



**City of Saint John**

**CITY OF SAINT JOHN**

**REQUEST FOR PROPOSAL**

**2021-091006P**

**WWPS Woodlawn Park**

**ENGINEERING SERVICES**

# SCOPE OF WORK for Proposal 2021-091006P

## Design Services for Woodlawn Park - Sanitary Lift Station

### 1. GENERAL:

The City has prepared this document for Consulting Engineering firms wishing to provide their services to the City of Saint John. This request for proposals shall be used as a guide, in combination with good engineering judgment and standard engineering practices and is not intended to be a complete procedural document. It reflects basic standards the consultant is to adhere to when preparing a proposal or carrying out work for the City.

All Engineers working on this project for the City must be a current member, licensee, or holder of a certificate of authorization with APEGNB. All Engineering companies working on this project for the City must have a current certificate of authorization with APEGNB.

The consultant shall in all matters act as a faithful advisor to the City. The consultant shall keep the City informed on all matters related to design, procurement and construction and all other important aspects forming part of the scope of work.

The consultant must aggressively and proactively manage the project in the best interest of the City of Saint John. The consultant will oversee and manage the entire project on behalf of Utilities and Infrastructure Services (Engineering). The proposal shall clearly explain the anticipated structure of project management during each phase.

**The consultant shall be aware of and follow any orders, policies, directives, standards, and guidelines issued by any governmental authority, governing all or any part of the work under this RFP.**

### 2. PROJECT DESCRIPTION:

The Woodlawn Park Sewage Lift Station was constructed approximately in 1980 at 1335 Red Head Road. The current station has been in operation beyond its expected useful service life and requires replacing.

The overall project work will consist of the following:

1. Design of a new sanitary lift station sized to handle peak flows from the entire catchment identified in Appendix 1, as well as future development assumptions. Design standard for this lift station shall be Tilley Avenue LS, 255 Gilbert Street, Saint John, NB."

2. The Consultant shall determine the quantity of flow meters required to properly assess the existing flow rates to the station. To increase chances of capturing a rain event, flow monitoring duration in a combined sewer system will be a minimum of two months.
3. The Consultant will issue a wastewater pump preselection RFP for the supply of wastewater pumps in this application and design the new station accordingly.
4. Design of a mechanical screening system, SCADA, all controls, weatherproof enclosure, and backup power connection.
5. Decommissioning and removal of the existing lift station.
6. Site restoration.

For this project, the Consultant is required to carry out: Part A - Site Surveys, Preliminary Investigation and Data Collection; Part B - Preliminary Design, Cost Estimates and Design Report; Part C - Public Consultation; Part D - Detailed Design, Part E - Tender Period Services, and Part F - Construction Management Services.

Final design, construction cost estimates and tender documents for this project are to be completed in January 2022 for tendering in February 2022 and construction in the Spring of 2022.

### **3. PROFESSIONAL SERVICES REQUIRED:**

The professional services required for this project are divided into six parts as follows:

#### **Part A) Site Surveys, Preliminary Investigation and Data Collection**

The topographic surveys and the drawings shall use the horizontal control coordinate system (NAD83 CSRS) and High Precision Network (H.P.N.) for vertical elevations.

Legal surveys will be required by the consultant during design if the works are within 2.0m of the property lines as shown on the SNB Property Fabric, which are sometimes not accurate to the degree needed. The consultant shall determine the amount of legal survey required for the project and detail the amount allowed for in the proposal. The topographic survey shall include street rights-of-way, any easements, etc. around the work area.

The consultant and all sub-consultants must use proper traffic control and warning signage (with approved sign bases) when working or surveying on the streets as per the General Specification for construction. All probe holes and drilled sample holes must be filled by the same crew who drilled them before they leave the site with appropriate materials. Holes in asphalt must be finished with asphalt.

The consultant is to advise the City if any of the borehole material that comes to the

surface smells of or indicates the presence of petroleum products.

It is the responsibility of the consultant to indicate the extent of the required easements and/or property acquisitions for the construction of the works by submitting to the City a scale drawing (showing only property lines) indicating the exact limits of the property required. The City will have legal surveys prepared for any such acquisitions and City staff will negotiate and obtain any required municipal services easements and/or right to access property within the limits of the contract. Preparation of property acquisition plans is often an iterative process, and the consultant shall allow for several drawing iterations in the fee for Part A.

The location survey shall include but not be limited to all bridges, structures, buildings, property pins, curb lines, sidewalks, poles, ditches, services, utilities (incl. Saint John Energy, NB Power, Aliant, cable television, and natural gas, etc.), valves, hydrants, manholes, catch basins, etc. The geotechnical investigation and testing deemed necessary by the consultant shall include all the necessary test pits and boreholes. These test pits and boreholes are to be shown on the project drawings.

Compile record drawings of the proposed construction work areas. The topographic survey shall pick-up all surface features and buried utilities with a high degree of accuracy obtained from state-of-the-art survey equipment. City crews will excavate and expose pipes at locations requested by the consultant to gather information during the consultant's topographic survey, for any critical hookup locations. Plans must note the survey datum and all the monuments used to establish elevations.

Appendix 1 contains an orthographic photo of the area, showing the general area of the catchment. No other documents will be made available during the proposal stage. Once the proposal is approved, the City's data will be made available to assist in the creation of the new designs and drawings, but no guarantee as to their completeness or accuracy is made. The consultant shall send their requests in writing for large amounts of data and allow a reasonable amount of time to retrieve such. The consultant must contact the various City staff directly to gather all pertinent data. The consultant is expected to meet and be familiar with City staff and their respective roles. The consultant shall collect record data from all other utilities that have services along the corridor of interest, having them mark out their infrastructure in the field and have the consultant's survey crew pick up this data.

The consultant shall submit a **Pipe Report** (three hard copies and one on USB flash drive) to the City for review and acceptance before the design work is started. Pipe reports shall be completed for all projects. The pipe report shall consist of the following steps and deliverables:

1. The consultant shall video all storm and sanitary sewers within the project boundaries, and 100m upstream and downstream as a minimum. Submit the

video on USB flash drive and the written report. Review Service Cards and compare the service laterals to the information from the USB flash drive.

If the sewers cannot be videoed due to debris or protruding laterals, then the consultant shall provide drawings to the City's Engineer identifying the problem and the location. The City will facilitate the necessary sewer flushing etc. and then notify the consultant when the sewer is available for video.

2. Field work shall include opening all chamber and manhole lids, and taking all necessary invert elevations, survey shots, measurements and photos as required to obtain all pertinent information such as structure construction and condition, pipe material and diameter.
3. Alert the Engineer to conflicting information and contact the appropriate personnel to clarify the ambiguities.
4. Submit full size plans, the same scale as the proposed design drawings, showing only the existing infrastructure including the known water & sewer service laterals and the location and nature of each deficiency noted in the report. All pipes to be clearly labeled with their size and material for review and approval by the City before the design drawings start. Include a cover letter summarizing the findings and highlighting any items that may impact this project.
5. The pipe report may also recommend that more or less pipe or structures should be renewed, under the project. The pipe report must summarize the condition of the existing chambers, structures and pipe work.

### **Part B) Preliminary Design, Cost Estimates and Design Report**

The consultant must carry out all design in accordance with the latest editions of the following documents:

- City of Saint John's Storm Drainage Design Criteria Manual.
- City of Saint John's Municipal Street Lighting Best Management Practice.
- Atlantic Canada Wastewater Guidelines Manual.
- Atlantic Canada Guidelines for the Supply, Treatment, Storage, Distribution, and Operation of Drinking Water Supply Systems.
- City of Saint John General Specifications.
- Canada-wide Strategy for the Management of Municipal Wastewater Effluent endorsed by the Canadian Council of Ministers of the Environment (CCME).
- National Building Code of Canada.
- Canadian Electrical Code.

Preliminary design (40% design drawings) shall be defined as the following:

- ◆ Complete survey and site plan showing all existing utilities, lot lines and surface features.
- ◆ Location of works is selected within 600mm.
- ◆ Preliminary design calculations completed.
- ◆ Compilation of flow-monitoring data.

- ◆ Select required capacities, sizes, and design flows.
- ◆ Prepare the design report complete with construction cost estimates.
- ◆ Identify and locate all major components on the design.
- ◆ A drawing set cover sheet and key plan that shows the proposed construction site(s).
- ◆ Gantt chart completed showing all major components of the project including the design, tendering, construction phases, testing, disinfection, commissioning, etc. This schedule must be updated at all project milestones.

The consultant will also need to speak to the homeowners along the route of the project to gather information about water and sewer services, or other matters related to the project. It would be expected that the consultants' inspector will keep the lines of communication open with the residents and businesses during the course of the work.

The consultant shall present "The Design Report" encompassing all aspects of this project to the City's Technical Review Team to discuss findings, solutions, and options. The design report must discuss the pros and cons of various options and how these options will affect cost. The design report must identify the anticipated design flow, flow capacity, pump run time, optimum pump and wet well size, grit control options and other system considerations. It is imperative that all equipment selected be energy efficient and sized to run at optimum efficiency while maintaining self-cleansing velocities.

The consultant shall provide digital files and at least 6 hard copies of the final design report and the preliminary design (printed in double sided format).

