



The City of Saint John

Request for Proposals

for

**2023-091003P - Engineering Services – Crosswalk, Sidewalk Priorities and
Road Safety Education**

Saint John, New Brunswick

Request for Proposals No.: 2023-091003P

Issued: Monday, February 13th, 2023

Submission Deadline: Wednesday, March 8th, 2023 at 4:00:00 p.m. (Saint John time)

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

- (1) This Request for Proposals (“RFP”) is an invitation by The City of Saint John (the “City”) to prospective proponents to submit proposals for the provision of Engineering Services for the City of Saint John, as further described in Appendix D – RFP Particulars – Section A - The Deliverables (the “Deliverables”).

1.2 RFP Contact Person

- (1) For the purposes of this procurement process, the “City Contact” shall be:

Monic MacVicar, CCLP, CPPB
Procurement Specialist
The City of Saint John
Email: supplychainmanagement@saintjohn.ca

1.3 Type of Contract for Deliverables

- (1) City will issue a purchase order to the successful proponent for the scope of services detailed in this request for proposal.

1.4 No Guarantee of Volume of Work or Exclusivity of Contract

- (1) The City makes no guarantee as to the value or volume of the Deliverables. The contract to be entered with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for same or similar to the Deliverables or may obtain the same or similar to the Deliverables internally.

1.5 Canadian Free Trade Agreement (CFTA)

- (1) Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of this RFP. For further reference, please see the Internal Trade Secretariat website at <https://www.cfta-alec.ca/>.

[End of Part 1]

PART 2 – THE DELIVERABLES

2.1 Description of Deliverables

- (1) This RFP is an invitation to submit offers for the provision of Engineering Services for the City of Saint John, as further described in Appendix D – RFP Particulars – Section A - The Deliverables.

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Timetable

- (1) The RFP timetable is tentative only and may be changed by the City at any time (all times are Saint John time).

Issue Date of RFP	Monday, February 13 th , 2023
Deadline for Questions	Thursday, February 23 rd , 2023 at 4:00PM Atlantic Time
Deadline for Issuing Addenda	Tuesday, February 28 th , 2023 at 4:00PM Atlantic Time
Submission Deadline	Wednesday, March 8 th , 2023 at 4:00PM Atlantic Time
Rectification Period	3 Business Days
Anticipated Deadline for Selection of Highest Ranked Proponent	TBD

3.2 Submission Instructions

(A) **Proposals Should Be Submitted at Prescribed Location**

- (1) Proposals should be submitted at:

The City of Saint John
Supply Chain Management, 1st Floor
175 Rothesay Avenue
Saint John, New Brunswick, E2J 2B4 (the “**Prescribed Location**”)

Attention: Monic MacVicar, CCLP, CPPB

(B) **Proposals Should Be Submitted in Prescribed Manner**

- (1) Proponents should submit one signed original and three bound copies of the technical proposal and supporting information, one signed original and three bound copies of the financial proposal and supporting information and electronic copies of both proposals on a flash drive or disc.
- (2) The technical proposal should be sealed in an envelope, clearly indicating the proponent’s name and address and marked: “**Technical Proposal: 2023-091003P - Engineering Services – Crosswalk, Sidewalk Priorities and Road Safety Education**”.
- (3) The financial proposal should be sealed in a separate envelope, clearly indicating the proponent’s name and address and marked: “**Financial Proposal: 2023-091003P - Engineering Services – Crosswalk, Sidewalk Priorities and Road Safety Education**”.
- (4) In the event of a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.
- (5) Proposals sent by fax or email will be rejected.

(C) Proposals Should Be Submitted on Time

- (1) Proposals shall be submitted at the Prescribed Location on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.
- (2) Immediately following the Submission Deadline, proposals will be publicly opened in the office of the City Contact, at the Prescribed Location. Only the names and addresses of the proponents will be made public.

(D) Amendment of Proposals

- (1) Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package to the Prescribed Location. The sealed package shall be prominently marked with the RFP title and number and the full legal name and return address of the proponent. Any amendment should clearly indicate which part of the proposal the amendment is intended to affect.

(E) Withdrawal of Proposals

- (1) At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the City Contact and must be signed by an authorized representative. The City is under no obligation to return withdrawn proposals.

3.3 Stages of Proposal Evaluation

- (1) The City will conduct the evaluation of proposals and selection of the highest ranked proponent in the following three stages described in further detail below:
 - (a) Stage I – Mandatory Requirements and Rectification
 - (b) Stage II – Evaluation of Rated Criteria and Pricing
 - (c) Stage III – Selection and Final Negotiation

(A) Stage I – Mandatory Requirements and Rectification

Submission and Rectification Period

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals satisfying the mandatory requirements during the Rectification Period, as described in Part 3 – Section 3.1 – Timetable will proceed to Stage II. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the City issues its rectification notice to the proponents.

Mandatory Submission Forms

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a proponent may not make any changes to any of the forms.

Submission Form (Appendix A)

Each proponent must complete the Submission Form and include it with their technical proposal. The Submission Form must be signed by an authorized representative of the proponent.

Pricing Form (Appendix B)

Each proponent must complete the Pricing Form and include it with their financial proposal. The Pricing Form must be completed according to the instructions contained in the form. Fees must be provided in Canadian funds, inclusive of all costs, applicable duties, overhead, and insurance costs, except for HST/GST.

Reference Form (Appendix C)

Each proponent must complete the Reference Form and include it with its technical proposal.

Other Mandatory Requirements

Each proposal must:

- (a) Be in English.
- (b) Be for the entire scope of work as described in Appendix D – Section A - The Deliverables. Incomplete proposals or proposals for only part of the Deliverables described in Appendix D shall be disqualified.

(B) Stage II – Evaluation of Rated Criteria and Pricing

Stage II will consist of a scoring by the City of each qualified proposal on the basis of the rated criteria and the pricing in accordance Appendix D – Section B – Evaluation Criteria.

(C) Stage III – Selection and Final Negotiation

Once the proposals have been evaluated as per Stage II, the top-ranked proponent may be selected to enter into direct negotiations.

During the negotiation, the City may provide the top-ranked proponent with any additional information and may seek further information and proposal improvements. After the negotiation, the top-ranked proponent may be invited to revise its initial proposal and submit its Best and Final Offer (BAFO) to the City.

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

(A) Proponents to Follow Instructions

- (1) Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable part, section, subsection or paragraph numbers of this RFP.

(B) Information in RFP Only an Estimate

- (1) The City and its representatives shall not be liable for any information or advice or any discrepancies or errors or omissions that may be contained in this RFP or an Addenda, appendices, data, materials or documents (electronic or otherwise) attached or provided to the proponents pursuant to this RFP.
- (2) The City and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the work. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

(C) Proponents Shall Bear Their Own Costs

- (1) The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, and/or presentations.

4.2 Communication after Issuance of RFP

(A) Proponents to Review RFP

- (1) Proponents shall promptly examine all of the documents comprising this RFP, and
 - (a) Shall report any errors, omissions or ambiguities; and
 - (b) May direct questions or seek additional information in writing by email to the City Contact on or before the Deadline for Questions. All questions submitted by proponents by email to the City Contact shall be deemed to be received once the email has entered into the City Contact's email inbox. No such communications are to be directed to anyone other than the City Contact. The City is under no obligation to provide additional information, and the City shall not be responsible for any information provided by or obtained from any source other than the City Contact.

- (2) It is the responsibility of the proponent to seek clarification from the City Contact on any matter it considers to be unclear. The City shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

(B) All New Information to Proponents by Way of Addenda

- (1) This RFP may be amended only by an addendum in accordance with this subsection. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of this RFP.
- (2) Such addenda may contain important information, including significant changes to this RFP. Proponents 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". In Appendix A, proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

(C) Post-Deadline Addenda and Extension of Submission Deadline

- (1) If any addendum is issued after the Deadline for Issuing Addenda, the City may at its discretion extend the Submission Deadline for a reasonable period of time.

(D) Verify, Clarify and Supplement

- (1) When evaluating responses, the City may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal. The City may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

(E) No Incorporation by Reference

- (1) The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

(F) Proposal to Be Retained by the City

- (1) The City will not return the proposal or any accompanying documentation submitted by a proponent.

4.3 Debriefing

(A) Debriefing

- (1) Upon written request from any proponent, the City may provide a more detailed oral debriefing either by phone or in person, as required by the proponent. The written request shall be submitted to the City Contact no later than 15 calendar days after such notification.

- (2) The acceptance of the successful proposal shall not be discussed during a debriefing.

(B) Procurement Protest Procedure

- (1) The parties shall attempt to negotiate all disputes in good faith.
- (2) In the event the parties are unable through good faith negotiations to mutually resolve any dispute, controversy or claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this RFP, such dispute, controversy or claim shall be referred to the dispute resolution procedure in accordance to Part 4 – Section 4.8 – Dispute Resolution Procedure.

4.4 Prohibited Conduct

(A) Proponent Not to Communicate with Media

- (1) A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the City Contact.

(B) No Lobbying

- (1) A proponent may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent.

(C) Illegal or Unethical Conduct

- (1) Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including other inappropriate communications, offering gifts to members of Common Council, employees, officers or other representatives of the City, deceitfulness, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

(F) Past Performance or Inappropriate Conduct

- (1) The City may prohibit a proponent from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process.
- (2) Such inappropriate conduct shall include, but not be limited to the following:
 - (a) All the conducts as described in Part 4 – Section 4.4;
 - (b) The refusal of the proponent to honour its pricing or other commitments made in its proposal; or

- (c) Any other conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest.

4.5 Confidential Information

(A) Confidential Information of City

- (1) All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP:
 - (a) Is the sole property of the City and must be treated as confidential;
 - (b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract;
 - (c) Must not be disclosed by the proponent to any person, other than persons involved in the preparation of the proponent's proposal or the performance of any subsequent contract, without prior written authorization from the City; and
 - (d) Shall be returned by the proponents to the City immediately upon the request of the City.

(B) Confidential Information of Proponent

- (1) A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to the City's advisors retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the City Contact.

4.6 Procurement Process Non-Binding

(A) No Contract A and No Claims

- (1) The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations.
- (2) For greater certainty and without limitation:
 - (a) This RFP shall not give rise to any Contract A based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
 - (b) Neither the proponent nor the City shall have the right to make any claims (in contract, tort, equity or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFP.

(B) No Contract until Execution of Written Contract

- (1) The RFP process is intended to identify the highest ranked proponent for the purposes of entering into a contract. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the City by the RFP process until the issuance of a purchase order for the acquisition of such goods and/or services.

(C) Non-Binding Price Estimates

- (1) While the pricing information provided in responses will be non-binding prior to the issuance of a purchase order, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

(D) Disqualification for Misrepresentation

- (1) The City may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations, omissions, or any other inaccurate, misleading or incomplete information.

(E) Cancellation

- (1) The City may cancel or amend the RFP process without liability at any time.

