



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, March 18, 2019 at 7:00 PM. Council Chambers, City Hall.**

CITY CLERK

Page

1 CALL MEETING TO ORDER

2 APPROVALS

2.1 Approval of Agenda

3 - 6

2.2 Approval of Minutes - Regular Council Meeting - 4 March 2019

7

2.3 Confirmation of Minutes - Council in Committee, March 11, 2019

3 BUSINESS ARISING FROM MINUTES

3.1 Business Arising From Minutes

4 CORRESPONDENCE/PROCLAMATIONS/PETITIONS/

9

4.1 Proclamations

1. Talk to Our Kids About Money Day

5 TENDERS

11 - 18

5.1 Wastewater Treatment Plant - Amendment No. 1

19 - 57

5.2 City Hall Emergency Lighting Design PCA

59 - 65

5.3 Bayview Heights Substandard Water Line Replacement - Proposals

67 - 91

5.4 Gale/Cochrane Street Substandard Water Line Replacement - Proposals

93 - 96

5.5 Combined Sewer Separation Phase 2 - Change Order #20

97 - 138

5.6 Prime Consultant Agreement - Corner Brook Regional Recreational Centre

Page

139 - 144	5.7	O'Connell Drive Waterline Improvements
	6	LAND MANAGEMENT
145 - 153	6.1	Sale of Land Between 65/69 Bannister's Road
	7	AGREEMENTS
155 - 157	7.1	Achievement in Community Excellence Awards 2019
	8	PLANNING AND DEVELOPMENT
159 - 164	8.1	Street Train
	9	ADJOURNMENT

**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
MONDAY, 4 MARCH, 2019 AT 7:00 PM**

PRESENT:

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

CALL MEETING TO ORDER

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

19-033 Approval of Agenda

On motion by Councillor V. Granter, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to approve the agenda for the Regular Meeting of Council, March 4, 2019, as circulated. **MOTION CARRIED.**

19-034 Approval of Minutes (Regular Council Meeting - 11 February 2019)

On motion by Councillor J. Carey, seconded by Councillor V. Granter, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting held on February 11, 2019, as presented. **MOTION CARRIED.**

**19-035 Confirmation of Minutes
Council in Committee - January 21, 2019**

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **RESOLVED** to ratify minute CC19-008 - Approval of Agenda. **MOTION CARRIED.**

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **RESOLVED** to ratify minute CC19-010 - Corner Brook Day Concert - Sponsorship - to approve staff to negotiate and enter into an agreement with Steady Entertainment to have the City of Corner Brook as the title sponsor for a concert event in the Civic Centre on July 20, 2019 with a maximum sponsorship of \$45,000. **MOTION CARRIED.**

Council in Committee - January 28, 2019

On motion by Councillor B. Staeben, seconded by Councillor V. Granter, it is **RESOLVED** to ratify minute CC19-011 - Approval of Agenda. **MOTION CARRIED.**

On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to ratify minute CC19-013 - Taxi Bylaws Appeals Committee - as per section 41 of the Taxi Bylaw, an Appeals Committee be established to hear appeals of a decision of a Taxi Inspector relating to the denial of a taxi license; and **FURTHER**, that representatives of the Public Safety Committee serve on the Committee along with the City Manager; and **FURTHER**, that Councillor B. Staeben be a designate in the event a representative is unavailable. **MOTION CARRIED.**

Council in Committee - February 11, 2019

On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** to ratify minute CC19-014 - Approval of Agenda. **MOTION CARRIED.**

On motion by Councillor B. Staeben, seconded by Councillor V. Granter, it is **RESOLVED** to ratify minute CC19-016 to approve the execution of a Rental Agreement with Steady Entertainment Inc. for a concert event in the Civic Centre on July 20, 2019 with the City providing a sponsorship to a maximum amount between \$20,000 - \$45,000. **MOTION CARRIED.**

MOTION CARRIED.

19-036 Business Arising From Minutes

No items were brought forward.

19-037 Proclamations

Mayor J. Parsons advised of the following two proclamations:

- 1) Heritage Day/Week - February 18, 2019
- 2) Purple Day for Epilepsy - March 26, 2019

19-038 Georgetown Road Culvert Replacement and Lift Station - Part A Contract No. 2018-14

On motion by Councillor V. Granter, seconded by Councillor T. Buckle, it is **RESOLVED** that the City of Corner Brook Council approve the Contract Change Order Number 2 for the Georgetown Road Culvert Replacement and Lift Station Contract No. 2018-14 in the amount of \$33,861.75 including HST. **MOTION CARRIED.**

19-039 Supply of Equipment - One (1) New Skid Steer Loader with Attachments

On motion by Councillor T. Buckle, seconded by Councillor B. Staeben **RESOLVED** that Comer Brook City Council accept staff's recommendation to accept the bid of \$82,161.75 (taxes included) by Atlantic Trailer & Equipment Ltd. for the supply of One (1) New Skid Steer Loader with Attachments. **MOTION CARRIED.**

19-040 STAR - Public Consultation Session- Idea Generation

Council was advised that Tourism 360 author, Mike Stolte, will be visiting the region to provide a Visioning, Benchmarking, and Idea Generation session to local stakeholders regarding the STAR initiative. This session will be held on March 14th from 1pm - 4:00 pm at the Rotary Arts Centre and will conclude stage three of the seven stage STAR process.

19-041 SPCA Update

Deputy Mayor B. Griffin provided an update on the progress of SPCA Board. He advised the SPCA hopes to commence work on a new building in the summer 2019.

There was some discussion regarding the financial stability of the SPCA to fund a new building. The Director of Protective Services advised the Board is hoping to raise funds without requiring any financial assistance from government bodies.

19-042 Crown Land Application - Lower Humber River

Councillor V. Granter disclosed that, due to employment, he would be in a conflict of interest in relation to this agenda item.

On motion by Councillor J. Carey, seconded by Deputy Mayor B. Griffin it is RESOLVED to declare Councillor V. Granter in a Conflict of Interest on this agenda item. MOTION CARRIED.

Councillor Granter abstained from voting and deliberations on this agenda item.

On motion by Deputy Mayor B. Griffin, seconded by Councillor J. Carey, it is **RESOLVED** to approve the application to occupy crown land for the purpose of operating an agricultural use on land as requested along the Humber River subject to:

- the applicant complying with the City of Corner Brook Development Regulations; and
- obtaining confirmation that the City has the authority to approve the application given the recent decision of the Western Regional Appeal Board.

MOTION CARRIED.

19-043 Agreement - Gas Tax

On motion by Councillor. B. Staeben, seconded by Councillor. T. Buckle, it is **RESOLVED** to approve the execution of the letter to the Province of Newfoundland and Labrador for the gas tax fund allocations for 2019-2024 for the Ultimate Recipient Gas Tax Agreement in the amount of \$4,366,662. **MOTION CARRIED.**

19-044 Gas Tax - Capital Investment Plan

On motion by Councillor J. Carey, seconded by Councillor B. Staeben, it is **RESOLVED** to approve the submission of the Capital Investment Plan for the period 2019-2024 for \$4,366,662 with the funding to be utilized towards road and asphalt improvements. **MOTION CARRIED.**

19-045 Policy - Out of Jurisdiction Response

On motion by Councillor V. Granter, seconded by Councillor B. Staeben, it is **RESOLVED** to approve the Out of Jurisdiction Response 2019 Policy No. 16-01-01 to establish guidelines by which the Corner Brook Fire Department may respond to incidents outside the City of Corner Brook's geographic municipal boundaries; and **FURTHER**, that Council rescind Policy No. 11-03-21 (2013), Out of Jurisdiction Response. **MOTION CARRIED.**

Councillor Carey raised some concerns that the existing Standard Operating Procedure does not align with the revised policy and recommended the Standard Operating Procedure be brought forward to Council to ensure it aligns with the new policy. Deputy Mayor Griffin commented that the Standard Operating Procedure should clearly identify the resources allocated to out of jurisdiction response.

ADJOURNMENT

The meeting adjourned at 8:06 p.m.

 City Clerk

 Mayor

MREQUEST FOR DECISION*City Clerk's Office***SUBJECT:** Ratification of Decisions

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

PROPOSED MOTION:**March 11, 2019 – Council in Committee Meeting**

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

On motion by Councillor L. Chaisson, seconded by Councillor B. Staeben, it is **RESOLVED** to approve the award of the contract, 2019-09 Vending Services, between the City of Corner Brook and the following:

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


Submitted by:

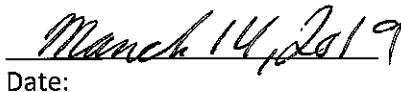

 City Clerk's Office



Date:

Approved by:


 City Manager



Date:



City of Corner Brook

A Proclamation

TALK WITH OUR KIDS ABOUT MONEY (TWOKAM) DAY

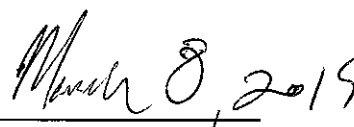
Wednesday, April 17, 2019

- WHEREAS:** Financial literacy is a basic foundation that is necessary for people to participate fully in the social and economic life of the city of Corner Brook; and,
- WHEREAS:** The schools in the City of Corner Brook region work together to ensure our young people get the best possible education to prepare them to successfully manage their future careers and financial affairs; and,
- WHEREAS:** The Canadian Foundation for Economic Education (CFEE) has created the annual, cross-Canada Talk With Our Kids About Money Day program. It is supported by Scotiabank; and,
- WHEREAS:** The Talk With Our Kids About Money program consists of both a home and school program allowing teachers, parents and guardians to fully participate at no cost; and,
- WHEREAS:** The Talk with Our Kids About Money Day will be held in classrooms and at homes in the City of Corner Brook, across the province of Newfoundland and Labrador and throughout Canada.
- THEREFORE** I, Jim Parsons, Mayor of the City of Corner Brook, do hereby proclaim Wednesday, April 17, 2019 as:

“Talk with Our Kids About Money” Day.


Mayor Jim Parsons

Seal of the City of Corner Brook


Date

REQUEST FOR DECISION

[Director of Community, Engineering, Development & Planning]

SUBJECT: Corner Brook Wastewater Treatment Plant – Environmental Permitting and Infill Design Amendment No. 1

DESCRIPTION: A change to the Prime Consultant Agreement: The scope of this contract change is due to the additional geotechnical testing and reporting per attached site plan and cost tabulation.

PROPOSED MOTION: Be it **RESOLVED** that Corner Brook City Council approve the amended Standard Form of Agreement between (City of Corner Brook) and Prime Consultant (CBCL Ltd.) for Contract – Wastewater Treatment Plant – Environmental Permitting and Infill Design additional geotechnical testing and reporting per attached site plan and cost tabulation in the amount of \$94,262.86 (HST Included)

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: To approve the amended Standard Form of Agreement between (City of Corner Brook) and Prime Consultant (CBCL Ltd.) for Contract – Wastewater Treatment Plant – Environmental Permitting and Infill Design for additional geotechnical testing and reporting per attached site plan and cost tabulation in the amount of \$94,262.86 (HST Included).

City of Corner Brook Act Authority:

Policy and/or Regulation:

Estimated Cost: \$94,262.86 (Including HST)

Budget Line Item:

Communication Strategy: N/A

Website:

STANDING COMMITTEE COMMENTS:

Implication:

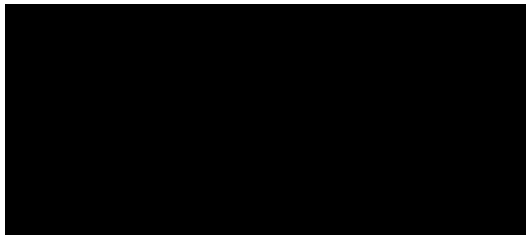
BACKGROUND:

Report/Document:

Division Manager

Director

City Manager

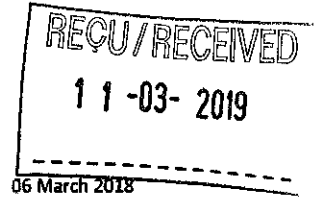


Date: March 11/2019

Date: 2019/03/12

Date: 2019/03/14

**Department of Municipal and Intergovernmental Affairs
PRIME CONSULTANT AGREEMENT AMENDMENT NOTICE**



PROJECT NAME: Corner Brook Wastewater Treatment Plant – Environmental Permitting and Infill Design

PROJECT NO: 179411.00

AMENDMENT NUMBER: 1

1. NOTICE

A change to the Prime Consultant Agreement 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 3 signed copies of this document to the Owner for approval. Should it be decided to proceed with the work, an approved copy will be returned to the Consultant and to the Department of Municipal and Intergovernmental Affairs. Work shall not proceed until the written authorization is received from the Department of Municipal and Intergovernmental Affairs.

3. DESCRIPTION OF CHANGE

The changes are as outlined in the attached email from L. Boone (2018-07-04) including additional geotechnical testing and reporting per attached site plan and cost tabulation.

4. EFFECT OF CHANGE ON PRIMARY CONSULTANT AGREEMENT

This change order will 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: 400 REVISED COMPLETION DATE: Sept, 2018

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

Amount:

() No Change

(x) Addition to Contract including HST payable by the Owner \$94,262.86

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

Consultant:

(Signature)

Authorized Contract Amount

\$ 229,136.35

Previous Amendment (s)

\$ 0.00

This Amendment

\$ 94,262.86

New Approved Contract Amount

\$ 323,399

5. AUTHORIZATION TO PROCEED

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

DATE: _____

OWNER: _____

6. CANCELLATION OF CONTEMPLATED CHANGE

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

DATE: _____ OWNER: _____

Chaulk, Mike

From: Warford, Jim <jwarford@cornerbrook.com>
Sent: July 27, 2018 9:02 AM
To: [REDACTED]
Cc: EngDocCtrl; [REDACTED]
Subject: RE: Marine Infill Project for Wastewater Treatment Facility, Corner Brook (2018)
Categories: Filed by Newforma

[REDACTED]

Please proceed with the additional drilling program as per your e mail of July 4.

Jim

James Warford, P. Eng.
 Manager of Engineering Services
 City of Corner Brook
 P.O.Box 1080
 Corner Brook, NL A2H 6E1
 Tel: 709-637-1626
 Email: jwarford@cornerbrook.com
 Web Site: www.cornerbrook.com

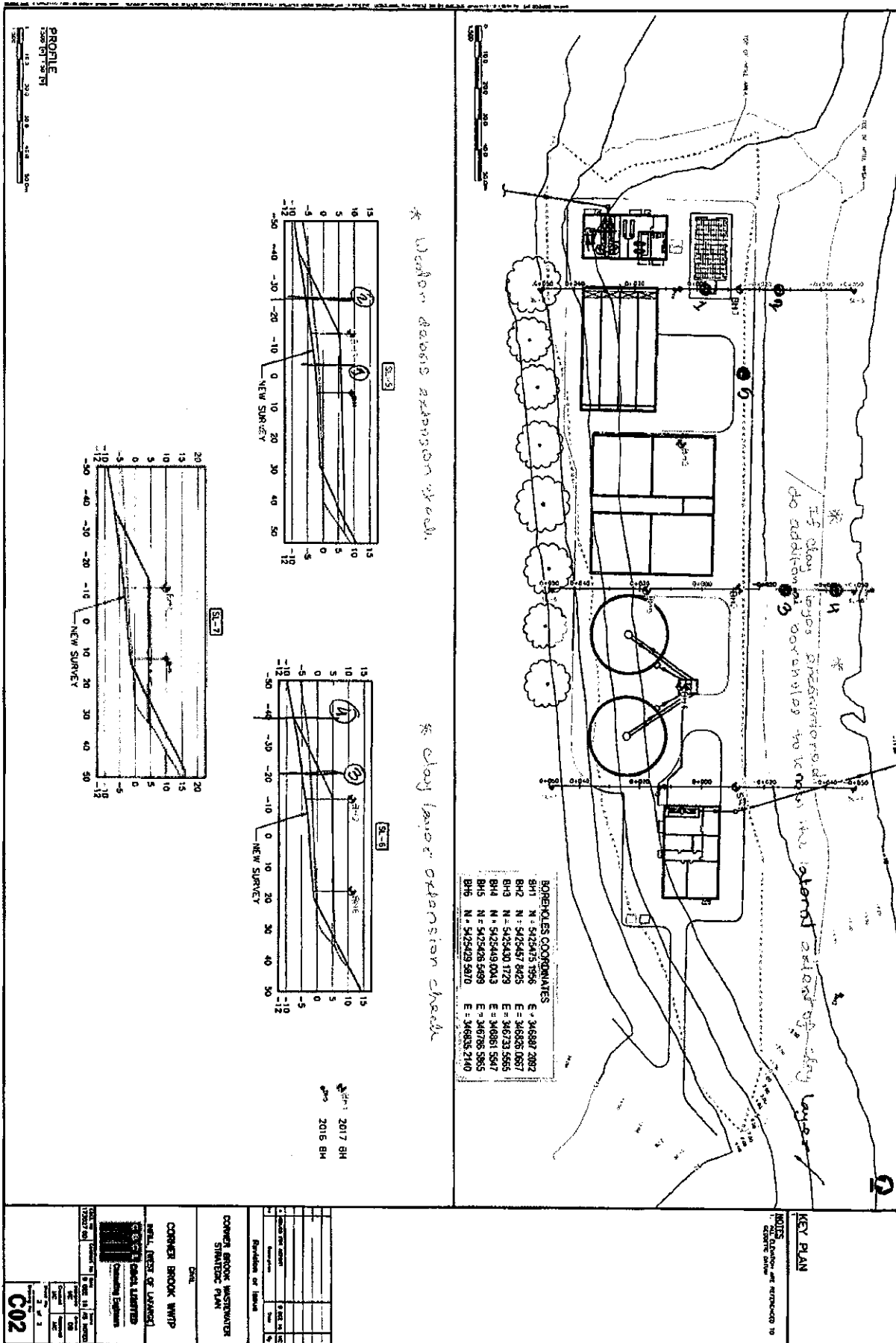
From: [REDACTED]
Sent: July 4, 2018 4:36 PM
To: [REDACTED]
Cc: Warford, Jim <jwarford@cornerbrook.com>
Subject: FW: Marine Infill Project for Wastewater Treatment Facility, Corner Brook (2018)

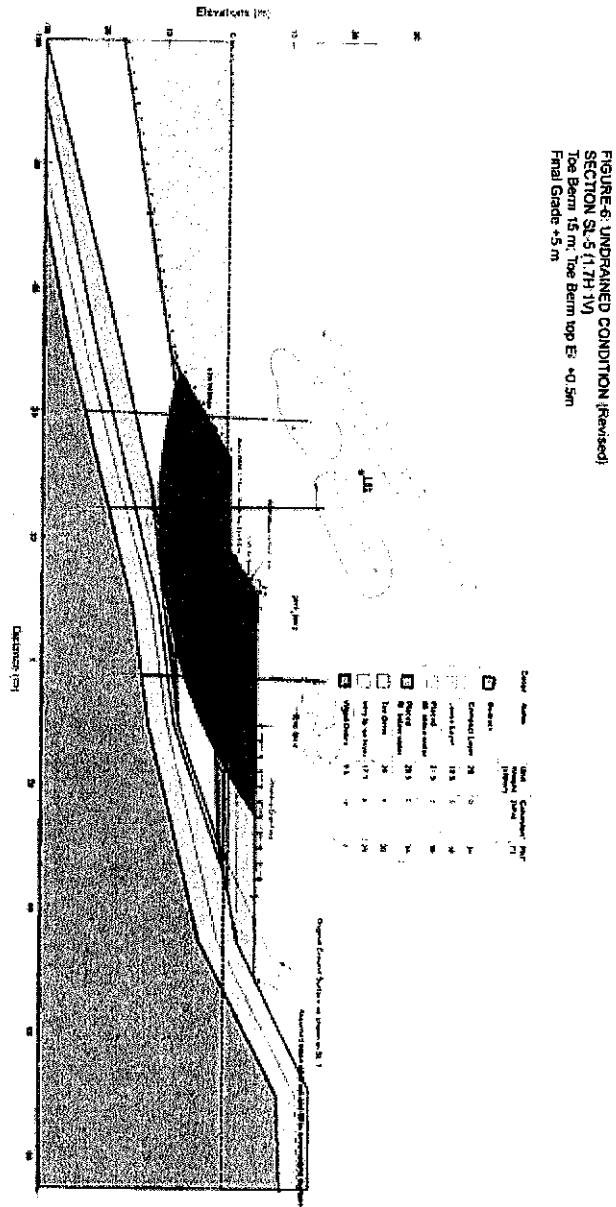
[REDACTED] I'm forwarding the below information directly from Stantec on additional drilling for the WWTP site. I've since had a call with Lorne to discuss. They want to look at 2 areas; one with wood fiber and one with clay. In my recent discussions with the City the two areas were sort of combined in terms of an overall discussion of slope stability along the outer edge of the site. I believe the clay area is more of a concern given the proposed construction in that area. But in the event the design shifts the loads or structures around the site, both spots would be looked at. The program is similar to prior efforts. The drilling estimates are based on 7 holes, but we may only need 5. At this point I'm not proposing additional CBCL time on top of this, but I need to look closer at that and where budgets stand. I can't see there being any more drilling on the site after this.

