



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 **September 21, 2020 at 7:00 P.M., Council Chambers, City Hall.**

CITY CLERK

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1 CALL MEETING TO ORDER

2 APPROVALS

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2.2 Approval of Minutes

2.3 Confirmation of Minutes

3 BUSINESS ARISING FROM MINUTES

3.1 Business Arising From Minutes

4 CORRESPONDENCE/PROCLAMATIONS/PETITIONS/

4.1 Proclamations

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5 TENDERS

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5.2 Supply of Water Treatment Chemical: Soda Ash 2020-20

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6 PLANNING AND DEVELOPMENT

6.1 16 Highland Ave - Discretionary Use Child Care

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7 AGREEMENTS

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8 Finance & Administration

229 - 231	8.1	Accounts Receivable Write Offs
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9 ADJOURNMENT

**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
MONDAY, 17 AUGUST, 2020 AT 12:30 PM**

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

The meeting was called to order at 12:00 p.m.

20-100 Approval of Agenda

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

20-101 Approval of Minutes- Regular Council Meeting - 20 July 2020

On motion by Councillor V. Granter, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the minutes as presented. **MOTION CARRIED.**

20-102 Confirmation of Minutes

On motion by Councillor V. Granter, seconded by Councillor B. Staeben, it is **RESOLVED** to ratify minute CC20-040: **Granter / Staeben**
RESOLVED to ratify minute CC20-043: **Granter / Griffin**
RESOLVED to ratify minute CC20-044: **Granter / Buckle**
RESOLVED to ratify minute CC20-046: **Granter / Griffin**
RESOLVED to ratify minute CC20-048: **Granter / Buckle**
RESOLVED to ratify minute CC20-049: **Granter / Staeben**
RESOLVED to ratify minute CC20-050: **Granter / Buckle**
RESOLVED to ratify minute CC20-051: **Granter / Griffin**

MOTION CARRIED on all minutes. Councillor Chaisson declared Conflict of Interest on Minute CC20-050 and CC20-051 as she abstained from voting on these agenda items as she is a member of the Board of Directors of Humber Valley Community Employment Corporation.

20-103 Business Arising From Minutes

There was an inquiry regarding the Humber Community YMCA utilizing the Corner Brook Curling Club commencing August 17 for summer camps. The Director of Finance and Administration confirmed that the Humber

Community YMCA is moved in the building. The Corner Brook Curling Club has been advised of the temporary arrangement.

20-104 Proclamation

Mayor Parsons announced that proclamations will be signed recognizing the following events:

- **September 4, 2020** to be **National Polycystic Kidney Disease Awareness Day** in the City of Corner Brook,
- **September 7-11, 2020 - Fetal Alcohol Spectrum Disorder (FASD) Awareness Week** in the City of Corner Brook.

20-105 2020-21 - Supply of Hanging Flower Baskets

On motion by Councillor V. Granter, seconded by Councillor T. Buckle, it is **RESOLVED** to award the contract for Hanging Flower Baskets for a three year period to K&D Commercial Maintenance Ltd for the amount of \$5,554.50 per year (taxes included) for the supply of hanging flower baskets
MOTION CARRIED.

20-106 Tax Recovery Plan

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the 2019 Tax Recovery Plan as attached. **MOTION CARRIED.**

20-107 Youth Advisory Committee Report

Councillor Chaisson presented a summary report from the Youth Advisory Committee. Some of the initiatives being pursued by the Committee include:

- Signs of Positivity
- Community Gardens
- Future Plans
- Clean-Up Campaign
- Establishment of mini-libraries
- Working with businesses on decorating properties
- Volunteering with WEC and Food Drive

20-108 RFD - Discretionary Use - 24 Union St (Lower Level)

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the application for the proposed use, "Tattoo Business" for the existing building located at 24 Union Street, Corner Brook, NL. **MOTION CARRIED.**

20-109 RFD- 25 Poplar Rd - Discretionary Use - Apartment Building Use

On motion by Deputy Mayor B. Griffin, seconded by Councillor V. Granter, it is **RESOLVED** pursuant to Section 11 of the City of Corner Brook 2012

Development Regulations approve the application for a proposed apartment building use at the property located at 15 Poplar Road. **MOTION CARRIED.**

20-110 RFD - 26 Dunbar Ave - Home Base Business (Child Care)

On motion by Deputy Mayor B. Griffin, seconded by Councillor V. Granter, it is **RESOLVED** to approve the application to operate a home based child-care operation from the dwelling located at 26 Dunbar Avenue in accordance with Regulation 11= Discretionary Power of Authority. **MOTION CARRIED.**

20-111 Transit Design Study

On motion by Councillor T. Buckle, seconded by Councillor B. Staeben it is **RESOLVED** to direct staff to develop a Request for Proposal to outline possible design options for transit operations in the City.

It is **FURTHER RESOLVED** to have the design work completed by January 31, 2021. **MOTION CARRIED.**

20-112 Reallocation of Multi Year Capital - Execution of Agreement

On motion by Councillor B. Staeben seconded by Councillor V. Granter, it is **RESOLVED** to accept cost-shared funding as outlined in the Municipal Affairs and Environment project approval letter dated May 13, 2012, to complete projects under the 2017-2020 Municipal Infrastructure Agreement Amendment #1.

It is **FURTHER RESOLVED** to authorize the Mayor and City Manager to sign the 2017-2020 Municipal Infrastructure Agreement Amendment #1 with the Department of Municipal Affairs and Environment on behalf of the City of Corner Brook. **MOTION CARRIED.**

ADJOURNMENT

The meeting adjourned at 1:20 p.m.

City Clerk

Mayor

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Ratification of Decisions	
Report Information	
Department: City Manager	Attachments:
Prepared By: Jessica Smith, Legislative Assistant	Council Meeting Date: September 21, 2020

Issue: Ratification of Minutes from previous Council in Committee and Committee of the Whole meetings

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

Council in Committee Meeting – August 17, 2020
It is RESOLVED to ratify minute CC20-052 – Approval of Agenda:
<i>It is RESOLVED to approve the agenda as circulated</i>
It is RESOLVED to ratify minute CC20-054 – Corner Brook Minor Hockey – Financial Account:
<i>It is RESOLVED to approve accepting \$32,285.55 as the full and final payment of the outstanding ice bill for Corner Brook Minor Hockey for the 2018-19 season, provided it is paid by August 31, 2020; If it is paid in full by September 30, CBMHA will be required to pay \$33,285.55.</i>

Council in Committee Meeting – September 2, 2020
It is RESOLVED to ratify minute CC20-055 – Approval of Agenda:
<i>It is RESOLVED to approve the agenda as circulated.</i>
It is RESOLVED to ratify minute CC20-057 – Request to Lease City Land – West Street:
<i>It is RESOLVED to approve execution of the lease agreement between the City of Corner Brook and the Qalipu Development Corporation for city land on West Street (Majestic Lawn).</i>

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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It is RESOLVED to ratify minute CC20-058 – Retaining Wall – Gibbons Avenue:

*It is **RESOLVED** to award the contract for Garage Support Remediation - 38 Gibbons Avenue to Cangro Services for the price of \$24,200 (HST included).*

It is RESOLVED to ratify minute CC20-059 – Permit Program – Contract Approval:

*It is **RESOLVED** to authorize staff to enter into a licence and maintenance agreement with ESRI Canada for the Cityworks permitting software at a price of \$56,672 (HST included).*

It is RESOLVED to ratify minute CC20-060 – Transit Study and System Design Funding:

*It is **RESOLVED** to authorize staff to request that the Department of Municipal Affairs and Environment transfer funds through savings in the 2017-2020 MYCW Program to the Transit Study and System Design project.*

It is RESOLVED to ratify minute C20-061 – Mt. Bernard Sanitary Sewer Capacity Analysis:

*It is **RESOLVED** to award a contract for the Mount Bernard Sanitary Sewer Capacity Analysis and Upgrade project to CBCL Ltd. for the estimated cost of \$97,980 (HST included).*

*It is **FURTHER RESOLVED** to authorize staff to request that the Department of Municipal Affairs and Environment transfer funds through savings in the 2017-2020 Multi-Year Capital Works Program towards this project*

It is RESOLVED to ratify minute C20-062 – Early Retirement/Pay in Lieu of Notice:

*it is **RESOLVED** to grant authority to the City Manager to negotiate and approve "early retirement packages" and "pay in lieu of notice agreements" where no employment contracts is in place.*

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Legal Review: Section 41 (3) of the City of Corner Brook Act


Governance Implications: Motions approved in a privileged meeting must be ratified in a public meeting of Council to become valid

Budget/Financial Implications: N/A

Environmental Implications: N/A

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

Additional Comments by City Manager:

	<p align="center">City of Corner Brook Information Report (IR)</p>
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Subject Matter: Proclamations	
Report Information	
Department: City Manager	Attachments: Proclamations
Prepared By: Jessica Smith	Council Meeting Date: September 21, 2020

Topic: *Proclamations*

Background: The City of Corner Brook have received requests to sign proclamations in recognition of the following events:

- The Candlelighters Association of Newfoundland and Labrador is requesting to declare the month of **SEPTEMBER 2020** to be **CHILDHOOD CANCER AWARENESS MONTH** in the City of Corner Brook; and

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

PROCLAMATION

CHILDHOOD CANCER AWARENESS MONTH

SEPTEMBER 2020

CITY OF CORNER BROOK

- WHEREAS:** THERE ARE ABOUT 10,000 CHILDREN LIVING WITH CANCER IN CANADA TODAY;
AND
- WHEREAS:** EACH YEAR, ABOUT 1600 CASES ARE DIAGNOSED; OVER 25 OF WHICH ARE
CHILDREN IN NEWFOUNDLAND AND LABRADOR;
- WHEREAS:** IN CANADA, CHILDHOOD CANCER REMAINS RESPONSIBLE FOR MORE DEATHS
FROM ONE YEAR THROUGH ADOLESCENCE THAN ANY OTHER DISEASE; AND
- WHEREAS:** ABOUT ONE IN FOUR CHILDREN WHO ARE DIAGNOSED WITH CANCER WILL DIE
OF THE DISEASE;
- WHEREAS:** BECAUSE OF SIGNIFICANT ADVANCES IN THERAPY, 78% OF CHILDREN
DIAGNOSED WITH CANCER WILL SURVIVE 5 YEARS OR MORE, AN INCREASE OF
ALMOST 46% SINCE THE EARLY 1960S.
- WHEREAS:** CHILDHOOD CANCERS HAVE CLOSE TO A 75% CURE RATE, WITH LEUKEMIA
LEADING THE SUCCESS CHARGE WITH CLOSE TO 90% OVERALL CURE RATE.

NOW THEREFORE: I, JIM PARSONS, ON BEHALF OF THE CITY OF CORNER BROOK, DO HEREBY
PROCLAIM **SEPTEMBER 2020** AS "**CHILDHOOD CANCER AWARENESS MONTH**" IN THE CITY OF
CORNER BROOK.



Candlelighters
Newfoundland & Labrador

Jim Parsons, Mayor
CITY OF CORNER BROOK

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Watson's Pond to T'Railway Trail Upgrade	
Report Information	
Department: Public Works, Water and Wastewater	Attachments: Letters from Newfoundland Labrador Snowmobile Federation and Western Sno-Riders
Prepared By: D. Burden	Council Meeting Date: September 21, 2020

Issue: The last section of trail from Watson's Pond Road to T'Railway, a distance of approximately 2.2kms requires upgrade. This last section of trail is required to connect Lundrigan Drive (Green Tank) to the T'Railway for use by both snowmobiles and ATV's.

Background: The City of Corner Brook has been approached by the Western Sno-Riders and the Newfoundland and Labrador Snowmobile Federation requesting the City enter into a cost share agreement to upgrade the section of trail from Watson's Pond Road to the T'Railway, a distance of approximately 2.2kms. This is the last section of trail that needs to be upgraded to accommodate the connection from Lundrigan Drive (Green Tank) to the T'Railway for use by both snowmobiles and ATV's.

The estimated cost of this project is \$15,000-\$18,000. The Newfoundland and Labrador Snowmobile Federation has committed \$5,000 to the project because they believe the upgraded section of trail will greatly enhance the viability of the trail for all users. The Western Sno-Riders have committed \$6,000 to the project and are asking the City to match their contribution to a maximum of \$6,000.

This trail upgrade is important to the success of snowmobile and ATV tourism in the City of Corner Brook. Currently the section of trail in question is very rough and very difficult to navigate, preventing many ATVer's from accessing the west side of the City and the businesses in the Lundrigan Drive area.

Proposed Resolution: Be it **RESOLVED** that Corner Brook City Council enter into a cost share agreement with the Western Sno-Riders and the Newfoundland and Labrador Snowmobile Federation to upgrade the section of ATV/snowmobile trail from Watson's Pond Road to the T'Railway in the amount, not to exceed, \$6,000.00.

Recommendation: It is the recommendation of staff to enter into a cost share agreement with the Western Sno-Riders and the Newfoundland and Labrador Snowmobile Federation to upgrade the section of ATV/snowmobile trail from Watson's Pond Road to the T'Railway in the amount, not to exceed, \$6,000.00.

Options:



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

1. Accept staff's recommendation to enter into a cost share agreement with the Western Sno-Riders and the Newfoundland and Labrador Snowmobile Federation to upgrade the section of ATV/snowmobile trail from Watson's Pond Road to the T'Railway in the amount, not to exceed, \$6,000.00.
2. Reject staff's recommendation to enter into a cost share agreement with the Western Sno-Riders and the Newfoundland and Labrador Snowmobile Federation to upgrade the section of ATV/snowmobile trail from Watson's Pond Road to the T'Railway in the amount, not to exceed, \$6,000.00.
3. Give staff direction on how to proceed in terms of upgrading last section of trail.

Legal Review: *Legal was not required*

Governance Implications: No policy/bylaw implications. No additional bylaws required.

Budget/Financial Implications: \$6,000 cost for City of Corner Brook.

Environmental Implications: There are no environmental implications.

Prepared by: D. Burden
Director: D. Burden
City Manager: Rodney Cumby
Date: September 17, 2020

Additional Comments by City Manager:



September 9th, 2020

Western SnoRiders Snowmobile Club
Corner Brook, NL

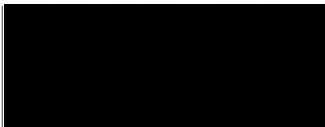
To whom it may concern,

The Newfoundland and Labrador Snowmobile Federation (NLSF) fully supports the Western SnoRiders Snowmobile Club in their efforts to upgrade the Watsons Pond to T'Railway snowmobile trail. We believe this will greatly enhance the viability of this section of trail for all users.

As such, the NLSF will support this project to the amount of \$5,000 in materials.

If you require further details on this matter, please do not hesitate in contacting the undersigned.

Yours truly,



Tony Sheppard
General Manager
Newfoundland and Labrador Snowmobile Federation



Western Sno-Riders
 50 Main Street, #3 Commerce Court,
 Corner Brook, NL
 A2H 6G7
www.westernsnoriders.com

September 16, 2020

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

Dear Mayor Parsons:

RE: Trail from Watson's Pond Road to T'Railbed Upgrade

Please accept this letter as a request for the City of Corner Brook to partner with Western Sno-Riders and the Newfoundland and Labrador Snowmobile Federation in a cost share agreement to upgrade the section of trail from Watson's Pond Road to the T'Railbed, a distance of approximately 2.2 kms. This is the last section of trail that needs to be upgraded to accommodate the connection from Lundrigan Drive (Green Tank) to the T'Railway for use by ATV's.


The estimated cost of this project is \$15,000 - \$18,000. I have attached a letter from the NLSF confirming their contribution. I can confirm that WSR have agreed to a maximum contribution of \$6,000 in this regard. Can you confirm The City of Corner Brook's agreement to a maximum contribution of \$6,000.

We trust you will find this to be in order, and if you need any further information, please do not hesitate to contact us. We look forward to working with you in this regard.

Sincerely,

Western Sno-Riders Inc.

Keith Goodyear
 Vice-President

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: RFD 2020-19 Supply of Water Treatment Chemical: Polyaluminum Chloride Coagulant	
Report Information	
Department: Public Works, Water and Wastewater	Attachments:
Prepared By: D. Burden	Council Meeting Date: September 21, 2020

Issue: The current standing offer contract for Polyaluminum Chloride Coagulant has expired.

Background: Public Works, Water, and Wastewater issued a tender for the supply 550 tonnes (per year) of water treatment plant chemical Polyaluminum Chloride Coagulant for a two year period commencing September 2020. The tender closed on September 8, 2020, and all compliant bids are listed below (HST included):

Kemira Water Solutions Canada Inc. \$478,802.50

Proposed Resolution: Be it **RESOLVED** that Corner Brook City Council award the two year standing offer contract to Kemira Water Solutions Canada Inc. for the amount of \$478,802.50 per year (taxes included) for the supply of water treatment plant chemical Polyaluminum Chloride Coagulant.

Recommendation: It is the recommendation of staff to award the two year standing offer contract to Kemira Water Solutions Canada Inc. for the amount of \$478,802.50 per year (taxes included) for the supply of water treatment plant chemical Polyaluminum Chloride Coagulant.

Options:

1. Accept staff's recommendation to purchase the water treatment plant chemical.
2. Reject staff's recommendation to purchase the water treatment plant chemical.
This option will have a negative impact on water treatment process and the quality of water delivered to residents.

Legal Review: *Legal was not required*

Governance Implications: No policy/bylaw implications. No additional bylaws required.

Budget/Financial Implications: \$478,802.50 annually for two years (HST included).

Environmental Implications: There are no environmental implications.



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

Prepared by: D. Burden

Director: D. Burden

City Manager: Rodney Cumby

Date: September 16, 2020

Additional Comments by City Manager:

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: RFD 2020-20 Supply of Water Treatment Chemical: Soda Ash	
Report Information	
Department: Public Works, Water and Wastewater	Attachments:
Prepared By: D. Burden	Council Meeting Date: September 21, 2020

Issue: The current standing offer contract for Soda Ash has expired.

Background: Public Works, Water, and Wastewater issued a tender for the supply 100 tonnes (per year) of water treatment plant chemical Soda Ash for a two year period commencing September 2020. The tender closed on September 8, 2020, and all compliant bids are listed below (HST included):

Univar Solutions \$161,000.00

Quadra Chemicals \$116,150.00

Proposed Resolution: Be it **RESOLVED** that Corner Brook City Council award the two year standing offer contract to Quadra Chemicals for the amount of \$116,150.00 per year (taxes included) for the supply of water treatment plant chemical soda ash.

Recommendation: It is the recommendation of staff to award the two year standing offer contract to Quadra Chemicals for the amount of \$116,150.00 per year (taxes included) for the supply of water treatment plant chemical soda ash.

Options:


1. Accept staff's recommendation to purchase the water treatment plant chemical.
2. Reject staff's recommendation to purchase the water treatment plant chemical. This option will have a negative impact on water treatment process and the quality of water delivered to residents.

Legal Review: *Legal was not required*

Governance Implications: No policy/bylaw implications. No additional bylaws required.

Budget/Financial Implications: \$116,150.00 annually for two years (HST included).

Environmental Implications: There are no environmental implications.

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Prepared by: D. Burden
Director: D. Burden
City Manager: Rodney Cumby
Date: September 16, 2020

Additional Comments by City Manager:

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Confederation Dr./West Valley Rd. Roundabout 2020-25	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments: Tender Submission
Prepared By: Jim Warford	Council Meeting Date: September 16, 2020

Issue: The City of Corner Brook has requested bids for the Construction of the Confederation Drive/West Valley Road Roundabout. Work will include the conversion of the existing signalized intersection to a roundabout. The work includes removal of all traffic signal infrastructure and the installation of new asphalt, storm sewer system, concrete curb and gutter, pavement markings, centre and splitter islands, landscaping, and lighting.

Background: The Confederation Drive/West Valley Road Roundabout is funded under the Canada/ Newfoundland Rural and Northern Communities Infrastructure program and consists of the construction of a new roundabout at the intersection of Confederation Drive and West Valley Road.

Recommendation: Tenders for the Confederation Drive/West Valley Road Roundabout 2020-25 closed on September 15, 2020 with the following three (3) bids received:

Marine Contractors Inc.	\$ 914,537.79 (HST Inc.)
Edward Collins Contracting Ltd.	\$ 941,880.48 (HST Inc.)
West Coast Excavating & Equipment Co. Ltd.	\$1,165,590.55 (HST Inc.)

Tenders were reviewed by staff and recommend awarding to the low bidder Marine Contractors Inc.

Be it resolved that the Council of the City of Corner Brook award the tender to Marine Contractors Inc. for the Tender price of \$914,537.79 (HST Included), for the Confederation Drive/West Valley Road Roundabout 2020-25.

Options:

1. That the Council of the City of Corner Brook award the tender to Marine Contractors Inc. for the Tender price of \$914,537.79 (HST Included), for the Confederation Drive/West Valley Road Roundabout 2020-25.
2. That the Council of the City of Corner Brook not award the tender to Marine Contractors Inc. for the Tender price of \$914,537.79 (HST Included), for the Confederation Drive/West Valley Road Roundabout 2020-25.
3. That the Council of the City of Corner Brook give other direction to Staff.

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

Budget/Financial Implications: Costs covered under the Canada/ Newfoundland Rural and Northern communities funding project 17-RNC-20-00003

Construction Est. \$1,017,083.00

Prepared by: Jim Warford
Director: Darren Charters
City Manager: Rodney Cumby
Date: September 16, 2020

Additional Comments by City Manager:



Suite 301 Terrace on the Square
8 Rowan Street
St. John's, NL, A1B 4J9

Tel: 709.579.6435 ♦ www.harboursideengineering.ca

September 16, 2020

HTC PN: 202024

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

T | 709.637.1626

E | jwarford@cornerbrook.com

Attention | James Warford, P. Eng. - Manager of Engineering Services

Regarding | 17-RNC-20-00003 Tender Results & Recommendation, Confederation Dr/West Valley Rd Roundabout

Mr. Warford,

Harbourside Transportation Consultants (Harbourside) is pleased to provide you with an update regarding the above referenced tender.

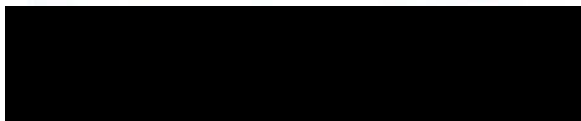
The tender was issued on August 21, 2020 and closed on September 16, 2020 at 12:00pm. Three addenda were issued as a result of questions from potential bidders. Three (3) bids were ultimately received. The results are as follows (HST included), ranked from lowest to highest:

Marine Contractors Inc.	\$ 914,537.79
Edward Collins Contracting Ltd.	\$ 941,880.48
West Coast Excavating & Equipment Company Limited	\$ 1,165,590.55

Harbourside has reviewed the bids and has determined that the low bid, submitted by Marine Contractors Inc., is compliant with respect to the required tender documentation, signatures, bonding, etc.. As such, our recommendation is to award the project to Marine Contractors Inc.. The tender advertisement, report after tender call, completed tender forms and bid bonds are attached for your reference. Also, for your convenience/reference, our pre-tender close opinion of probable cost, which reflects any changes resulting from issued addenda, was \$1,038,628.25 (HST included).

Please review and advise of your decision with respect to contract award. Harbourside is prepared to engage the Contractor immediately following. If you require any additional information, please don't hesitate to let me know.

Sincerely,



Michael MacDonald, P. Eng.
Senior Transportation Engineer, Principal
C | 902.233.9808
E | mmacdonald@harboursideengineering.ca

Attachment(s): Tender Advertisement

Report After Tender Call

Completed Tender Form and Bid Bond – Marine Contractors Inc.

Completed Tender Form and Bid Bond – Edward Collins Contracting Ltd.

Completed Tender Form and Bid Bond – West Coast Excavating & Equipment Company Limited

Tender

Investing in Canada Infrastructure Program

Invitation to Tender

Tenders will be received up to the date and time indicated below for the following project:

Contract# 2020-25 Confederation Drive/West Valley Road Roundabout

DMA Project No.: 17-RNC-20-00003

Purchase Price: \$100 (non-refundable HST included)

Closing Date: September 8, 2020 @ 12:00 NOON

This project is being funded through the Investing in Canada Infrastructure Program.

Plans and specification may be obtained by emailing mroberts@cornerbrook.com or by calling 637-1540; and viewed at the offices of the Newfoundland and Labrador Construction Association. Tenders to be addressed to the Office of the City Clerk, 5 Park Street, Corner Brook, NL A2H 2W8, and submitted on forms and in sealed envelopes provided, clearly marked as to the contents. Tenders will be opened immediately after the tender closing time and will be publicly opened using Zoom.

The Tender Documents shall be read in conjunction with the Department of Municipal Affairs, Master Construction Specifications, latest revision, which may be purchased from the Department of Municipal Affairs, Confederation Building Complex, St. John's, Newfoundland. This publication is available on the Department's web site under Publications at the following link:

https://www.mae.gov.nl.ca/capital_works/specifications.html

This project will consist of, but may not be limited to, the conversion of the existing signalized intersection to a roundabout. The work includes removal of all traffic signal infrastructure and the installation of new asphalt, storm sewer system, concrete curb and gutter, pavement markings, centre and splitter islands, landscaping, and lighting.

Procurement is subject to trade agreements, if applicable.

A Bid Security of 10% will be required.

The Owner does not bind itself to accept the lowest of any tender for the project.

**HONOURABLE DEREK BENNETT
MINISTER OF MUNICIPAL AFFAIRS AND ENVIRONMENT**



OPEN CALL FOR BIDS RECORD

Date:	<u>September 16, 2020</u>	Time:	<u>12:00pm</u>
Location of Opening:	<u>City of Corner Brook</u>	Open Call for Bids	<u>2020-25</u>
Closing Date & Time:	<u>September 16, 2020 at 12:00pm</u>	Reference#:	<u></u>

Public Body Witnesses

We, the undersigned, certify that the open call for bids submissions listed below were received on or before the closing date and time and were opened and recorded in accordance with the approved procurement policies.

Public Body Witnesses

Scott Remo
Erik Neilson

Supplier Representatives in Attendance

Supplier Name: West coast Excavating.

Attendee Name: Marsha Park & Rudy Wells.

Attendee Signature: _____

Supplier Name: Eduard Collins Contracting

Attendee Name: Stacey Burton.

Attendee Signature: _____

Supplier Name: Marine Contractors Inc.

Attendee Name: Mark Hutchingson.

Attendee Signature: _____

Supplier Name: _____

Attendee Name: _____

Attendee Signature: _____

OPEN CALL FOR BIDS RECORD (Continued)

Date:	September 16, 2020	Time:	12:00pm
Location of Opening:	City of Corner Brook	Open Call for Bids	2020-25
Closing Date & Time:	September 16, 2020 at 12:00	Reference #:	

Bid Submissions Received

Supplier Name: West Coast Excavating - \$1,165,590.55

Supplier Name: Edward Collins Contracting Ltd - \$941,880.48

Supplier Name: Marine Contractors Inc. - \$914,637.79.

Supplier Name: _____

Supplier Name: _____

Supplier Name: _____

Supplier Name: _____

Supplier Name: _____

Supplier Name: _____

Supplier Name: _____

Supplier Name: _____

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Supplier Name: _____

Supplier Name: _____

Supplier Name: _____

Supplier Name: _____

Supplier Name: _____



GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FORM
UNIT PRICE CONTRACT

12:08 PM
SEPT. 16, 2020

Tender for: City of Corner Brook
Confederation Drive / West Valley Road Roundabout

To: Deputy Minister
Department of Transportation and Works
c/o Tendering & Contracts, Ground Floor
East Block, Confederation Building
P.O. Box 8700
St. John's, NL, A1B 4J6

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

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

Nine hundred fourteen thousand five hundred thirty seven dollars and seventy nine cents.

(\$ 914,537.79) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes , including HST, in force at this date, except as otherwise provided in the tendering documents.

2. The Work will be substantially performed within 60 working days from the date of notification of award of contract.
3. WE ENCLOSE HERewith if required by the Instructions to Bidders
 - (a) A Bid Bond in an acceptable form and correct amount issued by a company license to carry on such a business in the Province of Newfoundland and Labrador or

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

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

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

- (a) execute the Standard Form of Construction Contract;
 - (b) if specified, furnish the security for the proper completion of the work, the said security, if in the form of bonds, to be issued on an acceptable form;
 - (c) complete substantially all the work included in the contract within the time and under conditions specified.
- 5. WE understand that Performance Bond, Labour and Materials Bond and Insurance as required by the Contract Documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.**
- 6. WE declare that the rates and prices variously set forth in the Schedule of Quantities and Prices (Appendix A) have been correctly computed for the purposed of this Tender and that they include and cover all contingencies and provisional sums and all duties, taxes, and handling charges and all transportation and all other charges.**
- 7. WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, travelling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges.**
- 8. WE understand and agree to list the names of sub-contractors and suppliers whose bids have been used in the preparation of this tender price in the General Conditions. The list will be subject to the approval of the Owner. "By own forces" will be considered valid and satisfactory only if the tenderer is recognized by the Newfoundland and Labrador Construction Association or by the Heavy Civil Association as being a "bona fide" contractor or supplier of that particular trade or item.**

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

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

9. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
10. WE hereby acknowledge receipt of the following addenda:

Addendum No. 1,2,3

Addendum No.

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

SIGNATURE OF TENDERER

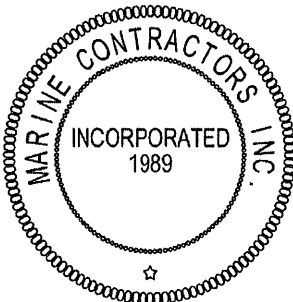
Firm Name: Marine Contractors Inc. _____

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

Postal Code: A2H 6G1 E-Mail: info@marinecontractors.ca _____

Ph #: 709-639-2330 Fax #: 709-686-5237 _____

Corporate Seal



See Attached Schedule of Quantities and Prices

Signing Officer

Signing Officer

Witnessed by

PROJECT: CORNER BROOK - WEST VALLEY ROAD ROUNDABOUT

JOB #: 202024

APPENDIX "A" - QUANTITIES AND PRICES - Revision No. 2

The quantities set out in this schedule are estimated quantities only and are not to be taken as final quantities by the contractor. The unit price bid shall include all labour, plant, materials, overhead, duties, and profit and all other obligations and liabilities under the contract. H.S.T. is to be applied in accordance with SGC 1.0. Totals shall be determined by multiplying the quantity by the tendered unit price.

SECTION	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
REV:	ISSUED FOR TENDER	DATE:	4-Sep-20	APPROVED BY:	BR
	<u>DIVISION #1</u>				
01010	MOBILIZATION & DEMOBILIZATION (Not greater than 5% if on the Island. Or 10% if in Labrador, of Item a. "sub-total" on last page)	LS	1.00	\$ 5,000.00	\$ 5,000.00
01020	CASH ALLOWANCE				
	Public Announcements	Allowance		\$1,500.00	\$1,500.00
	Landscaping (Centre Island and Splitter Islands)	Allowance		\$18,000.00	\$18,000.00
	Miscellaneous Reinstatement	Allowance		\$10,000.00	\$10,000.00
01560	ENVIRONMENTAL REQUIREMENTS				
	Silt Fence	M	130.00	\$ 2.00	\$ 260.00
01570	TRAFFIC REGULATIONS				
	Flagperson's Wages	HOURL	1200.00	\$ 24.00	\$ 28,800.00
	Traffic Control	LS	1.00	\$ 7,500.00	\$ 7,500.00
01582	SIGN & SIGN POST INSTALLATIONS				
	Type C - 1830mm x 610mm (Exit and Central Island Signs)	EACH	4.00	\$ 2,750.00	\$ 11,000.00
	Type F - 4250mm x 2240mm (Map Type Signs)	EACH	3.00	\$ 12,500.00	\$ 37,500.00
	Other Signs (Single Galv. Post)	EACH	15.00	\$ 750.00	\$ 11,250.00
	<u>DIVISION #2</u>				
02070	SITework, DEMOLITION & REMOVAL OF STRUCTURES				
	Removal of Curb and/or Curb & Gutter	M	365.00	\$ 10.00	\$ 3,650.00
	Removal of Signs	EACH	12.00	\$ 100.00	\$ 1,200.00
	Removal of Trees	EACH	12.00	\$ 100.00	\$ 1,200.00
	Removal of Traffic Signals Infrastructure (Bases, Poles, Transformer, Wiring, etc)	LS	1.00	\$ 4,600.00	\$ 4,600.00
02104	LANDSCAPING, SEEDING AND TREE PRESERVATION				
	Supply & Placing Topsoil	M ²	2905.00	\$ 5.50	\$ 15,977.50
	Supply & Placement of Sods	M ²	2905.00	\$ 10.75	\$ 31,228.75
02111	CLEARING & GRUBBING				
	Clearing	HA	0.30	\$ 5,000.00	\$ 1,500.00
	Grubbing	HA	0.30	\$ 5,000.00	\$ 1,500.00
02223	EXCAVATION, TRENCHING & BACKFILLING				
	Main Trench Excavation Common	M ³	500.00	\$ 12.00	\$ 6,000.00

PROJECT: CORNER BROOK - WEST VALLEY ROAD ROUNDABOUT

JOB #: 202024

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SECTION	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
REV:	ISSUED FOR TENDER	DATE:	4-Sep-20	APPROVED BY:	BR
02224	Imported Backfill				
	Common	M ³	400.00	\$ 22.00	\$ 8,800.00
	Granular Pipe Bedding				
	Type 1	M ³	5.00	\$ 34.00	\$ 170.00
	Sand	M ³	100.00	\$ 34.00	\$ 3,400.00
	Supply & Placement of Marking Tape				
	- Plastic Tape	M	500.00	\$ 2.00	\$ 1,000.00
	ROADWAY EXCAVATION, EMBANKMENT & COMPACTION				
	Mass Excavation & Backfill				
	Common	M ³	3205.00	\$ 9.00	\$ 28,845.00
02233	Imported Backfill				
	Rock (100MM Minus)	M ³	50.00	\$ 22.00	\$ 1,100.00
	Common	M ³	400.00	\$ 22.00	\$ 8,800.00
	SELECTED GRANULAR BASE & SUB-BASE MATERIALS				
02233	Class "A" Granular Base	M ³	2064.00	\$ 29.00	\$ 59,856.00
	Class "B" Granular Base	M ³	3612.00	\$ 24.00	\$ 86,688.00
02528	CONCRETE WALK, CURB & GUTTERS				
	Supply & Place Granular Base Material	M ³	55.00	\$ 65.00	\$ 3,575.00
	Concrete Walks (1500x100mm)	M	55.00	\$ 105.00	\$ 5,775.00
	Curb & Gutter	M	575.00	\$ 81.50	\$ 46,862.50
	High Back Curb	M	380.00	\$ 71.50	\$ 27,170.00
	Mountable Curb & Gutter	M	80.00	\$ 131.00	\$ 10,480.00
02547	ASPHALT TACK COAT				
	Supply & Placement of Asphalt Tack Coat	M ²	5250.00	\$ 1.00	\$ 5,250.00
02552	HOT MIX ASPHALT CONCRETE PAVING				
	Asphaltic Concrete				
	Base Course	tonne	722.00	\$ 130.00	\$ 93,860.00
02574	Surface Course	tonne	630.00	\$ 130.00	\$ 81,900.00
	RESHAPING & PATCHING ASPHALT PAVEMENT				
	Removal of Asphalt Pavement	M ²	5165.00	\$ 3.50	\$ 18,077.50
02574	Cold Planing	M ²	235.00	\$ 5.00	\$ 1,175.00
	Cutting of Asphalt Pavement	M	125.00	\$ 10.00	\$ 1,250.00
02580	PAVEMENT MARKING				
	Pavement Marking	LS	1.00	\$ 17,500.00	\$ 17,500.00
	Temporary Markings (PROVISIONAL)	LS	1.00	\$ 5,000.00	\$ 5,000.00



PROJECT: CORNER BROOK - WEST VALLEY ROAD ROUNDABOUT

JOB #: 202024

APPENDIX "A" - QUANTITIES AND PRICES - Revision No. 2

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SECTION	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
REV:	ISSUED FOR TENDER	DATE:	4-Sep-20	APPROVED BY:	BR
02601	MANHOLES, CATCH BASINS, DITCH INLETS & VALVE CHAMBERS Catch Basin Pup (including frame & cover). 375mm Lead, and Connection to Existing Catch Basin	EACH	2.00	\$ 5,000.00	\$ 10,000.00
	Adjust Manhole/Catch Basin Tops	EACH	11.00	\$ 750.00	\$ 8,250.00
02713	WATER MAINS Water Main Insulation (On Existing Pipe)	M	50.00	\$ 73.00	\$ 3,650.00
	Supply & Install Fire Hydrant (incl. all required pipe, fittings and marker)	EACH	1.00	\$ 11,500.00	\$ 11,500.00
	Remove Existing Fire Hydrant & Deliver to City Depot	EACH	1.00	\$ 300.00	\$ 300.00
	Adjust Valve Boxes to Grade	EACH	5.00	\$ 200.00	\$ 1,000.00
DWG E3	LIGHTING AND ELECTRICAL SYSTEM Conduit (PROVISIONAL)	M	450.00	\$ 34.00	\$ 15,300.00
	<u>DIVISION #3</u>				
03300	CAST-IN-PLACE CONCRETE Cast-in-Place Centre Island	M ³	45.00	\$ 690.00	\$ 31,050.00

a) SUB TOTAL \$ 795,250.25

b) H.S.T. 15% \$ 119,287.54

c) GRAND TOTAL \$ 914,537.79
(Carry forward to page 1 of the Tender Form)

DEPT. OF MUNICIPAL AND PROVINCIAL AFFAIRS
Spec Set No. (Found on inside cover of Master Spec.)

N/A



Sovereign General Insurance

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

BID BOND

Standard Construction Document

CCDC 220 – 2002

No. 64037820-43-20

Bond Amount: 10% of Tender Sum

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

WHEREAS, the Principal has submitted a written bid to the Obligee, dated **16TH** day of **SEPTEMBER**, in the year **2020** for

CONFEDERATION DRIVE/WEST VALLEY ROAD ROUNDABOUT

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

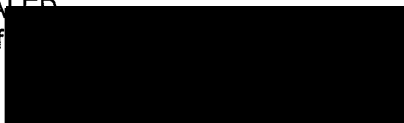
The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

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

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

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated **15TH** day of **SEPTEMBER**, in the year **2020**.

SIGNED and SEALED
in the presence of



MARINE CONTRACTORS INC.



Signature

Daryl Bennett - CEO
Name of person signing

THE SOVEREIGN GENERAL INSURANCE COMPANY



Keith Goodyear, Attorney In Fact



Copyright 2002

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



GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FORM
UNIT PRICE CONTRACT

12:06 PM
SEPT. 16, 2020

Tender for: City of Corner Brook
Confederation Drive / West Valley Road Roundabout

To: Deputy Minister
Department of Transportation and Works
c/o Tendering & Contracts, Ground Floor
East Block, Confederation Building
P.O. Box 8700
St. John's, NL, A1B 4J6

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

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

NINE HUNDRED FORTY ONE THOUSAND / EIGHT HUNDRED
EIGHTY DOLLARS AND FORTY EIGHT CENTS

(\$ 941,880.⁴⁸) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tendering documents.

2. The Work will be substantially performed within 60 working days from the date of notification of award of contract.
3. WE ENCLOSE HERewith if required by the Instructions to Bidders
 - (a) A Bid Bond in an acceptable form and correct amount issued by a company license to carry on such a business in the Province of Newfoundland and Labrador or

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

9. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.

10. WE hereby acknowledge receipt of the following addenda:

Addendum No. 1, 2, 3

Addendum No. _____

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

SIGNATURE OF TENDERER

Firm Name: EDWARD COLLINS CONTRACTING LTD

Address: P.O. Box 51 Jerseyville IL

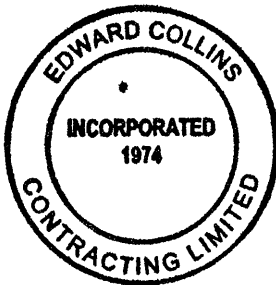
Postal Code: 62650

E-Mail Staceyburton@edwardcollinscontracting.com

Ph # 709-227-9105

Fax # 709-227-3704

Corporate Seal



See Attached Schedule of Quantities and Prices

Signing Officer

Signing Officer

Witnessed by

PROJECT: CORNER BROOK - WEST VALLEY ROAD ROUNDABOUT

JOB #: 202024

APPENDIX "A" - QUANTITIES AND PRICES - Revision No. 2

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SECTION	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
REV:	ISSUED FOR TENDER	DATE:	4-Sep-20	APPROVED BY:	BR
	<u>DIVISION #1</u>				
01010	MOBILIZATION & DEMOBILIZATION (Not greater than 5% if on the Island. Or 10% if in Labrador, of Item a. "sub-total" on last page)	LS	1.00	\$20,000.00	\$20,000.00
01020	CASH ALLOWANCE				
	Public Announcements	Allowance		\$1,500.00	\$1,500.00
	Landscaping (Centre Island and Splitter Islands)	Allowance		\$18,000.00	\$18,000.00
	Miscellaneous Reinstatement	Allowance		\$10,000.00	\$10,000.00
01560	ENVIRONMENTAL REQUIREMENTS				
	Silt Fence	M	130.00	\$1.00	\$130.00
01570	TRAFFIC REGULATIONS				
	Flagperson's Wages	HOURL	1200.00	\$21.00	\$25,200.00
	Traffic Control	LS	1.00	\$500.00	\$500.00
01582	SIGN & SIGN POST INSTALLATIONS				
	Type C - 1830mm x 610mm (Exit and Central Island Signs)	EACH	4.00	\$2,500.00	\$10,000.00
	Type F - 4250mm x 2240mm (Map Type Signs)	EACH	3.00	\$10,000.00	\$30,000.00
	Other Signs (Single Galv. Post)	EACH	15.00	\$300.00	\$4,500.00
	<u>DIVISION #2</u>				
02070	SITWORK, DEMOLITION & REMOVAL OF STRUCTURES				
	Removal of Curb and/or Curb & Gutter	M	365.00	\$10.00	\$3,650.00
	Removal of Signs	EACH	12.00	\$100.00	\$1,200.00
	Removal of Trees	EACH	12.00	\$100.00	\$1,200.00
	Removal of Traffic Signals Infrastructure (Bases, Poles, Transformer, Wiring, etc)	LS	1.00	\$10,000.00	\$10,000.00
02104	LANDSCAPING, SEEDING AND TREE PRESERVATION				
	Supply & Placing Topsoil	M ²	2905.00	\$6.00	\$17,430.00
	Supply & Placement of Sods	M ²	2905.00	\$9.00	\$26,145.00
02111	CLEARING & GRUBBING				
	Clearing	HA	0.30	\$10,000.00	\$3,000.00
	Grubbing	HA	0.30	\$10,000.00	\$3,000.00
02223	EXCAVATION, TRENCHING & BACKFILLING				
	Main Trench Excavation Common	M ³	500.00	\$10.00	\$5,000.00

PROJECT: CORNER BROOK - WEST VALLEY ROAD ROUNDABOUT

JOB #: 202024

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SECTION	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
REV:	ISSUED FOR TENDER	DATE:	4-Sep-20	APPROVED BY:	BR
02224	Imported Backfill Common	M ³	400.00	\$ 20.00	\$ 8,000.00
	Granular Pipe Bedding Type 1	M ³	5.00	\$ 30.00	\$ 150.00
	Sand	M ³	100.00	\$ 25.00	\$ 2,500.00
	Supply & Placement of Marking Tape - Plastic Tape	M	500.00	\$ 2.00	\$ 1,000.00
	ROADWAY EXCAVATION, EMBANKMENT & COMPACTION				
	Mass Excavation & Backfill Common	M ³	3205.00	\$ 10.00	\$ 32,050.00
	Imported Backfill Rock (100MM Minus)	M ³	50.00	\$ 21.00	\$ 1,050.00
	Common	M ³	400.00	\$ 20.00	\$ 8,000.00
	SELECTED GRANULAR BASE & SUB-BASE MATERIALS				
	Class "A" Granular Base	M ³	2064.00	\$ 24.00	\$ 49,536.00
02233	Class "B" Granular Base	M ³	3612.00	\$ 24.00	\$ 86,688.00
	CONCRETE WALK, CURB & GUTTERS				
	Supply & Place Granular Base Material	M ³	55.00	\$ 30.00	\$ 1,650.00
	Concrete Walks (1500x100mm)	M	55.00	\$ 120.00	\$ 6,600.00
	Curb & Gutter	M	575.00	\$ 80.00	\$ 46,000.00
	High Back Curb	M	380.00	\$ 60.00	\$ 22,800.00
	Mountable Curb & Gutter	M	80.00	\$ 100.00	\$ 8,000.00
	ASPHALT TACK COAT				
	Supply & Placement of Asphalt Tack Coat	M ²	5250.00	\$ 0.40	\$ 2,100.00
	HOT MIX ASPHALT CONCRETE PAVING				
02547	Asphaltic Concrete	tonne	722.00	\$ 195.00	\$ 140,790.00
	Base Course	tonne	630.00	\$ 195.00	\$ 122,850.00
	Surface Course				
	RESHAPING & PATCHING ASPHALT PAVEMENT				
	Removal of Asphalt Pavement	M ²	5165.00	\$ 2.00	\$ 10,330.00
	Cold Planing	M ²	235.00	\$ 1.50	\$ 352.50
	Cutting of Asphalt Pavement	M	125.00	\$ 1.00	\$ 125.00
	PAVEMENT MARKING				
	Pavement Marking	LS	1.00	\$ 5000.00	\$ 5,000.00
	Temporary Markings (PROVISIONAL)	LS	1.00	\$ 3000.00	\$ 3,000.00

PROJECT: CORNER BROOK - WEST VALLEY ROAD ROUNDABOUT

JOB #: 202024

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SECTION	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
REV:	ISSUED FOR TENDER	DATE:	4-Sep-20	APPROVED BY:	BR
02601	MANHOLES, CATCH BASINS, DITCH INLETS & VALVE CHAMBERS Catch Basin Pup (including frame & cover). 375mm Lead, and Connection to Existing Catch Basin	EACH	2.00	\$ 5000.00	\$ 10,000.00
	Adjust Manhole/Catch Basin Tops	EACH	11.00	\$ 1000.00	\$ 11,000.00
02713	WATER MAINS Water Main Insulation (On Existing Pipe)	M	50.00	\$ 40.00	\$ 2000.00
	Supply & Install Fire Hydrant (incl. all required pipe, fittings and marker)	EACH	1.00	\$ 5000.00	\$ 5000.00
	Remove Existing Fire Hydrant & Deliver to City Depot	EACH	1.00	\$ 2500.00	\$ 2500.00
	Adjust Valve Boxes to Grade	EACH	5.00	\$ 250.00	\$ 1250.00
DWG E3	LIGHTING AND ELECTRICAL SYSTEM Conduit (PROVISIONAL)	M	450.00	\$ 10.00	\$ 4500.00
	<u>DIVISION #3</u>				
03300	CAST-IN-PLACE CONCRETE Cast-in-Place Centre Island	M ³	45.00	\$ 650.00	\$ 29,250.00

a) SUB TOTAL \$ 819,026.50

b) H.S.T. 15% \$ 122,853.95

c) GRAND TOTAL \$ 941,880.45

(Carry forward to page 1 of the Tender Form)

DEPT. OF MUNICIPAL AND PROVINCIAL AFFAIRS
 Spec Set No. (Found on inside cover of Master Spec.)

382



THE GUARANTEE™

Bond No.: 8027935-54

Bond Amount: 10% OF TENDER AMOUNT

EDWARD COLLINS CONTRACTING LTD. as Principal, hereinafter called the Principal, and **THE GUARANTEE COMPANY OF NORTH AMERICA** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Corner Brook** as Obligee, hereinafter called the Obligee, in the amount of **10% OF TENDER AMOUNT 00/100 Dollars (\$10% OF TENDER)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written tender to the Obligee dated the **8th** day **September** of, **2020**, for

Project: 17-RNC-20-0003 – Confederation Drive / West Valley Road Roundabout

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated **4th** day of **September**, in the year **2020**.

SIGNED and SEALED
in the presence of

Witness as to Principal

Princi

THE GUARANTEE COMPANY OF NORTH AMERICA

Westway 2, 120 Western Parkway, Suite 208, Bedford, Nova Scotia B4B 0V2 | Tel: 902.425.4700 1.800.565.0013 | Fax: 902.425.4702



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GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FORM
UNIT PRICE CONTRACT

12:05 PM
SEPT. 16/20

Tender for: City of Corner Brook
Confederation Drive / West Valley Road Roundabout

To: Deputy Minister
Department of Transportation and Works
c/o Tendering & Contracts, Ground Floor
East Block, Confederation Building
P.O. Box 8700
St. John's, NL, A1B 4J6

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

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

One Million One Hundred Sixty Five Thousand Five
Hundred Ninety Dollars and Fifty Five Cents

(\$ 1,165,590.55) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tendering documents.

2. The Work will be substantially performed within 60 working days from the date of notification of award of contract.
3. WE ENCLOSE HERewith if required by the Instructions to Bidders
 - (a) A Bid Bond in an acceptable form and correct amount issued by a company license to carry on such a business in the Province of Newfoundland and Labrador or

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

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

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

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

5. WE understand that Performance Bond, Labour and Materials Bond and Insurance as required by the Contract Documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.
6. WE declare that the rates and prices variously set forth in the Schedule of Quantities and Prices (Appendix A) have been correctly computed for the purposed of this Tender and that they include and cover all contingencies and provisional sums and all duties, taxes, and handling charges and all transportation and all other charges.
7. WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, travelling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges.
8. WE understand and agree to list the names of sub-contractors and suppliers whose bids have been used in the preparation of this tender price in the General Conditions. The list will be subject to the approval of the Owner. "By own forces" will be considered valid and satisfactory only if the tenderer is recognized by the Newfoundland and Labrador Construction Association or by the Heavy Civil Association as being a "bona fide" contractor or supplier of that particular trade or item.

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

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

9. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
10. WE hereby acknowledge receipt of the following addenda:

Addendum No. 1, 2, 3

Addendum No.

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


SIGNATURE OF TENDERER

Firm Name: West Coast Excavating & Equipment Company Limited

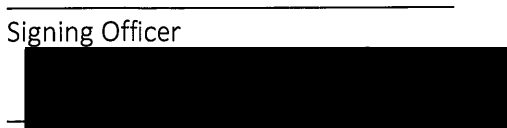
Address: P.O. Box 266, 19 Maple Valley Road, Corner Brook, NL


Postal Code: A2H 6C9 E-Mail wce@nf.aibn.com

Ph # 1-709-639-9423 Fax # 1-709-639-7019


Signing Officer

Corporate Seal


Signing Officer


Witnessed by

See Attached Schedule of Quantities and Prices



PROJECT: CORNER BROOK - WEST VALLEY ROAD ROUNDABOUT

JOB #: 202024

APPENDIX "A" - QUANTITIES AND PRICES - Revision No. 2

The quantities set out in this schedule are estimated quantities only and are not to be taken as final quantities by the contractor. The unit price bid shall include all labour, plant, materials, overhead, duties, and profit and all other obligations and liabilities under the contract. H.S.T. is to be applied in accordance with SGC 1.0. Totals shall be determined by multiplying the quantity by the tendered unit price.