4.7 Governing Law and Interpretation

A. Governing Law

- (1) The terms and conditions in this Part 4:
 - (a) Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
 - (b) Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
 - (c) Are to be governed by and construed in accordance with the laws of the province of New Brunswick and the federal laws of Canada applicable therein.

- (d) This procurement is also subject to the following Policies, Legislation and Internal Trade Agreement(s) including:
- a. Atlantic Trade and Procurement Partnership
 - b. Canadian Free Trade Agreement
 - c. City of Saint John Policy for the Procurement of Goods, Services and Construction
 - d. New Brunswick Procurement Act and Regulation 2014-93
- (e) 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 proposal is unbalanced.
 - b) Amend or modify the scope of a project, and/or cancel or suspend the Proposal Solicitation at any time for any reason.
 - c) Require proponents to provide additional information after the Closing Date for the Proposal Solicitation to support or clarify their proposals.
 - d) Not accept any or all proposals.
 - e) Not accept a proposal from a proponent who is involved in litigation, arbitration or any other similar proceeding against the City.
 - f) Reject any or all proposals without any obligation, compensation or reimbursement to any proponent or any of its team members.
 - g) Withdraw a Proposal Solicitation and cancel or suspend the Proposal Solicitation process.
 - h) Extend, from time to time, any date, any time period or deadline provided in a Proposal Solicitation (including, without limitation, the Proposal Solicitation Closing Date), upon written notice to all proponents.
 - i) Assess and reject a proposal on the basis of
 - i. Information provided by references;
 - ii. The proponent's past performance on previous contracts;
 - iii. Information provided by a proponent pursuant to the City exercising its clarification rights under the Proposal Solicitation process;
 - iv. The proponent's experience with performing the type and scope of work specified including the proponent's experience;
 - v. Other relevant information that arises during a Proposal Solicitation process.
 - j) Waive formalities and accept proposals which substantially comply with the requirements of the Proposal Solicitation.
 - k) Verify with any proponent or with a third party any information set out in a proposal.
 - l) Disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information.
 - m) Disqualify any proponent who has engaged in conduct prohibited by the Proposal Solicitation documents.

- n) Make changes including substantial changes to the proposal documents provided that those changes are issued by way of an addendum in the manner set out in the Proposal Solicitation documents.
- o) Select any proponent other than the proponent whose proposal reflects the lowest cost to the City.
- p) Cancel a Proposal Solicitation process at any stage.
- q) Cancel a Proposal Solicitation process at any stage and issue a new Proposal Solicitation for the same or similar deliverable.
- r) Accept any proposal 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 proponent or any third party resulting from the City exercising any of its express or implied rights under a Proposal Solicitation.

(f) Limitation Of Liability And Waiver

In every Proposal Solicitation, the City shall draft the documents such that each proponent, by submitting a proposal, 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 Proposal Solicitation process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or any other claim.
- b) The proponent waives any claim for any compensation of any kind whatsoever including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the City's decision to not accept the proposal submitted by the proponent, to award a contract to any other proponent or to cancel the Proposal Solicitation process, and the proponent shall be deemed to have agreed to waive such right or claim.

[End of Part 4]

APPENDIX A– SUBMISSION FORM

(A) Proponent Information

Please fill out the following form, and name one person to be the contact for your response to this RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

(B) Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of this RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the City and the selected proponent have executed issued a purchase order.

(C) Ability to Provide Deliverables

The proponent has carefully examined this RFP documents and has a clear and comprehensive knowledge of the Deliverables required under this RFP. The proponent represents and warrants its ability to provide the Deliverables required under this RFP in accordance with the requirements of this RFP for the fees set out in the Pricing Form and has provided a list of any subcontractors to be used to complete the proposed contract.

(D) Mandatory Forms

The proponent encloses as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form	
Pricing Form	
Reference Form	

Notice to proponents: There may be forms required in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of mandatory forms.

(E) Non-Binding Price Estimates

The proponent has submitted its fees in accordance with the instructions in this RFP and in the Pricing Form set out in Appendix B. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

(F) Addenda

The proponent is deemed to have read and accepted all addenda issued by the City prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent confirms that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word “None” on the following line: _____. Proponents who fail to complete this section will be deemed to have received all posted addenda.

(G) No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

(H) Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the City’s advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name

Title

Date

I have the authority to bind the proponent.

APPENDIX B – PRICING FORM

(A) Pricing Form

- (1) Please provide cost associated with the services as defined in Appendix E – RFP Particulars – Section A - The Deliverables. Pricing is to be exclusive of HST/GST.
- (2) Proponents may append additional documentation to this form as required.

(B) Consulting Fee

Provide total costs in the field below. Cost should be **without** the applicable taxes.

Total Cost (Numeric): _____

Total Cost (Written): _____

APPENDIX C – REFERENCE FORM

Each proponent is requested to provide three references from clients who have obtained similar goods or services to those requested in this RFP from the proponent in the last two years.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

APPENDIX D – RFP PARTICULARS

(A) THE DELIVERABLES

1. GENERAL:

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

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

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

The consultant must aggressively and proactively manage the project in the best interest of the City of Saint John. The consultant will oversee and manage the entire project on behalf of the City. 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).

2. PROJECT DESCRIPTION:

The City of Saint John is seeking an engineering consulting firm to complete three unique and separate projects/deliverables, all as a result of projects approved through the Federal Active Transportation Fund. The agreements with the federal government, which identifies, in part, the City's obligations, are attached to this RFP. To adhere to the timelines set out in the agreements, all draft final deliverables on this engagement including submitted reports and materials are to be submitted by September 1, 2023 with final submissions by September 21, 2023.

Each of the three projects are estimated to have a maximum value of \$50,000.00 based on the funding approved, however value for investments of City funds above \$50,000.00 for each or any

of the three projects will be given consideration. Funding from the base \$50,000.00 allotment from any one of the projects cannot be diverted to the other two projects.

The three unique projects are titled:

1. Preliminary Road Safety Public Education Plan,
2. Sidewalk Infill Strategy Completion, and
3. Identification, Design Features, and Prioritization of Needed Crosswalks Crossing Arterial and Collector Streets

Detailed Scope of #1: Preliminary Road Safety Public Education Plan

A Road Safety Strategy is part of our new Transportation Plan, MoveSJ. Education forms one of the 3 E's of Transportation Safety and this project will produce the first public education plan as part of this strategy. Our overall Transportation Plan and the strategy are focused on educating and improving safety for all transportation modes.

The consultant will be required to:

1. Recommend 5-10 specific road safety topics meant to influence improved road user behaviours;
2. Develop educational materials that will help road users improve behaviours for each topic; and,
3. Ensure the materials are produced in formats that can be applied through various print and digital media (i.e. short videos, social media posts, on the City website, posters, brochures, etc.).

Topics to cover must be recommended based on input from MoveSJ materials, (provided to the consultant by the City, including results of prior community engagements), consultations with the Saint John Police Force and City staff, and other sources recommended by the consultant. One of the topics must be speeding in residential areas. As the City's overall Road Safety Strategy has yet to commence, analyzed trends from motor vehicle accident data is not available to inform topics to cover. The consultant must also recommend ways to measure the effectiveness of the various components of the education plan, based on changes in road user behaviour, including which media offers the best associated benefits.

Detailed Scope of #2: Sidewalk Infill Strategy Completion

This project would prioritize missing sections of sidewalks (i.e. streets without at least one sidewalk adjacent), and any required connecting trails, using a Priority Framework developed as part of a Sidewalk Infill Strategy as part of MoveSJ. Priority Framework is attached to this RFP to give the consultant indication of data collection required. This project is proposed because The City of Saint John has some streets without sidewalks adjacent to them where requests from the community are received to construct them. In order to ensure investment of public funds to

construct missing sections of sidewalks are maximized, the Sidewalk Infill Strategy presents an evidence-based, risk management approach to prioritize missing sections of sidewalks.

Detailed Scope of #3: Identification, Design Features, and Prioritization of Needed Crosswalks Crossing Arterial and Collector Streets

This project will identify locations on arterial and collector streets within Saint John where there should be crosswalks, define the type of crosswalk warranted in each location, develop a high level cost estimate for each locations, and prioritize the projects. Through consultations with City staff and the City's Ability Advisory Committee, recommendations shall be made as to which proposed crosswalks are to be fully accessible (including APS for signalized crosswalks). Saint John developed by urban sprawl and the amalgamation of prior separated smaller jurisdictions resulting in many arterial and collector streets that dissect our community and make it difficult for pedestrians to cross to access different parts of their community and/or access Transit or school buses. The City receives a significant number of requests for crosswalks as a result, but these are typically from a single community source. Instead of prioritizing installations with very limited resources based on individual requests, the City instead would like to ensure crosswalk locations are identified and prioritized based on where they will serve pedestrians and Transit riders most. It is anticipated the hired consultant will use adjacent land use data and data available from smart phone tracking to identify where crosswalk locations will serve more of the community.

In addition to the above, the Consultant shall complete, for the City's signature, three (3) Narrative Reports as provided for in Section 6 of the Agreements between the City and the Federal Government.

3. TERMINATION OF CONTRACT:

The City will reserve the right to terminate the Contract with the Consultant (Engineering Firm) by written notice at any 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.

4. INSURANCE REQUIREMENTS:

The consulting engineering firm shall obtain and keep in force, during the full duration of this contract, an Errors and Omissions Liability policy with a minimum limit of two (2) million dollars, and two (2) million dollars per claim. The policy shall include a clause stating that thirty (30) days' written 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 consultants in connection with this project.
- Products and completed operations coverage.
- Contractual liability with respect to this project.
- The City of Saint John added as an additional named insured.
- A cross liability clause.
- Non-owned automobile.
- Thirty days' notice of cancellation of this policy will be given to the City of Saint John, by the insurers.
- Standard automobile insurance for owned automobiles with at least the minimum limits allowed by law.

5. ATTACHMENTS:

- MoveSJ Sidewalk Infill Strategy
- Three funding agreements between the City and the Government of Canada

6. FORMALITY CLAUSE:

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

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

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

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

(B) EVALUATION CRITERIA

- (1) The following is an overview of the categories and weighting for the rated criteria relevant to the evaluation of proposals under this RFP.

STAGE II OF EVALUATION PROCESS	SCORING (POINTS)
QUALITY AND COMPLETENESS <ul style="list-style-type: none">Has the Proposal addressed all of the needs raised?Is the Proposal presented in an organized and professional manner?	10
CONSULTANT'S EXPERIENCE <ul style="list-style-type: none">Has the Proposal demonstrated a level of expertise in keeping with the requirements of this Project?Has references for projects of a similar nature been provided?	20
EXPERIENCE OF EMPLOYEES/SUB-CONSULTANTS <ul style="list-style-type: none">Has the Proposal demonstrated a level of expertise for the employees of the Consultant and Sub-Consultants listed?	35
METHODOLOGY <ul style="list-style-type: none">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	75
VALUE ADD <ul style="list-style-type: none">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?	10
COST <ul style="list-style-type: none">Cost will be a factor, however, neither the only factor nor the determined factor, in the evaluation of the proposals.The financial proposal shall include:<ul style="list-style-type: none">Pricing FormAdditional cost information as required	50
TOTAL POINTS FOR STAGE II	200

(C) SUBMISSION REQUIREMENTS

(1) Proponents should include the following information in respect of each of the rated criteria:

(a) Quality and Completeness

- i. Has the Proposal addressed all of the needs raised, and:
- ii. Is the Proposal presented in an organized and professional manner?

(b) Consultant's Experience

- i. Has the Proposal demonstrated a level of expertise in keeping with the requirements of this Project? (Include
- ii. Has references for projects of a similar nature been provided?

(c) Experience Of Employees/Sub-Consultants

- i. Has the Proposal demonstrated a level of expertise for the employees of the Consultant and Sub-Consultants listed?

(d) Methodology

- i. 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

(e) Value Add

- i. What additional information, technology, process, or options has the consultant included in his proposal?
- ii. Is there value added to the consultant's response for this additional information?

(f) Cost

- i. completed Pricing Form as provided in Appendix B in a separate, sealed envelope.

APPENDIX E – FORMS

List of forms attached.

1. MoveSJ Sidewalk Infill Strategy
2. Three funding agreements between the City and the Government of Canada

6 Sidewalk Infill Strategy

Within the Primary Development Area (PDA) of Saint John there are numerous locations where historically there has been no sidewalks or other pedestrian space provided. The most direct way to address the lack of sidewalks in any city is to build more sidewalks. However, in a historic setting such as the Saint John PDA, this is often not physically possible owing to building placement and public road allowances.

To address missing sidewalks, some municipalities enact policies and programs to petition for new sidewalks (infill sidewalks). In some cases, such a policy has challenges involving public acceptance of infill sidewalk implementation that may present barriers towards developing a complete pedestrian network. In other cases, a municipality can infill missing sidewalks on the basis of the “Overall Public Good”. Each case is different but there are some common features of sidewalk infilling that can be considered in Saint John.

6.1 Sidewalk Infill Prioritization

Generally, a sidewalk infill program is focused on construction of new sidewalks along residential streets and collector streets within established residential areas where no sidewalk exists. These infill sidewalks are constructed typically in the capital program as part of roadway improvement projects. The main goals of a sidewalk infill program are to improve:

- Safety,
- Continuity of the sidewalk system,
- School connectivity,
- Recreation and park connectivity,
- Transit access, and
- Multiple land use connectivity.

Infill sidewalks are constructed for the benefit of the overall neighbourhood and the community in which the sidewalk is situated. So in many cases, the needs of the community and sidewalk users are considered over any opposition from affected property owners when a City decides when and where to build infill sidewalks on existing roadways.

Missing sidewalks along local streets may also be considered in the program, but major streets are usually the focus due to proximity to more destinations, exposure to traffic (both higher speeds and volume) and potential to connect with transit routes. Other candidate infill projects along local streets may be added through a resident petitioning or request process.

In general, the priority for sidewalk infill projects should focus on arterial and collector roads that:

- Have no existing sidewalks on either side; and
- Are located within a major activity area (i.e. employment nodes, commercial areas, school or other institutions, seniors centres and open spaces), within walking distance (i.e. 800m) of a transit stop or along a transit route.

However, it is also recognized that many criteria must be considered when developing priorities for sidewalk infilling. A priority framework is provided for Saint John in Exhibit 6.1 to facilitate the consideration of multiple criteria that can influence sidewalk infill priority. The criteria are taken from examples in other jurisdictions that apply a point system reflecting safety, traffic volume and destination criteria. Candidate infill locations with the most points will have a higher implementation priority.

Exhibit 6.1: Priority Framework for Sidewalk Infill Program in Saint John

Objective	Priority Criteria	Point Recommendations	Points
Pedestrian Safety and Comfort	No sidewalk on either side of the street	Maximum points given where no walkways on both sides of the street	10
	Pedestrian fatalities within the late 3 year	Set maximum point score per fatality	10
	Pedestrian injuries within the last 3 years	Set maximum point score per non-fatal injury	10
	Lack of nearby alternative walkways	Set point score if alternate walkway not in proximity (e.g. beyond 800m)	10
	Existing or future pedestrian activity	Ascending point score for low, medium and high pedestrian activity	0-2
	Existing and future vehicle traffic volume	Ascending point score for medium and high range AADT (e.g. <5,000, 5K-10K, 10K-15K, 15K-20K, >20,000 vpd)	0-4
	Operating Speed	Ascending point score for medium to high range of operating speeds (e.g. <50kph, 50-60kph, 60-70kph, 70-80kph, >90kph)	0-4
Maximum Score			50
Pedestrian Demand	Within major activity centre (i.e. employment nodes, commercial areas, institutions, parks and open spaces)	Set point score if within boundary of activity area or within proximity to major destination (e.g. 800m)	10
	Concentration of destination areas	Ascending point score for low, medium and high concentration of destination areas	0-2
	Access to elementary schools	Set point score for within elementary school proximity (e.g. within 400m)	15
	Access to secondary school	Set point score for within secondary school proximity (e.g. within 800m)	3
Maximum Score			30
Access to Transit	Proximity to transit stops	Set point score for within transit stop proximity (e.g. within 800m)	10
	Location along transit route	Ascending point score for no, partial, full transit route along infill sidewalk	0-2
	Request from the public	Set point score for record of public support	8
Maximum Score			20
Maximum Overall			100

Note that the actual scores for each priority factor are not final, but should be simple and produce desired outcomes. Assigned points for each criteria are intended to reflect relative level of importance. This approach allows for flexibility in the framework based on available data.

6.2 Sidewalk Infill Program Funding

Designated, recurring funding is necessary to effectively implement a sidewalk infill program. Funding individual sidewalk infill projects on a case-by-case basis can be inefficient, and there is the risk that less engaged neighbourhoods are overlooked even when there is a clear need for sidewalks. The priority framework can streamline the process not only by identifying need areas, but by providing guidance on how to allocate funding City-wide. The framework helps free up time required from City staff and Council to assess the trade-offs of each individual project. Instead, it provides a transparent policy-based approach to review proposed sidewalk retrofit projects on a multi-year and City-wide level.

The primary objective of a sidewalk infill program is to address pedestrian needs for safe places to walk by ensuring there are sidewalks on at least one side, and preferably both sides of all urban streets in the City. The total length of missing sidewalks would have to be measured, and the cost to install an infill sidewalk can range from to \$250,000 to over \$400,000 per kilometre depending on site conditions (such as the need to relocate utilities). Commitment to this level of investment is expected to be beyond the resources available to the City without resulting in a significant compromise to other City services and programs. Therefore, if the City supporting a sidewalk infill strategy, it also requires a strategy to manage the scope of a sidewalk infill program.

While infill funding would be dedicated primarily to new concrete sidewalks in urban areas, it can also fund pedestrian-dedicated asphalt walkways and multi-use trails along roads in more suburban locations as provided for in the Trails and Bikeways Strategic Plan.

**CANADA – CITY OF SAINT JOHN
PERMANENT PUBLIC TRANSIT PROGRAM – ACTIVE TRANSPORTATION FUND
GRANT AGREEMENT FOR PRELIMINARY ROAD SAFETY PUBLIC EDUCATION PLAN**

This Agreement is made as of the date of last signature.

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure and Communities, hereinafter referred to as the Minister of Intergovernmental Affairs, Infrastructure and Communities ("Canada")

AND **THE CITY OF SAINT JOHN**, a body corporate by *Royal Charter of 1785*, confirmed and amended by Acts of the Legislature of the Province of New Brunswick (the "Recipient"),

individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS the Active Transportation Fund is the first federal fund to target active transportation. It is making \$400 million in federal funding available over five years to support a modal shift away from cars and toward active transportation, in support of Canada's National Active Transportation Strategy;

WHEREAS the Minister of Intergovernmental Affairs, Infrastructure and Communities is responsible for the Permanent Public Transit Program - Active Transportation Fund ("the Program") and wishes to provide financial support to the City of Saint John under this Agreement;

WHEREAS the Recipient is a municipality which is eligible under the Program and has submitted to Canada an application dated March 31, 2022, which successfully met the selection criteria and qualifies for funding under the Program;

WHEREAS the Recipient is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

NOW THEREFORE, the Parties hereby agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

"**Agreement**" means this grant agreement and all its schedules, as may be amended from time to time.

"**Agreement End Date**" means September 30, 2023.

"**Communications Activity**" or "**Communications Activities**" means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

“Contract” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

“Effective Date” means the date of last signature of this Agreement.

“Eligibility Criteria” means the eligibility criteria as described in Schedule A.1 (Eligibility Criteria).

“Project” means the planning and design project submitted by the Recipient as described in Schedule A.2 (The Project).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

1.2 ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied, or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

The following schedules are attached to, and form part of this Agreement:

Schedule A – Grant Details

Schedule B – Eligible and Ineligible Expenditures

Schedule C – Communications Protocol

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

3. OBLIGATION OF THE PARTIES

3.1 GRANT BY CANADA

- a) Canada agrees to make a grant payment to the Recipient for the total amount of fifty-thousand dollars (\$50,000) under this Agreement which will be payable in accordance with the terms of this Agreement .
- b) The Parties acknowledge that Canada’s role in the Project is limited to making a grant payment to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project. Canada is neither a decision-maker nor an administrator to the Project.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will inform Canada promptly should it no longer meet the Eligibility Criteria.
- b) The Recipient will complete the Project in accordance with the terms and conditions of this Agreement.
- c) The Recipient will repay to Canada any and all overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will inform Canada immediately should it no longer be able to meet the terms and conditions of this Agreement or of any fact or event that could compromise wholly or in part the Project

3.3 APPROPRIATIONS AND FUNDING LEVELS

Notwithstanding Canada's obligation to make any payment under this agreement, this obligation does not arise if, at the time when a payment under this agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.4 CHANGES DURING THE LIFE OF THE PROJECT

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 13.12 (Amendments).

4. RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement by resolution of Common Council dated August 22, 2022;
- b) The Recipient has the capacity and authority to carry out the Project;
- c) The Recipient and Project meet the Eligibility Criteria;
- d) This Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) All information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- f) Any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that Act;
- g) The Recipient has not and will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- h) There are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement;
- i) The Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered;

- j) The Recipient will award and manage all Contracts in accordance with its policies and procedures and in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.

5. GRANT PAYMENT(S)

Canada will pay the grant payment to the Recipient in one lump sum within twenty (20) business days upon:

- a) the Parties' execution of this Agreement; and
- b) evidence provided by the Recipient, to Canada's satisfaction, that the Recipient meets the Eligibility Criteria.

6. REPORTING

The Recipient will be required to submit a narrative report on their activities upon the completion of their planning strategy. The contents of this report would include:

- a) Project targeted within the strategy;
- b) Alignment of strategy goals with federal outcomes;
- c) Outreach to vulnerable populations carried out during the creation of the strategy;
- d) Communications Activities.

