



City of Saint John

Request for Proposal

2022-091005P

**“ENGINEERING SERVICES – MARKET PLACE WEST PHASE III
REVITALIZATION”
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 2022-091005P
ENGINEERING SERVICES – MARKET PLACE WEST PHASE III
REVITALIZATION”**

will be received until **4:00:00 p.m. Local Time, Thursday, March 17th, 2022**, for Landscape Architectural 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 2022-091005P

Engineering Services – Market Place West Phase III Revitalization Market Place Square

1. GENERAL:

The City of Saint John has prepared this document for Landscape Architect and 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 architectural and engineering judgment and standard architectural and 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 architects and landscape architects working on this project for the City must be licensed to practice architecture or landscape architecture in the Province of New Brunswick. 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 Landscape Architect and Engineering companies working on this project for the City must have a current certificate of authorization with AANB and/or 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 (i.e. COVID-19).

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. Please note that the City's vaccine and Test Policy may be updated on occasion; consultants will get an updated version if that occurs.**

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.

Tender documents are to be completed as soon as possible by the consultant in order for the City to take advantage of competitive bidding by contractors and to ensure Final Completion of all construction work is achieved in the 2022 season.

The project area is located in the west part of the City of Saint John and bounded by Market Place Street and King Street West. It is a linear space comprised of eight acres of park land nestled between the port and the residential neighbourhood. In 2010 a process to plan out the revitalization of the area was facilitated by the Glenn Group Ltd. The revitalization plan process included public consultations and a historic review. The result was a comprehensive conceptual Master Plan which incorporated improvements to the existing public greenspaces as well as new elements and attractive landscaping throughout. The document included a phasing plan to implement this work over several years. The first phase of this work, completed in 2012, focused on the playground area and the elements of Harbour Passage contained therein. The second phase, which was completed in 2018, focused on the construction of a splash pad instead of the originally proposed outdoor rink that is shown on the Master Plan. The old roadway was terminated with a paved service road to facilitate the playground area.

This work will be the third phase of the multi-phase project to revitalize the active transportation and greenspace in this area.

The project is generally as follows:

The focus of the work will be improvements to Market Place West Square. These improvements, as described in the Market Place West Master Plan, include:

- Incorporating Harbour Passage into and through the park area from the southern half of the crisscrossing walkway within the limits shown on the attached Market Place West Phase III Revitalization Market Place Square dated February 23, 2022.
- Incorporating sidewalk at the northern half of the crisscrossing walkway.
- Incorporating curb and sidewalk along the north and east borders of the square,
- Placing the City of Saint John's old "Bell" monument at the center of the park where the sidewalk and Harbour Passage meet,
- Flanking the bell with flowers,

- Adding eight (8) parking spaces at the northeast corner of the work area,
- Adding miscellaneous landscaping which includes planting trees surrounding Harbour Passage and the square.
- Adding benches and lighting throughout the Square and making the space more attractive for pedestrians.

Following award of the architectural and engineering services for this proposal, the consultant and the City of Saint John will have a start-up meeting to outline the proposed schedule and deliverables. Project coordination meetings with City of Saint John staff and the consultant's representatives are to be held on a bi-weekly basis where the consultant will provide updates on design progress. The consultant's representative(s) at all coordination meetings shall be experienced individuals familiar with all aspects of the project and be up to date on all field related activities.

The consultant will need to consider available funds for the project and complete a value engineering process to complete construction within available budget.

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).

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.

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.

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.

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 Condition Memo (two (2) hard copies and one (1) digital copy) to the City for review and acceptance before the design work is started.

The pipe condition memo shall consist of the following steps and deliverables:

1. The consultant shall flush and video the storm and sanitary sewer within the project boundaries as a minimum.
2. Survey field work shall include opening all relevant 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.
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 a stamped plan showing only the existing infrastructure including the known storm and sewer services and the location and nature of each deficiency noted in the condition memo. All pipes to be clearly labeled with their size and material for review and approval by the City before the design drawings start.
6. The pipe condition memo may also recommend that the pipe or structures should be renewed, under the project. The pipe condition assessment 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** (an allowance for Climate Change shall be included in the consultant's design);
- City of Saint John's **Municipal Street Lighting Best Management Practice** (available for download from the City's website);
- Atlantic Canada Wastewater Guidelines Manual for the Collection, Treatment and Disposal;
- 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**
- Glenn Group Ltd. Market Place West Master Plan, 2010

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 communicate to all park stakeholders to determine the best way to complete the project while limiting disruption to these stakeholders. 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 review the various options and costs, estimated delivery times and provide recommendations.

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 landscape architect, building architect, and engineer. All reports and construction specifications submitted to the City shall become the property of the City, which may be used and redistributed as the City sees fit.

After review and acceptance of the report by the Technical Review Team, the consultant may proceed with Part C. Work on Part D and Part E shall only proceed when written authorization from the City is provided to the consultant.

Consultant will need to supply the City's engineer with content for the City's shape your City platform so that the public can be informed of the project.

The consultant must draft media advertisements to notify visitors to the park of major disruptions in access.