Did you guys have something specific in mind for budget?

Tks
 [REDACTED]

From: [REDACTED]
Sent: June 26, 2018 4:41 PM
To: [REDACTED]
Subject: Marine Infill Project for Wastewater Treatment Facility, Corner Brook (2018)





Geotechnical Investigation, Marine Infill Project, Corner Brook, NL

Project No.: 121620041



Table 1: Estimation of Probable Costs (2018)

Item Description		Unit	Unit Cost	Est'd. Quantity	Estimated Cost
1	DRILLING SUBCONTRACTOR (5 to 7 Marine BHs)				
1.1	Mob/ Demob of Drill Rig, Barge and Boat	LS	12,165.00	1	12165.00
1.2	Marine Drill Operation - Daily Rate - Including Labour	day	4,853.00	7.0	33971.00
1.3	Marine Standby Rate	day	3,593.00	0.0	0.00
1.4	Crane Cost (Estimate Only)	Hourly	275.00	10.0	2750.00
1.5	HQ Coring Wear	m	25.00	75	1875.00
1.6	Shelby Tubes	each	51.00	6	306.00
1.7	Core Boxes	each	20.00	16.0	320.00
				Sub-Total	\$51,387.00
2	STANTEC - PROJECT PREP, FIELD SUPERVISION, MOBILIZATION (Professional Fees)				
2.1	Mobilization/Demobilization of Personnel (Inc site Vehicle)	Est	\$2,500	1.0	\$2,500.00
2.1a	Field Drilling Supervision	day	\$1,200	8.0	\$9,600.00
2.1b	Field Technician Standby	day	\$800	0.0	\$0.00
2.2	Room and Board	day	\$200	9	\$1,800.00
					\$13,900.00
3	STANTEC - FIELD EXPENSES				
3.1	Field Expenses (allowance)	allowance	\$50	6	\$300.00
				Sub-Total	\$300.00
4	STANTEC - LABORATORY TESTING				
4.1	Testing Allowance (Geotechnical)	allowance	\$2,000	1	\$2,000.00
				Sub-Total	\$2,000.00
5	PROJECT MANAGEMENT, ENGINEERING AND REPORTING				
5.1	Project Management, Engineering and Reporting	allowance	\$7,500	1	\$7,500.00
				Sub-Total	\$7,500.00
				Project Sub-Total	\$75,087.00
				10% on Disbursements	\$5,168.70
				Flat Rate Disbursement 8% of Fees	\$1,712.00
					\$81,967.70

REQUEST FOR DECISION

[Director of Community, Engineering, Development & Planning]

SUBJECT: Prime Consultant Services – Corner Brook City Hall Emergency Lighting Design

DESCRIPTION:

The Engineering firm SNC Lavalin has provided a proposal to perform the Engineering work associated with the City Hall Emergency Lighting Design.

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

STAFF RECOMMENDATION:

To approve the proposal by SNC LAVALIN Inc.

PROPOSED MOTION:

Be it **RESOLVED** that Corner Brook City Council approve the Proposal and subsequent Prime Consultant Agreement with SNC LAVALIN with an estimated total cost of \$20,855.25 HST Inc.

IMPLICATIONS OF RECOMMENDATION:

City of Corner Brook Act Authority:

Policy and/or Regulation:

Estimated Cost: \$20,855.25 (HST Included)

Budget Line Item:

Communication Strategy: N/A

Website:

STANDING COMMITTEE COMMENTS:

Implication:

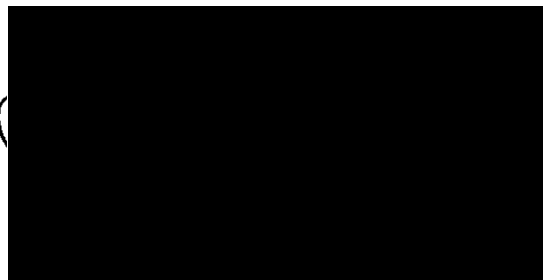
BACKGROUND:

Report/Document:

Division Manager

Director

City Manager

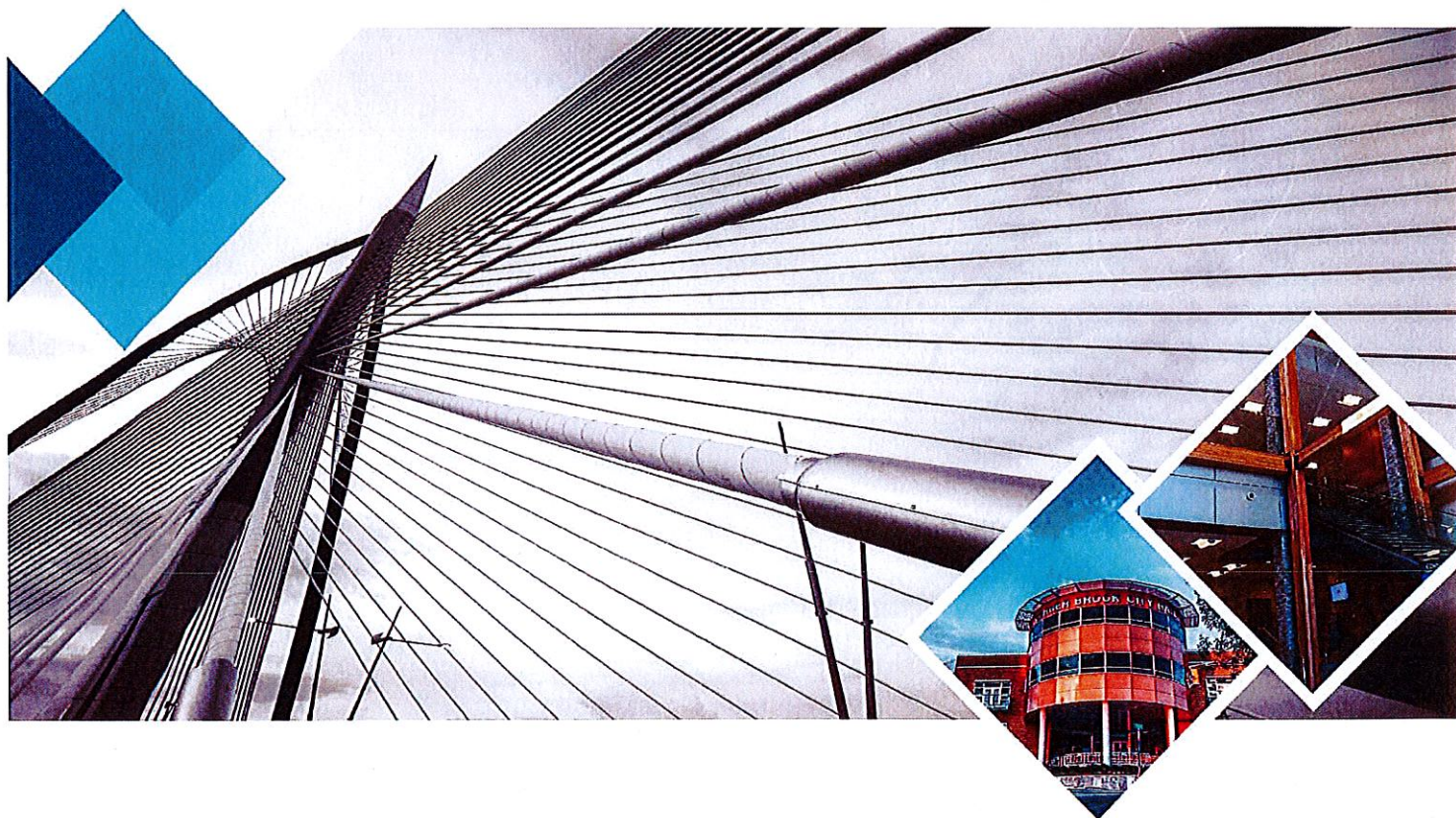


Date: March 12 / 2019
 Date: 2019/03/13.
 Date: 2019/03/14

Corner Brook City Hall Emergency Lighting Design

PRIME CONSULTANT AGREEMENT

City of Corner Brook



Infrastructure

08 | 03 | 2019

Contract > Client ref. N/A > Original > Rev. B01
Internal ref. 663851-0001-SLI-M-30-CON-000-0001_B01

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

CITY OF CORNER BROOK
PRIME CONSULTING SERVICES RELATED TO
CORNER BROOK CITY HALL EMERGENCY LIGHTING
DESIGN

SNC-LAVALIN INC.

Project No.: 663851

DMA Project No.: N/A

Funding Program: N/A

AGREEMENT

THIS AGREEMENT made at **City of Corner Brook**
in the Province of Newfoundland and Labrador, on this day of **Mar 8, 2019**

BETWEEN:

CITY OF CORNER BROOK
("The Client")

AND:

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

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

I. Definitions

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

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

II. The Prime Consultant's Work

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

III. Entire Agreement

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

IV. Representations and Warranties

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

V. Conflict Between Provisions

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

VI. Start and Completion Date

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

Start Date: **Mar 8, 2019**

Completion Date: **May 31, 2019**

VII. Effective Date

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

VIII. Paragraph Numbering

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

IX. Counterparts

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

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

CITY OF CORNER BROOK

Signing Officer

Witness or Signing Officer

Date

Date

SNC-LAVALIN INC.



Signing Officer



Witness or Signing Officer

March 11, 2019.

Date

March 11, 2019.

Date

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

Part 1	DEFINITIONS	6
Part 2	RESPONSIBILITIES	7
Part 3	GENERAL REQUIREMENTS	9
Part 4	BASIS OF PAYMENT SCHEDULE	11

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

PART 1 DEFINITIONS

- 1.1** **Additional Services:** means Consulting Services provided that are additional to the Basic Services as set out in Schedules I and II.

- 1.2** **Authorities Having Jurisdiction (AHJ):** means a person or persons representing these agencies that have authority to provide plan approvals and permits for the purpose of constructing the project.

- 1.3** **Basic Services:** means Consulting Services as outlined in the scope of work defined in Schedules I and II.

- 1.4** **Construction Budget Forecast:** means the Client's estimated Construction Cost including contingencies for cost increases and taxes (HST).

- 1.5** **Construction Cost:** means the contract price(s) of all elements of the project designed or specified by or on behalf of the Prime Consultant including, all applicable taxes. Where there is no contract price for all or part of the project, the Construction Cost shall be the elemental cost analysis using market rates at the estimated time of construction as determined by the Prime Consultant and agreed by the Client. The Construction Cost does not include professional fees, or land acquisition costs.

- 1.6** **Contract:** means an agreement between the Client and the Contractor for the provision of labour, materials and equipment for the construction of the project or part of the project by a Contractor.

- 1.7** **Contractor:** means a person, firm, or corporation contracting with the Client to provide labour, materials and equipment for the construction of the Project or part of the Project.

- 1.8** **Cost Control Services:** means a service to advise and monitor on Project Budget and Construction Budget Forecasts.

- 1.9** **Master Specification:** means Municipal Water, Sewer and Road Specification (a manual developed by the Department of Municipal Affairs) or Master Specification Guide for Publicly Funded Buildings (a specification developed by the Department of Transportation and Works and prepared for the purpose of presenting standards, guidelines, instructions and specifications to use in the delivery of publicly funded projects). Unless otherwise agreed between the parties, the version published on the date of the contract shall be the version applicable to the contract.

- 1.10** **Partial Services:** means Reduced Basic Services as negotiated by the Client with the Prime Consultant.

- 1.11** **Program Advisory Services:** means Consulting Services provided by the Prime Consultant prior to start of Basic Services.

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

PART 2 **RESPONSIBILITIES**

2.1 **PRIME CONSULTANT**

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

d) Identify unsafe work conditions to the contractor that on site personnel may become aware of, and if necessary report same to the Occupational Health & Safety regulators.

.7 Cost Control Services are included under the scope of Basic Services to be provided by the Prime Consultant.

.8 The following schedules apply:

Schedule I - Project Description

Schedule II - Basic and Other Additional Services Fees

Schedule III - Additional Reimbursable Allowances

Schedule IV - Project Schedule

Schedule V - Other General Requirements

2.2 CLIENT'S RESPONSIBILITIES

.1 The Client shall give due consideration to documentation submitted by the Prime Consultant and, whenever action is necessary, the Client shall inform the Prime Consultant of the Client's decisions, in a reasonable and timely manner.

.2 The Client shall authorize persons to act on behalf of the Client with respect to delivery and administration of the project.

.3 If the Client observes or otherwise becomes aware of any fault or defect in the project or any nonconformity with the requirements of the Contract, the Prime Consultant shall be so notified in writing.

.4 The Client may provide information regarding the project including: a program, which shall set forth the Client's spatial and functional requirements and relationships. The Prime Consultant is responsible for requesting or providing information that is required to prepare the design and contract documents.

.5 The Client will provide the Prime Consultant with a Project Budget Forecast.

.6 The Client shall reimburse the Prime Consultant for procuring information which the Prime Consultant requires for the provision of services necessary to carry out the preparation of design and/or contract documentation when the information is not available upon request from the Client such as site surveys, and hazardous material surveys.

.7 When the Client supplies the Prime Consultant with information contained within reports or equipment data sheets, the Prime Consultant will not be required to exhaustively check information supplied by the Client to verify the same unless it is requested to do so by the Client. However, if the Prime Consultant observes, or otherwise becomes aware, of any fault or defect in the information supplied to it by the Client, the Prime Consultant shall cause the Client to be notified in writing of any such fault or defect forthwith.

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

PART 3 **GENERAL REQUIREMENTS**

3.1 **STAFF**

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

3.2 **SCHEDULE**

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

3.3 **COST CONTROL**

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

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

3.4 CHANGES AND ADJUSTMENT

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

3.5 ERRORS AND OMISSIONS

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

3.6 PRIME CONSULTANT ACTIONS AND DECISIONS

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

3.7 INSURANCE COVERAGE

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

PART 4 BASIS OF PAYMENT SCHEDULE

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

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

SCHEDULE I

PROJECT DESCRIPTION

Provide description of project including:

Summary: The project is to perform detailed design, tender phase and construction phase services for the replacement of emergency lighting at the Corner Brook City Hall.

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

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

The scope of work includes engineering design work for the following:

- Review on site testing with an electrical contractor (provided by the City of Corner Brook) to determine emergency lighting circuits in Panel "EMDC" prior to design.
- Detailed Design:
 - Floor Plans showing demolition of the existing emergency lighting system;
 - Floor Plans showing the new emergency lighting system;
 - Electrical Room drawing;
 - Revised partial single line;
 - Updated panel schedule;
 - Specification on drawings;
 - Issued for Tender Drawings.
- Tender Phase Services
 - Answer contractor questions;
 - Issue addenda as required;
 - Issued for Construction Drawings.
- Construction Phase Services
 - Shop Drawing Review
 - Answer contractor RFI;
 - Review of O&M manual;
 - Commissioning of system, noting any deficiencies;
 - As Built Drawings.

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

- Review of testing by electrical contractor (provided by the City of Corner Brook) to determine emergency lighting circuits in Panel "EMDC";
- Review drawing submission at 90%;
- Phone meeting with client after 90% submission to review and answer any questions client may have;
- Revise and submit Issued for Tender Documents;
- Tender Phase Services;
- Construction Phase Services;
- Commissioning;
- As-Built drawings.