7. AUDIT AND EVALUATION

7.1 RECIPIENT AUDIT

Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to two years after the Agreement End Date, in accordance with the Canadian Auditing Standards.

7.2 EVALUATION

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement.

7.3 CORRECTIVE ACTION

The Recipient agrees to ensure that prompt and timely corrective action is taken in response of any audit findings and recommendations conducted in accordance with this Agreement.

7.4 RECORD KEEPING

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

7.5 ACCESS

The Recipient will provide Canada and its designated representatives with reasonable and timely access to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

8. COMMUNICATIONS

8.1 COMMUNICATIONS PROTOCOL

The Parties will comply with Schedule C (Communications Protocol).

8.2 RECOGNITION OF CANADA'S GRANT

The Recipient will acknowledge Canada's grant in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

8.3 PUBLIC INFORMATION

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of the Project; and
- b) any evaluation or audit report and other reviews related to this Agreement.

8.4 OFFICIAL LANGUAGES

The Recipient agrees that:

- a) all bilingual requirements for joint funding announcements, and any communications activity led by Canada, will be managed by Infrastructure Canada.
- b) it will provide its services, when appropriate, in such a manner as to accommodate the specific needs of both official language communities.

9. INTELLECTUAL PROPERTY

- a) All intellectual property that arises in the course of the Project will vest in the Recipient.
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from third parties to this Agreement who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any third party to this Agreement in relation to such rights and to the Agreement.
- c) The Recipient hereby grants to Canada a free of charge, non-exclusive, royalty-free, perpetual, worldwide and irrevocable license to exercise the intellectual property rights including to collect, retain, use, reproduce, communicate, modify, disclose, translate, publish, and distribute, in whole or in part, products developed for the completion of the Project and any other information provided by the Recipient, for promotional, informational and reporting purposes, in relation to this Agreement, in any form and by any medium, for any purpose directly or indirectly related to the Program.
- d) Canada has the right to film or photograph the Recipient, its officers, servants, employees, or agents during visits, activities, and events for the purpose of promoting the Program. The Recipient further agrees that Canada can use or publish any such film or photograph internally or externally, in whole or in part, in any form and by any medium for the purposes of promoting the Program.

10. DISPUTE RESOLUTION

In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing

contained in this section will affect, alter or modify the rights of Canada under this Agreement to terminate the Agreement.

11. DEFAULT

11.1 EVENTS OF DEFAULT

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient no longer meets the Eligibility Criteria;
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction.

11.2 DECLARATION OF DEFAULT

Canada may declare a default if:

- a) In Canada's opinion, one or more of the Events of Default occurs;
- b) Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
- c) The Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

11.3 REMEDIES ON DEFAULT

In the event of default under this Agreement, Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to make a grant payment to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to make a grant payment to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the grant paid by Canada to the Recipient;
- d) terminate the Agreement.

12. LIMITATION OF LIABILITY AND INDEMNIFICATION

12.1 DEFINITION OF PERSON

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

12.2 LIMITATION OF LIABILITY

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or the Project.

12.3 INDEMNIFICATION

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

13. GENERAL

13.1 SURVIVAL

The Parties' rights and obligations, which by their nature extend beyond the termination of this Agreement, will survive any termination of this Agreement.

13.2 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse to Canada forthwith on demand.

13.3 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal Interest and Administrative Charges Regulations.

13.4 SET-OFF BY CANADA

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

13.5 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

13.6 CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

13.7 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

13.8 NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

13.9 ASSIGNMENT

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

13.10 COUNTERPART SIGNATURE

This Agreement may be signed in counterpart, including by electronic signature or PDF, and the signed copies will, when attached, constitute an original agreement.

13.11 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

13.12 AMENDMENTS

This Agreement, including its schedules, can only be amended in writing by the Parties.

13.13 WAIVER

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

13.14 NOTICE

- a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail, email, or messenger to the identified representatives of the Parties at the following coordinates, unless otherwise specified by Canada:

Canada:

Active Transportation Fund
Infrastructure Canada
180 Kent Street Ottawa Ontario
ATF-FTA@inf.gc.ca

Recipient:

The City of Saint John
City Hall, 15 Market Square
Saint John, NB, E2L 4L1
(506) 658-4455
Tim O'Reilly
Director, Public Works
tim.oreilly@saintjohn.ca

- b) Such notice will be deemed to have been received:

- i. in person, when delivered;
- ii. if sent by mail or email, when receipt is acknowledged by the other Party;

- iii. if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.
- c) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

13.15 COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

13.16 GOVERNING LAW

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in New Brunswick. The Parties attorn to the jurisdiction of the Courts of New Brunswick and all courts competent to hear appeals from the Courts of New Brunswick.

13.17 SUCCESSORS AND ASSIGNS

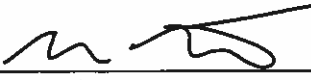
This Agreement is binding upon the Parties and their respective successors and assigns.



14. SIGNATURES

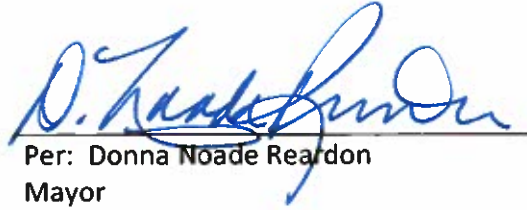
This Agreement has been executed on behalf of His Majesty the King in right of Canada by the Minister of Intergovernmental Affairs, Infrastructure and Communities and on behalf of The City of Saint John by the Mayor and City Clerk.

HIS MAJESTY THE KING IN RIGHT OF
CANADA


Per: Mark Matz, Director General,
Public Transit, Infrastructure Canada

12/15/2022
Date

THE CITY OF SAINT JOHN


Per: Donna Noade Reardon
Mayor

December 29, 2022
Date

Per: ~~Jonathan Taylor~~ Patricia Anglin
City Clerk ~~Deputy Clerk~~

December 29, 2022
Date

Common Council Resolution: August 22, 2022



SCHEDULE A – GRANT DETAILS

SCHEDULE A.1: ELIGIBILITY CRITERIA

RECIPIENT ELIGIBILITY:

Municipal, local and regional governments such as service districts; Indigenous organizations; and not-for-profit organizations can apply for planning and design grants. The complete list of eligible applicants is:

- 1) Municipalities, local and regional governments established under provincial or territorial statute, including service districts.
- 2) Public sector bodies that are established by or under provincial or territorial statute, or by regulation, or are wholly-owned by a province, territory, municipal or regional government, including but not limited to:
 - a) Municipally-owned corporations;
 - b) Provincial or territorial organizations that deliver municipal services; and
 - c) Any other form of local governance that exists outside of the municipality description.
- 3) Indigenous governing bodies, including but not limited to:
 - a) A band council within the meaning of section 2 of the *Indian Act*;
 - b) A First Nation, Inuit or Métis government or authority established pursuant to a Self-Government Agreement or a Comprehensive Land Claim Agreement between His Majesty the King in right of Canada and an Indigenous people of Canada, that has been approved, given effect and declared valid by federal legislation; and
 - c) A First Nation, Inuit or Métis government that is established by or under legislation whether federal or provincial that incorporates a governance structure.
- 4) Federally or Provincially incorporated not-for-profit organizations whose mandate is to improve Indigenous outcomes, organizations serving Indigenous communities living in urban centers and First Nations living off-reserve.
- 5) Indigenous development corporations.
- 6) Federally or Provincially incorporated not-for-profit organizations.

Please note that individuals; private citizens; and federal entities, including federal Crown corporations are ineligible.

PROJECT ELIGIBILITY:

Planning and design projects refer to the development or enhancement of formal active transportation strategic planning documents or stakeholder engagement. This could entail the development of an Active Transportation Strategy, that could support the National Active Transportation Strategy, or the development of an active transportation component which can be added to other planning documents, such as Official Community Plans, Sustainability Plans, and Transportation Plans. Eligible projects include:

- Research, including case studies, data collection initiatives, mapping of walkability and bikeability, community audits/assessments;
- Public and/or stakeholder engagement and outreach, education programs;
- Policy development, including drafting objectives/actions for inclusion in community land use and/or transportation plans;
- Feasibility studies, business cases, and detailed costing estimates relating to the design of a project or program; and
- Projects which support the implementation of Canada's national active transportation strategy, such as events raising awareness and encouraging adoption of active transportation.

SCHEDULE A.2: THE PROJECT

A Road Safety Strategy is part of our new Transportation Plan. Education forms one of the 3 E's of Transportation Safety and this project will produce the first public education plan as part of this strategy. Our overall Transportation Plan and the strategy are focused on educating and improving safety for all transportation modes and therefore the results of this project would be applicable for active transportation modes as well.

SCHEDULE A.3: THE PROJECT BUDGET

Project Budget	Amount
Total Project Cost	\$50,001
Total Eligible Cost	\$50,001

Total INFC Contribution	Grant Payment	Total
	2022-23	
ATF – Planning Stream	\$50,000	\$50,000

Other Sources of Funding

Funding from the Recipient	\$1
Funding from Additional Sources	\$0
Total Other Sources of Funding	\$1

SCHEDULE B – ELIGIBLE AND INELIGIBLE EXPENDITURES

Eligible expenditures are those considered to be direct and necessary for the successful implementation of an eligible project under the overarching Permanent Public Transit Program and the Active Transportation Fund and are incurred by an Eligible Recipient, excluding those explicitly identified in the Ineligible Costs section below.

While a Recipient under this Agreement is not required to submit claims they should be mindful of what is considered as eligible and ineligible as part of the funding provided by this Grant.

The Program Analyst assigned to manage your agreement will provide additional support on interpreting the eligible and ineligible expenditures.

