



City of Saint John

Request for Proposal

2025-091007P

**“ENGINEERING SERVICES – LANCASTER WWTF – POLISHING POND
BERM UPGRADES”
SAINT JOHN, NB**

Sealed proposals, hand delivered or couriered, addressed to:

**Monic MacVicar, CCLP, CPPB, Procurement Specialist
Supply Chain Management,
Municipal Operations Complex, 1st Floor
175 Rothesay Avenue
Saint John, NB E2J 2B4**

and marked on the envelope:

**“PROPOSAL 2025-091007P
ENGINEERING SERVICES – LANCASTER WWTF – POLISHING POND
BERM UPGRADES”**

will be received until **4:00:00 p.m. Local Time, April 17th, 2025** for Engineering Design and Construction Management Services for the above noted project, as per the Request for Proposal.

The lowest cost or any proposal not necessarily accepted.

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

This project is funded in part by the Government of Canada.

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APPENDIX “A” – Digital Drawing Standards

ATTACHMENT “A” – Englobe Report: Lancaster WWTF Polishing Pond Berm Condition Assessment, January 27, 2021

ATTACHMENT “B” – Draft Engineering Consulting Agreement

ATTACHMENT “C” – Canada – City of Saint John Disaster Mitigation and Adaptation Fund Agreement for the City of Saint John Wastewater Flood Protection Project

Scope of Work
Request for Proposal 2025-091007P

Engineering Services: Lancaster WWTF –
Polishing Pond Berm Upgrades

1. GENERAL

The City of Saint John (City) has prepared this document for Consulting Engineering Firms (consultant) wishing to provide their services to the City. 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 or licensee with the Association of Professional Engineers and Geoscientists of New Brunswick (APEGNB). All Engineering companies working on this project for the City must have a current certificate of authorization issued by APEGNB.

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

The consultant must aggressively and proactively manage the project in the best interest of the City of Saint John. The overall project will require one (1) tender. The consultant will oversee and manage the entire project on behalf of Engineering Services. The proposal shall clearly explain the anticipated structure of project management during each phase.

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

2. PROJECT DESCRIPTION

The consultant shall carry out preliminary design, detailed design, and provide detailed cost estimates for construction, construction management and inspection services for the following project:

Upgrades to the berm that surrounds the polishing pond at the Lancaster Wastewater Treatment Facility, including the berm that separates the Polishing Pond from the Aeration Cells. The existing berms have deteriorated over time, from wind and wave induced erosion, and the City

wishes to reconstruct the berm back to its original design elevation of 6.8m while maintaining the access road width. The condition of the berm(s) was studied by Crandall Engineering / Englobe in the fall of 2020. At that time, they reported deterioration to approximately 250m of the Polishing Pond berm and approximately 170m of the berm separating the Polishing Pond from the Aeration Cells. Their findings and recommendations were provided to the City in a report dated January 27, 2021. This report is included as Attachment “A”.

The consultant is required to review the 6.8m design elevation and compare it to predicted future flood elevations resulting from climate change. If the consultant determines that the design elevation must be altered, they shall provide a general scope of work and estimate of probable construction cost for the larger scope.

The consultant is required to complete their own investigation of existing conditions, preliminary and detailed designs and not rely solely on the work of Crandall/Englobe.

The project is funded in part by the Disaster Mitigation and Adaptation Fund (DMAF), which has delivery requirements in terms of completing the project. Therefore, it is very important that this project is a primary project for the successful consultant and that the necessary resources be allocated to complete the design in a timely manner. The design must consider affordability, using market costs, to ensure that the available budget is not exceeded.

The Consultant is advised that the City will be constructing a permanent sludge pad, dredging the aeration cells, and upgrading the aeration system at the Lancaster WWTF in 2025. Coordination to access the site during construction in 2025 will be required.

Final Completion of all work of this project is to be achieved in the 2026 construction season. Although it is the City’s intention to complete the work in 2026, project prices and hourly rates are to be held if any portion of the project is delayed into 2027.

NOTE: This project is one of three (3) sub-projects included in the overall Wastewater Flood Protection project for which the City has received Disaster Mitigation and Adaptation Fund (DMAF) funding. As part of another sub-project, the City has already engaged a consultant to undertake Indigenous Consultations for all three sub-projects in the overall Wastewater Flood Protection project. This consultation process is a requirement of the DMAF Agreement and as such, no construction may take place on the Lancaster WWTF – Polishing Pond Berm Upgrades project until the Government of Canada is satisfied that the consultations have taken place, concerns have

been addressed and that all parties have been satisfied. The City will coordinate the consultation work and ensure that the consultant working on the Lancaster WWTF – Polishing Pond Berm Upgrades project is provided any reports resulting from the consultation process. It is expected that the consultant on this project will need to liaison with the Indigenous Consultations consultant and provide information regarding the design, and construction, as required.

3. PROFESSIONAL SERVICES REQUIRED

The professional services required are divided into five (5) parts (A-E) as follows:

PART A) SITE SURVEYS, PRELIMINARY INVESTIGATION, DATA COLLECTION AND CONTRACT PROVISIONS

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

The location survey shall include but not be limited to all roads, structures, buildings, property pins, ditches, services, utilities (incl. Saint John Energy, NB Power, Bell, Rogers, natural gas, etc.).

Geotechnical - The geotechnical investigation and testing deemed necessary by the consultant shall include all the necessary test pits and boreholes to determine the nature of the soils that will be impacted by the Work. These test pits and boreholes are to be shown on the project drawings.

All boreholes and drilled sample holes must be filled by the same crew who drilled them before they leave the site with appropriate materials. Holes in asphalt must be finished with asphalt.

The consultant shall advise the City if any of the borehole material that comes to the surface smells of or indicates the presence of petroleum products.

Contract Provisions – As per the requirements of the DMAF contribution agreement, the Consultant shall adhere to the conditions below:

- The Consultant will be responsible to report on community employment benefits provided to at least three federal target groups (apprentices, Indigenous peoples, women, persons with disabilities, veterans, youth, recent immigrants, or small and medium sized enterprises and social enterprises). The Consultant shall provide the City with annual updates until project completion.

- The Consultant will keep proper and accurate financial accounts and records, including but not limited to it Contracts, invoices, statements, receipts, and vouchers, in respect of the Lancaster WWTF – Polishing Pond Berm Upgrades Project for at least six (6) years after the Agreement End Date (March 31, 2033) as the Recipient has the contractual right to audit them;
- The Consultant will ensure all applicable labour, environmental, and human rights legislation is respected; and
- The Consultant will ensure that Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and to any documentation relevant for the purpose of the audit.
- The Consultant will be responsible to report on the expected target outcomes delivered, as outlined in the DMAF Contributions Agreement, once the projects construction is completed.

Existing Conditions Review:

The existing conditions review shall consist of an Existing Conditions Report with the following deliverables:

Existing Conditions Drawings:

- The consultant shall compile all existing record information of the proposed construction work areas. At a minimum, this shall include record drawings, Red Book Notes, Service Pipe Reports, etc.
- The consultant's topographic survey shall pick-up all surface features and any buried utilities with a high degree of accuracy obtained from state of the art survey equipment.
- The consultant's plans must note the survey datum and all the monuments used to establish elevations.
- The consultant shall be responsible for confirming all key structure inverts.
- No other documents or record information, other than information attached to this Request for Proposal, will be made available during the proposal

stage. Once the proposal is approved, the City's record drawings and data will be made available to assist in the creation of the new designs and drawings, but no guarantee as to their completeness or accuracy will be made.

- The consultant shall collect record data from all other utilities that have services along the corridor of interest, having them mark out their infrastructure in the field and have the consultant's survey crew pick up this data.
- Full Size Plans – The consultant shall submit full size plans (two (2) hard copies and one (1) digital copy), the same scale as the proposed design drawings, showing only the existing infrastructure including the access road, Polishing Pond embankment profiles and the location and nature of each deficient area. Include a cover letter summarizing the findings and highlighting any new items that may impact this project.

PART B) PRELIMINARY DESIGN, COST ESTIMATES AND DESIGN REPORT

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

- City of Saint John – General Specifications, latest revision;
- City of Saint John – Storm Drainage Design Criteria Manual;
- Atlantic Canada Wastewater Systems Guidelines;
- Atlantic Canada Water Supply Guidelines;
- Canada-wide Strategy for the Management of Municipal Wastewater Effluent endorsed by the Canadian Council of Ministers of the Environment (CCME).
- Canada – City of Saint John Disaster Mitigation and Adaptation Fund Agreement for the City of Saint John Wastewater Flood Protection Project.

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

- Survey – Complete survey and site plan showing all existing utilities, lot lines and surface features;
- Location of works is selected within 600 mm.
- Preliminary design calculations completed.
- Identify and locate all major components on the design.
- Include all existing third-party utilities on plan and profile.
- A drawing set cover sheet and key plan that shows the proposed construction site(s).

- Design Report – Prepare the design report complete with construction cost estimates; and
- Project Schedule – Gantt chart showing all major components of the project including the design, tendering, construction phases, etc. This schedule must be updated at all project milestones.

Design Report – The consultant shall present “The Design Report” encompassing all aspects of this project to the City’s Technical Review Team to discuss findings, solutions and options.

The consultant shall provide digital files and at least eight (8) hard copies of the design report (printed in double-sided format) and the preliminary design drawings, for the City to review. The consultant shall submit two (2) hard copies and one (1) digital copy of the finalized design report.

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

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

PART C) DETAILED DESIGN

Detailed design typically involves several iterations and revisions of alignments, profiles and major design elements. The consultant team shall prepare all necessary detailed design drawings (70%, 90%, 100%, and Issued for Tender), specifications, and tender documents for the site works and all the other items mentioned in the description of the works. The construction cost estimates will require updating in conjunction with the design revisions.

Cross sections must be included on the drawings at 15 m intervals. The consultant must look beyond the confines of the immediate project site and determine what impacts the new works will have on the surroundings as a whole, and propose solutions to avoid possible problems.

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

Intermediate Design (70%) shall be defined as the following:

- All items completed from the preliminary design requirements;
- Location of works is selected within 100 mm;
- Detailed design calculations completed;
- Proposed finished ground profile along centreline;
- Proposed infrastructure in plan and profile;
- Typical cross sections at 15 m intervals;
- Address all items from Design Report;
- A revised and detailed construction cost estimate; and
- Permit applications

Detailed Design (90%) shall be defined as the following:

- Address all items from the Intermediate Design (70%) requirements;
- Any required miscellaneous details;
- Draft tender documents, including particular specifications and cost estimate; and
- Update on permit Approvals and permits from all utilities and approval agencies as applicable

Final Detailed Design (100%) shall be defined as the following:

- Address any items from the Detailed Design (90%);
- Complete the design drawings and tender documents reviewed and approved by the City's Technical Review Team
- Completed Peer Review; and,
- Finalize the cost estimate

Issued for Tender shall be defined as the following:

Once advised by the City,

- Issue **signed and stamped** drawings and specifications for tender; and
- Update Construction Schedule

Utility Coordination

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

Peer Review

Before final detailed designs and related documents are sent to the City for review, the consultant must have other engineers from their firm review them for errors to ensure only high quality work is released.

The consultant must identify in the proposal the peer reviewers. The consultant's peer review engineer(s) must send a memo to the City with the final detailed design (100%) drawings and specifications, stating the outcome of the review.

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

Approvals/Permits

The consultant shall be responsible for applying for all the design approvals and permits necessary from all approval agencies, such as the NBDELG, NBNRED and NBDTI, etc. The project shall not proceed to tender until all approvals and permits have been received unless otherwise approved by the City's Engineer.

