

MINUTES

Regular Meeting of Council
Wednesday, April 10, 2024 @ 4:00 p.m.
Council Chambers

Present:	P. Farwell	Mayor
	B. Ford	Deputy Mayor
	W. Hoffe	Councillor
	S. Handcock	Councillor
	T. Pollett	Councillor
	P. Woodford	Councillor

Advisory and Resource:	D. Chafe	CAO
	J. Blackwood	Director of Planning and Public Works/CAO (A)
	K. Hiscock	Director of Corporate Services/Acting Town Clerk
	S. Armstrong	Communications Officer
	H. Lowe	Director of Public Safety & Protective Services

Regrets:	M. White	Councillor
	K. Hiscock	Director of Corporate Services/Acting Town Clerk
	B. Hefford	Town Clerk

1. CALL TO ORDER

The Meeting was called to order at 4:00 p.m.

2. VISITORS/PRESENTATIONS

Three Firefighters for Presentation of their helmets

Mayor Farwell presented the Town of Gander firefighters with their new helmets as there was permanent change in Rank structure at Gander Fire Rescue, due to Assistant Deputy Chief Todd Clark, resigning after 21 years.

Dave Shea was promoted to Assistant Deputy Chief after being Captain for 4 years and a Lieutenant for 4 years. Dave Shea has been with Gander Fire Rescue for over 12 years.

Josh Gillingham was promoted to Captain after being a Lieutenant for 4 years. Josh Gillingham has been Gander Fire Rescue for over 9 years.

Jason Hewitt was promoted to Lieutenant. Jason Hewitt has been with Gander Fire Rescue for over 15 years.

All three of these officers were acting in their positions while Assistant Deputy Chief Todd Clark was on leave for over 6 months.

Volunteer Week 2024 Proclamation

Mayor Farwell proclaimed April 14 – 20, 2024 Volunteer Week in Gander. The Town of Gander recognizes the enormous contribution that volunteers and community organizations make to the town’s social, cultural and economic development in our community and provide a quality of life for the citizens of Gander.

This year’s theme is “Every Moment Matters” for Volunteer Week and recognizes the many people who contribute to the town by volunteering.

3. APPROVAL OF AGENDA

Motion #24-068 Approval of Agenda

Moved by Councillor Pollett and seconded by Deputy Mayor Ford that the Agenda for the Regular Meeting of Council on April 10, 2024 be adopted.

In Favour: 6 Opposing: 0

Decision: Motion carried.

4. MINUTES FOR APPROVAL

Motion #24-069 Amended Regular Minutes for Approval

Moved by Councillor Handcock and seconded by Councillor Pollett that the Minutes from the Amended Regular Meeting of Council on February 16, 2024 be adopted as presented.

In Favour: 6 Opposing: 0

Decision: Motion carried.

Motion #24-070 Regular Minutes for Approval

Moved by Councillor Pollett and seconded by Councillor White that the Minutes from the Regular Meeting of Council on March 13, 2024 be adopted as presented.

In Favour: 6 Opposing: 0

Decision: Motion carried.

5. BUSINESS ARISING FROM PREVIOUS MINUTES

6. REPORTS – STANDING COMMITTEES:

A. Community Services Committee:

The Community Services Committee report was presented by Councillor Pollett.

The Community Services Committee meeting was held on March 27, 2024. The meeting was chaired by T. Pollett, Councillor (Chair). Other members present included: B. Ford, Deputy Mayor; B. Hefford, Director of Governance and Legislative Services/Town Clerk; and J. Knee, Director, Department of Community Services. Regrets from W. Hoffe, Councillor.

The following items were discussed:

Special Olympics Provincial Summer Games

The Committee reviewed a letter from Special Olympics NL with a request to host their Special Olympics 2025 NL Summer Games from July 3 – July 6, 2025. It was agreed to support the games from a facility standpoint and will assess any other requests as they are made. Tara Pollett and Geoff Goldsworthy have agreed to co-chair the games.

Royal Canadian Air Force (RCAF) 100th Anniversary

This year marks the 100th Anniversary of the Royal Canadian Air Force (RCAF) and to commemorate this event, the Town of Gander will be partnering with 9 Wing Gander on the following events taking place between June 13 – 15, 2024.

- June 13th: 100th Anniversary Fun Run
- June 14th: Gala at the Airport with entertainment by Jetstream and the Royal Newfoundland Regiment Band
- June 15th: Outreach Concert at the Steele Community Centre featuring Jet Stream

The RCAF have requested assistance from the Town of Gander to offset the cost for 16 hotel rooms for the band at a cost of \$7,680. The Committee agreed with this request as it was a budgeted item.

Upcoming Events

The following events will take place in the coming months:

April 12 – 13	High School Hockey Tournament - Concorde Cup
April 19 - 21	Newfoundland & Labrador Outfitters Association Expo
April 23 - 25	Central MinEX
April 30	Seniors Wellness Session
May 4 - 5	Geek Fest

B. Economic Development Committee:

The Economic Development Committee report was presented by Councillor Woodford.

The Economic Development Committee meeting was held on April 4, 2024. The meeting was chaired by P. Woodford, Councillor (Chair). Other members present included: T. Pollett, Councillor; S. Hancock, Councillor; and D. Chafe, CAO.

The following items were discussed:

The Development Officer joined the meeting.

Development Officer's Report

The Committee reviewed the latest report from the Economic Development Officer. With the approaching construction season, is a reported increase in interest in residential land and land suitable for apartment buildings etc.

The limited availability of housing continues to challenge growth both from a population and economic perspective. Council continues to work with investors and community stakeholders to address the housing issue.

Labour Market Needs Assessment

A first and critical step in the development of Council's Work Force Development Plan is to complete a Labour Market Needs Assessment. This work will provide a better understanding of the workforce and any skill gaps or barriers needing to be addressed to meet current and forecasted labour market needs.

Earlier this year, Council issued a request for proposals from qualified sector specialists to complete the assessment. One proposal was received that met the requirements of Council. This item is now forwarded to the Corporate Services Committee for review and recommendation to Council.

MinEx 2024

The Committee would like to remind industry stakeholders and residents that the Central MinEx 2024 Mineral Exploration Showcase will be taking place at the Steele Community Centre in Gander from April 23-25, 2024. This year's show promises to build on last year's successful inaugural event and will include the addition of new static displays and improved floor layout. Registration is now underway. To register go to <https://CentralMinEx2024.eventbrite.ca>.

For more information or to discuss exciting sponsorship opportunities, please contact: ganderchamber@ganderareachamber.ca or reach out by phone to 709-256-7110.

The Development Officer left the meeting.

Physician Recruitment Update

The Committee was updated on NL Health's work to recruit physicians to the community and pleased to learn that their efforts are seeing success with a mix of general practitioners and specialists scheduled to arrive by mid-year. While recognizing and applauding this success, much work remains. Council looks forward to supporting their efforts.

Navigator Program

Last year, Council announced a new Community Navigator program, an initiative which pairs a member of the community, our Navigator, with a new or soon to be resident. The Navigator assists with finding accommodations, shopping, registrations and providing overall support as the new arrival settles in our community. Any resident wishing to become a Community Navigator, should contact our Manager of Strategic Initiatives at (709) 651-5912.

Workforce Development Update

The CAO reported on two initiatives under the department's workforce development mandate. The Labour Market Needs Assessment work has been awarded to White Rock Consulting and Communications, with the successful bidder having already scheduled their first visit to the community. The application for funding to support the development of a Public Transit plan has been submitted. A decision may take up to three months.

C. **Public Safety and Protective Services Committee:**

The Public Safety and Protective Services Committee report was presented by Councillor White.

The Public Safety and Protective Services meeting was held on March 26, 2024. The meeting was chaired by M. White, Councillor (Chair). Other members present included: S. Handcock,

Councillor; P. Woodford, Councillor; H. Lowe, Director of Protective Services/Fire Chief; B. Hefford, Town Clerk; and T. Byrne, Administrative HR Coordinator.

The following items were discussed:

Elizabeth Drive Crosswalk Analysis

The Public Safety and Protective Services Committee reviewed an estimate from the Planning and Public Works Department to complete an analysis of the existing crosswalk located at 96-98 Elizabeth Drive.

The Committee determined that Option 1 – Crosswalk Analysis and Memo recommendation for \$1,600 plus HST, will be the option the Town of Gander will proceed with from Englobe.

The Director of Public Safety and Protective Services will notify the Planning and Public Works Department of Council's recommendation.

The Town Clerk arrived at the Committee meeting.

Armstrong Blvd.

The Committee noted that a business owner has concerns with people leaving the parking stalls and going over the sidewalk across from the car wash and there have been near misses when people come out from both at the same time.

The Committee will forward this concern to the Planning and Public Works Department for a technical assessment as to whether or not this sidewalk and parking stalls are within standards.

D. Planning and Public Works Committee:

The Planning and Development Committee report was presented by Councillor Handcock.

The Planning and Development Committee was held on April 2, 2024. The meeting was chaired by S. Handcock, Councillor (Chair). Other members present included: B. Ford, Deputy Mayor; T. Pollet, Councillor; B. Hefford, Directory of Governance & Legislative Services/Town Clerk; and J. Blackwood, Director of Planning and Public Works.

The following items were discussed:

Home Based Business – 29 Howe Street

The Committee reviewed a home-based business application from a resident at 29 Howe Street. The applicant, *Little Sweet Pea Daycare* is seeking Council's permission to operate a home-based registered childcare service from that property. It is noted that home occupation is permitted as

a discretionary use for the zone in which this property is located. Discretionary use notices were advertised with no objections being received by the advertised deadline.

Motion #24-071

Home Based Business – 29 Howe Street

Moved by Councillor Handcock and seconded by Deputy Mayor Ford that *Little Sweet Pea Daycare* be permitted to operate a home-based registered childcare service at 29 Howe Street.

In Favour: 6 Opposing: 0

Decision: Motion carried.

Home Based Business – 4 Carling Crescent

The Committee reviewed a home-based business application from a resident at 4 Carling Crescent. The applicant, *Shining Stars Daycare* is seeking Council's permission to operate a home-based registered childcare service from that property. It is noted that home occupation is permitted as a discretionary use for the zone in which this property is located. Discretionary use notices were advertised with no objections being received by the advertised deadline.

The Committee recommends, and I move, that *Shining Stars Daycare* be permitted to operate a home-based registered childcare service at 4 Carling Crescent.

Motion #24-072

Home Based Business – 4 Carling Crescent

Moved by Councillor Handcock and seconded by Deputy Mayor Ford that *Little Sweet Pea Daycare* be permitted to operate a home-based registered childcare service at 4 Carling Crescent.

In Favour: 6 Opposing: 0

Decision: Motion carried.

Municipal Plan Amendment #3 & Development Regulations Amendment #4, 2023

The proposed Municipal Plan Amendment # 3, 2024 and Development Regulations Amendment # 4, 2024, as requested by Council, is now ready for adoption.

This amendment proposes to re-zone two land parcels, as per the attached drawings. It is Council's intention to rezone the land parcels, currently zoned **Open Space (OS)** to a **Residential Medium Density (RMD)** and **Residential High Density-2 (RHD-2)** land use designation. These changes will allow for potential future residential development.

An open house was held on March 29, 2023. Representation received from the public was reviewed and Council decided to make changes to the original proposal, which was to rezone 5 parcels of land. Two of the sites were not pursued and Council made the decision to move forward with rezoning three land options, modifying the density of one site, while leaving open space buffers between the parcels and existing properties.

A second open house was held October 24, 2023, to present the modified proposal. Representation from the public was again carefully reviewed and Council chose to rescind the Nungesser Avenue and the Bennett Drive (adjacent Park Place Apts.) proposals, while moving forward with rezoning of the Johnson Crescent and Bennett Drive (adjacent the apartment buildings) lands as per the attached drawings.

A draft copy of the amendment was sent to the Department of Municipal Affairs and was released from provincial review on March 12, 2024.

Motion #24-073

Municipal Plan Amendment #3 & Development Regulations Amendment #4, 2023

Moved by Councillor Handcock and seconded by Councillor Woodford that the proposed Municipal Plan Amendment # 3, 2024 and Development Regulations Amendment # 4, 2024 be adopted under Section 16(1) of the Urban and Rural Planning Act.

In Favour: 6 Opposing: 0

Decision: Motion carried.

B. Hefford left the meeting.

Discretionary Use – 1 Waterton Street

The Committee reviewed a development application for approval in principle to construct a 4-unit apartment building at the above noted address.

It was noted that this property is situated within a Residential Medium Density zone. Apartment Building uses are permitted in this zone as a discretionary use of Council, under the Town of Gander Development Regulations.

One piece of correspondence was received, by the advertised deadline, with concerns about the additional traffic this development would generate in an area, specifically the intersection of Cooper/Briggs/Raynham. (The Committee felt that the commitment by Council in the 2024 budget for traffic calming at this intersection would address that concern. It is anticipated that design work will begin this year with construction to take place early in the 2025 construction season.)

Motion #24-074**Discretionary Use – 1 Waterton Street**

Moved by Councillor Handcock and seconded by Councillor Pollett that the discretionary use of 1 Waterton Street be approved subject to all requirements of the Town of Gander's Development Regulations being met.

In Favour: 6 Opposing: 0

Decision: Motion carried.

B. Hefford joined the meeting.

Honeywell Energy & Operational Savings Report

The Committee was presented with the Annual Energy and Operational Savings Report for Guarantee Year one for the period December 2022 to November 2023. This report captures the combination of both phase 1 and phase 2 of the energy performance contract between Council and Honeywell Limited. The most recent phase of this contract included energy and operational saving measures including, but not limited, to conversion of lighting to LED technology, new ice plant system with heat recovery, air sourced heat pumps and a solar thermal wall at the Steele Community Center. The report indicated a total annual cost avoidance for year one of \$196,550 which is 153% higher than the annual guarantee. The investments made in these energy saving measures are helping the municipality become more sustainable, operate in a more efficient and environmentally responsible manner, and helps alleviate the impact of uncertain future energy costs.

Council would like to encourage the residents of Gander to do their part in becoming more environmentally responsible. Simple measures such as, washing laundry in cold water, turning off lights when you leave a room, switching lights to LED, reduce vehicle idling, and practicing water conservation are just a few of the ways we can all contribute.

Short Term Rentals

In response to changing legislation by the Government of Newfoundland and Labrador proclaiming a new Tourist Accommodations Act, Council has engaged in a conversation to develop a change to our Development Regulations which could accommodate the ever-growing need and desire for short term rentals. The province now requires Municipal approval prior to their issuance of a licence for this type of Occupancy.

The Town of Gander does not currently have provisions to permit short-term rental type occupancies. It is Council's wish to bring its development regulations in line with the new Provincial Act. A draft (no. 4 attached) was presented.

Motion #24-075**Short Term Rentals**

Moved by Councillor Handcock and seconded by Councillor Pollett that the Planning and Public Works Department be given permission to proceed with an amendment process of the Town of Gander Development Regulations to accommodate Short Term Rentals/Visitor Rental Dwellings.

In Favour: 6 Opposing: 0

Decision: Motion carried.

The Committee recommends, and I move, that the Planning and Public Works Department be given permission to proceed with an amendment process of the Town of Gander Development Regulations to accommodate Short Term Rentals/Visitor Rental Dwellings.

Notable Dates

- The next scheduled Waste Transfer Station date is scheduled for Saturday, April 13th. The hours of operation are 8 a.m. – 4 p.m.
- Winter parking restrictions are in effect from November 1st - April 30th, annually. During this time, no vehicle shall be parked on any street between midnight and 8:00 am, regardless of weather conditions, nor may any vehicle be parked such as to impede or interfere with snow clearing operations at any time of the day or night, at any time of the year. Residents are reminded that it is illegal to throw, sweep, shovel or place snow or ice from any private property upon any town street or sidewalk, or such that it obstructs access to fire hydrants.

Snow clearing regulations include Sections 23-26 of Town of Gander Traffic Regulations.

Council would like to remind residents that details of notable dates and events can be viewed on the Town of Gander Website at www.gandercanada.com.

E. Governance & Legislative Services Committee:

The Governance & Legislative Services Committee report was presented by Deputy Mayor Ford.

The Governance & Legislative Services Committee was held on April 3, 2024. The meeting was chaired by B. Ford, Deputy Mayor (Chair). Other members present included: W. Hoffe, Councillor; P. Woodford, Councillor; S. Handcock (Virtual), Councillor; T. Pollett (Virtual), Councillor; and B. Hefford, Director of Governance & Legislative Services/Town Clerk.

The following items were discussed:

Pink Ribbon Retreat

Breast Cancer Support NL is organizing a two-day Pink Ribbon Retreat in Gander, NL, from October 4th - 6th, 2024, for individuals with a history of breast cancer in Newfoundland & Labrador. The retreat aims to provide educational sessions, group discussions, and wellness activities. Funding is needed to cover venue rental, event materials, meals, and participant accommodations. Donations are requested to support this event and demonstrate a commitment to the well-being of those affected by breast cancer.

The committee recommends that the item be referred to the Community Services Department to be assessed under the Grants, Subsidies, and In-Kind Services Policy # R16.

Municipal Awareness Week

Municipal Awareness Week is coming up from May 8 – 12 representing a significant event across the province. This week serves as an opportunity to recognize and celebrate the vital contributions that municipalities have on our communities.

The Committee has reviewed proposed municipal awareness events to be scheduled and carried out. These include:

- Coffee with Council / Town Hall Open House
- Public Works equipment displays (Fire/Enforcement/Snow Clearing etc.)
- Municipal Services tours (Fire/Water)
- Mock Council Meeting with students (which schools & dates TBD)
- Q&A Sessions with Mayor (schools & dates TBD)
- Social Media awareness campaign (e.g. video profiles of Municipal Services)

Policy Classifications and Template

Town of Gander is undertaking a review and potential reclassification of existing policies to ensure alignment with policy framework and strategic objectives.

A template has been developed to ensure that policies remain consistent and that they appropriately align with our organizational goals. Policies will be classified into three categories: Formal Policy of Council, Operational Procedures, and Service Standards. By establishing clear requirements for each classification, Town of Gander aims to improve governance, accountability, and transparency, ultimately enhancing service delivery to the community. Each policy classification will have varying requirements for periodic review to ensure policies are well maintained and remain effective.

Based on this discussion, the Committee recommends the adoption of the Policy Template and policy classifications.

Contract Approval for Consulting Services – New Pump House

The Committee reviewed a contract for consulting services between Town of Gander and CBCL Limited for a New Pump House. The project involves upgrading two pumphouse water supply systems in Gander. This includes improvements such as upgrading pumps and electrical systems, installing a new Motor Control Centre for water flow regulation, implementing SCADA upgrades for monitoring and communication, and enhancing network infrastructure. Additionally, the project includes rehabilitating the reservoir pumphouse by replacing pumps and upgrading HVAC systems. The goal is to enhance backup power capacity, improve monitoring and communication, extend equipment lifespan, reduce downtime, meet ventilation codes, increase reliability, improve energy efficiency, and meet growing demand.

Motion #24-076

Contract Approval for Consulting Services – New Pump House

Moved by Deputy Mayor Ford and seconded by Councillor Handcock that the Agreement between Town of Gander and CBCL Limited regarding Gander Pumphouse Upgrades be approved, as attached.

In Favour: 6 Opposing: 0

Decision: Motion carried.

Bill 54 Review

The Committee discussed the impact of Bill 54, which will introduce the Towns and Local Service District Act to replace the Municipalities Act. The Town Clerk will complete an assessment of the impacts of the new legislation.

Governance and Committee review

The Committee was advised that a Governance and Committee review will be undertaken by the Town of Gander. This process will start on April 11, 2024.

Council Engagement Report

Effective engagement with the community is crucial for local governance, as it fosters transparency, inclusivity, and collaboration.

Over the past month, Council actively engaged in several events and initiatives. To offer a glimpse, here are some noteworthy examples:

- Opening of Twin Ponds – March 1
- NL Games closing ceremonies – March 2
- Meeting with Minister Rechie Valdez, the Federal Minister of Small Business – March 4
- International Women’s Day Luncheon at 9Wing All Ranks Mess – March 7
- IMPACT Awards – March 14
- Rotary Luncheon – March 19
- Municipalities Newfoundland & Labrador Regional Meeting – March 22-23
- Water/Wastewater Workshop – March 26
- Welcome back OBS -March 27

F. Corporate Services Committee:

The Corporate Services Committee report was presented by Councillor Hoffe.

The Corporate Services Committee meeting was held on April 3, 2024. The meeting was chaired by W. Hoffe, Councillor (Chair). Other members present included: T. Pollett, Councillor; P. Woodford, Councillor; D. Chafe, CAO; B. Hefford, Director of Governance & Legislative Services/Town Clerk; and K. Hiscock, Director of Corporate Services.

The following items were discussed:

MAA – Update on the Municipal Assessment Agency

Correspondence from the Municipal Assessment Agency on the Board of Director’s meeting held virtually on March 8, 2024, was presented to the Committee for review.

The MMA reports that:

- The Municipal Assessment Agency (MAA) Accessibility Plan for 2024 to 2026 has been developed and can be viewed on the Agency’s website.
- The Town of Conception Harbour has signed an agreement with the Agency to produce an assessment roll for the 2025 tax year.
- The Agency’s newest client is the Town of Hawke’s Bay.
- The Agency is a gold sponsor for the 2024 Professional Municipal Administrators annual convention scheduled in Gander from April 9-11 and the CEO will be presenting at the event.
- An educational video was presented to the Board for review and will be made available to the public on the Agency’s website.
- The Board of Directors congratulates Tony Keats, the Mayor of Dover on winning the 2023 World Mayor Community Award.
- The next board meeting is scheduled to be held on June 6-7th, 2024 in Gander.

Property Tax Reductions

The Committee reviewed nine applications for residential property tax reductions that met Council’s policy based on income criteria. The total amount to be adjusted is \$6,926.74.