SCHEDULE B.1: ELIGIBLE EXPENDITURES:

- Expenditures directly associated with joint federal communication activities and with federal project signage;
- Costs/expenditures incurred for consultation or engagement with Indigenous groups on the project. These costs are retroactively eligible dating back to one year prior to the submission of the application for funding. These costs can include legal fees of the Indigenous groups, as part of overall consultation capacity funding, if they are incurred by an Indigenous group who is not a Recipient or an Ultimate Recipient of the given project, are reasonable, as determined by Canada, support consultation efforts, activities or tools and are not used to fund litigation against the Crown;
- Expenditures incurred for accommodation of adverse impacts on Aboriginal and Treaty rights;
- Incremental expenditures directly related to meeting specific program requirements, such as climate change and resiliency assessments, as well as creating community employment benefit plans;
- The incremental costs of the eligible recipients' employees may be included as an eligible expenditure provided that the use of employees or equipment pertains solely to the implementation of the project, and:
 - There is a lack of private sector capacity to undertake the work; or
 - The work involves proprietary or specialized infrastructure or equipment that requires specific knowledge or skill of the recipient's employees; or
 - A collective agreement requires the recipient to use their own unionized employees for certain project work.
- Costs associated with project monitors or independent certifiers

SCHEDULE B.2: INELIGIBLE EXPENDITURES

- Expenditures incurred before project funding approval and any and all expenditures related to agreements signed prior to project funding approval, except those specified under Section B.1 of this Schedule.
- Expenditures related to purchasing land, buildings and associated real estate and other fees;
- Expenditures related to cost overruns or incurred for cancelled projects;
- Furnishings and non-fixed assets which are not essential for the operation of the asset/project;
- General repairs and maintenance of a project and related structures, unless they are part of a larger capital project;
- Services on works normally provided by an eligible recipient, incurred in the course of implementation of the project, except those specified as eligible expenditures;
- Taxes for which the eligible recipient is eligible for a tax rebate and all other costs eligible for rebates;

- On-going operations, maintenance and/or electricity and fuel costs associated with the operations of capital assets;
- Legal fees, except those explicitly eligible under Section B.1 of this Schedule
- Financing, interest, and taxes, including principal and interest payments to the Canada Infrastructure Bank;
- Leasing land, buildings, equipment and other facilities except for equipment other than equipment directly related to the construction of the project, real estate fees and related costs;
- Provincial sales tax and Goods and Services tax/HST, for which the recipient is eligible for a rebate, and any other costs eligible for rebates;
- Purchase or maintenance of diesel buses;
- Expenditures related to any good and services which are received through donation or in-kind contribution;
- Employee costs, with the exception of incremental costs which pertain solely to the implementation of the project under Section B.1 of this Schedule; and
- Maintenance expenditures incurred as part of regular operations;

SCHEDULE C– COMMUNICATIONS PROTOCOL INFORMING CANADIANS OF THE GOVERNMENT OF CANADA’S FUNDING

PURPOSE

This section outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to this Agreement and the Projects funded through it.

This section will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.

The provisions of this section apply to all Communications Activities related to this Agreement and any Projects funded under this Agreement.

GUIDING PRINCIPLES

Communications Activities undertaken in accordance with this section should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.

GOVERNANCE

The Parties will designate communications contacts that will be responsible for overseeing communication activities.

JOINT COMMUNICATIONS

Canada and the Recipient will jointly conduct Communications Activities about the funding of the Project(s) (“Joint Communications”).

Joint Communications under this Agreement should not occur without the prior knowledge and agreement of all Parties, where applicable.

All Joint Communications material will be approved by Canada and the Recipient prior to release, and will recognize the funding of all parties.

Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of the Project(s). The requestor will provide at least fifteen (15) business days' notice to the other Party. If the Communications Activity is an event, it will take place at a mutually agreed date and location.

The requestor of the Joint Communications will provide an equal opportunity for the other Parties to participate and choose their own designated representative (in the case of an event).

The Recipient will be responsible for providing onsite communications and logistics support.

Canada has an obligation to communicate in English and French. Joint Communications products must be bilingual and include the Canada word mark and Recipient’s logos. Canada will provide the translation services and final approval on products.

The conduct of all Joint Communications will follow the Table of Precedence for Canada.

INDIVIDUAL COMMUNICATIONS

Notwithstanding section 8 (Communications), Canada and the Recipient retain the right to meet their obligations to communicate information to Canadians about the Agreement and the use of funds through their own Communications Activities.

Canada will post a copy of this agreement on its website, in addition to information on any of the Recipients funded through it.

Canada, and the Recipient may each include general Program messaging and examples of Projects funded through the Agreement in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties; and if web or social-media based, from linking to it.

Canada and the Recipient may issue digital communications to communicate progress of the Project(s).

Where a Party establishes a web site or web page is created to promote or communicate progress on a funded Project or Projects, that Party must ensure that the site or page recognizes federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada."

The Canada wordmark or digital sign must link to Infrastructure Canada's website. Canada will provide and publish guidelines for how this recognition is to appear.

OPERATIONAL COMMUNICATIONS

The Recipient is solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, or construction and public safety notices. Operational communications as described above are not subject to the federal official language policy.

Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada."

MEDIA RELATIONS

Canada and the Recipient will share information promptly with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, Canada and/or the Recipient may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects. However, such a campaign will respect the provisions of this Agreement and the Government of Canada requirements for advertising. In the event of such a campaign, the sponsoring Party or Recipient will inform the other Parties or Recipient of its intention no less than twenty-one (21) working days prior to the campaign launch.

**CANADA – CITY OF SAINT JOHN
PERMANENT PUBLIC TRANSIT PROGRAM – ACTIVE TRANSPORTATION FUND
GRANT AGREEMENT FOR IDENTIFICATION, DESIGN FEATURES, AND PRIORITIZATION
OF NEEDED CROSSWALKS CROSSING ARTERIAL AND COLLECTOR STREETS**

This Agreement is made as of the date of last signature.

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure and Communities, hereinafter referred to as the Minister of Intergovernmental Affairs, Infrastructure and Communities ("Canada")

AND **CITY OF SAINT JOHN**, a body corporate by *Royal Charter of 1785*, confirmed and amended by Acts of the Legislature of the Province of New Brunswick (the "Recipient"),

individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS the Active Transportation Fund is the first federal fund to target active transportation. It is making \$400 million in federal funding available over five years to support a modal shift away from cars and toward active transportation, in support of Canada's National Active Transportation Strategy;

WHEREAS the Minister of Intergovernmental Affairs, Infrastructure and Communities is responsible for the Permanent Public Transit Program - Active Transportation Fund ("the Program") and wishes to provide financial support to the City of Saint John under this Agreement;

WHEREAS the Recipient is a municipality which is eligible under the Program and has submitted to Canada an application dated March 16, 2022, which successfully met the selection criteria and qualifies for funding under the Program;

WHEREAS the Recipient is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

NOW THEREFORE, the Parties hereby agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

"**Agreement**" means this grant agreement and all its schedules, as may be amended from time to time.

"**Agreement End Date**" means September 30, 2023.

"**Communications Activity**" or "**Communications Activities**" means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

“Contract” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

“Effective Date” means the date of last signature of this Agreement.

“Eligibility Criteria” means the eligibility criteria as described in Schedule A.1 (Eligibility Criteria).

“Project” means the planning and design project submitted by the Recipient as described in Schedule A.2 (The Project).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

1.2 ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied, or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

The following schedules are attached to, and form part of this Agreement:

Schedule A – Grant Details

Schedule B – Eligible and Ineligible Expenditures

Schedule C – Communications Protocol

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

3. OBLIGATION OF THE PARTIES

3.1 GRANT BY CANADA

- a) Canada agrees to make a grant payment to the Recipient for the total amount of fifty-thousand dollars (\$50,000) under this Agreement which will be payable in accordance with the terms of this Agreement .
- b) The Parties acknowledge that Canada’s role in the Project is limited to making a grant payment to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project. Canada is neither a decision-maker nor an administrator to the Project.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will inform Canada promptly should it no longer meet the Eligibility Criteria.
- b) The Recipient will complete the Project in accordance with the terms and conditions of this Agreement.
- c) The Recipient will repay to Canada any and all overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will inform Canada immediately should it no longer be able to meet the terms and conditions of this Agreement or of any fact or event that could compromise wholly or in part the Project

3.3 APPROPRIATIONS AND FUNDING LEVELS

Notwithstanding Canada's obligation to make any payment under this agreement, this obligation does not arise if, at the time when a payment under this agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.4 CHANGES DURING THE LIFE OF THE PROJECT

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 13.12 (Amendments).

4. RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement by resolution of Common Council, dated August 22, 2022;
- b) The Recipient has the capacity and authority to carry out the Project;
- c) The Recipient and Project meet the Eligibility Criteria;
- d) This Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) All information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment.;
- f) Any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that Act;
- g) The Recipient has not and will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- h) There are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement;
- i) The Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered;

- j) The Recipient will award and manage all Contracts in accordance with its policies and procedures and in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.

5. GRANT PAYMENT(S)

Canada will pay the grant payment to the Recipient in one lump sum within twenty (20) business days upon:

- a) the Parties' execution of this Agreement; and
- b) evidence provided by the Recipient, to Canada's satisfaction, that the Recipient meets the Eligibility Criteria.

6. REPORTING

The Recipient will be required to submit a narrative report on their activities upon the completion of their planning strategy. The contents of this report would include:

- a) Project targeted within the strategy;
- b) Alignment of strategy goals with federal outcomes;
- c) Outreach to vulnerable populations carried out during the creation of the strategy;
- d) Communications Activities.

7. AUDIT AND EVALUATION

7.1 RECIPIENT AUDIT

Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to two years after the Agreement End Date, in accordance with the Canadian Auditing Standards.

7.2 EVALUATION

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement.

7.3 CORRECTIVE ACTION

The Recipient agrees to ensure that prompt and timely corrective action is taken in response of any audit findings and recommendations conducted in accordance with this Agreement.

7.4 RECORD KEEPING

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

7.5 ACCESS

The Recipient will provide Canada and its designated representatives with reasonable and timely access to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

8. COMMUNICATIONS

8.1 COMMUNICATIONS PROTOCOL

The Parties will comply with Schedule C (Communications Protocol).

8.2 RECOGNITION OF CANADA'S GRANT

The Recipient will acknowledge Canada's grant in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

8.3 PUBLIC INFORMATION

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of the Project; and
- b) any evaluation or audit report and other reviews related to this Agreement.

8.4 OFFICIAL LANGUAGES

The Recipient agrees that:

- a) all bilingual requirements for joint funding announcements, and any communications activity led by Canada, will be managed by Infrastructure Canada.
- b) it will provide its services, when appropriate, in such a manner as to accommodate the specific needs of both official language communities.

9. INTELLECTUAL PROPERTY

- a) All intellectual property that arises in the course of the Project will vest in the Recipient.
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from third parties to this Agreement who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any third party to this Agreement in relation to such rights and to the Agreement.
- c) The Recipient hereby grants to Canada a free of charge, non-exclusive, royalty-free, perpetual, worldwide and irrevocable license to exercise the intellectual property rights including to collect, retain, use, reproduce, communicate, modify, disclose, translate, publish, and distribute, in whole or in part, products developed for the completion of the Project and any other information provided by the Recipient, for promotional, informational and reporting purposes, in relation to this Agreement, in any form and by any medium, for any purpose directly or indirectly related to the Program.
- d) Canada has the right to film or photograph the Recipient, its officers, servants, employees, or agents during visits, activities, and events for the purpose of promoting the Program. The Recipient further agrees that Canada can use or publish any such film or photograph internally or externally, in whole or in part, in any form and by any medium for the purposes of promoting the Program.

10. DISPUTE RESOLUTION

In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing

contained in this section will affect, alter or modify the rights of Canada under this Agreement to terminate the Agreement.

11. DEFAULT

11.1 EVENTS OF DEFAULT

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient no longer meets the Eligibility Criteria;
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction.

