November 3, 2017

Dear [Redacted]

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act, 2015 [Our File #: MAE/90/2017]

On September 22, 2017, the Department of Municipal Affairs and Environment received your request for access to the following records/information:

"I am requesting technical reports and assessments in City of Corner Brook on wastewater infrastructure in the Townsite area of the City as well as correspondence or requests in all forms received from the City referring to the same as well as requests for financial support to repair or replace such infrastructure in particular those that include descriptions of the integrity or state of repair of the infrastructure at the time such requests were made. This geographic area includes the area of Maple Valley area generally, Pine Grove Avenue, Confederation Drive, MacGregor Place, MacPherson Avenue, Brookfield Avenue, Raymond Heights, Upper Reid Street (Extension), East Valley Road, Queen Street, North Street, Central Street and West Street specifically. This request for information is requested to extend back to January 1, 2005."

On October 16, 2017, you were advised that the department was given a 10-day extension for your above access request by the Information and Privacy Commissioner under section 23 of the Access to Information and Protection Privacy, 2015 Act.

I am pleased to inform you that a decision has been made by the Deputy Minister for Department of Municipal Affairs and Environment to provide access to some of the requested information.

However, some of the information contained within the records has been refused in accordance with the following exceptions to disclosure, as specified in the Access to Information and Protection of Privacy Act, 2015 (the Act):

"29.(1) The head of a public body may refuse to disclose to an applicant information that would reveal
(a) advice, proposals, recommendations, analyses or policy options developed by or for a public body or minister;

40. (1): The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy."
As required by 8(2) of the Act, we have severed information that is unable to be disclosed and have provided you with as much information as possible.

In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

The following list below will clarify information provided in this request.
- Pages 169-177 are removed as they are redacted in full due to section 40.1
- Pages 238-249 are removed as they are redacted in full due to section 40.1

Please be advised that you may appeal this decision and ask the Information and Privacy Commissioner to review the decision to provide partial access to the requested information, as set out in section 42 of the Act (a copy of this section of the Act has been enclosed for your reference). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner. Your appeal should identify your concerns with the request and why you are submitting the appeal.

The address and contact information of the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
St. John's, NL A1B 3V8
Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act.

Please be advised that responsive records will be published following a 72-hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Completed Access to Information Requests website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please feel free to contact me by telephone at 709-729-7183 or by e-mail at lisas@gov.nl.ca.

Sincerely,

LISA SULLIVAN
ATIPP Coordinator
Enclosures
Access or correction complaint

42. (1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16(2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52(1) or 53(1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

(a) a request that is disregarded under section 21;

(b) a decision respecting an extension of time under section 23;

(c) a variation of a procedure under section 24; or

(d) an estimate of costs or a decision not to waive a cost under section 26.

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.
Direct appeal to Trial Division by an applicant

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16(2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner's refusal under subsection 45(2).
Baxter,

Please find attached a complete package outlining our capital works program.

"Capital Plan" – spreadsheet with the program and dollar amounts, Appendix A of the Briefing Document
"Capital Program Briefing" – Council Briefing Document
"Project Cost and Project Description" – Appendix C of the Briefing Document
"Road Petitions" – Appendix B of the Briefing Document

If you have any questions please feel free to give me a call.

Regards,
Brandon

Brandon MacDonald
Director of Operational Services
City of Corner Brook
t. 709-637-1541
f. 709-637-1502
bmacdonald@cornerbrook.com

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From: Dolter, Michael
Sent: Friday, June 06, 2008 12:31 PM
To: Park, Dale; MacDonald, Brandon
Subject: FW: Multi-Year

Please provide the information asap.

Mike

Michael W. Dolter, MBA, CMA
Chief Administrative Officer
City of Corner Brook
Ph. (709) 637-1532
Fax. (709) 637-1543
mdolter@cornerbrook.com
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From: Rose, Baxter [mailto:brose@gov.nl.ca]
Sent: Friday, June 06, 2008 11:52 AM
To: Dolter, Michael
Cc: Antle, Gerry; Dillon, Randy; Seaward, Eric K.
Subject: Multi-Year

We received your multi year agreement and resolution but we didn't receive your Schedule A which lists all the projects and priorities. Could you please forward the schedule to facilitate the Minister's final consideration.

Baxter

Sent Via BlackBerry

"This email and any attached files are intended for the sole use of the primary and copied addressee(s) and may contain privileged and/or confidential information. Any distribution, use or copying by any means of this information is strictly prohibited. If you received this email in error, please delete it immediately and notify the sender."
## Multi Year Capital Works Program 2008-2010

### Buildings and Facilities

<table>
<thead>
<tr>
<th>DAPA A</th>
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<th>2010</th>
<th>Notes</th>
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### Street Repaving

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<td>Total Initiative</td>
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### Street Rehabilitation

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<td>Station Road (Upgrade &amp; Lift Station)</td>
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<td>End of Life of Lift Station / Undersized</td>
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<td>McCarthy's Lane</td>
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### Storm Sewer Uplgradation

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<td>Charles Street</td>
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<td>400,000</td>
<td>Collapsed Storm Sewer</td>
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<tr>
<td></td>
<td>Broachay</td>
<td>100,000</td>
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<td></td>
<td></td>
<td>Collapsed Storm Sewer</td>
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<td>Pourah Avenue</td>
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<td>Fill Gap in Existing Knowledge Base</td>
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<td></td>
<td>Confederation Drive</td>
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<td>Potential Culvert Collapse</td>
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<tr>
<td></td>
<td>Bell's Brook Arterial Stone</td>
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<td></td>
<td>Vulnerable Arterial Sewer</td>
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### Fields and Parks

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<td>Wellington Recreational Complex</td>
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<td></td>
<td>Recreation Master Plan</td>
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<td>Rehabilitation - Bring to Code</td>
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<td></td>
<td>Cambod Road Playground</td>
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<td>Rehabilitation - Bring to Code</td>
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<td>Phillip Drive Playground</td>
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<td>Water Service St. Mark's Field</td>
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<td>Dona Plaza Drainage</td>
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### Notes

- **City of Corner Brook**
- **Total Budget** for the program: **$3,025,000.00**
- **Total Expenditure** for the program: **$1,117,199.00**
- **Total Revenue** for the program: **$3,210,000.00**
- **Total Revenue** for the program: **$30,006,000.00**
- **Total Expenditure** for the program: **$1,152,000.00**
- **Total Revenue** for the program: **$7,312,000.00**
- **Total Expenditure** for the program: **$242,000.00**
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<th>Budget 2020</th>
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**TOTAL YEARLY EXPENSE**

- **INHOUSE PROJECTS**
  - 1,240,000
  - 1,350,000
  - 687,000

- **CONTRACTED OUT**
  - 21,824,625
  - 10,741,787
  - 3,186,787

- **MAJOR PROJECTS**
  - 15,121,000
  - 5,820,000

- **REGULAR CAPITAL WORK**
  - 8,043,625
  - 4,763,787
  - 4,073,787

**TOTAL PROGRAM**

- $32,000.00

- Continuation of Program

- Continuation of Program

- $10,832,199.00
### Summary Of Projects - By Geographical Location

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<tr>
<th>Project</th>
<th>Curling</th>
<th>Westside</th>
<th>Townsite</th>
<th>Humbermouth</th>
<th>Downtown</th>
<th>Sunnyslope</th>
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If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
Cluney, see below:

From: Mercer, Cluney [mailto:mercercg@gov.nl.ca]
Sent: Monday, May 25, 2009 1:20 PM
To: MacDonald, Brandon
Subject: BCF 2009 cash flow

Brandon,

Can you give me some idea as to how much you expect to spend this year and out years for the life of these projects? A ballpark estimate is all I need.

CSIF Program
1. Water Treatment project ($42,500,000) – We indicated that we would be submitting a status report for 2008-2009 of $1.1M (Total) - that’s still to follow. For 2009-2010 FY - $16.2M and For 2010-2011 FY - $26.1M. That’s a total of $43.4M some rounding differences. I notice your total is $42.5, it should be $43.5.

BCF Program
1. Station Road sewer upgrades, ($700,000) – All of it in 2009-2010 FY
2. Georgetown Road sewer upgrades, ($600,000) – All of it in 2010-2011 FY
3. East Valley Road North storm sewer, ($1,064,000) - $619k 2009-2010 FY, $445k 2010-2011 FY
4. street upgrading ($1,200,000) - $800k in 2009-2010 FY, $400k in 2010-2011 FY

Newfoundland Labrador

Mr. Cluney Mercer, P. Eng.
Assistant Deputy Minister
Municipal Engineering and Planning
Department of Municipal Affairs
Government of Newfoundland and Labrador
P.O. Box 8700
St. John's, NL
A1B 4J6
Phone: 709-729-5326
Fax: 709-729-0477
mercercg@gov.nl.ca

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20 August 2009

Government of Newfoundland & Labrador
Department of Municipal Affairs
PO Box 8700
St. John's, NL
A1B 4J6

Attention: Mr. Baxter Rose, Deputy Minister

Re: Building Canada Fund – Communities Component
East Valley Road North Storm Sewer, Phases 1, 3 & 4, Project #26681

Dear Mr. Rose:

In response to your letter of August 10, 2009 regarding the above mentioned project, please be advised that the City of Corner Brook accepts the offer of funding and will make every effort to comply with the terms and cash flows as you have presented them.

Yours very truly,

Michael Dolter, MBA, CMA
Chief Administrative Officer

cc: Jim Warford
May 3rd, 2010

Government of Newfoundland & Labrador
Department of Municipal & Provincial Affairs
P.O. Box 8700
St. John’s, NL
A1B 4J6

Canada-Newfoundland Infrastructure Program

Attn: Mr. Eric Seaward, Manager
Canada/Newfoundland & Labrador Infrastructure Programs

Re: Building Canada Fund
Community Component Top Up, Project # 26681

Dear Sir:

There are four phases in the project for the East Valley Storm Sewer. Funding for three (3) of these phases (1, 3, & 4) is covered under the above funding while the remaining phase 2 was scheduled to be constructed in 2011 under a different funding program.

Phase 4 of this project includes fairly extensive work through the Majestic Square Park which will require closing the square for construction. The City has two central outdoor public park venues, Majestic Square and Margaret Bowater Park, and both of these are extensively used during the summer both for scheduled events as well as general leisure use. During this summer, The City is conducting major redevelopment of Margaret Bowater Park which will require closing the park. This closure will be quite disruptive to the public and The City does not want to close a second major park area in the downtown at the same time. To address this problem, we would like to defer Phase 4 of the East Valley Storm System until 2011.

In lieu of Phase 4, we request approval to substitute Phase 2 which has a similar budget. Phase 2 of the project consists of replacement of storm sewer from North Street to Central Street.

If you have any questions regarding this, please feel free to contact me by telephone at (709) 637-1626 or by email at jwarford@cornerbrook.com

Yours truly,

James Warford
Manager of Engineering Services

PW/ah

Cc: Steve May, Director of Operational Services
June 24, 2010

Municipal Engineering & Planning Branch
Government of Newfoundland and Labrador
Department of Municipal Affairs
P.O. Box 8700
St. John's, NL, Canada
A1B 4J6

Attention: Mr. Cluney Mercer, P. ENG.
Assistant Deputy Minister

Re: Building Canada Fund

Dear Sir:

As detailed design proceeds, including tendering of some projects, the City is now in a position that the scope of work of projects under the program must change in order to meet current budgets.

Accordingly, we request approval of the following revisions.

1. **Communities Component – Top Up**

   Project # 26678 Georgetown Road Sewer Up-grades
   Reduce the scope of work to meet budget funding of $600,000
   Revise scope of work as follows:
   Construct approximately 625m of sanitary sewer at Georgetown Road from the intersection of Candow Drive to Hilliard's Road. Decommission one (1) existing sewage pumping station.

2. **Communities Component – Top Up**

   Project # 26681 East Valley Road/North Street Storm Sewer
   Redistribute funding between phases 1, 3 & 4
   Phase I Detention Pond
   Revised Budget $536,000
Phase III Project Revised Budget $325,000
Phase IV Majestic Square Revised Budget $203,000
TOTAL $1,064,000

3. Communities Component – Top Up

Project # 26683 Street Upgrading

Woodbine Avenue Waterline Revised Budget $525,000

Highland Avenue Reconstruction Revised Budget $475,000
Revise project description as follows:
Reconstruct approximately 360m of Highland Avenue including sub-excavation, replacement of asphalt pavement & curb and minor drainage improvements.

Broadway Storm Sewer Replacement Phase I
Budget unchanged $200,000
Replace section of deteriorated storm sewer pipe from Broadway to Griffin Drive.