Part C) 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, including all civil, architectural, mechanical and electrical.

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

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

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

Detailed design shall be defined as the following:

- All items completed from the preliminary design requirements;
- Location of works is selected within 100mm;
- Detailed design calculations completed;
- A revised and detailed construction cost estimate;
- 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.

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/architects 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)/architect(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, architectural, 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 D) Tender Period Services, Materials Testing & Inspection, 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.

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 civil, architectural, 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,Easting,Elevation,Field Code (Numeric)

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

The field code in the ASCII text file shall be City of Saint John field codes (i.e. 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 E) 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. The consultant will submit drawings or neat sketches that clearly communicate the proposed activity for the City's approval. The consultant must 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 condition memo, 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.

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 or landscape architect 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 consultants proposal not to exceed the Recommended Minimum

Hourly Rates as contained in The Atlantic Provinces Association of Landscaping Architects – Consultant Fee Schedule for Landscape Architecture Consulting Fees and The Association of Consulting Engineering Companies - New Brunswick fee guideline to a maximum of the upset fee for Parts A, B, C, and D as required.

For Part E, 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 landscape architect and 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).

Architecture and 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 architecture or engineering work is changed at the request of the City's Engineer.

Maximum upset prices (including HST) will be included in the proposal for Part A, Part B, Part C, and Part D 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.

In Part E, the consultant's budget should also assume a 55 hour work week for the inspection services as well as 12 hours of project management per week for the consultant's Architect, Landscape Architect or Engineer overseeing the project plus reimbursable expenses. The Consultant's budget should be based on an estimated **6 week** construction schedule.

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

The total price stated for the project must also include an architectural and engineering contingency of \$4,000 + HST for unforeseen work. No part of this contingency shall be expended without the written direction of the City's Engineer, and any part not so expended shall be deducted from the contingency allowance.

Payments for architectural or 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 Landscape Architect 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, and D.
- Budget Estimate for Part E.
- 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 financial proposal shall include separate prices (including reimbursable expenses) for each of Part A, Part B, Part C, Part D, and Part E.

A further breakdown of Part E is required with the financial proposal to identify all staff participating in Part E; 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 landscape architect 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 Tuesday, March 8th, 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:

- Market Place West Phase III Revitalization Market Place Square dated February 23, 2022.
- Draft Consulting Engineering Agreement
- City of Saint John Vaccine or Test SOP
- City of Saint John 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
- Standard Format for City of Saint John Red Book Notes, latest revision
- Glenn Group Ltd. Market Place West Master Plan, 2010

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 **4:00:00 pm, Local Time, Thursday, March 17th, 2022**, clearly indicating the consultant's name and address and marked **"Proposal: 2022-091005P, Engineering Services – Market Place West Phase III Revitalization"**, 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: 2022-091005P, Market Place West Phase III Revitalization"**, 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.

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)

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

SIGNED, SEALED & DELIVERED

In the presence of:

CONSULTANT

Per:

Print Name and Title:

I have authority to bind the Consultant

THE CITY OF SAINT JOHN

Donna Noade Reardon, Mayor

Jonathan Taylor, Common Clerk

Common Council Resolution:

February XX, 2022

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 3	Category: Policy
Policy No.:	M&C Report No.: 2021-248
Effective Date: February 3, 2022	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: 8

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 February 3, 2022

Feb 10, 2022

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 current 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.

Current employees are defined as any employee who is employed by the City of Saint John prior to February 3, 2022.

Effective February 3, 2022, all new employees hired on or after this date must provide proof of full vaccination as a condition of employment.

In the context of this Policy, the definition of “full vaccination” is the definition adopted by the Government of New Brunswick as amended from time to time.

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.

Current 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.

As directed through amendment of the Policy by Council, new employees hired as of February 3, 2022, or later must provide proof of full vaccination as a condition of employment.

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, 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 at all times when at work, indoors and outdoors, unless consuming food or drink, and undergo COVID-19 testing, as directed.

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 obligation 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

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 meters) 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, current 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 hired on February 3, 2022, or later, must provide proof of full vaccination as a condition of their employment.

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 (applicable to current employees and members of Common Council).
- 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 (applicable to current employees and members of Common Council).
- 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:

- Verify proof of full vaccination with all new employees hired on or after February 3, 2022.
- 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 (if applicable).
- 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

A current 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. Current 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

Current Employees and members of Council are encouraged to schedule a polymerase chain reaction (PCR) test immediately if they get a positive POCT test result or have two or more symptoms, if eligible. Employees and members of Council will not attend the workplace until they have met all conditions for ending isolation in accordance with New Brunswick Public Health guidance. If all New Brunswick Public Health conditions have been met, they shall return to work. Employees can register for a PCR test online at www2.gnb.ca (Get Tested) or by calling 811, if eligible.

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 current employees will be required to resume 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	 <small>S. Hossack (Feb 9, 2022 16:19 AST)</small>	Feb 9, 2022
John Collin	City Manager	 <small>JC Collin (Feb 10, 2022 08:33 AST)</small>	Feb 10, 2022



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: