



CITY OF CORNER BROOK

Dear Sir\Madam:

I have been directed by His Worship the Mayor to summon you to a Regular Meeting of the Corner Brook City Council, to be held on **Monday, June 17, 2019 at 7:00 PM. Council Chambers, City Hall.**

CITY CLERK

Page

1 CALL MEETING TO ORDER

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

2 APPROVALS

2.1 Approval of Agenda

2.2 Approval of Minutes, May 27, 2019

2.3 Confirmation of Minutes

3 BUSINESS ARISING FROM MINUTES

3.1 Business Arising From Minutes
Asphalt, Concrete, Granular and Sod

4 CORRESPONDENCE/PROCLAMATIONS/PETITIONS/

4.1 Proclamations
Franco-Newfoundlander Day/Flag Raising, May 30th

4.2 Outdoor Fireplaces

5 REPORTS

5.1 Protective Services Stats - May 2019

6 TENDERS

6.1 Georgetown Road Water Lateral Replacement RFP

6.2 City Hall Emergency Lighting Design

6.3 Asphalt Paving Program

53 - 59	6.4	Civic Centre Digital Signs- Advertising Rights
7		COMMUNITY, ENGINEERING, DEVELOPMENT AND PLANNING
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73 - 82	7.2	Margaret Bowater Park Cleaning Contract
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115 - 120	7.5	Multipurpose Trail Study
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173 - 182	7.7	Salt Shed PCA Amendment No.4
8		PROPERTY
183 - 209	8.1	Property- West Street/Todd Street
9		FINANCIAL
211 - 215	9.1	Borrowing 2019
217 - 245	9.2	Financial Statements 2018
10		ADJOURNMENT

**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
MONDAY, 27 MAY, 2019 AT 7:00 PM**

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

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

19-093 Approval of Agenda

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the agenda for the Regular Meeting of Council, May 27, 2019, as circulated. **MOTION CARRIED.**

19-094 Approval of Minutes - May 8, 2019

On motion by Councillor J. Carey, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting, May 8, 2019, as presented. **MOTION CARRIED.**

19-095 Confirmation of Minutes

On motion by Deputy Mayor B. Griffin, seconded by Councillor L. Chaisson, it is **RESOLVED** to ratify minute CC19-032 – Approval of Agenda for the Council in Committee meeting, May 13, 2019, as presented. **MOTION CARRIED.**

On motion by Deputy Mayor B. Griffin, seconded by Councillor J. Carey, it is **RESOLVED** to ratify minute CC19-033 – Conflict of Interest. **MOTION CARRIED.**

On motion by Deputy Mayor B. Griffin, seconded by Councillor B. Staeben, it is **RESOLVED** to ratify minute CC19-034 – Engineering Agreement - Traffic Signal Improvements - West Street & Main Street - **MOTION CARRIED.**

19-096 Business Arising From Minutes

No items were brought forward.

Proclamations**19-097** Mayor Parsons provided an update on the following proclamations:

1. Corrections Week, May 5th-11th
2. Early Childhood Educator's Week, May 26th - June 1st

19-098 **Vacant Land For Development Booklet**

Councillor B. Staeben advised that the City has produced a new publication which provides an inventory of vacant land in the City of Corner Brook.

19-099 **St. Mary's Brook Concrete Box Culvert Rehabilitation 2019-24**

On motion by Deputy Mayor B. Griffin, seconded by Councillor J. Carey, it is **RESOLVED** to award the Contract for St. Mary's Brook Concrete Box Culvert Rehabilitation Contract No. 2019-24 to West Coast Excavating and Equipment Co. Ltd. at the tender price of \$148,936.50 (HST included). **MOTION CARRIED.**

19-100 **Advertising Rights for Public Transit Bus Shelters- Execution of Agreement**

Mayor Parsons disclosed that the owner of the Digital Advertising Solutions provided a \$200.00 campaign contribution to his election campaign.

On motion by Councillor J. Carey, seconded by Councillor L. Chaisson, it is **RESOLVED** that Mayor Parsons is in a Conflict of Interest on this agenda item. Deputy Mayor B. Griffin voted against the motion. **MOTION CARRIED.**

On motion by **RESOLVED** to approve the execution of the agreement for Advertising Rights for Public Transit Bus Shelters between the City of Corner Brook and Digital Advertising Solutions. **(Mayor Parsons abstained from voting). MOTION CARRIED.**

19-101 **Asphalt, Concrete, Granular Material & Sod - 2019-07**

Councillor V. Granter disclosed that he is employed by one of the bidders Atlantic Minerals and declared a Conflict of Interest. Councillor Granter abstained from voting and discussion on this agenda item.

On motion by Deputy Mayor B. Griffin, seconded by Councillor J. Carey, it is **RESOLVED** that Tender No. 2019-07 - Supply of Asphalt, Concrete, Granular Material and Sod for the period of June 1st, 2019 to May 31st, 2020, be cancelled, based on an error in Addendum #1.

On motion by Councillor L. Chaisson, seconded by Deputy Mayor B. Griffin it is **RESOLVED** to table the motion to the next meeting of Council. (Councillors Chaisson, Carey and Staeben) voted against the motion.
MOTION DEFEATED

Council proceeded to vote on the main motion; the main motion reads as follows:

On motion by Deputy Mayor B. Griffin, seconded by Councillor J. Carey, it is RESOLVED that Tender No. 2019-07 - Supply of Asphalt, Concrete, Granular Material and Sod for the period of June 1st, 2019 to May 31st, 2020, be cancelled, based on an error in Addendum #1. (**Councillors Carey, Staeben and Chaisson voted against the motion**). **TIE VOTE.**

In accordance with the City of Corner Brook Act, Section 36(3) *Where there is a tie vote on a question, the question shall be raised at the next meeting of the councillors and if the vote on the question at that meeting is a tie vote, the motion shall be considered to be lost*, the motion to cancel Tender No. 2019-07 is to be considered again at the next Public Council Meeting.

19-102 Vehicle Rental Agreement

On motion by Councillor L. Chaisson, seconded by Councillor T. Buckle, it is **RESOLVED** that the bids for the Standing Offer- Vehicle Rental, be approved as follows:

Name	Item	Bid (incl HST)
Enterprise Rent-A- Car Canada Company	½ Ton Pickup Trucks	Daily : \$69.00 Weekly : \$414.00 Monthly : \$1656.00 Excess Km : \$0.23/km
	Vans	Daily : \$69.00 Weekly : \$414.00 Monthly : \$1656.00 Excess Km : \$0.23/km
	Mini Van (7 passenger)	Daily : \$80.50 Weekly : \$483.00 Monthly : \$1932.00 Excess Km : \$0.23/km
	Cars	Daily : \$51.75 Weekly : \$310.50 Monthly : \$1242.00 Excess Km : \$0.23/km

MOTION CARRIED.

19-103 Sale of Used Equipment

On motion by Councillor T. Buckle, seconded by Councillor B. Staeben, it is **RESOLVED** to approve the bids for the Notice of Sale - Used Equipment & Materials as follow:

Name	Item	Bid (incl HST)
Baxter Mitchelmore	Portable Bar	\$172.50
Baxter Mitchelmore	2X4 Ceiling Tiles	\$1,437.50
Baxter Mitchelmore	Roll up doors	\$57.50
Todd Flynn	Guide Rail nuts & bolts	\$28.75
Baxter Mitchelmore	Aluminum Referee Stands	\$75.90
Baxter Mitchelmore	Nederman Systems	\$57.50
Baxter Mitchelmore	Genie Lift	\$1,267.30

MOTION CARRIED.

19-104 Tax Recovery Plan

On motion by Councillor J. Carey, seconded by Councillor B. Staeben, it is **RESOLVED** to approve the Tax Recovery Plan and Tax Receivable Summary for December 31, 2018, as attached. **MOTION CARRIED.**

19-105 Recreation Vehicle Regulations, 2019

On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin it is **RESOLVED** to adopt and enact the Recreational Vehicles Regulation 2019, and thereby repeal the current Recreational Vehicle Regulations that were enacted April 21, 2008. **MOTION CARRIED.**

The meeting adjourned at 8:20 p.m.

City Clerk

Mayor

REQUEST FOR DECISION

City Clerk's Office

SUBJECT: Ratification of Decisions

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

PROPOSED MOTION:

June 10, 2019 – Council in Committee Meeting #1 at 5:00 p.m.

It is **RESOLVED** to ratify minute CC19-038 – Approval of Agenda

On motion by Councillor T. Buckle, seconded by Councillor B. Staeben, it is **RESOLVED** that the agenda for the Council in Committee meeting #1, June 10, 2019, be approved as presented. **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-040 – Road Train Lease Agreement

On motion by Councillor T. Buckle, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to approve execution of the short term Vehicle Lease Agreement between Absolute Charters Incorporated (Lessee), The City of Corner Brook and the Corner Brook Port Corporation (Lessor) from June 25th, 2019 to October 31st, 2019, at a cost of \$20,000 HST included (\$5000/month x 4 months). **MOTION CARRIED.**

June 10, 2019 – Council in Committee Meeting #2 at 8:30 p.m.

It is **RESOLVED** to ratify minute CC19-041 – Approval of Agenda

On motion by Councillor T. Buckle, seconded by Councillor B. Staeben, it is **RESOLVED** to waive the twenty-four hour notice and approve the agenda for the Council in Committee meeting #2, June 10, 2019 to consider the following: Procurement Materials Authorization. **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-043 – Procurement Materials Authorization

On motion by Councillor T. Buckle, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to authorize staff to seek quotes for the purchase of materials for Supply of Asphalt, Concrete, Granular Material on an interim basis. **Councillors L. Chaisson and J. Carey voted against the motion. MOTION CARRIED.**

Submitted by:


City Clerk's Office

Date:

Approved by:

City Manager

Date:

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Contract 2019-07 - Supply of Asphalt, Concrete, Granular Material and Sod

Report Information

Department: City Manager

Attachments: no

Prepared By: R. Cumby

Council Meeting Date: June 17, 2019

Background: *At the Public Council Meeting on 27 May 2019 a motion was put forth that Tender No. 2019-07 - Supply of Asphalt, Concrete, Granular Material and Sod for the period of June 1st, 2019 to May 31st, 2020, be cancelled, based on an error in Addendum #1. (Councillors Carey, Staeben and Chaisson voted against the motion). TIE VOTE.*

This resolution resulted in a tie vote and is now being brought back for Council's consideration as required by Section 36(3) of the City of Corner Brook. Council must vote again to consider the motion. If the motion results in another tie vote the motion is considered defeated.

Staff Recommendation: Cancel the tender for Supply of Asphalt Concrete, Granular Material and Sod

Options:

1. Cancel the Tender. If the vote to cancel the tender is approved the bidders will be notified. Staff will then proceed to procure asphalt, concrete granular material and sod for a one year period by obtaining quotations for each project as permitted under Section 12 of the Procurement Regulations.
2. If the vote to cancel the tender is defeated Council has the option to pass a motion to award the tender. **Staff is recommending against this option** According to our legal opinion the addendum issued for this tender was ambiguous and bidders interpreted the changes differently which is reflected in their bids. Given the uncertainty in tender wording and uncertain applicability of the addendum to the different sections, attempting to determine who should be preferred bidders is a risky endeavor. Cancelling the tender and proceeding with single sourcing is the recommended action on this matter. Since the tender was for only a 1 year contract the City could obtain quotes for a one year period and issue another tender next spring for a list of preferred suppliers if it so desired. **Note:** Section 4(1) of the Procurement Regulations prohibits a public body from splitting contracts within the procurement framework. In the current situation council would be acting in good faith by proceeding with quotations for the separate projects in that the projects truly are separate and distinct. Further, Council is not trying to avoid compliance with the framework but trying to correct an unintentional administrative error that placed the city in a position where it is not possible to fairly evaluate and award the tender because the error prevents an

accurate assessment of which bidder is the “preferred supplier” under the Act (ie the one who submitted the lowest bid meeting all terms, conditions and specifications of the invitation to tender).

Legal Review: *A review of this tender was reviewed by our solicitor.*

Governance Implications:

In accordance with the **City of Corner Brook Act**, Section 36(3) *Where there is a tie vote on a question, the question shall be raised at the next meeting of the councillors and if the vote on the question at that meeting is a tie vote, the motion shall be considered to be lost, the motion to cancel Tender No. 2019-07 is to be considered again at the next Public Council Meeting.*

Procurement Regulations:



4. (1) A public body shall not split or underestimate requirements in order to avoid compliance with the framework.

Limited call procedures

12. (1) A public body procuring a commodity through a limited call for bids shall do one of the following:

- (a) obtain quotations for that commodity from at least 3 suppliers;
- (b) determine a fair and reasonable price for the commodity based on market conditions; or
- (c) use those other procurement processes that may be determined by the chief procurement officer and established in the general procurement policies.

(2) Notwithstanding subsection (1), the chief procurement officer may identify a preferred approach for use by all or select public bodies for specific commodities or thresholds or both of them.

Prepared by: Rodney Cumby City Manager	
City Manager: Rodney Cumby	
Date: June 14, 2019	

Additional Comments by City Manager:

Mayor J. Parsons advised of the following Proclamations:

1. Provincial Francophonie Day and Flag Raising, May 30th, 2019

A flag raising took place on May 30th to celebrate Francophonie Day. A new local office was opened in June to welcome anyone interested in communicating in French. It is important for residents of Corner Brook and surrounding areas to know that there is a French speaking community in the region and the flag raising is a living proof of that.

2. Paramedic Services Week – May 26-June 1, 2019

Paramedic Services and emergency medical services (EMS) is a vital public service which is provided 24 hours a day, seven days a week; and

The emergency medical services system consists of Emergency Medical Responders, Paramedics, emergency physicians, emergency nurses, firefighters, educators, administrators, dispatchers and others; and

The members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

THEREFORE, I, Mayor Jim Parsons, on behalf of City Council, do proclaim May 26 to June 1, 2019 as "PARAMEDIC SERVICES WEEK" in the City of Corner Brook.

3. Recreation Month - April 2019

Recreation enhances quality of life, active living and lifelong learning, helps people to live happier and longer, develops creativity, and builds healthy bodies and positive lifestyles; and

Recreation provides opportunities for personal growth and development for people of all abilities and can be especially helpful to people living with disabilities; and

Our parks, open spaces, and trails ensure ecological sustainability, provide space to enjoy nature, help maintain clean air and water, and preserve plant and animal wildlife; and

Recreation is an important contributor to community economic development, which creates jobs, fosters tourism, and makes communities more attractive places in which to live, learn, work and play

THEREFORE, I, Mayor Jim Parsons, do hereby proclaim the month of June, 2019 to be "RECREATION MONTH".

PARAMEDIC Services Week Proclamation

To designate the week of:

May 26 to June 1, 2019

Paramedic Services Week

WHEREAS, Paramedic Services and emergency medical services (EMS) is a vital public service; and

WHEREAS, the Paramedics and Emergency Medical Responders of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of Emergency Medical Responders, Paramedics, emergency physicians, emergency nurses, firefighters, educators, administrators, dispatchers and others; and

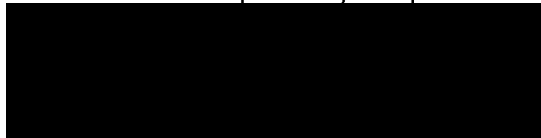
WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of Paramedics and Emergency Medical Responders by designating Paramedic Services Week; and

Now, therefore, I Jim Parsons, Mayor, City of Corner Brook, NL in recognition of this event do hereby proclaim the week of May 26 to June 1, 2019, as

PARAMEDIC SERVICES WEEK

With the 2019 theme, Celebrating Successes, we celebrate the successes that our profession has made over the years and how we continue to make improvements for the betterment of our patients, our practitioners and our profession.



His Worship Mayor of City of Corner Brook

Date:

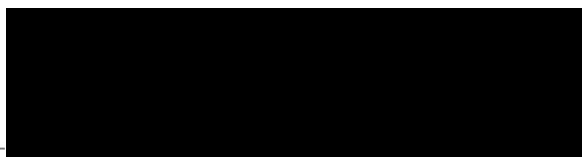
May 27th, 2019

PROCLAMATION RECREATION MONTH

- WHEREAS The City of Corner Brook recognizes that recreation enhances quality of life, active living and lifelong learning, helps people to live happier and longer, develops creativity, and builds healthy bodies and positive lifestyles; and
- WHEREAS Recreation provides opportunities for personal growth and development for people of all abilities and can be especially helpful to people living with disabilities; and
- WHEREAS Our parks, open spaces, and trails ensure ecological sustainability, provide space to enjoy nature, help maintain clean air and water, and preserve plant and animal wildlife; and
- WHEREAS Recreation is an important contributor to community economic development, which creates jobs, fosters tourism, and makes communities more attractive places in which to live, learn, work and play

Therefore, the City of Corner Brook does hereby proclaim the month of *JUNE* to be *RECREATION MONTH*.

Signed this 28 day of May, 2019 by:



(Mayor/Councilor Signature)





To: Corner Brook City Council
CC:
From: Todd Flynn, Director of Protective Services
Subject: **Outdoor Fireplaces**
Date: June 14, 2019

MEMORANDUM

Outdoor Fireplaces

City Requirements for Use of Freestanding-Outdoor Fireplaces

1. An outdoor fireplace must be a CSA/ULC approved for the particular type of use.
2. A responsible adult must supervise the fire at all times.
3. Persons must burn only what is referred to as normal combustibles. (ie-wood, paper)
**No petroleum-based material is to be burned in these appliances (ie. Plastic, fuel, etc.)
4. The Fireplace must have a device at the top of the vent pipe that prevents sparks and embers from being released.
5. The Fireplace must be placed to allow for minimum for two-metre clearance on three sides and three metres from the wood loading door from the nearest combustibles.
6. Extinguishers must be kept within easy access, at all times. This may be in the form of approved Class A extinguishers or a garden hose.
7. These outdoor fireplaces shall not be used when wind conditions are such that they may cause embers to ignite surrounding material.
8. If the device is placed on a wooded patio deck they must sit on a non-combustible pad such as patio blocks. The blocks must extend 18 inches beyond (In front of) the wood loading door.
9. All fire must be extinguished before leaving the fireplace unattended.
10. These devices may not be used during times when the Provincial fire weather index is in the high or extreme range. This information can be obtained by telephoning the Provincial Forestry Service at (709) 637-2408.

The responsibility of safe use of the outdoor fireplace lies with the homeowner. This responsibility also applies to any inconvenience to neighbors. Any complaint regarding the use

of the device will be investigated by the Corner Brook Fire Department and or Municipal Enforcement.



To: Public Safety Committee
From: Todd Flynn, Director of Protective Services
Subject: **Protective Services Update for June 2019**
Date: June 14th, 2019

MEMORANDUM

Protective Services statistics for May 2019 are as follows:

Municipal Enforcement Officers received 196 calls for services as follows:

By-law Enforcement:

- 20 Untidy property investigations
- 38 Uncovered garbage
- Various other complaints

Taxi Regulation:

- 42 Taxi Driver Permits
- 10 Taxi Vehicle Permits

Animal Control:

33 Calls for Service were received that included:

- 10 Injured/dead animals
- 19 Roaming dogs
- 1 Violations issue cat roaming

Parking Enforcement:

79 Parking related violations were issued that included:

- 52 Expired meters
- 4 Parking on Sidewalk
- 25 Accessible Parking Regulations (Handicapped Parking Spaces)
- Various other parking violations (Private Land, Loading Zone, Wrong Direction, etc.)

Corner Brook Fire Department Received 50 Calls for services that included:

- 3 Motor Vehicle Accidents- Multiple Injuries
- 2 Motor Vehicle Accidents- No Injuries
- 1 Motor Vehicle Accident Entrap
- 6 Alarm Bells (Commercial)/Alarm Ringing
- 6 Alarm Bells (Residential)/Alarm Ringing


- 6 Bonfire
- 9 Bush Fires
- 1 Electrical Fire
- 2 Extra Services
- 1 Forest Fire
- 2 Smoke Visible/Smell (Residential)
- 2 Garbage Fire
- 1 Grass Fire
- 2 Non-Emergency Call
- 1 Odor
- 2 Structure Fire Commercial
- 1 Vehicle Fire
- 2 Water Rescue

Corner Brook Fire Department also conducted Fire and Life Safety Inspections including:

- 8 Commercial Inspections
- 7 Follow up Inspections
- 3 Home Oxygen Inspections

911 PSAP received 2986 calls for emergencies as follows:

- 715 - Ambulance
- 591 - Police
- 163 - Fire
- Other
 - 3 Crises
 - 2 Parks Canada
 - 1 Northern 911
 - 1 MRSC
 - 7 RoCP
- 1503 - Non-Transferred

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Prime Consulting Services. Georgetown Road Water Lateral Replacement	
Report Information	
Department: Community Services, Engineering, Development and Planning	RFD No:
Prepared By: J. Warford	Attachments: Consultant Fee Requests
	Council Meeting Date: June 17, 2019

Recommendation: Proposals were received from five (5) Engineering firms as follows:

Newfoundland Design Civil Limited	\$33,315.50
DMG Consulting Ltd.	\$45,356.00
Wood Environment & Infrastructure Solutions	\$54,821.42
SNC-Lavalin Inc.	\$71,579.94
CBCL Limited	\$90,976.27

The proposals for Prime Consulting Services were reviewed by staff and recommend proceeding with the lowest Proposal from Newfoundland Design Civil Ltd. with the price of \$33,315.50 (including HST).

Issue: The City of Corner Brook has requested Consultant Fee Proposals to select a Prime Consultant to perform associated work with Georgetown Road water lateral replacement.

Background: The City of Corner Brook is looking to provide detailed Engineering design, contract administration and inspection services for improvements to the water distribution system in the Georgetown Road area of the City of Corner Brook NL. Improvements are being made with the goal of replacing approximately 40 existing deteriorated copper water laterals on southern end of Georgetown Road from O'Connell Drive to Martin's Lane (approximately 500 metres). This section of water main and laterals are over 60 years old and was at the beginning of the water system in the Curling Area where the highest level of chlorine residuals occurred. Walls of copper laterals are thin and prone to leaks.

Options: *(What are 3 key options, what are the implications with each)*

1. Award the work to the lowest bidder as per the recommendation and proceed with the work. Work will be completed this year, leakage and waterline breakage will be reduced as well as reductions in service disruptions.
2. Do not award to the low bidder. Revise scope of work and either conduct another request for quotation or public request for proposal based on a new scope. A new scope is undetermined and would have to be investigated for example either to address lateral leakage and breakage problems in this or some other area or for a completely different area and project. Revision in scope will require approval of Government. Project will be delayed and potentially cancelled in favour of other work.
3. Cancel the project. Problems will continue in this area with leaking lines, breakages and service disruption and associated maintenance costs.



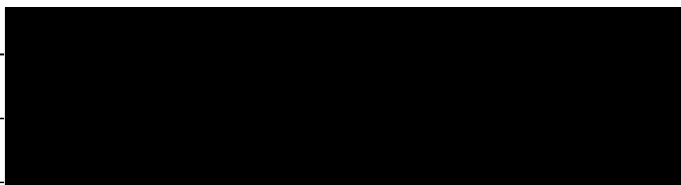

**City of Corner Brook
Request for Decision (RFD)**

Legal Review: None required

Governance Implications: Meets existing policy

Budget/Financial Implications: Funding budgeted under the 2017/2020 multiyear program

Environmental Implications: Project will be referred to the Provincial department of Municipal Affairs and Environment for approval

Prepared by: James Warford	
Director: Darren Charters	
City Clerk: Marina Redmond	
Date: June 7, 2019	
City Manager: Rodney Cumby	
Date: <i>June 12/19</i> <i>/</i> <i>/</i>	

Additional Comments by City Manager:

CONSULTANT FEE PROPOSAL

Project Name	Georgetown Road Water Lateral Replacement
Project Representative	James Warford, P.Eng
Firm	Newfoundland Design Civil Limited
Date Submitted	June 6, 2019

Consultant Fee Proposal

	Fee
<u>Project Scope of Work</u>	
Preliminary Engineering	\$ 640
Design and Contract Documents	\$ 6,852
Tendering and Contracts Award	\$ 906
Contract Administration	\$ 3,092
Project Completion Phase and Record Drawings	\$ 880
<u>Other Additional Services (at cost) - List Additional Required Services as required:</u>	
Service: Resident Inspection During Construction ** (see note below)	\$10,400
Service: Project Expenses for Professional Services	\$ 1,200
Total Basic and Other Services Fees (excluding HST)	
Additional Reimbursable Allowances per PCA	\$5,000
Sub – Total (excluding HST)	\$28,970

Notes:

****For the purpose of this quotation Resident Inspection is assumed to be 40 days.**

CONSULTANT FEE PROPOSAL

Project Name	Georgetown Road Water Lateral Replacement
Project Representative	James Warford, P.Eng
Firm	Newfoundland Design Civil Limited
Date Submitted	June 6, 2019

Hourly Rates for this Project

Additional work or changes in scope may occur. Please provide hourly rates for all discipline staff that will be assigned to this project and the fee for any additional work on an hourly basis.

These fees will be in force for the entire duration of the project.

Changes to the project team shall not be made without written approval from Municipal Affairs and Environment.

Professional	Rate	Assigned Team member
Senior Engineer	\$160/hr.	
Intermediate Engineer	\$120/hr.	
Junior Engineer		
Senior Architect		
Architect		
Architect Intern		
Senior Technologist	\$80/hr.	
Intermediate Technologist		
Junior Technologist		
Senior Technician	\$105/hr.	
Intermediate Technician		
Junior Technician		
Administrator	\$53/hr.	
Other: Site Inspector	\$65/hr.	

Schedule

☒ We have resources available to complete the design within the prescribed schedule.

☐ We propose the following schedule:

Addendum

☒ We acknowledge receipt of 1 addendum issued for this project.

Other Comments

CONSULTANT FEE PROPOSAL

Project Name	Georgetown Road Water Lateral Replacement
Project Representative	James Warford, P.Eng
Firm	Newfoundland Design Civil Limited
Date Submitted	June 6, 2019


Consultant Representative

Name

Signature

President

Title

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: City Hall Emergency Lighting Design 2019-27	
Report Information	
Department: Community Services, Engineering, Development and Planning	Attachments: Bid Submissions
Prepared By: J. Warford	Council Meeting Date: June 17, 2019

Recommendation: Tenders for the City Hall Emergency Lighting Design were received from the following four Contractors:

ECO Contracting Limited	\$91,875.80 (HST Included)
Industrial Commercial Maintenance Limited	\$93,290.30 (HST Included)
Giant Electrical	\$107,798.67 (HST Included)
Vision Electrical Limited	\$129,617.94 (HST Included)

The Tenders were reviewed by staff and recommend proceeding with the lowest Tender from ECO Contracting Limited for the Tender price of \$91,875.80 (including HST).

Issue: The City of Corner Brook has requested bids to replace the City Hall Emergency Lighting System.

Background: The Corner Brook City Hall Emergency Lighting System has failed and requires replacement. The existing system is no longer manufactured and cannot be repaired. Provisional measures are in place for key areas.

Options: *(What are 3 key options, what are the implications with each)*


1. Award the work to the lowest bidder as per the recommendation and proceed with the work. Work will be completed this year.
2. Do not award to the low bidder. Revise scope of work and either conduct another request for quotation or public request for proposal based on a new scope. Note that an Engineering Consultant has already investigated and this has been determined to be the best option.
3. Cancel the project. Measures would have to be implemented to meet National Building Code of Canada (NBCC) requirements. Provisional system must stay in place until a permanent system is installed.

Legal Review: None required

Governance Implications: Meets existing policy

Budget/Financial Implications: Funding covered under the maintenance budget.

Environmental Implications: None.

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
--	--

Prepared by: James Warford	[Redacted]	
Director: Darren Charters		2019/06/13.
City Clerk: Marina Redmond		
Date: June 7, 2019		
City Manager: Rodney Cumby	[Redacted]	
Date:		June 13/19

Additional Comments by City Manager:

TENDER EVALUATIONCONTRACT NO: 2019-27DATE: June 11, 2019CONTRACT NAME: City Hall Emergency Lighting DesignBIDDER: ECO Contracting

		<u>YES</u>	<u>NO</u>
--	--	-------------------	------------------

TENDER FORM

1.	Signatures & Witness	✓	
2.	Corporate Seal	✓	
3.	Are all Addenda acknowledged?	✓	
4.	Are there any qualifying/additional clauses?		✓
5.	Check Appendix "B" (if requested)	N/A	

SCHEDULE OF QUANTITIES & PRICES (Appendix A)

1.	Are extensions correct?	N/A	
2.	Is total correct?	N/A	
3.	Are Unit Prices entered for each item?	N/A	
4.	Does Total Price conform to Item 1 of Tender Form?	N/A	
5.	Is HST included?	✓	
6.	Check Mobilization/Demobilization (<5% of Tender)	N/A	
7.	Check for unbalanced Unit Price for Rock vs. Common Material	N/A	

BID SECURITY

1.	Is Bonding amount correct?	✓	
2.	Is Certified Check acceptable as per Contract Documents?	N/A	
3.	Is Check of correct amount & properly certified?	N/A	
4.	Is Bond signed & sealed by Bonding Company & Contractor?	✓	
5.	Check Date & Expiry Date	✓	

Comments: NO ISSUES WITH BID.Reviewed By: MARK KENNEDY

JUNE 11, 2019

12:06 PM

E. N.
J. W.
mk**STIPULATED PRICE TENDER**Tender for: Corner Brook City Hall Emergency Lighting DesignTo: Office of the City ClerkCity of Corner Brook
P. O. Box 1080
5 Park Street
Corner Brook, NL A2H 6E1From: ECO Contracting Ltd.
(name of tenderer)Suite 1, 2 Mount Bernard Avenue
(address)
Corner Brook, NL
A2H 0C6

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

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

Ninety One Thousand Eight Hundred SeventyFive Dollars and Eighty Cents Dollars

(\$ 91,875.80) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tender documents.

2. The Work will be substantially performed within 60 working days from the date of notification of award of contract.

Stipulated Price Tender
Page 1 of 4

3. WE ENCLOSE HERewith if required by the Instructions to Bidders

- (a) A Bid Bond in an acceptable form and correct amount issued by a company licenced to carry on such a business in the Province of Newfoundland and Labrador or
- (b) A certified cheque in the correct amount.

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

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

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

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

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

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

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

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

8. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
9. WE hereby acknowledge receipt of the following addenda:
- Addendum No. 1, 2, 3
- Addendum No. _____
10. In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

Signatures

Firm Name: ECO Contracting Ltd.