4. Infrastructure Stimulus

Project # 09190
Tenders received to date are for the above project funding. The following changes are requested:

Upper Valley Road Reconstruction Phase 2
Cancel this project in its entirety.

Humber Park Reconstruction Phase I
Revised budget $425,000

PRV Station Upgrades
Revised budget $500,000
...cont'd

Bayview Heights Pump House
Revised budget $200,000

MacDonald-Brown Connector
No Change $240,000

Recapping 2009
No Change $1,828,000

Recapping 2010
No Change $621,000

5. Communities Component - Top Up

Project #26877 26679

Watson’s Pond Industrial Park Fire Protection System
Budget $1,500,000

Revised Scope of Work:
Construction of a fire protection system for Watson’s Pond Industrial Park.
System to include construction of a water intake at Watson’s Pond, new
pumphouse with fire pumps. Approximately 600m of waterline & associated fire
hydrants. This is a non-potable water system.

Yours truly,

James Warford, P. Eng.
Manager of Engineering Services

JW/ah

Cc: D. Hynes, P. Eng.
R. Dillon, P. Eng.
S. May, P. Eng
E. Seaward
D. Strong
June 24, 2010

Municipal Engineering & Planning Branch
Government of Newfoundland and Labrador
Department of Municipal Affairs
P.O. Box 8700
St. John’s, NL, Canada
A1B 4J6

Attention: Mr. Cluney Mercer, P. ENG.
Assistant Deputy Minister

Re: Building Canada Fund

Dear Sir;

As detailed design proceeds, including tendering of some projects, the City is now in a position that the scope of work of projects under the program must change in order to meet current budgets.

Accordingly, we request approval of the following revisions.

1. Communities Component – Top Up

   Project # 26678 Georgetown Road Sewer Up-grades
   Reduce the scope of work to meet budget funding of $600,000
   Revise scope of work as follows:
   Construct approximately 625m of sanitary sewer at Georgetown Road from the intersection of Candow Drive to Hilliard’s Road. Decommission one (1) existing sewage pumping station.

2. Communities Component – Top Up

   Project # 26681 East Valley Road/North Street Storm Sewer
   Redistribute funding between phases 1, 3 & 4
   Phase I Detention Pond
   Revised Budget $536,000
Phase III Project Revised Budget $325,000
Phase IV Majestic Square Revised Budget $203,000

TOTAL $1,064,000

3. **Communities Component – Top Up**

Project # 26683 Street Upgrading

*Woodbine Avenue Waterline*
Revised Budget $525,000

*Highland Avenue Reconstruction*
Revised Budget $475,000
Revise project description as follows:
Reconstruct approximately 360m of Highland Avenue including sub-excavation, replacement of asphalt pavement & curb and minor drainage improvements.

*Broadway Storm Sewer Replacement Phase I*
Budget unchanged $200,000
Replace section of deteriorated storm sewer pipe from Broadway to Griffin Drive.

4. **Infrastructure Stimulus**

Project # 09190
Tenders received to date are for the above project funding. The following changes are requested:

*Upper Valley Road Reconstruction Phase 2*
Cancel this project in its entirety.

*Humber Park Reconstruction Phase I*
Revised budget $425,000

*PRV Station Upgrades*
Revised budget $500,000
Bayview Heights Pump House
Revised budget $200,000

MacDonald-Brown Connector
No Change $240,000

Recapping 2009
No Change $1,828,000

Recapping 2010
No Change $621,000

5. Communities Component – Top Up

Project #26677

Watson’s Pond Industrial Park Fire Protection System
Budget $1,500,000
Revised Scope of Work:
Construction of a fire protection system for Watson’s Pond Industrial Park. System to include construction of a water intake at Watson’s Pond, new pump house with fire pumps. Approximately 600m of waterline & associated fire hydrants. This is a non-potable water system.

Yours truly,

James Warford, P. Eng.
Manager of Engineering Services

JW/ah

Co D. Hynes, P. Eng.
R. Dillon, P. Eng.
S. May, P. Eng
E. Seaward
D. Strong
The City of Corner Brook

September 23rd, 2010

Municipal Engineering & Planning Branch
Government of Newfoundland and Labrador
Department of Municipal Affairs
P.O. Box 8700
St. John’s, NL, Canada
A1B 4J6

Attention: Mr. Cluney Mercer, P. ENG.
Assistant Deputy Minister

Re: Building Canada Fund

Dear Sir;

Further to my letter of June 24th, 2010, the City of Corner Brook would like to request an additional revision of funding.

Accordingly, we request approval of the following revisions.

1. **Communities Component – Top Up**

   Project # 26678 Georgetown Road Sewer Upgrades – revised as per letter of June 24th, 2010, no further change.

2. **Communities Component – Top Up**

   Project # 26681 East Valley Road/North Street Storm Sewer

   Redistribute funding between phases 1, 3 & 4

   a) Phase I Detention Pond

   Revised Budget $19,000

   City Council has decided to defer this phase of work. Costs shown cover Engineering work which was already expensed.
b) Phase III Project Revised Budget $359,300
    Phase III is complete

c) Phase IV Majestic Square

    City Council has decided that Phase IV is a priority and would like to shift all remaining funds into this phase.

    Revised Phase IV Budget $685,700

    TOTAL $1,064,000

3. **Communities Component – Top Up**

    Project #26683 Street Upgrading

    **Woodbine Avenue Waterline**
    As per letter of June 24th, 2010

    Budget $525,000

    **Highland Avenue Reconstruction**

    Revised Budget $500,000

    **Broadway Storm Sewer Replacement Phase I**

    Revised Budget $175,000

    TOTAL $1,200,000

4. **Infrastructure Stimulus**

    Project #9190 – revised as per letter of June 24th, 2010, no further change.

5. **Communities Component**

    Project #26679 – revised as per letter of June 24th, 2010, no further change.
Yours truly,

James Warford, P.
Manager of Engineering Services

JW/ah

Cc    D. Hynes, P. Eng.
R. Dillon, P. Eng.
S. May, P. Eng
E. Seaward
D. Strong
September 23rd, 2010

The City of Corner Brook

Municipal Engineering & Planning Branch
Government of Newfoundland and Labrador
Department of Municipal Affairs
P.O. Box 8700
St. John's, NL, Canada
A1B 4J6

Attention: Mr. Cluney Mercer, P. ENG.
Assistant Deputy Minister

Re: Building Canada Fund

Dear Sir;

Further to my letter of June 24th, 2010, the City of Corner Brook would like to request an additional revision of funding.

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1. **Communities Component – Top Up**

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   Revised Budget $19,000

   City Council has decided to defer this phase of work. Costs shown cover Engineering work which was already expensed.
b) Phase III Project Revised Budget $359,300
   Phase III is complete

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   As per letter of June 24th, 2010

   Budget $525,000

   Highland Avenue Reconstruction

   Revised Budget $500,000

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   Revised Budget $175,000

   TOTAL $1,200,000

4. Infrastructure Stimulus

   Project #9190 – revised as per letter of June 24th, 2010, no further change.

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Yours truly,

James Wartford, P.Eng.
Manager of Engineering Services

JW/ah

Cc  D. Hynes, P. Eng.
    R. Dillon, P. Eng.
    S. May, P. Eng
    E. Seaward
    D. Strong
PERMIT TO CONSTRUCT

Pursuant to the Water Resources Act, SNL 2002 cW-4.01, Section(s) 37, 48

Date: APRIL 29, 2014

Proponent: City of Corner Brook
PO Box 1080
Corner Brook NL A2H 6E1

Attention: Mr. Erik Neilson

Re: Corner Brook - Transmission Main for East Reservoir, Control Building, Pressure Reducing & Air Release Chambers and Chlorination System

Permission is hereby given for: the installation of 900 m of 350 mm diameter DI watermain, 770 m of 300 mm diameter DI watermain, 100 m of 250 mm diameter DI watermain, 180 m of 200 mm diameter DI watermain, 10 m of 150 mm DI watermain, booster hypo chlorination system, reservoir control building, pressure reducing and air release chambers, SCADA system and related works and appurtenances as described in a specification entitled "Corner Brook East Reservoir and Transmission Main" as well as a set of twenty-four drawings as received from CBCL Limited on March 12, 2014.

- This permit does not release the proponent from the obligation to obtain appropriate approvals from other concerned provincial, federal and municipal agencies.
- The proponent must obtain the approval of the Crown Lands Division of the Department of Environment and Conservation if the project is being carried out on Crown Land.
- This permit is subject to the terms and conditions indicated in Appendix A (attached).
- It should be noted that prior to any significant changes in the design or installation of the proposed works, or in event of changes in ownership or management of the project, an amendment to this permit must be obtained from the Department of Environment and Conservation under Section 49 of the Water Resources Act.
- Failure to comply with the terms and conditions will render this permit null and void, place the proponent and their agent(s) in violation of the Water Resources Act and make the proponent responsible for taking any remedial measures as may be prescribed by this Department.

[Signature]
MINISTER
GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
Department of Environment and Conservation

APPENDIX A
Terms and Conditions for Environmental Permit

Corner Brook - Transmission Main for East Reservoir, Control Building, Pressure Reducing & Air Release Chambers and Chlorination System

Water & Sewer General

1. Water pumped from excavations or work areas, or any runoff or effluent directed out of work sites, must have silt and turbidity removed by settling ponds, filtration, or other suitable treatment before discharging into a body of water. Effluent discharged into receiving waters must comply with the Environmental Control Water and Sewage Regulations, 2003.

2. All operations must be carried out in a manner that prevents damage to land, vegetation, and watercourses, and which prevents pollution of bodies of water.

3. Any areas adversely affected by this project must be restored to a state that resembles local natural conditions. Further remedial measures to mitigate environmental impacts on water resources can and will be specified, if considered necessary in the opinion of the Department.

4. All waste materials resulting from this project must be disposed of at a site approved by the Department of Service NL.

5. The works proposed must satisfy the requirements of the latest applicable codes and standards, and be consistent with or otherwise address the design criteria set out in the Department of Environment and Conservation publication Guidelines for The Design, Construction, and Operation of Water and Sewage Systems, 2005, and as amended from time to time.

6. The work must be undertaken in strict compliance with the submitted documents and the latest version of the Municipal Water, Sewer and Roads Master Construction Specifications. A copy of all documents, including the Municipal Water, Sewer and Roads Master Construction Specifications must be available for viewing at the construction site office at all times.

7. Liaison is to be maintained with the Design Approval Specialist representing the Community Water and Wastewater Section of this Department, during the construction and operation of the project. The Specialist shall be notified of the pre-construction and post-construction meetings so that he may attend, if deemed necessary. He can be reached at telephone (709) 637-2034.

8. Officials of this Department may visit the project from time to time to ensure that work is carried out within the provisions of this Permit, and is not creating any environmental hazard.

9. Any changes in the approved works, or works other than those specified in the application, must be submitted, in writing, to this Department, and approved, in the form of an Amendment to this Permit, prior to any work.

10. Copies of this Permit, as well as any subsequent Amendments, must be provided to the contractor(s) who will be carrying out these works, and to the engineer's site representative.

11. The attached Completion Report (Appendix B) for Permit No. 7428 must be completed and returned to this Department upon completion of the approved works.

12. This Permit is valid for two years from the date of issue. Work must be completed by that date or the application and approval procedure must be repeated.

13. The drinking water and wastewater system shall be operated and maintained in accordance with the Permit to Operate issued by this Department.

14. Management of stormwater is the responsibility of the municipality or LSD. Stormwater management should focus on ensuring that the post-development stormwater runoff rate will be equal to or less than the pre-development runoff rate. Any stormwater runoff has the potential to contribute to flooding downstream which may have liability issues for the municipality or LSD if not managed properly.

15. The Owner must update any drawings maintained of the drinking water or wastewater system to reflect the modification or replacement of the works, where applicable.

Water & Sewer Installation

16. Where the horizontal separation between watermain (including hydrant leads and drains) and gravity sanitary sewers is less than 3.0 metres, the watermain shall be laid in a separate trench, or on an undisturbed earth shelf located on one side of the sanitary sewer and at such an elevation that the invert of the watermain shall be a minimum of 450 mm above the crown of the sanitary sewer and 300 mm horizontally from the sanitary sewer measured edge to edge.
17. Watermains (including hydrant leads) crossing gravity sanitary sewers should be laid to provide a minimum vertical distance of 450 mm between the outside of the watermain and the outside of the sanitary sewer. This should be the case where the watermain is either above or below the sanitary sewer with preference to the watermain located above the sanitary sewer. At crossings, above or below, one full length of water pipe shall be located so both joints will be as far from the sanitary sewer as possible. Special structural support for the water and/or sewer pipes may be required.

Water Systems

18. Under no circumstances shall sewage be permitted to enter the waterline trench during or after construction.

19. All new waterlines and appurtenances shall be hydrostatically tested in accordance with the Municipal Water, Sewer and Roads Specifications.