All reports and construction specifications must be **signed and stamped** by the consultant's engineer. All reports and construction specifications submitted to the City shall become the property of the City, which may be used and redistributed as the City sees fit.

After review and acceptance of the report by the Technical Review Team, the consultant may proceed with Part (C) and Part (D).

### **Part C) Public Consultation Process**

The City wants to have well-informed citizens, businesses, and other stakeholders. The consultant shall arrange a public information session (5:00pm to 8:00pm) at a location close to the project site. The consultant shall be responsible for booking and the costs associated with the public meeting venue and the consultant shall be responsible for translating all material for the public meetings. The consultant shall have large-scale drawings, project information sheets and handouts detailing limits of work and time frames/work schedules, press releases, digital renderings, photos, and other visual aids to show the proposed designs to the public and media. All materials for public information shall be presented in both the English and French languages (professional translation required) as per City of Saint John policy. The consultant

shall be available for questions and collect comments from local residents and business owners. The public information sessions shall be advertised in the local newspaper and shall include project information letters sent to all residents and businesses within the work zones advising them of the information sessions and the upcoming construction work. The consultant shall be responsible for booking and paying for the newspaper advertisements. The consultant shall present a "Report on Part C" to City staff to summarize the concerns and comments and include recommendations on how these concerns and comments can be addressed to meet the needs of the community and the City of Saint John (Utilities and Infrastructure Services).

Work on any major streets must have traffic planning and organizing being led by the consultant with input from the contractor and approved by the City. The consultant shall notify the local residents and businesses of all service disruptions and traffic issues etc. well in advance of construction. The consultant must also draft media advertisements to notify residents and commuters of major disruptions in traffic or utility services.

#### **Part D) Detailed Design**

The consultant shall prepare all detailed design drawings, specifications, and tender documents for the pump pre-selection RFP, site works, landscaping, architectural, mechanical, and electrical design, and all the other items mentioned in the description of the works.

Detailed design typically involves several iterations and revisions of alignments, profiles, and major design elements. The construction cost estimates will require updating in conjunction with the design revisions.

The consultant must look beyond the confines of the immediate project site and determine what impacts the new works will have on the system as a whole and propose solutions to avoid possible problems.

The consultant must review all applicable plans, report(s) and data made available by the City. The consultant shall review the material in detail, as the consultant will be responsible for performing any further investigation, data gathering, etc., which may be necessary. The cost of such shall be detailed and included by the consultant in the proposal. The City will gather new pressure data from fire hydrants at the request of the consultant, if necessary.

Detailed design shall be defined as the following:

- ◆ All items completed from the preliminary design requirements.
- ◆ Location of works is selected within 100mm.
- ◆ Detailed design calculations completed.
- ◆ A revised and detailed construction cost estimate.
- ◆ 100% design drawings and tender documents reviewed and approved by the City's Technical Review Team.
- ◆ Approvals and permits from all utilities and approval agencies.

The consultant's submission shall include amounts to carry out Arc Flash Studies for all new or upgraded electrical equipment at the Woodlawn Park LS.

The study shall include three steps; first, a Fault Study is carried out, then a Protection Coordination Study is carried out and lastly, the Arc Flash Study is carried out. The consultant must have an electrical engineer licensed in NB who is experienced in Arc Flash studies to do the work.

The Arc Flash Study involves adjusting protective devices to minimize, to the extent possible, the arc flash energy levels available at the 600V, 120/208V and 120/240V distribution equipment.

The key to carrying out this study is to have properly detailed single line diagrams that include:

- Supply transformer size and impedance.
- Cable size and lengths.
- All distribution equipment ratings and fuse sizes or breaker sizes and type.
- Relay setting details.
- Emergency generator details including output breaker details.
- Motor data.
- Local disconnect data.

Once the analysis is complete, the consultant must produce a report and attach proper warning stickers to electrical equipment in question. The cost of this work is to be included in the proposal.

Designs must also incorporate planning and sequencing of service disruptions (such as water main shutdowns), testing, disinfection, and commissioning. The consultants will be required to lead the team of sub-consultants, contractors, and City staff through these phases.

Work on any street must have traffic planning and organizing being led by the consultant. Traffic planning must be carried out by the consultant before tendering to give the City and contractor guidance as to the general scope of the detours, etc. The consultant may specify in the tender documents that the contractor is to submit traffic detour and work zone safety plans and drawings. The consultant must review submissions from the contractor and seek approval from the City. Traffic detour and work zone safety plans and drawings must be approved by the City before construction commences. The consultant may also have to co-ordinate timing of work with other agencies to avoid conflicting traffic detours.

The consultant shall co-ordinate the design drawings with all the underground utilities before the preparation of the tender documents to avoid conflicts with other utilities such as gas, electric, telephone, etc. Underground utility lines must be marked out and picked up during the topographic survey in Part A.

Before detailed designs and related documents are sent to the client for review, the



consultant must have other engineers from their firm review them for errors to ensure only high-quality work is released.

The consultant must identify in the proposal the peer reviewers. The **peer review engineers** must send a memo to the client with the final tender drawings and specifications, stating the outcome of their review.

The construction tender documents shall not indicate that the contractor must supply any design or engineering services, (excluding shoring and dewatering design) unless there is a design/build component or written approval is granted prior to tenders being called.

The consultant shall be responsible for applying for all the design approvals and permits necessary from all approval agencies, such as the NBDOE, M&NEP, NBSRR etc. The Consultant must ensure that construction does not begin on the project until all approvals and permits have been received.

**The consultant must prepare all necessary drawings for and make application for: Planning Advisory Committee (PAC), Watercourse Alteration permit (WAWA) and Approval to Construct, as required.**

The City's Engineer must approve any variance from these standards in writing before any construction tenders are called.

## **Part E) Tender Period Services, Materials Testing & Inspection, Red Books and Record Drawings.**

### **1. Tender Period Services**

Upon approval of the consultant's work, City staff will make copies and tender the project. The consultant shall be available during the tender period to respond to questions (write addenda if required) and to perform the tender analysis. The consultant shall prepare a Tender Summary for each tender. It shall be a digital spreadsheet that compares the Engineer's estimate to all tendered items from all tenders submitted.

### **2. Materials Testing & Inspection**

The **contractor** shall provide quality control testing for concrete, compaction of soils and for asphalt placement & testing. The **consultant** shall still provide random quality assurance tests to confirm that the contractor's tests are in compliance. The **consultant** shall also make sure that the contractor is completing all his required testing. The **consultant** shall provide the Quality Assurance for the Portland cement concrete, granular material, and the asphalt concrete. All costs for asphalt, concrete and soil quality assurance testing must be included in Part D of the consultant's proposal.

**The Consultants minimum requirements for material testing and inspection are**

**as follows:**

### **Asphalt Inspection and Testing**

- Full time inspection for asphalt placement by qualified personnel. The inspector assigned to this task shall have a minimum of 2 years direct related experience with asphalt inspection. The consultant shall identify in the proposal the qualified personnel they intend to utilize for this task including related experience. If the consultant does not have the qualified personnel directly on staff, then the consultant must propose to utilize a sub-consultant that has the required expertise in asphalt inspection.
- Measurement of thickness, temperature, etc.
- Signing and collection of weight tickets as they arrive.
- Quality Assurance of asphalt in accordance with Division 27 of the General Specifications.

### **Concrete Inspection and Testing**

- Slump, temperature, air test and compressive strength cylinders shall be considered a "set" of tests.
- Compressive strength testing at CSA standard A283 certified laboratory.
- Check formwork and compaction of base gravels before each pour.
- Check elevations, slopes, and grades before every placement.
- Quality Assurance by the consultant shall consist of random testing.
- Sampling and testing frequency of concrete:
  - a. The minimum frequency shall be **one set of tests for every 10** done by the contractor.
  - b. On smaller projects involving only a few loads of concrete, one complete set of tests shall be made.
  - c. Test Samples:
    - i. The test samples shall consist of three (3) concrete cylinders. Compressive strength testing obtained at 7 and 28 days.
  - d. Reporting of field and laboratory testing:
    - i. Field test results obtained shall be recorded and submitted to the City.
    - ii. Compressive strength results shall be submitted to the City on the consultant's standard reporting form.

### **Granular Material Supply and Placement (soils and gravels) Testing**

- Confirming the contractor's test results onsite (QC by contractor).
- Ensuring proper frequency of compaction tests by contractor.
- QA by consultant shall consist of random compaction testing using nuclear density equipment. The minimum frequency shall be one test for every 15 done by the contractor.
- Enforcement of established rolling pattern.
- Approval of material before it arrives onsite (gradation and other properties).
- Checking grades, slopes, thicknesses during fine grading.
- Witness and comment on proof rolling tests.

### 3. Red Books

It is the responsibility of the Consultant to obtain a copy of the "Standard Format for City of Saint John Red Book Notes" and to maintain a copy on file for all future projects. This format shall be followed by the Consultant when preparing the field notes for the project. The City of Saint John will provide "**Red Book**" field books for the consultant to fill out and return to City staff at the end of the project.