To date, the Town has issued 10 property tax reductions for a total amount of \$7,671.14.

The Committee recommends and I move that the property tax reductions be approved as attached.

Motion #24-077

Property Tax Reductions

Moved by Councillor Hoffe and seconded by Councillor Pollett that the property tax reductions be approved as attached.

In Favour: 6 Opposing: 0

Decision: Motion carried.

Ultimate Recipient Expenditure Report

Council recently engaged the services of Auditor, Kimberly G. Humphries Professional Corporation to complete the audit of information and preparation of the Ultimate Recipient Annual Expenditure Report (previously known as gas tax) for the year ended December 31, 2023.

The audit confirmed the financial statements were presented fairly, in all material aspects, in accordance with the Canadian Public Sector Accounting Standards (PSAB).

The Town has completed \$7.2 million in capital projects through the Canada Community – Building Fund Agreement since its inception in 2007.

The Committee is pleased there were no issues identified during the audit.

RFQ24-07 Rental of Garbage Truck(s)

The Planning & Public Works Committee referred the invitation to quote for the rental of garbage truck(s) for use during the 2024 annual curbside cleanup event to the Corporate Services Committee for consideration. The event is scheduled to take place from September 16th – September 27th.

There were two quotes received with the lowest meeting specifications submitted by T2 Ventures Inc. at the two-week rate of \$33,925.00 HST included. This item is \$1,735.63 under budget.

Motion #24-078

RFQ24-07 Rental of Garbage Truck(s)

Moved by Councillor Hoffe and seconded by Councillor Handcock that RFQ24-07 for the rental of garbage truck(s) for use during the 2024 annual curbside cleanup event be awarded to T2 Ventures Inc. at the two- week rate of \$33,925.00 HST included.

In Favour: 6 Opposing: 0

Decision: Motion carried.

SO23-01 Electrical Maintenance Services – Request to Extend to April 2025

The Director of Planning & Public Works is recommending the extension of the current standing offer for electrical services to Powell’s Electrical Ltd to April 30th, 2025.

The Committee discussed this request and recommended the extension.

The Committee recommends and I move to extend SO23-01 for electrical maintenance to Powell’s Electrical Ltd. to April 30th, 2025, as attached.

Motion #24-079

SO23-01 Electrical Maintenance Services – Request to Extend to April 2025

Moved by Councillor Hoffe and seconded by Councillor Handcock to extend SO23-01 for electrical maintenance to Powell’s Electrical Ltd. to April 30th, 2025, as attached.

In Favour: 6 Opposing: 0

Decision: Motion carried.

G. Committee of the Whole

There was no Committee of the Whole information to report.

H. Other Reports

7. ADMINISTRATION

8. CORRESPONDENCE

9. NEW BUSINESS

Newfoundland and Labrador Outfitters Association Outdoor Show

The Steele Community Centre is proud to host the Newfoundland and Labrador Outfitters Association Outdoor Show from April 20th -21st. Celebrating the amazing things going on outdoors in Newfoundland and Labrador, the show hours are:

Saturday, April 20th 10.a.m. – 8 p.m.

Sunday, April 21st 10 a.m. – 4 p.m.

Admission is \$5 and kids under 12 get in free.

There will be Boats, ATVs, Power Equipment, Hunting Gear, Fishing Equipment, Firearms, Apparel, Safety Organizations, Conservation groups, Atlantic Rivers Outfitting Company Casting Pool and Fly-Tying Forum plus the Newfoundland and Labrador Indigenous Tourism Association Wild Food Kitchen, The Wooden Boat Museum of Newfoundland and Labrador Little Builders Workshop.

There are Amazing Door Prizes from Long Range Outdoors and Moose Valley Outfitters and loot bags for the first 100 (Age 12+) visitors through the gates each day.

Visit Newfoundland and Labrador Outfitters Association on Facebook for more information.

10. ADJOURNMENT

Motion #24-080

Adjournment

There being no further business, it was moved by Councillor Woodford and seconded by Councillor Pollett that the meeting be adjourned.

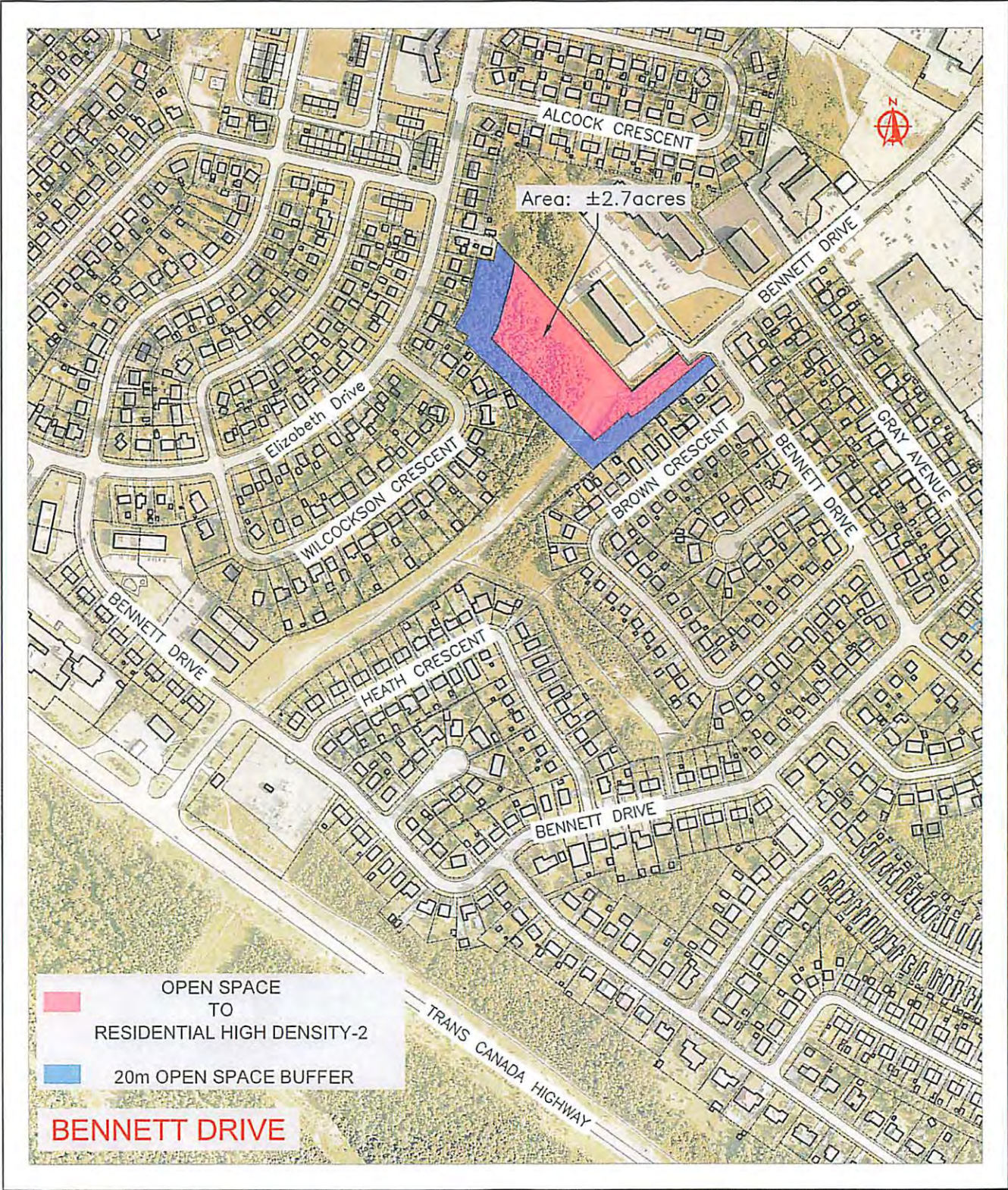
In Favor: 6 Opposing: 0

Decision: Motion carried.

The meeting was adjourned at 4:50 p.m.

P. Farwell, Mayor

B. Hefford, Town Clerk



Drawing Title:

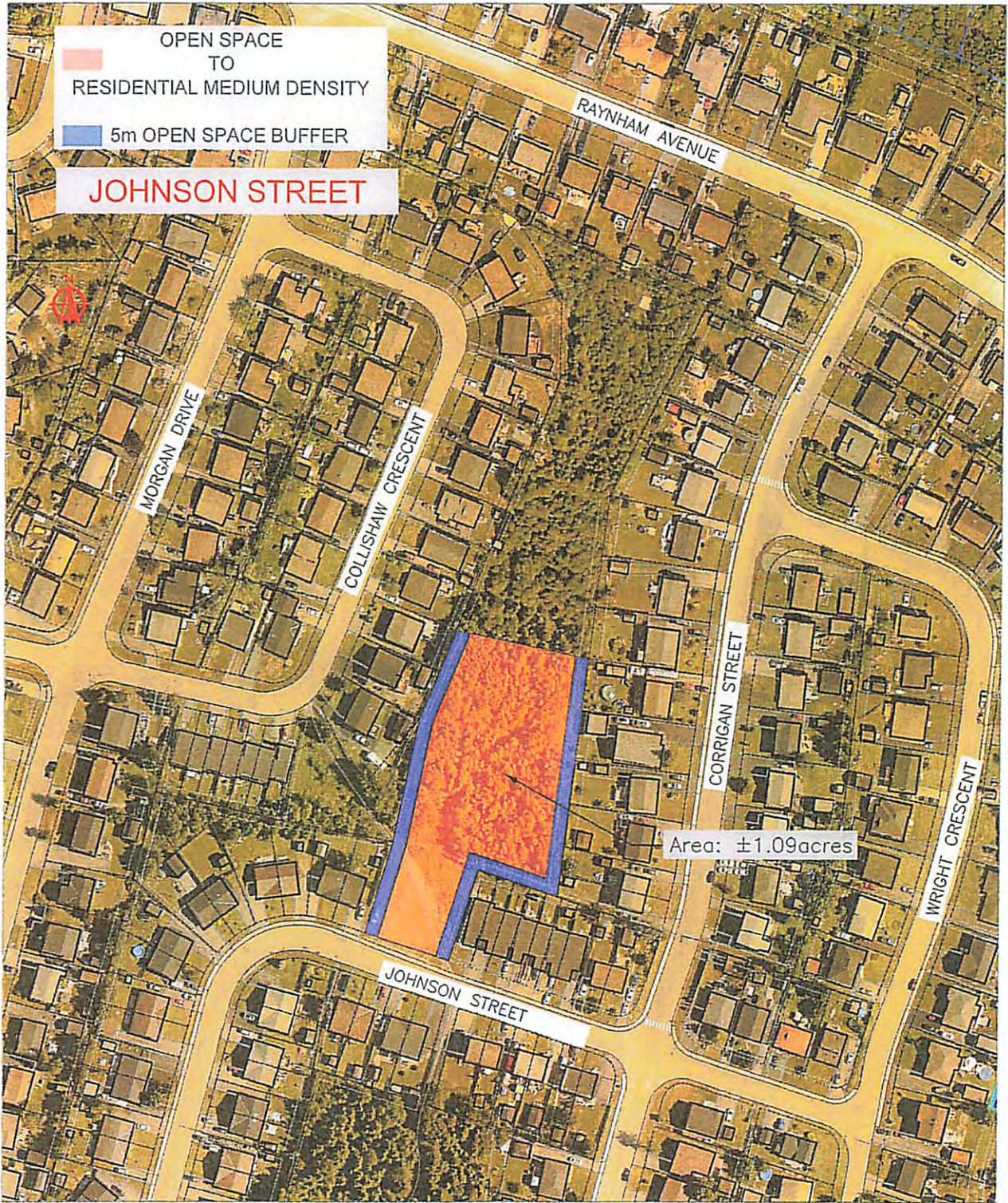
Bennett Drive
Proposed Parcel of Land

Drawn By:
S. Blundon

Scale:
1 : 5000

Date:
Feb. 12, 2024

Drawing Number:
22-1074S-26R3



Drawing Title:

Johnson Street
Proposed Parcel of Land

Drawn By:

T. Noseworthy

Scale:

1 : 2000

Date:

Sept 26, 2023

Drawing Number:

22-1074-62R1

SHORT TERM RENTALS
Proposed changes to Town of Gander Development Regulations

Add to Definitions:

“SHORT TERM RENTAL means a dwelling unit, which is used for temporary accommodation rental (for compensation) to the travelling and vacationing public but does not include a bed and breakfast establishment”. Maximum stays of 30 days or less.

Insert **Short Term Rental** in Permitted Uses of all Residential Use Zone Tables and all non-residential Use Zone Tables currently permitting any type of residential use.

Add to Section 5.0, Specific Use Regulations:

5.4(2) Short Term Rental

Where permitted by Council, short term rentals shall be subject to the following conditions:

- (a) It may operate in a dwelling unit in all Residential zones.*
- (b) It will not detract from the residential character of the neighbourhood in terms of scale or exterior design.*
- (c) It will be rented as a single unit only, and not with different guest rooms rented to different customers.*
- (d) At no time shall the total number of short term rental exceed 2% of the total number of dwelling units in the Town of Gander. And, at no time shall the total number of short term rentals exceed 10% of the total number of dwelling units on any individual street.*
- (e) If the applicant is not the property owner, a letter from the property owner authorizing the short term rental must be submitted with the application.*
- (f) Subject to Building and Fire Inspections by the Town of Gander and/or Fire Commissioner.*
- (g) All grounds and buildings shall be kept in a safe and well-maintained condition.*
- (h) No visitor short term rental will be permitted to operate unless all development (occupancy, building, etc) permits have been obtained from Council.*
- (i) The facility must be registered in accordance with the provincial Tourist Accommodations Act and will require Service NL approval.*

Add to Appendix A – Classifications:

Short Term Rental Short Term Rental, Visitor Rental Dwellings, Tourist Homes, airbnbs, etc.

Add to Appendix B – Parking Requirements:

Short Term Rental 2 or 1/100m² of floor area, whichever is greater.

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND PRIME CONSULTANT

Town of Gander

**Gander Pumphouse Upgrades to Improve Potable Water Efficiency, Reliability
and Capacity**

Consultant:

CBCL Limited

TI Project No.:

17-GI-24-00017

Funding Program:

Investing in Canada Infrastructure Program

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AGREEMENT

THIS AGREEMENT made at **Gander**
in the Province of Newfoundland and Labrador, on this _____ day of _____,
20_____.

BETWEEN:

Town of Gander
("The Client")

AND:

CBCL Limited
("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: March 29, 2024

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

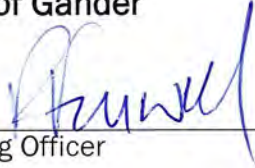
In the event that the General Terms and Conditions are modified by the Special Terms and Conditions, the numbering references in the General Terms and Conditions shall remain unchanged.

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.

Town of Gander



Signing Officer



Witness or Signing Officer

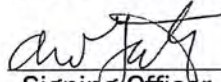
March 28/24

Date


Mar 28/24

Date

CBCL Limited



Signing Officer



Witness or Signing Officer

March 27, 2024

Date

March 27, 2024

Date

SCHEDULE "A"

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

INDEX

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Part 3	GENERAL REQUIREMENTS.....	9
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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

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.

SCHEDULE I PROJECT DESCRIPTION

Project Description:

Project consists of technical upgrades to two pumphouse water supply systems in the town of Gander. The scope of the project includes: -Lakeside pumphouse aged pumps and electrical system upgrades, new Motor Control Center to regulate water flow, enabling of multiple pumps during power outages, fully automated SCADA upgrade and network improvements. -Reservoir pumphouse rehabilitation including replacement of existing pumping skid with newly sized VFD pumps and HVAC upgrades. The project aims to reduce current backup power service incapacity, improve vital SCADA station monitoring and communications, and provide a long term water supply solution to: extend equipment lifespan; reduce outages and downtime; lessen risks; meet engineering ventilation codes; increase distribution reliability; handle water flow requirements more efficiently; save energy and reduce GHGs; and enhance pumping capabilities to meet ongoing and expected demand increases (see attached Engineering Report).

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

Consultant Fee Proposal Response

Fee

	Project Scope of Work - to be read in conjunction with item 6 of Instruction to Consultants of the Consultant Fee Request – NO BACK UP REQUIRED FOR EXPENSES – lump sum pricing A1 TO A5	
A1-1	Preliminary Engineering – Lump Sum Pricing inclusive of all expenses	\$85,400.00
A1-2	Design and Contract Documents – Lump Sum Pricing inclusive of all expenses	\$180,000.00
A1-3	Tendering and Contracts Award – Lump Sum Pricing inclusive of all expenses	\$18,000.00
A1-4	Contract Administration – Lump Sum Pricing inclusive of all expenses	\$76,000.00
A1-5	Project Completion Phase and Record Drawings – Lump Sum Pricing inclusive of all expenses	\$17,000.00
Resident Inspection (below) – Full Time and Part Time Resident Inspection – back-up required for these services only on your level of effort pricing - to be read in conjunction with item 5 of Instruction to Consultants of the Consultant Fee Request – Prequalified Supplier List – Second Stage Competitive Process		
<i>Other Additional Services (at cost) - List Additional Required Services as required: Please note that meal rates and mileage rates as posted on the government sites INCLUDE hst so exercise caution on how you calculate expenses (payment to be remitted to the consultant on the basis of scope of work confirmed complete and submission of Form 14 and Form 18 - unit price basis of payment</i>		
		COST EACH LINE ITEM INDIVIDUALLY
B1-1	Resident Inspection (Full Time) – 150 - hrs as per consultant fee request – Labour Only	\$18,750.00
B1-2	Part Time Resident Service – 8 - Inspections during Construction as per fee request – Labour Only	\$24,000.00
B1-3	Part Time Resident Service – 1 - Substantial Inspection as per fee request – Labour Only	\$3,750.00
B1-4	Part Time Resident Service – 1 - Final Completion Inspection as per fee request – Labour Only	\$3,750.00
B1-5A	Part Time Resident Service – 1 – Pre-commissioning verification(s) as per fee request – Labour Only (Team of Mechanical /Electrical/Civil member(s) as required for the task) 1 pre-commissioning verification visit (Team)	\$4,875.00
B1-5B	Part Time Resident Service – 1 – Commissioning/Systems Verification as per fee request – Labour Only (Team of Mechanical /Electrical/Civil member(s) as required for the task - 1 pre-commissioning verification visit (Team) – 3 days on site (10 hrs per day) – Travel to and from site is outside of the specified 3 days on site and is considered incidental and shall be included in your costing for this line item	\$20,000.00
B1-5C	Part Time Resident Service – 1 – Training session with owner representatives and contractor as per fee request – Labour Only (Team of Mechanical /Electrical/Civil member(s) as required for the task – 1 days on site (10 hrs per day) – Travel to and from site is outside of the 1 day of training as specified and is considered incidental and shall be included in your costing for this line item	\$5,740.00
B1-6	Part Time Resident Service – 1 - 10 month Warranty Inspection as per fee request – Labour Only	\$3,750.00
Service: Project Expenses for Professional Services – ENSURE YOU CONFORM TO POSTED GOVERNMENT RATES AND HST APPLICABILITY – Expenses related to B1-1, B1-2, B1-3, B1-4, B1-5A, B1-5B, B1-5C, B1-6 to be entered on the C1-1 below. Meal Rates - https://www.gov.nl.ca/exec/hrs/working-with-us/meal-rates/ Breakfast- \$8.35, Lunch - \$14.61, Dinner- \$22.64 (all HST excluded) Automobile Reimbursement Rates - https://www.gov.nl.ca/exec/hrs/working-with-us/auto-reimbursement/ Feb 1 – Feb 29, 2024- \$0.3509 (HST excluded)		
C1-1	Enter EXPENSES ONLY – level of effort backup required (HST Excluded) related to: B1-1 + B1-2 + B1-3 + B1-4 + B1-5 + B1-6 = Enter Total in the cell to the right	\$34,345.00
	Sub-Total Basic and Other Services Fees (excluding HST)	\$495,360.00
D1-1	HST (on sub total above)	\$74,304.00
	Total Fee – (HST Inclusive)	\$569,664.00

* per Treasury Board Rates at time of signing contract

Consultants are advised that Resident Inspection (full time) and Part Time service must be completed and billed for full days or visits only as requested in this consultant fee request. Pre-authorization is required by Regional Engineer for partial days or trips. Additional inspections, etc will be billed at fee proposal submission rates as if they were unit prices for each task. Any item not completed shall not be invoiced for payment.

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)	\$0.00
	Geotechnical Investigations	\$0.00
	Materials Testing	\$0.00
	Asphalt Extractions	\$0.00
	Concrete Testing	\$0.00
	Compaction Testing	\$0.00
	Water Main Leakage Detection	\$0.00
	Sewer Main Infiltration Detection	\$0.00
C	TOTAL (Transfer to Schedule II)	\$0.00

For the purposes of this PCA, any reimbursable allowances will be dealt with after the PCA is signed and will be on an as-required basis.

**SCHEDULE IV
PROJECT SCHEDULE**

Task / Milestone	Schedule
PCA Signature Date	As of the date of last signature in this document.
Project Kickoff Meeting	Within 2 Week(s) of PCA signature
Delivery Schedule	See CBCL RFP Response (Section 2)
Ten Month Warranty Inspection	10 Months after Issuance of Substantial Performance Certificate
Project Completion Date	4 Months after Warranty Inspection
NOTE: For multiple Construction Contracts the Consultant Completion date will apply to last completed construction contract. (as per Section VI in the PCA when signed.)	
Please insert another row if you feel there is a specific task that is not presented in the schedule above and copy and edit a schedule from column 2 for the additional entry	

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 – **May 26, 2025** (per funding letter)
- Project Completion and Final Invoice submission to TI – **May 26, 2027** (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
- Request for Proposals - Gander Pump House Upgrades to Improve Potable Water Efficiency, Reliability and Capacity
- CBCL Limited - Request for Proposals Response

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

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:

**Town of Gander
100 Elizabeth Drive
Gander, NL, A1V 1G7**

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:

**James Blackwood, P. Eng.
Town of Gander
100 Elizabeth Drive
Gander, NL, A1V 1G7**

Phone: (709) 651 - 5915
Fax: (709) 256 - 5809
Email: jblackwood@gandercanada.com

For the Prime Consultant:

**Kevin Murphy, P. Eng.
CBCL Limited
P.O. Box 606
1505 Barrington Street, Suite 901
Halifax, NS, B3J 2R7**

Phone: (902) 492 - 6751
Fax: (902) 423 - 3938
Email: kevinm@cbcl.ca

- 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

- 161** Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.
- 162** 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.
- 163** Time shall be of the essence of this Agreement.
- 164** 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.
- 165** 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.
- 166** 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.