20. All components, lubricants and chemicals provided shall be compatible for use with drinking water and shall meet the requirements of ANSI/NSF 60 Drinking Water Treatment Chemical Standard and ANSI/NSF 61 Drinking Water and System Component Standard and any other standard applicable to potable water.

21. Drains in valve chambers shall be equipped with a backwater valve and screening to prevent the entry of insects, birds, and rodents.

22. When crossing watercourses which are greater than 4.5 m in width, valves should be provided at both ends of water crossings so that the section can be isolated for testing or repair and the valves shall be easily accessible and not subject to flooding.

23. All new lines and appurtenances must be disinfected by an approved method described in the latest edition of the AWWA C651 Standard for Disinfecting Watermains and using only chlorine products that meet the NSF 60 standard.

24. After final flushing and before the new water main is commissioned into service, two consecutive sets of bacteriological samples, taken at least 24 hours apart, must be collected and tested for bacteriological quality. A sample shall be collected for every 366 m of new water main including the end of the main line and the end of each branch line. These sampling locations shall be determined by the engineer. A copy of test results must be submitted to the Regional Department of Environment and Conservation Office (Water Resources Management Division) before the new extension or upgraded line or equipment is placed into service. In the event of any bacteria detected in the sample results, flushing and re-sampling may be attempted or the disinfection process will need to be repeated until results for two consecutive days are bacteria free as per AWWA Standard C651. Where necessary, the Dept of Environment and Conservation should be contacted to determine provisions for the disposal of heavily chlorinated water. Bacteriological results along with completion reports for projects (Appendix B of the Permit to Construct) must be forwarded to the Regional Department of Environment and Conservation Office.

25. For the purpose of disinfecting new or upgraded watermains, connection may only be made to the existing watermain provided a valve is installed that maintains a water tight seal. This valve may be operated to flush the new water extension before disinfection and post disinfection provided adequate measures and procedures are followed to avoid a backflow and contamination of the existing system.

26. Drain lines from air release/vacuum valves shall not discharge at the bottom of the chamber next to the floor drain unless there is an air gap on the line to prevent any possibility of back-siphonage of chamber water back into the potable water system. The air gap shall be located at a location on the line just above the crown of the watermain. If an air gap is not possible in this area, the drain line shall be shortened so it discharges higher than the crown of the watermain.

27. The existing watermain that is being taken out of service must be permanently disconnected so as not to create a cross-connection with the town’s water distribution system.

Chlorination

28. A backflow prevention device, in this case a hose connection vacuum breaker, non removable, meeting or exceeding CSA 64.2, shall be attached to any hose bibb connection, to prevent the possibility of contaminants entering the potable water distribution system due to back-siphonage.

29. The hypochlorination system shall be set-up such that chlorine is injected in the line from the source prior to any other connection to that line with the exception of the raw water sampling tap. Also, in this regard the chlorinated water shall enter one end of the chlorine contact tank and exit out of the opposite end to allow for maximum contact time and mixing and to avoid potential short-circuiting.

30. A sample tap shall be provided so that water samples can be obtained from the raw water source and from an appropriate location after chlorination. Taps used shall be of the smooth-bored type without interior or exterior threads and shall not have a screen, aerator or other such appurtenance.

31. An eye wash station capable of providing a continuous 15 minute flush as a minimum, using potable water or equivalent, shall be installed in a convenient location(s) within each facility.

32. Floor drains in the chlorine equipment room must discharge to a separate sump outside the building and shall not be connected to other
33. The sodium hypochlorite shall be stored in a dark cool area to minimize loss of strength of the solution. In this regard a storage cabinet should be provided and shall be located away from any direct heat and light sources.

34. Personal protective equipment such as goggles and rubber gloves suitable for handling sodium hypochlorite must be provided.

35. Self-contained breathing apparatus or respiratory air-pac protection equipment shall be provided. The equipment shall be stored in convenient locations, but not inside any room where chlorine is used or stored. The unit shall use compressed air, have at least 30 minute capacity, and be compatible with the units used by the regional fire department.

36. Portable equipment must be provided for measuring chlorine residuals. The equipment shall have digital display readout, enable measurement of chlorine residuals to the nearest 0.02 mg/L, and shall be of a type approved by the Department of Environment and Conservation.

Pipe Crossing Municipal Works
37. Infilling must not cause increased water elevation upstream or increase flow velocity downstream of the site. Reduction of the natural cross sectional area of any watercourse is not permitted.

38. Completed pipe crossings must provide a minimum cover of 0.6 metres of stable compacted material sufficient to resist scouring and erosion. The finished surface cover must not extend above the original grade of the channel.

39. Where pumping is used to bypass flow, cofferdams must be installed both above and below areas of construction. The proponent must provide pumps with sufficient capacity to prevent washout of cofferdams.

40. Cofferdams must be properly designed and constructed of suitable materials to prevent leakage and to resist loss of any material as a result of erosion. Cofferdams must be removed upon completion of their intended function. All material must be removed carefully to prevent disturbance of the water body and to prevent water quality degradation.

41. A temporary diversion channel adequate to convey flow without causing erosion or downstream sedimentation may be employed during construction of the stream crossing. After the installation is complete, all flow must be diverted back into the fully reinstated original channel. The temporary channel must be permanently closed to all flow, backfilled and the area must be restored to its original condition.

Alterations Municipal Works
42. Any work that must be performed below the high water mark must be carried out during a period of low water levels.

43. Any flowing or standing water must be diverted around work sites so that work is carried out in the dry.

44. The use of heavy equipment in streams or bodies of water is not permitted. The operation of heavy equipment must be confined to dry stable areas.

45. All vehicles and equipment must be clean and in good repair, free of mud and oil, or other harmful substances that could impair water quality.

46. During the construction of concrete components, formwork must be properly constructed to prevent any fresh concrete from entering a body of water. Dumping of concrete or washing of tools and equipment in any body of water is prohibited.

47. The bed, banks and floodplains of watercourses, or other vulnerable areas affected by this project, must be adequately protected from erosion by seeding, sodding or placing of rip-rap.

48. Sediment and erosion control measures must be installed before starting work. All control measures must be inspected regularly and any necessary repairs made if damage is discovered.

49. Fill material must be of good quality, free of fines or other substances including metals, organics, or chemicals that may be harmful to the receiving waters.

SCADA- Ptc
50. The SCADA system shall not be on the same network as other business or municipal computing systems.

51. The SCADA system shall not be located below the level of any water storage basin used in the treatment process or any large diameter pipes.

52. SCADA systems which have network connectivity must have anti-virus applications installed.
53. The computer/master terminal unit containing the SCADA system master database and interface must be kept in a separate server room that can be locked.

54. Multiple firewalls must be installed on the SCADA system if remote access/login is allowed.

55. A spare computer must be provided that contains a backup copy of the SCADA system master database and interface.
cc: Mr. Chris Blanchard, B.Tech.(Env), AScT
Design Approval Specialist
Water Resources Management Division
Department of Environment and Conservation
PO Box 2006, Natron Building
Corner Brook NL A2H 6J8

cc: Ms. Krista Rebello, P. Eng.
Department of Environment and Conservation
Water Resources Management Division
PO Box 8700
St. John's NL A1B 4J6

cc: Ms. Paula Dawe, P.Eng.
Environmental Engineer, Community Water and Wastewater
Water Resources Management
Environment and Conservation
PO Box 8700
St. John's, NL
A1B 4J6

cc: Mr. Dan Hynes, P.Eng
Department of Municipal Affairs
PO Box 2006
Corner Brook NL A2H 6J8

cc: Mr. Carl Harn (Western)
Department of Government Services
PO Box 2006
Corner Brook NL A2H 6J8

cc: Fisheries Protection Division
Ecosystem Management Branch
Fisheries and Oceans Canada
P.O. Box 5657
St John's NL A1C 5X1

cc: Mr. Adam Clark, P. Eng.
CBCL Limited
135 St. Peters Road Suite 201
PO Box 1659
Charlottetown PEI C1A 7N4
Appendix B - Completion Report

Pursuant to the Water Resources Act, SNL 2002 cW-4-01, Section(s) 37, 48

Date: APRIL 29, 2014

Proponent: City of Corner Brook
PO Box 1080
Corner Brook NL A2H 6E1

Attention: Mr. Erik Neilson

Re: Corner Brook - Transmission Main for East Reservoir, Control Building, Pressure Reducing & Air Release Chambers and Chlorination System

Permission was given for: the installation of 900 m of 350 mm diameter DI watermain, 770 m of 300 mm diameter DI watermain, 100 m of 250 mm diameter DI watermain, 180 m of 200 mm diameter DI watermain, 10 m of 150 mm DI watermain, booster hypochlorination system, reservoir control building, pressure reducing and air release chambers, SCADA system and related works and appurtenances as described in a specification entitled "Corner Brook East Reservoir and Transmission Main" as well as a set of twenty-four drawings as received from CBCL Limited on March 12, 2014.

I (the proponent named above or agent authorized to represent the proponent) do hereby certify that the project described above was completed in accordance with the plans and specifications submitted to the Department of Environment and Conservation and that the work was carried out in strict compliance with the terms and conditions of the Permit issued for this project.

Date: __________________________ Signature: __________________________

This completion report must be completed and forwarded to the following address upon completion of the approved work.

Department of Environment and Conservation
Water Resources Management Division
PO Box 8700
St. John's NL A1B 4J6
## Schedule A

### City of Corner Brook
2014-2017 Multi Year

**Notes:**
- Amounts shown in red are updated in response to request from Denis Hickey re the unallocated amount of $833,333.
- These changes requested to Cluney Mercer in letter from Dale Park dated June 25, 2014.
- No response to request as of July 2, 2014, thus this version is not yet approved.

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<th>Net Funding</th>
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**TOTAL** 18,838,883 884,933 47,899,999 42,500,000 5,400,000

mvincent@cornerbrook.com

Printed: 02/07/2014
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
Keith, Debi L

From: Power, Chris
Sent: Thursday, January 07, 2016 2:04 PM
To: Hynes, Daniel
Subject: FW: RFP Wastewater Treatment Addendum No. 1
Attachments: 2015-47 RFP - Wastewater Strategic Plan.pdf; Addendum No. 2.pdf; Addendum No. 1.docx

FYI
I will print for our file

From: Vincent, Melody [mailto:mvincent@cornerbrook.com]
Sent: Thursday, January 07, 2016 1:40 PM
To: Power, Chris
Subject: RE: RFP Wastewater Treatment Addendum No. 1

Absolutely! Please find it attached, including both addendums. If you need further information please feel free to contact me!

Thank you,

Melody Vincent
Office Assistant II
City of Corner Brook
Engineering Department
P.O. Box 1080
Corner Brook, NL A2H 6E1
Tel: 709-637-1540
Email: mvincent@cornerbrook.com
Web site: www.cornerbrook.com

From: Power, Chris [mailto:ChrisPower@gov.nl.ca]
Sent: January-07-16 11:32 AM
To: Vincent, Melody
Subject: RE: RFP Wastewater Treatment Addendum No. 1

Hi Melody,
Could you send me a copy of the RFP document digitally?
Thanks,
Chris

Chris Power, P.Eng.
Regional Engineer
Dept. of Municipal Affairs
6th Floor, Sir Richard Squires Building
P.O. Box 2006
From: Vincent, Melody [mailto:mvincent@cornerbrook.com]
Sent: Friday, December 11, 2015 11:17 AM
To: Power, Chris
Subject: RFP Wastewater Treatment Addendum No. 1

Good Day Ms. Power,

Please find attached Addendum No. 1 as it relates to the Wastewater Strategic Plan RFP. If you have any inquiries please feel free to contact me at the undersigned or Mr. Jim Warford at 709-637-1626 or jwarford@cornerbrook.com.

Kind regards,

Melody Vincent
Office Assistant II
City of Corner Brook
Engineering Department
P.O. Box 1080
Corner Brook, NL A2H 6E1
Tel: 709-637-1540
Email: mvincent@cornerbrook.com
Web site: www.cornerbrook.com
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
May 5, 2016

Jim Warford, P. Eng.
Manager of Engineering Services
City of Corner Brook
5 Park Street
Corner Brook, NL A2H 2W8

Dear Mr. Warford:

RE: East Feedermain Upgrades
Fee Amendment to Existing PCA

As requested, please find attached an amendment to the existing "Corner Brook East Transmission Main and Reservoir" PCA, which is dated May 5, 2014.

Yours very truly,

CBCL Limited

Greg Sheppard, P. Eng.
Senior Civil Engineer
Direct: 709-364-8623
E-Mail: greg@cbcl.ca

Project No: 163024.00
AMENDMENT NO. 1

Additional Engineering – Project Extension Approved by City

STANDARD FORM OF AGREEMENT
BETWEEN CLIENT AND PRIME CONSULTANT

CITY OF CORNER BROOK

CBCL Project No.: 163024.00
Agreement Dated: May 5, 2016

This Agreement has been amended as per the attached Schedules i, ii and iii. In summary, fees have been increased to include design, contract administration and site inspection services for the East Feedermain Upgrades project. Total value of contract is now increased by: $117,415.00.

CITY OF CORNER BROOK

[Signature]

Signing Officer

[Date: May 19, 2016]

CBCL Limited

[Signature]

Signing Officer

[Date: May 5, 2016]

Witness for Signing Officer

[Signature]

[Date: May 19, 2016]

Witness for Signing Officer

[Signature]

[Date: May 5, 2016]
SCHEDULE 1

PROJECT DESCRIPTION

Provide description of project including:

Summary: Design and construction services for the replacement of a section of transmission main for the eastern Corner Brook water supply network.

Goal: The existing transmission line is located in a high pressure area and several breaks have occurred in recent years. Replacing a section of transmission main will improve system reliability.

Scope of Work: Preliminary and detailed design for water transmission main, including review meetings, topographic survey, contract documents, coordination of approvals, contract administration, site inspection, commissioning services, record drawings and project close-out.

Deliverables: Meeting minutes
66% contract drawings
Contract documents
Construction records (change orders, site instructions, shop drawing review, progress claim review as required)
Certificate of Substantial Completion
Record drawings.
SCHEDULE II
(Water, Sewer, and Municipal Roads)
BASIC AND OTHER ADDITIONAL SERVICES FEES

- Basic Services
  - Preliminary Engineering $6,240
  - Design and Contract Documents $15,640
  - Tendering and Contracts Award $1,400
  - Contract Administration $9,620

- Project Completion Phase and Project Record Drawings $4,500

- Other Additional Services:
  - Resident Services during Construction $61,000
    - Enter Description $8
    - Enter Description $8

- Prime Consultant Project Expenses for Above Services $9,700

TOTAL BASIC AND OTHER SERVICE FEES $98,100

TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE
(From Schedule III) $4,000

TOTAL SERVICE FEE (Less HST) $102,100
(Total Schedules II + III)
HST $15,315

TOTAL SERVICE FEE (Including HST) $117,415
SCHEDULE III
(Water, Sewer, and Municipal Roads)
ADDITIONAL REIMBURSABLE ALLOWANCES

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

- Site Surveys $4,000
- Geotechnical Investigations $
- Materials Testing $
  - Asphalt Extractions $
  - Concrete Testing $
  - Compaction Testing $
  - Enter Description $
  - Enter Description $
- Water Main Leakage Detection $
- Sewer Main Infiltration Detection $
- Enter Description $
- Enter Description $

TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES $4,000
Dept. of Municipal & Provincial Affairs – Municipal Water Sewer & Roads Specifications

CONTRACT CHANGE ORDER NOTICE

Form 5, Page No: 1 of 2

PROJECT NAME: Brookfield Avenue Storm Sewer Replacement
CONTRACT NO: 2015-18

CHANGE ORDER NUMBER: 3                           DATE: June 6, 2016

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

Place armour stone at storm sewer outfall. $90/cu. m
Hydroseed (topsoil) disturbed areas. Topsoil $15/sq. m, hydroseed $6/sq. m
Replace section of damaged pipe and modify an existing manhole. Lump sum $12,500.00
Mobilization/Demobilization Lump Sum $1000.00
Traffic Control As per schedule of quantities

4 EFFECT OF CHANGE ON CONTRACT

This change order will NOT affect the approved completion date. (X)

If (YES), 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 As per unit Prices in Item #3

( ) No Change
(X) Addition to Contract including HST payable by the Owner $39,029.07
( ) Deduction from Contract including HST payable by the Owner

CONTRACTOR: [Signature]

Authorized Contract Amount $S
Previous Change Orders $S
This Change Order $S
New Approved Contract Amount $S
.5 AUTHORIZATION TO PROCEED

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

DATE: _______________  ENGINEER: [Redacted]
DATE: **JUNE 6, 2016**  OWNER: [Redacted]

.6 CANCELLATION OF CONTEMPLATED CHANGE

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

DATE: _______________  ENGINEER: _______________

.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.
No I don’t think so.

Just confirm for me that what we have now reflected in the project descriptions in your new Schedule A we recently sent to you is correct.

Cluney Mercer P. ENG
Assistant Deputcy Minister
Municipal Infrastructure
Department of Municipal Affairs
P O Box 8700
St. John's, NL
A1B 4J6
709-729-3051
Email: mercercg@gov.nl.ca

From: Warford, Jim [mailto:jwarford@cornerbrook.com]
Sent: Thursday, June 02, 2016 9:58 AM
To: Mercer, Cluney; May, Steve
Cc: EngDocCtrl; Luther, Rayna; May, Steve
Subject: RE: Corner Brook Capital

Cluney,

With reference to the re-profiling of MYCW capital projects, there were two changes to the project list that I want to clarify.

1. The street improvement section of the original multiyear program (17-mycw-15-00043) included a project for Curling Street reconstruction ($350,000) and a project for Riverside Drive rebuild ($250,000). Following preliminary design it was determined that there was insufficient funds to complete either project. As a result it was decided to defer the Curling Street project and reallocate that funding to the higher priority project, Riverside Drive. That is the $600,000 project for Riverside Drive now included in the Street Improvements of the re-profiled NBCF projects.

2. The storm sewer systems upgrading (17-MYCW-15-00045) included a storm sewer project at Woodbine Ave. ($150,000) and another project at Raymond Heights ($500,000). Due to a new subdivision development upstream of the Woodbine storm system, it was determined that the storm sewer improvements as envisioned at Woodbine would no longer be required and it was decided to defer that project and use the funding towards an increased scope of work at Raymond Heights. That is the $650,000 project for Raymond Heights now included in the Water Sewer and Storm Sewer of the re-profiled NBCF projects.

My question is do you need a minute of Council confirming those changes?

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

From: Mercer, Cluney [mailto:mercercg@gov.nl.ca]
Sent: May-20-16 4:17 PM
To: May, Steve
Cc: Warford, Jim
Subject: RE: Corner Brook Capital
Importance: High

Yes, all of those list by Jim have been rolled over to the SCF. You funding approval letters and agreements for the two
projects are enroute to you as well as a revised MYCW Schedule A removing the same amount of funding from the 2014-
17 MY program. You should get them early next week.

Cluney Mercer P. ENG
Assistant Deputy Minister
Municipal Infrastructure
Department of Municipal Affairs
P O Box 8700
St. John’s, NL
A1B 4J6
709-729-3051
Email: mercercg@gov.nl.ca

From: May, Steve [mailto:smay@cornerbrook.com]
Sent: Friday, May 20, 2016 4:12 PM
To: Mercer, Cluney
Cc: Warford, Jim
Subject: FW: Corner Brook Capital

Hi Cluney,
You’re probably swamped with questions following the announcement today on BCF funding, but our council is
wondering about the specific projects.
Would I be correct in saying that most of the 10 projects listed below in Jim’s e-mail (from the current MYC program) are
now funded under the BCF program?
The Fed + Prov amounts shown total $2.542M, which combined with 30% City contribution comes to a total of
$3,631,858 (close to Jim’s total of $3,850,000).
Appreciate any info you can provide!

<table>
<thead>
<tr>
<th>Community</th>
<th>Project</th>
<th>Federal Contribution</th>
<th>Provincial Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corner Brook</td>
<td>Street improvements on Riverside Drive and related collector streets</td>
<td>$554,336</td>
<td>$609,770</td>
</tr>
</tbody>
</table>
Steve May  
Director of Operational Services  
City of Corner Brook

From: Warford, Jim  
Sent: March-03-16 4:46 PM  
To: Mercer, Cluney; May, Steve  
Cc: Duffett, Ian; EngDocCtrl  
Subject: RE: Corner Brook Capital

Cluney,

As per your request, the following is a list of projects from the City 2014/2017 multiyear program where work has not started and which can be considered for the BCF program:

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Management Program</td>
<td>$50,000</td>
</tr>
<tr>
<td>Riverside Drive Section Rebuild</td>
<td>$600,000</td>
</tr>
<tr>
<td>Street Resurfacing</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Traffic Light Upgrades</td>
<td>$140,000</td>
</tr>
<tr>
<td>Georgetown Road Sanitary Sewer Lift Station</td>
<td>$400,000</td>
</tr>
<tr>
<td>Confederation Drive Storm Sewer Replacement</td>
<td>$180,000</td>
</tr>
<tr>
<td>Gilbert Street Storm System Replacement</td>
<td>$180,000</td>
</tr>
<tr>
<td>Raymond Heights New Storm System</td>
<td>$650,000</td>
</tr>
<tr>
<td>Watermain Rehabilitation</td>
<td>$450,000</td>
</tr>
<tr>
<td>Georgetown Road Watermain Flushing Chamber</td>
<td>$200,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$3,850,000</strong></td>
</tr>
</tbody>
</table>

Project descriptions are attached. All projects will be started this construction season and completed this fiscal year. Let me know if you have any questions or require anything further.

Jim

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

INTERNAL USE ONLY
**Asphalt Management Program Budget $50,000**

**Problem Description:** The City has over 100 km of paved streets with a replacement value between 200 and 300 million dollars. Proper management of that infrastructure is critical in order to sustain existing infrastructure, maximize life cycles and reduce costs. A pavement management system is necessary to prioritize and optimize work to get the best value.

**Project Description:** Under this project the City would set up a pavement management system for planning, scheduling, budgeting, and analyzing alternative pavement maintenance and repair activities.

**Riverside Drive Section Rebuild budget $600,000**

**Problem Description:** A section of Riverside Drive approximately from the North entrance to the former Lafarge Gypsum Plant and West has been continually settling due to unstable subgrade material. The resulting depression in the road surface is hazardous to traffic and if not dealt with, may lead to a landslide.

**Project description:** Excavate approximately 45m of roadway and stabilize with new subgrade materials, repave, replace guardrail and improve drainage.

**Street Resurfacing budget $1,000,000**

**Problem Description:** Corner Brook has some 125 km of asphalt paved streets. Typically, asphalt pavements last at least twenty years if properly constructed and maintained/ however actual lifespan of is subject to usage patterns, environment, topography and other related issues. In addition to regular maintenance, periodic resurfacing is required to maintain the City Street network.

**Project Description:** Collector street resurfacing program consisting of removal and replacement of asphalt pavement and recapping. Approximate quantity of approximately 4500 tonnes. Project street list to be determined based on a comprehensive street evaluation. Streets to be paved have an average daily traffic in excess of 3000 vehicles.

**Traffic Light Upgrades budget $140,000**

**Problem Description:** Existing traffic controllers at West Valley and O'Connell; West Valley and Confederation Drive are twenty + years old and parts are no longer available. The controllers are consistently malfunctioning and if not upgraded, will have a negative effect on traffic flows, increased downtime and increased maintenance costs.

**Project Description:** Upgrade two obsolete traffic light controllers

**Georgetown Road Sanitary Sewer lift station $400,000**

**Problem Description:** Sewer Lift Station is obsolete. Adjacent brook is prone to flooding. Without improvements to this system, maintenance cost will be increased, outages of the station will continue and probably increase in frequency, discharge to the nearby brook will be a consequence.
Project Description: Replace existing sewer lift station and sewer force main

Confederation Drive Storm Sewer Replacement budget $180,000

Problem Description: Existing culvert bottom is rusted out and failed. Storm water travels under pipe and will cause sinkholes in not addressed.

Project description: Slip-line existing pipe to contain storm sewer.

Gilbert Street Storm System Replacement budget $180,000

Problem Description: Existing System is undersized and incapable of handling runoff. This leads to water washing out the road and damaging the shoulder of the road.

Project description: Upgrading of existing storm sewer and installation of high back curb to protect shoulder and private property.

Raymond Heights New Storm System budget $650,000

Problem Description: Residents have experienced water/runoff problems for years. No storm sewer system exists in the area for drainage of residential property.

Project Description: Phase 1: Install approximately 260 meters of new storm sewer and service laterals from civic # 30 to #62 Raymond Heights. Currently no storm sewer system exists in this area.

Watermain Rehabilitation budget $450,000

Problem Description: There are extreme levels on unaccounted for water in the Corner Brook water system. It is suspected that old and deteriorated water mains are the cause of this problem. This lost water will be critical as the new water treatment system comes on line, resulting in possible capacity issues and higher than normal water treatment costs. Deteriorated lines require increases maintenance and higher costs.

Project Description: In combination with a leakage investigation through zone metering, this program will rehabilitate existing deteriorating waterlines to reduce leakage and water-main breaks.

Georgetown Road Watermain Flushing Chamber budget $200,000

Problem Description: An existing dead end waterline on Georgetown Road results in stagnant water and poor water quality.

Project Description: Install water flushing chamber on the dead end water main on Georgetown Road. Automatic flushing will avoid stagnant water and provide better water quality and disinfection.
STANDARD FORM OF AGREEMENT
BETWEEN CLIENT AND PRIME CONSULTANT

THE CITY OF CORNER BROOK
RAYMOND HEIGHTS
STORM SEWER ANALYSIS AND DESIGN

Amec Foster Wheeler Environment and Infrastructure

Project No.:
DMA Project No.:
Funding Program:
AGREEMENT

THIS AGREEMENT made at Corner Brook, in the Province of Newfoundland and Labrador, on this day of July 19, 2016

BETWEEN:

THE CITY OF CORNER BROOK

("The Client")

AND:

AMEC FOSTER WHEELER ENVIRONMENT AND INFRASTRUCTURE

a Division of Amec Foster Wheeler Americas 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").

Revision Date: July 20, 2012

Page 2 of 33

DMA PCA
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:** July 19, 2016
- **Completion Date:** November 22, 2016

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.

THE CITY OF CORNER BROOK

[Signature]

Signing Officer

July 19/16

Date

[Name]

Witness or Signing Officer

July 19/16

Date

AMEC FOSTER WHEELER ENVIRONMENT AND INFRASTRUCTURE

A division of Amec Foster Wheeler Americas Limited

[Signature]

Signing Officer

July 15, 2016

Date

[Name]

Witness or Signing Officer

July 15/16

Date
SCHEDULE “A”
SCOPe OF WORK
BETWEEN PRIME CONSULTANT AND CLIENT
INDEX

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Part 2  RESPONSIBILITIES ....................................................... 7
Part 3  GENERAL REQUIREMENTS ........................................... 9
Part 4  BASIS OF PAYMENT SCHEDULE .................................... 11

Schedule I  Project Description
Schedule II  Basic and Other Additional Services Fees
Schedule III  Additional Reimbursement Expenses
Schedule IV  Project Schedule
Schedule V  Other General Requirements
PART 1  DEFINITIONS

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

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

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

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

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

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

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

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

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

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

1.11 Program Advisory Services: means Consulting Services provided by the Prime Consultant prior to start of Basic Services.
1.12 Project Budget Forecast: means the Client's estimated total expenditure for the project. It includes the construction budget forecast and all other costs to the Client for the project such as, but not limited to, professional fees, taxes (HST) and acquisition costs.

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

PART 2 RESPONSIBILITIES

2.1 PRIME CONSULTANT

.1 The Prime Consultant's services consist of Basic Services and Additional Services which may be required to perform the Work as outlined in Schedules I, II and III.

.2 The Prime Consultant's services as provided for under and pursuant to this Agreement at and during all phases of the Work shall encompass coordination of all disciplines, quality assurance and documentation control to integrate all services and Sub-Consultant's work. The Prime Consultant shall prepare and submit contract documents in accordance with the Client's requirements, as outlined in Schedules I and IV.

.3 During the tendering and contract award phase, the Prime Consultant may advise and assist the Client in obtaining bids and awarding construction contracts. The Department of Municipal Affairs' tendering and contract procedures and administrative practices will be followed in the performance of this phase.

.4 The Client may require the Prime Consultant to provide construction administration services. When required the Prime Consultant's service shall be based upon the scope of work as outlined in Schedule I of this agreement, as agreed between the Client and the Prime Consultant.

.5 The project completion phase represents the portion of the Basic Services to be provided at the commencement of substantial completion until expiry of the one year Project warranty period. This service includes the provision of record drawings and advice concerning issues arising during this period.

.6 The Prime Consultant should be aware of its responsibilities under the Occupational Health and Safety Act & Regulations. Notwithstanding any obligation imposed by the Occupational Health and Safety Act & Regulations, the Prime Consultant shall:

a) Verify, prior to issuing approval to proceed with the work, that a contractor(s) has a safe work policy and that a site specific health and safety risk assessment & management plan is in place for the project.

b) Ensure that key onsite personnel under the employ of the prime Consultant have a reasonable understanding of industry accepted construction practices, including the Occupational Health and Safety Act & Regulations pertaining to the type of work being undertaken.

c) Through regular project progress meetings obtain copies of contractor documented safety plan activities at the site, including but not necessarily limited to reporting of events/incidents, minutes of toolbox meetings, and any required actions to be taken as a result of these activities.
d) Identify unsafe work conditions to the contractor that on site personnel may become aware of, and if necessary report same to the Occupational Health & Safety regulators.

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

.8 The following schedules apply:
   Schedule I - Project Description
   Schedule II - Basic and Other Additional Services Fees
   Schedule III - Additional Reimbursable Allowances
   Schedule IV - Project Schedule
   Schedule V - Other General Requirements

2.2 CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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.)

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.

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

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.

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.
3.4 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 received 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 1
PROJECT DESCRIPTION

Provide description of project including:

Summary: The purpose of the project is to provide detailed engineering design, contract administration, and inspection services for the construction of a storm sewer at Raymond Heights to intercept drainage from properties to the east side of the street.

The work is to include, but not be limited to, design services for the installation of 260 m of storm sewer main and service laterals, a study of and recommendations for the upgrade to the existing storm sewer system at the lower end of the street.

Goal: To provide design, resident inspection and contract administration services to the City of Corner Brook for the installation of new, and upgrade of existing, storm sewer system on Raymond Heights.

Scope of Work:
- Design, project management and resident inspection services for the supply and installation of approximately 260 m of new storm sewer main and service laterals from house 38 to house 68 on Raymond Heights,
- Analysis of the existing storm sewer on Raymond Heights from house 38 to the intersection with West Valley Rd,
- Complete a report with recommendations for repair/replacement of the existing lower storm sewer system complete with associated cost estimates, and
- Design, project management and resident inspection services for the upgrade, repair, or replacement of the existing system at the connection point with the proposed new system.
- Provide all services in accordance with municipal, provincial, and federal laws, acts, regulations and guidelines fulfilling the direct and indirect project objectives identified in the original RFP.

Deliverables: - Existing condition summary report and cost estimates,
- Preliminary and detailed design drawings and specifications,
- Traffic control plans,
- Tender documents and estimates,
- Tender evaluation, recommendation of award and award letters,
- Completed environmental permit applications, and
- Contract documents, reviewed shop drawings, status reports, reviewed contractor progress claims, approved change orders, close out documents, field reports and project record drawings.
**SCHEDULE II**  
*(Water, Sewer, and Municipal Roads)*  
**BASIC AND OTHER ADDITIONAL SERVICES FEES**

- **Basic Services**
  - Preliminary Engineering  
  - Design and Contract Documents  
  - Tendering and Contracts Award  
  - Contract Administration  
  - Project Completion Phase and Project Record Drawings  

- **Other Additional Services:**
  - Resident Services during Construction  
  - Existing Storm Sewer Inspection and Condition Assessment

- **Prime Consultant Project Expenses for Above Services**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering</td>
<td>$2,410.00</td>
</tr>
<tr>
<td>Design and Contract Documents</td>
<td>$12,340.00</td>
</tr>
<tr>
<td>Tendering and Contracts Award</td>
<td>$4,790.00</td>
</tr>
<tr>
<td>Contract Administration</td>
<td>$4,800.00</td>
</tr>
<tr>
<td>Project Completion Phase and Project Record Drawings</td>
<td>$3,400.00</td>
</tr>
<tr>
<td>Resident Services during Construction</td>
<td>$30,600.00</td>
</tr>
<tr>
<td>Existing Storm Sewer Inspection and Condition Assessment</td>
<td>$24,950.00</td>
</tr>
<tr>
<td>Prime Consultant Project Expenses</td>
<td>$968.00</td>
</tr>
</tbody>
</table>

**TOTAL BASIC AND OTHER SERVICE FEES**  
$84,258.00

**TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE**  
*(From Schedule III)*  
$3,000.00

**TOTAL SERVICE FEE (Less HST)**  
*(Total Schedules II + III)*  
$87,258.00

**HST**  
$13,088.70

**TOTAL SERVICE FEE (Including HST)**  
$100,346.70
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 $ 500.00  
  o Compaction Testing $ 2,500.00  
  o Enter Description $  
  o Enter Description $  

- Water Main Leakage Detection $  

- Sewer Main Infiltration Detection $  

- Enter Description $  

- Enter Description $  

TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES $ 3,000.00
<table>
<thead>
<tr>
<th>BASIC AND OTHER ADDITIONAL SERVICES FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Programming Advisory Services</td>
</tr>
<tr>
<td>• Basic Services</td>
</tr>
<tr>
<td>• Concept Design</td>
</tr>
<tr>
<td>• Design Development</td>
</tr>
<tr>
<td>• Contract Documents</td>
</tr>
<tr>
<td>• Proposal/Tendering &amp; Contract Award</td>
</tr>
<tr>
<td>• Contract Administration</td>
</tr>
<tr>
<td>• Project Completion Phase and Project Record Drawings</td>
</tr>
<tr>
<td>• Other Additional Services:</td>
</tr>
<tr>
<td>• Commissioning</td>
</tr>
<tr>
<td>• Enter Description</td>
</tr>
<tr>
<td>• Enter Description</td>
</tr>
<tr>
<td>• Resident Services during Construction</td>
</tr>
<tr>
<td>• Enter Description</td>
</tr>
<tr>
<td>• Enter Description</td>
</tr>
<tr>
<td>• Design Services - Segregated Construction Contracts</td>
</tr>
<tr>
<td>• Construction Management - Multiple Contracts</td>
</tr>
<tr>
<td>• Prime Consultant Project Expenses for Above Services</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL BASIC AND OTHER SERVICE FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(From Schedule III)</td>
</tr>
</tbody>
</table>

| TOTAL SERVICE FEE (Less HST)            |
| (Total Schedules II + III)             |

| HST                                    |
|                                        |

<table>
<thead>
<tr>
<th>TOTAL SERVICE FEE (Including HST)</th>
</tr>
</thead>
</table>
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

TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES

$
SCHEDULE IV
PROJECT SCHEDULE

See attached, next page.
<table>
<thead>
<tr>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT MILESTONES</td>
<td>97 days</td>
<td>Mon 11/07/16</td>
<td>Tue 22/11/16</td>
</tr>
<tr>
<td>1. Project Award / Receipt of Written Approval</td>
<td>0 days</td>
<td>Mon 11/07/16</td>
<td>Mon 13/07/16</td>
</tr>
<tr>
<td>2. Project Setup / Kick-off Meeting / Collect and Review Existing Data</td>
<td>5 days</td>
<td>Mon 11/07/16</td>
<td>Fri 15/07/16</td>
</tr>
<tr>
<td>3. Existing Storm Sewer Inspection and Condition Assessment</td>
<td>5 days</td>
<td>Mon 18/07/16</td>
<td>Fri 22/07/16</td>
</tr>
<tr>
<td>4. Hydrological Analysis</td>
<td>5 days</td>
<td>Mon 25/07/16</td>
<td>Fri 29/07/16</td>
</tr>
<tr>
<td>5. Client Review and Discussion</td>
<td>5 days</td>
<td>Mon 25/07/16</td>
<td>Fri 29/07/16</td>
</tr>
<tr>
<td>6. Topographical Survey</td>
<td>5 days</td>
<td>Mon 01/08/16</td>
<td>Fri 05/08/16</td>
</tr>
<tr>
<td>7. Traffic Control Analysis and Planning</td>
<td>5 days</td>
<td>Mon 01/08/16</td>
<td>Fri 05/08/16</td>
</tr>
<tr>
<td>8. Preliminary Design Deliverables</td>
<td>10 days</td>
<td>Mon 01/08/16</td>
<td>Fri 12/08/16</td>
</tr>
<tr>
<td>9. Detailed Design</td>
<td>10 days</td>
<td>Mon 08/08/16</td>
<td>Fri 19/08/16</td>
</tr>
<tr>
<td>10. Preparation of contract Documents</td>
<td>5 days</td>
<td>Mon 22/08/16</td>
<td>Fri 26/08/16</td>
</tr>
<tr>
<td>11. Class A Pretender Estimate</td>
<td>5 days</td>
<td>Mon 29/08/16</td>
<td>Fri 02/09/16</td>
</tr>
<tr>
<td>12. Preparation of Tender Documents</td>
<td>5 days</td>
<td>Mon 29/08/16</td>
<td>Fri 02/09/16</td>
</tr>
<tr>
<td>13. Environmental Permitting</td>
<td>10 days</td>
<td>Mon 25/08/16</td>
<td>Fri 09/09/16</td>
</tr>
<tr>
<td>14. Tender Period</td>
<td>10 days</td>
<td>Mon 12/09/16</td>
<td>Fri 23/09/16</td>
</tr>
<tr>
<td>15. Construction Administration</td>
<td>30 days</td>
<td>Mon 26/09/16</td>
<td>Fri 04/11/16</td>
</tr>
<tr>
<td>16. Resident Inspection</td>
<td>10 days</td>
<td>Mon 19/11/16</td>
<td>Fri 24/11/16</td>
</tr>
<tr>
<td>17. At-Built Completion / Submission</td>
<td>10 days</td>
<td>Mon 07/11/16</td>
<td>Fri 18/11/16</td>
</tr>
<tr>
<td>18. Project Closure Activities</td>
<td>2 days</td>
<td>Mon 21/11/16</td>
<td>Tue 22/11/16</td>
</tr>
</tbody>
</table>
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.