### 4. Record Drawings

The consultant shall submit a set of Record Drawings in digital format. The drawings and data shall be in accordance with the Drawing Standards noted below. The as-built drawings will show the actual in-place vertical and horizontal alignments. The finished works shall be **re-surveyed** by the consultant to establish exact locations and elevations, and the date the site was re-surveyed shall be noted on the signed and sealed **Record Drawings**. The final survey shall also include the pickup of structures (valves, manholes, etc.) that were **not newly installed** during the project but are along the same section of street or easement. The consultant shall be responsible for obtaining the data and measurements used in the Record Drawings and shall not rely on the contractor to provide this information. The consultant shall note on the Record Drawings the number of the Red Book where the project information was recorded. The Record Drawings shall also include the ground water table elevation and geotechnical information, and the names and models of all products used.

All new works specified and incorporated shall have as-built information recorded including electrical, mechanical, structural, etc. All sheets in the set of Record Drawings shall be signed and sealed, including those of sub-consultants.

The digital as-built data submitted to the City shall become the property of the City, which may be used and redistributed as the City sees fit.

## **Digital Drawing Standards**

### **Purpose**

The development of Geographic Information Systems (GIS) and computer aided drawing (CAD) has facilitated the method to reduce the time and costs of development processing and land use map updates. Hence, a digital drawing submissions standard has been adopted by the City of Saint John to set the standard and facilitate the transfer process. The intent of this program is to take advantage of new technology, reduce the cost of digital conversion, maintain the mapping, and facilitate the efficient transfer of data from private organizations to the City.

The standards and specifications contained within this document shall be used for digital drawing submissions to the City's Records Division for the purpose of development processing and GIS digital land use map updates.

## Digital Format

The Consultant shall provide to the Engineer an As-Built record of the project which will include all required documentation, CAD files and any associated digital files as described below in both *printed* and *digital* versions.

All CAD drawings shall be submitted in AutoCAD (.DWG or .DXF) format with all line work complete. Each CAD project shall include all relevant resource files such as line & font resource files. The Consultant also shall provide the **drawings** in PDF **format**, with full color, on USB flash drive. This shall be a direct conversion, not a scan.

The City of Saint John will provide drawing file names for the legend portion of the drawing.

Each CAD project shall be accompanied with an ASCII text file of all as-built structure locations as well as any existing underground structure within the limits of the project. This text file is to be used for importing as-built and unknown structure locations into the City's G.I.S. The text file shall meet the following conditions:

- ✓ ASCII text file will include as-built structure locations such as catch basins, gate valves, manholes, air valves, outfalls, service boxes or any existing underground structure within the limits of the project.
- ✓ ASCII text file shall **only** include all as-built structure locations as well as any existing structures within the limits of the project and shall not contain other coordinated points such as curb shots, utility poles, corners of buildings, etc. This ASCII text file is to be used for importing structure locations into the City's G.I.S.

All coordinated points for the structures shall be delivered in a single comma-delimited ASCII text file. Each line of the file shall contain coordinate values (NAD83 CSRS Horizontal and HT2 Vertical) for a single point as follows:

### **Pt Number,Northing,Easting,Elevation,Field Code (Numeric)**

1,7362284.223,2533177.653,15.207,3  
2,7362028.622,2533004.711,25.695,16  
3,7362009.446,2532991.590,25.935,4

The field code in the ASCII text file shall be City of Saint John field codes (i.e., NumericField Codes).

City of Saint John Field Codes			
3	CB EXIST CENTER	50	CATCHBASIN MANHOLE

4	CB EXIST EDGE	51	CATCH BASIN PYRD TOP
6	CULVERT	54	DRAIN TILE
14	FIRE HYDRANT	58	MH CP TELEGRAPH
16	GATE VALVE EXISTING	69	UTILITY HYDRO BOX
24	MANHOLE EXIST	70	UTILITY TEL BOX
25	HYDRO MANHOLE	71	UTILITY CABL BOX
26	TELEPHONE MANHOLE	79	NEW SANITARY MANHOLE
27	OTHER	80	NEW STORM MANHOLE
46	WATER TRACE	81	NEW CB EDGE
43	UTILITY BOX	82	NEW CB CENTER
44	SERVICE BOX	83	NEW FIRE HYDRANT
45	VAULT	1205	GATE VALVE NEW

### Drawing Documentation

1. The horizontal and vertical datum utilized (NAD83 CSRS and HT2) shall be identified as NOTE 1 on all engineering drawings prepared for the City of Saint John.
2. All as-built drawings are to be marked on the title block in an obvious fashion with the text "Record Drawing" on the CAD files and manual copies of the drawings.
3. Each CAD project shall be accompanied with documentation to indicate CAD layers.
4. All required drawing documentation shall be summarized on a transmittal sheet submitted in both printed and digital versions. The transmittal sheet shall be placed on the same USB flash drive as the drawing files that the documentation refers to. The transmittal sheet shall include:
  - ✓ Please find enclosed :
  - ✓ Job Title
  - ✓ Company/ Firm
  - ✓ Contact Person
  - ✓ Address
  - ✓ Email Address
  - ✓ Phone FAX
  - ✓ List of attachments
  - ✓ USB flash drive(s)
  - ✓ As-built reproducibles (Hard Copies) 1 set

### 5. Media

1. All electronic files shall be delivered on USB flash drive.
2. All submitted USB flash drives shall include a transmittal **typed and clearly labeled** with the project title, contract number, contractor,

- consultant name, date of submittal, and list of contents on USB flash drive.
3. As-built reproducibles shall be prepared on paper.
  4. Produce plans on an ISO A1 paper size no larger than 600x900mm.

## **6. Operation and Maintenance Manuals**

The consultant shall provide the contractor with examples, both hard copy and digital, of what is expected in the form of Operation and Maintenance Manuals.

Two weeks prior to substantial completion of the work, the consultant shall review, for completeness and accuracy, the contractor's draft hard copy and digital copy of the Operation and Maintenance Manual.

Receipt of the Operation and Maintenance Manuals is a prerequisite for the granting of a Certificate of Substantial Completion.

## **Part F) Construction Management**

The consultant must prepare all required documentation for construction management in a formal and standardized format acceptable to the City. The list of documents must include but is not limited to the following: change orders, addenda, progress payments, summary of extras, minutes of meetings, status reports, construction and consultant budget updates and forecasts, reports to the engineer, meeting agendas, reports on contractor performance, quality control test reports, deficiency lists, letters, memos and so on.

The consultant is responsible for the **primary** field layout, including marking out property lines for the contractors. This may require the services of a legal surveyor where property pins are not present. The consultant shall do the **primary** field layout at least once during each phase of the project. If the contractor does not preserve the layout stakes, the consultant may request a fee from the contractor to replace them. The consultant shall be responsible for the primary field layout, which consists of the layout of centerline, control points and structures. All other layouts will be the responsibility of the contractor. The consultant shall give the contractor all the information and survey data points required to build the works utilizing the standard City of Saint John field codes from Digital Drawing Standards.

The consultant must co-ordinate, plan and notify all parties of all service shutdowns, testing, water main pressure testing & disinfection and system commissioning. The consultant will submit drawings or neat sketches that clearly communicate the proposed activity for the City's approval. The City will prepare all water service shutdown notices and provide them to the consultant for distribution. The consultant must deliver the notices to each home and business affected. The inspector must attempt to talk to someone at each building to explain the shutdown and leave a notice in an obvious location if nobody is home. The consultant must co-ordinate

and plan traffic detours and review proposed work zone safety plans received from the contractor. The City of Saint John staff will translate all routine and standardized public notices during construction.

The consultant must review and comment on all submissions and correspondence from the contractor and provide recommendations to the City as to the best course of action.

The consultant must invite the WorkSafeNB safety inspector to the pre-construction meeting, giving the appropriate officer a minimum of one week's notice.

The consultant shall immediately notify the Environment and Climate Change Canada's National Environmental Emergencies Centre (NEEC) **until personal contact is made** (1-800-565-1633) on any sewage overflows discharged to the environment. The Consultant shall provide the location of the discharge, time of discharge, amount of discharge and a detailed description of the event. Consultants are responsible for preparing the detailed emergency report required within five (5) days should sewage overflow occur, with discharge to the environment, as a result of project activities.

The field inspector (or resident engineer) assigned to this project shall have significant (minimum 4 years) related experience with such construction activity. The field inspector shall have a local cellular phone for the duration of the project and the number is to be provided to the City prior to the start of construction.

The field inspector shall have a copy of the latest revision of the General Specifications, the contract drawings and specifications and the standard format for Red Book Notes, the pipe report, video report, service cards, any applicable permits, or approvals onsite, and be familiar with them. The **principals of the consulting firm** must educate and prepare the field inspectors before the start of construction. They must understand the tasks and responsibilities of the position.

The City of Saint John Construction Inspection Guidelines shall be used as a basis for the general requirements for inspecting the construction and installation of municipal infrastructure.

The field inspector shall take pre-construction photographs and shall also take construction photographs for the duration of the project utilizing a digital camera. Each photograph must have the date taken on it and the location labeled. A labeled USB flash drive containing the digital photographs in chronological order shall be provided to the City at the end of the project.

