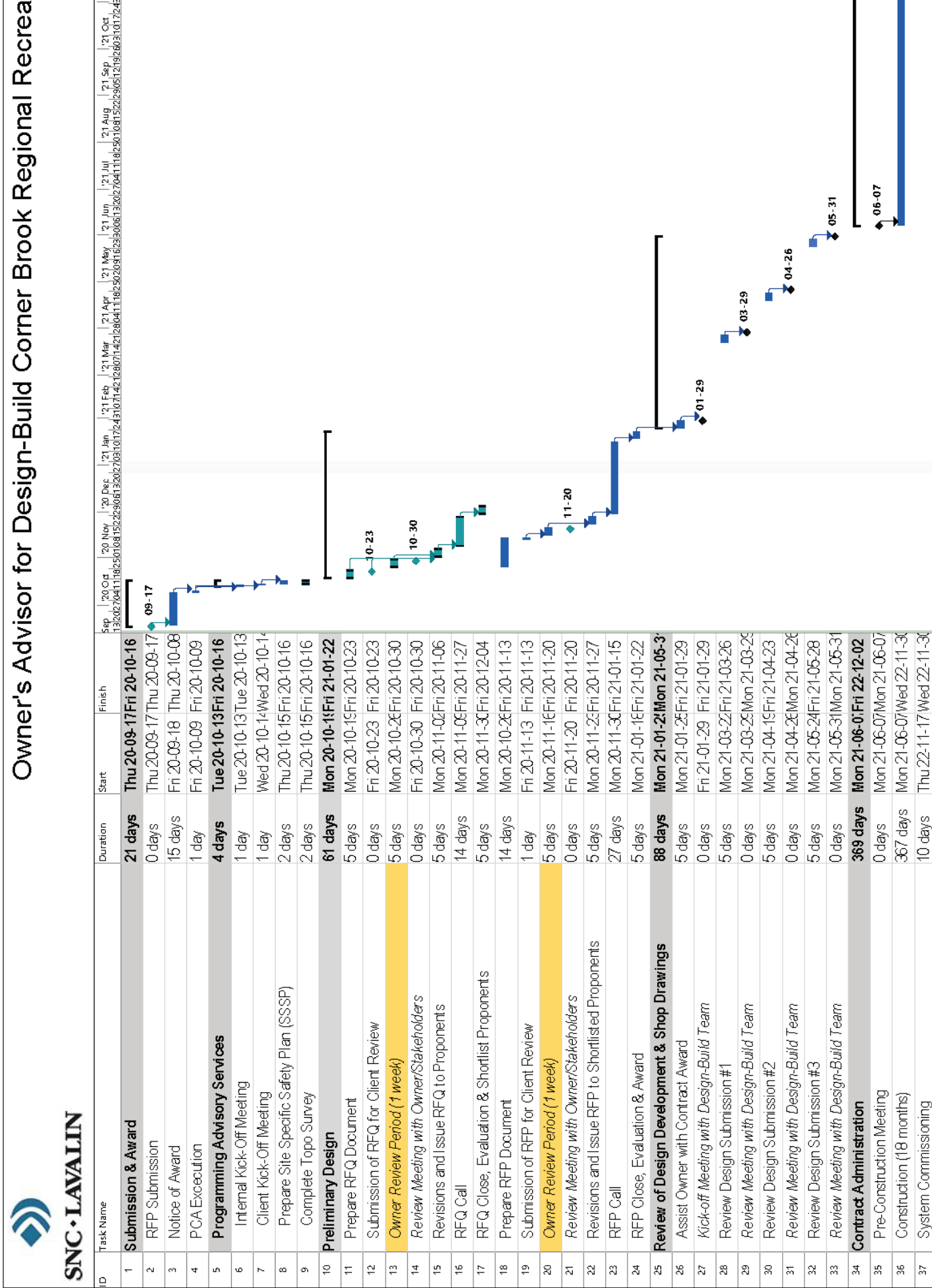
Our Project Team brings together industry leaders in the field of recreational facility design to develop and offer innovative and creative solutions to the client. We have teamed with DSRA who have been designing sport and recreation buildings for over 70 years. In 2007, DSRA toured over 25 new sport and recreation facilities across Canada, in an effort to remain current of the latest design and performance trends. In 2011 they toured another six (6) new facilities in Vancouver and Victoria. Members of our project team are always researching and gathering knowledge to enhance our design work!

In addition to our experience executing the *Concept Design Report – Corner Brook Regional Recreation Centre*, and the projects presented in Section 3, both SNCL and DSRA have considerable experience in community recreation projects. SNCL has served as OA for the *Campia Gymnastics Facility (\$1.8M)*, *Mt. Pearl (\$3.28M)*, Prime Consultant for *Conception Bay Centre Regional Recreation Facility – Concept Planning, Holyrood (\$20.6M)*, *Conception Bay South Arena, Conception Bay South (\$21M)*, as well as the *St John's International Air Terminal Building East Expansion, St. John's (\$53M)* – which utilized the Modified Construction Management procurement method.

DSRA has served as design lead and Prime Consultant for the *Canada Games Centre, Halifax (\$44M)*, *Homburg Wellness Centre Addition and Renewal, Saint Mary's University (\$9.8M)*, and *Prospect Road Community Centre, Halifax (\$8.6M)*.

## 2 DELIVERY SCHEDULE

We have scheduled to initiate this project immediately upon award and have developed our work plan around the requirements outlined in the RFP. This schedule is for completion dates for each task/phase identified in our work plan and execution strategy. In order to meet the requested timeline of 12 weeks for the RFQ and RFP, we





## 3 REFERENCE PROJECTS

### 3.1 Reference Project #1 – Pictou County Wellness Centre

**Project Location**

New Glasgow, NS

**Client**

Municipality of Pictou County

**Client Reference**

Aaron Bryant

Project Manager

902.928.2055

[aaron.bryant@crombie.ca](mailto:aaron.bryant@crombie.ca)

**Project Type**

Sports Recreation &  
Wellness Centre

**Services**

Programming, Conceptual  
and Detailed Design,  
Tendering and Contract  
Award, Contract  
Administration, Construction  
Inspection, Commissioning  
and Project Completion

**Duration**

Start Date: December 2009

End Date: August 2013

**Approved Funding**

\$32M

**Final Project Cost**

\$34M

**Key Proponent Roles**

Prime Consultant;  
Architecture

**Key Project Staff Role**

Peter Connell, P.Eng.,  
NSAA, MRAIC, LEED AP,  
PM/Senior Architect

**Relevance**

Community Recreation  
Project

Similar program of activities  
Multiple stakeholders  
including local community

**Project Description:**

This 150,000ft<sup>2</sup> municipal, community facility is comprised of a two-pad arena complex, a full YMCA aquatic centre, fitness centre, gymnasium, multipurpose rooms, childcare facility and a conference centre.

The building design is founded on ease of construction, primary materials and passive resources.

Attention to these factors ensured maximum sports and wellness amenity for the community at an economical cost representing 'best value' principles.

An interior double height atrium space, separates the 'cold' side of building from the 'warm', offering entry and expansive views into the three programmed areas. The arena complex consists of two ice pads - a 1952 seat arena, and an adjacent auxiliary arena with 144 seats. The aquatic centre showcases a six-lane 25M lap pool and a leisure pool with several water features including a 'lazy river,' a hot tub swirl pool, and a steam room. The conference centre includes a large community hall that can be subdivided in to three acoustically multi-purpose studios. Expansive natural lighting creates comfortable, welcoming spaces accessible to all members of the community.

**Role of Proponent:** DSRA Architecture was the Prime Consultant and worked with the client through all phases of the project: Functional Programming; Preliminary Design; Schematic Design; Design Development; Construction Documentation; Contract Administration; and Warranty.

**Challenges:** The key management challenges for this project included dealing with a complex stakeholder group, an aggressive project schedule, and modest budget. We staged biweekly design sessions with the client group to insure the design team remained focused on the critical building issues. We required the client to provide timely decisions on design so that the team could remain on schedule. We worked closely with the client and cost consultant at each design milestone to assure the project remained on budget – and made adjustments accordingly. We assigned an experienced project architect to the project through contract administration to assure the construction process ran smoothly, and the contractor received all requested information in timely fashion. The project opened on-time and on-budget, to the great satisfaction of our client.

**Climate Change Adaptation/Mitigation Measures Incorporated:** Aquatic facilities by nature have heavy energy costs due the heating and circulation of pool water. Some key energy reduction design measures include: 1) The HVAC is designed to capture waste heat created from the pool exhaust, air conditioning and ice plant compressors, and circulate it back into the building; 2) Energy efficient fixtures and lighting levels with occupancy sensors; 3) The double-glazed curtain wall has a high efficiency Low-E coating (low emissivity) and is filled with Argon gas which reflects most ultra-violet and infrared light while significantly reducing heat loss; 4) Construction materials sourced from regional suppliers in order have a smaller carbon footprint.

These key energy design enhancements increased the project capital cost by approximately \$950,000, however energy modelled performance indicated 60% lower energy cost NRC equivalent reference building. This annual operating savings for the community translated to approximately \$375,00 per year – for three-year ROI.