No 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 Six Thousand, Two Hundred and Ninety Dollars and Zero Cents. ($ 86,290.00 ) (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 $968.00 (+ HST). 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 $ and must be included in Schedule II on the line entitled "Prime Consultant Project Expenses for Above Services."
SEE ATTACHED BREAKDOWN OF ESTIMATED EXPENSES.

Reimbursement Option C  □ Selected Option

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

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

1.3 Payment General

(a) Regardless of the payment option selected in Article 1.1 and/or 1.2, the Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of One Hundred Thousand, Three Hundred and Forty Six Dollars and Seventy Cents (HST Inc).

( $ 100,346.70 HST Inc.)

(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:

   The 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, S NL 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;

(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, RSNL 1990 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:

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

Phone: (709) 637-1626
Fax: (709) 637-1502
Email: jwarford@cornerbrook.com

For the Prime Consultant:

Mr. Ian Osmond, P.Eng., FEC.

Amec Foster Wheeler Environment and Infrastructure
5 Union Street
Corner Brook, NL A2H 5M7

Phone: (709) 634-0608
Email: ian.osmond@amecfw.com
8.1 Notices, requests or documents shall be deemed to have been received by the addressee as follows:

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

Article - 9. LIABILITY

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

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

Article - 10. COMPLIANCE WITH LAW

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

10.2 The Prime Consultant shall ensure that the Prime Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Prime Consultant or the Prime Consultant's Representatives in the performance of the Work.
Article - 11. ARBITRATION

11.1 In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, the parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

11.2 In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either party may give the other notice of such dispute and request third party mediation thereof.

11.3 Should the parties not agree to third party mediation or the matter in dispute between the parties not be resolved by mediation, then in the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Articles 11.1 and 11.2), either party may give the other notice of such dispute and request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL 1990 cA-14, Including such provisions for the appointment of arbitrators.

Article - 12. LAWS GOVERNING

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

Article - 13. USE OF WORK

13.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

13.2 With respect to 13.1 the Prime Consultant's liability to the Client for and in respect of the Work is solely limited to the project described in this Agreement.

Article - 14. CONFLICT OF INTEREST

14.1 No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.

14.2 The Prime Consultant and the Prime Consultant's Representatives:

(a) shall conduct all duties related to this Agreement with impartiality;
(b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;

(c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and

(d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 15. SUB-CONTRACTORS

15.1 The Prime Consultant shall not sub-contract all or a portion of the Work without the prior written approval of the Client which consent will not be unreasonably withheld.

15.2 The entry into any sub-contract shall not relieve the Prime Consultant of any of its obligations under the terms of this Agreement.

Article - 16. GENERAL

16.1 Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.

16.2 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.

16.3 Time shall be of the essence of this Agreement.

16.4 The failure of the Client to insist upon or enforce in any instance strict performance by the Prime Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client’s right to assert or rely upon any such terms or rights on any future occasion.

16.5 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

16.6 The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

16.7 This Agreement shall enure to the benefit of and be binding upon the Parties hereof, 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:

  o Share personal computer drives or folders on a computer accessing the network; or

  o 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.
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
Ok thanks Steve.

Cluney Mercer P. ENG
Assistant Deputy Minister
Municipal Infrastructure
Department of Municipal Affairs
P O Box 8700
St. John's, NL
A1B 4J6
709-729-3051
Email: mercercg@gov.nl.ca

Hi Cluney,

I'm not aware of anything else on this issue beyond this Aug 30th e-mail from Jim. This is certainly not a new issue with [redacted] nor is it a unique issue in Corner Brook. We have surface water and ground water complaints in almost every neighbourhood around the City, in particular in areas where construction occurred on roads and homes following the old development standards. We view these issues as being the homeowners responsibility to improve the drainage around their own homes.

Steve May
Director of Infrastructure & Public Works
City of Corner Brook
P.O. Box 1080
5 Park Street
Corner Brook, NL A2H 6E1
709 637-1541
SMay@CornerBrook.com
www.CornerBrook.com

From: Warford, Jim
Sent: August-30-16 8:35 AM
To: Mercer, Cluney; May, Steve
Cc: [redacted]
Subject: RE: Issue with [redacted] West valley Road and sewer backup
Cluney,

Further to my earlier email, the City currently has no plans to do any other work on this issue.

Jim

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

From: Mercer, Cluney [mailto:mercercg@gov.nl.ca]
Sent: August-29-16 12:06 PM
To: May, Steve; Warford, Jim
Subject: Issue with West valley Road and sewer backup
Importance: High

My minister is doing an interview tomorrow and would like to know if the recently approved CWWF project (separation of Combined sewer) will help address the issue. If not is the city planning any other intervention? A response at your earliest would be appreciated.

Cluney Mercer P. ENG
Assistant Deputy Minister
Municipal Infrastructure
Department of Municipal Affairs
P O Box 8700
St. John’s, NL
A1B 4J6
709-729-3051
Email: mercercg@gov.nl.ca

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Dept. of Municipal & Provincial Affairs – Municipal Water Sewer & Roads Specifications

CONTRACT CHANGE ORDER NOTICE

Form 5, Page 1 of 2

PROJECT NAME: City of Corner Brook

PROJECT NO: 163024.00

CHANGE ORDER NUMBER: 1, 2 and 3

.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

1. Drainage improvements at Foresthill Rd / Confederation Dr and Pinegrove Ave / Confederation Dr (Contractor’s CO#1).
2. Headwall repairs and handrail at underground pedestrian walkway (Contractor’s CO#2).
3. Relocate three large rocks to block vehicular access to pedestrian walkway (Contractor’s CO#3).

.4 EFFECT OF CHANGE ON CONTRACT

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

If 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
( ) Addition to Contract including HST payable by the Owner $85,126.45
( ) Deduction from Contract including GST payable by the Owner

CONTRACTOR:

Authorized Contract Amount
Previous Change Orders
This Change Order
New Approved Contract Amount

(Signature)

$401
### Change Order Request

**Date:** October 27, 2016  
**Prepared By:** Mark Hutchinson

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>Supply &amp; Install 750 mm HDPE Culvert</td>
<td>18.4</td>
<td>m</td>
<td>482.00</td>
<td>8,888.80</td>
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<tr>
<td>Supply &amp; Install 1500mm Storm Manhole - 2.00-2.49m</td>
<td>1</td>
<td>each</td>
<td>6,712.00</td>
<td>6,712.00</td>
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<tr>
<td>Supply &amp; Install 1200mm Storm Manhole - 2.00-2.49m</td>
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<td>each</td>
<td>5,556.00</td>
<td>5,556.00</td>
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<td>Supply &amp; Install Concrete Headwall for 600mm HDPE</td>
<td>1</td>
<td>each</td>
<td>7,557.00</td>
<td>7,557.00</td>
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<tr>
<td>Supply &amp; Install Concrete Swale as Per SK02 &amp; SK03</td>
<td>116</td>
<td>m</td>
<td>105.00</td>
<td>12,180.00</td>
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<td>Supply &amp; Install 300mm HDPE Pipe</td>
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<td>m</td>
<td>62.00</td>
<td>1,705.00</td>
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<td>Supply &amp; Install 300mm HDPE 45 Deg Bends</td>
<td>2</td>
<td>each</td>
<td>218.00</td>
<td>436.00</td>
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<tr>
<td>Supply &amp; Install 800mm CMP Pipe (As per Sch of Qtys)</td>
<td>3</td>
<td>m</td>
<td></td>
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<tr>
<td>Supply &amp; Install 600mm CMP 45 Deg Bends w couplers</td>
<td>2</td>
<td>each</td>
<td>504.00</td>
<td>1,008.00</td>
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<tr>
<td>Trench Excavation as Per Contract Unit Price</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Pipe Bedding as Per Contract Unit Price</td>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Class A &amp; B as Per Contract Unit Price</td>
<td></td>
<td></td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Rip-Rap Culvert Headwalls as Per Contract Unit Price</td>
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<td></td>
<td>-</td>
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<tr>
<td>Flagperson Hours as Per Contract Unit Price</td>
<td></td>
<td></td>
<td></td>
<td>-</td>
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<tr>
<td>Asphalt Removal &amp; Cutting as Per Contract Unit Price</td>
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</tr>
</tbody>
</table>

**Subtotal** 44,022.80  
**HST 15%** 6,603.42  
**Total** 50,626.22

If accepted, please sign here:  
Date: 23-Nov-16  

Purchase Order Number:  

Image S.40.1
## Change Order Request

**Contract**
- City of Corner Brook
- 5 Park Street
- P.O. Box 1080
- Corner Brook, NL Canada
- A2H 6E1

**Description of Work & Conditions**
Relocate 3 Armour Stone Rocks from the Laydown Area on Confederation Drive to the upper section of New Walkway on Pinegrove Ave. Rocks will be relocated with a 32 Tonne Boom Truck.

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relocate 3 City Owned Armour Rocks to Pinegrove Ave.</td>
<td>1</td>
<td>LS</td>
<td>$1,320.00</td>
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<td>Contractor 10% Profit</td>
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<td>Contractor 10% O/H</td>
<td>1</td>
<td>LS</td>
<td>$145.20</td>
<td>$145.20</td>
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**Notes:**
1. Price Valid for 30 Days
2. Price doesn't include barriers or wood markers on or near rocks.

Subtotal $1,597.20
H.S.T (15%) $239.58
Total $1,836.78

**Date:** November 3, 2016
**Prepared By:** Mark Hutchinson

PO Box 640, 4 White Lakes Rd
Corner Brook, NL A2H 6E1
Ph: 709-639-2330, Fax: 709-686-5237
Email: info@marinecontractors.ca
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
Good Afternoon Boyd:

Please see attached the Standard Form of Agreement between Client and Prime Consultant for 17-MYWC-18-00018, East Valley Road/Central Street Storm Sewer Replacement.

Thank you and have a great day.

Lisa Butt  
Office Assistant II  
Engineering Department  
City of Corner Brook  
P.O. Box 1080  
Corner Brook, NL A2H 6E1  
(T) 709-637-1540  
email: lbutt@cornerbrook.com  
website: www.cornerbrook.com

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STANDARD FORM OF AGREEMENT
BETWEEN CLIENT AND PRIME CONSULTANT

EAST VALLEY ROAD / CENTRAL STREET STORM
SEWER REPLACEMENT

Amec Foster Wheeler Environment and Infrastructure

Project No.: 017-MYCW-18-00018

DMA Project No.:
Funding Program:
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: 8/25/2017
Completion Date: 11/17/2017

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.

The City of Corner Brook

[Signature]

Signing Officer

Sept. 20th 17

Date

Witness of Signing Officer

[Signature]

Sept. 20th 17

Date

Amec Foster Wheeler Environment and Infrastructure

[Signature]

Signing Officer

Sept. 15th 17

Date

[Signature]

September 15, 2017

Date
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<th>Title</th>
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<td>RESPONSIBILITIES</td>
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<td>3</td>
<td>GENERAL REQUIREMENTS</td>
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</tr>
<tr>
<td>4</td>
<td>BASIS OF PAYMENT SCHEDULE</td>
<td>11</td>
</tr>
</tbody>
</table>

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 Authoritites 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 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.
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.
Provide description of project including:

**Summary:** The project involves the replacement of approximately 60m of 900mm CMP storm sewer with a new CMP storm sewer, as recommended in the East Valley Road North Flood Management Plan report issued by SGE Acres.

**Goal:** The main goals of the East Valley Road Storm Sewer Replacement project include the following:
- The restoration of the storm water carrying capacity of the system,
- The prevention of further erosion of the pipe trench by storm water flows, and
- To increase the storm water carrying capacity of this section of the system by upsizing pipe diameters as recommended by the aforementioned SGE Acres hydrotechnical study.