11.2 DECLARATION OF DEFAULT

Canada may declare a default if:

- a) In Canada's opinion, one or more of the Events of Default occurs;
- b) Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
- c) The Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

11.3 REMEDIES ON DEFAULT

In the event of default under this Agreement, Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to make a grant payment to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to make a grant payment to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the grant paid by Canada to the Recipient;
- d) terminate the Agreement.

12. LIMITATION OF LIABILITY AND INDEMNIFICATION

12.1 DEFINITION OF PERSON

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

12.2 LIMITATION OF LIABILITY

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or the Project.

12.3 INDEMNIFICATION

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

13. GENERAL

13.1 SURVIVAL

The Parties' rights and obligations, which by their nature extend beyond the termination of this Agreement, will survive any termination of this Agreement.

13.2 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse to Canada forthwith on demand.

13.3 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal Interest and Administrative Charges Regulations.

13.4 SET-OFF BY CANADA

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

13.5 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

13.6 CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

13.7 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

13.8 NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

13.9 ASSIGNMENT

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

13.10 COUNTERPART SIGNATURE

This Agreement may be signed in counterpart, including by electronic signature or PDF, and the signed copies will, when attached, constitute an original agreement.

13.11 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

13.12 AMENDMENTS

This Agreement, including its schedules, can only be amended in writing by the Parties.

13.13 WAIVER

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

13.14 NOTICE

- a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail, email, or messenger to the identified representatives of the Parties at the following coordinates, unless otherwise specified by Canada:

Canada:

Active Transportation Fund
Infrastructure Canada
180 Kent Street Ottawa Ontario
ATF-FTA@infc.gc.ca

Recipient:

The City of Saint John
City Hall, 15 Market Square
Saint John, NB, E2L 4L1
(506) 658-4455
Tim O'Reilly
Director, Public Works
tim.oreilly@saintjohn.ca

- b) Such notice will be deemed to have been received:

- i. in person, when delivered;
- ii. if sent by mail or email, when receipt is acknowledged by the other Party;

- iii. if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.
- c) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

13.15 COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

13.16 GOVERNING LAW

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in New Brunswick. The Parties attorn to the jurisdiction of the Courts of New Brunswick and all courts competent to hear appeals from the Courts of New Brunswick.

13.17 SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Parties and their respective successors and assigns.



14. SIGNATURES

This Agreement has been executed on behalf of His Majesty the King in right of Canada by the Minister of Intergovernmental Affairs, Infrastructure and Communities and on behalf of The City of Saint John by the Mayor and City Clerk.

HIS MAJESTY THE KING IN RIGHT OF CANADA

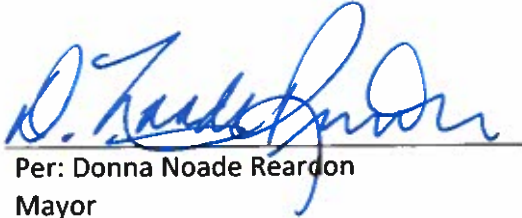


Per: Mark Matz, Director General,
Public Transit, Infrastructure Canada

12/15/2022

Date

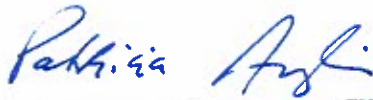
THE CITY OF SAINT JOHN



Per: Donna Noade Reardon
Mayor

December 29, 2022

Date



Per: Jonathan Taylor
City Clerk

Patricia Anglin
Deputy Clerk

December 29, 2022

Date

Common Council Resolution - August 22, 2022



SCHEDULE A – GRANT DETAILS

SCHEDULE A.1: ELIGIBILITY CRITERIA

RECIPIENT ELIGIBILITY:

Municipal, local and regional governments such as service districts; Indigenous organizations; and not-for-profit organizations can apply for planning and design grants. The complete list of eligible applicants is:

- 1) Municipalities, local and regional governments established under provincial or territorial statute, including service districts.
- 2) Public sector bodies that are established by or under provincial or territorial statute, or by regulation, or are wholly-owned by a province, territory, municipal or regional government, including but not limited to:
 - a) Municipally-owned corporations;
 - b) Provincial or territorial organizations that deliver municipal services; and
 - c) Any other form of local governance that exists outside of the municipality description.
- 3) Indigenous governing bodies, including but not limited to:
 - a) A band council within the meaning of section 2 of the *Indian Act*;
 - b) A First Nation, Inuit or Métis government or authority established pursuant to a Self-Government Agreement or a Comprehensive Land Claim Agreement between His Majesty the King in right of Canada and an Indigenous people of Canada, that has been approved, given effect and declared valid by federal legislation; and
 - c) A First Nation, Inuit or Métis government that is established by or under legislation whether federal or provincial that incorporates a governance structure.
- 4) Federally or Provincially incorporated not-for-profit organizations whose mandate is to improve Indigenous outcomes, organizations serving Indigenous communities living in urban centers and First Nations living off-reserve.
- 5) Indigenous development corporations.
- 6) Federally or Provincially incorporated not-for-profit organizations.

Please note that individuals; private citizens; and federal entities, including federal Crown corporations are ineligible.

PROJECT ELIGIBILITY:

Planning and design projects refer to the development or enhancement of formal active transportation strategic planning documents or stakeholder engagement. This could entail the development of an Active Transportation Strategy, that could support the National Active Transportation Strategy, or the development of an active transportation component which can be added to other planning documents, such as Official Community Plans, Sustainability Plans, and Transportation Plans. Eligible projects include:

- Research, including case studies, data collection initiatives, mapping of walkability and bikeability, community audits/assessments;
- Public and/or stakeholder engagement and outreach, education programs;
- Policy development, including drafting objectives/actions for inclusion in community land use and/or transportation plans;
- Feasibility studies, business cases, and detailed costing estimates relating to the design of a project or program; and
- Projects which support the implementation of Canada's national active transportation strategy, such as events raising awareness and encouraging adoption of active transportation.

SCHEDULE A.2: THE PROJECT

This project will identify locations on arterial and collector streets within Saint John where there should be crosswalks, define the type of crosswalk warranted in each location, and prioritize the projects. Saint John developed by urban sprawl and the amalgamation of prior separated smaller jurisdictions resulting in many arterial and collector streets that dissect our community and make it difficult for pedestrians to cross to access different parts of their community and/or access Transit or school buses. The City receives a significant number of requests for crosswalks as a result, but these are typically from a single community source. Instead of prioritizing installations with very limited resources based on individual requests, the City instead would like to ensure crosswalk locations are identified and prioritized based on where they will serve pedestrians and bus riders most with a holistic planning project such as this proposed project. It is anticipated the hired consultant will use adjacent land use data, data on our existing and future planned pedestrian routes, and potentially data available from smart phone tracking to identify where crosswalk locations will serve more of the community. Accessible design features are expected to be incorporated into many crosswalk locations to ensure these accessible by pedestrians of all abilities. There is also an expectation this project will integrate with and use guidance from our new Transportation Plan, which is tailored to serve transportation of all modes including pedestrians.

SCHEDULE A.3: THE PROJECT BUDGET

Project Budget	Amount
Total Project Cost	\$50,001
Total Eligible Cost	\$50,001

Total INFC Contribution	Grant Payment	Total
	2022-23	
ATF – Planning Stream	\$50,000	\$50,000

Other Sources of Funding

Funding from the Recipient	\$1
Funding from Additional Sources	\$0
Total Other Sources of Funding	\$1

SCHEDULE B – ELIGIBLE AND INELIGIBLE EXPENDITURES

Eligible expenditures are those considered to be direct and necessary for the successful implementation of an eligible project under the overarching Permanent Public Transit Program and the Active Transportation Fund and are incurred by an Eligible Recipient, excluding those explicitly identified in the Ineligible Costs section below.

While a Recipient under this Agreement is not required to submit claims they should be mindful of what is considered as eligible and ineligible as part of the funding provided by this Grant.

The Program Analyst assigned to manage your agreement will provide additional support on interpreting the eligible and ineligible expenditures.

SCHEDULE B.1: ELIGIBLE EXPENDITURES:

- Expenditures directly associated with joint federal communication activities and with federal project signage;
- Costs/expenditures incurred for consultation or engagement with Indigenous groups on the project. These costs are retroactively eligible dating back to one year prior to the submission of the application for funding. These costs can include legal fees of the Indigenous groups, as part of overall consultation capacity funding, if they are incurred by an Indigenous group who is not a Recipient or an Ultimate Recipient of the given project, are reasonable, as determined by Canada, support consultation efforts, activities or tools and are not used to fund litigation against the Crown;
- Expenditures incurred for accommodation of adverse impacts on Aboriginal and Treaty rights;
- Incremental expenditures directly related to meeting specific program requirements, such as climate change and resiliency assessments, as well as creating community employment benefit plans;
- The incremental costs of the eligible recipients' employees may be included as an eligible expenditure provided that the use of employees or equipment pertains solely to the implementation of the project, and:
 - There is a lack of private sector capacity to undertake the work; or
 - The work involves proprietary or specialized infrastructure or equipment that requires specific knowledge or skill of the recipient's employees; or
 - A collective agreement requires the recipient to use their own unionized employees for certain project work.
- Costs associated with project monitors or independent certifiers

SCHEDULE B.2: INELIGIBLE EXPENDITURES

- Expenditures incurred before project funding approval and any and all expenditures related to agreements signed prior to project funding approval, except those specified under Section B.1 of this Schedule.
- Expenditures related to purchasing land, buildings and associated real estate and other fees;
- Expenditures related to cost overruns or incurred for cancelled projects;
- Furnishings and non-fixed assets which are not essential for the operation of the asset/project;
- General repairs and maintenance of a project and related structures, unless they are part of a larger capital project;
- Services on works normally provided by an eligible recipient, incurred in the course of implementation of the project, except those specified as eligible expenditures;
- Taxes for which the eligible recipient is eligible for a tax rebate and all other costs eligible for rebates;
- On-going operations, maintenance and/or electricity and fuel costs associated with the operations of capital assets;
- Legal fees, except those explicitly eligible under Section B.1 of this Schedule

- Financing, interest, and taxes, including principal and interest payments to the Canada Infrastructure Bank;
- Leasing land, buildings, equipment and other facilities except for equipment other than equipment directly related to the construction of the project, real estate fees and related costs;
- Provincial sales tax and Goods and Services tax/HST, for which the recipient is eligible for a rebate, and any other costs eligible for rebates;
- Purchase or maintenance of diesel buses;
- Expenditures related to any good and services which are received through donation or in-kind contribution;
- Employee costs, with the exception of incremental costs which pertain solely to the implementation of the project under Section B.1 of this Schedule; and
- Maintenance expenditures incurred as part of regular operations;

SCHEDULE C– COMMUNICATIONS PROTOCOL INFORMING CANADIANS OF THE GOVERNMENT OF CANADA’S FUNDING

PURPOSE

This section outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to this Agreement and the Projects funded through it.

This section will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.

The provisions of this section apply to all Communications Activities related to this Agreement and any Projects funded under this Agreement.