The consultant shall provide daily inspection 'Field Notes' to detail all work done on the construction site that day. **Daily Field Reports** in the consultant's standard format shall be completed every day and sent to the City's project engineer at least once a week. The inspector shall also fill out service cards for each building

serviced to detail the water, sanitary and storm services that are installed during the project.

During construction, the consultant must provide the City with weekly e-mails (by Monday at 4:00pm) indicating those staff members who worked on the project the previous week, a brief description on their work as well as how many hours each person worked.

The field inspector shall be available to work overtime and on weekends (if the contractor is working), without extra charges to the City. The consultant will provide full time inspection and be on-site at all times when the contractor is working. The inspector shall advise the client immediately when work on-site starts or stops unexpectedly and of all planned schedule changes and of all changes to the work that may result in extra costs to the City or standby charges.

The consultant shall review and approve the contractor's work including but not limited to all architectural, mechanical, electrical, SCADA, pipework, excavation, grading, compaction, concrete work, and asphalt paving, etc. In addition, the consultant shall verify and provide detail on quantities of excavation and fill material, (measured by the inspector, not the contractor) as well as provide certification of work for progress payments.

The field inspector must ensure that the contractor flushes and videos (video camera inspection in colour and in accordance with the City of Saint John General Specifications) all required sewers. The consultant must review all sewer videos provided by the contractor, report any issues to the City and record them on the deficiency list as required.

Prior to commissioning, the consultant shall organize two (2) presentations for the City operations staff, to explain the new infrastructure, and how it will impact the performance of the system, recommend how the system should work, how and when it should be maintained and what spare parts the City should hold in inventory. Each presentation shall be scheduled with SJW Operations at least three working days in advance. The commissioning for the station shall follow the above presentations and be scheduled at a mutually agreeable date and time to permit the attendance of the appropriate operations staff.

The consultant shall also coordinate the necessary training on the system administration software with the supplier. This training shall be scheduled at least three working days in advance at a mutually agreeable date and time to permit the attendance of the appropriate staff. The consultant shall video record this training and provide a copy on a labeled USB flash drive for future training sessions.

#### **4. METHOD OF PAYMENT:**

Upon award of the contract the City will execute an agreement with the successful engineering firm for the work to be performed. Payment of fees shall be in accordance



with the terms of the Request for Proposal at the rates submitted and accepted in the consultant's proposal not to exceed the Recommended Minimum Hourly Rates as contained in The Association of Consulting Engineering Companies - New Brunswick fee guideline to a maximum of the upset fee for Parts A, B, C, D and E as required.

For Part F, payment of fees shall be based on actual time in hours plus reimbursable expenses subject to approval by the City's Engineer.

The consultant shall invoice the City on a monthly basis for the work performed in accordance with the engineering services agreement. The consultant shall provide a status report with each invoice outlining in detail the scope of the work completed during that month. Payments will not be processed unless the invoice is signed by an authorized representative of the company, accompanied by a status report in the proper timed based format (hourly rate x hours worked).

Engineering fees are not based on a percentage of the construction costs; therefore the approved maximum upset prices will not be changed due to the final construction costs being different from the current budget estimate. A change in the fees may be considered only if the scope of the engineering work is changed at the request of the City's Engineer.

Maximum upset prices (including HST) will be included in the proposal for Part A, Part B, Part C, Part D and Part E of this project beyond which no additional payments will be considered unless first submitted by the consultant in writing and authorized in writing by the City.

The pricing submitted for Part F shall be in the format of a budget estimate based upon an estimated construction duration of eight (8) weeks. The consultant's budget should also assume a 55-hour work week for the inspection services as well as 12 hours of project management per week for the consultant's Engineer overseeing the project **plus reimbursable expenses.**

The final amount paid to the consultant for Part F shall be based on actual time in hours to complete Part F plus reimbursable expenses subject to approval by the City's Engineer.

The total price stated must also include an engineering contingency in the amount of \$5,000.00 for unforeseen work.

No part of this contingency shall be expended without the written direction of the City's Engineer, and any part not so expended shall be deducted from the contingency allowance. Payments for engineering work performed in the preparation of as-built drawings will only be made upon receipt of completed drawings.

## **5. TERMINATION OF CONTRACT:**

The City will reserve the right to terminate the contract with the Engineering Firm after completion of Part A or at any other time during the course of the work. In such an event, payment will be made only for the work completed up to the time of termination.

The City of Saint John does not, by virtue of any proposal request, commit to an award of this bid, nor does it commit to accepting the proposal submitted, but reserves the right to award this proposal in a manner deemed to be in the best interest of the City.

## **6. CONTENT OF PROPOSAL:**

The Consultant shall confirm a clear understanding of the work to be undertaken as described in the Scope of Work. The proposal must demonstrate that the consultant and its team have recent and significant experience with this type of work. When noting examples of experience gained on similar projects, the proposal must also note which current staff members worked on that project and what their role was. The proposal must specifically address all requirements of the work and any matters related to its successful implementation. The proposal must indicate what role each of the consultant's team will be carrying out for the project. The consultant may not substitute the project team members noted in the proposal without permission of the client. When proposing a schedule, the consultant must also indicate that their workload is such that they will have time to complete the project in the required timeframe. If the consultant is too busy, they should decline the work.

The proposal shall include the following sections:

### ***a. TECHNICAL PROPOSAL:***

- i. Table of Contents
- ii. Work Plan and Schedule
- iii. Project Team
- iv. Experience with similar projects

### ***b. FINANCIAL PROPOSAL:***

- i. Maximum or Upset Fee(s) for each of parts A, B, C, D, & E.
- ii. Budget estimate for Part F.
- iii. Include a contingency of \$5,000.
- iv. All costs are to be subtotaled (including contingency allowance) with the 15% HST component identified separately and added to arrive at a total cost.
- v. Billing Rate Summary (hourly billing rates for all key personnel).

The financial proposal shall include separate prices (including reimbursable expenses) for each of Part A, Part B, Part C, Part D, Part E & Part F.

A further breakdown of Part F is required with the financial proposal to identify all staff participating in Part F, including hourly rates, hours, and reimbursable expenses.

All sub-consultants such as geotechnical, legal survey, electrical, structural and others shall have their fees identified and included in the appropriate part of the proposal.

## 7. EVALUATION CRITERIA:

For the purposes of this proposal call, submissions will be evaluated on the following criteria:

- ◆ *QUALITY AND COMPLETENESS* - Has the proposal addressed all the needs raised? Is the proposal presented in an organized and professional manner? (Criteria weight= 10 points)
- ◆ *CONSULTANT'S EXPERIENCE* - Has the proposal demonstrated a level of expertise with the requirements of this project? (Include references for projects of a similar nature.) (Criteria weight= 20 points)
- ◆ *EXPERIENCE OF EMPLOYEES I SUB-CONSULTANTS* - Has the proposal demonstrated a level of expertise for the employees of the company and sub-consultants listed? (Include resumes for staff and sub-contractors required) (Criteria weight= 35 points)
- ◆ *METHODOLGY* - Does the approach to the project outlined in the proposal address, in a realistic sense, attainable goals and is it in keeping with the City's expectations for the project? (Criteria weight = 75 points)
- ◆ *VALUE ADDED* - What additional information, technology, process, or options has the consultant included in his proposal? Is there value added to the consultant's response for this additional information? (Criteria weight = 10 points)
- ◆ *COST* - Cost will be a factor, however not the only factor to be considered. (Criteria weight= 50 points)

Consultants are advised that proposals will be evaluated solely on the basis of information submitted in accordance with the request for proposals. The City reserves the right, if deemed necessary, to short-list the proposals and to request an additional verbal presentation from each short-listed proponent. The Consultant

may supplement their presentation with a summary in written format to clarify points raised during the process.

## **8. INSURANCE REQUIREMENTS:**

The consulting engineering firm shall obtain and keep in force, during the full duration of this contract, an Errors and Omissions Liability policy with a minimum limit of two million dollars, and two million dollars **per claim**. The policy shall include a clause stating that thirty-day notice of cancellation of this policy will be given to the City of Saint John, by the insurers. Provide evidence of this policy.

The consultant must provide proof of current coverage from WorkSafeNB prior to the start of the work.

The consultant shall provide evidence of the following insurance coverage:

General Liability with minimum limits of two million dollars per occurrence. The policy shall include:

- Operations of the consultants in connection with this project.
- Products and completed operations coverage.
- Contractual liability with respect to this project.
- The City of Saint John added as an additional named insured.
- A cross liability clause.
- Non-owned automobile.
- Thirty days' notice of cancellation of this policy will be given to the City of Saint John, by the insurers.
- Standard automobile insurance for owned automobiles with at least the minimum limits allowed by law.

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## 9. FORMALITY CLAUSE:

In order for the City of Saint John to consider any proposal submission as a legally binding offer, on behalf of the consultant, it is necessary for the consultant to communicate this formality to the City in the form of an offer which contains the original signature of the individual or representative of the firm who is authorized to act on behalf of the consultant.

To meet this requirement, all proposal submissions to the City of Saint John must be prefaced with a covering letter which contains an original signature of the individual authorized by the consultant to submit proposals on their behalf.