**Scope of Work:** The scope of the engineering services will involve the collection of pre-design site information, design development, detailed design and contract documents, construction estimates, tendering, contract administration and inspection services, and project recording.

Specific materials testing allowances have been allotted for compaction testing as required.

Inspection services will be provided at 50h/week, to a maximum of 400h, by an experienced technician.

**Deliverables:** Engineering deliverables will consist of:
- Minutes of meetings
- HSE Assessment for Amec Foster Wheeler work
- Issued for client review drawings
- Issued for tender drawings and specifications
- Tendering and associated tender support
- Tender evaluation and recommendation
- Contract Administration
- Construction supervision and inspection
- Issued for construction and project record drawings
SCHEDULE II
(Water, Sewer, and Municipal Roads)
BASIC AND OTHER ADDITIONAL SERVICES FEES

- Basic Services
  - Preliminary Engineering $2,904
  - Design and Contract Documents $10,756
  - Tendering and Contracts Award $3,218
  - Contract Administration $2,632

- Project Completion Phase and Project Record Drawings $340

- Other Additional Services:
  - Resident Services during Construction $34,000
    - 400h Inspection services $34,000
    - Enter Description $0

- Prime Consultant Project Expenses for Above Services $1,532

TOTAL BASIC AND OTHER SERVICE FEES $55,382

TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE
(From Schedule III) $5,500

TOTAL SERVICE FEE (Less HST) $61,882
(Total Schedules II + III)
HST $9,282

TOTAL SERVICE FEE (Including HST) $71,164
List below allowances for specific project expenses not included in Schedule II.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Site Surveys</td>
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<tr>
<td>Geotechnical Investigations</td>
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<tr>
<td>Water Main Leakage Detection</td>
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<tr>
<td>Sewer Main Infiltration Detection</td>
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</table>

**TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES**  
$ 6500
## 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
    o Enter Description $ 
    o Enter Description $ 
  - Resident Services during Construction
    o Enter Description $ 
    o Enter Description $ 
  - Design Services - Segregated Construction Contracts $ 
  - Construction Management - Multiple Contracts $ 
  - Prime Consultant Project Expenses for Above Services $ 

**TOTAL BASIC AND OTHER SERVICE FEES** $ 

**TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE**
(From Schedule III) $ 

**TOTAL SERVICE FEE (Less HST)** (Total Schedules II + III) $ 

HST $ 

**TOTAL SERVICE FEE (Including HST)** $
# SCHEDULE III
(Buildings & Treatment Facilities)

## ADDITIONAL REIMBURSABLE ALLOWANCES

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

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Site Surveys</td>
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<tr>
<td>Geotechnical Investigations</td>
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<td>Materials Testing</td>
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<td>Water Main Leakage Detection</td>
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<td>Sewer Main Infiltration Detection</td>
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<tr>
<td>Treatment Process Piloting</td>
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</table>

TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES $  

Revision Date: July 20, 2012  
Page 17 of 33  
DMA PCA
See attached
<table>
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<tr>
<th>Task No.</th>
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<th>October</th>
<th>November</th>
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<td>Review of Existing Documentation</td>
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<td>Topographic and Infrastructure Survey</td>
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<td>Prepare drawings - existing conditions</td>
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<td>Prepare drawings - Proposed plans, sections and details</td>
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<td>Prepare drawings - Traffic Control Plan</td>
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<td>Preparation of quantities and cost estimate</td>
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<td>Review of tender package by City prior to issue</td>
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<td>Project Management</td>
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<td>Construction Inspection (8 weeks, 5 days/week, 10 hrs/day)</td>
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<td></td>
<td>Preparation of as-built drawings</td>
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</tbody>
</table>
SCHEDULE V
OTHER GENERAL REQUIREMENTS

Attach the following:

- Amec Foster Wheeler Proposal # GP0232
All Special Terms and Conditions must be reviewed by both the Department of Municipal Affairs and Department of Justice, Government of Newfoundland and Labrador.

No 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, Sixty thousand, three hundred and fifty dollars and zero cent.

($ 60350 ) (plus HST) in accordance with the following payment schedule:

(l) 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):

(l) 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 $1532. This amount must be included in Schedule II on the line entitled "Prime Consultant Project Expenses for Above Services".

See attached breakdown of estimated expenses.

Reimbursement Option B ☐ Selected Option

The Client shall only be responsible for the following reimbursable expenses, payable at cost, provided the Prime Consultant can demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement. This amount is estimated at $ and must be included in Schedule II on the line entitled "Prime Consultant Project Expenses for Above Services".
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 seventy one thousand, one hundred sixty four dollars and zero cents, HST included. ($ 71164 ).

(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:
The City of Corner Brook
5 Park Street P. O. Box 1080
Corner Brook, NL Canada
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, RSNL 1990 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:
Mr. James Warford, P.Eng
City of Corner Brook
5 Park Street P. O. Box 1080
Corner Brook, NL Canada A2H 6E1

Phone: (709) 637 - 1626
Fax: (709) 637 - 1502
Email: jwarford@cornerbrook.com

For the Prime Consultant:
Mr. Ian Osmond, P.Eng
Ameo Foster Wheeler Environment and Infrastructure
5 Union Street
Corner Brook, NL
A2H 5M7

Phone: (709) 634 - 0608
Fax: (709) 634 - 0643
Email: ian.osmond@amecfw.com
8.1 Notices, requests or documents shall be deemed to have been received by the addressee as follows:

(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;

(b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and

(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

Article - 9. LIABILITY

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

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

Article - 10. COMPLIANCE WITH LAW

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

10.2 The Prime Consultant shall ensure that the Prime Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Prime Consultant or the Prime Consultant’s Representatives in the performance of the Work.
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;
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.
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:
  - o Share personal computer drives or folders on a computer accessing the network; or
  - o 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.
21 July 2017

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

RE: City of Corner Brook RFP – East Valley Road / Central Street Storm Sewer Replacement, Amec Foster Wheeler Proposal GP0232

Dear James,

1.0 INTRODUCTION

Amec Foster Wheeler Environment & Infrastructure, a division of Amec Foster Wheeler Americas Limited ('Amec Foster Wheeler'), is pleased to submit this proposal for detailed Engineering design, contract administration and inspection services for the upgrading of two sections of storm sewer at East Valley Road / Central Street for the City of Corner Brook ('the City').

The objective of this project is to remediate a section of East Valley Road that has encountered flooding in the past. This is part of a long-term plan to increase the capacity of the system.

2.0 SCOPE OF WORK

The scope of work of this project will consist of the detailed engineering design, contract administration and inspection services for the replacement of 68m of 900mm CMP storm sewer, as outlined in the East Valley Road North Flood Management Plan by SGE acres in June of 2006.

2.1 Preliminary and Detailed Design

It is assumed that the design of the storm sewer, as outlined in the management plan by SGE Acres, is still relevant and requires no further engineering based on analyzing flows and calculating the required size of the sewer section. Based on the recommendations in the report, we will draft a set of engineered drawings that show inverts and slopes of the new storm sewer from a review of existing information, as well as updated surveyed coordinates relating to the existing storm sewer and surrounding topography and infrastructure.

Members of the Amec Foster Wheeler team have been involved with previous replacement jobs and have worked on previous engineering of the storm sewer line, including surveys of the area, so we are familiar with the work required and any potential challenges.
Figure 1: Project Location

Part of the detailed design will include engineering a haul road off of Montgomerie St. to bring excavation and fill material to the storm sewer location. Due to the excavation required to place the sewer, the high slope near the park may become unstable so it will remain protected from construction equipment, and will be hoarded for resident safety.

Based on information in the SGE Acres report and from knowledge of the area in question, the new storm sewer sections are much larger than what is existing and may or may not fit the existing manholes provided on site. For the purposes of this report, it is assumed that all four manholes will need to be replaced to accommodate the storm sewer sections. Our cost reflects the time required to size and design these two manholes.

Once a preliminary design has been adopted, it will be fully developed through tender issue to construction issue. The design documents will be combined with the front-end documents for a unit price contract and issued for review to the City at the end of the Design Development stage (design 99% complete). Regular communication with City personnel will be maintained throughout the design phase to ensure that design changes are minimized at the end of the phase. In the Interest of project continuity and expediency, it is requested that Client review and return of comments be limited to two (2) calendar days of the original date of submission.

A project estimate including both engineering and construction costs will be compiled at the 99% completion level and enclosed with the contract documents for Client review. This will be equivalent to a high confidence level, Class "A" estimate based on the near complete detailed design.

Once approved by the City, Amec Foster Wheeler will incorporate any client comments, finalize the contract documents and move to the tendering phase.
2.2 Tendering and Construction

Amec Foster Wheeler will prepare engineered drawings and specifications to conform to the Government of Newfoundland and Labrador Municipal Water, Sewer and Road Specifications, standards of the City of Corner Brook, and Amec Foster Wheeler’s thorough engineering and review process. A senior reviewer has been set aside for final engineering review.

Amec Foster Wheeler will prepare twelve (12) hardcopy sets of the tender documents for submission to the City and otherwise support the City’s tender process as required from tender call to closing. The Amec Foster Wheeler design and management team will be available to answer questions posed during the tender period in a timely manner aiming to turn around all queries and clarifications within 3 days or less.

Amec Foster Wheeler will perform a financial and technical review of submitted tenders as appropriate and make recommendation of award to the City of Corner Brook. Upon final sanctioning of the project by the City, Amec Foster Wheeler will prepare and forward a Letter of Contract Award to the successful bidder.

2.2.1 Permits

Concurrent with the tender period, Amec Foster Wheeler will prepare the appropriate regulatory permit application(s) in consultation with City representatives based on the scope of the designed project. Payment of the associated fees will remain the responsibility of the City of Corner Brook. A copy of the completed application(s) with a complete set of detailed engineering drawings and specifications will be sent to the regulatory Department(s) for their consideration, comment and approval.

2.3 Contract Administration Services

As part of the Contract Administration Services offering, Amec Foster Wheeler will immediately, upon contract award, review all contract submissions, insurance certificates, bonds, and safety documentation for conformance to the contract documents and schedule a pre-construction meeting with the successful Contractor, as well as, City personnel and other interested stakeholders to define and reiterate project expectations. Amec Foster Wheeler will prepare Issued for Construction plans and specifications, as well as administer contracts (including processing of payments and preparation of monthly project status reports), review shop drawings, manage and control the change order process, administer and manage deficiency reports, follow up with deficiency inspections, and complete project closure processes.

2.4 Construction and Resident Services

Amec Foster Wheeler will use qualified and appropriately experienced technical personnel to inspect during construction, including checking compliance with IFC drawings and specifications. Technical support will be drawn upon as necessary from offsite project personnel and elsewhere as needed within the Amec Foster Wheeler organization. The depth and breadth of the Amec Foster Wheeler worldwide presence of over 40,000 people allows field staff to step out onsite with
confidence that they are fully supported with high calibre, experienced, qualified and capable professionals.

The Amec Foster Wheeler site inspector(s) will be appropriately trained for the project upon commencement. Upon request and if required, safety training certificates for site personnel will be provided to the City.

During construction, we have allowed for materials testing as required for this project, to be completed by our in-house testing services. Resident services will be provided for the project, at an estimated 8 week-long construction period for 10 hours a day, 5 days a week.

### 2.4.1 Resident Inspection Services Deliverables

- Daily Field Reports from days when the inspector is on-site, including completed and planned construction activities; site issues jeopardizing project schedule and budget; personnel and equipment hours worked; weather conditions; daily production and quantities; photographs; safety and environmental concerns; and any other notable items,
- Minutes of Site Meetings, and
- Toolbox Safety Meetings Minutes.

### 2.5 Project Completion and Project Record Drawings

At the end of the construction phase of the project, Amec Foster Wheeler will commence project completion activities to systematically assess and close the project including evaluating the financials of the project to date, accept remaining contractor deliverables, record lessons learned, and preparing the final Project Status Report. Other activities during this phase include deficiency management, and the creation of Project Record Drawings and As-Builts. Once all deficiencies have been rectified and the remaining contractor deliverables have been accepted, a Certificate of Final Completion will be prepared and forwarded to the Contractor.

#### 2.5.1 Project Closure Deliverables

- Project Record Drawings and As-Builts (AutoCAD and PDF formats),
- Certificate of Final Completion, and
- Final Project Status Report.

### 3.0 COST OF SERVICES

Based on the scope of work that was defined in this proposal, Amec Foster Wheeler estimates proposes to complete the required work for a fee of $53,850 +HST. Please see Attachments 1 and 2 for a complete breakdown of hours and costs related to personnel and individual tasks.