## 3.2 Reference Project #2 - Paradise Double Ice Complex

### Project Location

1 Sarah Davis Way  
Paradise, NL

### Client

Town of Paradise

### Client Reference

Conrad Freake  
Director, Recreation &  
Community Services  
709.782.6203  
[cfreake@paradise.ca](mailto:cfreake@paradise.ca)

### Project Type

Municipal Recreation  
Centre & Arena

### Services

Owner's Advisor for  
Design-Build Procurement

### Duration

Start Date: October 2013  
End Date: November 2014

### Approved Funding

\$22M

### Final Project Cost

\$22.4M

### Key Proponent Roles

RFQ & RFP development,  
issue & evaluation;  
Construction Administration  
and Construction oversight

### Key Project Staff Role

Walter Oakley, CET –  
Project Manager

Wayne Manuel, P. Eng. –  
Senior Advisor

### Project Description:

Offering two NHL-sized ice surfaces, 4000ft<sup>2</sup> fully-accessible fitness centre, full service canteen, multi-purpose room, office space and meeting areas, the Paradise Double Ice Complex is the Town's



recreational cornerstone. The Complex is home to a variety of Town and community events and programs, as well as provides a wide array of usage opportunities to organizations, groups and individuals. The Paradise Double Ice Complex also acts as the main entrance to the Paradise Rotary Youth and Community Centre.

The Town of Paradise was seeking additional recreational capacity to keep up with the demands in this rapidly growing community to provide residents with access to a multi-purpose facility within the Town's borders. This project combines two (2) ice surfaces and ancillary spaces (washrooms, change rooms, etc.) with additional space allocations for a Fitness Centre, Multi-Purpose Room, and Cafeteria for community events, as well as staff offices, all under one roof.

The Paradise Double Ice Complex is the largest investment ever made by the Town of Paradise, and provides an extensive variety of year-round activities including skating and hockey programs, tradeshow, entertainment and more.

The project has obtained LEED® v2009 Silver certification.

**Role of Proponent:** SNC-Lavalin Inc. (SNCL) was contracted to undertake the Design-Build process for the Town of Paradise, in conjunction with DMAE, to develop design-build Request for Qualification and Request for Proposal documentation, including creation of evaluation methodology. SNCL also provided Technical Advisor services and provided Architectural, Civil, Mechanical, Electrical, Structural and LEED® reviews of Design-Builder's documentation and acted as the Owner's Engineer for the project construction and commissioning processes.

**Challenges:** The project site was partially located on the former steel mill property and there were numerous remediation activities that had to take place. To address this challenge, appropriate details for these requirements were provided in the RFP and, in the end, performed by the Design-Builder. The project is attached to the existing Paradise Rotary Youth and Community Centre and oversight of construction sequencing and events was required to ensure continuous operations of the existing facility during the new arena construction.

**Climate Change Adaptation/Mitigation Measures Incorporated:** From conceptual stage through to operation of the Paradise Double Ice Complex, environmental impact was paramount, and it was designed and constructed to achieve LEED certification. The facility's environmental management features include: indoor water use reduction; refrigerant management; use of recycled materials; and electric ice maintenance equipment. In addition, there are designated parking spaces for those who choose to carpool to the facility along with charging stations for electric vehicles. These efforts have resulted in 58% total energy cost savings, 57% energy savings, and over 36% reduction in indoor water use. The facility also has over 20% recycled content.



### 3.3 Reference Project #3 – Summit Centre Multiplex

#### Project Location

126 Smallwood Drive  
Mount Pearl, NL

#### Client

City of Mount Pearl

#### Client Reference

Darryl Drover  
Assistant Manager of  
engineering Services  
709.748.1069  
[ddrover@mountpearl.ca](mailto:ddrover@mountpearl.ca)

#### Project Type

Municipal Wellness Centre &  
Aquatic Facility

#### Services

Programming, Conceptual  
and Detailed Design,  
Tendering and Contract  
Award, Contract  
Administration,  
Commissioning and Project  
Completion

#### Duration

Start Date: January 2007  
End Date: September 2014

#### Approved Funding

\$35,000,000

#### Final Project Cost

\$35,000,000

#### Key Proponent Roles

Prime Consultant -  
Architectural & Engineering  
Consulting and Project  
Management

#### Key Project Staff Role

Walter Oakley, CET – Project  
Manager

Steven Greeley, P. Eng. –  
Structural Engineer

Wayne Manuel, P. Eng. –  
Senior Advisor

#### Project Description:

SNCL was retained by the City of Mount Pearl to provide consultant services for the design and construction of a new 5,575 m<sup>2</sup> (60,000 ft<sup>2</sup>) recreational multiplex – the Summit Centre. The facility includes dedicated rooms for spin classes, aerobics, cardio and weight training, as well as two (2) 75 m indoor tracks, all in addition to a natatorium. The aquatic portion of the facility includes a 25 m x 20 m lap pool, complete with ramp access, leisure pool and whirlpool, also with ramp access, as well as a splash pad, slide and smaller pool for children. The 2<sup>nd</sup> floor mezzanine provides a seating/viewing gallery for the aquatics area. Dedicated change/locker rooms for pool users, all fully accessible, include male, female, and family facilities. Fitness and weight training areas boast separate change and locker rooms complete with washroom, shower and sauna facilities, as well as access to the pool deck. A retail rental space on the second level, adjacent to a multi-purpose room which overlooks the pool area, is currently home to a local cafe. The Summit Centre Multiplex was part of a multi-phased expansion of the Pearlgate Recreation Complex which included the redevelopment of the existing Reid Community Centre and the addition of a second ice surface to the Glacier Multiplex, both projects designed by SNCL.

The project has obtained LEED® Silver certification.

**Role of Proponent:** SNCL was contracted to undertake the Design-Bid-Build process for this project. Services provided included programming, conceptual and detailed design (Architectural, Civil, Structural, Mechanical and Electrical), tendering and contract award, contract administration, commissioning and project completion. SNCL completed all project status reports to facilitate funding release through the provincial government's Municipal Support Information System (MSIS).

**Challenges:** The facility was constructed as an extension to the existing Reid Community Centre on a site shared by the Glacier Multiplex Stadium and the public library. The site was the right-of-way for municipal service infrastructure such as primary power lines, trunk sewers and primary water mains feeding the City of Mount Pearl. These constraints and the necessity to keep the facilities fully operational led to many site logistics issues which were addressed prior to and during construction in close collaboration with the City staff, in order to mitigate service disruption.

Water management was also a concern, site constraints required design of a water retention system to manage stormwater.

**Climate Change Adaptation/Mitigation Measures Incorporated:** Constructed abutting the existing Reid Community Centre and adjacent to the Glacier Arena complex, the Summit Centre was designed with an emphasis on energy saving features. In order to take advantage of heat reclaim from the adjacent ice surfaces, excess energy from the Eco Chill system is collected, recycled and re-used to assist in heating the swimming pool, in combination with geothermal heating.



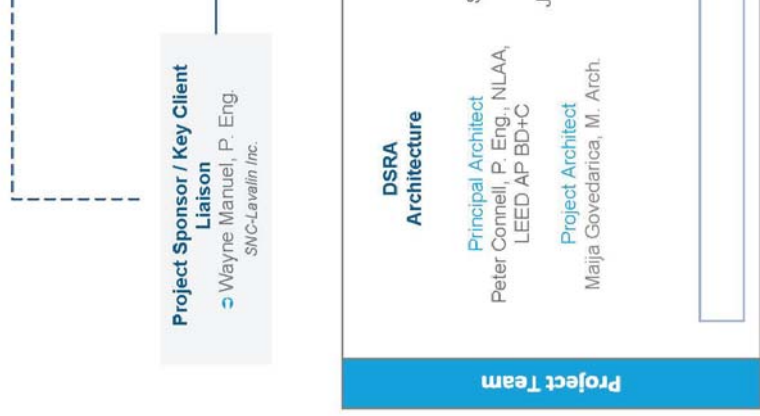
## 4 ORGANIZATIONAL CHART

### 4.1 Team Member Roles and Responsibilities

Individual and Role	Responsibilities
<b>Walter Oakley, CET</b> <i>Project Manager</i>	<ul style="list-style-type: none"> <li>&gt; Liaise with City staff &amp; DMAE Personnel as required to ensure they are fully up to date on project progress;</li> <li>&gt; Work with the Design Build Team to ensure proper alignment of the project requirements;</li> <li>&gt; Foster open communication, working collaboratively as a team and conflict avoidance/resolution;</li> <li>&gt; Lead and oversee all QA/QC processes; and</li> <li>&gt; Oversee and manage cost, schedule and quality control for the project.</li> </ul>
<b>Wayne Manuel, P. Eng.</b> <i>Project Sponsor / Key Client Liaison</i>	<ul style="list-style-type: none"> <li>&gt; Liaise with City staff &amp; DMAE Personnel as required to ensure they are fully up to date on project progress; and</li> <li>&gt; Provide support to project manager, as required.</li> </ul>
<b>Gregory M. Smith, Q.C.</b> <i>Civil Litigation Lawyer</i>	<ul style="list-style-type: none"> <li>&gt; Review of RFQ and RFP documents prior to issue; and</li> <li>&gt; Services as required for construction litigation matters, legal advice and opinion on matters of drafting and interpretation of construction contracts, including CCDC documents, and other legal documentation.</li> </ul>
<b>Peter Connell, P.Eng., NLAA, LEED AP BD+C</b> <i>Principal Architect</i>	<ul style="list-style-type: none"> <li>&gt; Collaborate with other discipline leads for development of the RFQ/RFP Documents;</li> </ul>
<b>Marija Govedarica, M. Arch.</b> <i>Project Architect</i>	<ul style="list-style-type: none"> <li>&gt; Participate in RFQ/RFP evaluation;</li> </ul>
<b>Steven Greeley, P. Eng.</b> <i>Lead Structural Engineer</i>	<ul style="list-style-type: none"> <li>&gt; Review construction documentation as required to ensure compliance with project requirements;</li> </ul>
<b>Douglas Morris, P. Eng., MBA</b> <i>Lead Mechanical Engineer</i>	<ul style="list-style-type: none"> <li>&gt; Oversight of construction document review from DB Team;</li> </ul>
<b>Jonathan Flynn, P. Eng., LEED AP</b> <i>Lead Electrical Engineer</i>	<ul style="list-style-type: none"> <li>&gt; Coordinate and provide supervision to discipline technical staff to ensure project objectives are met;</li> </ul>
<b>Justin Mayo, P. Eng.</b> <i>Lead Civil Engineer</i>	<ul style="list-style-type: none"> <li>&gt; Ensure design is compliant with applicable codes, standards, and regulations; and</li> <li>&gt; Provide technical support throughout tendering and construction.</li> </ul>
<b>Zac Hutton, P. Eng., LEED Green Associate</b> <i>Energy Modeler / LEED Coordinator</i>	<ul style="list-style-type: none"> <li>&gt; Complete preliminary Energy Modelling for LEED requirements; and</li> <li>&gt; LEED support to OA Team.</li> </ul>
<b>Ruslan Vyrshtyuk, EIT, LEED</b>	<ul style="list-style-type: none"> <li>&gt; Develop Sustainability Targets and LEED Scorecard; and</li> </ul>

SNCL has access to a broad depth of resources. We have chosen the most suitable staff for this project. Key Personnel forms changes in the key personnel shall be

### 4.2 Project Team Identification



# Appendix A

## Key Personnel Forms





### Name

Wayne Manuel, P. Eng.

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### Role for Proposed Project

As the **Project Sponsor/Key Client Liaison**, Wayne's role will be to Liaise with City staff & DMAE Personnel as required to ensure they are fully up to date on project progress; and Provide support to project manager, as required.

### Reference Project Role

Wayne has been the Senior Project Advisor on several significant projects including the International Airport East and West Terminal Expansions (St. John's, NL), Paradise Double Ice Complex, and the LEED certified Summit Recreation Facility for the City of Mount Pearl, NL.

### Reference Project 1:

**Project Name:** Paradise Double Ice Complex

**Role:** *Senior Advisor* for the Design-Build process to develop two NHL-sized ice surfaces, 4000ft<sup>2</sup> fully-accessible fitness centre, full service canteen, multi-purpose room, office space and meeting areas, the Paradise Double Ice Complex is the Town's recreational cornerstone. The Complex is home to a variety of Town and community events and programs, as well as provides a wide array of usage opportunities to organizations, groups and individuals. The Paradise Double Ice Complex also acts as the main entrance to the Paradise Rotary Youth and Community Centre.

**Year Completed:** 2014

### Reference Project 2:

**Project Name:** Summit Centre Multiplex

**Role:** *Senior Advisor* for the construction of a new 5,575m<sup>2</sup> (60,000 ft<sup>2</sup>) recreational multiplex. The building is a conventional steel superstructure supported by a reinforced concrete foundation but there were many design challenges due to existing topographical constraints and adjacent buildings. The facility is an extension to the existing Reid Community Centre and to limit the load imposed upon the existing building, the structural framing was modelled to divert load to new structure elements independent of the existing building. Additionally, to satisfy building code compliance, a two-storey free standing concrete block fire wall was designed at the interface of the building connection. The pool roof is supported by glulam trusses reinforced with post-tensioned steel rods. The existing topography and the expanse of the extension resulted in areas of the building below grade. To optimize site usage and reduce cost, many building walls are designed as retaining structures as well. Walter worked closely with the design team and Aqua Plans for the design of the pool basin and performed regular site inspections to verify construction was compliant with contract documents.

**Year Completed:** 2014

### Reference Project 3:

**Project Name:** St. John's International Airport Expansion

**Role:** *Senior Advisor* for the expansion of the Air Terminal Building at St. John's International Airport. The West Expansion Civil component under the CP01 package was completed in December 2019. The original intent of this project was to add 110,000 square feet to the three floors of the existing building and significantly expanded the range of passenger services, for CBSA. The existing building would have required significant reinforcement of its existing structure to accommodate the substantially increased loads. Walter was responsible for developing a solution to this challenging component. Construction commenced in 2019 in a modified construction management approach which resembles a design-build strategy.

**Year Completed:** Temporarily suspended in April 2020, due to COVID-19 pandemic.

Email:

Wayne.Manuel@snclavalin.com





**Name**

Walter Oakley, CET

**Title**

**Role for Proposed Project**

As the Project Manager, Walter's role will be to Liaise with City staff, DMAE Personnel, and the successful Design-Build proponent – ensuring a one team, one goal approach to project delivery. As Owner's Advisor, Walter will lead the SNCL team as they provide advice and consultation with respect to design, value engineering, scope of the work, cost estimating, general contractor and subcontractor prequalification, scheduling, and construction.

**Reference Project Role**

Walter has over 42 years of experience as a project manager and construction manager and is well known for his attention to detail and exceptional communication skills. He has worked on several significant projects including the International Airport East and West Terminal Expansions (St. John's, NL), Paradise Double Ice Complex, and the LEED certified Summit Recreation Facility for the City of Mount Pearl, NL.

**Reference Project 1:**

**Project Name:** Paradise Double Ice Complex

**Role:** *Senior Project Manager/Construction Manager* for the Design-Build process to develop two NHL-sized ice surfaces, 4000ft<sup>2</sup> fully-accessible fitness centre, full service canteen, multi-purpose room, office space and meeting areas, the Paradise Double Ice Complex is the Town's recreational cornerstone. The Complex is home to a variety of Town and community events and programs, as well as provides a wide array of usage opportunities to organizations, groups and individuals. The Paradise Double Ice Complex also acts as the main entrance to the Paradise Rotary Youth and Community Centre.

**Year Completed:** 2014

**Reference Project 2:**

**Project Name:** Summit Centre Multiplex

**Role:** *Senior Project Manager/Construction Manager* for the construction of a new 5,575m<sup>2</sup> (60,000 ft<sup>2</sup>) recreational multiplex. The building is a conventional steel superstructure supported by a reinforced concrete foundation but there were many design challenges due to existing topographical constraints and adjacent buildings. The facility is an extension to the existing Reid Community Centre and to limit the load imposed upon the existing building, the structural framing was modelled to divert load to new structure elements independent of the existing building. Additionally, to satisfy building code compliance, a two-storey free standing concrete block fire wall was designed at the interface of the building connection. The pool roof is supported by glulam trusses reinforced with post-tensioned steel rods. The existing topography and the expanse of the extension resulted in areas of the building below grade. To optimize site usage and reduce cost, many building walls are designed as retaining structures as well. Walter worked closely with the design team and Aqua Plans for the design of the pool basin and performed regular site inspections to verify construction was compliant with contract documents.

**Year Completed:** 2014

**Reference Project 3:**

**Project Name:** St. John's International Airport Expansion

**Role:** *Senior Project Manager/Construction Manager* for the expansion of the Air Terminal Building at St. John's International Airport. The West Expansion Civil component under the CP01 package was completed in December 2019. The original intent of this project was to add 110,000 square feet to the three floors of the existing building and significantly expanded the range of passenger services, for CBSA. The existing building would have required significant reinforcement of its existing structure to accommodate the substantially increased loads. Walter was responsible for developing a solution to this challenging component. Construction commenced in 2019 in a modified construction management approach which resembles a design-build strategy.

**Year Completed:** Temporarily suspended in April 2020, due to COVID-19 pandemic.

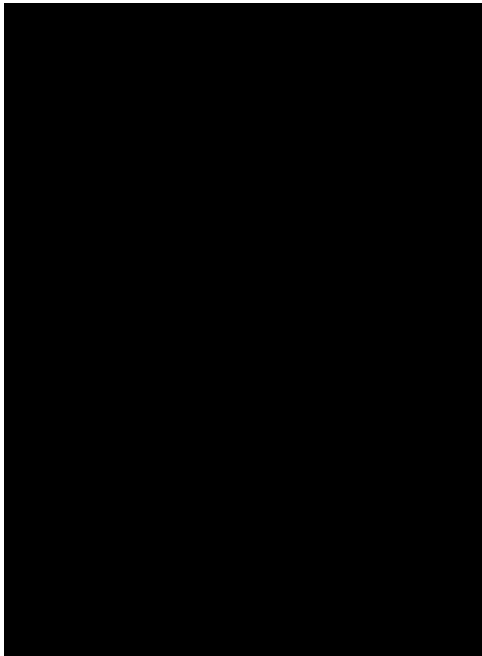
Email:  
walter.oakley@snclavalin.com



**Name**

Gregory M. Smith, Q.C.

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Email: gsmith@curtisclawe.com

**Role for Proposed Project**

As the **Legal Review** partner, Greg will provide legal advice to the City regarding any legal documentation required as part of the design build process including, but not limited to: contract preparation with successful design build team, scope change disputes, and other project related disputes.

**Reference Project Role**

Throughout all Greg's construction litigation matters, he has provided legal advice and opinion on matters of drafting and interpretation of construction contracts, including CCDC documents, and other legal documentation.

Greg has been providing support and working closely with SNCL, in its consultant role, on numerous projects over the past 20 years or so. Over that time period, Greg has worked on various construction related legal disputes and provided legal support to Owners, Consultants, Prime Contractors and Trade Contractors.

**Reference Projects:**

Within the construction law field, Greg is focused on assisting construction industry clients—including owners, consultants, prime contractors and trade contractors—in the management of the many issues that accompany construction and engineering procurement, contract administration, and project claims and disputes. With his experience with all facets of construction and commercial litigation and his focus on alternative dispute resolution, Greg brings a unique perspective to the design build process. Throughout all Greg's construction litigation matters, he has provided legal advice and opinion on matters of drafting and interpretation of construction contracts, including CCDC documents, and other legal documentation.

Some projects Greg has assisted on Legal Review are:

- > Owner's Advisor for the Design Build of the Western Regional Waste Management Facility;
- > Corner Brook City Hall;
- > Central Regional Waste Management Facility;
- > Bay Bulls Water Treatment Plant;
- > St. John's International Airport Expansion;
- > Conception Bay South Recreational Complex;
- > MUN Core Science Building; and
- > MUN Marine Lab.



### Name

Peter Connell, P.Eng.,  
NSAA, AANB, APEI,  
NLAA, MRAIC, LEED  
AP BD+C

### Title

Principal Architect  
Managing Director

### Experience

30 years

### Contact

T: 902-420-9990  
E: peter@dsra.ca

### Role for Proposed Project

As Principal Architect, Peter will lead the design team for the Corner Brook Regional Recreation Centre. With a hands-on management style, Peter will work in studio with a team of architects, engineers, and builders to resolve design details and construction related issues. Peter is included on all project communications and is readily aware of project schedules, production status, and project risks. Peter will be specifically involved with enveloping detailing and architectural specifications writing; he'll work directly with the design and construction team to quality design and construction execution. Peter will be responsible for guiding all design disciplines through each phase of the work. His goal is to assure client functional and design requirements are met and quality performance of the team is achieved.

### Reference Project Role

Peter served as the Design Team Lead for the following three reference projects. He listened to the multi-stakeholders to help resolve functional programmatic needs and articulate a shared vision. He defined design parameters for the project team based on the client design and budget requirements. He led the design team through all phases of the project to assure client project goals and expectations were understood and achieved by the builder

### Reference Project 1:

**Project Name:** Pictou County Wellness Centre, New Glasgow, NS

**Role & Project Description:** Peter led the design team for this \$34M major recreation complex, including a YMCA aquatic centre, fitness centre, community rooms, 1200 and 400 seat ice arenas, walking track, gymnasium, daycare, and dance studios. The key management challenges for this project included dealing with a complex stakeholder group, an aggressive project schedule, and modest budget. We staged biweekly design sessions with the client group to ensure the design team remained focused on the critical building issues. We required the client to provide timely decisions on design so that the team could remain on schedule. We worked closely with the client and cost consultant at each design milestone to assure the project remained on budget – and adjusted accordingly. We assigned an experienced project architect to through design and contract administration to assure the construction process ran smoothly, and the contractor received all requested information in a timely fashion. The project opened on-time and on-budget in the fall of 2015, to the great satisfaction of our client.

**Year Completed:** Fall 2015

### Reference Project 2:

**Project Name:** SMU Homburg Wellness Centre, Halifax, NS

**Role & Project Description:** Peter led the design team for this \$12M addition and renovation to Saint Mary's University's 30-year-old recreation facility to create the Homburg Wellness Centre (\$9M in 2012, \$2M in 2015, and \$1M in 2016). The complex three-phase renovation project employed a construction management delivery model to achieve project success. Phase 1 involved a full renovation of the change rooms, showers, saunas and steam rooms. Phase 2 consisted of the gymnasium renewal including a new high-performance hardwood sports floor, motorized bleachers, and new acoustic divider curtain. Phase 3, completed in the summer of 2016, saw the rejuvenation of the athletic club and varsity team rooms. Delivery of the project involved tendering of several specialized trade packages which required close coordination with the client and facility users. Peter's specialized knowledge and experience in the design and specification of high-performance sport and wellness material, products, and systems was critical to design team's success.

**Year Completed:** Summer 2016

### Reference Project 3:

**Project Name:** Prospect Road Community Centre, Halifax, NS

**Role & Project Description:** Peter led the design team for this \$9M recreation centre, including a gymnasium, fitness area, dance/aerobic studios and changing rooms all fronting an interior 'community street'. The project achieved LEED Silver with an emphasis on operational energy efficiency. Key sustainable design innovations include a geothermal-based heating system, rainwater collection for non-portable uses water, low electrical and water use fixtures, and sustainable indoor air quality measures for improved health and wellness outcomes.

**Year Completed:** 2011





**Name**

Marija Mojsilovic  
Govedarica, M. Arch.

**Title**

Project Architect

**Experience**

18 years

**Contact**

T: 902-420-9990  
E: marija@dsra.ca

**Role for Proposed Project**

As Project Architect, Marija will be preparing design concepts, including Schematic Design, Design Development, as well as the development of construction documents. She will leverage her knowledge of construction document development and detailing to the fullest extent for the new annex at Corner Brook Regional Recreation Centre.

**Reference Project Role**

For Westwood Mixed Use Developments in Halifax Marija served as an Assistant to Project Architect working as a part of the team on the development of the schematic design, design documents and construction documents. For Wellness center project and Aqua Park master plan Marija served as the Project Architect. She led design teams in all the stages of the project including functional programming, urban master planning, schematic design through the design development, construction, and tender documents, insuring that clients' needs are met, and construction is carried out with the required level of quality while meeting time and budget requirements.

**Reference Project 1:**

**Project Name:** Westwood Mixed Use Developments/ Halifax/ 2019/\$50M

**Role & Project Description:** Marija is an Assistant Project Architect for this high-end residential development in downtown Halifax facing Halifax Public Library. She is assisting Project Architect in the development of the schematic design, design developments, liaison with HRM staff and development of construction documents as well as coordination with various consultants.

**Year Completed:** Ongoing

**Reference Project 2:**

**Project Name:** Obrenovac Wellness Center/ Serbia

**Role & Project Description:** Designer and Lead Architect

This large project funded by Serbian Government as a landmark of this area, is being developed in 3 phases. Goals of the project are to enhance the healthcare tourism of the area using natural resources of the location, rich with mineral hot spring water known and researched for their healing properties.

The project includes pools, office for doctors, physiotherapist and a dietitian, spa facilities with 20 individual hot tub baths with mineral water, rehabilitation center, saunas, and a restaurant. Second floor consist of hotel rooms and apartments that include everyday nursing services.

Construction of the first phase is finished, and the second phase is underway.

This project is a green building design with high standard energy efficient systems, green roof and geothermal heating and cooling system.

Marija was leading a project teams in all the stages of the project from the first schematic design through the design development, construction, and tender documents for the first phase of the project.

**Year Completed:** Ongoing

**Reference Project 3:**

**Project Name:** Aqua Park/Serbia/\$20M

**Role & Project Description:** As a Design Lead and Project Architect Marija worked on the design concept of a Master plan for Commercial and Sport Complex including Aqua Park, Hotel, Fitness Center, Discotheque, Sport Fields (tennis court, soccer, basketball and volleyball fields), and interconnecting trails. Fitness Center building GFA 15,400sqft is finished. Marija lead a project team on this building as a Project Architect/Project Manager from schematic design through the substantial building completion.

**Year Completed:** 2015



**Name**

Steven Greeley, P. Eng.

**Title****Role for Proposed Project**

Steven is proposed as the **Lead Structural Engineer** for this project. Steven will be responsible for the design of the building structure. In collaboration with the Architect, Steven will tailor the building structure to support the architectural intent. He will provide oversight and guidance for the structural technical staff to ensure project objectives are achieved. During tendering, he will provide technical support, and continue to support the project technically from construction through to project closeout.

**Reference Project Role**

Steven has performed these same responsibilities and displayed this commitment to project execution on various projects throughout his career of similar size, scope, and complexity in other municipalities throughout Newfoundland and Labrador. Some specific examples include:

**Reference Project 1:****Project Name:** Mount Pearl Summit Centre

**Role:** *Structural Engineer* for a 5,578 m<sup>2</sup> extension to the existing Reid Centre. The expanded facility includes a new swimming pool, fitness center, gymnasium area and walking track. The extension was designed to achieve LEED® Silver certification. The building is a conventional steel superstructure supported by reinforced concrete foundations. A suspended structural slab was designed above a below-grade pool mechanical area. The pool roof was constructed with clear span glulam trusses with post tensioned steel cable reinforcement. The foundation walls at the rear of the facility dually served as retaining walls to optimize the development footprint due to the steep topography of the site. During construction, Steven completed rebar inspections, steel erection reviews, and was responsible for shop drawing reviews and responding to contractor queries.

**Year Completed:** 2014**Reference Project 2:****Project Name:** CBS Stadium

**Role:** *Lead Structural Engineer* for structural steel multi-purpose facility with a gross area of approximately 5,962m<sup>2</sup> with a seating capacity of 1,064 people and is designed to achieve LEED® Silver certification. The building features custom fabricated structural steel trusses designed for the clear span for the building. The building's foundation dually serves as retaining walls to maximize building footprint and optimize the topography of the site.

**Year Completed:** 2016**Reference Project 3:****Project Name:** Salvation Army Centre of Hope, St. John's, NL

**Role:** *Structural Engineer of Record* for the design of five storey steel superstructure complete with below grade reinforced parking garage. The first level features a suspended structural reinforced concrete slab with reinforced concrete and elevator shafts.

**Year Completed:** Estimated 2021

Email:

steven.greeley@snclavalin.com

**Name**

Jonathan Flynn, P. Eng., LEED AP

**Title****Role for Proposed Project**

Jonathan is proposed as the **Lead Electrical Engineer** for this project and will be responsible for the design of all electrical systems in the building. He will provide oversight and guidance for the electrical technical support staff to ensure project objectives are achieved. He will collaborate closely with other discipline team leads, in particular his mechanical counterpart, to ensure a coordinated design. Jonathan will provide technical guidance throughout the tendering process. As the project progresses to construction, Jonathan will coordinate and assume responsibility for electrical technical support until project completion.

**Reference Project Role**

Jonathan has demonstrated these same responsibilities and commitment to project execution on many other projects throughout his career on projects of similar size, scope, and complexity in other small municipalities throughout Newfoundland and Labrador. Some specific examples include:

**Reference Project 1:****Project Name:** Mount Pearl Glacier HVAC Upgrades

**Role:** *Lead Electrical Engineer* for the design, tender phase services and construction phase services for HVAC upgrades to rectify issues of poor air quality, ventilation, heating and cooling comfort levels in the Glacier 1 board rooms, dressing rooms, washrooms, shower rooms and sport alliance offices. Scope of work also included the design for the installation of a new dehumidifier to increase dehumidification capacity for the ice surface area to mitigate ongoing operational challenges during warmer months.

**Year Completed:** Estimated October 2020**Reference Project 2:****Project Name:** Corner Brook Pool Feasibility and Concept Design

**Role:** *Lead Electrical Engineer* for the development of options for the renovation and expansion of the existing pool and gymnasium wing of Grenfell Campus to accommodate a recreational facility for the Corner Brook/Humber Valley Region.

**Year Completed:** August 2019**Reference Project 3:****Project Name:** Grand Bank Pool HVAC and Lighting Upgrades

**Role:** *Lead Electrical Engineer* responsible for design, tender phase services, construction phase services and cost estimating services for the installation of a new pool dehumidifier tied into existing duct work system; installation of a new heat recovery ventilation unit for the lobby, washrooms and offices; and the replacement of existing lighting with new energy efficient lighting throughout the building. During Construction, scope of work increased to include; the removal of existing electrical panels no longer in use; the installation of new emergency lighting system; the addition of electric space heater at mezzanine level; the installation of disconnects for mechanical equipment; the replacement of plumbing at electrical room (piping for electric water heaters, piping for filtration system, leaking pipes and various aging valves); the replacement of electric baseboard heaters; and the installation of new lighting over rear entrance doors.

**Year Completed:** April 2018

Email: jonathan.flynn@snclavalin.com

**Name**

Douglas Morris, P. Eng., MBA

**Title****Role for Proposed Project**

Doug is proposed as the **Lead Mechanical Engineer** for this project and will be responsible for the design of all mechanical systems for the building. He will work in concert with our electrical department as well as our civil department to ensure a cohesive design is established. Doug will provide oversight and guidance for the mechanical technical support staff to ensure project objectives are achieved. He will work very closely with the contractor, owner and technical staff during system commissioning to ensure a functional and quality product is delivered.

**Reference Project Role**

Doug has a long history of delivering quality products that satisfies long-term end user requirements for many clients on projects of similar size, scope, and complexity throughout Newfoundland and Labrador. Doug is committed to these same objectives as evidenced in the following project examples:

**Reference Project 1:****Project Name:** Mount Pearl Glacier HVAC Upgrades

**Role:** *Lead Mechanical Engineer* for the design and construction HVAC upgrades to rectify issues of poor air quality, ventilation, heating and cooling comfort levels in the Glacier 1 board rooms, dressing rooms, washrooms, shower rooms and sport alliance offices. Scope of work also included the design for the installation of a new dehumidifier to increase dehumidification capacity for the ice surface area to mitigate ongoing operational challenges during warmer months.

**Year Completed:** Estimated October 2020**Reference Project 2:****Project Name:** Corner Brook Pool Feasibility and Concept Design

**Role:** *Lead Mechanical Engineer* for the development of options for the renovation and expansion of the existing pool and gymnasium wing of Grenfell Campus to accommodate a recreational facility for the Corner Brook/Humber Valley Region.

**Year Completed:** August 2019**Reference Project 3:****Project Name:** Grand Bank Pool HVAC and Lighting Upgrades

**Role:** *Lead Mechanical Engineer* responsible for design, tender phase services and construction phase services for the installation of a new pool dehumidifier tied into existing duct work system; new heat recovery ventilation unit for the lobby, washrooms and offices; and the replacement of existing lighting with new energy efficient lighting throughout the building. During Construction, scope of work increased to include; removal of existing electrical panels no longer in use; installation of new emergency lighting system; addition of electric space heater at mezzanine level; installation of disconnects for mechanical equipment; replacement of plumbing at electrical room (piping for electric water heaters, piping for filtration system, leaking pipes and various aging valves); replacement of electric baseboard heaters; and installation of new lighting over rear entrance doors.

**Year Completed:** April 2018

douglas.morris@snclavalin.com





### Name

Zac Hutton, P. Eng., LEED Green Associate

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### Role for Proposed Project

Zac is proposed as the **Energy Modeler** for this project. Zac will be responsible for providing technical oversight, guidance and coordination for the implementation of green building initiatives as part of the project. In addition to this, Zac will perform integrated energy modelling duties and spearhead the use of climate change tools incorporation into the design.

### Reference Project Role

In similar roles, Zac has provided Energy Modelling and LEED management and administration for facilities which seeking LEED certification. Specific project examples that benefitted from Zac's skills include:

#### Reference Project 1:

**Project Name:** Concept Design – Corner Brook Regional Recreation Centre

**Role:** *LEED Coordinator and Energy Modeler* for the development of options for the renovation and expansion of the existing pool and gymnasium wing of Grenfell Campus to accommodate a recreational facility for the Corner Brook/Humber Valley Region.

**Year Completed:** 2019

#### Reference Project 2:

**Project Name:** New Conception Bay South Stadium

**Role:** *Deputy Project Manager and LEED Coordinator* for the design of a new recreation facility for athletic associations and community events. Specific objectives included designing the facility with low energy and long-term maintenance costs by functional and efficient design and construction. The facility was designed to attain LEED Silver Certification.

**Year Completed:** 2017

#### Reference Project 3:

**Project Name:** New Conception Bay South Town Administrative Offices

**Role:** *Deputy Project Manager and LEED Coordinator* for the design of a new municipal administrative facility providing office space for various Town departments as well as a Council Chambers and service area. Specific responsibilities included the coordination of design efforts to ensure LEED Silver certification.

**Year Completed:** 2017

#### Reference Project 4:

**Project Name:** Summit Centre Multiplex

**Role:** *LEED Coordinator* for the design of the Glacier II and Summit Centre Multiplex. Specific responsibilities included perform calculations for completion of LEED Letter Templates, compilation and organization of documentation required for submission to CaGBC. Both facilities in the combined Multiplex successfully achieved LEED® certification.

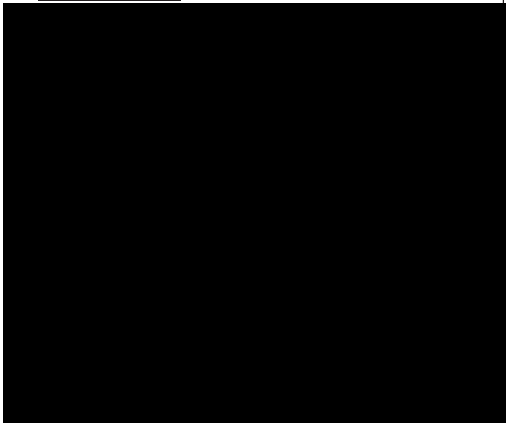
**Year Completed:** 2017

Email:

zachary.hutton@snclavalin.com

**Name**

Ruslan Vyrstyuk, EIT, LEED AP Eng.

**Title**

Ruslan.Vyrstyuk@snclavalin.com

**Role for Proposed Project**

Ruslan is proposed as the **LEED Facilitator** for the Owner's Advisor Team. Ruslan will lead development of the LEED scorecard and sustainability goals of the project. He will provide oversight and guidance for the OA Team to ensure sustainability objectives are achieved. During tendering, he will provide technical support, and continue to support the project technically from construction through to project closeout.

**Reference Project Role**

Ruslan has performed these same responsibilities and displayed this commitment to project execution on various projects throughout his career in other municipalities throughout Ontario. Some specific examples include:

**Reference Project 1:**

**Project Name:** The Home Depot – Various Locations across Canada/US

**Role:** *LEED AP* - Duties included establishing sustainable design goals and targeted LEED credits with the design team. Providing support for all phases of LEED projects: design, construction and certification. Supervised the project's design and construction stages: monitor and coordinate architectural, engineering and construction firms' documentation submission. Developing and managing project plans, LEED letter templates, status reports, budgets and timelines. Assisted with basic commissioning processes, including developing Owner Project Requirements, Basis of Design Documents and other activities.

**Year Completed:** 2010-2013

**Reference Project 2:**

**Project Name:** Ontario Provincial Police (OPP) Stations – Various Locations in Ontario

**Role:** *LEED AP* - Duties included establishing sustainable design goals and targeted LEED credits with the design team. Providing support for all phases of LEED projects: design, construction and certification. Supervised the project's design and construction stages: monitor and coordinate architectural, engineering and construction firms' documentation submission. Developing and managing project plans, LEED letter templates, status reports, budgets and timelines. Assisted with basic commissioning processes, including developing Owner Project Requirements, Basis of Design Documents and other activities.

**Year Completed:** 2010-2013

**Reference Project 3:**

**Project Name:** Canada Post - Toronto, ON

**Role:** *LEED AP* - Duties included establishing sustainable design goals and targeted LEED credits with the design team. Providing support for all phases of LEED projects: design, construction and certification. Supervised the project's design and construction stages: monitor and coordinate architectural, engineering and construction firms' documentation submission. Developing and managing project plans, LEED letter templates, status reports, budgets and timelines. Assisted with basic commissioning processes, including developing Owner Project Requirements, Basis of Design Documents and other activities.

**Year Completed:** 2013

**Name**

Justin Mayo, P. Eng., M. Eng.