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

PART D) TENDER PERIOD SERVICES, MATERIALS TESTING & INSPECTION, RED BOOKS AND RECORD DRAWINGS

Tender Period Services

Upon approval of the consultant's work, the City will have tender documents printed and will tender the project; however, the consultant shall be available during the tender period to respond to questions (prepare any addenda if required) and to perform the tender analysis.

The consultant shall prepare a Tender Summary for each tender. It shall be a digital spreadsheet that compares the Engineer's estimate to all tendered items from all tenders submitted.

Materials Testing & Inspection

Quality Control – The contractor shall provide quality control testing for concrete, compaction of soils and for asphalt placement & testing.

Quality Assurance – The consultant shall still provide random quality assurance tests to confirm that the contractor's tests are in compliance with the City's General Specifications. The consultant shall also make sure that the contractor is completing all his required testing.

The consultant shall provide the Quality Assurance for the Portland cement concrete, granular material and the asphalt concrete. All costs for asphalt, concrete and soil quality assurance testing must be included in Part D of the consultant's proposal.

Minimum Requirements Expected from Consultant:

The consultant's minimum requirements for material testing and inspection are as follows:

(1) Concrete Inspection and Testing

- Slump, temperature, air test and compressive strength cylinders shall be considered a "set" of tests.
- Compressive strength testing at CSA standard A283 certified laboratory.
- Check formwork and compaction of base gravels before each pour.
- Check elevations, slopes and grades before every placement.
- Quality Assurance by the consultant shall consist of random testing.
- Sampling and testing frequency of concrete:
 - The minimum frequency shall be **one set of tests for every 10** done by the contractor.
 - On smaller projects involving only a few loads of concrete, one (1) complete set of tests shall be made.

(a) Test Samples:

- i) The test samples shall consist of three (3) concrete cylinders. Compressive strength testing obtained at 7 and 28 days.

(b) Reporting of field and laboratory testing:

- i) Field test results obtained shall be recorded on the City's Concrete Testing Summary form, or approved equivalent, and shall be submitted to the City.
- ii) Compressive strength results shall be submitted to the City on the consultant's standard reporting form.

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

(2) Granular Material (Soils and Gravels) Supply and Placement Testing

- Confirming the contractor's test results onsite (QC by contractor).

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

Red Books

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

Record Drawings

The consultant shall submit a set of stamped Record Drawings on paper and in digital format. The drawings and data shall be in accordance with the Drawing Standards (**Appendix “A”**).

The finished works shall be **re-surveyed** by the consultant to establish exact locations and elevations, and the date the site was re-surveyed shall be noted on the signed and sealed Record Drawings.

The final survey shall also include the pickup of structures (valves, manholes, etc.) that were not newly installed during the project but are along the same section of street or easement.

The consultant shall be responsible for obtaining the data and measurements used in the Record Drawings and shall not rely on the contractor to provide this information.

The Record Drawings shall also include the ground water table elevation and geotechnical information, and the names and models of all products used.

The Record Drawings will show the actual in-place vertical and horizontal alignments.

All new works specified and incorporated shall have record information recorded including electrical, mechanical, structural, etc. All sheets in the set

of Record Drawings shall be signed and sealed, including those of sub-consultants.

The consultant shall note on the Record Drawings the Red Book Number where the project information was recorded.

The digital as-built data submitted to the City shall become the property of the City, which may be used and redistributed as the City sees fit. The consultant shall not place any disclaimer notes on the Record Drawings.

PART E) CONSTRUCTION MANAGEMENT

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

Primary Field Layout

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

Coordinate, Plan and Notify

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

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

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

Field Inspector

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

The field inspector shall have a copy of the latest revision of the General Specifications, the contract drawings and specifications and the standard format for Red Book Notes, the pipe report, video report, service cards, any applicable permits or approvals onsite, and be familiar with them.

The principals of the consulting firm must educate and prepare the field inspectors before the start of construction. They must understand the tasks and responsibilities of the position.

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

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

Daily Field Reports - The field inspector shall provide daily inspection 'Field Notes' to detail all work done on the construction site that day. Daily Field Reports in the consultant's standard format shall be completed every day and sent to the City's project engineer at least once a week (by Monday at 4:00pm) for the preceding week's work.

Weekly Time Sheets - During construction, the consultant must provide the City with weekly e-mails (by Monday at 4:00 pm) indicating those staff

members who worked on the project the previous week, a brief description on their work as well as how many hours each person worked.

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

Review - The consultant shall review and approve the contractor's work including but not limited to all excavation, grading, compaction, concrete work, and asphalt paving, etc.

Quantities - The consultant shall verify and provide detail on quantities of excavation and fill material, (measured by the inspector, not the contractor) as well as provide certification of work for progress payments.

4. METHOD OF PAYMENT

Upon award of the contract the City will execute an agreement with the successful engineering consultant firm for the work to be performed.

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

Payment of fees shall be in accordance with the terms of the *Request for Proposal* at the rates submitted and accepted in the consultant's proposal. The hourly rates submitted in the proposals shall adhere to industry standards based on the relevant experience of each team member.

Parts A, B, C, and D - Maximum or upset fees (including HST) - will be included in the proposal for Part A, Part B, Part C, and Part D, beyond which no additional payments will be considered unless first requested by the consultant in writing and authorized in writing by the City.

Part E – payment of fees shall be based on actual time in hours plus reimbursable expenses subject to approval by the City's Engineer. Hourly rates used in Part E include any administrative costs incurred, such as cell phone

costs, materials and administrative support. Mileage shall only be charged from the office to the project site.

The price submitted for Part E shall be in the format of a budget estimate based on an estimated fourteen (14) week construction duration:

In Part E, the consultant's budget should assume a 55-hour work week for the inspection services as well as 12 hours of project management per week for the consultant's Engineer overseeing the project plus reimbursable expenses. The standard hours for most contractors are Monday to Friday from 7:00 am to 7:00 pm with a half-hour lunch break. Some contractors may want to work longer but, on average, it should be approximately 11.5 hours per day. The City does not pay for lunch breaks unless the site inspector works through this period.

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

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

Contingency - The total price stated must also include an engineering contingency, in the amount of \$10,000, for unforeseen work.

No part of this contingency shall be expended without the written direction of the City's Engineer, and any part not so expended shall be deducted from the contingency allowance.

Payments for engineering work performed in the preparation of record drawings will only be made upon receipt of completed drawings.

Although it is the City's intention to complete the work in 2026, project prices and hourly rates are to be held if any part of the project is delayed into 2027.

5. TERMINATION OF CONTRACT

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

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

6. CONTENT OF PROPOSAL

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

The proposal shall include the following sections:

A. TECHNICAL PROPOSAL:

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

B. FINANCIAL PROPOSAL:

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

Sample format for financial proposal breakdown.

Project	Part A	Part B	Part C	Part D	Part E	Engineering Contingency	Sub-total (\$)	HST (15%)	Grand Total (including HST) (\$)
Lancaster WWTF- Polishing Pond Berm Upgrades						\$10,000.00			

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

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

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

7. EVALUATION CRITERIA

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

- a) **QUALITY AND COMPLETENESS** – Has the proposal addressed all of the needs raised? Is the proposal presented in an organized and professional manner? **(Criteria weight = 10 points)**
- b) **CONSULTANT’S EXPERIENCE** – Has the proposal demonstrated a level of expertise with the requirements of this project? (Include references for projects of a similar nature.) **(Criteria weight = 20 points)**
- c) **EXPERIENCE OF EMPLOYEES / SUB-CONSULTANTS** – Has the proposal demonstrated a level of expertise for the employees of the company and sub-consultants listed? (Include resumes for staff and sub-contractors required) **(Criteria weight = 35 points)**

- d) **METHODOLOGY** – Does the approach to the project outlined in the proposal address, in a realistic sense, attainable goals and is it in keeping with the City’s expectations for the project? **(Criteria weight = 75 points)**
- e) **VALUE ADDED** – What additional information, technology, process or options has the consultant included in his proposal? Is there value added to the consultant’s response for this additional information? **(Criteria weight = 10 points)**
- f) **COST** – Cost will be a factor, however not the only factor to be considered. **(Criteria weight = 50 points)**

Consultants are advised that proposals will be evaluated solely on the basis of information submitted in accordance with the request for proposals. The City reserves the right, if deemed necessary, to short-list the proposals and to request an additional verbal presentation from each short-listed proponent. The consultant may supplement their presentation with a summary in written format to clarify points raised during the process.

8. INSURANCE REQUIREMENTS

The consulting engineering firm shall obtain and keep in force, during the full duration of this contract, an Errors and Omissions Liability policy with a minimum limit of two (2) million dollars, and two (2) million dollars **per claim**. The policy shall include a clause stating that thirty (30) days notice of cancellation of this policy will be given to the City of Saint John, by the insurers. Provide evidence of this policy.

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

The consultant shall provide evidence of the following insurance coverage: General Liability with minimum limits of two (2) million dollars per occurrence. The policy shall include:

- Operations of the consultant in connection with this project;
- Products and completed operations coverage;
- Contractual liability with respect to this project;
- The City of Saint John added as an additional named insured;
- A cross liability clause;
- Non-owned automobile;
- Thirty (30) days written notice of cancellation of this policy will be given to the City of Saint John, by the insurers; and
- Standard automobile insurance for owned automobiles with at least the minimum limits allowed by law.

9. FORMALITY CLAUSE

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

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

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

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

10. STANDARD TERMS AND CONDITIONS

Addenda

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

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

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

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

Advisory Notice(s)

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

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

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

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

Review of Proposals

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

Additional Information from Proponents

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

Clarification of Bids

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

Negotiation

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

Inconsistency between Paper and Electronic Form

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

Acceptance, Revocation and Rejection of Proposals

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

Reserved Rights

The City reserves the right to:

- a) Reject an unbalanced Proposal. For the purpose of this section, an unbalanced Proposal is a Proposal containing a unit price which deviates substantially from, or does not fairly represent, reasonable and proper compensation for the unit of work bid or one that contains prices which appear to be so unbalanced as to adversely affect the interests of the City. The City reserves the right to use Proposals submitted in response to other like or similar Requests for Proposals as a guideline in determining if a bid is unbalanced.
- b) Amend or modify the scope of a project, and/or cancel or suspend the Bid Solicitation at any time for any reason.
- c) Require proponents to provide additional information after the Closing Date for the Bid Solicitation to support or clarify their bids.
- d) Not accept any or all bids.
- e) Not accept a bid from a bidder who is involved in litigation, arbitration or any other similar proceeding against the City.
- f) Reject any or all bids without any obligation, compensation or reimbursement to any bidder or any of its team members.
- g) Withdraw a Bid Solicitation and cancel or suspend the Bid Solicitation process.
- h) Extend, from time to time, any date, any time period or deadline provided in a Bid Solicitation (including, without limitation, the Bid Solicitation Closing Date), upon written notice to all bidders.
- i) Assess and reject a bid on the basis of
 - i. information provided by references;
 - ii. the bidder's past performance on previous contracts;
 - iii. information provided by a bidder pursuant to the City exercising its clarification rights under the Bid Solicitation process;

- iv. the bidder's experience with performing the type and scope of work specified including the bidder's experience;
 - v. other relevant information that arises during a Bid Solicitation process.
-
- j) Waive formalities and accept bids which substantially comply with the requirements of the Bid Solicitation.
 - k) Verify with any bidder or with a third party any information set out in a bid.
 - l) Disqualify any bidder whose bid contains misrepresentations or any other inaccurate or misleading information.
 - m) Disqualify any bidder who has engaged in conduct prohibited by the Bid Solicitation documents.
 - n) Make changes including substantial changes to the bid documents provided that those changes are issued by way of an addendum in the manner set out in the Bid Solicitation documents.
 - o) Select any bidder other than the bidder whose bid reflects the lowest cost to the City.
 - p) Cancel a Bid Solicitation process at any stage.
 - q) Cancel a Bid Solicitation process at any stage and issue a new Bid Solicitation for the same or similar deliverable.
 - r) Accept any bid in whole or in part.

