



City of Saint John

Request for Proposal

2021-091009P

**“ENGINEERING SERVICES – CHARLOTTE STREET (ST. JAMES STREET TO LOWER COVE LOOP) AND ST. JAMES STREET (GERMAIN STREET TO CHARLOTTE STREET) – STREET RECONSTRUCTION”
SAINT JOHN, NB**

Sealed proposals, hand delivered or couriered, addressed to Monic MacVicar, CCLP, CPPB, Procurement Specialist, 1st Floor, Municipal Operations Complex, 175 Rothesay Avenue, Saint John, NB, E2J 2B4, and marked on the envelope:

**“PROPOSAL 2021-091009P
ENGINEERING SERVICES – CHARLOTTE STREET (ST. JAMES STREET TO LOWER COVE LOOP) AND ST. JAMES STREET (GERMAIN STREET TO CHARLOTTE STREET) – STREET RECONSTRUCTION”**

will be received until **4:00:00 p.m. Local Time, Thursday, January 13, 2022**, for Engineering Design and Construction Management Services for the above noted project, as per the Request for Proposal.

Proposals will be opened in the office of the Purchasing Agent, 1st Floor, Municipal Operations Complex, 175 Rothesay Avenue, immediately following the proposal submission deadline.

The lowest cost or any proposal not necessarily accepted.

Proposals will NOT be opened publicly due to the on-going pandemic

**Monic MacVicar, CCLP, CPPB
Procurement Specialist
Supply Chain Management**

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SCOPE OF WORK for Proposal 2021-091009P

Engineering Services – Charlotte Street (St. James Street to Lower Cove Loop) and St. James Street (Germain Street to Charlotte Street) – Street Reconstruction

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 is to 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 shall 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 overall project will require one (1) tender. The consultant will oversee and manage the entire project on behalf of Engineering Services. 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.

The consultant shall ensure that all staff and all sub-consultants that will be working on any City of Saint John jobsite(s) have read and will adhere to the City of Saint John COVID-19 Vaccine and Test Policy. **Within five (5) working days of notification of acceptance of a Proposal, the successful consultant shall submit a completed and executed Vaccine or Test Acknowledgement Form.**

2. PROJECT DESCRIPTION:

The consultant will carry out preliminary design, detailed design, and provide detailed cost estimates for construction, construction management and inspection services for the project listed below.

The expectation is to tender the project as quickly as possible in an effort for the City to take advantage of competitive bidding by contractors. Final Completion of all work to be achieved in the 2022 construction season.

The project is generally as follows:

2.1 Sanitary Sewer

Renew approximately 155m of 525mm diameter concrete sanitary sewer on Charlotte Street from St. James Street to Lower Cove Loop and approximately 125m of 300mm and 375mm diameter terra cotta sanitary sewer on St. James Street from Germain Street to Charlotte Street. New manholes and services to the property lines to be included as required. (Consultant to verify all pipe sizes.)

A new section of sanitary sewer is to be installed on Charlotte Street from Ross Street to Lower Cove Loop to allow for the future abandonment of the existing 900mm diameter combined sewer on Ross Street. This new sanitary sewer will connect to a new sanitary sewer scheduled for construction on Lower Cove Loop in early 2022. The design of the Charlotte Street sanitary sewer must consider the separation of the storm and sanitary sewer flows as well as the connection of the existing combined sewer on Charlotte Street at the St. James Street intersection.

Future separation projects are planned for Charlotte Street from Broad Street to Vulcan Street (to also complete the separation of Broadview Avenue) and on Broad Street from Charlotte Street to Carmarthen Street. The consultant must consider these future separation projects and what impacts they will have on the design of the Charlotte Street sanitary sewer and any future connections within the Charlotte Street/Broad Street intersection. There are also future sewer separation projects planned for Charlotte Street from St. James Street to King's Square South. The consultant must consider the future sewer separation on Charlotte Street and what impacts it will have on the design in the Charlotte Street/St. James Street intersection.

2.2 Watermain

Renew approximately 75m of 250mm diameter cast iron watermain on Charlotte Street from St. James Street to Ross Street and approximately 140m of 200mm diameter cast iron watermain on St. James Street from Germain Street to Charlotte Street. New services to the property lines to be included as required. (Consultant to verify all pipe sizes.) The design of the new watermain must also consider the requirement for temporary water services during construction as the consultant will be responsible for the preliminary design of any temporary water services. The installation of any temporary water services will be completed by the contractor as part of the contract.

It is proposed that the existing 300mm diameter PVC watermain on Charlotte Street from Ross Street to Lower Cove Loop is to remain in place. The consultant shall review the location of this existing watermain in relation to the new storm and sanitary sewers for this section of Charlotte Street and provide commentary on the feasibility of leaving this watermain in place. The consultant's review shall consider constructability issues, commentary on remaining service life of the watermain and potential damage to the watermain during construction.

2.3 Storm Sewer

Install approximately 205m of 900mm diameter storm sewer on Charlotte Street from St. James Street to Lower Cove Loop and approximately 85m of 300mm diameter storm sewer on St. James Street from Germain Street to Charlotte Street to separate storm water from the sanitary sewer. New manholes, catch basins and services to the property lines to be included as required. The design of these storm sewers must take into consideration the requirements of the City of Saint John Storm Drainage Design Criteria Manual and climate change. (Consultant to verify all pipe sizes.)

Future separation projects are planned for Charlotte Street from Broad Street to Vulcan Street (to also complete the separation of Broadview Avenue) and on Broad Street from Charlotte Street to Carmarthen Street. The consultant must consider these future separation projects and what impacts they will have on the design of the Charlotte Street storm sewer and any future connections within the Charlotte Street/Broad Street intersection. There are also future sewer separation projects planned for Charlotte Street from St. James Street to King's Square South. The consultant must consider the future sewer separation on Charlotte Street and what impacts it will have on the design in the Charlotte Street/St. James Street intersection.

2.4 Roadway Reconstruction

Full street reconstruction of Charlotte Street from St. James Street to Lower Cove Loop and on St. James Street from Germain Street to Charlotte Street. The work generally includes excavation, backfill with new granular materials, new asphalt, new concrete curb and sidewalk, new signage, miscellaneous restoration, street trees and landscaping.

Charlotte Street from Union Street to Broad Street is envisioned as a main corridor for all forms of transportation in the southern peninsula. As such, Charlotte Street has been identified as a Complete Street for reconstruction purposes as detailed in the Central Peninsula Secondary Plan and Move SJ draft versions. The consultant must look at various cross section options to satisfy this designation as active transportation improvements should be considered and included in the design. The consultant also needs to consider the transition of any proposed cross section to the existing cross section

further up Charlotte Street. To meet the Complete Street requirement, the consultant should review the current flow of traffic and provide recommendations on converting the flow of traffic to one-way. As part of the review, the consultant shall complete a Level of Service impact analysis at the intersections where Charlotte Street will be converted to one-way traffic.

The consultant must consider the surrounding areas as well as any potential future high-pedestrian usage developments that may occur in the area. The enhanced cross section design must meet the needs of all users of the transportation system. The consultant shall review pedestrian routes in the area and provide recommendations on any enhanced crossing infrastructure, including the use of tactile warning surface indicators.

St. James Street has been identified as key east/west corridor in the Central Peninsula Secondary Plan and the consultant must take this into account when proposing various cross section options.

The consultant is to also review the current street lighting levels on Charlotte Street and St. James Street and make any recommendations for modifications. A lighting warrant analysis is to be completed for each street in compliance with the City of Saint John Municipal Street Lighting Best Management Practice. A separate plan (not to be included in contract drawing set) detailing any modifications to the existing street lighting is to be prepared and submitted by the consultant as part of the Design Report. The City of Saint John will coordinate any modifications to the existing street lighting infrastructure with Saint John Energy (not to be included in the contract).

3. PROFESSIONAL SERVICES REQUIRED:

The professional services required for this project are divided into six (6) parts as follows:

Part A) Site Surveys, Preliminary Investigation and Data Collection

The topographic surveys and the drawings shall use the following horizontal and vertical datum: NAD 83 (CSRS) New Brunswick Double Stereographic Projection and the Canadian Geodetic Vertical Datum of 1928 (CGVD28).

In order for the consultant to start immediately after award and to enable a winter design by the consultant, the City will provide the initial field survey, invert information, sewer videos and reports and auger probe testing reports to the consultant. The consultant shall review the information provided and collect any additional information.

Legal surveys may be required by the consultant team 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. along the alignment.

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.

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.

NOTE: The survey point file has been included as an attachment to this document to indicate features/structures within the project limits. The consultant shall be responsible for any additional survey information required for a complete design.

The location survey shall include but not be limited to all bridges, structures, buildings, property pins, curblines, sidewalks, poles, ditches, services, utilities (incl. Saint John Energy, NB Power, BellAliant, Rogers, 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.

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.

NOTE: The City has auger probe information available on St. James Street from Germain Street to Charlotte Street and on Charlotte Street from St. James Street to Broad Street as shown on attached “Charlotte Street Existing Information” and “St. James Street Existing Information” diagrams. The reports and borehole logs will be made available to the consultant. The consultant is still responsible for carrying out any additional geotechnical investigation and testing as deemed necessary.

Compile all existing 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.

The consultant shall be responsible for confirming all key structure inverts.

No other documents or record information will be made available during the proposal stage. Once the proposal is approved, the City's record drawings and 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 will be 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 Infrastructure Development 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** (two (2) hard copies and one (1) digital copy) to the City for review and acceptance before the design work is started. Pipe reports shall be completed for all projects including street reconstruction projects. The pipe report shall consist of the following steps and deliverables:

1. The consultant shall flush and video all storm and sanitary sewers within the project boundaries, and 100m upstream and downstream as a minimum. Submit the digital copy and the written report. Review Service Cards and compare the service laterals to the information from the sewer videos.

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

NOTE: The City has sewer video and report information available on St. James Street from Germain Street to Charlotte Street and on Charlotte Street from St. James Street to Broad Street as shown on the attached "Charlotte Street Existing Information" and "St. James Street Existing Information" diagrams. These videos will be made available to the consultant and any information on these videos must be incorporated into the Pipe Report by the consultant. The consultant is still expected to complete any remaining videos as required by this Request for Proposal.

The consultant shall complete sewer service lateral launching within the reconstruction limits of this project. The consultant shall use this

information to compare the information from the Service Cards and main sewer videos as well as to identify abandoned laterals that can be removed.

2. Survey field work shall include opening all chamber and manhole lids, and taking all necessary invert elevations, survey shots, measurements and photos as required to collect all pertinent information such as pipe material and diameter.

NOTE: The City has invert information available on St. James Street from Germain Street to Charlotte Street and on Charlotte Street from St. James Street to Broad Street. This information is included as an attachment to this document and shall be incorporated into the Pipe Report by the consultant. The consultant is still expected to gather any additional invert information as required by this Request for Proposal.

3. Investigate existing infrastructure by reviewing all digital and paper records available from the City or other utilities. Contact all buried infrastructure owners to confirm what is in the ground, and request field locates as required.
4. Alert the Engineer to conflicting information and contact the appropriate personnel to clarify the ambiguities.
5. 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.
6. 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** (available for download from the City's website);
- City of Saint John's **Central Peninsula Secondary Plan**;
- Atlantic Canada Wastewater Guidelines Manual for the Collection, Treatment and Disposal;

- 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); and
- Climate Change Adaptation Plan for Saint John

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;
- 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 sites; and
- 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 shall speak to the property owners 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 consultant's 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 compare the **flow capacities, velocities and head loss** of various pipe sizes near the desired range, discuss the pros and cons of various pipe materials and how these options will impact on cost and provide a recommendation on the replacement of the section of existing PVC watermain on Charlotte Street. As Charlotte Street is a main north/south corridor for Uptown Saint John, the report must also compare the different road design cross-section options (parking, active transportation improvements, pedestrian space improvements, etc.), discussing the pros and cons of each option and how the cost will be impacted. In addition, the report must include recommendations on any traffic pattern modifications and enhanced pedestrian crossing infrastructure.

The consultant shall provide digital files and at least eight (8) hard copies of the final design report and the preliminary design (printed in double sided format). The consultant shall also provide the digital file of the model(s) used and/or prepared for this project. Hardcopies of all standard modeling reports (energy grade line profile, hydraulic grade line profile, data entry, pipe capacities drainage areas, etc.) must be accompanied with the final design report.

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 D. Work on Part C, Part E and Part F shall only proceed when written authorization from the City is provided to the consultant.

Part C) Conduct Public Consultation Process

The City wants to have well-informed citizens, businesses and other stakeholders. As such, one of the two following options shall be used for public information sessions:

In Person:

The consultant shall arrange and host two public information sessions on one day (2:00 to 4:00pm and 6:00 to 8:00 pm) 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 involved, 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 on the City's website and project information letters shall be sent by the consultant to all residents and businesses within the work zones advising them of the information sessions and the upcoming construction work.

Virtual:

In the event that in person public information sessions described above are not permitted due to COVID-19 restrictions, the consultant shall arrange for an on-line/virtual public information session. The session shall run for two (2) consecutive hours with the timing to be confirmed. The consultant shall have presentation material available to show the proposed design to attendees as well as answer questions and collect comments. The consultant shall be responsible for registering those that wish to attend and sending out invitations to the meeting. There shall also be the option of recording the public information session so that it may be posted on the City's YouTube channel. The public information session shall be advertised on the City's website and project information letters shall be sent by the consultant to all residents and businesses within the work zones advising them of the information session and how to register to attend as well as providing information on the upcoming construction work.

For budgeting purposes, the consultant shall include for the cost of the in person option in their proposal. The City shall determine which engagement session is to be provided.

Regardless of the format of the Public Information Session, 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 (Engineering 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 team shall prepare all detailed design drawings, specifications, and tender documents for the site works 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. For projects involving road reconstruction, cross sections must be included on the drawings at 15m intervals and at all driveways, doorways, stairs and windows.

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;
- Complete the 100% design drawings and tender documents reviewed and approved by the City's Technical Review Team; and

- Approvals and permits from all utilities and approval agencies.

Designs must also incorporate planning and sequencing of temporary water services, service disruptions (such as water main shutdowns), testing, disinfection and commissioning. The consultant 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 in order 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 consultant's peer review engineer(s) must send a memo to the City with the final tender drawings and specifications, stating the outcome of the review.

The construction tender documents shall not indicate that the contractor must supply any design or engineering services, (excluding shoring and dewatering design) except if 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 of the design approvals and permits necessary from all approval agencies, such as the NBDELG, NBNRED and NBDTI, etc. The Consultant must ensure that construction does not begin on the project until all approvals and permits have been received.

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.

Tender Period Services

Upon approval of the consultant's work, City staff will make copies and tender the project, however the consultant is to 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.

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 E of the consultant's proposal.

The Consultant's 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.

NOTE: The City of Saint John requires Certification by the Canadian Council of Independent Laboratories (CCIL) for asphalt testing laboratories. Asphalt laboratories are to have Type "A" Certification – Asphalt Mix Design for Superpave Methods. A copy of the CCIL certification is to be included in the proposal submission.

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:
 - The minimum frequency shall be **one set of tests for every 10** done by the contractor.
 - On smaller projects involving only a few loads of concrete, one complete set of tests shall be made.
 - a. Test Samples:
 - i. The test samples shall consist of three (3) concrete cylinders. Compressive strength testing obtained at 7 and 28 days.
 - b. Reporting of field and laboratory testing:
 - i. Field test results obtained shall be recorded on the Form – Concrete Testing Summary and shall be submitted to the City.
 - ii. Compressive strength results shall be submitted to the City on the consultant’s standard reporting form.

NOTE: The City of Saint John requires Certification by the Canadian Council of Independent Laboratories (CCIL) for concrete testing laboratories in accordance with CSA Standard A283 Qualification Code for Concrete Testing Laboratories. A copy of the CCIL certification is to be included in the proposal submission.

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.

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.

Record Drawings

The consultant shall submit a set of Record Drawings on paper and 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. The consultant shall not place any disclaimer notes on the Record Drawings.

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 Engineer for the purpose of development processing and GIS digital land use map updates.

DIGITAL FORMAT

1. 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.
2. 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 and AutoCAD (.shx) resource files. The Consultant also shall provide the **drawings in PDF format**. This shall be a direct conversion, not a scan.
3. The City of Saint John will provide drawing file names for the legend portion of the drawing.
4. 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 GIS. 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 GIS.

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,Eastng,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. Numeric Field 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 shall be identified as NOTE 1 on all engineering drawings prepared for the City of Saint John. The horizontal and vertical datum shall be NAD 83 (CSRS) New Brunswick Double Stereographic Projection and the Canadian Geodetic Vertical Datum of 1928 (CGVD28).
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 printed 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 include:
 - Job Title
 - Company/ Firm
 - Contact Person
 - Address
 - Email Address
 - Phone
 - List of attachments and digital files
 - Record Drawings (one (1) set) on High Quality Bond Paper

MEDIA

1. All electronic files shall be in a format acceptable to the City.
2. All submitted digital files shall include a transmittal with the project title, contract number, contractor, consultant name, date of submittal, and list of contents.
3. Plans are to be produced on an ISO **A1** paper size no larger than 600x900mm.

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 layout 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 that discharge 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 (by Monday at 4:00pm) for the preceding week's work. 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 City 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 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) all required sewers and drains. 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.

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 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 or upset fees (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 price submitted for Part F shall be in the format of a budget estimate based on the following estimated construction timelines for each street:

- Charlotte Street (St. James Street to Lower Cove Loop) = 13 weeks
- St. James Street (Germain Street to Charlotte Street) = 7 weeks

In Part F, the consultant's budget should 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, for each street, must also include an engineering contingency for unforeseen work as follows:

- Charlotte Street (St. James Street to Lower Cove Loop) = \$11,000 + HST
- St. James Street (Germain Street to Charlotte Street) = \$ 6,000 + HST

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 City. When proposing a schedule, the consultant must also indicate that their workload is such that they will have time to complete the project as promised. If the consultant is very busy, they should either decline the work or propose a longer schedule at the time of the RFP submission.

The proposal shall include the following sections:

A. TECHNICAL PROPOSAL:

- Table of Contents
- Work Plan and Schedule
- Project Team
- Experience with similar projects

B. FINANCIAL PROPOSAL:

- Maximum or Upset Fee(s) for each of parts A, B, C, D and E (for each street).
- Budget Estimate for Part F (for each street).
- All costs are to be subtotaled (including contingency allowance) with the 15% HST component identified separately and added to arrive at a total cost.
- Billing Rate Summary (hourly billing rates for all key personnel).
- The consultant must submit the cost breakdown in the following matrix format.

Sample format for financial proposal breakdown.

Street	Part A	Part B	Part C	Part D	Part E	Part F	Engineering Contingency	Sub-total	HST (15%)	Grand Total (including HST)
Charlotte Street							\$11,000.00			
St. James Street							\$ 6,000.00			

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

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 of 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 / 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)
- *METHODOLOGY* – 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 (2) million dollars, and two (2) million dollars **per claim**. The policy shall include a clause stating that thirty (30) days 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 (2) million dollars per occurrence.

The policy shall include:

- Operations of the consultant 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 (30) days written notice of cancellation of this policy will be given to the City of Saint John, by the insurers; and
- Standard automobile insurance for owned automobiles with at least the minimum limits allowed by law.

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.

In order 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:

Addenda

Periodically, the City of Saint John is required to issue notification of changes or corrections to a bid document by way of addenda. Normally these notifications will

have direct bearing on the cost of a project and will influence bidding. Therefore, it is important that the City have assurances that bidders have in-fact received the notification(s).

Bidders are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City’s website (www.saintjohn.ca) under the menu option “Tender and Proposals”.

Bidders are required to sign and include all addenda with their bid submission.

Failure to include a copy of all signed addenda with the bid submission may result in rejection of the bid regardless of whether or not the changes noted in the addendum are included in the bid submission.

Advisory Notice(s)

Periodically, the City of Saint John is required to issue clarification notices to a bid document in the form of Advisory Notices. Normally these notifications will not have a direct bearing on the cost of a project and will not influence bidding.

Bidders are responsible for obtaining all advisory notice(s) issued by the City. Advisory Notice(s) may be obtained from the City’s website (www.saintjohn.ca) under the menu option “Tenders and Proposals”.

Bidders are instructed to sign the Advisory Notice and return it either by fax to (506) 658-4742 or email to supplychainmanagment@saintjohn.ca prior to the closing date.

Failure to comply with the instructions on an advisory may result in rejection of the bid.

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.

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 Bids

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 ninety (90) days 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 other like 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 Bid Solicitation 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, the Office of the Purchasing Agent 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:

- a) 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;
- b) In the case of Requests for Proposals valued **in excess** of Fifty Thousand Dollars **(\$50,000.00)**, the Purchasing Agent 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, the Purchasing Agent 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.
- c) 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.
- d) 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. ENQUIRIES:

All enquiries regarding this request for proposals shall be submitted in writing via email, by **4:00:00 p.m. Local Time on Wednesday, January 5, 2022**, only to the attention of:

Monic MacVicar, CCLP, CPPB
Procurement Specialist
Supply Chain Management
Email: supplychainmanagement@saintjohn.ca

Responses to enquiries 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. Enquiries after the above deadline will not receive a response.

13. ATTACHMENTS:

- Charlotte Street Existing Information diagram
- St. James Street Existing Information diagram
- Charlotte Street and St. James Street Survey Point File
- Existing Structure Invert Information
- Charlotte Street Sewer Video Reports
- St. James Street Sewer Video Reports
- Draft Consulting Engineering Agreement
- City Vaccine or Test SOP
- Vaccine or Test Acknowledgement Form

14. OTHER RELEVANT DOCUMENTS:

- City of Saint John Construction Inspection Guidelines, latest revision
- City of Saint John General Specifications, latest revision
- Central Peninsula Secondary Plan, latest revision
- Standard Format for City of Saint John Red Book Notes, latest revision
- Move SJ draft plans

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 **4:00:00pm, Local Time, Thursday, January 13, 2022**, clearly indicating the consultant's name and address and marked "**Proposal: 2021-091009P, Engineering Services – Charlotte Street (St. James Street to Lower Cove Loop) and St. James Street (Germain Street to Charlotte Street) – Street Reconstruction**", to the attention of:

Monic MacVicar, CCLP, CPPB
Procurement Specialist, Supply Chain Management
City of Saint John
175 Rothesay Avenue, 1st Floor
Saint John, NB E2J 2B4

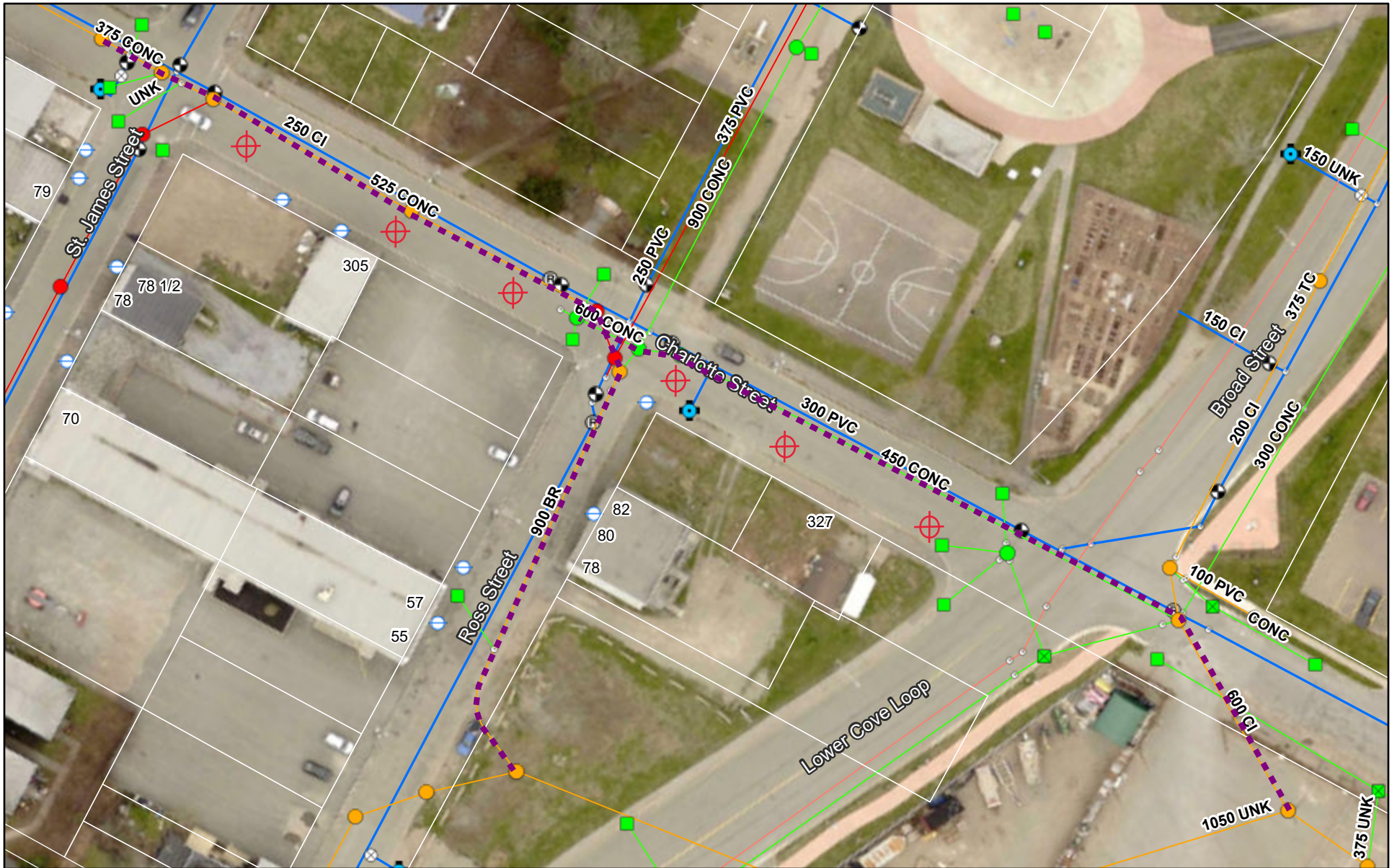
Please note that:

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 proposal, 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: 2021-091009P, Charlotte Street (St. James Street to Lower Cove Loop) and St. James Street (Germain Street to Charlotte Street) – Street Reconstruction**", 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 Purchasing Agent. 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.

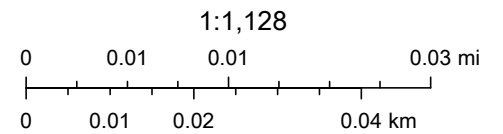
Proposals will **NOT** be opened publicly due to the on-going pandemic.