The covering letter must be on official company letterhead, be dated and be addressed to the attention of the City of Saint John representative specified in the request for proposal document. Additionally, it must make reference in the body of the letter to the request for proposal number and project title, as well as to the fact that the enclosed documents constitute a formal proposal offer and finally, the letter must contain the original signature as indicated.

Failure to include the required covering letter as a preface with your proposal will be grounds for immediate rejection on the basis that it is not formal.

## 10. STANDARD TERMS AND CONDITIONS:

### Addendums

Periodically, the City of Saint John is required to issue notification of changes or corrections to a bid document. Normally these notifications will have direct bearing on the cost of the engagement and will influence the way you bid. Therefore, it is important that the City have assurances that you in-fact received the notification.

In the case of an addendum, these are emailed to the vendor and are accompanied by a cover sheet. Vendors are instructed to sign the cover sheet and return it either by email or in person, to the Purchasing Agent, prior to the proposal closing. The addendum must be signed by the proponent and submitted with the proposal.

Failure to comply with the instructions on an addendum will result in rejection of your proposal, regardless of whether the changes noted in the addendum are included in the proposal submission or not.

### Review of Proposals

The evaluation committee may invite proponents to meet with the review committee to make an oral/visual presentation in support of their proposal. The City will provide the meeting venue at its cost. The proponent shall bear its own costs related to such meeting.

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### **Additional Information from Proponents**

The City of Saint John reserves the right during evaluation of the bids to seek further information from any proponent and to utilize that information in evaluation and award without becoming obligated to seek further information from any other proponents.

### **Clarification of Bid**

The City of Saint John reserves the right in its sole discretion to clarify any bid after close of bidding without becoming obligated to clarify any other bid.

### **Negotiation**

The City reserves the right in its sole discretion to negotiate the final terms and conditions of the engagement contract with the most probable candidate for award prior to award of the engagement.

### **Inconsistency between Paper and Electronic Form**

If there is any inconsistency between the paper form of a document issued by or on behalf of the City to proponents and the digital, electronic, or other computer readable form, the paper form of the document prevails.

### **Acceptance, Revocation and Rejection of Proposals**

The proposal constitutes an offer which shall remain open and irrevocable until 90days after the date of the proposal opening.

### **Reserved Rights**

The City reserves the right to:

- a) Reject an unbalanced Proposal. For the purpose of this section, an unbalanced Proposal is a Proposal containing a unit price which deviates substantially from, or does not fairly represent, reasonable and proper compensation for the unit of work bid or one that contains prices which appear to be so unbalanced as to adversely affect the interests of the City. The City reserves the right to use Proposals submitted in response to otherlike or similar Requests for Proposals as a guideline in determining if a bid is unbalanced.
- b) Amend or modify the scope of a project, and/or cancel or suspend the BidSolicitation at any time for any reason.
- c) Require proponents to provide additional information after the Closing Date for the Bid Solicitation to support or clarify their bids.

- d) Not accept any or all bids.
- e) Not accept a bid from a bidder who is involved in litigation, arbitration, or any other similar proceeding against the City.
- f) Reject any or all bids without any obligation, compensation, or reimbursement to any bidder or any of its team members.
- g) Withdraw a Bid Solicitation and cancel or suspend the Bid Solicitation process.
- h) Extend, from time to time, any date, any time period or deadline provided in a Bid Solicitation (including, without limitation, the Bid Solicitation Closing Date), upon written notice to all bidders.
- i) Assess and reject a bid on the basis of:
  - i. information provided by references.
  - ii. the bidder's past performance on previous contracts.
  - iii. information provided by a bidder pursuant to the City exercising its clarification rights under the Bid Solicitation process.
  - iv. the bidder's experience with performing the type and scope of work specified including the bidder's experience.
  - v. other relevant information that arises during a Bid Solicitation process.
- j) Waive formalities and accept bids which substantially comply with the requirements of the Bid Solicitation.
- k) Verify with any bidder or with a third party any information set out in a bid.
- l) Disqualify any bidder whose bid contains misrepresentations or any other inaccurate or misleading information.
- m) Disqualify any bidder who has engaged in conduct prohibited by the Bid Solicitation documents.
- n) Make changes including substantial changes to the bid documents provided that those changes are issued by way of an addendum in the manner set out in the Bid Solicitation documents.
- o) Select any bidder other than the bidder whose bid reflects the lowest cost to the City.
- p) Cancel a Bid Solicitation process at any stage.
- q) Cancel a Bid Solicitation process at any stage and issue a new Bid Solicitation for the same or similar deliverable.

- r) Accept any bid in whole or in part.

And these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the City shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any bidder or any third party resulting from the City exercising any of its express or implied rights under a Bid Solicitation.

### **Limitation of Liability and Waiver**

In every Bid Solicitation, the City shall draft the documents such that each bidder, by submitting a bid, agrees that:

- a) Neither the City nor any of its employees, agents, advisers, or representatives will be liable, under any circumstances, for any claims arising out of a Bid Solicitation process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or any other claim.
- b) The bidder waives any claim for any compensation of any kind whatsoever including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the City's decision to not accept the bid submitted by the bidder, to award a contract to any other bidder or to cancel the Bid Solicitation process, and the bidder shall be deemed to have agreed to waive such right or claim.

### **Proposal Debrief**

Immediately following the City's acceptance of a Proposal submitted, Supply Chain Management shall send a written notification of award to all unsuccessful proponents disclosing the name of the successful proponent and providing a brief explanation rationalizing the City's selection:

- i. For all Requests for Proposals valued at Fifty Thousand Dollars (**\$50,000.00**) or less, the written notification of award will be the only form of debriefing offered by the City.
- ii. In the case of Requests for Proposals valued in **excess** of Fifty Thousand Dollars (**\$50,000.00**), Supply Chain Management may, in addition to the notification of award and upon written request from any proponent, provide a more detailed oral debriefing either by phone or in person, as required by the proponent. During this debriefing, Supply Chain Management may disclose information such as the total price of the successful proponent and may discuss an overview of the process as well as the strengths and weaknesses of the requesting proponent's proposal.
- iii. The written request referred to paragraph (ii) shall be submitted to the



Office of the Purchasing Agent no later than fifteen (15) business days after the notification of award is issued.

- iv. The acceptance of the successful Proposal shall not be discussed during a debriefing.

## **11. SUBMITTALS:**

When preparing the Agreement for Engineering Services, the consultant is required to submit a "Business Corporation Act Certificate" to the engineer.

## **12. INQUIRIES:**

All inquiries regarding this request for proposals shall be submitted in writing via email, by **4:00 p.m. Local Time on Tuesday, June 22<sup>nd</sup>, 2021**, to the attention of:

Monic MacVicar, CCLP, CPPB  
Procurement Specialist  
Supply Chain Management  
Email: [supplychainmanagement@saintjohn.ca](mailto:supplychainmanagement@saintjohn.ca)

Responses to inquiries will be in writing and distributed by email to all Consultants registered as having received the Terms of Reference as of the date the response is prepared. The source of the question will not be identified in the response. Verbal information shall not be binding upon the City. Inquiries after the above deadline will not receive a response.

## **13. ATTACHMENTS:**

- ◆ Appendix 1 – Woodlawn Park Catchment
- ◆ Appendix 2 - Draft Consulting Engineering Agreement

## **14. OTHER RELEVANT DOCUMENTS:**

- ◆ City of Saint John Construction Inspection Guidelines
- ◆ City of Saint John General Specification

## **15. SUBMISSION OF PROPOSALS:**

Consultants shall deliver six (6) copies of the Technical Proposal and supporting information and six (6) copies of the Financial Proposal no later than **4:00pm, Local Time, Thursday, July 8, 2021** clearly indicating the Consultant's name and

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address and marked "**Proposal: 2021-091006P, WWPS Woodlawn Park - Design Services**", to the attention of:

Monic MacVicar, CCLP, CPPB  
Procurement Specialist  
Supply Chain Management  
City of Saint John  
175 Rothesay Avenue,  
Saint John, NB, E2J 2B4