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

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

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

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

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

SCHEDULE II
(Buildings & Treatment Facilities)

BASIC AND OTHER ADDITIONAL SERVICES FEES

• Programming Advisory Services	\$	
• Basic Services		
• Concept Design	\$	
• Design Development	\$	
• Contract Documents	\$	
• Proposal/Tendering & Contract Award	\$	
• Contract Administration	\$	
• Project Completion Phase and Project Record Drawings	\$	
• Other Additional Services:		
• Commissioning	\$	
◦ Enter Description	\$	
◦ Enter Description	\$	
• Resident Services during Construction	\$	
◦ Enter Description	\$	
◦ Enter Description	\$	
• Design Services - Segregated Construction Contracts	\$	16,635
• Construction Management - Multiple Contracts	\$	
• Prime Consultant Project Expenses for Above Services	\$	1,500
TOTAL BASIC AND OTHER SERVICE FEES	\$	18,135
TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE (From Schedule III)	\$	
TOTAL SERVICE FEE (Less HST) (Total Schedules II + III)	\$	18,135
HST	\$	2,720.25
TOTAL SERVICE FEE (Including HST)	\$	20,855.25

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	\$

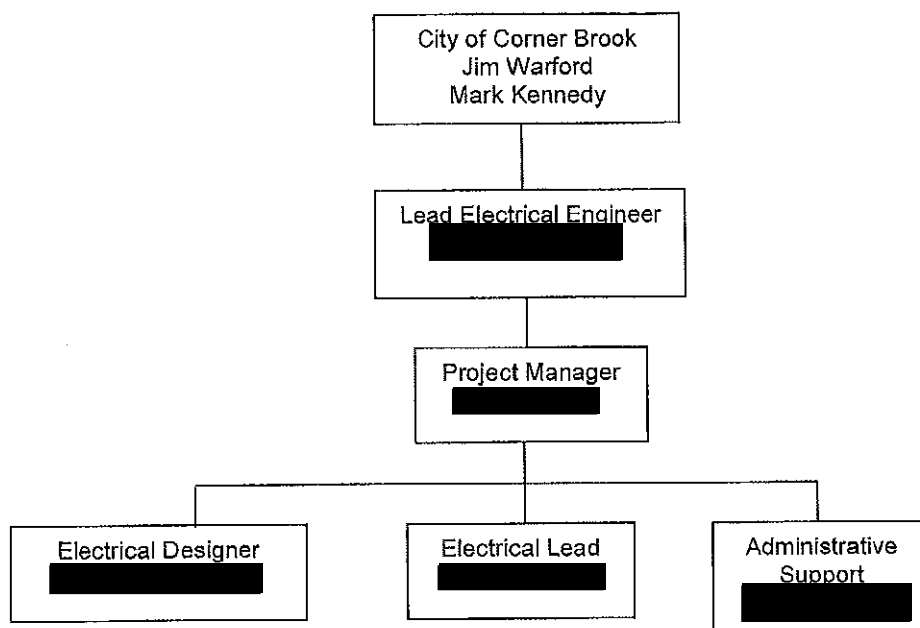
SCHEDULE IV
PROJECT SCHEDULE

Project Award	March 8, 2019
PCA Approval	March 12, 2019
90% Detailed Design	March 27, 2019
City of Corner Brook Review Period	March 27-April 3, 2019
Submission of Tender Documents	April 12, 2019
Tender Phase Services	April 22-May 3, 2019
Project Award	May 3-May 10, 2019
Construction Phase Services	May 10-June 21, 2019

SCHEDULE V
OTHER GENERAL REQUIREMENTS

Attach the following:

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



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, Insert text dollar value

Sixteen Thousand Six Hundred Thirty Five Dollars

(\$ 16,635) (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 \$ 1,500 . This amount must be included in Schedule II on the line entitled "Prime Consultant Project Expenses for Above Services".

(i) Enter Specific Reimbursable Items

Reimbursement Option B ☐ Selected Option

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

(f) Enter Specific Reimbursable 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 Twenty Thousand Eight Hundred Fifty-Five Dollars and Twenty-Five Cents.
(\$ 20,855.25).
- (b) The Prime Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Prime Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).
- (c) The Parties agree and confirm that as set out in section 25(6) of the *Financial Administration Act*, RSNL 1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.
- (d) Payment will be made within 60 calendar days of receipt of a properly documented invoice. The Client shall within thirty (30) days of the execution of this Agreement should the Prime Consultant request the same provide direction to the Prime Consultant as to what constitutes a properly documented invoice.
- (e) All invoices shall clearly show the amount of HST billed by the Prime Consultant as a separate item.

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

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

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

Article - 9. LIABILITY

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

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

Article - 10. COMPLIANCE WITH LAW

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

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

Article - 11. ARBITRATION

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

Article - 12. LAWS GOVERNING

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

Article - 13. USE OF WORK

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

Article - 14. CONFLICT OF INTEREST

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

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

Article - 15. SUB-CONTRACTORS

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

Article - 16. GENERAL

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

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

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

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



Certificate of Insurance

No.: 2018-617

Dated: April 29, 2018

This document supersedes any certificate previously issued under this number

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

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

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

Certificate Holder:

To Whom It May Concern

Named Insured and Address:

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

This certificate is issued regarding:

GIME Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/ Expiry Dates	Sums Insured Or Limits of Liability	
EXCESS AUTOMOBILE	Lloyd's Underwriters	B0509BOWC11800 155	Apr 30, 2018 to Apr 30, 2019	Each Occurrence and in the Aggregate	CDN 1,000,000
PROFESSIONAL LIABILITY • Claims Made Policy	Lloyd's Underwriters (Lead) and other participating insurers	FINPA1800060	Apr 30, 2018 to Apr 30, 2019	Per Claim and in the Annual Aggregate	CDN 1,000,000
GENERAL LIABILITY - OTHER POLICIES • PRIMARY GLOBAL UMBRELLA • Includes Owned and Non-Owned Automobile	Lloyd's Underwriters	B0509BOWC11800 155	Apr 30, 2018 to Apr 30, 2019	Each Occurrence and in the Aggregate	CDN 1,000,000

Marsh Canada Limited

1981 McGill College Avenue, Suite 820

Montréal, QC H3A 3T4

Telephone: (514)-2855928


Fax: (514)-2854716

caroline.dufault@marsh.com

Marsh Canada Limited

By:

Caroline Dufault

<div> Corner Brook City Hall Emergency Lighting Detailed Design 652219-0066</div>				Discipline	Electrical		Project Services Support				Costing
				Role	Engineer	Tech/ Designer	Project Manager	Admin	Document Control	Cost Control	Cost per Phase
Project Tasks				Total Hours							
BASIC SERVICES	1.0	Project Opening, Kick-off with Client, with User, Includes Project Support Services for project		5.5	1.0	1.0	2.0	0.0	0.0	1.5	\$603.91
	1.1	SLI Internal kick off meeting		2.5	0.5	0.5	1			0.5	
	1.2	Client Kick off meeting		1.0	0.5	0.5					
	1.3	Project Services - Cost Control		2.0			1			1	
				0.0							
	2.0	Detailed Design		92.0	14	65	8	0	1	4	\$10,101.78
	2.1	Review testing with electrical contractor prior to start of design		4.0	1	3					
	2.2	Drawings - Floor Plans - Revised single line diagram - Updated Panel Schedule - Specification on drawing		66.0	10	56					
	2.3	90% submission		2.0	0.5	1			0.5		
	2.4	Phone meeting with client to review 90% submission		4.0	2	2					
	2.5	Incorporate Client Comments & Final Quality Checks		2.0		2					
	2.6	Issued for Tender Documents		2.0	0.5	1			0.5		
	2.7	On-Going PM support		12.0			8			4	
	3.0	Tender Phase Services		7.5	1.5	2.5	2	0	0.5	1	\$823.51
	3.1	Answer contractor questions		2.0	0.5	1			0.5		
	3.2	Issue Addendums		1.0	0.5	0.5					
	3.3	Issued for Construction Documents		1.5	0.5	1					
	3.4	On-Going PM support		3.0			2			1	
	4.0	Construction Phase Services (CPS)		46.5	4.5	33	4	0	3	2	\$5,105.79
	4.1	Shop Drawing Review		11.0	2	8			1		
	4.2	Answer contractor RFI		6.0	1	4			1		
	4.3	Review of O&M manual		3	0.5	2			0.5		
	4.4	Commissioning		17.0	1	16					
	4.5	As-Built Drawings		3.5		3			0.5		
	4.6	On-Going PM support		6.0			4			2	
	Total Basic Services (Hours)				151.5	21	102	16	0	5	9
				\$16,635.00	123		29				
Reimbursables				\$1,500.00							
Total Basic Services Fee (excluding HST)				\$18,135.00							

REQUEST FOR DECISION

[Director of Community, Engineering, Development & Planning]

SUBJECT: Prime Consultant Services – Bayview Heights Substandard Water Line Replacement

DESCRIPTION: The City of Corner Brook has requested Consultant Fee Proposals to select a Prime Consultant to perform associated work with Bayview Heights water line replacement.

Consultant Fee Proposals were received from three firms including HST:

SNC-Lavalin Inc.	\$31,627.30
Anderson Engineering Consultants Ltd.	\$33,867.50
DMG Consulting Ltd.	\$41,457.50

The proposals were reviewed by staff and recommend proceeding with the lowest Proposal from SNC-Lavalin Inc. with the price of \$31,627.30 (including HST).

STAFF RECOMMENDATION: To approve the proposal by SNC-Lavalin Inc. in the amount of \$31,627.30 (including HST).

PROPOSED MOTION:

Be it **RESOLVED** that Corner Brook City Council approve the proposal by SNC-Lavalin Inc. in the amount of \$31,627.30 (including HST).

IMPLICATIONS OF RECOMMENDATION:

City of Corner Brook Act Authority:

Policy and/or Regulation:

Estimated Cost: \$31,627.30 (HST Included)

Budget Line Item: Funded under the Municipal Multi-Year Capital Program

Communication Strategy: N/A

Website:

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document:

Division Manager

Director

City Manager

Date:

Date:

Date:

March 13/2019

2019/03/13

2019/03/14



SNC-Lavalin Inc.
 Suite 313, Millbrook Mall
 2 Herald Avenue
 Corner Brook, NL, Canada, A2H 4B5
 ☎ 709.634.27008 📠 709.634.2704

12 March 2019

Via email: jwarford@cornerbrook.com

City of Corner Brook

P.O. Box 1080
 5 Park Street
 Corner Brook, NL CAN | A2H 2W8

Attention: Mr. James Warford, P. Eng.

Dear Mr. Warford:

RE: Request for Fee Proposal – Bayview Heights - Replace Substandard Water Line

In response to the above-referenced Consultant Fee Request, SNC-Lavalin Inc. (SNCL), is pleased to provide our proposal for Bayview Heights - Replace Substandard Water Line.

SNCL has completed many projects of a similar nature and are well qualified and fully equipped to complete this project. We have successfully completed many waterline projects for the City and are confident that we can provide the same level of service for this project.

UNDERSTANDING OF SCOPE

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 Bayview Heights area of the City of Corner Brook NL. Improvements are being made with the goal of enhancing the fire flows in the area.

This project will replace approximately 75 metres of six inch diameter cast iron water main which exists immediately above the Bayview Heights pumping station. This section of pipe is restricting fire flows in the area. All other water main above the pump house is 8 inch diameter. The existing water main that needs to be replaced is approximately 50 years old.

We have reviewed the information contained in the Consultant Fee Request and are familiar with the requirements of the same. Our deliverables list will be in line with the Scope of Work included in the Fee Request.

Infrastructure





Mr. James Warford
12 March 2019
Page 2

SNCL is in good standing with PEG-NL and Workplace NL. The team we have assembled is a very experienced group of professionals, well qualified in all areas of the project from the various design intricacies to working and coordinating with various government agencies. We feel that our past experience, along with our availability of highly qualified resources, will ensure that the project is completed to the highest standards, on time and on budget.

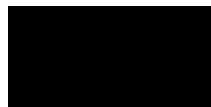
We thank you for the opportunity to submit our proposal, and look forward to working with the City of Corner Brook on this project. If there are any questions related to our submission, please do not hesitate to contact the Lesa Pike at Lesa.Pike@snclavalin.com or 709.634-2700.

Yours truly,

SNC-LAVALIN INC.



**Atlantic Region Infrastructure Market Leader
Infrastructure Engineering – Eastern Canada
Infrastructure**



**Infrastructure Engineering – Eastern Canada
Infrastructure**

Enclosure:
Consultant Fee Proposal – 3 Pages

652191-0122-P-21-PRP-0001 Rev. C01

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

Infrastructure



CONSULTANT FEE PROPOSAL

Project Name	Bayview Heights Replace Substandard Water Line
Project Representative	James Warford, P.Eng.
Firm	SNC-Lavalin Inc.
Date Submitted	March 12, 2019

Consultant Fee Proposal

	Fee
<u>Project Scope of Work</u>	
Preliminary Engineering	\$3490.00
Design and Contract Documents	\$3820.00
Tendering and Contracts Award	\$1035.00
Contract Administration	\$3970.00
Project Completion Phase and Record Drawings	\$1795.00
<u>Other Additional Services (at cost) - List Additional Required Services as required:</u>	
<i>Service: Resident Inspection During Construction (see note below)</i>	\$10,000.00
<i>Service: Project Expenses for Professional Services</i>	\$892.00
Total Basic and Other Services Fees (excluding HST)	\$25,002.00
Additional Reimbursable Allowances per PCA	\$2,500
Sub – Total (excluding HST)	\$27,502.00

Notes:

- For the purpose of this quotation Resident Inspection is assumed to be 20 days.

CONSULTANT FEE PROPOSAL

Project Name	Bayview Heights Replace Substandard Water Line
Project Representative	James Warford, P.Eng.
Firm	SNC-Lavalin Inc.
Date Submitted	March 12, 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	\$165	
Intermediate Engineer	\$130	
Junior Engineer	\$100	
Senior Architect	NA	
Architect	NA	
Architect Intern	NA	
Senior Technologist	\$120	
Intermediate Technologist	\$98	
Junior Technologist	\$75	
Senior Technician	NA	
Intermediate Technician	NA	
Junior Technician	NA	
Administrator	\$99	
Other: Designer /Construction Mgr	\$130	
Clerical/Project Support	\$65	

Schedule

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

☐ We propose the following schedule:

Addendum

☒ We acknowledge receipt of Select Number of Addendums addendums issued for this project.

We acknowledge receipt of Addendum #1

Other Comments

CONSULTANT FEE PROPOSAL

Project Name	Bayview Heights Replace Substandard Water Line
Project Representative	James Warford, P.Eng.
Firm	<i>SNC-Lavalin Inc.</i>
Date Submitted	<i>March 12, 2019</i>

Consultant Representative

Name

Signature

*Atlantic Region Infrastructure Market Leader
Infrastructure Engineering – Eastern Canada
Infrastructure*

Title

REQUEST FOR DECISION

[Director of Community, Engineering, Development & Planning]

SUBJECT: Prime Consultant Services – Gale/Cochrane Street Substandard Water Line Replacement

DESCRIPTION: The City of Corner Brook has requested Consultant Fee Proposals to select a Prime Consultant to perform associated work with Gale Cochrane Street water line replacement.

Consultant Fee Proposals were received from three firms including HST:

Wood Environmental & Infrastructure Solutions	\$45,920.65
SNC-Lavalin Inc.	\$50,582.75
Newfoundland Design Civil Limited	\$55,455.30

The proposals were reviewed by staff and recommend proceeding with the lowest Proposal from Wood Environmental & Infrastructure Solutions with the price of \$45,920.65 (including HST).

STAFF RECOMMENDATION: To approve the proposal by Wood Environmental & Infrastructure Solutions in the amount of \$45,920.65 (including HST).

PROPOSED MOTION:

Be it **RESOLVED** that Corner Brook City Council approve the proposal by Wood Environmental & Infrastructure Solutions in the amount of \$45,920.65 (including HST).

IMPLICATIONS OF RECOMMENDATION:

City of Corner Brook Act Authority:

Policy and/or Regulation:

Estimated Cost: \$45,920.65 (HST Included)

Budget Line Item: Funded under the Municipal Multi-Year Capital Program

Communication Strategy: N/A

Website:

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document:

Division Manager

Director

City Manager

Date:

Mar 13/2019

Date:

2019/03/13

Date:

2019/03/14



**Consultant Fee Proposal
Gale/Cochrane Street
Substandard Water Line Replacement**

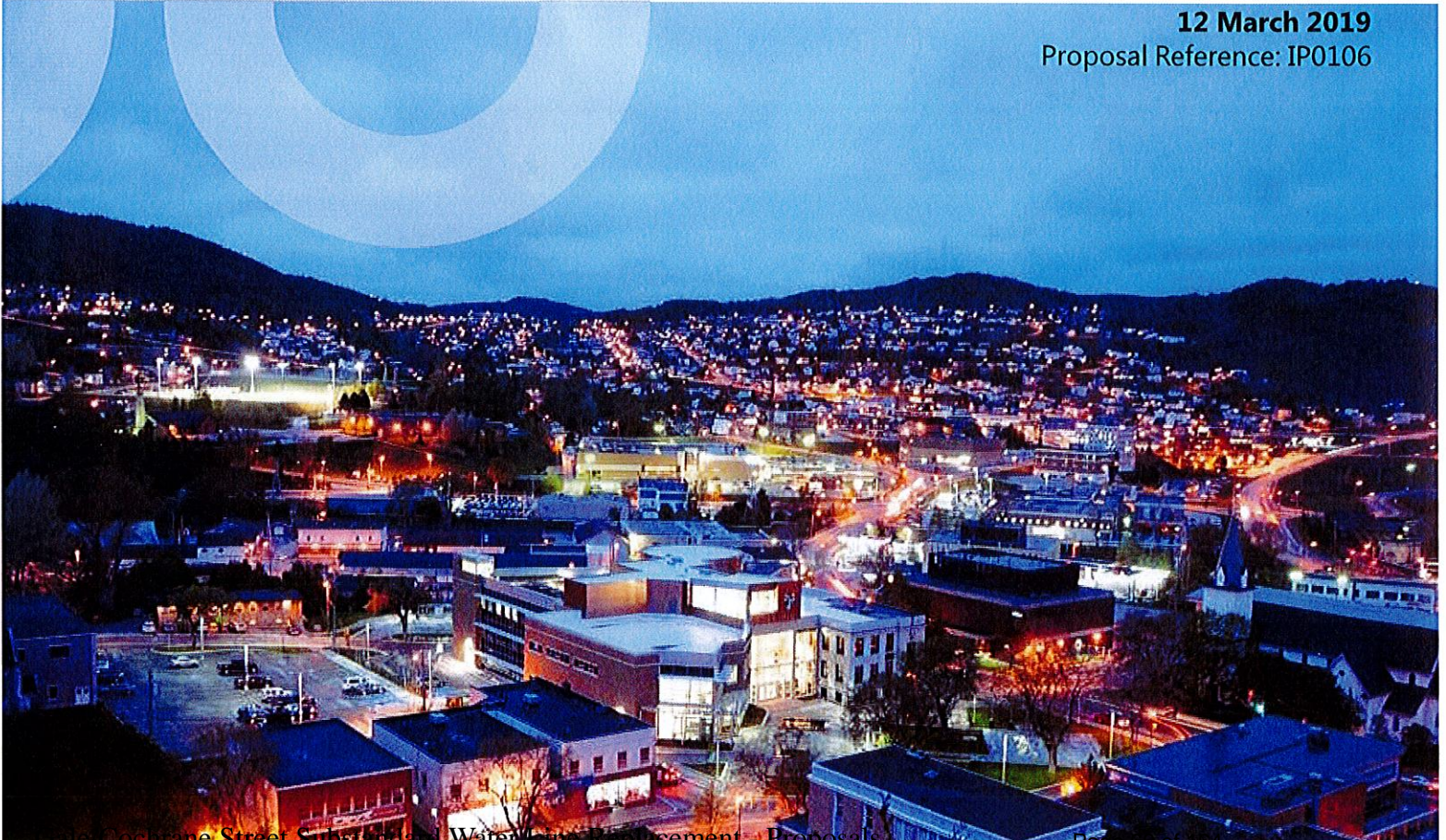
**Mr. James Warford, P. Eng.
City Engineer
City of Corner Brook**

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

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

36 Pippy Place
PO Box 13216
St. John's, NL A1B 4A5

12 March 2019
Proposal Reference: IP0106





Wood Environment & Infrastructure Solutions,
a Division of Wood Canada Limited
36 Pippy Place
PO Box 13216
St. John's, NL A1B 4A5
Canada
T: 709-722-7023

12 March 2019

James Warford P. Eng.
City Engineer
City of Corner Brook
5 Park Street
PO Box 1080
Corner Brook, NL
A2H 6E1
jwarford@cornerbrook.com

**RE: Consultant Fee Request
Gale/Cochrane Street Substandard Water Line Replacement
Wood Proposal Number IP0106**

Dear Mr. Warford,

Wood Environment & Infrastructure Solutions, a Division of Wood Canada Limited, (herein after referred to by our brand name Wood), is pleased to submit this technical and Cost proposal for Consultant Services to upgrade sections of the water distribution system at Gale Street, Cochrane Street and Westmount Street including looping all three sections of dead end waterline together. We have reviewed the proposal document thoroughly and are confident that we can deliver the required work on time and on budget. Our Cost proposal is outlined in the enclosed Consultant Fee Proposal Form.