Charlotte Street Existing Information

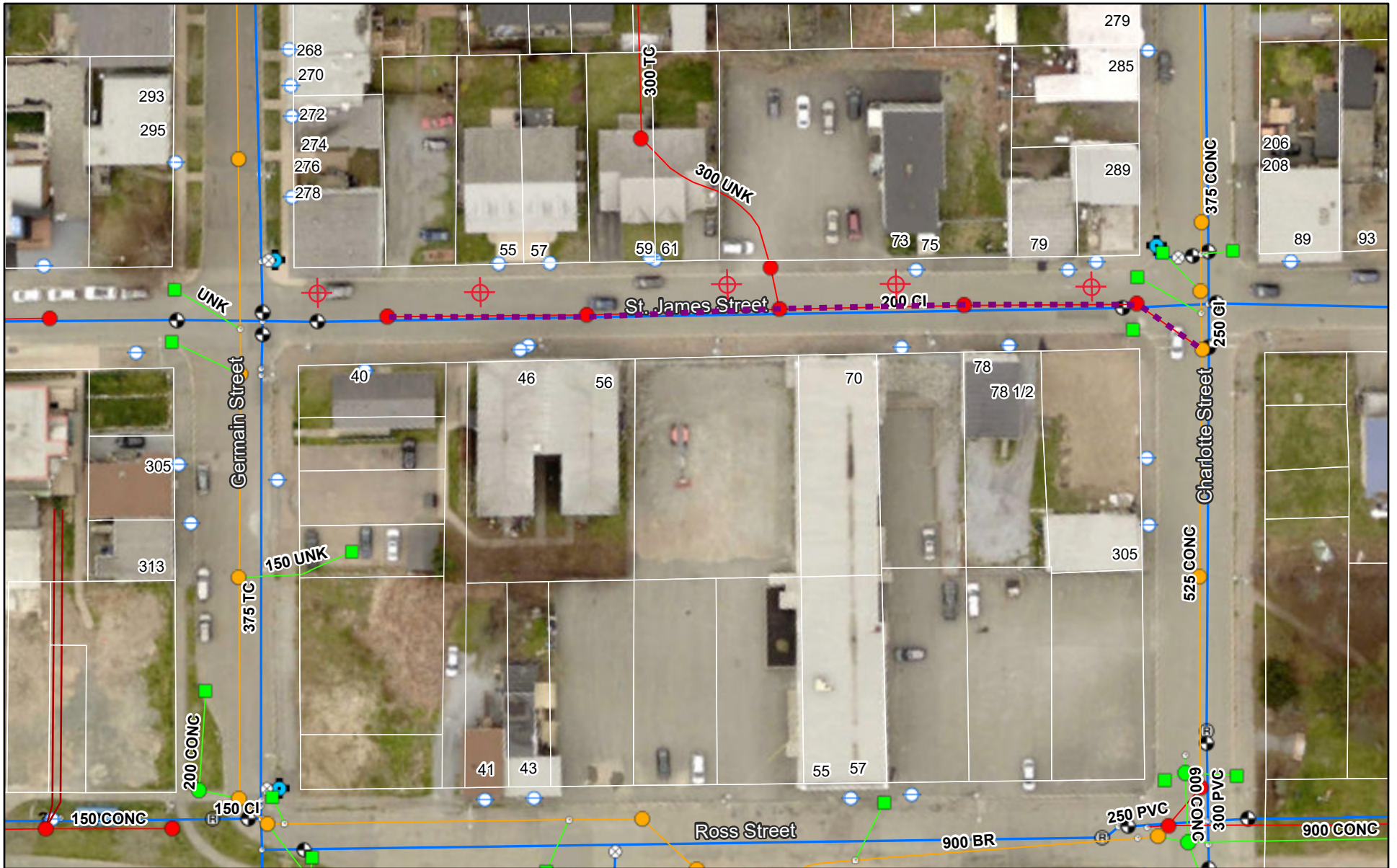


2021-11-15

- - - Sewer Videos and Reports Available
- ⊕ Auger Probes (Approximate Location)

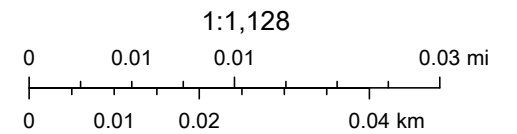


St. James Street Existing Information



2021-11-15

- - - Sewer Videos and Reports Available
- ⊕ Auger Probes (Approximate Location)



5720	7363083.527	2534851.269	6.931	24
5719	7363074.347	2534831.242	6.248	3
5718	7363048.309	2534794.252	6.216	76
5717	7363049.449	2534793.528	6.292	76
5716	7363051.512	2534792.122	6.252	76
5715	7363059.927	2534789.181	6.499	76
5714	7363062.601	2534788.107	6.638	76
5713	7363052.327	2534793.801	6.320	76
5712	7363055.874	2534792.976	6.382	76
5711	7363058.529	2534793.180	6.429	76
5710	7363059.745	2534793.904	6.472	76
5709	7363060.457	2534791.400	6.467	76
5708	7363061.495	2534789.586	6.541	76
5707	7363062.661	2534788.339	6.637	76
5706	7363063.679	2534787.745	6.665	76
5705	7363066.398	2534787.021	6.714	76
5704	7363073.317	2534785.533	6.857	76
5703	7363081.818	2534783.456	7.147	76
5702	7363090.848	2534781.194	7.523	76
5701	7363099.338	2534779.087	7.964	76
5700	7363108.949	2534776.577	8.411	76
5699	7363119.041	2534774.045	9.062	76
5698	7363128.488	2534771.460	9.708	76
5697	7363135.494	2534770.147	10.190	76
5696	7363142.364	2534768.468	10.600	76
5695	7363144.434	2534767.949	10.722	76
5694	7363144.861	2534768.278	10.738	76
5693	7363144.127	2534768.965	10.665	76
5692	7363140.583	2534772.082	10.347	76
5691	7363138.282	2534774.517	10.306	76
5690	7363138.046	2534775.280	10.318	76
5394	7363063.605	2534777.986	6.584	24
5393	7363064.050	2534773.332	6.588	16
5392	7363069.501	2534774.188	6.764	31
5391	7363069.003	2534774.332	6.745	31
5390	7363068.829	2534774.185	6.766	9
5389	7363068.788	2534774.160	6.655	9
5388	7363069.028	2534774.723	6.739	9
5387	7363069.008	2534774.764	6.680	9
5386	7363069.353	2534775.292	6.764	9
5385	7363069.318	2534775.312	6.691	9
5384	7363069.378	2534775.334	6.756	8
5383	7363069.337	2534775.381	6.689	8
5382	7363070.507	2534776.376	6.757	8
5381	7363070.522	2534776.344	6.811	8
5380	7363071.904	2534776.954	6.811	3
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5224	7363026.649	2534787.682	5.634	12
5223	7363017.945	2534789.868	5.326	12
5222	7363017.482	2534789.952	5.310	8
5221	7363017.435	2534789.909	5.400	8
5220	7363017.193	2534786.458	5.420	38
5219	7363015.255	2534786.916	5.425	38
5218	7363011.167	2534787.934	5.243	38
5217	7363009.897	2534787.860	5.218	38
5216	7363008.466	2534786.562	5.215	38
5215	7363008.101	2534784.542	5.204	38
5214	7363012.050	2534791.169	5.112	3
5213	7363015.251	2534790.453	5.292	8
5212	7363015.332	2534790.487	5.223	8
5211	7363012.043	2534790.880	5.113	8
5210	7363012.098	2534790.837	5.233	8
5209	7363010.317	2534790.802	5.129	8
5208	7363010.326	2534790.835	5.082	8
5207	7363009.318	2534790.400	5.128	8
5206	7363009.293	2534790.415	5.080	8
5205	7363008.479	2534789.780	5.053	8
5204	7363007.188	2534788.181	5.048	8
5203	7363006.994	2534787.806	5.146	8
5202	7363006.769	2534787.327	5.078	8
5201	7363006.820	2534787.248	5.132	8
5200	7363006.459	2534784.952	5.163	8
5199	7363006.425	2534784.942	5.093	8
5198	7363006.020	2534785.011	5.093	3
5197	7363004.274	2534796.697	4.995	24
5196	7363004.969	2534800.494	4.953	16
5195	7363011.822	2534802.855	4.986	8
5194	7363011.765	2534802.806	4.898	8
5193	7363010.129	2534803.999	4.962	31
5192	7363010.666	2534803.932	4.970	31
5191	7363011.744	2534804.152	4.982	1
5190	7363010.780	2534803.268	4.867	1
5189	7363010.710	2534802.832	4.856	3
5188	7363008.610	2534803.924	4.953	8
5187	7363008.579	2534803.910	4.862	8
5186	7363006.567	2534805.130	4.954	8
5185	7363006.484	2534805.103	4.893	8
5184	7363005.646	2534805.843	4.902	8
5183	7363004.747	2534806.934	4.926	8
5182	7363004.380	2534807.416	4.930	8
5181	7363004.418	2534807.435	5.034	8
5180	7363003.916	2534808.441	5.081	8
5179	7363003.847	2534808.430	4.970	8
5178	7363008.644	2534806.895	5.018	38
5177	7363007.400	2534807.299	5.037	38
5176	7363006.039	2534808.265	5.022	38

5175	7363006.043	2534810.147	5.054	38
5174	7363003.404	2534810.337	5.143	8
5173	7363003.333	2534810.344	5.022	8
5172	7363003.223	2534814.369	5.077	8
5171	7363003.250	2534814.393	5.200	8
5170	7363005.721	2534814.373	5.239	38
5169	7363007.330	2534814.109	5.519	13
5168	7363009.017	2534811.830	5.622	13
5167	7363010.943	2534809.158	5.321	13
5166	7363009.310	2534806.816	5.050	66
5165	7363011.192	2534808.695	5.218	66
5164	7363013.411	2534811.429	5.741	66
5163	7363014.866	2534810.812	5.724	66
5162	7363012.637	2534806.658	5.122	66
5161	7363013.126	2534806.386	5.206	13
5160	7363021.323	2534804.176	5.357	13
5159	7363021.120	2534803.519	5.379	38
5158	7363020.273	2534800.798	5.380	8
5157	7363020.260	2534800.709	5.276	8
5156	7363028.189	2534802.584	5.693	13
5155	7363028.429	2534802.482	5.675	66
5154	7363030.656	2534811.973	6.325	66
5153	7363032.090	2534811.694	6.336	66
5152	7363030.283	2534801.859	5.677	66
5151	7363030.737	2534801.724	5.717	13
5150	7363030.821	2534801.145	5.696	38
5149	7363029.989	2534798.342	5.760	8
5148	7363029.940	2534798.277	5.642	8
5147	7363034.431	2534797.176	5.805	8
5146	7363034.447	2534797.194	5.916	8
5145	7363035.188	2534800.045	5.903	38
5144	7363035.362	2534800.572	5.906	13
5143	7363042.647	2534798.790	6.136	13
5142	7363042.576	2534798.260	6.127	38
5141	7363042.006	2534795.342	6.117	8
5140	7363041.993	2534795.294	6.007	8
5139	7363043.122	2534795.726	6.062	21
5138	7363047.678	2534794.506	6.221	31
5137	7363048.146	2534794.358	6.219	31
5136	7363051.334	2534792.991	6.232	8
5135	7363051.361	2534793.048	6.334	8
5134	7363052.119	2534795.827	6.308	38
5133	7363052.289	2534796.281	6.341	13
5132	7363058.112	2534794.765	6.510	13
5131	7363059.409	2534794.631	6.534	17
5130	7363059.432	2534794.034	6.468	38
5129	7363059.113	2534791.122	6.486	8
5128	7363059.131	2534791.059	6.428	8
5127	7363059.774	2534790.945	6.432	12
5126	7363063.193	2534790.062	6.569	12

5125	7363063.907	2534789.882	6.667	8
5124	7363063.920	2534789.910	6.691	8
5123	7363062.702	2534793.682	6.541	38
5122	7363060.780	2534794.280	6.777	32
5121	7363060.651	2534794.134	6.570	13
5120	7363061.164	2534793.967	6.464	35
5119	7363062.105	2534798.470	6.527	35
5118	7363062.860	2534801.254	6.504	35
5117	7363062.637	2534801.249	6.510	13
5116	7363064.170	2534793.243	6.563	35
5115	7363065.133	2534797.018	6.517	35
5114	7363065.762	2534799.336	6.513	35
5113	7363064.638	2534793.075	6.697	13
5112	7363069.262	2534790.081	6.835	16
5111	7363069.630	2534788.475	6.772	8
5110	7363069.608	2534788.499	6.854	8
5109	7363070.449	2534791.492	6.897	38
5108	7363070.498	2534791.793	6.952	13
5107	7363074.153	2534791.603	7.049	17
5106	7363074.002	2534790.637	6.967	38
5105	7363072.893	2534788.244	6.930	31
5104	7363073.498	2534788.130	6.945	31
5103	7363052.308	2534780.894	6.467	14
5102	7363054.128	2534787.044	6.402	16
5101	7363058.730	2534785.871	6.536	24
5100	7363060.904	2534786.388	6.581	16
5099	7363063.217	2534787.886	6.664	26
5098	7363063.837	2534782.473	6.638	24
5097	7363065.447	2534779.025	6.658	24
5096	7363063.581	2534778.012	6.588	24
5095	7363064.058	2534773.317	6.600	16
5094	7363071.901	2534776.946	6.788	3
5093	7363073.569	2534779.617	6.895	24
5092	7363072.056	2534782.304	6.876	24
5091	7363078.490	2534781.689	7.064	16
5090	7363074.983	2534787.337	6.947	8
5089	7363074.974	2534787.117	6.838	8
5088	7363074.922	2534786.781	6.809	3
5087	7363077.589	2534786.468	6.894	8
5086	7363077.638	2534786.530	7.001	8
5085	7363078.755	2534789.605	7.033	38
5084	7363079.082	2534789.674	7.013	66
5083	7363079.999	2534794.253	6.886	66
5082	7363082.619	2534794.098	6.861	66
5081	7363082.229	2534790.784	6.950	66
5080	7363082.139	2534788.772	7.166	38
5079	7363084.893	2534788.810	7.382	17
5078	7363085.013	2534787.797	7.240	38
5077	7363084.637	2534784.809	7.299	8
5076	7363084.611	2534784.737	7.162	8

5075	7363092.008	2534782.900	7.499	8
5074	7363092.079	2534782.942	7.637	8
5073	7363092.841	2534785.751	7.548	38
5072	7363103.724	2534783.241	8.132	13
5071	7363101.338	2534785.643	7.974	66
5070	7363099.957	2534785.310	7.879	66
5069	7363100.208	2534784.100	7.868	38
5068	7363102.076	2534783.594	8.020	38
5067	7363102.529	2534780.720	7.995	24
5066	7363103.026	2534780.615	8.079	24
5065	7363103.531	2534780.136	8.154	8
5064	7363103.442	2534780.044	8.055	8
5063	7363101.642	2534775.018	8.060	24
5062	7363108.192	2534778.864	8.327	8
5061	7363108.216	2534778.919	8.418	8
5060	7363109.340	2534781.636	8.393	38
5059	7363109.485	2534782.313	8.401	13
5058	7363118.889	2534780.027	9.036	13
5057	7363118.806	2534779.446	9.027	38
5056	7363118.206	2534776.440	9.023	8
5055	7363118.150	2534776.379	8.924	8
5054	7363131.918	2534773.033	9.959	8
5053	7363131.858	2534772.985	9.845	8
5052	7363130.407	2534773.810	9.804	31
5051	7363129.918	2534773.931	9.789	31
5050	7363125.589	2534774.547	9.440	8
5049	7363125.565	2534774.630	9.532	8
5048	7363126.369	2534777.596	9.524	38
5047	7363126.565	2534778.291	9.501	13
5046	7363135.011	2534776.523	10.210	13
5045	7363133.115	2534776.062	9.979	38
5044	7363135.384	2534775.912	10.265	38
5043	7363152.705	2534830.392	9.152	8
5042	7363152.779	2534830.380	9.038	8
5041	7363151.103	2534824.022	9.304	8
5040	7363151.173	2534824.047	9.176	8
5039	7363151.048	2534823.473	9.185	12
5038	7363150.215	2534820.190	9.262	12
5037	7363150.064	2534819.779	9.268	8
5036	7363150.038	2534819.760	9.379	8
5035	7363149.614	2534817.854	9.427	8
5034	7363149.678	2534817.885	9.321	8
5033	7363147.872	2534811.317	9.577	8
5032	7363147.929	2534811.312	9.462	8
5031	7363147.820	2534810.850	9.474	12
5030	7363145.302	2534801.007	9.682	12
5029	7363145.044	2534800.071	9.678	8
5028	7363144.960	2534800.065	9.780	8
5027	7363144.654	2534798.762	9.811	8
5026	7363144.705	2534798.696	9.691	8

5025	7363144.508	2534797.972	9.687	12
5024	7363142.169	2534788.809	9.928	12
5023	7363141.324	2534785.812	10.103	8
5022	7363141.377	2534785.813	10.001	8
5021	7363135.233	2534772.732	10.147	8
5020	7363135.274	2534772.673	10.074	8
5019	7363137.255	2534773.346	10.313	8
5018	7363137.297	2534773.327	10.217	8
5017	7363138.405	2534774.677	10.294	8
5016	7363138.454	2534774.643	10.204	8
5015	7363138.768	2534775.959	10.333	8
5014	7363138.826	2534775.955	10.203	8
5013	7363137.789	2534775.684	10.468	31
5012	7363138.249	2534775.535	10.179	31
5011	7363133.887	2534767.297	10.173	24
5010	7363134.497	2534768.192	10.173	16
5009	7363141.077	2534767.929	10.580	16
5008	7363142.193	2534765.201	10.780	24
5007	7363145.322	2534767.628	10.718	26
5006	7363149.095	2534768.303	10.892	3
5005	7363148.103	2534764.817	11.074	16
5004	7363146.806	2534762.818	11.067	16
5003	7363146.207	2534760.761	10.999	16
5002	7363151.986	2534762.840	11.409	24
5001	7363146.363	2534758.416	10.925	3
5000	7363147.149	2534757.218	10.983	14
641	7363176.422	2534923.030	8.027	12
640	7363173.142	2534923.687	8.257	2
639	7363173.537	2534922.871	8.237	38
638	7363173.489	2534922.871	8.391	41
637	7363173.253	2534922.939	8.406	41
636	7363172.922	2534921.582	8.407	41
635	7363173.125	2534921.500	8.402	41
634	7363173.153	2534921.483	8.258	38
633	7363173.489	2534914.430	8.052	31
632	7363173.885	2534914.338	7.981	31
631	7363174.206	2534912.512	7.817	3
630	7363170.265	2534912.090	8.150	2
629	7363171.258	2534912.753	8.072	44
628	7363173.164	2534911.218	7.849	8
627	7363171.740	2534909.644	7.847	8
626	7363170.043	2534909.051	7.864	8
625	7363169.172	2534903.480	8.019	34
624	7363171.449	2534905.458	7.976	24
623	7363167.410	2534898.060	8.057	8
622	7363167.423	2534898.135	7.931	8
621	7363168.094	2534897.705	7.922	8
620	7363169.035	2534896.449	7.885	8
619	7363169.189	2534894.642	7.890	8
618	7363168.986	2534893.856	8.019	8

617	7363169.091	2534893.835	7.858	8
616	7363169.378	2534893.661	7.872	3
615	7363168.199	2534890.473	7.978	8
614	7363168.132	2534890.524	8.081	8
613	7363167.937	2534890.706	8.076	31
612	7363167.516	2534890.798	8.113	31
611	7363164.173	2534888.385	8.149	38
610	7363166.827	2534887.705	8.178	21
609	7363166.692	2534887.028	8.190	21
608	7363166.154	2534883.024	8.213	8
607	7363166.270	2534882.981	8.101	8
606	7363166.127	2534882.472	8.109	12
605	7363163.077	2534884.051	8.143	38
604	7363162.565	2534883.282	7.971	12
603	7363162.019	2534880.674	8.101	2
602	7363165.416	2534879.724	8.149	12
601	7363165.164	2534879.120	8.264	8
600	7363165.253	2534879.108	8.157	8
599	7363164.274	2534875.622	8.307	8
598	7363164.360	2534875.605	8.194	8
597	7363159.913	2534872.859	8.351	41
596	7363159.758	2534872.114	8.344	41
595	7363159.598	2534871.364	8.290	2
594	7363160.796	2534871.789	8.273	44
593	7363162.015	2534866.260	8.324	12
592	7363161.811	2534865.595	8.338	8
591	7363161.750	2534865.650	8.454	8
590	7363158.787	2534866.842	8.359	13
589	7363158.176	2534863.665	8.507	21
588	7363160.530	2534863.173	8.505	31
587	7363160.896	2534863.055	8.494	31
586	7363161.037	2534862.927	8.505	8
585	7363161.108	2534862.893	8.394	8
584	7363159.981	2534858.456	8.445	8
583	7363159.889	2534858.453	8.577	8
582	7363156.977	2534860.372	8.532	13
581	7363156.307	2534860.154	8.543	38
580	7363156.275	2534860.149	8.796	41
579	7363156.087	2534860.191	8.791	41
578	7363155.668	2534858.583	8.774	41
577	7363155.832	2534858.500	8.775	41
576	7363155.861	2534858.440	8.513	38
575	7363156.335	2534857.979	8.473	13
574	7363155.564	2534854.698	8.649	13
573	7363158.860	2534854.311	8.595	8
572	7363158.957	2534854.326	8.452	8
571	7363159.227	2534853.899	8.470	3
570	7363160.580	2534852.782	8.577	16
569	7363162.673	2534852.130	8.605	34
568	7363164.481	2534857.199	8.475	24

567	7363164.122	2534858.915	8.459	24
566	7363165.936	2534864.507	8.403	34
565	7363168.340	2534873.955	8.293	34
564	7363170.972	2534883.651	8.149	34
563	7363173.310	2534892.916	8.047	34
562	7363172.438	2534895.535	8.023	24
561	7363175.077	2534896.254	8.059	24
560	7363175.469	2534901.729	8.095	34
559	7363177.072	2534903.589	8.091	24
558	7363176.481	2534907.937	8.010	24
557	7363177.112	2534907.728	8.018	34
556	7363178.535	2534913.621	7.961	34
555	7363181.044	2534922.179	8.024	34
554	7363186.903	2534917.514	8.285	38
553	7363184.131	2534918.444	7.991	8
552	7363184.191	2534918.436	8.117	8
551	7363185.310	2534922.795	8.176	8
550	7363185.254	2534922.823	8.045	38
549	7363185.415	2534923.511	8.051	12
548	7363188.223	2534922.568	8.258	38
547	7363191.691	2534921.631	8.312	12
546	7363190.515	2534918.218	8.255	17
545	7363188.826	2534912.242	8.257	17
544	7363183.213	2534911.123	8.101	14
543	7363181.117	2534911.570	7.924	16
542	7363181.971	2534909.975	8.038	8
541	7363181.872	2534909.984	7.865	8
540	7363181.409	2534909.417	7.877	3
539	7363181.726	2534908.779	7.870	8
538	7363182.425	2534906.772	7.947	8
537	7363184.333	2534905.442	8.060	8
536	7363185.044	2534908.836	8.206	38
535	7363188.895	2534907.644	8.405	38
534	7363187.757	2534904.610	8.222	8
533	7363185.381	2534899.464	8.385	34
532	7363181.719	2534892.968	8.323	1
531	7363182.970	2534895.191	8.225	3
530	7363182.109	2534894.890	8.298	8
529	7363182.108	2534894.999	8.161	8
528	7363181.385	2534895.087	8.106	8
527	7363179.129	2534894.477	7.964	8
526	7363177.558	2534893.266	7.888	3
525	7363177.645	2534892.579	7.890	8
524	7363177.357	2534891.703	7.932	8
523	7363177.433	2534891.658	8.034	8
522	7363178.447	2534890.605	8.105	44
521	7363180.660	2534891.110	8.487	41
520	7363180.555	2534891.303	8.476	41
519	7363180.532	2534891.327	8.313	38
518	7363179.746	2534890.015	8.229	38

517	7363179.801	2534889.995	8.463	41
516	7363179.930	2534889.981	8.459	41
515	7363179.936	2534889.934	8.243	2
514	7363177.531	2534881.837	8.325	41
513	7363177.602	2534881.807	8.604	41
512	7363177.937	2534881.744	8.607	41
511	7363177.505	2534879.900	8.630	41
510	7363177.201	2534879.943	8.627	41
509	7363177.118	2534879.919	8.361	38
508	7363177.396	2534879.512	7.983	2
507	7363174.436	2534880.074	8.206	8
506	7363174.363	2534880.129	8.059	8
505	7363172.908	2534874.133	8.321	8
504	7363172.843	2534874.141	8.189	8
503	7363174.185	2534867.368	8.557	2
502	7363173.739	2534866.011	8.595	38
501	7363173.709	2534865.577	8.772	11
500	7363172.193	2534866.071	8.488	1
499	7363171.280	2534867.617	8.426	8
498	7363171.203	2534867.646	8.281	8
497	7363170.962	2534866.739	8.300	12
496	7363170.098	2534863.634	8.346	12
495	7363169.820	2534862.520	8.370	8
494	7363169.928	2534862.512	8.516	8
493	7363171.576	2534863.452	8.503	1
492	7363173.003	2534863.045	8.765	11
491	7363172.901	2534862.662	8.645	38
490	7363171.684	2534861.422	8.592	44
489	7363171.714	2534858.032	8.707	2
488	7363174.740	2534854.460	9.134	31
487	7363173.150	2534854.573	8.994	12
486	7363171.125	2534855.895	8.790	13
485	7363168.432	2534856.716	8.621	8
484	7363168.344	2534856.747	8.459	8
483	7363168.125	2534855.883	8.463	12
482	7363167.018	2534851.713	8.524	12
481	7363166.504	2534851.134	8.539	3
480	7363166.798	2534850.872	8.522	8
479	7363166.890	2534850.850	8.692	8
478	7363171.238	2534850.829	8.936	12
477	7363169.881	2534850.658	8.866	2
476	7363165.501	2534845.294	8.791	8
475	7363165.441	2534845.294	8.673	8
474	7363165.245	2534844.568	8.667	12
473	7363164.415	2534841.395	8.713	12
472	7363164.253	2534840.734	8.730	8
471	7363164.320	2534840.703	8.876	8
470	7363168.368	2534843.835	8.991	2
469	7363170.483	2534842.617	9.343	12
468	7363169.910	2534840.371	9.317	12

467	7363167.070	2534839.974	8.993	2
466	7363165.521	2534834.590	9.120	41
465	7363165.590	2534834.585	9.301	41
464	7363165.330	2534833.503	9.303	41
463	7363165.215	2534833.502	9.126	38
462	7363165.319	2534832.706	9.108	2
461	7363165.830	2534831.049	9.439	12
460	7363164.585	2534831.495	9.171	12
459	7363162.413	2534833.281	9.028	8
458	7363162.336	2534833.258	8.881	8
457	7363162.139	2534832.507	8.906	12
456	7363161.118	2534828.611	9.016	8
455	7363161.205	2534828.603	9.145	8
454	7363161.296	2534829.304	8.992	12
453	7363163.702	2534828.850	9.223	12
452	7363166.642	2534828.361	9.620	12
451	7363163.305	2534827.838	9.250	38
450	7363163.092	2534826.940	9.274	38
449	7363163.344	2534826.606	9.318	33
448	7363163.498	2534826.766	9.526	41
447	7363163.753	2534827.583	9.502	41
446	7363165.250	2534827.013	9.522	41
445	7363165.215	2534826.269	9.527	41
444	7363165.714	2534826.061	9.789	41
443	7363165.901	2534826.936	9.803	41
442	7363165.428	2534827.036	9.795	41
441	7363165.283	2534826.172	9.787	41
440	7363166.649	2534825.678	9.722	17
439	7363166.705	2534825.626	9.987	33
438	7363163.444	2534826.426	9.953	33
437	7363163.652	2534817.757	9.886	17
436	7363162.491	2534818.668	9.681	17
435	7363162.585	2534818.761	9.927	17
434	7363161.582	2534819.055	9.977	33
433	7363161.472	2534818.935	9.481	33
432	7363158.965	2534819.616	9.329	8
431	7363158.833	2534819.636	9.213	8
430	7363157.594	2534814.522	9.431	8
429	7363157.514	2534814.502	9.324	8
428	7363157.308	2534813.636	9.332	12
427	7363158.447	2534814.256	9.470	44
426	7363159.974	2534812.836	9.630	38
425	7363162.881	2534812.770	10.039	17
424	7363160.715	2534806.709	9.954	17
423	7363159.043	2534802.419	9.945	17
422	7363155.881	2534808.150	9.451	12
421	7363155.693	2534807.365	9.473	8
420	7363155.761	2534807.312	9.602	8
419	7363158.172	2534806.966	9.696	38
418	7363158.091	2534804.360	9.746	44