Address: Suite 1, 2 Mount Bernard Avenue, Corner Brook, NL

Postal Code: A2H 0C6 E-Mail admin@ecocontracting Ltd.ca

Ph # (709) 639-0998 Fax # (709) 634-0587



Signing Officer

Corporate Seal

Signing Officer



Witnessed by

Stipulated Price Tender
Page 3 of 4

APPENDIX "A"

LIST OF SUBCONTRACTORS

Herewith is the list of Subcontractors and suppliers whose bids have been used in the preparation of this Stipulated Price Tender.

submitted by: ECO Contracting Ltd.
(name of tenderer)

to: City of Corner Brook
(name of owner)

dated June 11, 2019 and which is an integral part of the above noted tender.

Division of Work	Name of Subcontractor
N/A	

Intact Insurance Company

BID BONDStandard Construction Document
CCDC 220 - 2002No. 935222620-19-03Bond Amount 10% of Tender Price

Eco Contracting Limited

_____ as Principal,
 hereinafter called the Principal, and Intact Insurance Company
 a corporation created and existing under the laws of Canada and duly authorized to transact
 the business of Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Corner Brook

as Oblige, hereinafter called the Oblige, in the amount of
Ten Percent of Tender Price (10% of Tender Price)
 lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs,
 executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Oblige, dated May 04, 2019 for
CORNER BROOK CITY HALL EMERGENCY LIGHTING DESIGN, PROJECT NO. 663851, CONTRACT NO. 2019-27

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period
 prescribed in the Oblige's bid documents, or, if no time period is specified in the Oblige's bid documents, within
Thirty (30) days from the closing date as specified in the Oblige's bid documents, and
 the Principal enters into a formal contract and gives the specified security, then this obligation shall be void;
 otherwise, provided the Oblige takes all reasonable steps to mitigate the amount of such excess costs, the
 Principal and the Surety will pay to the Oblige the difference in money between the amount of the bid of the
 Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter
 amount be in excess of the former.

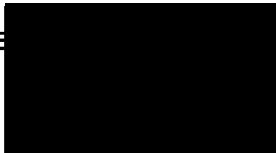
The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

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

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

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated May 17, 2019

SIGNED and SEALED
 in the presence of



Eco Contracting Limited



Principal

Name of person signing

President

Intact Insurance Company



Copyright 2002

Canadian Construction Documents Committee

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

Intact Insurance Company

Bond No: 935222620-19-03

SURETY'S AGREEMENT TO BOND

WHEREAS

Eco Contracting Limited

(the "Principal") has submitted a written tender to

City of Corner Brook

(the "Obligee") dated May 04, 2019 (the "Tender Date") concerning:
CORNER BROOK CITY HALL EMERGENCY LIGHTING DESIGN, PROJECT NO. 663851, CONTRACT NO. 2019-27

and the condition of this obligation being such that the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or if no time period is specified in the Obligee's bid documents, within Thirty (30) days from the closing date of the tender.

We Intact Insurance Company (Surety Company),
 a corporation created and existing under the laws of Canada and duly
 authorized to transact the business of Suretyship in **Canada** as Surety, agree to issue for the
 Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

1. a Contract Performance Bond in favour of the Obligee for
Fifty Percent of the contract price (50%)

conditioned for the performance of the work described herein and the contract between the
 Contractor and Obligee.

2. a Labour & Material Payment Bond in favour of the Obligee for
Fifty Percent of the contract price (50%)

with respect to the above mentioned project.

Provided, however, this consent shall be null and void unless an application for such bond(s) is
 delivered to the Surety by the Principal within thirty (30) days following the date the contract is
 awarded to the Principal or executed by the Principal, whichever is earlier.

SIGNED, SEALED AND DATED May 17, 2019

Intact Insurance Company

b.002

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
--	---

Subject Matter: Asphalt Paving Program 2019-29	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments: Tender Submissions
Prepared By: Jim Warford	Council Meeting Date: June 17, 2019

Recommendation: Tenders for the Asphalt Paving Program 2019-29 closed on June 12, 2019 with the following two (2) bids received:

Marine Contractors Inc.	\$3,212,668.75
Mike Kelly & Sons Ltd.	\$3,678,424.50

Tenders were reviewed by staff and recommend proceeding with the lowest Tender from Marine Contractors Inc. for the Tender price of \$3,212,668.75 (HST Included)

Proposed Resolution: Be it **RESOLVED** to award the Asphalt Paving Program 2019-29 to Marine Contractors INC. for the amount of \$3,212,668.75 (HST included).

Issue: The City of Corner Brook has requested bids to replace asphalt and road repair around the City.

Background: Numerous roads around Corner Brook are in need of intensive repairs and new asphalt. There was an assessment completed by staff to determine a street rehabilitation program. Through the Tendering process the City of Corner Brook received two Tender submissions; from Marine Contractors Inc and Mike Kelly and Sons Ltd. It is staff's recommendation to award the contract to the low bidder Marine Contractors Inc.

Options:


1. That the Council of the City of Corner Brook execute the agreement with Marine Contractors negotiate amendments to bring the project back within budget and scope while still meeting the funding objectives.
2. That the Council of the City of Corner Brook not execute the Contract with Marine Contractors Inc.
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review: NA

Governance Implications:

Budget/Financial Implications: \$2,785,375.00

Environmental Implications: NA

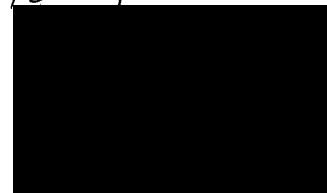
	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
--	--

<p>Prepared by: Jim Warford</p>		
<p>Director: Darren Charters</p>		<p align="right"><i>2019/06/14</i></p>
<p>City Manager: Rodney Cumby</p>		
<p>Date: June 14, 2019</p>		

Additional Comments by City Manager:



June 12/2019
12:05 pm



GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FORM
UNIT PRICE CONTRACT

Tender for: Asphalt Paving Program 2019
Contract # 2019-29

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

Gentlemen,

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

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

Three million two hundred twelve thousand, six hundred sixty eight dollars

and seventy five cents.

(\$ 3,212,668.75) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tendering documents.

2. The Work will be substantially performed within 65 (sixty-five) working days from the date of notification of award of contract.
3. WE ENCLOSE HERewith if required by the Instructions to Bidders
 - (a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE OF TENDERER

Firm Name: Marine Contractors Inc.

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


Postal Code: A2H 6G1

E-Mail info@marinecontractors.ca

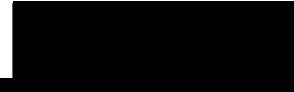
Ph # 709-639-2330

Fax # 709-686-5237


Corporate Seal



Signing Officer



Signing Officer



Witnessed by

APPENDIX "A"
TENDER PRICE TABLE

Schedule of Quantities and Prices

No.	Tender Item Description	Unit	Quantity	Unit Price	Amount
<div style="border: 1px solid black; padding: 20px; margin: 20px auto; width: 80%;"> <p>SEE APPENDIX "A" SCHEDULE OF QUANTITIES AND PRICES</p> </div>					
SUB TOTAL TENDER AMOUNT					
HARMONIZED SALES TAX (HST)					
TOTAL TENDER AMOUNT (Transfer Total Tender Amount to Section 1 on page 1 of the Tender Form)					

Notes:

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

Appendix "B"

List of Sub-Contractors

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

This appendix was completed and submitted by:

Name _____

Address _____

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

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

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

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

The Quantities set out in this schedule are estimated quantities only and are not to be taken as final quantities by the contractor. The unit prices bid shall include all labour, plant, materials, overhead, duties, and profit and all other obligation and liabilities under the contract. Do not include taxes in unit or lump sum prices, taxes due to be added on the last page of this schedule as indicated on the bottom. Totals shall be determined by multiplying the quantity by the tendered unit price.

SECTION	DESCRIPTION	Unit	Quantity	Unit Price	Total
Part A: General Items					
DIVISION 1					
1010	<u>Mobilization & Demobilization</u> <u>(not greater than 5% if on the Island, or 10% if in</u> <u>Labrador, or 15% north of Cartwright, of item a. "sub-</u> <u>total" on last page)</u>	L.S.	Unit	6,700.00	\$ 6,700.00
			Subtotal Part A:		\$ 6,700.00
Part B: Federal Gas Tax Funding					
DIVISION 1					
1580	<u>Projects Signs & Signposts & Installation</u> Project Sign	L.S.	Unit	1,000.00	\$ 1,000.00
DIVISION 2					
2070	<u>Site work, Demolition & Removal of Structures</u>				
	1. Removal of Curb and Gutter	m	305	25.00	\$ 7,625.00
	2. Removal of Concrete Sidewalk	m	60	25.00	\$ 1,500.00
2104	<u>Landscaping, Seeding, Sodding & Tree Preservation</u>				
	1. Supply & Placing Topsoil	m ²	25	50.00	\$ 1,250.00
	2. Supply & Placement of Sods	m ²	25	50.00	\$ 1,250.00
2224	<u>Roadway Excavation, Embankment & Compaction</u> Mass Excavation & Backfill				
	1. Common	m ³	400	18.00	\$ 7,200.00
	Imported Backfill				
	1. Rock (150mm minus)	tonne	550	22.00	\$ 12,100.00
	2. Common	tonne	150	22.00	\$ 3,300.00
2231	<u>Scarifying & Reshaping</u> Scarifying & Reshaping incl. Compaction	m ²	680	5.00	\$ 3,400.00
2233	<u>Selected Granular Base & Sub Base Materials</u>				
	1. Class "A" Granular Base	tonne	80	30.00	\$ 2,400.00
	2. Class "B" Sub-Base	tonne	275	29.00	\$ 7,975.00
	3. Class "A" Shouldering	tonne	480	40.00	\$ 19,200.00
2528	<u>Concrete Walk, Curb & Gutters</u>				
	1. Supply & Place Granular Base Material	m ³	75	67.00	\$ 5,025.00
	2. Concrete Walks (1200mmx150mm)	m	60	140.00	\$ 8,400.00
	3. Curb and Gutter - Slip Form	m	270	125.00	\$ 33,750.00
	4. Curb and Gutter - Non Slip Form	m	44	350.00	\$ 15,400.00

SECTION	DESCRIPTION	Unit	Quantity	Unit Price	Total
2547	<u>Asphalt Tack Coat</u>				
	5. Supply and Placement of Asphalt Tack Coat	m ²	60750	2.00	\$ 121,500.00
2552	<u>Hot Mix Asphalt Concrete Paving</u>				
	Asphalt Concrete				
	1. Base Course	tonnes	1000	195.00	\$ 195,000.00
	2. Surface Course	tonnes	7530	195.00	\$ 1,468,350.00
2574	<u>Reshaping & Patching Asphalt Pavement</u>				
	1. Removal of Asphalt Pavement - Stripping	m ²	1000	10.00	\$ 10,000.00
	2. Removal of Asphalt Pavement - Reprofilling	m ²	58250	5.00	\$ 291,250.00
	3. Cutting of Asphalt Pavement	m	300	10.00	\$ 3,000.00
	4. Channel Cut	m	920	10.00	\$ 9,200.00
2601	<u>Manholes, Catch Basins, Ditch Inlets & Valve Chambers</u>				
	Reconstruct & Adjustment Utilities to Grade & Alignment				
	1. Manholes - Adjust Existing	Each	68	550.00	\$ 37,400.00
	2. Manholes - Adjust with Mechanical Riser Ring	Each	56	850.00	\$ 47,600.00
	3. Catch Basins - Adjust Existing	Each	65	550.00	\$ 35,750.00
	4. Catch Basins - Adjust with Concrete Ring	Each	55	850.00	\$ 46,750.00
	5. Valve Box - Adjust Only	Each	21	250.00	\$ 5,250.00
	6. Valve Box - New Cover and Sleeve	Each	26	550.00	\$ 14,300.00
Subtotal Part B:					\$ 2,416,125.00

Part C: Small Community Funding**DIVISION 1**

1580	<u>Projects Signs & Signposts & Installation</u>				
	Project Sign	L.S.	1	1,000.00	\$ 1,000.00

DIVISION 2

2233	<u>Selected Granular Base & Sub Base Materials</u>				
	Class "A" Shouldering	tonne	120	40.00	\$ 4,800.00
2547	<u>Asphalt Tack Coat</u>				
	Supply and Placement of Asphalt Tack Coat	m ²	4600	2.00	\$ 9,200.00
2552	<u>Hot Mix Asphalt Concrete Paving</u>				
	Asphalt Concrete				
	Surface Course	tonnes	750	195.00	\$ 146,250.00
2574	<u>Reshaping & Patching Asphalt Pavement</u>				
	1. Removal of Asphalt Pavement - Reprofilling	m ²	4600	10.00	\$ 46,000.00
	2. Channel Cut	m	50	10.00	\$ 500.00
2601	<u>Manholes, Catch Basins, Ditch Inlets & Valve Chambers</u>				
	Reconstruct & Adjustment Utilities to Grade & Alignment				
	1. Manholes - Adjust Existing	Each	3	550.00	\$ 1,650.00
	2. Manholes - Adjust with Mechanical Riser Ring	Each	4	850.00	\$ 3,400.00
	3. Catch Basins - Adjust Existing	Each	4	550.00	\$ 2,200.00
	4. Catch Basins - Adjust with Concrete Ring	Each	5	850.00	\$ 4,250.00
	5. Valve Box - Adjust Only	Each	3	250.00	\$ 750.00

"SCHEDULE OF QUANTITIES AND PRICES

Revision Date: February 2019

Asphalt Paving 2019"

SECTION	DESCRIPTION	Unit	Quantity	Unit Price	Total
	6. Valve Box - New Cover and Sleeve	Each	4	550.00	\$ 2,200.00
	Subtotal Part C:				\$ 222,200.00

Part D: Lundrigan Drive and Asphalt Patching Funding**DIVISION 2**

2547	<u>Asphalt Tack Coat</u> Supply and Placement of Asphalt Tack Coat	m ²	1650	2.00	\$ 3,300.00
2552	<u>Hot Mix Asphalt Concrete Paving</u> Asphalt Concrete Surface Course	tonnes	220	195.00	\$ 42,900.00
2574	<u>Reshaping & Patching Asphalt Pavement</u> 1. Removal of Asphalt Pavement - Reprofilng	m ²	1650	10.00	\$ 16,500.00
	2. Patching of Asphalt Pavement	m ²	1200	70.00	\$ 84,000.00
	3. Channel Cut	m	30	10.00	\$ 300.00
2601	<u>Manholes, Catch Basins, Ditch Inlets & Valve Chambers</u> Reconstruct & Adjustment Utilities to Grade & Alignment				
	1. Catch Basins - Adjust Existing	Each	2	550.00	\$ 1,100.00
	2. Valve Box - Adjust Only	Each	2	250.00	\$ 500.00
	Subtotal Part D:				\$ 148,600.00

A. Total of Part A, B, C and D \$ 2,793,625.00B. H.S.T 15% of A \$ 419,043.45C. Grand Total \$ 3,212,668.75(Carry Forward to Page 1
of Tender Form)



Sovereign General Insurance

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

BID BOND

Standard Construction Document

CCDC 220 – 2002

No. 64037820-16-19

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

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

WHEREAS, the Principal has submitted a written bid to the Oblige, dated **12TH** day of **JUNE**, in the year **2019** for

ASPHALT PAVING PROGRAM 2019, CONTRACT NO. 2019-29

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

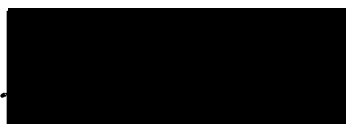
The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

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

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

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated **6TH** day of **JUNE**, in the year **2019**.

SIGNED and SEALED
in the presence of



MARINE CONTRACTORS INC.

[Redacted signature]

Signature

President

Name of person signing

THE SOVEREIGN GENERAL INSURANCE COMPANY




Wesley Foota, Attorney In Fact



Copyright 2002

Canadian Construction Documents Committee

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

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Execution of Agreement: Advertising Rights for Civic Center Digital Signs	
Report Information	
Department: PWWW	RFD No:
Prepared By: Donald Burden	Attachments: Form of Agreement
	Council Meeting Date: June 17, 2019

Recommendation: to approve the execution of the agreement fir Advertising Rights for the Civic Center Digital Signs between the City of Corner Brook and Digital Advertising Solutions.

Issue: The City of Corner Brook issued a request for proposals pertaining to advertising rights for the Civic Center Digital Signs. The contract guarantees the exclusive rights to provide advertising services using the one current exterior digital sign and three current interior digital signs for the period between July 1st, 2019 and June 30, 2022. The following proposal was received:

Digital Advertising Solutions – Fifty percent (50%) of all gross sales including a guarantee of \$700 per month.

Background: The Civic Center Exterior Digital Sign was installed in 2016. Since that time Civic Center staff has managed the advertising on this sign with limited success. Staff feels that the sign would be better managed and revenues to the Civic Center would be increased if the advertising on this sign was managed by a third party.

Options:

1. Civic Center Staff continue to manage the advertising on this digital signage. Limited expertise and outreach may be limited revenues to the Civic Center.
2. Corner Brook City Council approve the agreement with Digital Advertising Solutions to manage the advertising on the digital signs in an attempt to increase revenue.
- 3.



Legal Review: Reviewed by Director of Finance and Administration

Governance Implications: City of Corner Brook Act: Section 10

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Budget/Financial Implications: Increased revenue for Civic Center. Minimum of \$8,400.00 per year.

Environmental Implications: N/A

Prepared by: Donald Burden
Director: Donald Burden
City Clerk: Marina Redmond
Date:
City Manager: Rodney Cumby 
Date: June 4/19 

Additional Comments by City Manager:

This Agreement made in duplicate dated this ____ day of _____, 2019 at the City of Corner Brook in the Province of Newfoundland and Labrador.

BETWEEN **Corner Brook City Council**, a body corporate duly continued pursuant to the City of Corner Brook Act, R.S.N.L. 1990, c. C-15, as amended (hereinafter referred to as "the City")

AND **75427 Newfoundland and Labrador Inc.** doing business as Digital Advertising Solutions (hereinafter referred to as "DAS")

WHEREAS the City requires the management of digital sales and graphic design for the digital inventory at the Civic Centre (hereinafter referred to as the CBCC); particularly the digital sign at the intersection of O'Connell and University Drive (hereinafter referred to as "the Sign") and the indoor digital screens (hereinafter called "Displays").

AND WHEREAS DAS is will provide sales services and digital management services to the City on the terms and conditions specified herein;

NOW THEREFORE IN CONSIDERATION of the sum of \$1.00 and other valuable consideration (the receipt and sufficiency of is hereby acknowledged by both parties hereto) now paid by each party to the other, the parties hereby agree as follows:

1. The City shall provide DAS unlimited access to the Sign and Displays for a period of three (3) years (the "Term"), subject to such rights of early termination as are otherwise set out in this Agreement. The Term shall commence on July 1, 2019 (the "Commencement Date").
2. DAS covenants with the City to:
 - a) Manage scheduling of all paid (advertising sold to Clients of DAS) and in house (advertising for the purposes determined by the City and Civic Centre Management including but not limited to PSA (Public Service Announcements), promotion of concerts, shows, galas or any activity held or promoted by the City or Civic Centre) content on the Sign and Displays.
 - b) Adhere to rates, rules, policies and regulations with respect to the Sign and Displays as determined by the CBCC.
 - c) Will honor any existing advertising contracts in current form at the outset of this agreement and for the duration of the contract.
 - d) Address all content creation needs of CBCC clients with respect to digital ad content with no additional cost to the CBCC.
 - e) Manage all inbound calls / requests directly from clients and potential clients as it relates to the Sign and Displays at CBCC.
 - f) Provide clients with follow up calls throughout their campaign to ensure they are satisfied with service. All customer issues will be communicated to CBCC.
 - g) Communicate any hardware / performance issues with respect to the Sign & Displays to CBCC.
 - h) Any hardware and / or software performance issues of equipment owned by DAS related to the ability to display ads will be remedied by DAS and at the sole expense of DAS.
 - i) Invoice clients and maintain accurate financial records of ad sales in an open and transparent manner for the Sign and Displays under DAS management. This would be addressed by setting up respective projects in accounting software to manage all transactions relating to all digital billboard ad sales on CBCC digital advertising assets.
 - j) CBCC staff or representative may contact DAS staff at any time to inquire about all financial

records relating to CBCC digital advertising assets under DAS management.

- k) On or before the last calendar day of each month from the commencement date, DAS will provide CBCC with an accounting software generated summary of gross sales by client for the previous month.
- l) By the last calendar day of each quarter from the commencement date (September 30th, December 31st, March 31st, and June 30th), DAS will provide the CBCC with the compensation due to CBCC, as calculated in accordance with Paragraph 4, for the sales for the previous quarter.
- m) Actively sell advertising space on non-digital advertising assets inside the CBCC with no compensation.
- n) Provide two weeks of complimentary advertising on five DAS indoor digital billboards for any new business that registers with the City.
- o) Provide the City with one complimentary 15 seconds ad slot on all DAS indoor digital billboards in the City (inventory permitting). There are approximately 19 indoor digital billboards in Corner Brook, all with available inventory.
 - (a) Current indoor billboard locations include
 - I. Corner Brook Plaza (x3)
 - II. Health and Performance Clinic (x3)
 - III. Millbrook Mall (x2)
 - IV. Humber Community YMCA (x1)
 - V. Corner Brook CNA Campus (x4)
 - VI. Veitch Wellness Centre (x4)
 - VII. Corner Brook Visitor Information Centre (x1) Seasonal
 - VIII. Buck or Two Murphy Square (x1)
- p) Provide the City with a discount of 50% on additional indoor ad slots that they may want to buy to increase the intensity of their message delivery.
- q) Provide the City with a discount of 50% (on regular monthly rate) on outdoor digital billboards owned by DAS. This would be limited to four ads in total per month.
- r) Provide creative design on all ads COCB wants published on DAS indoor / outdoor digital billboards, at no cost provided the City gives DAS creative elements (copy, images, video, etc) and three days' notice prior to wanting content on billboards.

3. The City covenants with DAS:

- a. To provide DAS one complimentary dasher board for advertising and provide DAS a 50% discount on any additional non-digital advertising at the CBCC.
- b. The maintenance and any related expenses to remedy hardware and / or software performance issues related to the ability to display ads, owned the CCCB will be the sole responsibility of CCCB;

4. Payments

DAS shall pay to the City on a quarterly basis:

- a) 50% of all gross revenue generated from advertising sales on three indoor and one outdoor digital billboard existing and owned by the City at CBCC;
- b) 50% of all gross revenues generated from advertising sales on any additional digital billboards installed at the CBCC during the term of this agreement.

The minimum monthly payment from DAS to the City for this agreement shall be seven hundred dollars (\$700).

5. Term of Contract

- a) The contract will be in effect for a three year term effective on the commencement date of this agreement. Subject to the approval of both parties, there shall be an option to renew for an additional three year term. The option must be exercised, in writing by both parties at least one hundred and eighty (180) days prior to the expiry of the agreement.

5. The City reserves the right to cancel or alter any content related to any advertising on the Sign or Displays.
6. Either party may terminate this Agreement by providing the other party with at least six (6) months written notice. Neither party shall be entitled to any 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.
7. Notwithstanding the Term set out in this agreement, if at any time DAS is in default in the performance of any covenants, terms and conditions herein set forth to be performed, the City shall have the right to terminate this Agreement forthwith by serving DAS with a written notice of its' intention to terminate containing the date on which the termination will be effective and the reason(s) for termination. In such instance, DAS shall not be entitled to any 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.
8. Any notice, document or other communication required or permitted to be given hereunder shall be sufficiently given if delivered or sent by prepaid registered mail or hand delivered as follows:

To the City at: c/o City Clerk
5 Park Street
P.O. Box 1080
Corner Brook, NL A2H 6E1

To DAS at: Ray Brake
1 West Avenue
P.O. Box 7
Corner Brook, NL A2H 3B7

Each of the parties shall be entitled to specify a different address by giving notice in writing in accordance with the terms hereof. Any such notice, if mailed, shall be deemed to have been given on the fifth (5th) business day following mailing.

9. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither this Agreement nor any variation or modification of this Agreement or waiver of any terms or provisions hereof shall be deemed valid and binding unless in writing and signed by an Officer of the Parties. Failure by either party to enforce any terms hereof shall not be deemed a waiver of future enforcement of that, or any other term.
10. DAS agrees that in performance of its services under this agreement neither DAS nor any person employed by or acting as agent for DAS shall be or be deemed to be an officer, servant or agent of the City or Corner

Brook City Council. DAS and its employees and agents shall act throughout as independent contractors and shall not be or be deemed to be an employee or agent of the City or Corner Brook City Council.

11. DAS shall indemnify the City against all claims by any person, firm or corporation arising from the conduct of work by or through any act of negligence of DAS or any agent, contractor, servant, employee or licensee of DAS, and against all costs, counsel fees, expenses and liabilities incurred in relation to any claim or action or proceeding brought thereon.
12. The City and Corner Brook City Council shall not be liable for any death or injury of any kind to any person or persons (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) or with respect to any loss of or damage to property arising out of any act or omission of DAS its servants or agents in the performance of his, her, its or their obligations under this Agreement. DAS shall indemnify and save the City of Corner Brook and Corner Brook City Council harmless from and against all claims, demands, losses, costs, debts, damages, expenses, actions, suits or other proceedings and all liability therefrom arising.
13. DAS shall, at all times and at its own expense maintain in force commercial general liability insurance and shall provide the City with certificates of a policy or policies of an insurance company or companies for :
 - a) Liability insurance for bodily injury and death with a limit of not less than Two Million (\$2,000,000.00) dollars.

Every policy or policies of insurance maintained by DAS shall name the City an insured and provide for cross-liability coverage. A certificate of such coverage (s) shall be furnished to the City on or before the commencement date, thereafter annually on the anniversary of commencement, and at such other times as required by the City within five (5) days of request of the City.
14. 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.
15. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, arrangements, communications or understandings, written or oral, relative to the services unless specifically incorporated herein.
16. The termination of this Agreement shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this indenture which has accrued up to the date of such termination but not been properly satisfied or discharged.
17. No amendment to or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by the hands of their officers in that behalf duly authorized.

SIGNED SEALED AND DELIVERED by
DAS in the presence of:

Witness

Director

Witness

Director

SIGNED SEALED AND DELIVERED by
The City in the presence of:

Witness

Mayor or Deputy Mayor

Witness

City Clerk or CAO

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Agreement for Supply and Installation of Blade Signs	
Report Information	
Department: CEDP	RFD No:
Prepared By: Manas Mukhopadhyay	Attachments: Agreement, Application Form
	Council Meeting Date: 17 June 2019

Recommendation: Staff recommend Option 1, that Council approve the attached agreement with Speedpro Signs and that the following motion be supported:

Be it RESOLVED that the Council of the City of Corner Brook execute the agreement with Speedpro Signs for the supply and installation of Blade Signs, for a period of 6 months, commencing on the date of signature of the agreement.

Issue: This agreement formalizes the appointment of Speedpro and their duties, rights and obligations.

Background: Blade Signs form an important part of the recently launched FACE program, recognizing the fact that they considerably improve the Store's visibility and attract more visitors. Through an RFP process, Speedpro Signs (the only submission received) has been selected to provide the design, manufacture and installation services to business applicants.

Options:

1. That the Council of the City of Corner Brook execute the agreement with Speedpro Signs for the supply and installation of Blade Signs, for a period of 6 months, commencing on the date of signature of the agreement.
2. That the Council of the City of Corner Brook not execute the agreement with Speedpro Signs for the supply and installation of Blade Signs, for a period of 6 months, commencing on the date of signature of the agreement.
3. That the council of the City of Corner Brook give other direction to Staff.

Legal Review: N/A

Governance Implications: City regulation on Overhanging Advertisements and Canopies on City Right-of-Ways.



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

Governance Implications: City regulation on Overhanging Advertisements and Canopies on City Right-of-Ways.

Budget/Financial Implications: Being a part of FACE, Budget already approved. It is proposed that a provision of \$5,000 be made exclusively for Blade Signs from the overall FACE budget of \$50,000

Environmental Implications: None

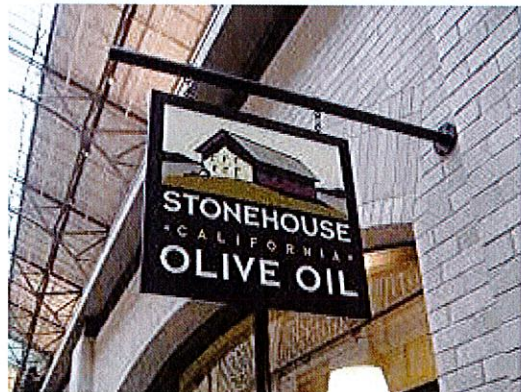
Prepared by: Manas Mukhopadhyay	
Director:	
City Clerk: Marina Redmond	
Date:	
City Manager: Rodney Cumby	
Date: June 12/19	

Additional Comments by City Manager:



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

Examples of Blade Signs



**AGREEMENT FOR SUPPLY AND INSTALLATION OF
BLADE ADVERTISING SIGNS**

7.1

THIS AGREEMENT made at the City of Corner Brook in the Province of Newfoundland & Labrador this _____ day of _____ Anno Domini two thousand and nineteen.

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

AND **GILLETT'S HOLDING LTD.** doing business as **Speedpro Signs**, a body corporate duly registered in the Province of Newfoundland and Labrador hereinafter called "Speedpro".

WHEREAS the City requires the supply and installation of Blade Advertising Signs, hereinafter called "Blade Signs" funded in full or in part by the City under its Façade Appeal Comprehensive Enhancement (FACE) program, at approved business premises.

AND WHEREAS Speedpro will provide sale and installation services of Blade Signs at approved business premises on the terms and conditions specified herein;

NOW THEREFORE IN CONSIDERATION of the sum of \$1.00 and other valuable consideration (the receipt and sufficiency of is hereby acknowledged by both parties hereto) now paid by each party to the other, the parties hereby agree as follows:

1. OPERATION

- A. The City hereby appoints Speedpro its sole agent with exclusive rights for sale and installation of Blade Signs at approved business premises under the FACE program for a term of six (6) months ("The Term") commencing on the signing day of this Agreement (the "Commencement Date").
- B. Speedpro agrees to supply and install Blade Signs at the request of The City at all approved business locations during The Term as per the requirements provided in Schedule A of this Agreement and in compliance with all regulations in force.