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

Limitation of Liability and Waiver

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

- a) Neither the City nor any of its employees, agents, advisers or representatives will be liable, under any circumstances, for any claims arising out of a Bid Solicitation process including but not

limited to costs of preparation of the bid, loss of profits, loss of opportunity or any other claim.

- b) The bidder waives any claim for any compensation of any kind whatsoever including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the City's decision to not accept the bid submitted by the bidder, to award a contract to any other bidder or to cancel the Bid Solicitation process, and the bidder shall be deemed to have agreed to waive such right or claim.

Proposal Debrief

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

- a) For all Requests for Proposals valued at Fifty Thousand Dollars **(\$50,000.00) or less**, the written notification of award will be the only form of debriefing offered by the City;
- b) In the case of Requests for Proposals valued **in excess** of Fifty Thousand Dollars **(\$50,000.00)**, the Purchasing Agent may, in addition to the notification of award and upon written request from any proponent, provide a more detailed oral debriefing either by phone or in person, as required by the proponent. During this debriefing, the Purchasing Agent may disclose information such as the total price of the successful proponent and may discuss an overview of the process as well as the strengths and weaknesses of the requesting proponent's proposal.
- c) The written request referred to paragraph (ii) shall be submitted to the Office of the Purchasing Agent no later than fifteen (15) business days after the notification of award is issued.
- d) The acceptance of the successful Proposal shall not be discussed during a debriefing.

11. SUBMITTALS

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

12. ENQUIRIES

All enquiries regarding this request for proposals shall be submitted in writing via email, by **4:00:00 pm Local Time on Tuesday, April 8th, 2025**, only to the attention of:

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

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

13. ATTACHMENTS

- Crandall/Englobe Report “Lancaster WWTF Polishing Pond Berm Condition Assessment, January 27, 2021
- Draft Consulting Engineering Agreement
- Canada – City of Saint John Disaster Mitigation and Adaptation Fund Agreement for the City of Saint John Wastewater Flood Protection Project

14. OTHER RELEVANT DOCUMENTS

- City of Saint John – Construction Inspection Guidelines, latest revision
- City of Saint John - General Specifications, latest revision
- Standard Format for City of Saint John Red Book Notes, latest revision

15. SUBMISSION OF PROPOSALS

Consultants shall deliver six (6) copies of the Technical Proposal and supporting information and six (6) copies of the Financial Proposal no later than **4:00:00 pm, Local Time, Thursday, April 17th, 2025**, clearly indicating the consultant's name and address and marked "**Proposal: 2025-091007P, Engineering Services – Lancaster WWTF – Polishing Pond Berm Upgrades**", to the attention of:

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

Please note that:

- (1) Late proposals or proposals submitted by facsimile will be rejected.
- (2) The City assumes no responsibility for improperly addressed or delivered proposals.
- (3) The City of Saint John does not, by virtue of this proposal call, commit to an award of this proposal, nor does it commit to accepting the lowest or any proposal submitted, but reserves the right to award this proposal in any manner deemed to be in the best interest of the City.
- (4) The Financial Proposal is to be submitted in the consultant's package in a separate sealed envelope, clearly marked as "**Financial Proposal: 2025-091007P, Lancaster WWTF – Polishing Pond Berm Upgrades**", with the consultant's name and address.
- (5) Consultants must propose on the entire project – incomplete proposals will be rejected.

APPENDIX “A”

DIGITAL DRAWING STANDARDS

PURPOSE

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

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

DIGITAL FORMAT

1. The Consultant shall provide to the Engineer an As-Built record of the project which will include: all required documentation, CAD files and any associated digital files as described below in both **printed** and **digital** versions.
2. All CAD drawings shall be submitted in AutoCad (.DWG or .DXF) format with all line work complete. Each CAD project shall include all relevant resource files such as line & font resource and AutoCAD (.shx) resource files. The Consultant also shall provide the **drawings in PDF format**. This shall be a direct conversion, not a scan.
3. The City of Saint John will provide drawing file names for the legend portion of the drawing.
4. Each CAD project shall be accompanied with an ASCII text file of all as-built structure locations as well as any existing underground structure within the limits of the project. This text file is to be used for importing record information and existing structure locations into the City's GIS. The text file shall meet the following conditions:
 - ASCII text file will include as-built structure locations such as catch basins, gate valves, manholes, air valves, outfalls, service boxes or any existing underground structure within the limits of the project.

- ASCII text file shall **only** include all as-built structure locations as well as any existing structures within the limits of the project and shall not contain other coordinated points such as curb shots, utility poles, corners of buildings, etc. This ASCII text file is to be used for importing structure locations into the City's GIS.

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

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

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

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

City of Saint John Field Codes			
3	CB EXIST CENTER	50	CATCHBASIN MANHOLE
4	CB EXIST EDGE	51	CATCH BASIN PYRD TOP
6	CULVERT	54	DRAIN TILE
14	FIRE HYDRANT	58	MH CP TELEGRAPH
16	GATE VALVE EXISTING	69	UTILITY HYDRO BOX
24	MANHOLE EXIST	70	UTILITY TEL BOX
25	HYDRO MANHOLE	71	UTILITY CABL BOX
26	TELEPHONE MANHOLE	79	NEW SANITARY MANHOLE
27	OTHER	80	NEW STORM MANHOLE
46	WATER TRACE	81	NEW CB EDGE
43	UTILITY BOX	82	NEW CB CENTER
44	SERVICE BOX	83	NEW FIRE HYDRANT
45	VAULT	1205	GATE VALVE NEW

DRAWING DOCUMENTATION

1. The horizontal and vertical datum utilized shall be identified as NOTE 1 on all engineering drawings prepared for the City of Saint John. The horizontal and vertical datum shall be NAD 83 (CSRS) New Brunswick Double Stereographic Projection and the Canadian Geodetic Vertical Datum of 1928 (CGVD28).
2. All record drawings are to be marked on the title block in an obvious fashion with the text "Record Drawing" on the CAD files and printed copies of the drawings.

3. Each CAD project shall be accompanied with documentation to indicate CAD layers.
4. All required drawing documentation shall be summarized on a transmittal sheet submitted in both printed and digital versions. The transmittal sheet shall include:
 - Job Title
 - Company/ Firm
 - Contact Person
 - Address
 - Email Address
 - Phone
 - List of attachments and digital files
 - Record Drawings (one (1) set) on High Quality Bond Paper

MEDIA

1. All electronic files shall be in a format acceptable to the City.
2. All submitted digital files shall include a transmittal with the project title, contract number, contractor, consultant name, date of submittal, and list of contents.
3. Plans are to be produced on ISO **A1** paper size no larger than 600 x 900mm.

**2025-091007P Engineering Services – Lancaster WWTF –
Polishing Pond Upgrades**

Attachment “A”

**Crandall/Englobe Report “Lancaster WWTF Polishing
Pond Berm Condition Assessment, January 27, 2021**

January 27, 2021

Mr. Jordan Moran, P.Eng.

Municipal Engineer

City of Saint John

175 Rothesay Avenue
Saint John (NB) E2J 2B4

Subject: Lancaster WWTF Polishing Pond Berm Condition Assessment

Y/Ref.: N/A

O/Ref.: 2007036.000

Dear Mr. Moran,

Further to our undertaking to assess the condition of the exterior berm surrounding the polishing pond at the Lancaster Wastewater Treatment Facility, we are pleased to provide the following letter brief to outline the findings from our site visits and analysis, describe possible strategies to conduct repairs, and provide conceptual cost estimates to complete the recommended repairs.

On October 29th, 2020, the topographic survey of the polishing pond berm was conducted by Chris Caissie using a Leica GPS unit. Included in the scope of features surveyed was: the drainage channel parallel to the polishing pond berm which discharges to Manawagonish Creek, the toe of the polishing berm slope, the exterior top of slope, the edges of the gravel access road, the interior top of slope, and any areas where erosion damage was noted to be cutting into the bank. Prior to the survey being conducted, the water level in the polishing pond was lowered from approximately 5.9 metres to 5.4 metres elevation to allow pickup of the areas damaged by erosion. The top elevation of the berm varies substantially over its length: portions are at the design elevation of 6.8 metres, but the area near the outfall structure was found to be as low as 5.95 metres. Our recommendations will include raising the berm as required to achieve the design elevation of 6.8 metres.

The length of the exterior berm damaged by erosion was found to be 253.5 metres, or approximately 38% of the total length of the berm. The interior berm separating the polishing pond from the aeration cells was found to have erosion damage over 172.3 metres, or 44% of its total length. The erosion damage typically presents as a sloughing of soil from the top of the interior slope in areas where the existing vegetation is unable to retain the soil mass. The resulting damage has created a shallow vertical face of bare soil 0.3 to 0.6 m in depth, exposing more soils to wind and wave action in the polishing pond. Until further actions have been taken to remediate the observed erosion damage, it is recommended that the polishing pond water level remain at its present elevation.

Slope Stability Assessment

Slope stability assessments of the polishing pond berm were performed at several locations using the SLOPE/W software. Specifically, six representative berm cross sections based on existing berm geometry and polishing pond bathymetry were analysed. The following sections, based on a plan prepared by Crandall, a Division of Englobe, were reviewed:

- Section A: Station 0+070
- Section B: Station 0+270
- Section C: Station 0+390
- Section D: Station 0+440
- Section E: Station 0+510
- Section F: Station 0+620

The soil profiles used to construct the SLOPE/W models were based on subsurface information included in two geotechnical investigations for the development including a program completed by Sub Surface Surveys Ltd. in 1964 and a geotechnical study report by Jacques Whitford and Associates Limited (JWAL) in 1989. No recent explorations were completed to supplement the historic data and berm construction records were not available for review.

Soil index parameters and strata thicknesses inputted into the model were inferred based on the closest available borehole location and associated soil descriptions included on the borehole records. Where fill is required to achieve design grade, granular imported structural fill was assumed to improve slope stability. An impermeable core is recommended to prevent unplanned flow of effluent through the berm.

We understand the water level in the pond was recently as high as approximately 5.9 metres elevation. When the water was lowered to its current level of 5.4 metres, erosion below the earlier water level was observed. A water elevation (El) of 5.4 metres was used for the pond elevation in the model and El 3.7 metres was used for an elevation of the adjacent Manawagonish Creek. According to the 1989 JWAL report, the bottom of the pond was proposed at El 3.0 metres. A phreatic surface was assumed to pass from the pond to the creek; however, an impervious liner was to be installed within the berm. Actual water transmissivity of the berm is not known and is beyond the scope of this analysis.

Section A: Station 0+070

At Station 0+070 the berm height is low, near El 6.0 metres. Slope stability was modeled using imported fill and a finished berm elevation of 6.8 metres. The crest of the berm was maintained with a width of 4.2 metres. A factor of safety FOS of approximately 1.4 was achieved with a 2.5 horizontal to 1 vertical (2.5H:1V) slope. An FOS of nearly 2.0 were achieved with a three horizontal to one vertical (3H:1V) slope. Of note, boreholes in the area identified the presence of organic silt at El 1.80 metres. Assuming the berm was constructed on compressible soils, additional fill placement is anticipated to induce consolidation of the organic silt deposit and associated settlement of the berm. The amount of settlement cannot be accurately predicted without additional laboratory testing.

Section B: Station 0+270

At Station 0+270, the pond side is shallow and not in need of remediation unless dredging is planned. On the creek side of the berm, the existing slope FOS is approximately 1.0 indicating surficial-type failures may occur if groundwater elevations increase in the creek. We are not aware of surficial erosion controls to prevent this failure mode. In order to achieve an FOS of 1.5, granular structural fill would need to be placed on the slope to create a 3H:1V which may displace the creek.