SECTION	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
REV:	ISSUED FOR TENDER	DATE:	4-Sep-20	APPROVED BY:	BR
	<u>DIVISION #1</u>				
01010	MOBILIZATION & DEMOBILIZATION (Not greater than 5% if on the Island. Or 10% if in Labrador, of Item a. "sub-total" on last page)	LS	1.00	\$ 2600. ⁰⁰	\$ 2600. ⁰⁰
01020	CASH ALLOWANCE				
	Public Announcements	Allowance		\$1,500.00	\$1,500.00
	Landscaping (Centre Island and Splitter Islands)	Allowance		\$18,000.00	\$18,000.00
	Miscellaneous Reinstatement	Allowance		\$10,000.00	\$10,000.00
01560	ENVIRONMENTAL REQUIREMENTS				
	Silt Fence	M	130.00	\$ 6. ⁰⁰	\$ 780. ⁰⁰
01570	TRAFFIC REGULATIONS				
	Flagperson's Wages	HOURL	1200.00	\$ 24. ⁰⁰	\$ 28,800. ⁰⁰
	Traffic Control	LS	1.00	\$ 13,300. ⁰⁰	\$ 13,300. ⁰⁰
01582	SIGN & SIGN POST INSTALLATIONS				
	Type C - 1830mm x 610mm (Exit and Central Island Signs)	EACH	4.00	\$ 1850. ⁰⁰	\$ 7400. ⁰⁰
	Type F - 4250mm x 2240mm (Map Type Signs)	EACH	3.00	\$ 32,000	\$ 96,000. ⁰⁰
	Other Signs (Single Galv. Post)	EACH	15.00	\$ 1220. ⁰⁰	\$ 18,300. ⁰⁰
	<u>DIVISION #2</u>				
02070	SITework, DEMOLITION & REMOVAL OF STRUCTURES				
	Removal of Curb and/or Curb & Gutter	M	365.00	\$ 3. ⁰⁰	\$ 1095. ⁰⁰
	Removal of Signs	EACH	12.00	\$ 70. ⁰⁰	\$ 840. ⁰⁰
	Removal of Trees	EACH	12.00	\$ 25. ⁰⁰	\$ 300. ⁰⁰
	Removal of Traffic Signals Infrastructure (Bases, Poles, Transformer, Wiring, etc)	LS	1.00	\$ 15,500. ⁰⁰	\$ 15,500. ⁰⁰
02104	LANDSCAPING, SEEDING AND TREE PRESERVATION				
	Supply & Placing Topsoil	M ³	2905.00	\$ 5. ⁰⁰	\$ 14,525. ⁰⁰
	Supply & Placement of Sods	M ²	2905.00	\$ 10. ⁰⁰	\$ 29,050. ⁰⁰
02111	CLEARING & GRUBBING				
	Clearing	HA	0.30	\$ 1000. ⁰⁰	\$ 300. ⁰⁰
	Grubbing	HA	0.30	\$ 1000. ⁰⁰	\$ 300. ⁰⁰
02223	EXCAVATION, TRENCHING & BACKFILLING				
	Main Trench Excavation				
	Common	M ³	500.00	\$ 25. ⁰⁰	\$ 12,500. ⁰⁰



PROJECT: CORNER BROOK - WEST VALLEY ROAD ROUNDABOUT

JOB #: 202024

APPENDIX "A" - QUANTITIES AND PRICES - Revision No. 2

The quantities set out in this schedule are estimated quantities only and are not to be taken as final quantities by the contractor. The unit price bid shall include all labour, plant, materials, overhead, duties, and profit and all other obligations and liabilities under the contract. H.S.T. is to be applied in accordance with SGC 1.0. Totals shall be determined by multiplying the quantity by the tendered unit price.

SECTION	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
REV:	ISSUED FOR TENDER	DATE:	4-Sep-20	APPROVED BY:	BR
	Imported Backfill	M ³	400.00	\$ 31. ⁰⁰	\$ 12,400. ⁰⁰
	Common	M ³	5.00	\$ 50. ⁰⁰	\$ 250. ⁰⁰
	Granular Pipe Bedding	M ³	100.00	\$ 64. ⁰⁰	\$ 6,400. ⁰⁰
	Type 1				
	Sand				
	Supply & Placement of Marking Tape	M	500.00	\$ 1. ⁰⁰	\$ 500. ⁰⁰
	- Plastic Tape				
02224	ROADWAY EXCAVATION, EMBANKMENT & COMPACTION				
	Mass Excavation & Backfill	M ³	3205.00	\$ 13. ⁰⁰	\$ 41,665. ⁰⁰
	Common				
	Imported Backfill	M ³	50.00	\$ 30. ⁰⁰	\$ 1,500. ⁰⁰
	Rock (100MM Minus)	M ³	400.00	\$ 31. ⁰⁰	\$ 12,400. ⁰⁰
	Common				
02233	SELECTED GRANULAR BASE & SUB-BASE MATERIALS				
	Class "A" Granular Base	M ³	2064.00	\$ 37. ⁰⁰	\$ 76,368. ⁰⁰
	Class "B" Granular Base	M ³	3612.00	\$ 37. ⁰⁰	\$ 133,644. ⁰⁰
02528	CONCRETE WALK, CURB & GUTTERS				
	Supply & Place Granular Base Material	M ³	55.00	\$ 75. ⁰⁰	\$ 4,125. ⁰⁰
	Concrete Walks (1500x100mm)	M	55.00	\$ 155. ⁰⁰	\$ 8,525. ⁰⁰
	Curb & Gutter	M	575.00	\$ 93. ⁰⁰	\$ 53,475. ⁰⁰
	High Back Curb	M	380.00	\$ 67. ⁰⁰	\$ 25,460. ⁰⁰
	Mountable Curb & Gutter	M	80.00	\$ 120. ⁰⁰	\$ 9,600. ⁰⁰
02547	ASPHALT TACK COAT				
	Supply & Placement of Asphalt Tack Coat	M ²	5250.00	\$ 1.20	\$ 6,300. ⁰⁰
02552	HOT MIX ASPHALT CONCRETE PAVING				
	Asphaltic Concrete				
	Base Course	tonne	722.00	\$ 160. ⁰⁰	\$ 115,520. ⁰⁰
	Surface Course	tonne	630.00	\$ 160. ⁰⁰	\$ 100,800. ⁰⁰
02574	RESHAPING & PATCHING ASPHALT PAVEMENT				
	Removal of Asphalt Pavement	M ²	5165.00	\$ 3. ⁰⁰	\$ 15,495. ⁰⁰
	Cold Planing	M ²	235.00	\$ 4. ⁰⁰	\$ 940. ⁰⁰
	Cutting of Asphalt Pavement	M	125.00	\$ 10. ⁰⁰	\$ 1,250. ⁰⁰
02580	PAVEMENT MARKING				
	Pavement Marking	LS	1.00	\$ 18,000. ⁰⁰	\$ 18,000. ⁰⁰
	Temporary Markings (PROVISIONAL)	LS	1.00	\$ 2,500. ⁰⁰	\$ 2,500. ⁰⁰



PROJECT: CORNER BROOK - WEST VALLEY ROAD ROUNDABOUT

JOB #: 202024

APPENDIX "A" - QUANTITIES AND PRICES - Revision No. 2

The quantities set out in this schedule are estimated quantities only and are not to be taken as final quantities by the contractor. The unit price bid shall include all labour, plant, materials, overhead, duties, and profit and all other obligations and liabilities under the contract. H.S.T. is to be applied in accordance with SGC 1.0. Totals shall be determined by multiplying the quantity by the tendered unit price.

SECTION	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
REV:	ISSUED FOR TENDER	DATE:	4-Sep-20	APPROVED BY:	BR
02601	MANHOLES, CATCH BASINS, DITCH INLETS & VALVE CHAMBERS Catch Basin Pup (including frame & cover). 375mm Lead, and Connection to Existing Catch Basin	EACH	2.00	\$ 4200. ⁰⁰	\$ 8400. ⁰⁰
	Adjust Manhole/Catch Basin Tops	EACH	11.00	\$ 300. ⁰⁰	\$ 3300. ⁰⁰
02713	WATER MAINS Water Main Insulation (On Existing Pipe)	M	50.00	\$ 35. ⁰⁰	\$ 1750. ⁰⁰
	Supply & Install Fire Hydrant (incl. all required pipe, fittings and marker)	EACH	1.00	\$ 7500. ⁰⁰	\$ 7500. ⁰⁰
	Remove Existing Fire Hydrant & Deliver to City Depot	EACH	1.00	\$ 250. ⁰⁰	\$ 250. ⁰⁰
	Adjust Valve Boxes to Grade	EACH	5.00	\$ 250. ⁰⁰	\$ 1250. ⁰⁰
DWG E3	LIGHTING AND ELECTRICAL SYSTEM Conduit (PROVISIONAL)	M	450.00	\$ 50. ⁰⁰	\$ 22500. ⁰⁰
	<u>DIVISION #3</u>				
03300	CAST-IN-PLACE CONCRETE Cast-in-Place Centre Island	M ³	45.00	\$ 1120. ⁰⁰	\$ 50,400. ⁰⁰

a) SUB TOTAL \$ 1,013,557.⁰⁰
b) H.S.T. 15% \$ 152,033.⁵⁵
c) GRAND TOTAL \$ 1,165,590.⁵⁵
(Carry forward to page 1 of the Tender Form)

DEPT. OF MUNICIPAL AND PROVINCIAL AFFAIRS
Spec Set No. (Found on inside cover of Master Spec.)

454

BID BOND

Standard Construction Document

CCDC 220 - 2002

No. 69-5723-0023-20

Bond Amount 10% of Tender

WEST COAST EXCAVATING & EQUIPMENT CO. LTD. as Principal, hereinafter called the Principal, and **AVIVA INSURANCE COMPANY OF CANADA** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **CITY OF CORNER BROOK** as Obligee, hereinafter called the Obligee, in the amount of TEN PERCENT (10%) of Tender Price -----00/100 Dollars (10% of Tender) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated 16th, day of **SEPTEMBER**, in the year **2020** for

CONFEDERATION DRIVE / WEST VALLEY ROAD ROUNDABOUT

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 9th, of **SEPTEMBER**, in the year **2020**.

SIGNED and SEALED

in the presence of

**WEST COAST EXCAVATING & EQUIPMENT CO. LTD.**

Signature

Name of person signing

AVIVA INSURANCE COMPANY OF CANADA

Signature

J. Tyrohe Power, AHC, Attorney-in-fact
Name of person signing

A2786



Copyright 2002

Canadian Construction Documents Committee

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



Government of Newfoundland and Labrador
Department of Municipal Affairs and Environment
Office of the Minister

COR/2019/01995

JUL 23 2019

**NOTIFICATION OF PROJECT APPROVAL
Investing in Canada Infrastructure Program**

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

Re: 17-RNC-20-00003 - Confederation/West Valley Roundabout

Dear Mayor Parsons:

I am pleased to advise you funding in support of your application AP-MCW-19128 - Confederation/West Valley Roundabout has been approved as outlined below. This funding is approved on the condition that the Ultimate Recipient is willing and able to meet its share of the costs.

The Ultimate Recipient should note that no additional funds will be approved for this project. Any costs over the amount indicated in this letter will be 100% responsibility of the Ultimate Recipient.

Total Project Cost	GST/HST Rebate	Total Eligible Costs	Federal Contribution	Provincial Contribution	Ultimate Recipient Contribution
			33.34%	33.33%	33.33%
\$ 865,000	\$ 80,588	\$ 784,412	\$ 261,523 (Maximum)	\$ 261,445 (Maximum)	\$ 261,445

The Ultimate Recipient should note that if a project scope is completed at a total cost lower than that approved, the remaining federal and provincial funds may not be used for additional work.

The Municipal Capital Works guidelines attached, require a signed "MUNICIPAL AFFAIRS AND ENVIRONMENT INFRASTRUCTURE AGREEMENT - Investing in Canada Infrastructure Program" within 60 days of the date of this letter. The Ultimate Recipient is also required to acknowledge acceptance or rejection of this funding within 14 days.



This funding has been approved subject to a number of conditions as outlined in the attached guidelines, which apply to the Ultimate Recipient and any agents they have engaged on the project. Particular attention shall be paid to the Department's project delivery timeline policy to ensure that projects are implemented efficiently and effectively.

The Ultimate Recipient will consent to a public announcement of the project by Newfoundland and Labrador and Canada. After official announcement of the project by Newfoundland and Labrador and Canada, the project will be considered to be in the public domain.

The Ultimate Recipient should also be aware that prior to the commencement of any work related to the project, an initial project meeting must be arranged with the Regional Office. Please contact Western Regional Engineer, Chris Power, P. Eng., at 709-637-2491.

The Ultimate Recipient will be required to finance the GST/HST rebate on an interim basis so that final project costs can be paid in a timely manner. All interest related to this interim financing of the GST/HST rebate will be the responsibility of Ultimate Recipient and you must have an approval to borrow for the GST/HST rebate at the time of tendering.

Enclosed please find in duplicate an Agreement between the Department of Municipal Affairs and Environment and the Ultimate Recipient with respect to this project. Upon reviewing the Agreement, please ensure both copies are signed by two officials. The Ultimate Recipient must also provide a resolution (e.g. Minute of Council) to enter into this Agreement. The original signed documents are to be returned to the Infrastructure and Waste Management Division of Municipal Affairs and Environment, attention Manager Canada/NL Infrastructure Programs. A signed copy will be returned to the Ultimate Recipient for their records.



Thank you for your co-operation.

Sincerely,

LISA DEMPSTER, MHA
 Cartwright – L'Anse au Clair
 Minister

/jl

Enc.

cc: Ms. Gudie Hutchings, MP
 Hon. Gerry Byrne, MHA
 Mr. Scott Reid, MHA
 Mr. Eddie Joyce, MHA
 Mr. D. Michielsen, ADM
 Ms. K. Kieley, P. Eng., FEC, Director (A)
 Ms. H. Scott-Walsh, Regional Manager
 Mr. C. Power, P. Eng., Regional Engineer
 Mr. J. O'Leary
 Ms. C. Johnson
 Ms. E. Shea

Roundabout funding
September 17, 2020

	Total	Before HST	HST rebate	HST Cost	Total	33.34% Federal	33.33% Provincial	33.33% City
Approved Funding	865,000.00	752,173.91	80,587.91	32,238.17	784,412.09	261,522.99	261,444.55	261,444.55
Construction Tender	914,537.79	795,250.25	85,203.11	34,084.43	829,334.68			
Engineering	77,435.00	67,334.78	7,214.25	2,885.97	70,220.75			
Inspection	39,916.00	34,709.57	3,718.78	1,487.65	36,197.22			
Project totals	1,031,888.79	897,294.60	96,136.14	38,458.05	935,752.65	261,522.99	261,444.55	412,785.11
Increase (decrease) in funding required						-	-	151,340.56



Roundabout Background Information

Compiled by the Office of the City Manager, Corner Brook (18/09/2020)



Figure 1. Roundabout Intersection Benefits (Louisiana Department of Transportation and Development)

Background: Confederation Drive & West Valley Intersection Redesign

The current configuration of the signalized intersection of Confederation Drive and West Valley Road does not provide signal indications for the Irving Driveway (westbound) approach, which sits in the intersection. This unconventional layout creates safety concerns for vehicles exiting the Irving gas station:

- These vehicles are required to treat the signalized intersection as an unsignalized intersection and wait for a gap in traffic to enter the intersection.
- Signal displays for other approaches are not all clearly visible to vehicles on the Irving approach, therefore motorist may not be able to distinguish which approach is receiving a green indication.

According to the Harbourside report, this intersection requires a complete redesign and is now number 2 on their priority ranking for redevelopment of 20 signalized locations examined.

Redesign Option: Signalized Intersection vs. Unsignalized Roundabout

The intersection requires redesign to address the above listed safety concerns. Two options for this redesign include a (a) signalized intersection, or (b) an unsignalized roundabout intersection.

(a) Signalized Intersection Redesign

The only equipment that can be salvaged at the existing intersection is the Econolite Cobalt controller and cabinet. The following improvements are required and should be incorporated in the new design:

- Relocate the existing controller and cabinet to a new controller pad.
- Install new traffic poles.
- Install preformed inductive loops on the side street approach and the main street exclusive left- turn lanes.
- Remove the overhead wiring and replace with underground electrical conduit.
- Replace all signal heads to 300mm LED displays, new mounting hardware will be required.
- Provide both a primary and secondary signal head for the eastbound approach (West Valley Road).
- Install pedestrian facilities (sidewalks, crosswalks, signal displays and pushbuttons), design the pedestrian facilities to be fully accessible with APS pushbuttons and detectable warning surfaces.
- Geometric modification to narrow the Irving Driveway.
- New phasing to conform to NEMA standards and a new signal timing plan.
- Provide duplicate arrow indications on all approaches with arrow indications. Ensure all arrow indications are flashing arrow indications.

COST: The Class “D” Estimate to upgrade the Confederation Drive/West Valley Road Intersection was \$330,625.00. This estimate does not include property acquisitions, utility pole relocations, topographic survey, construction phase services, or annual maintenance. Keeping in mind that actual costs for the Main/West street signal intersection came in roughly 25% higher than similar estimates, **a more realistic cost for this approach would be \$400,000 to \$425,000.**

(b) Roundabout Intersection Redesign

According to the Harbourside report, a roundabout at the intersection of Confederation Drive and West Valley Road is feasible and offers significant traffic safety, pedestrian safety, and maintenance cost reductions compared to signalized intersections.

COST: The estimated cost of this option (assuming the lowest bid is accepted and including engineering costs already incurred) is \$1,031,888.79 (HST included). However, as the City has been the successful recipient of funding for this project through ICIP, the **actual cost to the City would be \$412,785.11 (HST included)**. This funding is not transferable to any other project.

Staff Recommendation

Based on the benefits and costing of the two options, staff recommend selecting the roundabout intersection redesign and awarding the construction contract to the lowest bidder.



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

Subject Matter: Discretionary Use (Home Based Child Care) – 16 Highland Avenue

Report Information

Department: CEDP

Attachments: Memo, map

Prepared By: J. King

Council Meeting Date: Sept. 21, 2020

Issue:

The City of Corner Brook has received an application requesting permission to operate a home based child care from the dwelling located at 16 Dunbar Avenue which is located in a Residential Low Density Zone.

Background:

A notice was delivered to the residents in the immediate area of 16 Highland Avenue indicating the proposed home based child care. As a result of this notice, two pieces of written correspondence (objections) and one telephone call (support) were received. Parking has been reviewed and sufficient parking is present for the main dwelling, the subsidiary apartment in which the business is proposed to operate in and the home child care. After review of the application and the results of the notice to the residents, the Development & Planning Department is recommending that approval be granted for the requested home based child care subject to a maximum of three (3) children (including the applicant's child) being cared for at one time.

Recommendation:

Staff recommends Option 1 and the following motion be supported:

Be it RESOLVED that the Council of the City of Corner Brook approve the application to operate a home based child care from the dwelling located at 16 Highland Avenue in accordance with Regulation 11 - Discretionary Powers of Authority.

Options:

1. That Council approve the application to operate a home based child care from the dwelling located at 16 Highland Avenue in accordance with Regulation 11 - Discretionary Powers of Authority.
2. That Council not approve the application to operate a home based child care from the dwelling located at 16 Highland Avenue in accordance with Regulation 11 - Discretionary Powers of Authority.
3. That the Council of the City of Corner Brook provides other direction to staff.

Legal Review: N/A



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

Governance Implications: N/A

Budget/Financial Implications: N/A

Environmental Implications: N/A

Communication Strategy:

Notice of the proposed home based child care was delivered to residents in the immediate area of 16 Highland Avenue and posted online on the City of Corner Brook website.

Prepared by: James King	
Director: Darren Charters	
City Manager: Rodney Cumby	
Date: Sept. 15, 2020	

Additional Comments by City Manager:

Memo

To: Manager of Development & Planning

Fr: Development Inspector I

Subject: 16 Highland Avenue- Home Based Child Care

Date: September 15, 2020

The City of Corner Brook has received an application to operate a home based child care from the dwelling located at 16 Highland Avenue which is located in a Residential Low Density Zone.

A home based child care is a "Discretionary Use" of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 16 Highland Avenue indicating the above mentioned request. As a result of this notice, the City received two pieces of written correspondence (objections) and one telephone call (support).

The nature of the objections deal with the fact that property owners purchased their property as Highland Avenue is a quiet street and they feel that allowing a home based child care would increase traffic on the street. It was also pointed out that as there are no sidewalks on the narrow street and walkers can face challenges especially in the winter time. By allowing the home child care, one resident feels that it may add to the danger. Furthermore, it was brought to the City's attention that as the properties fall within a Low Density Zone, their properties were assessed at a higher rate and feel that the current zoning of the property will not mean as much if the City allows apartments and businesses on this street.

A site inspection by City staff has revealed that there is sufficient parking at this location for the existing single dwelling unit, the subsidiary apartment and the proposed home based child care.

After review of the application, it is proposed that this home child care will consist of the applicant's own child as well as two (2) more children for a total of three children. Considering the fact that there will be a total of up to two extra vehicles on this street for the drop off and pickup of the children, one has to consider the overall impact of the extra traffic on the street which could be considered a low volume. As for the overall impact of allowing a home child care on this street and its effect on property values, I cannot speak to this as assessed property values are determined by an outside agency. In any event, I feel this matter should be considered at the next meeting of Corner Brook City Council for a decision.

Should you require further information, please contact me at your convenience.



James King, CET, CPT
Development Inspector I



REQUEST FOR DECISION

SUBJECT: CONFIRMATION OF ORDER

DESCRIPTION: Confirmation of Orders 2020-02 & 2020-03

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

Order #	Date of Issue	Civic Address	Violation/Section	Order
2020-02	September 11, 2020	50 Station Road	Section 8 of the City of Corner Brook Development Regulations	Order
2020-03	September 11, 2020	50 Station Road	Occupancy and Maintenance Regulations under the Urban and Rural Planning Act	Order

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

PROPOSED MOTION:

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

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation:

Staff is recommending that this order be confirmed by council.

Legislative Authority:

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

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document: Order Numbers 2020-02 & 2020-03

Submitted by: [REDACTED]

Date: September 11/20

Reviewed by: [REDACTED]

Date: Sept 15/2020

Last update: 2015-03-13

W:\Work\Development & Planning\Community Services\Orders-

Directives 2020\Confirmation\Confirmation of Orders 2020-02 & 2020-03.docx



2020-03

ORDER

50 Station Road
 Corner Brook, NL
 A2H 1A4

WHEREAS you are identified as the owner of the property located at 50 Station Road, Corner Brook, NL; (hereinafter called "the Property");

AND WHEREAS contrary to the following standards of the Occupancy and Maintenance Regulations under the Urban and Rural Planning Act (hereinafter called "the Regulations") and of the City of Corner Brook;

- Section 5 which states "All properties in the areas listed in the Schedule including land, buildings, structures, dwellings, fences, sheds, garages, parking lots, driveways, landscaping and all appurtenances shall be maintained in a state of good condition and repair in accordance with the standards set out in these regulations and as otherwise ordered by the enforcement authority.";
- Section 7 which states "All occupied land shall be provided with adequate surface water drainage over the whole area of the property to prevent ponding and to prevent run-off to adjacent properties with suitable arrangements for the disposal of surface water without eroding or flooding."; and
- Section 36(1) which states "Land shall be protected by suitable ground cover which prevents erosion of the soil."

the Property has a large amount of debris that has been there for quite some time, including a partially constructed wooden trailer and a vinyl temporary structure; the Property has been excavated for quite some time and has been affecting the drainage pattern of the land as to allow water to run-off onto adjacent property; and the Property is not protected by suitable ground cover which prevents the erosion of soil.

YOU ARE HEREBY ORDERED under Section 42 (1) of the Regulations to undertake work to make the Property conform to the standards of the Regulations and the City of Corner Brook by removing all debris on the Property and maintaining the Property in a neat and tidy condition; fill in all open excavations on the Property to a condition which existed prior to excavation of the Property which will return the Property to its natural drainage pattern; and protect the Property with suitable ground cover (grass/sod) which prevents the erosion of soil on the Property. These items are to be completed by no later than October 2, 2020.

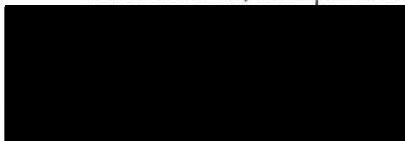
An Inspection of the Property will be carried out by the City of Corner Brook on October 5, 2020 to determine if you have complied with this Order.

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

You have the right to appeal this Order within fourteen (14) days of its receipt by completing and submitting the attached appeal form, the appeal fee of \$230 (\$200+HST) and supporting documentation to:

West Newfoundland Regional Appeal Board
4th Floor (West Block)
Confederation Building
P.O. Box 8700
St. John's, NL A1B 4J6

Dated at the City of Corner Brook, this 11th day of September, 2020 A.D.



City Clerk
City of Corner Brook



2020-02

ORDER

50 Station Road
 Corner Brook, NL
 A2H 1A4

WHEREAS you are identified as the owner of the property located at 50 Station Road, Corner Brook, NL; (hereinafter called "the Property");

WHEREAS the City of Corner Brook has concluded that you have erected an accessory building (temporary shelter) on the Property;

AND WHEREAS no permit has been issued for the erection of such accessory building at this location, as required by Section 8 of the City of Corner Brook Development Regulations;

YOU ARE HEREBY ORDERED under Section 102 of the Urban and Rural Planning Act to remove the accessory building that has been erected on the Property within seven (7) days from the date of this ORDER.

An inspection of the Property will be carried out by the City of Corner Brook on September 21, 2020 to determine if you have complied with this Order.

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

You have the right to appeal this Order within fourteen (14) days of its receipt by completing and submitting the attached appeal form, the appeal fee of \$230 (\$200+HST) and supporting documentation to:

West Newfoundland Regional Appeal Board
 4th Floor (West Block)
 Confederation Building
 P.O. Box 8700
 St. John's, NL A1B 4J6

Dated at the City of Corner Brook, this 11th day of September, 2020 A.D.

City Clerk
 City of Corner Brook



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

Subject Matter: Combined Sewer Separation Phase 3 – Change Order No. 16

Report Information

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

Attachments: Change Order No. 16

Prepared By: Jim Warford

**Council Meeting Date: September
16/20**

Issue: Engineering Cost credited for 14 additional working days on approved change order No's. 1, 2(R1), 5(R1), 6(R1), 7 and 12, up to August 14, 2020.

Background: During the work, the allotted engineering time went over and the contractor was charged for that time accordingly. Those amounts were deducted from the monthly contractor payment for the days that the work was over. In the meantime, over this period there were a number of change orders that were in dispute. In a change order situation the contractor can be eligible for time credit if the extra work was determined to impact the schedule. The outstanding change orders have now have been resolved resulting in additional days being credited back to the contractor for the extra time required to perform the change order work. As the days are credited back the contractor is paid to offset what was deducted earlier

Recommendation: Approve the change order between (City of Corner Brook) and Contractor (Bulldog Contracting Ltd.) for Combined Sewer Separation Phase 3.

Be it resolved that the Council of the City of Corner Brook approve the change order between (City of Corner Brook) and Contractor (Bulldog Contracting Ltd.) for Combined Sewer Separation Phase 3 in the amount of \$42,623.80 (HST Included)

Options:

1. That the Council of the City of Corner Brook execute the change order between (City of Corner Brook) and Contractor (Bulldog Contracting Ltd.)
2. That the Council of the City of Corner Brook not execute the change order between (City of Corner Brook) and Contractor (Bulldog Contracting Ltd.)
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review: NA

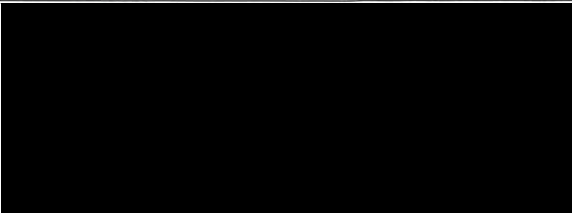
Governance Implications:

Budget/Financial Implications: 17-CWWF-17-00125

Environmental Implications: NA



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

Prepared by: Jim Warford		
Director: Darren Charters		
City Manager: Rodney Cumby		
Date: September 14, 2020		

Additional Comments by City Manager:

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

Page 1 of 2

Form #5

March 2016

PROJECT NAME: City of Corner Brook
Combined Sewer Separation, Phase 3 **PROJECT NO.:** 17-CWWF-17-00125

CONTRACTOR: Bulldog Contracting Ltd.

CHANGE ORDER NUMBER: 16 **DATE:** August 18, 2020

.1 NOTICE

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

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

.3 DESCRIPTION OF CHANGE

Engineering cost credit for approved additional working days. See attached.

.4 EFFECT OF CHANGE ON CONTRACT

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

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

WORKING DAYS: _____ REVISED COMPLETION DATE: _____

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

() No Change

(✓) Addition to Contract including GST payable by the Owner \$ 47,623.80

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

CONTRACTOR:

(Signature)

Authorized Contract Amount \$ 3,573,615.57

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

Page 2 of 2

Form #5

March 2016

Previous Change Orders	\$	- 62,958.10
This Change Order	\$	47,623.80
New Approved Contract Amount	\$	3,558,281.27

.5 AUTHORIZATION TO PROCEED

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

DATE: August 18, 2020

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.

CHANGE ORDER NO. 16

Additional engineering costs reversed based on 14 additional working days on approved Change Order Nos. 1, 2(R1), 5(R1), 6(R1), 7 and 12, up to August 14, 2020.

Engineering fees per day =	\$ 3,401.70
Additional approved days this CO =	14 days
Additional approved days to date =	14 days
Engineering fees credited this CO=	\$47,623.80
Engineering fees credited to date:	\$47,623.80

HST is included in the above



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

Subject Matter: Combined Sewer Separation Phase 3 – Change Order No. 18

Report Information

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

Attachments: Change Order No. 18

Prepared By: Jim Warford

**Council Meeting Date: September
16/20**

Issue: Supply and installation of a cast-in-place manhole with 10 additional working days.

Background: During the construction on Park Street/West Valley Road Combined Sewer Separation it was required to install a cast-in-place manhole. This manhole connected the new sanitary sewer system to the existing system. This eliminated the need for extended pumping of sanitary sewer across the lawn adjacent the Western Star to a manhole in West Street where traffic would have been required to be impeded.

Recommendation: Approve the change order between (City of Corner Brook) and Contractor (Bulldog Contracting Ltd.) for Combined Sewer Separation Phase 3.

Be it resolved that the Council of the City of Corner Brook approve the change order between (City of Corner Brook) and Contractor (Bulldog Contracting Ltd.) for Combined Sewer Separation Phase 3 in the amount of \$22,514.47 (HST Included)

Options:

1. That the Council of the City of Corner Brook execute the change order between (City of Corner Brook) and Contractor (Bulldog Contracting Ltd.)
2. That the Council of the City of Corner Brook not execute the change order between (City of Corner Brook) and Contractor (Bulldog Contracting Ltd.)
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review: NA

Governance Implications:

Budget/Financial Implications: 17-CWWF-17-00125

Environmental Implications: NA



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

Prepared by: Jim Warford

Director: Darren Charters

City Manager: Rodney Cumby

Date: September 16, 2020

Additional Comments by City Manager:

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

Page 1 of 2

Form #5

March 2016

PROJECT NAME: City of Corner Brook
Combined Sewer Separation, Phase 3 **PROJECT NO.:** 17-CWWF-17-00125
CONTRACTOR: Bulldog Contracting Ltd.
CHANGE ORDER NUMBER: 18 **DATE:** July 8, 2020

.1 NOTICE

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

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

.3 DESCRIPTION OF CHANGE

Cast-in-Place Manhole No. 5863S. (See attached).

.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: 10 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 \$ 22,514.47

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

CONTRACTOR: 

(Signature)

Authorized Contract Amount \$ 3,573,615.57

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

Page 2 of 2

Form #5

March 2016

Previous Change Orders	\$ - 14,605.28
This Change Order	\$ 22,514.47
New Approved Contract Amount	\$ 3,581,524.76

.5 AUTHORIZATION TO PROCEED

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

DATE: Sept. 11, 2020CONSULTANT: 

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.

Change Order No. 18

CCO #17

Cast In Place Manhole

Quantity:	Description:	Each:	Total:
1	Supply and place reinforced concrete	\$ 6,500.00	\$ 6,500.00
1	Excavation/ Backfilling		U.P
1	Break into existing sewer and rebench		U.P
1	Precast MH section installed	\$ 2,900.00	\$ 2,900.00
1	MH frame and cover installed	\$ 1,300.00	\$ 1,300.00
1	Supervision, design and layout	\$ 5,480.00	\$ 5,480.00
Total:			\$ 16,180.00
10% Overhead:			\$ 1,618.00
Total:			\$ 17,798.00
10% Profit:			\$ 1,779.80
Subtotal:			\$ 19,577.80
HST:			\$ 2,936.67
Total:			\$ 22,514.47
Increase in working days:		10	



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

Subject Matter: Combined Sewer Separation Phase 3 – Change Order No. 55

Report Information

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

Attachments: Change Order No. 55

Prepared By: Jim Warford

**Council Meeting Date: September 16,
2020**

Issue: Engineering Costs associated with the schedule overrun for from December 31, 2019 to July 29, 2020.

Background: During the work, the allotted engineering time went over and the contractor is charged for that time accordingly. Those amounts were deducted from the monthly contractor payment for the days that the work was over. Engineering and Project management costs are based on a one hundred and thirty (130) day construction schedule. This Change Order covers the additional costs from December 31, 2019 to July 29, 2020.

Recommendation: Approve the change order between (City of Corner Brook) and Contractor (Bulldog Contracting Ltd.) for Combined Sewer Separation Phase 3.

Be it resolved that the Council of the City of Corner Brook approve the change order between (City of Corner Brook) and Contractor (Bulldog Contracting Ltd.) for Combined Sewer Separation Phase 3 in the amount of -\$34,763.76 (HST Included)

Options:

1. That the Council of the City of Corner Brook execute the change order between (City of Corner Brook) and Contractor (Bulldog Contracting Ltd.)
2. That the Council of the City of Corner Brook not execute the change order between (City of Corner Brook) and Contractor (Bulldog Contracting Ltd.)
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review: NA


Governance Implications:

Budget/Financial Implications: 17-CWWF-17-00125

Environmental Implications: NA



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

Prepared by: Jim Warford		
Director: Darren Charters		
City Manager: Rodney Cumby		
Date: September 15, 2020		

Additional Comments by City Manager:

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

Page 1 of 2

Form #5

March 2016

PROJECT NAME: City of Corner Brook
Combined Sewer Separation, Phase 3 **PROJECT NO.:** 17-CWWF-17-00125
CONTRACTOR: Bulldog Contracting Ltd.
CHANGE ORDER NUMBER: 55 **DATE:** July 27, 2020

.1 NOTICE

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

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

.3

DESCRIPTION OF CHANGE

Engineering costs associated with the schedule overrun from December 31, 2019 to July 29, 2020. See attached.

.4 EFFECT OF CHANGE ON CONTRACT

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

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

WORKING DAYS: _____ REVISED COMPLETION DATE: _____

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

() No Change

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

(x) Deduction from Contract including GST payable by the Owner \$ 34,763.76

CONTRACTOR: _____
(Signature)

Authorized Contract Amount \$ 3,573,615.57

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

Page 2 of 2

Form #5

March 2016

Previous Change Orders	\$ 113,435.40
This Change Order	\$ - 34,763.76
New Approved Contract Amount	\$ 3,652,287.21

.5 AUTHORIZATION TO PROCEED

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

DATE: Sept. 11, 2020

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.

CHANGE ORDER NO. 55

Engineering and Project Management costs are based on a one hundred and thirty (130) day construction schedule. This CO covers the additional engineering costs from December 31, 2019 to July 29, 2020.

Project Management =	\$ 29,966.50
Contract Admin =	\$
Resident Site Services =	\$
Expenses =	\$ 262.86

<u>Subtotal</u>	<u>\$ 30,229.36</u>
<u>HST</u>	<u>\$ 4,534.40</u>
<u>Total</u>	<u>\$ 34,763.76</u>



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

Subject Matter: Sanitary Sewer Capacity Analysis and Upgrades – Mt. Bernard Avenue

Report Information

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

Attachments: PCA

Prepared By: James Warford

**Council Meeting Date: September 21,
2020**

Issue: This RFD is intended to address the approval of the Prime Consultant Agreement for Sanitary Sewer Capacity Analysis and Upgrades at Mount Bernard Avenue which had been approved at the September 2, 2020 Council in Committee meeting minute No. CC20-061.

Background: The project goal is to assess the available and future required capacity of a trunk sewer and downstream infrastructure on Mt. Bernard Avenue in sufficient detail to develop viable preliminary design options. Upgrades may be required to accommodate additional wastewater loading from the new Corner Brook Acute Care Hospital.

Recommendation: Staff recommend Option 1, that the Council of the City of Corner Brook approve the Prime Consultant Agreement from CBCL Limited in the amount of \$97,980.00 (HST Included), for consulting services related to the Sanitary Sewer Capacity Analysis and Upgrades at Mount Bernard Avenue and that the following motion be supported:

Be it resolved that the Council of the City of Corner Brook approve the Prime Consultant Agreement from CBCL Limited in the amount of \$97,980.00 (HST Included), for consulting services related to the Sanitary Sewer Capacity Analysis and Upgrades at Mount Bernard Avenue

Options:

1. That the Council of the City of Corner Brook approve the Prime Consultant Agreement from CBCL Limited in the amount of \$97,980.00 (HST Included), for consulting services related to the Sanitary Sewer Capacity Analysis and Upgrades at Mount Bernard Avenue
2. That the Council of the City of Corner Brook not execute the Prime Consultant Agreement from CBCL Limited in the amount of \$97,980.00 (HST Included), for consulting services related to the Sanitary Sewer Capacity Analysis and Upgrades at Mount Bernard Avenue
3. That the council of the City of Corner Brook give other direction to staff.

Legal Review: NA

Governance Implications:

Budget/Financial Implications: \$100,000.00

Environmental Implications: NA



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

Prepared by: Jim Warford

Director: Darren Charters

City Manager: Rodney Cumby

Date: September 18, 2020

Additional Comments by City Manager:

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND PRIME CONSULTANT

City of Corner Brook Sanitary Sewer Capacity Analysis and
Upgrades - Mt. Bernard Avenue.

CBCL Limited

Project No.: 203060.00

DMA Project No.:

Funding Program:

AGREEMENT

THIS AGREEMENT made at **City of Corner Brook**,
in the Province of Newfoundland and Labrador, on this day of **Sep 16, 2020**.

BETWEEN:

City of Corner Brook
(**"The Client"**)

AND:

CBCL Limited
(**"The Prime Consultant"**)

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

I. Definitions

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

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

II. The Prime Consultant's Work

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

III. **Entire Agreement**

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

IV. **Representations and Warranties**

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

V. **Conflict Between Provisions**

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

VI. **Start and Completion Date**

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

Start Date:	Oct 1, 2020
Completion Date:	May 14, 2021

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

CBCL Limited



Signing Officer



Witness or Signing Officer

September 16, 2020

Date

September 16, 2020

Date

SCHEDULE "A"

SCOPE OF WORK

BETWEEN PRIME CONSULTANT AND CLIENT

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

PART 1 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

PART 2 **RESPONSIBILITIES**

2.1 PRIME CONSULTANT

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

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

2.2 CLIENT'S RESPONSIBILITIES

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

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

PART 3 GENERAL REQUIREMENTS

3.1 STAFF

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

3.2 SCHEDULE

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

3.3 COST CONTROL

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

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

3.4 CHANGES AND ADJUSTMENT

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

3.5 ERRORS AND OMISSIONS

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

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 includes the analysis of a trunk sewer and related infrastructure to assess capacity to receive additional wastewater.
- Goal:** The project goal is to assess the available and future required capacity of a trunk sewer and downstream infrastructure on Mt. Bernard Avenue in sufficient detail to develop viable preliminary design options. Upgrades may be required to accommodate additional wastewater loading from the new Corner Brook Acute Care Hospital.
- Scope of Work:** The scope of work includes:
- Assessment of existing infrastructure;
 - Flow metering of existing dry weather and wet weather flows in the trunk sewer to accurately determine existing and available capacity;
 - Determination of future average and peak wastewater flows generated by the Acute Care Hospital ;
 - Modelling of system hydraulics;
 - Assessment of cost effective, alternative system upgrades;
 - Preliminary engineering design and cost estimates of the recommended upgrade
- Deliverables:** Updated hydraulic model, design report, including technical analysis, preliminary design drawings and cost opinions;

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

• Basic Services		
• Preliminary Engineering	\$	74,200
• 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	\$	6,000
TOTAL BASIC AND OTHER SERVICE FEES	\$	80,200
TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE		
(From Schedule III)	\$	5,000
TOTAL SERVICE FEE (Less HST)	\$	85,200
(Total Schedules II + III)		
HST	\$	12,780
TOTAL SERVICE FEE (Including HST)	\$	97,980

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	\$	
• CBCL Flow Measurement Equipment	\$	5,000
• Enter Description	\$	
		<hr/>
TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES	\$	5,000

SCHEDULE II
(Buildings & Treatment Facilities)

BASIC AND OTHER ADDITIONAL SERVICES FEES

• Programming Advisory Services	\$
• Basic Services	
• Concept Design	\$
• Design Development	\$
• Contract Documents	\$
• Proposal/Tendering & Contract Award	\$
• Contract Administration	\$
• Project Completion Phase and Project Record Drawings	\$
• Other Additional Services:	
• Commissioning	\$
◦ Enter Description	\$
◦ Enter Description	\$
• Resident Services during Construction	\$
◦ Enter Description	\$
◦ Enter Description	\$
• Design Services - Segregated Construction Contracts	\$
• Construction Management - Multiple Contracts	\$
• Prime Consultant Project Expenses for Above Services	\$
<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
(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

Kickoff - Oct 1, 2020

Background and Capacity Assessment - Oct 1/2020 - Dec 15/2020

Evaluation of alternative upgrades - Nov 30/2020 - Feb 28/2021

Water Model - Dec 1/2020 - Mar 30/2021

Preliminary design and cost estimates - Jan 1/2021 - Apr 30/2021

Final Report - May 15/2021

SCHEDULE V
OTHER GENERAL REQUIREMENTS

Attach the following:

- List of proposed Sub-Consultants
- Organization Chart
- List of Key Staff and per diem rates
- List of assigned staff and per diem rates
- Identification of number of person site visits and costs per site visit.
- CBCL proposal including above items
- Enter Description

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-five thousand, two hundred dollars

(\$ 85,200) (plus HST) in accordance with the following payment schedule:

(i) Schedule II

Payment Option #2 ☐ Selected Option

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

(i) Person / Professional Designation - Hourly Rate

Payment Option #3 ☐ Selected Option

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

1.2 Reimbursement of Expenses

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

Reimbursement Option A ☐ Selected Option

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

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

(i) Enter Specific Reimbursible Items

Reimbursement Option B ☒ Selected Option

The Client shall only be responsible for the following reimbursable expenses, payable at cost, provided the Prime Consultant can demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement. This amount is estimated at \$ 6,000 and must be included in Schedule II on the line entitled "Prime Consultant Project Expenses for Above Services".

- (i) - Disbursements at 6% of incurred professional fees in lieu of office charges (e.g. telephone, courier, CAD, printing & duplicating).
- Direct travel costs including airfare, car rental, lodging, accommodations, meals and gas.

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 ninety-seven thousand, nine hundred & eighty dollars

(\$ 97,980).
- (b) The Prime Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Prime Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).
- (c) The Parties agree and confirm that as set out in section 25(6) of the *Financial Administration Act*, RSNL 1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.
- (d) Payment will be made within 60 calendar days of receipt of a properly documented invoice. The Client shall within thirty (30) days of the execution of this Agreement should the Prime Consultant request the same provide direction to the Prime Consultant as to what constitutes a properly documented invoice.
- (e) All invoices shall clearly show the amount of HST billed by the Prime Consultant as a separate item.

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

Article - 2. INFORMATION SUPPLIED BY THE CLIENT

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

Article - 3. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

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

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

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

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

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

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

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

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

Article - 4. EMPLOYEES OF THE PRIME CONSULTANT

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

Article - 5. ACCESS TO FACILITIES

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

Article - 6. RECORDS AND AUDIT

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

Article - 7. TERMINATION

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

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

Article - 8. NOTICES

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

For the Client:

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

Phone: (709) 637 - 1626

Fax: () -

Email: jwarford@cornerbrook.com

For the Prime Consultant:

Tim McCluskey P.Eng
 14 King Street, suite 420
 PO BOX 20040
 Saint John, NB
 Canada E2L 1G2

Phone: (902) 492 - 6753

Fax: () -

Email: timmc@cbcl.ca

- 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.

Table 1 - Engineering Fee Schedule

TASK	Peer Review	Project Manager	Design Lead	Designer	Modeller	Field Tech.	CAD	Tech. 1	Clerical	Labourer		Task Hours
BASIC SERVICES												
Pre-Design Services												
P1 Project Setup	3	10										0
P2 Project Initiation Meeting	2	15	10									13
P3 Gather Existing Conditions Info from Client		10	15			9						27
P4 Arrange Meter Installation		10	20			20						34
P5 Conduct Field Program & Surveys						20						50
P6 Flow Analysis	5	5	10		15							20
P7 Model Pipe Network and Calibration				15	10							35
P8 Technical Review Committee preparation and Meeting	2	15	20						2			25
P9 Prepare Concept Designs	3	15	20	20	20		16					39
P10 Prepare Opinions of Probable Cost			10	20								94
P11 Design Memo	5	10		20					2			30
P12 Preliminary Design	10	20	25	30	40		35					37
P13 Preliminary Design Cost Estimates			10	10								
P14 Preliminary Design Report	10	10	10									
Total Hours	40	120	150	115	85	49	51	0	4	0	0	0
Rate/Hr	\$ 185.00	\$ 150.00	\$ 125.00	\$ 90.00	\$ 125.00	\$ 85.00	\$ 90.00		\$ 80.00			614
Pre-Design Fee	\$ 7,400.00	\$ 18,000.00	\$18,750.00	\$10,350.00	\$10,625.00	\$ 4,165.00	\$ 4,590.00	\$ -	\$ 320.00	\$ -	\$ -	\$ 74,200.00
	6.5%	19.5%	24.4%	18.7%	14%	8%	8%	0%	1%	100%		

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City of Corner Brook

Project: 203060

Table 2 - Engineering Expenses Schedule

Task Description	Description of Expense	# Packages	# Sheets	Rate/Sheet	# Drawings	Rate/Dwg	Sub-total	Total
Printing								
Approval Package	Printing / Production	1	20	\$ 0.50	3	\$ 10.00	\$ 40.00	
Tender Package							\$ -	
Construction Package							\$ -	
As-Built Drawing Package							\$ -	
Other :	General Printing / production	8	20	0.5	4	\$ 10.00	\$ 400.00	
PCA							\$ -	
Contract Documents For Signing							\$ -	
							\$ -	
Total Printing Expenses							\$ 440.00	\$ 440.00
Tender Advertisement								
Through TW					# Ads	Rate/Ad	Subtotal	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
Total Tender Advertisement Expenses							\$ -	\$ -
Mileage Expenses								
Pre-Design/ Design					kms	Rate/km	Subtotal	
General Administration						\$ -	\$ -	
Residential Administration						\$ -	\$ -	
Other :						\$ -	\$ -	
As-Built Survey						\$ -	\$ -	
							\$ -	
Total Mileage Expenses							\$ -	\$ -
Meal Expenses (per Treasury Board rates)								
Pre-Design/ Design					Unit	Rate/Meal	Subtotal	
General Administration					10	\$ 38.00	\$ 380.00	
Residential Administration							\$ -	
Other :							\$ -	
Initial Survey							\$ -	
As-Built Survey							\$ -	
Total Meal Expenses							\$ 380.00	\$ 380.00

Engineering Services – Sanitary Sewer Capacity Analysis and Upgrades – Mt. Bernard Avenue

Technical Proposal



7 August, 2020

Mr. Erik Neilson
Supervisor of Engineering Services (W&S)
City of Corner Brook
P.O. Box 1080
Corner Brook, NL
A2H 6E1

Dear Mr. Neilson:

RE: Proposal for Sanitary Sewer Capacity Analysis and Upgrades

The City of Corner Brook's ongoing commitment to investigate strategic opportunities to upgrade municipal infrastructure has you well positioned to continue to grow as the regional hub.

Our role as the Owners Technical Advisor for the Corner Brook Acute Care Hospital has highlighted a potential issue as it relates to servicing of the new facility. Having collaborated with the City of Corner Brook in developing the Wastewater Strategic Plan, we understand that there is limited capacity in the sewers downstream of the proposed tie-in point for the Corner Brook Hospital. Specifically, the combined sewers on Mt. Bernard Avenue have known capacity limitations. The expected sanitary discharge from the hospital has the potential to magnify problems in this area.

We are well positioned to assist you in determining the most feasible design to alleviate capacity limitations in municipal system along Mt. Bernard Avenue, as well as in downstream sewers and pumping stations that may be impacted by the additional flows from the Acute Care Hospital.

The proposed team for this project has extensive experience working on design of sewer separation, and have been selected based on their past experience and familiarity with the City of Corner Brook system.



CBCL Limited's success depends on the success of your project. We are committed to making this project a success for the City of Corner Brook. Should the City of Corner Brook feel that there is value in what we have presented, we would be pleased to discuss any elements of our proposal with you in detail.

Sincerely,

CBCL Limited

Prepared by:

Tim McCluskey, P.Eng.

Group Lead, Municipal, Saint John

Direct: (506) 633-6650

E-Mail: timmc@cbcl.ca

Reviewed by:

Mike Chaulk, M.A.Sc., P.Eng.

Manager, Process

Project No: 600522.00

This document was prepared for the party indicated herein. The material and information in the document reflects CBCL Limited's opinion and best judgment based on the information available at the time of preparation. Any use of this document or reliance on its content by third parties is the responsibility of the third party. CBCL Limited accepts no responsibility for any damages suffered as a result of third party use of this document.

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Chapter 1 Introduction

1.1 Introduction

The wastewater system downstream of the location where the new Acute Care Hospital will connect is currently at, or over the intended design capacity in several areas. The services CBCL Limited (CBCL) propose to provide are set forth in the scope of work detailed below and are based on our understanding of the City of Corner Brook municipal system and the future requirements of the Hospital.

CBCL has a long history of providing innovative engineering services related to wastewater strategic planning, covering all aspects of collection system planning and design, inflow and infiltration reduction, interception and separation strategies, combined sewer overflow (CSO) design, and wastewater treatment facility design.

1.2 Work Scope & Objectives

The project we propose generally involves gathering relevant information and updating the City's hydraulic model for the sanitary and storm sewer systems in the affected area. The model created for the Wastewater Strategic Plan serves as the backbone for analyzing capacities in the City's sewer system, and has been an invaluable tool to analyze the sanitary sewer system, identify issues with capacity, and prioritize improvements. With field data collected in the Mt Bernard Ave. area, the model of the impacted municipal systems can be calibrated to provide preliminary design options and cost comparisons for servicing options if required.

The success of this project will depend upon ensuring adequate and accurate information collected specific to the servicing of the new Corner Brook Acute Care Hospital. In general, the project has been divided into three parts as follows:

- ▶ PART A: Data Collection and Flow Monitoring
- ▶ PART B: Model Calibration
- ▶ PART C: Preliminary Design and Cost Estimates

A description of the proposed work plan and schedule is in Chapter 2.

1.3 Project Appreciation

A thorough understanding of the City's existing infrastructure, as well as the future needs of the City and the requirements of the new Acute Care Hospital are essential to effectively complete this undertaking. CBCL's experience in both the familiarity with sanitary and storm sewer infrastructure in Corner Brook as well as the development of servicing options could be a great asset to the City of Corner Brook. Our firm has worked closely with you and municipalities throughout Atlantic Canada studying various sewer basins, analyzing sewer system capacities, and developing both short-term and long-term plans for addressing deficiencies.

The project team assembled for this project is ideally suited to carry out the work plan. Team members proposed have extensive experience with projects in similar projects throughout the Maritimes. The combined experience of the project team will work to find an optimal a servicing solution and ensure a successful project for the City of Corner Brook.

Chapter 2 Work Scope & Schedule

2.1 Work Plan

The scope of work that we propose to assist the City with for servicing the Acute Care Hospital is broken down into phases to determine the optimum solution for the municipality. The sections of this chapter reflect the phases and tasks we recommend to complete the scope of work.

2.2 Part A – Data Collection and Flow Monitoring

Upon award of the project, CBCL will proceed with Part A – Data Collection and Flow Monitoring. The development of servicing options for the new Hospital will require an intensive and well-coordinated data acquisition program to enable proper calibration of model simulations and to properly size and design upgrades (if required). Once accurate data has been acquired, we will look to develop an innovative solution that best suits the City of Corner Brook.

2.2.1 Project Start-up

Upon authorization to proceed, a virtual start-up meeting will be held with members of the design team and staff from the City of Corner Brook. Relevant project issues and constraints will be outlined and a request for all relevant data will be made. The project timeline will be discussed along with the establishment of firm target dates for deliverables.

2.2.2 Review Available Background Data

The City database of existing record information of the sewers on Mt. Bernard Avenue and any other available data in Corner Brook will serve as a baseline for this project.

At the onset of Part A, there will be a request for a number of documents to be used in subsequent phases of the project. This will include but not be limited to the following:

- ▶ Existing as-built information for SLS's, force mains and gravity sewers;
- ▶ CCTV inspection records;
- ▶ Service card information; and
- ▶ Pipe Reports and condition assessments.

► Pump station information (pump curves, presence of variable frequency drives, etc.).

2.2.3 Field Survey

CBCL will complete a topographic survey to locate, the lift stations, manholes, catch basins, and pipe inverts of the systems required to analyze capacities. This comprehensive survey will provide enough detail to allow the design of recommend pipe routes, avoid buried infrastructure conflicts and will allow us to proceed directly to design (if required). Existing GIS data available from the City will supplement new detailed survey data in order to limit any duplication of data.

2.2.4 Estimation of Hospital Flows

The *Atlantic Canada Wastewater Guidelines Manual for Collection, Treatment and Disposal* as well as the *NL Guidelines for the Design, Construction and Operation of Water and Sewerage Systems* will be used to estimate the design sewage flows for the hospital. These estimates will be supplemented with information from the *Functional Servicing Report – Corner Brook Acute Care Hospital*. Using these demands a maximum day and peak rate factor will be determined. This will need to be further investigated based on any additional pertinent information that the Province has, and existing system limitations. As well, a new long care nursing home is planned within the basin. The full build-out scenario for this project will also need to be reviewed and an appropriate (peak) flow estimate established.

2.2.5 Flow Monitoring

Flow monitoring of the sanitary sewer system will provide insight to actual system hydraulics. Desktop hydraulic analyses can often differ from actual results for several reasons. Firstly, the amount of inflow and infiltration (I&I) is a difficult characteristic to determine without field measurements and can have great impacts on sanitary sewer capacity. Secondly, the sanitary sewer and storm sewer are combined. Theoretical calculations can only make an estimate on these attributes, the ranges of which can vary substantially.

A flow monitoring program was completed as part of the Wastewater Strategic Plan that provided an estimate of capacities for the entire basin. The metering program proposed for servicing of the new Hospital will be specific to determining the existing and required capacity of the sewers on Mt. Bernard Avenue and the downstream system. Only with this precise detail of flows can an optimal solution for servicing be found.

CBCL staff have reviewed both the sanitary basin and are recommending that flow meters be installed at up to five (5) sites. Upon initial review of the existing systems and our familiarity with the sewer infrastructure and pumping regime, the sites are being recommended to collect field data that will be necessary to increase the precision of the SewerGEMS model in the area of this site-specific issue.

The proposed locations will be confirmed following topographic survey of the sewers and through discussion with City staff. The flow monitoring equipment will be tested prior to installation, and properly calibrated. CBCL staff will field test the equipment to ensure results of good quality and will oversee the installation of the equipment by City Staff.

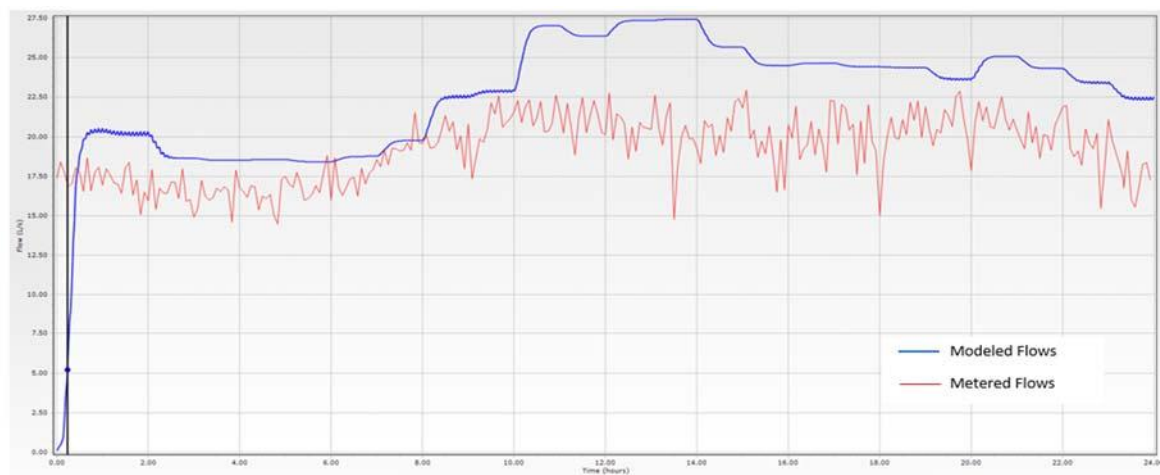
2.2.6 Rain Gauging

In addition to flow measurements, rainfall data will play a central role in determining system capacities.

It should be noted that rainfall is often variable across even small tributary areas such as a few hundred metres, especially when trying to determine peak flow responses to short duration-high intensity events. We will, therefore, monitor and record rainfall/precipitation at a location within the catchments during flow monitoring. Part of Basin F is located on steep slopes and across impervious surfaces, allowing peak runoff flows to develop very quickly. Sanitary sewer systems can suffer from inflow and infiltration problems that may respond sharply to these rainfall patterns. The quality and recording interval (5 minutes or less is usually preferred) of this rainfall data is therefore critical to establishing model calibration and ultimately, pipe sizing.

2.3 Part B – Model Calibration

Model calibration is the most critical part of hydraulic modelling. Effective model calibration will ensure that model results accurately reflect what is truly happening in the system. The model of the sewers in Basin F that will be updated as part of the design for servicing the New Hospital will ultimately allow the City to predict peak flows (and the resultant effects) that result from a full range of build-out scenarios.



Corner Brook Model Calibration Example

2.3.1 Capacity Analysis Review

The focus of this task is to establish the current level of service in the existing wastewater systems and facilities and confirm the impacts on the systems from existing constraints, and the servicing of the Acute Care Hospital.

Use of the calibrated model is essential for this exercise and flow monitoring data is necessary in the calibration of a hydraulic model. For this reason, we have recommended a rigorous flow monitoring program as described in detail in Part A. Calibration of the model will be completed based primarily on the data obtained during the flow monitoring program.

Flow monitoring data will be thoroughly analyzed by the design team. Field measurements will allow model developers to ensure the results mimic actual system characteristics under similar settings. Dry weather flows and peak wet weather flows will provide an understanding of the sewer systems' response to a variety of flow scenarios. This information will allow us to determine where capacity is left in the sewers on Mt Bernard Avenue, and where efforts must be focused for system upgrades. This will include the downstream piping systems as well as pumping stations.



Corner Brook Sewer Model Profile Example

The model will be used to:

- ▶ Assess existing capacities of downstream infrastructure;
- ▶ Analyze the effects of various rainfall events on the system with peak sanitary sewer flows and demonstrate the impacts of redirecting flows to new sewers;
- ▶ Assist in determining the impacts of system changes on pumping stations; and
- ▶ Assist in designing collector sewers to ensure pipe capacities are acceptable and velocities are not excessive or below minimal values.

2.4 Part C – Preliminary Design Options

The preliminary design of upgrades to sewers will be done in close association with the calibration of the model. Plan and profile drawings showing the proposed pipe routes, and collector sewer piping will be provided. The drawings will also incorporate:

- ▶ Survey data;
- ▶ Proposed manhole locations and connection details to existing municipal infrastructure;
- ▶ Other underground services that the proposed pipes cross;
- ▶ Typical details including a typical trench cross-section;
- ▶ Any other pertinent information that may affect the final design; and
- ▶ Trenchless construction in areas of high traffic or other existing surface limitations.

2.4.1 Identifying Utility Interruptions and Traffic Control Issues

With the preliminary design having been carried out, and routes for construction now identified, the work will be assessed to identify any possible utility and traffic interruptions. A preliminary assessment of traffic issues, such as street width restrictions, or the requirement for detours, will be identified.

2.4.2 Development of a Project Implementation Sequence

Our team will review the proposed scope required for system upgrades (if any) to accommodate servicing of the new Hospital, and make recommendations on the project implementation plan.

2.4.3 Preliminary Cost Estimates

For the preliminary design of each Contract, a quantity take-off will be done, and a preliminary construction cost estimate prepared. This will be done in a unit price format, to identify the quantities of work estimated from the preliminary designs, and will also include a contingency allowance, and HST. Where alternates are proposed, separate preliminary cost estimates will be prepared and compared.

2.4.4 Submit Draft Preliminary Design Report

A design report will summarize all the work done to this point, and will include cost estimates, system design concepts, alternatives, and recommendations. The plans required to illustrate the preliminary designs will be included in the report. A proposed construction schedule for the work will be prepared and included.

2.5 Detailed Design

Upon acceptance and approval of Parts C by the City, CBCL can proceed with the detailed design phase if required. We have not included this scope in our proposal, due to the fact that it is unknown what the final preferred servicing option(s) might be. Only after the existing level of service and future requirements are known would we be able to accurately determine what the detailed design scope may be, if one is required at all.

If required, the objective of this phase will be to produce design drawings and contract specifications to comprise a complete tender package for each of the contracts including traffic control plans, plans/profiles (where required) and construction details.

Consideration will be given to the operations and maintenance of existing infrastructure during construction. It will be imperative to maintain service to all utilities for the duration of construction

Chapter 3 Financial Proposal

CBCL establishes our rates based on recommendations from the Association of Professional Engineers and Geoscientists of Newfoundland and Labrador (APEG-NL), as shown in their Schedule of Suggested Fees for Engineering Services. Upset fees are provided separately for the scope of engineering services for this project. The following table provides out fees for each phase of the project:

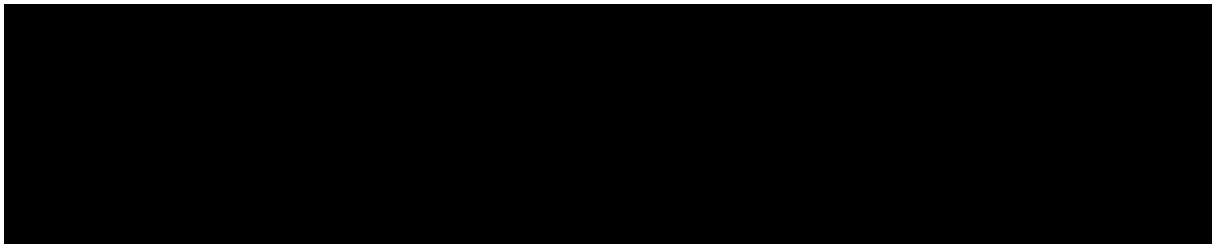
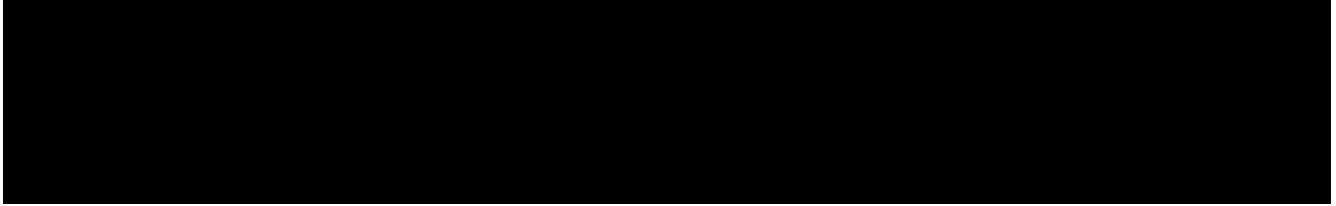
PART A – Data Collection and Flow Monitoring	\$24,100
PART B – Model Calibration, Existing and Future Capacity Requirements	\$24,400
PART C – Preliminary Design and Cost Estimates	\$34,000
SUBTOTAL: PART A, PART B, and PART C	\$85,200
HST:	<u>\$12,780</u>
TOTAL:	\$97,980

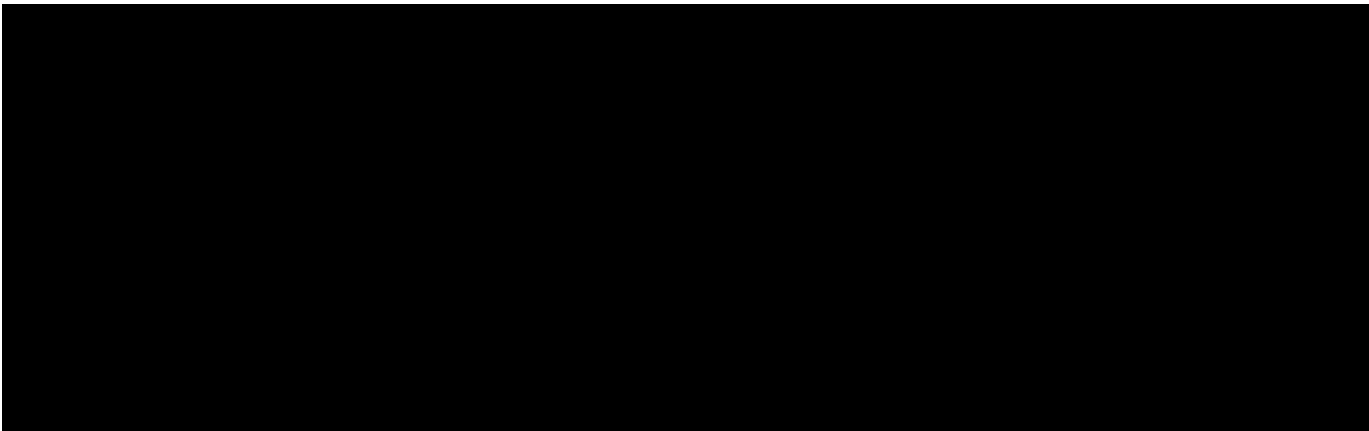
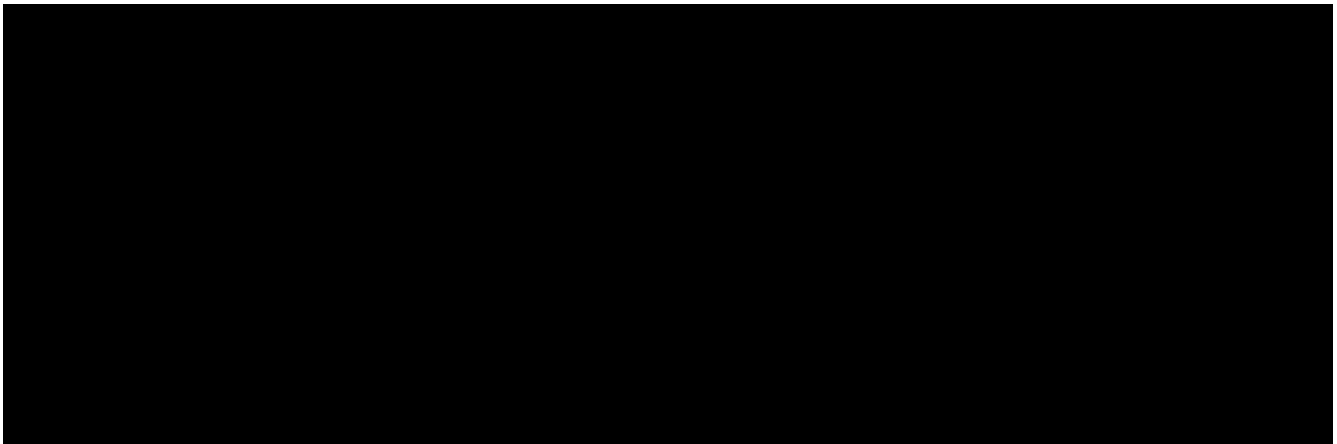
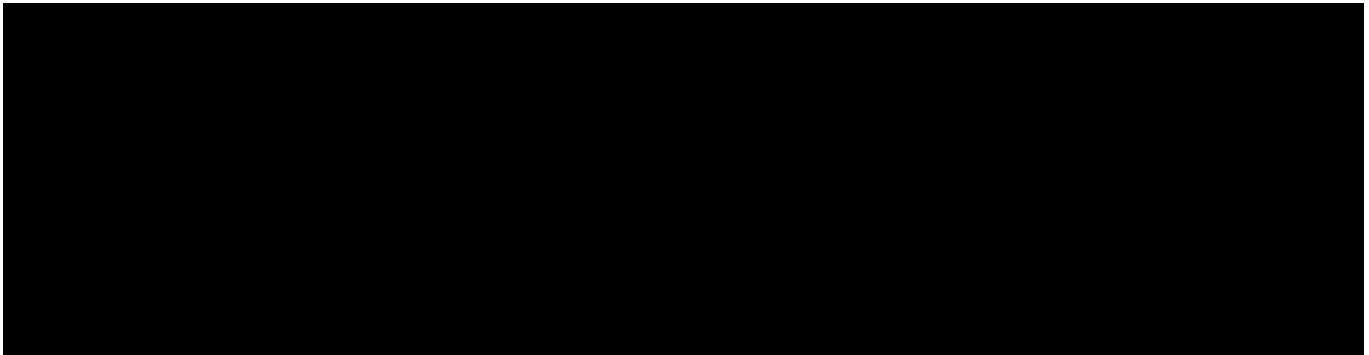
The following table indicates the level of effort and hourly billing rates for Team members.

Team Member	Role	Assigned Hours	% of Fees	Hourly Rate (excluding HST)
Mike Chaulk, M.A.Sc., P.Eng.	QA/QC	40	7%	\$185
Tim McCluskey, P.Eng.	Project Manager	120	19%	\$150
Dave Parsons, P.Eng.	Design Lead	150	24%	\$125
Lindsay Wilcott, P.Eng.	Modelling	85	14%	\$125
Brendan McPhee, M.Sc.E., MIT	Data Collection & Design	115	19%	\$90
Cody Millett, PTech	Survey & Meter Installation	49	8%	\$85
CAD		51	8%	\$90
Clerical		4	1%	\$80

Chapter 4 Project Team Qualifications

Project Team






4.2 Safety Policy

CBCL has implemented a Corporate Safety Policy and Plan for all staff. CBCL conducts regular safety meetings both with the Company Safety committee and as individual Departments. Employees have received the safety training required to conduct their jobs as per Worksafe NB. CBCL has a Certificate of Recognition from Front Line Safety acknowledging our safety program.



Solutions today | Tomorrow **IN** mind



	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Lease Agreement – Corner Brook Arts Centre Association Inc. (Rotary Arts Centre)	
Report Information	
Department: Finance & Admin	Attachments: Draft lease agreement
Prepared By: Dale Park	Council Meeting Date: September 21, 2020

Recommendation:

Staff recommends Council approve the attached lease with Corner Brook Arts Centre Association Inc. (Rotary Arts Centre) from November 1, 2020 to October 31, 2023.

It is RESOLVED to approve the attached three year lease with the Corner Brook Arts Centre Association Inc. (Rotary Arts Centre) from November 1, 2020 to October 23, 2023.

Issue:

The Corner Brook Arts Centre Association Inc. (Rotary Arts Centre "RAC") current lease expires on October 31, 2020 and the RAC and the City are interested in providing the RAC with a new three year lease.

Background:

The RAC has operated from its current location since 2012 and is interested in continuing to use the space for its operations. City Hall has been the original and only space for the RAC since its formation. The lease is for a three year period from November 1, 2020 to October 31, 2023. The lease is for \$1 per month, plus the RAC is to pay the City \$1 from each ticket that is sold for events held at the Centre.

The RAC is a great asset to the City Hall property and greatly compliments the other offerings including the Cenotaph, City Square, the Library and the Museum and Archives. The City is fortunate to have all of these assets in close proximity to the downtown and each other.

Options:

1. Approve the lease as presented.
2. Reject the lease as presented.
3. Amend the lease with some other terms as required by Council.

Governance Implications:



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

Policy #:

Budget/Financial Implications: There are limited revenues associated with this lease. The City does incur expenses in regards to heating and maintenance costs.

Prepared by: Dale Park	
Director: Dale Park	
City Manager: Rodney Cumby	
Date: September 16, 2020	

Additional Comments by City Manager:

THIS AGREEMENT made in duplicate at the City of Corner Brook in the Province of Newfoundland and Labrador this _____ day of _____, 2020.

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

AND: **CORNER BROOK ARTS CENTRE ASSOCIATION INC.**, a body corporate duly registered with the Registry of Companies in the Province of Newfoundland and Labrador (hereinafter referred to as “the Tenant”)

WHEREAS the Landlord is the owner of property known as civic address number 5 Park Street in the City of Corner Brook, Province of Newfoundland and Labrador and described in “Schedule A” annexed hereto (hereinafter referred to as “the Property”)

AND WHEREAS the Tenant desires to lease the portion of the Property described in “Schedule B” annexed hereto, (hereinafter referred to as “the Premises”) on the terms and conditions hereinafter set out;

NOW THEREFORE IN CONSIDERATION of the covenants, agreements, and other valuable consideration now paid, observed and performed by each party to the other, the parties hereby agree as follows:

Demised Premises:

1. The Landlord doth lease unto the Tenant and the Tenant doth lease and take from the Landlord, for the purpose of operating an Arts Centre, upon the terms and conditions set out in this Agreement, all those certain premises, in the City, shown as the hatched out portion of the floor plan attached hereto as “Schedule B”, being a portion of the Property described in “Schedule A” annexed hereto.

Term:

2.
 - a. The term of lease shall be a period of three (3) years commencing on November 1st, 2020 and terminating on October 31st, 2023 subject to any rights of termination as otherwise provided in this Agreement.
 - b. Provided that the lease meets its natural term expiry of three (3) years as set out above, and as such has not been terminated under any other provision of this Agreement, the Tenant shall have a right of first refusal to enter into a new

Leasehold agreement with the Landlord on such terms and conditions and for such payments of rent and other as the Landlord may require at that time. This right of first refusal must be exercised at least one month prior to expiry of this term of lease. The Landlord agrees that the rent charged on such renewal shall not exceed fair market value.

Payments:

3.
 - a. The Tenant shall pay the Landlord rent consisting of a fixed annual portion of Twelve dollars (\$12.00), inclusive of HST if applicable, payable on signing of this Agreement and on the anniversary date of each year following during tenancy. The rent includes the cost of heat and electricity for the Premises, subject to the provisions of payment for electricity as set out in clause 4 herein.
 - b. In addition to rent, the Tenant shall pay to the Landlord a Use and Occupancy Fee in the amount of One dollar (\$1.00) per ticket for each ticket sold for concerts, art exhibits, and any other events held on the Premises. The Use and Occupancy Fee shall be paid to the City monthly within ten (10) days following the end of each month. The Tenant shall provide to the Landlord, along with its payment, an accounting of tickets sold at each event for the month. Upon request of the Landlords' Director of Finance and Administration, the Tenant shall also provide any additional documentation reasonably required by the Landlord to verify the amount of the Use and Occupancy Fee.
 - c. Provided the Tenant exercises efficiency in its use of utilities, the rent shall the cost of heat and electricity. If at any time the Landlord in its sole discretion determines that the Tenant is using an excessive amount of heat and/or electricity the Landlord may provide the Tenant with fifteen (15) days written notice that the Tenant will thereafter be responsible to pay such portion of utilities that the Landlord in its sole discretion deems appropriate to cover the Landlord's increased cost of utilities due to the Tenant's inefficiency.
4. All sums, for rent or otherwise, payable to the Landlord under this Agreement shall bear interest commencing the thirtieth (30th) day next following the falling due thereof, at the then current rate of interest charged by the Landlord on outstanding balances owed to the City of Corner Brook as approved by the Landlord in its annual budget, until the actual date of payment. The rate of interest on outstanding balances set out in the 2020 budget of the Landlord is 10.5% per annum.

Overholding:

5. In the event that the Landlord permits the Tenant to remain in occupation of the Premises without objection by the Landlord and after the expiration of the term and any extension

or extensions thereof, the Tenant shall be deemed to be a tenant from month to month at a monthly rental equal to one-twelfth of the annual rental calculated in accordance with clause 3, and otherwise upon and subject to all covenants and agreements of this lease applicable to a monthly tenancy. For further clarification, at any time after expiry of the term of this lease, without showing any cause, the Landlord may terminate the Tenants' lease and occupation of the Premises by serving the Tenant with a Notice to Quit in the form set out in "Schedule C" annexed hereto providing ninety (90) days' notice.

Termination and Default:

6. Notwithstanding the term of lease set out in clause 2 of this agreement, if at any time the Tenant has not paid rent, or Use and Occupancy Fees without reasonable justification for such failure to pay, or has failed to make sufficient arrangements in the view of the Landlord to pay arrears, or even though there is reasonable justification for failing to pay has not paid for a period of four consecutive months, or is in default in the performance of any covenants, terms and conditions herein set forth to be performed, the Landlord shall have the right to immediate re-entry in the Premises and may terminate this Agreement forthwith by serving the Tenant with a Notice to Quit in the form set out in Schedule C annexed hereto. Thereupon the term and estate vested in the Tenant, as well as all other rights of the Tenant under this lease, shall immediately cease and expire as fully and with like effect as if the entire term provided for in this lease had expired, and the Landlord may enter the demised Premises, with or without process of law, and take possession together with any and all improvements which may have been erected thereon, the Tenant waiving any demand for possession thereof; and all improvements made upon the premises shall be forfeited and become the property of the Landlord as liquidated damages without compensation for same to the Tenant.
7. Notwithstanding the term of lease set out in clause 2 of this agreement, if at any time the Landlord is in default in the performance of any covenants, terms and conditions herein set forth to be performed, save and except for any reduction in services due to picket lines, work stoppages, or other forms of labour unrest of the employees of the Landlord, the Tenant shall have the right to terminate this Agreement within ten (10) days by serving the Landlord with a Notice to Quit in the form set out in Schedule C annexed hereto, with such changes as necessary. Upon expiry of the period set out in the Notice to Quit, the rights of the Tenant and Landlord under this lease, shall immediately cease and expire as fully and with like effect as if the entire term provided for in this lease had expired, and the Landlord may enter the demised Premises, with or without process of law, and take possession together with any and all improvements which may have been erected thereon, the Tenant waiving any demand for possession thereof; and all improvements made upon the premises shall be forfeited and become the property of the Landlord as liquidated damages without compensation for same to the Tenant.
8.
 - a. In case of damage to the Premises by fire, lightning, tempest, other acts of God, wars, riots or insurrection restricting the continued use of the Premises, and the

Landlord, instead of rebuilding or making the Premises fit for the purpose of the Tenant, may at its option, notwithstanding the term of lease set out in clause 2 herein, terminate this lease on giving to the Tenant within thirty (30) days after the damage notice in writing and thereupon rent and all other payments for which the Tenant is liable shall be apportioned and paid to the date of the damage and the Tenant shall immediately deliver up possession of the Premises to the Landlord. The Landlord agrees to give the Tenant an opportunity to put forward its position on whether or not the Landlord shall rebuild or make the Premises fit for the purpose of the Tenant prior to making its decision, provided that the final decision shall be in the sole and absolute discretion of the Landlord. The Landlord shall not be liable to the Tenant for any damages resulting from this decision, including but not limited to any loss of business of the Tenant.