2. CITY COVENANTS

The City covenants to:

- A. Receive applications for Blade Signs under FACE program from business establishments and after initial review and confirmation of their eligibility, will direct them to Speedpro for design, manufacture and installation at the approved locations. A copy of the approval letter to the applicant will be forwarded to Speedpro.

3. CONTRACTOR COVENANTS

The Contractor covenants to:

- A. Receive the request from the business and confirm its bonafides.
- B. Design, manufacture and install the Blade Sign at the location approved by the City.
- C. Provide warranty on all materials and workmanship for a period of twelve (12) months from the date of installation
- D. Prepare Invoices for the business applicant and The City in accordance with the details provided in Clause 4 below.

4. FINANCIAL TERMS & ARRANGEMENTS

- A. Speedpro will provide services to the approved business applicant up to an overall maximum limit of \$424 (plus HST), with individual maximum limits of:
 - Mounting Bracket: \$150.00 plus HST
 - Double-sided Blade Signs: \$129.00 plus HST
 - Installation/hardware: \$145.00 plus HST
 - No Design Fee will be charged for the first 30 minutes. Design fee for additional time (after the first 30 minutes) will be \$65 per hour plus HST.
- B. Charges that exceed the above maximum limits (individually or overall) due to additional design requirement (over 30 minutes) or material/services as requested by the business applicant, will be collected directly from the business applicant.
- C. Speedpro will forward the invoice showing breakdown of all costs to The City along with proof of all payments received from the business applicant, if any. The City shall reimburse Speedpro up to the maximum limits set out above subject to the individual maximum limits specified above.

- D. The Mounting Bracket being procured by Speedpro from external sources, in case of unavailability of the right product or for an increase in its price, Speedpro will inform The City explaining the situation in writing and The City may, at its own discretion, consider an increase of the reimbursement limit only for the Mounting Bracket, on a case-by-case basis. This provision will not apply to the maximum reimbursement limits of other items.

5. TERM OF CONTRACT:

The contract will be in effect for a term of 6 months effective the signing date of this Agreement. Subject to the approval of both parties, there shall be an option to renew the Agreement for an additional term, up to but not exceeding one year. The option must be exercised in writing by both parties at least forty-five (45) days prior to the expiry of the agreement.

6. TERMINATION:

- A. If at any time Speedpro is in default in the performance of any covenants, terms and conditions herein set forth to be performed, The City shall have the right to terminate this Agreement forthwith by serving Speedpro with a written notice of its intention to terminate containing the date on which the termination will be effective and the reason(s) for termination. In such instance, Speedpro shall not be entitled to any 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.
- B. Either party may terminate this Agreement by providing the other party with at least sixty (60) days written notice. Neither party shall be entitled to any 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.

7. COMMUNICATION

Any notice, document or other communication required or permitted to be given hereunder shall be sufficiently given if delivered or sent by prepaid registered mail or hand delivered as follows:

To the City at: c/o City Clerk
5 Park Street

P.O. Box 1080
 Corner Brook, NL A2H 6E1

To Speedpro at: Elmer Gillett
 318 O'Connell Dr.
 Corner Brook, NL A2H 6C9

Each of the parties shall be entitled to specify a different address by giving notice in writing in accordance with the terms hereof. Any such notice, if mailed, shall be deemed to have been given on the fifth (5th) business day following mailing.

8. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither this Agreement nor any variation or modification of this Agreement or waiver of any terms or provisions hereof shall be deemed valid and binding unless in writing and signed by an Officer of the Parties. Failure by either party to enforce any terms hereof shall not be deemed a waiver of future enforcement of that, or any other term.
9. Speedpro agrees that in performance of its services under this agreement neither Speedpro nor any person employed by or acting as agent for Speedpro shall be or be deemed to be an officer, servant or agent of the City or Corner Brook City Council. Speedpro and its employees and agents shall act throughout as independent contractors and shall not be or be deemed to be an employee or agent of the City or Corner Brook City Council.
10. Speedpro shall indemnify the City against all claims by any person, firm or corporation arising from the conduct of work by or through any act of negligence of Speedpro or any agent, contractor, servant, employee or licensee of Speedpro, and against all costs, counsel fees, expenses and liabilities incurred in relation to any claim or action or proceeding brought thereon.
11. The City and Corner Brook City Council shall not be liable for any death or injury of any kind to any person or persons (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) or with respect to any loss of or damage to property arising out of any act or omission of Speedpro, its servants or agents in the performance of his, her, its or their obligations under this Agreement. Speedpro shall indemnify and save the City of Corner Brook and Corner Brook City Council harmless from and against all claims, demands, losses, costs, debts, damages, expenses, actions, suits or other proceedings and all liability therefrom arising.

- 12.** Speedpro shall, at all times during The Term, at its own expense maintain in force comprehensive public liability insurance and shall provide the City with certificates of a policy or policies of an insurance company or companies for:
- A. Liability insurance for bodily injury and death with a limit of not less than Two Million (\$2,000,000.00) dollars.
 - B. Every policy or policies of insurance maintained by Speedpro shall name the City an insured and provide for cross-liability coverage. A certificate of such coverage(s) shall be furnished to the City on signing, thereafter annually on the anniversary of signing this agreement, and at such other times as required by the City within five (5) days of request of the City.
- 13.** 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.
- 14.** This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, arrangements, communications or understandings, written or oral, relative to the services unless specifically incorporated herein.
- 15.** The termination of this Agreement shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this indenture which has accrued up to the date of such termination but not been properly satisfied or discharged.
- 16.** No amendment to or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by the hands of their officers in that behalf duly authorized.

SIGNED SEALED AND DELIVERED by
SPEEDPRO in the presence of:

Witness

Director

SIGNED SEALED AND DELIVERED by
The City in the presence of:

Witness

Mayor or Deputy Mayor

Witness


City Clerk / City Manager

1. Speedpro must complete installation within forty-five (45) days of receiving the firm order from the business applicant. The City may not reimburse the Vendor if it does not install within the allowed time-frame, neither does it inform the City of the potential delay as soon as it is anticipated.
3. The Blade Signs should be simple yet elegant. They should be visible from both sides. They must enhance the visual appeal and follow the character of the surroundings, and not look out of place. Speedpro must visit the location and develop a design that best suits the place and surroundings.
4. The entire Blade Sign material, colors and attachments should be:
 - Environmentally responsible
 - Durable
 - Able to withstand harsh Corner Brook weather and avoid decay or fading
 - Lightweight
 - Easy to source
5. Attachments should be strong, resistant to rust, corrosion and decay. They should match the sign to increase the overall appeal.
6. Speedpro shall have the responsibility of providing the right attachment and proper installation of the Sign.
7. **The surface area of the sign body should not exceed 3.5 sq. ft. (0.325 square meter). Attachments may occupy an extra area, as reasonably required.**
8. **The minimum height of the bottom-most point from the ground will not be less than 7.50 feet (2.3 m).**
9. Speedpro and the Customer will jointly decide on the shape of the Blade Sign.
10. All relevant City regulations need to be complied with. The following are excerpts from the City regulation:

Overhanging Advertisements and Canopies on City Right-of-Ways

- (a) Permission to erect overhanging advertisements or canopies on street reservations shall be subject to a license agreement between the City and the owner or tenant of the property or "lessee."
- (b) (i) An overhanging advertisement shall not exceed 2.7 square meters in area and shall not project more than 1 meter from the building fascia including attachments.
- (ii) Overhanging advertisements shall be restricted to the onsite use.

- (iii) A canopy shall not project more than 1.2 metres from the building fascia including attachments.
- (c) The general appearance of an advertisement or canopy shall be assessed considering the amenity of the surroundings, availability of utilities, public safety and convenience. It must also be aesthetically pleasing.
- (d) Overhanging advertisements or canopies containing advertisements shall form part of the maximum allowable advertisement for the site (reference 2 (ii) relating to advertisement of Onsite Uses).
- (e) The Authority may conditionally approve or refuse any overhanging advertisement or canopy on street reservations.
- (f) For the purpose of this zone, overhanging advertisements shall be permitted over street reservations.

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Margaret Bowater Park Cleaning Contract	
Report Information	
Department: Recreation Services	Attachments: Cleaning Contract
Prepared By: Jessica Parsons	Council Meeting Date: 06/17/2019

Recommendation: To approve the maintenance services of the Humber Valley Community Employment Corporation at the Margaret Bowater Park building and grounds for the amount of \$9826.50 HST inc.

Issue: *The Humber Valley Employment Corporation is looking to provide the City of Corner Brook with maintenance services for the Margaret Bowater Park building and grounds.*

Background: *This contract has been renewed each season since 2011 when the Margaret Bowater Park building opened.*

Budget/Financial Implications: \$9826.50 HST included, budgeted in 1250-64855

Environmental Implications: Contract includes cleaning washrooms, park grounds around canteen area and proper disposal of all garbage, waste and recyclable material.

Prepared by: Jessica Parsons	
Director: Donald Burden	
City Manager: Rodney Cumby	
Date: 12/06/2019	<i>June 12/19</i>

Additional Comments by City Manager:

THIS AGREEMENT made at the City of Corner Brook in the Province of Newfoundland & Labrador this ____ day of June Anno Domini two thousand and nineteen.

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

hereinafter called "The City".

AND **HUMBER VALLEY COMMUNITY EMPLOYMENT CORPORATION**, a body corporate duly registered in the Province of Newfoundland and Labrador

hereinafter called "HVCEC".

WHEREAS the City wishes to have custodial services provided at Margaret Bowater Park;

AND WHEREAS HVCEC wishes to provide custodial services;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT for and in consideration of the mutual covenants and conditions herein set forth, the parties hereby agree as follows:

1. HVCEC agrees to provide the City with custodial services at Margaret Bowater Park ("The Park") located on O'Connell Drive in the City of Corner Brook, including the building thereon which houses the concession stand, washrooms and changerooms, commencing June 10th, 2019 and ending August 19th, 2019 ("The Term"). Hours of operation include 11:30 am to 7:30 pm.
2. The City agrees to pay to HVCEC the sum of Nine Thousand Eight Hundred Twenty Six dollars and Fifty cents (\$9826.50) for the provision of custodial services after such services have been provided to the satisfaction of the City in accordance with the provisions set out in this agreement upon completion of the services and after final inspection by the City on the 20th of August, 2019.
3. The City covenants to:

- A. Maintain the existing water supply when reasonably possible at the Park for the use of HVCEC in providing custodial services;
 - B. Provide access to the Park as needed for provision of the custodial services;
 - C. To inspect regularly and to notify HVCEC promptly of any dissatisfaction with provision of its custodial services; and
 - D. Ensure the building at the Park is maintained for annual start up operations and annual facility shut down.
4. HVCEC covenants to:
- A. Be responsible for the daily start up and shut down activities related to the custodial services and related equipment;
 - B. Provide the custodial services at the times and in the manners specified in its proposed cleaning contract and attachment to cleaning contract annexed hereto as Schedule "B";
 - C. Not assign or transfer the custodial services, or any of its rights or obligations under this Agreement, without the consent of the City, provided that such consent may be arbitrarily refused by the City in its sole and uncontrollable discretion;
 - D. At its own expense obtain all licenses and permits that may be required for and in connection with the provision of custodial services;
 - E. Co-operate with the City and/or its duly authorized representatives, in such tasks as requested pertaining to the provision of custodial services, including but not limited to facilitating the City's entrance to the building at the Park any time for any reason;
 - F. At all times observe and comply with and endeavor to ensure strict observance of and compliance with all statutory requirements, regulations, rules and/or by-laws of every municipal or other authority which in any manner affect or relate to the Park and/or building and/or the use of the Park and/or building, or any part thereof;

- G. Keep and maintain the washrooms, changerooms, building, and outdoor eating areas in a clean, sanitary, attractive condition that is satisfactory to the City and the Department of Health and Community Service for the Province of Newfoundland & Labrador and regularly ensure disposal of all garbage, waste and recyclable material and rubbish throughout the Park;
 - H. Notify the City immediately with respect to any damage occurring to the Park, the building or the equipment therein;
 - I. Not alter the Park, building or equipment without prior consent of the City;
 - J. At all times indemnify and save harmless the City from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) made or brought against, suffered by or imposed on the City or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, invitees, employees, agents and property of the City and HVCEC) directly or indirectly arising out of, resulting from or sustained as a result of HVCEC's provision of custodial services;
5. If at any time HVCEC is in default in the performance of any of the covenants and agreements therein set forth to be performed by HVCEC, and such default continues for five(5) days after the receipt by HVCEC of notice in writing from the Director of Community Services of the City setting out the particulars of such default, the City shall have the right to terminate this agreement forthwith and thereupon all the rights of HVCEC hereunder shall immediately cease, determine and be at an end, and the City shall not be liable for payment to HVCEC of any moneys whatsoever by reason of such termination or otherwise howsoever, including but not limited to any damages for loss of business.
 6. The City reserves the right to terminate this agreement for any reason without showing cause by giving ten (10) days written notice to HVCEC. Thereupon all the rights of HVCEC hereunder shall immediately cease, determine and be at an end, and the City shall not be liable for payment to HVCEC of any moneys whatsoever by reason of such termination or otherwise including but not limited to any damages for loss of business save and except for such custodial services that have been provided to the City up to the date of termination which payment shall be pro-rated in accordance with the number of days such services were provided as compared to the total number of days set out in the Term herein.

7. Upon failure by HVCEC to comply with any covenant(s) incumbent upon it under this Agreement within five (5) days after written notice requiring such compliance is given by the City to HVCEC, the City may fulfill such covenant(s) at the sole expense of HVCEC, who shall forthwith upon being invoiced therefor reimburse the City who in default of such reimbursement may collect same as a debt owing and in arrears. Nothing herein prevents the City from electing to terminate this tenancy for default as set out in clause #5 of this Agreement.
8. HVCEC agrees to indemnify the City for any damage to the Park, building or its furnishings and fixtures and any part thereof due to any act of HVCEC, its agents or employees, or of any person using the said premises by reason of the use thereof by HVCEC.
9. The termination of this Agreement shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this indenture which has accrued up to the date of such termination but not been properly satisfied or discharged.
10. Any notice pursuant to any of the provisions of this Agreement shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:

- (i) In the case of notice to the City to:

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

- (ii) In the case of notice to HVCEC to:

Humber Valley Community Employment Corporation
 P.O. Box 415
 Corner Brook, NL
 A2H 6E3

Or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal services affecting the handling or delivery thereof, on the fifth (5th) business day, excluding

Saturdays, next following the date of mailing.

11. All sums, debts, payments or otherwise, payable to the City under this Agreement shall bear interest commencing the thirtieth (30th) day next following the falling due thereof, at the then current rate of interest charged to the City by its bankers until the actual date of payment.
12. HVCEC shall pay to the City all the City's legal costs on a solicitor and client basis, of all actions or other proceedings in which the City participates in connection with, or arising out of the obligations of HVCEC under this Agreement or arising out of HVCEC's provision of custodial services, except to the extent that the City is not successful therein.
13. (a) No condonation, excusing or overlooking by the City of any default, breach or non-observance of any of HVCEC's obligations under this Agreement at any time shall affect the City's remedies or rights with respect to any subsequent (even if by way of continuation) default, breach or non-observance.
 - (b) No waiver shall be inferred from or implied by anything done or omitted by the City.
 - (c) Any written waiver by the City shall have effect only in accordance with its expressed terms.
 - (d) All rights and remedies of the City under this Agreement shall be cumulative and not alternative.
14. HVCEC acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this agreement other than as set out in this agreement, which constitutes the entire agreement between the parties, concerning the provision of custodial services and which may be modified only by further written agreement under seal.
15. No changes or modifications of any of the terms of this agreement shall be effective unless made in writing and duly executed by both parties.
16. The provisions of this indenture shall be binding upon and ensure to the benefit of the parties and their respective successors and (where applicable), permitted assigns.

17. If any of the provisions of this Agreement are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day and year first before written.

THE CORPORATE SEAL of the
Corner Brook City Council was
hereunto affixed and these
presents executed by its
duly authorized signing officers
in the presence of:

CORNER BROOK CITY COUNCIL

Witness

Mayor or Deputy Mayor

Witness

City Manager or City Clerk

THE CORPORATE SEAL of the
Humber Valley Community
Employment Corporation was
hereunto affixed and these
presents executed by its
duly authorized signing officers
in the presence of:

Witness

Director

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Road Train Operation MOU with CB Port Corporation	
Report Information	
Department: CEDP	RFD No: CEDP-19003
Prepared By: D. Charters	Attachments: MOU
	Council Meeting Date: 2019-06-17

Issue: In order to operate a road train in the City of Corner Brook during the 2019 tourist season (July –October) in partnership with the Corner Brook Port Corporation, an agreement is required to confirm the responsibilities of each party.

Background: Council has directed staff to negotiate an agreement that would see a road train operating in the City for the upcoming tourist season. Staff have been working with the Port Corp to come to an agreement on the responsibilities of each party and are comfortable with the terms presented in the Memorandum of Understanding that is attached.

Recommendation: Staff recommend Option 1, that Council approve the Memorandum of Understanding with Corner Brook Port Corporation and that the following motion be supported:

Be it RESOLVED that the Council of the City of Corner Brook approve the Memorandum of Understanding between The Corner Brook Port Corporation and The City of Corner Brook as detailed in the attached MOU.

Options:

1. **The Council of the City of Corner Brook** approve the Memorandum of Understanding between The Corner Brook Port Corporation and The City of Corner Brook as detailed in the attached MOU.
2. **The Council of the City of Corner Brook** not approve the Memorandum of Understanding between The Corner Brook Port Corporation and The City of Corner Brook as detailed in the attached MOU.
3. **That the Council of the City of Corner Brook** give other direction to staff.

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Legal Review: Staff have reviewed the document

Governance Implications: N/A

Budget/Financial Implications: It is anticipated that a total contribution by the City will be in the order of \$26,000 (HST Included). This would include in kind services and a cash subsidy. It should be noted that increased fares and advertising revenue would decrease the cash subsidy required.

Environmental Implications: N/A

Prepared by: Darren Charters	[REDACTED]		
Director: Darren Charters			
City Clerk: Marina Redmond			
Date: 2019-06-14			
City Manager: Rodney Cumby	[REDACTED]		
Date:			

Additional Comments by City Manager:

2019-06-14

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "Document") made this 14th day of June, 2019 (the "Execution Date")

BETWEEN:

The City of Corner Brook ("City") of 5 Park Street, Corner Brook, Newfoundland and Labrador,
and
The Corner Brook Port Corporation ("CBPC") of 61 Riverside Drive, Corner Brook
Newfoundland and Labrador\
(collectively the "Partners")

BACKGROUND:

- 1). The Partners wish to enter in to an agreement to operate the road train (the "Vehicle") in the City of Corner Brook from June 25th, 2019, to October 31st, 2019.
- 2). The **City of Corner Brook** hereby commits to the following:
 - a. Undertake all maintenance and repairs required during period the Vehicle is operated;
 - b. Pay all costs for the mechanic from Absolute Charters (owner of street train) to instruct City of Corner Brook mechanics on the maintenance and operation of the vehicle;
 - c. Pay all costs associated with bringing the Vehicle to the City and returning the vehicle to Halifax at the end of the lease agreement;
 - d. Pay the first lease payment due upon signing of the lease agreement;
 - e. To undertake all marketing (signage, brochures, etc.) for the operation of the Vehicle
 - f. Supervise and instruct the operator(s) of the Vehicle;
 - g. In the event that the total expenses incurred by Corner Brook Port Corporation exceed the total advertising revenue and ridership revenue to create an "Operating Loss", the City of Corner Brook will reimburse CBPC for the amount of the Operating Loss in excess of \$5,000, which is the total contribution which the Board of Directors of CBPC have authorized.
- 3). The **Corner Brook Port Corporation** commits to the following:
 - a. Pay the lease payments due for the balance of the lease term (August through October) and any other cost associated with the lease of the Vehicle (as outlined in vehicle lease agreement);
 - b. Pay all fuel costs for the operation of the Vehicle;

www.cornerbrook.com

- c. Procure required insurance for operation of the Vehicle;
- d. Supply overnight secure storage for the Vehicle;
- e. Pay the wages of the Vehicle operator(s);
- f. Collect all advertising revenue from Digital Advertising Services (DAS);
- g. Collect all fares collected from the operation of the Vehicle;
- h. In the event that the total advertising revenue and ridership revenue generated from the operation exceed the expenses incurred by Corner Brook Port Corporation to create an "Operating Profit" CBPC will share 50% of the Operating Profit with the City after all costs incurred by CBPC and the City of Corner Brook are paid in full;
- i. Submit a reconciliation of all accounts to the City within thirty days of the final date of service.

4). The **City of Corner Brook** and the **Corner Brook Port Corporation** both agree to work together in good faith to balance and lower the level of subsidy required on behalf of both parties.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by the hands of their officers in that behalf duly authorized.

SIGNED SEALED AND DELIVERED by
CORNER BROOK PORT CORPORATION
in the presence of:

Witness

Jacqueline Chow, CEO

SIGNED SEALED AND DELIVERED by
THE CITY OF CORNER BROOK
in the presence of:

Witness

Mayor or Deputy Mayor

Witness

City Clerk / City Manager

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Award of Contract #2019-09, Vending Services	
Report Information	
Department: CEDP	RFD No:
Prepared By: Annette George	Attachments: Contracts
	Council Meeting Date: June 17, 2019

Recommendation: Staff recommend option one, that Council approve the attached agreement for the supply of beverages to Browning Harvey Limited and approve the attached agreement for the supply of snacks to W&E Enterprises Limited, and that the following motion is supported:

Be it RESOLVED that the Council of the City of Corner Brook execute the agreement with Browning Harvey Limited for the supply of beverage vending services, commencing on June 24, 2019 and completing on December 31, 2021.

Be it FURTHER RESOLVED that the Council of the City of Corner Brook execute the agreement with W&E Enterprises for the supply of snack vending services, commencing on June 24, 2019 and completing on December 31, 2021.

Issue: Current vending services for the City of Corner Brook does not have a formalized agreement in place with vending suppliers.

Background: The City of Corner Brook issued a request for quotes #2019-09 pertaining to the supply of snack and beverage vending services at City Hall, Civic Centre, and Public Works Depot effective upon contract award until December 31st, 2021. The successful vendor will be responsible to supply all equipment and provisions necessary to deliver vending machine services at these sites with a percentage of revenue commission and/or annual operational fees remunerated to the City of Corner Brook. The following quotations were received:

- W&E Enterprises Ltd for the supply of snacks only at 15% commission to the City. This includes a one-time lump sum payment of \$500 to the City.
- W&E Enterprises Ltd for the supply of both snacks and drinks at 15% and 30% commission respectively to the City. This includes a one-time lump sum payment of \$1000 to the City.



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

- Browning Harvey Ltd for the supply of drinks only at 36% commission to the City. This includes a \$500 annual lump sum payment to the City.

Options: The following options are available based upon three quotations received:

1. That the City of Corner Brook execute the agreement with Browning Harvey Limited for the supply of beverage vending services, commencing on June 24, 2019 and completing on December 31, 2021. Furthermore, that the City of Corner Brook execute the agreement with W&E Enterprises for the supply of snack vending services, commencing on June 24, 2019 and completing on December 31, 2021.
2. That the City of Corner Brook not execute the agreement with Browning Harvey Limited for the supply of beverage vending services, commencing on June 24, 2019 and completing on December 31, 2021. Furthermore, that the City of Corner Brook not execute the agreement with W&E Enterprises for the supply of snack vending services, commencing on June 24, 2019 and completing on December 31, 2021.
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review: Standard Form for Vending Contracts Attached

Governance Implications: Not Applicable

Budget/Financial Implications: No anticipated costs, as the contracts will provide a revenue stream to the City.

Environmental Implications: Maximum age of equipment specified in contract to reduce inefficiencies in operation.

Prepared by: Annette George

Director: Darren Charters

City Clerk: Marina Redmond

Date:

City Manager: Rodney Cumby

2019/06/13.



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

Date:

June 12/19

Additional Comments by City Manager:

CITY OF CORNER BROOK BEVERAGE VENDING SERVICES

THIS AGREEMENT made at the City of Corner Brook in the Province of Newfoundland & Labrador this _____ day of _____ Anno Domini two thousand and nineteen.

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

AND **BROWNING HARVEY LIMITED**, a body corporate duly registered in the Province of Newfoundland and Labrador

hereinafter collectively called "The Concessionaire".

WHEREAS the City wishes to have beverages available for purchase from vending machines in various areas of its Civic Centre, City Hall, and Public Works Depot;

AND WHEREAS the Concessionaire wishes to provide beverage vending services;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT for and in consideration of the mutual covenants and conditions herein set forth, the parties hereby agree as follows:

1. OPERATION AND PAYMENT

- A. The City hereby grants unto the Concessionaire the right to provide **beverage** vending services (hereinafter called the "Concession") at the City's Civic Centre located at 1 Canada Games Place, Corner Brook, Newfoundland and Labrador (the "Centre"), City Hall located at 5 Park Street, Corner Brook, Newfoundland and Labrador (the "City Hall"), and the Public Works Depot at 2 Charles Street, Corner Brook, Newfoundland and Labrador ("the "Depot") in the areas as listed in Schedule "A" attached hereto for a term commencing on the 24th day of June, 2019 (the "Commencement Date") and ending on the 31st day of December, 2021 ("The Term").
- B. The Concessionaire agrees to install and service all new or like-new (in no instance shall the machine be older than five (5) years) beverage vending machines and a currency change machine at the locations as indicated in Schedule "A" (hereinafter called the "Machines".) The Concessionaire shall keep the Machines fully serviced, clean, in good working order and fully stocked for sale of the beverages listed at the prices so listed in Schedule "B" annexed hereto. In the event that there is an increase

in price charged to the Concessionaire by its' suppliers, the Concessionaire may request that the City endorse a price increase which the City may accept or reject in its sole discretion. All Machines will accept nickels, dimes, quarters, one and two dollar coins and shall also be equipped with bill validators to accept Canadian and American bills.

- C. The Concessionaire agrees to provide the concession through the Machines at all times that the Civic Centre, City Hall, and Depot is in operation.
- D. The Concessionaire shall provide those locations designated by the City with a float to ensure that patrons who lose money or receive non-consumable product will immediately receive their money back. The Concessionaire will replenish the float regularly as required and will apply decals to each Machine outlining this process for patrons.
- E. The Concessionaire agrees to pay the City a commission of thirty-six percent (36%) of all gross sales made through the Machines during the Term of this Agreement (hereinafter called the "Commission") including an annual lump sum payment of five hundred dollars in Canadian funds (\$500.00) at the commencement of the term and due on the anniversary date of commencement for the remainder of the term thereafter. The Concessionaire shall be responsible for all expenses including but not limited to taxes and environmental levies. The Concessionaire shall ensure that all revenues are removed from the Machines on a monthly basis and that an accurate accounting reconciliation of sales and product units are provided to the City along with the Commission owing from sales on or before the fifteenth (15th) day of each month commencing with the fifteenth (15th) day of the first month following the Commencement Date and payable on or before the fifteenth (15th) day of every month thereafter until termination of this agreement.

2. CONCESSIONAIRE PROPERTY

The Concessionaire is responsible to provide, inspect, maintain, repair and clean to the satisfaction of the City all Machines and other supplies needed to provide the concessions. All such property stored, kept, used or employed at the Civic Centre, City Hall, or Depot is at the Concessionaire's own risk and the City shall not be responsible for any lost, stolen or damaged property.

3. INSTALLATION OF EQUIPMENT

The Concessionaire shall be responsible for paying the cost of connections from Machines to the provided utility and/or water source and all other costs of installation of the Machines. The Concessionaire shall install the Machines only in such locations as have been specifically approved by the City prior to its installation.

4. CITY COVENANTS

The City covenants to:

- A. Provide adequate space for the Machines; and
- B. Provide the space with adequate sources of power and water required for operation of the Machines save and except that the City does not guarantee an uninterrupted supply of water, electricity, or heat. The City will be diligent in restoring service following an interruption wherever possible. The City will not be responsible for any losses which may result from the interruption or failure of water, electricity, heat or other utilities.

5. CONCESSIONAIRE COVENANTS

The Concessionaire covenants to:

- A. Not assign or transfer the concession, or any of its rights or obligations under this Agreement, without the consent of the City, provided that such consent may be arbitrarily refused by the City in its sole and absolute discretion;
- B. At its own expense obtain all licenses and permits that may be required for and in connection with provision of the Concession;
- C. Co-operate with the City and/or its duly authorized representatives, in such tasks as requested pertaining to the Concession;
- D. To operate in a safe manner and in strict conformity with all conditions and obligations set out in its insurance policies and in compliance with all federal, provincial and municipal laws, by-laws, rules and regulations and building policies or other authority which in any manner affect or relate to the sale, use and provision of the Concession and operation of the Machines, including but not limited to obtaining all necessary permits and licenses and ensuring that

all workers are trained and adhere to Occupational Health and Safety standards and national food and beverage safety standards and to save the City harmless from any liability or cost suffered by it as a result of failure of the Concessionaire to do so;

- E. Not put up or exhibit or permit or allow to be put up or exhibited in or on the Machines any sign, notice, notice board, painting, design or advertisement without the consent in writing of the City first having been obtained;
- F. At its own expense, keep and maintain the Machines in a clean, sanitary, attractive condition that is satisfactory to the City and the Department of Health and Community Service for the Province of Newfoundland & Labrador;
- G. Sell only those beverages as approved by the City; and where available and appropriate provide a selection of healthy choice items as per the Canada Food Guide;
- H. Ensure that an appropriate level of inventory is maintained to meet the demand for each concession item as is reasonably anticipated for current and upcoming events;
- I. Allow the City and the Medical Health Inspector of the Province of Newfoundland & Labrador, to inspect at any time the quality of the beverages offered for sale from the Machines, and the manner in which the same are prepared, kept and served, and make such change or changes in respect thereto as the said City and/or Medical Health Officer shall in their opinion or the opinion of either of them consider desirable;
- J. Discontinue sale of any kind of beverage that may be designated by the City from time to time;
- K. Ensure the prices of all beverages sold are posted;
- L. Not move the Machines without prior consent of the City;
- M. To advise the City of any and all customer service feedback that may result from their operation of the Machines, and to take such corrective action as deemed necessary by the City to remedy any customer service concerns raised;
- N. To participate in any customer service feedback program(s) or procedures implemented by the City;

- O. At all times indemnify and save harmless the City from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) made or brought against, suffered by or imposed on the City or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, invitees, employees, agents and property of the City and of the Concessionaire) directly or indirectly arising out of, resulting from or sustained as a result of the Concessionaire's occupation or use of, or any operation in connection with the Machines, or arising out of the provision of the Concession and/or the consumption of beverages pursuant thereto, except to the extent attributable to the City's negligence;

- P. Upon termination, at its own risk and expense, to remove the Machines and any fixtures and chattels belonging to the Concessionaire, with all damage, if any, caused by such removal made good by it, and to leave the City's property neat, clean and free of all waste material, debris and rubbish, all to the City's satisfaction;

- Q. At all times during provision of the Concession, at its own expense maintain in force insurance coverage with respect to its Concession and Machines, and provide the City with certificates of a policy or policies of an insurance company or companies for :
 - a. Insurance against loss by such insurable hazards as the City may from time to time reasonably request;
 - b. Commercial General Liability insurance with a limit of not less than Five Million (\$5,000,000.00) dollars per occurrence including but not limited to the following extensions of coverage;
 - i. Bodily Injury and Property Damage;
 - ii. Personal and Advertising Injury;
 - iii. Medical Expenses;
 - iv. Products & Completed Operations Hazard;
 - v. Tenants' Legal Liability-All Risks; and
 - c. Property Insurance sufficient to cover the Concessionaire's personal property and equipment that will be used, kept or stored on City property.

