



Town of Grand Falls – Windsor
Request for Proposals (R.F.P.)

FOR

*Consultant Services for Poplar Road
Area Water & Sewer Upgrades*

June 2026
Gas Tax # 99-2022-7655

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TERMS OF REFERENCE

1. Introduction

The Town of Grand Falls-Windsor is perfectly centered within the province of Newfoundland and Labrador with a population of approximately 14,000. As noted in Table 1 the Town is responsible to manage an infrastructure portfolio worth approximately \$505 million based on 2023 figures. Based on the NL CPI adjustment of 6.8% from 2023 our assets are worth \$540 million in 2025. Based on a 12-year average, the Town invests approximately \$6.76 million annually in capital works, including both upgrades to existing infrastructure and the development of new infrastructure. This infrastructure ranges from 100 years old to new and as a result these assets are at varying condition levels.

Table 1 - Estimated replacement value of the Town of GFW infrastructure assets in 2023.

Asset Class	Replacement Value (\$)	Portion of Total* Replacement Value (\$)
Roads	146,725,782	29%
Facilities	135,885,036	27%
Sanitary	73,150,956	14%
Water	61,666,094	12%
Storm	49,024,141	10%
Equipment	26,885,662	5%
Parks and Land Improvements	8,949,725	2%
Fleet	2,560,857	1%
Total*	504,848,253	

The Town is requesting services from an engineering consultant to complete the detailed design, Class A estimate and specifications for a water, sewer and road upgrade project in the Poplar Road area which encompasses approximately 84,000 m². As shown in the plan in Appendix B a large portion of the existing water and sewer infrastructure is in the rear yards of private property. It is anticipated that the existing sanitary sewer will need to be relined in these locations, but the storm sewer and water can be relocated into the road ROW. A Class D estimate is included as Appendix A to this RFP to illustrate the approximate quantities involved in the project so consultants can gauge the level of effort required for this design. The Town has all the survey information for the storm, water and sanitary network in this area as shown on the plan provided in Appendix B. If any additional infrastructure detail is required, the Town will complete this.

The project must be divided into two separate tenders with detailed estimates and drawings so the Town can apply for funding to complete the work in two separate projects due to the high costs anticipated and to better align with the available funding opportunities. A separate tender may be required for the sanitary relining, but this will be discussed with the consultant during the design process to determine the best approach for tendering the work. The main purpose of this project is for the consultant to develop tender ready design packages that the Town can utilize for funding applications, and the first Canada Housing Infrastructure Funding window opens on September 2nd, 2026.

A large weighting is being placed on the technical expertise of the submissions as it is deemed very important for a successful project given the complexity of the layout of the existing infrastructure. Experience in relining projects is considered a strong asset.

2. Mandatory Requirements

All Consultants must have a current Permit to Practice in the Province of NL from the Professional Engineers and Geoscientists of Newfoundland and Labrador (PEGNL) in the disciplines required to complete the work. All Consultants must have the appropriate professional and personnel liability insurance prior to commencing work on the project. The professional consulting services contract sample (PCA) link is included as Appendix C to this RFP and will define the consulting services scope of work for this project once a successful Proponent is selected and the PCA is completed. The consultant must be experienced in water and sewer upgrade projects like the one described in this RFP.

3. Objectives and Scope of Work

- 3.1** Review all documentation provided in the RFP. Organize and attend (MS Teams) initial startup meeting. Complete design brief after the meeting explaining the design work to be undertaken so all parties agree prior to starting detailed design. Recommend visiting the site prior to completing the design brief to have a full understanding of the site and work required. Assume two site visits during the design phase for a total of 40 hours LOE for the purpose of responding to this RFP.
- 3.2** Develop a tender to complete the required CCTV inspection of the sanitary sewer system to ensure it can be relined. This will need to be completed early in the design phase to ensure relining is an option. This should be priced separately in the cost of services detailed breakdown.
- 3.3** Develop 50% IFR plans, estimates and specifications for review by the Town. The plans must include all items noted in Section 1 – Introduction of this RFP which includes but is not limited to:
 - 3.3.1** One detailed design for the full scope of work. Locate an optimal location to split the design so that two tender packages can be completed as separate funding packages. The town may decide to complete one tender package depending on the total anticipated costs but for the purposes of responding to this RFP please assume two full tender packages are required.
 - 3.3.2** Other information required for bidding the engineering effort is included in Appendix A and B. The AutoCAD version of the plan is available to the successful proponent along with LiDAR tiles and 2024 aerial imaging.
- 3.4** Provide 100% IFR plans, estimates and specifications for review by the Town with changes from the 50% IFR package incorporated. Incorporate any required changes into the IFT package.
- 3.5** Provide IFT plans, estimates and specifications ready for tender but to be used with the funding application.
- 3.6** Answer questions during the funding application phase.
- 3.7** IFC plans, specifications and Class A estimates. Please note that these will be used for the funding application, but it may be several years before they are used for construction where there is no funding for the project yet.
- 3.8** Since this design work is required for funding applications the Town may engage the consultant after the funding is received to request a price for shop drawing review, responding to questions during tendering, attending pre-construction meeting and assisting with any on-site questions during

construction. For the purposes of this consultant contract these items are **not** required.

- 3.9 The design project must be completed no later than September 4th, 2026. This date will allow time to meet the funding application deadline as noted in Appendix D to this RFP. However, the Town realizes this is an aggressive design schedule so alternative schedules can be proposed knowing that the Town requires a Class C estimate and plan by September 23rd, 2026 at the absolute latest to include with a funding application.
- 3.10 The Town will carry out any additional survey or field reconnaissance that the consultant requires throughout the design process.

4. Response Proposal Content

- 4.1 Proposals should include a *Table of Contents* properly indicating the section and page of numbers of the information included.
- 4.2 Proposals should include an *Executive Summary* of no more than one (1) page on the information presented including the Proponents unique qualifications and services.

4.3 Methodology and Approach

4.3.1 Scope of Work Statement

The Consultant is to include a detailed and concise statement to demonstrate a clear understanding of the project scope and project deliverables as outlined in Sections 1 and 3 of this RFP.

4.3.2 Work Plan

The Consultant shall include a detailed and concise Work Plan on how they propose to achieve the objectives detailed in Sections 1 and 3 of this RFP.

4.3.3 Delivery Schedule

The Consultant is to include a proposed schedule of work considering that the project is to be completed no later than **September 4th, 2026**.

The following project milestones must be included in the RFP Submissions however, additional milestones can be set by the successful Proponent. If the proposed completion date is unachievable, please state the reasoning in your response and provide your anticipated completion date for all the different milestones.

Milestone Description	Completion Date
Initial site visit (meeting Town)	
Design brief	
CCTV tender package	
50% IFR package	
100% IFR package	
IFT package	September 4 th , 2026
IFC package	

4.4 Experience & Qualifications

4.4.1 Demonstrate expertise

- 4.4.1.1 Proponent is to demonstrate their expertise and explain how it is related to this project. Experience with sanitary sewer relining design should be emphasized.

4.4.2 Experience in similar projects

- 4.4.2.1 Project experience should include a list of similar projects conducted by the proponent. A minimum of two similar control-related projects must be included. Please include the team involved along with the size, scope, and complexity of the project. Also include a short description of the specific challenges encountered and the solutions enacted to solve the issue. Reference contact information must be provided so the project details can be verified.

4.4.3 Corporate Background / References

- 4.4.3.1 Proponent is to provide general information on the firm, including a brief history and number of years in business.
- 4.4.3.2 Proponent is to include references related to the relevant work/study experience. A minimum of two references are to be provided.

4.4.4 Proposed Key Team Members and Resumes

- 4.4.4.1 Proponent to provide the names of key members of the team including resumes and relevant project/study experience, availability, current workload and headquarters location.
- 4.4.4.2 Provide an Organizational Chart indicating the names of the individuals to be involved in the major tasks of this project and the lines of responsibility. The organizational chart should also include the specific responsibilities of key personnel and their role on the team. If selected as the Proponent, any changes to the agreed-upon key personnel involved in this project cannot be made without written approval from the Town. A breakdown of costs is to be included showing hours for each individual and hourly rates of same. Additional work, outside of the scope specified in this RFP, will be paid based upon these rates. See Section 4.5 for details.
- 4.4.4.3 The Proponent shall not subcontract any parts of this work to other parties not described in this RFP without written approval from the Town.

4.5 Cost of services password protected PDF

4.5.1 The Proponent shall describe how Cost of Services will be calculated.

4.5.2 The contract will be a fixed lump sum price for professional services including all expenses and travel related costs. The fixed lump sum bid price must account for all the work detailed in Sections 1 and 3. The fixed costs must be broken down into the subcomponents necessary to complete this project. There may be other subcomponents the bidder includes in their detailed cost breakdown, as this is not an exhaustive list.

The only items that will be paid at an hourly rate, with meal allowances, kilometer rates and overnight expenses paid as indicated in Section 4.5.3 of this RFP, are the cost associated with the items considered outside the scope of work for this RFP. The total cost including HST must be noted at the end of the cost breakdown. The Cost of Services will be a lump sum fixed price and changes to the contract terms and fixed cost will be considered only if:

4.5.2.1 There is a material change in the scope of work to be performed,

or

4.5.2.2 There is a material delay in the performance of the work, beyond the control of the Consultant.

4.5.3 Cost of Services are to be submitted electronically (tenders@townofgfw.com) in a separate password protected PDF, appropriately identified as to the contents. Please allow for the necessary time to visit Grand Falls – Windsor to meet with the Development Department throughout the duration of the project. Multiple visits will be required. For the purposes of this RFP please include two site visits for two individuals, a total of 40 hours during the design phase so all parties are bidding the same LOE. Expenses and reimbursable allowances are to be at cost. All meal allowances, kilometer rates and overnight allowances are to be per the Government's approved rates found at: <https://www.gov.nl.ca/exec/tbs/working-with-us/auto-reimbursement>. These amounts are calculated with HST and markups included.