417	7363156.644	2534801.114	9.881	38	
416	7363157.342	2534800.856	10.212	66	
415	7363156.974	2534799.797	10.163	66	
414	7363156.406	2534799.890	9.896	38	
413	7363156.803	2534799.698	9.934	13	
412	7363155.284	2534799.215	9.846	44	
411	7363152.663	2534795.559	9.775	8	
410	7363152.732	2534795.494	9.887	8	
409	7363155.719	2534795.059	10.068	13	
408	7363155.485	2534793.543	10.092	13	
407	7363155.261	2534792.721	10.109	2	
406	7363155.067	2534792.588	10.125	28	Gas Meter
405	7363154.734	2534793.034	10.081	27	Bollard
404	7363154.599	2534792.320	10.107	27	Bollard
403	7363152.249	2534793.515	9.939	8	
402	7363152.182	2534793.538	9.826	8	
401	7363150.087	2534785.561	9.987	8	
400	7363150.187	2534785.510	10.142	8	
399	7363153.047	2534785.344	10.260	38	
398	7363153.179	2534785.295	10.505	41	
397	7363153.409	2534785.225	10.496	41	
396	7363153.043	2534783.657	10.503	41	
395	7363152.686	2534783.789	10.500	41	
394	7363152.606	2534783.785	10.303	38	
393	7363152.402	2534782.749	10.353	38	
392	7363152.456	2534782.706	10.529	41	
391	7363152.744	2534782.614	10.501	41	
390	7363152.437	2534781.442	10.506	41	
389	7363152.193	2534781.487	10.528	41	
388	7363152.102	2534781.494	10.372	38	
387	7363149.968	2534776.815	10.404	44	
386	7363150.712	2534774.846	10.543	38	
385	7363147.041	2534773.637	10.489	8	
384	7363146.960	2534773.613	10.384	8	
383	7363147.530	2534770.304	10.755	8	
382	7363147.488	2534770.257	10.644	8	
381	7363149.651	2534768.576	11.024	8	
380	7363149.608	2534768.482	10.942	8	
379	7363149.081	2534768.258	10.897	3	
378	7363141.937	2534770.717	10.448	34	
377	7363143.517	2534777.423	10.237	34	
376	7363146.104	2534787.302	10.054	34	
375	7363147.777	2534795.194	9.866	24	
374	7363148.713	2534797.325	9.835	34	
373	7363151.322	2534807.509	9.586	34	
372	7363153.909	2534817.756	9.382	34	
371	7363154.778	2534823.064	9.253	24	
370	7363156.787	2534829.083	9.147	34	
369	7363159.308	2534838.728	8.921	34	
368	7363159.714	2534844.430	8.768	16	

367	7363161.705	2534848.019	8.721	34
366	7363154.350	2534850.126	8.763	13
365	7363150.796	2534851.093	8.565	2
364	7363152.200	2534849.521	8.586	17
363	7363150.762	2534844.406	8.717	17
362	7363153.764	2534847.294	8.776	38
361	7363156.068	2534847.077	8.776	44
360	7363156.678	2534846.001	8.816	8
359	7363156.750	2534845.931	8.700	8
358	7363154.452	2534837.160	9.024	8
357	7363154.509	2534837.089	8.922	8
356	7363154.263	2534836.208	8.942	12
355	7363151.054	2534837.118	8.962	38
354	7363150.981	2534834.845	9.026	1
353	7363149.375	2534836.653	8.683	12
352	7363148.740	2534835.101	8.630	18
351	7363148.297	2534833.674	8.706	12
350	7363148.629	2534832.772	9.024	2
349	7363150.059	2534832.638	9.105	1
348	7363153.063	2534831.577	9.034	12
347	7363151.946	2534830.406	9.118	31
346	7363152.386	2534830.351	9.137	31
345	7363152.652	2534830.309	9.157	8
344	7363152.734	2534830.315	9.062	8
343	7363152.128	2534827.986	9.113	8
342	7363152.084	2534828.002	9.196	8
341	7363149.172	2534828.236	9.221	44
340	7363147.842	2534829.078	9.186	38
339	7363147.646	2534828.921	9.559	11
338	7363147.144	2534826.923	9.574	11
337	7363147.160	2534826.755	9.285	38
336	7363146.542	2534824.492	9.209	2
335	7363147.975	2534822.749	9.340	1
334	7363146.050	2534822.982	9.129	1
333	7363145.395	2534821.602	9.130	12
332	7363147.036	2534821.079	9.383	2
331	7363147.705	2534818.383	9.414	44
330	7363145.623	2534813.775	9.546	38
329	7363145.570	2534813.773	9.802	41
328	7363145.368	2534813.754	9.786	41
327	7363144.910	2534811.927	9.807	41
326	7363145.120	2534811.932	9.823	41
325	7363145.190	2534811.893	9.587	38
324	7363144.641	2534811.461	9.573	2
323	7363143.263	2534806.826	9.596	1
322	7363144.782	2534799.790	9.816	31
321	7363144.343	2534799.739	9.808	31
320	7363141.589	2534800.747	9.696	21
319	7363139.581	2534793.576	9.823	1
318	7363138.439	2534789.530	10.050	13

317	7363136.667	2534782.959	10.137	13
316	7363137.231	2534782.870	10.282	38
315	7363138.875	2534779.786	10.305	21
314	7363138.568	2534775.475	10.339	8
313	7363138.228	2534775.735	10.321	31
312	7363137.797	2534775.708	10.349	31
311	7363135.565	2534776.502	10.347	38
310	7363135.086	2534776.435	10.228	13
5	7363156.400	2534849.889	8.769	5
309	7363107.249	2534652.409	12.392	8
308	7363107.180	2534652.429	12.478	8
307	7363108.784	2534658.785	12.385	8
306	7363108.888	2534658.794	12.265	8
305	7363109.065	2534659.473	12.248	8
304	7363150.718	2534768.231	11.055	8
303	7363150.721	2534768.302	11.163	8
302	7363151.960	2534771.387	11.227	2
301	7363150.053	2534771.847	10.917	2
300	7363142.080	2534754.081	10.661	8
299	7363142.158	2534754.042	10.740	8
298	7363145.490	2534754.675	11.012	2
297	7363143.582	2534748.392	10.981	2
296	7363140.321	2534747.172	10.725	8
295	7363140.412	2534747.172	10.867	8
294	7363143.141	2534745.937	10.962	2
293	7363142.895	2534749.182	10.843	44
292	7363140.627	2534745.543	10.884	44
291	7363141.687	2534742.267	11.027	38
290	7363141.774	2534742.261	11.238	41
289	7363141.881	2534742.199	11.248	41
288	7363141.606	2534741.207	11.275	41
287	7363141.448	2534741.245	11.266	41
286	7363141.388	2534741.256	11.048	38
285	7363139.137	2534742.244	10.941	8
284	7363139.074	2534742.260	10.795	8
283	7363137.807	2534737.496	10.885	8
282	7363137.911	2534737.476	11.009	8
281	7363140.790	2534736.978	11.082	2
280	7363142.438	2534725.739	11.438	2
279	7363135.139	2534727.015	11.001	8
278	7363135.248	2534726.986	11.134	8
277	7363137.871	2534726.484	11.212	38
276	7363138.326	2534726.246	11.220	41
275	7363138.367	2534726.184	11.352	41
274	7363138.517	2534726.181	11.343	41
273	7363137.966	2534724.163	11.345	41
272	7363137.765	2534724.219	11.355	41
271	7363137.710	2534724.206	11.223	41
270	7363137.287	2534724.164	11.215	38
269	7363135.473	2534724.023	11.219	44

268	7363133.938	2534722.046	11.211	8	
267	7363133.851	2534722.071	11.064	8	
266	7363133.646	2534721.279	11.076	12	
265	7363132.649	2534717.305	11.145	12	
264	7363132.459	2534716.559	11.161	8	
263	7363132.559	2534716.549	11.299	8	
262	7363136.181	2534720.116	11.210	38	
261	7363140.537	2534718.115	11.396	2	
260	7363138.177	2534709.153	11.547	1	
259	7363131.246	2534711.410	11.357	8	
258	7363131.155	2534711.456	11.220	8	
257	7363127.697	2534715.726	11.248	34	
256	7363130.190	2534724.732	11.123	34	
255	7363132.025	2534732.143	10.998	24	
254	7363132.974	2534735.688	10.955	34	
253	7363135.133	2534744.169	10.817	34	
252	7363137.497	2534753.509	10.696	34	
251	7363131.044	2534756.784	10.595	38	
250	7363132.980	2534756.095	10.624	31	
249	7363133.387	2534756.022	10.652	31	
248	7363133.656	2534755.827	10.653	8	
247	7363133.702	2534755.789	10.577	8	
246	7363132.228	2534749.968	10.665	8	
245	7363132.113	2534750.006	10.788	8	
244	7363129.424	2534750.615	10.805	38	
243	7363127.845	2534744.563	10.833	12	
242	7363130.788	2534744.852	10.851	12	
241	7363130.862	2534744.823	10.734	12	
240	7363130.718	2534744.141	10.742	12	
239	7363129.640	2534740.255	10.915	8	
238	7363129.705	2534740.263	10.816	8	
237	7363129.902	2534740.971	10.797	12	
236	7363127.199	2534741.949	10.823	12	
235	7363126.948	2534741.623	10.883	2	
234	7363127.024	2534741.241	10.843	28	Gas Meter
233	7363127.531	2534741.531	10.864	27	Bollard
232	7363127.430	2534740.768	10.902	27	Bollard
231	7363127.912	2534739.952	10.923	44	
230	7363128.198	2534734.288	10.900	8	
229	7363128.102	2534734.348	11.020	8	
228	7363125.839	2534735.348	11.274	41	
227	7363125.909	2534735.323	11.031	38	
226	7363125.596	2534733.987	11.027	38	
225	7363125.105	2534733.665	11.055	2	
224	7363125.439	2534734.023	11.274	41	
223	7363126.588	2534728.085	10.989	8	
222	7363126.521	2534728.139	11.097	8	
221	7363126.244	2534728.337	11.049	31	
220	7363125.860	2534728.303	11.050	31	
219	7363123.503	2534728.646	11.129	13	

218	7363124.063	2534724.732	11.095	44
217	7363124.740	2534721.084	11.214	8
216	7363124.802	2534721.072	11.115	8
215	7363124.662	2534720.488	11.113	8
214	7363121.762	2534722.264	11.165	13
213	7363121.979	2534721.875	11.162	2
212	7363121.547	2534720.173	11.257	2
211	7363121.388	2534720.097	11.414	41
210	7363121.035	2534718.620	11.417	41
209	7363121.118	2534718.500	11.298	2
208	7363123.638	2534716.292	11.180	8
207	7363120.836	2534717.586	11.357	2
206	7363120.430	2534717.408	11.395	11
205	7363119.754	2534714.872	11.388	11
204	7363120.044	2534714.538	11.348	2
203	7363119.696	2534713.249	11.393	11
202	7363119.549	2534712.556	11.388	11
201	7363118.385	2534710.072	11.366	13
200	7363118.909	2534710.104	11.308	2
199	7363122.081	2534710.323	11.249	8
198	7363121.764	2534709.496	11.391	8
197	7363121.847	2534709.470	11.257	8
196	7363118.991	2534698.355	11.496	8
195	7363118.909	2534698.381	11.611	8
194	7363118.437	2534698.599	11.545	31
193	7363118.038	2534698.751	11.545	31
192	7363115.671	2534699.194	11.545	21
191	7363115.401	2534698.664	11.622	13
190	7363113.440	2534691.195	11.754	13
189	7363113.728	2534691.028	11.749	38
188	7363116.832	2534690.226	11.777	8
187	7363116.890	2534690.201	11.663	8
186	7363116.734	2534689.488	11.672	8
185	7363115.346	2534684.002	11.790	8
184	7363115.143	2534683.196	11.806	8
183	7363115.053	2534683.194	11.910	8
182	7363112.214	2534685.872	11.804	13
181	7363111.986	2534684.754	11.839	2
180	7363109.617	2534674.484	12.113	21
179	7363109.494	2534673.934	12.120	76
178	7363110.513	2534673.739	12.085	76
177	7363111.117	2534673.601	12.093	76
176	7363111.467	2534673.484	12.094	31
175	7363111.976	2534673.325	12.091	31
174	7363112.458	2534673.277	12.088	8
173	7363112.550	2534673.244	11.990	8
172	7363110.466	2534665.327	12.256	38
171	7363110.509	2534665.270	12.147	38
170	7363110.332	2534664.586	12.154	38
169	7363106.985	2534665.595	12.223	2

168	7363106.592	2534664.530	12.205	38
167	7363105.710	2534660.729	12.316	38
166	7363105.242	2534659.268	12.368	38
165	7363103.864	2534659.493	12.417	2
164	7363101.790	2534651.557	12.596	41
163	7363101.750	2534651.555	12.757	41
162	7363102.294	2534653.537	12.752	41
161	7363102.320	2534653.553	12.592	2
160	7363103.837	2534653.225	12.490	38
159	7363103.268	2534651.084	12.550	38
158	7363110.465	2534650.741	12.448	24
157	7363111.246	2534651.024	12.460	34
156	7363113.776	2534660.962	12.262	34
155	7363116.270	2534671.059	12.078	34
154	7363117.755	2534678.927	11.886	24
153	7363118.897	2534681.358	11.846	34
152	7363121.443	2534691.350	11.653	34
151	7363123.942	2534700.635	11.497	34
150	7363125.110	2534705.998	11.380	24
149	7363129.217	2534703.790	11.342	8
148	7363130.797	2534703.348	11.438	24
147	7363137.729	2534701.363	11.807	1
146	7363136.418	2534694.703	12.031	13
145	7363130.562	2534696.003	11.656	13
144	7363127.445	2534696.838	11.464	8
143	7363126.057	2534691.387	11.570	8
142	7363128.141	2534690.959	11.687	12
141	7363131.491	2534690.232	12.065	12
140	7363127.989	2534686.652	11.946	44
139	7363131.060	2534681.437	12.275	12
138	7363126.125	2534682.757	11.828	12
137	7363123.902	2534683.263	11.739	12
136	7363122.660	2534678.112	11.955	8
135	7363122.595	2534678.128	11.854	8
134	7363122.760	2534678.680	11.837	12
133	7363125.030	2534678.151	11.971	12
132	7363125.635	2534677.631	12.207	13
131	7363130.486	2534676.270	12.514	13
130	7363130.640	2534676.535	12.351	12
129	7363126.157	2534675.718	12.421	42
128	7363125.730	2534671.349	12.479	12
127	7363121.806	2534674.757	12.009	8
126	7363121.703	2534674.689	11.915	8
125	7363121.397	2534673.312	11.868	12
124	7363119.327	2534665.277	12.108	12
123	7363119.135	2534664.521	12.126	8
122	7363119.190	2534664.503	12.235	8
121	7363124.836	2534663.784	12.758	12
120	7363121.974	2534664.565	12.300	44
119	7363121.642	2534664.571	12.245	12

118	7363120.313	2534658.838	12.508	13
117	7363119.365	2534654.480	12.583	13
116	7363118.258	2534652.204	12.573	12
115	7363116.265	2534653.058	12.482	8
114	7363116.161	2534653.031	12.339	8
113	7363115.976	2534652.314	12.344	12
112	7363115.072	2534648.714	12.393	8
111	7363115.130	2534648.694	12.544	8
110	7363115.267	2534649.416	12.388	12
109	7363117.300	2534649.052	12.569	12
108	7363117.423	2534648.391	12.643	2
107	7363116.069	2534643.235	12.720	2
106	7363113.995	2534644.113	12.609	8
105	7363113.906	2534644.116	12.483	8
104	7363109.518	2534644.489	12.544	34
103	7363105.284	2534644.940	12.462	8
102	7363105.197	2534644.941	12.589	8
101	7363101.958	2534645.500	12.686	38
100	7363100.265	2534645.577	12.704	2
4	7363129.689	2534707.087	11.303	5
3	7363103.178	2534635.360	12.569	5
9	7363113.908	2535351.207	11.192	5
6	7363181.283	2534907.792	7.936	5
2	7363010.091	2534789.706	5.183	5
1	7363132.728	2534759.530	10.465	5

Charlotte Street and St. James Street Invert Information

MH 17 – brick, poor

- In = 2.01
- Out = 2.02

GV 16 – chamber, fair, TON = 1.0

GV 15 – chamber, fair, TON = 1.5

CB 14 – concrete, poor

- Out = 0.62

CB 18 – precast, fair

- Out = 0.93

MH 12

- In CB14 = 1.17
- In MH17 = 2.58
- Out = 2.59

GV 11 – chamber, poor, TON = 1.2

GV 10 – chamber, poor, TON = 1.25

CB 8 – block, poor

- Out = 1.19

MH 9 – block, poor

- In MH7 = 2.7
- In MH12 = 2.82
- Out = 2.84

CB 13 – block, poor

- Out = 1.14

GV 6 – chamber, poor, TON = 0.87

MH 7 – brick, poor

- In MH 5 = 3.01
- Out MH9 = 3.05
- In CB13 = 1.15
- In CB8 = 1.24

MH 5 – brick, fair

- In = 3.04
- Out = 3.06

MH 19 – brick, poor

- In – 2 x 100mm pvc = 2.8
- Out = 3.43

MH 44 – block, poor

- Window = 3.1

GV 45 – chamber, precast, good, TON = 0.86

CB 50 – precast, good

- Out = 1.04

CB 47 – precast, good

- Out = 1.18

MH 46 – precast, good

- Out = 2.41
- In CB47 = 1.45
- In CB50 = 1.56
- In stub = 2.4

MH 51

- In MH44 = 3.30
- Out MH48 = 3.32

MH 48 – precast, good

- In MH51 = 3.17
- In MH57 = 3.2
- Out = 3.25
- In Stub = 3.27

MH 49 – precast, good

- In MH48 = 3.12
- In MH52 = 3.08
- Out = 3.5

GV 49A – chamber, poor, TON = 1.12

MH 52 – precast, good

- In MH46 = 2.53
- In MH56 = 3.03
- Out MH49 = 3.06
- Out MH54 = 2.42

GV 53 – chamber, precast, good, TON = 1.08

GV 55 – chamber, precast, good, TON = 1.36

MH 54 – precast, good

- In = 2.68
- Out = 2.88

MH 56 – precast, good

- Out = 2.51

MH 57 – precast, good

- Out = 3.0

MH 3 – brick, poor

- In MH 4 = 2.9
- In MH2 = 3.28
- Out = 3.28

MH 4 – block, fair

- Window = 2.71

MH 2 – brick, poor

- In MH1 = 3.24
- Out = 3.25
- In “A” – 4 x 100mm pvc = 2.0 (all at same elevation)
- In “B” – 3 x 100mm pvc = 2.2 (all at same elevation)