We hereby Acknowledge receipt of the following Addenda:

Addendum #1: received 06 March 2019

Through our commitment to excellence as well as our local presence and knowledge, we have assembled and committed to this project, a highly skilled and knowledgeable team of professionals who will see this project from the pre-design phase to successful completion.

We look forward to the opportunity of working with you on this project, and should you have any questions regarding our proposal, or require additional information or clarifications, please do not hesitate to contact Cluney Mercer, Project Manager at (709) 793-8404.

Sincerely,

**Wood Environment & Infrastructure Solutions
A Division of Wood Canada Limited**



Infrastructure Engineering Lead - NL
Associate Engineer - Civil

"Wood" is a trading name for John Wood Group PLC and its subsidiaries
Registered office: 2020 Winston Park Drive, Suite 700, Oakville, ON L6H 6X7 Canada
Registered in Canada No. 773289-9





Table of Contents

Executive Summaryii

1.0 Methodology and Approach1

1.1 Understanding of Scope of Work and Work Plan.....1

1.1.1 Project Work Plan 1

1.1.2 Project Management Plan 2

1.1.3 Climate Change Integration Plan..... 2

1.1.4 Project Risks, Constraints, Limitations 3

1.1.5 Value-Added Information 3

1.2 Reference Project4

1.2.1 Raymond Heights Storm Sewer Assessment and Design 4

1.2.2 Deer Lake High Street Water, Sewer and Storm Upgrades 5

1.2.3 Norris Point -Water, Sanitary Sewer & Storm, Streets and Pressure Booster Station 6

1.3 Organizational Chart8

2.0 Schedule of Rates and Fees9

3.0 Closure9

Appendix A – Consultant Fee Proposal

Appendix B - Key Team Members CVs





Executive Summary

Wood is well positioned to offer the City of Corner Brook Consultant services related to the upgrading of water distribution services including waterline looping at Gale Street, Cochrane Street and Westmount Road. We have assembled a very dynamic team of licensed professionals with significant experience and backgrounds in the design and construction of public infrastructure including road, streets, storm sewer and water and sewer related infrastructure. Our Team will be led by our Project Manager, Cluney Mercer, P. Eng. who has significant experience in the planning, design, construction and execution of similar projects, and understands the value of quality work and effective communication amongst project stakeholders. Wood (formerly Amec Foster Wheeler) has a long history of working with municipal governments in developing its municipal infrastructure and we look forward to continuing the good working relationship we have with the City of Corner Brook. Please refer to the relevant sections in our response and appendices for the Team Member Resumes and Proposed Project Schedule.

In preparing this proposal, we have addressed the project objectives, key issues and other requirements as outlined in the Terms of Reference.

Upon being awarded the contract for prime consultant services, the Wood Project Manager will set up a project initiation meeting with the City's Engineering Department and the Department of Municipal Affairs and Environment (DMAE) representative (if necessary) to confirm the exact scope of work, budget and timelines for the project and to collect all relevant preliminary information related to the project. Wood will initiate a topographical survey with its own internal resources located in our Corner Brook Office to collect information required for the project. In executing the project Wood will undertake the following tasks as summarized below:

- Conduct preliminary site visit and collect field information
- Complete topographical survey
- Propose Concept Design for review including list of quantities and cost estimate
- Complete Detailed Design to Issue for Review (IFR 99%) package, which includes drawings, specifications, unit price table and updated cost estimate submitted for review.
- Obtain permits from regulatory Agency (DMAE) for permit to construct and (if necessary) any other AHU's
- Prepare Issue for tender packages (IFT), which includes updated drawings, specifications, unit price table, climate change brief and complete set of the City's front end documents and submit for approval to tender.
- Provide tender support including answering questions during the tender process and issuing addenda when required.
- Evaluation of bids and recommendation to the City related to the award of a construction contract and execution of contract.
- Provide full range of Contract Administration Services including 35 days (10 hour/day) hours of onsite inspection, monthly status reports, commissioning and project closeout.

Wood has the capacity to ensure sufficient time for detailed design, reviews, permitting, and tendering to meet the proposed Issue for tender date of May 22, 2019.

The key team members who are assigned to this project are:

- Project Manager/Senior Civil Engineer, Cluney Mercer, P. Eng.
- Senior Reviewer/Civil Engineer, Clifford Smith, P. Eng.
- Intermediate Civil Engineer, Joan Frampton, P. Eng.
- Senior Civil Design Technician, Murray Engram, P. Tech.
- Surveyor/Onsite Inspector, Geoff Park, C. Tech.





1.0 Methodology and Approach

1.1 Understanding of Scope of Work and Work Plan

The following summarizes what we understand as the level of service expected by the City of Corner Brook (the City) on this project.

1.1.1 Project Work Plan

The City has identified a need to upgrade sections of substandard water distribution system in the Gale/Cochrane/Westmount Street area and to incorporate waterline looping for the three street to improve water quality, flows and redundancy in the system.

The Wood Team will become familiar with the City's water and sewer infrastructure in the project area as well as the requirements related to any specific water infrastructure standards the City wishes to incorporate into the project.

The full extent of the water distribution system upgrading will be discussed and confirmed with the City during concept design and detailed design development. It is anticipated that the distribution system upgrades will include: replacement of substandard water distribution lines, service lateral lines and connection to curb stops, curb stops, valve, and hydrants. The work will also entail providing a looping/connection of the distribution lines along the end of the three streets to form two continuous loops.

Wood's Project Manager is very experienced in planning and coordinating projects of this nature and will work collaboratively with the City and DMAE(if necessary) to ensure the City receives the best value possible for its investment.

The proposed work plan below outlines our key tasks for this project and the anticipated deliverables. This work plan directly reflects the schedule and level of effort presented further in the proposal.

Task	Description
Preliminary Engineering	
Kickoff Meeting	Sign contracts, preliminary kickoff meeting via telephone.
Review existing documentation	Review existing as-builts, site information, previous reports.
Field investigation	Visit site to analyze existing features and perform site survey
Preliminary design report	Prepare Concept design report/drawings outlining the scope of work and Class C cost estimate.
Design and Contract Documents	
IFR Drawings and Documents	Submit 99% Drawing and tender documents for review
IFT Submission	Submit contract documents-drawings, specifications, and pre-tender estimate for approval to tender
Design brief	Provide documentation showing how project incorporates climate change projections.
Permitting	Submit documentation to municipality or other governmental bodies for approval.
Tendering & Contract Award	
Tender setup	Prepare tender package and coordinate tender with the City.
Tender support	Provide support during tender process.
Tender evaluation	Evaluate bids and make recommendation to Award.
Contract Administration	
Contract setup	Prepare and execute Contract Documents for successful contractor.
Contract administration	Prepare and submit monthly status reports, coordinate change orders/RFIs.
Review shop drawings	Review all materials to ensure conformance to specifications.
Monthly site visit by PM	Attend site as part of QA/QC.
Review contractor's claims	Confirm quantities and rates and recommend payment.





Consultant Fee Request
Gale/Cochrane Street Substandard Water Line Replacement
 Wood Proposal IP0106

Task	Description
Resident Services During Construction	
Resident on-site inspection services	Documenting construction activities through daily job diary, production records, construction photographs, materials testing, etc.
Commissioning	
Commissioning	Provide commissioning on systems to ensure functionality (where applicable).
Substantial performance	Prepare deficiency list and prepare substantial performance certificate.
Project Completion Phase and Project Record Drawings	
Project records	Compile start-up data and test data in a single binder.
As-built drawings	Prepare and submit As-Built Drawings.
Commissioning	Prepare commissioning report.
Final completion	Perform final inspection and prepare final completion certificate.

1.1.2 Project Management Plan

The most important part of every project that we do at Wood is ensuring that the client's wants and needs are translated into a quality set of construction documents. The City, will be kept aware of all work, with formal meetings and reviews at the end of each stage. Meetings will be initiated with the Wood project manager, and will be held via Skype, phone or in person.

All of Wood's offices operate under the Wood E&IS Canada QMS and Wood E&IS Quality Management Program, while our St John's office and materials laboratory are ISO 9001:2015 certified. All submittals and correspondence will be subject to our internal Quality Management System (QMS) and our document control process. The QMS provides a level of assurance that work performed by Wood meets client and Wood requirements, including applicable codes and standards, specifications and regulations. Our commitment to this is illustrated through our Quality Management Policy Statement, which can be reviewed after project award.

Developed by the Project Manager, the Project Management Plan (PMP) will clearly outline the primary objectives for the project. The PMP will outline all primary inputs and outputs for each phase of the project and the roles and responsibilities of each team member for each of the inputs and outputs identified. Design, CAD standards, nomenclature standards for the technical deliverables will be identified as well as the project budget, schedule and Change Management procedures. The approved PMP will be distributed to all team members.

1.1.3 Climate Change Integration Plan

While this project is not anticipated to require any significant amount of climate change mitigation, Wood will confirm that the project is not in a flood risk zone or the area is not subject to high ground water levels that could impact the performance of the water distribution system in the project area. The Wood Team will use updated climate change information and data published by the NL Climate Change Office and the Department of Municipal Affairs and Environment when completing the design for the project elements. Climate change data used will include recently developed precipitation and rainfall Intensity Frequency Duration (IFD) curves for the area, flood risk analysis and future temperature projections. Care will be taken during the construction phase to ensure that well-draining material is placed around the new underground infrastructure and adequate protection is provided to prevent erosion/washout from higher than normal rainfall amounts which may impact the proposed work. Our Project Manager is quite familiar with the new requirement for the integration of Climate Change projections into the design of municipal infrastructure. He was the NL lead with Engineers Canada that developed the Workshop provided to the industry earlier this year.





1.1.4 Project Risks, Constraints, Limitations

Members of our project team are well-versed in dealing with common issues associated with municipal construction projects. A number of constraints and challenges including effective Communications, project budget, old infrastructure, lack of quality record drawings and project safety are generally the most prevalent risks and limitations we would expect for a project of this nature. Wood's objective would be to effectively mitigate against these potential issues by bringing to the project a very experienced Project Manager and Resident Inspector and strictly following its corporate Safety culture.

Effective communication amongst a variety of key stakeholders is key for the successful execution of the project. Of utmost importance is a clearly defined line of communication between the consultant and Owner. Our Project Manager, Cluney Mercer P. Eng. will be the primary contact and will liaise with the City officials including the City Engineer for all key consultant/Owner communication. This will be key in establishing the project objectives and schedules for any key decisions. Communication amongst the consultant team is also critical to ensure the project objectives are clearly understood and that the project deliverables capture these objective within budget and schedule. The PMP will be the primary document to clearly communicate the project objectives and deliverables to the project team. The Project Manager will communicate directly and regularly to the project team throughout all aspects of the design. Finally, clear and open communication between the consultant, contractor, City and its residents is key to ensure the project is executed with minimal disruption to the residents.

The lack of quality record drawings can be a restraint/risk to any project. During the pre-design phase, Wood will complete a survey to collect all information regarding the roadways, water and sewer systems and any existing storm sewer systems. This site information, coupled with any available as recorded information will aid in mitigating risks associated with lack of existing information. Any knowledge from the City will also be useful in mitigation measures.

Project Safety is paramount and will be a key focal point for all aspects of the project. Wood safety procedures will be implemented during any onsite activities during the pre-design and design phases. Safety by design will be implemented where possible. Project signage, public communications and traffic control protocol will all be implemented during construction. Prospective bidders must show compliance with all authorities having jurisdiction regarding safety protocol and procedures.

1.1.5 Value-Added Information

Wood's Project Manager, Cluney Mercer, P. Eng. has significant experience in the planning, design, construction and execution of similar projects, and understands the "owners perspective" and the value of quality work and effective communication amongst project stakeholders. We see the "owner perspective" as valuable experience that most proponents don't have.

Mr. Mercer has a long history of working with municipal governments in NL in developing its municipal infrastructure and is looking forward to continuing Wood's relationship with the City of Corner Brook.

Our site inspectors, including Geoff Park from Our Corner Brook office, are experienced and certified materials inspectors that can also perform all materials testing on site as required for the project. All laboratory materials testing will be performed in our CCIL certified laboratory in Corner Brook.

Our designs are carried out using Civil3D software, which provides highly accurate documents and estimates. Paired with our experienced surveying technologist, and detailed knowledge of local contractor pricing, we can provide a quick and realistic view of how far the available budget can span, without being surprised during tender call.





1.2 Reference Project

1.2.1 Raymond Heights Storm Sewer Assessment and Design

Project Location

Corner Brook, NL

Client

City of Corner Brook

Client Reference

Jim Warford, P. Eng.
 Manager of Engineering
 Services
 (709) 637-1626

jwarford@cornerbrook.com

Project type

Design-bid-build

Services

Preliminary design, detailed design, IFT documents, supervision, commissioning

Duration

Start date: Fall 2016
 End date: Summer 2017

Approved Funding

\$650,000

Final project Cost

\$528,951

Key Project Staff Role

[REDACTED]

- Contract Administration

[REDACTED]

- Contract Administration
- Preparation of As-Builts

[REDACTED]

- Senior Reviewer

[REDACTED]

- Reviewer

Project Description

The City has identified a need for engineering consultant services to replace approximately 260m of the existing storm sewer and service laterals along the upper section of Raymond Heights. The intent of the system is to intercept drainage from properties to the east side of the street that currently have issues with runoff and ice buildup.



Role of Proponent

- Preliminary design
- Detailed design
- IFT documents including engineer's estimate, drawings, and specifications
- Tender support
- Construction supervision
- Commissioning

Challenges

Tying into and working with aging existing infrastructure proved to be a challenge in this project, mostly with regards to time constraints in finding accurate existing drawings of the in-situ infrastructure, as well as extra care taken during excavation and construction.

Mitigating traffic during construction was challenging due to providing safe access for residents during excavation. With a thorough plan and consistent interaction with the City, homeowners, and the contractor, any issues were at a minimum.

Climate Change Adaptation / Mitigation Measures Incorporated

Not applicable.



1.2.2 Deer Lake High Street Water, Sewer and Storm Upgrades

Project Location

Deer Lake, NL

Client

Town of Deer Lake

Client Reference

[REDACTED]

Town Manager

[REDACTED]

[REDACTED]

Project type

Design-bid-build

Services

Preliminary design, detailed design, IFT documents, supervision, commissioning

Duration

Start date: Fall 2018

End date: Summer 2019

Approved Funding

\$1,500,000

Tendered Cost

\$1,450,000

Key Project Staff Role

[REDACTED]

- PM, Senior Engineer

[REDACTED]

- Intermediate Engineer

[REDACTED]

- Senior Civil Designer

Project Description

The Town of Deer Lake retained the services of Wood to engineer and prepare design documentation to replace approximately 450m of 150mm Water Main, 200mm Sanitary Sewer and Storm Sewer.

The area in question is a residential street with several side streets running North and South of High Street. The street currently has some storm covering sections and full water and sanitary sewer. New services are to be installed for each residence and sanitary laterals replaced during construction. The new design also includes road reinstatement and new concrete sidewalk along the entire length of new construction.

Role of Proponent

- Preliminary site survey, design, and analysis
- detailed design
- IFT documents including engineer's estimate, drawings, and specifications
- Tender support
- Construction supervision
- Commissioning

Challenges

The area has a high density of houses, and maintaining existing services during construction is essential. Careful planning and coordination between the Town and the client will ensure that the process is smooth and provides home and business owners with plenty of notice before any disruptions.

Climate Change Adaptation / Mitigation Measures Incorporated

The area being reconstructed is desired to have new storm sewers in lieu of roadside ditching. Storm sewers were sized with the Government of Newfoundland's most current IDF curves which projects rainfall amounts past 2017, which also account for increased rainfall amounts due to climate change.





Consultant Fee Request
Gale/Cochrane Street Substandard Water Line Replacement
 Wood Proposal IP0106

1.2.3 Norris Point -Water, Sanitary Sewer & Storm, Streets and Pressure Booster Station

Project Location

Norris Point, NL

Client

Town of Norris Point

Client Reference

[REDACTED]

Town Clerk/Manager

[REDACTED]

[REDACTED]

[REDACTED]

Project type

Design-bid-build

Services

Preliminary design, detailed design, IFT documents, supervision, commissioning

Duration

Start date: Fall 2018

End date: Summer 2019

Approved Funding

\$2,050,000

Tendered Cost

Scheduled for tender in March 2019

Key Project Staff Role

[REDACTED]

- PM, Senior Engineer

[REDACTED]

- Senior Reviewer

[REDACTED]

- Intermediate Engineer

[REDACTED]

- Senior Civil Designer

Project Description

The Town of Norris Point retained the services of Wood to engineer and prepare design documentation to provide for a full upgrade of water mains along a portion of Main Street from the intersection of Hiscock's Lane to Sacreys Lane. Approximately 1,500 m of 200 mm diam. PVC water mains will be required to replace aged infrastructure. Included in the upgrades will be approximately 67 services and fire hydrant assemblies. A small portion of watermain above Sacreys Lane will also need to be replaced. The Town is also interested in installing a pressure booster pump in this area to provide increased pressure to residents and provide adequate flow during fire flow scenarios.