- b. Notwithstanding the term of lease set out in clause 2 of this Agreement, in the event that the Premises and/or the Property requires significant capital expenditures, exceeding the sum of Ten Thousand dollars (\$10,000.00) which are necessary for the Tenant to continue in its use of the Premises as an Arts Centre, the Landlord may terminate this lease and discontinue the Tenant's occupation of the Premises by serving the Tenant with a Notice to Quit in the form set out in "Schedule C" annexed hereto (with such changes as necessary), at least one year prior to the date on which the Premises will be vacated. In the event that it is not possible for the Landlord to provide a full year notice, the Landlord shall pay to the Tenant damages in the amount of one full year of rent, minus the prorated amount of any notice period.
9. Upon termination of the Tenant's occupation of the Premises in accordance with this agreement, all the rights of the Tenant hereunder shall immediately cease, determine and be at an end, and the Landlord shall not be liable for payment to the Tenant of any monies by reason of such termination or otherwise, howsoever, including but not limited to any loss of business of the Tenant or any improvements made to the Premises by the Tenant.
 10. Upon failure by the Landlord or Tenant to make significant progress towards complying with any covenant(s) incumbent upon it under this Agreement within thirty (30) days after written notice requiring such compliance is given by one party to the other, the party giving notice may enter the Premises and fulfill such covenant(s) at the sole expense of the other party, who shall forthwith upon being invoiced for same reimburse the party giving notice who in default of such reimbursement may collect same as rent owing and in arrears. Nothing herein prevents either party from electing to terminate this tenancy for default as provided for in other provisions of this Agreement.

Quiet Enjoyment:

11. Subject to the rights of re-entry otherwise provided in this agreement and subject to any necessary re-entry due to an emergency pertaining to the Premises (including but not

limited to water or fire emergencies), and subject to the areas indicated on Schedule B as “shared space” and as areas for unobstructed paths to fire exits, the Landlord covenants with the Tenant for quiet enjoyment.

Tenant’s Covenants:

12. The Tenant covenants with the Landlord:

- a. To pay when due: rent, and Use and Occupancy Fees;
- b. To vacate the Premises on request of the Landlord in accordance with this Agreement;
- c. To not make any changes to the Premises, except in accordance with plans submitted to and approved by the Landlord and except as is in keeping with the Leadership in Energy and Environmental Design (LEED) certification of the Property;
- d. To keep the Premises in a clean and well-ordered condition, and not to permit any rubbish or refuse, debris, animal waste, or other objectionable material to accumulate in the Premises and ensure that any cleaning products used are in keeping with the Leadership in Energy and Environmental Design (LEED) certification of the Property. The Tenant shall check with the Landlord if there is any uncertainty in regards to any proposed product meeting this requirement;
- e. To use the Premises only for the purposes of an Arts Centre as detailed in the “Corner Brook Rotary Arts Centre” business plan dated April 14, 2012 and related activities;
- f. Not to transfer, assign or sublet their rights under this Agreement without first obtaining written permission of the Landlord and if the Landlord provides such consent, to furnish the Landlord with a true copy of the instrument of transfer, assignment or subletting;
- g. Not to erect any signs, advertisements, or other structure on the outside of the Premises or on the Property without first obtaining the written consent of the Landlord;
- h. To ensure that nothing is done or kept at or on the Premises which is or may be a nuisance or which causes damage to or interference with normal usage of the Property or any adjoining property;
- i. To ensure that any sound produced on the Premises are kept at a level such that they are not heard in other parts of the Property, including but not limited to the portion of Property that is currently being utilized as a public library;

- j. To ensure that only the Premises are utilized by the Tenant, and no other part or portion of the Property;
- k. To comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Premises and use thereof, including obtaining all necessary permits and licences, and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so;
- l. To keep the Premises smoke-free and scent free in accordance with the Landlord's policies annexed hereto as "Schedule D" as though the premises were the Landlord's workplace;
- m. Upon termination of the tenancy, at its own risk and expense, to remove from the Premises within the timeframe set out in the Notice to Quit, any chattels belonging to it, with all damage, if any, caused by such removal made good by it, and to leave the Premises in good repair, neat, clean and free of all waste material, debris and rubbish, all to the Landlord's satisfaction;
- n. To provide the Landlord with access to the Premises in accordance with this agreement;
- o. To ensure that the external doors remain locked and securely closed save and except for those times the doors have been unlocked by the Landlord or when an employee of the Tenant is on duty at the Premises and is providing a reasonably secure level of monitoring public access to the Property;
- p. To comply with the provisions of the *Human Rights Act, 2010 SNL 2010 Ch. H-13.1, as amended*, acknowledging that the Tenant is an Agent of the Crown;
- q. To repair and maintain and keep repaired and maintained the Premises in substantially the same condition as of the commencement of lease, reasonable wear and tear through normal use and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing from the Landlord, reasonable wear and tear and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted; and to leave the Premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted;
- r. To pay all municipal taxes and rates levied against the Premises;
- s. To appoint a representative of the City of Corner Brook, as selected by the

Landlord, to be a Director of the Tenant;

- t. To recognize the City of Corner Brook as a top-level sponsor for all Rotary Arts Centre sponsored performances and events, including but not limited to the following benefits:
 - (i) Signage on site;
 - (ii) Written acknowledgment in programs, brochures, and any other promotional materials;
 - (iii) Verbal acknowledgment on any television, radio, or other forms of broadcasting/media advertising the Arts Centre and/or its events;
 - (iv) Six (6) invitations/free show tickets with VIP seating and backstage passes to each Opening performance/show; and
 - (v) Invitation to give a five (5) minute speech at each opening performance/show reception.

The form and content of such recognition, signage, promotional materials and advertising shall be pre-approved by the Landlord;

- u. To permit the Landlord to utilize the Premises ten (10) days per annum for no additional fee on such dates as to be agreed between the parties. The Tenant shall not unreasonably deny the Landlord its preferred dates;
- v. To keep the walkways, steps and doorways clear of snow, ice and any other hazards to pedestrians during all hours of operation on Saturdays and Sundays and after 4:30 p.m. on Mondays through Fridays;
- w. To permit the Landlord or its agents to enter upon the Premises at any time during normal business hours for the purpose of inspecting the Premises and with forty eight (48) hours advance notice for the purpose of making repairs, alterations or improvements to the Premises, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. In situations of emergency the Landlord's rights hereunder may be exercised without notice. The Tenant shall ensure that the Landlord is at all times during the Term of this lease or any renewal thereof furnished with any instruments necessary to gain access to all areas of the Premises, including but not limited to keys and access codes; and
- x. Subject to the terms of a waiver of distraint agreement dated April 15th, 2015 between the Landlord, the Tenant and Humber Community Development Corporation, the Tenant otherwise waives the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and agrees that none of the goods and chattels of the Tenant on the Premises at any time during the Term is exempt from levy by distress. The Landlord agrees to provide the Tenant with Sixty (60) days written notice prior to exercising its right of distress.

- y. To follow all measures and guidelines that may be required to be put in place by the Landlord, provincial and/or federal authorities in regards to managing the COVID-19 pandemic, or any other public health emergency. The Tenant may be required to provide the Landlord a detailed description of its plan for safe operations. The Landlord may require additional measures or safeguards be put in place to ensure the safety of the Landlord employees, the general public and/or users of the Premises.
- z. The Tenant agrees to provide to the Landlord an annual report along with its financial records, kept in accordance with generally accepted accounting principles and detailing all revenue and expenditures and all fee structures pertaining to its use of the Premises, on or before the thirtieth (30th) day of June each year during the term of lease and during any over holding of the lease.

Landlord's Covenants:

13. The Landlord covenants with the Tenant:

- a. For quiet enjoyment, subject to any rights of re-entry as specified in this agreement, and subject to the Landlord's right to the use and enjoyment of the remainder of its Property that does not comprise the Premises;
- b. Where reasonably practicable, to provide notice to the Tenant at least twenty-four (24) hours in advance of any use of the Property that may significantly disrupt the use and enjoyment of the Premises by the Tenant, including but not limited to construction activities, floor maintenance/replacement and floor waxing. It is understood that both the Tenant and the Landlord will work together to coordinate schedules to minimize disruptions to both parties and give each party as much additional notice as possible.
- c. To maintain and pay for real property insurance in respect of the Premises;
- d. To provide snow clearing from November 15th to April 1st, if necessary, during the hours of 8 a.m. to 5 p.m. Monday through Friday, excepting statutory holidays and such other days that City Hall is not open for business; The Tenant shall be responsible for any snow clearing required outside of these hours.
- e. To provide, throughout the term of this lease, (subject to such other provisions set out in this Agreement regarding payment for utilities), water, heat and electricity; but the Landlord shall not be liable for the failure to provide such utilities when

such failure is beyond the Landlord's control. The Landlord may install a separate meter to observe the electricity usage by the Tenant during the term of this lease.

As Is/Conversion of Premises:

14. The Tenant accepts the Premises in the condition existing at the date of signing this Agreement and the Tenant shall be responsible for the cost of any alteration or improvements required in order to use the Premises as an Arts Centre. The Tenant agrees that any improvements made to the Premises by the Tenant shall become the property of the Landlord without any compensation therefor to the Tenant.

Liability and Indemnity:

15. The Tenant and Landlord covenant and agree that the Landlord shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that may be suffered by the Tenant, or any employee, agent or invitee of the Tenant, who may be upon the Premises however caused.
16. The Tenant covenants to indemnify and save harmless the Landlord from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, invitees, employees, agents and property of the Landlord and of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with, the Premises or any fixtures or chattels therein except to the extent attributable to the Landlord's negligence. This indemnity shall extend to all costs, counsel fees, expenses and liabilities which the Landlord may incur with respect to any such claim.
17. The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Mechanics' Lien Act RSNL 1990 Ch. M-3*, as amended, or any successor legislation, in connection with any work done for the Tenant at or on the Premises, and shall at its own expense promptly see to the removal from the registered title to the Property, of every claim for lien or certificate of action having to do with such work and in any event within ten (10) days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.

18. The Tenant agrees to indemnify the Landlord for any damage to the Premises or its furnishings and fixtures and any part thereof due to any act of the Tenant, its agents or employees, or of any person using the said premises by reason of the use thereof by the Tenant.
19. The Landlord is not liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to its employees or to any other person while the property is on the Property unless the loss, damage or injury is caused by the negligence of the Landlord or of its employees, servants or agents and the Landlord is not liable in any event for damage to the property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Property or from the water, steam or drainage pipes or plumbing works of the Property or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring nor for any damage caused by anything done or omitted by any other Tenant.
20. The Tenant shall, at all times during occupancy of the Premises, at its own expense maintain in force insurance coverage with respect to the contents of the demised Premises and comprehensive public liability insurance pertaining to the Premises and the Tenants' use and comprehensive public liability insurance pertaining to the Premises and the Tenants' use and occupation of the Premises, and shall provide the Landlord with certificates of a policy or policies of an insurance company or companies to the Landlord for:
 - a. Tenant Legal Liability with a limit of not less than Two Hundred and Fifty Thousand dollars (\$250,000.00) per occurrence;
 - b. Liability insurance for bodily injury and death with a limit of not less than Two Million (\$2,000,000.00) dollars per occurrence; and
 - c. Property insurance sufficient to cover the contents of the Premises.

Every policy or policies of insurance maintained by the Tenant shall name the Landlord an insured and provide for cross-liability coverage. A certificate of such coverage (s) shall be furnished to the Landlord prior to the Tenant occupying the premises and confirmation of continued coverage provided annually on the anniversary of signing this agreement and at such other times as required by the Landlord within five (5) days of request of the Landlord. The Tenant shall, on request of the Landlord, increase the policy limits on the aforementioned insurances on ninety (90) days' notice.

21. The Landlord shall indemnify the Tenant against all claims by any person, firm or corporation arising from the conduct of work by or through any act of negligence of the Landlord or any agent, contractor, servant, employee or licensee of the Landlord, and against all costs, counsel fees, expenses and liabilities incurred in relation to any claim or action or proceeding brought thereon.

Notices:

22. 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 Landlord to:

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

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

David Smallwood, Director
Corner Brook Arts Centre Association Inc.
5 Park Street, Unit 101
Corner Brook, NL
A2H 6E1

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.

General:

23.

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

24. It is agreed that whenever a party is unable to fulfill, or is delayed or restricted in fulfilling any obligation hereunder because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill the obligation or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or of any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control, including but not limited to the Property becoming unfit to be utilized for the purposes for which it is being leased, the party is relieved from the fulfillment of the obligation and other party is not entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.
25. The headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease nor of any provisions hereof.
26. The termination of this Agreement shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this indenture which has accrued up to the date of such termination but not been properly satisfied or discharged.
27. The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this agreement other than as set out in this agreement, which constitutes the entire agreement between the parties, concerning the Premises and which may be modified only by further written agreement under seal.
28. No changes or modifications of any of the terms of this agreement shall be effective unless made in writing and duly executed by both parties.
29. The provisions of this indenture shall be binding upon and enure to the benefit of the parties and their respective successors and (where applicable), permitted assigns.
30. All Payments under this lease shall be made to the Landlord, the corporation of the City of Corner Brook, to the attention of the treasurer:

Director of Finance and Administration
City Hall
P.O. Box 1080
Corner Brook, NL
A2H 6E1

31. If any of the provisions of the Lease are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Lease.
32. Words importing the singular number shall include the plural and vice versa.
33. 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.

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

SIGNED SEALED AND DELIVERED
this __ day of _____, 2020 by
The Tenant in the presence of:

Witness

Director

Witness

Director

SIGNED SEALED AND DELIVERED
this __ day of _____, 2020 by
The Landlord in the presence of:

Witness

Mayor

Witness

City Manager

Schedule "C"


NOTICE TO QUIT

Corner Brook City Council (CBCC) hereby gives notice to *Corner Brook Arts Centre Association Inc. (CBACA)* to quit occupation of the Premises known as civic address #5 Park Street, in the City of Corner Brook, Province of Newfoundland and Labrador on or before the ____ day of _____, 20__ in accordance with clause(s) ____ of the Agreement between CBCC and CBACA dated _____.

Dated this ____ day of _____, 20__.

Signed on behalf of CBCC by:

City Manager-City of Corner Brook

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Lease Agreement – Corner Brook Museum & Archives Society Inc.	
Report Information	
Department: Finance & Admin	Attachments: Draft lease agreement
Prepared By: Dale Park	Council Meeting Date: September 21, 2020

Recommendation:

Staff recommends Council approve the attached lease with Corner Brook Museum & Archives Society Inc. from December 1, 2020 to November 30, 2025.

It is RESOLVED to approve the attached five year lease with the Corner Brook Museum & Archives Society Inc. from December 1, 2020 to November 30, 2025.

Issue:

The Corner Brook Museum & Archives Society Inc.'s ("Museum") current lease expires on November 30, 2020 and the Museum and the City are interested in providing the Museum with a new five year lease.

Background:

The Museum has operated from its current location for many years and is interested in continuing to use the space for continued Museum operations. The lease is for \$1 per year and is for a five year period from December 1, 2020 to November 30, 2025.

The lease is similar to the previous lease, but it also includes provision for the Museum to be able to utilize additional space on the 3rd Floor for future development that will enhance the cultural, hospitality and tourism value to our residents, tourists, cruise ships passengers and businesses.

The Museum is a great asset to the City Hall property and greatly compliments the other offerings including the Cenotaph, City Square, the Library and the Rotary Acts Centre. The City is fortunate to have all of these assets in close proximity to the downtown and each other.

Options:

1. Approve the lease as presented.
2. Reject the lease as presented.
3. Amend the lease with some other terms as required by Council.



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

Governance Implications:

Policy #:

Budget/Financial Implications: There are no revenues associated with this lease. The City does incur expenses in regards to heating and maintenance costs.

Prepared by: Dale Park	
Director: Dale Park	
City Manager: Rodney Cumby	
Date: September 16, 2020	

Additional Comments by City Manager:

THIS AGREEMENT made in duplicate at the City of Corner Brook in the Province of Newfoundland and Labrador this 15th day of September, 2020.

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

AND: **CORNER BROOK MUSEUM & ARCHIVES SOCIETY INC.**, a body corporate duly incorporated by the laws of Newfoundland and Labrador with Registered Office at Corner Brook, NL (hereinafter referred to as "the Tenant")

WHEREAS the Landlord is the owner of property known as civic address number 2 West Street in the City of Corner Brook, Province of Newfoundland and Labrador and described in "Schedule A" annexed hereto (hereinafter referred to as "the Property")

AND WHEREAS the Tenant desires to lease the portion of the Property described in "Schedule B" annexed hereto, (hereinafter referred to as "the Premises") on the terms and conditions hereinafter set out;

NOW THEREFORE IN CONSIDERATION of the covenants, agreements, and other valuable consideration now paid, observed and performed by each party to the other, the parties hereby agree as follows:

Demised Premises:

1. The Landlord doth lease unto the Tenant and the Tenant doth lease and take from the Landlord, for the purpose of operating a museum to archive and display items of historical significance to the City of Corner Brook, upon the terms and conditions set out in this Agreement, all those certain premises, in the City, being a portion of the Property shown as hatched on the attached "Schedule A" annexed hereto. The leased premises are shown in bold outline on a floor plan sketch attached hereto as "Schedule B". For greater clarity, the leased premises includes the "Undeveloped Space" on Level 3 subject to the condition list in clause 14 subclause t.

Term:

2. The term of lease shall be a period of five (5) years commencing on December 1, 2020 (the "Commencement Date") and terminating on November 30, 2025 subject to the rights of termination as set out in clauses 8, 9, & 10 of this Agreement. This term of lease may be renewed for additional five (5) year terms upon written agreement of both parties.

Payments:

3. The Tenant shall pay the Landlord rent consisting of a fixed annual portion of One dollar (\$1.00) payable on the first (1st) day of December in each year of term.
4. Provided the Tenant exercises efficiency in its use of utilities, the rent shall be the cost of heat and electricity. If at any time the Landlord in its sole discretion determines that the Tenant is using an excessive amount of heat and/or electricity the Landlord may provide the Tenant with fifteen (15) days written notice that the Tenant will thereafter be responsible to pay such portion of utilities that the Landlord in its sole discretion deems appropriate to cover the Landlord's increased cost of utilities due to the Tenant's inefficiency.
5. All sums, for rent or otherwise, payable to the Landlord under this Agreement shall bear interest commencing the thirtieth (30th) day next following the falling due thereof, at the then current rate of interest charged to the Landlord by its bankers until the actual date of payment.
6. The Tenant agrees to provide to the Landlord an annual report along with its financial records, kept in accordance with generally accepted accounting principles and detailing all revenue and expenditures and all fee structures pertaining to its use of the Premises, on or before the thirtieth (30th) day of June each year during the term of lease and during any over holding of the lease.

Overholding:

7. In the event that the Landlord permits the Tenant to remain in occupation of the Premises without objection by the Landlord and after the expiration of the term and any extension or extensions thereof, the Tenant shall be deemed to be a tenant from month to month at a monthly rental equal to one-twelfth of the annual rental calculated in accordance with clause 3, and otherwise upon and subject to all covenants and agreements of this lease applicable to a monthly tenancy. For further clarification, at any time after expiry of the term of this lease, without showing any cause, the Landlord may terminate the Tenants' lease and occupation of the Premises by serving the Tenant with a Notice to Quit in the form set out in "Schedule C" annexed hereto providing thirty (30) days notice.

Termination and Default:

8. Notwithstanding the term of lease set out in clause 2 of this agreement, either party may at any time, without showing any reason or cause, just or otherwise, terminate this lease and discontinue the Tenant's occupation of the Premises by serving the other party with a Notice to Quit in the form set out in Schedule C annexed hereto (with such changes as necessary) at least one (1) year prior to the date on which the Premises will be vacated.

9. Notwithstanding the term of lease set out in clause 2 of this agreement, if at any time any one or more of the following occur:

- (i) the Tenant has not paid rent;
- (ii) the Tenant is in default in the performance of any covenants, terms and conditions herein set forth to be performed;
- (iii) the Tenant makes any assignment for the benefit of creditors or any bulk sale;
- (iv) the Tenant becomes bankrupt or insolvent or takes the benefit of any act now or hereafter in force for bankrupt or insolvent debtors;
- (v) an order is made for the winding-up of the Tenant;
- (vi) any of the goods or chattels on the Premises are seized or taken in execution by any creditor of the Tenant;
- (vii) the Tenant fails to maintain its status as a registered NL company without share capital; or
- (viii) the Tenant fails to occupy and operate as a museum on the Premises for a period of more than thirty (30) days

then the Landlord shall have the right to immediate re-entry in the Premises and may terminate this Agreement forthwith by serving the Tenant with a Notice to Quit in the form set out in Schedule C annexed hereto. Thereupon the term and estate vested in the Tenant, as well as all other rights of the Tenant under this lease, shall immediately cease and expire as fully and with like effect as if the entire term provided for in this lease had expired, and the Landlord may enter the demised Premises, with or without process of law, and take possession together with any and all improvements which may have been erected thereon, the Tenant waiving any demand for possession thereof; and all improvements made upon the premises shall be forfeited and become the property of the Landlord as liquidated damages without compensation therefor to the Tenant.

10. In case of damage to the Premises by fire, lightning or tempest, restricting the continued use of the Premises, and the Landlord, instead of rebuilding or making the Premises fit for the purpose of the Tenant, may at its option, notwithstanding the term of lease set out in clause 2 herein, determine this lease on giving to the Tenant within thirty (30) days after the damage notice in writing and thereupon rent and all other payments for which the Tenant is liable shall be apportioned and paid to the date of the damage and the Tenant shall immediately deliver up possession of the Premises to the Landlord. The Landlord agrees to give the Tenant an opportunity to put forward its position on whether or not the Landlord shall rebuild or make the Premises fit for the purpose of the Tenant prior to making its decision, provided that the final decision shall be in the sole and absolute discretion of the Landlord. The Landlord shall not be liable to the Tenant for any damages resulting from this decision, including but not limited to any loss of business of the Tenant.

11. Upon termination of the Tenant's occupation of the Premises in accordance with this agreement, all the rights of the Tenant hereunder shall immediately cease, determine and be at an end, and the Landlord shall not be liable for payment to the Tenant of any monies

by reason of such termination or otherwise, howsoever, including but not limited to any loss of business of the Tenant.

12. Upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this Agreement within five (5) days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Premises and fulfill such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefor reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears. Nothing herein prevents the Landlord from electing to terminate this tenancy for default as set out in clause 9 of this Agreement.

Quiet Enjoyment:


13. Subject to the rights of re-entry in clauses 9 and 14(p) of this agreement and subject to any necessary re-entry due to an emergency pertaining to the Premises (including but not limited to water or fire emergencies), the Landlord covenants with the Tenant for quiet enjoyment.

Tenant's Covenants:

14. The Tenant covenants with the Landlord:

- a. To pay rent;
- b. To vacate the Premises on request of the Landlord in accordance with clauses 8, 9, & 10 of this Agreement;
- c. To not make any changes to the Premises, except in accordance with plans submitted to and approved by the Landlord;
- d. To keep the Premises in a clean and well-ordered condition, and not to permit any rubbish or refuse, debris, animal waste, or other objectionable material to accumulate in the Premises;
- e. To use the Premises only for the purpose of operating a museum to archive and display items of historical significance to the City of Corner Brook and to host related events and for no other purposes;
- f. Not to transfer, assign or sublet their rights under this Agreement or to allow any other occupancy of the Premises without first obtaining written permission of the Landlord and if the Landlord provides such consent, to furnish the Landlord with a true copy of the instrument of transfer, assignment or subletting;

- g. Not to erect any signs, advertisements, or other structure on the Premises without first obtaining the written consent of the Landlord;
- h. To ensure that nothing is done or kept at or on the Premises which is or may be a nuisance or which causes damage to or interference with normal usage of the Property or any adjoining property;
- i. That the Tenant will not carry on, allow to be carried on or done on the Premises anything that may:
 - (i) Be or become a nuisance to the Landlord or the public;
 - (ii) Increase the hazard of fire or liability of any kind;
 - (iii) Increase the premium rate of insurance against loss by fire or liability upon the Premises; or
 - (iv) Invalidate any policy of insurance for the Premises;
- j. To comply promptly at its own expense with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Premises and use thereof, including obtaining all necessary permits and licences, and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so;
- k. To keep the Premises smoke-free and scent-free in accordance with the Policy of the Landlord annexed hereto as "Schedule D" as though the Premises were the Landlord's workplace;
- l. Upon termination of the tenancy, at its own risk and expense, to remove from the Premises within the timeframe set out in the Notice to Quit, any fixtures and chattels belonging to it, with all damage, if any, caused by such removal made good by it, and to leave the Premises in good repair, neat, clean and free of all waste material, debris and rubbish, all to the Landlord's satisfaction. If the Tenant does not remove its property forthwith after written notice by the Landlord to that effect such property shall, if the Landlord elects, be deemed to become the Landlord's property or the Landlord may remove the same at the expense of the Tenant and the cost of such removal and necessary storage charges shall be paid by the Tenant forthwith to the Landlord on written demand. The Landlord shall not be responsible for any loss to such property because of such removal;
- m. To provide the Landlord with access to the Premises in accordance with clauses 9 and 14(p) of this agreement;
- n. To comply with the provisions of the *Human Rights Act, 2010 SNL 2010 Ch. H-13.1, as amended*, as though the Tenant were an Agent of the Crown;

- 
- o. To repair and keep repaired the Premises in the same condition as it is on the Commencement Date, to permit the Landlord to enter and view the state of repair and to repair according to notice in writing from the Landlord, and to leave the Premises in the same condition as it was on the Commencement Date;
 - p. To permit the Landlord or its agents to enter upon the Premises at any time during normal business hours for the purpose of inspecting the Premises and with twenty-four (24) hours advance notice for the purpose of making repairs, alterations or improvements to the Premises, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. In situations of emergency the Landlord's rights hereunder may be exercised without notice. The Tenant shall ensure that the Landlord is at all times during the Term of this lease or any renewal thereof furnished with any instruments necessary to gain access to all areas of the Premises, including but not limited to keys and access codes;
 - q. The Tenant waives the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and agrees that none of the goods and chattels of the Tenant on the Premises at any time during the Term is exempt from levy by distress. The Tenant agrees that the Landlord may use such force as is necessary to exercise distress and releases the Landlord from liability for any loss or damage sustained by the Tenant as a result;
 - r. The Tenant will not construct, renovate, or otherwise alter the Premises (including but not limited to partitioning the premises, installing any plumbing, heating, wiring or piping) unless, prior to any construction, renovation or alteration they have obtained:
 - (i) The Landlord's approval in writing to the site plan, working drawings, plans, specifications and elevations and any other information and/or documents required by the Landlord;
 - (ii) A building or development permit, as applicable, from the Landlord authorizing the construction/alteration as set out in the permit and the plans and specifications attached to it; and
 - (iii) All required inspections

The cost of any alteration to the Premises shall be solely the responsibility of the Tenant; and

- s. To at the expiry or sooner determination of this Lease peaceably surrender and give up possession of the Premises to the Landlord.
- t. To develop the "Undeveloped Space" on Level 3 in accordance with the document "The Commons: A Proposal for the Third Floor Undeveloped Space" submitted by the Tenant to the Landlord on September 14, 2018 by December

31, 2021. If the space is not completed development by that date, the "Undeveloped Space" on Level 3 will no longer be covered by this agreement and will revert back to the Landlord.