5. Required Areas of Expertise

5.1 Proponents are to provide relevant expertise in the following fields:

5.1.1 Professional Engineer licensed to practice in NL.

5.1.2 Completion of the work described in Sections 1 and 3 of this RFP.

5.1.3 Extensive experience in water and sewer design along with sanitary sewer relining design are considered essential. The Town is looking for a consultant that has completed similar projects, so the design is clear and eliminates the need for CO's after the project is tendered and started by the selected contractor. The town will factor in past experience with each consultant as part of the evaluation process.

6. Evaluation Criteria

Proposals will be evaluated using a two-step procurement bidding procedure whereby the Technical and Cost of Services responses will be submitted electronically in two separate PDF documents with the Cost for Services being password protected. Proponents will be evaluated on the technical proposal prior to the opening and evaluation of the Cost of Services responses as detailed in Sections 6.1 and 6.2 below. GFW will request the password from the proponent to open the Cost for Services PDF. The table noted below outlines the scoring criteria:

Quality of Response	Response Rating
Excellent. Meets and exceed all requirements	1.0
Very good; meets all requirements	0.9
A sound response; fully meets most of requirements	0.8
Acceptable; exceeds basic requirements	0.7
Acceptable at a minimum level, meets basic requirements	0.6
Barely meets basic requirements	0.5
Falls short of meeting basic requirements	0.4
Exceedingly short of basic requirements	0.3
Does not address our needs	0.2
Information provided but unacceptable	0.1
The response is completely unacceptable, or the information is missing altogether	0

In the case of a tie when the combined score results in a score of equal value, the deciding factor will be the technical score. If a tie still exists, the evaluation team will call a meeting with the Proponents that are in a tie; the Proponents are to do a presentation on their approach to completing this project. This presentation will be scored using a point total of ten (10) points to declare the preferred Proponent.

Weighted Factor Table

The Evaluation Committee will use the following criteria and weight factors to evaluate the proposal submissions:

Evaluation Criteria	Sub Score	Maximum Score
Technical Evaluation		
1.0 Methodology – Approach		25
1.1 Scope of Work Statement	5	
1.2 Work Plan	15	
1.3 Delivery Schedule	5	
2.0 Experience – Qualifications		50
2.1 Demonstrated Expertise and Corporate background	15	
2.2 Experience in presented project examples	15	
2.3 Project references	10	
2.4 Proposed key team members and resumes	10	
Sub-Total Technical Evaluation		75
Financial Evaluation		
3.0 Cost of Service (password protected PDF)		25
Total of Technical Evaluation & Cost of Service		100

6.1 Technical Evaluation (Methodology and Experience)

- 6.1.1 The content (Criteria 1.0 and 2.0) of proposals submitted must achieve from the evaluation panel a minimum score of 70%, in Criteria 1.0 and 2.0 combined, to be considered further.
- 6.1.2 The Proponents whose proposals do not meet the evaluation, as set out in 6.1.1 above, will have their “Cost of Services” PDF returned unopened (will not request the password to access this PDF).

6.2 Financial Evaluation

- 6.2.1 The Proponents whose proposals meet the technical evaluation, will be given a value relative to the lowest cost of services, which will be assigned a maximum value of 25.

The Cost Formula for Evaluation is:

Points awarded = (Lowest proposal cost / Proposal cost being evaluated) x Total points available for Cost.

6.3 Combined Score of Technical and Financial Evaluation

- 6.3.1 The preferred proponent will be selected on the basis of the highest overall score achieved by totaling the Technical score with the Cost of Services score.
- 6.3.2 The Owner is not bound to accept the lowest cost or any proposal.

INSTRUCTIONS TO PROPONENTS

7. Submission Requirements

- 7.1 Electronic PDF** copies of the Technical and Cost of Services Proposals must be submitted via email. Please note the subject line of the email must state *“Poplar Road Water and Sewer Upgrades – Proponents Company Name.”* Submission details are outlined below:

Town of Grand Falls – Windsor
C/O Chad Clendenning
5 High Street, P.O. Box 439
Grand Falls - Windsor, NL A2A 2J8
Email: tenders@townofgfw.com

- 7.2** Proposals must be received at the address above no later than **2:00 p.m., Thursday, July 9th, 2026.**
- 7.3** Proposals received and not conforming to Items 7.1 and 7.2 above will be returned to Proponent(s), without consideration.
- 7.4** All prices quoted in the proposal are to be in Canadian funds and are to show all applicable taxes.
- 7.5** Proposals are to be submitted using a PDF procurement procedure whereby proponents must submit two PDF documents simultaneously, one for the Technical Proposal and one for the Cost of Services Proposal appropriately identified as to the contents of each. The Cost of Service PDF must be saved as: ***“Poplar Road Water and Sewer Upgrades – Cost for Services – Company Name”***. The Cost of Services PDF should be password protected, and the Town will contact the proponent for the password prior to opening. The Technical Proposal PDF must be saved as: ***“Poplar Road Water and Sewer Upgrades – Technical Proposal – Company Name”***.
- 7.6** Proposals, rather than tenders, have been requested to afford consultants an opportunity to demonstrate their specific expertise and potential for an innovative approach in providing consulting services. The proposed approach should satisfy the Town’s needs in a cost-effective and timely manner.
- 7.7** Proposals must be based on these Instructions and Terms of Reference.
- 7.8** Proposals must clearly show the complete company name along with the name, cell phone number and email address of primary contact person(s).
- 7.9** Consultants are solely responsible for any costs or expenses related to the preparation and submission of proposals. **There will be no honorarium.**
- 7.10** After the closing time and date, all proposals received by the Owner become the property of the Owner.
- 7.11** The Consultant’s proposal must remain valid for a period of **90 days** after the date of closing noted in Section 7.2 above.

7.12 The laws of the Province of Newfoundland and Labrador shall govern this proposal and any subsequent contract resulting from this proposal.

8. Access to Information

8.1 The Owners are subject to the provisions of the *Access to Information and Protection of Privacy Act*. Section 27 of the Act excludes the disclosure of information that would be harmful to the business interests of a third party and any disclosure by the Owner would be subject to that provision.

9. Evaluation Process

9.1 An Evaluation Committee, made up of the Director of Public Works and Development along with the Manager of Development including some support staff will review the proposal submissions. Based on the results of the review, the Committee will make a recommendation to Council on a preferred Proponent. The Committee reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on the best value and not necessarily the lowest cost. Please refer to the Evaluation Criteria outlined in Section 6 of this RFP. Acceptance of the selected Consultant is subject to the approval of the Grand Falls – Windsor Town Council.

9.2 The Evaluation Committee reserves the right to conduct pre-selection meetings with Consultants, which may include a run-through of the proposal submission. The Evaluation Committee may also select to ask questions directly to the Consultants that have provided a submission. Therefore, please provide an email address for the individuals selected to receive questions.

10. Reporting Structure

10.1 The successful Proponent will report directly to:

**Chad Clendenning, P. Eng.
Manager of Development
Town of Grand Falls – Windsor**

11. Enquiries

11.1 All enquiries regarding this *RFP* must be directed to:

Chad Clendenning, P. Eng. – Manager of Development
chad.clendenning@townofgfw.com

OR

Nelson Chatman, P. Eng. – Director of Public Works and Development
nelson.chatman@townofgfw.com

11.2 All questions should be submitted, in writing via email, at least three (3) days prior to the closing time and date. No amendments will be made three (3) days prior to closing. The Town strongly recommends that all interested parties visit the Town and meet with or contact the Development department at least 5 days prior to the closing of this RFP. Please contact those identified in Section 11.1 above to make the necessary arrangements.

- 11.3** Any verbal representations, promises, statements or advice made by employees of the Owner other than written responses offered through the Manager of Development, should not be relied upon.

END OF THIS REQUEST FOR PROPOSALS (RFP) DOCUMENT

SECTION 12.0

APPENDICIES

APPENDIX A

(Poplar Road - Class D Estimate)