Sections C-E: Stations 0+390, 0+440 and 0+510

Erosion of the pond slope was noted in the area of Station 0+390, 0+440 and 0+510 once the water level was reduced to El 5.4 metres. Some minor filling, 0.3 metres in depth at most, will also be required to achieve berm design grade, El 6.8 metres.

Similar to Station 0+270, the overall existing interior slope has a suitable FOS however shaping will be required to remediate erosional scarps. A FOS of approximately 1.4 was achieved with a slope of 2.5H:1V. Slope protection in the form of rip rap, geotextile or turf mats is recommended in order to prevent surficial erosion. In addition, future dredging if planned, should be considered in current slope repair areas.

The FOS on the creek side of the berm is marginal in these areas: in the range of 1.1 to 1.2. Flattening the slope would be required to achieve a suitable long-term FOS.

Section F: Station 0+620

Station 0+620 is located at the north end of the polishing pond berm, near the junction with the aeration cell. A grade raise on the order of 600 millimetres is required in the area to achieve the design elevation of 6.8 metres.

The pond side slope is generally stable at the current angle and also if structural fill is placed to achieve design grade with slopes at 3H:1V. Dredging is also anticipated in this area and should be considered when constructing finished slopes. Currently, creek side slopes are marginal and would require flattening in order to achieve a suitable long-term FOS.

Recommendations

The 1989 JWAL recommended the pond side slopes be constructed to 3H:1V and exterior slopes be constructed 2H:1V. Based on the cross sections developed from recent surveys it appears slopes on the inside of the berm may have been steeper than 3H:1V in some areas and a large amount of sludge may have accumulated in the base of pond.

In order to remediate where pond slopes have eroded, we recommend cutting back and shaping slopes to no steeper than 3H:1V. Of note, slope repairs should extend to the planned future dredging depth. To prevent future surficial erosion, we recommend incorporating slope protection such as New Brunswick

Department of Transportation and Infrastructure (NBDTI) R-25 rip rap or geotextile products such as geocells or vegetative bags.

Marginal slopes on the creek side of berm may be improved with erosion control measures previously discussed. Of note, because of the proximity of Manawagonish Creek to the berm, the watercourse would need to be relocated in order to flatten slopes to suitable long-term angles.

Conceptual Cost Estimates

Conceptual cost estimates have been prepared to quantify the level of effort required to undertake the recommended repairs and establish a consistent elevation over the entire length of the polishing pond exterior berm. Two (2) possible options exist to perform these repairs:

Option A: Holding the outside top of slope, add material to the berm to achieve a consistent elevation of 6.8 metres, matching existing with side slopes of 3H:1V maximum. Restore interior berm surface with a 0.5 metre thick layer of R-25 rip rap complete with geotextile underlay. Restore exterior berm surface with flexible growth media hydroseed and hay mulch as needed. This option will shift the centreline of the access road in towards the polishing pond and reduce the volume of the polishing pond by approximately 1,650 cubic metres due to infilling required to maintain interior slopes. The estimated cost to perform this work is **\$588,850.00 + HST**.

Option B: Holding the outside toe of slope, regrade the exterior slope and add material to the top of the berm to achieve a consistent elevation of 6.8 metres, matching existing with side slopes of 3:1 (H:V) maximum. Restore interior berm surface with a 0.5 metre thick layer of R-25 rip rap complete with geotextile underlay. This option will further shift the centreline of the access road in towards the polishing pond compared to Option A and will reduce the volume of the polishing pond by approximately 3,000 cubic metres. After completion, both interior and exterior slopes will be no greater than 3:1. The estimated cost to perform this work is **\$845,190.00 + HST**.

A third option to address only the erosion on the exterior berm was prepared as well. **Option C** includes placement of 0.5 metre thick R-25 rip rap along the entire length of the exterior berm but does not include any changes to the berm height or any slopes. The estimated cost to perform this work is **\$244,360.00 + HST**.

Repairs to the interior berm separating the aeration cells from the polishing pond are proposed to be conducted in the same manner as the Option C repairs. As the interior berm elevation is consistent with the design elevation (6.8 m ± 0.2 m), additional work to modify the berm elevation is not needed or recommended. The total length of berm warranting repair is approximately 312 metres, and the estimated cost to perform the repairs is **\$119,560.00 + HST**.

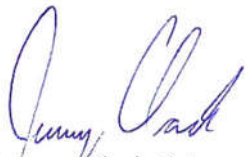
Recommendations and Closing

At this time, it is recommended that the water level in the polishing pond remain lowered until work has been undertaken to repair erosion damage to the berm and prevent further soil loss. It is recognized that

the costs to raise the berm to a consistent height are significantly higher than the option to place only erosion protection, but it is necessary in order to ensure adequate free board at the previous water level. Without further information regarding requisite polishing pond volumes and treatment outcomes, we cannot make any recommendations that would necessitate making the current water level of 5.4 metres permanent. Furthermore, given the noted concerns with the stability of the exterior slopes in some areas, we recommend pursuing the option that restores the berm configuration closest to the original 1989 design with 3:1 slopes – **Option B**.

We trust the enclosed is to your satisfaction. If, however, additional information should be required, please communicate with the undersigned.

Yours very truly,



Jeremy Clack, P.Eng.
Project Manager

Encl. Conceptual Cost Estimates
c.c. Mike Rogers, P.Eng. – Project Manager and Team Lead
 Chris McQueen, MBA, P.Eng., PE, – Senior Geotechnical Engineer

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NOTES

A.0	JAN 7/21	ISSUED FOR REPORT	JMB	JDC
NO.	DATE	REVISIONS	BY	APPR.



PRELIMINARY ONLY
DATE PLOTTED: JUN 07, 2021
NOT TO BE USED FOR CONSTRUCTION

PROJECT TITLE
**LANCASTER WWTP
 POLISHING POND
 BERM REPAIRS**

SAINT JOHN NB

DRAWING TITLE
**SLOPE STABILITY ANALYSIS
 SECTION LOCATIONS**

Scale 10m 0 20m (1:1000 FULL SCALE)	Drawn By JMB	Design By JMB
	Checked By JDC	Cadd Check ---
	Sheet	1 of 1

File Name
2007036-1D SECTIONS FOR REPORT.DWG

Drawing No.
2007036-1D-C01



Lancaster Wastewater Treatment Facility Berm Repairs
 City of Saint John
 Saint John, New Brunswick
 Option A - Conceptual Cost Estimate - December 22, 2020
 Englobe Project No. 2003721-01

Item No.	Description	Unit	Calculated Quantity	Estimated Quantity	Unit Price	Total Cost
a)	Common Excavation	cu. m.	213.820	300.000	\$20.00	\$6,000.00
b)	Imported Fill	cu. m.	1570.000	1800.000	\$30.00	\$54,000.00
c)	0-31.5mm Crushed Rock Base	tonne	892.800	990.000	\$35.00	\$34,650.00
d)	Geotextile Underlay	sq. m.	3720.000	4100.000	\$12.00	\$49,200.00
e)	Rip-Rap (R25)	tonne	4464.000	4920.000	\$80.00	\$393,600.00
f)	Hydroseeding	sq. m.	1550.000	1800.000	\$4.00	\$7,200.00
g)	Haymulch	sq. m.	2325.000	2600.000	\$2.00	\$5,200.00
Sub-Total:						\$549,850.00
Contingency @ 7%						\$39,000.00
HST @ 15%:						\$88,327.50
HST Rebate						-\$56,361.36
Grand Total:						\$620,816.14



Lancaster Wastewater Treatment Facility Berm Repairs
 City of Saint John
 Saint John, New Brunswick
 Option B - Conceptual Cost Estimate - January 7, 2021
 Englobe Project No. 2003721-01

Item No.	Description	Unit	Calculated Quantity	Estimated Quantity	Unit Price	Total Cost
a)	Common Excavation	cu. m.	2046.000	2300.000	\$20.00	\$46,000.00
b)	Imported Fill	cu. m.	4821.000	5400.000	\$30.00	\$162,000.00
c)	0-31.5mm Crushed Rock Base	tonne	892.800	990.000	\$35.00	\$34,650.00
d)	Geotextile Underlay	sq. m.	3720.000	4100.000	\$12.00	\$49,200.00
e)	Rip-Rap (R25)	tonne	4464.000	4920.000	\$80.00	\$393,600.00
f)	Geo Mat	sq. m.	6900.000	7590.000	\$6.00	\$45,540.00
g)	Hydroseeding	sq. m.	7520.000	8300.000	\$4.00	\$33,200.00
h)	Haymulch	sq. m.	11280.000	12500.000	\$2.00	\$25,000.00
Sub-Total:						\$789,190.00
Contingency @ 7%						\$56,000.00
HST @ 15%:						\$126,778.50
HST Rebate						-\$80,896.76
Grand Total:						\$891,071.74



Lancaster Wastewater Treatment Facility Berm Repairs
 City of Saint John
 Saint John, New Brunswick
 Option C - Conceptual Cost Estimate - January 27, 2020
 Englobe Project No. 2003721-01

Item No.	Description	Unit	Calculated Quantity	Estimated Quantity	Unit Price	Total Cost
a)	Common Excavation	cu. m.	579.600	700.000	\$20.00	\$14,000.00
b)	Geotextile Underlay	sq. m.	1932.000	2130.000	\$12.00	\$25,560.00
c)	Rip-Rap (R25)	tonne	2318.400	2560.000	\$80.00	\$204,800.00
Sub-Total:						\$244,360.00
Contingency @ 7%:						\$18,000.00
HST @ 15%:						\$39,354.00
HST Rebate:						-\$25,111.60
Grand Total:						\$276,602.40



Lancaster Wastewater Treatment Facility Berm Repairs
 City of Saint John
 Saint John, New Brunswick
 Inner Berm - Conceptual Cost Estimate - January 27, 2020
 Englobe Project No. 2003721-01

Item No.	Description	Unit	Calculated Quantity	Estimated Quantity	Unit Price	Total Cost
a)	Common Excavation	cu. m.	280.800	400.000	\$20.00	\$8,000.00
b)	Geotextile Underlay	sq. m.	936.000	1030.000	\$12.00	\$12,360.00
c)	Rip-Rap (R25)	tonne	1123.200	1240.000	\$80.00	\$99,200.00
Sub-Total:						\$119,560.00
Contingency @ 7%						\$9,000.00
HST @ 15%:						\$19,284.00
HST Rebate						-\$12,305.03
Grand Total:						\$135,538.97

**2025-091007P Engineering Services – Lancaster WWTF –
Polishing Pond Upgrades**

Attachment “B”

Draft Consultant Engineering Agreement

THIS **CONSULTING ENGINEERING AGREEMENT** made in triplicate this _____ day of **MONTH**, 2024 (the “Effective Date”).

BETWEEN:

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS, the City issued a Request for Proposal 2024-091003P for Engineering Services – Lancaster WWTF – Polishing Pond Berm Upgrades [hereinafter referred to as “Request for Proposal”] attached hereto as Schedule “A”;

WHEREAS, the Consultant submitted a Proposal with respect to the Request for Proposal on **MONTH DAY**, 2024 [hereinafter referred to as the “Proposal”] which proposal the City has accepted and attached hereto as Schedule “B”;

WHEREAS, the purpose of this Agreement is for the Engineering Services – Lancaster WWTF – Polishing Pond Berm Upgrades;

WHEREAS, the Common Council on **MONTH DAY**, 2024 resolved that:

- (a) The proposal from **Consultant Engineering Firm** for engineering services for **Lancaster WWTF – Polishing Pond Berm Upgrades** in the amount of **\$XXX,XXX.XX** including HST be accepted; and

- (b) That the Mayor and City Clerk be authorized to execute the appropriate documentation in that regard.

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

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

1(11) **Project** means the engineering design services for the Lancaster WWTF – Polishing Pond Berm Upgrades

1(12) **Proposal** means the proposal submitted by the Consultant entitled Request for *Proposal 2024-091003P Engineering Services – Lancaster WWTF – Polishing Pond Berm Upgrades, dated MONTH DAY, 2024 and letters of clarification dated MONTH DAY, 2024*, and attached as Schedule “B”.

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

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

2. **General**

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

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

3. Term

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

4. Scope of Services and Responsibilities

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

- (a) Site surveys, preliminary investigation and data collection;
- (b) Recommendations report, conceptual designs, cost estimates and implementation plan;

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

5. Fees

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

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

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

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

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

6. Records and Audit

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

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

7. Failure to Perform

7(1) Should the Consultant fail for any cause whatever to perform the Work provided for by this Agreement, or fail to perform the Work in a manner satisfactory to the City, then, in either case, all payments by the City to the Consultant shall cease as of the date of such failure, and the City may appoint its officials, or any other person or persons in the place instead of the Consultant to perform the Work and the Consultant shall have no Claim against the City except for the Work which has been performed by the Consultant under this Agreement up to the time of such failure, without further liability, penalty or obligation to the City under this Agreement, and subject to any amounts that have already been paid to the Consultant.

8. Dismissal and Termination

8(1) In the event that the City, acting reasonably, is dissatisfied with the Work performance by the Consultant or that the Consultant fail to comply

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

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

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

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

9. Confidential Information

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

9(2) Without limiting the generality of paragraph 9(1):

- (a) The Consultant will not use any information acquired through the performance of this Agreement (herein referred to as “findings”) to gain advantage in any other project or undertaking irrespective of the topic, scale, or scope of such project or undertaking;
- (b) The Consultant will not disclose any findings during or after the performance of this Agreement;
- (c) The Consultant will not respond to any inquiries pertaining to any findings and agrees to refer all such inquiries to the City;
- (d) The Consultant will not disclose or use any information that Municipal Operations cannot or may not wish to disclose;
- (e) The Consultant shall hold all Confidential Information obtained in trust and confidence for Municipal Operations or the City and shall not disclose, except as required by law, any such Confidential Information, by publication or other means, to any person, company or other government agency nor use same for any other project other than for the benefit of the City as may be authorized by the City in writing; and

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

10. Liability Insurance

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

- (a) Professional Errors and Omissions Liability Insurance

The Insurance Coverage shall be in the amount of Two Million Dollars (\$2,000,000.00) per claim and in the aggregate. When requested, the Consultant shall provide the City proof of Professional Errors and Omissions Liability Insurance carried by the Consultant and in accordance with the *Engineering and Geoscience Professions Act*, S.N.B. 2015, c. 9, and amendments thereto.

(b) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be of not less than Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate for general liability and Two Million Dollars (\$2,000,000.00) for automobile insurance. When requested, the Consultant shall provide the City with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

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

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

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

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

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

11. Project Managers

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

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

Representative shall attend and assist in all coordination meetings called by the City.

12. Responsibility for Errors

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

12(2) In the event that an error or omission attributable to the Consultant's negligence, then the Consultant shall, at no cost to the City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the error or omission to the sole satisfaction of the City, acting reasonably, and to participate in any meeting required with regard to the correction.

13. Remedies

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

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

14. Indemnification

14(1) Subject to subsection 14(2) hereof, but notwithstanding any other clauses herein, the Consultant shall indemnify and save harmless the City from all Claims, or other proceedings by whomsoever claimed, made,

brought or prosecuted in any manner and whether in respect of property owned by others or in respect of damage sustained by others based upon or arising out of or in connection with the performance of this Agreement or anything done or purported to be done in any manner hereunder, but only to the extent that such Claims, or other proceedings are attributable to and caused by the Consultant's negligence, errors or omissions.

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

15. Contract Assignment

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

16. Performance

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

17. Non-Performance

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

18. Dispute Resolution

A. Referral to Senior Management

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

18(2) If the City Manager and Consultant Representative are not able to resolve the Dispute referred to them under this section 18 within seven (7)

Business Days following such referral, the matter shall be referred for resolution by way of mediation upon the willingness of the Parties.

B. Mediation

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

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

- (a) Either Party shall immediately declare an impasse and provide written notice to the other within seven (7) Business Days thereof (or such other period as the Parties mutually prescribe) declaring that such party wishes to proceed to mediation and setting out in reasonable detail the issue(s) to be resolved, the proposed time and a list of at least three (3) and not more than five (5) proposed mediators. Each of the proposed mediators shall be an individual:
 - (i) with at least three (3) years' experience working in an executive capacity or representing clients in the area of public disputes, and
 - (ii) unless otherwise agreed by the Parties, with no prior connection, affiliation or other formal relationship with either Party.
- (b) Upon receipt of such notice, the notified party shall have two (2) Business Days to select one (1) of the proposed mediators as the mediator, failing which the Party providing notice shall select one (1) of its proposed mediators as the mediator. Within seven (7) Business Days following selection of the mediator the matter shall be heard by the mediator.
- (c) The mediator shall be entitled to establish his or her own practices and procedures. Each Party shall co-operate fully with the mediator and shall present its case to the mediator orally and/or in writing within (10) Business Days following the

mediator's appointment. The mediation shall not be in the nature of arbitration as contemplated by the *Arbitration Act* and the mediator's decision shall not be binding upon the Parties, but shall be considered as a bona fide attempt by the mediator to judiciously resolve the Dispute. The decision of the mediator shall be rendered in a written report, not to exceed two (2) pages in length, delivered to the Parties within (10) Business Days following the last of such presentations. The fees of the mediator shall be shared equally by the Parties.

18(5) The mediation shall be terminated:

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

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

C. Arbitration

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

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

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

18(10) Notwithstanding the provisions of the *Arbitration Act*, the Board of Arbitration, upon such terms and conditions as are deemed by it to be appropriate, may allow a Party to amend or supplement its claim, defence or reply at any time prior to the date at which the Parties have been notified of the arbitration hearing date, unless the Board of Arbitration considers the delay in amending or supplementing such statements to be prejudicial to a Party. The Board of Arbitration will not permit a Party to amend or supplement its claim, defence or reply once the arbitration hearing has been scheduled.

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

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

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

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

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

D. Retention of Rights

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

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

19. Force Majeure

19(1) It is agreed between all Parties that neither Parties shall be held responsible for damages caused by delay or failure to perform his undertakings under the terms and conditions of this Agreement when the delay or failure is due to strikes, labour disputes, riots, fires, explosions, war, floods, acts of God, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot be reasonably foreseen or provided against. After ninety (90) consecutive or cumulative days of the suspension of Party's obligations due to force majeure, the other Party may terminate the Agreement.

20. Time

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

21. Notices

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

The City:

CONSULTANT:

Municipal Operations	Consultant Engineering Firm
City of Saint John	STREET ADDRESS
175 Rothesay Avenue	CITY, PROVINCE
Saint John, NB	POSTAL CODE
E2J 2B4	
Telephone: 506-658-4455	Telephone: 506-XXX-XXXX

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

22. Reference to Prior Agreement

22(1) This Agreement supersedes and takes the place of all prior agreements entered into by the Parties with respect to the consulting engineering services for design and construction management of the Lancaster WWTF – Polishing Pond Berm Upgrades.

23. Amendments

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

24. Acknowledgment of Terms and of Entirety

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

25. Further Documents

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

26. Validity and Interpretation

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

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

waiver of any right thereafter to insist upon strict adherence to that term or condition or any other term or condition of this Agreement.

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

27. Governing Law

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

28. Successors, Assigns

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

29. Severability

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

30. Independent Legal Advice

30(1) The Parties acknowledge having obtained their own independent legal advice with respect to the terms of this Agreement prior to its execution.

31. Acknowledgment of Receipt of Copy

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

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

SIGNED, SEALED & DELIVERED

In the presence of:

) **CONSULTANT ENGINEERING FIRM**
)
) Per:
)
) _____
)
) Print Name and Title:
)
) _____
)
) I have authority to bind the Consultant
)
) **THE CITY OF SAINT JOHN**
)
)
)
)
)
) _____
) Donna Noade Reardon, Mayor
)
)
)
)
) _____
) Jonathan Taylor, City Clerk
)
) Common Council Resolution:
)
) **MONTH DAY, YEAR**

PROVINCE OF NEW BRUNSWICK

I, **Signing Officer**, of the City of **CITY** and Province of **PROVINCE**, **MAKE OATH AND SAY:**

1. That I am, **POSITION** of **Consultant Engineering Firm**, a Consultant named in the foregoing instrument and have custody of the corporate seal of the said company and am duly authorized to make this affidavit.

2. That the corporate seal affixed to the foregoing agreement and purporting to be the corporate seal of **Consultant Engineering Firm**, is the corporate seal of **Consultant Engineering Firm**, a Consultant named in the foregoing instrument and it was affixed by the officers authorized to so affix the seal.

3. That the signature of "**EMPLOYEE**", is my signature, and as the **POSITION**, of **Consultant Engineering Firm**, I am duly authorized to execute the said instrument.

4. THAT the said document was executed as aforesaid at the City of **CITY** in the Province of **PROVINCE** on the _____ day of **MONTH**, 2024.

SWORN TO before me at)
CITY, in the Province of)
PROVINCE)
the _____ day of **MONTH**,)
2024)
)
)
)
_____)
Commissioner of Oaths)
)

EMPLOYEE

**2025-091007P Engineering Services – Lancaster WWTF –
Polishing Pond Upgrades**

Attachment “C”

**Canada – City of Saint John Disaster Mitigation and
Adaptation Fund Agreement for the City of Saint John
Wastewater Flood Protection Project**

**CANADA – CITY OF SAINT JOHN
DISASTER MITIGATION AND ADAPTATION FUND**

**AGREEMENT FOR THE CITY OF SAINT JOHN WASTEWATER FLOOD PROTECTION
PROJECT (62618)**

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 Housing, Infrastructure and Communities (“Canada”)

AND **THE CITY OF SAINT JOHN**, having its offices at 15 Markets Square, Saint John, New Brunswick, 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 Government of Canada established the \$2 billion Disaster Mitigation and Adaptation Fund in Budget 2017;

WHEREAS the Government of Canada established a top up of \$1.375 billion for the Disaster Mitigation and Adaptation Fund in Budget 2021;

WHEREAS, the Minister of Infrastructure and Communities is responsible for the Disaster Mitigation and Adaptation Fund (“the Program”);

WHEREAS the Recipient has submitted to Canada a proposal for the funding of the City of Saint John Wastewater Flood Protection Project (“the Project”) which qualifies for support under the Program;

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

NOW THEREFORE, in accordance with the mutual covenants and agreements herein, the Parties hereby agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

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

“**Agreement**” means this contribution agreement and all its schedules, as may be amended from time to time.

“**Agreement End Date**” means March 31, 2033, unless terminated earlier in accordance with this Agreement.

“**Asset**” means any real or personal property or immovable or movable asset acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms and conditions of this Agreement, including but not limited to any Non-owned Asset.

“**Asset Disposal Period**” means the period commencing from the Effective Date and ending twenty (20) years after the Project’s Substantial Completion Date.

“**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.

“**Community Employment Benefits**” means the reporting requirement as described in clause 3.2 e) (Commitments by the Recipient).

“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.

“Declaration of Substantial Completion” means a declaration in the form substantially prescribed in Schedule D (Declaration of Substantial Completion).

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

“Eligible Expenditures” means those costs of the Project incurred by the Recipient and eligible for reimbursement by Canada as set out in Schedule A (Eligible and Ineligible Expenditures).

“Fair Value” means the amount that would be agreed upon in an arm’s length transaction between knowledgeable, willing parties who are under no compulsion to act.

“Final Claim Date” means a date no later than three (3) months prior to the Agreement End Date.

“Final Report” means the report described in Subsection 8.2 (Final Report).

“Fiscal Year” means the period beginning April 1 of a year and ending March 31 of the following year.

“In-Kind Contributions” means non-monetary contributions of goods, services or other support provided by the Recipient, or to the Recipient by a third party for the Project, for which Fair Value is assigned, but for which no payment occurs.

“Joint Communications” means events, news releases and signage that relate to the Agreement and are collaboratively developed and approved by the Parties and are not operational in nature.

“Non-owned Asset” means an Asset to which the Recipient does not hold the title and ownership.

“Oversight Committee” means the committee established pursuant to Section 5 (Oversight Committee).

“Progress Report” means the report described in Subsection 8.1 (Progress Report).

“Project” means the project as described in Schedule B (Project Details).

“Project Approval Date” means July 29, 2022, which is the date indicated by Canada in writing to the Recipient following Canada’s approval in principle of the Project.

“Project Completion Date” means the date at which all funded activities of the Project under this Agreement have been completed and which must be no later than December 31, 2032.

“Project Component” means any of the components of the Project as described in Schedule B2 (Project Components and Cashflow).

“Program” means the Disaster Mitigation and Adaptation Fund Program.

“Substantial Completion Date” means the date on which the Project can be used for the purpose for which it was intended as described in Schedule B1 (Project Description) and as will be set out in Schedule D (Declaration of Substantial Completion).

“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.

“Total Financial Assistance” means total funding from all sources towards Total Expenditures of the Project, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from other sources, private financial sources and In-Kind Contributions.

1.2 ENTIRE AGREEMENT

This Agreement, including the recitals, 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 expressed, 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 – Eligible and Ineligible Expenditures

Schedule B – Project Details

Schedule C – Communications Protocol

Schedule D – Declaration of Substantial Completion

2. PURPOSE OF AGREEMENT

- a) The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.
- b) The parties acknowledge that their contributions to the Project are meant to accrue to the public benefit.

3. OBLIGATION OF THE PARTIES

3.1 COMMITMENTS BY CANADA

- a) Canada agrees to pay a contribution to the Recipient of not more than forty percent (40%) of the total Eligible Expenditures for the Project, for assets owned by municipalities and non-for-profit organization in provinces; but only up to a maximum of five million, eighty-three thousand, six hundred and fifty-three dollars (\$5,083,653).
- b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B2 (Project Components and Cashflow).
- c) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.
- d) If Canada's total contribution towards the Project exceeds forty percent (40%) of the Project's total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred per cent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will ensure the Project is completed in a diligent and timely manner, as per the Project Details outlined in Schedule B, within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Recipient will be responsible for all costs of the Project including cost overruns, if any.
- c) The Recipient will be responsible for any and all costs associated with the Project should the Project be withdrawn or cancelled, and the Recipient will repay to Canada any payment received for disallowed costs and all ineligible costs, surpluses, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will ensure that the greenhouse gas emissions assessment that includes a cost-per-tonne calculation for the Project is completed to Canada's satisfaction and submitted to Canada within six months of the Effective Date and prior to Canada flowing funds, unless otherwise required by Canada.
- e) The Recipient will report on Community Employment Benefits provided to at least three federal target groups (apprentices, Indigenous peoples, women, persons with disabilities, veterans, youth, recent immigrants, or small- and medium-sized enterprises and social enterprises) and submit to Canada with annual updates until Project completion as per clause 8.1 c) (Progress Report).
- f) The Recipient will promptly inform Canada of the Total Financial Assistance received or due for the Project.
- g) During the Asset Disposal Period, the Recipient will ensure that it acquires, secures and maintains all necessary rights, interests, permissions, permits, licenses, approvals, registrations, and any other authorizations, to carry out the Project and to

provide the ongoing operation, maintenance, and repair of any Asset, in accordance with this Agreement.

- h) The Recipient will ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Project, as per appropriate standards, during the Asset Disposal Period.
- i) At the request of Canada, the Recipient will declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements, which constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Subsection 18.5 (Set-off by Canada).
- j) The Recipient will inform Canada immediately of any fact or event that will compromise wholly or in part the Project.
- k) The Recipient agrees that material changes to the Project will require Canada's consent, which may be subject to terms and conditions, and a corresponding amendment to the Agreement. Material changes are those determined by Canada to be material, including but not limited to changes in scope or timing of the Project or changes that reduce the outcomes of the Project. For clarity, in such cases, Canada may with advance notice, reduce or terminate any payment under this Agreement. 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.

3.3 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 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 FISCAL YEAR BUDGETING

- a) The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B2 (Project Components and Cashflow).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B2 (Project Components and Cashflow), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Subsection 3.3 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of Project funding will require appropriation adjustments or federal Crown approvals.
- c) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Subsection 3.1 (Commitments by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Subsection 3.1 (Commitments by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

3.5 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 Subsection 18.13 (Amendments).

3.6 INABILITY TO COMPLETE PROJECT

If, at any time during the term of this Agreement, one or all of the Parties determine that it will not be possible to complete the Project for any reason, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from Canada, provide a summary of the measures that it proposes to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 15 (Default) and Canada may declare a default pursuant to Section 15 (Default).

3.7 CONDITIONS PRECEDENT

a) Condition

The Recipient agrees that Canada has no obligation to make payments under this Agreement unless and until:

- i. The Recipient completes a greenhouse gas emissions assessment that includes a cost-per-tonne calculation for the Project to Canada's satisfaction and provides it to Canada.

b) Remedy

In the event that the Recipient is unable to meet the condition(s) set out in clause 3.7 (a) (Condition), Canada may terminate this Agreement. 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 the termination of this Agreement.

4. THE 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 as duly authorized by Resolution of Common Council of the City of Saint John, Agenda Item 5.5, "*Resolved that the City enter into an Agreement with Infrastructure Canada for funding under the Disaster Mitigation & Adaptation Fund, in the form as presented to Council at its October 15th, 2024, meeting; and that the Mayor and City Clerk be authorized to execute said Agreement*", dated October 15th, 2024;
- b) The Recipient has the capacity and authority to carry out the Project;
- c) The Recipient has the requisite power to own the Assets or it will secure all necessary rights, interests, and permissions in respect of the Assets, during the Asset Disposal Period;
- 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) 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.
- g) 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*;
- h) The Recipient has not and will not make a payment or provide 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, corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;

5. OVERSIGHT COMMITTEE

Within sixty (60) business days of the date of the last signature of this Agreement, the Parties will establish an Oversight Committee comprising a federal co-chair and a co-chair from the Recipient. The Oversight Committee will:

- a) Monitor compliance with the terms and conditions of this Agreement;
- b) Monitor the implementation of Schedule C (Communications Protocol);
- c) Monitor Project risks and mitigation measures;
- d) Monitor the progress of the Project as per described in Section 8 (Reporting);
- e) Ensure that audit plans are carried out as per this Agreement, including but not limited to Section 10 (Audit);
- f) Act as a forum to resolve potential issues and address concerns;
- g) Review and, as necessary, recommend to the Parties amendments to the Agreement; and
- h) Attend to any other function required by this Agreement, or as mutually agreed to by the Parties.

6. CONTRACT PROCEDURES

6.1 AWARDING OF CONTRACTS

- a) The Recipient will ensure that Contracts are awarded in a way that is fair, transparent, competitive and consistent with value-for-money principles, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.
- b) If Canada becomes aware that a Contract is awarded in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.
- c) In addition to any other remedy available to Canada under this Agreement, if Canada considers the expenditures associated with a Contract to be ineligible under clause 6.1(b), the Recipient shall repay to Canada any funds that have been paid for Eligible Expenditures in relation to the Contract, at Canada's discretion.

6.2 CONTRACT PROVISIONS

The Recipient will ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include terms and conditions in all Contracts to ensure that:

- a) The Third Party 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 and that the Recipient has the contractual right to audit them;
- b) All applicable labour, environmental, and human rights legislation is respected; and
- c) Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have reasonable and timely access to the Project sites and to any documentation relevant for the purpose of audit.

7. CLAIMS AND PAYMENTS

7.1 PAYMENT CONDITIONS

- a) Canada will not pay interest for failing to make a payment under this Agreement.
- b) Canada will not make a payment until the conditions identified in Subsection 3.7 (Conditions Precedent) have been met;
- c) Canada will not make a payment, other than the first Fiscal Year in which claims are submitted, unless Canada has received and approved reports as required under Section 8 (Reporting) and any audit requirements as required in Section 10 (Audit);

- d) Canada will not make a payment in respect of an Asset until the Recipient secures and confirms in writing to Canada, and to Canada's satisfaction, the necessary rights or interests with respect to land required for the Project in respect of that Asset.
- e) Canada will not pay any claims until the requirements under Subsection 3.7 (Conditions Precedent), Section 19 (Environmental and Impact Assessment) and Section 20 (Indigenous Consultations), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.

7.2 CLAIMS AND PAYMENTS

- a) The Recipient will submit claims to Canada covering the Eligible Expenditures, in a form acceptable to Canada, from time to time, but no later than the Final Claim Date. Each claim must include the following:
 - i. A written attestation by a senior official designated by the Recipient that the information submitted in support of the claim is accurate and that Eligible Expenditures have been incurred;
 - ii. A breakdown of Eligible Expenditures claimed by Project Component in accordance with Schedule B2 (Project Components and Cashflow); and
 - iii. Upon request by Canada, any documents in support of Eligible Expenditures claimed.
- b) Canada will make a payment upon review and acceptance of a claim, subject to the terms and conditions of this Agreement.
- c) The Recipient will provide a final claim to Canada no later than twelve (12) months after Substantial Completion Date, along with all information required under Subsections 8.2 (Final Report), Section 10 (Audit), and Declaration of Substantial Completion (Schedule D).

7.3 DECLARATION OF SUBSTANTIAL COMPLETION

- a) Prior to executing the Declaration of Substantial Completion, the Recipient will request confirmation from Canada as to whether the Declaration of Substantial Completion lists all relevant documents; and
- b) The Declaration of Substantial Completion must be signed by an authorized official as deemed acceptable by Canada, and it must list all relevant documents as agreed to by Canada.

7.4 PAYMENT DEADLINE

- a) Canada will not have the obligation to make a payment after March 31st of the year following the Fiscal Year in which the Eligible Expenditures were incurred; and
- b) Canada will make the final payment no later than March 31st, 2033.

7.5 RETENTION OF CONTRIBUTION

Canada will retain up to five percent (5%) of its contribution under this Agreement. Any amount retained by Canada will be released by Canada upon review and acceptance of the final report described under Subsection 8.2 (Final Report) and the Recipient fulfills all of its obligations under this Agreement.

7.6 FINAL ADJUSTMENTS

Upon Canada's receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

7.7 FINAL PAYMENT

Canada will make a final payment upon review and acceptance of the final claim, subject to the terms and conditions of this Agreement.

8. REPORTING

8.1 PROGRESS REPORT

- a) The Recipient will submit progress reports to Canada at a timing and frequency determined by Canada but no less than once per year. The progress report will be

attested by a delegated senior official. The first progress report under this Agreement must cover the period from the Project Approval Date.

- b) Each progress report must include, at a minimum, the following information:
 - i. Project Title, Recipient name and project identification number;
 - ii. Reporting period dates;
 - iii. A confirmation of Schedule B2 Project Components and Cashflow, or a request for updated Schedule B2 Project Components and Cashflow submitted pursuant to Subsection 3.4 (Fiscal Year Budgeting);
 - iv. Construction start and end dates (forecast/actual);
 - v. Summary of Project activities and progress achieved to date;
 - vi. An update on Project issues/risks, if any, and mitigation measures;
 - vii. An update on Project alignment to meet results as described in Schedule B, Subsection 1.2;
 - viii. Confirmation of the Project's installed signage, if applicable; and
 - ix. Update on Communication Activities to date and future communications plans.
- c) Expected and actual results related to Community Employment Benefits for the Project will be included in a progress report on an annual basis.

8.2 FINAL REPORT

The Recipient will submit a final report to Canada with the final claim for approval no later than twelve (12) months after the Substantial Completion Date. The final report will include:

- a) All information required under Subsection 8.1. (Progress Report), covering the period from the last progress report to the date of submitting the final claim; and
- b) A cumulative summary of the results and the financials for the Project, which will include the following information:
 - i. The Project's completed results compared to the baseline established prior to the start of the Project as listed under Schedule B (Project Details);
 - ii. Total expenditures and Eligible Expenditures by source of funding as well as federal contribution by Fiscal Year for the Project;
 - iii. An attestation, signed by a delegated senior official, that the Project has been completed and that federal funding was spent on Eligible Expenditures in accordance with this Agreement;
 - iv. Reporting on Community Employment Benefits and demonstrating that all environmental conditions and Indigenous consultation and accommodation requirements have been met;
 - v. Reporting on the number of jobs created and trees planted; and
 - vi. Confirmation of the Total Financial Assistance in accordance with clause 3.2 (f) (Commitments by the Recipient) and Schedule B3 (Total Financial Assistance).

9. INFORMATION MANAGEMENT

The Recipient will use a process designated by Canada, to fulfill the obligations of the Recipient under this Agreement, including Section 8 (Reporting) and any other obligations of the Recipient as requested by Canada.

10. AUDIT

- a) The Recipient agrees to inform Canada of any audit that has been conducted on the use of contribution funding under this Agreement, provide Canada with all relevant audit reports, and ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations. The Recipient will submit to Canada in writing as soon as possible, but no later than sixty (60) days following receiving it, a report on follow-up actions taken to address recommendations and results of the audit.
- b) 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 and Subsection 18.2 (Accounting Principles).

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

11. 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. The Recipient also agrees to provide Project-related information to Canada during and following the termination of the Agreement in order for Canada to conduct any evaluation of the performance of the Program. All evaluation results will be made available to the public, subject to all applicable laws and policy requirements.

12. ACCESS

The Recipient will provide Canada, the Auditor General of Canada, and their designated representatives with reasonable and timely access, at no cost, to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

13. COMMUNICATIONS

13.1 COMMUNICATIONS PROTOCOL

- a) The Parties will comply with Schedule C (Communications Protocol).
- b) The Recipient will acknowledge Canada's contribution 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; and
- c) The Recipient acknowledges that the following may be made publicly available by Canada:
 - i. Its name, the amount awarded by Canada, and the general nature of the Project; and
 - ii. Any evaluation or audit report and other reviews related to this Agreement.

13.2 OFFICIAL LANGUAGES

- a) The Recipient will ensure that information on the Project is developed and is available in both official languages when intended for the information of, or use by the public; and
- b) The Recipient will communicate in such a manner as to address the needs of both official language communities.

14. DISPUTE RESOLUTION

The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.

- a) If a contentious issue arises, it will be referred to the Oversight Committee. The Oversight Committee will examine it and, in good faith, attempt to resolve it, within thirty (30) business days from the receipt of notice.
- b) Where the Oversight Committee cannot agree on a resolution, the issue will be referred to the Parties for resolution. The Parties will provide a decision within ninety (90) business days.
- c) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- d) Any payments related to the issue will be suspended, together with the obligations related to such issue, pending resolution.
- e) The Parties agree that nothing in this Section will affect, alter or modify the rights of Canada to terminate this Agreement.

15. DEFAULT

15.1 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 has not completed the Project in accordance with the terms and conditions of this Agreement;
- c) The Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction; or
- d) The Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement;

15.2 DECLARATION OF DEFAULT

Canada may declare default if:

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

15.3 REMEDIES ON DEFAULT

In the event that Canada declares a default under Subsection 15.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it by law:

- a) Suspend any obligation by Canada to contribute or continue to contribute funding 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 contribute or continue to contribute funding 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 contribution paid by Canada to the Recipient;
- d) Terminate this Agreement.

16. LIMITATION OF LIABILITY AND INDEMNIFICATION

16.1 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.

16.2 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, loss of, 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.

16.3 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, in relation to this Agreement or the Project:

- 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 this Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

17. DISPOSAL OF ASSETS

- a) Unless otherwise agreed to by the Parties, the Recipient will:
 - i) where the Recipient owns the Asset, retain title to and ownership of the Asset or part of the Asset for the Asset Disposal Period; and
 - ii) for a Non-owned Asset, retain all necessary rights, interests, and permissions in Non-Owned Assets for the Asset Disposal Period.
- b) The Recipient will ensure that any Asset will be preserved, maintained, and used for the purposes of the Project, and that no Asset, in whole or in part, will be sold, leased, encumbered or otherwise disposed of, directly or indirectly, during the Asset Disposal Period unless the Recipient notifies Canada in advance and in writing, and Canada consents to the such disposal.
- c) Upon alternate use or disposal of any Asset, which includes selling, leasing, encumbering, or otherwise disposing of, directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, all or part of the contribution paid under this Agreement by Canada to the Recipient.

18. GENERAL

18.1 SURVIVAL

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

18.2 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles (GAAP) or the Public Sector Accounting Standards (PSAS) in effect in Canada.

18.3 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 Canada forthwith on demand.

18.4 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*.

18.5 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.

18.6 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 general public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.7 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.

18.8 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.

18.9 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.

18.10 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.

18.11 COUNTERPART SIGNATURE

This Agreement may be executed and delivered in counterparts (including by mail or other means of electronic transmission, such as by electronic mail in "pdf" form), with the same effect as if all parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

18.12 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.

18.13 AMENDMENTS

This Agreement, including its schedules, can only be amended in writing by the Parties. Reallocation of amounts within Schedule B2 Project Components and Cashflow which do not result in an increase to the maximum amount of Canada's contribution under Subsection 3.1 (Commitments by Canada), do not require a formal amendment agreement between the Parties and may be agreed to by the Parties through administrative processes.

18.14 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.

18.15 NOTICE

Any notice provided for under this Agreement may be delivered in person, sent by mail addressed to:

for Canada:

DIRECTOR, CLIMATE MITIGATION AND ADAPTATION AND COMMUNITY PROGRAMS,
COMMUNITIES AND INFRASTRUCTURE PROGRAMS BRANCH,
DEPARTMENT OF HOUSING, INFRASTRUCTURE AND COMMUNITIES,
1100 - 180 Kent Street,
Ottawa, Ontario,
K1P 0B6

or to such other address or email or addressed to such other person as Canada may, from time to time, designate in writing to the Recipient; and

for the Recipient:

Jonathan Taylor
City Clerk, The City of Saint John
15 Market Square, City Hall, P.O. Box 1971
City of Saint John, New Brunswick E2L 4L1
cityclerk@saintjohn.ca

With a copy to:

The City of Saint John
General Counsel Office
generalcounsel@saintjohn.ca

or such other address or email or addressed to such other person as the Recipient may, from time to time, designate in writing to Canada.

Such notice will be deemed to have been received, if sent by mail or email, when receipt is acknowledged by the other Party; and in person, when delivered.

18.16 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.

18.17 GOVERNING LAW

This Agreement is governed by the laws applicable in the Province of the Recipient.

18.18 SUCCESSORS AND ASSIGNS

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

18.19 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 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 in relation to such rights and to the Agreement.

19. ENVIRONMENTAL AND IMPACT ASSESSMENT

19.1 REQUIREMENTS UNDER APPLICABLE FEDERAL ENVIRONMENTAL OR IMPACT ASSESSMENT LEGISLATION

The Recipient represents and warrants that there are no requirements under applicable federal environmental or impact assessment legislation for the Project.

19.2 CHANGES TO PROJECT OR OTHERWISE

- a) If, as a result of changes to the Project or otherwise, Canada is of the opinion that the Project is subject to federal environmental or impact assessment legislation, the Recipient agrees that construction of the Project or any other physical activity to be carried out in relation to the Project, including site preparation or vegetation removal, will not be undertaken or will be suspended unless and until the legislative requirements are met and continue to be met. The Recipient also agrees that no funds or additional funds for any Eligible Expenditure for the Project will become or will be payable by Canada to the Recipient unless and until the legislative requirements are met and continue to be met.
- b) Canada may consent in writing that construction or any other physical activity, including site preparation or vegetation removal, be carried out for the portion of the

Project not subject to federal environmental or impact assessment and that funds or additional funds for any Eligible Expenditure will be payable by Canada for the portion of the Project not subject to federal environmental or impact assessment.

20. INDIGENOUS CONSULTATIONS

20.1 INDIGENOUS CONSULTATION

- a) The Recipient agrees that:
 - a. it will consult with Indigenous communities that might be affected by the Project. Specifically, it will
 - i. explain the Project to the Indigenous communities, including Canada's funding role, and
 - ii. provide a report to Canada, which will include:
 - (1) a list of all Indigenous communities contacted;
 - (2) a summary of all communications with the Indigenous communities;
 - (3) a summary of any issues or concerns that the Indigenous communities have raised, how they were addressed, and any outstanding concerns; and
 - (4) any other information Canada may consider appropriate.
- b) accommodation measures, where appropriate, will be carried out by the Recipient and these costs may be considered Eligible Expenditures.
- c) no construction or any other physical activity, including site preparation or vegetation removal may be carried out in relation to the Project, and no funds or additional funds for any Eligible Expenditure for the Project will be payable by Canada to the Recipient, unless and until Canada is satisfied that its legal duty to consult and, where appropriate, accommodate Indigenous communities has been met and continues to be met.

20.2 CHANGES TO PROJECT OR OTHERWISE

If, as a result of changes to the Project or otherwise, Canada determines that further Indigenous consultation is required, the Recipient will work with Canada to satisfy its legal duty to consult and, where appropriate, accommodate Indigenous communities and agrees that Subsection 20.1 (Indigenous Consultation) will be applicable.


SIGNATURES

This Agreement has been executed on behalf of His Majesty the King in right of Canada, and on behalf of the City of Saint John on the date below each Party's respective signature.

HIS MAJESTY THE KING IN RIGHT OF CANADA

THE CITY OF SAINT JOHN

Paul Loo



Donna Noade Reardon
Mayor of the City of Saint John

Director General, Resilient and Innovative
Communities, Housing, Infrastructure and
Communities Canada

DATE

OCT 17 2024

DATE



Jonathan Taylor
City Clerk



OCT 17 2024

DATE

SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

A.1. ELIGIBLE EXPENDITURES

- a) All Eligible Expenditures identified below can begin to be incurred as of the Project Approval Date except for expenditures associated with greenhouse gas assessments, which are Eligible Expenditures, that may be incurred within twelve (12) months prior to the Project Approval Date.
- b) Eligible Expenditures will be all direct and necessary expenditures incurred by the Recipient towards the eligible Project that are associated with acquiring, planning, designing, constructing or rehabilitating a tangible capital asset, as defined by the Generally Accepted Accounting Principles (GAAP) or the Public Sector Accounting Standards (PSAS) in effect in Canada. This also specifically includes the following:
 - i. Expenditures directly associated with joint federal communication activities and with Project signage, installed in accordance with federal signage guidelines.
 - ii. The incremental costs of the Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:
 - 1. The Recipient is able to demonstrate that it is not economically feasible to tender a contract;
 - 2. The employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
 - 3. The arrangement is approved in advance and in writing by Canada.
 - iii. Costs of Indigenous consultations, and where appropriate, accommodation.
- c) All Eligible Expenditures outlined above can be reimbursed to the Recipient only following the Effective Date of the Agreement.

A.2 INELIGIBLE EXPENDITURES

- a) Expenditures incurred before Project Approval Date and all expenditures related to contracts signed prior to the Project Approval Date except for expenditures associated with greenhouse gas assessments as per clause A.1.a);
- b) Expenditures incurred for cancelled Projects;
- c) Expenditures of relocating entire communities, or costs for properties associated with relocation;
- d) Costs for and associated with the acquisition of land;
- e) Costs associated with relocation and purchase of any type of dwellings or buildings;
- f) Expenditures for equipment (unless it is part of the larger fixed infrastructure);
- g) Costs associated with all emergency and response services infrastructure (e.g., fire stations);
- h) Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs, unless in accordance with the requirements described in Schedule A.1.b)ii;
- i) Any overhead expenditures, including salaries and other employment benefits of any employees of the recipient, the direct or indirect operating or administrative costs of recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, unless in accordance with the requirements described in Schedule A.1.b)ii;
- j) Financing charges, legal fees, and loan interest payments including those related to easements (e.g. surveys);
- k) Any goods and services costs which are received through donations or in-kind;

- l) 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;
- m) Expenditures associated with operating expenses and regularly scheduled maintenance work;
- n) Expenditures related to furnishings and non-fixed assets which are not essential for the operation of the Asset/Project; and
- o) All capital expenditures and costs, including site preparation and construction costs, until Canada is satisfied that the Environmental Assessment and Indigenous consultation obligations have been met and continue to be met.

SCHEDULE B – PROJECT DETAILS

B1. Project Description:

The City of Saint John has some of the highest tides in the world and is at increasing risk of flooding from extreme weather, which is magnified by climate change. Two significant riverine flooding events have occurred on the St. John River in the past decade (2018 and 2019) with the highest water levels on record. These events caused significant private and public infrastructure damage, including to three (3) wastewater systems which service over 50% of the city's population.

The project consists of increasing flood resiliency of critical wastewater infrastructure within the City of Saint John. The project includes rehabilitation and raising of the Lancaster Wastewater Treatment Facility berm to an elevation of 6.8 m to protect from flooding, replacement and raising of the Millidgeville Wastewater Treatment Facility UV system and flood protection of the Lower Cove sewer system. These systems service the City's West Side, Millidgeville, and Uptown Saint John.

B1.1 Project Objective:

This project will upgrade and rehabilitate the two (2) wastewater systems and one (1) combined system (will be a stormwater system) described above, mitigating the flooding risk and ensuring the provision of wastewater services to an estimated 32,600 people. The project will reduce or eliminate untreated wastewater discharge caused by flood damage and protect existing infrastructure from damage, as well as reduce expected sewer backup that will affect private residential and commercial developments.

List of Assets:

Assets	Asset Owner
A – Lancaster Wastewater Treatment Facility	City of Saint John
B – Lower Cove Sewer System	City of Saint John
C – Millidgeville Wastewater Treatment Facility Ultraviolet System	City of Saint John

B1.2 Expected Results at Project completion:

Expected Outputs and immediate Outcome(s)	Indicators	Baseline	Target	Actual Results (info to be included in final report)
Increased structural capacity to adapt to climate change impacts, disasters triggered by natural hazards, and extreme weather events	Number of newly built or improved infrastructure Assets	3 assets	3 assets (improved)	
	Expected lifecycle of newly built or improved infrastructure Assets (years)	A. 0 years B. 0 years C. 0 years; N/A (building)	A. 60 years B. 100 years C. 20-25 years (UV System); 100 years (building)	
	Performance of newly built or improved infrastructure Assets			
	A. Meters of berm raised.	A. 0 m	A. 150 - 250 m	
	B. Meters of storm sewer installed.	B. 0 m	B. 100 - 200 m	

	C. Square meters of building	C. 0 m ²	C. 20 m ²	
Expected intermediate Outcome(s)	Indicators	Baseline	Target	Actual Results (info to be included in final report)
Increased ability of communities to adapt and withstand climate change impacts, disasters triggered by natural hazards, and extreme weather events	Percentage of directly affected people by hazard	9.60%	Less than 8.5%	
	Percentage of local economic losses per hazard	0.98%	Less than 0.7%	
	Percentage of population without essential services during hazard	53.00%	Less than 25%	
	Number of missing people/lives lost	0	0	
Expected ultimate Outcome(s)	Indicators	Baseline	Target	Actual Results (info to be included in final report)
Increased economic, environmental and social resilience	Long-term savings on socio-economic damages during the Asset life cycle	\$0	\$20,671,160	
Minimum Federal Requirements	<p>All projects under the DMAF must meet the following federal requirements:</p> <p>a) Meeting or exceeding the applicable energy efficiency standards for buildings outlined in the <i>Pan-Canadian Framework (PCF) on Clean Growth and Climate Change</i>.</p> <p>b) Meeting or exceeding the requirement of the highest published accessibility standard in a jurisdiction, defined as the requirements in the Canadian Standards Association Technical Standard Accessible Design for the Built Environment (CAN/CSA B651-12 or newer), in addition to applicable provincial or territorial building codes, and relevant municipal by-laws.</p>			

B1.3 Boundaries:

		Project Component Mid-Points	
Project Component	Midpoint km	CSRS-UTM-20N Lat/Long	
		Latitude (N)	Longitude (W)
A	-	45.238732	-66.112505
B	-	45.266148	-66.058459
C	-	45.287058	-66.11614

Millidgeville Wastewater Treatment Facility Ultraviolet System



Locations within the City of Saint John



B2. Project Components and Cashflow

Project Components	Estimated Expenditures			Forecast			
	Estimated Total Expenditures	Estimated Eligible Expenditures	Estimated Contribution by Canada	Forecast of Estimated Contribution by Canada by Fiscal Year			
				2024/25	2025/26	2026/27	2027/28
Project Cost	\$14,615,500	\$12,709,130	\$5,083,652	\$37,450	\$1,383,506	\$2,206,288	\$1,456,408
Total	\$14,615,500	\$12,709,130	\$5,083,652	\$37,450	\$1,383,506	\$2,206,288	\$1,456,408

B3. Total Financial Assistance:

Recipient: \$ 9,531,848

Canada: \$ 5,083,652

Other contributors: \$ 0

SCHEDULE C – COMMUNICATIONS PROTOCOL

C.1 PURPOSE

This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to the funded Project.

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

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

Communications Activities may include, but are not limited to, public or media events, news releases, reports, web and social media products or postings, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

C.2 GUIDING PRINCIPLES

The Parties recognize the importance of managing the delivery of coherent Communications Activities based on the principle of transparent and open discussion and collaboration.

Communications Activities undertaken through this Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about the funded Project and its benefits.

The Communication Activities undertaken jointly by Canada and the Recipient should recognize the funding of all contributors to the Project.

The Recipient's public acknowledgement of financial assistance received from Canada is a condition of funding under this Agreement.

The Recipient will address any deficiencies and/or corrective actions identified by Canada or by the Oversight Committee.

C.3 GOVERNANCE

The Parties will designate communications contacts and form a communications subcommittee that will be responsible for preparing the Project's communications plan, overseeing its implementation and reporting on its results to the Oversight Committee.

C.4 PROGRAM COMMUNICATIONS

Canada retains the right to meet its obligations to communicate information to Canadians about the Program and the use of funding through its own communications products and activities.

Canada and the Recipient may also include general Program messaging and an overview of this Project as an example in their own communications products and activities. The Party undertaking these activities will recognize the funding of the Parties.

Canada and the Recipient agree that they will not unreasonably restrict the other Party or other funding contributors from using, for their own purposes, public communications products related to the Project that were prepared collectively or individually by the Parties, and if web-based, from linking to them.

Canada and the Recipient will ensure that:

- a) Canada and the Recipient will work together with respect to Joint Communications about the Project.
- b) Joint Communications related to Project funded under this Agreement should not occur without the prior knowledge and agreement of each of the Parties.
- c) All Joint Communications material will be approved by Canada and the Recipient, and will recognize the funding of each of the Parties.

- d) Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of Projects. The requestor will provide at least fifteen (15) business days' notice to the other Parties. If the Communications Activity is an event, it will take place at a mutually agreed date and location.
- e) 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.
- f) As Canada has an obligation to communicate in English and French, Communications products related to events must be bilingual and include the Canada word mark and the other Party's logo. In such cases, Canada will provide the translation services and final approval of products.
- g) The conduct of all Joint Communications will follow the *Table of Precedence for Canada*.

Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.

The Recipient agrees to collaborate with Canada on Communications Activities and products including, but not limited to, Project success stories, vignettes, and multi-media products.

C.5 INDIVIDUAL COMMUNICATIONS

The Recipient will ensure that:

- a) Where a website or webpage is created to promote or communicate progress on a funded Project or Projects, it must recognize 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 Housing, Infrastructure and Communities Canada's website, at www.infrastructure.gc.ca. The guidelines for how this recognition is to appear and language requirements are published on Housing, Infrastructure and Communities Canada's website (<https://housing-infrastructure.canada.ca/pub/signage-panneaux/intro-eng.html>).
- b) The Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed project, for use in social media and other digital individual Communications Activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to infc.photo.infc@canada.ca along with the Project name and location.

C.6 OPERATIONAL COMMUNICATIONS

The Recipient is solely responsible for operational communications with respect to the Project, including, but not limited to, calls for tender, construction, and public safety notices.

Operational communications will include the following statement: "This project is funded in part by the Government of Canada". Operational communications as described above are not subject to the federal official languages policy.

Canada and the Recipient will share information promptly with the other Party should significant media inquiries be received or if major stakeholder issues relating to the Project arise.

C.7 SIGNAGE

Unless otherwise agreed upon by Canada, the Recipient will produce and install a sign to recognize contributors' funding at each Project site in accordance with current federal signage guidelines. The sign's design, content, and installation guidelines are provided by Canada (<http://housing-infrastructure.canada.ca/pub/signage-panneaux/intro-eng.html>).

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it must recognize the federal contribution and be approved by Canada.

The Recipient will ensure that signs are installed at the Project site(s) at least one (1) month prior to the start of construction, be visible for the duration of the Project, and

remain in place until one (1) month after construction is completed and the infrastructure is fully operational or opened for public use.

The Recipient will ensure that signs are installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

Sign installations shall be reported to Canada as per clause 8.1 b) (Progress Report).

C.8 ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, Canada and the Recipient may, at their own cost, organize an advertising or public information campaign related to the Program or the funded Project. However, such a campaign must respect the provisions of this Agreement. In the event of such a campaign, each Party agrees to inform the other Party of its intention, no less than twenty-one (21) business days prior to the campaign launch.

SCHEDULE D – DECLARATION OF SUBSTANTIAL COMPLETION

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Housing, Infrastructure and Communities, and the City of Saint John (the “Recipient”) concerning the City of Saint John Wastewater Flood Protection Project (the “Agreement”).

I, _____ (Name E.G. Recipient Co-Chair, or Project Manager, or Site Foreman), hold the position of _____ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.:

1. The City of Saint John has received the following documents for the City of Saint John Wastewater Flood Protection Project:

i. [LIST NAME OF RELEVANT DOCUMENT(S), E.G. CERTIFICATE OF COMPLETION, CERTIFICATE OF PERFORMANCE, OCCUPANCY PERMIT, ETC.] signed by _____ (Name), a _____ (Profession, e.g. professional engineer) for the Project.

ii. [ADD SAME TEXT AS IN i FOR EACH DOCUMENT]

2. Based on the above documents and the representations made to me by the professionals, I declare to the best of my knowledge and belief that the Project:

i. has been substantially completed, in that it can be used for its intended use, as described in Schedule B.1 (Project Description) of the Agreement.

ii. was carried out between the dates _____ (start date) and _____ (Substantial Completion Date).

3. All terms and conditions of the Agreement that are required to be met as of the date of this declaration have been met.

Declared at _____ (City), in _____ (Province/Territory)

this _____ day of _____, 20_____.

(Signature)