Every policy or policies of insurance maintained by the Concessionaire shall name the City as additional named insured with respect to the

Concessionaire's operations on City property. A certificate of such coverage (s) shall be furnished to the City prior to the Concessionaire installing Machines and providing the Concession and confirmation of continued coverage provided annually on the anniversary of signing this agreement and at such other times as required by the City within five (5) days of request of the City.

6. TERMINATION:

- A. If at any time the Concessionaire is in default in the performance of any of the covenants and agreements therein set forth to be performed by the Concessionaire, and such default continues for five(5) days after the receipt by the Concessionaire of notice in writing from the Director of Community Services of the City setting out the particulars of such default, the City shall have the right to terminate this agreement forthwith and thereupon all the rights of the Concessionaire hereunder shall immediately cease, determine and be at an end, and the City shall not be liable for payment to the Concessionaire of any moneys whatsoever by reason of such termination or otherwise howsoever, including but not limited to any damages for loss of business.
- B. Either party may terminate this agreement for any reason without showing cause by giving ninety (90) days written notice to the other party. Thereupon all the rights of the other party hereunder shall immediately cease, determine and be at an end, and the party terminating this agreement shall not be liable for payment to the other party of any moneys whatsoever by reason of such termination or otherwise including but not limited to any damages for loss of business.

7. COST OF DEFAULT

Upon failure by the Concessionaire to comply with any covenant(s) incumbent upon it under this Agreement within two (2) days after written notice requiring such compliance is given by the City to the Concessionaire, or if the failure is one that has occurred on at least two (2) prior occasions during the term of this Agreement, the City may fulfill such covenant(s) at the sole expense of the Concessionaire, who shall forthwith upon being invoiced therefor reimburse the City who in default of such reimbursement may collect same as debt owing and in arrears. Nothing herein prevents the City from electing to terminate this tenancy for default as otherwise provided in this Agreement.

8. DAMAGE TO CITY PROPERTY

The Concessionaire agrees to indemnify the City for any damage to the premises or its furnishings and fixtures and any part thereof due to any act of the Concessionaire, its agents or employees, or of any person using the said premises by reason of the use thereof by the Concessionaire.

9. SURVIVAL

The termination of this Agreement shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this indenture which has accrued up to the date of such termination but not been properly satisfied or discharged.

10. NOTICES

Any notice pursuant to any of the provisions of this Agreement shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed or sent by facsimile:

- (i) In the case of notice to the City to:

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

Fax: 709-637-1543

- (ii) In the case of notice to the Concessionaire to:

Peggy Beer
Browning Harvey Limited
PO Box 128
St. John's, NL
A2H 1K9

Or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal services affecting the handling or delivery thereof, on the fifth (5th) business day, excluding Saturdays, next following the date of mailing

11. INTEREST

All sums payable to the City under this Agreement shall bear interest compounded monthly commencing the thirtieth (30th) day next following the falling due thereof, at the then current rate of interest set out in the City's annual budget for overdue accounts until the actual date of payment.

12. NON-WAIVER

- (a) No condonation, excusing or overlooking by the City of any default, breach or non-observance of any of the Concessionaire's obligations under this Agreement at any time shall affect the City's remedies or rights with respect to any subsequent (even if by way of continuation) default, breach or non-observance.
- (b) No waiver shall be inferred from or implied by anything done or omitted by the City.
- (c) Any written waiver by the City shall have effect only in accordance with its expressed terms.
- (d) All rights and remedies of the City under this Agreement shall be cumulative and not alternative.

13. COLLATERAL REPRESENTATIONS

The Concessionaire acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this agreement other than as set out in this agreement, which constitutes the entire agreement between the parties, concerning the Concession Stand and operation thereof and which may be modified only by further written agreement under seal.

14. MODIFICATIONS

No changes or modifications of any of the terms of this agreement shall be effective unless made in writing and duly executed by both parties.

15. BINDING

The provisions of this indenture shall be binding upon and enure to the benefit of the parties and their respective successors and (where applicable), permitted assigns. Except where may be otherwise stated in this Agreement, the Concessionaire is liable in relation to all terms, conditions, representations, covenants and warranties applicable to the Concessionaire under this Agreement.

16. SEVERABILITY

If any of the provisions of this Agreement are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Agreement.

17. HEADINGS AND GENERAL

- A. The headings in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement nor of any provisions hereof.
- B. For purposes of this Agreement, if a party is "responsible" or "bears responsibility" for an action or item, then that party agrees that it shall pay the costs of the action or item and that it shall arrange for the action or item to be undertaken.

19.OVERHOLDING

In the event that the City permits the Concessionaire to remain in occupation of and to continue to provide the Concession through operation of the Machines without objection by the City and after the expiration of the term and any extension or extensions thereof, all provisions of this Agreement save and except for the term shall continue to apply.

IN WITNESS WHEREOF the parties have hereunto their hands and seals subscribed.

SIGNED SEALED AND DELIVERED
this ____ day of _____, 2019 by _____ in the
presence of:

Witness

Name:
Title:

SIGNED SEALED AND DELIVERED
this ____ day of _____, 2015 by
the City in the presence of:

Witness

Mayor or Deputy Mayor

Witness

City Clerk or City Manager

Schedule A – Vending Machine Locations

- Main/Box Office Lobby: 2-3 Cold Beverage Machines
- Main Entrance Kinsmen II Arena: 2-3 Cold Beverage Machines
- Main Entrance Annex Studio Lobby: 2-3 Cold Beverage Machines
- Main Arena Concourse: 4-6 Cold Beverage Machines
- City Hall Lower Rotary Arts Entrance: One Cold Beverage Machine (mix of healthy and regular options)
- City Public Works Depot: One Cold Beverage Machine (mix of healthy and regular options)

Schedule B – Vending Machine Prices

- 591ml Water: \$2.25 per unit customer cost
- 591ml Pop or Juice: \$2.25 per unit customer cost
- 591ml Sports Beverage: \$2.50 per unit customer cost

CITY OF CORNER BROOK FOOD VENDING SERVICES

THIS AGREEMENT made at the City of Corner Brook in the Province of Newfoundland & Labrador this _____ day of _____ Anno Domini two thousand and nineteen.

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

AND **W&E ENTERPRISES LIMITED**, a body corporate duly registered in the Province of Newfoundland and Labrador hereinafter collectively called "The Concessionaire".

WHEREAS the City wishes to have snack food available for purchase from vending machines in various areas of its Civic Centre, City Hall, and Public Works Depot;

AND WHEREAS the Concessionaire wishes to provide snack food vending services;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT for and in consideration of the mutual covenants and conditions herein set forth, the parties hereby agree as follows:

1. OPERATION AND PAYMENT

- A. The City hereby grants unto the Concessionaire the right to provide **snack food** vending services (hereinafter called the "Concession") at the City's Civic Centre located at 1 Canada Games Place, Corner Brook, Newfoundland and Labrador (the "Centre"), City Hall located at 5 Park Street, Corner Brook, Newfoundland and Labrador (the "City Hall"), and the Public Works Depot at 2 Charles Street, Corner Brook, Newfoundland and Labrador ("the "Depot") in the areas as listed in Schedule "A" attached hereto for a term commencing on the 24th day of June, 2019 (the "Commencement Date") and ending on the 31st day of December, 2021 ("The Term").
- B. The Concessionaire agrees to install and service all new or like-new (in no instance shall the machine be older than five (5) years) snack vending machines and a currency change machine at the locations as indicated in Schedule "A" (hereinafter called the "Machines".) The Concessionaire shall keep the Machines fully serviced, clean, in good working order and fully stocked for sale of the snacks listed at the prices so listed in Schedule "B" annexed hereto. In the event that there is an increase in price

charged to the Concessionaire by its' suppliers, the Concessionaire may request that the City endorse a price increase which the City may accept or reject in its sole discretion. All Machines will accept nickels, dimes, quarters, one and two dollar coins and shall also be equipped with bill validators to accept Canadian and American bills.

- C. The Concessionaire agrees to provide the concession through the Machines at all times that the Civic Centre, City Hall, and Depot is in operation.
- D. The Concessionaire shall provide those locations designated by the City with a float to ensure that patrons who lose money or receive non-consumable product will immediately receive their money back. The Concessionaire will replenish the float regularly as required and will apply decals to each Machine outlining this process for patrons.
- E. The Concessionaire agrees to pay the City a commission of fifteen percent (15%) of all gross sales made through the Machines during the Term of this Agreement (hereinafter called the "Commission") including a one-time lump sum payment of five hundred dollars in Canadian funds (\$500.00) at the commencement of the term. The Concessionaire shall be responsible for all expenses including but not limited to taxes and environmental levies. The Concessionaire shall ensure that all revenues are removed from the Machines on a monthly basis and that an accurate accounting reconciliation of sales and product units are provided to the City along with the Commission owing from sales on or before the fifteenth (15th) day of each month commencing with the fifteenth (15th) day of the first month following the Commencement Date and payable on or before the fifteenth (15th) day of every month thereafter until termination of this agreement.

2. CONCESSIONAIRE PROPERTY

The Concessionaire is responsible to provide, inspect, maintain, repair and clean to the satisfaction of the City all Machines and other supplies needed to provide the concessions. All such property stored, kept, used or employed at the Civic Centre, City Hall, or Depot is at the Concessionaire's own risk and the City shall not be responsible for any lost, stolen or damaged property.

3. INSTALLATION OF EQUIPMENT

The Concessionaire shall be responsible for paying the cost of connections from

Machines to the provided utility and/or water source and all other costs of installation of the Machines. The Concessionaire shall install the Machines only in such locations as have been specifically approved by the City prior to its installation.

4. CITY COVENANTS

The City covenants to:

- A. Provide adequate space for the Machines; and
- B. Provide the space with adequate sources of power and water required for operation of the Machines save and except that the City does not guarantee an uninterrupted supply of water, electricity, or heat. The City will be diligent in restoring service following an interruption wherever possible. The City will not be responsible for any losses which may result from the interruption or failure of water, electricity, heat or other utilities.

5. CONCESSIONAIRE COVENANTS

The Concessionaire covenants to:

- A. Not assign or transfer the concession, or any of its rights or obligations under this Agreement, without the consent of the City, provided that such consent may be arbitrarily refused by the City in its sole and absolute discretion;
- B. At its own expense obtain all licenses and permits that may be required for and in connection with provision of the Concession;
- C. Co-operate with the City and/or its duly authorized representatives, in such tasks as requested pertaining to the Concession;
- D. To operate in a safe manner and in strict conformity with all conditions and obligations set out in its insurance policies and in compliance with all federal, provincial and municipal laws, by-laws, rules and regulations and building policies or other authority which in any manner affect or relate to the sale, use and provision of the Concession and operation of the Machines, including but not limited to obtaining all necessary permits and licenses and ensuring that all workers are trained and adhere to Occupational Health and Safety standards and national food and beverage safety standards and to save the City harmless from any liability or cost suffered by it as a result of failure of the Concessionaire to do so;

- E. Not put up or exhibit or permit or allow to be put up or exhibited in or on the Machines any sign, notice, notice board, painting, design or advertisement without the consent in writing of the City first having been obtained;
- F. At its own expense, keep and maintain the Machines in a clean, sanitary, attractive condition that is satisfactory to the City and the Department of Health and Community Service for the Province of Newfoundland & Labrador;
- G. Sell only those snacks as approved by the City; and where available and appropriate provide a selection of healthy choice items as per the Canada Food Guide;
- H. Ensure that an appropriate level of inventory is maintained to meet the demand for each concession item as is reasonably anticipated for current and upcoming events;
- I. Allow the City and the Medical Health Inspector of the Province of Newfoundland & Labrador, to inspect at any time the quality of the beverages offered for sale from the Machines, and the manner in which the same are prepared, kept and served, and make such change or changes in respect thereto as the said City and/or Medical Health Officer shall in their opinion or the opinion of either of them consider desirable;
- J. Discontinue sale of any kind of snack that may be designated by the City from time to time;
- K. Ensure the prices of all snacks sold are posted;
- L. Not move the Machines without prior consent of the City;
- M. To advise the City of any and all customer service feedback that may result from their operation of the Machines, and to take such corrective action as deemed necessary by the City to remedy any customer service concerns raised;
- N. To participate in any customer service feedback program(s) or procedures implemented by the City;
- O. At all times indemnify and save harmless the City from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including but not limited to those under or in

connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) made or brought against, suffered by or imposed on the City or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, invitees, employees, agents and property of the City and of the Concessionaire) directly or indirectly arising out of, resulting from or sustained as a result of the Concessionaire's occupation or use of, or any operation in connection with the Machines, or arising out of the provision of the Concession and/or the consumption of beverages pursuant thereto, except to the extent attributable to the City's negligence;

- P. Upon termination, at its own risk and expense, to remove the Machines and any fixtures and chattels belonging to the Concessionaire, with all damage, if any, caused by such removal made good by it, and to leave the City's property neat, clean and free of all waste material, debris and rubbish, all to the City's satisfaction;

- Q. At all times during provision of the Concession, at its own expense maintain in force insurance coverage with respect to its Concession and Machines, and provide the City with certificates of a policy or policies of an insurance company or companies for :
 - a. Insurance against loss by such insurable hazards as the City may from time to time reasonably request;
 - b. Commercial General Liability insurance with a limit of not less than Five Million (\$5,000,000.00) dollars per occurrence including but not limited to the following extensions of coverage;
 - i. Bodily Injury and Property Damage;
 - ii. Personal and Advertising Injury;
 - iii. Medical Expenses;
 - iv. Products & Completed Operations Hazard;
 - v. Tenants' Legal Liability-All Risks; and
 - c. Property Insurance sufficient to cover the Concessionaire's personal property and equipment that will be used, kept or stored on City property.

Every policy or policies of insurance maintained by the Concessionaire shall name the City as additional named insured with respect to the Concessionaire's operations on City property. A certificate of such coverage (s) shall be furnished to the City prior to the Concessionaire installing Machines and providing the Concession and confirmation of continued coverage provided annually on the anniversary of signing this agreement and

at such other times as required by the City within five (5) days of request of the City.

6. TERMINATION:

- A. If at any time the Concessionaire is in default in the performance of any of the covenants and agreements therein set forth to be performed by the Concessionaire, and such default continues for five(5) days after the receipt by the Concessionaire of notice in writing from the Director of Community Services of the City setting out the particulars of such default, the City shall have the right to terminate this agreement forthwith and thereupon all the rights of the Concessionaire hereunder shall immediately cease, determine and be at an end, and the City shall not be liable for payment to the Concessionaire of any moneys whatsoever by reason of such termination or otherwise howsoever, including but not limited to any damages for loss of business.
- B. Either party may terminate this agreement for any reason without showing cause by giving ninety (90) days written notice to the other party. Thereupon all the rights of the other party hereunder shall immediately cease, determine and be at an end, and the party terminating this agreement shall not be liable for payment to the other party of any moneys whatsoever by reason of such termination or otherwise including but not limited to any damages for loss of business.

7. COST OF DEFAULT

Upon failure by the Concessionaire to comply with any covenant(s) incumbent upon it under this Agreement within two (2) days after written notice requiring such compliance is given by the City to the Concessionaire, or if the failure is one that has occurred on at least two (2) prior occasions during the term of this Agreement, the City may fulfill such covenant(s) at the sole expense of the Concessionaire, who shall forthwith upon being invoiced therefor reimburse the City who in default of such reimbursement may collect same as debt owing and in arrears. Nothing herein prevents the City from electing to terminate this tenancy for default as otherwise provided in this Agreement.

8. DAMAGE TO CITY PROPERTY

The Concessionaire agrees to indemnify the City for any damage to the premises or its furnishings and fixtures and any part thereof due to any act of the

Concessionaire, its agents or employees, or of any person using the said premises by reason of the use thereof by the Concessionaire.

9. SURVIVAL

The termination of this Agreement shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this indenture which has accrued up to the date of such termination but not been properly satisfied or discharged.

10. NOTICES

Any notice pursuant to any of the provisions of this Agreement shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed or sent by facsimile:

- (i) In the case of notice to the City to:

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

Fax: 709-637-1543

- (ii) In the case of notice to the Concessionaire to:

Greg Price
52 Clarence Street
Corner Brook, NL
A2H 1K9

Or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal services affecting the handling or delivery thereof, on the fifth (5th) business day, excluding Saturdays, next following the date of mailing

11. INTEREST

All sums payable to the City under this Agreement shall bear interest compounded monthly commencing the thirtieth (30th) day next following the falling due thereof, at the then current rate of interest set out in the City's annual budget for overdue accounts until the actual date of payment.

12. NON-WAIVER

- (a) No condonation, excusing or overlooking by the City of any default, breach or non-observance of any of the Concessionaire's obligations under this Agreement at any time shall affect the City's remedies or rights with respect to any subsequent (even if by way of continuation) default, breach or non-observance.
- (b) No waiver shall be inferred from or implied by anything done or omitted by the City.
- (c) Any written waiver by the City shall have effect only in accordance with its expressed terms.
- (d) All rights and remedies of the City under this Agreement shall be cumulative and not alternative.

13. COLLATERAL REPRESENTATIONS

The Concessionaire acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this agreement other than as set out in this agreement, which constitutes the entire agreement between the parties, concerning the Concession Stand and operation thereof and which may be modified only by further written agreement under seal.

14. MODIFICATIONS

No changes or modifications of any of the terms of this agreement shall be effective unless made in writing and duly executed by both parties.

15. BINDING

The provisions of this indenture shall be binding upon and enure to the benefit of the parties and their respective successors and (where applicable), permitted assigns. Except where may be otherwise stated in this Agreement, the

Concessionaire is liable in relation to all terms, conditions, representations, covenants and warranties applicable to the Concessionaire under this Agreement.

16. SEVERABILITY

If any of the provisions of this Agreement are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Agreement.

17. HEADINGS AND GENERAL

- A. The headings in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement nor of any provisions hereof.
- B. For purposes of this Agreement, if a party is "responsible" or "bears responsibility" for an action or item, then that party agrees that it shall pay the costs of the action or item and that it shall arrange for the action or item to be undertaken.

19.OVERHOLDING

In the event that the City permits the Concessionaire to remain in occupation of and to continue to provide the Concession through operation of the Machines without objection by the City and after the expiration of the term and any extension or extensions thereof, all provisions of this Agreement save and except for the term shall continue to apply.

IN WITNESS WHEREOF the parties have hereunto their hands and seals subscribed.

SIGNED SEALED AND DELIVERED
this ____ day of _____, 2019 by
Greg Price in the presence of:

Witness

Name:
Title:

SIGNED SEALED AND DELIVERED
this ____ day of _____, 2015 by
the City in the presence of:

Witness

Mayor or Deputy Mayor

Witness

City Clerk or City Manager

Schedule A – Vending Machine Locations

- Main/Box Office Lobby: 1-2 Snack Machines
- Main Entrance Kinsmen II Arena: 1-2 Snack Machines
- Main Entrance Annex Studio Lobby: 1 Snack Machine
- Main Arena Concourse: 1-2 Snack Machines
- City Hall Lower Rotary Arts Entrance: 1 Snack Machine (mix of healthy and regular options)
- City Public Works Depot: 1 Snack Machine (mix of healthy and regular options)

Schedule B – Vending Machine Prices

- 40-50g Potato Chips: \$1.50 per unit customer cost
- 35-55g Chocolate or Candy Bar: \$2.00 per unit customer cost
- Minimum 12 Piece Chewing Gum: \$1.75 per unit customer cost
- 100g Candy Bag or Box: \$2.50 per unit customer cost
- Minimum 9 Piece Lozenges/Cough Drops: \$2.00 per unit customer cost
- 40-100g Cookie/Muffin/Square Snack: \$1.50 per unit customer cost
- 100g Candy Bag or Box: \$2.50 per unit customer cost
- Minimum 9 Piece Lozenges/Cough Drops: \$2.00 per unit customer cost
- 30-50g Crackers: \$1.50 per unit customer cost
- 35-55g Granola or Cereal Bar: \$1.25 per unit customer cost
- 30-50g Protein Bar: \$2.50 per unit customer cost
- Other Specialty Snacks (example: Jerky): \$4.25 per unit customer cost

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Award of Contract #2019-28, Multi-Purpose Trail Study	
Report Information	
Department: CEDP	RFD No:
Prepared By: Annette George	Attachments: Contract
	Council Meeting Date: June 17, 2019

Recommendation: Staff recommends option one, that Council approve the attached agreement for consultant services with Mills and Wright Landscape Architecture.

Be it RESOLVED that the Council of the City of Corner Brook execute the agreement with Mills and Wright Landscape Architecture for the provision of consultant services pertaining to a multi-purpose trail study, commencing upon signing of the agreement and concluding September 27th, 2019 for the price of \$58,250 (HST included).

Issue: The current multipurpose trail routed through Corner Brook has a number of gaps and deficiencies associated. This route is the designated Trans Canada Trail for the Corner Brook area as well as a main recreational route for residents and visitors. The disconnects on this route creates confusion, poses safety concerns, and diminishes the tourism and recreational value of the trail in the region. There is a need to examine options for connecting the trail through or around the physical limits of the City.

Background: The City of Corner Brook received funding from Trans Canada Trail to complete a Multi-Purpose Trail feasibility study to examine options for connecting the Trans Canada Trail through the city. The funding is for fifty percent of costs up to the amount of \$30,000. The City has set aside the remaining \$30,000 to contribute its share of the funding arrangement. Community services will be responsible for administering this project.

After issuing a call for proposals, the following three submissions were received from the following contractors:

- Dillon Consulting - \$57,261.38 (HST included)
- Tract Consulting - \$56,956.35 (HST included)
- Mills and Wright Landscape Architecture - \$58,250.00 (HST included)

All three submissions were assessed based on both a technical evaluation of the proposals and a cost calculation with the highest total evaluation score received by Mills and Wright Landscape Architecture.



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

Options: The following options are available based upon three quotations received:

1. That the City of Corner Brook execute the agreement with Mills and Wright Landscape Architecture for the provision of consultant services pertaining to a multi-purpose trail study, commencing upon signing of the agreement and concluding September 27th, 2019 for the price of \$58,250 (HST included).
2. That the City of Corner Brook not execute the agreement with Mills and Wright Landscape Architecture for the provision of consultant services pertaining to a multi-purpose trail study, commencing upon signing of the agreement and concluding September 27th, 2019.
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review: Standard Form of Agreement Attached.

Governance Implications: Not Applicable

Budget/Financial Implications: City contribution of up to \$30,000 which has been allocated in the 2019 budget.

Environmental Implications: Trail study will be completed with consideration towards environmental, economic, and social impacts.

Prepared by: Annette George	[Redacted]	
Director: Darren Charters	[Redacted]	2019/06/14
City Clerk: Marina Redmond		
Date:		
City Manager: Rodney Cumby	[Redacted]	
Date:		

Additional Comments by City Manager:

THIS AGREEMENT made at the City of Corner Brook in the Province of Newfoundland & Labrador this _____ day of _____ Anno Domini two thousand and nineteen.

Between **CORNER BROOK CITY COUNCIL** a body corporate duly continued pursuant to the City of Corner Brook Act, R.S.N.L. 1990, c. C-15, as amended (hereinafter referred to as "the City")

And **MILLS AND WRIGHT LANDSCAPE ARCHITECTURE** hereafter referred to as "the consultant"

WHEREAS the consultant is a firm that provides trail planning and trail study services;

AND WHEREAS the City wishes to obtain the services of the consultant to provide these services for the City of Corner Brook;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT for and in consideration of the mutual covenants and conditions herein set forth, the parties hereby agree as follows:

1. The City will pay to The Consultant a sum of \$58,250.00 HST Included for the completion of a Multi-Purpose Trail Study, and scope of work as outlined in RFP #2019-28.

Payments shall be made by cheque addressed to:

Mills and Wright Landscape Architecture
95 LeMarchant Road, Suite 202
St. John's, NL
A1C 2H1

2. The consultant agrees that in performance of its services under this agreement neither you nor any person employed by or acting as agent for you shall be or be deemed to be an officer, servant or agent of the City of Corner Brook or Corner Brook City Council.
3. The City of Corner Brook and Corner Brook City Council shall not be liable for any death or injury of any kind to any person or persons (including but

not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) or with respect to any loss of or damage to property arising out of any act or omission of The consultant or its agents in the performance of his, her, it's or their obligations under this Agreement. The consultant shall indemnify and save the City of Corner Brook and Corner Brook City Council harmless from and against all claims, demands, losses, costs, debts, damages, expenses, actions, suits or other proceedings and all liability therefrom arising.

4. This Agreement shall be deemed to be concluded once the service provided has been completed to the satisfaction of the City and the payment(s), as stipulated in the Agreement, having been issued to the consultant.
5. Where this Agreement is terminated by the consultant prior to the mutually agreed upon completion date, the consultant shall thereupon not be entitled to any further payments and shall provide full refund to the City of any payments it has made.
6. Where this Agreement is terminated by the City prior to the mutually agreed upon completion date, the consultant shall be entitled to payment in accordance with this Agreement in respect of that part of the services completed up to the date of termination. Any payment made in excess of the value of the services provided at the time of termination shall be refunded to the City.
7. In addition to any sums owing by the parties in accordance with clauses 6 and 7, in the event that either party fails to provide the other with more than sixty (60) days notice of cancellation, the party failing to provide the required notice shall pay to the other party the sum of two Thousand dollars (\$2000.00) as a late cancellation fee.
8. The parties 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.
9. The consultant agrees to comply with all federal, provincial and municipal laws, by-laws, rules and regulations, including obtaining all necessary permits and licenses.
10. Any notice pursuant to any of the provisions of this Agreement shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:
 - a. In the case of notice to the City to:

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

b. In the case of notice to the consultant to:

Matthew Mills and/or Tom Wright
 95 LeMarchant Road, Suite 202
 St. John's, NL
 A1C 2H1

Or to such other address and/or addressee as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal services affecting the handling or delivery thereof, on the fifth (5th) business day, excluding Saturdays, next following the date of mailing.

11. 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.
12. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, arrangements, communications or understandings, written or oral, relative to the services unless specifically incorporated herein.
13. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns.
14. The consultant shall, at all times, and at its own expense maintain in force general liability insurance coverage for a minimum of two million dollars (\$2,000,000.00) per occurrence with respect to their services, the performers and any performances on City property and shall provide the City with certificates of a policy or policies of an insurance company or companies on the date of signing this agreement and at such other times as required by the City within five (5) days of request of the City.
15. No amendment to or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by the hands of their officers in that behalf duly authorized.

SIGNED SEALED AND DELIVERED this _____ day of _____, 2019 in the presence of:

Witness

Consultant Name/Title

Witness

Consultant Name/Title


SIGNED SEALED AND DELIVERED this _____ day of _____, 2019 in the presence of:

Witness

Mayor or Deputy Mayor

Witness

City Manager or City Clerk

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Municipal Depot- New Salt Shed	
Report Information	
Department: CEDP	Attachments: Prime Consultant Agreement
Prepared By: James Warford	Council Meeting Date: 17 June 2019

Recommendation: Staff recommend Option 1, That the Council of the City of Corner Brook approve a Prime Consultant Agreement with Wood Environment and Infrastructure Solutions Ltd. in the amount of \$37,753.56 (HST Included), for consulting services related to remediation of concrete at the salt shed and that the following motion be supported:


Be it resolved that the Council of the City of Corner Brook approve a Prime Consultant Agreement with Wood Environment and Infrastructure Solutions Ltd. in the amount of \$37,753.56 (HST Included) for engineering consulting services related to the remediation of the salt shed concrete foundation.

Issue: This agreement covers consulting services of Wood Environment and Infrastructure Solutions Ltd. and their duties, rights and obligations as related to concrete remediation work at the salt shed.

Background: Deficiencies have been identified in the concrete foundation walls of the salt shed. A concrete specialist, DPF Consulting and Contracting Inc. was retained to conduct fairly extensive investigation into the issues and to made recommendations for a remediation program. The next stage is to proceed with tendering and construction to remediate the concrete in accordance with the recommendations of the investigation. Wood will be providing tendering, contract administration, and site inspection services. DPF Consulting and Contracting will be providing specialized engineering services in support of this project.

Options:

1. That the Council of the City of Corner Brook approve a Prime Consultant Agreement with Wood Environment and Infrastructure Solutions Ltd. in the amount of \$37,753.56 (HST Included) for engineering consulting services related to the remediation of the salt shed concrete foundation.
2. That the Council of the City of Corner Brook not execute the agreement with Wood Environment and Infrastructure Solutions Ltd. for engineering consulting services related to the remediation of the salt shed concrete foundation.
3. That the council of the City of Corner Brook give other direction to staff.

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Legal Review:

Governance Implications:

Budget/Financial Implications: Costs to be covered under MYCW-17-17-12197

Environmental Implications: None

Prepared by: James Warford		
Director: Darren Charters		
City Manager: Rodney Cumby		
Date: June 14, 2019		

Additional Comments by City Manager:

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND PRIME CONSULTANT

Engineering Services Related to Phase 4 Concrete Repairs
at the Salt Shed in Corner Brook, NL

Wood Environment & Infrastructure Solutions, a Division of Wood Canada Limited

Project No.: IP0143 / TFP0907

DMA Project No.: Enter DMA Project Number

Funding Program: Enter Program

AGREEMENT

THIS AGREEMENT made at **Corner Brook, NL**
in the Province of Newfoundland and Labrador, on this day of **Jun 17, 2019**.