Role of Proponent

- Preliminary site survey, design, and analysis
- Pre design report
- detailed design development in accordance Town standards and DMAE master specification documents
- IFA, IFT and IFT documents including engineer's estimate, drawings, and specifications
- Tender support
- Full Time Construction Inspection
- Commissioning

Challenges

The area has a high density of houses, and maintaining existing services during construction is essential. Careful planning and coordination between the Town and the client will ensure that the process is smooth and provides home and business owners with plenty of notice before any disruptions. The project will also require a new pressure booster station.

Climate Change Adaptation / Mitigation Measures Incorporated

The area being reconstructed has a combination of open ditch and storm sewer. All drainage culverts/systems are based on the Government of Newfoundland's most current IDF curves which projects rainfall amounts past 2017, which also account for increased rainfall amounts due to climate change. The project area was confirmed to be outside of the 100 year flood plain.





1.2.4 Town of Hopedale – Upgrade Water Services (2017-ongoing)

Project Location

Hopedale, NL

Client

Inuit Community Government
 of Hopedale/Department of
 Municipal Affairs and
 Environment

Client Reference

[REDACTED]
 [REDACTED]

Project type

Civil, Architectural, Mechanical,
 Electrical, Structural, and
 Environmental

Services

Design, Contract
 Administration, On-Site Services

Approved Budget

\$1,037,000

Final Project Cost

\$1,150,000

Key Proponent Roles

Total design, contract
 administration, cost control,
 dispute resolution, quality
 control, resident inspection
 services, commissioning,
 training, O&M assistance,
 regulatory compliance and
 record documents

Key Project Staff Role

[REDACTED] Project Manager

[REDACTED] Lead Civil
 Engineer

[REDACTED] Lead Mechanical
 Engineer

Project Description (DMAE Project #17-SCF-18-00073)

Upgrade to community water distribution system to improve reliability of water services to residents by reducing risk of service freeze-ups by installing re-circulating pumps, dual services, pipe insulation, improved bedding material, depth of burial and other measures. Replace glycol and replace ventilation system in Chlorination building to ensure code compliance.

Role of Proponent

Wood had complete responsibility for feasibility studies, housing inventory studies, conceptual and detailed design, preparation of working drawings and specifications, contract administration and on-site construction supervision. This is an ongoing project. Design, tender and contract award was completed in 2017 with construction was completed in 2018.

Challenges

Site specific conditions in the rocky subsurface and cold climate presented the design team with challenging issues, which led to innovative design for the water system involving recirculation, freeze protection, glycol thaw tubes installation, heat recovery, and emergency power. The community chose to do some additional work which increased the project costs.

Another significant challenge associated with this project concerns educating residents on appropriate water use, and that it is not always necessary to run their water to prevent freeze-up during the winter.

Climate Change Adaptation / Mitigation Measures Incorporated

Cold climates were considered to protect the new infrastructure against damage from the extended freezing temperatures. With lower than normal snow pack experience in recent winters, frost penetration may becoming deeper requiring a greater burial depth and additional measures to insulate and prevent freeze-up. These measures were incorporated into this project.



1.3 Organizational Chart

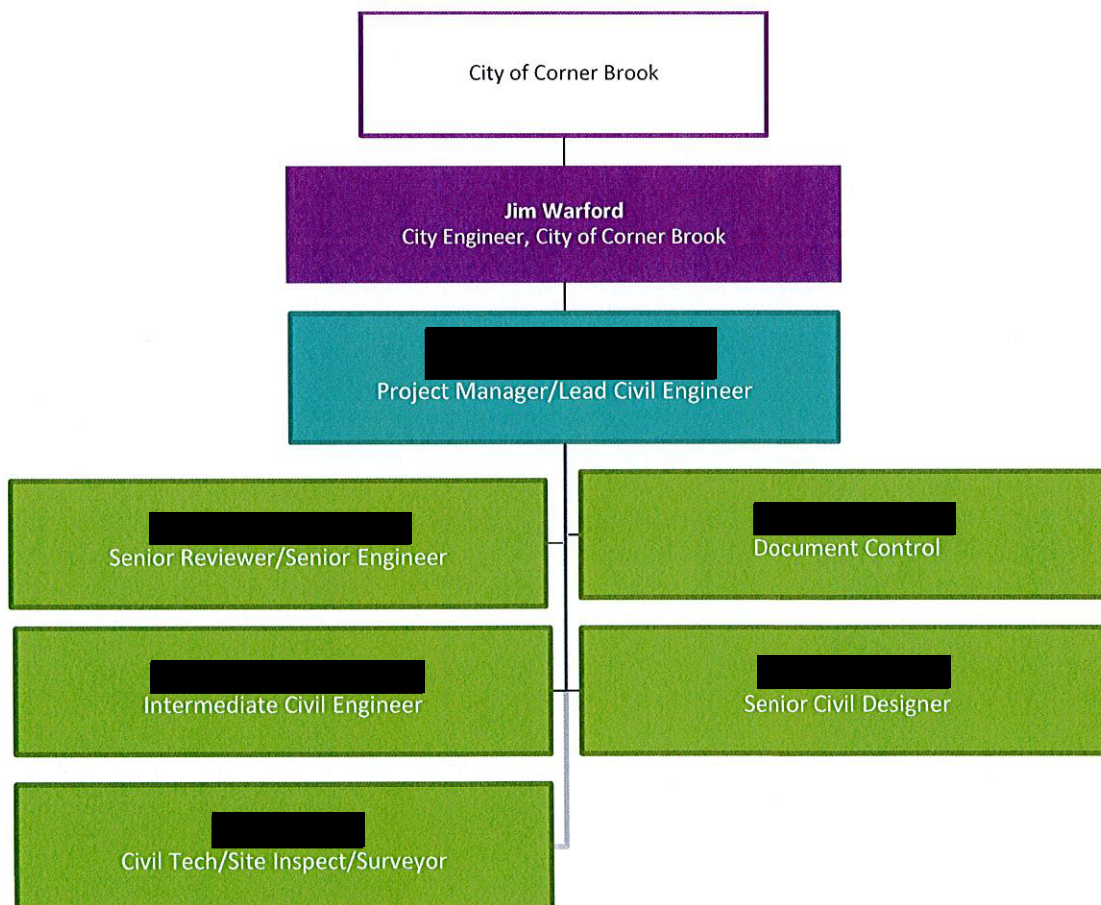
Please see Appendix A for detailed CVs from each team member presented in the organizational chart.

Wood has the required staff to perform this work in-house as outlined in the RFP and in this proposal. By having all the work under one roof we can avoid the possibility of different engineering firms passing responsibility or liability for work. We have an experienced local team and access to many specialists in fields such as Environmental; Materials testing; Geotechnical; River hydraulics; climate change; Municipal planning; Transportation and more. The Town may not require these specialists for this project, however, if an issue should arise during design, construction or operation Wood can cost effectively access these resources.

The project will be managed by [REDACTED] who has extensive experience with the provincial public service. Mr. [REDACTED] brings significant knowledge and expertise related to the planning and execution of a wide variety of provincial and municipal infrastructure projects including road/streets, water and sewer and municipal buildings.

The project will also be under the guidance of [REDACTED] Senior Civil Engineer. [REDACTED] has been with Wood for 10 years.

The organization chart with lines of reporting is as referenced below.





Consultant Fee Request
Gale/Cochrane Street Substandard Water Line Replacement
 Wood Proposal IP0106

2.0 Schedule of Rates and Fees

As required by the Terms of Reference, the schedule of rates and fees based on a "level of effort" are included in the Consultant Fee Request Form in Appendix A:

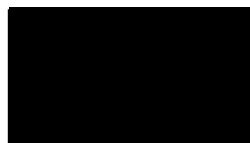
3.0 Closure

Thank you for the opportunity to provide our services and we look forward to working with you. Please contact our office should you require further clarification regarding this proposal.

Yours truly,

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

Prepared by:



Senior Associate Engineer - Civil

Reviewed/Approved by:



Infrastructure Engineering Lead – NL
 Senior Associate Engineer - Civil





Consultant Fee Request
Gale/Cochrane Street Substandard Water Line Replacement
Wood Proposal IP0106

Appendix A: Consultant Fee Proposal

Proposal No. IP0106 | 12 March 2019



wood.

CONSULTANT FEE PROPOSAL

Project Name	Gale/Cochrane Street Substandard Water Line Replacement
Project Representative	James Warford, P. Eng
Firm	Wood Environmental & Infrastructure Solutions, a Division of Wood Canada Limited
Date Submitted	3/12/2019

Consultant Fee Proposal

	Fee
<u>Project Scope of Work</u>	
Preliminary Engineering including site survey	\$ 3,462
Design and Contract Documents	\$ 4,629
Tendering and Contract Award	\$ 850
Contract Administration	\$ 4,135
Project Completion Phase and record Drawings	\$ 1,020
<u>Other Additional Services (at cost) - List Additional Required Services as required:</u>	
Service: Resident Inspection During Construction 35 days @10hrs/day	\$21,700
Service: Project Expenses for Professional Services	\$1,635
Service:	
Service:	
Total Basic and Other Services Fees (excluding HST)	
Additional Reimbursable Allowances per PCA	\$2,500
Sub – Total (excluding HST)	\$39,931

Notes:

- For the purpose of this quotation Resident Inspection is assumed to be 35 days @ 10 hrs /day

CONSULTANT FEE PROPOSAL

Project Name	Gale/Cochrane Street Substandard Water Line Replacement
Project Representative	James Warford, P. Eng
Firm	Wood Environmental & Infrastructure Solutions, a Division of Wood Canada Limited
Date Submitted	3/12/2019

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	\$172.00	
Intermediate Engineer	\$140.00	
Junior Engineer	\$99.00	
Senior Architect	\$150.00	
Architect	\$112.00	
Architect Intern	\$62.00	
Senior Technologist	\$126.00	
Intermediate Technologist	\$106.00	
Junior Technologist	\$102.00	
Senior Technician	\$141.00	
Intermediate Technician	\$95.00	
Junior Technician	\$58.00	
Administrator	\$66.00	
Other:	\$112.00	

Schedule

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

☒ We propose the following schedule:

Item	Due Date
Project Start Date	April 1, 2019
Concept Design, Schedule of Quantities and Cost Estimate	April 19, 2019
Issue for Review (IFR 99%) Drawing and Tender package	May 10, 2019
Issue for Tender (IFT) Drawing and Tender package	May 22, 2019
Construction Contract Awarded	June 30, 2019
Project Completion Date	September 30, 2019

Addendum

CONSULTANT FEE PROPOSAL

Project Name	Gale/Cochrane Street Substandard Water Line Replacement
Project Representative	James Warford, P. Eng
Firm	Wood Environmental & Infrastructure Solutions, a Division of Wood Canada Limited
Date Submitted	3/12/2019

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

Addendum #1.

Other Comments

The Above Schedule assumes field survey will be able to be performed first week of April and that snow melt will have permitted the collection of field data.

Consultant Representative

Clifford Smith

Name



Signature

Infrastructure Engineering Lead – NL

Associate Engineer – Civil

Title



Appendix B: Key Team Members CV's



Consultant Fee Request

Gale/Cochrane Street Substandard Water Line Replacement

Wood Proposal IP0106

Name

[REDACTED]

Title

Professional Engineer P. Eng.
(Civil)

Experience

31 years in the planning, design, tendering, construction and contract administration of public infrastructure projects including provincial transportation and municipal infrastructure projects.

Nine years as the Municipal Infrastructure Lead with the Department of Municipal Affairs.

Contact

[REDACTED]

[REDACTED]

Role for Proposed Project

[REDACTED] will be the primary point of contact between the City and Wood and other provincial government departments and will be the Project Manager for the project.

[REDACTED] will:

- Liaise with the City on all logistical, technical, and administrative aspects of the project;
- Provide overall project leadership to ensure progress is in accordance with the schedule and takes appropriate action to address performance issues. This shall include adherence to the Wood senior review process and progress reviews with individual team members;
- Address technical, financial and contractual issues associated with the project;
- Oversee budgeting and estimating, accounting, quality control, health and safety enforcement, and regular reporting.

Reference Project Role

Reference Project 1 : City of Corner Brook– Raymond Height Storm Sewer (2017)

- [REDACTED] was the Senior reviewer during the planning stages and design development of this project.

Reference Project 2: Deer Lake High Street Water and Sewer Upgrades (2018-current)

- [REDACTED] is the Project Manager and Lead Civil Engineer for this project. Public tender recently closed and within 1% of pre tender estimate. Work is scheduled to be completed in 2019.

Reference Project 3 : Town of Norris Point- Watermain Replacement and Pressure Booster Station (2018)

- [REDACTED] is the Project Manager and lead Civil Engineer for this project, which is current getting ready for public tender with construction expected in 2019.

Reference project 4: ICG of Hopedale – Water Service Upgrades and Freeze Prevention (completed in 2018)

- [REDACTED] was the Project Manager of this project. Project was completed in 2018.

Other Relevant Experience

[REDACTED] has extensive experience in the planning, design, tendering and contract administration of a wide range of municipal infrastructure project having worked as the municipal infrastructure lead for the provincial government for nine years. He understands the importance of sound technical designs incorporating a life-cycle costing approach and effective communication with the client and the contractor.

Previous relevant experience includes

- Town of Bay Roberts- Street Improvements including new storm sewer, curb and gutter and sidewalk. Project budget \$2.2 M. project scheduled for completion in fall 2019.
- Town of Portugal Cove -St. Phillips- New water and Sewer Service to Dover Heights. Project budget \$0.85 M. project scheduled for completion in 2019.
- Town of Torbay – Design Build New Recreation Complex. Owners Representative. Project Budget is \$10.2 M. Scheduled for completion April 2019.



**Name**

[REDACTED]

Title

Infrastructure Engineering Lead –
 NL, Senior Civil Engineer

Experience

Mr. [REDACTED] is a senior civil engineer with 15 years of extensive experience in project management, consulting services, civil engineering, construction management of various types of civil infrastructure projects including; highway and road improvements, paving projects, storm sewer, slope stability improvements, in-stream civil engineering and erosion and sediment control planning

Contact

Phone: [REDACTED]
 [REDACTED]

Role for Proposed Project

[REDACTED] will be responsible for providing guidance and senior review of the project deliverables for the project and will assist the Project Manager in doing some of the monthly site visits

Reference Project Role**Reference Project 1 : City of Corner Brook – Raymond Heights Storm Sewer (2017)**

- [REDACTED] was the reviewer during the planning stages and design development of this project.

Reference Project 2: Deer Lake High Street Water and Sewer Upgrades (2018-current)

- [REDACTED] was the senior reviewer for this project and provided input into the technical documents prior to their final tender issue.

Reference Project 3 : Town of Norris Point- Watermain Replacement and Pressure Booster Station (2018)

- [REDACTED] was the senior reviewer for this project and provided input into the technical documents prior to their final tender issue.

Reference project 4: ICG of Hopedale – Water Service Upgrades and Freeze Prevention (completed in 2018)**Other Relevant Experience**

[REDACTED] has been with Wood for 10 years, and has over 15 years of experience with the design and management of various civil engineering projects throughout Newfoundland and Labrador. As the Infrastructure Engineering Lead for Newfoundland and Labrador, [REDACTED] has been involved, in various stages, with all current civil and municipal projects with Wood.

- **City of Corner Brook - Downtown Urban Design (2017-current):** Valerie has overseen the contract administration of this project, reviewing the contractor's progress, reviewing progress on site, and approving contract payments.
- **Town of Happy Valley Goose Bay - 2017 Flood Damages:** Valerie was responsible for design and contract administration for this project, which is in its final review stages.
- **City of Corner Brook – East Valley Road Storm Sewer:** Valerie was responsible for design and review, and is now currently managing the contract administration for this project, which should be completed in September 2018.



Consultant Fee Request

Gale/Cochrane Street Substandard Water Line Replacement

Wood Proposal IP0106

Name

[REDACTED]

Title

Intermediate Civil Engineer

Experience

10 years experience in civil engineering design, studies, construction administration, and inspection

Contact

Phone: [REDACTED]

[REDACTED]

Role for Proposed Project

Under guidance from the lead Civil Engineer, Joan will be responsible for producing the overall deliverables for the design team, including sizing of all storm and sanitary sewers, routing of the water line, design calculations, drawing, estimate, and tender package development, shop drawing review and providing support during contract administration.

Reference Project Role

Reference Project 1 : Deer Lake High Street Water and Sewer Upgrades (2018-current)

- Assist with final tender preparation and cost estimate, tendering support and evaluation, shop drawing reviews and support during construction.

Reference Project 2: Water Main Replacement and Street Upgrades – Norris Point

- Provide technical support during design development, cost estimating and tendering, bid evaluation and construction support.

Reference Project 3 : Town of Norris Point- Watermain Replacement and Pressure Booster Station (2018)

- Intermediate civil design engineer for Civil aspects of the project; tender preparation, cost estimating, etc.

Reference project 4: ICG of Hopedale – Water Service Upgrades and Freeze Prevention (completed in 2018

Other Relevant Experience

Primary civil engineer solely responsible for engineering practice at Tract Consulting, 2013 to 2017. Responsibilities include municipal engineering design including municipal servicing; water, wastewater, storm water, and road design. Other duties included:

- **Newfoundland Labrador Housing Corporation – Laneway Upgrading and Associated Siteworks** - Concept design and report for upgrading a multi-unit housing development including site investigation, concept design for upgrading lanes and underground infrastructure.
- **Town of Torbay – Community Centre** - Design document review, contract administration, and tendering services.
- Inspection support to Kendall Engineering for various City of St. John's projects including Water Street road works, and replacement of the Sanitary Outfalls in Quidi Vidi and the Battery.
- Civil Engineering on Slag Pile Vegetation project; managing sub-consultants and sub-contractors.
- Design of municipal works; land development, subdivisions, and site plans.
- Preparing tender packages consisting of technical specifications, contract documents, schedule of quantities, etc.
- Manage design drawings by assuring they comply with applicable codes and company standards.