- 167 This Agreement shall ensure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.
- 168 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.

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.

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.nl.ca/pdfs/PublicProcurementActAndATIPPA2015.pdf>



Request for Proposals

For

Consultant Services – Gander Pumphouse Upgrades to Improve Potable Water Efficiency, Reliability and Capacity

Town of Gander

Funding Program: **Investing in Canada Infrastructure Program**

MI Project No.: **17-GI-24-00017**

MI Project Name: **Gander Pumphouse Upgrades to Improve Potable Water Efficiency,
Reliability and Capacity**

Issued: **January 19, 2024**

Submission Deadline: **February 9, 2024, 2:00 pm NL local time**

Summary of Key Information

RFP Title	Gander Pumphouse Upgrades to Improve Potable Water Efficiency, Reliability and Capacity Proponents should use this title on all correspondence.
RFP Contact	The point of contact for this RFP is: James Harty Engineer III Department of Transportation and Infrastructure – Municipal Infrastructure Email: JamesEHarty@gov.nl.ca Phone: 709-256-1054
Enquiries	Please direct all enquiries, by email, to the RFP Contact. Enquiries received by any other means may not be answered. Proponents are encouraged to submit enquiries at an early date to permit consideration by the Owner. The Owner may, in its sole and absolute discretion, decide to not respond to any enquiry.
Submission Time	Submission time is 2:00 pm Newfoundland Time on Friday, February 9, 2024 , or as amended by amendment.
Submission Location	Submitted electronically through the bidding system at: https://www.merx.com/govnl

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1 INVITATION AND SUBMISSION INSTRUCTIONS

1.1 INVITATION TO PROPONENTS

1.1.1 Invitation

This Request for Proposals (the "RFP") is an invitation by the Town of Gander (the "Owner") to prospective proponents to submit proposals for Project 17-GI-24-00017 - **Gander Pumphouse Upgrades to Improve Potable Water Efficiency, Reliability and Capacity**, as further described in Appendix B - Project Details and Appendix C - Scope of Work, Deliverables, and Other Requirements.

1.1.2 Proponent must be Single Entity

The proponent must be a single legal entity that, if selected, intends to negotiate and enter into the contract with the Owner. If the proposal is being submitted jointly by two (2) or more separate entities, the proposal must identify only one of those entities as the "proponent". The proponent will be responsible for the performance of all Deliverables.

1.1.3 Eligibility to Participate in This RFP

This RFP is open to any person, firm, joint venture, partnership, or other legal entity. Proponents may use sub-consultants, so long as all sub-consultants are identified in their proposal. Proponents, along with their sub-consultants, will be referred to as the "Proponent team" in this RFP. Sub-Consultants may not be removed or replaced prior to or during completion of the Work without the prior written approval of the Owner. Sub-Consultants are not required to be exclusive to any one Proponent.

1.1.4 Bidding System Registration

All proponents must have a vendor account with the Government of Newfoundland and Labrador's (the "Province") electronic bidding system at: <https://www.merx.com/govnl> and must be registered as a plan taker for this opportunity. This will enable the proponent to download the solicitation document, to receive amendment email notifications, download amendments, and submit their proposal electronically through the bidding system.

1.2 RFP CONTACT

To contact the Owner in relation to this RFP, proponents must initiate the communication electronically through the "RFP Contact". The Owner will not accept any proponent's communications by any other means, except as specifically stated in this RFP.

For the purposes of this procurement process, the "RFP Contact" will be the individual indicated in Appendix B.

Proponents should only contact the RFP Contact where specifically instructed to in this RFP. All other communication in relation to this RFP, up to and including the submission of the proposal, must be through the bidding system, as described above.

Proponents and their representatives, are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the Owner or MI, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

1.3 CONTRACT FOR DELIVERABLES

1.3.1 Type of Contract

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the Owner for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Owner and the selected proponent.

1.3.2 Term of Contract

The term of the agreement will be in effect until the completion of the Deliverables, including completion of the Warranty Period.

1.4 RFP TIMETABLE

1.4.1 Key Dates

Issue Date of RFP	January 9, 2024
Deadline for Questions	Friday, January 26, 2024
Deadline for Issuing Amendments	Friday, February 2, 2024
Submission Deadline	Friday, February 9, 2024, 2:00pm NL time
Review of Proposals	Friday, March 1, 2024
Anticipated Execution of Agreement	Friday, March 15, 2024
Anticipated Project Start Date	Friday, March 29, 2024 (2 weeks after signing of agreement)

The RFP timetable is tentative only and may be changed by the Owner at any time.

1.4.2 Public Opening

- 1) Technical proposals received by the Submission Deadline will be recorded publicly at the Submission Location immediately after the Submission Deadline. The Pricing Proposals may be opened later during the evaluation of the proposal and based on the criteria of this RFP.

- 2) Tendering and Contracts will post the list of received proposals on the Government of Newfoundland and Labrador, electronic bidding system, Merx at <https://www.merx.com/govnl> immediately after the Submission Deadline.
- 3) All Proposals which were received at the time of the public opening will be evaluated after the public opening.
- 4) Anyone may attend the public opening. Attendance may be via Skype meeting platform as detailed below, depending on the current Special Measures Orders in force at the time.
 - a) Solicitations are currently undertaken in accordance with the Public Procurement Regulations, and with applicable Special Measures Orders pursuant to the Public Health Protection and Promotion Act. The opening of submissions will be held on the designated date and time with two representatives of the Department of Transportation and Infrastructure, Tendering and Contracts.
 - b) Bidders may view the opening via a Skype meeting platform. To access the Skype meeting for the opening that your organization may be interested in, please email tenderingandcontracts@gov.nl.ca no less than four hours prior to the stated date and time of the opening of submissions. The subject of the email must read '**Interest in Tender (Reference Number) Opening**'. The body of the email must include the email of the individual who will be joining the Skype session. Emails requests received less than four hours in advance of the opening shall not be acknowledged. Prior to the opening, an email including a Skype meeting invitation will be sent to the email address indicated in the request.

1.5 SUBMISSION INSTRUCTIONS

1.5.1 Submission of Proposals

Proposals must be submitted electronically through the bidding system at: <https://www.merx.com/govnl>

Submissions by other methods will not be accepted.

In the event of any technical issues, proponents should contact the bidding system's technical support.

1.5.2 Proposals to be Submitted on Time

- 1) Proposals must be finalized and fully uploaded in the bidding system on or before the Submission Deadline. The time of receipt of proposals shall be determined by the bidding system web clock. Late submissions will not be accepted by the bidding system.

- 2) Proponents are cautioned that the timing of submission is based on when the proposal is received by the bidding system, not when a proposal is submitted by a proponent. As transmission can be delayed due to file transfer size, transmission speed or other technical factors, proponents should plan to submit proposals well in advance of the Submission Deadline to avoid submitting late due to technical issues. Proponents submitting near the Submission Deadline do so at their own risk.
- 3) The bidding system will send a confirmation email to the proponent advising when the proposal was submitted successfully. If you do not receive a confirmation email, contact the bidding system's technical support immediately.

1.5.3 Proposals to be submitted in Prescribed Format

- 1) Proposals must be presented in a suitably readable text font (standard weight Arial, Calibri, or similar are recommended), size 11 or larger, black in colour, on a white background.
- 2) Proposals, including the Gantt chart, must be submitted in a PDF file readable by Adobe Reader.

1.5.3.1 Bidding System Submissions

- 1) Proposal materials should be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size. Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.

1.5.3.2 Two Folder System

- 1) Proponents shall submit their proposal files in two separate folders in MERX, those being the Technical Proposal and the Pricing Proposal (formerly known as the Two Envelope System). Both proposal documents must be text searchable Portable Document Format (PDF) files. For further clarification the two proposals are outlined below:
 - 2) Technical Proposal
 - a) The Technical Proposal shall not contain any pricing information. Technical Proposals that contain financial information will immediately be rejected.
 - b) The Technical Proposal shall consist of:
 - i) Requirements as outlined in Appendix C
 - ii) Complete Project Reference and Key Personnel Templates found in Appendix E.
 - iii) Completed Appendix D – Submission Form

- iv) Professional and Commercial Insurance Certificates
 - v) Summary of Consultant Information
- 3) Pricing Proposal
- a) The Pricing Proposal shall consist of:
 - i) Requirements as outlined in Appendix C
 - ii) Complete Pricing Forms found in Appendix F

1.5.4 Changes to Proposals

- 1) Proponents may change their proposals prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the changed proposal is received by the bidding system by the Submission Deadline.

1.5.5 Withdrawal of Proposals

- 1) At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. Prior to the Submission Deadline, proponents may withdraw a submitted proposal through the bidding system. To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent.

2 EVALUATION, NOTIFICATION AND AWARD

2.1 STAGES OF EVALUATION AND NOTIFICATION

2.1.1 Stage I - Mandatory Submission Requirements

- 1) Mandatory Submission Requirements will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the proposal will be rejected. The mandatory submission requirements are set out in this document.

2.1.2 Stage II - Evaluation

2.1.2.1 Mandatory Technical Requirements

- 1) The Owner will review the proposals to determine whether the mandatory technical requirements as set out in the Scope of Work, Deliverable, and Other Requirements (Appendix C) have been met. Proposals that do not satisfy the mandatory technical requirements will be rejected.

2.1.2.2 Non-Price Rated Criteria

- 1) The Owner will evaluate each proposal meeting the Mandatory Requirements on the basis of the non-price rated criteria as set out under Initial Evaluation Criteria in the Scope of Work, Deliverable, and Other Requirements (Appendix C).
- 2) Proponents must achieve a minimum overall score of 60% on the Non-Price Rated Criteria (Technical Proposal) to have their Pricing Proposal opened for consideration. Proponents not meeting the 60% minimum on the Technical Proposal Evaluation will not receive a Pricing score.

2.1.3 Stage III - Financial Evaluation

- 1) Financial Evaluation will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in the Scope of Work, Deliverable, and Other Requirements (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.
- 2) In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, the Owner may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, the Owner may reject the proposal. The

Owner may also reject any proposal that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.1.4 Stage IV – Ranking, Notice to Proponent, and Execution of Agreement

2.1.5 Initial Ranking of Proponents

- 1) After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be initially ranked based on their total scores. Subject to the reserved rights of the Owner, the top-ranked proponent will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected proponent will be the proponent with the highest score on the non-price rated criteria. If a tie still exists, the selected proponent will be determined through consultation with the Public Procurement Agency.

2.1.6 Notice to Proponent and Execution of Agreement

- 1) Notice of selection by the Owner to the preferred proponent will be in writing. Municipal Infrastructure will provide a completed Agreement in the form attached as Appendix A to this RFP to the selected proponent. The preferred proponent shall execute the Agreement with the Owner, and satisfy any other applicable conditions of this RFP, including the pre-conditions of award listed in the Scope of Work, Deliverable, and Other Requirements (Appendix C), within fifteen (15) calendar days of notice of selection. This provision is solely for the benefit of the Owner and may be waived by the Owner.

2.1.7 Failure to Enter into Agreement

- 1) If the preferred proponent fails to execute the Agreement or satisfy any pre-conditions of award within fifteen (15) calendar days of notice of selection, the Owner may, without incurring any liability, proceed with the selection of another proponent and pursue all other remedies available to the Owner. This process will continue until an agreement is finalized, until there are no more proponents remaining that are suitable or until the Owner elects to cancel the RFP process.

3 TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 GENERAL INFORMATION AND INSTRUCTIONS

3.1.1 Proponents to Follow Instructions

- 1) Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.
- 2) A proponent who submits conditions, options, variations, or contingent statements either as part of its proposal or after receiving notice of selection, may be disqualified. If a proponent is not disqualified despite such changes or qualifications, the provisions of this RFP will prevail over any such changes, or qualifications, in the proposal.

3.1.2 Proposals in English

- 1) All proposals are to be in English only.

3.1.3 No Incorporation by Reference

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

3.1.4 Information in RFP Only an Estimate

- 1) The Owner and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of amendment. Any quantities shown or data contained in this RFP or provided by way of amendments are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.5 Proponents to Bear Their Own Costs

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

3.1.6 Proposal to be Retained by the Owner

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

3.1.7 Intellectual Property Rights

- 1) The Owner will retain the intellectual property rights including patents, copyright, trademark, industrial design and trade secrets in any deliverable product or product developed through this contract. Licensing and marketing rights to the developed product will not be granted in the contract.

3.1.8 Material Change after Submission Time

- 1) A Proponent will give immediate notice to the Owner in writing of any material change that occurs to a Proponent after the Submission Time, including a change to its membership, ownership structure, Proponent team including any individual members or sub-consultants or a change to the Proponent's financial capability.
- 2) The Owner may, in its sole discretion, accept or reject this material change. In the case of a rejection of the material change, the Proponent will be notified in writing that the change has been deemed unacceptable and that their proposal has been disqualified. If a material change is accepted, the Owner will then evaluate the submitted proposal taking into consideration the new information.

3.2 COMMUNICATION AFTER ISSUANCE OF RFP

3.2.1 Proponents to Review RFP

- 1) Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing to the RFP Contact on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The Owner is under no obligation to provide additional information, and the Owner is not responsible for any information provided by or obtained from any source other than the RFP Contact or the bidding system. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Owner is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.
- 2) Proponents are encouraged to submit enquiries in writing at an early date to permit consideration by the Owner.
- 3) The Owner may in its sole and absolute discretion, decide to not respond to any enquiry.
- 4) If a Proponent considers that an enquiry is commercially confidential, this Proponent may request that a response to such enquiry be kept confidential by clearly marking the enquiry "Commercial in Confidence". If the Owner decides that this enquiry or the Owner's response to such enquiry must be distributed to all Proponents, then the Owner will permit the enquirer to withdraw such enquiry rather than receive a response and if the Proponent does not withdraw the enquiry, then the Owner may provide its response to all Proponents.

- 5) Notwithstanding the above:
- a) if one or more other Proponents submit an enquiry on the same or similar topic to an enquiry previously submitted by another Proponent as “Commercial in Confidence”, the Owner may provide a response to such enquiry to all Proponents; and
 - b) if the Owner determines there is any matter which should be brought to the attention of all Proponents, whether or not such matter was the subject of an enquiry, including an enquiry marked “Commercial in Confidence”, the Owner may, in its sole and absolute discretion, distribute the enquiry, response or information with respect to such matter to all Proponents.
- 6) The Owner reserves the right of the Contact Person to contact a Proponent (including by telephone) to clarify a written communication. Proponents may only rely on written communication from the Contact Person. Information offered from sources other than the Contact Person with regard to this RFP is not official, may be inaccurate, and should not be relied on in any way, for any purpose.

3.2.2 All New Information to Proponents by Way of Amendment

- 1) This RFP may be amended only by amendment in accordance with this section. If the Owner, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by amendment posted in the bidding system. Each amendment forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all amendments issued by the Owner.

3.2.3 Post-Deadline Amendments and Extension of Submission Deadline

- 1) If the Owner determines that it is necessary to issue an amendment after the Deadline for Issuing Amendments, the Owner may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify, and Supplement

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

3.3 NOTIFICATION AND DEBRIEFING

3.3.1 Notification to Other Proponents

- 1) In accordance with section 30 of the *Public Procurement Regulations*, once the Agreement is awarded by the Owner, the outcome of the RFP will be publicly posted at <https://www.merx.com/govnl> under Awarded Solicitations.

3.3.2 Debriefing

- 1) Proponents may request a debriefing within ten (10) business days after the award has been posted. All requests must be in writing to the RFP Contact. The RFP Contact will contact the proponent's representative to schedule the debriefing. Debriefings may occur in person at the Owner's location or by way of conference call or other remote meeting format as prescribed by the Owner. Note that requests for in-person meetings are discouraged, and will generally only be granted in rare circumstances. In-person meetings, when granted, will comply with any applicable Public Health guidelines or measures in place at that time.
- 2) The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. The debriefing process is not for the purpose of providing an opportunity to challenge the procurement process or its outcome. The Generic Debrief Template is available upon request and elaborates on the purpose of the debrief and the information that will be provided to bidders, successful or unsuccessful, who request it.

3.3.3 Supplier Complaint Process

- 1) Any proponent with concerns about the RFP process is required to attend a debriefing prior to proceeding with a protest.
- 2) If, after attending a debriefing, the proponent wishes to register a complaint regarding the RFP process, it must provide the complaint to the RFP Contact within fifteen (15) business days of the debriefing. The complaint must be in writing and must contain the following information:
 - a) the supplier's name and business contact information;
 - b) reference information respecting the RFP; and
 - c) a description of the complaint.
- 3) The Owner will review the complaint and respond to it within fifteen (15) business days of receiving it.

3.4 CONFLICT OF INTEREST AND PROHIBITED CONDUCT

3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- 1) in relation to the RFP process, the Proponent or member of the Proponent team has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - a) having or having access to confidential information of the Owner in the preparation of its proposal that is not available to other proponents;
 - b) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
 - c) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
 - d) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
 - e) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair;
- 2) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships, or financial interests:
 - a) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - b) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

- 1) The Owner may disqualify a proponent for any conduct, situation, or circumstances, determined by the Owner, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.
- 2) An existing supplier of the Owner or the Province may be precluded from participating in the RFP process in instances where the Owner or the Province has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair

advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

3.4.3 Disqualification for Prohibited Conduct

- 1) The Owner may disqualify a proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if the Owner determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

- 1) Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix D).

3.4.5 Proponent Not to Communicate with Media

- 1) To ensure that all public information generated about the Work is fair and accurate and will not inadvertently or otherwise influence the RFP process, the Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact. Any communication with the media and the public is to be coordinated with the Owner. The Proponents will notify the Owner of any request for information or interviews received from the media.

3.4.6 No Lobbying

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

3.4.7 Illegal or Unethical Conduct

- 1) Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the Owner or the Province; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Supplier Suspension

- 1) The Owner may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including but not limited to the following:
 - a) illegal or unethical conduct as described above;
 - b) the refusal of the supplier to honour its submitted pricing or other commitments;
 - c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Client's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
 - d) any conduct, situation, or circumstance determined by the Owner, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.
- 2) In advance of a decision to suspend a supplier, the Owner will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by the Owner in making its final decision.

3.5 CONFIDENTIAL INFORMATION

3.5.1 Confidential Information of the Owner

- 1) All information provided by or obtained from the Owner in any form in connection with this RFP either before or after the issuance of this RFP:
 - a) is the sole property of the Owner and must be treated as confidential;
 - b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
 - c) must not be disclosed without prior written authorization from the Owner; and
 - d) must be returned by the proponent to the Owner immediately upon the request of the Owner.

3.5.2 Confidential Information of Proponent

- 1) This procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015)*. A proponent must identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is requested to

be maintained by the Owner. The confidentiality of such information will be maintained by the Owner, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Owner to advise or assist with the RFP process, including the evaluation of proposals.

- 2) The proponent agrees that any specific information in its submission that may qualify for an exemption from disclosure under subsection 39(1) of the *ATIPPA, 2015* has been identified in its submission. If no specific information has been identified it is assumed that, in the opinion of the proponent, there is no specific information that qualifies for an exemption under the subsection 39(1) of the *ATIPPA, 2015*.
- 3) Contracting with the Owner is a public process. Information provided through this process will be disclosed when requested under the *ATIPPA, 2015*, except where disclosure of that information is harmful to the business' interests, as set out in the three-part test in the *ATIPPA, 2015*.
- 4) Information, including the financial value of a contract resulting from this procurement process, will be publicly released as part of the award notification process, in accordance with section 30 of the *Public Procurement Regulations*.
- 5) If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact. Further information relating to subsection 39(1) of the *ATIPPA, 2015* is provided in guidance documents available through the Office of the Information and Privacy Commissioner at <https://oipc.nl.ca/guidance/documents>.

3.6 PROCUREMENT PROCESS NON-BINDING

3.6.1 No Contract A and No Claims

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

3.6.2 No Contract until Execution of Written Agreement

- 1) This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the Owner by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

- 1) While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Owner to enter into an agreement for the Deliverables.

3.6.4 Cancellation

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

3.7 GOVERNING LAW AND INTERPRETATION

- 1) These Terms and Conditions of the RFP Process:
 - a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
 - b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
 - c) are to be governed by and construed in accordance with the laws of the province of Newfoundland and Labrador and the federal laws of Canada applicable therein.
 - d) The "Atlantic Provinces Standard Terms and Conditions" apply to this RFP and may be obtained from the Public Procurement Agency, or by way of the internet at: www.ppa.gov.nl.ca
 - e) Proponents should note that procurements falling within the scope of the Canadian Free Trade Agreement, the Atlantic Procurement Agreement, and/or the Canada-European Union Comprehensive Economic Trade Agreement are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this RFP.