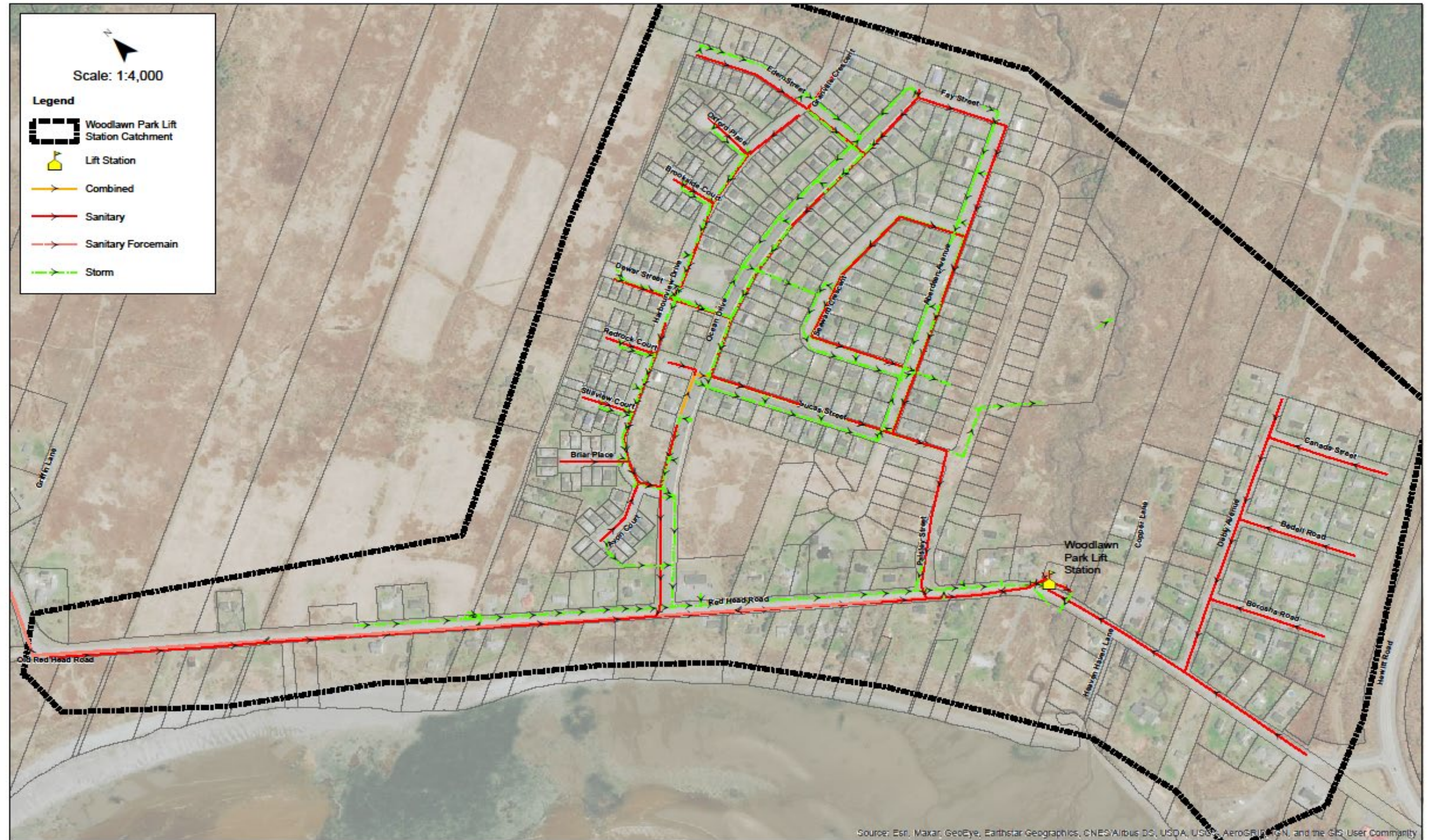
Please note that:

1. Late proposals or proposals submitted by facsimile will be rejected.
2. The City assumes no responsibility for improperly addressed or delivered proposals.
3. The City of Saint John does not, by virtue of this proposal call, commit to an award of this bid, nor does it commit to accepting the lowest or any proposal submitted, but reserves the right to award this proposal in any manner deemed to be in the best interest of the City.
4. The Financial Proposal is to be submitted in the Consultant's package in a separate sealed envelope, clearly marked as "**Financial Proposal: 2021-091006P, WWPS Woodlawn Park - Design Services**", with the Consultant's name and address.
5. Consultants must propose on the entire project - incomplete proposals will be rejected.

Immediately following the closing time, proposal packages will be opened in the office of the Manager of Supply Chain Management. Only the names and addresses of the proponents will be made public at this time. No other information about the proposals will be disclosed at that time. Proposals will then be forwarded to an evaluation committee for review and recommendation.

## **Appendix 1**

### **Woodlawn Park Catchment**



## **Appendix 2**

### **Draft Consulting Engineering Agreement**

THIS **CONSULTING ENGINEERING AGREEMENT** made in triplicate this \_\_\_\_ day of May, 2020 (the “Effective Date”).

BETWEEN:

**THE CITY OF SAINT JOHN**, having its offices at the City Hall Building at 15 Market Square, Saint John, New Brunswick, a body corporate by Royal Charter, confirmed and amended by Acts of the Legislative Assembly of the Province of New Brunswick, hereinafter called the “City”,

**OF THE FIRST PART**

- and -

?????, an extra-provincial corporation registered under the Business Corporations Act, having its head office in the City of ????, Province of ?????, hereinafter called the “Consultant”,

**OF THE SECOND PART**

**WHEREAS**, the City issued a Request for Proposal 2020-0????P for Engineering Services: DMAF Sanitary Lift Station Improvements [hereinafter referred to as the “Request for Proposal”] attached hereto as Schedule “A”;

**WHEREAS**, the Consultant submitted a Proposal with respect to the Request for Proposal on March 17, 2020 [hereinafter referred to as the “Proposal”] which proposal the City has accepted and attached hereto as Schedule “B”;

**WHEREAS**, the purpose of this Agreement is for Engineering Services: DMAF Sanitary Lift Station Improvements;

**WHEREAS**, the Common Council on May 4, 2020 resolved that:

The proposal from ????, for engineering design and construction management services for the DMAF Sanitary Lift Station Improvements project in the amount of \$???.00 including HST be accepted and that the Mayor and Common Clerk be authorized to execute the appropriate documentation in that regard.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

## 1. Definitions

The terms defined in this clause shall for all purposes of this Agreement have the meanings specified unless the context otherwise specifies or requires:

1(1) **City Manager** means the city manager of the City or his designate appointed by resolution of Common Council;

1(2) **Claims** means any actual or threatened loss, liability, cost, charge, interest, claim, demand, allegation, action, cause of action, proceeding, suit, assessment, reassessment, proposed assessment or reassessment, damage, demand, expense, levy, tax, duty, judgment, award, fine, charge, deficiency, penalty, court proceeding or hearing cost, amount paid in settlement, encumbrance, and/or tangible and intangible property right (including all costs and expenses relating to the foregoing, including legal and other professional adviser and expert fees and expenses), and whether arising by contract, at common or statute law, in tort (including negligence and strict liability), in equity, in property or otherwise of any kind or character howsoever, and howsoever arising; and **Claim** means any one of them;

1(3) **Common Council** means the elected municipal council of the City;

1(4) **Confidential Information** means information disclosed to or obtained by the Consultant in connection with the fulfillment of the terms of this Agreement and which has been identified by Municipal Operations as information which should be treated as confidential and shall be as defined in section 9;

1(5) **Consultant** means the consulting engineering firm who is currently licensed to practice within the Province of New Brunswick to carry out engineering services required to complete the Project and referred to as "???" in this Agreement;

1(6) **Consultant Representative** means the person designated by the Consultant with duly vested authority to act on behalf of the Consultant;

1(7) **Dispute** means any dispute, controversy, Claim, disagreement or failure to agree arising out of, in connection with, or relating to the interpretation, performance or application of the Agreement; and Disputes has a corresponding meaning;

1(8) **Information** means all data, site surveys, preliminary investigations, preliminary designs, design reports with cost estimates, detailed designs, record drawings in digital and hard copy format, plans in digital and hard copy format, public consultation process data or reports, construction management and inspection services data or reports, and other materials developed in pursuance of the Project;

1(9) **Municipal Operations** means the Utilities and Infrastructure Services Department of the City of Saint John;

1(10) **Parties** means the City and the Consultant, respectively; and **Party** means individually the City and the Consultant;

1(11) **Project** means the engineering design and construction management services for the DMAF Sanitary Lift Station Improvements;

1(12) **Proposal** means the proposal submitted by the Consultant entitled Engineering Services DMAF – Sanitary Lift Station Improvements (Proposal # 2020-0??P);

1(13) **Services** means those design and construction management services as set out in the Request for Proposal and the Proposal and as set forth in this Agreement; and

1(14) **Work** means the scope of the Consultant’s services.

## 2. **General**

2(1) The City hereby agrees to retain the Consultant to provide the City with the Services and the Consultant hereby agrees to provide the Services to the City, all in accordance with the provisions of this Agreement.

2(2) The Consultant shall carry out the work in accordance with the Request for Proposal and the Proposal and any other written clarification(s) or addendum(s) thereof that has or have been requested and, provided and agreed to by the parties to this Agreement.

## 3. **Term**

3(1) The term of this Agreement commences on the Effective Date and construction of the Project is to proceed as outlined in the Request for Proposal.

## 4. **Scope of Services and Responsibilities**

4(1) The Consultant shall perform the Services as set out in the Request for Proposal and the Proposal and any other written clarification(s) or addendum(s) thereof that has or have been requested, provided and agreed to by the Parties to this Agreement, and these Services shall include:

- (a) Site surveys, preliminary investigation, data collection and Aboriginal consultations;
- (b) Preliminary design, cost estimates and design report;
- (c) Conduct Public Consultation process;
- (d) Detailed design;



- (e) Tender period services, Material Testing & Inspection, Redbook Notes and Record Drawings; and
- (f) Construction Management.

4(2) The Consultant shall perform these Services under the general direction and control of Municipal Operations and with all due and reasonable diligence, professional skills and competence.

## 5. **Fees**

5(1) The City shall pay to the Consultant the fees in accordance with the Proposal and the provisions of the Request for Proposal including any other written clarification(s) or addendum(s) thereof that has or have been requested and provided and agreed to by the Parties to this Agreement.