Consultant Fee Request

Gale/Cochrane Street Substandard Water Line Replacement

Wood Proposal IP0106

Name

[REDACTED]

Title

Senior Civil Designer

Experience

19 Years

Contact

Phone: [REDACTED]

[REDACTED]

Role for Proposed Project

As Senior Civil Designer, [REDACTED] will be involved in the project from initial drawing setup phase, including the compilation of existing as-built, surveys and mapping through to final construction deliverables. [REDACTED] will produce detailed civil construction drawings, a material take-off, and provide support to junior technicians when necessary.

Reference Project Role

Reference Project 1 : City of Corner Brook – Raymond Heights Storm Sewer (2017)

- [REDACTED] provided a support role to a junior design Tech for this project and provided a quality assurance check of drawing before they were issued.

Reference Project 2: Deer Lake High Street Water and Sewer Upgrades (2018-present)

- [REDACTED] is leading the drawing development for this project, by compiling as-built information for the town from past projects in the area. [REDACTED] will be completing the on-site data collection in order to confirm the anticipated quantities for the construction contract, and is also leading the preparation of the design drawings in Civil 3D.

Reference Project 3 : Town of Norris Point- Watermain Replacement and Pressure Booster Station (2018)

- [REDACTED] is leading the drawing development for this project, by compiling as-built information for the town from past projects in the area. [REDACTED] will be completing the on-site data collection in order to confirm the anticipated quantities for the construction contract, and is also leading the preparation of the design drawings in Civil 3D.

Reference project 4: ICG of Hopedale – Water Service Upgrades and Freeze Prevention (completed in 2018

Other Relevant Experience

- **Signal Hill Road Water Main Replacement, City of St. John's, St. John's, NL, Canada**
Senior Engineering Technologist responsible for the production of detailed engineering drawings for the replacement of approximately 400m of transmission water main, including cross connections to adjoining streets, and multiple service lateral connections.
- **Water Transmission Main Replacement Program, Allandale Road/Bonaventure Avenue - Phase 3, City of St. John's, St. John's, NL, Canada**
Civil Engineering Technologist responsible for the production of detailed engineering drawings of approximately 1205m of transmission water main, including cross connections to adjoining streets, detailing of multiple valving arrangements, and providing multiple service lateral connections.
- **Voisey's Bay Underground Mine FEL3 Project, Vale, St. John's, NL, Canada**
Senior Civil Engineering Technologist responsible for the production of detailed engineering drawings which included determining the pipe routing for various insulated HDPE pipe systems.





Consultant Fee Request

Gale/Cochrane Street Substandard Water Line Replacement

Wood Proposal IP0106

Name

[REDACTED]

Title

Civil Engineering Technologist

Experience

4 years experience in water and sewer design and drafting, surveying and resident inspection services.

Contact

Phone: [REDACTED]

[REDACTED]

Role for Proposed Project

Junior Civil Technologist responsible for preliminary engineering and topographic site survey. [REDACTED] will also be the resident inspector for this project.

Reference Project Role

Reference Project 1 : Deer Lake High Street Water and Sewer Upgrades (2018-current)

- [REDACTED] is the civil technologist preliminary engineering data collection including GPS topographic survey, as-built data collection. He will also be the resident site inspector for this project during construction.

Reference Project 2: Water Main Replacement and Street Upgrades – Norris Point

- [REDACTED] is the civil technologist preliminary engineering data collection including GPS topographic survey, as-built data collection. He will also be the resident site inspector for this project during construction.

Reference Project 3 : Town of Norris Point- Watermain Replacement and Pressure Booster Station (2018)

- [REDACTED] is the civil technologist preliminary engineering data collection including GPS topographic survey, as-built data collection. He will also be the resident site inspector for this project during construction.

Reference project 4: ICG of Hopedale – Water Service Upgrades and Freeze Prevention (completed in 2018)

Other Relevant Experience

- **Irishtown-Summerside Christophers Cove Sanitary Sewer, Irishtown-Summerside, NL** - Completed at Atlantic Engineering Consultants Ltd. Completed initial preliminary planning followed by GPS surveying entire project area of approximately 2200m. Information was brought into Civil3D and all necessary alignments and profiles generated. Area had no sanitary sewer previously and presented challenges due to terrain.
- **Parsons Pond Water & Sewer Phase 5, Parsons Pond, NL** - Drafting and design on Phase 5 water and sewer for the town of Parsons Pond. New sanitary sewer and replacing existing water along 3 streets and connecting to existing systems.
- **Replacement of No. 7 Penstock, Deer Lake, NL** - Resident site services and quality control during the installation of a new 3m diameter FRP penstock for Deer Lake Power, a division of Corner Brook Pulp and Paper.
- **Coast Guard MCTS Centre, Port aux Basques, NL** - Resident site services during the 9 month construction of a new Marine Communications and Traffic Services centre in Port aux Basques, NL. LEED silver building with new storm and sanitary sewer systems.
- **Downtown Urban Design Action Plan, City of Corner Brook, Corner Brook, NL** - Provided resident site services during the construction phase of new concrete sidewalks, landscaping, curb and miscellaneous items.



REQUEST FOR DECISION

[Director of Community, Engineering, Development & Planning]

SUBJECT: Combined Sewer Separation Phase 2 – Marine Contractors Inc. 2016-34

DESCRIPTION: Due to the significant volume of Unsuitable Material (USM) encountered between Jubilee and O'Connell, the Engineer had to authorize the Contractor to remove the USM and backfill with 1,864 tonnes of 100 mm minus material.

Staff Recommendation: To approve the Change Order for the Combined Sewer Separation Phase 2 Contract 2016-34 for Marine Contractors for the additional costs required to remove and backfill material in the amount of \$32,154.00 (HST included).

IMPLICATIONS OF RECOMMENDATION:

PROPOSED MOTION: Be it **RESOLVED** that Corner Brook City Council approve the Change Order for the Combined Sewer Separation Phase 2 2016-34 for Marine Contractors for the additional costs required to remove and backfill material in the amount of \$32,154.00 (HST included).

City of Corner Brook Act Authority:

Policy and/or Regulation:

Estimated Cost: \$32,154.00 (Including HST)

Budget Line Item: 17-CWWF-17-00125

Communication Strategy: N/A

Website:

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document:

Division Manager

Director

City Manager

Date:

March 13/2019

Date:

2019/03/13.

Date:

2019/03/14

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

Page 1 of 2

Form #5

March 2016

PROJECT NAME: Combined Sewer Separation Phase 2 **PROJECT NO.:** DMAE: 17-CWWF-17-00125
NDCL: 2016034

CHANGE ORDER NUMBER: 20 **DATE:** March 8, 2019

.1 NOTICE

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

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

.3 DESCRIPTION OF CHANGE

Due to the significant volume of Unsuitable Material (USM) encountered between Jubilee and O'Connell, the engineer had to authorize the Contractor to remove the USM and backfill with 1,864 tonnes of 100 mm minus material.

.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: 3 REVISED COMPLETION DATE: _____

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

() No Change
(x) Addition to Contract including GST payable by the Owner \$ 32,154.00
() Deduction from Contract including GST payable by the Owner \$ _____

CONTRACTOR: [REDACTED]
(Signature)

Authorized Contract Amount \$ 3,766,259.78

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

Page 2 of 2


Form #5

March 2016

Previous Change Orders	\$ 129,767.52
This Change Order	\$ 32,154.00
New Approved Contract Amount	\$3,928,181.30

.5 AUTHORIZATION TO PROCEED

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

DATE: March 12, 2019 CONSULTANT: 
DATE: _____ OWNER: _____

.6 CANCELLATION OF CONTEMPLATED CHANGE

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

DATE: _____ CONSULTANT: _____

.7 NOTIFICATION TO BONDING AND INSURANCE COMPANIES

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

REQUEST FOR DECISION

[Director of Community, Engineering, Development & Planning]

SUBJECT: Prime Consultant Services – Corner Brook Regional Recreation Centre

DESCRIPTION:

The City of Corner Brook requested proposals to select a Prime Consultant to undertake research and critical analysis to assess options of revitalizing the existing pool/gym at Grenfell Campus.

Proposals were received from two firms and were evaluated by a staff committee in accordance with the RFP evaluation criteria. Based on that evaluation the committee has selected the preferred proponent.

City Council has previously approved the proposal on February 11, 2019.

STAFF RECOMMENDATION:

To execute the Prime Consultant Agreement with SNC LAVALIN Inc.

PROPOSED MOTION:

Be it **RESOLVED** that Corner Brook City Council execute the Prime Consultant Agreement with SNC LAVALIN with an estimated total cost of \$113,346.87 HST Inc.

IMPLICATIONS OF RECOMMENDATION:

City of Corner Brook Act Authority:

Policy and/or Regulation:

Estimated Cost: \$113,346.87 (HST Included)

Budget Line Item: Funded under the Multi-Year Capital Program

Communication Strategy: N/A

Website:

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document:

Division Manager

Director

City Manager

Date: March 14 / 2019

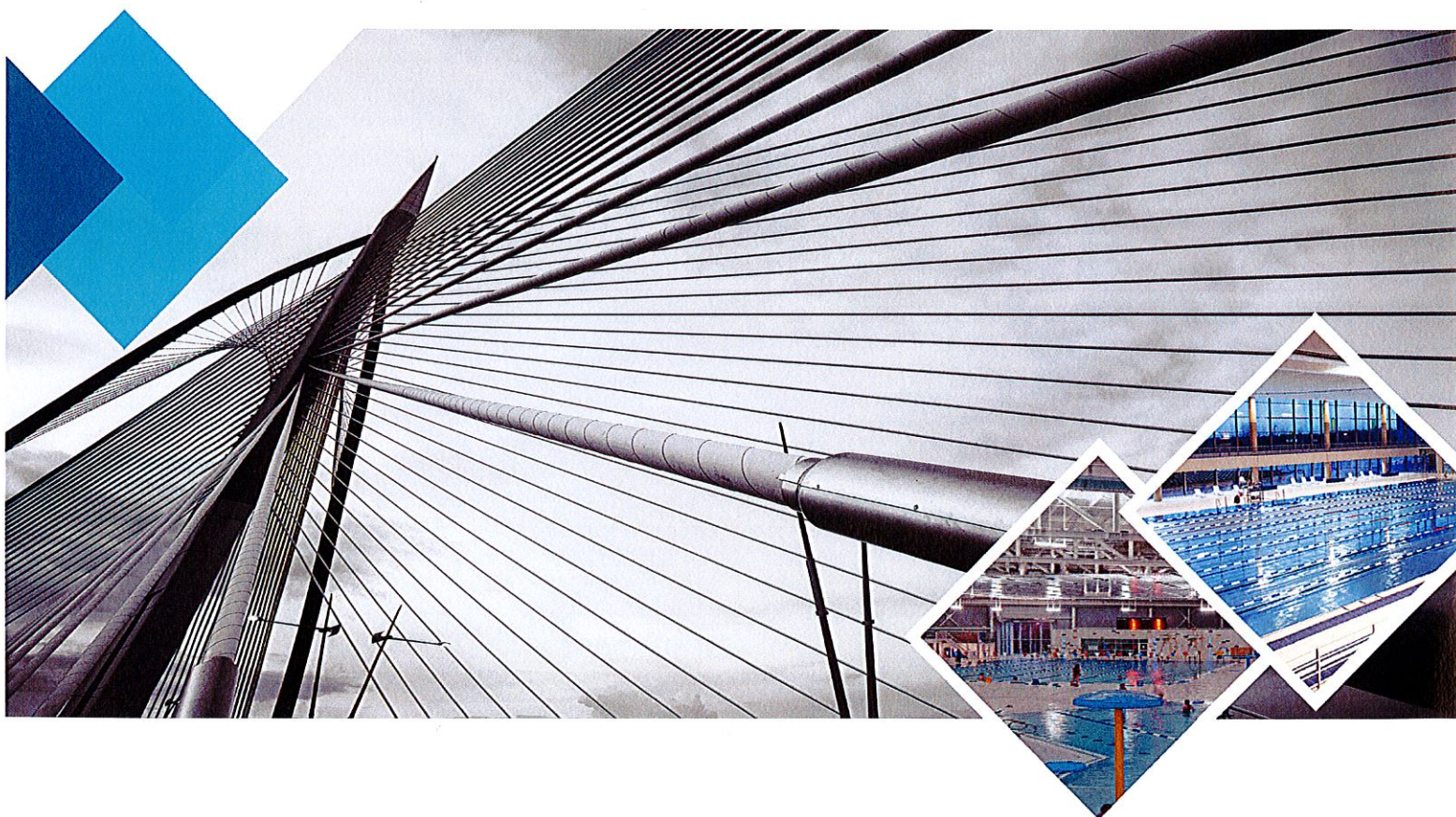
Date: 2019/03/14

Date: 2019/03/14

CORNER BROOK REGIONAL RECREATIONAL CENTRE

PRIME CONSULTANT AGREEMENT

City of Corner Brook



Infrastructure Engineering

13 | 02 | 2019

Contract > Client ref. N/A
Internal ref. 663446-0001-SLI-M-30-CON-000-0001_C01

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND PRIME CONSULTANT

**CITY OF CORNER BROOK
PRIME CONSULTING SERVICES RELATED TO
CORNER BROOK REGIONAL RECREATIONAL CENTRE**

SNC-LAVALIN INC.

Project No.: 663446

DMA Project No.: N/A

Funding Program: N/A

AGREEMENT

THIS AGREEMENT made at **City of Corner Brook**
in the Province of Newfoundland and Labrador, on this day of **Feb 13, 2019**

BETWEEN:

CITY OF CORNER BROOK
(“The Client”)

AND:

SNC LAVALIN INC.
(“The Prime Consultant”)

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

I. Definitions

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

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

II. The Prime Consultant's Work

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

III. Entire Agreement

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

IV. Representations and Warranties

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

V. Conflict Between Provisions

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

VI. Start and Completion Date

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

Start Date: **Feb 13, 2019**

Completion Date: **Dec 31, 2019**

VII. Effective Date

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

VIII. Paragraph Numbering

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

IX. Counterparts

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

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

City of Corner Brook

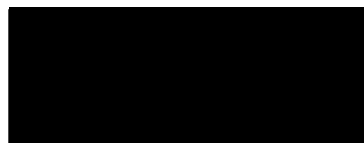
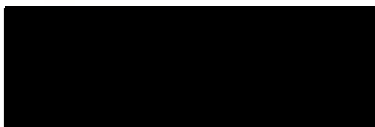
Signing Officer

Witness or Signing Officer

Date

Date

SNC-Lavalin Inc.



Signing Officer

Witness or Signing Officer

March 6, 2019

March 6, 2019

Date

Date

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

Part 1	DEFINITIONS	6
Part 2	RESPONSIBILITIES	7
Part 3	GENERAL REQUIREMENTS	9
Part 4	BASIS OF PAYMENT SCHEDULE	11

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

PART 1 **DEFINITIONS**

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

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

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

PART 2 **RESPONSIBILITIES**

2.1 **PRIME CONSULTANT**

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

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

2.2 CLIENT'S RESPONSIBILITIES

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

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

PART 3 GENERAL REQUIREMENTS

3.1 STAFF

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

3.2 SCHEDULE

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

3.3 COST CONTROL

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

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

3.4 CHANGES AND ADJUSTMENT

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

3.5 ERRORS AND OMISSIONS

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

3.6 PRIME CONSULTANT ACTIONS AND DECISIONS

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

3.7 INSURANCE COVERAGE

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

PART 4 BASIS OF PAYMENT SCHEDULE

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

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

SCHEDULE I

PROJECT DESCRIPTION

Provide description of project including:

Summary: The project is to develop options of renovating and potentially expanding the existing pool/ gymnasium wing of Grenfell Campus as a recreational /aquatic facility for the Corner Brook/Humber Valley Region.

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

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

The primary objectives of this study shall include the following:

- Review existing background information including but not limited to previously collected user group data, and existing technical reports and studies;
- Stakeholder engagement to assess and develop current needs;
- An analysis of the existing site and potential for synergies with existing facilities. The site investigation will include a condition assessment of the existing building including accessibility and building code compliance, a review of site infrastructure, facilities and proximity to complementary facilities as well as environmental concerns;
- An analysis of obtained data resulting in recommended options for the proposed facility;
- An assessment of alternative operational models;
- Conceptual planning for the facility that incorporates recommendations;
- Capitals works and operations plan development complete with cost estimates;
- Collaboration with the Technical Steering Committee in preparing the concept including key milestone meetings, regular teleconferences and presentations to stakeholders.

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

- Copy of signed Prime Consultant Agreement;
- Background review summary – this will also be included in an Appendix to the Development Plan;
- Summary of Consultations - this will also be included in an Appendix to the Development Plan;
- Meeting minutes;
- Condition Assessment Summary;
- Concept floor plans and elevations;
- Draft Development Plan;
- Class 'D' Cost Estimate;
- Draft Development Plan presentations; and
- Final Development Plan – 2 bound colour copies and Word and PDF format electronic copies on USB.

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

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

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

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

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

SCHEDULE II
(Buildings & Treatment Facilities)

BASIC AND OTHER ADDITIONAL SERVICES FEES

• Programming Advisory Services	\$	82,842.50
• 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	\$	13,720.00
TOTAL BASIC AND OTHER SERVICE FEES	\$	98,562.50
TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE (From Schedule III)	\$	
TOTAL SERVICE FEE (Less HST) (Total Schedules II + III)	\$	98,562.50
HST	\$	14,784.38
TOTAL SERVICE FEE (Including HST)	\$	113,346.87

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	\$
• Third Party Costing	\$
• Enter Description	\$
<hr/>	
TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES	\$

SCHEDULE IV
PROJECT SCHEDULE

Project Award	February 13, 2019
PCA Approval	February 22, 2019
Site Visit	February 27, 2019
Technical Building Evaluation Report	March 20, 2019
Draft Functional Program	April 11, 2019
Draft Concept & Costing	May 6, 2019
Draft Plan Presentation	May 31, 2019
Final Development Plan Report	June 17, 2019
Project Close-Out	July 30, 2019

SCHEDULE V
OTHER GENERAL REQUIREMENTS

Attach the following:

- ☐ List of proposed Sub-Consultants **DSRA Architecture Inc. / Canada Games Centre & AquaPlans Aquatic Consultants**
- ☐ Organization Chart **See attached Organizational Chart**
- ☐ List of Key Staff and per diem rates **See attached Fee Calculation Sheet**
- ☐ List of assigned staff and per diem rates **See attached Fee Calculation Sheet**
- ☐ Identification of number of person site visits and costs per site visit. **See attached Fee Calculation Sheet**

SCHEDULE "B"

SPECIAL TERMS AND CONDITIONS (as necessary)

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

Enter Special Terms and Conditions

OR

1. No Special Terms and Conditions

SCHEDULE "C"
GENERAL TERMS AND CONDITIONS

Article - 1. PAYMENT

1.1 Consideration

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

Payment Option #1 ☒ Selected Option

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, Eighty Four Thousand Eight Hundred Forty Two Dollars and Fifty Cents.

(\$ 82,842.50) (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 \$ 13,720.00 . This amount must be included in Schedule II on the line entitled "Prime Consultant Project Expenses for Above Services".

(l) Enter Specific Reimbursible Items

Reimbursement Option B ☐ Selected Option

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

(i) 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 One Hundred Thirteen Thousand Three Hundred Forty Six Dollars and Eighty Seven Cents (\$ 113,346.87).
- (b) The Prime Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Prime Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).
- (c) The Parties agree and confirm that as set out in section 25(6) of the *Financial Administration Act*, RSNL 1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.
- (d) Payment will be made within 60 calendar days of receipt of a properly documented invoice. The Client shall within thirty (30) days of the execution of this Agreement should the Prime Consultant request the same provide direction to the Prime Consultant as to what constitutes a properly documented invoice.
- (e) All invoices shall clearly show the amount of HST billed by the Prime Consultant as a separate item.

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

Jim Warford, P. Eng., Manger of Engineering Services
City of Corner Brook
P O Box 1080, 5 Park Street
Corner Brook, NL
A2H 6E1

Phone: (709) 637 - 1500

Fax: (709) 637 - 1625

Email: jwarford@cornerbrook.com

For the Prime Consultant:

Senior Project Manager

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

Phone: (709) 368 - 0118

Fax: (709) 368 - 3541

Email:

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

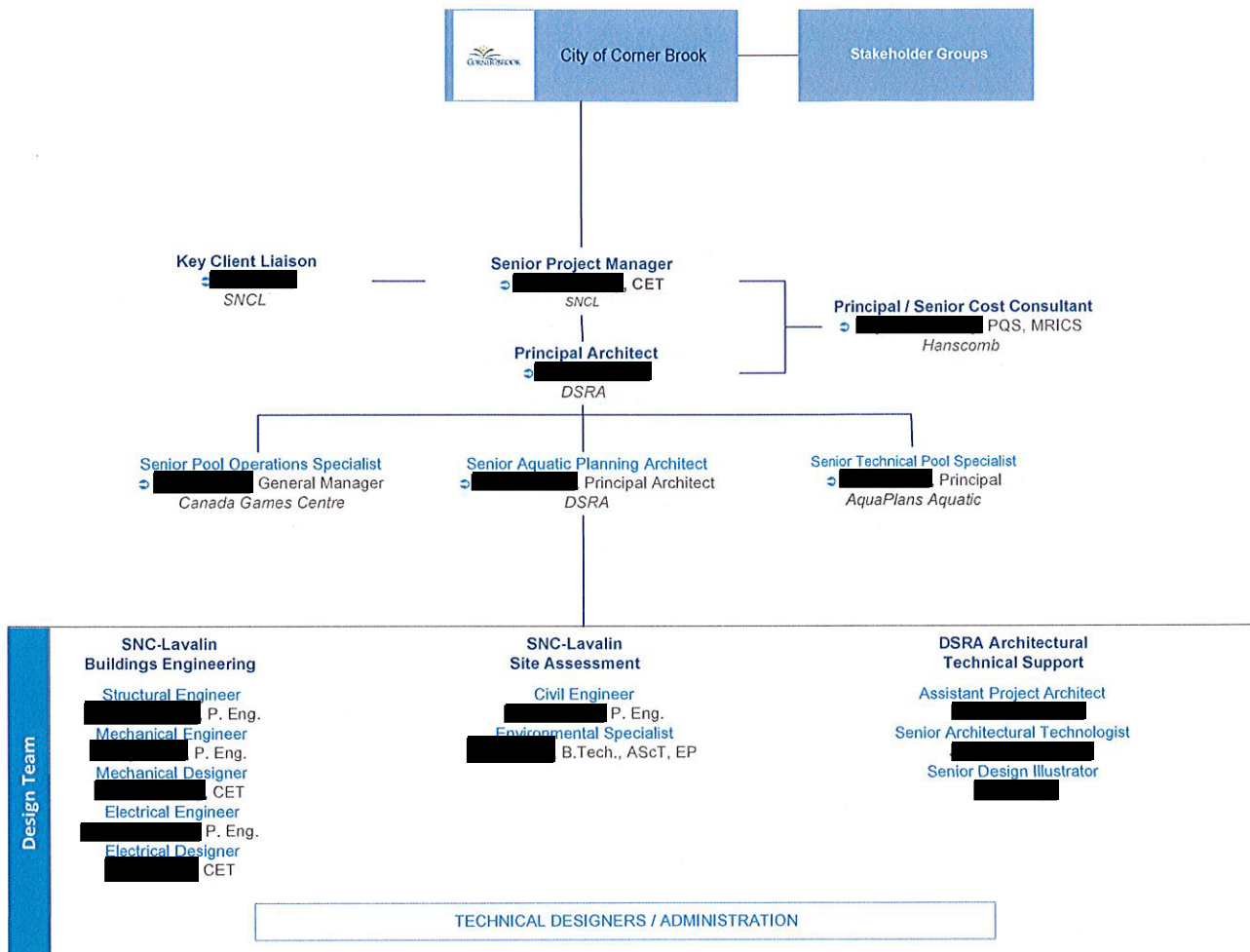
- 16.1** Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.
- 16.2** Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. 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.



SNC-LAVALIN in association with DSRA CORNER BROOK REGIONAL RECREATION CENTRE		Deadline	Project Management				Architectural				Structural		Mechanical		Electrical		Civil		Environmental				
Role	Project Manager	Project Manager	Project Services	Admin	Document Control	Senior Project Architect	Senior Civil Engineer	Senior Project Architect	Senior Architect Tech	Senior Design Technician	Post Tenish Design Technician	Set Tenish Operation Technician	Lead Project Engineer	Mk Engineer	Lead Mech Engineer	Senior Tech	Lead Elect Engineer	Senior Tech	Lead Civil Engineer	Senior Tech	Env Tech	Senior Tech	
Key Personnel																							
Rate	\$10.00	\$80.00	\$80.00	\$80.00	\$80.00	\$195.00	\$170.00	\$120.00	\$90.00	\$90.00	\$110.00	\$100.00	\$100.00	\$100.00	\$125.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	
Project Tasks	Total Hours	Hours/Person																					
1 Background Preparations	92	5	2	2	0	3	15	25	0	0	0	0	11.5	0	0	12	0	12	4.5	0	0	0	
To Develop a clear and concise plan that will provide direction to City staff and Council for development, redevelopment and infrastructure of the facility. This process is to include an analysis of current needs as identified by stakeholders, and provide clear recommendations and options.																							
1.1 Kick-off Meeting and review of Project Plan	20	2	2	2		2	2	2					2			2	2						
1.2 Review and Assessment of Feasibility Study Document	0																						
The site for the proposed regional Recreation Aquatic centre is Grenfell Campus and it is to include analysis of the existing Grenfell Campus site and proposals with that body.																							
Review Feasibility Study Document	3						1	2															
1.3 Existing Building Assessment	12-29	1				0-25	2	2					1.5			2		2	1.5				
Detailed Review of Existing Building Documentation and Site History																							
Civil Review of Existing Building Features, Egress and Infrastructure	6						1	4					4			4		4	1				
2 Review of Site Survey, Property Boundary, Zoning and Municipal bylaw	8-25					0-25	2	4															
Survey Regional Recreation Facilities																							
Provide a brief survey of existing recreation facilities and services	8-5					0-5	2	6															
Survey the Region	18	2				2	2	2					4			4		4					
Predict and issue a General Public Web-based Survey	0-5																						
Travel Time Associated With Phase (50% of time is charged)	10-5												0			0		0	0				
2 Technical Group Activities	10-5	18	0	0	0	2	24	34.5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Conduct individual stakeholder groups and public officials to understand their specific needs, desires, and ideas for the facility.																							
2.1 Stakeholders	0																						
Stakeholder preparation for individual Group Stakeholder Sessions	5						2	6															
2.2 Group Meetings (via teleconference)	4-5	1.5				1.5	1.5	1.5															
Council City Centre North	4-5	1.5				1.5	1.5	1.5															
Council Town of Massawippi Drive	4-5	1.5				1.5	1.5	1.5															
Council Town of Mount Morris	4-5	1.5				1.5	1.5	1.5															
Council Town of Shady Brook	4-5	1.5				1.5	1.5	1.5															
Grenfell Campus	4-5	1.5				1.5	1.5	1.5															
Kirkpatrick Committee	4-5	1.5				1.5	1.5	1.5															
Western Health	4-5	1.5				1.5	1.5	1.5															
City of First Nation	4-5	1.5				1.5	1.5	1.5															
2.3 Medical Analysis and Reporting	20-5	2						12.5															
Collect data for review analysis	6					2	6	2															
Monitor the Client Steering Committee to review data	6							2															
Orch Vigen and Values for the project	6							2															
Travel Time Associated With Phase (50% of time is charged)	10-5	0	2	0.5	0	15	22	0	0	0	0	0	8	14	0	8	20.5	6.5	34.5	10.5	0	2	4
3 Technical Evaluation	0																						
The primary goal of this phase is to identify technical challenges, opportunities for the existing building and potential addition.																							
3.1 Space Utilization	6							2	4														
Evaluate Space Flexibility, Functionality, capacity, Utilization	6							2	4														
3.2 Amenities	5							1	4														
Site, Parking, Storage, Concession, Washrooms, Lockers, etc.	5							1	4														
3.3 Options	4-5							0-5					4										
Evaluate Operating Data and costing	4-5							0-5					4										
Explore Alternative Operational Approaches to the Building	4-5							0-5					4										
3.4 Architectural Systems	6							3	3														
Exterior Bldg Systems Efficiency, Expansion Capacity & Approach	6							3	3														
Interior Bldg Systems Flexibility, Expansion Capacity & Approach	6							3	3														
Site Analysis	3							3	3														
Sustainable Design Opportunities / Cost Benefit Analysis	3							3	3														
3.5 Mechanical Systems	5-5							5	5						0-5	5							
Evaluate HVAC Efficiency, Flexibility, Expansion Capacity	5-5							5	5						0-5	5							
Evaluate Plumbing Efficiency, Flexibility, Expansion Capacity	5-5							5	5						0-5	1							
Evaluate Fire Suppression Efficiency, Flexibility, Expansion Capacity	5-5							5	5						0-5	5							
Evaluate Controls Efficiency, Flexibility, Expansion Capacity	5-5							5	5						0-5	5							
3.6 Electrical Systems	1-5							1	4						0-5	5							
Evaluate Design Opportunities / Cost Benefit Analysis	1-5							1	4						0-5	5							
3.7 Civil Systems	14-5							14.5								25	12						
Exterior Efficiency, Flexibility, Expansion Capacity & Approach	14-5							14.5								25	12						
Site Analysis	5							5								0-5	1						
Sustainable Design Opportunities / Cost Benefit Analysis	5							5								1	4						
3.8 Environmental Systems	7-5							7.5															
Structural Integrity and Expansion Capacity & Approach	7-5							7.5															
3.9 Environmental Systems	0-5							0-5															
Site Analysis	0							0															
Sustainable Design Opportunities / Cost Benefit Analysis	0							0															
3.10 Environmental Systems	6							6															
Civil Condition and Expansion Capacity & Approach	6							6															
3.11 Environmental Systems	0							0															
Site Analysis	0							0															
Sustainable Design Opportunities / Cost Benefit Analysis	0							0															
3.12 Environmental Systems	36-4	0-5	3					36.4					6	1-5	7-5	15	7-5	4			2	4	
Technical Building Evaluation Report																							
Complete Technical Findings in a Report																							

[illegible]

<div></div> <div>SNC-LAVALIN in association with DSRA</div> <div>CORNER BROOK REGIONAL RECREATION CENTRE</div>		Discipline	Project Management						Architectural						Structural		Mechanical		Electrical		Civil		Environmental															
		Role	Project Manager	Project Services	Admin	Document Control	Senior Project Architect	Senior Design Architect	Senior Project Architect	Senior Architect Tech	Senior Designer / Planner	Post Tech Design Specialist	Post Tech Operations Specialist	Lead Structural Engineer	Sr. Engineer	Lead Mech Engineer	Senior Tech	Lead Electrical Engineer	Senior Tech	Lead Civil Engineer	Senior Tech	Sr. Tech	Senior Tech															
		Key Personnel																																				
		Rate	\$120.00	\$60.00	\$60.00	\$60.00	\$125.00	\$125.00	\$125.00	\$60.00	\$80.00	\$110.00	\$100.00	\$110.00	\$100.00	\$125.00	\$100.00	\$110.00	\$100.00	\$110.00	\$100.00	\$110.00	\$100.00															
Project Tasks		Total Hours																																				
		Accommodations					# of Total Night Stays								Hours/Person																							
		Vehicle Rental					# of Rentals								Accommodations Unit Cost																							
															Unit Rental Cost																							
		Costing Allowance																																				
		Technical Post Specialist (Aquaplane Aquatic Consultants (see hrs above))																																				
		Senior Pool Operations Specialist (Canada Games Centre) (see hrs above)																																				
		Project Incidentals (printing, courier, technology, etc.)																																				
EXPENSES SUB TOTAL		\$	12,740.00																																			
TOTAL Proposal Cost (not including HST)		\$	98,562.50																																			



Certificate of Insurance

No.: 2018-617

Dated: April 29, 2018

This document supersedes any certificate previously issued under this number

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

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

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

Certificate Holder:

To Whom It May Concern

Named Insured and Address:

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

This certificate is issued regarding:

GIME Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/ Expiry Dates	Sums Insured Or Limits of Liability	
EXCESS AUTOMOBILE	Lloyd's Underwriters	B0509BOWC11800 155	Apr 30, 2018 to Apr 30, 2019	Each Occurrence and in the Aggregate	CDN 1,000,000
PROFESSIONAL LIABILITY • Claims Made Policy	Lloyd's Underwriters (Lead) and other participating insurers	FINPA1800060	Apr 30, 2018 to Apr 30, 2019	Per Claim and in the Annual Aggregate	CDN 1,000,000
GENERAL LIABILITY - OTHER POLICIES • PRIMARY GLOBAL UMBRELLA • Includes Owned and Non-Owned Automobile	Lloyd's Underwriters	B0509BOWC11800 155	Apr 30, 2018 to Apr 30, 2019	Each Occurrence and in the Aggregate	CDN 1,000,000

Marsh Canada Limited

1981 McGill College Avenue, Suite 820

Montréal, QC H3A 3T4

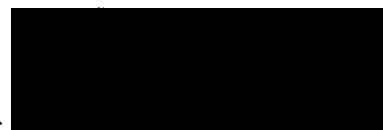
Telephone: (514)-2855928

Fax: (514)-2854716

caroline.dufault@marsh.com

Marsh Canada Limited

By:



Caroline Dufault



SNC • LAVALIN

1090 Topsail Road
Mount Pearl, NL A1N 5E7
(709)368-0118 - (709)368-3541



REQUEST FOR DECISION

[DIRECTOR OF COMMUNITY, ENGINEERING, DEVELOPMENT & PLANNING]

SUBJECT: O'Connell Drive Waterline Improvements

DESCRIPTION: The Tender for the O'Connell Drive waterline improvements closed on February 27, 2019 with three (3) bids received:

Marine Contractors Inc.	\$2,283,778.39 (HST Included)
Bulldog Contracting Ltd.	\$2,840,096.35 (HST Included)
Cody Construction & Excavating	\$3,156,760.35 (HST Included)

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

This is a joint project between the City of Corner Brook and the Town of Mount Moriah. The City of Corner Brook is contributing \$800,000 towards the project from the 2017/2020 Multiyear Capital Works program.

PROPOSED MOTION: Be it **RESOLVED** to Award the Contract for **O'Connell Drive Waterline Improvements** to Marine Contractors Inc. at the Tender price of \$2,283,778.39 (HST Included).

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: It is staff's recommendation to award the Contract for **O'Connell Drive Waterline Improvements** to Marine Contractors Inc. at the Tender price of \$2,283,778.39 (HST Included).

Legislative Authority:

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

Estimated Cost: total tender price \$2,283,778.39 (HST Included); City of Corner Brook portion \$800,000

Budget Line Item: Multiyear Capital Works program

Communication Strategy:

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document:

Division Manager

Director

City Manager

Date: March 14/2019
 Date: 2019/03/14
 Date: 2019/03/14



MEMORANDUM

To: Mayor Parsons and City of Corner Brook Council

CC: Rodney Cumby, City Manager

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

Subject : O'Connell Drive Water Line Project Background.

Date: 2019-03-18

Background: Curling and Mount Moriah are supplied with water from the Corner Brook water treatment system. The system from west of Georgetown Road is currently fed through a single supply line. This means that any shutdown for repair along the main line in this area requires a complete shutdown of the systems to the west as well as associated boil water advisories. In addition, there are a number of dead end waterlines in the Curling West area. Dead-end lines can affect water quality and fire flow capacity. Under the City of Corner Brook 2017/2020 multiyear capital works program, a project was included to provide a redundant feed into the Curling system along O'Connell Drive from Georgetown Road to a dead end line at the top of Hilliard's Road. A budget of \$800,000 (70/30) was approved for this project.

Mount Moriah has for many years been experiencing water flow and pressure problems. To address these issues, Mount Moriah secured funding to install a new feeder main along O'Connell Drive from the City of Corner Brook system at Georgetown Road to the Petries Street intersection. There is an overlap in these two projects as the feeder main section from Georgetown Road to Hilliard's Road is common to both. In addition, the proposed Mount Moriah feeder main will provide improved redundancy to the Curling system over and above what the Hilliard's Road connection would, while also providing opportunity to address several other dead-end waterlines along the route.

Discussion: Considering the benefits to both communities, the City and Town agreed to pool their funding towards installing a new feeder main from Georgetown Road to the intersection of O'Connell Drive and Petries Street as well as connecting a number of dead end waterlines along the way, such as at Hilliard's Road, Knights Road, Snook's Road and Dawe Place. The result for Corner Brook will be a much improved water system redundancy, improved water quality and fire protection. (Please see attached document for a funding breakdown and tender submission breakdown).

Also, it should be noted that the Department of Municipal Affairs and Environment (DMAE) will provide the contract administration for the project on behalf of the Town of Mount Moriah and the City of Corner Brook although City staff will monitor the project very closely.

Consulting Engineers

BY EMAIL

And to:
Mr. Joseph Park
Town of Mount Moriah
P.O. Box 31
Mount Moriah, NL
A0L 1J0

**RE: O'Connell Drive Waterline Improvements
Tender Analysis
CBCL #: 183022.00 and 183025.00**

Dear Sirs:

The tender for the above-noted project closed on February 27, 2019 and the results are as presented below.

187 Kenmount Road
St. John's, Newfoundland
Canada A1B 3P9

Telephone: 709 364 8623
Fax: 709 364 8627
E-mail: info@cbcl.ca
www.cbcl.ca

**Solving
today's
problems
with
tomorrow
in mind**

Contractor	Base Bid	HST	Tender Total	Security
Marine Contractors Inc.	\$1,985,894.25	\$297,884.14	\$2,283,778.39	Bid Bond # 64037820-03-19 10% of Tender
Bulldog Contracting Ltd.	\$2,469,649.00	\$370,447.35	\$2,840,096.35	Bid Bond # HCS2519001-19-01 10% of Tender
Coady Construction & Excavating Limited	\$2,745,009.00	\$411,751.35	\$3,156,760.35	Bid Bond # HS8026625-9 10% of Tender

CBCL Limited's pre-tender estimate for this project is \$2,647,546.10, including HST.

CBCL Limited has reviewed the tenders and no mathematical errors were identified. The bid bonds have also been reviewed and are acceptable. Marine Contractors have submitted the lowest compliant tender.

It should be noted that a bid was submitted by West Coast Excavating & Equipment Company Ltd.; however it was received after the tender closing time and was returned to the bidder by Tendering and Contracts.





Mr. Jim Warford and Mr. Joseph Park

March 13, 2019

Page 2 of 2

The surplus funding for the project is summarized below:

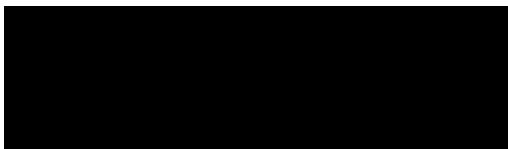
Funding: Town of Mount Moriah	\$1,850,000.00
Funding: City of Corner Brook	\$800,000.00
Total Project Funding	\$2,650,000.00
Engineering Fees Total	\$341,352.23
Total Available Construction Funding	\$2,308,647.77
Marine Contractors' Tender Price	\$2,283,778.39
Surplus Funding	\$24,869.38

Based on the foregoing analysis, CBCL Limited recommends that the tender for this project be awarded to Marine Contractors for a tender price of \$2,283,778.39.

Please contact us with any questions.

Regards,

CBCL LIMITED
Consulting Engineers



Greg Sheppard, P. Eng.
Senior Civil Engineer
Tel: (709) 364-8623 x288
E-Mail: gregs@cbcl.ca

CC. Chris Power, Regional Engineer - Western, DMAE
Scott Wight, Engineer III – Western, DMAE
Erik Neilson, Supervisor of Engineering Services, City of Corner Brook



REQUEST FOR DECISION

Finance and Administration

SUBJECT: SALE OF LAND – BETWEEN 65/69 BANNISTERS ROAD

DESCRIPTION: The City of Corner Brook has been approached by the property owner at 65/69 Bannister's Road to purchase a parcel of City owned land located adjacent to their property.

This proposed land sale was sent out for referral to the other departments, this parcel was considered non-viable therefore the price will be based on \$2/ft² and attached is a drawing that was recommended by staff for sale.

The purpose for this potential sale is for consolidation with the owner current piece of land at 65 Bannisters Road and to build a house in the future. This land is located in the Residential Medium Density Zone.

PROPOSED MOTION: it is **RESOLVED** that Council approve the execution of the attached Purchase and Sale Agreement for approx. 233 m² (2,508 ft²) with the resident of 69 Bannister's Road for the parcel of land located adjacent to 65 Bannister's Road for \$5,016.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: Staff recommends the approval of the attached Purchase and Sale Agreement for approx. 233 m² (2,508 ft²) with the resident of 69 Bannister's Road for the parcel of land located adjacent to 65 Bannister's Road for \$5,016.

Legislative Authority:

- Policy and/or Regulation: 07-08-05, 07-08-08

Estimated Return: \$5,016.00

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document: Draft Purchase and Sale Agreement City to Resident
 Proposed Land Sale Drawing

Submitted by: Brandon Duffy

Date: March 6, 2019

Reviewed by: _____

Date: _____

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 Sellers")

AND

██████████, a resident of the City of Corner Brook, Province of Newfoundland and Labrador (hereinafter called "the Buyer")

WHEREAS the Sellers own property located on Bannisters Road 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 Five Thousand and Sixteen dollars (\$5,016.00) 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:

PROPERTY AND PURCHASE PRICE

1. The Sellers hereby agree to sell and the Buyer agrees to purchase the Property located adjacent to 65 Bannisters Road 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 Five Thousand and Sixteen dollars (\$5,016.00) 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 26th day of April, 2019 (hereinafter called the "closing" or "closing date").

TITLE SEARCH

3. The Sellers are 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 Sellers, which the Sellers are unable or unwilling to remove, and which the Buyer will not waive, this agreement shall be null and void and the 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 Sellers.

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 Sellers, 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

Sellers on closing and the Sellers will arrange registration of the original Deed which would then be delivered to the Buyer immediately upon the Sellers 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 Sellers do 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 Sellers 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.

SUBDIVISION/CONSOLIDATION

6. 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 65 Bannisters Road property. When consolidated the Buyer hereby agrees that the property will not be subdivided without written approval from the Sellers

SURVEY

7. The Sellers shall only supply the Buyer with the survey and legal description of the Property which it has in its possession and should a new survey and legal description be required to complete the transaction, it shall be at the expense of the Buyer.

EASEMENTS/RIGHT OF WAYS

8. 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

9. 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

10. The Buyer hereby agrees to accept The Property "as is" along with any contaminants therein or thereon and the Buyer agree to indemnify and hold the Sellers 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 Sellers 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(s) by the Government of Canada and/or Government of Newfoundland and Labrador and/or any requirements imposed on the Seller(s) 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 are purchasing The Property on an "as is" basis, and The Sellers 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 Sellers make no representations or warranties of any kind express or implied that the present use or the future intended use by The Buyer are or will be lawful or permitted or as to the suitability of The Property for development.

SURVIVE CLOSING

11.

- 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. The Buyer acknowledge and agree that the provisions in this agreement for indemnifying and saving harmless the Sellers from liability shall survive the Closing or other termination of this agreement.
- b) All warranties, representations, indemnities, and "save harmless" provisions contained in this agreement shall survive closing unless otherwise stated in this agreement.

OVERDUE PAYMENTS

- 12. In the event that the Buyer does not pay any amounts owing to the Sellers under the provisions of this Agreement within thirty (30) days of the Sellers 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 provisions of this agreement, the Sellers may commence legal action to collect the sums owing and the Buyer shall pay any and all costs and expenses the Sellers 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 Sellers first provide notice to the Buyer in accordance with this provision.

BINDING

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

NON-WAIVER

- 14. 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

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

NO COLLATERAL AGREEMENTS

- 16. 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

17. All Payments under this Agreement to be made to the Sellers 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

18. 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

19. 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 jurisdiction of the Supreme Court in the City of Corner Brook.


NOTICE

20. 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 Sellers 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:


69 Bannisters Road
Corner Brook, NL, CA
A2H 1M5

- 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

21. The Buyer 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

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

HEADINGS

23. 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 or Deputy Mayor

Witness

City Clerk or City Manager

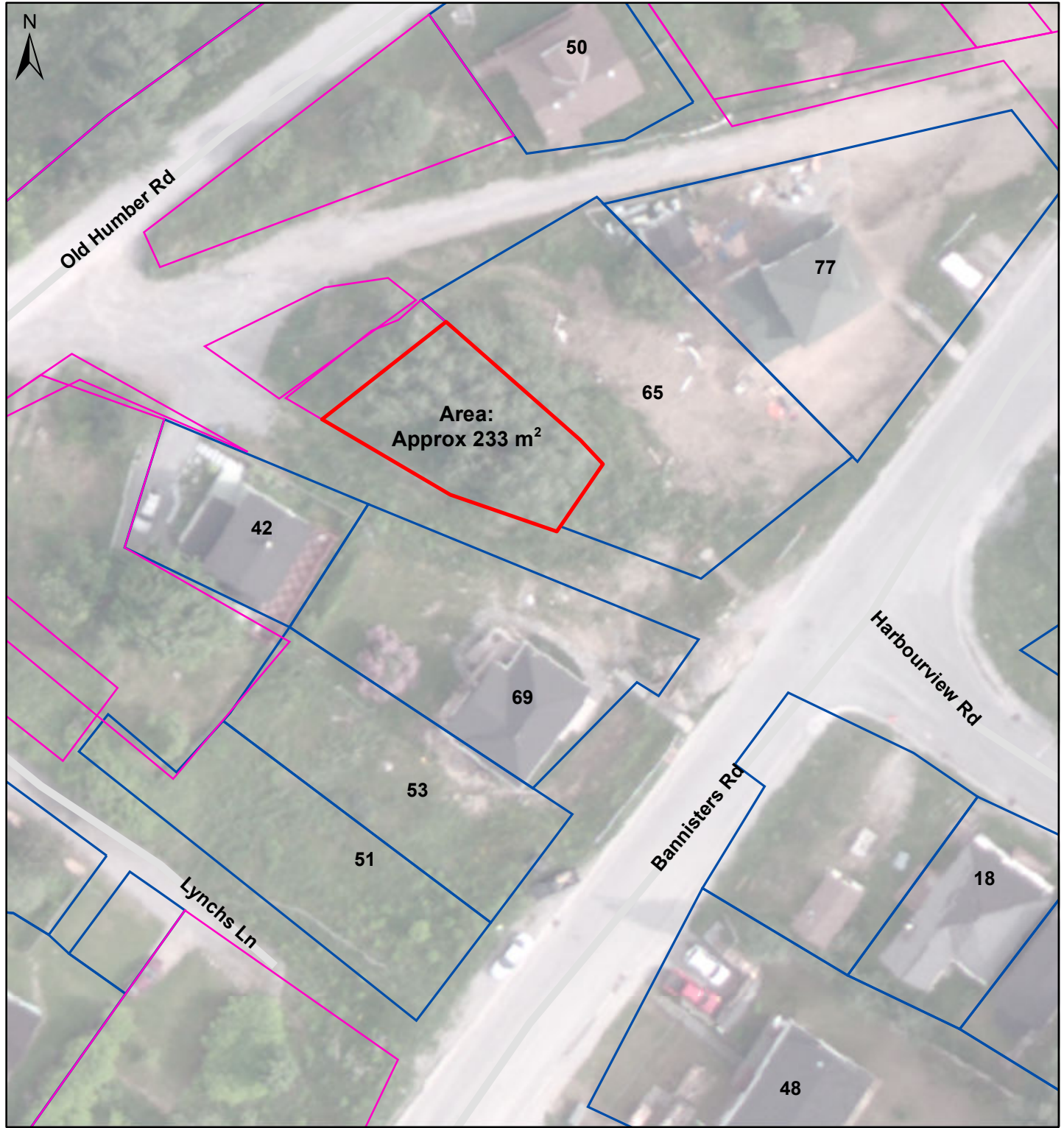
DATED AT _____ this ____ day of _____, 2019.


SIGNED, SEALED & DELIVERED
in the presence of:

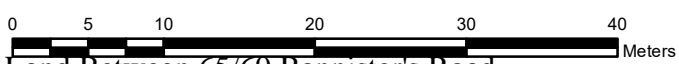
IN WITNESS WHEREOF I have
hereunto set my hand and seal

Witness





LEGEND		NOTES:	
<div><div></div> Proposed Land for Purchase</div>		<div>1. Unless otherwise noted, all dimensions are in metres.</div> <div>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.</div> <div>3. 15 cm orthoimagery acquired in 2008.</div>	
<div><div></div><div>Proposed Land Purchase - Land Adjacent to 65 Bannisters Rd</div></div>			
DRAWN BY: Paul Benoist		DATE: 3/4/2019	SCALE: 1:500
APPROVED BY: Brandon Duffy		COORD SYS: NAD 1983 MTM 3	FIGURE: 1
		ZONE: RMD	REVISION: 0



REQUEST FOR DECISION

Community Engineering Development & Planning

SUBJECT: Approval for Execution of Agreement

DESCRIPTION: Recreation Services is pursuing a sponsorship agreement with The Western Star to provide advertising for the 2019 Achievement in Community Excellence Awards. This sponsorship has been entered for many years and has been a great asset to the City of Corner Brook.

PROPOSED MOTION: Be it resolved that the City of Corner Brook enter into a formal sponsorship agreement with The Western Star regarding the advertising for the 2019 Achievement in Community Excellence Awards.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: That the City of Corner Brook enter into a formal agreement with the Western Star to supply advertising for the 2019 Achievement in Community Excellence Awards.

Legislative Authority:

- City of Corner Brook Act: **Section**
- Public Tendering Act: **Section:**
- Urban and Rural Planning Act: **Section:**
- Policy and/or Regulation:

Estimated Cost: \$5,000.00

Budget Line Item: CEDP Recreation, Special Events Grants

Communication Strategy:

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document: The Western Star Sponsorship Agreement 2019

Submitted by: Jessica Parsons, Supervisor of Recreation Services

Date: March 4th, 2019

Approved by City Manager 

Date: March 14 / 19

The Western Star

Navigating our communities

Sponsorship Agreement

Organization: City of Corner Brook

Event: 2019 ACE Awards

Date: March to April 2019

Value: \$5,000.00

Conditions Specific to this sponsorship package:

Organizer agrees to:

1. Provide a link on the City of Corner Brook website to The Western Star website.
2. Give The Western Star first publication rights to the nominations and the winners. This information must be provide to The Western Star 24 hours prior to releasing it to the public.

The Western Star agrees to:

1. Host the nomination form on The Western Star website. Nomination form to be provided by the City of Corner Brook.

*The industry standard is to value promotional space at the Open Rate. By doing so, we remain consistent with our print partners throughout the country and with other medial. We realize this rate may not apply to your specific advertising rate.

Agreed to:

ORGANIZATION NAME: City of Corner Brook

By: _____

Date: _____

Name: _____

Address: _____

Title: _____

Telephone: _____

Agreed to:

SaltWire Network Inc.

Date: _____

For The Western Star

106 West Street, Corner Brook, NL

By: Leo Gosse

709.748.0847

Title: Director, Print Sales and Sponsorship



Date: Feb 28, 2019

Achievement in Community Excellence (ACE) Awards

The Achievement in Community Excellence (ACE) Awards is the City's annual awards program. These awards recognize individuals, groups, organizations and businesses for their valued contributions to creating and strengthening our beautiful city, Corner Brook. The awards are intended and designed to increase community awareness, engagement and action while celebrating those who make Corner Brook an active and healthy place to live. The ACE Awards celebrate outstanding contributions to community sustainability through economic, environmental and socio-cultural themes.

Committees made up of community members representing Business, Environmental, Arts, Sports and Community categories will decide on winners that will be announced at an evening ceremony held at the Civic Centre meeting rooms on Wednesday May 8th 2019 at 7:00 pm.

The deadline for nominations will be Friday April 19th 2019. Print copies will be available at City Hall and the Civic Centre Office as well as online on the City's website and The Western Star's website.

REQUEST FOR DECISION

Community, Engineering, Development and Planning

SUBJECT: Street Train Proposal

DESCRIPTION The City of Corner Brook was approached by the Corner Brook Port Corporation (CBPC) in February regarding the opportunity to lease a street train from Ambassatours, who operate out of Halifax, NS. Staff has been working with CBPC to develop a partnership, at the direction of Council, so that the street train can operate in the City during the summer of 2019. If Ambassatours accepts a joint proposal from the City and the CBPC, it is intended that the street train would operate in the City from July 1st to October 15th of 2019. There would be no commitment beyond 2019 at this time.

PROPOSED MOTION: Be it RESOLVED that:

The Council of the City of Corner Brook authorize staff to negotiate an agreement with the Corner Brook Port Corporation and submit a proposal to Ambassatours to operate a street train within the City of Corner Brook from July 1st to October 15th, 2019.

RECOMMENDATION: That council approve the negotiation with Corner Brook Port Corporation and submit a proposal to Ambassatours to operate a street train within the City of Corner Brook from July 1st to October 15th, 2019.

IMPLICATIONS OF RECOMMENDATION:

- **Estimated Cost:** Up to a maximum of \$35,000 (HST Included)
- **Budget Line:** Special Projects – 1030-63950
- **Communication Strategy:** If the proposal is accepted, there would be a significant communication strategy developed.

Report/Document: Background Information Memo

Submitted by: Darren Charters

Date: March 7th, 2019

Director:

Date:

City Manager

Date:



MEMORANDUM

To: Mayor Parsons and City of Corner Brook Council

CC: Rodney Cumby, City Manager

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

Subject: Street Train - Summer of 2019

Date: 2019-03-07

Issue: Negotiation of an agreement with Corner Brook Port Corp (CBCP) for submission to Ambassadors of Halifax, NS, to operate a street train within City.

Background: City staff was approached by the CBPC about the possibility of leasing a street train from a company in Halifax. Ambassadors, the tour operator, has been exploring the opportunity to lease the vehicle to another City for the summer of 2019. Staff began discussions with CBPC, at the direction of Council, to develop an operational and funding plan that could be submitted to Ambassadors for consideration.

Discussion:

In subsequent meetings with CBPC, a preliminary agreement has been reached and would include the following:

- Operation of the street train would be undertaken by CBPC
- Sponsorship and advertising opportunities would be undertaken by CBPC (with the help of City)
- CBCP would receive fare and advertising revenue to offset costs
- CBPC to hire and manage street train staff
- City to provide maintenance for vehicle
- City to undertake promotion and marketing of street train
- City to provide operating subsidy to CBPC

It is estimated that the total cost to the City, including in kind services, promotional items, and other costs, would have a value of nearly \$35,000. This would include a cash subsidy of up to \$20,000. These estimates are based on known costs and anticipated revenue streams that would be typical for such an operation. It is believed that these costs would be a worst case scenario and as sponsorships, advertising revenue, and ridership increase, the subsidy provided by the

City would decrease accordingly. Estimates were prepared based on information provided by Ambassadors and also the operators of a similar street train in Tatamagouche, NS.

Staff feel that this is a very unique opportunity to trial a street train without the upfront capital cost to purchase such a vehicle. This type of vehicle will not only provide a unique tourist experience (especially tour ship guests) but it could also be an attraction for locals and an excellent way to draw people into the downtown.