3.8 RESERVED RIGHTS OF THE OWNER

- 1) These reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.
- 2) The Owner reserves the right, in its sole and absolute discretion, to:
 - a) waive any such defect, ambiguity, alteration, qualification, omission, inaccuracy, misstatement or failure to satisfy, and any resulting ineligibility on the part of the Proponent, or any member of the Proponent team and accept proposals that substantially comply with the requirements of this RFP;
 - b) independently consider, investigate, research, analyze, request or verify any information or documentation whether or not contained in any proposal;
 - c) request interviews or presentations with any, all or none of the Proponents to clarify any questions or considerations based on the information included in proposals during the evaluation process, with such interviews or presentations conducted in the sole and absolute discretion of the Owner, including the time, location, length and agenda for such interviews or presentations;
 - d) conduct reference checks relevant to the Work with any or all of the references cited in a proposal and any other persons (including persons other than those listed by Proponents in any part of their proposals) to verify any and all information regarding a Proponent, inclusive of its directors/officers and key individuals, and to conduct any background investigations that it considers necessary in the course of the RFP Process, and rely on and consider any relevant information from such cited references in the evaluation of proposals;
 - e) conduct credit, criminal record, litigation, bankruptcy, taxpayer information and other checks;
 - f) not proceed to review and evaluate, or discontinue the evaluation of any proposals and disqualify the Proponent from this RFP;
 - g) rescind a notice of selection or terminate a contract subsequently entered into if the proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
 - h) cancel this RFP process at any stage. They may then issue a new RFP for the same or similar deliverables;
 - i) call for quotes, proposals or tenders, or enter into negotiations for this Work or for work of a similar nature.

- 3) Without limiting the foregoing, the Owner may, in its sole and absolute discretion (and without further consultation with the Proponent), reject any proposal which in the opinion of the Owner:
 - a) is materially incomplete or irregular,
 - b) contains omissions, exceptions or variations (including any modifications),
 - c) contains any false or misleading statement, claims or information, or
 - d) contains any false statements, criminal affiliations or activities by a Proponent or Proponent team member.
- 4) To enable the Owner to take any one or more of the above-listed steps, the Owner may enter into separate and confidential communications of any kind whatsoever, with any person, including any Proponent. The Owner has no obligation whatsoever to take the same steps, or to enter into the same or any communications in respect of all Proponents and proposals, or in respect of any Proponent, including the Proponent whose proposal is the subject of the review or evaluation, as the case may be.
- 5) The review and evaluation, including the ranking, of any proposal may rely on, take into account and include any information and documentation, including any clarification, more complete, supplementary and additional or replacement information or documentation, including information and documentation obtained through any of the above-listed investigations, research, analyses, checks, and verifications.
- 6) Proponents may not submit any clarifications, information or documentation after the Submission Time without the prior written approval of the Owner or without an invitation or request by the Owner to do so.
- 7) If any information, including information as to experience or capacity, contained in a proposal is not verified to the Owner's satisfaction, the Owner may, in its discretion, not consider such cited experience, capacity or other information.
- 8) The Owner is not bound by industry custom or practice in taking any of the steps listed above, in exercising any of its discretions, in formulating its opinions and considerations, exercising its discretions in making any decisions and determinations, or in discharging its functions under or in connection with this RFP, or in connection with any Proponent, proposal, or any part of any proposal.

3.9 LIMITATIONS OF LIABILITY

- 1) By submitting a proposal, each proponent agrees that:
 - a) neither the Owner nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
 - b) the proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the Owner's decision to not accept the proposal submitted by the proponent, to enter into an agreement with any other proponent or to cancel this proposal process, and the proponent shall be deemed to have agreed to waive such right or claim.

- 2) Each Proponent on its own behalf and on behalf of the Proponent team and any member of a Proponent team:
 - a) Agrees not to bring any claim against the Owner or any of its respective employees, advisors or representatives for damages in excess of the amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal for any matter in respect of this RFP, including:
 - i) if the Owner accepts a non-compliant proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP; or
 - ii) if the Work or RFP process is modified, suspended or cancelled for any reason (including modification of the scope of the Work or modification of this RFP or both) or the Owner exercises any rights under this RFP; and
 - b) Waives any and all claims against the Owner, or any of their respective employees, advisors or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the Owner and the Proponent for any reason, including:
 - i) if the Owner accepts a non-compliant proposal or otherwise breaches or fundamentally breaches the terms of this RFP or the RFP Process; or
 - c) if the Work or RFP Process is modified, suspended or cancelled for any reason (including modification of the scope of the Work or modification of this RFP or both) or the Owner exercises any rights under this RFP.

3.10 INTERPRETATION

- 1) In this RFP:
 - a) Any action, decision, determination, consent, approval or any other thing to be performed, made, or exercised by or on behalf of the Owner, including the exercise of “discretion” or words of like effect, unless the context requires it, is at the sole, absolute and unfettered discretion of the Owner;
 - b) The use of headings is for convenience only and headings are not to be used in the interpretation of this RFP;
 - c) A reference to a Section or Schedule, unless otherwise indicated, is a reference to a Section of, or Schedule to, this RFP;
 - d) Words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
 - e) The word “including” when used in this RFP is illustrative only and is not to be read as limiting or exhaustive;
 - f) A reference to a “person” includes a reference to an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union or government Province; and
 - g) Each Appendix and Schedule attached to this RFP is an integral part of this RFP as if set out at length in the body of this RFP.

3.11 INSTRUCTIONS TO CONSULTANTS

1. If your firm is successful in this procurement process, you are responsible for managing the budget on behalf of the ultimate recipient to ensure the scope of work can be completed for the available funding. During your preliminary engineering and detailed design if the scope is required to change from what is outlined in this fee request or if additional work is required that will affect/impact the project budget then it will be your responsibility to inform the community and MI immediately before any further work is completed. If a scope change is warranted, a scope change form and/or new kml file must be completed and forwarded to MI for review and MI will forward for review by the funding partners. Please allow 4-6 weeks for scope change evaluation. Surplus funds are not available for additional work as per the Funding Approval Letter to the UR.
2. Please submit any supporting documentation pertinent to your proposal. All financial information regarding professional fees including hours used to calculate fees, travel time and expenses are to be provided. Please show Professional Fees calculated, based on level of effort, for each of the tasks outlined in the scope of work. For purposes of this fee request, **fees for regulatory permits shall be omitted.**
3. Automobile basic reimbursement rate to be used at **\$0.3444/km (excluding HST)** – (<https://www.gov.nl.ca/exec/tbs/working-with-us/auto-reimbursement/>) for this project. (as per treasury board rates at the time of signing the contract) – YOUR LEVEL OF EFFORT BREAKDOWN MUST USE RATES THAT EXCLUDE HST
4. Meal Rates as published on the following weblink:
<https://www.gov.nl.ca/exec/tbs/working-with-us/meal-rates/#rates> , **Breakfast - \$8.35, Lunch \$14.61, Dinner \$22.64 (excluding HST)** – ensure you use the correct numbers. (as per treasury board rates at the time of signing the contract) – YOUR LEVEL OF EFFORT BREAKDOWN MUST USE RATES THAT EXCLUDE HST
5. **Accommodation rates (all accommodation rates if used for private lodging (\$25.00 per night) shall be as per treasury board rates at the time of signing the contract)** – YOUR LEVEL OF EFFORT BREAKDOWN MUST USE RATES THAT EXCLUDE HST
See weblink: <https://www.gov.nl.ca/exec/tbs/working-with-us/accommodations/#private>
6. Expenses related to your fee proposal are to be submitted for **Resident Administration – Full Time and/or for Part Time / Site Visits / Inspections only**, as detailed in this consultant fee request and identified on the **Consultant Fee Proposal Response and Level of Effort**. Consultants are hereby instructed to provide expense related costing and back up for items related to **Resident Inspection – Full Time and for Part Time Service** – Inspections, substantial completion inspection, final completion inspection, commissioning and 10 month warranty inspection.

7. When supplying a price for Preliminary Engineering, Design and Contract Documents, Tendering and Contract Award, Contract Administration, Project Completion Phase and Record Drawings the following items **are considered incidental** and shall be costed as **lump sum** as indicated on the **Consultant Fee Proposal Response and Level of Effort**. These include such items as:

Preliminary Engineering – Including surveying, travel/mileage, meals or travel time required to perform this task.

Design and Contract Documents – including any travel/mileage, meals or travel time required to perform this task.

Tendering and Contracts Award – including any travel/mileage, meals or travel time required to perform this task.

Contract Administration – including any travel/mileage, meals or travel time required to perform this task.

Project Completion Phase and Record Drawings – including any travel/mileage, meals or travel time required to perform this task.-

And any and all costs associated with photo-copying, printing of contract(s) for approval package(s), tender packages, construction package(s), as-built package(s) internal review(s), printing of issued for construction drawing sets and specifications for contractors, internal staff or MI and all other potential expense related items to completing this work are considered incidental to your fee and should be costed as lump sum as indicated in the Consultant Fee Proposal Response. No back up required as they are to be bid lump sum as indicated.

Reimbursable Allowances are NOT part of this fee proposal – please DO NOT submit an amount for this item – It is identified as \$0.00 on the consultant fee response fee form. Allowances for testing will be negotiated with the successful bidder for the manner in which these services will be procured. You will be required to: **Arrange for sub-contractors for materials testing services etc., as deemed necessary, your fee is inclusive of performing this task for any and all geotechnical, materials testing and all other industry testing work associated with the typical project that you will be managing on behalf of the ultimate recipient. All materials testing procurements must conform to posted treasury board rates for meals and mileage.**

8. Any questions during the proposal stage can be directed by email to the RFP Contact as listed in this RFP. The question and resulting answer may be distributed to all proponents in the form of amendment.
9. Scheduled Project Completion date is firm and will be maintained.
10. **Proposals shall be valid for 60 days after submittal.**

11. Engineers must be individually licensed by Professional Engineers and Geoscientist of Newfoundland and Labrador (PEGNL) and the corporate entity must hold a valid PEGNL Permit to Practice for the discipline(s) to be undertaken.
12. **MANDATORY** - Proposals shall be submitted using the attached Consultant Fee Proposal Response – you must include your level of effort – you will be disqualified if you do not include the level of effort to support your Consultant Fee Proposal Response.
13. The successful proponent will be asked to update their milestone schedule once the project Design Brief is submitted and approved by the owner. Your updated schedule will be reviewed frequently for adherence to the overall schedule. Failure to maintain your submitted schedule may result in termination of your contract with the owner. This will be monitored once awarded so your schedule **MUST** be realistic for your firm's workload.
14. Successful proponent will enter into a Prime Consultant Agreement with the Town of Gander. A sample can be found on line at <https://www.gov.nl.ca/ti/mi/consultant-services/>
15. Your firm will be required to acknowledge the following: (mandatory requirement)

Your firm and employees (including Resident Inspectors) managing the project and contracts are knowledgeable and current with the understanding of all revisions of the Municipal Master Spec (weblink to current and past versions <https://www.gov.nl.ca/ti/mi/mwsr/>) and the interpretation thereof, and

keep accurate records of all issued Circulars by The Department (weblink to all issued circulars may be found here: <https://www.gov.nl.ca/ti/mi/circulars/>) and the interpretation thereof and they effect the work you are performing and how you manage your designs, projects and contracts.

*When you submit your fee on the attached **Consultant Fee Proposal Response and Level of Effort** you will be required to formally acknowledge this line item. Failure to acknowledge this line item will result in an incomplete submission and your fee proposal will not be considered, as it will be deemed non-compliant*

APPENDIX A – FORM OF AGREEMENT

The Form of Agreement will be the Municipal Infrastructure Division's Standard Form of Agreement between Client and Prime Consultant (Prime Consultant Agreement), latest version. Samples of this Agreement can be found at the following link:

<https://www.gov.nl.ca/ti/mi/consultant-services/#pca>

4 APPENDIX B – PROJECT DETAILS

4.1 BACKGROUND

The Town of Gander is a modern, progressive community that prides itself on the quality of life it offers residents while maintaining reasonable tax rates. The main economic industries for the town include transportation, communications, public administration and defense. In addition, a large portion of Gander's economy is driven by the service industry. As the commercial hub for a regional population of more than 85,000, the Town of Gander offers a full range of retail goods and services. Retail sales in the Town of Gander are estimated to be 2.5 times the national average for communities of comparable size and are fast approaching half a billion dollars annually.

Travel to Gander is accessible and convenient through Gander International Airport and the adjacent Trans-Canada Highway. Our central location, ample hotel accommodations and high quality sporting/convention venues has positioned Gander as a recognized hub for regional, provincial and Atlantic Canadian event hosting.

Gander's population has grown by ~26.5% since 2001 and is now estimated at 12,208 as of June 2022(Manifold Data Mining Inc.). Residential and commercial construction is consistently strong in Gander with above average growth in new home and commercial construction compared with similar size communities in the province.

There is **\$4,749,500** in project funding available through the Investing in Canada Infrastructure Program (ICIP). This funding is to cover all aspects of the project, including but not limited to engineering, construction and contingencies. For further information on contingencies, see the Capital Works Cost Contingency Allowance Policy located at <https://www.gov.nl.ca/ti/mi/apply-for-funding/> under Application Guidelines and Policies.

4.2 PROJECT DESCRIPTION

- 1) **The Town of Gander currently requires extensive retrofit for their Lake and Reservoir Pumphouses to improve and sustain potable water efficiency. This will improve operations reliability and capacity, address aging equipment and to increase pump capacity required to provide for population increase.**
- 2) **Project consists of technical upgrades to two pumphouse water supply systems in the Town of Gander. The scope of the project includes but not necessarily limited to: Lakeside pumphouse aged pumps and electrical system upgrades, upgrade communication via hard-wired link to other facilities, new Motor Control Center to regulate water flow, enabling of multiple pumps during power outages, fully automated SCADA upgrade and network improvements and integration to the towns existing SCADA system. Reservoir pumphouse rehabilitation including replacement of existing pumping skid with newly sized VFD pumps and other associated work associated with**

heat gain to the building interior. The town of Gander wishes to have upgrades pumps and motors control centers and to provide necessary cooling for control on interior space temperatures for more reliable operation. Other associated work includes replacement of all MCC's and all electronics associated with the operation of the facility. Design and replacement of all manual valves, surge tanks, traveling screen and piping from travelling screen to pumps. The project aims to reduce current backup power service incapacity, improve vital SCADA station monitoring and communications, and provide a long term water supply solution to: extend equipment lifespan; reduce outages and downtime; lessen risks; meet engineering ventilation codes; increase distribution reliability; handle water flow requirements more efficiently; save energy and reduce GHGs; and enhance pumping capabilities to meet ongoing and expected demand increases.)

- 3) Please refer to the attached engineering report and estimate for further details of the existing facility and conditions, as well as recommendations for the proposed upgrading. The attached reports shall be used as a guide only, The successful proponent shall confirm existing conditions and to provide a Project Overview Report for the proposed scope of work. No work shall be designed until the successful proponent reviews the current status of the as-built and to provide confirmation of the scope of work detailed in this RFP. The Town of Gander has made every effort to clarify the detailed scope of work but wish to be informed if an item has been missed. The successful proponent shall present the project Design Brief as detailed in this RFP to the stakeholders before any detailed design effort is undertaken.
- 4) It is the intent of the Town of Gander for the consultant procured under this RFP for Engineering Services to provide a new Project Overview Report - Pumphouse Upgrades. This report is being requested to allow the new consultant the ability to review all of the current systems that exist in both Pumphouse Locations (Lakeside and Reservoir) and to provide further guidance and back-ground information so that the design ultimately completed will address all of the aged infrastructure with an emphasis 1) Improved Operations and Reliability, 2) Improved access to potable water, 3) increase Pump Capacity for future population increase, 4) Climate Change Adaptation and extreme weather resiliency measures, 5) GHG reductions/emissions reduction through detailed design and equipment specifications, 6) possible efficiency of energy systems for building heating/cooling as interior space heating and cooling are becoming issues during summer and winter seasons, 7) Energy Efficiency of all systems. This report must be completed as soon as possible so that detailed design can be undertaken as early as possible.
- 5) The scope of work also includes the design associated with how to deal with maintaining water distribution while a major upgrade is undertaken. This is part of your design fee and shall be addressed in your new Project Overview Report. Given the nature of maintaining water and the required infrastructure upgrades proponents shall

assume up to a possible three tender calls for various phases of the work. The goal is to have a single tender call issued but if this is not possible then additional infrastructure packages with a phased approach may have to be utilized. This is within the successful proponent's scope of work for such a project.

- 6) It is the goal of the Town of Gander to have the new designs for both locations to incorporate environmental conservation and climate change mitigations measures as well as enhanced energy efficiencies and conservation. Please ensure your firm provides information through your reference projects that demonstrate suitable experience in this area. Your previous design efforts shall demonstrate your firm's ability to incorporate more efficient technology to resolve and address performance issues that are typical of pumping stations that require refurbishment.
- 7) The Honeywell Pumphouse Upgrade report was used in the development of a funding application by the town of Gander for this project. This report generally details the scope of work as described herein.
- 8) The project must adhere to the Newfoundland and Labrador Climate Change Lens Part 2: Assessment and Integration of Resilience and Mitigation Measures document, and completion of the NL Climate Change Lens Part 2 form must be completed prior to any construction on this project.
- 9) Proponents are advised that the final scope of work must be coordinated with the Owner and the Department of Transportation and Infrastructure (TI). Consultant's work is limited to the identified project description and location as found in this RFP and NO WORK is authorized to be completed outside of this scope of work unless authorized by the Regional Office of MI. Specific scope change forms are required for MI's review.

4.3 MATERIAL DISCLOSURES

- 1) N/A

4.4 PROJECT TIMELINES

- 1) It is the goal of the Owner to complete this project in a cost effective, efficient, and timely manner. Which includes having the project/construction beginning in the **Fall 2024 or Winter 2025** . It is also anticipated for the purpose of analysis that the construction will take place over **8 months**.
- 2) Consultant shall provide an update on the delivery schedule when submitting the Design Brief Form D just after completion of Preliminary Engineering and presentation to the Owner, MI and ECC.

4.5 FUNDING COST SHARED RATIOS

Total Project Cost	GST/HST Rebate	Total Eligible Costs	Federal Contribution	Provincial Contribution	Recipient Contribution
			40%	30%	30%
\$ 4,749,500	\$ 442,488	\$ 4,307,012	\$ 1,722,804	\$ 1,292,104	\$ 1,292,104

4.6 APPROVED PROJECT SCOPE – FUNDING PARTNERS

- 3) Project consists of consists of technical upgrades to two pumphouse water supply systems in the town of Gander. The scope of the project includes: -Lakeside pumphouse aged pumps and electrical system upgrades, new Motor Control Center to regulate water flow, enabling of multiple pumps during power outages, fully automated SCADA upgrade and network improvements. -Reservoir pumphouse rehabilitation including replacement of existing pumping skid with newly sized VFD pumps and HVAC upgrades. The project aims to reduce current backup power service incapacity, improve vital SCADA station monitoring and communications, and provide a long term water supply solution to: extend equipment lifespan; reduce outages and downtime; lessen risks; meet engineering ventilation codes; increase distribution reliability; handle water flow requirements more efficiently; save energy and reduce GHGs; and enhance pumping capabilities to meet ongoing and expected demand increases (see attached Engineering Report).
- 4) Consultant shall provide an update on the approved project scope when submitting the Design Brief Form A just after completion of Preliminary Engineering and presentation to the Owner, MI and ECC.

4.7 PROJECT ASSETS AND OUTCOMES

Project Assets and Outcomes Reconciliation Table		
Must be completed by the consultant as of Issued For Review submission to the Project Representative - MI		
	Expected Outcome(s) and Asset(s) – As of Funding Approval and Consultant Fee Request	Post Design Outcome(s) and Asset(s) prior to Tendering – Consultant to provide commentary
Outcome 1	Increased access to potable water	Consultant to provide commentary back to Project Representative when submitting Issued For Review documents
Asset 1	2 pump stations	Consultant to provide commentary back to Project Representative when submitting Issued For Review documents

- 1) Consultant shall provide an update on the approved assets and outcomes when submitting the Design Brief Form B just after completion of Preliminary Engineering and presentation to the Owner, MI and ECC.

4.8 PROJECT LOCATIONS – LAKESIDE PUMPHOUSE & WATER RESERVOIR FACILITIES





Photo 1: Gander Lakeside (left) and Reservoir (right) Pumphouses

- 1) Consultant shall provide an update on the approved project locations when submitting the Design Brief – Form C just after completion of Preliminary Engineering and presentation to the Owner, MI and ECC.

4.9 DESIGN STANDARDS

- 2) All Design Work must conform to Municipal Water, Sewer and Roads Master Construction Specification as published on the following link <https://www.gov.nl.ca/ti/mi/mwsr/#spec>
- 3) All Design Work for Buildings must confirm to the Transportation and Infrastructure NL Master Specification Guide for Public Funded Buildings as published at the following link <https://www.gov.nl.ca/ti/works/masterspec/masterspec/>
- 4) All Front End Documents must incorporate the latest editions of the documents in use by the Municipal Infrastructure division of Transportation and Infrastructure as published at the following link <https://www.gov.nl.ca/ti/mi/mwsr/#frontend>
- 5) All Proponents are advised to review periodically, and during all active design Projects, any and all circulars published by the division of Municipal Infrastructure; found at the following link <https://www.gov.nl.ca/ti/mi/circulars/>
- 6) All design work to be conducted in accordance with the following and any codes, standards, or guidelines referenced within the:
 - a) National Building Code of Canada, Latest Edition
 - b) National Fire Code of Canada, Latest Edition,

- c) NFPA 101: Life Safety Code, Latest Edition adopted by Province
- d) National Plumbing Code of Canada, Latest Edition,
- e) Canadian Electrical Code, Latest Edition
- f) National Energy Code of Canada, Latest Edition
- g) All Provincial Design Standards, Guidelines, and Policies in force, including but not limited to:
 - i) Guidelines for the Design, Construction and Operation of Water and Sewerage Systems,
 - ii) Build Better Buildings Policy
 - iii) Buildings Accessibility Act
 - iv) Transportation and Infrastructure Universal Design Standard, latest edition

4.10 ENQUIRIES

- 1) All enquiries regarding this RFP must be directed to the RFP Contact:

James Harty
Engineer III
Department of Transportation and Infrastructure – Municipal Infrastructure Division
Email: JamesEHarty@gov.nl.ca
Phone: 709-256-1054
- 2) All questions must be submitted in writing in accordance with Section 3.2.1. Any verbal representations, promises, statements or advice made by employees of the Owner other than written responses offered through the RFP Contact, should not be relied upon.