Schedule "A" - Quantities and Prices (Class D Estimate)					24-Jun-26
Town of Grand Falls-Windsor - Project: Greater Lincoln Road Area					
ITEM #	DESCRIPTION	UNIT	Estimated Quantity	UNIT PRICE	AMOUNT
01005	General Instructions				
	2. Maintain Existing Supply of Water to Occupants	L.S.	1	\$ 15,000.00	\$ 15,000.00
	3. Maintain Existing Sewer Services to Occupants	L.S.	1	\$ 15,000.00	\$ 15,000.00
01010	Mobilization & Demobilization				
	(Not greater than 5% if on the Island, or 10% if in Labrador, or 15% north of Cartwright of Sub-Total, including this item, before HST)	L.S.	1	\$ 283,600.00	\$ 283,600.00
01020	Cash Allowances				
	1. Pole Relocation	Allow.		\$ 2,500.00	\$ 2,500.00
	2. Shoring/Bracing	Allow.		\$ 1,600.00	\$ 1,600.00
	4. Temporary Supply of Water to Occupants (Section 01005 2. 14)	Allow.		\$ 20,000.00	\$ 20,000.00
01570	Traffic Regulation				
	1. Flag Person Wages	Hour	3800	\$ 25.00	\$ 95,000.00
01580	Project Signs & Sign Supports				
	2. Project Sign - Federal	L.S.	1	\$ 2,000.00	\$ 2,000.00
01582	Sign and Signpost Installations				
	1. Type A				
	1. 600mm Stop Sign (Including U-Channel Sign Post)	Each	8	\$ 400.00	\$ 3,200.00
	2. 600mm Yield Sign (Including U-Channel Sign Post)	Each	0	\$ 400.00	\$ -
	3. 600mm Speed Limit Sign (Including U-Channel Sign Post)	Each	2	\$ 400.00	\$ 800.00
	4. 600mm Cross Walk Sign (Including U-Channel Sign Post)	Each	4	\$ 400.00	\$ 1,600.00
01710	Reinstatement and Cleaning				
	1. Fencing (To match various existing fence styles - Wooden)	m	100	\$ 150.00	\$ 15,000.00
	9. Supply & Placing Topsoil	m ²	9900	\$ 15.00	\$ 148,500.00
	10. Supply & Placing Agricultural Limestone	m ²	9900	\$ 1.00	\$ 9,900.00
	11. Supply & Application of Fertilizer	m ²	9900	\$ 1.00	\$ 9,900.00
	12. Supply & Placement Sods	m ²	9900	\$ 18.00	\$ 178,200.00
02070	Sitework, Demolition & Removal of Structures				
	4. Removal of Concrete Sidewalk	m ²	2115	\$ 35.00	\$ 74,025.00
	5. Removal of Curb & Gutter	m	1080	\$ 30.00	\$ 32,400.00
	6. Removal of Catch Basins, Maintenance Holes & Ditch Inlets	Each	35	\$ 350.00	\$ 12,250.00
	7. Removal of Fences	m	100	\$ 15.00	\$ 1,500.00
	9. Removal of Sanitary Sewers	m	400	\$ 35.00	\$ 14,000.00
	10. Removal Water Lines	m	610	\$ 30.00	\$ 18,300.00
	12. Removal of Storm Sewers	m	720	\$ 40.00	\$ 28,800.00
	15. Removal of Asbestos Cement Pipe (Sanitary)	m	220	\$ 100.00	\$ 22,000.00
	16. Removal of Other Items				
	1. Remove and Replace Patio	Each	7	\$ 10,000.00	\$ 70,000.00
02223	Excavation, Trenching & Backfilling				
	1. Main Trench Excavation				
	1. Rock	m ³	1500	\$ 115.00	\$ 172,500.00
	2. Common	m ³	8500	\$ 35.00	\$ 297,500.00

Schedule "A" - Quantities and Prices (Class D Estimate)					24-Jun-26
Town of Grand Falls-Windsor - Project: Greater Lincoln Road Area					
ITEM #	DESCRIPTION	UNIT	Estimated Quantity	UNIT PRICE	AMOUNT
	2. Service Trench Excavation				
	1. Rock	m ³	660	\$ 115.00	\$ 75,900.00
	2. Common	m ³	3720	\$ 35.00	\$ 130,200.00
	3. Imported Common Backfill	m ³	2874	\$ 40.00	\$ 114,960.00
	5. Granular Pipe Bedding				
	2. Type 2	m ³	2570	\$ 55.00	\$ 141,350.00
	8. Supply & Placement of Marking Tape				
	1. Plastic Tape	m	3320	\$ 1.00	\$ 3,320.00
	2. Metal Tape	m	2055	\$ 3.00	\$ 6,165.00
02224	Roadway Excavation, Embankment & Compaction				
	1. Mass Excavation & Backfill				
	1. Rock	m ³	0	\$ 130.00	\$ -
	2. Common	m ³	3050	\$ 40.00	\$ 122,000.00
	2. Imported Backfill				
	1. Rock	m ³	0	\$ 60.00	\$ -
	2. Common	m ³	0	\$ 40.00	\$ -
02233	Selected Granular Base & Sub Base Materials				
	1. Class "A" Granular Base				
	1. Roadway Class "A"	m ³	1220	\$ 85.00	\$ 103,700.00
	2. Driveway Class "A"	m ³	424	\$ 100.00	\$ 42,400.00
	2. Class "B" Granular Sub-Base	m ³	1830	\$ 85.00	\$ 155,550.00
02250	Calcium Chloride				
	1. Calcium Chloride	tonne	4	\$ 2,000.00	\$ 8,000.00
02528	Curbs, Gutters and Sidewalks				
	1. Supply & Place Granular Base	m ³	650	\$ 90.00	\$ 58,500.00
	2. Concrete Walks (1.5m Wide), (125mm Thickness)	m	40	\$ 220.00	\$ 8,800.00
	3. Combined Curb & Sidewalk (1.5m Wide), (125mm Thickness)	m	1370	\$ 220.00	\$ 301,400.00
	5. Curb & Gutter	m	1080	\$ 180.00	\$ 194,400.00
02552	Hot Mix Asphaltic Concrete				
	1. Asphaltic Concrete				
	2. Surface Course	tonne	1470	\$ 220.00	\$ 323,400.00
02574	Reshaping & Patching Asphalt Pavement				
	1. Removal of Asphalt Pavement	m ²	2525	\$ 10.00	\$ 25,250.00
	2. Patching of Asphalt Pavement	m ²	2525	\$ 90.00	\$ 227,250.00
	5. Cutting of Asphalt Pavement	m	880	\$ 15.00	\$ 13,200.00
02575	Cold Planing				
	1. Cold Planing - 75mm thickness	m ²	12200	\$ 8.00	\$ 97,600.00
02601	Maintenance Holes, Catch Basins & Ditch Inlets				
	1. Supply & Placement of Pre-Cas Maintenance Holes, Depth (Including Cover)				
	1. Sanitary Maintenance Holes (Including Benching, Gaskets and Boot Connectors)				
	1. 2m or less	Each	2	\$ 4,500.00	\$ 9,000.00

Schedule "A" - Quantities and Prices (Class D Estimate)					24-Jun-26
Town of Grand Falls-Windsor - Project: Greater Lincoln Road Area					
ITEM #	DESCRIPTION	UNIT	Estimated Quantity	UNIT PRICE	AMOUNT
	2. >2m to 2.5m	Each	9	\$ 5,500.00	\$ 49,500.00
	3. >2.5m to 3m	Each	0	\$ 6,500.00	\$ -
	4. >3m to 3.5m	Each	0	\$ 7,500.00	\$ -
	1. Storm Maintenance Holes (Including Benching or Sump)				
	1. 2m or less	Each	0	\$ 4,200.00	\$ -
	2. >2m to 2.5m	Each	13	\$ 5,000.00	\$ 65,000.00
	3. >2.5m to 3m	Each	2	\$ 6,000.00	\$ 12,000.00
	4. >3m to 3.5m	Each	1	\$ 7,000.00	\$ 7,000.00
	5. >3.5m to 4m	Each	1	\$ 8,000.00	\$ 8,000.00
	6. Catch Basins (Including Cover)	Each	10	\$ 4,500.00	\$ 45,000.00
02702	Sewer Mains				
	1. Supply & Placement of Sanitary Sewer				
	1. Main Line				
	1. 150mm PVC SDR35	m	0	\$ 100.00	\$ -
	2. 200mm PVC SDR35	m	460	\$ 135.00	\$ 62,100.00
	3. 300mm PVC SDR35	m	160	\$ 200.00	\$ 32,000.00
	4. 450mm PVC SDR35	m	0	\$ 300.00	\$ -
	2. Service Line				
	1. 100mm PVC SDR28	m	450	\$ 75.00	\$ 33,750.00
	2. Long Radius Bends	Each	0	\$ 80.00	\$ -
	2. Supply & Placement of Storm Sewer				
	1. 300mm HDPE Minimum Stiffness 320 KPa	m	120	\$ 120.00	\$ 14,400.00
	2. 375mm HDPE Minimum Stiffness 320 Kpa	m	250	\$ 160.00	\$ 40,000.00
	3. 450mm HDPE Minimum Stiffness 320 KPa	m	270	\$ 230.00	\$ 62,100.00
	4. 525mm HDPE Minimum Stiffness 320 KPa	m	0	\$ 350.00	\$ -
	5. 600mm HDPE Minimum Stiffness 320 KPa	m	0	\$ 450.00	\$ -
	6. 750mm HDPE Minimum Stiffness 320 KPa	m	345	\$ 650.00	\$ 224,250.00
	3. Supply & Install Tees				
	1. PVC Service Tees c/w long radius bend (100mm x All Sizes)	Each	30	\$ 325.00	\$ 9,750.00
	6. CCTV Camera Inspection Services				
	1. CCTV Camera of Inspection Services for Newly Installed Pipe	m	660	\$ 40.00	\$ 26,400.00
	2. Preliminary CCTV Inspection (V1)	m	653	\$ 17.50	\$ 11,427.50
	3. Pre-Lining CCTV Inspection (V2)	m	653	\$ 42.00	\$ 27,426.00
	4. Post-Lining CCTV (V3)	m	653	\$ 9.00	\$ 5,877.00
	5. Warranty CCTV Inspection (V4)	m	653	\$ 18.00	\$ 11,754.00
	7. Break Into & Connect to Existing Maintenance Holes	Each	0	\$ 1,000.00	\$ -
	8. Locate & Connect to Existing Sewer Mains	Each	6	\$ 1,000.00	\$ 6,000.00
	10. Locate & Connect to Existing Sewer Services	Each	30	\$ 700.00	\$ 21,000.00
	11. CIPP Liner Installation				
	1. 100mm Diameter Pipe	m	0	\$ 480.00	\$ -
	2. 150mm Diameter Pipe	m	525	\$ 390.00	\$ 204,750.00
	3. 200mm Diameter Pipe	m	0	\$ 450.00	\$ -
	4. 250mm Diameter Pipe	m	0	\$ 1,500.00	\$ -
	5. 300mm Diameter Pipe	m	235	\$ 1,500.00	\$ 352,500.00
	6. 450mm Diameter Pipe	m	0	\$ 1,170.00	\$ -
	12. CIPP Related Items				
	1. Service Lateral Reinstatement	Each	58	\$ 1,500.00	\$ 87,000.00
	2. Cutting/Grinding of Protruding Service Connections (10%)	Each	5.8	\$ 1,200.00	\$ 6,960.00
	3. Void Filling Cash Allowance	Allow.		\$ 10,000.00	\$ 10,000.00