BETWEEN:

City of Corner Brook
("The Client")

AND:

Wood Environment & Infrastructure Solutions, a Division of Wood Canada Limited
("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: **Jun 19, 2019**

Completion Date: **Sep 30, 2019**

VII. **Effective Date**

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

VIII. **Paragraph Numbering**

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

IX. **Counterparts**

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

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

City of Corner Brook

Signing Officer

Witness or Signing Officer

Date

Date

Wood Environment & Infrastructure Solutions, a Division of Wood Canada Limited

Signing Officer

Witness or Signing Officer

Date

Date

SCHEDULE "A"
SCOPE OF WORK
BETWEEN PRIME CONSULTANT AND CLIENT
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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: Provide Owner's Representative services related to Phase 4 concrete repairs at the salt shed in Corner Brook, NL.

Goal: To work with the City of Corner Brook and the Engineer of Record (EOR), DPF Consulting and Contracting Inc. to protect the concrete from further ingress by the application of a suitable coating or membrane layer.

Scope of Work:

- The repair procedure will be produced and sealed by DPF Consulting and Contracting Inc. (EOR) through their contract with the City of Corner Brook.
- Wood will produce a Tender package for work associated with implementation of this repair procedure.
- Wood will provide Issued for Construction drawings and specifications.
- Tender support, recommendation for award.
- Contract Administration and Project closeout services, including issue of as-recorded drawings.
- Full time site resident services, 8 hours per day for an anticipated construction duration of eight (8) weeks.
- Chloride profile analysis (3 cores) for Owner's EOR interpretation and analysis.
- Note that the EOR is responsible for the selection, design and in-service performance of all remedial measures.

Deliverables:

- Issued for Tender drawings and specifications*
- Issued for Construction drawings and specifications*
- Daily inspection reports for review and approval by Owner's EOR
- Chloride profile analysis results for interpretation and analysis by Owner's EOR

* DPF Consulting and Contracting Inc. will be the EOR for the repair procedure.

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

• Basic Services		
• Preliminary Engineering	\$	344
• Design and Contract Documents	\$	5,690
• Tendering and Contracts Award	\$	951
• Contract Administration	\$	2,740
• Project Completion Phase and Project Record Drawings	\$	996
• Other Additional Services:		
• Resident Services during Construction	\$	
o Site Resident Services	\$	19,635
o Enter Description	\$	
• Prime Consultant Project Expenses for Above Services	\$	600
		<hr/>
TOTAL BASIC AND OTHER SERVICE FEES	\$	30,957
TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE		
(From Schedule III)	\$	1,872.18
		<hr/>
TOTAL SERVICE FEE (Less HST)	\$	32,829.18
(Total Schedules II + III)		
HST	\$	4,924.38
		<hr/>
TOTAL SERVICE FEE (Including HST)	\$	37,753.56

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	\$	1,872.18
o Compaction Testing	\$	
o Enter Description	\$	
o Enter Description	\$	
• Water Main Leakage Detection	\$	
• Sewer Main Infiltration Detection	\$	
• Enter Description	\$	
• Enter Description	\$	
		<hr/>
TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES	\$	1,872.18

SCHEDULE II
(Buildings & Treatment Facilities)

BASIC AND OTHER ADDITIONAL SERVICES FEES

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

SCHEDULE III
(Buildings & Treatment Facilities)
ADDITIONAL REIMBURSABLE ALLOWANCES

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

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

SCHEDULE IV
PROJECT SCHEDULE

- Project Start Date: June 19, 2019
- Materials Testing: June 28, 2019
- Issued for review drawings and specifications: July 5, 2019
- Issued for Tender drawings and specifications: July 12, 2019
- Construction Contract Awarded: August 9, 2019
- Project Completion Date: September 30, 2019

SCHEDULE V
OTHER GENERAL REQUIREMENTS

Attach the following:

- List of proposed Sub-Consultants
- Organization Chart
- List of Key Staff and per diem rates
- List of assigned staff and per diem rates
- Identification of number of person site visits and costs per site visit.
- IP0143 - Corner Brook Salt Shed Concrete Repairs
- TFP0907- City of CB Salt Shed Repair Material Testing

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

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

Enter Special Terms and Conditions

OR

1. No Special Terms and Conditions

SCHEDULE "C"

GENERAL TERMS AND CONDITIONS

Article - 1. PAYMENT

1.1 Consideration

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

Payment Option #1 ☒ Selected Option

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, Thirty Thousand, three hundred and fifty-seven dollars zero cents

(\$ 30,357) (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 \$. This amount must be included in Schedule II on the line entitled "Prime Consultant Project Expenses for Above Services".

(i) Enter Specific Reimbursible Items

Reimbursement Option B ☒ Selected Option

The Client shall only be responsible for the following reimbursable expenses, payable at cost, provided the Prime Consultant can demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement. This amount is estimated at \$ 600 and must be included in Schedule II on the line entitled "Prime Consultant Project Expenses for Above Services".

(i) Enter Specific Reimbursible Items

Reimbursement Option C ☐ Selected Option

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

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

1.3 Payment General

- (a) Regardless of the payment option selected in Article 1.1 and/or 1.2, the Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of Thirty-seven thousand seven hundred and fifty three dollars and fifty-six cents (\$ 37,753.56).
- (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
PO Box 1080
Corner Brook, NL
A2H 6E1

Article - 2. INFORMATION SUPPLIED BY THE CLIENT

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

Article - 3. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

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

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

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

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

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

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

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

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

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

3.9 The Prime Consultant shall:

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

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

Article - 4. EMPLOYEES OF THE PRIME CONSULTANT

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

Article - 5. ACCESS TO FACILITIES

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

Article - 6. RECORDS AND AUDIT

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

Article - 7. TERMINATION

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

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

Article - 8. NOTICES

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

For the Client:

James Warford, P. Eng.
City of Corner Brook
PO Box 1080
Corner Brook, NL
A2H 6E1

Phone: (709) 637 - 1626

Fax: (709) 637 - 1502

Email: jwarford@cornerbrook.com

For the Prime Consultant:

Cluney Mercer, P. Eng.
Wood Environment & Infrastructure Solutions
36 Pippy Place
PO Box 13216
St. John's, NL A1B 4A5

Phone: (709) 739 - 8404

Fax: (709) 722 - 7353

Email: cluney.mercer@woodplc.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.

13 June 2019

IP0143

Mr. Jim Warford
 Manager of Engineering Services
 City of Corner Brook
 P.O. Box 1080
 Corner Brook, NL
 A2H 6E1

Dear Mr. Warford,

**RE: Engineering Services Related to Phase 4 Concrete Repairs
 at the Salt Shed in Corner Brook, NL**

This letter proposal outlines Wood's scope of work for services related to Phase 4 concrete repairs at the salt shed in Corner Brook, NL.

1.0 SCOPE OF WORK

A review and investigation was completed DFP Consulting and Contracting Inc in an attempt to determine the cause and durability concerns related to cracking of the concrete walls in the Corner Brook salt shed structure. It was recommended that all cracks be filled to limit the ingress of chlorides during service. A limited testing program was undertaken to evaluate if the cracking was considered excessive and would lead to durability concerns and also to establish the overall structure's concrete properties. The testing results indicated that the concrete used in the salt shed did not meet all the requirements for the C-1 exposure set out in the specification document.

The City of Corner Brook engaged DFP Consulting and Contracting Inc. to review the Project and to provide recommendations for remediation for concrete repairs for the Corner Brook salt shed. The remediation recommendations are provided in the DFP Consulting and Contracting Inc. letter to the City of Corner Brook dated March 30, 2018. DFP Consulting and Contracting Inc. recommends protecting the concrete from further ingress by the application of a suitable coating or membrane layer.

Wood will provide the following services for this scope of work:

- J The repair procedure will be produced and sealed by DFP Consulting and Contracting Inc. through their contract with the City of Corner Brook. Wood will produce a Tender package for work associated with implementation of this repair procedure and will include all relevant front end documents, drawings and specifications for the concrete remediation. Wood will provide Issued for Construction drawings and specifications upon award of project to the successful contractor
- J Tender support, recommendation for award.
- J Contract Administration and Project closeout services, including issue of as-recorded drawings.
- J Full time Site Resident. Wood will provide full time site resident services, 8 hours per day for an anticipated construction duration of eight (8) weeks. Actual effort will be dependent upon the contractors schedule and in agreement with the City of Corner Brook.

133 Crosbie Road
 PO Box 13216
 St. John's, NL A1B 4A5
 Tel +1 709 722 7023
 woodplc.com

Wood Environment & Infrastructure Solutions
 Registered office:
 2020 Winston Park Drive, Suite 700, Oakville, ON L6H 6X7
 Registered in Canada
 No. 773289-9; GST: 899879050 RT0008; DUNS: 25-362-6642

Continued...



1.1 Deliverables

The primary deliverable will be Issued for Tender and Construction drawings, specifications and the Pre-Tender estimate.

1.2 Value Added Engineering

We can adjust the level of site resident services as needed during construction and as agreed by all parties.

1.3 Assumptions

For this Work, it is assumed that:

- J DFP Consulting and Contracting Inc. will provide a stamped repair procedure for this work through their contract with the City of Corner Brook.
- J Our level of effort for producing drawings assumes that the City of Corner Brook will provide CAD files for the salt shed.

2.0 COMMERCIAL OFFER

2.1 Estimate of Fees and Basis of Remuneration

Wood will perform the scope of work described in this Proposal document under a cost plus maximum arrangement for a total estimated fee of **\$30,957 (not including HST)**, broken down in the following table as per the RFP.

Project Stage	FEES
Site Visit	\$344
Design and Tender Documents	\$5,690
Tender and Award	\$951
Contract Administration	\$2740
Site Resident Inspection (based on 8 hrs per day x 8 wk construction duration)	\$19,635
As-Builts	\$996
Expenses	\$600
Total Lump Sum Fee (excluding HST)	\$30,957

Wood proposes to complete the work described above as per our standard terms and conditions listed in Attachment 1.

Continued...



2.2 Additional Services

Any additional Services required as a result of Client requested changes beyond the scope covered shall be paid by the Client based on Wood's hourly rates as set forth in our cost table below times hours spent on the Services. Wood will provide an estimate for approval, prior to proceeding with any addition services. If any further classifications are required, such classifications and the rates applicable thereto, shall be subject to the approval of the Client. In addition, any miscellaneous out-of-pocket expenses that are specifically incurred for the performance of any additional Services will be invoiced at cost.

Classification	Hourly Rates
Project Manager / Senior Engineer	\$172
Senior Engineer	\$141
Senior Tech	\$116
Administrative Staff	\$80

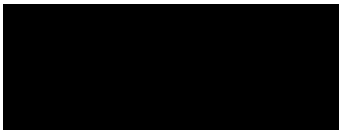
3.0 CLOSURE

We thank you for this opportunity to be of service to you and look forward to our continued relationship. Should you wish to proceed with this work under the terms and conditions outlined, please sign and return this letter authorizing the work to proceed. Please contact the undersigned should you require further clarification regarding this proposal.

Yours sincerely,

**Wood Environment & Infrastructure Solutions,
a Division of Wood Canada Limited**

Prepared by:



Chris Connolly, P. Eng.
Associate Engineer

Reviewed/Approved by:



Clifford Smith, P. Eng.
Associate Engineer – Civil

Accepted and Agreed on _____ day of _____, 2019

City of Corner Brook by: _____

Attachments

Attachment 1 – Terms and Conditions

cc: Cluney Mercer, Wood

36 Pippy Place
PO Box 13216
St. John's, NL A1B 4A5
Tel +1 709 722 7023
woodplc.com

Wood Environment & Infrastructure Solutions
Registered office:
2020 Winston Park Drive, Suite 700, Oakville, ON L6H 6X7
Registered in Canada
No. 773289-9; GST: 899879050 RT0008; DUNS: 25-362-6642

ATTACHMENT 1 – TERMS AND CONDITIONS

Wood Environment & Infrastructure Solutions, a division of Wood Canada Limited ("Wood") Terms and Conditions

1. **COMPENSATION:** Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice. Payment will be made to Wood at the address specified on Wood's invoice. If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Wood of that fact in writing within ten (10) days from the date of receipt of Wood's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

2. **STANDARD OF CARE:** WOOD will perform the Scope of Services utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Wood's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. **INDEPENDENT CONTRACTOR:** Wood shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Wood shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any. Unless otherwise agreed to in writing by Wood and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

4. **INSURANCE:** Wood will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

5. **CHANGES:** CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Wood, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. Should Wood encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Wood shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in Wood's reasonable opinion, the conditions cause an increase or decrease in Wood's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Wood's compensation, schedule, or both. In the event no Change Order is agreed to, Wood reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

6. **FORCE MAJEURE:** Should performance of Services by Wood be affected by causes beyond its reasonable control, Wood will be granted a time extension and the parties will negotiate an equitable adjustment to the price, where appropriate, based upon the effect of the Force Majeure on performance by Wood.

7. **CLIENT'S RESPONSIBILITIES:** CLIENT agrees to provide Wood all available material, data, and information pertaining to the Services.

8. **SITE ACCESS:** CLIENT shall at its cost and at such times as may be required by Wood for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Wood's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. Wood will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Wood in connection with its work.

9. **WARRANTY OF TITLE, WASTE OWNERSHIP:** CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. At no time will Wood assume possession or title, constructive or express, to any such materials, including samples and wastes.

10. LIMITATION OF LIABILITY:

CLIENT's sole and exclusive remedy for any alleged breach of Wood's standard of care hereunder shall be to require Wood to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WOOD TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENCE ACT(S), ERROR(S) OR OMISSION(S) OF WOOD IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO WOOD BY CLIENT UNDER THE AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (i) ALL PRESENT AND FUTURE CLAIMS AGAINST WOOD OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (ii) ANY LIABILITY OF WOOD IN EXCESS OF THE LIMITATION.

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Wood and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either Wood or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Wood shall be liable are limited to that proportion of such damages which is attributable to Wood's percentage of fault subject to the other limitations herein.

11. **INDEMNITY.** CLIENT agrees to defend, indemnify, protect and hold harmless Wood and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by Wood under this Agreement, unless such injury or loss is caused by the sole negligence of Wood.

12. **ASSIGNMENT AND SUBCONTRACTING:** Neither party shall assign its interest in this Agreement without the written consent of the other.

13. **COST ESTIMATES:** If included in the Services, Wood will provide cost estimates based upon Wood's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Wood's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

14. **TERMINATION:** Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by Wood to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

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18. **EXCLUSIVE USE.** Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Wood, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey Wood's reports or recommendations to any person or organization other than those identified in the project description without Wood's written authorization. CLIENT releases Wood from liability and agrees to defend, indemnify, protect and hold harmless Wood from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by Wood under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with Wood.

19. **ENTIRE AGREEMENT:** The terms and conditions set forth herein constitute the entire understanding and agreement of Wood and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Wood be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Wood. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure Wood services, but CLIENT's failure to do so shall not operate to modify this Agreement.

13 June 2019

Mr. Jim Warford
 Manager of Engineering Services
 City of Corner Brook
 P.O. Box 1080
 Corner Brook, NL
 A2H 6E1

Dear Mr. Warford,

RE: TFP0907- City of Corner Brook Municipal Salt Shed Repair Material Testing Services

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1.0 SCOPE OF WORK

The email requested the following services to be included:

- Three (3) cores for chloride profile analysis;
- Surface moisture testing services on each section prior to coating as per manufactures specification;
- Bond Strength testing of epoxy on test section at various intervals during construction;

Item 1 – Three (3) cores for chloride profile analysis

Wood will obtain three (3) cores from the existing concrete at locations chosen and identified by Owner or Owner's EOR DPF.

Wood assumes each core will be cut into four (4) sections for chloride testing;

Consistent with Wood Proposal IFP0143 Site Resident services Wood will distribute testing results to Owner or Owner's EOR DPF for interpretation and analysis.

Item 2 – Surface moisture testing services shall be included in Contract Specifications to be completed by the selected qualified Repair Contractor as per Repair Contractor's Quality Control Plan submission.

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 woodplc.com

Wood Environment & Infrastructure Solutions
 Registered office:
 2020 Winston Park Drive, Suite 700, Oakville, ON L6H 6X7
 Registered in Canada
 No. 773289-9; GST: 899879050 RT0008; DUNS: 25-362-6642

Continued...



2.0 COMMERCIAL OFFER

2.1 Estimate of Fees and Basis of Remuneration

Wood will perform the scope under Item 1 – Three (3) cores for chloride profile analysis as per the unit rates provided under Table 1: Estimated Chloride Profile Analysis (3 Cores).

Table 1: Estimated Chloride Profile Analysis (3 Cores)

Description	Unit	QTY	Cost	Price
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Chloride (CSA A23.2-4B)	Ea	12	\$ 20.00	\$ 240.00
Shipping	Cost+10%	1	\$ 50.00	\$ 50.00
Sub total				\$ 1,743.00
Office Admin				\$ 129.18
Total				\$ 1,872.18

Consistent with the terms of reference for the proposed Resident Inspection scope, all design and interpretation of information provided by Wood will be the responsibility of the EOR.

All testing services required and any additional services as a result of issues with the material, additional samples, or any delays beyond our control will be charged at the Table 1 rates. This is an estimated cost only. The total time consideration is directly related to the project schedule, the quantities involved, and Owner's inspection requirements for the project. Actual time and or costs may be slightly more or less.

Wood proposes to complete the work described above as per our standard terms and conditions listed in Attachment 1.

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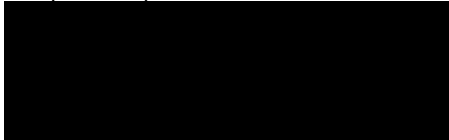
3.0 CLOSURE

We thank you for this opportunity to be of service to you and look forward to our continued relationship. Should you wish to proceed with this work under the terms and conditions outlined, please sign and return this letter authorizing the work to proceed. Please contact the undersigned should you require further clarification regarding this proposal.

Yours sincerely,

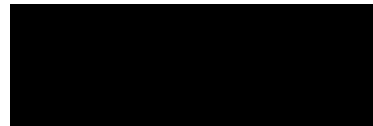
**Wood Environment & Infrastructure Solutions,
a Division of Wood Canada Limited**

Prepared by:



Stephen Cutcliffe, P. Eng.
Materials Laboratory Manager

Reviewed/Approved by:



Yvette Hughes, P. Eng.
Principal Engineer

Accepted and Agreed on _____ day of _____, 2019

City of Corner Brook by: _____

Attachments

Attachment 1 – Terms and Conditions

ATTACHMENT 1 – TERMS AND CONDITIONS

Wood Environment & Infrastructure Solutions, a division of Wood Canada Limited (“Wood”) Terms and Conditions



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2. STANDARD OF CARE: WOOD will perform the Scope of Services utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Wood's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. INDEPENDENT CONTRACTOR: Wood shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Wood shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any. Unless otherwise agreed to in writing by Wood and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

4. INSURANCE: Wood will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

5. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Wood, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. Should Wood encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Wood shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in Wood's reasonable opinion, the conditions cause an increase or decrease in Wood's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Wood's compensation, schedule, or both. In the event no Change Order is agreed to, Wood reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

6. FORCE MAJEURE: Should performance of Services by Wood be affected by causes beyond its reasonable control, Wood will be granted a time extension and the parties will negotiate an equitable adjustment to the price, where appropriate, based upon the effect of the Force Majeure on performance by Wood.

7. CLIENT'S RESPONSIBILITIES: CLIENT agrees to provide Wood all available material, data, and information pertaining to the Services.

8. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by Wood for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Wood's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. Wood will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Wood in connection with its work.

9. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. At no time will Wood assume possession or title, constructive or express, to any such materials, including samples and wastes.

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13 June 2019

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 A2H 6E1

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 No. 773289-9; GST: 899879050 RT0008; DUNS: 25-362-6642

Continued...



2.0 COMMERCIAL OFFER

2.1 Estimate of Fees and Basis of Remuneration

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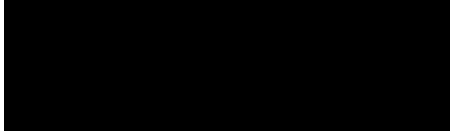
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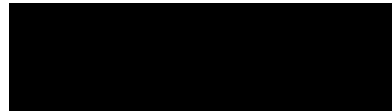
**Wood Environment & Infrastructure Solutions,
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Prepared by:



Stephen Cutcliffe, P. Eng.
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Reviewed/Approved by:



Yvette Hughes, P. Eng.
Principal Engineer

Accepted and Agreed on _____ day of _____, 2019

City of Corner Brook by: _____

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6. FORCE MAJEURE: Should performance of Services by Wood be affected by causes beyond its reasonable control, Wood will be granted a time extension and the parties will negotiate an equitable adjustment to the price, where appropriate, based upon the effect of the Force Majeure on performance by Wood.

7. CLIENT'S RESPONSIBILITIES: CLIENT agrees to provide Wood all available material, data, and information pertaining to the Services.

8. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by Wood for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Wood's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. Wood will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Wood in connection with its work.

9. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. At no time will Wood assume possession or title, constructive or express, to any such materials, including samples and wastes.

10. LIMITATION OF LIABILITY:

CLIENT's sole and exclusive remedy for any alleged breach of Wood's standard of care hereunder shall be to require Wood to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WOOD TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENCE ACT(S), ERROR(S) OR OMISSION(S) OF WOOD IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO WOOD BY CLIENT UNDER THE AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST WOOD OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF WOOD IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, Wood would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Wood, (iv) the Limitation is merely a limitation of, and not an exculpation from, Wood's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Wood, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Wood performing the Services in accordance with the Standard of Care.

Wood and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either Wood or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Wood shall be liable are limited to that proportion of such damages which is attributable to Wood's percentage of fault subject to the other limitations herein.

11. INDEMNITY. CLIENT agrees to defend, indemnify, protect and hold harmless Wood and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by Wood under this Agreement, unless such injury or loss is caused by the sole negligence of Wood.

12. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other.

13. COST ESTIMATES: If included in the Services, Wood will provide cost estimates based upon Wood's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Wood's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

14. TERMINATION: Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by Wood to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.


15. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the province of the Wood office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

16. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Wood. The presence of Wood's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Wood's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Wood is not responsible for safety or security at a site, other than for Wood's employees, and that Wood does not have the contractual duty or legal right to stop the work of others.

17. DISPUTES: Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the province of the Wood office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

18. EXCLUSIVE USE. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Wood, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey Wood's reports or recommendations to any person or organization other than those identified in the project description without Wood's written authorization. CLIENT releases Wood from liability and agrees to defend, indemnify, protect and hold harmless Wood from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by Wood under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with Wood.

19. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of Wood and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Wood be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Wood. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure Wood services, but CLIENT's failure to do so shall not operate to modify this Agreement.

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Salt Shed PCA Amendment No. 4	
Report Information	
Department: CEDP	Attachments: Amendment
Prepared By: James Warford	Council Meeting Date: 17 June 2019

Recommendation: Staff recommend Option 1, That the Council of the City of Corner Brook approve an amendment to the existing agreement with DPF Consulting and Contracting Inc. in the amount of \$30,360.00 (HST Included) for consulting services related to remediation of concrete at the salt shed and that the following motion be supported:

Be it resolved that the Council of the City of Corner Brook approve an amendment to the existing the agreement with DPF Consulting and Contracting Inc. in the amount of \$30,360.00 (HST included) for consulting services related to the remediation of the salt shed concrete foundation.

Issue: This amendment formalizes the extension of consulting services of DPF Consulting and Consulting Inc. and their duties, rights and obligations as related to concrete remediation work at the salt shed.


Background: Deficiencies have been identified in the concrete foundation walls of the salt shed. A concrete specialist, DPF Consulting and Contracting Inc. was retained to conduct fairly extensive investigation into the issues and to made recommendations for a remediation program. The next stage is to proceed with tendering and construction to remediate the concrete in accordance with the recommendations of the investigation. DPF Consulting and Contracting will be providing specialized engineering services in support of this project.

Options:

1. That the Council of the City of Corner Brook approve an amendment to the existing PCA with DPF Consulting and Contracting Inc. in the amount of \$30,360.00 (HST Included) to provide engineering services related to remediation of the salt shed concrete foundation walls.
2. That the Council of the City of Corner Brook not execute the agreement with DPF Consulting and Contracting Inc.
3. That the council of the City of Corner Brook give other direction to staff.

Legal Review: NA

Governance Implications: NA

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Budget/Financial Implications: Costs to be covered under MYCW-17-17-12197

Environmental Implications: None

Prepared by: James Warford	[Redacted]	
Director: Darren Charters		
City Manager: Rodney Cumby		
Date:		

Additional Comments by City Manager:

DPF Consulting and Contracting Inc.

June 14, 2019

Jim Warford
 Manager of Engineering Services
 City of Corner Brook
 P.O. Box 1080
 Corner Brook, NL A2H 6E1

Dear Mr. Warford

RE: Corner Brook salt shed remediation supervision proposal

DPF Consulting and Contracting Inc. is pleased to provide the following salt shed remediation supervision proposal and estimated cost projections. There are several aspects of the project that are not easily estimated without a set remediation project timeline therefore the attached timelines are estimates.

For the purpose of estimating costs, the project has been broken into sections with times and costs associated with consulting and travel times estimated for each. A brief description of the activities in each section is provided below.

Consulting Services (Pre-bid documents)

(~16hrs consulting)

- Perform chloride profile testing and analysis on 3 cores extracted from the structure by (Wood) at specified locations. (3 @\$2000/each)
- Finalize surface preparation requirements based on chloride profile results and submit to wood for inclusion in the bid documents
- Review bid documents prior to submission

Consulting Services (Selected contractor submission)

(~12hrs consulting)

- Review proposed alternate repair material/discuss with contractor etc to confirm conformance
- Review and approve shop drawings for general compliance to the project requirements

Pre-Construction Site Visit

(~24 hrs consulting)

- Pre Qualification phase
 - Validate surface preparation and moisture content and observe test section application (day 1)
 - Pre-construction meeting (day 2)
 - Review QC laboratory results on test section

DPF Consulting and Contracting Inc.

Construction Phase

(~16hrs consulting)

- Review QC progress report and testing results (surface moisture/bond testing) during construction phase

Post-Construction Site visit

(~20hrs consulting)

- Site visit to carry out final review of the work
- Issue substantial performance and completion certificate

Table 1 summarizes the estimated fees and costs. The fees are based on a consulting fee of \$200/hr for consulting services.

Table 1 Estimated fees and cost

	Mileage/ parking	Flight	Car rental	Meals	Hotel	Consulting/ testing fee
Consulting (pre bid)						\$9200
Consulting (sub.)						\$2400
Pre-Construction	\$80	\$700	\$250	\$150	\$400	\$4800
Construction						\$3200
Post-Construction	\$120	\$700	\$125	75	\$200	\$4000
Total	\$200	\$1400	\$375	\$225	\$600	\$23600

Due to the nature of the project being completed in stages, invoicing will follow the process as shown in Table 2.

Table 2 Staged project invoicing

Invoice #	Stage Description	Invoice Amount
1	Pre bid	\$9200
2	Pre const.	\$8780
3	Final	\$8420
Total		\$26400

If you have any questions please don't hesitate to contact me.

Best Regards,

Dr.Dean Forgeron P.Eng.

Government of Newfoundland & Labrador
Department of Municipal Affairs & Environment
PCA Amendment – Change Order Notice

Page 1 of 2

Form # 5A

February 2019

PROJECT NAME: Salt Shed DMAE PROJECT No.: 12197CHANGE ORDER NUMBER: 4 DATE: June 17, 2019**.1 NOTICE**

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

The Consultant 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 Consultant shall return a signed copy of this document along with a revised Schedule II and III as per Item 7 below to the Regional Engineer for review and approval. Should it be decided to proceed with the work, an approved copy will be returned to the Consultant with Regional Engineers Signature. Work shall not proceed until the written authorization is received.

.3 DESCRIPTION OF CHANGE

Consulting Services with respect to remediation supervision on the Corner Brook Shed

.4 EFFECT OF CHANGE ON CONTRACT

This change order (**will / will Not**) affect the approved completion date (**Circle correct statement**).

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

WORKING DAYS: _____ REVISED COMPLETION DATE: _____

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

AMOUNT

() No Change

() Addition to Contract including GST payable by the Owner \$ 30,360.00 _____

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

CONSULTANT: _____ (Signature)

Government of Newfoundland & Labrador
Department of Municipal Affairs & Environment
PCA Amendment – Change Order Notice

Page 2 of 2

Form # 5A

February 2019

Authorized Contract Amount	\$ 8,803.38
Previous Change Orders	\$ 69,517.50
This Change Order	\$30,360.00
New Approved Contract Amount	\$108,680.88

.5 AUTHORIZATION TO PROCEED

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

DATE: _____ Municipality/Owner: _____
DATE: _____ Regional Engineer: _____

.6 CANCELLATION OF CNOTEMPLATED CHANGE

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

DATE: _____ Municipality/Owner: _____

.7 ENCLOSED DOCUMENTS

To expedite the process please submit the following documents to the Regional Engineer for review and approval:

- 1) A copy of this document signed by Town and Consultant.
- 2) An up to date Schedule II and III of current approved Prime Consultant Agreement (PCA) including all previous approved change orders, include requested changes as per specific line items identified in Schedule II and III, and a revised PCA Schedule II and III based on requested changes as per applicable appendix “A” or “B” identified below. (This information is necessary for Project Representatives to update MSIS.)

“Appendix A” – Water, Sewer, and Municipal Roads

“Appendix B” – Building & Treatment Facilities

- 3) Any additional supporting documentation as necessary.

Note: upon Regional Engineer approval the document will be forwarded to Project Representative for processing in MSIS at which time a copy of the documents containing Regional Engineer signature will be returned to the Consultant for distribution to all applicable parties.

Appendix A
SCHEDULE II – Water, Sewer, & Municipal Roads
Basic and Other Additional Services Fees

Service Items	Current Approved PCA amount including all previous approved COs	New Requested Change order as per Service item (+ / -)	Revised PCA Amount as per Service Item
• Basic Service			
- 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			
○ Commisioning			
○ Enter Description			
• Prime Consultant Project Expenses for above services			
Total Basic and Other Services Fees			
Total Additional Reimbursable Allowance (From Schedule III)			
Total Service Fee (Less HST) (Total Schedules II + III)			
HST			
Total Service Fee (Including HST)			

Appendix A
SCHEDULE III – Water, Sewer, & Municipal Roads
Additional Reimbursable Allowances

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

Service Items	Current Approved PCA amount including all previous approved COs	New Requested Change order as per Service item (+ / -)	Revised PCA Amount as per Service Item
• Site Surveys			
• Geotechnical Investigations			
• Materials Testing			
- Asphalt Extractions			
- Concrete Testing			
- Compaction Testing			
- Enter Description			
- Enter Description			
• Water Main Leakage Detection			
• Sewer main Infiltration Detection			
• Enter Description			
• Enter Description			
Total Additional Reimbursable Allowances			


Appendix B
SCHEDULE II – Building & Treatment Facilities
Basic and Other Additional Services Fees

Service Items	Current Approved PCA amount including all previous approved COs	New Requested Change order as per Service item (+ / -)	Revised PCA Amount as per Service Item
• Programming Advisory Services			
• Basic Service			
- Concept Design			
- Design Development		\$23,600.00	\$23,600.00
- Contract Documents			
- Proposal/Tendering & Contract Award			
- Contract Administration			
• Project Completion Phase and Project Record Drawings			
• Other Additional Services:			
- Commissioning	\$13,000.00		\$13,000.00
o Enter Description			
o Enter Description			
- Resident Services during Construction			
oPhase III Testing,Lab batching, site visit & Reporting	\$39,950.00		\$39,950.00
oPhase IV remediation modeling & recommendations for protective barrier on bldg..	\$7,500.00		\$7,500.00
- Design Services – Segregated Construction Contracts			
- Construction Management – Multiple Contracts			
• Prime Consultant Project Expenses for Above Services	\$515.45	\$2,800.00	\$3,315.45
Total Basic and Other Services Fees	\$60,965.45	\$26,400.00	\$87,365.45
Total Additional Reimbursable Allowance (From Schedule III)	\$7,150.00		\$7,150.00
Total Service Fee (Less HST) (Total Schedules II + III)	\$68,115.45	\$26,400.00	\$94,515.45
HST	\$10,205.43	\$3,960.00	\$14,165.43
Total Service Fee (Including HST)	\$78,320.88	\$30,360.00	\$108,680.88

Appendix B
SCHEDULE III – Building & Treatment Facilities
Additional Reimbursable Allowances

List below Allowances for specific project expenses not included in Schedule II

Service Items	Current Approved PCA amount including all previous approved COs	New Requested Change order as per Service item (+ / -)	Revised PCA Amount as per Service Item
• Site Surveys			
• Geotechnical Investigations			
• Materials Testing			
• Water Main Leakage Detection			
• Sewer main Infiltration Detection			
• Treatment Process Piloting			
• Consultant review of Slat Shed build documents/site visit	\$7,000.00		\$7,000.00
• Administrative costs	\$150.00		\$150.00
Total Additional Reimbursable Allowances	7,150.00		\$7,150.00

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Sale & Lease of City Land on West Street/Todd Street	
Report Information	
Department: Finance & Administration	Attachments: Draft purchase and sale agreement; draft lease agreement
Prepared By: Brandon Duffy	Council Meeting Date: June 10, 2019

Recommendation:

That Council approve the sale of City land located on West Street/Todd Street to 78117 Newfoundland & Labrador Limited, and that Council approve the lease between 78117 Newfoundland & Labrador Limited for parking spaces located on Todd Street.

Be it RESOLVED that the Council of the City of Corner Brook approve the execution of the purchase and sale agreement with 78117 Newfoundland and Labrador Limited for the sale of land on Todd Street.

Be it FURTHER RESOLVED that the Council of the City of Corner Brook approve the lease agreement with 78117 Newfoundland and Labrador Limited for the parking spaces located on Todd Street.

Issue:

The City of Corner Brook requires a formal agreement be in place for the sale, and lease of land to 78117 Newfoundland & Labrador Limited.

Background:

The City of Corner Brook was approached by 78117 NEWFOUNDLAND & LABRADOR LIMITED (Formerly Majors Logging Ltd) to purchase City land for more parking for their new development located at 55 West Street. It was then discussed that the City would sell a portion of this land and enter into a lease agreement where 78117 Newfoundland & Labrador Limited will be responsible to relocate the trailhead and construct 22 parking spots off Todd Street which would include all subsurface work, site grading, retaining walls, drainage and curb work at no cost to the City. The construction work would not include the base course or top coat of asphalt but the City would not restrict them from placing asphalt should they desire.

In turn the City will sell the portion of City land they require for \$1.00 (for approx. 400m²) and lease a total of 12 parking spots (12 out of 22 in total, the City will meter the remaining 10 spots) for 10 years for \$1.00/year with the option to extend that period if they supply alternative downtown area (location will be subject to City approval).

Options:



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

1. That Council approve the execution of the lease and sale agreement. This will allow the construction of the parking spaces to continue and be ready when required.
2. That Council not approve the execution of the lease and sale agreement. This would delay the construction on the site, and have an impact on the parking needs for the City and the developer.
3. That Council approve the execution of one of either the lease agreement or sale agreement. The agreements were negotiated in conjunction with each other and the terms would expect to be required to be changed if only one were being approved.

Legal Review:

The draft agreements have been reviewed by the City Solicitor.

Governance Implications:

There are not any governance implications of approving this transaction.

Budget/Financial Implications:

The approval of these agreements will not have any immediate direct financial impacts. The construction of the parking spots by 78117 Newfoundland and Labrador will mean the funds to construct the City parking spots will not need to be sourced by the City. These parking spots will be able to be revenue generating parking spots when completed.

Environmental Implications:

There are no environmental implications that are not be covered by the building permits.

Prepared by: Brandon Duffy	
Director: Dale Park	
City Manager: Rodney Cumby	
Date:	

Additional Comments by City Manager:

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made in duplicate at the City of Corner Brook in the Province of Newfoundland and Labrador this _____ day of _____, 2019.

BETWEEN

CITY OF CORNER BROOK, a body corporate duly continued pursuant to the *City of Corner Brook Act*, RSNL 1990, c. C-15, as amended (hereinafter referred to as "the Seller")

AND

78117 NEWFOUNDLAND & LABRADOR LIMITED a body corporate duly incorporated under the laws of Newfoundland and Labrador with Registered office in Deer Lake, Newfoundland and Labrador (hereinafter referred to as "the Buyer")

WHEREAS the Sellers own property located to the rear of 55 West Street in the City of Corner Brook, Province of Newfoundland and Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property");

AND WHEREAS the Sellers desire to sell The Property and the Buyer wishes to purchase the property;

NOW THEREFORE IN CONSIDERATION of the sum of \$1.00 and other valuable consideration (the receipt and sufficiency whereof is hereby acknowledged by both parties hereto) now paid by each party to the other, the parties hereby agree as follows:

PROPERTY AND PURCHASE PRICE

1. The Seller hereby agrees to sell and the Buyer agrees to purchase the Property located to the rear of 55 West Street in the City of Corner Brook, Province Newfoundland & Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property") at a purchase price of One Dollar (\$1.00) subject to the provisions of paragraphs 6 & 8 herein and plus taxes in accordance with paragraph 5(a) and paragraph 5(b) regarding HST (hereinafter referred to as "the Purchase Price").

CLOSING

2. This agreement shall be completed on or before the 31st day of May, 2019 (hereinafter called the "closing" or "closing date").

TITLE SEARCH

3. The Seller is to furnish the Buyer with a sketch of The Property which is the subject of this agreement within 5 days of signing this agreement, after receipt whereof the Buyer is allowed 30 days to investigate the title to The Property, which the Buyer shall do at its own expense. If within that time any valid objection to title is made in writing, to the Seller, which the Seller is unable or unwilling to remove, and which the Buyer will not waive, this agreement shall be null and void and any deposit herein shall be returned to the Buyer, without interest and without liability by the Buyer for any expenses incurred or damages sustained by the Seller.

CONVEYANCE

4. The conveyance of The Property which is the subject of this agreement shall be by warranty deed, drawn at the expense of the Seller, to be delivered on payment of the Purchase Price to the Buyer's lawyer on the closing date. The Property is to be conveyed subject to any existing right of ways or easements located on and under The Property which shall include but not be limited to waterlines, sanitary and storm sewer systems. The Buyer agrees to register the Deed with the Registry of Deeds for Newfoundland and Labrador forthwith after closing and to pay any costs of registration. In the event that the Buyer does not retain a lawyer to represent the Buyer on this purchase the Buyer agrees that

the cost of registration of the Deed will be added to the Purchase Price payable by the Buyer to the Seller on closing and the Seller will arrange registration of the original Deed which would then be delivered to the Buyer immediately upon the Seller having received the Registered Deed from the Registry of Deeds.

ADJUSTMENTS AND HST

5.
 - a) All interest, rentals, taxes and rates on the premises, and assessments are to be adjusted to the date of closing. For further clarity, while The Seller does not pay municipal taxes, The Buyer will pay municipal tax in the year of Closing based on the amount of municipal taxes that would have been levied against the property and business if The Buyer had owned the property on January 1st of the year of Closing. That sum would then be adjusted to the date of closing such that The Buyer would pay taxes prorated from the date of closing to the end of the year of Closing. The cost of municipal improvements, (including, but without limiting the generality of the phrase "municipal improvements", betterment charges and capital charges for utility or municipal services) completed as of the date of this agreement, are to be paid by the Seller on or before the closing date unless otherwise stated.
 - b) Except as otherwise provided in this agreement, if this transaction is subject to the harmonized sales tax, hereinafter referred to as HST, such HST shall be added to the Purchase Price and will be remitted in accordance with the applicable legislation.

CONDITIONS

6. The Purchase Price set out in this agreement is subject to the Buyer completing development of parking spaces to the satisfaction of the Seller as further detailed in a Lease Agreement between the parties signed the same date as this Agreement on or before September 29th, 2020. In the event that the Buyer fails to complete the parking spaces within this timeline, the Buyer shall pay to the Seller forthwith a penalty in the amount of three dollars and twenty-two cents (\$3.22) for each square foot of the Property that was sold to the Buyer under this Agreement.

SUBDIVISION/CONSOLIDATION

7. The Property is being sold on the condition that the Buyer will apply to the Vendors Community Services Department for consolidation with the Buyer's existing 55 West Street. When consolidated the Buyer hereby agrees that the property will not be subdivided without written approval from the Sellers

SURVEY

8. The Sellers shall only supply the Buyer with the sketch of the Property annexed hereto as Schedule "A" A new survey and legal description is required to complete the transaction, which survey and legal description shall be arranged by the Seller but at the expense of the Buyer, the cost of which shall be added to the Purchase Price on Closing.

EASEMENTS/RIGHT OF WAYS

9. That the Property contain or may contain in the future various infrastructure, including storm sewers, waterlines, sanitary sewers, lift stations, back-up generators, fiber optic cables, power-lines and poles (hereinafter collectively referred to as "Infrastructure"), which Infrastructure shall remain and run with the Property

TENDER

10. Any tender of documents to be delivered or money payable hereunder may be made upon the Sellers or the Buyer or any party acting on their behalf. Money paid, shall be lawful money of Canada and paid by solicitors trust cheque, or certified cheque (or their equivalent) drawn on a Chartered Canadian Bank, Trust Company or Credit Union.

AS IS WHERE IS/BUYER ACCEPT LIABILITY

11. The Buyer hereby agrees to accept The Property “as is” along with any contaminants therein or thereon and the Buyer agrees to indemnify and hold the Seller harmless in relation to any and all claims, demands, losses, costs, charges, expenses, actions and other proceedings made, brought against, suffered by or imposed on the Seller or the Property, whether foreseeable or not whatsoever arising from contaminants in or upon or originating from the Property, including but not limited to claims for loss, damage or injury (including injury resulting in death) to any person or property and any Orders or directives issued against the Seller by the Government of Canada and/or Government of Newfoundland and Labrador and/or any requirements imposed on the Seller by the Government of Canada and/or Government of Newfoundland and Labrador with respect to contamination on or in the Property.
- a) The Buyer acknowledges and agrees that the Property is being sold and The Buyer is purchasing The Property on an "as is" basis, and The Seller shall have no liability or obligation with respect to the value, state or condition of The Property and any deficiencies in the Property or repairs, replacements or other work required with respect to the Property, environmental or otherwise.
 - b) The Buyer acknowledges and agrees that the Seller makes no representations or warranties of any kind express or implied that the present use or the future intended use by The Buyer is or will be lawful or permitted or as to the suitability of The Property for development.

SURVIVE CLOSING

- 12.
- a) The termination of this Agreement shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this indenture which has accrued but not been properly satisfied or discharged including but not limited to the conditions to penalty provisions in paragraph 6.
 - b) All warranties, representations, indemnities, and “save harmless” provisions contained in this agreement shall survive closing or other termination unless otherwise stated in this agreement.

OVERDUE PAYMENTS

13. In the event that the Buyer does not pay any amounts owing to the Seller under the provisions of this Agreement within thirty (30) days of the Seller having provided notice to the Buyer that the amount is due and owing, including but not limited to any amounts due and owing under any indemnity and save harmless and penalty provisions of this agreement, the Seller may commence legal action to collect the sums owing and the Buyer shall pay any and all costs and expenses the Seller incur, including but not limited to the cost of the Sellers’ legal representation on a solicitor-client basis and compound interest on any amounts due and owing at a rate of 5% per annum commencing on the date the Seller first provide notice to the Buyer in accordance with this provision.

BINDING

14. This agreement shall enure to the benefit of and be binding upon the parties hereto, its heirs, executors, administrators, successors and assigns.

NON-WAIVER

15. No condonation, excusing or overlooking by the Sellers of any default, breach or non-observance of any of the Buyer’s obligations under this Agreement at any time shall affect the Sellers’ remedies or rights with respect to any subsequent (even if by way of continuation) default, breach or non-observance.

CUMULATIVE RIGHTS

16. All rights and remedies of the parties under this Agreement shall be cumulative and not alternative.

NO COLLATERAL AGREEMENTS

17. There are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this agreement other than as set out in this agreement, which constitutes the entire agreement between the parties, concerning the Property and which may be modified only by further written agreement under seal.

PAYMENTS

18. All Payments under this Agreement to be made to the Seller shall be to the attention of the City Solicitor:

City Hall
5 Park St, Suite 3130
P.O. Box 1080
Corner Brook, NL
A2H 6E1

SEVERABILITY

19. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision and any invalid provision will be severable.

JURISDICTION

20. This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws in effect in the Province of Newfoundland and Labrador, and the laws of Canada, as applicable. In the event any matter under this contract requires court action, the parties agree to attorn to the court of competent jurisdiction in or nearest to the City of Corner Brook.

NOTICE

21. Any notice pursuant to any of the provisions of this Agreement shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:

- a) In the case of notice to the Seller to:

City Solicitor
City of Corner Brook
5 Park St., Suite 3130
P.O. Box 1080
Corner Brook NL
A2H 6E1

- b) In the case of notice to the Buyer to:

78117 Newfoundland & Labrador Limited
112 Trans-Canada Highway
Deer Lake, NL Canada, A8A 2E4

- c) Or to such other address and/or addressee as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal services affecting the handling or delivery thereof, on the fifth (5th) business day, excluding Saturdays, next following the date of mailing.

DOCUMENTS

22. The Buyer and Seller will, at any time, and from time to time execute and deliver to the other any document or documents that the other reasonably requires to give effect to the terms of this

Agreement

GENDER/NUMBERS

23. This agreement is to be read with all changes of gender or number required of the context.

HEADINGS

24. The headings contained in this Agreement are for convenience only and do not affect the meaning of any of the provisions of this Agreement.

DATED AT _____ this ____ day of _____, 2019.

SIGNED, SEALED & DELIVERED
in the presence of:

IN WITNESS WHEREOF I have
hereunto set my hand and seal

Witness

Mayor Jim Parsons

Witness

City Clerk or City Manager

DATED AT _____ this ____ day of _____, 2019.

SIGNED, SEALED & DELIVERED
in the presence of:

IN WITNESS WHEREOF I have
hereunto set my hand and seal

78117 NEWFOUNDLAND & LABRADOR LIMITED

Witness

Darcy Major

THIS LEASE made in duplicate as of the ____ day of _____, 2019

BETWEEN: **CITY OF CORNER BROOK**, a body corporate, existing and continuing under the provisions of *The City of Corner Brook Act*, RSNL 1990, c. C-15 as amended, (hereinafter called the "Landlord")

of the One Part

AND **78117 NEWFOUNDLAND & LABRADOR LIMITED**, a body corporate duly incorporated under the laws of the Province of Newfoundland and Labrador (hereinafter called the "Tenants")

of the Other Part

THIS LEASE WITNESSETH that in consideration of the rents, covenants and conditions hereinafter reserved and contained the parties hereto covenant and agree as follows:

PREMISES LEASED

1. The Landlord hereby demises and leases to the Tenant and the Tenant hereby leases from the Landlord, on and subject to the terms and conditions hereinafter set forth, all that real property described in the survey and plan attached hereto as Schedule "A" (hereinafter called the "Property").

TERM

2. Subject to any provisions for early termination otherwise stated in this Agreement, THE LANDLORD HEREBY LEASES AND DEMISES unto the Tenant the Property commencing on the 30th day of April 2019, and continuing for a period of ten (10) years following the date on which the Landlord has issued an occupancy permit for the hotel that the Tenant is constructing at 55 West Street, Corner Brook, NL. This Lease and Demise is also subject to all other terms and conditions set forth in this Agreement.

RENT

3. Provided the Tenant completes the hotel and parking spaces as set out in this Agreement, the Tenant shall pay to the Landlord a rental of One Dollar (\$1.00) plus applicable Harmonized Sales Tax (HST) per annum due on the date of signing of this Agreement and on each anniversary thereafter.

USE

4. The Property shall be used for the purpose of parking. There shall be no change in use other than that related to the aforementioned use relating thereto without the prior consent in writing of the City of Corner Brook.

PAYMENT OF TAXES

5. The Tenant shall pay or cause to be paid all rates, taxes and assessments, of whatsoever description that may at any time during the existence of the Lease be lawfully imposed and become due and payable, upon, or in respect of the Property or any part thereof.

CONDITION

6.
 - a. The Tenant shall remove forthwith anything or matter placed on, under, or over the Property upon being requested ("The Request") to do so by any agent, servant, or officer of the Landlord. If the Tenant is of the opinion that The Request is unreasonable, the Tenant shall have the right to make this known in writing to the City within ten (10) days of said notice and at which time, the Tenant may ask the Corner Brook City Council to re-examine the reason(s) for The Request.
 - b. The use of the Property shall be subject to any easements over the Property for water, sewer and storm lines and/or utilities.
 - c. The Tenant commits to the construction of the parking spaces identified as #1-22 on the Anderson Engineering Consultants Ltd Project #181485 Drawing number C1.1 dated January 21, 2018 ("the Drawing") (or as amended and approved by the Landlord) and as approved by the Landlord on or before September 29th, 2020.
 - d. The construction of these parking spaces will include all subsurface work, site grading, retaining walls, drainage and curb work. The surface material may be permitted to be class A material or as approved by the Landlord. The construction work does not include the base course or top coat of asphalt. The Tenant is not restricted from placing asphalt should the Tenant desire.
 - e. The construction of the parking spaces must be completed on or before September 29th, 2020.
 - f. The Tenant will construct all those parking spaces identified in the Drawing as #1-22, but on completion the Tenant shall use only those 12 parking spaces identified as #11-22 inclusive. The remaining 10 parking spaces identified at #1-10 inclusive shall be for the use of the Landlord.
 - g. The Tenant shall factor into the construction of the parking lots, space for a trailhead entrance to Bertram Butler Trail and Three Bear Mountain as approved by the Landlord. If the trailhead entrance will consume one of the parking spaces the parties agree that the reduction in parking spaces shall not exceed one space and will be taken from the Landlord's allotment of parking spaces.
 - h. The term of this Agreement may be extended by the Landlord in writing if the Tenant were to provide additional parking space to the Landlord in the Central Business

District of the City ("Additional Parking"). The Additional Parking space must be in a location that is accessible by the public and of a similar condition as the parking spaces being developed in the Drawing pursuant to this Agreement.

- i. There shall not be any rent charged by the Tenant to the Landlord for any Additional Parking spaces.
- j. Each Additional Parking space that is provided for a one (1) year period will entitle the Tenant to one (1) additional month of lease of the parking spaces identified as #11-22 at a rental fee of One Dollar (\$1.00) per month. If the Tenant were to provide the Landlord with 12 Additional Parking spaces for one (1) year, the Tenant would be entitled to parking spaces #11-22 for one (1) additional year beyond the ten year term identified in paragraph 2. The Tenant may provide the Landlord with the Additional Parking spaces at any time after the first year of the Lease and this will be included in a calculation for the additional Lease term to begin after the 10th year of the Lease.
- k. The Landlord reserves the right to erect parking control devices or parking meters on the Additional Parking spaces, and any revenues generated from the Additional Parking spaces shall exclusively belong to the Landlord.
- l. The Landlord will commit to the paving of the parking spaces identified in the Drawing as #1-22 as funding and weather permits on or before the 3rd calendar year following completion of the construction of the parking spaces.

GENERAL COVENANTS

- 7.
 - a. The Tenant covenants with the Landlord:
 - i. to pay rent; and
 - ii. to observe and perform the covenants of this Lease on the part of the Tenant to be observed and performed.
 - b. The Landlord covenants with the Tenant:
 - i. for quiet enjoyment; and
 - ii. to observe and perform the covenants of this Lease on the part of the Landlord to be observed and performed.

TENANT'S IMPROVEMENTS

- 8.
 - a. The Tenant shall not make any changes to the Property without the prior written consent of the Landlord, and shall not construct any permanent structures on the Property. This includes the improvements that will required in the Anderson Engineering Consultants Ltd Project #181485 Drawing number C1.1 dated January 21, 2018 (or as amended and approved by the Landlord)

- b. The Tenant shall not place any structures or erections upon the Property without the prior written consent of the Landlord.

INSURANCE

9.

- a. The Tenant, at the Tenant's expense, hereby covenants and agrees to obtain and maintain and keep in force for the mutual benefit of, and in the names of the Landlord, the Tenant and such other parties as the Landlord may from time to time designate, such insurance as may be customary for the owners of similar property as respects loss of or damage to the Property or liability arising therefrom. The Tenant shall promptly furnish to the Landlord copies of insurance policies or other evidence satisfactory to the Landlord of such insurance and any renewals thereof
- b. The Tenant agrees that the Landlord shall have a first right to receive and a lien on the insurance proceeds.
- c. The Tenant agrees that if the Landlord produces this Lease to the Insurer it will be sufficient authority for the Insurance Company to pay the Landlord any insurance money that is payable due to a loss. By signing this lease, the Tenant authorizes and directs the Insurance Company to do so.

COMPLIANCE WITH REGULATIONS

- 10. The Tenant shall in all respects abide by and comply with all applicable statutes, regulations, and by-laws, including any rules and regulations relating to parking or to the operation of a deck, in any manner affecting the Property including, without limitation, all by-laws, rules and regulations of the City of Corner Brook.

ASSIGNMENTS, TRANSFERS, SUBLEASES AND LICENCES

- 11. The Tenant shall not have the right to assign this Lease and transfer or sublease the whole or any part of the Property, or to license third parties to use the Property or any portion thereof.

ACCESS BY LANDLORD

- 12. The Tenant shall permit the Landlord, its servants or agents, full and free access to any part of the Property, with or without vehicles or equipment, to do any manner or thing, which the Landlord is entitled to do under the terms of its incorporating legislation and in order to view and inspect the state of repair of the Property.

EASEMENTS/UTILITIES

13. This leasehold is subject to any Easements used and/or granted by The Landlord, said lines or infrastructure to be protected at all times by a depth of cover of not less than the depth of cover that exists as of the date of signing of this Indenture and subject to the Landlord and any agency (whether governmental or otherwise) owning or operating a water and/or sewer system, or a public utility as that term is defined in the *Public Utilities Acquisition of Lands Act, RSNL 1990 Ch P-48*, or a transmission facility as that term is defined in the *Telecommunications Act, S.C. 1993 ch. 38*, and their respective successors and assigns shall have the right:
- a. To install, maintain, repair, replace, reconstruct, enlarge, inspect or test any pipes, cable, meters or other plant whatsoever on, under or adjacent to the Property as part of, appurtenant to or in connection with any such public utility, and
 - b. by their respective officers, employees, agents and contractors, to enter upon the Property, with or without all necessary or convenient gear and equipment, for the purposes set out in clause (a) hereof.”

Provided however, that nothing stated herein shall be construed as having diminished any other rights the Landlord has under the *City of Corner Brook Act* or any similar or successor legislation in relation to construction and/or maintenance and repair of water, storm and sewage systems and the Landlord retains the right to conduct any work it deems necessary or desirable on the Property in relation to water, storm and sewage without any compensation whatsoever to the Tenant including but not limited to compensation for any damage to the Property and for any inconvenience or loss of income or profit to the Tenant resulting therefrom.

MAINTENANCE AND REPAIR

14. The Tenant shall at all times keep the Property in the repair and condition as at the completion of the construction of the parking spaces
- a. The Tenant shall not, during the currency of this Lease, do, suffer or permit to be done any act or thing which may impair, damage or injure the Property or any part thereof beyond the repair and condition at the commencement of this Lease and the Tenant agrees to keep the Property in a clean and orderly condition, and not to permit any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate in the Property, all to the satisfaction of the Landlord;
 - b. Upon termination of the tenancy, at its own risk and expense, to remove from the Property within 30 days, any fixtures and chattels belonging to it, with all damage, if any, caused by such removal made good by it, and to leave the Property neat, clean, level and free of all waste material, debris and rubbish, all to the Landlord's satisfaction, and
 - c. That upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within 10 days after written notice requiring such

compliance is given by the Landlord to the Tenant, the Landlord may enter the Property and fulfil such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefore reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.

- d. The tenant must not remove any fixture or chattels without the written consent of the Landlord.

NUISANCE

15.

- a. The Tenant shall not do, suffer or permit to be done any act or thing upon or about the Property which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the Property or to the public generally.
- b. The Tenant shall not disrupt or change the drainage of water on the Property, including any streams or brooks flowing on the Property, except as approved in writing by the Landlord

INDEMNIFICATION

16.

- a. The Tenant shall at all times indemnify and save harmless the Landlord from and against all claims and demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributable to the execution of this Lease or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damages resulting from the negligence of any officers, servants, employees or agents of the Landlord.
- b. The provisions of this clause will continue to apply, notwithstanding cessation of the tenancy created by this Lease.

NON-WAIVER

- 17. No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, or condition of this Lease herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord in respect of any continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord save only express waiver in writing. All rights and remedies of the Landlord contained in this Lease shall be cumulative and not alternative.

LANDLORD MAY PERFORM TENANT'S OBLIGATIONS

18. If the Tenant fails to perform an obligation of the Tenant under this Lease, the Landlord may perform the obligation and for that purpose may enter upon the Property on not less than three days prior notice to the Tenant or without notice in the case of an emergency and do such things upon or in respect of the Property may be reasonably necessary. Any costs incurred by the Landlord performing an obligation of the Tenant under this lease shall be invoiced to the Tenant, who shall be held liable for payment of the invoice.

EFFECT OF LEASE

19. This Lease and everything herein contained shall operate and take effect to the benefit of and be binding upon the administrators, successors and lawful assigns, as the case may be of each of the parties hereto.

REMEDIES GENERALLY

20. Any mention in this Lease of a particular remedy of the Landlord in respect of default by the Tenant does not preclude the Landlord from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Lease.

HEADINGS

21. Any note appearing as a heading in this Lease has been inserted for convenience and reference only and cannot define, limit or expand the scope or meaning of this Lease or any of its provisions.

NOTICES

- 22.
- a. All notices and communications to the Landlord in connection with this Lease shall be addressed to:
Attn: City Clerk
City of Corner Brook
P.O. Box 1080
Corner Brook, NL
A2H 6E1

Telecopier Number: (709) 637-1543

or such other address as the Landlord may advise the Tenant in writing.
 - b. All notices and communications to the Tenant in connection with this Lease shall be addressed to:

78117 Newfoundland & Labrador Limited

112 Trans-Canada Highway
Deer Lake, NL Canada
A8A

2E4

or such other address as the Tenant may advise the Landlord in writing.

Any notice given to either party hereto shall be effectively given if sent by Canada Post regular letter mail to the Tenant or addressed to the party at its address as indicated above or hand delivered to the Tenant by a representative of the City of Corner Brook.

GOVERNING LAW

23. This Lease shall be governed by the laws of the Province of Newfoundland and Labrador.

END OF LEASE

24.

- a. The term of the lease shall be a period of ten (10) years commencing on April 30, 2019 and terminating on April 30, 2029 subject to the rights of termination as set out in clauses contained herein.
- b. Upon the termination of this Lease, the Tenant shall quit and surrender to the Landlord the Property in the repair and condition leased, ordinary wear and tear excepted with consideration of the purpose for which the property is used. The Tenant's obligation to observe or perform this covenant shall survive the termination of the Lease. If the termination of this Lease falls on Saturday or Sunday, this Lease shall expire on the business day immediately following.
- c. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this indenture.
- d. Notwithstanding the term of lease set out in this Agreement, either party may at any time terminate this lease and discontinue the Tenant's occupation of the Property by serving the other party with a Notice to Quit in the form set out in Schedule B annexed hereto (with such changes as necessary) at will. If terminated by the Tenant, the Tenant shall forfeit all right, claims, and demands whatsoever under it and shall make no claim against the Landlord for compensation arising out of the Tenant's improvements or any other matter or thing in any way relating to the said Property or the leasing thereof.

If terminated by the Landlord prior to expiry of the 10 year term of lease, the Landlord shall pay to the Tenant as full and final compensation for all improvements made by the Tenant to the Property the sum of \$1,583.33 for each month that remains in the term of Lease at termination. At the end of the Lease, whether by expiry or termination, the Tenant shall deliver vacant possession to the Landlord in the same condition as at the completion of the parking lots as set out in the Drawing to the Landlord's satisfaction.

PROVISION SEPARATELY VALID

25. If any covenant, obligation, agreement, term or condition of the Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term and condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

INTEREST CHARGES

26. All sums, for rent or otherwise, payable to the Landlord under this indenture shall bear interest commencing the day next following the falling due thereof, at a rate of 10.5% per annum until the actual date of payment.

LEGAL COSTS

27. The Tenant shall pay to the Landlord all the Landlord's legal costs, on a solicitor and client basis, of all actions or other proceedings in which the Landlord participates in connection with, or arising out of the obligations of the Tenant under this indenture or arising out of the Tenant's occupation of the Property, except to the extent that the Landlord is not successful therein.

ENTIRE AGREEMENT

28. The Landlord and the Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease and that this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first before written.

THE CORPORATE SEAL of the
Landlord was hereto affixed in
the presence of:

THE CITY OF CORNER BROOK

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

City Manager/City Clerk

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

Mayor/Deputy Mayor

THE CORPORATE SEAL of the
Tenant was hereto affixed in
the presence of:

78117 NEWFOUNDLAND & LABRADOR LIMITED

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

Darcy Major

SCHEDULE "A"

SCHEDULE “B”

NOTICE TO QUIT

The City of Corner Brook (CCB) hereby gives notice to **78117 Newfoundland & Labrador Limited** to quit occupation of the Property located West Street in the City of Corner Brook, Province of Newfoundland and Labrador, on or before the ____ day of _____, 20__ in accordance with clause(s) ____ of the Agreement between CCB and _____ dated _____.

Dated this ____ day of _____ 20 ____.

Signed on behalf of CCB by:

City Manager-City of Corner Brook

Schedule A



LEGEND

Proposed Land for Purchase

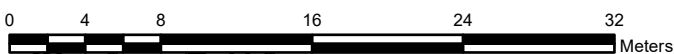
NOTES:

1. Unless otherwise noted, all dimensions are in metres.
2. This map is a working copy and is not to be used as an official document. It is available for references purposes only and not to be reproduced without written approval from the City of Corner Brook.
3. 30 cm orthoimagery acquired in 2012.



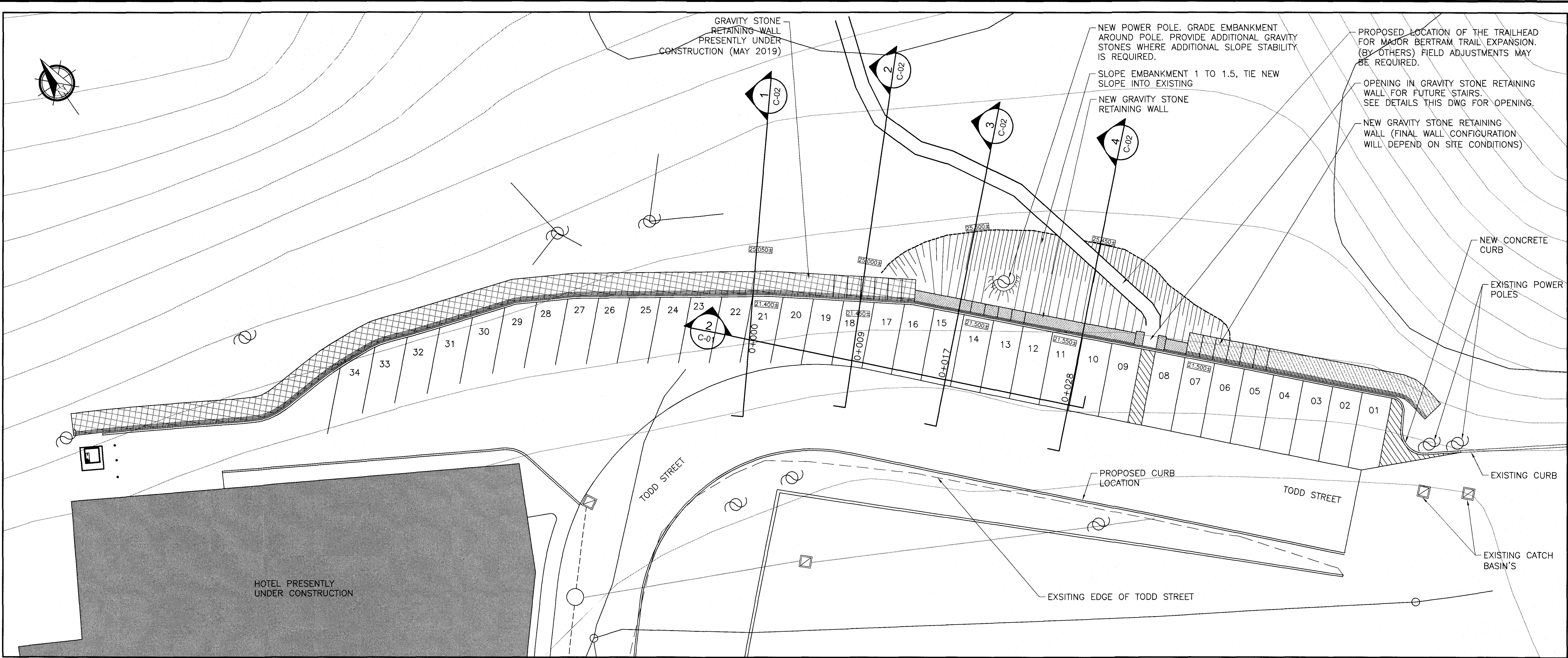
Proposed Land for Purchase - 55 West Street

DRAWN BY: Paul Benoist	DATE: 1/29/2019	SCALE: 1:400	FIGURE: 1
APPROVED BY: Brandon Duffy	COORD SYS: NAD 1983 MTM 3	ZONE: DTC	REVISION: 0



Property West Street/Todd Street

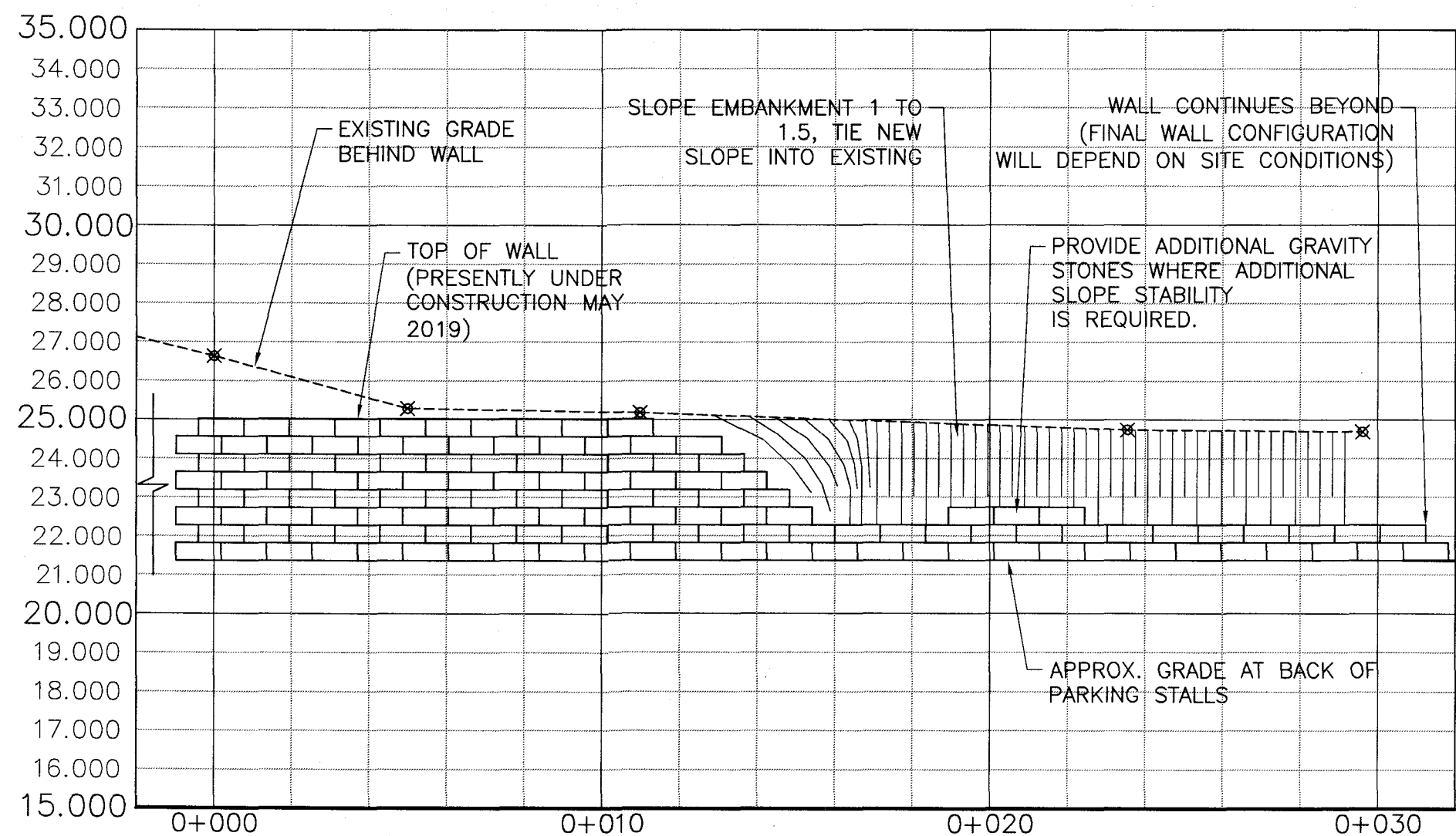
181485



SITE PLAN

SCALE: 1:200

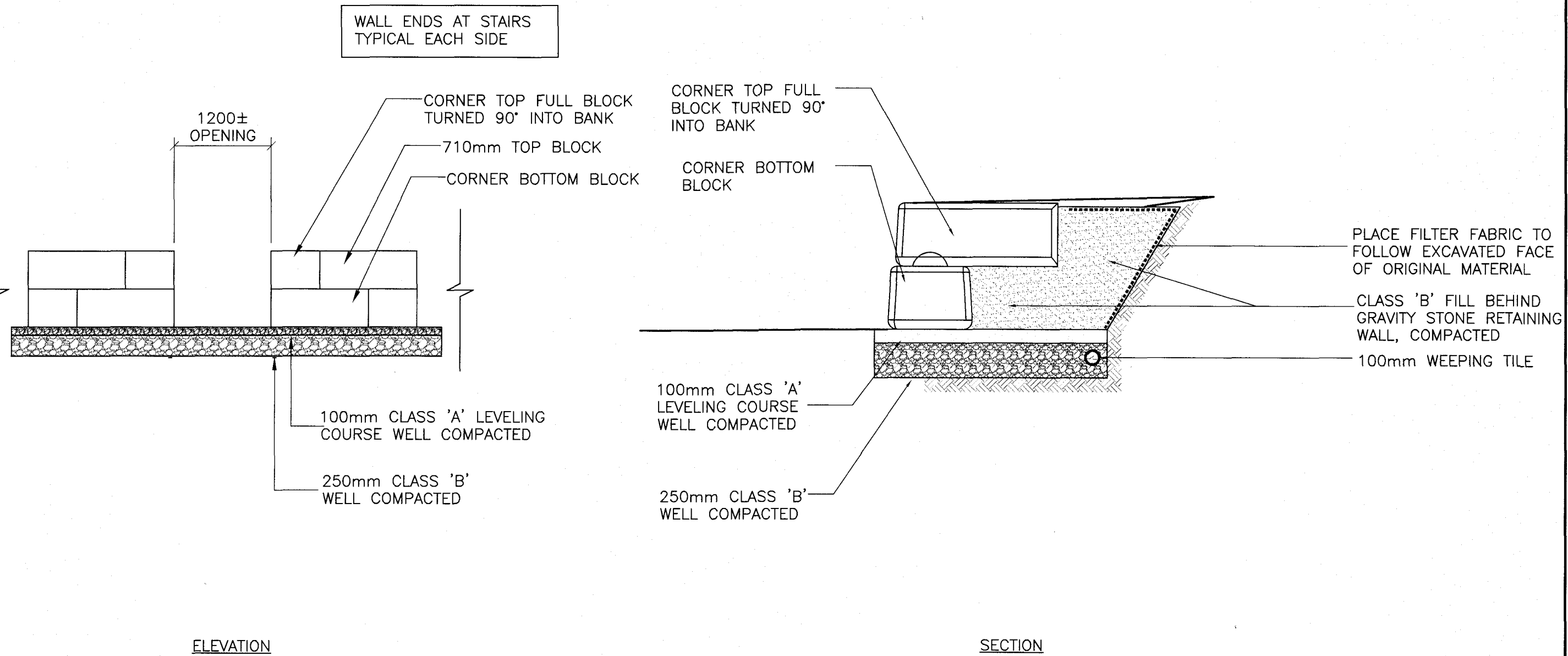
1
C-01



PARTIAL WALL ELEVATION

SCALE: 1:150

2
C-01



RETAINING WALL OPENING DETAIL

SCALE: 1:30

3
C-01

permit:

PROVINCE OF NEWFOUNDLAND

PERMIT HOLDER

This Permit Allows

ANDERSON ENGINEERING CONSULTANTS LTD.

To practice Professional Engineering in Newfoundland and Labrador.

Permit No. as issued by APEGN 80022

which is valid for the year 2019

stamp:

REGISTERED PROFESSIONAL ENGINEER

W. J. ANDERSON

SIGNATURE

DATE 19/05/19

PROVINCE OF NEWFOUNDLAND

designed by:

W.J.ANDERSON

checked by:

W.J.ANDERSON

approved by:

W.J.ANDERSON

date:

21/05/19

NOTES:

1. FIELD CONDITIONS MAY NECESSITATE MINOR CHANGES TO PLACEMENT OF GRAVITY STONES FOR THE NEW RETAINING WALL.

2. MAJOR'S LOGGING TO PROVIDE OPENING IN GRAVITY STONE RETAINING WALL TO ALLOW FOR PLACEMENT OF FUTURE STAIRS AND RAIL (BY OTHERS)

01	PROPOSED TRAILHEAD	21/05/19
NO.	REVISION	DATE

A

B

A - DETAIL / SECTION NO.

B - DWG. NO. WHERE DETAILED

anderson
engineering
consultants ltd.

civil, structural, municipal engineers and project managers

3 UNION STREET,
SUITE 103, CORNER BROOK,
NEWFOUNDLAND, CANADA, A2H-5M7

TEL: (709) 634-9944, FAX: (709) 634-9945

CLIENT:

MAJOR'S LOGGING
112 T.C.H.
DEER LAKE, NL
A8A 2E4

PROJECT:

HOTEL DEVELOPMENT
PARKING LOT
RETAINING WALL

DRAWING TITLE:

NEW RETAINING WALL
SITE PLAN AND
PARTIAL WALL ELEVATION

DRAWN BY:	DATE:
J.R.R.	21/05/19
DEVELOPED BY:	SCALE:
W.J.ANDERSON	AS SHOWN

PROJECT NO:

181485

DRAWING NO:	REV NO:
C-01	01

CITY OF CORNER BROOK

Property - West Street/Todd Street

45/47

49/51

55

WEST

STREET

67

66

70

83

93

47

49-53

74

81

TODD

PARK

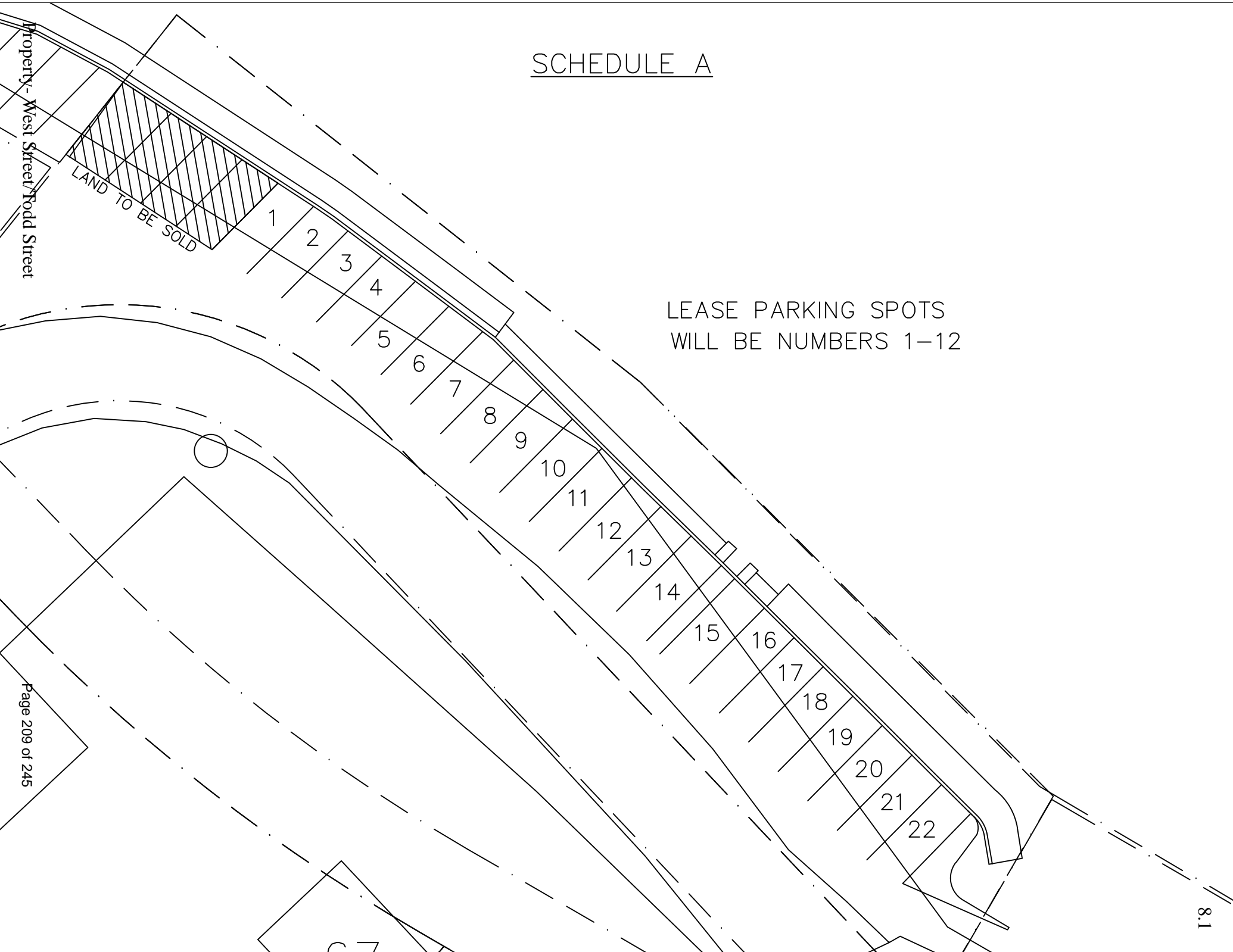
WEST


SCHEDULE A

Property - West Street/Todd Street

LAND TO BE SOLD

LEASE PARKING SPOTS
WILL BE NUMBERS 1-12



	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
--	--

Subject Matter: BORROWING RESOLUTION	
Report Information	
Department: Finance & Admin	RFD No: FA-2019-01
Prepared By: Dale Park	Attachments:
	Council Meeting Date: June 17, 2019

Recommendation:

It is staff's recommendation to approve the borrowing from TD Bank for capital projects.

Be it RESOLVED that the Council of the City of Corner Brook approve to borrow \$4,000,000 for a 5 year term with a 5 year amortization at the lowest quoted rate by TD Bank at 2.37% (subject to change as per market rate while final approvals are obtained) for: 2018 Asphalt Program – 17-SCF-18-00011, Main Street Bridge Project – 17-NRP-17-00007, and West Valley Road Combined Sewer project – 17-CWWF-17-00125.

Issue:

The City of Corner Brook is required to borrow to pay for its share of capital projects that are not otherwise financed through operating funds or funding from the Federal or Provincial governments. The City's borrowing in 2019 will be used to pay for the City's share on the following projects:

- 2018 Asphalt Program – 17-SCF-18-00011
- Main Street Bridge Project – 17-NRP-17-00007
- West Valley Road Combined Sewer project – 17-CWWF-17-00125

Quotes were requested from five chartered banks, and four were received by noon on June 7.

TD Bank	2.37%
CIBC	2.42%
RBC	2.48%
Scotiabank	2.805%

Background:

The City's borrowing in 2019 will be used to pay for the City's share on the following projects:

- 2018 Asphalt Program – 17-SCF-18-00011
- Main Street Bridge Project – 17-NRP-17-00007



City of Corner Brook Request for Decision (RFD)

- West Valley Road Combined Sewer project – 17-CWWF-17-00125

Quotes were requested from five chartered banks, and four were received by noon on June 7.

TD Bank	2.37%
CIBC	2.42%
RBC	2.48%
Scotiabank	2.805%

Options:

1. That the Council of the City of Corner Brook approve borrowing of funds for the unfunded portion of capital projects. This is what was contemplated in the 2019 budget.
2. That the Council of the City of Corner Brook no approve the borrowing of funds for the unfunded portion of capital projects. Council will need to provide direction to staff on how they wish to address the cash flow requirements for these projects.

Legal Review:

The City is following the process as outlined by Municipal Affairs.

Governance Implications:

Once approved by Council, the request is forwarded to Municipal Affairs for their approval.

Budget/Financial Implications:

The 2019 budget had anticipated borrowing of up to \$5,000,000 for capital projects. The budget had contemplated \$525,000 in debt servicing costs in 2019 and it is projected the actual amount will be approximately \$424,562.

Environmental Implications:

None

Prepared by: Dale Park

Director: Dale Park

City Clerk: Marina Redmond

Date:

City Manager: Rodney Cumby

Date:

June 12/17



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

Additional Comments by City Manager:

Park, Dale

From: Payne, Charise
Sent: June 7, 2019 10:26 AM
To: Park, Dale
Subject: FW: TD Commercial Banking (Quote on Multi-year capital projects 18-00011, 17-00125, 17-00007)

From: Pittman, Brian [mailto:Brian.Pittman@td.com]
Sent: June-07-19 10:25 AM
To: Payne, Charise <cpayne@cornerbrook.com>
Subject: TD Commercial Banking (Quote on Multi-year capital projects 18-00011, 17-00125, 17-00007)

Good morning Charise,

In response to the letter dated May 28, 2019 please see below quote from TD Commercial Banking as requested;

Multi-year Capital projects (5 year amortization)

Assuming a one-time draw of \$4,000,000 the indicative rate as of June 7, 2019 is;

- 5 year fixed- 2.37%

*rates quoted are indicative rates subject to change

Please confirm receipt via email. If you have any questions or would like to discuss please contact the undersigned at 709-752-3031.

Regards,
 Brian Pittman

Brian Pittman, Relationship Manager | **TD Commercial Banking**
 Newfoundland & Labrador | 140 Water Street, 7th Floor, St. John's, NL, A1C 6H6
 T: 709.752.3031 | C: 709.765-4933 | F: 709.753.1161

Internal

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Circular to Municipalities and Local Service Districts

SUBJECT: Documentation Required for Approvals to Borrow Applications

In accordance with the *Municipalities Act, 1999*, Municipalities and/or Local Service Districts may borrow funds from a financial institution with the approval of the Minister. In order to facilitate this process, requests for an Approval to Borrow must include:

1. An approved resolution from council, which can be provided as a complete copy or an extraction from the approved minutes. The resolution must include the:
 - Name of the lending institution,
 - Loan amount,
 - Fixed loan term,
 - Loan amortization period, and
 - Purpose of the loan.
2. A signed Letter of Request for an Approval to Borrow from the Municipality or Local Service District.
3. A signed Bank Letter from the lending institution which includes the:
 - Loan amount,
 - Interest rate,
 - Fixed loan term,
 - Loan amortization period, and
 - Loan payment amount.
4. Any other documentation deemed necessary by the Municipal Analyst in the applicable Regional Office of the applicant.

Should the Municipality or Local Service District have any further questions or concerns, please contact the local Regional Office for assistance.



Eastern Regional Office
709-729-0259



Western Regional Office
709-637-2219




Central Regional Office
709-256-1050



Labrador Regional Office
709-637-2219

2018-03-27

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: 2018 Financial Statements	
Report Information	
Department: Finance & Admin	Attachments: 2018 Financial Statements, Final Report to the Finance Committee
Prepared By: Dale Park	Council Meeting Date: June 17, 2019

Recommendation:

It is staff's recommendation to approve the 2018 Financial Statements as attached.

Be it RESOLVED that the Council of the City of Corner Brook approve the 2018 audited financial statements of the City of Corner Brook as attached.

Issue:

As per the City of Corner Brook Act, the City is required to prepare and adopt a financial statement in a manner consistent with generally accepted accounting principles (GAAP) as established by the Public Sector Accounting Board.

Background:

The financial statement have been audited by BDO Canada and in their opinion, the consolidated financial statements present fairly, in all material aspects, the financial position of the City of Corner Brook as of December 31, 2018. Also included for Council's review is the final report to the Finance Committee which summarizes aspects of the audit that should be read in conjunction with the financial statements.

Options:


1. That the Council of the City of Corner Brook approve the 2018 consolidated financial statements as presented. The statements reflect the financial position of the City.
2. That the Council of the City of Corner Brook not approve the 2018 consolidated financial statements. This would be an extreme measure and should only be undertaken if Council has a reason to not approve.

Legal Review:

None – legal has been consulted by BDO as a part of their audit procedures.

Governance Implications:

Section 108(1) requires Council to prepare and adopt financial statements.

	City of Corner Brook Request for Decision (RFD)
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Budget/Financial Implications:

The approval of the financial statements is required in order to continue to receive Gas Tax and Capital funding.

Environmental Implications:

None

Prepared by: Dale Park	
Director: Dale Park	
City Manager: Rodney Cumby	
Date: June 13/19	

Additional Comments by City Manager:

CITY OF CORNER BROOK

Consolidated Financial Statements For the Year Ended December 31, 2018

CITY OF CORNER BROOK

Consolidated Financial Statements

For the Year Ended December 31, 2018

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STATEMENT OF RESPONSIBILITY

The accompanying consolidated financial statements are the responsibility of the management of the City of Corner Brook and have been prepared in compliance with legislation, and in accordance with Canadian public sector accounting standards.

In carrying out its responsibilities, management maintains appropriate systems of internal and administrative controls designed to provide reasonable assurance that transactions are executed in accordance with proper authorization, that assets are properly accounted for and safeguarded, and that financial information produced is relevant and reliable.

The Council of the City met with management to review a draft of the consolidated financial statements and to discuss any significant financial reporting or internal control matters prior to their approval of the finalized consolidated financial statements.

BDO Canada LLP as the City's appointed external auditors, have audited the consolidated financial statements. The Auditor's report is addressed to the Mayor and members of Council and appears on the following page. Their opinion is based upon an examination conducted in accordance with Canadian generally accepted auditing standards, performing such tests and other procedures as they consider necessary to obtain reasonable assurance that the consolidated financial statements are free of material misstatement and present fairly the financial position and results of the City in accordance with Canadian public sector accounting standards.

Jim Parsons
Mayor

Date

Rodney Cumby
City Manager

Date



Tel: 709 643 1590
Fax: 709 643 1599
www.bdo.ca

BDO Canada LLP
50 Main Street, Suite 300
Corner Brook NL A2H 1C4 Canada

Independent Auditor's Report

To the Mayor and members of Council of the City of Corner Brook

Opinion

We have audited the consolidated financial statements of the City of Corner Brook (the City) comprise the consolidated statement of financial position as at December 31, 2018, the consolidated statements of operations, changes in net debt and cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the City as at December 31, 2018, and its consolidated financial performance and cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are independent of the City in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the City's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the City or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the City's financial reporting process.



Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the City's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the City to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.



We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants

Corner Brook, Newfoundland and Labrador
TBD

CITY OF CORNER BROOK
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
As at December 31, 2018

	<u>2018</u>	<u>2017</u>
FINANCIAL ASSETS		
Cash	\$ 8,527,894	\$ 11,750,487
Accounts receivable (Note 3)	<u>7,211,321</u>	<u>6,954,409</u>
Total Financial Assets	<u>15,739,215</u>	<u>18,704,896</u>
LIABILITIES		
Bank Indebtedness (Note 4)	-	1,205,425
Accounts payable and accrued liabilities (Note 5)	6,420,745	4,831,089
Employee benefits liability (Note 6)	1,131,574	1,208,724
Long-term debt (Note 7)	<u>15,892,710</u>	<u>20,913,983</u>
Total Liabilities	<u>23,445,029</u>	<u>28,159,221</u>
NET DEBT	<u>(7,705,814)</u>	<u>(9,454,325)</u>
NON-FINANCIAL ASSETS		
Tangible capital assets (Schedule 1)	166,058,751	162,463,960
Inventories (Note 8)	1,198,784	1,289,409
Prepaid expenses	<u>127,616</u>	<u>50,511</u>
Total Non-Financial Assets	<u>167,385,151</u>	<u>163,803,880</u>
ACCUMULATED SURPLUS	<u>\$ 159,679,337</u>	<u>\$ 154,349,555</u>

Approved on behalf of Council:

Mayor

City Manager

The accompanying notes are an integral part of this financial statement

CITY OF CORNER BROOK
CONSOLIDATED STATEMENT OF OPERATIONS
Year Ended December 31, 2018

	2018 Budget (Schedule 5)	2018 Actual	2017 Actual
REVENUE			
Taxation	\$ 30,379,400	\$ 30,444,277	\$ 30,280,232
Government transfers	1,121,800	6,385,220	8,497,149
Sales of goods and services	2,689,900	3,047,922	2,785,305
Investment income	410,000	671,032	495,357
Other revenue	330,400	5,410	11,058
Total revenue (Schedules 2, 4 and 5)	34,931,500	40,553,861	42,069,101
EXPENSES			
General government	3,459,100	3,105,654	3,060,297
Community engineering, planning and development	2,375,100	2,102,066	1,963,543
Protective services	5,030,200	5,027,493	4,882,971
Public works	8,236,100	8,918,483	8,488,363
Water and waste water	3,340,500	3,288,584	3,178,077
Parks and recreation	497,500	530,253	564,023
Corner Brook Transit	308,800	335,716	316,815
Corner Brook Civic Centre	2,369,600	2,516,565	2,361,332
Fiscal services	9,401,465	9,399,265	8,786,814
Total expenses (Schedules 3, 4 and 5)	35,018,365	35,224,079	33,602,235
ANNUAL SURPLUS	(86,865)	5,329,782	8,466,866
ACCUMULATED SURPLUS, BEGINNING OF YEAR	154,349,555	154,349,555	145,882,689
ACCUMULATED SURPLUS, END OF YEAR	\$ 154,262,690	\$ 159,679,337	\$ 154,349,555

The accompanying notes are an integral part of this financial statement

CITY OF CORNER BROOK
CONSOLIDATED STATEMENT OF CHANGE IN NET DEBT
Year Ended December 31, 2018

	2018 Budget	2018 Actual	2017 Actual
ANNUAL SURPLUS	<u>\$ (86,865)</u>	<u>\$ 5,329,782</u>	<u>\$ 8,466,866</u>
Acquisition of tangible capital assets	(3,617,300)	(11,893,604)	(9,427,230)
Amortization of tangible capital assets	-	8,298,813	7,674,538
Use of inventories	-	90,625	58,676
Use (acquisition) of prepaid expenses	<u>-</u>	<u>(77,105)</u>	<u>65,579</u>
	<u>(3,617,300)</u>	<u>(3,581,271)</u>	<u>(1,628,437)</u>
CHANGE IN NET DEBT	(3,704,165)	1,748,511	6,838,429
NET DEBT, BEGINNING OF YEAR	<u>(9,454,325)</u>	<u>(9,454,325)</u>	<u>(16,292,754)</u>
NET DEBT, END OF YEAR	<u><u>\$ (13,158,490)</u></u>	<u><u>\$ (7,705,814)</u></u>	<u><u>\$ (9,454,325)</u></u>

The accompanying notes are an integral part of this financial statement

CITY OF CORNER BROOK
CONSOLIDATED STATEMENT OF CASH FLOWS
Year Ended December 31, 2018

	<u>2018</u>	<u>2017</u>
OPERATING TRANSACTIONS		
Annual surplus	\$ 5,329,782	\$ 8,466,866
Items not affecting cash:		
Amortization	8,298,813	7,674,538
Changes in non-cash items:		
Accounts receivable	(256,912)	(3,304,395)
Inventories held for use	90,625	58,676
Prepaid expenses	(77,105)	65,579
Accounts payable and accrued liabilities	1,589,656	804,295
Employee benefits liability	(77,150)	(276,007)
Cash provided by operating transactions	<u>14,897,709</u>	<u>13,489,552</u>
CAPITAL TRANSACTIONS		
Purchase of tangible capital assets	(11,893,604)	(9,427,230)
Cash applied to capital transactions	<u>(11,893,604)</u>	<u>(9,427,230)</u>
FINANCING TRANSACTIONS		
Proceeds of long-term debt	-	4,000,000
Debt repayment	(5,021,273)	(4,355,660)
Cash applied to financing transactions	<u>(5,021,273)</u>	<u>(355,660)</u>
Increase (decrease) in cash	<u>(2,017,168)</u>	<u>3,706,662</u>
Cash, beginning of the year	<u>10,545,062</u>	<u>6,838,400</u>
Cash, end of the year	<u><u>\$ 8,527,894</u></u>	<u><u>\$ 10,545,062</u></u>
Cash consists of:		
Cash	\$ 8,527,894	\$ 11,750,487
Bank Indebtedness	-	(1,205,425)
	<u><u>\$ 8,527,894</u></u>	<u><u>\$ 10,545,062</u></u>

The accompanying notes are an integral part of this financial statement

CITY OF CORNER BROOK
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
As at December 31, 2018

1. Status of the City of Corner Brook

The incorporated City of Corner Brook (the "City") is a municipal government that was incorporated in 1956 pursuant to the City of Corner Brook Act, 1990. The Municipality provides or funds municipal services such as fire, public works, parks and recreation, water and waste water, transit and other general government operations.