4.11 REPORTING STRUCTURE

- 1) The successful Proponent will report directly to the Owner:

James Blackwood
Director of Planning and Development
Town of Gander
Email: jblackwood@gandercanada.com
Phone: 709-651-5915
- 2) The successful Proponent shall maintain a communication structure that includes the Municipal Infrastructure Division and other significant stakeholders.

5 APPENDIX C – SCOPE OF WORK, DELIVERABLES, AND OTHER REQUIREMENTS

5.1 SCOPE OF WORK

- 1) The following scope shall be completed in accordance with latest editions of the Prime Consultant Agreement, and industry best practice. The Owner is looking for a proponent to complete the following scope of work, including but not limited to:

5.1.1 General Services, All Applicable Phases

- 1) Provide or engage an architect for all services related to the architectural integrity of the Work including building size, shape, appearance, and function; building codes, accessibility, fire life and safety codes, and authorities having jurisdiction requirements; building envelope and finishes, as related to the architectural field associated with this work.
- 2) Engage a structural engineer for all services related to the structural integrity of the Work including building foundations and superstructure and minor secondary supports such as loose masonry and steel lintels.
- 3) Engage a mechanical engineer for all services related to mechanical systems and their controls including; plumbing and drainage; heating, ventilating and air conditioning; fire protection; process piping and equipment; and other special systems.
- 4) Engage an electrical engineer for all services related to electrical systems and their controls including: normal and emergency power; lighting; communications; lightning protection; grounding; fire protection; access control; and other special systems.
- 5) Provide or engage a civil engineer for all services related to site services and site access including: water and sewer services; lanes, roads, and parking areas; site drainage and storm control systems; concrete curbs and sidewalks; and other special systems.
- 6) 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 status reports. See Cost Control in the General Requirements of the Prime Consultant Agreement (PCA).

5.1.2 Coordination Services, All Applicable Phases

- 1) Meet with Client and Consultants at the outset of the Project to establish project protocols, lines of communications and administrative procedures. Prepare and circulate minutes.

- 2) Hold regular Client meetings with Client, other project stakeholders, and when relevant, with Consultants to review the status of the Project, exchange information, provide recommendations, receive decisions and coordinate efforts. Hold meetings at intervals appropriate to the progress of the Project (generally monthly). Prepare and circulate minutes.
- 3) Hold regular Consultant coordination meetings with Consultants and, when relevant, with Client to review progress and coordinate efforts. Hold meetings at intervals appropriate to the progress of the Project (generally biweekly). Prepare and circulate minutes to the attendees as well as the Owner.
- 4) Maintain written records of information flow between Prime Consultant, Client, Consultants, authorities having jurisdiction and other Project stakeholders. Document information requested and provided, recommendations made and accepted, advice given and decisions taken.
- 5) Prepare project reports, including key information flow between Prime Consultant, Client, Consultants, authorities having jurisdiction and Project stakeholders. Document Project status, design, proposed materials, components and building systems, schedule, Construction Budget, Construction Cost Estimate, information requested and provided, recommendations made and accepted, advice given and decisions taken. Obtain and coordinate input from Consultants. Provide to Client and Consultants at:
 - a) end of Pre-Design Phase,
 - b) end of Concept Design Phase,
 - c) end of Design Development Phase,
 - d) when Construction Documents Phase is 50% complete, and
 - e) end of Construction Documents Phase.
- 6) Coordinate the services of each Consultant identified in the agreement with the Prime Consultant services and with the services of all other Consultants identified in the agreement.
- 7) Prime Consultant will have to obtain permission from the administrator of the Municipal Support Information System (MSIS), and Municipality or Local Service District, before using MSIS for payment processing for Consultant Services and/or Contractor Services as applicable.
- 8) Contractor payments and Prime Consultant invoices must be upload as a progress status reports, along with all backup invoices, etc. through the Municipal Support Information System (MSIS). Prime Consultant invoice must mirror the schedules in the Prime Consultant agreement for amounts payable to the Prime Consultant according to the scope of work and deliverables as required by the terms of an Agreement with the Owner. The Prime Consultant

shall submit updated schedules along with project status reports that reflect current status and revised forecasted completion.

5.1.3 Authorities Having Jurisdiction Services, All Applicable Phases

- 1) Review applicable statutes, regulations, codes and by-laws, acts, and where necessary review with authorities having jurisdiction, so that necessary regulatory consents, approvals, licenses and permits may be obtained.
- 2) Prepare documents for building permit application for Client or owner's signature and assist with submission of the application.

5.1.4 Flood Risk – Climate Change

- 1) Consultants to be aware of Flood Risk Mapping and the proposed design must incorporate all current available data.
 - a) Provide a high-level overview of how climate change tools will guide and influence project requirements, in consultation with MI. Tools are found at the following links:
 - i) Climate Change Information for Newfoundland and Labrador (including IDFs, sea level and coastal erosion data) are available at: <https://www.gov.nl.ca/ecc/occ/climate-data/>
 - ii) Flood Risk Mapping Studies for Newfoundland and Labrador (including GIS and AutoCAD files) are available at: <https://www.gov.nl.ca/ecc/waterres/flooding/frm/>

5.1.5 Pre-Design Phase Services

- 1) Chair a Kick-off meeting with Municipal Infrastructure (MI) and client prior to any work activity. Templates will be provided by MI. Provide minutes of the meeting to all parties.
- 2) Review and analyse Client's stated objectives for the project and advise.
- 3) Review any client provided environmental site assessments for the site or hazardous materials assessment for the facility if deemed necessary.
- 4) Undertake technical investigations of existing building materials, components and systems and equipment and advise on a range of possible actions.
- 5) Complete any necessary hazardous materials assessments for existing facilities if required. Hazardous materials assessments are not part of the scope of work but any suspect materials shall be discussed with the owner and the owner will perform any assessments required..
- 6) Convert drawings provided by Client to another appropriate format.

- 7) Prepare measured drawings of existing conditions.
- 8) Review drawings, visit Project site and take measurements to satisfy that drawings are reasonably accurate in their representation of the existing premises.
- 9) Prepare a photographic record of existing conditions.
- 10) Based on functional program, site conditions and constraints, time of construction, and known construction economics, prepare a Construction Cost Estimate. Advise Client accordingly through project Design Brief Submission.
- 11) Review Project site and assess its suitability to accommodate the Client's Project.
- 12) Review for sun paths, wind conditions, temperature and precipitation data, climate change effects, flood risk mapping, and historical storm surge high water mark for nearby bodies of water for any areas considered part of your scope of work.
- 13) Provide a project **Design Brief** to the owner, MI and ECC.
 - a) Project Design Brief - Consultants are required to submit a project Design Brief at the end of the Preliminary Engineering task. The project **Design Brief** must be presented to the UR, MI and ECC and if your firm has any questions or if you have identified any issues such as missing information, geotechnical requirements, funding issues, incorrect project descriptions, kml conflicts, etc., then you must disclose this information at this time.
 - b) Once all parties agree with the submitted **Design Brief** and your firm has a clear understanding of the deliverables and schedule, then you will be required to update the following from your original Consultant Fee Response delivery schedule: See project Design Brief included in this consultant fee request.
 - o Design and Contract Documents
 - o Issued for Review Document Package
 - o Permit Application
 - o Permit to Construct
 - o Issued for Tender Document Package
 - o Tender Date
 - o Tender Close
 - o Contract Award
 - o Construction Start
 - o Substantial Performance
 - o Construction End
 - o Ten Month Warranty Inspection
 - o Project Completion

5.1.6 Construction Documents Phase Services

- 1) Based on the Client approved design development documents and updated Construction Budget, prepare for Client's review and approval, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the Work.
- 2) Submit Construction Documents - Submit Construction Documents to Client for formal review at 75% and 100% completion.
- 3) Advise the Client of any adjustments to the Construction Cost Estimate, including adjustments indicated by changes in requirements and general market conditions. Provide:
 - a) an updated Class "B" Construction Probable Cost when the Construction Documents are 75% completed, and
 - b) a Class "A" Construction Probable Cost when they are fully completed
- 4) Prepare Bidding Requirements and Construction Contract Conditions - Obtain instructions from and advise Client on the preparation of the necessary bidding requirements, bid forms, and form of Construction Contract(s).
- 5) Prepare Bidding Requirements for Alternative Prices – Identify and specify requirements for alternative prices to be submitted with bids as required.
- 6) Prepare Bidding Requirements for Unit Prices – Identify and specify requirements for unit prices to be submitted with bids as required.
- 7) Bidding Requirements for Multiple Bid Packages - Prepare multiple bid packages as required for sequential bidding of trade contracts and multiple Construction Contracts if required.
- 8) Submit final Construction Documents to Client and obtain Client's approval to proceed to the Bidding/Negotiation Phase.

5.1.7 Proposal/Tendering And Contract Award

- 1) Preparation of tender review documents and drawings, and issuance an electronic copy to MI for review and approval to tender.
- 2) Preparation of issued for tender documents and drawings, and issuance of an electronic copy to Transportation and Infrastructure Tendering and Contracts for advertisement, after approval to tender is issued.
- 3) Organize pre-bid site meetings for bidders if required.
- 4) Respond to and address questions raised by bidders during the bid period.

- 5) Prepare and issue amendments during bid period and before award of Construction Contract(s).
- 6) Review all bids and submission documents for compliance, and report to Client.
- 7) Assist the Client with Construction Contract negotiations.
- 8) Assist the Client with Construction Contract negotiations.
- 9) Receive bonding, insurance, NLCSA and WorkplaceNL certificates, and other required documents for Client's review and acceptance.
- 10) Assemble Construction Contract for legal review and signature by the contracting parties, after approval to award is issued.

5.1.8 Contract Administration Services

- 1) Coordinate and chair a pre-construction meeting with the contractor, Client, and MI to establish project protocols, lines of communications and administrative procedures. Record meeting minutes, and circulate to all attendees. Pre-construction meeting template will be provided by MI.

5.1.8.1 Prime Consultant Chaired Site Meetings

- 1) Organize and direct site meetings with Contractor, major sub-contractors, Client and Consultants to review the progress of the Work, address emerging concerns and coordinate efforts.
- 2) Prepare and issue meeting minutes.

5.1.8.2 Contractor Chaired Site Meetings

- 1) Attend all site meetings chaired by the Contractor.
- 2) Review and comment on meeting minutes prepared by the Contractor.
- 3) During either Prime Consultant or Contractor Chaired 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.

5.1.8.3 Update Construction Documents

- 1) Update and issue revised Construction Documents to incorporate amendments and negotiated changes made during the Bidding/Negotiation Phase.

5.1.8.4 Submittals

- 1) Review and take appropriate action with reasonable promptness on all Contractor's submittals required by the Construction Contract.

5.1.8.5 Requests for Information (RFI's)

- 1) Receive RFIs from Contractor and respond.

5.1.8.6 Supplemental Instructions

- 1) Prepare and issue supplemental instructions as required for clarification of the requirements of the Construction Documents.

5.1.8.7 Contemplated Change Notices, Change Orders and Change Directives

- 1) Prepare contemplated change notices with required drawings and specifications, evaluate Contractor's proposals, and prepare change directives and change orders for the Client's approval in accordance with the Construction Contract.

5.1.8.8 Inspection and Testing Services

- 1) Provide assistance in having inspection and testing companies perform services as required by the Construction Contract, receive and review their reports and report to Client.

5.1.8.9 Contractor's Proposed Substitutions

- 1) Evaluate substitutions proposed by the Contractor and make any resulting necessary revisions to the Construction Documents.

5.1.8.10 Services Necessitated By Default of Client or Contractor

- 1) Provide services necessitated by the default of the Contractor or the Client under the Construction Contract, or by major defects or deficiencies in the Work of the Contractor.

5.1.8.11 Services Related to Replacement of Damaged Work

- 1) Provide consultation concerning replacement of Work damaged by fire or other cause during construction and provide services related to replacement of such Work.

5.1.8.12 Evaluation of Extensive or Unreasonable Claims

- 1) Evaluate an extensive or unreasonable number of claims by the Contractor or others.

5.1.8.13 Payment Certification

- 1) Receive and assess the Contractor's applications for payment and determine amounts payable by the Client under the Construction Contract. Upload all progress status reports, backup invoices, etc. through the Municipal Support Information System (MSIS).

5.1.8.14 Deficiency Review

- 1) Review Contractor's list of outstanding and deficient Work. Identify incomplete Work and defects and deficiencies in the Work. Report in writing to the Client, Contractor, and Consultants.

5.1.8.15 Record Drawings

- 1) Prepare record drawings showing changes to the Work made during construction based on as-built drawings (marked up prints) and other data submitted by the Contractor.

5.1.8.16 Close-out Submittals

- 1) Review and take appropriate action with reasonable promptness on all Contractor's close-out submittals required by the Construction Contract. Issue a Substantial Performance Certificate and Total Performance Certificate as required. Prepare, with the contractor, a plan for correction of deficiencies prior to Total Performance. Substantial Completion inspection must be performed JOINTLY with the owner, the Town of Gander.

5.1.8.17 Systems Demonstrations

- 1) At the completion of construction coordinate with the Contractor, and if appropriate, Consultants to conduct systems demonstrations for the Client's operations personnel.

5.1.8.18 Lien Legislation Certification

- 1) Issue certification as and when required by lien legislation applicable at the Place of the Work.

5.1.8.19 Ready for Take-Over Certification

- 1) Issue certification as and when required by the Construction Contract. Issue a Total Performance Certificate.
- 2) Consultants to be aware that they will be required to provide a Final and Total Performance
- 3) Status Report, marked as such, to MI in MSIS to close out the project(s). Consultants will be required to provide a Final Status Report, marked as such, for their own invoicing.

5.1.8.20 Project Records Drawings

- 1) Review, coordinate, and receive contractor's as-built drawings and ensure they are formatted and incorporated into AutoCAD format for distribution to the Owner and MI.

5.1.8.21 Commissioning Services

- 1) The consultant to provide commissioning services as a quality assurance process that spans the entire concept, design, construction, and start-up process – including the first year of operation –ensuring that the all new systems are operating as designed for the first year of operation.
- 2) Provide or engage an Architect for commissioning services related to architectural components and design intent.
- 3) Engage a mechanical engineer for commissioning services related to mechanical systems and their controls.
- 4) Engage an electrical engineer for commissioning services related to electrical systems and their controls.
- 5) Provide or engage a civil engineer for commissioning services related to the civil systems and their controls.
- 6) Confirm all components within the system and design are accepted and deficiencies are corrected.
- 7) Develop a Commissioning Plan for all major systems.
- 8) Confirms the contractor's implementation of the architect's design as defined in the contract documents and all components are operational as intended.
- 9) Have the trades responsible prove or test systems prior to witnessing by the owner's agent.
- 10) Verify that all prerequisites to testing are in place; review and witness test procedures and acceptable results. **Prime Consultant to allow for cost of one (1) site visit for Engineer to witness Pre-commissioning Verification. Costing is covered under B1-5 – Part Time Resident Service – Inspection during construction. This visit shall include member of your team that are required to complete this task (Mechanical, Electrical and other members of suitable competency and expertise. Your firm must make the call on the team member required but the owner reserves the right to discuss participants list and background in order to affirm the proper members are present. If people are added after the fact this will be your cost as it will be deemed as a deficient group for the scope of work in this RFP)**

- 11) After Pre-commissioning Verification is signed off and acknowledged as all systems working as intended, then full Commissioning of all systems will be scheduled and completed. Prime Consultant to allow for cost of one (1) site visit for Engineer to witness. Costing is covered under B1-5 – Part Time Resident Service – Inspection during construction. This visit shall include member of your team that are required to complete this task (Mechanical, Electrical and other members of suitable competency and expertise. Your firm must make the call on the team member required but the owner reserves the right to discuss participants list and background in order to affirm the proper members are present. If people are added after the fact this will be your cost as it will be deemed as a deficient group for the scope of work in this RFP)
- 12) Total Visits for pre-commissioning plus commissioning (including training) equals 2 full visits by a team of engineers in Mechanical/Electrical and Civil and other disciplines as required for the scope of work of the project. It is very likely that the commissioning will occur over 2 days or longer so please allow for suitable time on site for these tasks as no adjustments will be made to this task if you become the successful bidder.
- 13) After sign-off by the contractor, the consultants will then certify their recommendation of acceptance.
- 14) Ensure the owner's building operator is provided a training exercise by the various trades to demonstrate the operation and maintenance of all the mechanical and electrical control systems.
- 15) Before training begins, ensure the owner's building operator has the complete and accurate operating and maintenance manuals, a description of the systems' intended operations;, and the warranties and information outlining maintenance contracts.
- 16) During the first year of operation, it is necessary to confirm the performance of mechanical or electrical systems which are used primarily during a certain season of the year.

5.1.9 Resident Services During Construction (Resident Project Representative (RPR))

- 1) General
 - a) The RPR is Prime Consultant representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2) Schedules

- a) Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

3) Conferences and Meetings

- a) Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4) Level of Effort for Full and Part Time Resident Inspection Services.

- a) Full and part time Resident Inspection Services are required. For the purposes of this proposal, the number of hours are to be based on 10 hour working days, 5 days a week, for 3 weeks, for a total of 150 hours. Travel time for the inspector is not to be included in Resident Inspection Hours.

5) Liaison

- a) Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
- b) Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
- c) Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6) Interpretation of Contract Documents

- a) Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

7) Shop Drawings and Samples

- a) Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

8) Modifications

- a) Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

9) Review of Work and Rejection of Defective Work

- a) Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b) Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

10) Inspections, Tests, and System Start-ups

- a) Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c) Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

11) Records

- a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, amendments, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b) Prepare a daily report or keep a diary or log book (as required during Full Time Resident Inspection activities), recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed

conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c) Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d) Maintain records for use in preparing Project documentation.
- e) Upon completion of the Work, furnish original set of all RPR project documentation to Engineer.

12) Reports

- a) Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c) Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d) Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

13) Payment Requests

- a) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14) Certificates and Operation and Maintenance Manuals

- a) During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15) Completion

- a) Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b) Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- c) Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

5.1.10 Post Construction Phase Services

- 1) Prior to the end of the contract warranty period, undertake a review for defects or deficiencies and notify the Contractor in writing of items requiring attention.
- 2) Prime Consultant to cost one (1) site visit for Warranty Inspection.

5.2 THE DELIVERABLES

Deliverables for the above should include, but are not limited to:

- 1) Copies of Contract Documents and drawings, including signed copies. Including but not limited to:
 - a) Issued for Review Drawings
 - b) Issued for Tender Drawings
 - c) Issued for Construction Drawings
 - d) Contract documents for signature between Ultimate Recipient and Contractor (e.g. Agreement Between Owner and Contractor)
- 2) The Successful Proponent shall obtain and maintain to the satisfaction of the Owner all insurance policies required that relate to the Work.
- 3) Conduct preliminary site visit for collection of field information. Where the location of infrastructure is unknown (including sub-surface), or in doubt, the consultant should locate the infrastructure using a CCTV inspection (if required the Owner will pay) , infra-red technology, ground penetrating radar, or other non-destructive methods. Cost for preliminary site visit to be carried under A1-1 - Preliminary Engineering – Lump Sum.
- 4) Detailed topographical or any other survey to be included in level of effort under Preliminary Engineering. Cost for this is to be carried under Preliminary Engineering.

- 5) Prepare schedule of quantities and pre-tender estimates.
- 6) Completion and submission of the NL Climate Change Lens Part 2 form to Regional MI Office for review and approval prior to any construction. This form must demonstrate how the current design has adopted and utilized the principles of the Provincial Climate Lens Part 2 Guidance Document.
- 7) Preparation of **tender review** documents and drawings, and issuance an electronic copy to TI for approval to tender.
- 8) Preparation of issued for tender documents and drawings, and issuance of an electronic copy to Tendering and Contracts Division of Transportation and Infrastructure, after approval to tender is issued.
- 9) Various estimates as noted and a pre-tender estimate.
- 10) Apply to regulatory bodies or authorities having jurisdiction for required project permits. Owner may pay directly but consultant is responsible for application. Cost for permit applications to be covered under Council's Other Costs, and therefore not to be included in this proposal. These bodies may include but are not limited to:
 - i) ECC (Environment), DFO, Transportation and Infrastructure, DGSNL, Crown Lands, NL Hydro, Easements, Other as required.
- 11) Submission of revised Issued for Approval Drawings to regulatory bodies and authorities having jurisdiction.
- 12) Tender call services including placement of tender advertisement with Tendering and Contracts and addressing inquiries from potential bidders.
- 13) Review tender results and make recommendation of contract award to Owner and TI.
- 14) Preparation of issued for construction documents (if required) and drawings, and issuance of an electronic copy to TI.
- 15) Utilize MI's Template for Meeting Minutes for the Pre-Construction meeting. Request file DOC/2021/04161.
- 16) Submission of the NL Climate Change Lens Part 2 form prior to any construction.
- 17) Letter of recommendation to award contract.
- 18) Review for conformance letter of approval for relevant contractor documentation (i.e. Bonding, insurance, NLCSA and WorkplaceNL certificates, etc.).