**Title****Role for Proposed Project**

Justin is proposed as the **Lead Civil Engineer** for this project. Justin will be responsible for the review of the selected site and site development as well as design of all civil systems for the building. He will work in coordination with our mechanical, electrical, and structural departments to ensure an integrated design is established. He will provide oversight and guidance for the civil technical support staff to ensure project objectives are achieved. Justin will continue to support the project technically from tendering through to project closeout.

**Reference Project Role**

Justin has performed undertaken similar responsibilities and displayed commitment to project execution on many other projects throughout his career on projects of similar size, scope, and complexity in other small municipalities throughout Newfoundland and Labrador. Some specific examples include:

**Reference Project 1:****Project Name:** RCMP Parking Lot Placentia, NL

**Role:** *Civil Engineering Lead* for a new parking lot to accommodate relocating the main entrance, new garage and repaving an existing parking lot, removal of parking along the road and landscaping around site as required. Responsible for design of site grading and drainage for new parking lot; design of accessible ramp for new main entrance; and prepare cost estimate.

**Year Completed:** Estimated October 2020**Reference Project 2:****Project Name:** St. Anthony Maintenance Garage

**Role:** *Civil Engineer* for the rehabilitation of the architectural, mechanical and electrical systems, the addition of a one bay building expansion, plus layout modifications to accommodate another means of egress from the second floor and a renewed upper level layout. Responsible for responding to contractor RFI's, review of shop drawings, review of site grading due to changes on site.

**Year Completed:** Estimated February 2021**Reference Project 3:****Project Name:** Justice Building, Nova Scotia

**Role:** *Civil Engineering Lead* for the renovation of the existing Justice Building in Nova Scotia. Responsibilities included review of site grading, design of new grading and drainage plan for building extension, extend existing storm water discharge on site with new infiltration trench, provide landscaping, design new accessible concrete walkway from upper parking lot to new building extension, and new gravel parking lot

**Year Completed:** Estimated September 2020

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 Email: justin.mayo@snclavalin.com



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**Name**

Larry Bussey

**Role for Proposed Project**

Larry Bussey is proposed as the Resident Site Inspector for this project who will be responsible for Site Works to ensure construction is completed in compliance with project specifications and applicable building codes

**Reference Project Role**

Larry Bussey is the Senior Resident Site Inspection for Municipal Projects carried out on the West Coast of Newfoundland. For this project Larry will provide the Civil Siteworks Resident Inspection Services as requested in the RFP.

Larry has provided Resident Site Inspection Services for all projects undertaken by SNCL for the West Coast region for the past 20+ Years.

**Reference Project 1:**

**Project Name: Town of Grand Falls-Windsor – Waste Water Treatment Facility (WWTF) Expansion – CP3 Building**

**Role:** *Senior Resident Site Inspector* providing full-time inspection services ensuring the project is carried out as per the contract documents and maintaining regular contact with Town Superintendent as required. Larry records contractors' hours on site and daily activities, recording all quantities of materials used, keeping a photographic record of the job, recording all as-built information, attending all safety meetings with contractors. Works include expansion and upgrades to the existing Headworks building to accommodate addition of a new dewatering and compaction system, extension to the auger system, and building extension to provide dry screening storage area.

**Year Completed:** Ongoing (Substantial Completion for CP3 Building estimated December 2020)

**Reference Project 2:**

**Project Name: City of Corner Brook – West Valley Road Storm Sewer Replacement Projects (2013, 2014 & 2015)**

**Role:** *Senior Resident Site Inspector* provided full-time inspection services ensuring project was carried out as per the contract documents and maintaining regular contact with Town Superintendent as required. Larry also recorded contractors' hours on site and daily activities, recorded all quantities of materials used, kept a photographic record of the job, recorded all as-built information, attended all safety meetings with contractors, calculated pipe grades while installing storm, sanitary, and force mains, completed monthly progress claims with a field engineer.

**Year Completed:** 2013, 2014 & 2015

**Reference Project 3:**

**Project Name: Town of Deer Lake – Fourth Avenue Upgrades**

**Role:** *Senior Resident site Inspector* provided full-time inspection services ensuring project was carried out as per the contract documents and maintaining regular contact with Town Superintendent as required. Larry also recorded contractors' hours on site and daily activities, recorded all quantities of materials used, kept a photographic record of the job, recorded all as-built information, attended all safety meetings with contractors, calculated pipe grades while installing storm, sanitary, and force mains, completed monthly progress claims with a field engineer.

**Year Completed:** 2018

Email: [larry.bussey@snclavalin.com](mailto:larry.bussey@snclavalin.com)

**Training**

Larry has completed the 2020 Construction Worker Safety Training through NLCSA.

# Attachment B

## Consultant Financial Proposal



# Owner's Advisor Services Related to Development of Design Build Corner Brook Regional Recreation Centre

Financial Proposal

City of Corner Brook



Infrastructure Engineering

17 | 09 | 2020

Proposal > Client ref. 17-CCR-21-00005  
Internal ref. 673790-0047-P-21-PRP-0002\_C01



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 Fax: 709.368.3541  
[snclavalin.com](http://snclavalin.com)

Our reference: 673790-0047-P-21-PRP-0002\_C01

Your reference: 17-CCR-21-00005

Mr. Darren Charters, P. Eng.  
 Director of Community, Engineering, Development and Planning  
 City of Corner Brook  
 5 Park Street, P.O. Box 1080  
 Corner Brook, NL A2H 6E1

17 September 2020

Dear Mr. Charters:

**Re: Proposal for Owner's Advisor Services related to Development of Design-Build Corner Brook Regional Recreation Centre (2020-22)**

In response to the above-referenced Request for Proposal (RFP), SNC-Lavalin Inc. (SNCL) in association with DSRA Architecture Inc. (DSRA) is pleased to provide one (1) copy of the **Financial Proposal** provided in a locked Adobe PDF format with a secured password. In accordance with the requirements of the RFP, the password shall be provided upon request (within two (2) business days) once our technical proposal has passed the identified threshold. SNCL understands that the Financial Proposal may be rejected without consideration if not password protected or if the password is submitted before requested by the chair of the RFP Evaluation Committee.

This proposal was prepared after through reflection and review of all information provided by the City of Corner Brook, coupled with our experience in design of community recreation facilities and intimate knowledge of this facility through the work we completed on the Concept Design Report for the Corner Brook Regional Recreation in early 2019. The structure and layout of our proposal is in accordance with the Terms of Reference and addresses all submission requirements.

Our project team personnel are registered and in good standing with the Professional Engineers and Geoscientists of Newfoundland and Labrador (PEGNL) for all disciplines, Architects Licensing Board of Newfoundland and Labrador (ALBNL) and WorkPlaceNL (WPNL). The team we have assembled is a very experienced group of professionals, well qualified in all areas of the project; from the various design intricacies, to working and coordinating with various Government agencies and utilities. We feel that our past experience, along with our availability of highly qualified resources, will ensure that the project is completed to the highest standards, on time and on budget. SNCL agrees that this submission, including all prices, will remain valid for a period of 90 days after the date of closing.

Our contact for this proposal is Mr. Walter Oakley, CET and can be reached at [Walter.Oakley@snclavalin.com](mailto:Walter.Oakley@snclavalin.com) or by telephone at 709.685.3933.

Yours truly,

Walter Oakley, CET  
 Senior Project Manager, Buildings Area Lead – NL  
*Infrastructure Engineering – Eastern Canada*  
**Engineering, Design and Project Management**

Rennie Hynes, M.Sc., AScT, EP  
 Vice President, Atlantic Canada  
*Infrastructure Engineering – Eastern Canada*  
**Engineering, Design and Project Management**

This proposal (including its attachments) is confidential and information contained therein may be subject to intellectual property rights of SNC-Lavalin Inc., its affiliates or third parties, be protected by law, including privacy laws and/or by export restrictions, or be otherwise deemed confidential or sensitive. This proposal is destined exclusively to the City of Corner Brook and is communicated for the sole purpose of allowing the City of Corner Brook to evaluate the opportunity of entering into a contract with SNC-Lavalin Inc. and, as the case may be, such further purpose as shall be expressly allowed by such contract, and may not be reproduced, used or disclosed, in whole or in part, nor used for any other purpose.

We are submitting this proposal during the COVID-19 global pandemic (COVID-19), which has and continues to have a significant impact in Canada and around the world. The parties agree that this proposal could be amended or that certain elements may no longer apply in taking into consideration the government directives related to COVID-19 or any other impact that may result from COVID-19.

**SCHEDULE II**  
**(Buildings, Treatment Facilities, Other)**  
**BASIC AND OTHER ADDITIONAL SERVICES FEES**

<b>Programming Advisory Services</b>	\$ 10,957.50
<b>Preliminary Design</b>	
Preparation of Request for Qualification (RFQ)	\$ 11,680.00
Proposal/Tendering, Analysis and Recommendation of RFQ	\$ 5,380.00
Preparation of Request for Proposal (RFP)	\$ 81,917.50
Proposal/Tendering, Analysis and Contract Award of RFP	\$ 6,165.00
<b>Review of Design Development Submissions/Shop Drawings</b>	\$ 71,090.00
<b>Contract Administration</b>	\$ 118,720.00
<b>Project Completion Phase</b>	\$ 17,720.00
<b>Other Additional Services</b>	
Resident Services During Construction	\$ 39,000.00
Site Visit for Substantial/Total Completion	\$ 4,130.00
Site Visit for Commissioning	\$ 2,850.00
Site Visit for 10-Month Warranty Inspection	\$ 3,525.00
OA LEED (total cost)	\$ 23,997.50
<b>Prime Consultant Project Expenses for Above Services</b>	\$ 33,976.00
<b>TOTAL BASIC AND OTHER SERVICES FEES</b>	<b>\$ 431,108.50</b>
<b>TOTAL ADDITIONAL REIMBURSABLE (FROM SCHEDULE III)</b>	<b>\$ 25,000.00</b>
<b>TOTAL SERVICE FEE (LESS HST) (TOTALS SCHEDULES II AND III)</b>	<b>\$ 456,108.50</b>
<b>HST</b>	<b>\$ 68,416.28</b>
<b>TOTAL SERVICE FEE (INCLUDING HST)</b>	<b>\$ 524,524.78</b>

All cost/fee information on the foregoing table, with the exception of the TOTAL SERVICE FEE, is exempt from disclosure under section 39(1) of the Access to Information and Protection of Privacy Act, 2015 and shall not be disclosed.



**SCHEDULE III**  
**(Buildings, Treatment Facilities, Other)**  
**ADDITIONAL REIMBURSABLE ALLOWANCES**

**List Below Allowances for Specific Project Expenses not Included in Schedule II**

<b>Site Surveys (to be included in Programming Advisory Services)</b>	<b>\$ -</b>
<b>Geotechnical Investigations</b>	<b>\$ 5,000.00</b>
<b>Energy (Optimization) Model</b>	<b>\$ -</b>
<b>Water Main Leakage Detection</b>	<b>\$ -</b>
<b>Sewer Main Infiltration Detection</b>	<b>\$ -</b>
<b>Third Party Costing</b>	<b>\$ 10,000.00</b>
<b>Legal Review</b>	<b>\$ 10,000.00</b>
<b>For this RFP Assume Reimbursable Allowances as Shown</b>	
<b>TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE</b>	<b>\$ 25,000.00</b>

All cost/fee information on the foregoing table, with the exception of the TOTAL SERVICE FEE, is exempt from disclosure under section 39(1) of the Access to Information and Protection of Privacy Act, 2015 and shall not be disclosed.

All cost/fee information on the following table, with the exception of the TOTAL SERVICE FEE, is exempt from disclosure under s 2015 and shall not be disclosed.

<div> <b>SNC-LAVALIN</b> <small>in association with</small></div> <div>Owner's Advisor Services related to Development of Design-Build of Corner Brook Regional Recreation Centre</div>					673700-0047-P-21-PRP-0002_C01		Discipline	Project Management				Architecture			Structural		
WBS #	RFP #	Task Description	Role	Project Manager	Admin /Doc. Control	Cost Control	LEED AP	Principal Architect	Project Architect	Sr. Tech.	Sr. Spec Writer	Engineer / Deputy PM	Design T				
			Key Personnel	W. Oakley	S. O'Keefe	B. Morgan	R. Vystryuk	P. Connell	M. Govedarica	C. Donovan	E. Ali	S. Greeley	J. Vince				
			Rate	\$150.00	\$60.00	\$75.00	\$95.00	\$175.00	\$145.00	\$100.00	\$125.00	\$110.00	\$80.00				
			Total Hours	17.5	4.5	6	1	3	3	0	0	6.5	7				
			105											0			
			SCHEDULE II - Programming Advisory Services \$ 10,957.50											0			
2.0	-	Preliminary Design [19 weeks] <i>Schedule: October 19, 2020 - January 15, 2021</i>	921.5	94	76	6	54.5	110	204	35	35	0	73	26.5	0		
2.1	3.1.1	Prepare RFQ Documents for the prequalification of Design-Build proponents	66	15	8			7	21			15					
2.1.1	3.1.2	Legal Review <i>Carried in Allowance on Schedule III</i>	0														
2.1.2	3.1.1	Prepare a Selection Report for the RFQ Evaluation Committee	20	8	4							8					
2.1.3	-	<b>Review Meeting with Owner/Stakeholders</b>	5	1.5				1	1			1.5					
2.1.4	3.1.1	Participate in the RFQ Evaluation by the Owner	16	6				2	2			6					
2.1.5	3.1.1	Prepare RFQ debriefing notes and attend requested meetings	24	6	4			5	5			4					
		Prepare Owner's Statement of Requirements															
2.2	3.1.2	Preliminary Energy Model for M/E operating costs Preliminary Code Check Room Data Sheets Sustainability Check List	250.5	8	15		15	45	80	35		4					
2.2.1	-	Prepare Outline Performance Criteria	309	4	15		8	35	70		35	4	22.5				
2.2.2	3.1.2	Develop LEED Scorecard / Sustainability Requirements	54				30	3	3			2					
2.2.3	3.1.2	Prepare RFP Documents for call requirements, evaluation and selection criteria, and submission requirements	117	30	22			7	14			21					
2.2.4	3.1.2	Legal Review <i>Carried in Allowance on Schedule III</i>	0														
2.2.5	-	<b>Review Meeting with Owner/Stakeholders</b>	9	1.5			1.5					1.5					
2.2.6	3.1.2	Participate in the RFP Evaluation by the Owner / Assist in Award of Design-Build Contract	22	6	4			3	3			6					
2.2.7	3.1.2	Prepare debriefing notes for all RFP proponents who request debriefs and attend requested meetings	21	6	4			2	5			4					
2.3	-	[INTERNAL] Project Invoicing & Revenue Recognition: Months: October 2020 - January 2021	8	2		6											
			SCHEDULE II - Preliminary Design \$ 110,692.50											0			
3.0	3.0	Review of Design Development Submissions/Shop Drawings [18 weeks] <i>Schedule: January 18 - May 21, 2021</i>	656	141	27	6	43	44	101	0	0	23	33	0	0		
3.1	3.2	Assist Owner with Contract Award	8	4				1.5	1.5			4					
3.2	-	<b>Kick-off Meeting w/ DB Team</b>	10.5	1.5				8	15			1.5					
3.3	3.2	Review Design Submission #1	96	30	4		6	1.5	1.5			2	6				
3.3.1	-	<b>Review Meeting with Owner/Stakeholders</b>	10.5	1.5				1.5	1.5			1.5					
3.4	3.2	Review Design Submission #2	125	40	4		6	8	30			2	6				
3.4.1	-	<b>Review Meeting with Owner/Stakeholders</b>	10.5	1.5				1.5	1.5			1.5					
3.5	3.2	Review Design Submission #3	115	40	4		6	8	20			2	6				
3.5.1	-	<b>Review Meeting with Owner/Stakeholders</b>	10.5	1.5				1.5	1.5			1.5					
3.6	3.2	Shop Drawing Review	200	15	15		25	14	30			3	15				
3.7	3.1.2	LEED Shop Drawing Review	62	4		6						4					
3.8	-	[INTERNAL] Project Invoicing & Revenue Recognition: Months: February - May 2021	8	2													
			SCHEDULE II - Review of DD Submissions/Shop Drawings \$ 77,270.00											0			
4.0	3.0	Contract Administration [72 weeks] <i>Schedule: June 2021 - November 2022</i>	1088	395	158	27	40	53	90	0	0	57	41	0	0		
4.1	-	Contractor led Site Orientation/Site Specific Safety orientation (for all SNCL personnel visiting the site)	20	4								4	4				
4.2	3.2	Response to RFI, Site Instructions, Change Order Management	185	27	20			14	35			6	20				
4.3	3.2	Review & Evaluate Monthly Status Reports/Time for MSIS (Qty. 18)	66	18	30							18					
4.4	3.3	Audit DB Team (monthly) for permits compliance	54	18	18							18					
4.5	3.3	PM to attend in-person, disciplines via conference call as required	418	270	36			27	27					8			



All cost/fee information on the following table, with the exception of the TOTAL SERVICE FEE, is exempt from disclosure under s 67(2.3) of the Access to Information Act. The TOTAL SERVICE FEE, is exempt from disclosure under s 67(2.3) of the Access to Information Act.

<div><div><div><div><div><div></div></div></div><div><div><div>SNC • LAVALIN</div><div>in association with</div></div></div><div>Owner's Advisor Services related to Development of Design-Build of Corner Brook Regional Recreation Centre</div></div></div><div>67390-0047-P-21-PR2-0022_C01</div></div>	Discipline		Project Management				Architecture				Structural			
WBS #	RFP #	Task Description	Role	Project Manager	Admin /Doc. Control	Cost Control	LEED AP	Principal Architect	Project Architect	Sr. Tech.	Sr. Spec Writer	Engineer / Deputy PM	EIT	Design T
Key Personnel				W. Oakley	S. O'Keefe	B. Morgan	R. Vyrstiyuk	P. Connell	M. Govedarica	C. Donovan	E. Ali	S. Greeley	W. Bradbury	J. Vincent
Rate				\$150.00	\$60.00	\$75.00	\$95.00	\$175.00	\$145.00	\$100.00	\$125.00	\$110.00	\$85.00	\$80.00
Total Hours				19	6	6	20	1.5	11	0	0	2	23	0
5.0	3.0	Project Completion [4 weeks] Schedule: December 2022		4	2			0.5	4				15	
5.1	3.2	Review As-Builts		6	2			0.5	4				8	
5.2	3.2	Review Owner's Manuals		4	2				1					
5.3	3.2	Review Commissioning Documents		1			20	0.5	2			2		
5.4	3.1.2	LEED Submission review												
5.6	-	[INTERNAL] Project Closeout		4		6								
SCHEDULE II - Project Completion Phase				19	0	0	0	4	4	0	0	0	0	0
6.0	3.0	Other Additional Services												
6.1	3.3	Resident Services during Construction (12 hr/day - 5 days/week - 10 weeks												
6.2	3.2	Substantial Performance Inspection, Evaluation, Deficiency List & Certification		2				4	4					
6.3	3.2	Total Completion Inspection & Deficiency Evaluation		2										
6.4	3.2	10-month Warranty Inspection & Deficiency List/Report		15										
SCHEDULE II - Other Additional Services				685.5	271.5	51	158.5	215.5	413	35	35	161.5	130.5	0
Total Hours				3692										
SUB-TOTAL Cost (not including HST)				\$ 102,825.00	\$ 16,290.00	\$ 3,825.00	\$ 15,057.50	\$ 37,712.50	\$ 59,885.00	\$ 3,500.00	\$ 4,375.00	\$ 17,765.00	\$ 11,092.50	\$ -
EXPENSES														
Site Visit/Inspection Expenses														
Resident Inspection Expenses														
SUB-TOTAL Expenses (not including HST)														
TOTAL Proposal Cost (not including HST)														
TOTAL Proposal Cost (not including HST)														
Site Visit Breakdown:														
1	Site Survey													
18	Monthly Meeting Visit (PM) / Milestone Inspections													
2	Commissioning/Substantial													
3	Total Performance													
1	10-Month Warranty Inspection													
25														
PART TIME INSPECTION EXPENSES														
RESIDENT INSPECTION EXPENSES														
# Weeks														
# Personnel														



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Mount Pearl, NL A1N 5E7  
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**City of Corner Brook  
Request for Decision (RFD)**

**Subject Matter: Consulting Services for the City of Corner Brook Transit Study and System Design Project**

**Report Information**

**Department: Community, Engineering, Development & Planning**

**Attachments: RFP, Proposal**

**Prepared By: Darren Charters**

**Council Meeting Date: October 26th, 2020**

**Issue:** The City of Corner Brook issued a Request for Proposals (RFP) for consulting services related to the Transit Study and System Design Project.

**Background:** Five proposals were submitted to the City on October 7<sup>th</sup> 2020. The proposals were reviewed by a staff committee in order to make a recommendation to Council.

**Recommendation:** The Committee has reviewed and evaluated the proposals based on the criteria set out in the RFP document and has come to a consensus that the project should be awarded to Dillon Consulting for the cost of \$40,215.50. As such, it is recommended that the following resolution be considered by Council:

**Be it resolved that the Council of the City of Corner Brook** award the consulting services contract for the Transit Study and System Design project to Dillon Consulting for the estimated cost of \$40,215.50 (HST included).

**Options:**

1. That the Council of the City of Corner Brook award the consulting services contract for the Transit Study and System Design project to Dillon Consulting for the estimated cost of \$40,215.50 (HST included).
2. That the Council of the City of Corner Brook not award the consulting services contract for the Transit Study and System Design project to Dillon Consulting for the estimated cost of \$40,215.50 (HST included).
3. That the Council of the City of Corner Brook give other direction to Staff.

**Legal Review: N/A**

**Budget/Financial Implications:** MYC Approved Project Funding

**Prepared by:** Darren Charters

**Director:** Darren Charters




**City of Corner Brook  
Request for Decision (RFD)**

**City Manager:** Rodney Cumby

**Date:** October 21st, 2020

**Additional Comments by City Manager:**

	<p align="center"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<b>Subject Matter: Jubilee Field Baseball Building Change Order 7</b>	
<b>Report Information</b>	
<b>Department: Community, Engineering, Development &amp; Planning</b>	<b>Attachments: Change Order 7</b>
<b>Prepared By: Jim Warford</b>	<b>Council Meeting Date: October 26, 2020</b>

**Issue:** Install paved walkway to Jubilee Place, upgrade existing walkway to parking lot and add accessible parking. Provide crushed stone and sod around the building and Jubilee Place entrance.

**Background:** Jubilee Field baseball building is complete. Site works are required around the building and access.

**Recommendation:** Approve the contract Change Order No. 7 between the Owner (City of Corner Brook) and Contractor (Brook Construction) for the Jubilee Field Baseball Building for an increase in Contract for \$61,221.40 (HST Included).


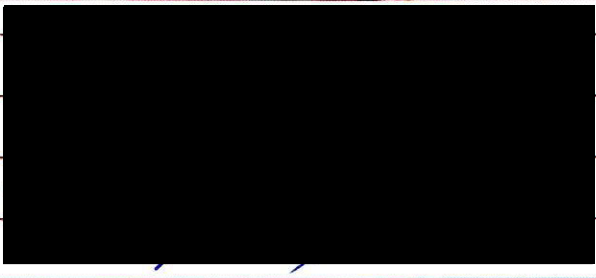
**Be it resolved that the Council of the City of Corner Brook** Approve the contract Change Order No. 7 between the Owner (City of Corner Brook) and Contractor (Brook Construction) for the Jubilee Field Baseball Building for an increase in Contract for \$61,221.40 (HST Included).

**Options:**

1. That the Council of the City of Corner Brook Approve the contract Change Order No. 7 between the Owner (City of Corner Brook) and Contractor (Brook Construction) for the Jubilee Field Baseball Building for an increase in Contract for \$61,221.40 (HST Included).
2. That the Council of the City of Corner Brook not Approve the contract Change Order No. 7 between the Owner (City of Corner Brook) and Contractor (Brook Construction) for the Jubilee Field Baseball Building for an increase in Contract for \$61,221.40 (HST Included).
3. That the Council of the City of Corner Brook give other direction to Staff.

**Legal Review:**

**Budget/Financial Implications:** \$1,830,695.00

	<p align="center"><b>City of Corner Brook Request for Decision (RFD)</b></p>	
<b>Prepared by:</b> Jim Warford		
<b>Director:</b> Darren Charters		
<b>City Manager:</b> Rodney Cumby		
<b>Date:</b> October 26, 2020		

**Additional Comments by City Manager:**



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

Page 1 of 2

Form #5

March 2016

**PROJECT NAME:** Jubilee Field Baseball Building, Corner Brook **PROJECT NO.:** 17-CCR-20-00009

**CHANGE ORDER NUMBER:** 7 (Brook Construction) **DATE:** October 26, 2020

**.1**     NOTICE

A change to the Contract is contemplated as indicated herein.

**.2**     PROCEDURE

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

**.3**     DESCRIPTION OF CHANGE

Install walkway down to Jubilee Place, upgrade existing walkway and add accessible parking towards O'Connell Drive. Also include some crushed stone and sod installed around the building and Jubilee Place entry.

Clubhouse totals	\$40,906.00 (HST extra)
Parking Lot totals	<u>\$12,330.00 (HST extra)</u>
Sub-total above	\$53,236.00
HST	<u>\$7,985.40</u>
Total	\$61,221.40 HST included

**.4**     EFFECT OF CHANGE ON CONTRACT

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

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

WORKING DAYS: 0 REVISED COMPLETION DATE: None

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

( ) No Change  
 (X) Addition to Contract including GST payable by the Owner     \$ 61,221.40  
 ( ) Deduction from Contract including GST payable by the Owner     \$ \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

(Signature)

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

Page 2 of 2


Form #5

March 2016

Authorized Contract Amount	\$1,779,855 (HST included)
Previous Change Orders	\$6,401.74 (HST included)
This Change Order	\$61,221.40 (HST included)
New Approved Contract Amount	\$1,847,478.14 (HST included)

**.5 AUTHORIZATION TO PROCEED**

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

DATE: October 26, 2020      CONSULTANT: 

DATE: \_\_\_\_\_ OWNER: \_\_\_\_\_

DATE: \_\_\_\_\_ REGIONAL ENGINEER: \_\_\_\_\_  
(Regional Engineer's signature is assumed to be approval based on the available project funds only – no new funds are contemplated)

**.6 CANCELLATION OF CONTEMPLATED CHANGE**

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

DATE: \_\_\_\_\_ CONSULTANT: \_\_\_\_\_

**.7 NOTIFICATION TO BONDING AND INSURANCE COMPANIES**

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

City Manager's Report  
Council Meeting Date: 26 October, 2020

**Subject: Delegation of Authority- Agreements**

Council has granted delegated authority to the City Manager or Acting City Manager (**Minute 18-223**) to execute contracts or agreements and applications on behalf of the organization subject to the application contract, or agreement being funded in the current year's operating or capital budget; and that the contract/agreement or application is for a term of five years or less. This process allows for efficient and effective management of Council expenditures while having mechanisms in place to ensure accountability and a reporting process for each transaction

**Change Orders:**

As stipulated by resolution of Council a summary of approved transactions regarding the **Investigation on Concrete Sills at City Hall** is outlined below:

Date	Change Order NO.	Summary	Credit/Debit Value
October 13, 2020	1	Additional engineering services for Phase 1 repairs of concrete sills at Corner Brook City Hall.	\$10,079.75

**Amendments:**

As stipulated by resolution of Council a summary of approved transactions regarding **Jubilee Field Baseball Building** are outlined below:

Date	NO.	Summary	Credit/Debit Value
October 21, 2020	Amendment No. 3	Site visit overage for Kate McLean, Lat49 consultant. Flight, car, fuel, parking, meals.	\$1,717.79

Delegation of Authority Resolution - Approved August 20, 2018

**18-223**

**Delegation of Authority**

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

- The application, contract or agreement is funded in the current year's operating or capital budget;
- The application contract or agreement is for a term of five years or less;
- The application, contract or agreement is for activities that are ordinary to the business of the City;



- The application, contract or agreement has been reviewed by the Director for which the application, contract or agreement is related, and the Director is recommending the signing;
- The City Manager providing a summary to Council on a not less than monthly basis of applications, contracts or agreements signed;
- The Delegation of Authority Policy remain in place until revoked by Council, or the creation of an overarching Delegation of Authority Policy.

**MOTION CARRIED.**