MH 1 – brick, poor

- Out = 3.37
- In 150mm TC = 2.14
- In 2x 100mm pvc = 2.18
- In stub = 3.35

MH 20 – brick, poor

- Out = 3.06
- In = 3.05

GV 21 – bibby, could not remove cover

GV 22 – chamber, precast, good, TON = 1.21

CB 23 – precast, good

- Out = 1.04

CB 26 – precast, good

- Out = 1.13

MH 25 – precast, good

- Out = 1.36
- In CB26 = 1.30
- In CB 23 = 1.30

MH 24 – precast, good

- In = 2.68
- Out = 2.69

CB 32 – precast, good

- Out = 1.05

MH 31 – precast, good

- In = 2.65
- Out = 2.70

MH 30 – precast, good

- Out = 1.45
- In MH25 = 1.42
- In CB 29 = 1.40
- In CB28 = 1.40

CB 29 – precast, good

- Out = 1.05

CB 28 – precast, good

- Out = 1.12

MH 41 – precast, good

- Out = 2.88
- In MH27 = 2.84
- In = 2.84

MH 40 – precast, good

- Out = 2.46
- In = 2.46
- In CB42 = 1.36
- In CB39 = 1.47

CB 39 – precast, good

- Out = 0.93

CB 42 – precast, good

- Out = 1.16

GV 43 – bibby, TON = 1.4

MH 38 – precast, good

- Out = 2.53
- In CB32 = 1.53
- In MH30 = 1.52
- In MH 40 = 2.45

CB 37 – precast, good

- Out = 1.10

MH 36 – precast, good

- In CB37 = 1.40
- In CB33 = 1.53
- In MH38 = 2.65
- Out = 2.65

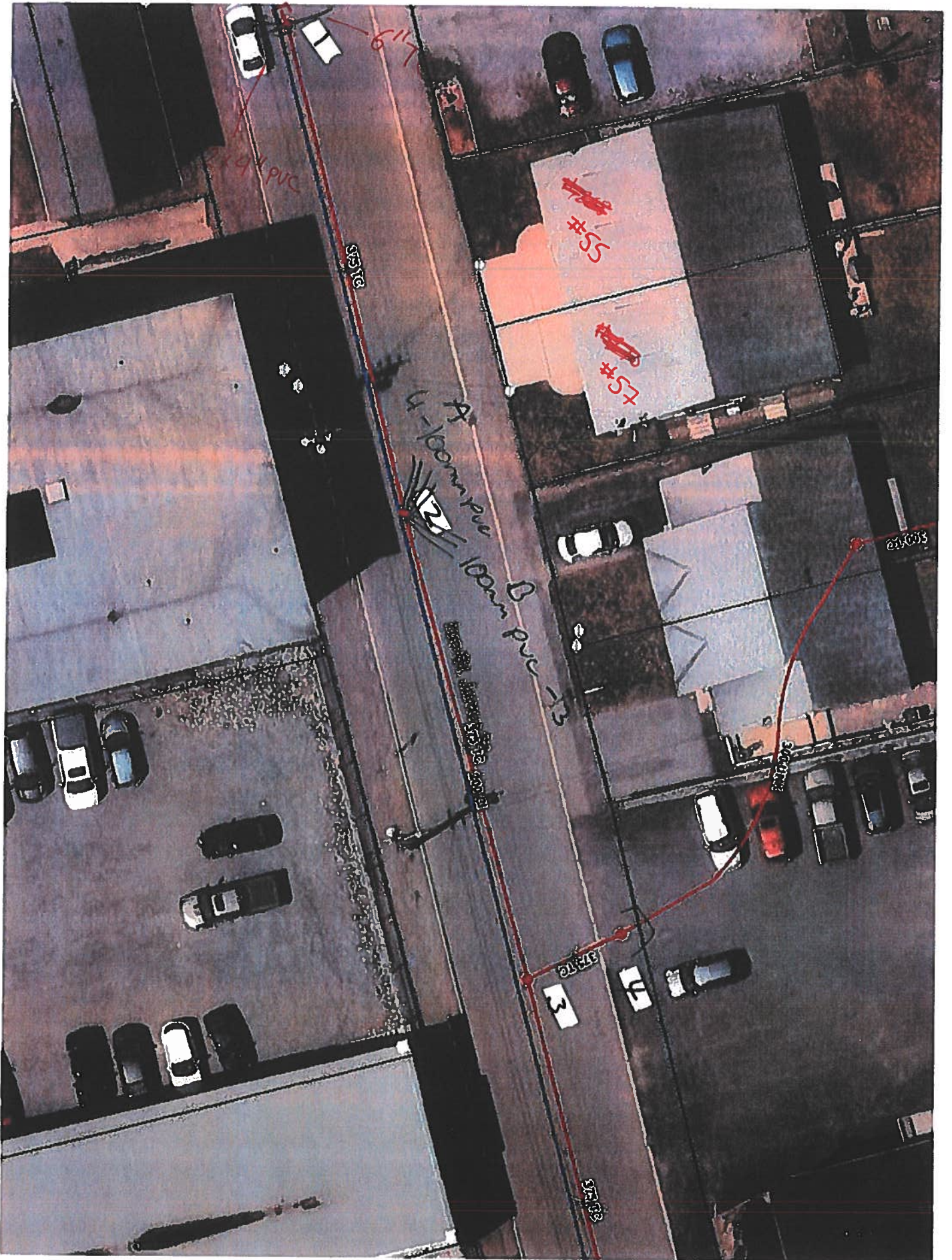
GV 35 – bibby, TON = 1.81

CB 33 – precast, good

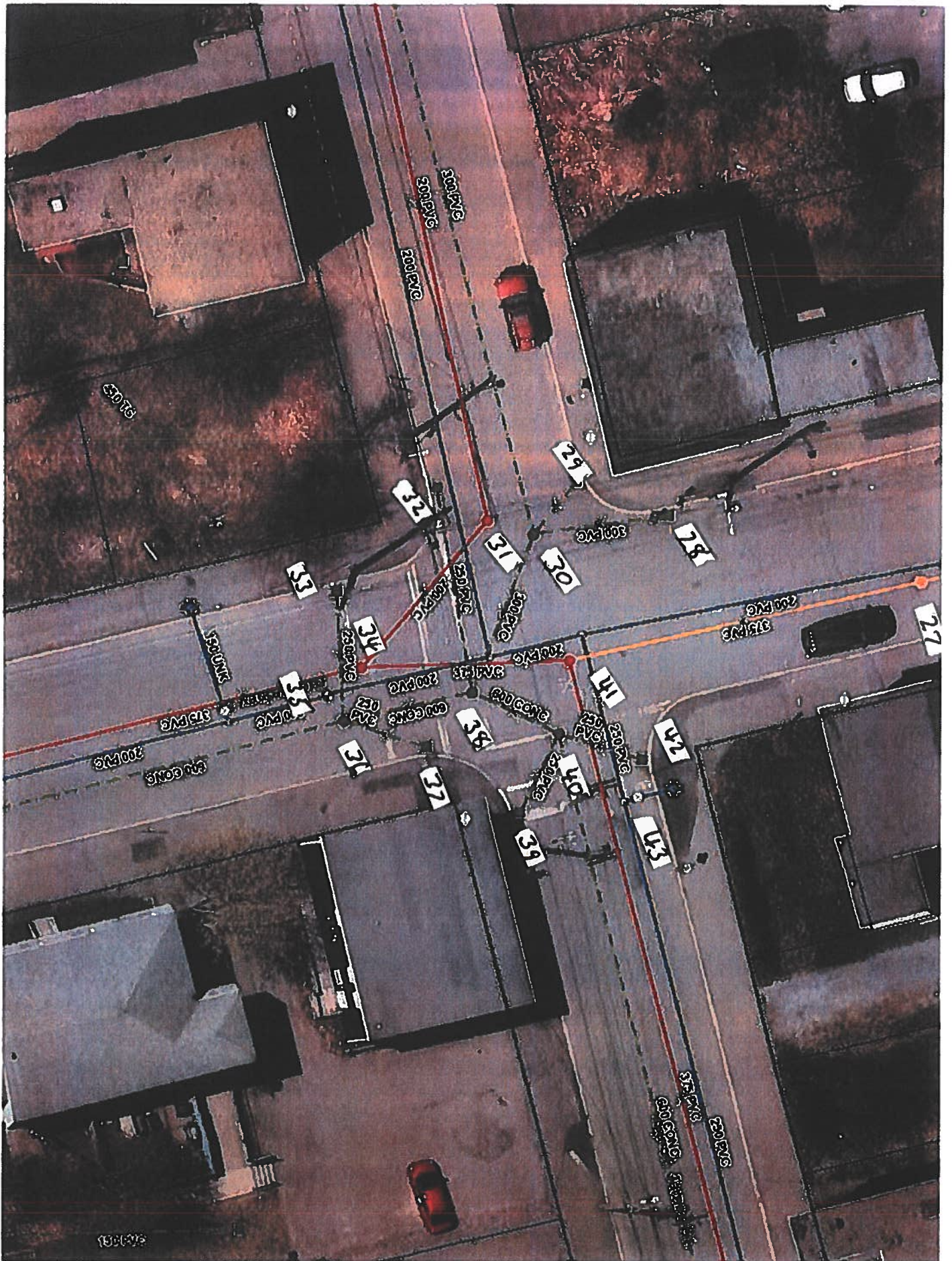
- Out = 1.24

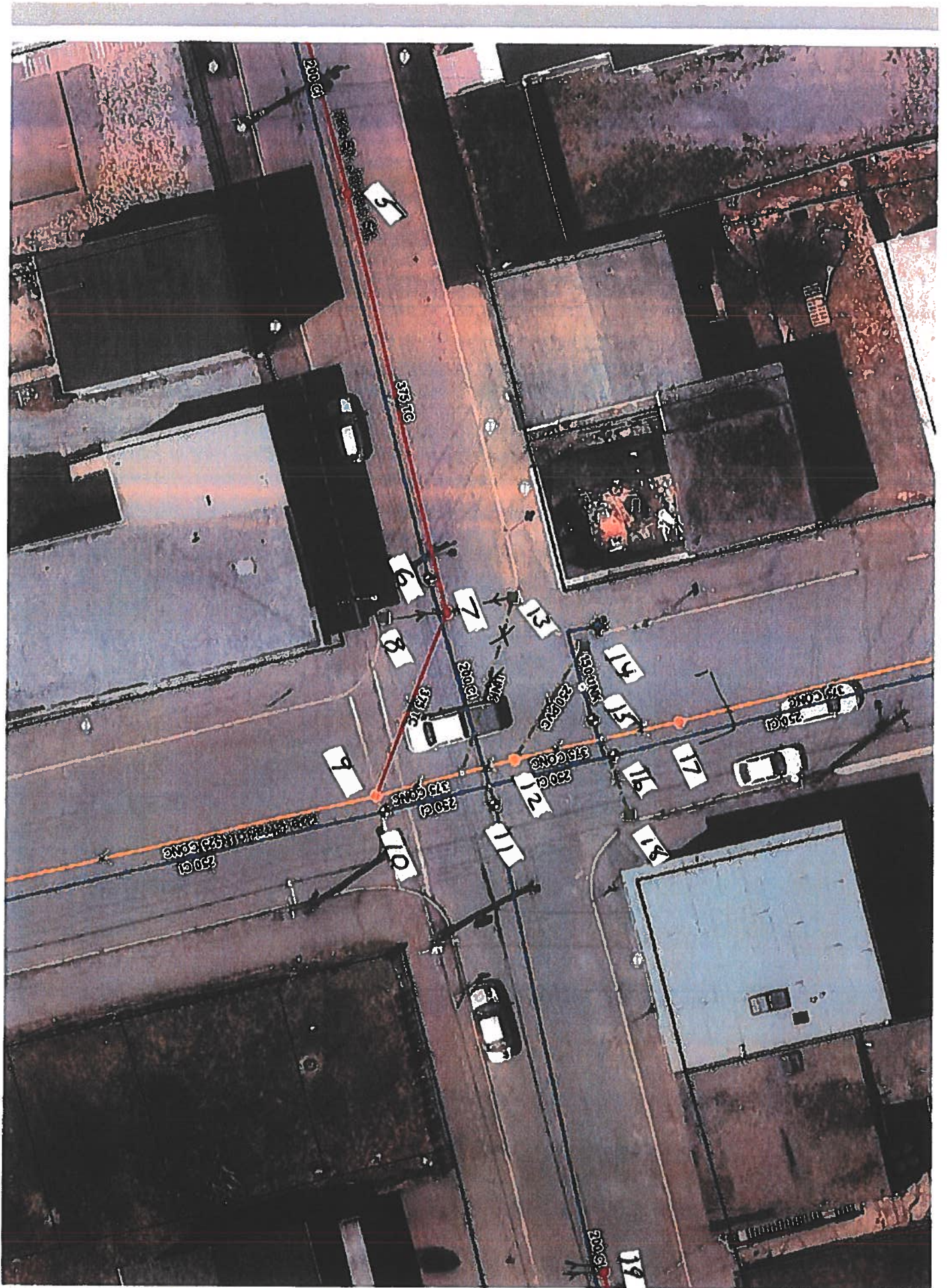
MH 34

- In MH31 = 3.03
- In MH41 = 3.07
- Out = 3.11









Lower Cove Loop and Charlotte Street Invert Information

CB 19 – precast, good

- Out = 1.46

CBMH 20 – precast, poor

- In CB19 = 1.76
- Out = 1.76

CBMH 21 – precast, fair

- In CBMH20 = 1.67
- In MH22 = 1.75
- Out = 1.89

CB 28 – precast, fair

- Out = 1.55

MH 27 – precast

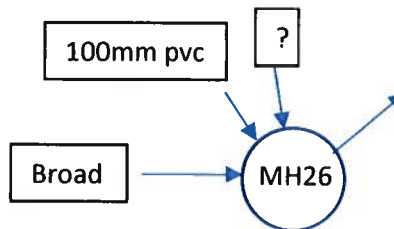
- In MH26 = 2.23
- In CBMH21 = 2.25
- In Charlotte = 2.21
- In Broad = 2.25
- Out = 2.31

CBMH 29 – precast, poor

- In CB30 = 1.10
- Out = 1.28

MH 26 – precast, fair

- In Broad = 2.13
- In 100mm pvc = 1.71
- In (?) = 1.75
- Out = 2.2



GV I – Chamber, TON = 1.77

CB 30 – precast, fair

- Out = 0.6

CBMH 33 – precast, fair

- In CB28 = 1.76
- In CB35 = 1.59
- Out = 1.81

MH 24A – precast, good

- Out = 2.87

CB 24 – precast, good

- Out = 0.89

MH 22 – precast, good

- In CB23 = 1.19
- In CB24 = 1.44
- In CB25 = 1.54
- Out = 1.64

CB 23 – precast, good

- Out = 1.03

CB 25 – precast, good

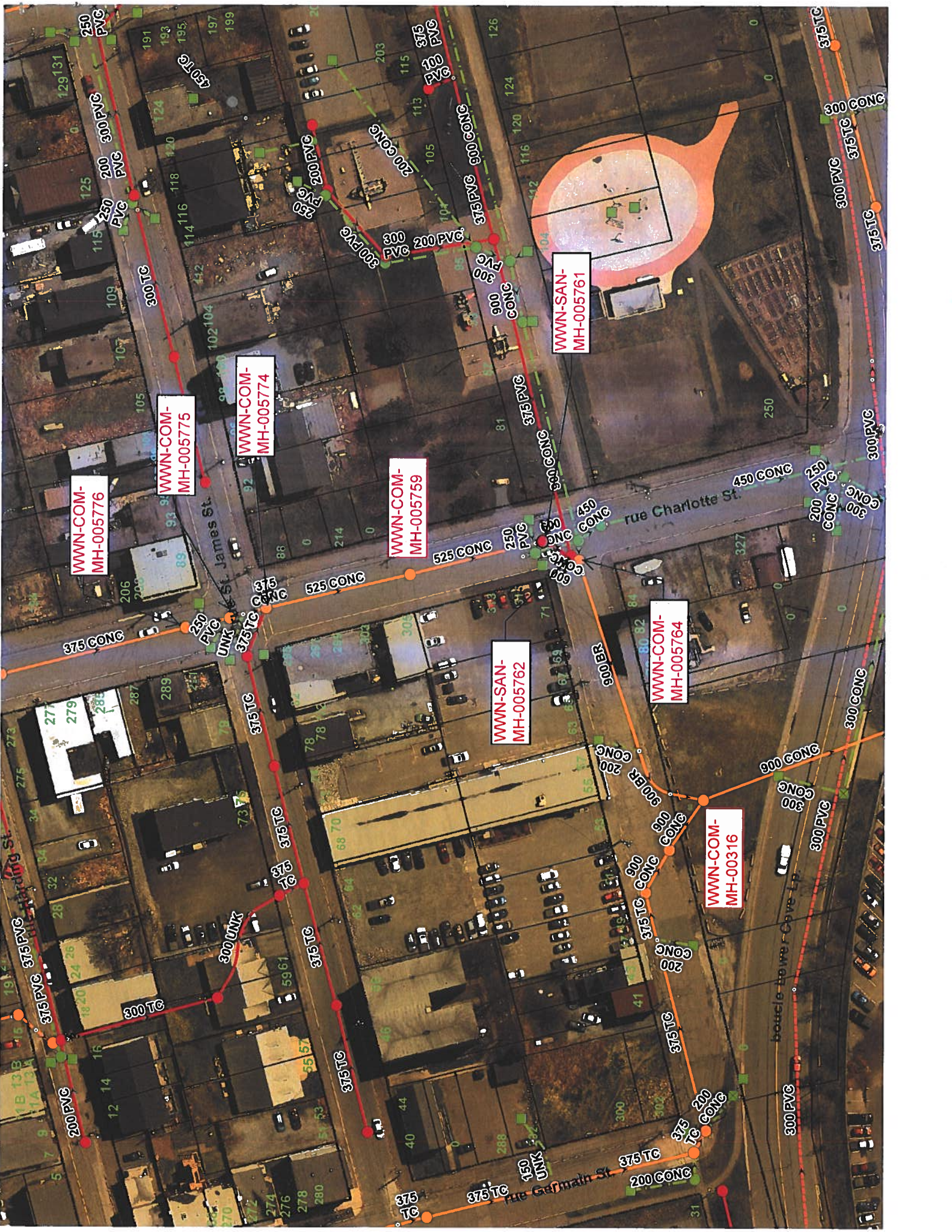
- Out = 0.92

GV H – precast, good, TON = 1.10

CB 35 – precast, fair

- Out = 1.62





Main Inspections Pipe Run and Scoring

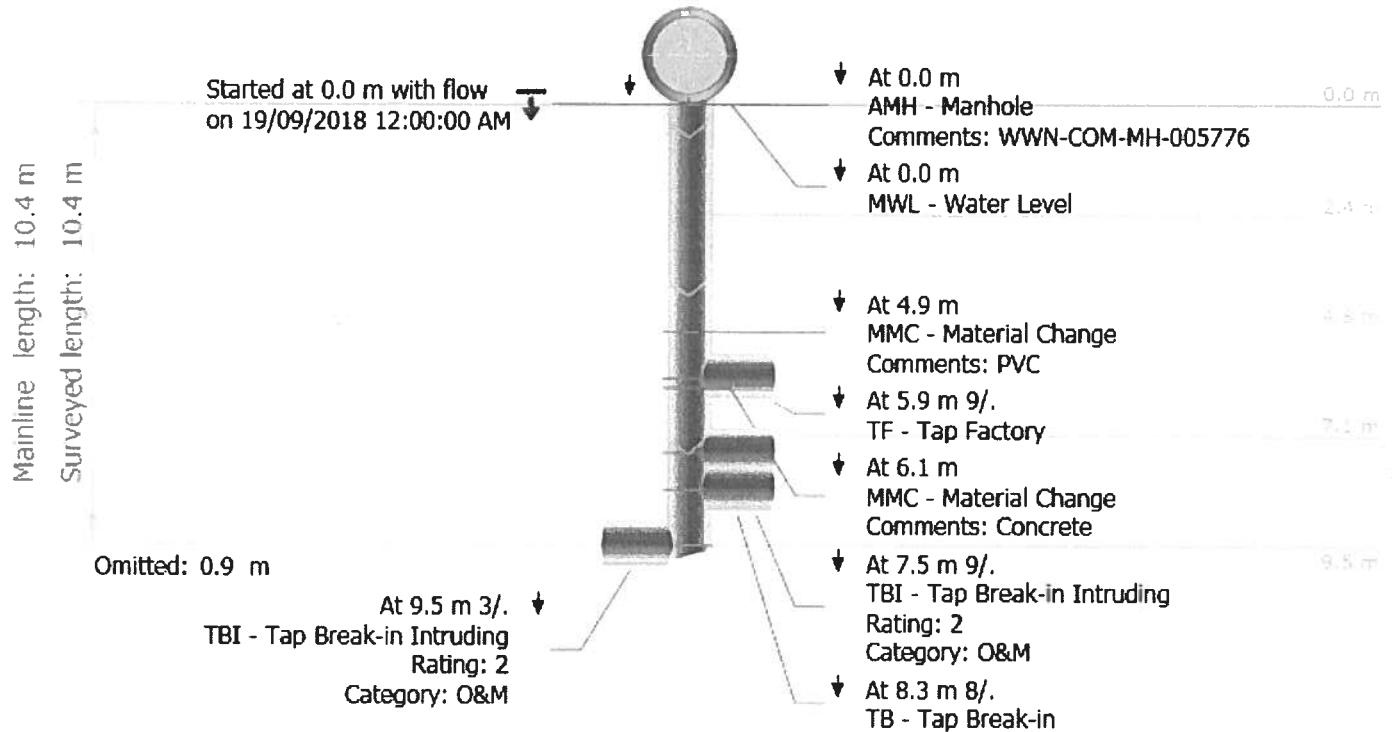
Project name: Charlotte St Oct 17 2018 IHV	Mainline ID: WWN-COM-00292	City: Saint John	Street: Charlotte St
Start date/time: 19/09/2018 12:00 AM	Direction: D	Weather: 3	Location code:
Shape: C	Material: CSU	Height: 375 mm	Width:

Scores

Calculated at: **14/02/2019 4:34:37 PM**

Grade	Structural:				O&M:				Overall:	
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
1	0	0	0000	0.00	0	4	2200	2.00	4	2.00
2	0									
3	0									
4	0									
5	0									

AMH 'WWN-COM-MH-005776'



Project name:
Charlotte St Oct 17 2018
IHV

Mainline ID:
WWN-COM-00292

Start date/time:
19/09/2018 12:00 AM

Direction:
D

Weather:

3

Mainline length: 10.4 m
Surveyed length: 10.4 m

Omitted: 10.4 m

Stopped at 10.4 m with flow
on 19/09/2018 12:00:00 AM



AMH 'WWN-COM-
MH-005775'

At 10.4 m
AMH - Manhole
Comments: WWN-COM-MH-005775

10.4 m
10.4 m

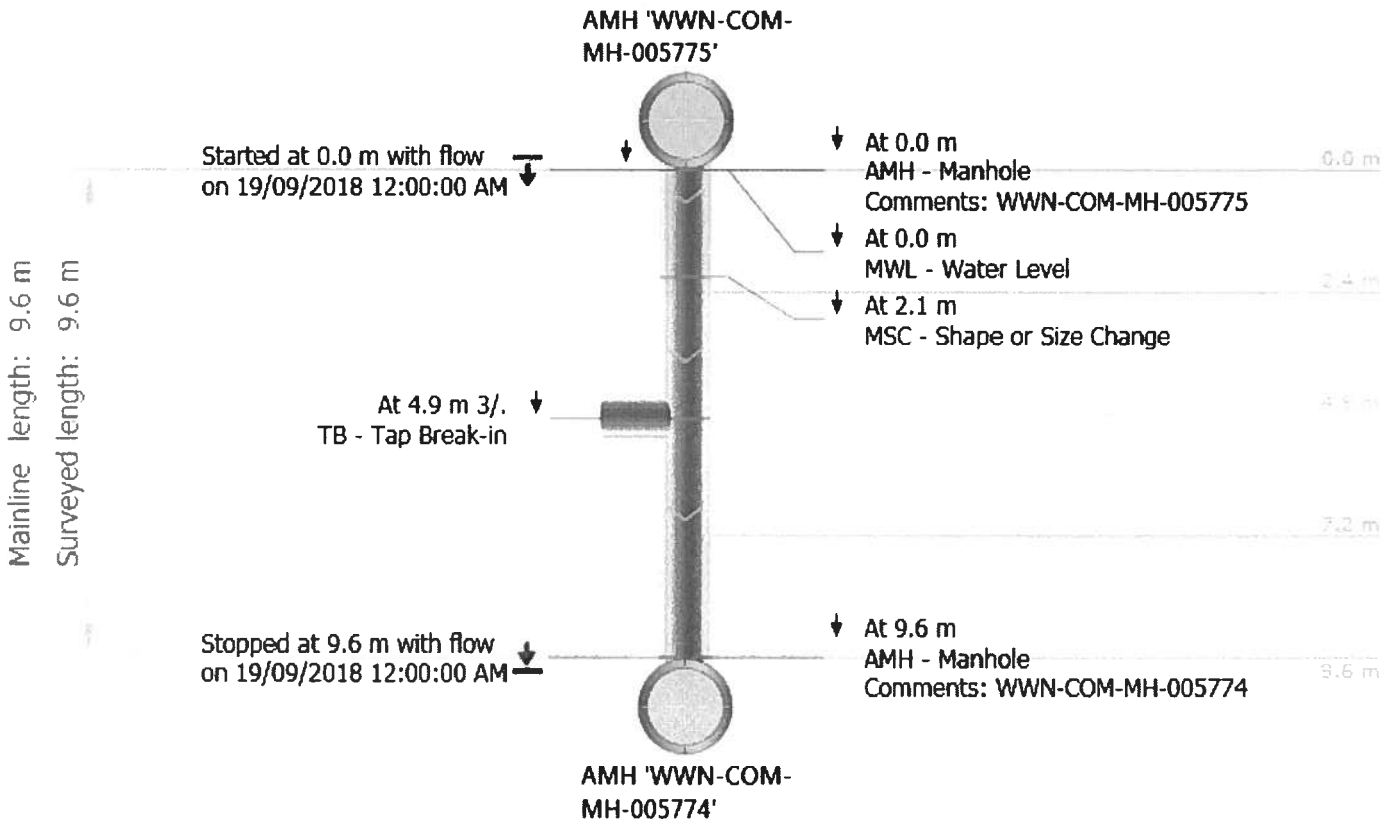
Main Inspections Pipe Run and Scoring

Project name: Charlotte St Oct 17 2018 IHV	Mainline ID: WWN-COM-267794	City: Saint John	Street: Charlotte St
Start date/time: 19/09/2018 12:00 AM	Direction: D	Weather: 3	Location code:
Shape: C	Material: CSU	Height: 375 mm	Width:

Scores

Calculated at: **14/02/2019 4:34:47 PM**

Grade	Structural:				O&M:				Overall:	
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2	0									
3	0									
4	0									
5	0									



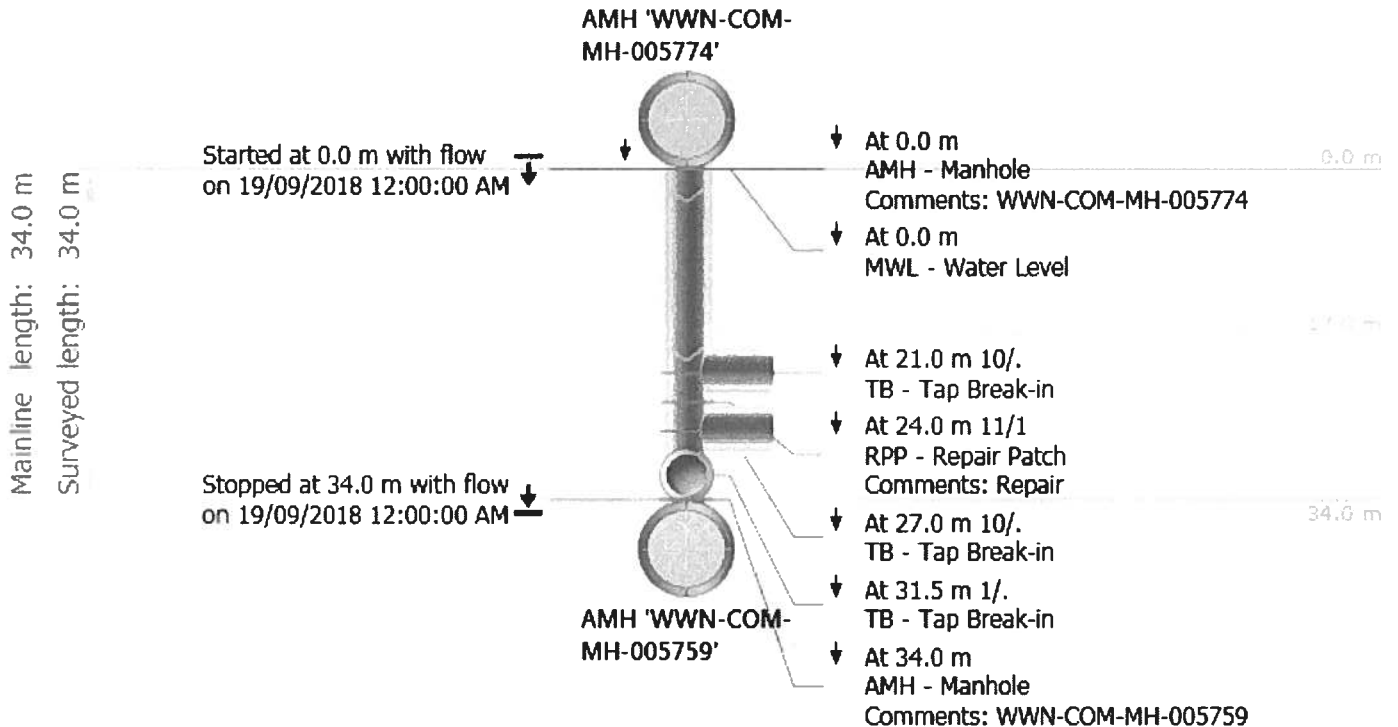
Main Inspections Pipe Run and Scoring

Project name: Charlotte St Oct 17 2018 IHV	Mainline ID: WWN-COM-00395	City: Saint John	Street: Charlotte St
Start date/time: 19/09/2018 12:00 AM	Direction: D	Weather: 3	Location code:
Shape: C	Material: CSU	Height: 525 mm	Width:

Scores

Calculated at: **14/02/2019 4:34:41 PM**

Grade	Structural:				O&M:				Overall:	
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
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3	0									
4	0									
5	0									



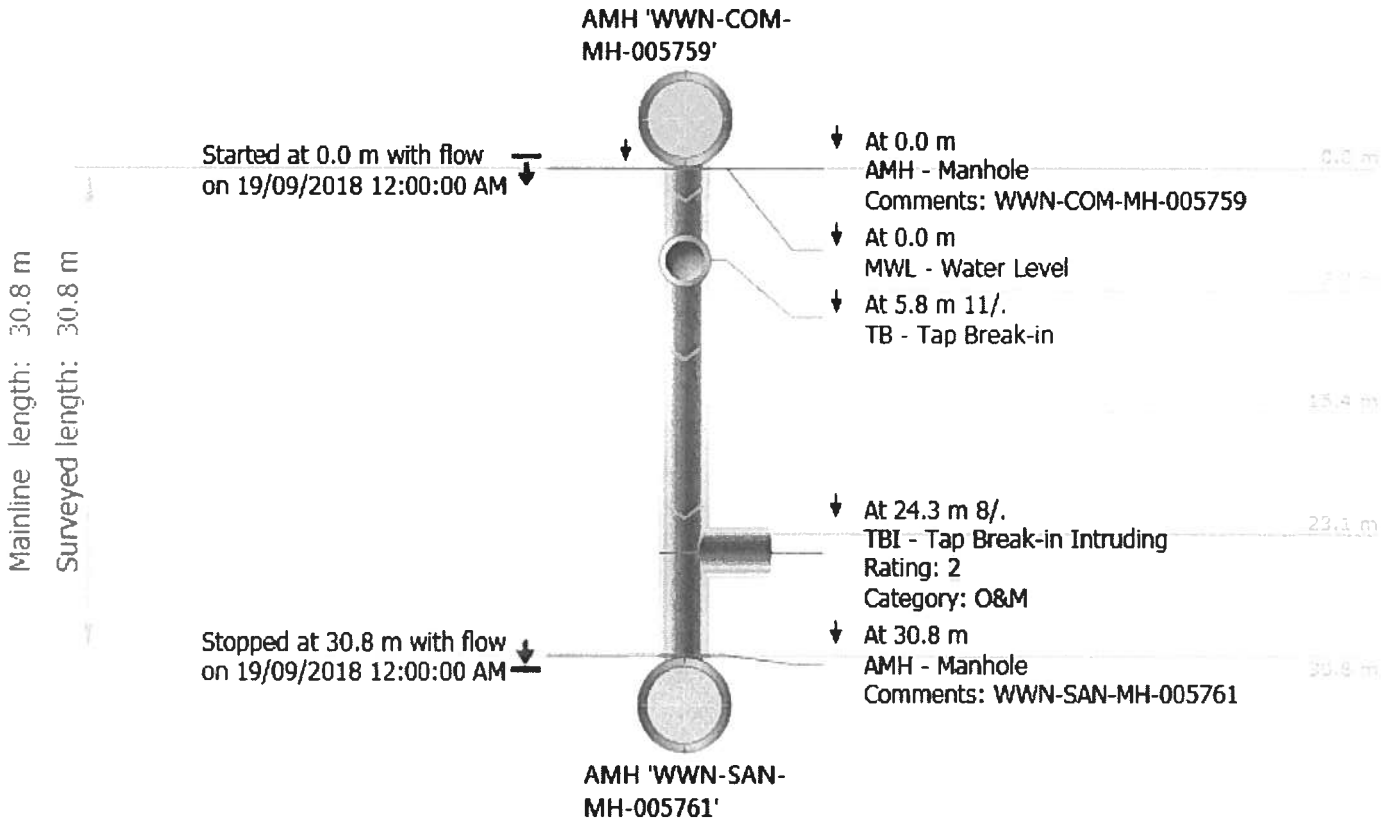
Main Inspections Pipe Run and Scoring

Project name: Charlotte St Oct 17 2018 IHV	Mainline ID: WWN-COM-00393	City: Saint John	Street: Charlotte St
Start date/time: 19/09/2018 12:00 AM	Direction: D	Weather: 3	Location code:
Shape: C	Material: CSU	Height: 525 mm	Width:

Scores

Calculated at: **14/02/2019 4:34:42 PM**

Grade	Structural:				O&M:				Overall:	
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
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3	0									
4	0									
5	0									



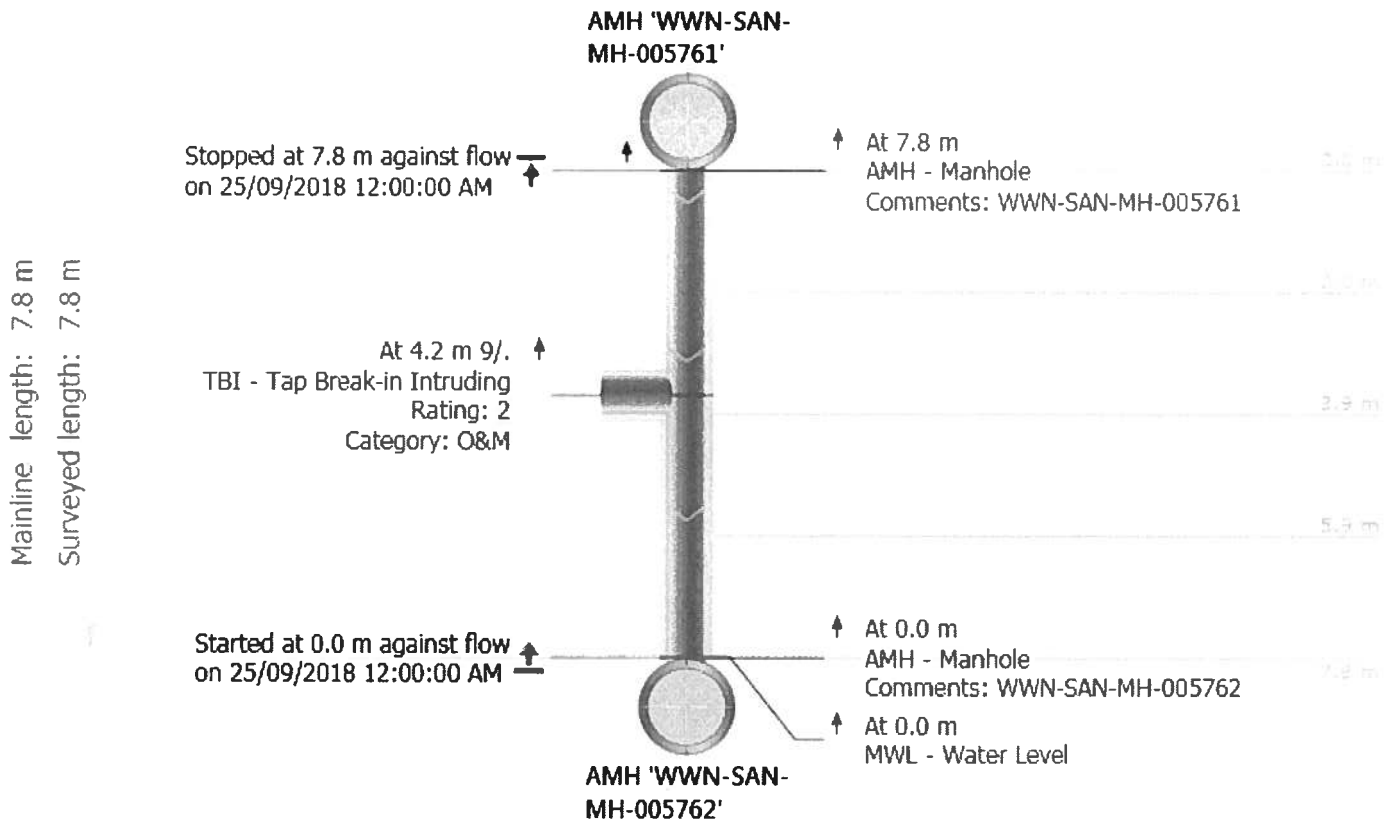
Main Inspections Pipe Run and Scoring

Project name: Charlotte St Oct 17 2018 IHV	Mainline ID: WWN-SAN-00382	City: Saint John	Street: Charlotte St
Start date/time: 25/09/2018 12:00 AM	Direction: U	Weather: 1	Location code:
Shape: C	Material: CSU	Height: 600 mm	Width:

Scores

Calculated at: **14/02/2019 4:34:44 PM**

Grade	Structural:				O&M:				Overall:	
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
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2	0									
3	0									
4	0									
5	0									



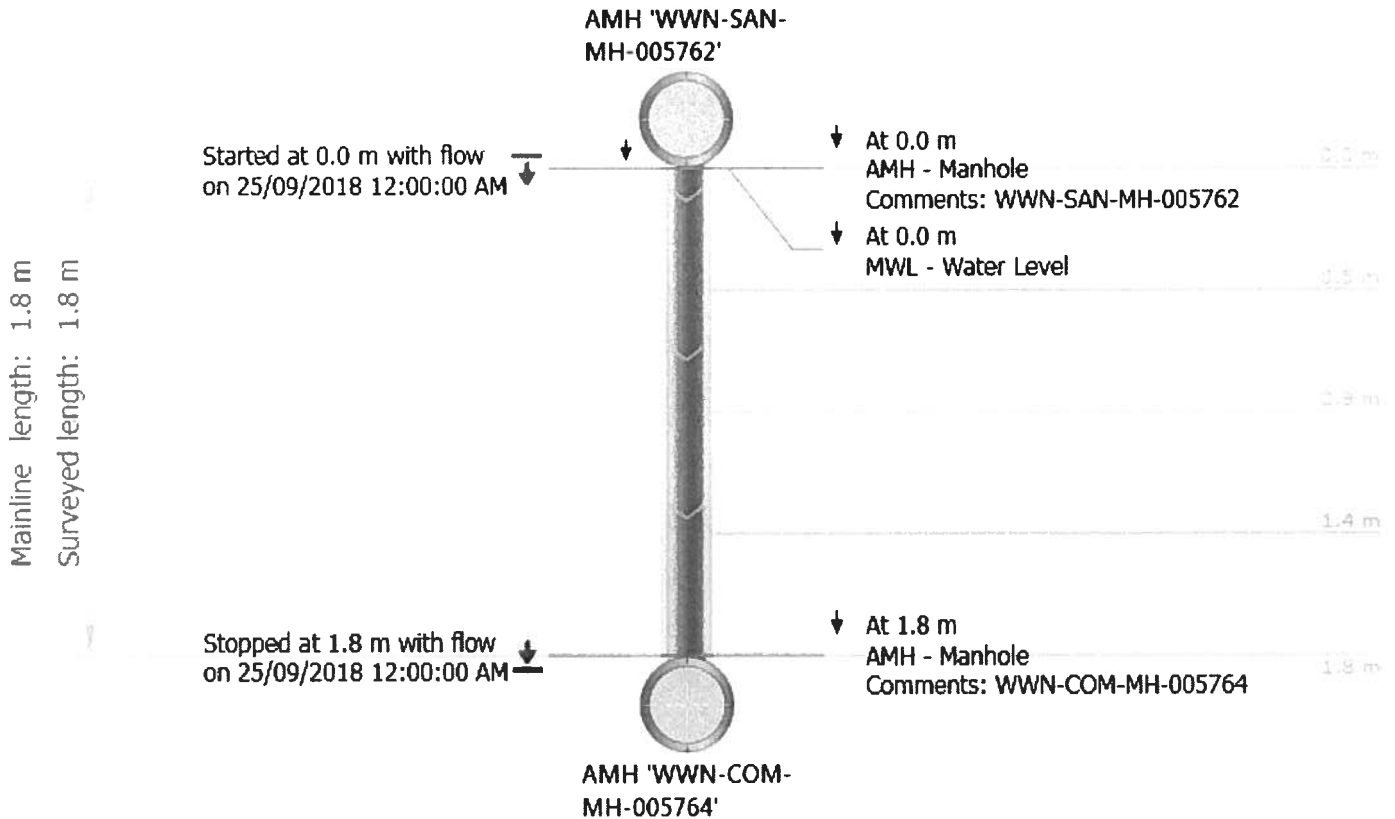
Main Inspections Pipe Run and Scoring

Project name: Charlotte St Oct 17 2018 IHV	Mainline ID: WWN-SAN-00390	City: Saint John	Street: Charlotte St
Start date/time: 25/09/2018 12:00 AM	Direction: D	Weather: 1	Location code:
Shape: C	Material: CSU	Height: 600 mm	Width:

Scores

Calculated at: **14/02/2019 4:34:37 PM**

Grade	Structural:				O&M:				Overall:	
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
1	0	0	0000	0.00	0	0	0000	0.00	0	0.00
2	0				0					
3	0				0					
4	0				0					
5	0				0					



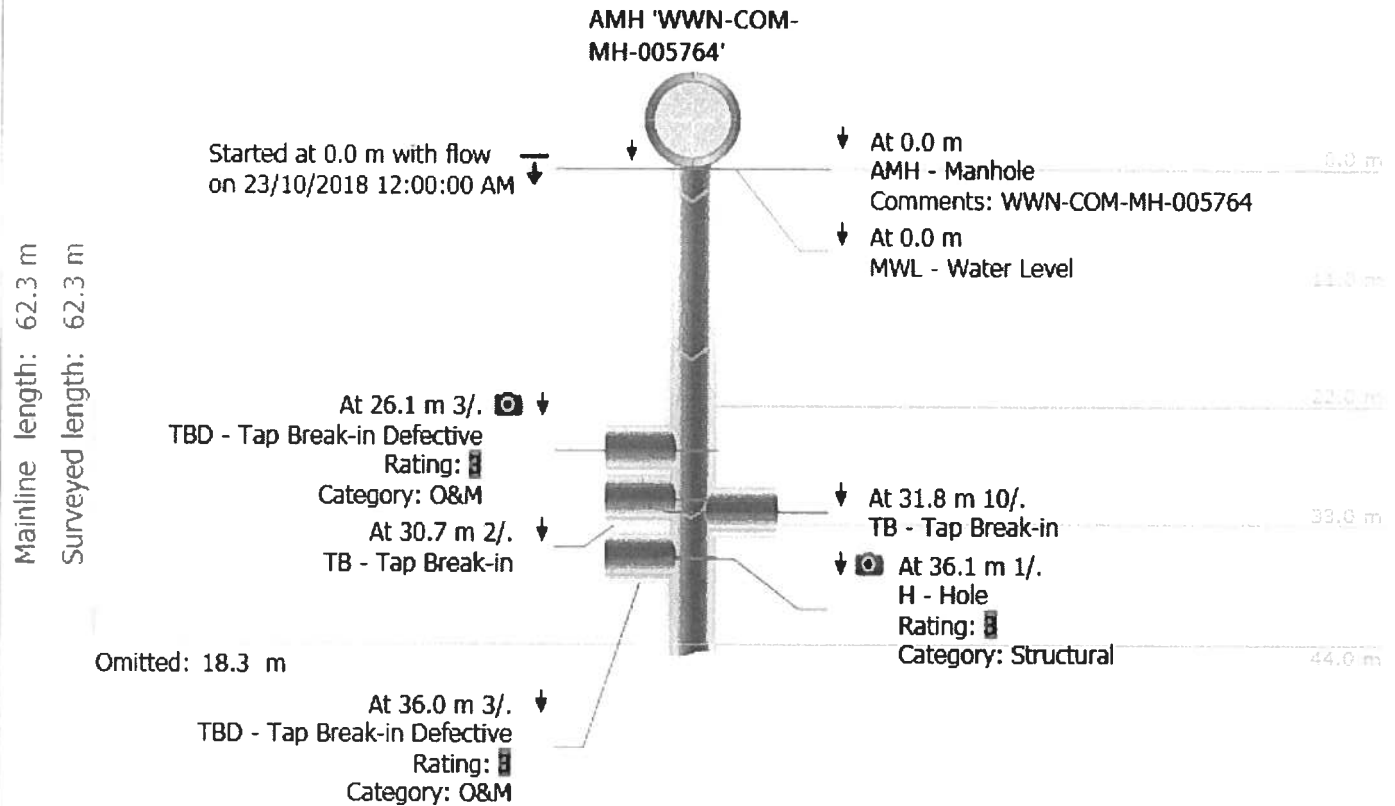
Main Inspections Pipe Run and Scoring

Project name:	Mainline ID:	City:	Street:
Ross St Oct 25 2018 IHV	WWN-COM-00379	Saint John	Ross St
Start date/time:	Direction:	Weather:	Location code:
23/10/2018 12:00 AM	D	1	
Shape:	Material:	Height:	Width:
C	BR	900 mm	

Scores

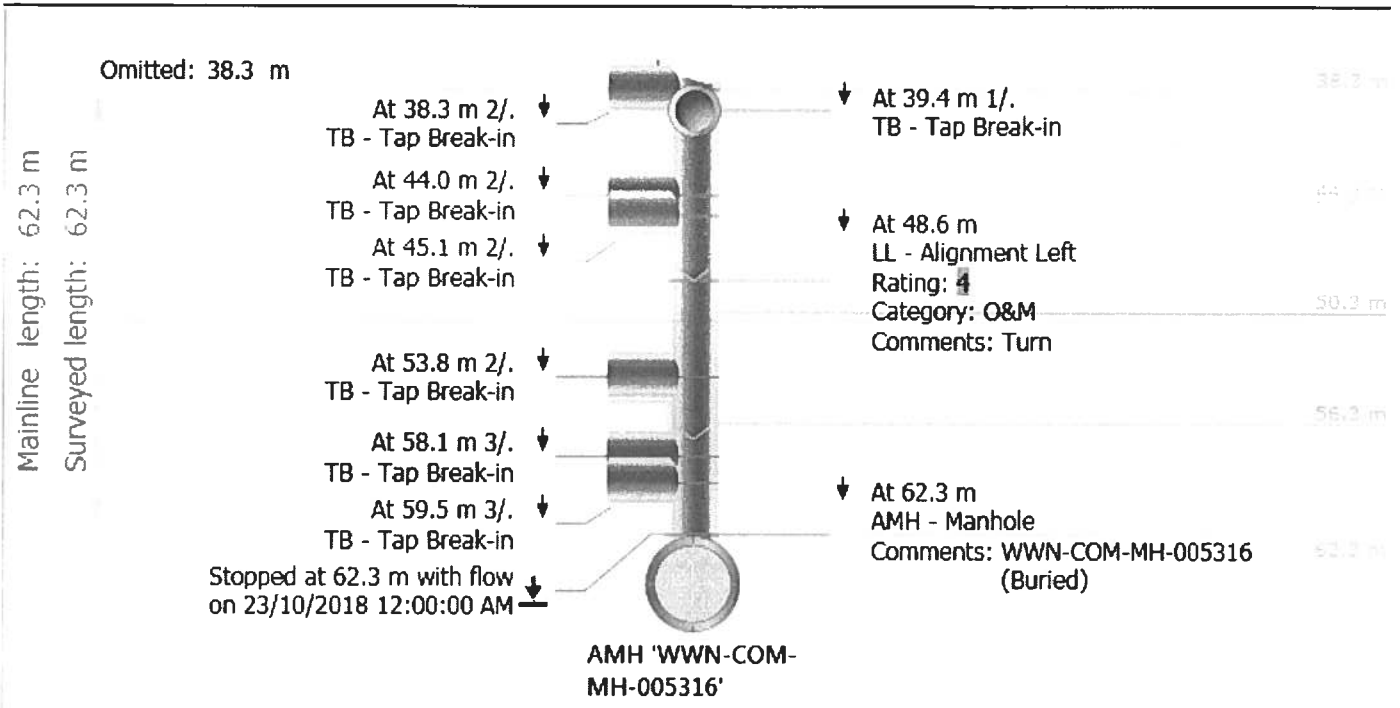
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Grade	Structural:				O&M:				Overall:	
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
1	0	3	3100	3.00	0	10	4132	3.33	13	3.25
2	0									
3	3									
4	0									
5	0									



Weather:

1



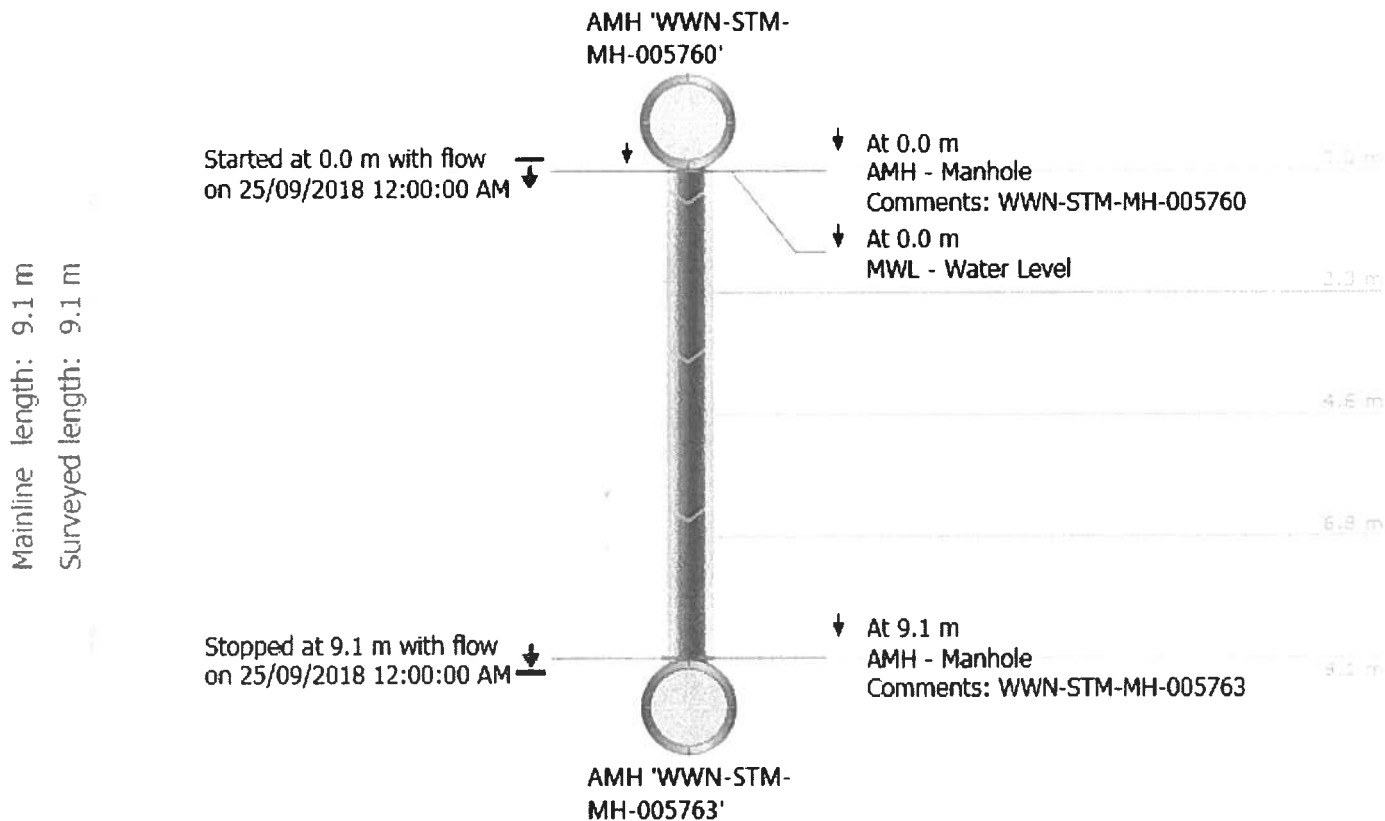
Main Inspections Pipe Run and Scoring

Project name: Charlotte St Oct 17 2018 IHV	Mainline ID: WWN-STM-00384	City: Saint John	Street: Charlotte St
Start date/time: 25/09/2018 12:00 AM	Direction: D	Weather: 1	Location code:
Shape: C	Material: CSU	Height: 600 mm	Width:

Scores

Calculated at: **14/02/2019 4:34:40 PM**

Grade	Structural:				O&M:				Overall:	
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
1	0	0	0000	0.00	0	0	0000	0.00	0	0.00
2	0									
3	0									
4	0									
5	0									



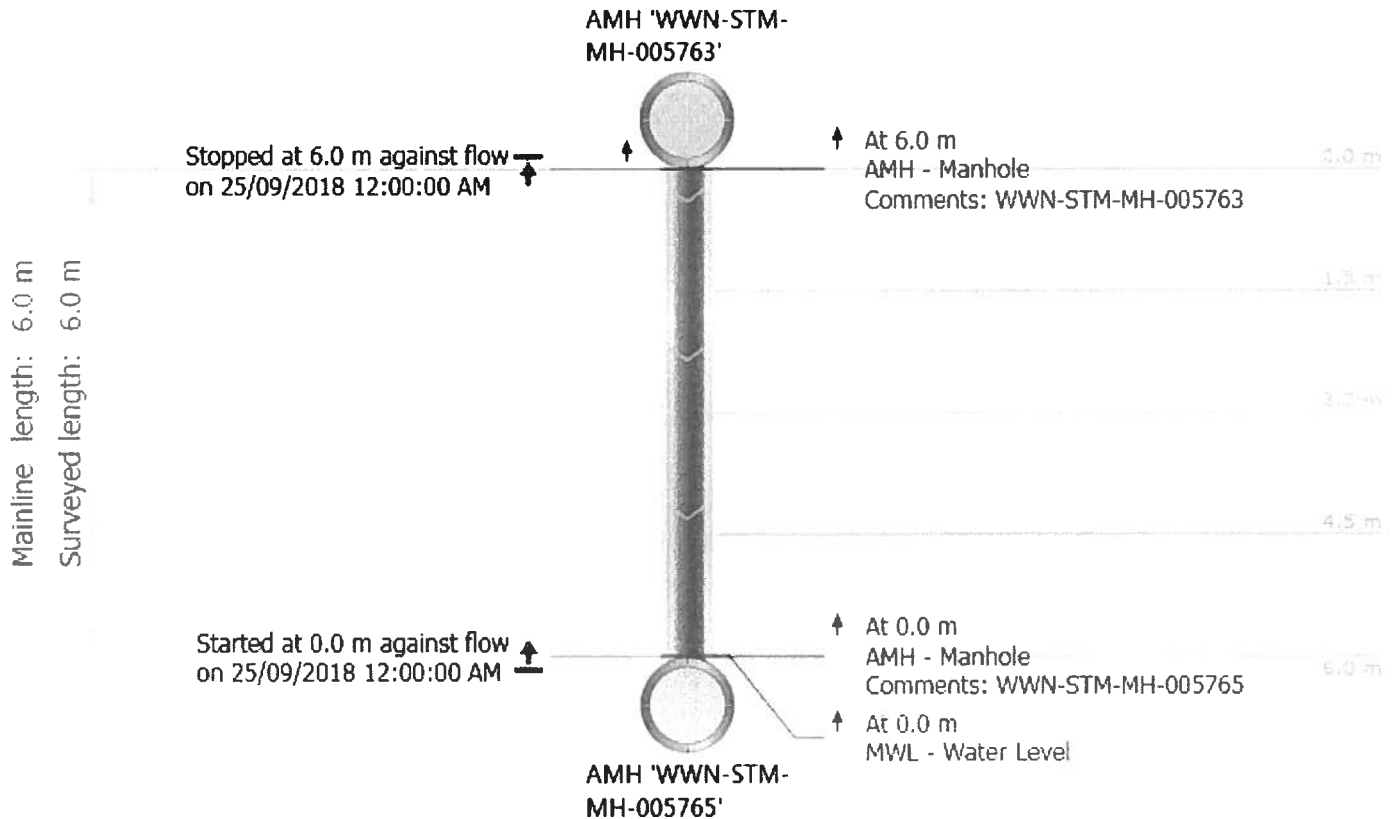
Main Inspections Pipe Run and Scoring

Project name: Charlotte St Oct 17 2018 IHV	Mainline ID: WWN-STM-00391	City: Saint John	Street: Charlotte St
Start date/time: 25/09/2018 12:00 AM	Direction: U	Weather: 1	Location code:
Shape: C	Material: CSU	Height: 450 mm	Width:

Scores

Calculated at: **14/02/2019 4:34:40 PM**

Grade	Structural:				O&M:				Overall:	
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
1	0	0	0000	0.00	0	0	0000	0.00	0	0.00
2	0				0					
3	0				0					
4	0				0					
5	0				0					



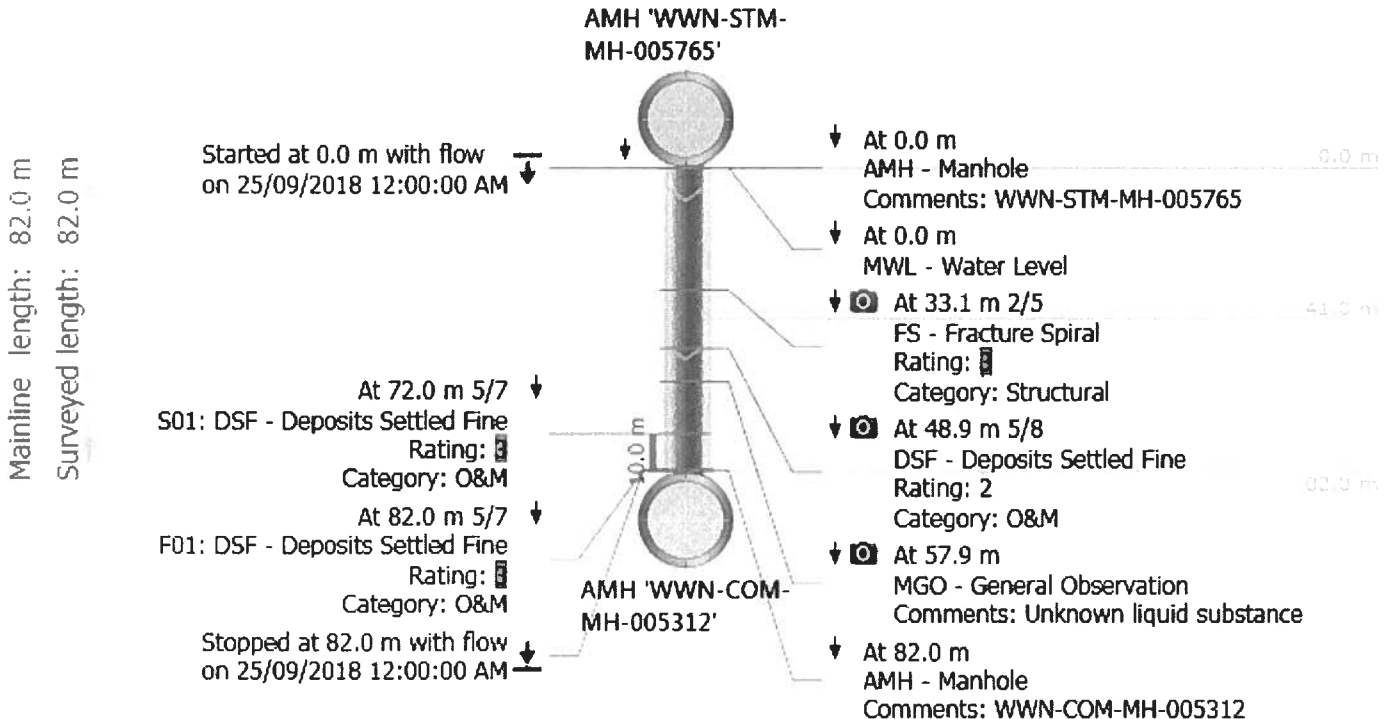
Main Inspections Pipe Run and Scoring

Project name: Charlotte St Oct 17 2018 IHV	Mainline ID: WWN-STM-00380	City: Saint John	Street: Charlotte St
Start date/time: 25/09/2018 12:00 AM	Direction: D	Weather: 1	Location code:
Shape: C	Material: CSU	Height: 450 mm	Width:

Scores

Calculated at: **14/02/2019 4:34:47 PM**

Grade	Structural:				O&M:				Overall:	
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
1	0	3	3100	3.00	0	23	3721	2.88	26	2.89
2	0				2					
3	3				21					
4	0				0					
5	0				0					



Main Inspections Pipe Run and Scoring

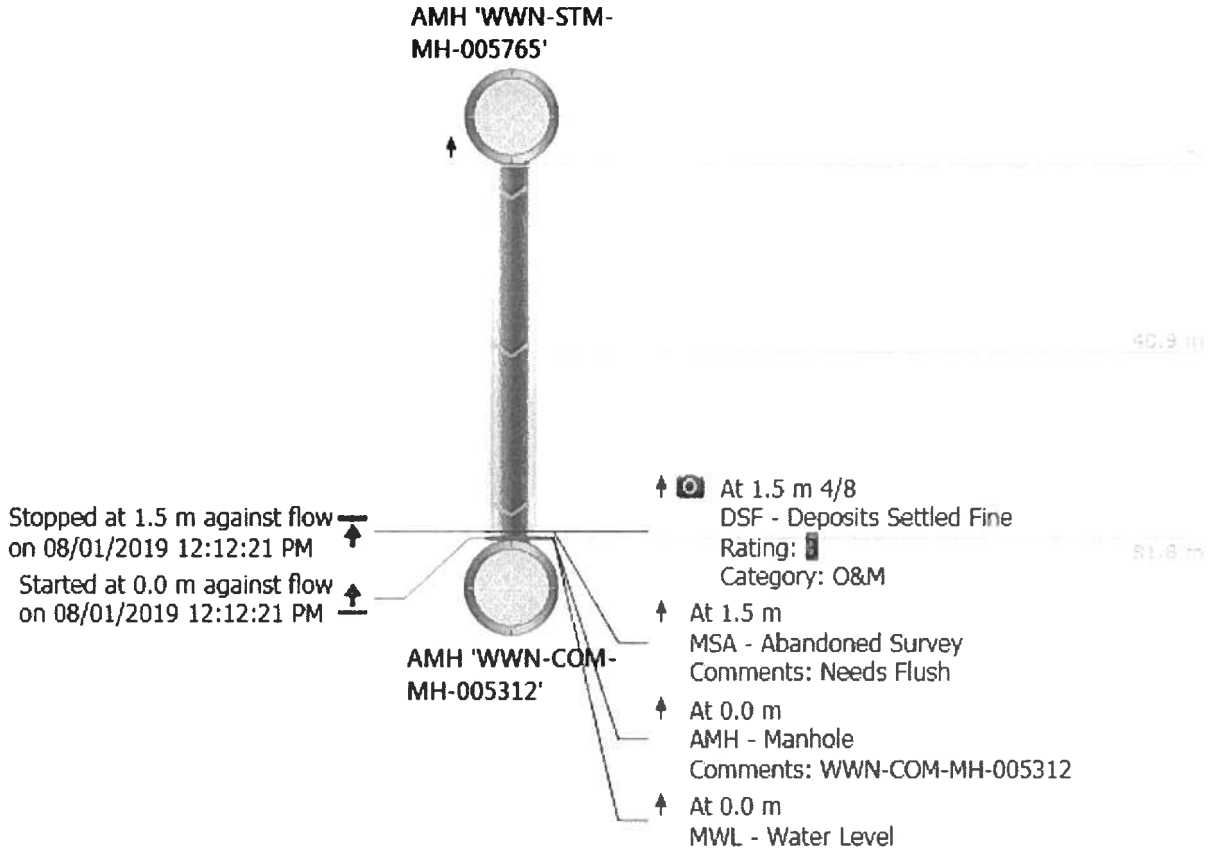
Project name: **Broad St Jan 18 2019 IHV** Mainline ID: **WWN-STM-00380** City: **Saint John** Street: **Broad St**
 Start date/time: **08/01/2019 12:12 PM** Direction: **U** Weather: **1** Location code:
 Shape: **C** Material: **CSU** Height: **450 mm** Width:

Scores

Calculated at: 14/02/2019 4:22:45 PM

Grade	Structural:				O&M:				Overall:	
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
1	0	0	0000	0.00	0	3	3100	3.00	3	3.00
2	0									
3	0									
4	0									
5	0									

Mainline length: 81.8 m
 Surveyed length: 1.5 m



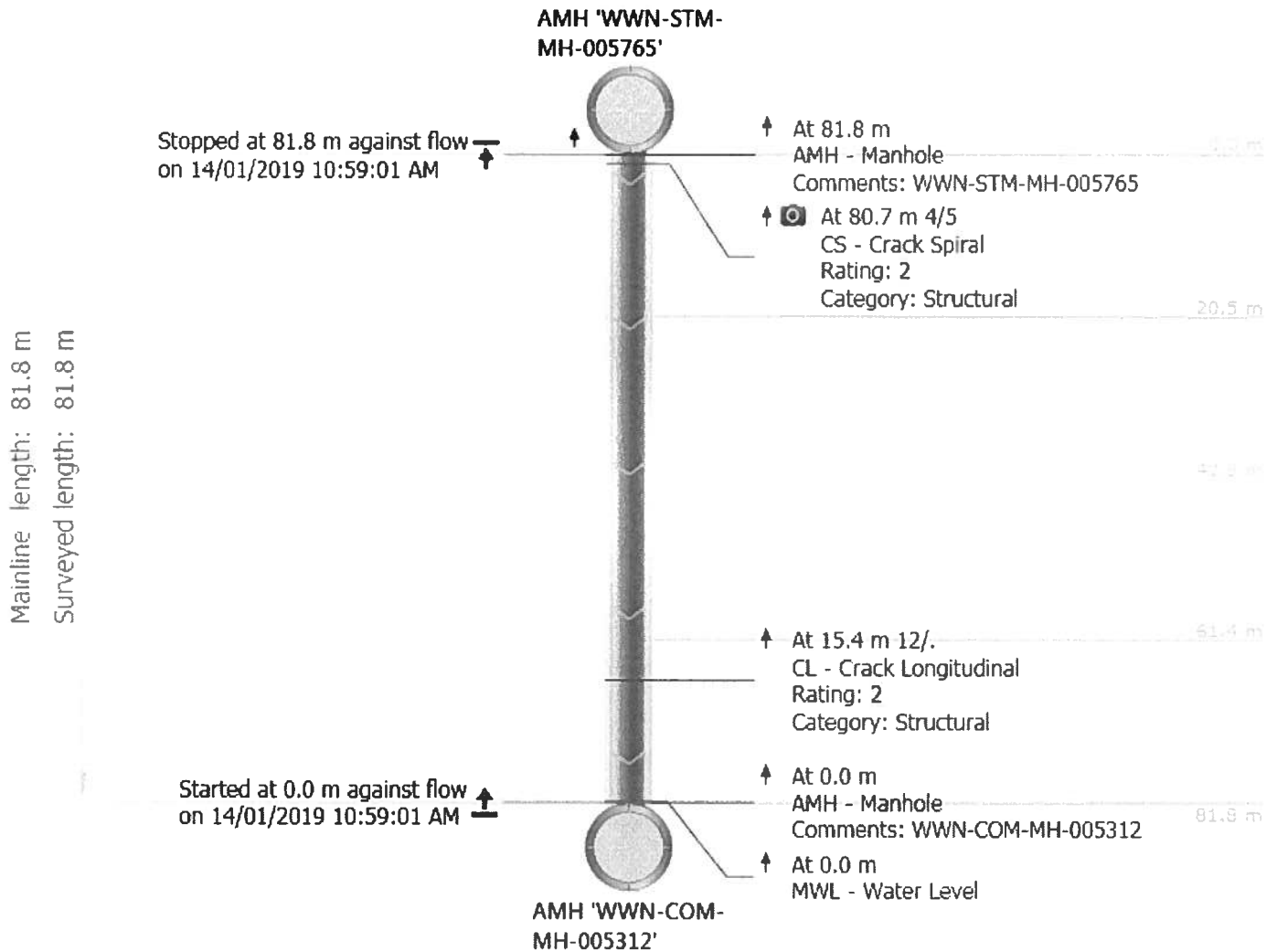
Main Inspections Pipe Run and Scoring

Project name: **Broad St Jan 18 2019 IHV** Mainline ID: **WWN-STM-00380** City: **Saint John** Street: **Broad St**
 Start date/time: **14/01/2019 10:59 AM** Direction: **U** Weather: **1** Location code:
 Shape: **C** Material: **CSU** Height: **450 mm** Width:

Scores

Calculated at: 14/02/2019 4:22:48 PM

Grade	Structural:			O&M:			Overall:			
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
1	0	4	2200	2.00	0	0	0000	0.00	4	2.00
2	4									
3	0									
4	0									
5	0									



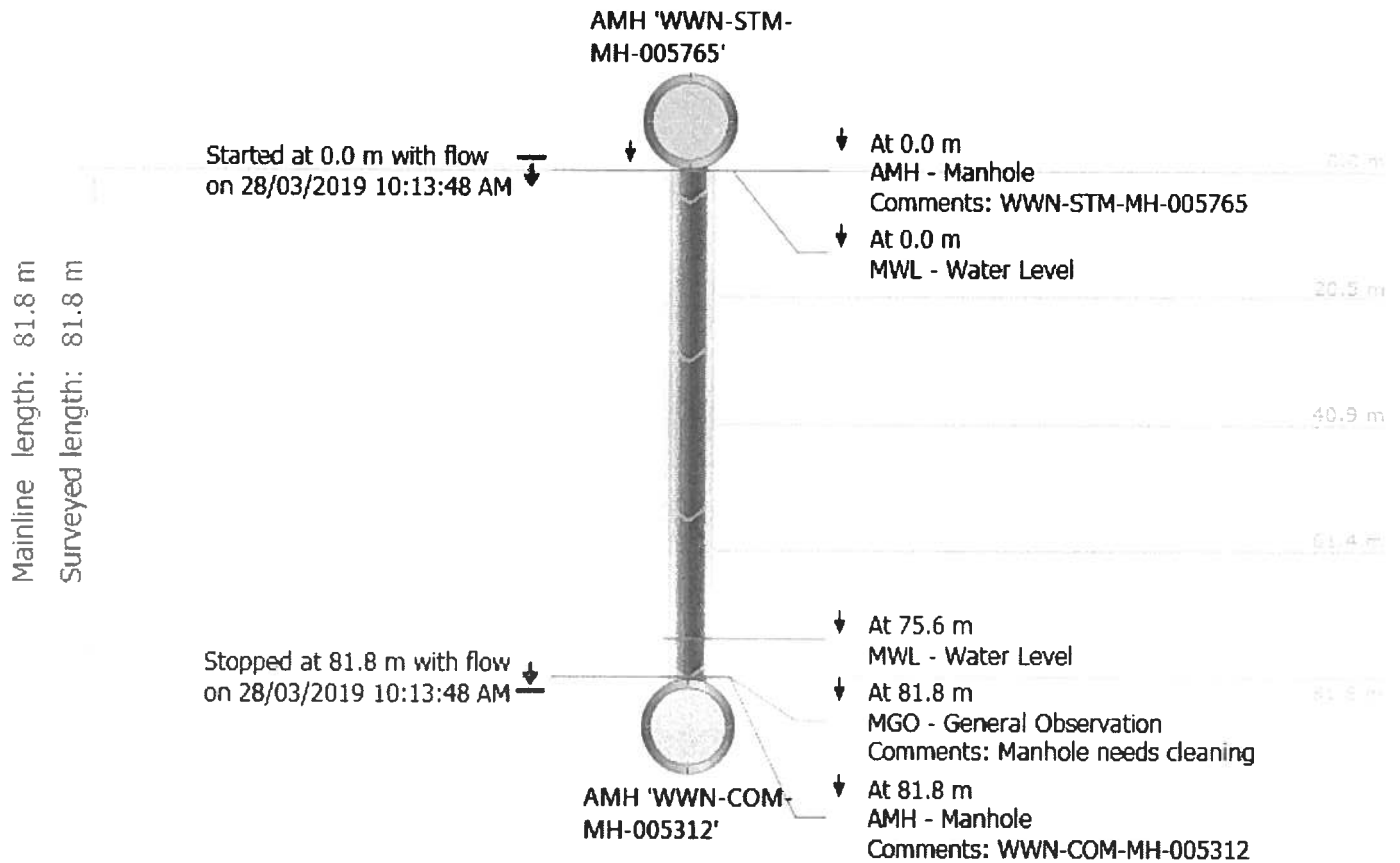
Main Inspections Pipe Run and Scoring

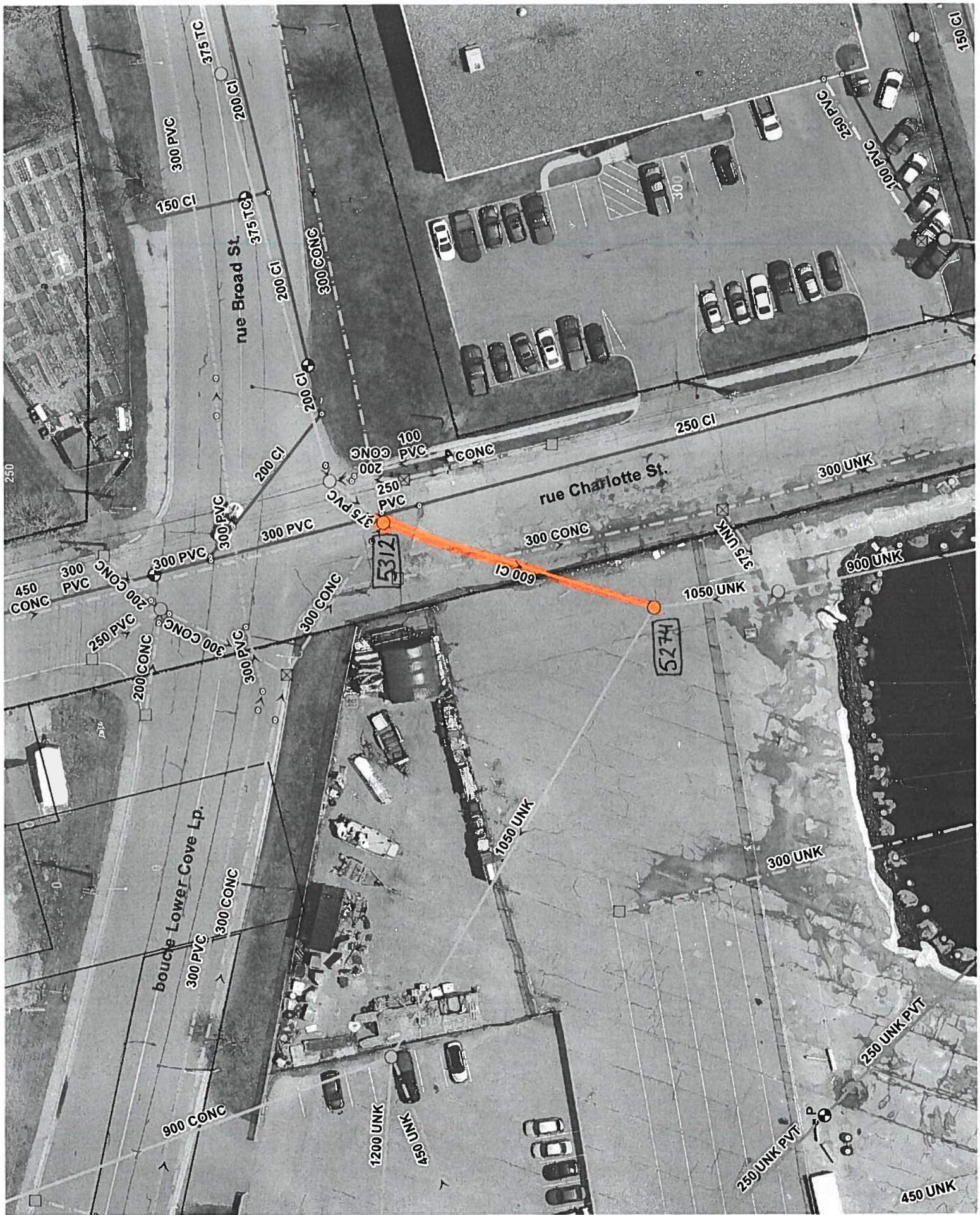
Project name: **Missed lines Apr 5 2019 IHV** Mainline ID: **WWN-STM-00380** City: **Saint John** Street: **Charlotte St**
 Start date/time: **28/03/2019 10:13 AM** Direction: **D** Weather: **1** Location code:
 Shape: **C** Material: **CSU** Height: **450 mm** Width:

Scores

Calculated at: **05/04/2019 1:41:11 PM**

Grade	Structural:				O&M:				Overall:	
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
1	0	0	0000	0.00	0	0	0000	0.00	0	0.00
2	0									
3	0									
4	0									
5	0									





375 TC
200 CI
300 PVC
150 CI
rue Broad St.
375 TC
200 CI
300 CONG

rue Charlotte St.

boucle Lower Cove Lp.
300 PVC
300 CONG

900 CONG

1200 UNK
450 UNK

250 UNK PVT
450 UNK

5312

5274

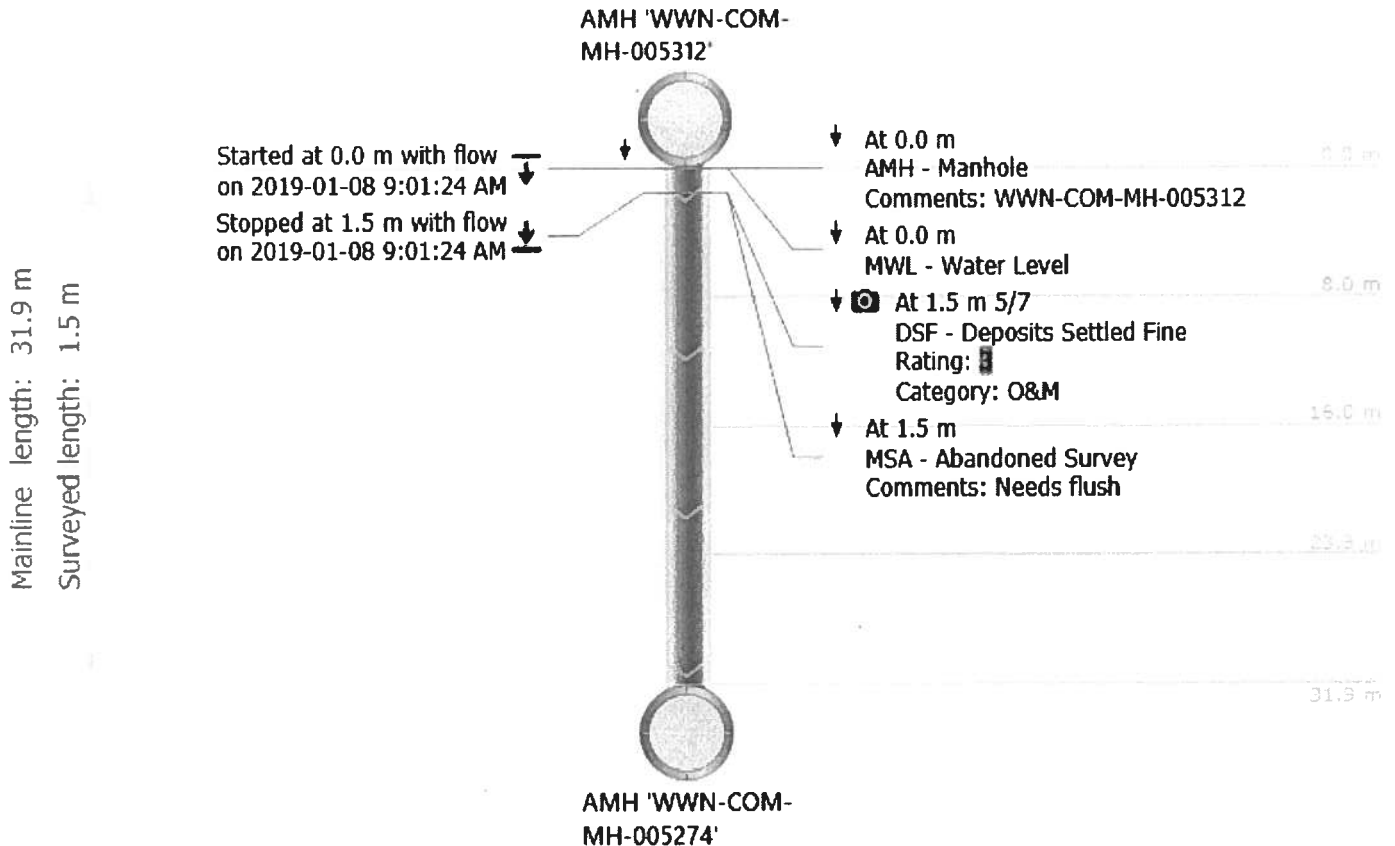
Main Inspections Pipe Run and Scoring

Project name: Broad St Jan 18 2019 IHV	Mainline ID: WWN-COM-00361	City: Saint John	Street: Broad St
Start date/time: 2019-01-08 9:01 AM	Direction: D	Weather: 1	Location code:
Shape: C	Material: CAS	Height: 600 mm	Width:

Scores

Calculated at: **2019-02-14 4:22:41 PM**

Grade	Structural:				O&M:				Overall:	
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
1	0	0	0000	0.00	0	3	3100	3.00	3	3.00
2	0									
3	0									
4	0									
5	0									



Main Inspections Pipe Run and Scoring

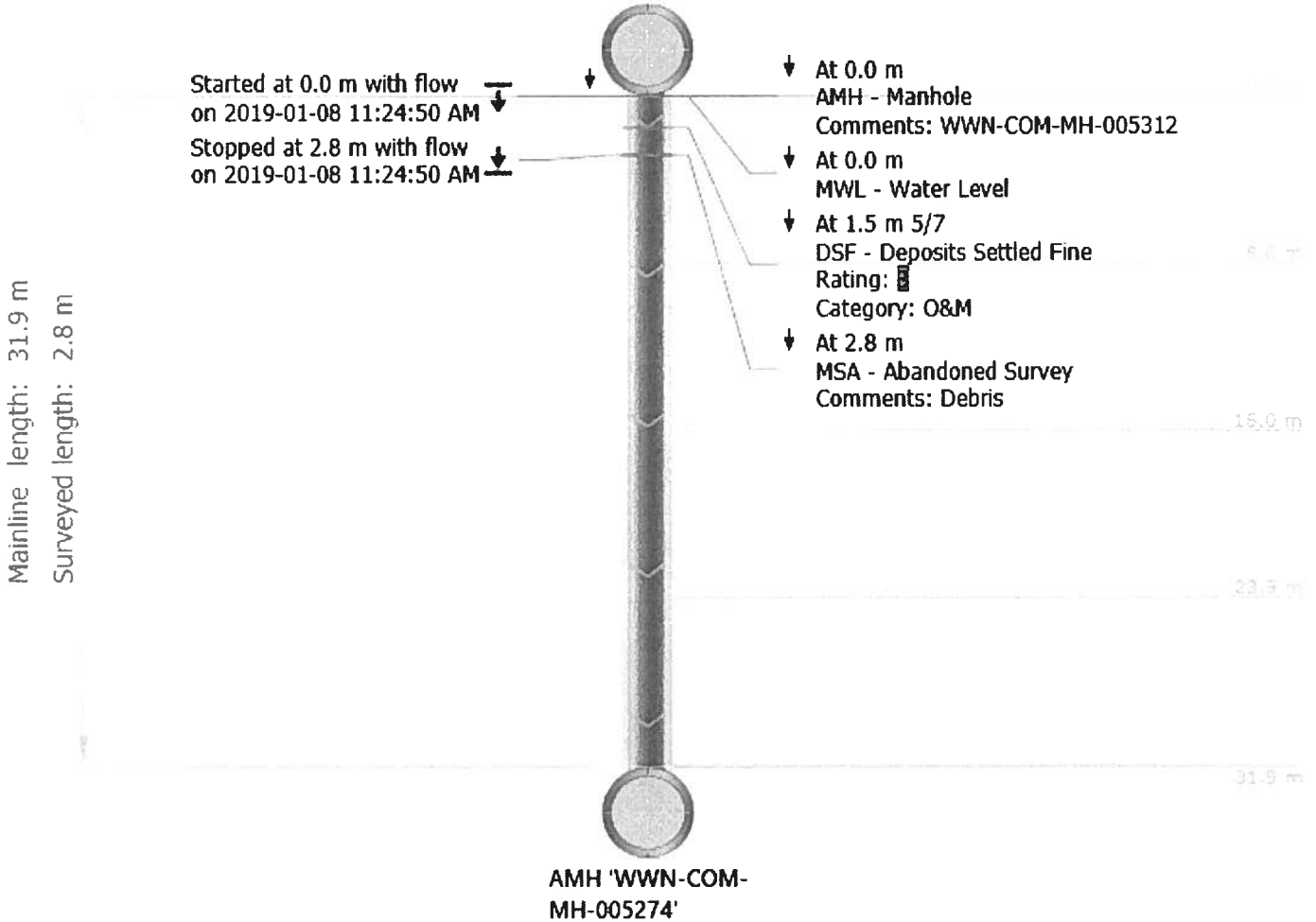
Project name:	Mainline ID:	City:	Street:
Broad St Jan 18 2019 IHV	WWN-COM-00361	Saint John	Broad St
Start date/time:	Direction:	Weather:	Location code:
2019-01-08 11:24 AM	D	1	
Shape:	Material:	Height:	Width:
C	CAS	600 mm	

Scores

Calculated at: **2019-02-14 4:22:45 PM**

Grade	Structural:				O&M:				Overall:	
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
1	0	0	0000	0.00	0	3	3100	3.00	3	3.00
2	0									
3	0									
4	0									
5	0									

AMH 'WWN-COM-MH-005312'



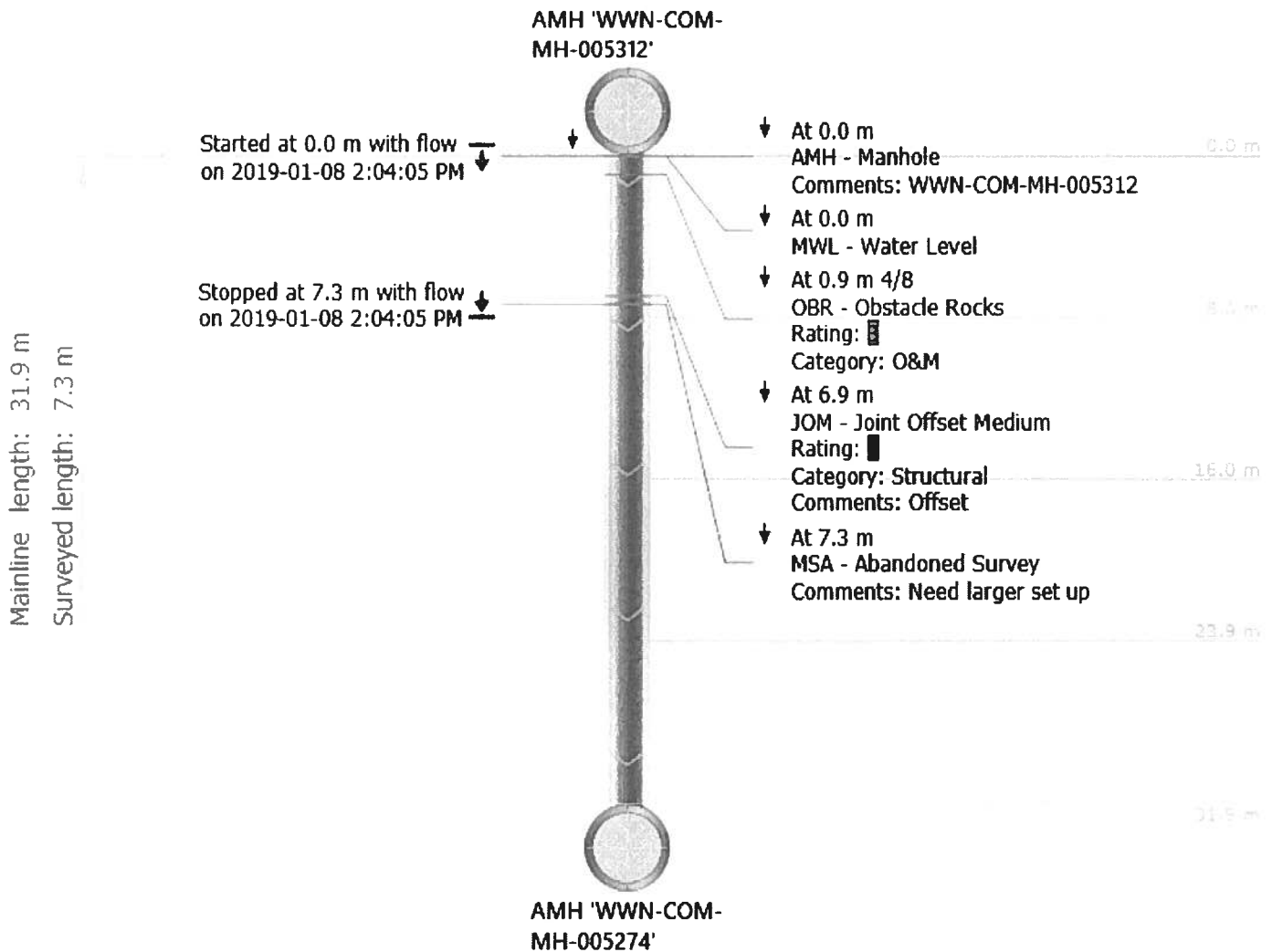
Main Inspections Pipe Run and Scoring

Project name: Broad St Jan 18 2019 IHV	Mainline ID: WWN-COM-00361	City: Saint John	Street: Broad St
Start date/time: 2019-01-08 2:04 PM	Direction: D	Weather: 1	Location code:
Shape: C	Material: CAS	Height: 600 mm	Width:

Scores

Calculated at: **2019-02-14 4:22:38 PM**

Grade	Structural:				O&M:				Overall:	
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
1	1	1	1100	1.00	0	3	3100	3.00	4	2.00
2	0									
3	0									
4	0									
5	0									