GUIDING PRINCIPLES

Communications Activities undertaken in accordance with this section should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.

GOVERNANCE

The Parties will designate communications contacts that will be responsible for overseeing communication activities.

JOINT COMMUNICATIONS

Canada and the Recipient will jointly conduct Communications Activities about the funding of the Project(s) (“Joint Communications”).

Joint Communications under this Agreement should not occur without the prior knowledge and agreement of all Parties, where applicable.

All Joint Communications material will be approved by Canada and the Recipient prior to release, and will recognize the funding of all parties.

Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of the Project(s). The requestor will provide at least fifteen (15) business days' notice to the other Party. If the Communications Activity is an event, it will take place at a mutually agreed date and location.

The requestor of the Joint Communications will provide an equal opportunity for the other Parties to participate and choose their own designated representative (in the case of an event).

The Recipient will be responsible for providing onsite communications and logistics support.

Canada has an obligation to communicate in English and French. Joint Communications products must be bilingual and include the Canada word mark and Recipient’s logos. Canada will provide the translation services and final approval on products.

The conduct of all Joint Communications will follow the Table of Precedence for Canada.

INDIVIDUAL COMMUNICATIONS

Notwithstanding section 8 (Communications), Canada and the Recipient retain the right to meet their obligations to communicate information to Canadians about the Agreement and the use of funds through their own Communications Activities.

Canada will post a copy of this agreement on its website, in addition to information on any of the Recipients funded through it.

Canada, and the Recipient may each include general Program messaging and examples of Projects funded through the Agreement in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties; and if web or social-media based, from linking to it.

Canada and the Recipient may issue digital communications to communicate progress of the Project(s).

Where a Party establishes a web site or web page is created to promote or communicate progress on a funded Project or Projects, that Party must ensure that the site or page recognizes federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada."

The Canada wordmark or digital sign must link to **Infrastructure Canada's website**. Canada will provide and publish guidelines for how this recognition is to appear.

OPERATIONAL COMMUNICATIONS

The Recipient is solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, or construction and public safety notices. Operational communications as described above are not subject to the federal official language policy.

Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada."

MEDIA RELATIONS

Canada and the Recipient will share information promptly with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, Canada and/or the Recipient may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects. However, such a campaign will respect the provisions of this Agreement and the Government of Canada requirements for advertising. In the event of such a campaign, the sponsoring Party or Recipient will inform the other Parties or Recipient of its intention no less than twenty-one (21) working days prior to the campaign launch.

**CANADA – CITY OF SAINT JOHN
PERMANENT PUBLIC TRANSIT PROGRAM – ACTIVE TRANSPORTATION FUND
GRANT AGREEMENT FOR SIDEWALK INFILL STRATEGY COMPLETION**

This Agreement is made as of the date of last signature.

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure and Communities, hereinafter referred to as the Minister of Intergovernmental Affairs, Infrastructure and Communities ("Canada")

AND **THE CITY OF SAINT JOHN**, a body corporate by *Royal Charter of 1785*, confirmed and amended by Acts of the Legislature of the Province of New Brunswick (the "Recipient"),

individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS the Active Transportation Fund is the first federal fund to target active transportation. It is making \$400 million in federal funding available over five years to support a modal shift away from cars and toward active transportation, in support of Canada's National Active Transportation Strategy;

WHEREAS the Minister of Intergovernmental Affairs, Infrastructure and Communities is responsible for the Permanent Public Transit Program - Active Transportation Fund ("the Program") and wishes to provide financial support to the City of Saint John under this Agreement;

WHEREAS the Recipient is a Municipality which is eligible under the Program and has submitted to Canada an application dated March 22, 2022, which successfully met the selection criteria and qualifies for funding under the Program;

WHEREAS the Recipient is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

NOW THEREFORE, the Parties hereby agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

"Agreement" means this grant agreement and all its schedules, as may be amended from time to time.

"Agreement End Date" means September 30, 2023.

"Communications Activity" or **"Communications Activities"** means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

"Contract" means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

“Effective Date” means the date of last signature of this Agreement.

“Eligibility Criteria” means the eligibility criteria as described in Schedule A.1 (Eligibility Criteria).

“Project” means the planning and design project submitted by the Recipient as described in Schedule A.2 (The Project).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

1.2 ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied, or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

The following schedules are attached to, and form part of this Agreement:

Schedule A – Grant Details

Schedule B – Eligible and Ineligible Expenditures

Schedule C – Communications Protocol

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

3. OBLIGATION OF THE PARTIES

3.1 GRANT BY CANADA

- a) Canada agrees to make a grant payment to the Recipient for the total amount of fifty-thousand dollars (\$50,000) under this Agreement which will be payable in accordance with the terms of this Agreement .
- b) The Parties acknowledge that Canada’s role in the Project is limited to making a grant payment to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project. Canada is neither a decision-maker nor an administrator to the Project.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will inform Canada promptly should it no longer meet the Eligibility Criteria.
- b) The Recipient will complete the Project in accordance with the terms and conditions of this Agreement.
- c) The Recipient will repay to Canada any and all overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will inform Canada immediately should it no longer be able to meet the terms and conditions of this Agreement or of any fact or event that could compromise wholly or in part the Project

3.3 APPROPRIATIONS AND FUNDING LEVELS

Notwithstanding Canada’s obligation to make any payment under this agreement, this obligation does not arise if, at the time when a payment under

this agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.4 CHANGES DURING THE LIFE OF THE PROJECT

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 13.12 (Amendments).

4. RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement by resolution of its Common Council dated August 22, 2022;
- b) The Recipient has the capacity and authority to carry out the Project;
- c) The Recipient and Project meet the Eligibility Criteria;
- d) This Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) All information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- f) Any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that Act;
- g) The Recipient has not and will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- h) There are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement;
- i) The Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered;
- j) The Recipient will award and manage all Contracts in accordance with its policies and procedures and in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner otherwise

acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.

5. GRANT PAYMENT(S)

Canada will pay the grant payment to the Recipient in one lump sum within twenty (20) business days upon:

- a) the Parties' execution of this Agreement; and
- b) evidence provided by the Recipient, to Canada's satisfaction, that the Recipient meets the Eligibility Criteria.

6. REPORTING

The Recipient will be required to submit a narrative report on their activities upon the completion of their planning strategy. The contents of this report would include:

- a) Project targeted within the strategy;
- b) Alignment of strategy goals with federal outcomes;
- c) Outreach to vulnerable populations carried out during the creation of the strategy;
- d) Communications Activities.

7. AUDIT AND EVALUATION

7.1 RECIPIENT AUDIT

Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to two years after the Agreement End Date, in accordance with the Canadian Auditing Standards.

7.2 EVALUATION

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement.

7.3 CORRECTIVE ACTION

The Recipient agrees to ensure that prompt and timely corrective action is taken in response of any audit findings and recommendations conducted in accordance with this Agreement.

7.4 RECORD KEEPING

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

7.5 ACCESS

The Recipient will provide Canada and its designated representatives with reasonable and timely access to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

8. COMMUNICATIONS

8.1 COMMUNICATIONS PROTOCOL

The Parties will comply with Schedule C (Communications Protocol).

8.2 RECOGNITION OF CANADA'S GRANT

The Recipient will acknowledge Canada's grant in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

8.3 PUBLIC INFORMATION

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of the Project; and
- b) any evaluation or audit report and other reviews related to this Agreement.

8.4 OFFICIAL LANGUAGES

The Recipient agrees that:

- a) all bilingual requirements for joint funding announcements, and any communications activity led by Canada, will be managed by Infrastructure Canada.
- b) it will provide its services, when appropriate, in such a manner as to accommodate the specific needs of both official language communities.

9. INTELLECTUAL PROPERTY

- a) All intellectual property that arises in the course of the Project will vest in the Recipient.
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from third parties to this Agreement who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any third party to this Agreement in relation to such rights and to the Agreement.
- c) The Recipient hereby grants to Canada a free of charge, non-exclusive, royalty-free, perpetual, worldwide and irrevocable license to exercise the intellectual property rights including to collect, retain, use, reproduce, communicate, modify, disclose, translate, publish, and distribute, in whole or in part, products developed for the completion of the Project and any other information provided by the Recipient, for promotional, informational and reporting purposes, in relation to this Agreement, in any form and by any medium, for any purpose directly or indirectly related to the Program.
- d) Canada has the right to film or photograph the Recipient, its officers, servants, employees, or agents during visits, activities, and events for the purpose of promoting the Program. The Recipient further agrees that Canada can use or publish any such film or photograph internally or externally, in whole or in part, in any form and by any medium for the purposes of promoting the Program.

10. DISPUTE RESOLUTION

In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing

contained in this section will affect, alter or modify the rights of Canada under this Agreement to terminate the Agreement.

11. DEFAULT

11.1 EVENTS OF DEFAULT

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient no longer meets the Eligibility Criteria;
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction.

11.2 DECLARATION OF DEFAULT

Canada may declare a default if:

- a) In Canada's opinion, one or more of the Events of Default occurs;
- b) Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
- c) The Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

11.3 REMEDIES ON DEFAULT

In the event of default under this Agreement, Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to make a grant payment to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to make a grant payment to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the grant paid by Canada to the Recipient;
- d) terminate the Agreement.

12. LIMITATION OF LIABILITY AND INDEMNIFICATION

12.1 DEFINITION OF PERSON

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

12.2 LIMITATION OF LIABILITY

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or the Project.

12.3 INDEMNIFICATION

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

13. GENERAL

13.1 SURVIVAL

The Parties' rights and obligations, which by their nature extend beyond the termination of this Agreement, will survive any termination of this Agreement.

13.2 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse to Canada forthwith on demand.

13.3 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal Interest and Administrative Charges Regulations.

13.4 SET-OFF BY CANADA

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

13.5 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

13.6 CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

13.7 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

13.8 NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

13.9 ASSIGNMENT

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

13.10 COUNTERPART SIGNATURE

This Agreement may be signed in counterpart, including by electronic signature or PDF, and the signed copies will, when attached, constitute an original agreement.

13.11 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

13.12 AMENDMENTS

This Agreement, including its schedules, can only be amended in writing by the Parties.

13.13 WAIVER

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

13.14 NOTICE

- a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail, email, or messenger to the identified representatives of the Parties at the following coordinates, unless otherwise specified by Canada:

Canada:

Active Transportation Fund
Infrastructure Canada
180 Kent Street Ottawa Ontario
ATF-FTA@infc.gc.ca

Recipient:

The City of Saint John
City Hall, 15 Market Square
Saint John, NB, E2L 4L1
(506) 658-4455
Tim O'Reilly
Director, Public Works
tim.oreilly@saintjohn.ca

- b) Such notice will be deemed to have been received:

- i. in person, when delivered;

- ii. if sent by mail or email, when receipt is acknowledged by the other Party;
 - iii. if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.
- c) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

13.15 COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

13.16 GOVERNING LAW

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in New Brunswick. The Parties attorn to the jurisdiction of the Courts of New Brunswick and all courts competent to hear appeals from the Courts of New Brunswick.

13.17 SUCCESSORS AND ASSIGNS


This Agreement is binding upon the Parties and their respective successors and assigns.



14. SIGNATURES

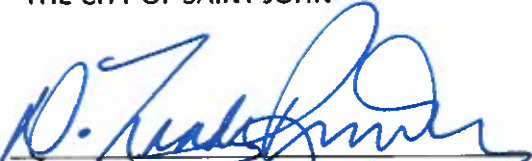
This Agreement has been executed on behalf of His Majesty the King in right of Canada by the Minister of Intergovernmental Affairs, Infrastructure and Communities and on behalf of The City of Saint John by the Mayor and City Clerk.

HIS MAJESTY THE KING IN RIGHT OF CANADA



Per: Mark Matz, Director General,
Public Transit, Infrastructure Canada

12/15/2022
Date

THE CITY OF SAINT JOHN


Per: Donna Noade Reardon
Mayor

December 29, 2022
Date


Per: Jonathan Taylor Patricia Anglin
City Clerk Deputy Clerk

December 27, 2022
Date

Common Council Resolution: August 22, 2022



SCHEDULE A – GRANT DETAILS

SCHEDULE A.1: ELIGIBILITY CRITERIA

RECIPIENT ELIGIBILITY:

Municipal, local and regional governments such as service districts; Indigenous organizations; and not-for-profit organizations can apply for planning and design grants. The complete list of eligible applicants is:

- 1) Municipalities, local and regional governments established under provincial or territorial statute, including service districts.
- 2) Public sector bodies that are established by or under provincial or territorial statute, or by regulation, or are wholly-owned by a province, territory, municipal or regional government, including but not limited to:
 - a) Municipally-owned corporations;
 - b) Provincial or territorial organizations that deliver municipal services; and
 - c) Any other form of local governance that exists outside of the municipality description.
- 3) Indigenous governing bodies, including but not limited to:
 - a) A band council within the meaning of section 2 of the *Indian Act*;
 - b) A First Nation, Inuit or Métis government or authority established pursuant to a Self-Government Agreement or a Comprehensive Land Claim Agreement between His Majesty the King in right of Canada and an Indigenous people of Canada, that has been approved, given effect and declared valid by federal legislation; and
 - c) A First Nation, Inuit or Métis government that is established by or under legislation whether federal or provincial that incorporates a governance structure.
- 4) Federally or Provincially incorporated not-for-profit organizations whose mandate is to improve Indigenous outcomes, organizations serving Indigenous communities living in urban centers and First Nations living off-reserve.
- 5) Indigenous development corporations.
- 6) Federally or Provincially incorporated not-for-profit organizations.

Please note that individuals; private citizens; and federal entities, including federal Crown corporations are ineligible.

PROJECT ELIGIBILITY:

Planning and design projects refer to the development or enhancement of formal active transportation strategic planning documents or stakeholder engagement. This could entail the development of an Active Transportation Strategy, that could support the National Active Transportation Strategy, or the development of an active transportation component which can be added to other planning documents, such as Official Community Plans, Sustainability Plans, and Transportation Plans. Eligible projects include:

- Research, including case studies, data collection initiatives, mapping of walkability and bikeability, community audits/assessments;
- Public and/or stakeholder engagement and outreach, education programs;
- Policy development, including drafting objectives/actions for inclusion in community land use and/or transportation plans;
- Feasibility studies, business cases, and detailed costing estimates relating to the design of a project or program; and
- Projects which support the implementation of Canada's national active transportation strategy, such as events raising awareness and encouraging adoption of active transportation.

SCHEDULE A.2: THE PROJECT

This project would finalize a Sidewalk Infill Strategy introduced as part of the Pedestrian Strategy of our new Transportation Plan (MoveSJ) as well as prioritize missing sections of sidewalks, and potentially trails, that should be constructed using the developed Priority Framework. This project is proposed because The City of Saint John has some streets without sidewalks adjacent to them where requests from the community are received to construct them. In order to ensure investment of public funds to construct missing sections of sidewalks are maximized, the Sidewalk Infill Strategy presents an evidence-based, risk management approach to prioritize missing sections of sidewalks. As the Priority Framework, submitted with this application, considers safety and access, use of the Sidewalk Infill Strategy to prioritize construction of missing sidewalks has the intended outcome of improving pedestrian infrastructure that best promotes walking as an active form of transportation for the community.

SCHEDULE A.3: THE PROJECT BUDGET

Project Budget	Amount
Total Project Cost	\$50,001
Total Eligible Cost	\$50,001

Total INFC Contribution	Grant Payment	Total
	2022-23	
ATF – Planning Stream	\$50,000	\$50,000

Other Sources of Funding

Funding from the Recipient	\$1
Funding from Additional Sources	\$0
Total Other Sources of Funding	\$1

SCHEDULE B – ELIGIBLE AND INELIGIBLE EXPENDITURES

Eligible expenditures are those considered to be direct and necessary for the successful implementation of an eligible project under the overarching Permanent Public Transit Program and the Active Transportation Fund and are incurred by an Eligible Recipient, excluding those explicitly identified in the Ineligible Costs section below.

While a Recipient under this Agreement is not required to submit claims they should be mindful of what is considered as eligible and ineligible as part of the funding provided by this Grant.

The Program Analyst assigned to manage your agreement will provide additional support on interpreting the eligible and ineligible expenditures.

SCHEDULE B.1: ELIGIBLE EXPENDITURES:

- Expenditures directly associated with joint federal communication activities and with federal project signage;
- Costs/expenditures incurred for consultation or engagement with Indigenous groups on the project. These costs are retroactively eligible dating back to one year prior to the submission of the application for funding. These costs can include legal fees of the Indigenous groups, as part of overall consultation capacity funding, if they are incurred by an Indigenous group who is not a Recipient or an Ultimate Recipient of the given project, are reasonable, as determined by Canada, support consultation efforts, activities or tools and are not used to fund litigation against the Crown;
- Expenditures incurred for accommodation of adverse impacts on Aboriginal and Treaty rights;
- Incremental expenditures directly related to meeting specific program requirements, such as climate change and resiliency assessments, as well as creating community employment benefit plans;
- The incremental costs of the eligible recipients' employees may be included as an eligible expenditure provided that the use of employees or equipment pertains solely to the implementation of the project, and:
 - There is a lack of private sector capacity to undertake the work; or
 - The work involves proprietary or specialized infrastructure or equipment that requires specific knowledge or skill of the recipient's employees; or
 - A collective agreement requires the recipient to use their own unionized employees for certain project work.
- Costs associated with project monitors or independent certifiers

SCHEDULE B.2: INELIGIBLE EXPENDITURES

- Expenditures incurred before project funding approval and any and all expenditures related to agreements signed prior to project funding approval, except those specified under Section B.1 of this Schedule.
- Expenditures related to purchasing land, buildings and associated real estate and other fees;
- Expenditures related to cost overruns or incurred for cancelled projects;
- Furnishings and non-fixed assets which are not essential for the operation of the asset/project;
- General repairs and maintenance of a project and related structures, unless they are part of a larger capital project;
- Services on works normally provided by an eligible recipient, incurred in the course of implementation of the project, except those specified as eligible expenditures;
- Taxes for which the eligible recipient is eligible for a tax rebate and all other costs eligible for rebates;
- On-going operations, maintenance and/or electricity and fuel costs associated with the operations of capital assets;

- Legal fees, except those explicitly eligible under Section B.1 of this Schedule
- Financing, interest, and taxes, including principal and interest payments to the Canada Infrastructure Bank;
- Leasing land, buildings, equipment and other facilities except for equipment other than equipment directly related to the construction of the project, real estate fees and related costs;
- Provincial sales tax and Goods and Services tax/HST, for which the recipient is eligible for a rebate, and any other costs eligible for rebates;
- Purchase or maintenance of diesel buses;
- Expenditures related to any good and services which are received through donation or in-kind contribution;
- Employee costs, with the exception of incremental costs which pertain solely to the implementation of the project under Section B.1 of this Schedule; and
- Maintenance expenditures incurred as part of regular operations;

SCHEDULE C– COMMUNICATIONS PROTOCOL INFORMING CANADIANS OF THE GOVERNMENT OF CANADA’S FUNDING

PURPOSE

This section outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to this Agreement and the Projects funded through it.

This section will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.

The provisions of this section apply to all Communications Activities related to this Agreement and any Projects funded under this Agreement.

GUIDING PRINCIPLES

Communications Activities undertaken in accordance with this section should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.

GOVERNANCE

The Parties will designate communications contacts that will be responsible for overseeing communication activities.

JOINT COMMUNICATIONS

Canada and the Recipient will jointly conduct Communications Activities about the funding of the Project(s) (“Joint Communications”).

Joint Communications under this Agreement should not occur without the prior knowledge and agreement of all Parties, where applicable.

All Joint Communications material will be approved by Canada and the Recipient prior to release, and will recognize the funding of all parties.

Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of the Project(s). The requestor will provide at least fifteen (15) business days' notice to the other Party. If the Communications Activity is an event, it will take place at a mutually agreed date and location.

The requestor of the Joint Communications will provide an equal opportunity for the other Parties to participate and choose their own designated representative (in the case of an event).

The Recipient will be responsible for providing onsite communications and logistics support.

Canada has an obligation to communicate in English and French. Joint Communications products must be bilingual and include the Canada word mark and Recipient’s logos. Canada will provide the translation services and final approval on products.

The conduct of all Joint Communications will follow the Table of Precedence for Canada.

INDIVIDUAL COMMUNICATIONS

Notwithstanding section 8 (Communications), Canada and the Recipient retain the right to meet their obligations to communicate information to Canadians about the Agreement and the use of funds through their own Communications Activities.

Canada will post a copy of this agreement on its website, in addition to information on any of the Recipients funded through it.

Canada, and the Recipient may each include general Program messaging and examples of Projects funded through the Agreement in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties; and if web or social-media based, from linking to it.

Canada and the Recipient may issue digital communications to communicate progress of the Project(s).

Where a Party establishes a web site or web page is created to promote or communicate progress on a funded Project or Projects, that Party must ensure that the site or page recognizes federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada."

The Canada wordmark or digital sign must link to **Infrastructure Canada's website**. Canada will provide and publish guidelines for how this recognition is to appear.

OPERATIONAL COMMUNICATIONS

The Recipient is solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, or construction and public safety notices. Operational communications as described above are not subject to the federal official language policy.

Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada."

MEDIA RELATIONS

Canada and the Recipient will share information promptly with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, Canada and/or the Recipient may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects. However, such a campaign will respect the provisions of this Agreement and the Government of Canada requirements for advertising. In the event of such a campaign, the sponsoring Party or Recipient will inform the other Parties or Recipient of its intention no less than twenty-one (21) working days prior to the campaign launch.