- 19) Completion of Form 14 – Daily Contract Time Control Sheet – completed for submitted monthly during construction, and Form 18 – Daily Site Report – completed daily and submitted monthly during construction phase.
- 20) Review shop drawings.
- 21) Coordination of project with contractor and Owner.
- 22) Preparation of monthly project status reports and contract payment certificates for all phases covered under the consultant's scope of work (i.e. design, construction, etc.). The consultant shall upload all progress status reports, backup invoices, etc. through the Municipal Support Information System (MSIS). The backup invoices must mirror the schedules in the consultant agreement for amounts payable to the consultant according to the scope of work and deliverables as required by the terms of an Agreement with the Owner. The consultant shall submit updated schedules along with project status reports that reflect current status and revised forecasted completion. Monthly project status reports, contract payments and other relevant MI Forms (Form 6, 7, etc.).
- 23) Preparing any necessary change orders and issue to TI with recommendation for their review and approval prior to completion of work.
- 24) Arrange for sub-contractors for materials testing services etc., as deemed necessary.
- 25) Site inspection
- 26) Full Time – For full time inspection, proponent to provide hourly rates for **150** estimated hours of resident inspection. To be read in conjunction with Section 6.1.9 Resident Services During Construction (Resident Project Representative (RPR)) subsection 4 of this RFP. These costs to be shown on your Fee Proposal Response section B1-1.
- Part Time – proponent to cost eight (8) site visits to for monthly/milestone inspections.** These costs to be shown on your Fee Proposal Response section B1-2.
- 27)
- 28) **Perform a Substantial Performance inspection** and prepare deficiency list. Confirm correction/completion of deficiencies. Prepare, with the contractor, a plan for correction of deficiencies prior to Total Performance. Submit plan to Owner and TI for review. **Proponent to allow for cost of one (1) Site Visits for this task.** - These costs to be shown on your Fee Proposal Response section B1-3.
- 29) **Pre-commissioning and Commissioning** of all systems, with commissioning report provided. A Site Visit is required for Commissioning, and may be completed during resident inspection. To be read in conjunction with Section 6.1.8.21 Commissioning Services and sub section 10, 11 & 12. **Proponent to allow for cost of two (2) site visit for Engineer to witness.**

- These costs to be shown on your Fee Proposal Response section B1-5. As described in various sections of this RFP for scope of work required.

30) **Final Completion Inspection.**

Proponent to cost one (1) site visit for Final Completion. - These costs to be shown on your Fee Proposal Response section B1-4.

31) **One year warranty inspection** complete with report prior to warranty expiration.

Proponent to cost one (1) site visit for Warranty Inspection. - These costs to be shown on your Fee Proposal Response section B1-6.

32) Preparation and issuance of an electronic version (DWG and PDF) of as-built drawings

33) As-built drawings, in AutoCAD, and PDF format. Other formats may be required, per the needs of the Ultimate Recipient. To be submitted to the Ultimate Recipient and Regional Engineer within two months of substantial performance of the project.

34) Certificates of Substantial Performance and Total Performance. These certificates will use the MI Standard forms (e.g. Form 12 and Form 13) from the Master Specification.

35) Commissioning report for all new and upgraded or refurbished systems.

36) Upon completion of services or upon earlier termination of the Agreement provide all Confidential Information acquired during the performance of the services.

37) Test Results - Compaction, Asphalt, Concrete, Sieve, Water Quality, air balancing,, air quality, etc. from Testing Agency (as applicable). The consultant shall provide written recommendations as to the acceptability of all contractor's quality control test results and include the documentation with the monthly status report.

38) Stamped shop drawings, approved materials cut sheets, and quarry approval.

39) One year warranty inspection report prior to warranty expiration.

40) Monthly meetings with minutes.

41) Operation and Maintenance Manuals.

42) Prime Consultants and/or Consultants must provide documentation from a training provider certified in Newfoundland and Labrador demonstrating that all field personnel have completed a construction awareness program (at least every three years) which must include, but not limited to, the following topics:

Currently NLCSA offers a Construction Worker Safety course (online) that meets the minimum requirement of the topics for the Construction Awareness Program. Prime Consultants and/or Consultants can check with other service providers to determine if other certified service providers have training meeting the requirements outlined below. Prime Consultants and/or Consultants should contact a service provider of their choice and ask them to provide the required training so that all of the topics below are covered.

- a) Confined Space Entry,
- b) Electrical Hazards,
- c) Fall Protection,
- d) Personal Protective Equipment – the basics,
- e) Power Line Hazards Navigation of Overhead Wires,
- f) Safe Driving – Backing Up,
- g) Scaffolding and ladder safety awareness,
- h) Standard First Aid and CPR,
- i) Mandatory Safety Reporting by the Prime Consultant
- j) Trench and Excavation safety awareness,
- k) Occupational health and safety orientation,
- l) General Blasting
- m) Transportation of Dangerous Goods, and
- n) Workplace Hazardous Materials Information System (WHMIS).

THIS DOES NOT MEAN YOU HAVE TO COMPLETE AND PROVIDE TRAINING CERTIFICATES FOR ALL OF THESE TOPICS, IT MEANS THE AWARENESS PROGRAM OF YOUR CHOICE HAS TO ADDRESS EACH OF THESE TOPICS. INDIVIDUAL COURSES MAYBE COMPLETED TO FULFILL THE OBLIGATION OR YOU MAY CHOOSE TO COMPLETE THE CONSTRUCTION WORKER SAFETY COURSE OFFERED ONLINE BY NLCSA. IT IS UP TO YOU TO PROVIDE THE

DOCUMENTATION TO SUPPORT THE REQUIREMENT. YOUR FIRM WILL BE RESPONSIBLE FOR IDENTIFYING SPECIFIC TRAINING FOR YOUR EMPLOYEES THAT MAY REQUIRE DEPENDING ON THE WORK TASKS AND HAZARDS IDENTIFIED DURING EXECUTION OF THE SSSP.

- 43) When required, Proponents will provide the Certificates for field staff based on who is scheduled to work on what site.
- 44) The Consultant shall ensure that individual safety training is completed by those working on site specific to the project, e.g. if the work requires inspection of confined space, the individual performing such inspections shall be trained and certified to do so.
- 45) The Deliverables
- a) Copy of signed Form of Agreement (Prime Consultant Agreement), per Appendix A.
 - b) Copies of Contract Documents and drawings, including:
 - i) PCA, Tender, etc.
 - ii) Issued for Approval Drawings
 - iii) Issued for Tender Drawings
 - iv) Issued for Construction Drawings
 - c) Pre-tender estimate.
 - d) Approval from regulatory bodies for required project-specific permits (ECC/Environment, DFO, TI, etc.).

Letter of recommendation to award contract.

5.2.1 Additional Notes On Basic Services And Deliverables

In addition to the project specific scope of work outlined in Section B and C, the following deliverables are required:

- 1) A written overview of how climate change tools will guide and influence project requirements, in consultation with MI. Update the written overview and provide all updates to the Client and MI as designs progress from initial or conceptual to final design. Tools are found at <https://www.gov.nl.ca/ecc/occ/climate-data/>
- 2) Architectural and Engineering consultants are hereby advised that upon successful award of the Prime Consultant Agreement (PCA) you will be required to submit a Site Specific Safety Plan (SSSP) for the work tasks for your entire scope of work. Please review the Mandatory Safety Reporting by the Prime Consultant located at <https://www.gov.nl.ca/ti/mi/consultant-services/#safety>.
- 3) Architectural and Engineering consultants are advised to review the entire document as it outlines the relative responsibilities of the Principal Contractor, Prime Consultant(s) and Contractor(s) for this execution of the project scope. A template SSSP has been generated for your use and it must be completed in conjunction with your employer obligations as mandated by the Occupational Health and Safety Act and Regulations. Some of these

responsibilities are outlined in the Responsibilities of the Prime Consultant in the PCA. No work will commence on the project until a copy of the SSSP is forwarded to the Principal Contractor (Owner) and Municipal Infrastructure for review and acceptance. Where resident site services are required, the resident inspector and any other professional visiting the site are to be safety trained by the Newfoundland and Labrador Construction Safety Association or approved equivalent for the work to be undertaken at the project site. Safety training certificates are to be presented for all personnel required to visit construction site as per the requirements set forth in SSSP. Any and all costs associated with the execution of SSSP and training of your staff and all deliverables outlined are considered part of your submitted proposal cost.

5.3 AGREEMENT FOR SERVICES

- 1) The Agreement for services will be adjusted for the scope of work undertaken if it differs from the statement herein. Fees should be estimated using "Level of Effort" methodology. Itemized expenses such as meals, private vehicle usage, private lodgings and other incidental expenses will be paid on the basis of Government approved Basic Rates. All other expenses and reimbursable allowances will require supporting documents to be provided for payment. Rates provided in the RFP will form the basis of the PCA. Reimbursement of expenses shall not exceed those rates as submitted in the RFP. These amounts are to be calculated less the HST and shown on the schedule included herein for the duration of the project.

5.4 MANDATORY SUBMISSION REQUIREMENTS

5.4.1 Submission Form (Appendix D)

Proponents should refer to the instructions attached to the solicitation for the Appendix D – Submission Form requirements and provide all required information in accordance with the instructions provided in the bidding system.

5.4.2 Proof of Insurance

Consulting firms are required to provide their Professional and Commercial Insurance Certificates as part of submission. This is confirmation of insurance for the current year of practice.

5.4.3 Summary of Consultant Information

- 1) Consultants are hereby asked to provide the following with their response to this RFP.
- 2) Contact Person – as per Article 8 of the PCA
- 3) Legal Company Name
- 4) Address of the firm
- 5) Phone Number of the firm
- 6) Fax Number of the firm
- 7) Email Address for Contact Person

5.4.4 Separation of Technical and Pricing Proposals

- 1) Proponents must ensure they have submitted both Technical Proposal and Pricing Proposal, and that there is no Pricing information included in the Technical Proposal.

5.4.5 Pricing

- 1) Each proposal must include pricing information that complies with the instructions set out below.

5.4.6 Other Mandatory Submission Requirements

N/A.

5.5 MANDATORY TECHNICAL REQUIREMENTS

- 1) Architectural and engineering consultants must have a valid License to Practice in the province of Newfoundland and Labrador; Architects from the Architects Licensing Board of Newfoundland and Labrador (ALBNL); Engineers must be individually licensed by Professional Engineers and Geoscientists of Newfoundland and Labrador (PEGNL) and the corporate entity must hold a valid PEGNL Permit to Practice for the discipline(s) to be undertaken.

5.6 PRE-CONDITIONS OF AWARD

- 1) Where resident site services are required the resident inspector and any other professional visiting the site is to be safety trained by the Newfoundland and Labrador Construction Safety Association, or an approved equivalent, for the work to be undertaken at the project site. Safety training certificates are to be presented, prior to contract being awarded, for all personnel required to visit construction sites. Any and all costs associated with the execution of a Site Specific Safety Plan (if required under Appendix C) and training of your staff and all deliverables outlined are considered part of your submitted proposal cost.

5.7 EVALUATION CRITERIA

- 1) The following sections set out the categories, weightings and descriptions of the evaluation criteria for both stages of the RFP. Proponents who do not meet a minimum threshold score for the Non-Price Rated Criteria (Technical Proposal) will not proceed to the next stage of the evaluation process.

5.7.1 Technical Evaluation Criteria

- 1) The following categories, weightings and descriptions will be used in the initial evaluation of rated criteria during Stage II of the evaluation process (Evaluations), described in Part II of this RFP. These criteria apply to initial proposals by all proponents.
 - a) Proposal Response Content must conform to section page limits outlined in this section; pages in excess of limits will not be assessed.
 - b) In order to facilitate the evaluation of the proposals, Proponents are asked to structure their proposals in the order of the evaluation criteria using the same headings. Proponents may refer to different sections of their proposals by identifying the specific paragraph and page number if the subject topic has previously been addressed. Note that it is not the responsibility of the evaluation team to exhaustively search through response documents organized otherwise to find and evaluate response content.
 - c) In their proposal, Proponents should clearly demonstrate their understanding of the requirements present in this RFP and explain how they will meet these requirements.

Proponents should demonstrate their experience, capability and describe their approach in a thorough, concise and clear manner.

- d) The proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated.
- e) Unless explicitly requested in this RFP, no response information may be presented in a supplemental appendix or annex to a Proposal. Any such inclusions will not be considered in the RFP review and evaluation.

2) Weight Factors and Evaluation Scoring

- a) The Weight Factor Descriptions Table (Table 1), along with the categories, scores and sub-scores outlined in the Technical Proposal Scoring Table (Table 2) will be used in the evaluation of rated criteria during the evaluation process (Evaluations), described in this RFP. These criteria apply to proposals by all proponents.

Weight Factor Descriptions	Weight
Deficient – the Response fails to meet the requirements of the applicable RFP references and associated scoring criteria in a suitable and documented manner. The Response has little merit and fails to demonstrate that the work will be performed in an acceptable manner.	0%
Poor – The Response fails to meet the requirement of the RFP references and associated scoring criteria in a suitable and documented manner. The response has some merit, but there are significant weaknesses that could result in unacceptable shortcoming in the performance of the work.	10% - 30%
Fair – the Response barely meets the requirements of the applicable RFP references and associated scoring criteria in a suitable and documented manner. The response has substance but there are weaknesses that could result in tolerable or reasonably correctable shortcoming in performance of the work.	40% - 60%
Good - the Response reasonably demonstrates that the requirements of the applicable RFP references and associated scoring criteria are met in a documented and suitable manner. The response is comprehensive but there are minor weaknesses that should not significantly impact the performance of the work.	70% - 80%
Excellent - the Response fully demonstrates that the requirements of the applicable RFP references and associated scoring criteria are met in a documented and suitable manner. There are no apparent weaknesses.	90% - 100%

Table 1 - Weight Factor Descriptions Table

EVALUATION CRITERIA	SUB SCORE	SECTION SCORE
Technical Proposal		
1. Project Approach		30
1.1. Project Work Plan	10	
1.2. Project Management Plan	8	
1.3. Climate Change Integration Plan	4	
1.4. Project Risks, Constraints, Limitations	4	
1.5. Value Added Information	4	
2. Delivery Schedule		6
2.1. Work Plan Key Activities Outlined	2	
2.2. Work Plan Key Deliverables Outlined	2	
2.3. Delivery Timeline Reasonable and Achievable	2	
3. Reference Projects		27
3.1. Reference Project #1		
3.1.1. Similar to this Project	3	
3.1.2. Proponent Role Similar to this Project	3	
3.1.3. Challenges and Mitigation Strategies Outlined	2	
3.1.4. Climate Change Measures Outlined	1	
3.2. Reference Project #2		
3.2.1. Similar to this Project	3	
3.2.2. Proponent Role Similar to this Project	3	
3.2.3. Challenges and Mitigation Strategies Outlined	2	
3.2.4. Climate Change Measures Outlined	1	
3.3. Reference Project #3		
3.3.1. Similar to this Project	3	
3.3.2. Proponent Role Similar to this Project	3	
3.3.3. Challenges and Mitigation Strategies Outlined	2	
3.3.4. Climate Change Measures Outlined	1	
4. Organizational Chart		7
4.1. Project Team Identified	3	
4.2. Team Member Roles and Responsibilities Identified	3	
4.3. Project Reporting Structure Identified	1	
Technical Proposal Evaluation Score		/ 70

Table 2 – Technical Proposal Scoring Table

5.7.2 Technical Proposal Content (for Non-Price Rated Criteria)

5.7.2.1 Table of Contents

- 1) Proposals should include a table of contents properly indicating the section and page of numbers of the information included. Note that the Table of Contents will not be scored.

5.7.2.2 Executive Summary

- 1) One page maximum.
- 2) Responses shall include an abstract of no more than one (1) page on the information presented in the proposal and the Proponent's unique qualifications and services.
- 3) An affirmation is to be provided in the Executive Summary that any specific materials deemed by the Proponent to be Confidential have been identified.
- 4) Content in the Executive Summary is for summary purposes only, and will not be evaluated in the consideration of criteria outlined in the Evaluation Chart.

5.7.2.3 Project Approach (Project Approach – Evaluation Criteria 1.1 to 1.5)

- 1) Up to four pages – pages after this limit will not be assessed
- 2) The Proponent, demonstrating clear understanding, shall identify the following:
 - a) **Project Work Plan** - for organizing and executing the project scope and project objectives;
 - b) **Project Management Plan** - including Stakeholder (i.e. Owner, MI, others) engagement process throughout the project, and integration of the Proponent's Quality Management Process;
 - c) **Climate Change Integration Plan** - Plans for integrating climate change information in the project deliverables;
 - d) **Project Risks, Project Constraints, and Project Limitations** - that may impact the project delivery and success, and how they will each be mitigated;
 - e) **Value Added** - Information that the Proponent specifically brings to the project.
 - f) Proponents are advised that their proposals must demonstrate and identify costs for Engineering, Construction and Contingencies to meet the project funding identified. and
 - g) Value Added Information that the Proponent specifically brings to the project.

5.7.2.4 Delivery Schedule (Evaluation Criteria 2.1, 2.2, 2.3)

- 1) One page - pages after this limit will not be assessed. The schedule presented shall be in the form of a Gantt chart, identifying start and finish dates for key project activities and dates for deliverables identified in the work plan. Completion dates for each project and work plan phase must be provided. Your Gantt must chart **MUST BE** a Gantt chart and address the items in a, b, c below. **Failure to provide a Gantt chart will result in a score of zero (0).**
 - a) **Work Plan Critical Activities Outlined** – identify key work plan activities on the Gantt chart.
 - b) **Work Plan Key Deliverables Outlined** – identify key deliverables identified on you Gantt chart.
 - c) **Delivery Timeline Reasonable and Achievable** – please ensure the Gantt chart has identified timelines that are reasonable and achievable.
- 2) The Proponent shall provide a work schedule, in the form of a Gantt chart, identifying start and finish dates for key project activities and dates for deliverables identified in the work plan. Completion dates for each project and work plan phase must be provided.
- 3) For documentation requiring review by the Owner, please allow three weeks from the time the information is provided to the Owner until a reply is received. For the purposes of the work schedule, refer to Appendix B for project timelines. For scheduling purposes only, please allow three weeks from the RFP closing date to the notification of the successful proponent.

5.7.2.5 Reference Projects (Section 3 of Evaluation Criteria – 3.1, 3.2, 3.3)

- 1) One page per project - pages after this limit will not be assessed.
- 2) The Proponent must provide three (3) Reference Projects undertaken and completed within the past five (5) years. Reference Project information must be documented in the “Project Reference Form” template format provided in **Appendix E (8.1.1 and 8.1.2 for each project listed)** at the end of this document. If more than three reference projects are submitted, only the first three will be considered.
- 3) Reference project examples must demonstrate the Proponent’s expertise and practical experience in: infrastructure of similar or equal scope, value, complexity, and/or delivery method; overcoming challenges met throughout the project; and any actions or considerations taken in the design to address climate change. See the “Project Reference Form” template in **Appendix E (8.1.1 – project Reference Form)** for the full outline of reference project information sought.

- 4) Reference Project examples provided need not be limited to only those projects that are fully complete, but submission of ongoing projects as references must still demonstrate the Proponent's expertise and practical experience. It will be up to the discretion of the Evaluation Committee to determine the suitability of an ongoing project as a reference project, and ongoing project examples provided will be evaluated correspondingly.
- 5) Each reference shall consist of one project.

5.7.2.6 Organizational Chart

- 1) One page - pages after this limit will not be assessed
- 2) An organizational chart is to be provided, indicating:
 - a) Names and organizations of Proponent team members, including all sub-consultants, involved in the project;
 - b) Specific Roles and Responsibilities of key all team members; and
 - c) Project Lines of Responsibility and Reporting as they relate within the organization, to the Owner, MI, Proponent, and any other applicable organization.
- 3) The Proponent shall provide a completed "Key Personnel" form for each team member presented in the Organizational Chart as an appendix to their submission. The "Key Personnel" form is presented in Appendix E at the end of this document. Key Personnel forms are to be limited to one (1) page per person identified. Pages in exceedance of this limit will not be considered.
- 4) The Organizational chart will be used in the negotiation of the Prime Consultant Agreement; any changes in the key personnel at that time must be approved by the Owner.

5.7.3 Financial Evaluation Criteria

- 1) The following categories, weightings and descriptions will be used in the final evaluation of rated criteria during Stage IV of the evaluation process (Ranking, Notice to Proponent, and Execution of Agreement), described in Part II of this RFP. These criteria will apply only to those proposals that achieved a minimum overall score of 60% of the maximum score on the Non-Price Rated Criteria (Technical Proposal).

Technical Proposal Evaluation Score		/ 70
Pricing Proposal		
5. Pricing Proposal (Provided in the separate MERX folder)		30
5.1. Lowest Cost of Service (See Section I below)	30	
Pricing Proposal Evaluation Score		/ 30
Total Score		/ 100

Table 3 - Final Scoring Table

5.8 PRICE EVALUATION METHOD

- 1) Pricing is worth **30** points of the total score.
- 2) Proponents who have met the minimum score required on the Non-Price Rated Criteria (Technical Proposal) will have their Pricing Proposal considered. Pricing will be scored based on a relative pricing formula using the proposed total cost. Each proponent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

$$\text{Points Awarded} = \left(\frac{\text{Lowest Cost Financial Proposal}}{\text{Financial Proposal Being Evaluated}} \right) \times \text{Financial Proposal Total Points}$$

5.8.1.1 Instructions on How to Provide Pricing

- 1) Proponents shall submit their pricing information electronically within the bidding system.
- 2) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- 3) Unless otherwise indicated in the requested pricing information, rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including

any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

5.8.1.2 Schedule of Rates and Fees

- 4) All financial information regarding professional fees including hours used to calculate fees, travel time and expenses are to be provided in the separate Pricing Proposal file.
- 5) For purposes of this RFP, fees for regulatory permits will be indicated in Appendix F.
- 6) Any cost associated with site surveying work shall be contained within the level of effort breakdown and provided in Schedule II. If surveys are unable to be self-performed by the proponent, please obtain a quoted price and provide in Appendix F, Schedule II.
- 7) Requests for other fees such as optional site visits shall be presented on a separate sheet attached to the enclosed schedules.
- 8) The Proponent shall show Professional fees calculated, based on level of effort, for each of the tasks outlined in the work plan, and further outlined in Appendix B and Appendix C. This summary should include any services not itemized, but deemed necessary by the Proponent. Fees shall be provided in Schedule II, found in Appendix F of this proposal.
- 9) This section of the proposal should also include:
 - a) Hourly rate of personnel;
 - b) Their relative participation (number of hours); and
 - c) Disbursements.
- 10) For site visits:
 - a) Provide number of visits for lead designers and technologists involved in the design, contract administration, closeout, commissioning and required number of visits to the site(s). Include a one year warranty inspection complete with report prior to warranty expiration. Include deficiency visits and reports as outlined in the scope of work in Appendix C.
 - b) Provide anticipated hourly rates for site visits including travel time and resident inspector(s), for the duration of the project.
 - c) Provide itemized expenses for site visits, resident services and general administration. Meals, private vehicle usage, private lodgings and other incidental expenses will be paid on the basis of Government approved Basic Rates. All other expenses will require supporting documents to be provided for payment. Rates provided in the RFP will form

the basis of the PCA. Reimbursement of expenses shall not exceed those rates as submitted in the RFP.

- 11) Where the number of hours for inspection services is prescribed by the Project-specific Terms of Reference or Scope of Work, fees for inspection services are to be based on the number of hours provided. Additions or reductions to the number provided will be considered a mathematical error, and bid price will be adjusted to match the hours required.

6 APPENDIX D – SUBMISSION FORM

Proponents should refer to the instructions attached to the solicitation for the Appendix C – Submission Form requirements and provide all required information in accordance with the instructions provided in the bidding system.

1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Owner and the proponent unless and until the Owner and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

4. Non-Binding Pricing

The proponent has submitted their pricing in accordance with the instructions in the RFP. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or

altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Amendments

The proponent is deemed to have read and taken into account all amendments issued by the Owner prior to the Deadline for Issuing Amendments.

6. Communication with Competitors

For the purposes of this RFP, the word "competitor" includes any individual or organization, other than the proponent, whether or not related to or affiliated with the proponent, who could potentially submit a response to this RFP.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the proponent declares that:

- (a) it has prepared its proposal independently from, and without consultation, communication, agreement or arrangement with any competitor, including, but not limited to, consultation, communication, agreement or arrangement regarding:
 - (i) prices;
 - (ii) methods, factors or formulas used to calculate prices;
 - (iii) the quality, quantity, specifications or delivery particulars of the Deliverables;
 - (iv) the intention or decision to submit, or not to submit, a proposal; or
 - (v) the submission of a proposal which does not meet the mandatory technical requirements or specifications of the RFP; and
- (b) it has not disclosed details of its proposal to any competitor and it will not disclose details of its proposal to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the proponent has communicated or intends to communicate with one or more competitors about this RFP or its proposal, the proponent discloses below the names of those competitors and the nature of, and reasons for, such communications:

7. No Prohibited Conduct

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

8. Conflict of Interest

The proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the Owner within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

9. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Owner to the advisers retained by the Owner to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

7 APPENDIX E – PROJECT REFERENCE AND KEY PERSONNEL REFERENCE TEMPLATES

7.1.1 Project Reference Form

Project Location

Insert location here

Client

Name of Client

Client Contact #

Project Type

Insert project type

Services

Services proponent was responsible for providing

Duration

Start Date: date

End Date: date

Approved Funding

Total Approved Funding

Final Project Cost

Total Final Cost

Key Proponent Roles

The role the awarded proponent will play throughout duration of project

Key Project Staff Role

Include all significant persons involved and what their role was in reference project, and how it relates to proposed project

Project Description

Insert project description/scope of work here

Role of Proponent

Describe the role the awarded proponent played throughout the life of the project

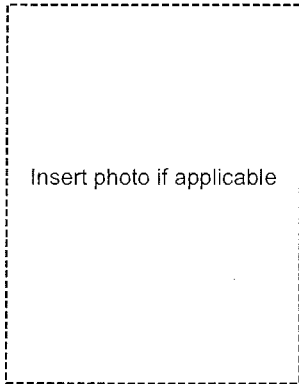
Challenges

Describe the challenges involved with the project and give a detailed description of how they were overcome

Climate Change Adaptation/Mitigation Measures Incorporated

Describe how climate change adaptation/mitigation measures were incorporated in to the project, or provide a rationale for why they were not. If there were no climate change adaptation/mitigation measures included in the reference project, outline how they may be considered in retrospect

7.1.2 Key Personnel Form



Name

Insert name here

Title

Title and Professional designation

Experience

Detail years of experience relevant to the project

Contact

Provide contact information for personnel

Role for Proposed Project

Insert description of the involvement and role that this person will play throughout the life of the proposed project

Reference Project Role

Describe the primary role/level of involvement/main responsibilities of the individual throughout the life of the reference projects (where applicable), detailing the level of experience gained and how this relates to their proposed project position

Reference Project 1:

Name of Project, year completed and role of Personnel *Name of Project, year completed and role of Personnel*

Reference Project 2:

Name of Project, year completed and role of Personnel

Reference Project 3:

Name of Project, year completed and role of Personnel

8 APPENDIX F – PRICING FORMS

8.1 SCHEDULE II - BASIC AND OTHER ADDITIONAL SERVICES FEES

Consultant Fee Proposal Response

Fee

Consultant Fee Proposal Response		Fee
Project Scope of Work - to be read in conjunction with item 6 of Instruction to Consultants of the Consultant Fee Request – NO BACK UP REQUIRED FOR EXPENSES – lump sum pricing A1 TO A5		
A1-1	Preliminary Engineering – Lump Sum Pricing inclusive of all expenses	\$0.00
A1-2	Design and Contract Documents – Lump Sum Pricing inclusive of all expenses	\$0.00
A1-3	Tendering and Contracts Award – Lump Sum Pricing inclusive of all expenses	\$0.00
A1-4	Contract Administration – Lump Sum Pricing inclusive of all expenses	\$0.00
A1-5	Project Completion Phase and Record Drawings – Lump Sum Pricing inclusive of all expenses	\$0.00
Resident Inspection (below) – Full Time and Part Time Resident Inspection – back-up required for these services only on your level of effort pricing - to be read in conjunction with item 5 of Instruction to Consultants of the Consultant Fee Request – Prequalified Supplier List – Second Stage Competitive Process		
<i>Other Additional Services (at cost) - List Additional Required Services as required: Please note that meal rates and mileage rates as posted on the government sites INCLUDE hst so exercise caution on how you calculate expenses (payment to be remitted to the consultant on the basis of scope of work confirmed complete and submission of Form 14 and Form 18 - unit price basis of payment</i> COST EACH LINE ITEM INDIVIDUALLY		
B1-1	Resident Inspection (Full Time) – 150 - hrs as per consultant fee request – Labour Only	\$0.00
B1-2	Part Time Resident Service – 8 - Inspections during Construction as per fee request – Labour Only	\$0.00
B1-3	Part Time Resident Service – 1 - Substantial Inspection as per fee request – Labour Only	\$0.00
B1-4	Part Time Resident Service – 1 - Final Completion Inspection as per fee request – Labour Only	\$0.00
B1-5	Part Time Resident Service – 2 – Commissioning as per fee request – Labour Only (Team of Mechanical /Electrical/Civil as required for the task) 1 pre-commissioning visit (Team) + 1 commissioning (Team) – More than 1 day	\$0.00
B1-6	Part Time Resident Service – 1 - 10 month Warranty Inspection as per fee request – Labour Only	\$0.00
Service: Project Expenses for Professional Services – ENSURE YOU CONFORM TO POSTED GOVERNMENT RATES AND HST APPLICABILITY – Expenses related to B1-1, B1-2, B1-3, B1-4, B1-5, B1-6 to be entered on the C1-1 below. Meal Rates - https://www.gov.nl.ca/exec/hrs/working-with-us/meal-rates/ Breakfast- \$8.35, Lunch - \$14.61, Dinner- \$22.64 (all HST excluded) Automobile Reimbursement Rates - https://www.gov.nl.ca/exec/hrs/working-with-us/auto-reimbursement/ Jan 1 – Jan 31, 2024- \$0.3444 (HST excluded)		
C1-1	Enter EXPENSES ONLY – level of effort backup required (HST Excluded) related to: B1-1 + B1-2 + B1-3 + B1-4 + B1-5 + B1-6 = Enter Total in the cell to the right	\$0.00
	Sub-Total Basic and Other Services Fees (excluding HST)	\$0.00
D1-1	HST (on sub total above)	\$0.00
	Total Fee – (HST Inclusive)	\$0.00

* per Treasury Board Rates at time of signing contract. Rates available at <https://www.gov.nl.ca/exec/hrs/working-with-us/meal-rates/> and <https://www.gov.nl.ca/exec/hrs/working-with-us/auto-reimbursement/>. HST to be removed before applying the value to the form above.

Please note Schedule II is not included in this RFP Proposal or Response. Any required work covered under reimbursable allowances will be negotiated with the successful proponent.

Reimbursable Allowances are NOT part of this fee proposal – please DO NOT submit an amount for this item – It is identified as \$0.00 on the fee response fee form

Allowances for testing will be negotiated with the successful bidder for the manner in which these services will be procured. You will be required to: Arrange for sub-contractors for materials testing services etc., as deemed necessary, your fee is inclusive of performing this task for any and all geotechnical, materials testing and all other industry testing work associated with the typical project that you will be managing on behalf of the ultimate recipient. All materials testing procurements must conform to posted treasury board rates for meals and mileage.

Consultants are advised that Resident Inspection (full time) and Part Time service must be completed and billed for full days or visits only as requested in this consultant fee request. Pre-authorization is required by Regional Engineer for partial days or trips. Additional inspections, etc will be billed at fee proposal submission rates as if they were unit prices for each task. Any item not completed shall not be invoiced for payment.

(Mileage, Meals, Private Accommodations rates shall be as per treasury board rates at the time of travel or incurred expenses.)

Hourly Rates for this Project

Additional work or changes in scope may occur. Please provide hourly rates for all discipline staff that will be assigned to this project and the fee for any additional work on an hourly basis if required and approved by the Regional Engineer. These fees will be in force for the entire duration of the project. Prior approval is required before the work is completed. **Changes to the project team shall not be made without approval from Transportation and Infrastructure – MI Division.**

Professional	Rate	Assigned Team member
Senior Engineer		
Intermediate Engineer		
Junior Engineer		
Senior Architect		
Architect		
Architect Intern		
Senior Technologist		
Intermediate Technologist		
Junior Technologist		
Senior Technician		
Intermediate Technician		
Junior Technician		
Administrator		
Electrical Engineer (name the firm and person included in the fee proposal response)		
Other: Example – Sub-discipline team member or another engineering firm Add as required		

We have resources available to complete the design within the prescribed schedule. – Please acknowledge

Acknowledgement and Accountability of your firms personnel – Knowledge and Understanding – Municipal Master Spec and all Departmental Circulars – If this box is not selected you will be disqualified

Your firm and employees (including Resident Inspectors) managing the project and contracts are knowledgeable and current (all past and current revisions) with the understanding of all revisions of the Municipal Master Spec (weblink to current and past versions <https://www.gov.nl.ca/ti/mi/mwsr/>) and the interpretation thereof

and keep accurate records of all issued Circulars by The Department (weblink to all issued circulars may be found here: <https://www.gov.nl.ca/ti/mi/circulars/>) and the interpretation thereof and they effect the work you are performing and how you manage your designs, projects and contracts.

Resume Attached – Proposed Resident Inspector – (if applicable)

As per the consultant Fee Request the Resident inspector must have at least three years of experience in municipal infrastructure water and sewer projects and be competent with the all revision of the Municipal Master Specification and the interpretation thereof and with all circulars issued by the department in relation to the design, project and contract management of construction projects. Please submit inspector resume with the proposal submission to ensure compliance. **Proposals submitted without an inspector will not be accepted by the owner.**

Other Comments

9 APPENDIX G – GUIDANCE DOCUMENT AND CLIMATE LENS

The following is the Guidance Document and Climate Lens Part 2 – Form for submission for the detailed scope of work in this RFP. It shall be completed and forwarded to the regional office of TI-MI after the design has been completed.

Guidance Document

Guidance Document
NEWFOUNDLAND AND LABRADOR CLIMATE CHANGE LENS PART 2:
ASSESSMENT AND INTEGRATION OF RESILIENCE AND MITIGATION MEASURES

What is the Newfoundland and Labrador Climate Lens?

- The Newfoundland and Labrador Climate Lens seeks to ensure the integration of climate change considerations into the planning, design, and development of all infrastructure projects that receive any financial support from the provincial government.
- The Newfoundland and Labrador Climate Lens is a two-step process:
 - **Step 1** - All entities seeking provincial funding for infrastructure (hereinafter referred to as 'applicants') confirm that they have integrated climate change considerations into the planning, design, and development of their project including their project budget and workplan; and
 - **Step 2** – Once their application has been approved, applicants demonstrate, using this guidance, how they intend to integrate measures to reduce greenhouse gas emissions and build resilience to climate change into the planning, design and development of the project, and subsequently report on how this affected the project from both a quantitative and qualitative perspective. While the applicant will be responsible for providing this information to the Department of Municipal Affairs and Environment, this information may be prepared by a lead consultant at the request of the applicant, providing the applicant approves the information submitted.

Why Implement a Climate Lens?

- The science is clear. Climate change is happening and the impacts are already been felt. The Government of Newfoundland and Labrador has committed to tackle climate change through (i) reducing greenhouse gas emissions and (ii) improving resilience to the impacts of climate change such as extreme precipitation, flooding, coastal erosion, and permafrost melt.
- Climate change is projected to bring warmer, wetter and stormier weather conditions across Newfoundland and Labrador. All regions will experience changes, ranging from an increase of up to 7.3°C in the winter and up to 3.8°C in the summer, with the most significant impacts expected for northern Labrador. Extreme precipitation and weather events are expected to increase in both frequency and intensity.
- These changes will impact infrastructure, and it is essential that all infrastructure investments take into account both projected climate change risks and impacts, and the need to reduce greenhouse gas emissions to help prevent further adverse impacts in future.
- The objective of this guidance document is to provide templates for applicants and consultants to help facilitate completion of the Newfoundland and Labrador Climate Lens by:
 - Quantifying changes in climate projections that could result in increased risks, impacts and vulnerabilities to a project; and
 - Quantifying climate change mitigation considerations associated with a project.
- If you have any questions, please contact: climatechange@gov.nl.ca

Resilience to Climate Change

- Available resources to facilitate completion of the climate change resilience section of the Newfoundland and Labrador Climate Lens are described in Table 1, focusing on temperature change, precipitation change, sea level rise and coastal erosion, and overland flooding. Tables 2 to 5 then provide more detailed templates for applicants to quantify how climate change can impact a project.
- This will assist applicants respond to questions 1.1 to 1.3 of the Newfoundland and Labrador Climate Lens and will better allow applicants to respond to questions 1.4 to 1.6 by identifying potential risks as required by the Newfoundland and Labrador Climate Lens.

Table 1: Overview of Guidance and Available Resources – Adaptation and Resilience

Table	Area of Focus	Available Data	Resource links
2	Temperature Change	Projections are available for 22 locations on the island of Newfoundland and 7 locations in Labrador. The projections compare change from the end of the last century to the mid- and late-21st century. Applicants can select locations closest to their project in completing the Lens.	https://www.exec.gov.nl.ca/exec/occ/climate-data/index.html (see Temperature Projections hyperlink)
3	Precipitation Change	General precipitation projections are available for 22 locations on the island of Newfoundland and 7 locations in Labrador. The projections compare change from the end of the last century to the mid- and late-21st century. Applicants can select locations closest to their project in completing the Lens.	https://www.exec.gov.nl.ca/exec/occ/climate-data/index.html (see Precipitation Projections hyperlink)
4	Extreme Precipitation	Projections for extreme precipitation events are available for 14 locations on the island of Newfoundland and 6 locations in Labrador. The projections compare change from the end of the last century to the mid- and late-21st century. Applicants can select locations closest to their project in completing the Lens.	https://www.exec.gov.nl.ca/exec/occ/climate-data/index.html (see list of hyperlink locations in table on webpage)
5	Sea level rise and coastal erosion	Sea level rise and sea level allowance projections are available for three locations on the island of Newfoundland (St. John's, Argentia and Port aux Basques) and one location in Labrador (Nain). An additional regional sites that may be referred is Harrington Harbour, QC (north shore). Sea level allowance is a measure that allows a user to incorporate both sea level rise and increased sea surge in siting infrastructure. The projections compare change from the end of the last century by decade to the end of the 21st century. Applicants can select locations closest to their project in completing the Lens. Coastal erosion monitoring stations are available for approximately 120 locations, including 112 locations on the island of Newfoundland and 8 in Labrador. Applicants can select locations closest to their project in completing the Lens.	http://www.dfo-mpo.gc.ca/Library/353519.pdf (See Appendix B.2) https://geoatlas.gov.nl.ca/Default.htm (See Coastal Monitoring section)
No table provided	Flood risk mapping	Flood risk maps are available for approximately 40 locations on the island of Newfoundland. Climate change projections are included for 11 locations. The maps describe 20- and 100-year flood plains. Applicants located at these locations can utilize these maps in completing the Lens (no template is provided in the guidance for flood risk mapping).	https://www.mae.gov.nl.ca/waterres/flooding/frm.html

**Table 2: Suggested Temperature Variables for mid- and late-century
(Applicants may include other variables based on their particular project)**

Variable	Project examples	Adjacent location 1	Adjacent location 2	Other locations (one column per location)	Average (all identified locations)
Change in minimum daily temperature	Projects for which the freeze-thaw cycle is important				
Number of days with frost					
Change in heating degree days and cooling degree days	Building heating and cooling systems				

**Table 3: Suggested Precipitation Variables for mid- and late-century
(Applicants may include other variables based on their particular project)**

Variable	Project examples	Adjacent location 1	Adjacent location 2	Other locations (one column per location)	Average (all identified locations)
Change in maximum 3 day precipitation (mm)	Projects that include reservoirs (dams, water supply systems) or drainage systems				
Change in number of days with 10+ mm precipitation	As above, plus projects adjacent to the coastline and may be impacted by coastal erosion				
Change in 90th percentile of precipitation (mm)	As above				

**Table 4: Suggested Extreme Precipitation Variables for mid- and late-century
(Applicants may include other durations (from 5 minutes to 12 hours) and return periods (ranging from 1-in-2 to 1-in-50 years) based on their particular project)**

Variable	Project examples	Adjacent location 1	Adjacent location 2	Other locations (one column per location)	Average (all identified locations)
1-in-10 year storm, 24 hours (mm) Median expected change Maximum expected change	Projects with wood structures (e.g., walking trails)				
1-in-25 year storm, 24 hours (mm) Median expected change Maximum expected change	Buildings (e.g., roofing materials)				
1-in-100 year storm, 24 hours (mm) Median expected change Maximum expected change	Transportation projects (e.g., bridges)				

Table 5: Sea Level Rise and Sea Level Allowance Projections
 (Applicants may include other years based on their particular project)

	Project Types	Projected Change in Sea Level	Projected Change in Sea Level Allowance
2030	Projects adjacent to the coastline (e.g., breakwaters, marinas, wastewater systems, walking trails, buildings, coastal roads)		
2050			
2070			
2090			
2099			

Climate Change Mitigation

- Table 6 provides an overview of project areas for which greenhouse gases may be quantified and outlines information requirements that applicants will need to provide. Tables 7 to 10 then provide calculation templates for applicants to quantify greenhouse gas emissions. Applicants should focus on areas that they control or own, and should exclude energy consumed by suppliers outside their control. Further details are provided in Tables 7 to 9.
- Completion of these tables will assist applicants respond to questions 2.1 to 2.3 of the Lens and will better allow applicants to respond to questions 2.4 to 2.6 by identifying areas of highest energy consumption. This will in turn allow applicants to identify mechanisms to reduce both energy use and greenhouse gas reductions, which is required by the Newfoundland and Labrador Climate Lens.

Table 6: Overview of Guidance and Information Requirements - Mitigation

Table	Project Phase	Areas of focus	Information Needed
7	Construction phase	Energy consumption and associated greenhouse gas emissions, excluding water treatment	Anticipated electricity consumption (KWh) Anticipated litres of fuel consumed by fuel type (gasoline, diesel fuel, etc.)
8	Operations phase Building replacements and upgrades	Energy consumption and associated greenhouse gas emissions, excluding water treatment	Existing and anticipated annualized electricity consumption (KWh) Existing and anticipated annualized litres of fuel consumed by fuel type (gas, diesel, etc.)
9	Operations phase New buildings	Energy consumption and associated greenhouse gas emissions, excluding water treatment	Anticipated annualized electricity consumption (KWh) Anticipated annualized litres of fuel consumed by fuel type (gas, diesel, etc.)
10	Water and wastewater (energy)	Energy consumption and associated greenhouse gas emissions related to water treatment	Existing and anticipated annualized water and wastewater use (m ³)
11	Wastewater treatment (non-energy)	Methane emissions associated with wastewater treatment	Number of residents serviced by type of wastewater treatment

**Table 7: Construction phase
Energy-related GHGs (excluding water treatment)**

- GHG emissions from users that are not directly contracted or owned by the project owner, such as energy used to generate heat by asphalt providers, or transportation services provided by building suppliers and wholesalers, should be excluded.
- GHG emissions associated with water treatment, and GHG emissions associated with land use change (e.g., forest clearing) should also be excluded.

Fuel type (if available and relevant)	Examples	Unit	Annual KWh or litres from project-related sources consumed during project construction	GHG conversion factor: (tonnes) (starting 2020)	Annual GHG emissions (tonnes)
			A	B	C (A x B)
Building electricity (island and Labrador on-grid)	Heating, appliances and lighting in temporary construction buildings	KWh		0.0	0.0
Building electricity (off-grid diesel generation)		KWh		0.0008	
Gasoline	Owned and contracted gas vehicles	Litres		0.0023	
Diesel	Owned and contracted diesel vehicles	Litres		0.0027	
Light fuel/heating oil	Heating and appliance use in temporary construction buildings	Litres		0.0027	
Propane	Heating and appliance use in temporary construction buildings Owned and contracted propane vehicles	Litres		0.0015	
Kerosene	Heating and appliance use in temporary construction buildings	Litres		0.0025	

On-grid electricity factor assumed to be 0.0 for the island of Newfoundland starting 2020.