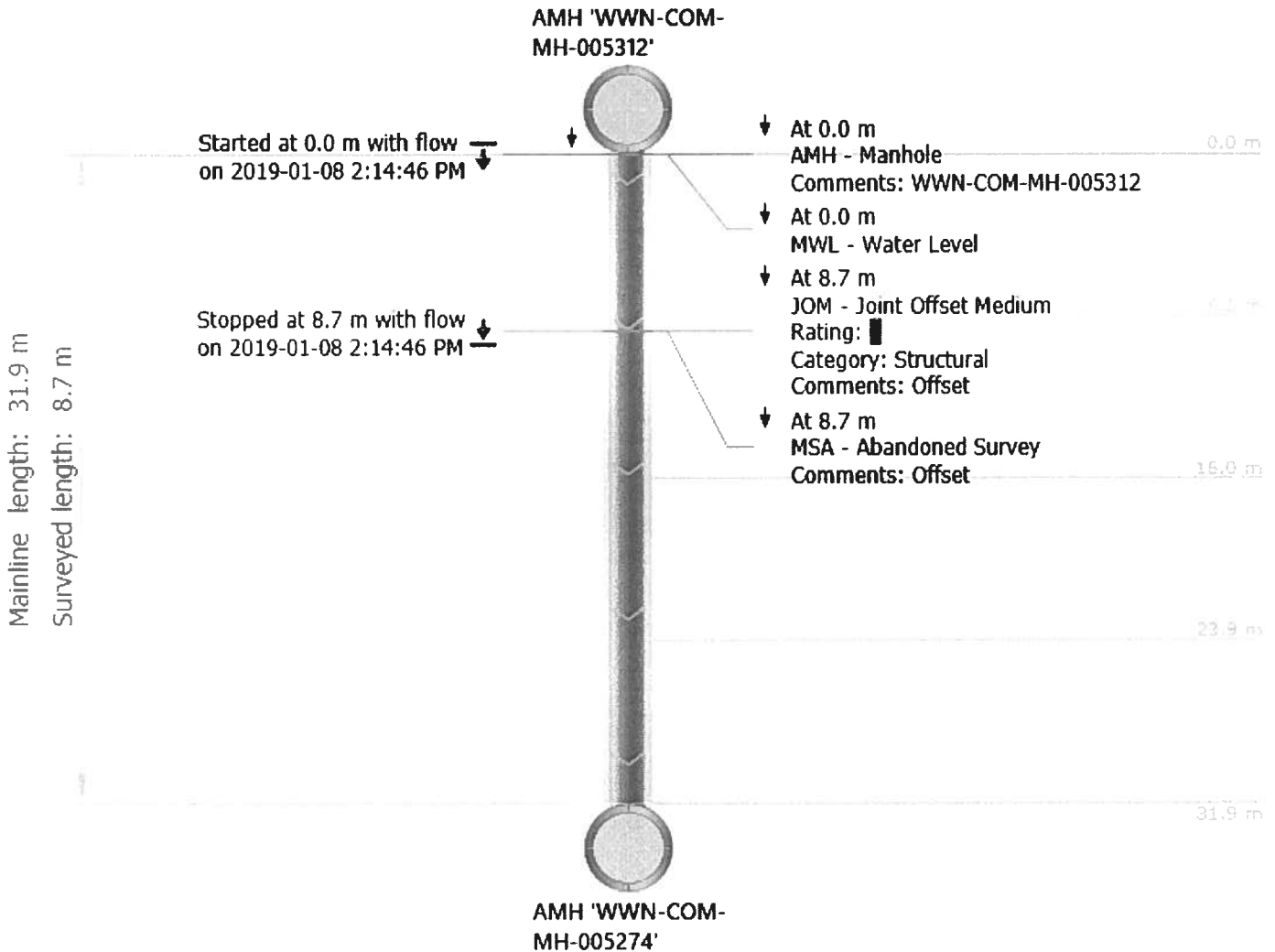
Main Inspections Pipe Run and Scoring

Project name: Broad St Jan 18 2019 IHV	Mainline ID: WWN-COM-00361	City: Saint John	Street: Broad St
Start date/time: 2019-01-08 2:14 PM	Direction: D	Weather: 1	Location code:
Shape: C	Material: CAS	Height: 600 mm	Width:

Scores

Calculated at: 2019-02-14 4:22:48 PM

Grade	Structural:				O&M:				Overall:	
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
1	1	1	1100	1.00	0	0	0000	0.00	1	1.00
2	0				0					
3	0				0					
4	0				0					
5	0				0					



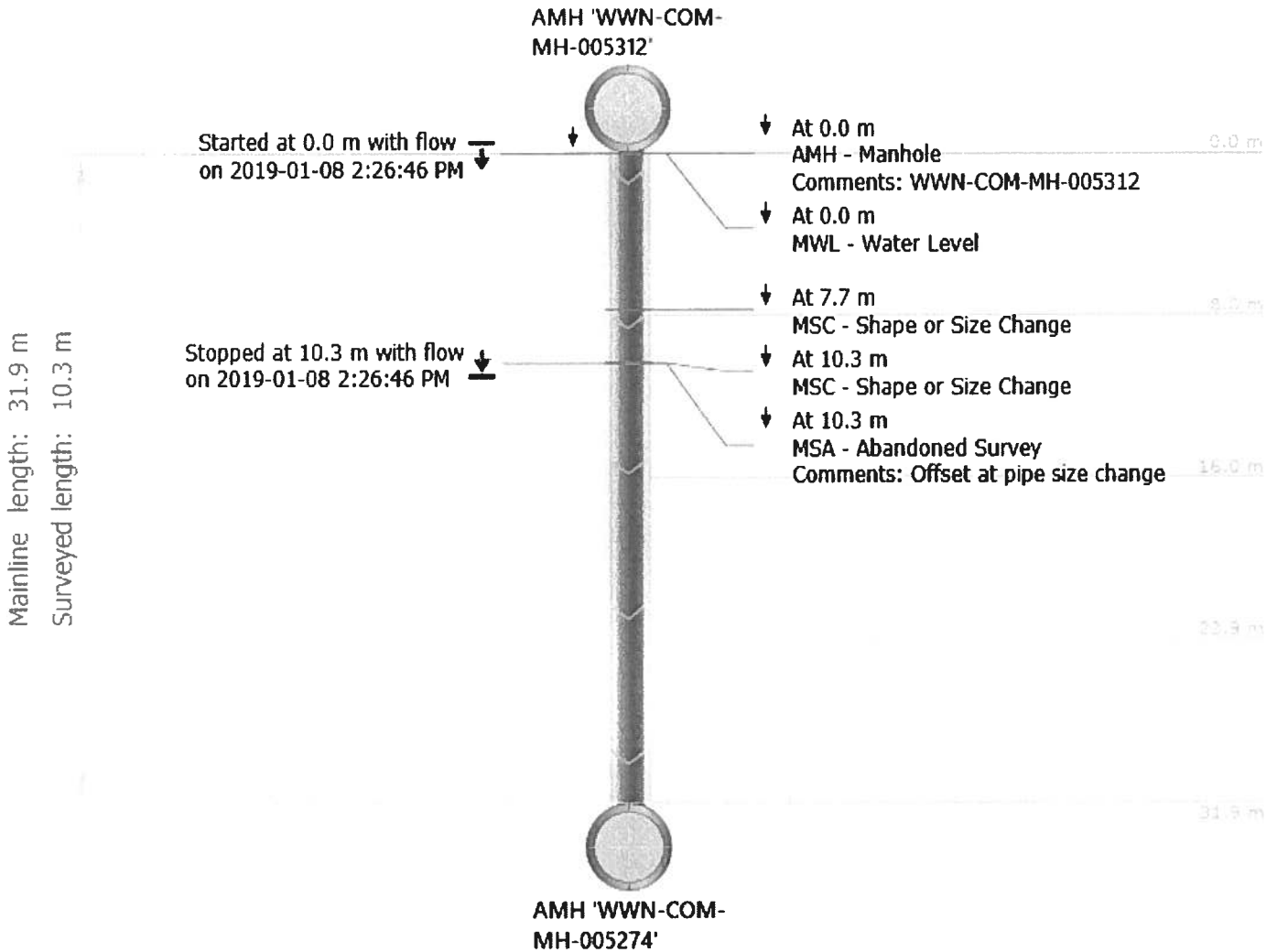
Main Inspections Pipe Run and Scoring

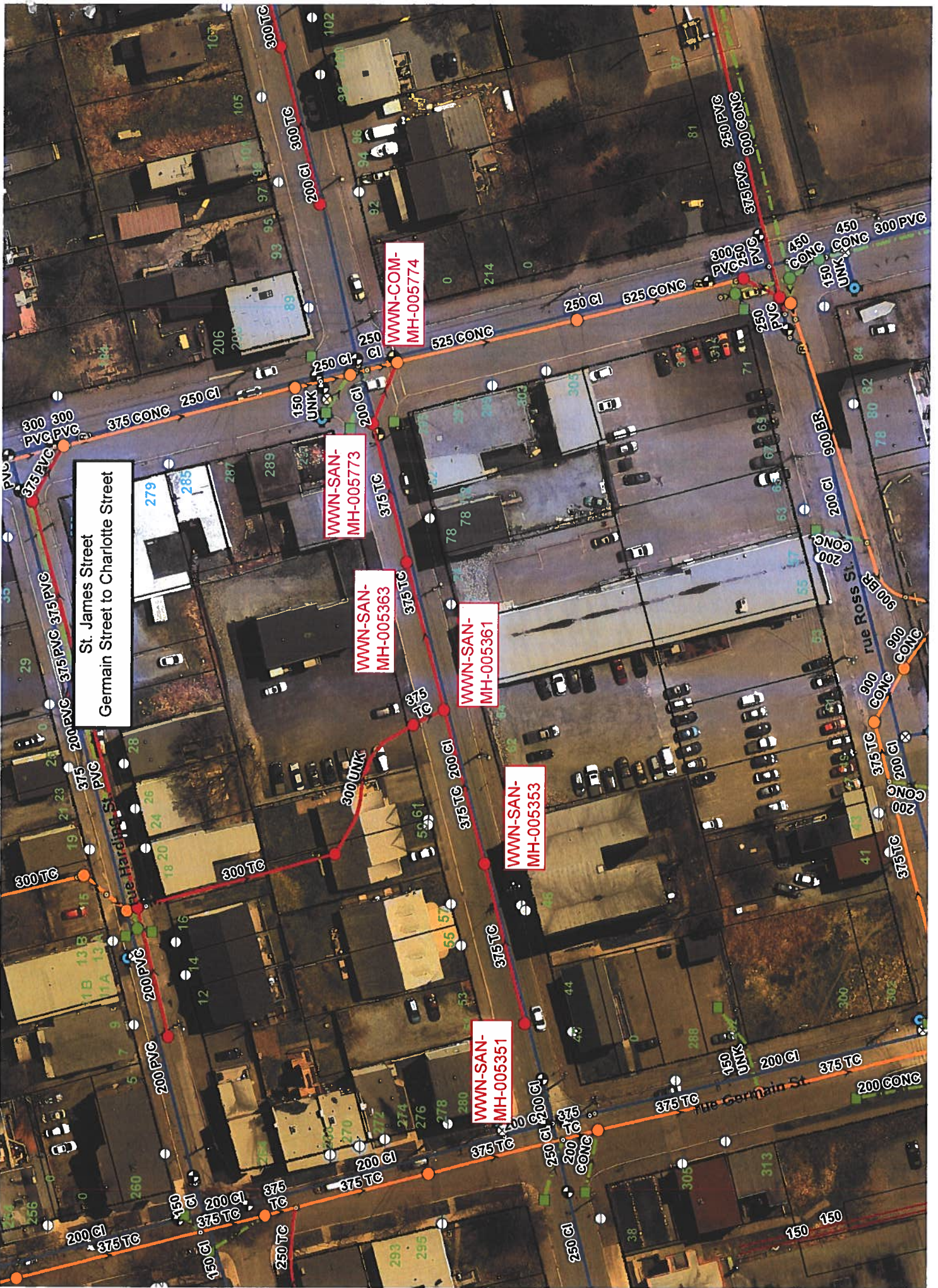
Project name: Broad St Jan 18 2019 IHV	Mainline ID: WWN-COM-00361	City: Saint John	Street: Broad St
Start date/time: 2019-01-08 2:26 PM	Direction: D	Weather: 1	Location code:
Shape: C	Material: CAS	Height: 600 mm	Width:

Scores

Calculated at: 2019-02-14 4:22:49 PM

Grade	Structural:				O&M:				Overall:	
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
1	0	0	0000	0.00	0	0	0000	0.00	0	0.00
2	0									
3	0									
4	0									
5	0									





St. James Street
Germain Street to Charlotte Street

WWN-COM-
MH-005774

WWN-SAN-
MH-005773

WWN-SAN-
MH-005363

WWN-SAN-
MH-005361

WWN-SAN-
MH-005353

WWN-SAN-
MH-005351

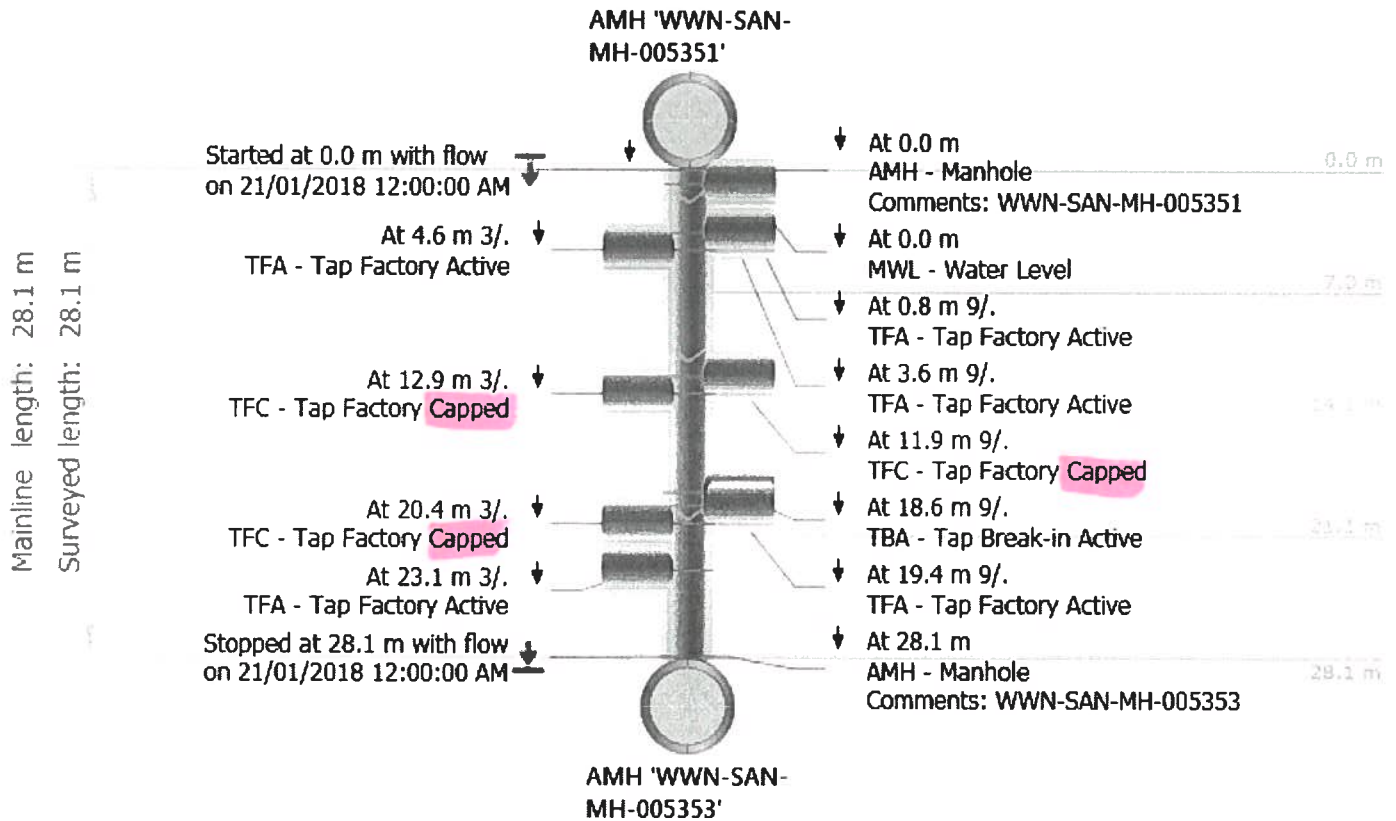
Main Inspections Pipe Run and Scoring

Project name: St James St Feb 2 2018 Raytek	Mainline ID: WWN-SAN-00383	City: Saint John	Street: St James St <i>Germain to Charlotte</i>
Start date/time: 21/01/2018 12:00 AM	Direction: D	Weather: 1	Location code:
Shape: C	Material: VCP	Height: 375 mm	Width:

Scores

Calculated at: **14/02/2019 4:40:04 PM**

Grade	Structural:				O&M:				Overall:	
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
1	0	0	0000	0.00	0	0	0000	0.00	0	0.00
2	0									
3	0									
4	0									
5	0									



Main Inspections Pipe Run and Scoring

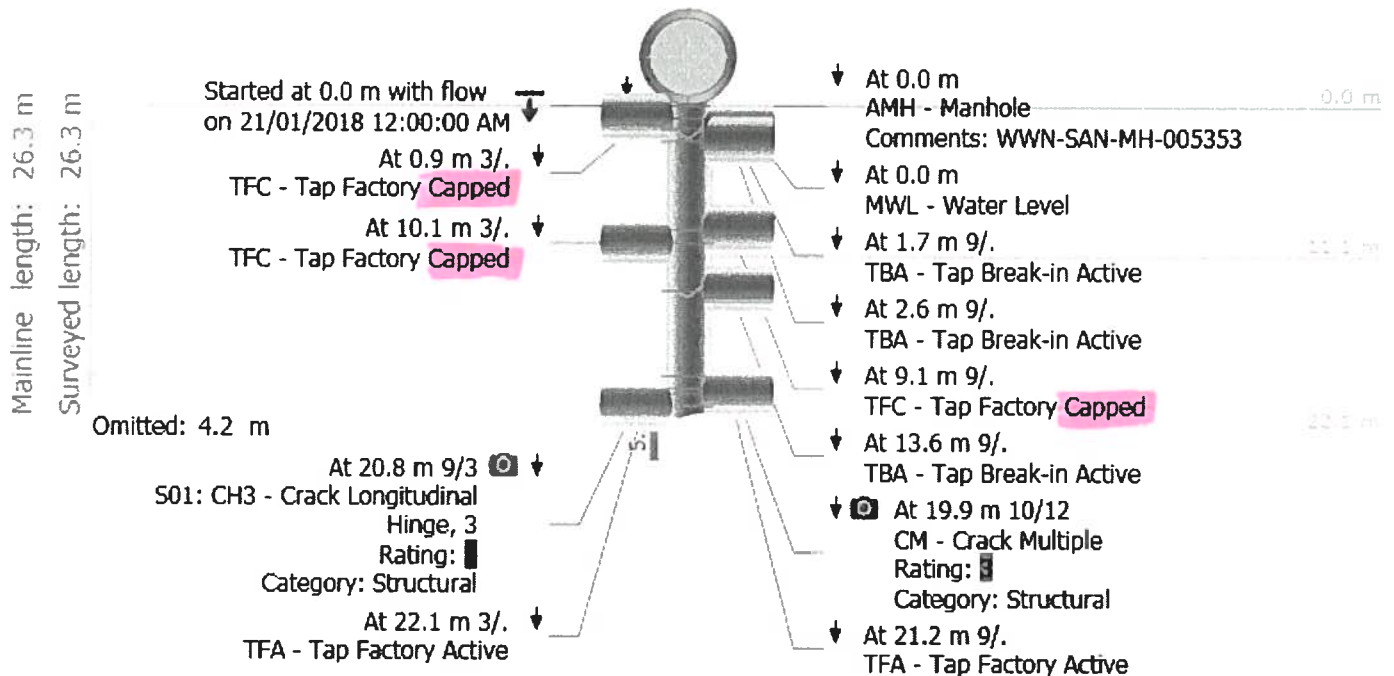
Project name: St James St Feb 2 2018 Raytek	Mainline ID: WWN-SAN-00388	City: Saint John	Street: St James St
Start date/time: 21/01/2018 12:00 AM	Direction: D	Weather: 1	Location code:
Shape: C	Material: VCP	Height: 375 mm	Width:

Scores

Calculated at: **14/02/2019 4:40:05 PM**

Grade	Structural:				O&M:				Overall:	
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
1	0	18	5331	4.50	0	0	0000	0.00	18	4.50
2	0									
3	3									
4	0									
5	15									

AMH 'WWN-SAN-MH-005353'



Project name:
St James St Feb 2 2018
Raytek

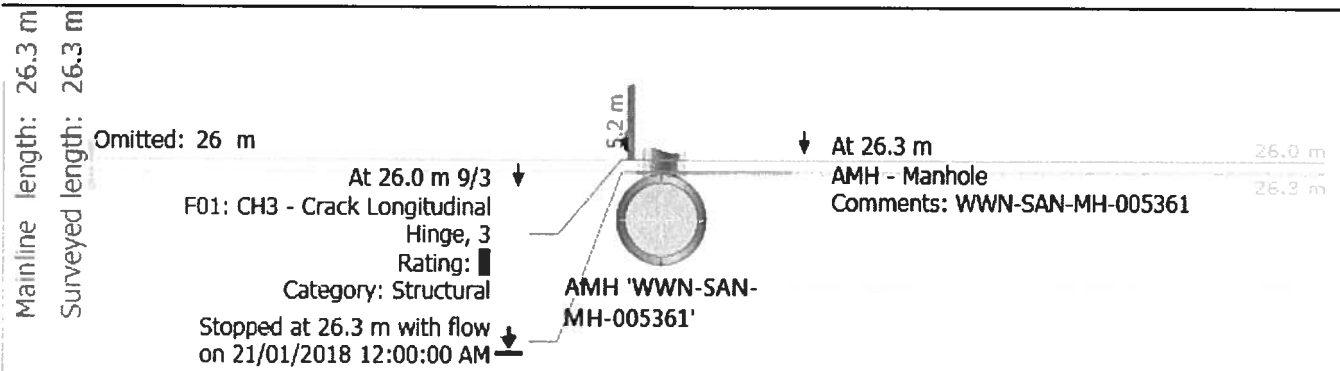
Mainline ID:
WWN-SAN-00388

Start date/time:
21/01/2018 12:00 AM

Direction:
D

Weather:

1



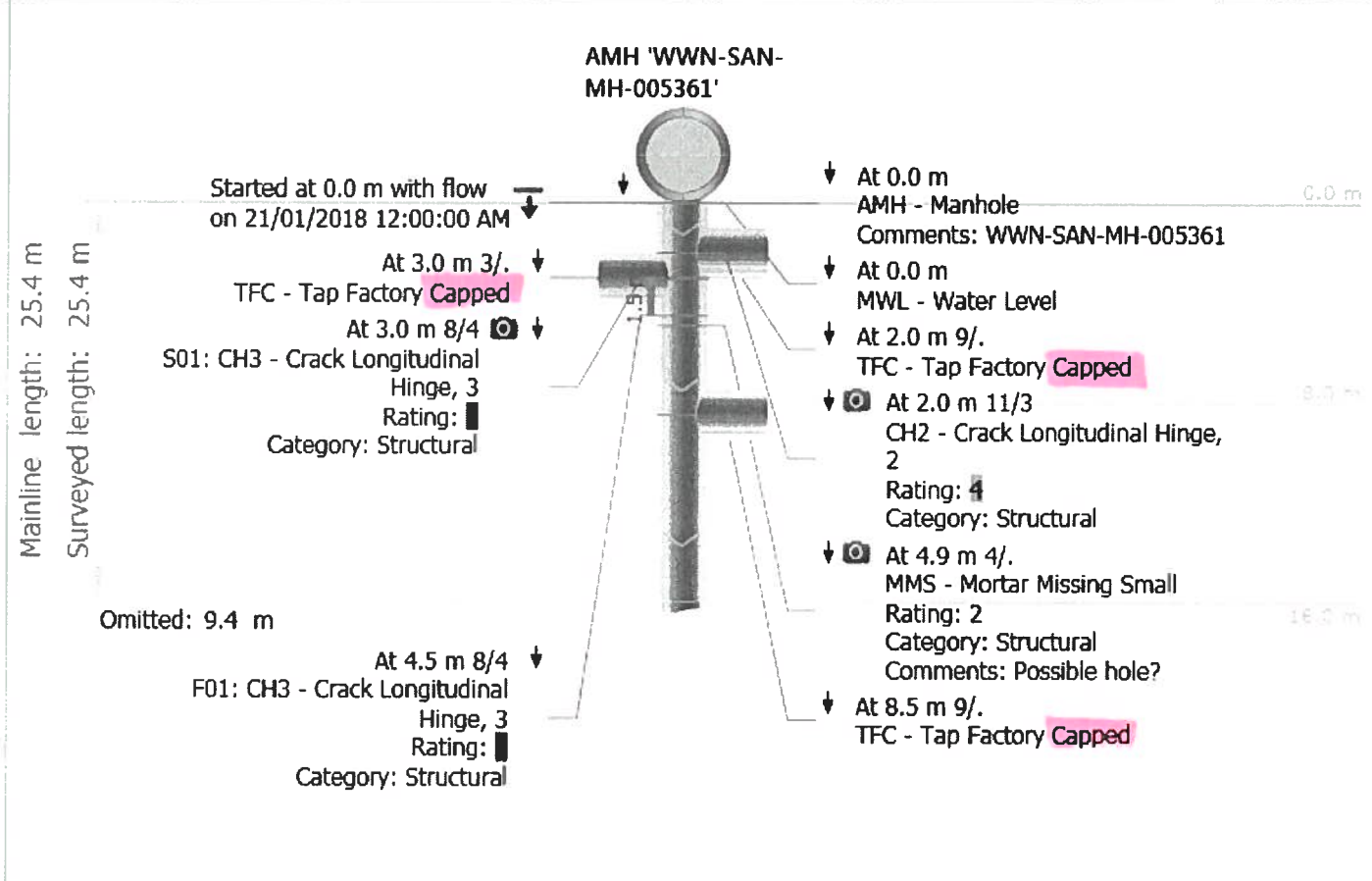
Main Inspections Pipe Run and Scoring

Project name: St James St Feb 2 2018 Raytek	Mainline ID: WWN-SAN-00396	City: Saint John	Street: St James St
Start date/time: 21/01/2018 12:00 AM	Direction: D	Weather: 1	Location code:
Shape: C	Material: VCP	Height: 375 mm	Width:

Scores

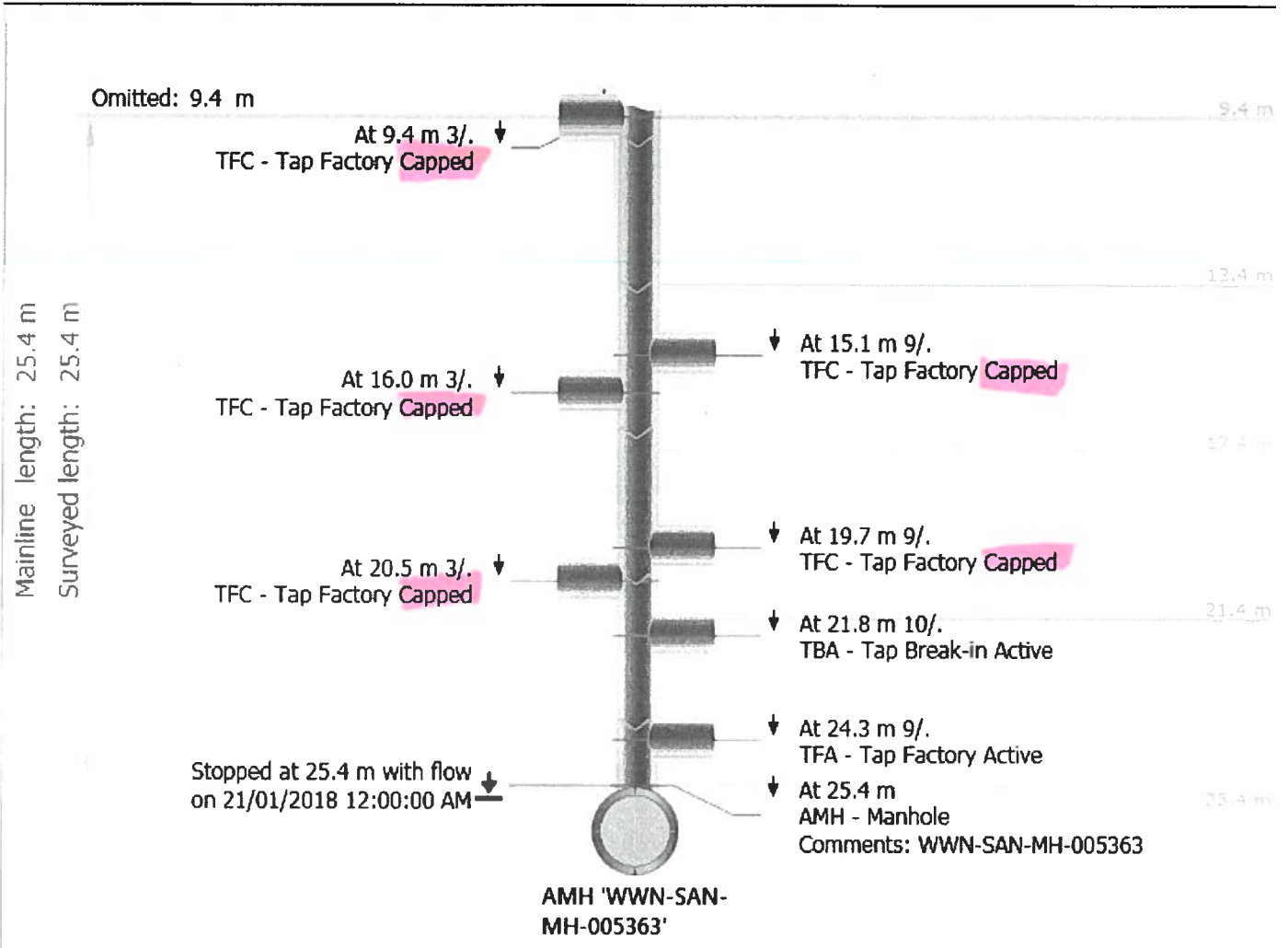
Calculated at: **14/02/2019 4:40:10 PM**

Grade	Structural:				O&M:				Overall:	
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
1	0	11	5141	3.67	0	0	0000	0.00	11	3.67
2	2									
3	0									
4	4									
5	5									



Weather:

1



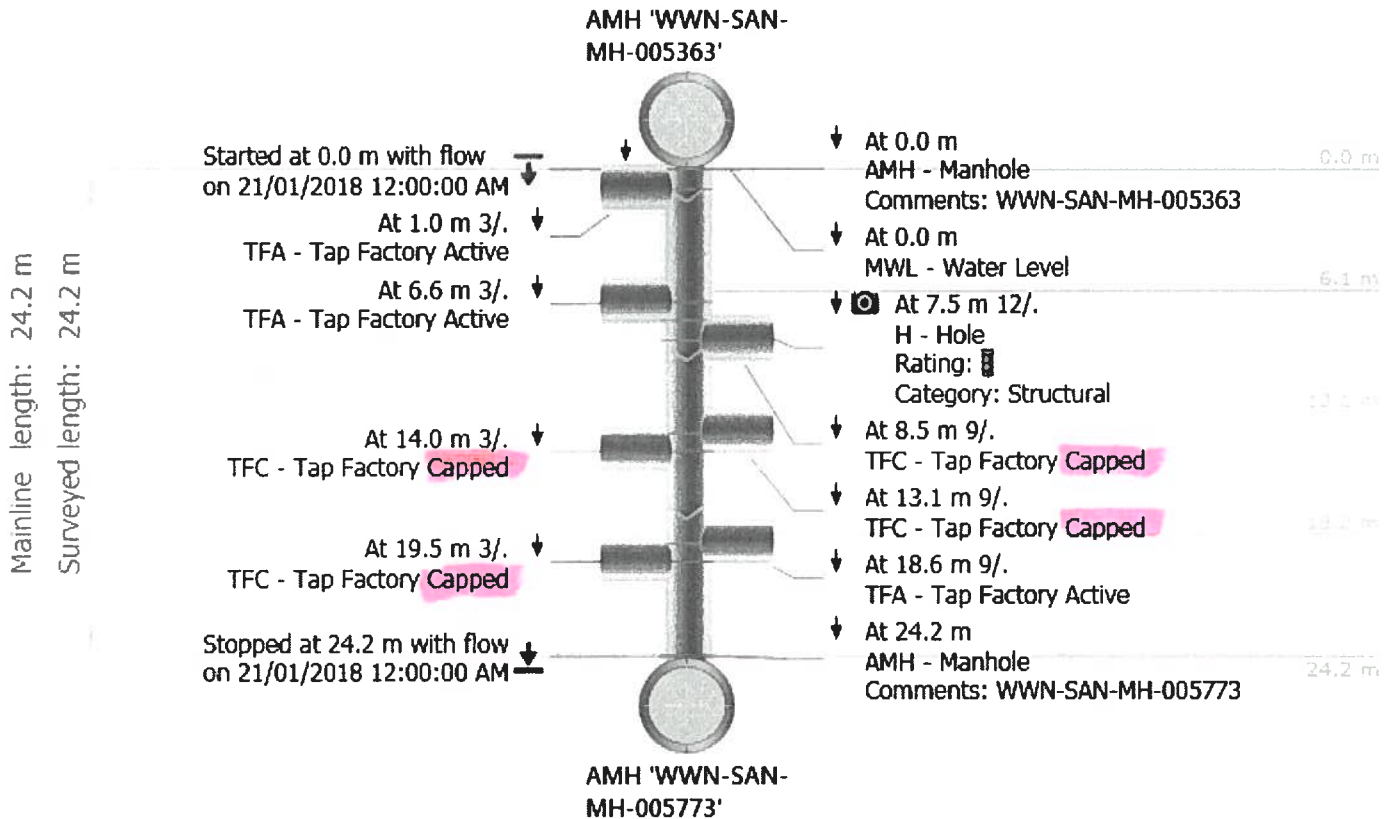
Main Inspections Pipe Run and Scoring

Project name: St James St Feb 2 2018 Raytek	Mainline ID: WWN-SAN-00394	City: Saint John	Street: St James St
Start date/time: 21/01/2018 12:00 AM	Direction: D	Weather: 1	Location code:
Shape: C	Material: VCP	Height: 375 mm	Width:

Scores

Calculated at: 14/02/2019 4:40:08 PM

Grade	Structural:				O&M:				Overall:	
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
1	0	3	3100	3.00	0	0	0000	0.00	3	3.00
2	0				0					
3	3				0					
4	0				0					
5	0				0					



Main Inspections Pipe Run and Scoring

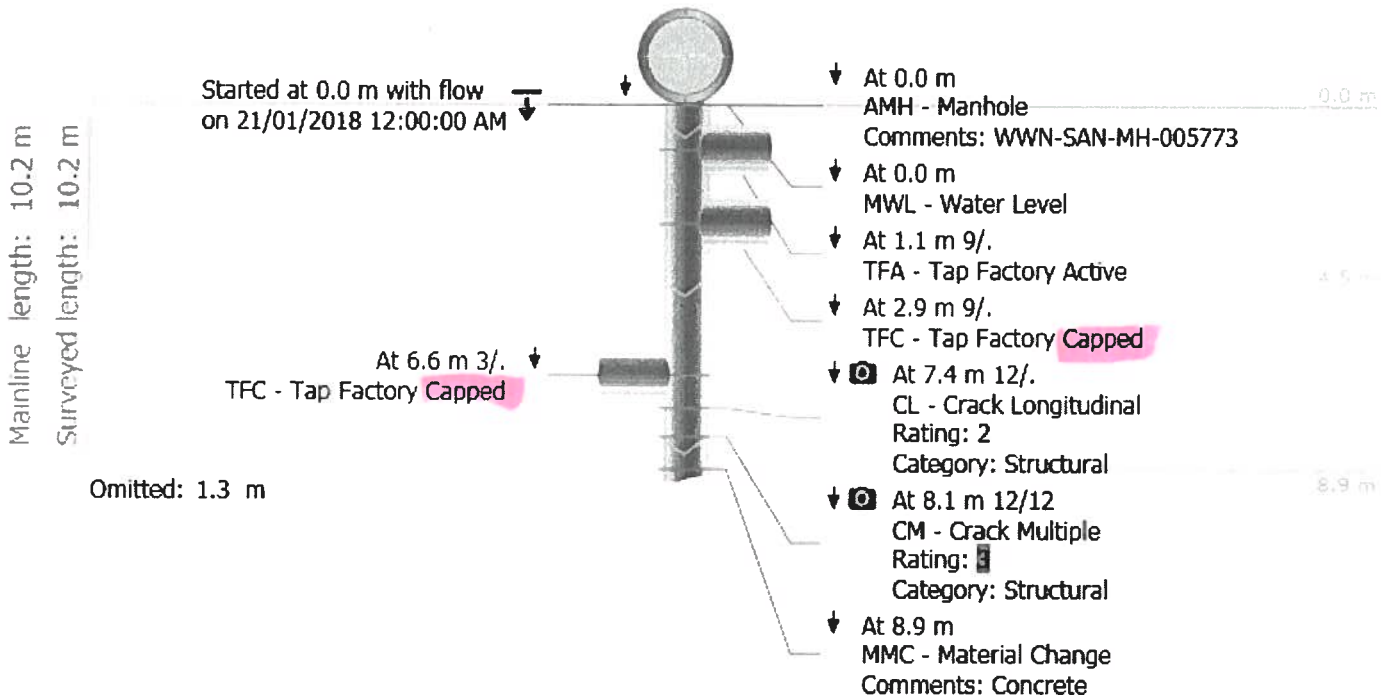
Project name: St James St Feb 2 2018 Raytek	Mainline ID: WWN-SAN-00304	City: Saint John	Street: St James St
Start date/time: 21/01/2018 12:00 AM	Direction: D	Weather: 1	Location code:
Shape: C	Material: VCP	Height: 375 mm	Width:

Scores

Calculated at: 14/02/2019 4:40:11 PM

Grade	Structural:				O&M:				Overall:	
	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Segment Grade	Pipe Rating	Quick Rating	Pipe Rating Index	Pipe Rating	Pipe Rating Index
1	0	5	3121	2.50	0	0	0000	0.00	5	2.50
2	2				0					
3	3				0					
4	0				0					
5	0				0					

AMH 'WWN-SAN-MH-005773'



Project name:
St James St Feb 2 2018
Raytek

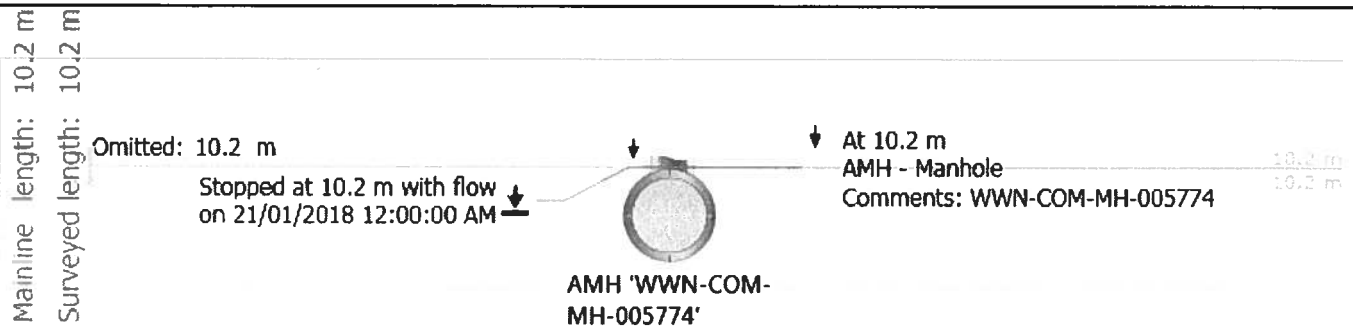
Mainline ID:
WWN-SAN-00304

Start date/time:
21/01/2018 12:00 AM

Direction:
D

Weather:

1



THIS **CONSULTING ENGINEERING AGREEMENT** made in triplicate this _____ day of February, 2022 (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 -

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

OF THE SECOND PART

WHEREAS, the City issued a Request for Proposal 2021-091009P Engineering Services – Charlotte Street (St. James Street to Lower Cove Loop) and St. James Street (Germain Street to Charlotte Street) – Street Reconstruction [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 January XX, 2022 [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: Charlotte Street (St. James Street to Lower Cove Loop) and St. James Street (Germain Street to Charlotte Street) – Street Reconstruction;

WHEREAS, the Common Council on February XX, 2022 resolved that:

The proposal from **CONSULTANT**, for engineering design and construction management services for the Charlotte Street (St. James Street to Lower Cove Loop) and St. James Street (Germain Street to Charlotte Street) – Street

Reconstruction project in the amount of \$XXX,XXX.XX 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 **CONSULTANT** 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 Charlotte Street (St. James Street to Lower Cove Loop) and St. James Street (Germain Street to Charlotte Street) – Street Reconstruction project;

1(12) **Proposal** means the proposal submitted by the Consultant entitled Engineering Services – Charlotte Street (St. James Street to Lower Cove Loop) and St. James Street (Germain Street to Charlotte Street) – Street Reconstruction (Proposal # 2021-091009P);

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:

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

Telephone: 506-658-4455

CONSULTANT:

CONSULTANT
ADDRESS
CITY, PROVINCE
POSTAL CODE

Telephone: XXX-XXX-XXXX

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 Charlotte Street (St. James Street to Lower Cove Loop) and St. James Street (Germain Street to Charlotte Street) – Street Reconstruction project.

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)

PROVINCE OF NEW BRUNSWICK

I, **CONSULTANT'S NAME**, of the City of **CITY** and Province of **PROVINCE**,
MAKE OATH AND SAY:

1. That I am the **POSITION** of **CONSULTANT**, 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 **CONSULTANT**, is the corporate seal of **CONSULTANT**, 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 "**CONSULTANT'S NAME**", is my signature, and as the **POSITION** of **CONSULTANT**, I am duly authorized to execute the said instrument.

4. THAT the said document was executed as aforesaid at the City of **CITY** in the Province of **PROVINCE** on the ____ day of February, 2022.

SWORN TO before me at)
the City of **CITY**, in the)
Province of **PROVINCE**)
the ____ day of February, 2022)
)
)
)
)
_____)
Commissioner of Oaths,)
)

CONSULTANT'S NAME



SAINT JOHN

COVID-19 Vaccine or Test Policy

Subject: COVID-19 Vaccine and Test Policy, Version 2	Category: Policy
Policy No.:	M&C Report No.: 2021-248
Effective Date: December 8, 2021	Next Review Date: TBD
Area(s) this policy applies to: All Employees/ Council Members attending City Workplaces	Office Responsible for Review of this Policy: Human Resources
Related Instruments:	Policy Sponsor: City Manager
	Document Pages: 7

Revision History:

City Clerk's Annotation for Official Record

I certify that the Vaccine or Test Policy Statement was adopted by resolution of Common Council on September 7, 2021

I certify that the Vaccine or Test Policy was approved by the City Manager on September 13, 2021

Sep 16, 2021

Contact: Human Resources
Telephone: 506-658-2866
Email: humanresources@saintjohn.ca

1.0 POLICY STATEMENT

In the context of the COVID-19 pandemic, the City of Saint John will adopt a Vaccine or Test policy requiring that employees and members of Common Council who attend the workplace either show proof of full vaccination, or wear masks and regularly undergo COVID-19 testing.

2.0 PURPOSE AND GENERAL REQUIREMENT

The City of Saint John must provide a safe work environment. Implementing this policy helps protect employees, members of Common Council, third parties who work at City buildings and, generally, the community we serve from infection, serious illness, hospitalization and death associated with the COVID-19 pandemic.

Employees and members of Common Council who attend the workplace shall either provide proof of full vaccination or wear a mask and regularly undergo COVID-19 testing. Participation in the Vaccine or Test program is mandatory. The program shall remain in force pending advice to Council by the City Manager that it is no longer required, and the subsequent rescinding of the policy statement by Council.

3.0 CONTEXT AND SCOPE

Federal and Provincial Governments and Public Health have urged all eligible residents to receive the COVID-19 vaccination. They have also made public statements regarding the effectiveness of the vaccine in preventing the spread of COVID-19. Evidence has shown that the vaccine protects individuals, their families and their communities against severe illness, hospitalization and even death from COVID-19. This policy is a condition of access to the City of Saint John workplaces for its employees, members of Council and third parties to ensure that the City provides a safe work environment for its workforce and those it serves during the COVID-19 pandemic.

This policy applies to all City of Saint John employees (current and new hires), members of Common Council, contractors, on-site vendors, suppliers and volunteers who attend City workplaces.

Contingent upon the availability of the vaccine, and unless medically unable to receive the vaccine or subject to accommodation on Human Rights grounds, it is expected that all City of Saint John employees, members of Common Council, contractors, on-site vendors, suppliers and volunteers who attend City workplaces will be fully vaccinated against COVID-19 or wear a mask and undergo COVID-19 testing.

Employees who do not comply with this policy will be subject to the disciplinary process, up to and including dismissal. They will be sent home on leave without pay pending investigation and necessary disciplinary action.

In the event of an outbreak in a workplace, the testing requirements may be temporarily modified (including for fully vaccinated employees) based on Public Health guidance.

Vaccination appointments may be made by visiting the following site:

<https://www2.gnb.ca/content/gnb/en/corporate/promo/covid-19.html>

4.0 LEGISLATION AND STANDARDS

The New Brunswick *Occupational Health and Safety Act* (NBOHSA) requires that employers take every reasonable precaution to ensure the health and safety of their employees. In addition, the City of Saint John Safety Policy amplifies the City's burden of due diligence in representing the health and safety of its employees as a central obligation of the City of Saint John.

5.0 IMPLEMENTATION

Employees and Members of Council

Current employees and members of Council have until Monday, September 20, 2021, or if absent, until their return to work, to provide proof of full vaccination. Employees will provide proof to their managers of such vaccination. Members of Council are requested to provide proof to the City Clerk. Departments will not keep a copy of their employee (or member of Council) vaccination records. They will simply maintain a list of who has provided proof of vaccination. Managers will provide this list to Human Resources in a format to be announced by Human Resources.

Employees and members of Council who do not provide proof of vaccination by September 20, 2021, must always wear a mask in the workplace.

For consumption of food and drink, employees who are required to wear a mask may remove the mask if they are isolated from all others, sanitize their area after use, and are located in an area where incidental or accidental close contact (within 2 metres) is not possible. Those who are required to wear a mask must immediately re-mask after completion of the consumption of food or drink.

In addition to the mask requirement, employees and members of Common Council who do not provide proof of vaccination will be required to complete a COVID-19 point of care test (POCT) consent form and they must follow the COVID-19 testing requirements until such time that they provide proof of full vaccination.

Employees and members of Council who provide an approved certificate of a medical exemption to the vaccine or to wearing a mask will be managed on a case-by-case basis. Employees and members of Council who believe they meet this requirement must contact Human Resources for a review and possible exemption. Medical documentation will be required.

New Employees

New employees will be subject to this policy.

Contractors and On-site Vendors, Suppliers and Volunteers

Anyone who regularly works at City workplaces shall comply with this policy. City representatives within the department responsible for the contractors, suppliers or volunteers are responsible to inform those impacted by this policy and enforce this policy.

Accommodation on Human Rights Grounds

The City will accommodate employees and members of Council who cannot get vaccinated or wear a mask and undergo testing on Human Rights Grounds. Each situation will be managed on a case-by-case basis.

Members of the Public

Direction related to members of the public entering City facilities will be developed and modified as necessary based on guidance and direction from Public Health and the Government of New Brunswick.

As of 22 September, the Province did impose requirements for access to select public spaces. These requirements are likely to be fluid and change as the situation warrants. Therefore, access by members of the public to city facilities will not form part of this Policy but will be communicated to employees and our community through other mediums and products, on an “as required” basis.

Additional detail will follow, when provided by the Province.

6.0 COLLECTION AND TREATMENT OF INFORMATION

The City will review the proof of vaccination and test results of those to whom this policy applies but will not retain copies of such documentation. Instead, it will keep a list of employees and members of Council who have produced this information.

Access to proof of vaccination and test results will be limited to management who are administering the policy. Proof of vaccination and test results will be protected against unauthorized access and kept separate from employees' Human Resources files.

The information collected under the authority of this policy will be collected and used only for the purpose for which it is collected and will be destroyed when no longer required.

7.0 ROLES AND RESPONSIBILITIES

Employees and Members of Common Council

Employees and Members of Common Council are responsible for:

- Reading and understanding this policy and their responsibilities under it.
- Maintaining mutual respect and dignity in all workplace relations.
- If not already done, scheduling and receiving vaccinations if they choose to show proof of vaccination.
- Providing proof of COVID-19 vaccine status. Employees are to provide proof to their manager; members of Council to the City Clerk.
- If not providing proof of vaccination, completing COVID-19 POCT consent form.
- If not providing proof of vaccination, completing the consent form, completing a POCT test and providing result on a twice-weekly basis in compliance with this policy.
- If required to test, reviewing, and following testing instructions.
- If not fully vaccinated, always wear a mask in the workplace except when isolated for the consumption of food or drink. See Section 5 for further clarification.
- If applicable, providing an approved certificate of medical exemption to Human Resources.
- Responsible for requesting additional testing kits (if applicable).

Management

Management is responsible for:

- Reading and understanding this policy and their responsibilities under it.
- Maintaining a current list of employees within their work units with the employees' vaccination status; the format of which list will be provided by the Human Resources Department.

- Providing updates to Human Resources on employees' vaccination status when changes occur.
- Ensuring the appropriate level of privacy is in place.
- Providing employees proper testing instructions.
- Ensuring proper protocols are followed if an employee has a positive COVID-19 test result.
- Providing a copy of the policy to on-site vendors, suppliers, contractors and volunteers and ensuring they read and abide by the policy.

Human Resources

Human Resources is responsible for:

- Maintaining a master list of employees' vaccination status.
- Providing managers the format for employee vaccination list.
- Ensuring the appropriate level of privacy is in place.
- Ensuring POCT consent form is in place.
- Ensuring the proper protocols are in place so testing is performed correctly, safely and effectively.
- Ensuring that weekly test results are provided to the Province of New Brunswick as required.
- Ensuring testing products are available and correctly distributed and monitored.
- Ensuring protocols are in place if a positive test result is identified.
- Preparing the necessary instructions for testing and providing them to managers for onward briefing to employees.

On-site Vendors, Suppliers, Contractors and Volunteers

On-site vendors, suppliers, contractors and volunteers shall:

- Read and understand this policy and their responsibilities under it.
- Provide proof of COVID-19 vaccine status or a negative COVID-19 test result on a twice-weekly basis.
- If not fully vaccinated, always wear a mask in the City of Saint John workplaces.
- Those who provide an approved certificate of a medical exemption to the vaccine will be required to wear a mask and will be required to follow the testing requirements. Each such exemption will be reviewed on a case-by-case basis.

8.0 MONITOR AND REVIEW

This policy will be reviewed as needed by the City Manager. As the COVID-19 pandemic unfolds, if the policy statement must change, the City Manager will take any proposed change to the policy statement to Common Council for approval.

9.0 AUTHORIZATION

This Policy is authorized by the City Manager pursuant to a resolution of Common Council approved on September 7, 2021.

10.0 RESOURCES

Government of New Brunswick: <https://www2.gnb.ca/content/gnb/en/corporate/promo/covid-19.html>

WorkSafe NB: <https://www.worksafenb.ca/>

New Brunswick Public Health: <https://www2.gnb.ca/content/gnb/en/corporate/promo/covid-19/about-covid-19/testing-tracing.html#7>

11.0 PROCEDURES

Testing Requirements

An employee or member of Council who chose not to provide proof of their vaccination status shall complete a POCT two (2) times per week. These tests are to be performed three (3) days apart. The City will provide the POCT kits. Employees and members of Council will begin the testing as soon as the City provides the kits and will provide the results of each test to their manager in accordance with the instructions provided by their manager. The POCT test can be taken at home, prior to the start of the workday. Any fraudulent testing is grounds for disciplinary action up to and including dismissal.

A POCT takes approximately 15 minutes to complete. To learn more about the POCT test and how to use it, view: <https://www.youtube.com/watch?v=EbVEQfnXwyU>

If Positive POCT Result

Employees and members of Council must schedule a polymerase chain reaction (PCR) test immediately if they get a positive POCT test result or have two or more symptoms. Employees and members of Council will not attend the workplace until they get a negative PCR test result (they can work from home if operationally feasible and if they feel well enough to do so). If the

PCR test result is negative, they shall return to work. Employees can register for a PCR test online at www2.gnb.ca (Get Tested) or by calling 811.

If Negative POCT Result

Employees and members of Council will be able to attend workplace and will be required to continue with the required masking protocols and testing until proof of full vaccination is provided.

12.0 GLOSSARY

Point of care testing (POCT) - diagnostic tests performed at or near the place where a specimen is collected. They provide results within minutes rather than hours. These may be NAAT, antigen, or antibody tests.

Polymerase chain reaction (PCR) - a test to detect genetic material from a specific organism such as a virus. The test detects the presence of a virus if you have the virus at the time of the test. The test could also detect fragments of the virus even after you are no longer infected.



13.0 INQUIRIES

Inquiries regarding this Policy can be addressed to the City of Saint John's Human Resources Department.

14.0 APPENDICES

N/A

15.0 APPROVAL

Recommended	Title	Signature	Date
Stephanie Hossack	Commissioner, Human Resources	 S. Hossack (Dec 8, 2021 13:03 AST)	Dec 8, 2021
John Collin	City Manager	 JC Collin (Dec 8, 2021 13:26 AST)	Dec 8, 2021



CITY OF SAINT JOHN

CONTRACTOR: VACCINE OR TEST ACKNOWLEDGEMENT FORM

CONTRACTOR INFORMATION

Company name:

Name of company representative:

Title of company representative:

Phone number:

Email:

Date or range of dates when contractor activities are to be carried out:

ACKNOWLEDGEMENT

This is to acknowledge and agree that, as of DATE, all employees and sub-contractors of COMPANY NAME that have been or are being deployed to do work for the City of Saint John by COMPANY NAME must and do comply with all the following:

- Have received, reviewed, and understand the City of Saint John Vaccine or Test Policy (the "Policy"), as amended from time to time
- Have either provided proof of COVID-19 vaccine status or a negative COVID-19 test result on a twice weekly basis to COMPANY NAME in full compliance with the Policy
- If not fully vaccinated, know always to wear and do wear a mask in the City of Saint John workplaces.

I acknowledge and agree that employees/subcontractors of _____ will either be fully vaccinated and will provide proof of their vaccination status, if requested, in full compliance with the Policy, as amended from time to time. If the employees/subcontractors are not vaccinated, I acknowledge and agree they will obtain COVID19 test twice weekly, with demonstrated negative results, and wear a mask as required. If testing is required, it will be _____ responsibility to ensure it is completed as required. I further acknowledge and agree that any fines, charges, or damages resulting from failure to comply with the Policy and the foregoing will be the sole responsibility of _____.

SIGNATURE:

DATE:

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