Schedule "A" - Quantities and Prices (Class D Estimate)					24-Jun-26
Town of Grand Falls-Windsor - Project: Greater Lincoln Road Area					
ITEM #	DESCRIPTION	UNIT	Estimated Quantity	UNIT PRICE	AMOUNT
02713	Water Mains				
	1. Supply & Installation of Water Main				
	1. 150mm Ductile Iron, Class 350, Including V-Bio	m	540	\$ 300.00	\$ 162,000.00
	2. 200mm Ductile Iron, Class 350, Including V-Bio	m	800	\$ 400.00	\$ 320,000.00
	3. 300mm Ductile Iron, Class 350, Including V-Bio	m	0	\$ 500.00	\$ -
	2. Supply & Installation of Service Connections				
	1. 19mm Municipex or Equivalent, Including Tracing Wire	m	1980	\$ 65.00	\$ 128,700.00
	3. Supply & Installation of Fire Hydrants	Each	5	\$ 7,500.00	\$ 37,500.00
	4. Supply & Installtion of Fitting				
	2. Crosses				
	1. 200mm x 150mm x 200mm x 150mm DI	Each	0	\$ 1,500.00	\$ -
	2. 200mm x 200mm x 200mm x 200mm DI	Each	0	\$ 1,500.00	\$ -
	3. Reducers				
	1. 150mm to 100mm DI	Each	0	\$ 200.00	\$ -
	2. 200mm to 150mm DI	Each	0	\$ 250.00	\$ -
	3. 300mm to 200mm DI	Each	0	\$ 350.00	\$ -
	4. End Caps/Plugs				
	1. 100mm DI	Each	0	\$ 100.00	\$ -
	2. 150mm DI	Each	3	\$ 150.00	\$ 450.00
	3. 200mm DI	Each	2	\$ 200.00	\$ 400.00
	4. 300mm DI	Each	0	\$ 250.00	\$ -
	5. Bends				
	1. 150mm x 11.25° DI	Each	1	\$ 250.00	\$ 250.00
	2. 150mm x 22.5° DI	Each	2	\$ 250.00	\$ 500.00
	3. 150mm x 45° DI	Each	0	\$ 250.00	\$ -
	4. 150mm x 90° DI	Each	0	\$ 250.00	\$ -
	5. 200mm x 11.25° DI	Each	0	\$ 320.00	\$ -
	6. 200mm x 22.5° DI	Each	6	\$ 320.00	\$ 1,920.00
	7. 200mm x 45° DI	Each	2	\$ 320.00	\$ 640.00
	8. 200mm x 90° DI	Each	1	\$ 320.00	\$ 320.00
	9. 300mm x 11.25° DI	Each	0	\$ 450.00	\$ -
	10. 300mm x 22.5° DI	Each	0	\$ 450.00	\$ -
	11. 300mm x 45° DI	Each	0	\$ 450.00	\$ -
	12. 300mm x 90° DI	Each	0	\$ 450.00	\$ -
	6. Tees				
	1. 150mm x 150mm DI	Each	4	\$ 500.00	\$ 2,000.00
	2. 150mm x 200mm DI	Each	7	\$ 700.00	\$ 4,900.00
	3. 200mm x 200mm DI	Each	1	\$ 900.00	\$ 900.00
	4. 200mm x 300mm DI	Each	1	\$ 1,200.00	\$ 1,200.00
	5. 300mm x 300mm DI	Each	0	\$ 1,500.00	\$ -
	7. Corporation Stops (Direct Tap)				
	1. 19mm Corp c/w Trace Wire Connector	Each	80	\$ 320.00	\$ 25,600.00
	9. Curb Stops & Boxes				
	1. 19mm Curb Stop c/w Trace Wire Connectors	Each	80	\$ 350.00	\$ 28,000.00
	10. Sleeve-type Couplings				
	1. 150mm	Each	1	\$ 250.00	\$ 250.00
	2. 200mm	Each	1	\$ 320.00	\$ 320.00
	3. 300mm	Each	0	\$ 400.00	\$ -

Schedule "A" - Quantities and Prices (Class D Estimate)					24-Jun-26
Town of Grand Falls-Windsor - Project: Greater Lincoln Road Area					
ITEM #	DESCRIPTION	UNIT	Estimated Quantity	UNIT PRICE	AMOUNT
	8. Supply & Install Valves Including Valve Boxes				
	1. 150mm Gate Valve	Each	16	\$ 2,500.00	\$ 40,000.00
	2. 200mm Gate Valve	Each	18	\$ 3,600.00	\$ 64,800.00
	3. 300mm Gate Valve	Each	0	\$ 5,600.00	\$ -
	10. Supply & Install Joint Restraints				
	1. 150mm	Each	62	\$ 160.00	\$ 9,920.00
	2. 200mm	Each	77	\$ 200.00	\$ 15,400.00
	3. 300mm	Each	2	\$ 350.00	\$ 700.00
	14. Swabbing of Waterlines				
	1. 150mm	m	540	\$ 10.00	\$ 5,400.00
	2. 200mm	m	800	\$ 10.00	\$ 8,000.00
	3. 300mm	m	0	\$ 10.00	\$ -
	15. Locating Existing System				
	1. Water Main	Each	3	\$ 1,200.00	\$ 3,600.00
	2. Water Service	Each	80	\$ 800.00	\$ 64,000.00
	16. Connecting to Existing System				
	1. Water Main	Each	2	\$ 1,000.00	\$ 2,000.00
	2. Water Service	Each	80	\$ 500.00	\$ 40,000.00
				Sub Total	\$ 6,113,034.50
				Contingency (10%)	\$ 611,303.45
				Eng.(4%)	\$ 244,521.38
				H.S.T.	\$ 1,045,328.90
				Total	\$ 8,014,188.23

APPENDIX B





(Poplar Road - Overview Plan)

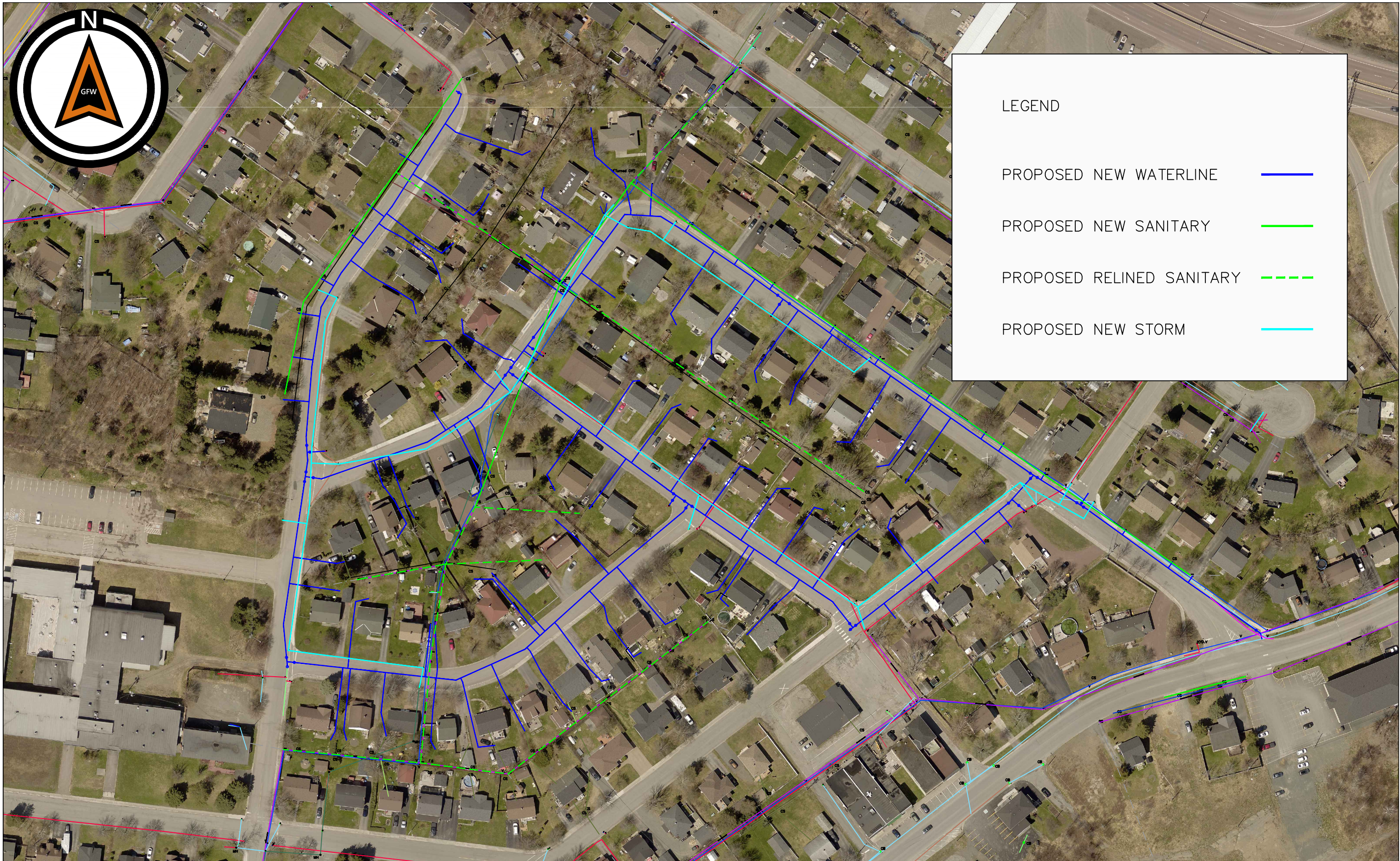
Existing Conditions





LEGEND

PROPOSED NEW WATERLINE	
PROPOSED NEW SANITARY	
PROPOSED RELINED SANITARY	
PROPOSED NEW STORM	



APPENDIX C

(Blank PCA)

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND PRIME CONSULTANT

Insert Ultimate Recipient Name
Insert Project Name

Sample

Consultant: *Enter Consultant Name*

TI Project No.: *Enter TI Project No.*

Funding Program: *Enter Funding Program Name*

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Sample

AGREEMENT

THIS AGREEMENT made at *Enter Name of municipality/LSD/ICG/etc.* in the Province of Newfoundland and Labrador, on this _____ day of _____, 20____.

BETWEEN:

Enter Legal Name of the Ultimate Recipient
("The Client")

AND:

Enter Legal Name of the Consultant
("The Prime Consultant")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

I. Definitions

In addition to the terms defined in the Special Terms and Conditions attached as Schedule "B", (if any), and the General Terms and Conditions attached as Schedule "C", the following words and phrases shall have the following meanings:

- a) "Contract Documents" shall mean and include:
 - i. This head agreement (the "Head Agreement");
 - ii. The Scope of Work attached as Schedule "A";
 - iii. The Special Terms and Conditions attached as Schedule "B";
 - iv. The General Terms and Conditions attached as Schedule "C";
 - v. Protocols for Security of Government Information on Information Technology assets of Contractors attached as Schedule "D"; and
 - vi. Access to Information outline attached as Schedule "E".

- b) "Representatives" mean directors, officers, employees, consultants, sub-consultants agents, advisors or partners.

II. The Prime Consultant's Work

The Prime Consultant shall do all things necessary to fulfill and carry out all of the obligations of the Prime Consultant as set out in the Contract Documents (the "Work").

III. Entire Agreement

It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the “Agreement”). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations or modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

IV. Representations and Warranties

The Prime Consultant hereby represents and warrants that every fact stated or represented by the Prime Consultant or its Representatives to the Client in connection with any proposal made by the Prime Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

V. Conflict Between Provisions

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

VI. Start and Completion Date

The Prime Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

Start Date: *Select Start Date*

Completion Date: Fourteen (14) Months after Issuance of Certificate of Substantial Performance.

VII. Effective Date

The effective date of this Agreement shall be the earlier of the start date referred to in Clause VI or the date on the first page of this Head Agreement.

VIII. Paragraph Numbering

In the event that the General Terms and Conditions are modified by the Special Terms and Conditions, the numbering references in the General Terms and Conditions shall remain unchanged.

IX. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until

all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

Enter the Ultimate Recipient

_____ Signing Officer	_____ Witness or Signing Officer
_____ Date	_____ Date

Enter the Consultant

_____ Signing Officer	_____ Witness or Signing Officer
_____ Date	_____ Date

Sample

SCHEDULE "A"

**SCOPE OF WORK
BETWEEN PRIME CONSULTANT AND CLIENT**

INDEX

Part 1	DEFINITIONS.....	6
Part 2	RESPONSIBILITIES	7
Part 3	GENERAL REQUIREMENTS.....	9
Part 4	BASIS OF PAYMENT SCHEDULE.....	11

Schedule I	Project Description
Schedule II	Basic and Other Additional Services Fees
Schedule III	Additional Reimbursement Expenses
Schedule IV	Project Schedule
Schedule V	Other General Requirements

Sample

1. PART 1 DEFINITIONS

- 1) Additional Services: means Consulting Services provided that are additional to the Basic Services as set out in Schedules I and II.
- 2) Authorities Having Jurisdiction (AHJ): means a person or persons representing these agencies that have authority to provide plan approvals and permits for the purpose of constructing the project.
- 3) Basic Services: means Consulting Services as outlined in the scope of work defined in Schedules I and II.
- 4) Construction Budget Forecast: means the Client's estimated Construction Cost including contingencies for cost increases and taxes (HST).
- 5) Construction Cost: means the contract price(s) of all elements of the project designed or specified by or on behalf of the Prime Consultant including, all applicable taxes. Where there is no contract price for all or part of the project, the Construction Cost shall be the elemental cost analysis using market rates at the estimated time of construction as determined by the Prime Consultant and agreed by the Client. The Construction Cost does not include professional fees, or land acquisition costs.
- 6) Contingency Allowance: means the project contingency maintained for unforeseen expenses or cost overruns on capital works projects, as outlined in the Capital Works Cost Contingency Allowance Policy, available on the TI website.
- 7) Contract: means an agreement between the Client and the Contractor for the provision of labour, materials and equipment for the construction of the project or part of the project by a Contractor.
- 8) Contractor: means a person, firm, or corporation contracting with the Client to provide labour, materials and equipment for the construction of the Project or part of the Project.
- 9) Cost Control Services: means a service to advise and monitor on Project Budget Forecast and Construction Budget Forecasts.
- 10) Master Specification: means Municipal Water, Sewer and Road Specification (a manual developed by the Municipal Infrastructure Division) or Master Specification Guide for Publicly Funded Buildings (a specification developed and prepared for the purpose of presenting standards, guidelines, instructions and specifications to use in the delivery of publicly funded projects), both developed by the Department of Transportation and Infrastructure. Unless otherwise agreed between the parties, the version published on the date of the contract shall be the version applicable to the contract.
- 11) Partial Services: means Reduced Basic Services as negotiated by the Client with the Prime Consultant.

- 12) Program Advisory Services: means Consulting Services provided by the Prime Consultant prior to start of Basic Services.
- 13) Project Budget Forecast: means the Client's estimated total expenditure for the project. It includes the construction budget forecast and all other costs to the Client for the project such as, but not limited to, professional fees, contingencies, taxes (HST) and acquisition costs.
- 14) Sub-Consultant: means Registered Professional Engineer, Architect or other specialist engaged by the Prime Consultant in connection with the project.
- 15) Substantial Performance: means a contract has been deemed to be substantially performed, per the Substantial Performance criteria outlined in the General Conditions of the construction contract.
- 16) Total Performance: means when the entire work has been performed to the requirements of the construction Contract Documents and is so certified by the Prime Consultant.

2. PART 2 RESPONSIBILITIES

1) PRIME CONSULTANT

- a) The Prime Consultant's services consist of Program Advisory Services, Basic Services and Additional Services which may be required to perform the Work as outlined in Schedules I, II and III.
- b) The Prime Consultant's services as provided for under and pursuant to this Agreement at and during all phases of the Work shall encompass coordination of all disciplines, quality assurance and documentation control to integrate all services and Sub-Consultant's work. The Prime Consultant shall prepare and submit contract documents in accordance with the Client's requirements, as outlined in Schedules I and IV.
- c) During the tendering and contract award phase, the Prime Consultant may advise and assist the Client in obtaining bids and awarding construction contracts. The Department of Transportation and Infrastructure's tendering and contract procedures and administrative practices will be followed in the performance of this phase.
- d) The Client may require the Prime Consultant to provide construction administration services. When required the Prime Consultant's service shall be based upon the scope of work as outlined in Schedule I of this agreement, as agreed between the Client and the Prime Consultant.
- e) The project completion phase represents the portion of the Basic Services to be provided at the commencement of substantial completion until expiry of the one year Project warranty period. This service includes the provision of record drawings and advice concerning issues arising during this period.

- f) The Prime Consultant should be aware of its responsibilities under the Occupational Health and Safety Act & Regulations. Notwithstanding any obligation imposed by the Occupational Health and Safety Act & Regulations, the Prime Consultant shall:
 - i) Verify, prior to issuing approval to proceed with the work, that a contractor(s) has a safe work policy and that a site specific health and safety risk assessment & management plan is in place for the project.
 - ii) Ensure that key onsite personnel under the employ of the Prime Consultant have a reasonable understanding of industry accepted construction practices, including the Occupational Health and Safety Act & Regulations pertaining to the type of work being undertaken, and any Site Specific Safety Plans developed.
 - iii) Through regular project progress meetings obtain copies of contractor documented safety plan activities at the site, including but not necessarily limited to reporting of events/incidents, minutes of toolbox meetings, and any required actions to be taken as a result of these activities.
 - iv) Identify unsafe work conditions to the contractor, Client, and the Department of Transportation and Infrastructure, that on site personnel may become aware of, and if necessary report same to the Occupational Health & Safety regulators.
- g) Cost Control Services are included under the scope of Basic Services to be provided by the Prime Consultant.
- h) The following schedules apply:
 - i) Schedule I - Project Description
 - ii) Schedule II - Basic and Other Additional Services Fees
 - iii) Schedule III - Additional Reimbursable Allowances
 - iv) Schedule IV - Project Schedule
 - v) Schedule V - Other General Requirements

2) CLIENT'S RESPONSIBILITIES

- a) The Client shall give due consideration to documentation submitted by the Prime Consultant and, whenever action is necessary, the Client shall inform the Prime Consultant of the Client's decisions, in a reasonable and timely manner.
- b) The Client shall authorize persons to act on behalf of the Client with respect to delivery and administration of the project.
- c) If the Client observes or otherwise becomes aware of any fault or defect in the project or any nonconformity with the requirements of the Contract, the Prime Consultant shall be so notified in writing.
- d) The Client may provide information regarding the project including: a program, which

shall set forth the Client's spatial and functional requirements and relationships. The Prime Consultant is responsible for requesting or providing information that is required to prepare the design and contract documents.

- e) The Client will provide the Prime Consultant with a Project Budget Forecast.
- f) The Client shall reimburse the Prime Consultant for procuring information which the Prime Consultant requires for the provision of services necessary to carry out the preparation of design and/or contract documentation when the information is not available upon request from the Client such as site surveys, and hazardous material surveys.
- g) When the Client supplies the Prime Consultant with information contained within reports or equipment data sheets, the Prime Consultant will not be required to exhaustively check information supplied by the Client to verify the same unless it is requested to do so by the Client. However, if the Prime Consultant observes, or otherwise becomes aware, of any fault or defect in the information supplied to it by the Client, the Prime Consultant shall cause the Client to be notified in writing of any such fault or defect forthwith.
- h) Where the Prime Consultant has been authorized by the Client to procure or obtain information, the Prime Consultant shall be responsible in seeing that the information provided meets the needs of the Sub-Consultant(s) performing the work under the direction of the Prime Consultant.
- i) The Client will reimburse the Prime Consultant for other specialist consultants that may be required to carry out quality control services during the project, subject to prior approval of scope of the work and an agreement on the fee or fees payable for the same by the Client.

3. PART 3 GENERAL REQUIREMENTS

1) STAFF

- a) The Prime Consultant will provide the Client with a list of its employees and those of its Sub-Consultants who will be assigned to the project. The list will include the classification of each employee and the hourly rate to be charged for additional services rendered. The Prime Consultant will obtain written prior approval of Client for any replacement of employees, changes in the numbers of employees or changes to rates of employees assigned to the project.

2) SCHEDULE

- a) The Prime Consultant has developed and submitted a time schedule for the performance of consultant services on the project (which Schedule has been approved by the Client and is appended as Schedule IV hereto.)
- b) Unless otherwise agreed to between the parties, the failure by a party to comply with the approved schedule for those aspects of the Work that a party is responsible for

may be sufficient cause for the other party to terminate this Agreement, if that failure is not rectified within seven (7) days after the defaulting party is given notice of its default.

- c) If either party believes that a change in the approved schedule is necessary the party requesting that change shall promptly give notice of that fact to the other party in writing, provide the other party with a revised schedule and the reason(s) why the change is requested for its consideration and request its written approval of the same. Should that approval be forthcoming the revised schedule will become the approved schedule for the project.

3) COST CONTROL

- a) The Prime Consultant shall provide Cost Control and Reporting Services to the Client in accordance with the requirements of the Department of Transportation and Infrastructure for project milestones and monthly project status reports.
- b) If at any time the Prime Consultant considers its estimates indicate costs which exceed the Project or Construction Budget Forecast, the Prime Consultant will immediately advise the Client. If the excess is due to, discretionary design elements under the control of or reasonably foreseeable by the Prime Consultant, or the negligence or default of the Prime Consultant in the performance of this Agreement, the Client may require the Prime Consultant to redesign the project at the Prime Consultant's expense to bring the cost estimate within the approved Project Budget Forecast.
- c) If the preferred bidder's tender for the project for which the Prime Consultant has prepared and provided the design(s) and provided cost pricing and control services exceeds the Construction Budget Forecast as a result of the negligence or default of the Prime Consultant under this Agreement or is for reasons related to discretionary design elements which are under the Prime Consultant's control or which the Prime Consultant should have reasonably foreseen and could have guarded against, then the Prime Consultant, at no additional cost to the Client, shall redesign to bring the cost within the Construction Budget Forecast and retender.

4) CHANGES AND ADJUSTMENT

- a) Changes and adjustment to the fees payable under this Agreement will be only considered if there is a material change in the level of services agreed to be provided or in the scope of the Project, or there is a material delay in the performance of the work required under the Contract.
- b) The amounts due to the Prime Consultant arising from a material change to the Agreement will be determined by a negotiated fixed amount, or failing such negotiation, the actual cost as determined by level of effort incurred times the agreed hourly rate, plus receipted expenses.
- c) Any increases in the fees payable caused by a material change or other changes shall be communicated by the Prime Consultant in writing to the Client prior to

incurring such costs to permit the Client to mitigate the amount of increased costs.

5) ERRORS AND OMISSIONS

- a) Any costs resulting from design errors on the part of the Prime Consultant, Sub-Consultants chosen by the Prime Consultant, or agents, or employees of the Prime Consultant or of any Sub-Consultant chosen by the Prime Consultant will be the responsibility of the Prime Consultant to remedy. However, where the Client and not the Prime Consultant chooses a Sub-Consultant to do hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work, the Prime Consultant shall not be held responsible for design errors attributed to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, or construction testing services, done by Sub-Consultants chosen by the Client, unless those design errors are directly caused by the Prime Consultant. In the case of Sub-Consultants chosen by the Client, the Client and not the Prime Consultant shall be responsible to take such steps as the Client deems to be appropriate, to ensure that any Sub-Consultant chosen by the Client has appropriate and adequate policies of insurance that are acceptable to the Client in place to cover design errors attributable to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work done by any such Sub-Consultant.
- b) Any costs resulting from errors in design or omissions may be paid by the Client providing the cost of such design omissions does not entail removing material or equipment that has already been constructed in accordance with the plans and specifications. The cost of the original material and equipment, as indicated on the plans and specifications, and the labour to remove such will be the responsibility of the Prime Consultant.

6) PRIME CONSULTANT ACTIONS AND DECISIONS

- a) The Prime Consultant acknowledges that adequate discussion has taken place regarding the Work with the Client and that the Prime Consultant has access to sufficient information to undertake the services contracted for within the Project Budget.
- b) The Prime Consultant and the Client agrees to act promptly and diligently on all matters within their respective direction and control requiring an action or decision affecting the design, construction or administration of the project.
- c) Only express approval by the Client shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant. No acceptance or approval by the Client that is implied shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant.
- d) If the Prime Consultant does not promptly and diligently comply with or fails to meet

the requirements of the Client, the Client may without prejudice to any other right or remedy the Client may have by giving the Prime Consultant written notice, and without prejudice to the Client's rights at law or elsewhere in this Agreement, take all such action deemed necessary for the prompt and economical completion of the project, and/or terminate the contract.

7) INSURANCE COVERAGE

- a) The Prime Consultant shall supply written proof of:
 - i) Professional liability insurance coverage
 - (1) equal or greater than \$250,000 per claim, \$500,000 in aggregate for projects under \$2 million construction value or
 - (2) \$500,000 per claim, \$1,000,000 aggregate for projects over \$2 million.
 - (3) The Prime Consultant shall be fully responsible for all amounts deducted from this value by the Prime Consultant's Insurer. This Insurance shall remain in effect until the expiry of the general contractor's one year warranty on the project.
 - ii) Commercial liability insurance acceptable to the Client with a minimum limit of \$1,000,000.
 - iii) The Insurer shall be an insurance company licensed to do business in the Province of Newfoundland & Labrador.

4. PART 4 BASIS OF PAYMENT SCHEDULE

- 1) The Client will pay for Program Advisory Services on the basis of an agreed fixed fee or at agreed per diem rates on the basis of approved level of effort.
- 2) The Client will pay for all other services at an agreed fixed fee on the basis of approved level of effort. The Client's Project Budget Forecast will be made available to the Prime Consultant to assist in the evaluation of the level of effort required.
- 3) The fee for Basic Services and Additional Services will be apportioned to the phases of service as outlined in Schedule II - "Basic Services and Other Additional Services' Fees".
- 4) The fee for Basic Services will also include the management and co-ordination by the Prime Consultant and specialist consulting services as may be requested by the Client. Compensation for specialist or other consulting services will be on the basis of an agreed fixed fee for the level of effort required.
- 5) The Client will pay for resident services during construction, when requested, based on an agreed rate. The rate is to include all payroll costs, up to the maximum number of resident services hours, supported by Form 14 and Form 18, as found in the Master Specification section of the Department of Transportation and Infrastructure's website. For resident inspection hours that are anticipated to exceed the signed PCA amount, prior approval must be given by the Department of Transportation and Infrastructure.
- 6) The Client will pay for construction management services, when requested, on the basis

of the level of effort required during project implementation based on an agreed fixed fee.

- 7) The Client will pay for commissioning services on the basis of an agreed fixed fee. The fee amount shall include level of effort; associated with the preparation of documents and site visits to carry out commissioning activities, as outlined in Schedule I and detailed in the project specification and contract documents.
- 8) The Client will pay for the reimbursement of the Prime Consultant's expenses associated with the project at cost as per Schedule "C" and substantiated by invoices. Meals, private vehicle usage, private lodgings and other incidental expenses are to be paid on the basis of Government Basic Rates. These rates are HST inclusive and are determined as of the date the expenses are incurred.
- 9) The Client will pay for Additional Reimbursable Allowances as provided for in Schedule III - "Additional Reimbursable Allowances". These allowances require supporting documents to be provided for payment.

Sample

SCHEDULE I
PROJECT DESCRIPTION

Project Description:

*Enter Project Description from project documents, or use the following template:
Project consists of __ (describe the project) _____ in the town of __ (indicate the town/LSD/ICG/etc.) _____. The scope of the project includes __ (describe the scope of the project) _____. The project aims to __ (describe what the project aims to achieve when complete) _____.*

Scope of Work:

The Scope of Work for this project is found:

- In the attached Consultant Fee Request or Request for Proposals Issued, and
- In the attached Fee Proposal or RFP Response.

Deliverables:

Deliverables include, but are not limited to those outlined in

- In the attached Consultant Fee Request or Request for Proposals Issued, and
- In the attached Fee Proposal or RFP Response.

Deliverables will also include:

- Submission of completed Site Specific Safety Plan,
- Form 14 – Daily Contract Time Control Sheet - completed forms submitted monthly during construction phase, and
- Form 18 – Daily Site Report - completed forms submitted monthly during construction phase.

SCHEDULE II
(Water, Sewer, and Municipal Roads)
BASIC AND OTHER ADDITIONAL SERVICES FEES

	<u>BASIC SERVICES</u>		
	Preliminary Engineering		\$ Enter Value.
	Design Development		\$ Enter Value.
	Contract Documents		\$ Enter Value.
	Tendering and Contracts Award		\$ Enter Value.
	Contract Administration		\$ Enter Value.
	Project Completion Phase and Project Record Drawings		\$ Enter Value.
			\$ Enter Value.
	<u>Other:</u>		\$ Enter Value.
	Resident Services during Construction		\$ Enter Value.
	Commissioning		\$ Enter Value.
	Prime Consultant Project Expenses for Above Services		\$ Enter Value.
			\$ Enter Value.
			\$ Enter Value.
			\$ Enter Value.
A	SUB-TOTAL SERVICE FEES		\$ Enter Value.
	<u>REIMBURSABLE EXPENSES</u>		
	Meals*		\$ Enter Value
	Travel*		\$ Enter Value
	Accommodation*		\$ Enter Value
	Permits (enter list of permits.)		\$ Enter Value
B	SUB-TOTAL REIMBURSEABLE EXPENSES		\$ Enter Value.
C	TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES	From Schedule III	\$ Enter Value.
D	TOTAL SERVICE FEE (Less HST)	(A+B+C)	\$ Enter Value.
E	TOTAL HST	15% D	\$ Enter Value.
F	TOTAL SERVICE FEE (Including HST)	D+E	\$ Enter Value.

* per Treasury Board Rates at time of signing contract

SCHEDULE III

(Water, Sewer, and Municipal Roads)

ADDITIONAL REIMBURSABLE ALLOWANCES

List below allowances for specific project expenses not included in Schedule II.

	Additional Reimbursable Allowances	
	Site Surveys (Include in Level of Effort unless 3 rd party include here)	\$ Enter Value.
	Geotechnical Investigations	\$ Enter Value.
	Materials Testing	\$ Enter Value.
	Asphalt Extractions	\$ Enter Value.
	Concrete Testing	\$ Enter Value.
	Compaction Testing	\$ Enter Value.
	Water Main Leakage Detection	\$ Enter Value.
	Sewer Main Infiltration Detection	\$ Enter Value.
		\$ Enter Value.
		\$ Enter Value.
		\$ Enter Value.
		\$ Enter Value.
		\$ Enter Value.
		\$ Enter Value.
C	TOTAL (Transfer to Schedule II)	\$ Enter Value.

Sample

**SCHEDULE IV
PROJECT SCHEDULE**

Task / Milestone	Schedule
PCA Signature Date	As of the date of last signature in this document.
Project Kickoff Meeting	Within # Week(s) of PCA signature
Site Investigations	# Week(s) after Kickoff
Permit Application	# Week(s) after Site Investigation
Issued for Review Document Package	# Week(s) after Permit Application
Issued for Tender Document Package	# Week(s) after Issued for Review Document Package
Tender Date	# Week(s) after Issued for Tender Document Package
Tender Close	# Week(s) after Tender Date
Contract Award	# Week(s) after Tender Close
Construction Start Date	# Week(s) after Contract Award
Substantial Performance Date	# Week(s) after Construction Start Date
Construction End Date	# Week(s) after Substantial Performance Date
Ten Month Warranty Inspection	10 Months after Issuance of Substantial Performance Certificate
Project Completion Date	4 Months after Warranty Inspection

NOTE: The Owner has received cost shared funding for this project, and is subject to the following timelines for project execution:

- All Contracts to be awarded – *Select Date* (per funding letter)
- Project Completion and Final Invoice submission to TI – *Select Date* (per funding letter)

Prime Consultants must be aware of these dates, as slippage in the project delivery timelines can have serious implications on cost shared funding.

SCHEDULE V
OTHER GENERAL REQUIREMENTS

The following items form an integral part of this contract:

- Professional and Commercial Liability Insurance Certificates
- *Select Procurement Scope of Work or Terms of Reference - Enter title of Project*
- *Enter Name of the Consultant - Select Procurement Scope of Work or Terms of Reference*

Sample

SCHEDULE "B"
SPECIAL TERMS AND CONDITIONS (as necessary)

All Special Terms and Conditions must be reviewed by both the Department of Transportation and Infrastructure, and Department of Justice and Public Safety, Government of Newfoundland and Labrador.

No Special Terms and Conditions

Sample

SCHEDULE "C"
GENERAL TERMS AND CONDITIONS

Article - 1. PAYMENT

1.1 Consideration

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with the Payment Outline below.

Payment Outline

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, in accordance with **Schedule II**.

1.2 Reimbursement of Expenses

It is agreed and understood that reimbursements for the Prime Consultant's expenses pursuant to this Agreement shall be made in accordance with the Reimbursement Outline below.

Reimbursement Outline

The Client shall only be responsible for the following reimbursable expenses, payable at cost, provided the Prime Consultant can demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement. This amount is estimated as included in Schedule II on the line entitled "Prime Consultant Project Expenses for Above Services"

- (i) Meals, Travel, and Lodging
- (ii) Any Claims against cash allowance requires itemized receipts.

All claims submitted for reimbursable expenses in accordance with this Article 1.2 shall be reimbursed at rates not to exceed those established by Government of Newfoundland and Labrador - Treasury Board pursuant to the guidelines and policies of the Client even if such rates are lower than the actual costs incurred by the Prime Consultant.

1.3 Payment General

- (a) The Parties agree and confirm that total amounts payable for the Work shall not exceed the monetary ceiling indicated in Schedule II.
- (b) The Prime Consultant shall remain obligated to complete the Work

notwithstanding that the actual costs of the Prime Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).

- (c) The Parties agree and confirm that as set out in section 25(6) of the Financial Administration Act, RSNL 1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.
- (d) Payment will be made within 60 calendar days of receipt of a properly documented invoice. The Client shall within thirty (30) days of the execution of this Agreement should the Prime Consultant request the same provide direction to the Prime Consultant as to what constitutes a properly documented invoice.
- (e) All invoices shall clearly show the amount of HST billed by the Prime Consultant as a separate item.
- (f) The Prime Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Prime Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Prime Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.
- (g) The Client shall not be responsible to pay any amounts invoiced by the Prime Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Prime Consultant is responsible.
- (h) The Prime Consultant shall submit invoices to the Client on a monthly basis:

Enter Ultimate Recipient
Enter Ultimate Recipient Civil Address
Enter Ultimate Recipient Location, NL, AOA OAO

Article - 2. INFORMATION SUPPLIED BY THE CLIENT

- 2.1 The Client will furnish to the Prime Consultant all available information necessary for the performance of the Work. The Client makes no guarantee either expressed or implied as to the accuracy of the information supplied. The Prime Consultant shall review the information for accuracy and applicability.
- 2.2 Where discrepancies, omissions or obscurities in the information are evident, the Prime Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article - 3. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

3.1 For the purposes of this Article “Confidential Information” means:

- (a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;
- (b) all information acquired by the Prime Consultant, the Prime Consultant's employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;
- (c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the services or in any way related thereto;
- (d) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, 2015, SNL 2015 cA-1.2, to mean recorded information about an identifiable individual, including,
 - (i) the individual's name, address or telephone number,
 - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,
 - (iii) the individual's age, sex, sexual orientation, marital status or family status,
 - (iv) an identifying number, symbol or other particular assigned to the individual,
 - (v) the individual's fingerprints, blood type or inheritable characteristics,
 - (vi) information about the individual's health care status or history, including a physical or mental disability,
 - (vii) information about the individual's educational, financial, criminal or employment status or history,
 - (viii) the opinions of a person about the individual, and
 - (ix) the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the Services or in any way related thereto;

- (e) all information that is developed based upon Confidential Information including the work product of the Prime Consultant, the Prime Consultant's

employees, servants and/or agents; and

- (f) Confidential Information shall not include any information which:
- (i) at the time such information was provided to the Prime Consultant was or thereafter became part of the public domain through no act or omission of the Prime Consultant or the Prime Consultant's Representatives; or
 - (ii) is information which the Prime Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Prime Consultant free of obligations of confidentiality to the Client

3.2 The Prime Consultant shall treat all Confidential Information acquired by the Prime Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Prime Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances do not permit the Prime Consultant to provide such notice prior to disclosure, the Prime Consultant shall provide such notice to the Client immediately after the required disclosure.

3.3 The Prime Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

3.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Prime Consultant in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Client and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Prime Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Prime Consultant pursuant to the terms of this Agreement. The Prime Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Prime Consultant, at law or in equity, and that the Prime Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Prime Consultant's possession.

- 3.5 The Prime Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Prime Consultant, the Prime Consultant's employees, servants and/or agents, and shall certify the destruction of same to the Client. However, nothing in this Agreement shall preclude the Prime Consultant's privilege to retain copies of documents provided to it or prepared by it in connection with the Work, provided such documents are kept in a secure manner, are used by the Prime Consultant solely for the purposes of defending itself against claims arising from the Work of the Contract, and that the aforesaid documentation is destroyed or returned to the Client at the end of all limitation periods for commencing any action in connection with the Work or upon the conclusion or settlement with finality of any claim or action with respect to the Work.
- 3.6 The Prime Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Prime Consultant, the Prime Consultant's employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the *Access to Information and Protection of Privacy Act*, 2015, the *Management of Information Act*, SNL 2005, cM-1.01, and the *Privacy Act*, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Prime Consultant's operation. The Prime Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Prime Consultant, and the Prime Consultant's employees, servants and/or agents.
- 3.7 The Prime Consultant shall ensure that it, and the Prime Consultant's employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:
- (a) at a minimum, using the same level of physical and electronic security as the Prime Consultant employs to avoid disclosure or dissemination of the Prime Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of the Prime Consultant's employees, servants or agents other than those who are required to have access to the same to properly perform the services under this Agreement;
 - (b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;
 - (c) ensure all employees, servants and/or agents of the Prime Consultant comply with all policies, standards and safeguards established under this Article;

- (d) advise the Client of any changes in the Prime Consultant's security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and
- (e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "D", unless otherwise advised by the Client, and this includes:
 - (i) complying with all alterations or updates of Schedule "D" as may be provided to the Prime Consultant from time to time; and
 - (ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule "D" and this Article.

3.8 The Prime Consultant shall only disclose Confidential Information to persons other than the Prime Consultant's employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule "D".

3.9 The Prime Consultant shall:

- (a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Prime Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Prime Consultant;
- (b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;
- (c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;
- (d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Information; and
- (e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice and Public Safety website at:
<https://www.gov.nl.ca/atipp/privacyprotection/>

Article - 4. EMPLOYEES OF THE PRIME CONSULTANT

- 4.1** The Prime Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Prime Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Prime Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person concerned was involved and may refuse to approve payment for such Work.
- 4.2** The Prime Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

Article - 5. ACCESS TO FACILITIES

- 5.1** The Client agrees to provide, access to the project site for the Prime Consultant to perform the Work during Client office hours.
- 5.2** When using or accessing the premises of the Client, the Prime Consultant and all officers, employees and agents of the Prime Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

Article - 6. RECORDS AND AUDIT

- 6.1** The Prime Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.
- 6.2** The Prime Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article - 7. TERMINATION

- 7.1** This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and the payment(s), as stipulated in the Agreement, has been issued to the Prime Consultant.
- 7.2** Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.
- 7.3** Where this Agreement is terminated prior to the mutually agreed upon completion

date, the Prime Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Prime Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article - 8. NOTICES

8.1 All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:

Enter Ultimate Recipient Representative Name
Enter Ultimate Recipient
Enter Ultimate Recipient Civil Address
Enter Ultimate Recipient Location, NL, AOA OAO

Phone: (709) ### - ####

Fax: (709) ### - ####

Email: *Enter Ultimate Recipient Representative Email address*

For the Prime Consultant:

Enter Consultant Representative Name
Enter Consultant
Enter Civil Address
Enter City/Town, Province, AOA OAO

Phone: (###) ### - ####

Fax: (###) ### - ####

Email: *Enter Consultant Representative Email address*

8.2 Notices, requests or documents shall be deemed to have been received by the addressee as follows:

- (a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
- (b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and
- (c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

Article - 9. LIABILITY

9.1 The Prime Consultant agrees that in performance of the Work neither the Prime Consultant nor any Prime Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

9.2 The Client shall not be liable for, and the Prime Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the negligence or default of the Prime Consultant under this Agreement, including the negligence or default of any Sub-Consultant chosen by the Prime Consultant. Except to the extent that such losses, costs, charges or expenses as are referenced in this clause are caused by the negligence or default of the Client under this Agreement, the Prime Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Where the Prime Consultant fails to defend such an action, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Prime Consultant.

Article - 10. COMPLIANCE WITH LAW

10.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Prime Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

10.2 The Prime Consultant shall ensure that the Prime Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Prime Consultant or the Prime Consultant's Representatives in the performance of the Work.

Article - 11. ARBITRATION

- 11.1** In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, the parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.
- 11.2** In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either party may give the other notice of such dispute and request third party mediation thereof.
- 11.3** Should the parties not agree to third party mediation or the matter in dispute between the parties not be resolved by mediation, then in the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Articles 11.1 and 11.2), either party may give the other notice of such dispute and request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the *Arbitration Act*, RSNL 1990 cA-14, including such provisions for the appointment of arbitrators.

Article - 12. LAWS GOVERNING

- 12.1** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article - 13. USE OF WORK

- 13.1** The Client shall have the right to use the Work or variations thereof in other operations of the Client.
- 13.2** With respect to 13.1 the Prime Consultant's liability to the Client for and in respect of the Work is solely limited to the project described in this Agreement.

Article - 14. CONFLICT OF INTEREST

- 14.1** No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.
- 14.2** The Prime Consultant and the Prime Consultant's Representatives:

- (a) shall conduct all duties related to this Agreement with impartiality;
- (b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
- (c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
- (d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 15. SUB-CONTRACTORS

- 15.1** The Prime Consultant shall not sub-contract all or a portion of the Work without the prior written approval of the Client which consent will not be unreasonably withheld.
- 15.2** The entry into any sub-contract shall not relieve the Prime Consultant of any of its obligations under the terms of this Agreement.

Article - 16. GENERAL

- 16.1** Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.
- 16.2** Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.
- 16.3** Time shall be of the essence of this Agreement.
- 16.4** The failure of the Client to insist upon or enforce in any instance strict performance by the Prime Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.
- 16.5** If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.
- 16.6** The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or

interpretation of this Agreement.

- 16.7** This Agreement shall ensure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.
- 16.8** The Prime Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.

Sample

SCHEDULE "D"

PROTOCOLS FOR SECURITY OF GOVERNMENT INFORMATION ON INFORMATION TECHNOLOGY ASSETS OF CONTRACTORS

- The Prime Consultant should confirm with the Client and Department of Transportation and Infrastructure whether the Prime Consultant will be required to use information technology resources, including computers, of the Client or the Government of Newfoundland and Labrador in the conduct of the work under the Contract. The following requirements apply where the Prime Consultant will not be using such assets, but will instead have access to confidential information (including personal information) (“Confidential Information”) received from the Client or Government of Newfoundland and Labrador (“Government”) and will be storing, manipulating or accessing that Confidential Information on the Prime Consultant's own information technology resources.
- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/ or store Confidential Information where either the Confidential Information or the device or media is encrypted.
- Unless specifically authorized by the Prime Consultant's Contract or otherwise, the Prime Consultant is not permitted to attach non-government computers or other information technology systems to any Client or Government network.
- The Prime Consultant is expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.
- The Prime Consultant is not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.
- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.
- Where a Prime Consultant will be granted access to the Client or Government computer network during the course of the work, in addition to the requirements noted above, the Prime Consultant shall not:
 - Share personal computer drives or folders on a computer accessing the network;
or

- Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.
- These requirements apply to the Prime Consultant and all employees, servants and/or agents or permitted Sub-Consultants of the Prime Consultant, and it is the responsibility of the Prime Consultant to ensure that all such employees, servants and/or agents or permitted Sub-Consultants are aware of these restrictions and are in compliance herewith.
- For the purposes of Schedule D, routine exchanges of design and construction information between the Client, the Prime Consultant and the Prime Consultant's Sub-Consultants that is of a non confidential nature need not be encrypted.

Sample

SCHEDULE “E”
Access to Information

- The financial value of this contract may be publicly released as part of the award notification process.
- The Prime Consultant agrees that any specific information that may qualify for an exemption from disclosure under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015 has been identified. If no specific information has been identified it is assumed that, in the opinion of the Prime Consultant, there is no specific information that qualifies for an exemption under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015.
- By entering in an Agreement, the Prime Consultant represents and warrants to the Client that the Prime Consultant has complied with applicable Laws, including by obtaining from each person any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Client, and the use, distribution and disclosure of such information as part of any document for the purposes of, or in connection with, this Agreement and the Procurement Process.
- For further clarification on Access to Information and Protection of Privacy disclosure requirements for Public Procurement, see the guidance document from the Office of the Information and Privacy Commissioner at the following link:
<http://www.oipc.ni.ca/pdfs/PublicProcurementActAndATIPPA2015.pdf>

APPENDIX D

(Funding Timelines Letter)

CIRCULAR

To: All Municipalities and Local Service Districts, Inuit Community Governments, Municipal and Community Affairs, Environment Conservation and Climate Change (WRMD), Consultants, MNL, PMA, MHAs

Re: Anticipated Open Call for Applications

Date: June 1, 2026

The Municipal Infrastructure Division (MI) would like to advise communities throughout the province that the next Open Call for Applications is anticipated to open on the **first Tuesday in September for six weeks.**

Planning and prioritizing potential applications over the summer can save considerable time when the intake period is formally opened later this year. Communities that are considering applying may review the Apply for Funding page on MI's website for last year's application guidelines and submission information as a starting point for future applications <https://www.gov.nl.ca/ti/mi/apply-for-funding/>. An updated application guide will be issued with the intake notification.

The intake will include the Municipal Capital Works program (MCW), Canada Housing Infrastructure fund (CHIF), and any other program that may be available at that time.

If you have any questions related to this, feel free to reach out to your Regional Office.

Central Regional Office
Wilfred Maloney, P. Eng.
Phone: (709) 256-1055
Email: WilfMaloney@gov.nl.ca

Eastern Regional Office
Inayat Rehman, P. Eng.
Phone: (709) 729-5337
Email: InayatRehman@gov.nl.ca

Labrador Regional Office
Natasha Smith, P. Eng.
Phone: (709) 729-5334
Email: NatashaSmith@gov.nl.ca

Western Regional Office
Wendy Henstridge, P. Eng.
Phone: (709) 637-2491
Email: WendyHenstridge@gov.nl.ca

Sincerely,



Kim Kieley, P. Eng., FEC
Director – Municipal Infrastructure
Transportation and Infrastructure