Additional costs for this project includes the following:

- Various project expenses and extras total $8,032 +HST, including an optional $5,000 geotechnical allowance. Please see Attachments 1 and 2 for a complete breakdown.
- Additional work can be provided in accordance with the chargeout rates as indicated in Attachment 1. All rates quoted are valid until 31 December 2017.
Terms and Conditions have been included in Attachment 4.

4.0 CLOSURE

This document forms Amec Foster Wheeler’s technical and commercial response to the RFP and Terms of Reference for the East Valley Road / Central Street Storm Sewer Replacement, dated July 14, 2017.

In preparing this proposal, Amec Foster Wheeler has closely considered and addressed the outlined project objectives, key issues and other requirements. The Amec Foster Wheeler project team is intimately familiar with the project area, imminently qualified and immediately available to complete this project on the City’s behalf. Should you have any questions or require any clarification on the content of this response please contact:

Valerie Sheppard, P.Eng.
Civil Engineer

Clifford Smith, P. Eng.
Senior Reviewer

Ian Osmond, P.Eng, FEC
Lead Senior Engineer
ATTACHMENT 1: COST ESTIMATE
## Engineering Effort Table

**Amec Foster Wheeler Proposal No. GF0232**  
City of Corner Brook  
East Valley Road / Central Street Sewer Replacement

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<td>Preparation of quantities and cost estimate</td>
<td>8</td>
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<tr>
<td></td>
<td>Preparation of specifications</td>
<td>8</td>
<td>4</td>
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<td>Tender Period</td>
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<td>4</td>
<td>4</td>
<td>$1,228</td>
<td>$1,228</td>
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<td>Prepare documents for tender</td>
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<td>2</td>
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<td>Tender Costs and Award</td>
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<tr>
<td>490</td>
<td>Construction Drawings</td>
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<tr>
<td></td>
<td>Preparation of as-built drawings</td>
<td>6</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Project Management</td>
<td>4</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Construction excavation (8 man-days, 5 days/week, 10 man-days)</td>
<td>48</td>
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</table>

**TOTAL HOURS**  
122  
**TOTAL COST (not including GST/HST)**  
$10,370  
$640  
$1,250  
$7,140  
$34,400  
$420  
800  
53,850  
$53,850

**ADDITIONAL SERVICES**  

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>AS01</td>
<td>Construction Drawings</td>
<td>$1,200</td>
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<tr>
<td>AS02</td>
<td>Geotechnical Analysis</td>
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<tr>
<td>AS03</td>
<td>Transmissions</td>
<td>$1,253</td>
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</table>

**TOTAL COST (not including GST/HST)**  
$6,032

**Subtotal**  
$9,348  
**Total GST (15%)**  
$2,328  
**TOTAL COST**  
$71,164
ATTACHMENT 2: EXPENSES
### Amec Foster Wheeler Proposal No. GP0232
City of Corner Brook
East Valley Road / Central Street Storm Sewer Replacement

<table>
<thead>
<tr>
<th>Task Description</th>
<th># of Sets</th>
<th>Description of Expense</th>
<th># of Sheets</th>
<th>Rate/Shelf</th>
<th>Sub total</th>
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</thead>
<tbody>
<tr>
<td>Drawing Markups</td>
<td>2</td>
<td>8 - 11x17 sheets/set</td>
<td>16</td>
<td>$1.00</td>
<td>$16.00</td>
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<tr>
<td>Technical Space Markups</td>
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<td>80 - 8.5 x 11 sheets/set</td>
<td>180</td>
<td>$0.25</td>
<td>$40.00</td>
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<tr>
<td>IFA Drawings</td>
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<td>8 - A1 sheets/set</td>
<td>16</td>
<td>$2.00</td>
<td>$32.00</td>
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<tr>
<td>IFA Technical Specs</td>
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<td>80 - 8.5 x 11 sheets/set</td>
<td>180</td>
<td>$0.25</td>
<td>$40.00</td>
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<tr>
<td>IFT Drawings</td>
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<td>8 - A1 sheets/set</td>
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<td>$2.00</td>
<td>$192.00</td>
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<tr>
<td>IFT Technical Space</td>
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<td>80 - 8.5 x 11 sheets/set</td>
<td>960</td>
<td>$0.25</td>
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<tr>
<td>IFC Drawings</td>
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<td>8 - A1 sheets/set</td>
<td>16</td>
<td>$2.00</td>
<td>$32.00</td>
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<tr>
<td>IFC Technical Specs</td>
<td>2</td>
<td>80 - 8.5 x 11 sheets/set</td>
<td>180</td>
<td>$0.25</td>
<td>$40.00</td>
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</table>

**Total Printing Expenses**  
$632.00

<table>
<thead>
<tr>
<th>Mileage</th>
<th>$800.00</th>
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<tbody>
<tr>
<td>Daily Vehicle Allowance</td>
<td>$800.00</td>
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</tbody>
</table>

**Total Mileage Expenses**  
$800.00

<table>
<thead>
<tr>
<th>Postage/Courier Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Courier Allowance</td>
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</tbody>
</table>

**Total Postage/Courier Charges**  
$50.00

<table>
<thead>
<tr>
<th>Telephone/Fax Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone/Fax Allowance</td>
</tr>
</tbody>
</table>

**Total Telephone/Fax Charges**  
$50.00

**Total Expenses**  
$1,532.00

* Permit / Application Fees for Regulators will be direct cost to the City of Corner Brook.*
<table>
<thead>
<tr>
<th>Task No</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>Preliminary Design Services - Civil Site Services</td>
</tr>
<tr>
<td></td>
<td>Review of Existing Documentation</td>
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<tr>
<td></td>
<td>Kickoff Meeting</td>
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<tr>
<td></td>
<td>Topographic and Infrastructure Survey</td>
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<tr>
<td></td>
<td>Concept Evaluation</td>
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<tr>
<td>200</td>
<td>Design Development</td>
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<tr>
<td></td>
<td>Engineering design</td>
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<tr>
<td></td>
<td>Prepare drawings - existing conditions</td>
</tr>
<tr>
<td></td>
<td>Prepare drawings - Proposed plans, sections and details</td>
</tr>
<tr>
<td></td>
<td>Prepare drawings - Traffic Control Plan</td>
</tr>
<tr>
<td></td>
<td>Preparation of quantities and cost estimate</td>
</tr>
<tr>
<td></td>
<td>Preparation of specifications</td>
</tr>
<tr>
<td>300</td>
<td>Tender Period</td>
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<tr>
<td></td>
<td>Prepare documents for Tender</td>
</tr>
<tr>
<td></td>
<td>Review of tender package by City prior to Issue</td>
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<tr>
<td></td>
<td>Technical support during tender call</td>
</tr>
<tr>
<td></td>
<td>Tender Close and Award</td>
</tr>
<tr>
<td>400</td>
<td>Construction</td>
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<tr>
<td></td>
<td>Construction Kickoff</td>
</tr>
<tr>
<td></td>
<td>Project Management</td>
</tr>
<tr>
<td></td>
<td>Construction Inspection (8 weeks, 5 days/week, 10 hrs/day)</td>
</tr>
<tr>
<td></td>
<td>Preparation of as-built drawings</td>
</tr>
</tbody>
</table>
ATTACHMENT 5: TERMS AND CONDITIONS
Amec Foster Wheeler Environnement & Infrastructure, a division of Amec Foster Wheeler Americas Limited ("Amec Foster Wheeler")

Terms and Conditions

1. COMPENSATION: Invoices will be submitted at least monthly for Services rendered. Terms of payment are not later (30) days from date of invoice. Payment will be made to Amec Foster Wheeler at the address specified on Amec Foster Wheeler's invoice. If CLIENT reasonably objects to all or any portion of the invoice, CLIENT shall notify Amec Foster Wheeler at last mail in writing within ten (10) days from the date of receipt of the invoice of the nature of the objection before the Invoice becomes final and payable. Failure of CLIENT to provide such written notice within the allowed ten (10) days shall be a waiver of any objections to that invoice.

2. STANDARD OF CARE: Amec Foster Wheeler shall be held to the Scope of Services utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Amec Foster Wheeler's profession practicing in the same or similar localities at the time of performance. NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. INDEPENDENT CONTRACTOR: Amec Foster Wheeler shall be an independent contractor, and shall not be deemed to be an employee, agent, or partner of CLIENT, except as permitted hereunder, as an agent or employee of CLIENT. Amec Foster Wheeler shall be solely responsible for his employees and for all compensation, benefits, contributions, and withholding taxes. Any, unless otherwise agreed to in writing by Amec Foster Wheeler and CLIENT, neither party shall directly or indirectly cause the other party to work for the preparation of the Proposal or otherwise perform Services in or under connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

4. INSURANCE: Amec Foster Wheeler will maintain insurance for any claims against CLIENT in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance ($1,000,000 per occurrence / $2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage ($1,000,000 / $1,000,000). Changes: CLIENT may order changes with the general scope of the Services by adding to, deleting from, or deleting the Services to be performed. Work beyond the scope of services or re-doing any part of the project through the fault of Amec Foster Wheeler is not covered by the insurance limits and the CLIENT will be responsible for the costs of any such work. Should any materials or workmanship be defective, Amec Foster Wheeler guarantees the quality of the materials and workmanship for a period of two years from the date of completion of the work, subject to the terms and conditions set forth in this Agreement.

5. SURVIVAL OF AGREEMENT: This Agreement shall survive any termination or expiration of this Agreement.

6. FORGE MAJEURE: Should performance of Services by Amec Foster Wheeler be affected by causes beyond its reasonable control, Amec Foster Wheeler may extend the time for completion of Services, or adjust its prices. Amec Foster Wheeler will endeavor to complete the Services within a reasonable time after the cause of force majeure has been removed. The CLIENT may, at its option, cancel the Agreement, and if such cancellation is made, Amec Foster Wheeler shall be entitled to recover all monies paid to it for work done up to the date of cancellation. The CLIENT shall pay for all work reasonably completed at the date of cancellation.

7. CLIENT'S RIGHT TO ACCEPT WORK: CLIENT agrees to accept all reasonable adjustments to the Services, including the deletion, addition, or revision of any provision of the Services, at the discretion of Amec Foster Wheeler, without any liability on the part of the CLIENT.

8. CLIENT'S RIGHT TO ACCESS: CLIENT shall have the right to access the Services at any time during normal business hours, subject to the provisions of this Agreement.

9. SITE ACCESS: CLIENT shall be responsible for the security of its premises and any data or material supplied by the CLIENT. Amec Foster Wheeler reserves the right to use any reasonable means to ensure the security of the Services.

10. SITE ACCESS: CLIENT shall ensure that all equipment, materials, and personnel provided by Amec Foster Wheeler are accepted by the CLIENT and are in good condition. The CLIENT shall be responsible for the payment of all charges incurred as a result of any additional equipment or personnel required by the CLIENT.

11. VENUE: This Agreement and any disputes arising from it shall be governed by and construed in accordance with the laws of the province of Ontario, Canada. Any dispute arising from this Agreement shall be settled by arbitration in accordance with the rules of the Canadian Arbitration Association. The prevailing party in any arbitration shall be entitled to recover its costs, including reasonable legal fees.

12. ENFORCEMENT OF AGREEMENT: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13. MODIFICATION: This Agreement may not be modified except in writing signed by both parties.

14. GOVERNING LAW: This Agreement shall be governed and construed in accordance with the laws of the province of Ontario, Canada.

15. FIELD REPRESENTATION: The Services do not include supervision of the activities of others, contractors, sub-contractors or suppliers not retained by Amec Foster Wheeler. The presence of Amec Foster Wheeler personnel does not relieve the CLIENT from its responsibility to perform the work in accordance with the terms and conditions of the Agreement.

16. INDEMNITY: CLIENT shall indemnify and hold Amec Foster Wheeler harmless from any liability, loss, damage, or expense arising out of any act or omission of any person or entity engaged in the performance of the Services.

17. ASSIGNMENT AND SUBLICENSE: CLIENT shall not assign or sublicense its rights under this Agreement without the written consent of Amec Foster Wheeler.

18. COST ESTIMATES: Amec Foster Wheeler shall provide estimates of the time and cost of the Services to the CLIENT. The CLIENT shall be responsible for the accuracy and completeness of any cost estimates provided by Amec Foster Wheeler.

19. TERMINATION: Either party may terminate this Agreement at any time by providing at least ten (10) days advance written notice to the other party, in the event of a material breach of this Agreement, CLIENT shall pay for all reasonable charges for work performed and demobilization by Amec Foster Wheeler to date of notice of termination. The termination of this Agreement shall not affect any provision of this Agreement that by its nature should continue to have effect.

20. GOVERNING LAW: This Agreement shall be governed and construed in accordance with the laws of the province of Ontario, Canada.

21. COMMUNICATIONS: All communications relating to or arising out of this Agreement shall be in writing (email, fax, or regular mail).