5(2) Municipal Operations will review each invoice submitted by the Consultant within five (5) days after receipt and the City shall pay any undisputed amount thereunder within forty-five (45) days of the date of submission of such invoice by the Consultant.

5(3) The fees to be paid by the City for the Services performed hereunder shall be inclusive of any applicable sales taxes.

5(4) With respect to any invoice submitted by the Consultant, the City may, without triggering a default under this Agreement, withhold from any payment otherwise due:

- (a) any amount incorrectly invoiced, provided that the City timely informs the Consultant of the amounts alleged to be incorrectly invoiced and the basis for any such assertion for review, resolution and rebilling purposes; or
- (b) any amount in dispute.

## 6. **Records and Audit**

6(1) In order to provide data to support the invoice for fees, the Consultant shall keep a detailed record of hours worked and the billing rate for all staff performing work on the Project. The Consultant agrees that the City may inspect these time records at any reasonable time.

6(2) The Consultant, when requested by the City, shall provide copies of receipts in respect to any disbursements for which the Consultant claims payment.

## 7. **Failure to Perform**

7(1) Should the Consultant fail for any cause whatever to perform the Work provided for by this

Agreement, or fail to perform the Work in a manner satisfactory to the City, then, in either case, all payments by the City to the Consultant shall cease as of the date of such failure, and the City may appoint its officials, or any other person or persons in the place instead of the Consultant to perform the Work and the Consultant shall have no Claim against the City except for the Work which has been performed by the Consultant under this Agreement up to the time of such failure, without further liability, penalty or obligation to the City under this Agreement, and subject to any amounts that have already been paid to the Consultant.

## **8. Dismissal and Termination**

8(1) In the event that the City, acting reasonably, is dissatisfied with the Work performance by the Consultant or that the Consultant fail to comply with the specifications and the terms and conditions of this Agreement, the Parties agree that the City may dismiss the Consultant at any time on thirty (30) days' prior written notice. The Consultant will accept payment for Work performed to the date of dismissal on a pro-rated basis in accordance with the provisions of this Agreement, in full satisfaction of any and all Claims under this Agreement, without further liability, penalty or obligation to the City under this Agreement, and subject to any amounts that have already been paid to the Consultant.

8(2) This Agreement may be terminated, without cause, by the City upon thirty (30) days' written notice to the Consultant of the City's intention to terminate same.

8(3) In the event of termination of this Agreement by the City, it shall within forty-five (45) calendar days of termination pay the Consultant, for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions set out in this Agreement, without further liability, penalty or obligation to the City under this Agreement, and subject to any amounts that have already been paid to the Consultant.

8(4) Upon early termination of this Agreement and settlement of accounts, or upon completion of the Consultant's obligations under this Agreement, all information, data, material, sketches, plans, notes, documents, memoranda, specifications or other paper writing belonging to the City and gathered or assembled by the Consultant or their agents, whether in paper or electronic format or otherwise for the purpose of this Agreement, shall forthwith be delivered to the City by the Consultant.

## **9. Confidential Information**

9(1) The Consultant will, both during and following the term of this Agreement, treat as confidential and safeguard any information or document concerning the affairs of the City of which the Consultant acquires knowledge or that comes into its possession by reason of the Work for the City under this Agreement and will not disclose either directly or indirectly any such information or documents to any person, firm or corporation without first obtaining the written permission by the City, except any information or documents as the Consultant determines in its professional judgment should be disclosed to a third party.

- 9(2) Without limiting the generality of paragraph 9(1):
- (a) The Consultant will not use any information acquired through the performance of this Agreement (herein referred to as “findings”) to gain advantage in any other project or undertaking irrespective of the topic, scale, or scope of such project or undertaking;
  - (b) The Consultant will not disclose any findings during or after the performance of this Agreement;
  - (c) The Consultant will not respond to any inquiries pertaining to any findings and agrees to refer all such inquiries to the City;
  - (d) The Consultant will not disclose or use any information that Municipal Operations cannot or may not wish to disclose;
  - (e) The Consultant shall hold all Confidential Information obtained in trust and confidence for Municipal Operations or the City and shall not disclose, except as required by law, any such Confidential Information, by publication or other means, to any person, company or other government agency nor use same for any other project other than for the benefit of the City as may be authorized by the City in writing; and

Any request for such approval by the City shall specifically state the benefit to the City of the disclosure of the Confidential Information.

## 10. **Liability Insurance**

10(1) The Consultant, at no expense to the City, shall obtain and maintain in full force and effect during the term of this Agreement, a policy or policies of insurance with the following minimum limits of liability:

- (a) Professional Errors and Omissions Liability Insurance

The Insurance Coverage shall be in the amount of Two Million Dollars (\$2,000,000.00) per claim and in the aggregate. When requested, the Consultant shall provide the City proof of Professional Errors and Omissions Liability Insurance carried by the Consultant and in accordance with the *Engineering and Geoscience Professions Act*, S.N.B. 1999, Chapter 50, and amendments thereto.

- (b) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be of not less than Two Million Dollars (\$2,000,000.00)

per occurrence and in the aggregate for general liability and Two Million Dollars (\$2,000,000.00) for automobile insurance. When requested, the Consultant shall provide the City with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

10(2) The policies of insurance required in paragraphs 10(1)(a) & 10(1)(b) must provide that the coverage shall stay in force and not be amended, cancelled or allowed to lapse without thirty (30) days prior written notice being given to the City. The Consultant agrees to furnish to the City a renewal certificate at least ten (10) calendar days prior to the expiration of the policy.

10(3) The policy of insurance required in paragraph 10(1)(b) shall name the City as an additional insured and shall contain a cross-liability clause.

10(4) The Consultant shall obtain and maintain in full force and effect during the term of this Agreement coverage from WorkSafeNB.

10(5) The Consultant shall submit to the City satisfactory evidence of having obtained the insurance coverage required and shall submit certificates of such coverage as well as current coverage from the WorkSafeNB forthwith to the City upon execution of this Agreement.

10(6) Nothing in this section 10 shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which the Consultant may be held responsible for payments of damages to persons or property.

## **11. Project Managers**

11(1) The City shall designate a project manager to work directly with the Consultant in the performance of this Agreement.

11(2) The Consultant shall designate a Consultant Representative who shall represent it and be its agent in all consultations with the City during the term of this Agreement. The Consultant or its Consultant Representative shall attend and assist in all coordination meetings called by the City.

## **12. Responsibility for Errors**

12(1) The Consultant shall be responsible for its work and results under this Agreement. The Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to the City.

12(2) In the event that an error or omission attributable to the Consultant's negligence, then the Consultant shall, at no cost to the City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the error or omission to the sole

satisfaction of the City, acting reasonably, and to participate in any meeting required with regard to the correction.

**13. Remedies**

13(1) Subject to sections 18 and 19 hereof, upon default by either Party under any terms and conditions of this Agreement, and at any time after the default, either Party shall have all rights and remedies provided by law and by this Agreement.

13(2) No delay or omission by the Parties in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. Furthermore, any Parties may remedy any default by the other Party in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the defaulting party. All rights and remedies of each Party granted or recognized in this Agreement are cumulative and may be exercised at any time and from time to time independently or in combination.

**14. Indemnification**

14(1) Subject to subsection 14(2) hereof, but notwithstanding any other clauses herein, the Consultant shall indemnify and save harmless the City from all Claims, or other proceedings by whomsoever claimed, made, brought or prosecuted in any manner and whether in respect of property owned by others or in respect of damage sustained by others based upon or arising out of or in connection with the performance of this Agreement or anything done or purported to be done in any manner hereunder, but only to the extent that such Claims, or other proceedings are attributable to and caused by the Consultant's negligence, errors or omissions.

14(2) In no event shall the Consultant be obligated to indemnify the City in any manner whatsoever in respect of any Claims, or other proceedings caused by the negligence of the City, or any person for whom the City is responsible.

**15. Contract Assignment**

15(1) This Agreement cannot be assigned by the Consultant to any other service provider without the express written approval of the City.

**16. Performance**

16(1) All Parties agree to do everything reasonably necessary to ensure that the terms of this Agreement are met.

**17. Non-Performance**

17(1) The failure on the part of any Parties to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

## **18. Dispute Resolution**

### **A. Referral to Senior Management**

18(1) All Disputes arising out of, or in connection with, this Agreement, or in respect of any legal relationship associated with or derived from this Agreement shall within two (2) Business Days be referred for resolution to the City Manager and the Consultant Representative.

18(2) If the City Manager and Consultant Representative are not able to resolve the Dispute referred to them under this section 18 within seven (7) Business Days following such referral, the matter shall be referred for resolution by way of mediation upon the willingness of the Parties.

### **B. Mediation**

18(3) Despite an agreement to mediate, a Party may apply to a court of competent jurisdiction or other competent authority for interim measures of protection at any time.