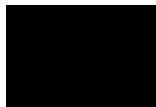
Landlord's Covenants:

15. The Landlord covenants with the Tenant:

- a. For quiet enjoyment, subject to any rights of re-entry as specified in this agreement;
- b. To maintain and pay for real property insurance in respect of the Premises;
- c. To provide snow clearing from November 15th to April 1st, if necessary, during the hours of 8 a.m. to 5 p.m. Monday through Friday, excepting statutory holidays and such other days that City Hall is not open for business; and
- d. To maintain the outer walls and roof of the Premises in proper structural repair and provide, throughout the term of this lease, water, heat and electricity; but the Landlord shall not be liable for the failure to provide such utilities when such failure is beyond the Landlord's control or the cost of provision exceeds that which the Landlord in its sole discretion deems acceptable.

As Is:


16. The Tenant accepts the Premises in the condition existing at the date of signing this Agreement and the Tenant shall be responsible for the cost of any alteration or improvements required in order to use the Premises as a Museum. The Tenant agrees that any improvements made to the Premises by the Tenant and any fixtures added to the Premises by the Tenant shall become the property of the Landlord without any compensation therefor to the Tenant. The Tenant hereby acknowledges that the Landlord has made no representations or warranties as to the condition, fitness or state of the Premises for the purpose of storage, archival or display of objects of historical significance or any other museum-related use and the Tenant releases the Landlord from any and all claims which the Tenant now has or may in future have with respect to same.
17. If the boilers, pipes or other apparatus, or any similar core apparatus used for the purpose of heating or ventilating the Premises, or the water pipes or drainage pipes require repair or become damaged through no fault of the Tenant, the Landlord shall be responsible for the cost of same and may elect to either terminate the Lease or replace or repair as needed. In the event that they require replacement or repair due to any action or inaction of the Tenant, the expense of the repair/replacement are the responsibility of the Tenant and shall be payable by the Tenant to the Landlord upon demand. The Landlord in any



event shall not be liable for any damage to any persons or property at any time in the Premises or on the Property from any water works, steam, gas, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam, or drainage pipes or plumbing works therein, or any damage caused by or attributable to the condition or arrangement or any electric or other wiring.

Liability and Indemnity:

18. The Tenant and Landlord covenant and agree that the Landlord shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that may be suffered by the Tenant, or any employee, agent or invitee of the Tenant, who may be upon the Property and/or Premises however caused.
19. The Tenant covenants to indemnify and save harmless the Landlord from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, invitees, employees, agents and property of the Landlord and of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with, the Premises or any fixtures or chattels therein except to the extent attributable to the Landlord's negligence. This indemnity shall extend to all costs, counsel fees, expenses and liabilities which the Landlord may incur with respect to any such claim.
20. The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Mechanics' Lien Act RSNL 1990 Ch. M-3*, as amended, or any successor legislation, in connection with any work done for the Tenant at or on the Premises, and shall at its own expense promptly see to the removal from the registered title to the Property, of every claim for lien or certificate of action having to do with such work and in any event within ten (10) days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.
21. The Tenant agrees to indemnify the Landlord for any damage to the premises or its furnishings and fixtures and any part thereof due to any act of the Tenant, its agents or employees, or of any person using the said premises by reason of the use thereof by the Tenant.



2 West Street
P.O. Box 20038
Corner Brook, NL
A2H 7J5

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

General:

26. Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant of any covenant, proviso or condition herein contained does not operate as a waiver of the Landlord's rights hereunder in respect of subsequent and/or continued defaults, breaches or non-observances and does not defeat or affect in any way the rights of the Landlord herein in respect of any subsequent or continued defaults or breaches. No waiver shall be inferred from or implied by anything done or omitted by the Landlord. Any written waiver by the Landlord shall have effect only in accordance with its expressed terms.
- 27.
- a. No condonation, excusing or overlooking by the Landlord of any default, breach or non-observance of any of the Tenant's obligations under this Agreement at any time shall affect the Landlord's remedies or rights with respect to any subsequent (even if by way of continuation) default, breach or non-observance.
 - b. No waiver shall be inferred from or implied by anything done or omitted by the Landlord.
 - c. Any written waiver by the Landlord shall have effect only in accordance with its expressed terms.
 - d. All rights and remedies of the Landlord under this Agreement shall be cumulative and not alternative.
28. This lease and everything herein contained shall extend to and bind and may be taken advantage of by the successors and assigns, of each of the parties hereto.
29. The headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease nor of any provisions hereof.

30. The termination of this Agreement shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this indenture which has accrued up to the date of such termination but not been properly satisfied or discharged.
31. The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this agreement other than as set out in this agreement, which constitutes the entire agreement between the parties, concerning the Premises and which may be modified only by further written agreement under seal.
32. No changes or modifications of any of the terms of this agreement shall be effective unless made in writing and duly executed by both parties.
33. The provisions of this indenture shall be binding upon and enure to the benefit of the parties and their respective successors and (where applicable), permitted assigns.
34. All Payments under this lease shall be made to the Landlord, the corporation of the City of Corner Brook, to the attention of:
- Director of Finance & Administration
City Hall
P.O. Box 1080
Corner Brook, NL
A2H 6E1
35. If any of the provisions of the Lease are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Lease.
36. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of strike, lock-outs, labour troubles, inability to procure materials, failure of power, riots, insurrection, war or other reasons of a like nature not the fault of such party, then performance of such act shall be excused for the period of the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.
37. Words importing the singular number shall include the plural and vice versa.
38. All rights and remedies of the Landlord under this Agreement shall be cumulative and not alternative.
39. 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 a court of competent jurisdiction in the City of Corner Brook.

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

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

Witness

Witness

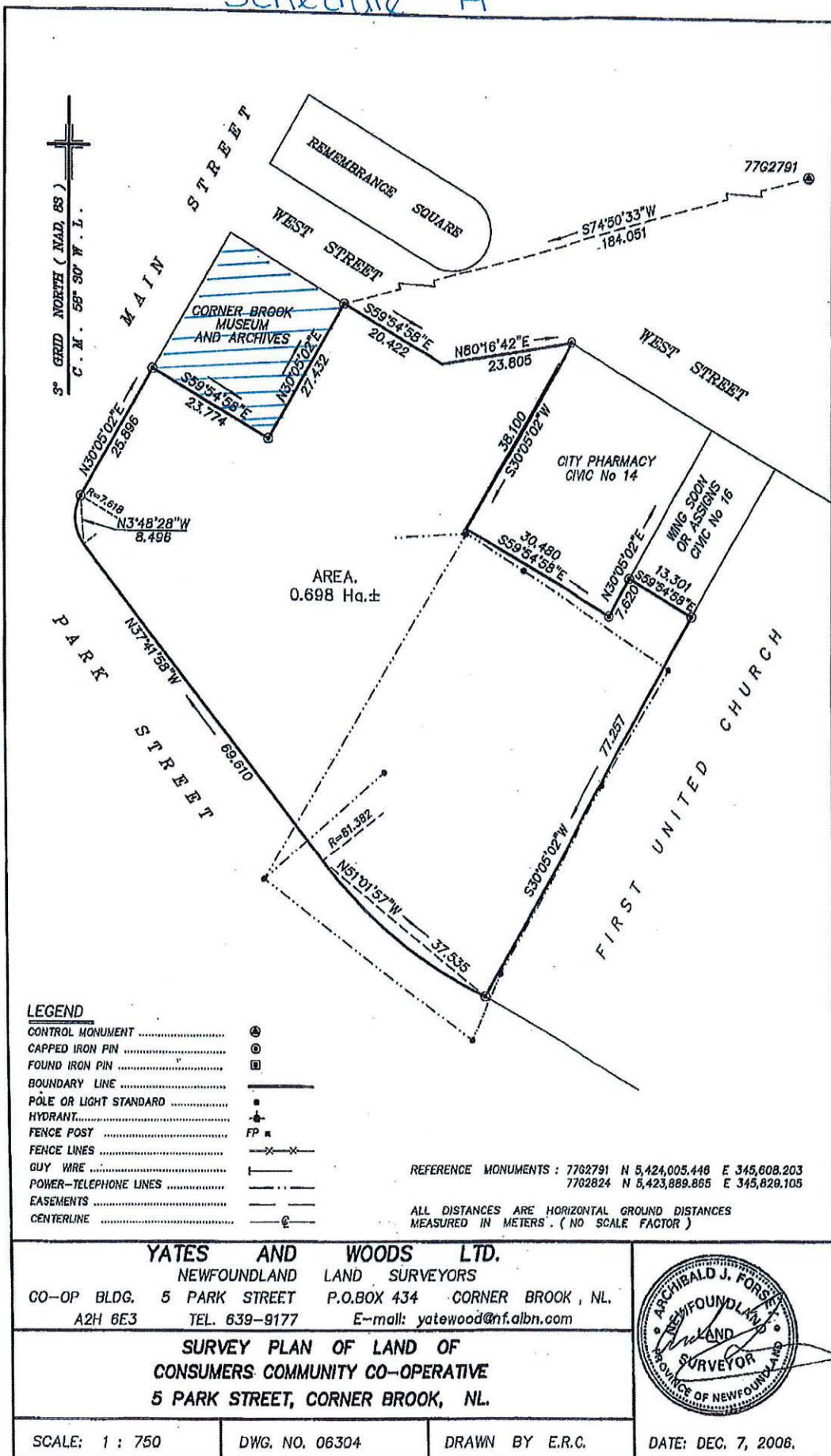
SIGNED SEALED AND DELIVERED by
The Landlord in the presence of:

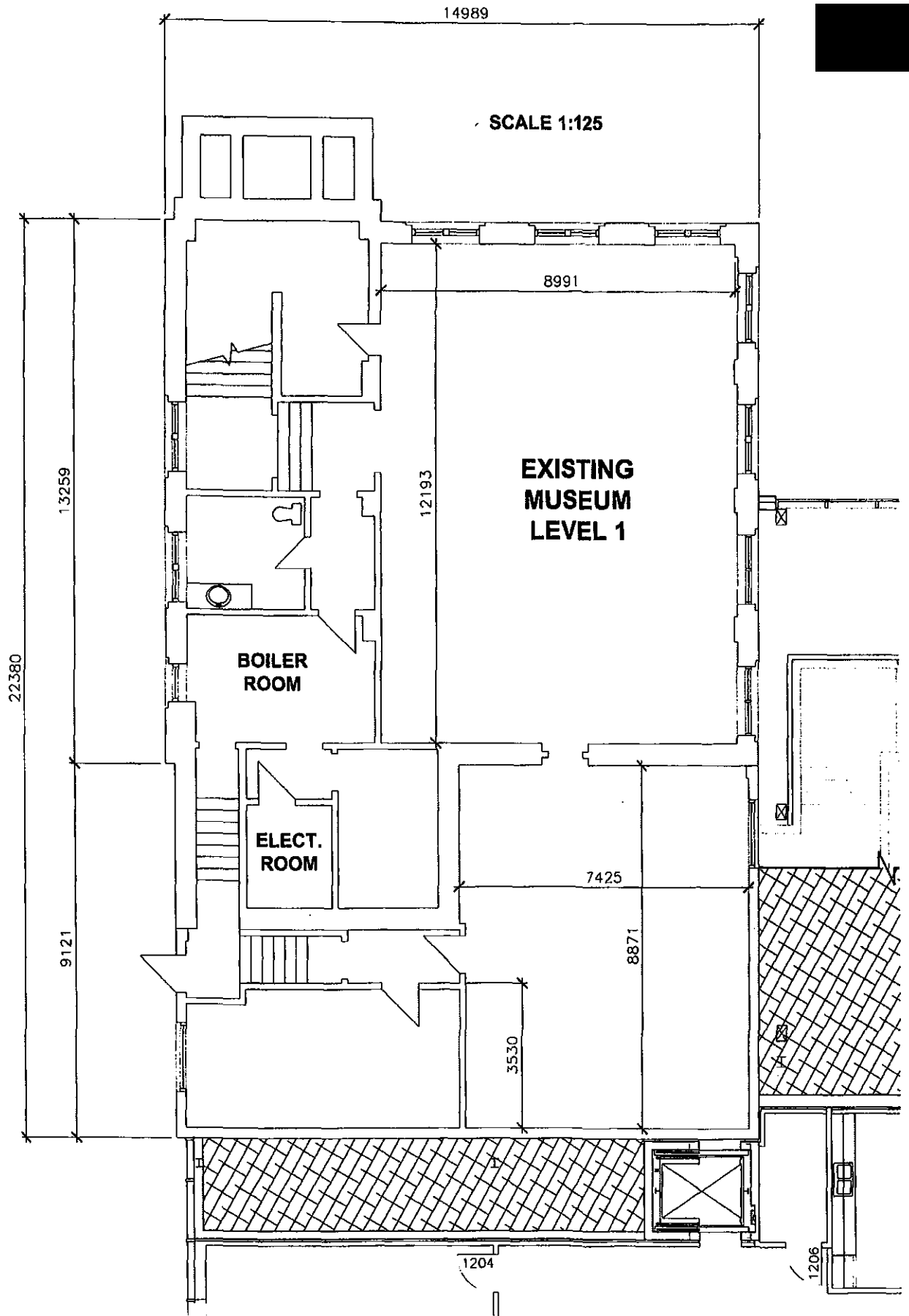
Witness

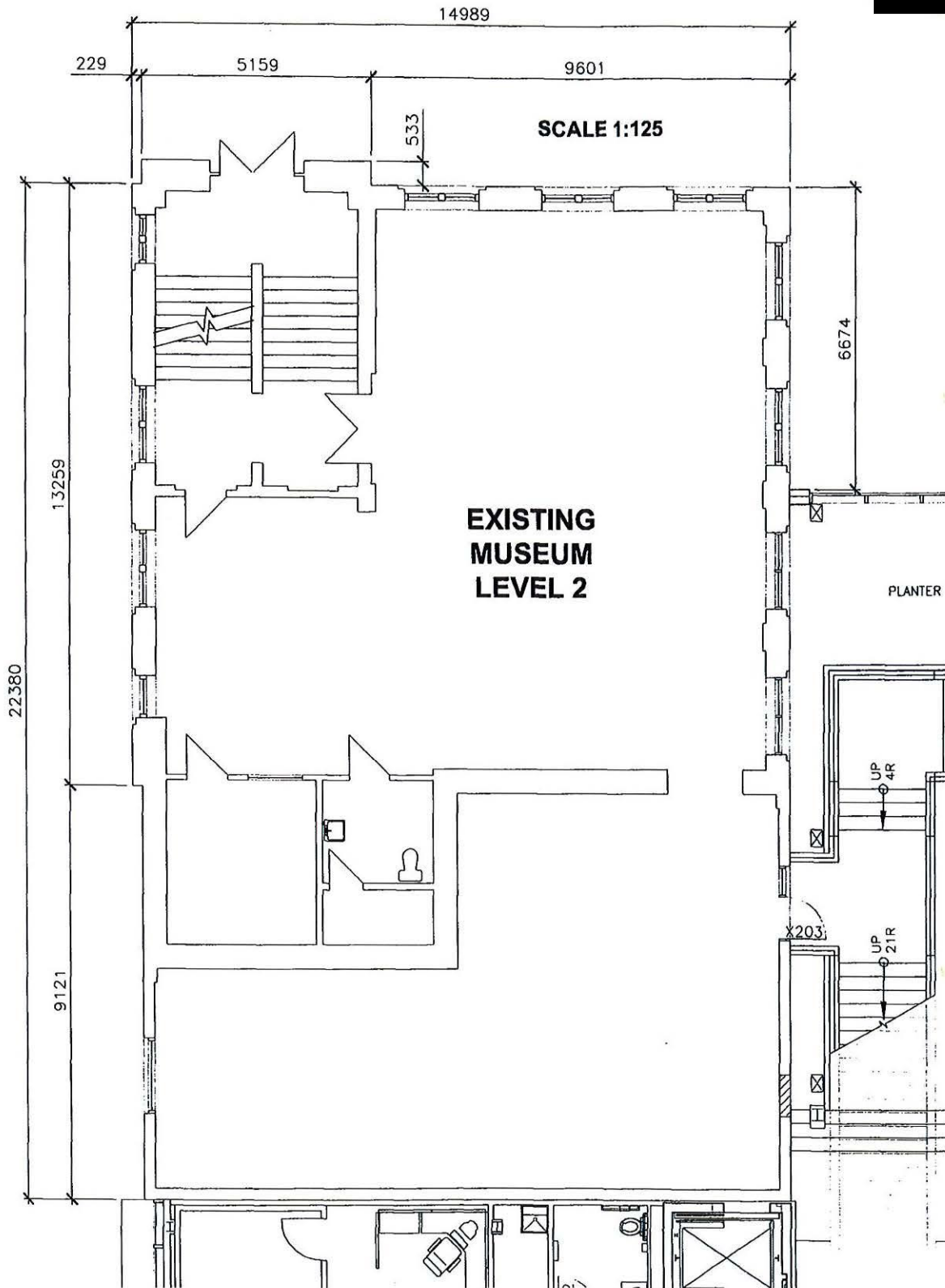
Mayor or Deputy Mayor

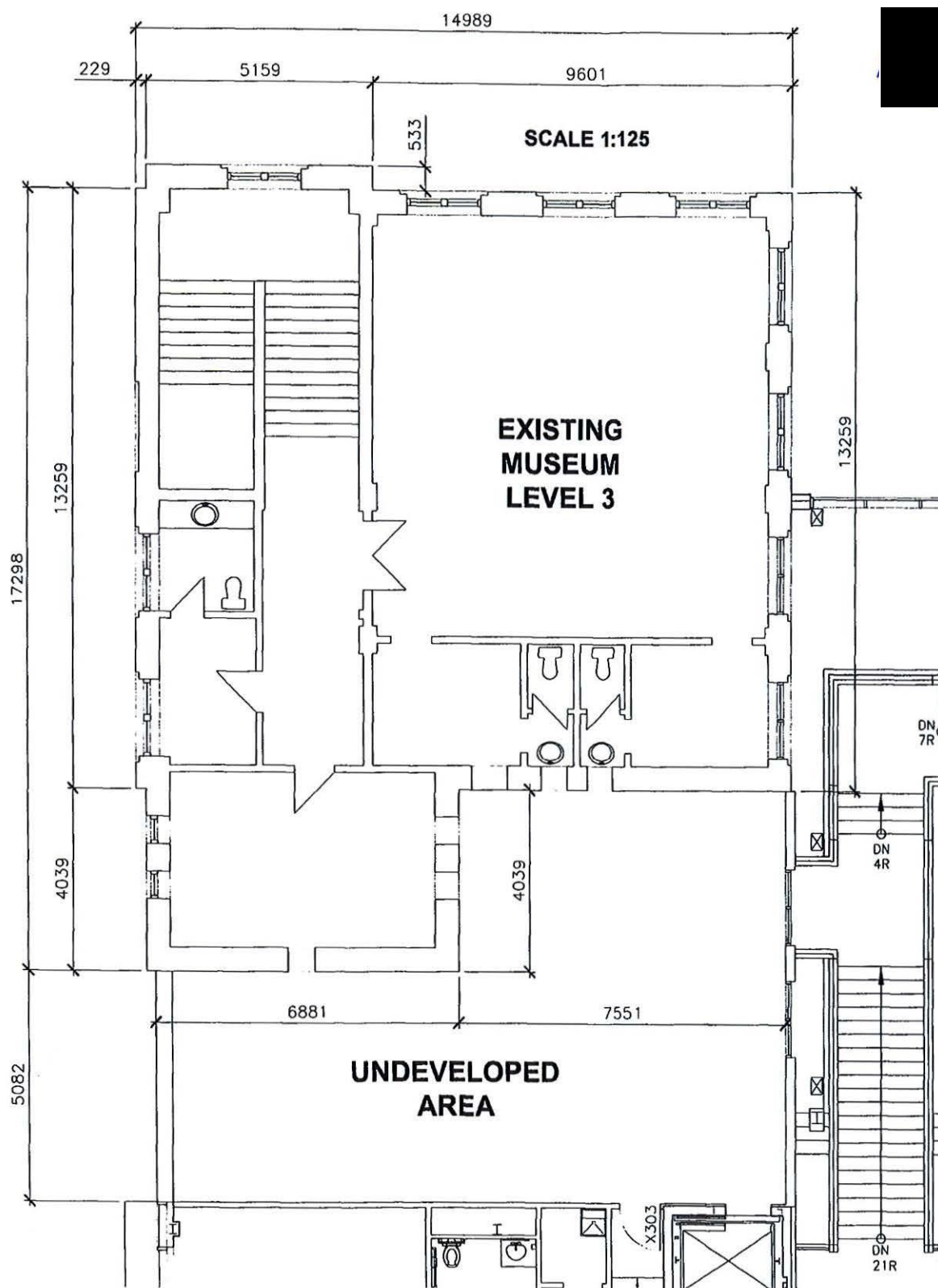
Witness

City Clerk or City Manager









Schedule "C"

NOTICE TO QUIT

Corner Brook City Council (CBCC) hereby gives notice to *Corner Brook Museum & Archives Society Inc. (CBMAS)* to quit occupation of the Premises known as civic address #2 West Street, in the City of Corner Brook, Province of Newfoundland and Labrador on or before the ____ day of _____, 20__ in accordance with clause(s) ____ of the Agreement between CBCC and CBMAS dated _____.

Dated this ____ day of _____, 20__.

Signed on behalf of CBCC by:

City Clerk



CITY OF CORNER BROOK

Policy Statement

Index	Human Resources		Section	Health & Safety		
Title	Scent Free Workplace		Policy Number	10-07-05	Authority	Council
Approval Date	February 14, 2011	Effective Date	February 14, 2011	Revision Date		

Purpose

In maintaining its commitment to the health of all employees, the City shall provide a scent-free environment for all employees and visitors to City Hall.

Policy Statement

The use of scented personal products is prohibited. Staff is instructed not to use scented products while at work. Visitors to City Hall are asked to please refrain from using scented products when visiting the building. In addition, all materials used for cleaning will be "no scent/low scent".

Detailed Action Required

1. Employees will be required to abide by this policy and avoid using scented products.
2. Signage posted at the entrance and elevators/stairwells will notify visitors of this policy. If staff needs to inform non-compliant individuals of our Scent Free Environment Policy then it must be in a non-confrontational and respectful manner.
- 3.

Definitions

Scented products refers to a scent that is detectable by others, including, but not limited to; perfume, cologne, oils, aftershave, soaps, hair care products, cosmetics, lotions, powders, laundry products such as dryer sheets and detergents, cleaning products, air fresheners and scented candles.

Scented products can trigger adverse physical reactions such as respiratory distress and headaches. Allergic and asthmatic patients, as well as those with other conditions, report that certain odors, even the smallest amounts, can trigger an attack.

For further information on scented products see www.lesstoxicguide.ca

Reference

Approval: 11-46 (February 14, 2011)

CSP11-06 (February 8, 2011)

Printed on Thursday, May 12, 2011

1

IN WITNESS WHEREOF this policy is sealed with the Common Seal of the City of Corner Brook.

7.6

[REDACTED]
MAYOR

[REDACTED]
CITY CLERK

Printed on Thursday, May 12, 2011

2



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

Subject Matter: Request to Purchase City Land on Carter Avenue

Report Information

Department: Land Management

Attachments: Draft Purchase & Sale Agreement, Drawing, Letter

Prepared By: Brandon Duffy

Council Meeting Date: September 14, 2020

Recommendation:

Staff recommends Council approve the sale of City land to the owner of 66 Carter Avenue for land located on Carter Avenue.

It is RESOLVED to approve the execution of the purchase and sale agreement between the City of Corner Brook and owner of 66 Carter Avenue for land located on Carter Avenue.

Issue:

The owner of 66 Carter Avenue has requested to purchase land from the City.

Background:

Land Management was approached by the owner of 66 Carter Avenue and they requested to purchase City land located adjacent to their current property. The land in question was leftover land from the Pratt St./Carter St. development. Initially this land was designated as a road right of way (ROW), but was developed as a trail instead. Therefore the full road ROW isn't required, this leaves small pieces available for purchase to the neighboring properties. Currently only 66 Carter Avenue has access to this land and it been deemed unviable to due to the small size. The approximate area is 10 m² (108 ft²) and no plans have been made to develop this land as of yet. The owner of 66 Carter Avenue will be responsible for any legal and survey costs associated with the land sale

Options:

1. Sell the Land
 - Advantage: Land will be maintained and future revenue from the sale and taxation
 - Disadvantage: City will lose control of the land
2. Don't sell the land
 - Advantage: City will maintain control of the land for other possible developments in the future
 - Disadvantage: Land will not be developed and loss of future revenue from the sale taxation



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

Governance Implications:

Policy #: 07-08-05

Budget/Financial Implications: The City receives revenues from the sale of the land and it will generate future property taxes. Price will be based on approx. \$2.00/sq.ft, which amounts to \$216.00.

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

Additional Comments by City Manager:

Aug 25/2020

66 Carter Ave
 Corner Brook, N.L.
 A2H6Y9

Phone #

To whom it may concern,

I'm writing regarding my driveway at 66 Carter Ave. I have my house up for sale, and my deeds states that a part of my driveway belong to City of Corner Brook. this is the driveway I used when we purchased house and land from [redacted] in September 23, 1989 we were told at that time a road was reserved for us to have a driveway, but this is our driveway until this happens unfortunately this never happened, but my husband tried to have this done years ago, but were told not to worry about this will now I have a problem selling my house. I'm [redacted] and am requesting [redacted] for this piece of my driveway to be sold to me for \$11.00. I want it to be legal and put in writing to me stating its my driveway and land. please consider my request. Thank you this land has no benefit to anyone else. hope for a speedy reply.

[redacted] if you want to discuss this further with me. I'm available at the phone numbers on top of this letter.

Sincerely

CITY OF CORNER BROOK	
DATE	Aug. 26/20
REGISTER TO	B. Duffy
ACKNOWLEDGED BY	B. Duffy
STAFF RESPONSIBLE	B. Duffy
C.C.	D. Park

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 _____, 2020.

BETWEEN

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

AND

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

WHEREAS the Seller owns property located adjacent to 66 Carter Avenue in the City of Corner Brook, Province of Newfoundland and Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property");

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

NOW THEREFORE IN CONSIDERATION of the sum of \$1.00 and other valuable consideration (the receipt and sufficiency 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 66 Carter Avenue 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 Two Hundred and Sixteen Dollars (\$216.00) 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 9th day of October, 2020 (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 2 Birchy Cove Drive property. When consolidated the Buyer hereby agrees that the property will not be subdivided without written approval from the Sellers

SURVEY

7. The Seller 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:

Resident
66 Carter Avenue
Corner Brook, NL
A2H 6Y9

- 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 _____, 2020.