2. Significant Accounting Policies

a) Basis of Consolidation

The consolidated financial statements include the assets, liabilities, revenues and expenses of the reporting entity. The reporting entity is comprised of the City of Corner Brook and the Corner Brook Civic Centre.

b) Basis of Accounting

These consolidated financial statements have been prepared in accordance with Canadian public sector accounting standards (PSAS).

c) Severance Benefits, Compensated Absences and Retirement Benefits

The City provides defined severance benefits, compensated absences and retirement benefits to certain employee groups. These benefits include pension, health and dental, and non-vesting sick leave. The City has adopted the following policies with respect to accounting for these employee benefits:

- i) The cost of severance and other termination benefits are determined using employees' current salaries and total years of service. Severance and other termination benefits are accrued in full when owed.
- ii) The cost of non-vesting sick leave benefits are determined using employees' current salaries and days of accumulated sick leave. Non-vesting sick leave benefits are accrued in full when owed.
- iii) The costs of a defined contribution pension plan consisting of registered pension plan (RPP) matching program available for all full-time employees are charged to operations as contributions are due. Contributions are a defined amount based upon a set percentage of salary.

d) Non-Financial Assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the annual surplus, provides the change in net debt for the year.

e) Tangible Capital Assets

Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to the acquisition, construction, development or betterment of the asset. Assets under construction are not amortized until the asset is put into use and one-half of the annual amortization is charged in the year of acquisition and in the year of disposal. The cost, less residual value, of the tangible capital assets is amortized on a straight-line basis over their estimated useful lives as follows:

Land Improvements	10 - 50 years
Buildings	25 - 40 years
Machinery and Equipment	
Equipment	5 - 10 years
Computer hardware	4 years
Vehicles	5 years
Recreation infrastructure	10 - 20 years
Transportation infrastructure	5 - 50 years
Water and waste water infrastructure	10 - 60 years

CITY OF CORNER BROOK
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
As at December 31, 2018

2. Significant Accounting Policies (continued)

f) Inventories

Inventories held for consumption are recorded at the lower of cost and replacement value. Cost is determined using the first-in, first-out method. Land inventory held for sale is recorded at lower of cost and net realizable value.

g) Government Transfers

Government transfers are recognized as revenue in the financial statements when the transfer is authorized and any eligibility criteria are met, except to the extent that transfer stipulations give rise to an obligation that meets the definition of a liability. Transfer revenue is recognized in the statement of operations as the stipulation liabilities are settled.

When the municipality is the transferor, the government transfers are recognized as an expense in the statement of operations when they are authorized and all eligibility criteria have been met by the recipient.

h) Revenue Recognition

Taxes are recorded at estimated amounts when they meet the definition of an asset, have been authorized and the taxable event occurs. For property taxes, the taxable event is the period for which the tax is levied. As taxes recorded are initially based on management's best estimate of the taxes that will be received, it is possible that changes in future conditions, such as reassessments due to audits, appeals and court decisions, could result in a change in the amount of tax revenue recognized. Taxes receivable are recognized net of an allowance for anticipated uncollectible amounts.

Other revenue mainly consists of Civic Centre revenues which are recognized when significant risks and rewards of ownership have been transferred and there are no significant obligations remaining, sales price is fixed and determinable, persuasive evidence of an arrangement exists and collection is reasonably assured. This usually coincides with the provision of the goods and services.

i) Use of Estimates

The preparation of financial statements in accordance with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and are reported amounts of revenue and expenses during the reporting period. Actual results could differ from management's best estimates. Estimates include the allowance for doubtful accounts relating to the collection of tax revenues, the useful lives of tangible capital assets and the assumptions used in determining the obligation for retirement benefits and employee benefits.

3. Accounts Receivable

	2018	2017
Taxes		
Municipal	\$ 2,773,659	\$ 2,458,519
Poll tax	93,961	355,632
Utility taxes	1,013,145	903,297
Tax rebate	1,380,645	558,722
Province of Newfoundland and Labrador	1,589,295	1,820,719
Grants in Lieu of Taxes - Corner Brook Pulp & Paper	186,049	623,385
Other	679,151	967,703
	7,715,905	7,687,977
Less: Allowances for doubtful amounts	(504,584)	(733,568)
	\$ 7,211,321	\$ 6,954,409

CITY OF CORNER BROOK
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
As at December 31, 2018

4. Bank Indebtedness

The City's borrowing facility available is \$4,000,000 bearing interest at a rate of prime minus 0.27% per annum. The borrowing facility is only utilized when the City's total net operating cash position held with the bank is negative. At December 31, 2018, the borrowing facility was not drawn upon (2017 - \$1,205,425).

5. Accounts Payable and Accrued Liabilities

	<u>2018</u>	<u>2017</u>
Trade payables and accruals	\$ 2,188,948	\$ 2,388,208
Contract deposits	1,271,210	1,227,618
Capital payables	1,604,331	1,000,110
Contract holdbacks	1,324,108	176,854
Accrued interest	32,148	38,299
	<u>\$ 6,420,745</u>	<u>\$ 4,831,089</u>

6. Employee Benefits Liability

Severance benefits: The City allocates to certain employee groups a specific amount of severance pay at the termination of employment, provided the employee meets the specific provisions of the plan.

Compensated absences: The City allocates to certain employee groups a specific number of days each year for use as paid absences. These days do not vest and are available immediately. Employees are permitted to accumulate their unused allocation each year, up to the allowable maximum provided in their collective agreements.

Retirement benefits: The City extends post-employment life insurance, health and dental benefits to certain employee groups after retirement until the members reach 65 years of age.

These benefit liabilities have not been actuarially calculated.

	<u>2018</u>	<u>2017</u>
Severance benefits	\$ 890,420	\$ 932,496
Compensated absences	178,463	198,764
Retirement benefits	62,691	77,464
	<u>\$ 1,131,574</u>	<u>\$ 1,208,724</u>

Included in Personnel services expense in the Consolidated Statement of Operations by Program (Schedule 4) is \$37,630 (2017 - \$86,512) of employee benefits.

The City has a defined contribution retirement plan for participating employees. During the year, employees contributed \$644,311 to the plan (2017 - \$616,735). The City contributed \$644,311 (2017 - \$616,375) and this expense has been included in Personnel services expense in the Consolidated Statement of Operations by Program (Schedule 4).

CITY OF CORNER BROOK
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
As at December 31, 2018

7. Long-Term Debt

	<u>2018</u>	<u>2017</u>
CMHC loan with interest of 3.98% under the Municipal Infrastructure Lending Program, repayable in blended annual installments of \$1,753,597, maturing in 2024.	\$ 9,320,618	\$ 10,672,706
RBC swap transaction loan with interest at a floating rate recalculated monthly at the swap rate, ranging from 1.85% to prime rate, repayable in blended monthly installments of \$69,849 plus any unfavourable floating rate adjustments, maturing in 2022.	2,840,000	3,617,000
CIBC swap transaction loan with interest at a floating rate recalculated monthly at the swap rate, repayable in blended monthly installments of \$80,160 plus any unfavourable floating rate adjustments, maturing in 2020.	1,963,250	2,964,399
CIBC swap transaction loan with interest at a floating rate recalculated monthly at the swap rate, repayable in blended monthly installments of \$76,874 plus any unfavourable floating rate adjustments, maturing in 2019.	870,367	1,979,123
Newfoundland and Labrador Housing Corporation ("NLHC") mortgage, interest free, with payments due on disposition of specified land held for sale. Repayment terms are subject to periodic review by NLHC.	416,839	488,570
Federation of Canada Municipalities loan with interest of 1.47% under the Green Municipal Fund, repayable in semi-annual installments of \$15,000 plus interest, maturing in 2031.	390,000	420,000
Newfoundland Municipal Financing Corporation loans with interest ranging from 7.375% to 14.5%, repayable in semi-annual installments with maturity dates between 2019 and 2021.	91,636	183,345
CIBC swap transaction loan, matured during the year.	-	588,840
	<u>\$ 15,892,710</u>	<u>\$ 20,913,983</u>

Principal payments required in each of the next five years are as follows:

2019	\$ 4,106,799
2020	\$ 3,358,812
2021	\$ 2,380,667
2022	\$ 2,505,661
2023	\$ 1,651,923

CITY OF CORNER BROOK
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
As at December 31, 2018

8. Inventories held for use

	<u>2018</u>	<u>2017</u>
Land held for sale	\$ 393,566	\$ 431,846
Public works	386,207	382,930
Salt	346,702	411,303
Sand	58,005	48,604
Fuel	14,304	14,726
	<u>\$ 1,198,784</u>	<u>\$ 1,289,409</u>

9. Commitments

The City has entered into multiple-year contracts for several operating leases on equipment. The required annual lease payments for the next five years are as follows:

2019	\$ 417,634
2020	\$ 102,754
2021	\$ 96,888
2022	\$ 91,022
2023	\$ 91,022

10. Contingencies

A statement of claim has been filed against the City for failure to pay and breach of contract. The claim relates to a construction project for which the City is withholding payment on the basis of unsatisfactory work performed. The City has maintained an accrual of \$151,117 in accounts payable and accrued liabilities for the expected liability to the contractor. Subsequent to year end, the City offered a settlement amount of \$198,967 to the contractor once the deficiencies are resolved to the City's satisfaction. The contractor has not responded to the offer as of the audit report date, consequently, the outcome of the claim is not determinable and a liability in excess of the amount accrued has not been recorded.

The City has received notices of multiple other claims. The nature of the additional claims are related to property entitlement, property damage and withheld payments, arising in the ordinary course of operations. No provision has been made for these claims either because the City is not expected to incur any significant liability, or because an estimate of loss, if any, is not determinable at this time.

11. Budget

In accordance with the City of Corner Brook Act, 1990 every council must adopt a financial plan for each fiscal period in a form approved of by the minister. The financial plan is prepared on a revenue and expenditure basis that does not meet the recommendations of PSAS. For comparative purposes, the City has modified its financial plan to present a budget that is consistent with the scope and accounting principles used to report the actual results. The budget figures used in these financial statements have been approved by Council.

The reconciliation between the City's cash based financial plan and the PSAS accrual based budget figures used in these statements is disclosed in Schedule 5 - Reconciliation of the Financial Plan to the Consolidated PSAS Budget.

CITY OF CORNER BROOK
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
As at December 31, 2018

12. Segmented Information

General Government

This segment includes all revenues and expenses related to administrative departments and activities as well as the general operations of the City itself.

Community Engineering Planning and Development

This segment includes all expenses relating to planning, engineering, community development and business development.

Protective Services

This segment includes all revenues and expenses related to the municipal enforcement, fire and emergency services provided by the City.

Public Works

This segment includes all revenues and expenses for road maintenance and administration which includes sidewalks, traffic signals and systems and street lighting

Water and Waste Water

This segment includes all revenues and expenses relating to the maintenance and operation of the water and sewer facilities and waste management services while ensuring that these systems meet all provincial standards.

Parks and Recreation

This segment includes all revenues and expenses relating to recreational facilities, parks and maintenance and related administration revenues and expenses.

Corner Brook Transit

This segment includes all revenues and expenses related to the City's transit system.

Corner Brook Civic Centre

This segment includes all revenues and expenses related to the operations of the Corner Brook Civic Centre.

Fiscal Services

This segment includes all revenues and expenses relating to municipal capital grants, municipal grants and contributions, uncollectible amounts, long-term debt interest and amortization of tangible capital assets.

CITY OF CORNER BROOK
CONSOLIDATED SCHEDULE OF TANGIBLE CAPITAL ASSETS
Year Ended December 31, 2018

SCHEDULE 1

	General Capital Assets			Infrastructure				Totals	
	Land and Land Improvements	Buildings	Machinery and Equipment	Recreation Infrastructure	Transportation Infrastructure	Water and Waste Water	Assets Under Construction	2018	2017
Cost									
Opening costs	\$ 2,027,912	\$ 99,558,318	\$ 10,808,599	\$ 10,872,055	\$ 75,933,511	\$ 51,876,601	\$ 14,599,758	\$ 265,676,754	\$ 256,249,524
Additions during the year	13,550	324,068	870,294	262,020	5,369,873	4,681,339	372,460	11,893,604	9,427,230
Disposals and write downs	-	-	-	-	-	-	-	-	-
Transfers	-	261,477	997,000	231,553	5,136,237	4,377,817	(11,004,084)	-	-
Closing costs	2,041,462	100,143,863	12,675,893	11,365,628	86,439,621	60,935,757	3,968,134	277,570,358	265,676,754
Accumulated Amortization									
Opening accum'd amortization	-	21,367,363	8,457,575	7,933,558	48,963,949	16,490,349	-	103,212,794	95,538,256
Amortization	-	2,475,390	833,338	239,492	3,123,198	1,627,395	-	8,298,813	7,674,538
Disposals and write downs	-	-	-	-	-	-	-	-	-
Closing accum'd amortization	-	23,842,753	9,290,913	8,173,050	52,087,147	18,117,744	-	111,511,607	103,212,794
Net Book Value of Tangible Capital Assets	<u>\$ 2,041,462</u>	<u>\$ 76,301,110</u>	<u>\$ 3,384,980</u>	<u>\$ 3,192,578</u>	<u>\$ 34,352,474</u>	<u>\$ 42,818,013</u>	<u>\$ 3,968,134</u>	<u>\$ 166,058,751</u>	<u>\$ 162,463,960</u>

CITY OF CORNER BROOK
CONSOLIDATED SCHEDULE OF REVENUES
Year Ended December 31, 2018

SCHEDULE 2

	2018 <u>Actual</u>	2017 <u>Actual</u>
Taxation		
Municipal tax	\$ 21,714,302	\$ 21,559,848
Business tax	6,429,315	6,497,577
Utility tax	1,174,422	1,109,333
Poll tax	396,837	365,280
Business surcharge	74,406	74,813
Water supply agreements	654,995	673,381
	<u>30,444,277</u>	<u>30,280,232</u>
Government Transfers		
Government of Newfoundland and Labrador		
Municipal capital grants	5,304,399	7,399,604
Gas tax revenue	867,834	838,886
Debt retirement grant	101,888	141,921
Grants in Lieu of Taxes		
Government of Canada	111,099	116,738
	<u>6,385,220</u>	<u>8,497,149</u>
Sales of Goods and Services		
Licences and permits	265,051	268,837
Recreation and community services	45,799	49,756
Facility rentals	927,630	1,085,072
Corner Brook Civic Centre revenue	1,528,181	1,349,630
Land Transactions	257,511	10,794
Fines	23,750	21,216
	<u>3,047,922</u>	<u>2,785,305</u>
Investment Income		
Interest	671,032	495,357
Other Revenue		
Miscellaneous	5,410	11,058
Total Revenue	<u><u>\$ 40,553,861</u></u>	<u><u>\$ 42,069,101</u></u>

CITY OF CORNER BROOK
CONSOLIDATED SCHEDULE OF EXPENSES
Year Ended December 31, 2018

SCHEDULE 3

	2018 Actual	2017 Actual
General Government		
Executive and legislative	\$ 285,035	\$ 358,866
City Manager's office	540,720	472,332
Finance and Administration	2,279,899	2,229,099
	3,105,654	3,060,297
Community Engineering, Planning and Development		
Administration	372,176	210,907
Business Resource Centre	114,623	170,956
Development and planning	120,381	129,613
Building inspection	356,335	335,641
Engineering	622,715	600,643
Geographical information systems	80,947	93,774
Recreation and leisure	349,596	331,695
Sustainable development	85,293	90,314
	2,102,066	1,963,543
Protective Services		
Fire Protection	3,923,108	3,819,284
911 Centre	740,790	710,504
Municipal enforcement	239,484	235,721
Animal control	124,111	117,462
	5,027,493	4,882,971
Public Works		
Supervision and administration	1,498,194	1,586,285
Other operations payroll	630,887	623,087
Building maintenance	741,740	713,451
Street lighting	617,223	570,617
Snow clearing	2,257,914	2,122,520
Traffic control	460,305	305,018
Drainage	160,287	72,672
Street and storm sewer cleaning	405,762	367,937
Street maintenance	1,026,630	1,241,519
Sanitation and waste removal	1,119,542	885,257
	8,918,483	8,488,363

CITY OF CORNER BROOK
CONSOLIDATED SCHEDULE OF EXPENSES
Year Ended December 31, 2018

SCHEDULE 3 Cont...

Water and Waste Water

Water treatment plant	1,244,255	1,174,667
Purification and treatment	103,335	114,224
Water mains and hydrants	1,214,047	1,190,808
Sanitary systems	401,494	401,770
Regulators and meters	184,468	151,105
Reservoirs and intakes	60,705	84,598
Pumphouse	80,280	60,905
	<u>3,288,584</u>	<u>3,178,077</u>

Parks and Recreation

Parks	<u>530,253</u>	<u>564,023</u>
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Corner Brook Transit

Transit contract subsidy	<u>335,716</u>	<u>316,815</u>
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Corner Brook Civic Centre

Administrative expenses	495,686	484,993
Operating expenses	<u>2,020,879</u>	<u>1,876,339</u>
	<u>2,516,565</u>	<u>2,361,332</u>

Fiscal Services

Grants	243,800	249,500
Long-term debt interest	736,652	712,776
Provision for uncollectible taxes, fees and charges	120,000	150,000
Amortization of tangible capital assets	<u>8,298,813</u>	<u>7,674,538</u>
	<u>9,399,265</u>	<u>8,786,814</u>

Total Expenses

	<u><u>\$ 35,224,079</u></u>	<u><u>\$ 33,602,235</u></u>
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CITY OF CORNER BROOK
CONSOLIDATED STATEMENT OF OPERATIONS BY PROGRAM
Year Ended December 31, 2018

SCHEDULE 4

	General Government*		Community Engineering, Planning and Development		Protective Services	
	2018	2017	2018	2017	2018	2017
REVENUE						
Taxation	\$ 24,014,962	\$ 23,874,477	\$ -	\$ -	\$ -	\$ -
Government transfers	1,080,821	1,097,545	-	-	-	-
Sales of goods and services	1,473,942	1,385,919	-	-	-	-
Investment income	-	-	-	-	-	-
Other revenue	5,410	11,058	-	-	-	-
Total revenue	<u>26,575,135</u>	<u>26,368,999</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
EXPENSES						
Personnel services	2,052,971	1,855,704	1,754,740	1,500,548	4,448,322	4,370,010
Amortization	-	-	-	-	-	-
Maintenance materials and supplies	182,771	195,024	85,796	135,316	342,341	239,341
Contract services	526,312	654,108	36,891	195,703	42,710	91,652
Utilities	69,598	32,137	24,058	20,513	77,916	28,779
Other	197,915	248,511	200,581	111,463	71,696	153,189
Interest on long-term debt	-	-	-	-	44,508	-
Grants and contributions	76,087	74,813	-	-	-	-
Total expenses	<u>3,105,654</u>	<u>3,060,297</u>	<u>2,102,066</u>	<u>1,963,543</u>	<u>5,027,493</u>	<u>4,882,971</u>
Surplus (Deficit)	<u>\$ 23,469,481</u>	<u>\$ 23,308,702</u>	<u>\$ (2,102,066)</u>	<u>\$ (1,963,543)</u>	<u>\$ (5,027,493)</u>	<u>\$ (4,882,971)</u>

* The general government category includes revenues and expenses that cannot be attributed to a particular sector.

CITY OF CORNER BROOK
CONSOLIDATED STATEMENT OF OPERATIONS BY PROGRAM
Year Ended December 31, 2018

SCHEDULE 4 Cont...

	Public Works		Water and Waste Water		Parks and Recreation	
	2018	2017	2018	2017	2018	2017
REVENUE						
Taxation	\$ -	\$ -	\$ 6,429,315	\$ 6,405,755	\$ -	\$ -
Government transfers	-	-	-	-	-	-
Sales of goods and services	-	-	-	-	45,799	49,756
Investment income	-	-	-	-	-	-
Other revenue	-	-	-	-	-	-
Total revenue	-	-	6,429,315	6,405,755	45,799	49,756
EXPENSES						
Personnel services	3,705,912	3,765,160	1,298,815	1,281,918	279,261	287,686
Amortization	-	-	-	-	-	-
Maintenance materials and supplies	2,319,230	2,520,677	1,398,729	1,564,300	103,905	88,861
Contract services	1,547,128	1,220,052	212,244	-	123,655	157,743
Utilities	952,984	832,771	321,443	258,000	23,127	9,062
Other	75,856	149,703	57,353	73,859	305	20,671
Interest on long-term debt	314,746	-	-	-	-	-
Grants and contributions	2,628	-	-	-	-	-
Total expenses	8,918,483	8,488,363	3,288,584	3,178,077	530,253	564,023
Surplus (Deficit)	\$ (8,918,483)	\$ (8,488,363)	\$ 3,140,731	\$ 3,227,678	\$ (484,454)	\$ (514,267)

CITY OF CORNER BROOK
CONSOLIDATED STATEMENT OF OPERATIONS BY PROGRAM
Year Ended December 31, 2018

SCHEDULE 4 Cont...

	Corner Brook Transit		Corner Brook Civic Centre		Fiscal Services	
	2018	2017	2018	2017	2018	2017
REVENUE						
Taxation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Government transfers	-	-	-	-	5,304,399	7,399,604
Sales of goods and services	-	-	1,528,181	1,349,630	-	-
Investment income	-	-	-	-	671,032	495,357
Other revenue	-	-	-	-	-	-
Total revenue	-	-	1,528,181	1,349,630	5,975,431	7,894,961
EXPENSES						
Personnel services	-	-	1,149,605	1,060,772	-	-
Amortization	-	-	-	-	8,298,813	7,674,538
Maintenance materials and supplies	-	-	230,067	619,264	-	-
Contract services	334,571	316,815	549,374	378,747	-	-
Utilities	1,145	-	538,912	156,148	-	-
Other	-	-	30,460	146,401	120,000	150,000
Interest on long-term debt	-	-	18,147	-	736,652	712,776
Grants and contributions	-	-	-	-	243,800	249,500
Total expenses	335,716	316,815	2,516,565	2,361,332	9,399,265	8,786,814
Surplus (Deficit)	\$ (335,716)	\$ (316,815)	\$ (988,384)	\$ (1,011,702)	\$ (3,423,834)	\$ (891,853)

CITY OF CORNER BROOK
CONSOLIDATED STATEMENT OF OPERATIONS BY PROGRAM
Year Ended December 31, 2018

SCHEDULE 4 Cont...

	Total	
	2018	2017
REVENUE		
Taxation	\$ 30,444,277	\$ 30,280,232
Government transfers	6,385,220	8,497,149
Sales of goods and services	3,047,922	2,785,305
Investment income	671,032	495,357
Other revenue	5,410	11,058
Total revenue	<u>40,553,861</u>	<u>42,069,101</u>
EXPENSES		
Personnel services	14,689,626	14,121,798
Amortization	8,298,813	7,674,538
Maintenance materials and supplies	4,662,839	5,362,783
Contract services	3,372,885	3,014,820
Utilities	2,009,183	1,337,410
Other	754,166	1,053,797
Interest on long-term debt	1,114,053	712,776
Grants and contributions	322,515	324,313
Total expenses	<u>35,224,079</u>	<u>33,602,235</u>
Annual Surplus	<u>\$ 5,329,782</u>	<u>\$ 8,466,866</u>

CITY OF CORNER BROOK

SCHEDULE 5

RECONCILIATION OF THE FINANCIAL PLAN TO THE CONSOLIDATED PSAS BUDGET

Year Ended December 31, 2018

	Financial Plan	Amortization (TCA)	Interest Expense	Reserve Transfers	Principal Repayments	PSAS Budget
REVENUE						
Taxation	\$ 30,379,400	\$ -	\$ -	\$ -	\$ -	\$ 30,379,400
Government transfers	1,121,800	-	-	-	-	1,121,800
Sales of goods and services	2,689,900	-	-	-	-	2,689,900
Investment income	410,000	-	-	-	-	410,000
Other revenue	330,400	-	-	-	-	330,400
Transfers from reserves	128,100	-	-	(128,100)	-	-
Total revenue	35,059,600	-	-	(128,100)	-	34,931,500
EXPENSES						
General government	3,459,100	-	-	-	-	3,459,100
Community engineering, planning and development	2,375,100	-	-	-	-	2,375,100
Protective services	5,030,200	-	-	-	-	5,030,200
Public works	8,236,100	-	-	-	-	8,236,100
Water and waste water	3,340,500	-	-	-	-	3,340,500
Parks and recreation	497,500	-	-	-	-	497,500
Corner Brook Transit	308,800	-	-	-	-	308,800
Corner Brook Civic Centre	2,369,600	-	-	-	-	2,369,600
Fiscal services						
Provision for uncollectible amounts	120,000	-	-	-	-	120,000
Grants and sponsorship	246,000	-	-	-	-	246,000
Capital expenditures	3,617,300	(2,600,000)	-	(1,017,300)	-	-
Debt charges	5,459,400	-	736,652	-	(5,459,400)	736,652
Amortization	-	8,298,813	-	-	-	8,298,813
Total expenses	35,059,600	5,698,813	736,652	(1,017,300)	(5,459,400)	35,018,365
Surplus (Deficit)	\$ -	\$ (5,698,813)	\$ (736,652)	\$ 889,200	\$ 5,459,400	\$ (86,865)

CITY OF CORNER BROOK
SCHEDULE OF CHANGE IN RESERVE FUND BALANCES
Year Ended December 31, 2018

SCHEDULE 6
(Unaudited)

	<u>Wildcove Landfill Site</u>	<u>Waste Water Reserve</u>	<u>Land Acquisitions</u>	<u>Equipment Replacement</u>	<u>Gas Tax</u>	<u>Public Trust</u>	<u>Civic Centre</u>
REVENUE							
Other income	\$ -	\$ -	\$ -	\$ -	\$ 867,834	\$ -	\$ -
EXPENSES							
Other expenses	78,071	-	-	-	1,077,645	-	5,380
NET REVENUES	(78,071)	-	-	-	(209,811)	-	(5,380)
TRANSFERS							
Transfers from operating fund	-	742,503	-	-	-	297	-
Acquisition of tangible capital assets	-	-	(13,550)	(41,275)	-	-	-
CHANGE IN RESERVE FUND BALANCES	(78,071)	742,503	(13,550)	(41,275)	(209,811)	297	(5,380)
FUND SURPLUS, BEGINNING OF YEAR	78,071	8,347,785	789,998	1,106,928	1,105,785	20,553	5,380
FUND SURPLUS, END OF YEAR	<u>\$ -</u>	<u>\$ 9,090,288</u>	<u>\$ 776,448</u>	<u>\$ 1,065,653</u>	<u>\$ 895,974</u>	<u>\$ 20,850</u>	<u>\$ -</u>

CITY OF CORNER BROOK
SCHEDULE OF CHANGE IN RESERVE FUND BALANCES
Year Ended December 31, 2018

SCHEDULE 6 cont...
(Unaudited)

	Operating and Environment	NLHC Paving	Fire Department Hazard	2018 Total	2017 Total
REVENUE					
Other income	\$ -	\$ -	\$ -	\$ 867,834	\$ 838,886
EXPENSES					
Other expenses	166,207	-	-	1,327,303	25,293
NET REVENUES	(166,207)	-	-	(459,469)	813,593
TRANSFERS					
Transfers from operating fund	-	55,374	4,943	803,117	1,640,355
Acquisition of tangible capital assets	-	-	-	(54,825)	(1,013,462)
CHANGE IN RESERVE FUND BALANCES	(166,207)	55,374	4,943	288,823	1,440,486
FUND SURPLUS, BEGINNING OF YEAR	447,207	-	-	11,901,707	10,461,221
FUND SURPLUS, END OF YEAR	\$ 281,000	\$ 55,374	\$ 4,943	\$ 12,190,530	\$ 11,901,707