18(4) If the Parties resolve to mediate the Dispute referred to them under subsection 18(2), the Parties shall invoke the following mediation process:

- (a) Either Party shall immediately declare an impasse and provide written notice to the other within seven (7) Business Days thereof (or such other period as the Parties mutually prescribe) declaring that such party wishes to proceed to mediation and setting out in reasonable detail the issue(s) to be resolved, the proposed time and a list of at least three (3) and not more than five (5) proposed mediators. Each of the proposed mediators shall be an individual:
  - (i) with at least three (3) years' experience working in an executive capacity or representing clients in the area of public disputes, and
  - (ii) unless otherwise agreed by the Parties, with no prior connection, affiliation or other formal relationship with either Party.
- (b) Upon receipt of such notice, the notified party shall have two (2) Business Days to select one (1) of the proposed mediators as the mediator, failing which the Party providing notice shall select one (1) of its proposed mediators as the mediator. Within seven (7) Business Days following selection of the mediator the matter shall be heard by the

mediator.

- (c) The mediator shall be entitled to establish his or her own practices and procedures. Each Party shall co-operate fully with the mediator and shall present its case to the mediator orally and/or in writing within (10) Business Days following the mediator's appointment. The mediation shall not be in the nature of arbitration as contemplated by the *Arbitration Act*, SNB 2014, c 100, and the mediator's decision shall not be binding upon the Parties, but shall be considered as a bona fide attempt by the mediator to judiciously resolve the Dispute. The decision of the mediator shall be rendered in a written report, not to exceed two (2) pages in length, delivered to the Parties within ten (10) Business Days following the last of such presentations. The fees of the mediator shall be shared equally by the Parties.

18(5) The mediation shall be terminated:

- (a) By the execution of a settlement agreement by the Parties; or
- (b) By a written declaration of one or more parties that the mediation is terminated; or
- (c) By a written declaration by the mediator that further efforts at mediation would not be useful.

18(6) The place of mediation shall be the City of Saint John and Province of New Brunswick.

### C. Arbitration

18(7) In the event that the Parties are unwilling to mediate their Dispute or that the Dispute between the Parties remain unresolved after mediation has been attempted in good faith, then either the City or the Consultant, upon written notice to the other, may refer the Dispute for determination to a Board of Arbitration consisting of three (3) persons, one (1) chosen by and on behalf of the City, one (1) chosen by and on behalf of the Consultant and the third chosen by these two.

18(8) In case of failure of the two arbitrators appointed by the Parties hereto to agree upon a third arbitrator, such third arbitrator shall be appointed by a Judge of The Court of Queen's Bench of New Brunswick.

18(9) No one shall be appointed or act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work or in the business or other affairs of either Party.

18(10) Notwithstanding the provisions of the *Arbitration Act*, SNB 2014, c 100, the Board of Arbitration, upon such terms and conditions as are deemed by it to be appropriate, may allow a Party to amend or supplement its claim, defence or reply at any time prior to the date at which the Parties

have been notified of the arbitration hearing date, unless the Board of Arbitration considers the delay in amending or supplementing such statements to be prejudicial to a Party. The Board of Arbitration will not permit a Party to amend or supplement its claim, defence or reply once the arbitration hearing has been scheduled.

18(11) The Board of Arbitration may encourage settlement of the Dispute and, with the written agreement of the Parties, may order that mediation, conciliation or other procedures be used by the Parties at any time during the arbitration proceedings to encourage settlement.

18(12) If, during the arbitration proceedings, the Parties settle the Dispute, the Board of Arbitration shall, upon receiving confirmation of the settlement or determining that there is settlement, terminate the proceedings and, if requested by the Parties, record the settlement in the form of an arbitration award on agreed terms.

18(13) Subject to subsection 18(14), any determination made by the Board of Arbitration shall be final and binding upon the Parties and the cost of such determination shall be apportioned as the Board of Arbitration may decide.

18(14) Either Party may appeal an arbitration decision to The Court of Queen's Bench of New Brunswick: (i) on a question of law; or (ii) on a question of fact; or (iii) on a question of mixed fact and law.

18(15) The place of arbitration shall be the City of Saint John and Province of New Brunswick and the provisions of the *Arbitration Act*, SNB 2014, c 100, New Brunswick, shall apply to the arbitration.

#### **D. Retention of Rights**

18(16) It is agreed that no act by either Party shall be construed as a renunciation or waiver of any rights or recourses provided the Party has given the notices required under section 18 and has carried out the instructions as provided in section A of this Part.

18(17) Nothing in section 18 shall be construed in any way to limit a Party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of New Brunswick and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that Party may have under section B of this Part to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.

### **19. Force Majeure**

19(1) It is agreed between all Parties that neither Parties shall be held responsible for damages caused by delay or failure to perform his undertakings under the terms and conditions of this Agreement when the delay or failure is due to strikes, labour disputes, riots, fires, explosions, war, floods, acts of God, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot be



reasonably foreseen or provided against. After ninety (90) consecutive or cumulative days of the suspension of Party's obligations due to force majeure, the other Party may terminate the Agreement.

**20. Time**

20(1) This Agreement shall not be enforced or bind any of the Parties, until executed by all the Parties named in it.

**21. Notices**

21(1) Any notice under this Agreement shall be sufficiently given by personal delivery or by registered letter, postage prepaid, mailed in a Canadian post office and prepaid courier, addressed, in the case of notice to:

**The City:**

**CONSULTANT:**

Municipal Operations  
City of Saint John  
175 Rothesay Avenue  
Saint John, New Brunswick  
E2J 2B4

?????  
Street  
City, Province  
Postal Code

Telephone: 506-658-4455

Telephone:

or to any other address as may be designated in writing by the Parties and the date of receipt of any notice by mailing shall be deemed conclusively to be five (5) calendar days after the mailing.

**22. Reference to Prior Agreement**

22(1) This Agreement supersedes and takes the place of all prior agreements entered into by the Parties with respect to the consulting engineering services for design and construction management of the DMAF Sanitary Lift Station Improvements.

**23. Amendments**

23(1) No change or modification of this Agreement shall be valid unless it is in writing and signed by the Parties.

**24. Acknowledgment of Terms and of Entirety**

24(1) It is agreed that this written instrument embodies the entire agreement of the Parties with regard to the matters dealt with in it, and that no understandings or agreements, verbal or otherwise, exist between the Parties except as expressly set out in this instrument or as set out in the Request for Proposal

or the Proposal or any written clarification(s) or addendum(s) that are included as part of this Agreement.

**25. Further Documents**

25(1) The Parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement.

**26. Validity and Interpretation**

26(1) Paragraph headings are inserted solely for convenience of reference, do not form part of this Agreement, and are not to be used as an aid in the interpretation of this Agreement.

26(2) The failure of the Parties to insist upon strict adherence to any term or condition of this Agreement on any occasion shall not be considered a waiver of any right thereafter to insist upon strict adherence to that term or condition or any other term or condition of this Agreement.

26(3) The Schedules to the Agreement form part of and are incorporated into the Agreement as fully and effectively as if they were set forth in the Agreement.

**27. Governing Law**

27(1) This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick and the federal laws of Canada applicable therein.

**28. Successors, Assigns**

28(1) This Agreement shall enure to the benefit of and be binding on the successors and assigns of the City and on the successors and permitted assigns of the Consultant.

**29. Severability**

29(1) It is intended that all provisions of this Agreement shall be fully binding and effective between the Parties, but in the event that any particular provision or provisions or part of one is found to be void, voidable or unenforceable for any reason whatsoever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.

**30. Independent Legal Advice**

30(1) The Parties acknowledge having obtained their own independent legal advice with respect to

the terms of this Agreement prior to its execution.

**31. Acknowledgment of Receipt of Copy**

31(1) Each Parties acknowledge receipt of a true copy of this Agreement.

(The remainder of this page is intentionally left blank)

DRAFT

**IN WITNESS WHEREOF** ????, has caused this Agreement to be executed in its corporate name, and on its behalf, by its President, and The City of Saint John has caused this Agreement to be executed in its corporate name in the manner prescribed by the *Local Governance Act*, SNB 2017, c 18, and amendments thereto.

**SIGNED, SEALED & DELIVERED**

In the presence of:

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Per:

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??????,

President

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I have authority to bind the Consultant

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**THE CITY OF SAINT JOHN**

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Don Darling, Mayor

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Jonathan Taylor, Common Clerk

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)

Common Council Resolution:

April 19<sup>th</sup>, 2021

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PROVINCE OF NEW BRUNSWICK

I, ????, of the City of ??? and Province of ???, MAKE OATH AND SAY:

1. That I am the President of ?????, a Consultant named in the foregoing instrument and have custody of the corporate seal of the said company and am duly authorized to make this affidavit.
2. That the corporate seal affixed to the foregoing agreement and purporting to be the corporate seal of ???, is the corporate seal of ?????, a Consultant named in the foregoing instrument and it was affixed by the officers authorized to so affix the seal.
3. That the signature of “?????”, is my signature, and as the President of ?????, I am duly authorized to execute the said instrument.
4. THAT the said document was executed as aforesaid at the City of ????? in the Province of ????? on the \_\_\_\_ day of May, 2020.

SWORN TO before me at )  
the City of ???, in the )  
Province of ??? )  
the \_\_\_\_ day of May, 2020 )  
)  
)  
)  
)  
\_\_\_\_\_)  
Commissioner of Oaths, )  
)

\_\_\_\_\_ )  
**?????**