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

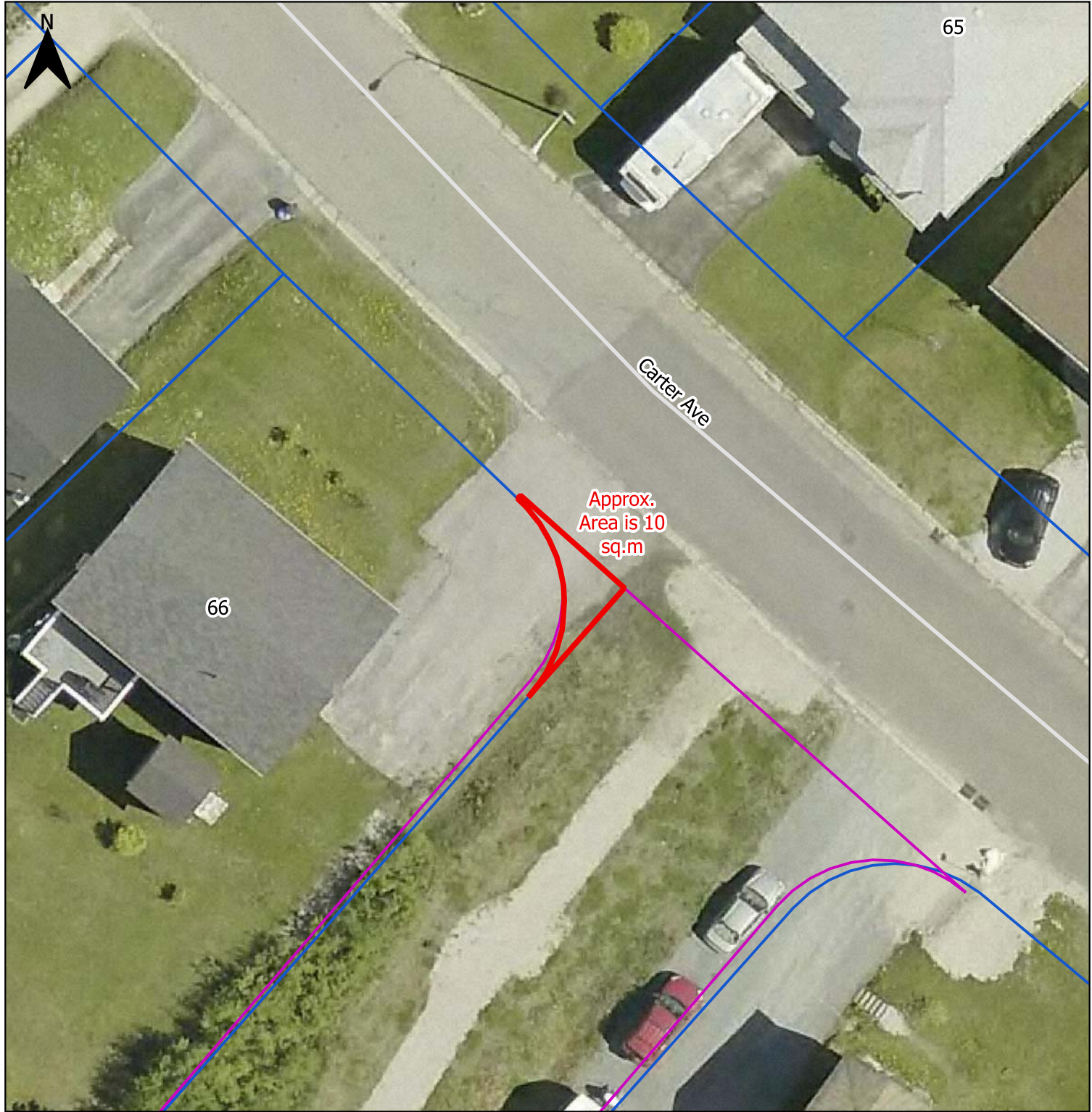
DATED AT _____ this ____ day of _____, 2020.


SIGNED, SEALED & DELIVERED
in the presence of:

IN WITNESS WHEREOF I have
hereunto set my hand and seal

Witness

Resident



LEGEND		NOTES	
<div><div></div> Location of Land</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. 7.5 cm orthoimagery acquired in 2019.</div> <div>4. Size and shape of parcel is approximate as no survey is available</div>	
<div>0510152025 m</div>		<div><div></div><div>Proposed Land Purchase Adjacent to 66 Carter Avenue</div></div>	
DRAWN BY:		DATE: 08-25-2020	SCALE: 1:250
APPROVED BY: BDUFFY		COORD SYS: NAD 1983 MTM ZONE 3	ZONE: RMD
REVISION: 0		FIGURE: 1	



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

Subject Matter: Request to Lease City Land on Randolph Place

Report Information

Department: Land Management

Attachments: Draft lease agreement;
drawing

Prepared By: Brandon Duffy

Council Meeting Date: September 14,
2020

Recommendation:

Staff recommends Council approve the lease of City land to the owner of 20 Randolph Place.

It is RESOLVED to approve the execution of the lease agreement between the City of Corner Brook and the property owner at 20 Randolph Place for City land on Randolph Place.

Issue:

The owner of 20 Randolph Place has requested to lease land from the City.

Background:

Land Management was approached by the owner of 20 Randolph Place to lease City land located adjacent to their property. The land is approximately 90m² (968ft²) with 3.05m (10ft) frontage. The purpose of this lease will be for parking and will be limited to residential vehicles only. Currently there are no plans to develop this land as of yet.

Options:

1. Approve the lease
 - a. Land will be maintained and additional tax revenue
2. Reject the lease
 - a. Land will be left as is and the loss of potential tax revenue

Governance Implications:

Policy #: 07-08-05 & 07-08-08

Budget/Financial Implications:

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



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

Date:

Additional Comments by City Manager:

THIS LEASE made in duplicate as of the ____ day of _____, 2020

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

of the One Part

AND **Resident**, a resident of the City of Corner Brook (hereinafter called the "Tenant")

of the Other Part

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

PREMISES LEASED

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

TENANCY

2. Under this Lease, the Tenant occupies the Property under a tenancy at will, and it is expressly agreed that the acceptance of rent, or any implied condition, or any implication of law, shall in no way create any tenancy other than a tenancy at will.

TERM

3. **THE LANDLORD HEREBY LEASES AND DEMISES** unto the Tenant the Land for the term of five (5) years, commencing the ____ day of _____ 2020, for the rental of One Dollars (\$1.00) **SUBJECT HOWEVER** to the terms and conditions set forth herein, namely;

RENT

4. The Tenant shall pay to the Landlord a rental of One Dollars (\$1.00) plus applicable Harmonized Sales Tax (HST).

USE

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

PAYMENT OF TAXES

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

CONDITION

7.
 - a. The Tenant shall remove forthwith anything or matter placed on, under, or over the Property upon being requested ("The Request") to do so by any agent, servant, or officer of the Landlord. If the Tenant is of the opinion that The Request is unreasonable, the Tenant shall have the right to make this known in writing to the City within ten (10) days of said notice and at which time, the Tenant may ask the Corner Brook City Council to re-examine the reason(s) for The Request.
 - b. The use of the Property shall be subject to any easements over the Property for water and sewer lines and/or utilities.
 - c. Parking shall be residential vehicles only, commercial vehicles shall not be permitted

GENERAL COVENANTS

8.
 - a. The Tenant covenants with the Landlord:
 - i. to pay rent; and
 - ii. to observe and perform the covenants of this Lease on the part of the Tenant to be observed and performed.
 - b. The Landlord covenants with the Tenant:
 - i. for quiet enjoyment; and
 - ii. to observe and perform the covenants of this Lease on the part of the Landlord to be observed and performed.

TENANT'S IMPROVEMENTS

9.
 - a. The Tenant shall not make any changes to the Property without the prior written consent of the Landlord, and shall not construct any permanent structures on the Property.
 - b. The Tenant shall not place any structures or erections upon the Demised Premises without the prior written consent of the Landlord.

INSURANCE

10.
 - a. The Tenant, at the Tenant's expense, hereby covenants and agrees to obtain and maintain and keep in force for the mutual benefit of, and in the names of the Landlord, the Tenant and such other parties as the Landlord may from time to time designate, such insurance as may be customary for the owners of similar property as respects loss of or damage to the Property or liability arising therefrom. The Lessee shall promptly furnish to the Lessor copies of insurance policies or other evidence satisfactory to the Lessor of such insurance and any renewals thereof
 - b. The Tenant agrees that the Landlord shall have a first right to receive and a lien on the insurance proceeds.
 - c. The Tenant agrees that if the Landlord produces this Lease to the Insurer it will be sufficient authority for the Insurance Company to pay the Landlord any insurance money that is payable due to a loss. By signing this lease, the Tenant authorizes and directs the Insurance Company to do so.

COMPLIANCE WITH REGULATIONS

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

ASSIGNMENTS, TRANSFERS, SUBLEASES AND LICENCES

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

ACCESS BY LANDLORD

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

EASEMENTS/UTILITIES

14. This leasehold is subject to any Easements granted by The Landlord, said lines to be protected at all times by a depth of cover of not less than the depth of cover that exists as of the date of signing of this Indenture. and subject to the Landlord and any agency (whether governmental or otherwise) owning or operating a water and/or sewer system, or a public utility as that term is defined in the Public Utilities Acquisition of Lands Act, RSNL 1990 Ch P-48, and their respective successors and assigns shall have the right:

- a. To install, maintain, repair, replace, reconstruct, enlarge, inspect or test any pipes, cable, meters or other plant whatsoever on, under or adjacent to the demised land as part of, appurtenant to or in connection with any such public utility, and
- b. by their respective officers, employees, agents and contractors, to enter upon the demised land, with or without all necessary or convenient gear and equipment, for the purposes set out in clause (a) hereof."

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

MAINTENANCE AND REPAIR

- 15.
- a. The Tenant shall at all times keep the Property in at least the repair and condition as at the commencement of this Lease,
 - b. The Tenant shall not, during the currency of this Lease, do, suffer or permit to be done any act or thing which may impair, damage or injure the Property or any part thereof beyond the repair and condition at the commencement of this Lease and the Tenant agrees to keep the Demised Area in a clean and orderly condition, and not to permit

any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate in the Demised Area, all to the satisfaction of the Landlord;

- c. Upon termination of the tenancy, at its own risk and expense, to remove from the Demised Area within 30 days, any fixtures and chattels belonging to it, with all damage, if any, caused by such removal made good by it, and to leave the Demised Area neat, clean, level and free of all waste material, debris and rubbish, all to the Landlord's satisfaction, and
- d. That upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within 10 days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Demised Area and fulfil such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefore reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.

NUISANCE

16.

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

INDEMNIFICATION

17.

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

NON-WAIVER

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

LANDLORD MAY PERFORM TENANT'S OBLIGATIONS

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

EFFECT OF LEASE

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

REMEDIES GENERALLY

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

HEADINGS

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

NOTICES

- 23.
- a. All notices and communications to the Landlord in connection with this Lease shall be addressed to:

City of Corner Brook

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

Telecopier Number: (709) 637-1625

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

- b. All notices and communications to the Tenant in connection with this Lease shall be addressed to:

Resident

20 Randolph Place
 Corner Brook, NL
 A2H 5L2

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

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

GOVERNING LAW

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

END OF LEASE

25.

- a. The term of the lease shall be a period of five (5) years commencing on _____, 2020 and terminating on _____, 2025 subject to the rights of termination as set out in clauses contained herein.
- b. Upon the termination of this Lease, the Tenant shall quit and surrender to the Landlord the Property in the repair and condition leased, ordinary wear and tear excepted with consideration of the purpose for which the property is used. The Tenant's obligation to observe or perform this covenant shall survive the termination of the Lease. If the termination of this Lease falls on Saturday or Sunday, this Lease shall expire on the business day immediately following.

- c. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this indenture.
- d. Notwithstanding the term of lease set out in clause 25 (a) of this agreement, either party may at any time, without showing any reason or cause, just or otherwise, terminate this lease and discontinue the Tenant's occupation of the Premises by serving the other party with a Notice to Quit in the form set out in Schedule B annexed hereto (with such changes as necessary) at will. At which time this Lease shall be cancelled and the Tenant shall forfeit all right, claims, and demands whatsoever under it and shall make no claim against the Landlord for compensation arising out of the Tenant's improvements or any other matter or thing in any way relating to the said Premises or the leasing thereof and at the end of the Lease, the Tenant shall deliver vacant possession to the Landlord in the same condition as at the commencement of this Lease, reasonable wear and tear excepted and except that the Landlord may in its discretion elect to keep any of the Tenant's improvements, alterations or fixtures.

PROVISION SEPARATELY VALID

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

UTILITIES

- 27. The rights of the Tenant to occupy the Demised Premises is subject to any easement for water and/or sewer lines granted by the Landlord, said lines to be protected at all times by a depth of cover of not less than the depth of cover that exists as of the date of signing of this Indenture. The rights of the Tenant to occupy the Demised Premises is also subject to any power, electrical and telephone lines and poles with respect thereto.

INTEREST CHARGES

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

LEGAL COSTS

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

ENTIRE AGREEMENT

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

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

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

THE CITY OF CORNER BROOK

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

City Manager/City Clerk

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

Mayor/Deputy Mayor

SIGNED by the Tenant in
the presence of:

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

Resident

- 10 -

SCHEDULE "B"

NOTICE TO QUIT

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

Dated this ____ day of _____ 20__.

Signed on behalf of CCB by:

City Manager-City of Corner Brook



LEGEND

Leases

NOTES

1. Unless otherwise noted, all dimensions are in meters.
2. This map is a working copy and is not to be used as an official document. It is available for reference purposes only and not to be reproduced without written approval from the City of Corner Brook.
3. 7.5 cm orthoimagery acquired in 2019.
4. Size and shape of parcels are approximate



Location of Land
Randolph Place

DRAWN BY:

DATE:
09-10-2020SCALE:
1:250FIGURE:
1APPROVED BY:
BDUFFYCOORD SYS:
NAD 1983 MTM ZONE 3ZONE:
RMDREVISION:
0

0 5 10 15 20 25 m

Parking Lease Agreement - 20 Randolph Place

Page 213 of 231



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

Subject Matter: Request to Lease City Land on Randolph Place

Report Information

Department: Land Management

Attachments: Draft lease agreement;
drawing

Prepared By: Brandon Duffy

Council Meeting Date: September 14,
2020

Recommendation:

Staff recommends Council approve the lease of City land to the owner of 18 Randolph Place.

It is RESOLVED to approve the execution of the lease agreement between the City of Corner Brook and the property owner at 18 Randolph Place for City land on Randolph Place.

Issue:

The owner of 18 Randolph Place has requested to lease land from the City.

Background:

Land Management was approached by the owner of 18 Randolph Place to lease City land located adjacent to their property. The land is approximately 90m² (968ft²) with 3.05m (10ft) frontage. The purpose of this lease will be for parking and will be limited to residential vehicles only. Currently there are no plans to develop this land as of yet.

Options:

1. Approve the lease
 - a. Land will be maintained and additional tax revenue
2. Reject the lease
 - a. Land will be left as is and the loss of potential tax revenue

Governance Implications:

Policy #: 07-08-05 & 07-08-08

Budget/Financial Implications:

Prepared by: Brandon Duffy

Director: Dale Park

City Manager: Rodney Cumby



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

Date:

Additional Comments by City Manager:

THIS LEASE made in duplicate as of the ____ day of _____, 2020

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

of the One Part

AND **Resident**, a resident of the City of Corner Brook (hereinafter called the "Tenant")

of the Other Part

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

PREMISES LEASED

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

TENANCY

2. Under this Lease, the Tenant occupies the Property under a tenancy at will, and it is expressly agreed that the acceptance of rent, or any implied condition, or any implication of law, shall in no way create any tenancy other than a tenancy at will.

TERM

3. **THE LANDLORD HEREBY LEASES AND DEMISES** unto the Tenant the Land for the term of five (5) years, commencing the ____ day of _____ 2020, for the rental of One Dollars (\$1.00) **SUBJECT HOWEVER** to the terms and conditions set forth herein, namely;

RENT

4. The Tenant shall pay to the Landlord a rental of One Dollars (\$1.00) plus applicable Harmonized Sales Tax (HST).

USE

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

PAYMENT OF TAXES

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

CONDITION

7.
 - a. The Tenant shall remove forthwith anything or matter placed on, under, or over the Property upon being requested ("The Request") to do so by any agent, servant, or officer of the Landlord. If the Tenant is of the opinion that The Request is unreasonable, the Tenant shall have the right to make this known in writing to the City within ten (10) days of said notice and at which time, the Tenant may ask the Corner Brook City Council to re-examine the reason(s) for The Request.
 - b. The use of the Property shall be subject to any easements over the Property for water and sewer lines and/or utilities.
 - c. Parking shall be residential vehicles only, commercial vehicles shall not be permitted

GENERAL COVENANTS

8.
 - a. The Tenant covenants with the Landlord:
 - i. to pay rent; and
 - ii. to observe and perform the covenants of this Lease on the part of the Tenant to be observed and performed.
 - b. The Landlord covenants with the Tenant:
 - i. for quiet enjoyment; and
 - ii. to observe and perform the covenants of this Lease on the part of the Landlord to be observed and performed.

TENANT'S IMPROVEMENTS

9.
 - a. The Tenant shall not make any changes to the Property without the prior written consent of the Landlord, and shall not construct any permanent structures on the Property.
 - b. The Tenant shall not place any structures or erections upon the Demised Premises without the prior written consent of the Landlord.

INSURANCE

10.
 - a. The Tenant, at the Tenant's expense, hereby covenants and agrees to obtain and maintain and keep in force for the mutual benefit of, and in the names of the Landlord, the Tenant and such other parties as the Landlord may from time to time designate, such insurance as may be customary for the owners of similar property as respects loss of or damage to the Property or liability arising therefrom. The Lessee shall promptly furnish to the Lessor copies of insurance policies or other evidence satisfactory to the Lessor of such insurance and any renewals thereof
 - b. The Tenant agrees that the Landlord shall have a first right to receive and a lien on the insurance proceeds.
 - c. The Tenant agrees that if the Landlord produces this Lease to the Insurer it will be sufficient authority for the Insurance Company to pay the Landlord any insurance money that is payable due to a loss. By signing this lease, the Tenant authorizes and directs the Insurance Company to do so.

COMPLIANCE WITH REGULATIONS

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

ASSIGNMENTS, TRANSFERS, SUBLEASES AND LICENCES

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

ACCESS BY LANDLORD

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

EASEMENTS/UTILITIES

14. This leasehold is subject to any Easements granted by The Landlord, said lines to be protected at all times by a depth of cover of not less than the depth of cover that exists as of the date of signing of this Indenture. and subject to the Landlord and any agency (whether governmental or otherwise) owning or operating a water and/or sewer system, or a public utility as that term is defined in the Public Utilities Acquisition of Lands Act, RSNL 1990 Ch P-48, and their respective successors and assigns shall have the right:

- a. To install, maintain, repair, replace, reconstruct, enlarge, inspect or test any pipes, cable, meters or other plant whatsoever on, under or adjacent to the demised land as part of, appurtenant to or in connection with any such public utility, and
- b. by their respective officers, employees, agents and contractors, to enter upon the demised land, with or without all necessary or convenient gear and equipment, for the purposes set out in clause (a) hereof."

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

MAINTENANCE AND REPAIR

- 15.
- a. The Tenant shall at all times keep the Property in at least the repair and condition as at the commencement of this Lease,
 - b. The Tenant shall not, during the currency of this Lease, do, suffer or permit to be done any act or thing which may impair, damage or injure the Property or any part thereof beyond the repair and condition at the commencement of this Lease and the Tenant agrees to keep the Demised Area in a clean and orderly condition, and not to permit

any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate in the Demised Area, all to the satisfaction of the Landlord;

- c. Upon termination of the tenancy, at its own risk and expense, to remove from the Demised Area within 30 days, any fixtures and chattels belonging to it, with all damage, if any, caused by such removal made good by it, and to leave the Demised Area neat, clean, level and free of all waste material, debris and rubbish, all to the Landlord's satisfaction, and
- d. That upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within 10 days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Demised Area and fulfil such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefore reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.

NUISANCE

16.

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

INDEMNIFICATION

17.

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

NON-WAIVER

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

LANDLORD MAY PERFORM TENANT'S OBLIGATIONS

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

EFFECT OF LEASE

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

REMEDIES GENERALLY

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

HEADINGS

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

NOTICES

- 23.
- a. All notices and communications to the Landlord in connection with this Lease shall be addressed to:

City of Corner Brook

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

Telecopier Number: (709) 637-1625

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

- b. All notices and communications to the Tenant in connection with this Lease shall be addressed to:

Resident

18 Randolph Place
 Corner Brook, NL
 A2H 5L2

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

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

GOVERNING LAW

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

END OF LEASE

25.

- a. The term of the lease shall be a period of five (5) years commencing on _____, 2020 and terminating on _____, 2025 subject to the rights of termination as set out in clauses contained herein.
- b. Upon the termination of this Lease, the Tenant shall quit and surrender to the Landlord the Property in the repair and condition leased, ordinary wear and tear excepted with consideration of the purpose for which the property is used. The Tenant's obligation to observe or perform this covenant shall survive the termination of the Lease. If the termination of this Lease falls on Saturday or Sunday, this Lease shall expire on the business day immediately following.

- c. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this indenture.
- d. Notwithstanding the term of lease set out in clause 25 (a) of this agreement, either party may at any time, without showing any reason or cause, just or otherwise, terminate this lease and discontinue the Tenant's occupation of the Premises by serving the other party with a Notice to Quit in the form set out in Schedule B annexed hereto (with such changes as necessary) at will. At which time this Lease shall be cancelled and the Tenant shall forfeit all right, claims, and demands whatsoever under it and shall make no claim against the Landlord for compensation arising out of the Tenant's improvements or any other matter or thing in any way relating to the said Premises or the leasing thereof and at the end of the Lease, the Tenant shall deliver vacant possession to the Landlord in the same condition as at the commencement of this Lease, reasonable wear and tear excepted and except that the Landlord may in its discretion elect to keep any of the Tenant's improvements, alterations or fixtures.

PROVISION SEPARATELY VALID

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

UTILITIES

- 27. The rights of the Tenant to occupy the Demised Premises is subject to any easement for water and/or sewer lines granted by the Landlord, said lines to be protected at all times by a depth of cover of not less than the depth of cover that exists as of the date of signing of this Indenture. The rights of the Tenant to occupy the Demised Premises is also subject to any power, electrical and telephone lines and poles with respect thereto.

INTEREST CHARGES

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

LEGAL COSTS

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

ENTIRE AGREEMENT

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

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

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

THE CITY OF CORNER BROOK

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

City Manager/City Clerk

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

Mayor/Deputy Mayor

SIGNED by the Tenant in
the presence of:

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

Resident

- 10 -

SCHEDULE "B"

NOTICE TO QUIT

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

Dated this ____ day of _____ 20__.

Signed on behalf of CCB by:

City Manager-City of Corner Brook



LEGEND

Leases

NOTES

1. Unless otherwise noted, all dimensions are in meters.
2. This map is a working copy and is not to be used as an official document. It is available for reference purposes only and not to be reproduced without written approval from the City of Corner Brook.
3. 7.5 cm orthoimagery acquired in 2019.
4. Size and shape of parcels are approximate




Location of Land Randolph Place

DRAWN BY:

DATE:
09-10-2020SCALE:
1:250FIGURE:
1APPROVED BY:
BDUFFYCOORD SYS:
NAD 1983 MTM ZONE 3ZONE:
RMDREVISION:
0

0 5 10 15 20 25 m

Parking Lease Agreement - To Randolph Place

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Accounts Receivable write offs	
Report Information	
Department: Finance & Administration	Attachments: Proposed write off list
Prepared By: Dale Park	Council Meeting Date: September 2, 2020

Recommendation:

That Council approve the write off of \$60,648.13 as summarized in the attached.

It is RESOLVED to approve the write off of \$60,648.13 for the 17 accounts provided in the attached list.

Issue:

The City has accounts receivable accounts that are not collectible and need to be written off.

Background:

The City attempts to collect all taxes, charges and expenses that are billed. In some cases, there are some accounts that are not able to be collected for various reasons. The City maintains an annual allowance for doubtful accounts to provide for the write off of various accounts. The write offs are for accounts in which there is no, or limited opportunity, to be able to recover any additional funds.

Options:

1. Accept staff's recommendations on the accounts to be written off;
2. Not approve any accounts to be written off;
3. Approve a portion of the accounts approved for write off

Governance Implications:


The write off of accounts is required to be approved by Council.

Budget/Financial Implications:

There is currently a reserve in excess of \$500,000 in the allowance for doubtful accounts.

Environmental Implications:

None.

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

Prepared by: Dale Park	
Director: Dale Park	
City Manager: Rodney Cumby	
Date: August 26, 2020	

Additional Comments by City Manager:

Roll	Property Address	Outstanding balance	Explanation	Years Outstanding
24HOSK0011		\$2,778.51	Property damage - no known address	2017
24HOM0045	Broadway	\$15,833.35	Former Taste of Jamaica - Business closed - unable to collect	2015-17
244500150002	14 Herald Ave	\$2,931.34	Business closed in 2018	2016-2018
245500100009	14 West St	\$3,866.67	Moved to US. Unable to locate.	2017
24FEWE0011	43 Main Street	\$1,522.37	T&M Takeout - closed and no forwarding address	2016-2018
24CORM0008	Broadway	\$1,002.18	Business closed - no forwarding address	2015
24EXIT0001		\$587.84	Business closed	2015
24EXTR0001	Murphy Square	\$3,953.38	Business closed	2015
GRE0001	West Street	\$356.09	Previous owners closed - no current address	2015
HUMB0055		\$1,102.51	Business closed	2015
MCGO00001	Broadway	\$1,402.68	Business closed	2015
31410350001	81 Elizabeth Street	\$299.18	Home based business closed - no longer at address	2016
MURP0115	Valley Mall	\$298.70	Business open during Christmas - mail being returned	2017
PARK0079	Broadway	\$3,037.51	Filed for bankruptcy	2018
95500400005	86 West Street	\$2,558.45	Sugar Street West Bakery - Closed	2018-2019
55600040001	4 Main Street	\$17,432.47	Statement of claim issued - sheriff seizure completed	2016-2018
95500100007	14 West St	\$1,684.90	Closed office - no forwarding address	2019
		\$60,648.13		