**Table 8: Operations Phase – Replacement or Upgrading of Existing Buildings
Energy-related GHGs (excluding water treatment)**

- GHG emissions from users that are not directly contracted or owned by the project owner, such as from transportation services for couriers providing delivery services to a building, GHG emissions associated with water treatment, and GHG emissions from non-energy sources should be excluded.
- Water treatment is separately included below.

Fuel type (if relevant)	Examples	Annual KWh or litres consumed from project-related sources			GHG conversion factor (tonnes starting 2020)	Annual GHG emissions (tonnes)		
		Unit	Prior to project	After the project		Prior to project	After the project	Net change
			A	B	C	D (A x C)	E (B x C)	F (D – E)
Electricity (island and Labrador on-grid)	Heating, appliances and lighting in buildings	KWh			0.0	0.0	0.0	0.0
Electricity (off-grid diesel generation)		KWh			0.0008			
Gasoline	Owned and contracted gas vehicles	Litres			0.0023			
Diesel	Owned and contracted diesel vehicles	Litres			0.0027			
Light fuel/heating oil	Heating and appliance use in buildings	Litres			0.0027			
Propane	Heating and appliance use in buildings Owned and contracted propane vehicles	Litres			0.0015			
Kerosene	Heating and appliance use in buildings	Litres			0.0025			

On-grid electricity factor assumed to be 0.0 for the island of Newfoundland starting 2020.

**Table 9: Operations Phase – New Buildings
Energy-related GHGs (excluding water treatment)**

- GHG emissions from users that are not directly contracted or owned by the project owner, such as from transportation services for couriers providing delivery services to a building, GHG emissions associated with water treatment, and GHG emissions from non-energy sources should be excluded.
- Water treatment is separately included below.

Fuel type (if relevant)	Examples	Unit	Annual kWh or litres from project-related sources after the project	GHG conversion factor (tonnes) (starting 2020)	Annual GHG emissions after project (tonnes)
			A	B	C (A x B)
Electricity (island and Labrador on-grid)	Heating, appliances and lighting in buildings	KWh		0.0	0.0
Electricity (off-grid diesel generation)		KWh		0.0008	
Gasoline	Owned and contracted gas vehicles	Litres		0.0023	
Diesel	Owned and contracted diesel vehicles	Litres		0.0027	
Light fuel/heating oil	Heating and appliance use in buildings	Litres		0.0027	
Propane	Heating and appliance use in buildings	Litres		0.0015	
	Owned and contracted propane vehicles				
Kerosene	Heating and appliance use in buildings	Litres		0.0025	

On-grid electricity factor assumed to be 0.0 for the island of Newfoundland starting 2020.

**Table 10: Water treatment
Electricity GHGs**

		Unit	Annual m ³		GHG conversion factor (tonnes) (starting 2020)	Annual GHG emissions (tonnes)		
			Prior to project	After the project		Prior to project	After project	Net change
			A	B	C	D (A x C)	E (B x C)	F (D - E)
Electricity (island and Labrador on-grid)	Drinking water	m ³			0.0	0.0	0.0	0.0
Electricity (off-grid diesel generation)		m ³			0.008			
Electricity (island and Labrador on-grid)	Waste water treatment systems using electricity	m ³			0.0	0.0	0.0	0.0
Electricity (off-grid diesel generation)		m ³			0.000002			

On-grid electricity factor assumed to be 0.0 for the island of Newfoundland starting 2020.

**Table 11: Wastewater treatment
Non-energy (methane)**

Treatment type	Number of citizens using treatment type		GHG Emissions Factor	Annual GHG Emissions (tonnes)		
	Prior to project	After project		Prior to project	After project	Net change
	A	B	C	D (A x C)	E (B x C)	F (D - E)
Aerobic systems			0.0	0.0	0.0	0.0
Sequence batch reactor (sludge system)			0.010			
Wetland			0.034			
Facultative Lagoon (constructed ponds)			0.039			
Septic			0.099			
Anaerobic lagoon (constructed ponds not aerated, heated, or mixed)			0.158			
No treatment			0.020			

Estimated using the methodology for the federal National Inventory Report of GHG emissions, 2019.

CLIMATE CHANGE LENS PART 2

NEWFOUNDLAND AND LABRADOR CLIMATE CHANGE LENS PART 2: ASSESSMENT AND INTEGRATION OF RESILIENCE AND MITIGATION MEASURES

As part of its application to the Government of Newfoundland and Labrador for infrastructure funding, the applicant has confirmed that the Newfoundland and Labrador Climate Change Lens will be integrated into the planning, design and development phases of this project. The Newfoundland and Labrador Climate Change Lens includes:

- I. opportunities to minimize greenhouse gas emissions during the construction and operation of the project;
- II. using available information, tools and resources in decision-making processes to build resilience to climate impacts and reduce climate risk.

Part 1 of the Newfoundland and Labrador Climate Change Lens was completed by the applicant when applying for funding. It required the applicant to confirm that the climate change considerations would be fully integrated into the project, if the project was approved. Once projects are approved, applicants are required to complete Part 2 of the Newfoundland and Labrador Climate Change Lens. Part 2 must be completed and submitted to the Department of Municipal Affairs and Environment for review during the design stage, prior to construction beginning. Please complete the questions to demonstrate, in detail, how climate change considerations and appropriate measures have been fully assessed and appropriate action has been taken to integrate them into the project.

Please note that the Newfoundland and Labrador Climate Change Lens is distinct from the Federal Government's Climate Change Lens, which may also apply.

Instructions

- This form must be completed and submitted to the Department of Municipal Affairs and Environment as part of the design phase, before construction begins.
- Please ensure that all project information requested is provided and that questions are completed for both the Climate Risk and Mitigation Assessments.
- This form must be signed and submitted by an authorized representative of the applicant. It can be completed by the lead consultant at the request of the applicant, but the applicant must approve the completed Lens prior to its submission to the Department.
- If the form is not submitted, complete, or the content is considered unsatisfactory, the conditions on which funding was approved will be considered incomplete, and approved funds will not be released.

Provincial Climate Change Resources

- [Provincial Climate Change Temperature and Precipitation Projections](#)
- [Climate Change Intensity-Duration-Frequency Curves](#)
- [Climate Change Flood Risk Maps](#)
- [Coastal Erosion Monitoring data](#)
- [Sea-Level Change Data](#)

Project Information

Project Title: _____

Applicant Name: _____

Municipality/Organization: _____

Project Number (if applicable): _____

Project description (100-200 words)

1.0 Climate Resilience Assessment

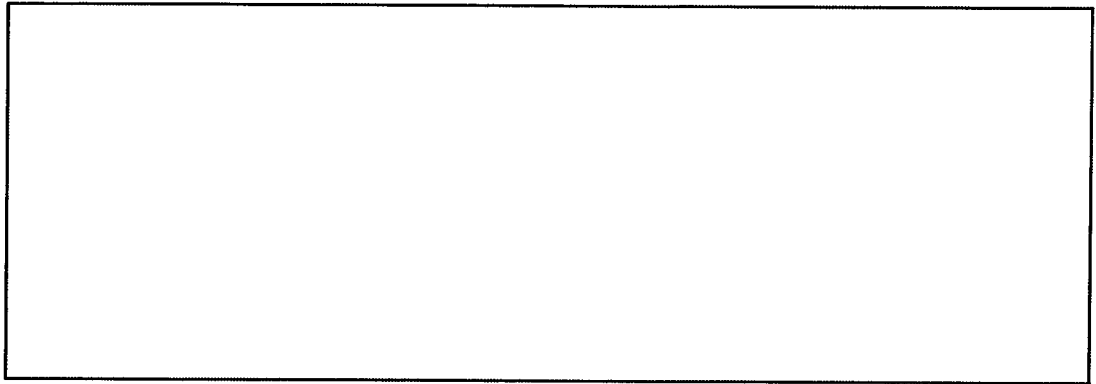
Climate resilience is defined as the actions taken to adapt to the current risks resulting from climate change. Climate change is projected to bring warmer, wetter and stormier weather conditions across Newfoundland and Labrador. This will impact our province in a variety of ways, including more flooding, coastal erosion, sea-level rise, and permafrost melt. These impacts will affect infrastructure and it is essential that any new investments fully take into account projected climate change throughout the project lifecycle.

Possible Climate Risks and Hazards:

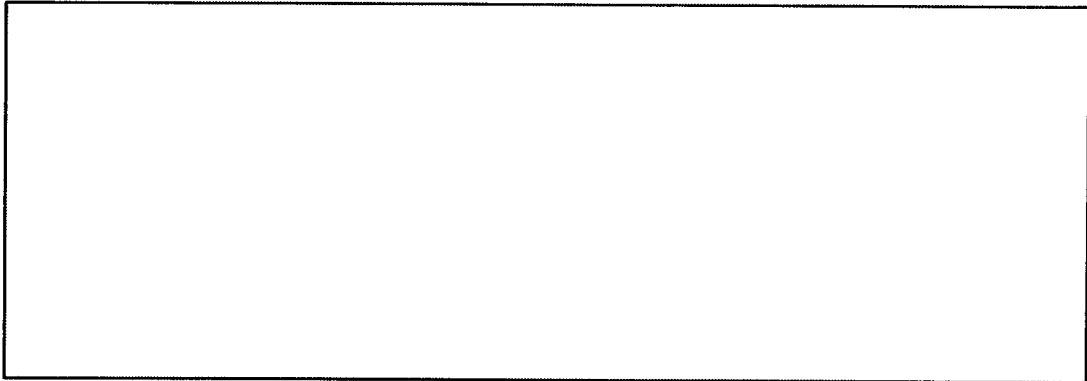
1.1 Please indicate which resources you have consulted:

- a. The provincial climate change resources (listed below) in your assessment, and if so, which resources.

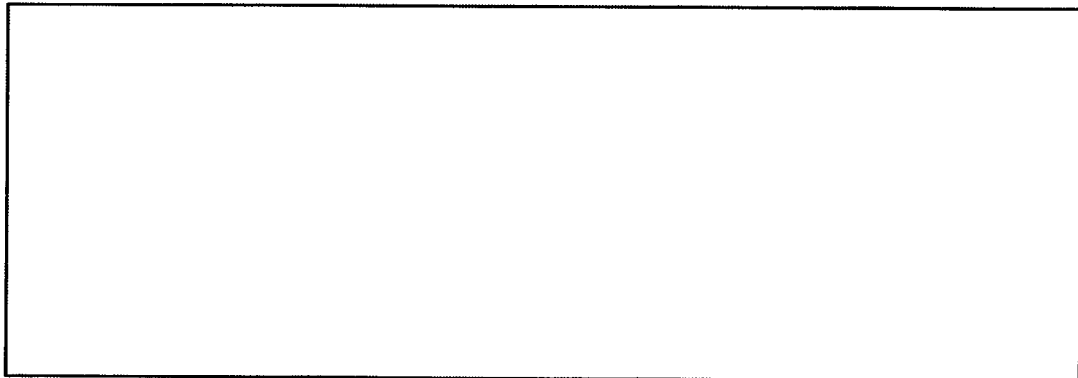
b. Any additional resources in conducting your assessment (please describe)?



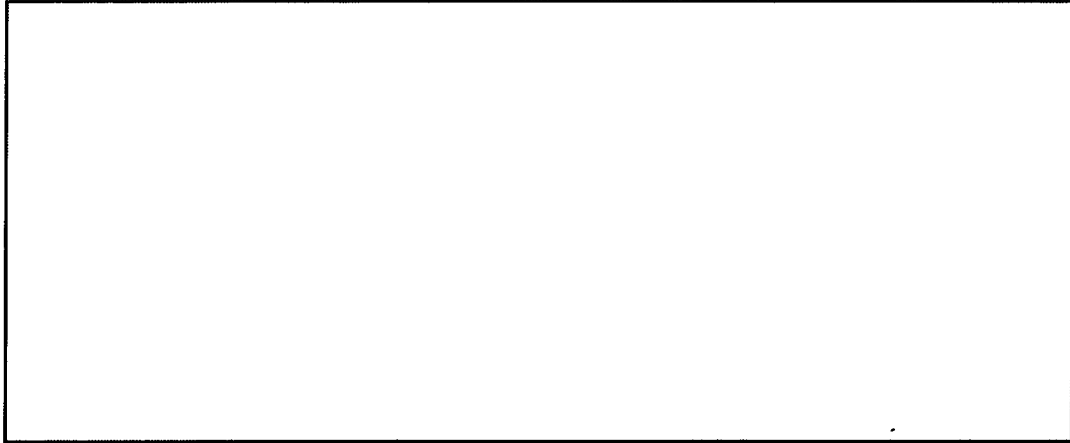
1.2 Drawing on the provincial climate change resources listed above, as well as any other relevant resources identified above, please describe any potential climate risks to the proposed infrastructure project for the full lifespan of the asset.



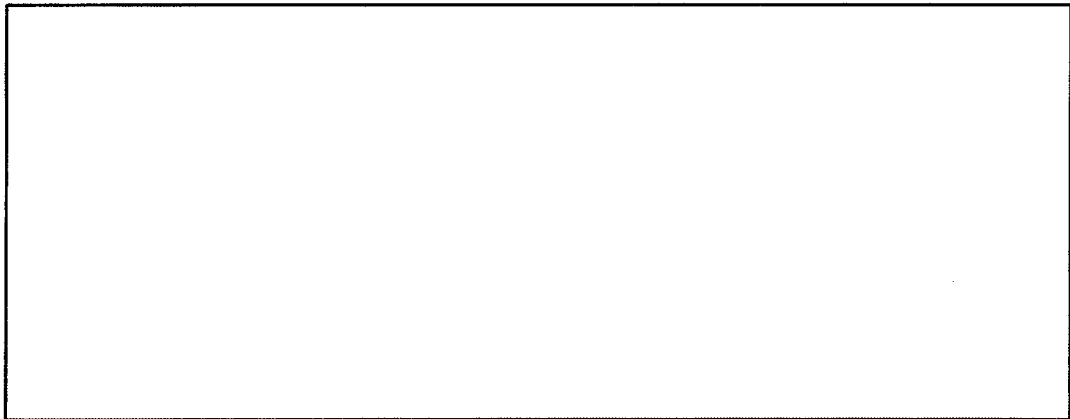
1.3 Please describe the possible climate change hazards and risks that could affect this project. In completing this description, please identify whether the asset is in an area that has already been impacted by a notable natural hazard or other climate risk.



1.4 Please describe any potential impacts on the asset.

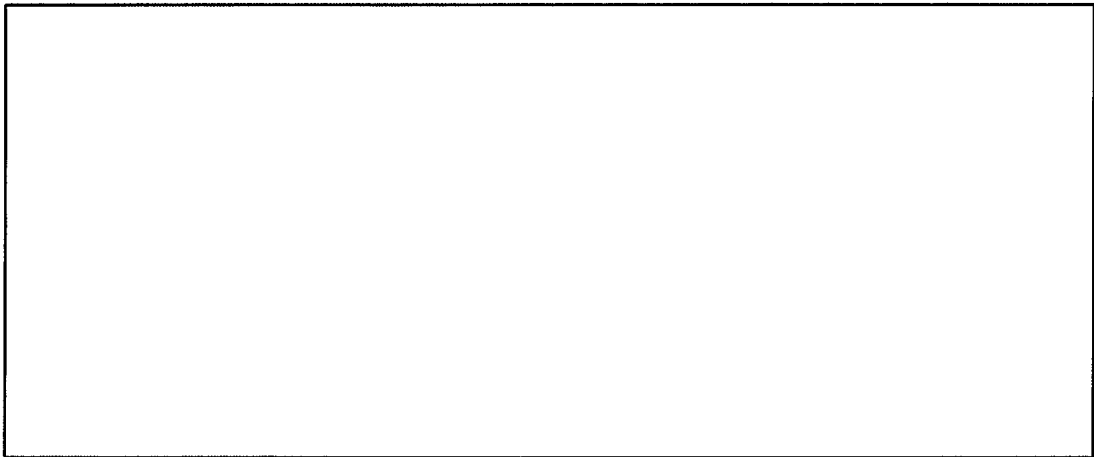


1.5 Please describe the potential consequences of these impacts.



Climate Resilience Measures:

1.6 In light of your responses to questions 1.1 to 1.5, please describe what resilience measures have been integrated into the project (e.g. location of asset, materials used, construction methods, etc.).

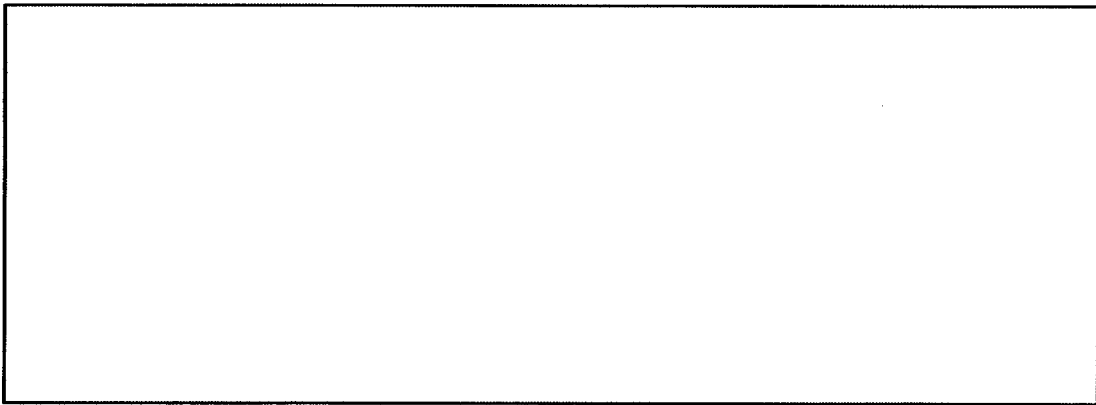


2.0 Climate Mitigation Assessment

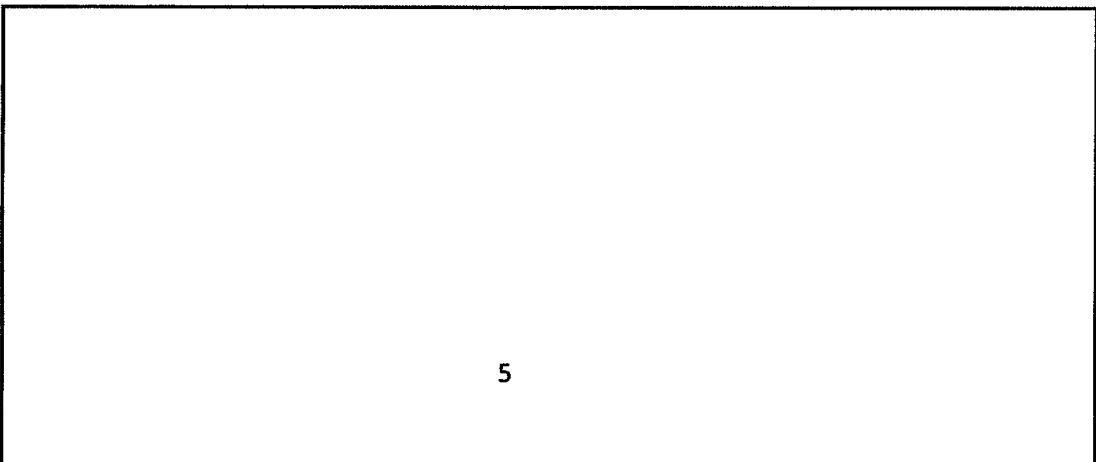
Climate mitigation is defined as action to reduce the amount of greenhouse gas (GHG) emissions released into the atmosphere. A range of measures can be integrated into infrastructure projects to minimize GHG emissions in both the construction and operation phases of the project. For example, this may include measures to maximize fossil fuel efficiency and to recycle materials during construction and operation phases of the project, and measures to minimize wastewater emissions. This can be informed by life-cycle costing.

GHG Emissions

2.1 What are the estimated i) energy use and ii) GHG emissions for the construction phase of the proposed asset? This would include energy consumed by machinery and equipment during the construction phase of the project only, such as from contracted vehicles and equipment that will be used to construct the project. It would not include energy use and GHG emissions during the operations phase of the project, such as from space heating and cooling in a building. Please refer to the guidance sheet on calculations for assistance in determining these emissions. If you are not able to estimate the GHG emissions, please describe the key emission sources.



2.2 What are the estimated i) energy use and ii) GHG emissions related to the operations phase of the proposed asset after the project has been constructed? In cases where the new asset replaces an existing asset, what are the incremental changes in energy use and GHG emissions relative to the asset that has been replaced? This would include energy use and GHG emissions from fuel use and electricity purchases. Please refer to the guidance sheet on calculations for assistance in determining these emissions.



2.3 Please include any other information on GHG emissions that you would like considered. For example, non-energy GHG emissions (e.g. methane) for wastewater treatment projects. Please see the guidance document for additional details.

Climate Mitigation Measures

2.4 What measures, if any, will be implemented to reduce the GHG emissions during the construction phase of the proposed project? Please explain and, where possible, quantify. This could include, for example, procurement strategies to contract vehicles and equipment with a lower carbon footprint to reduce fuel consumption.

2.5 What measures, if any, will be implemented to reduce energy use and energy-related GHG emissions during the operations phase of the proposed project? Please explain and, where possible, quantify. This could include, for example, procurement strategies to purchase materials (e.g., insulation) and vehicles to reduce energy use and GHG emissions from fuel use and electricity purchases, and meeting the requirements of government's Build Better Buildings Policy by pursuing certification under LEED or BOMA BEST.

2.6 Please add any further information of relevance to this project. This could include information on non-GHG emissions (e.g. methane). For further information, please see the guidance document.

[To be completed by lead consultant]

I, the undersigned, understand and confirm that the statements in this document are true and accurate to the best of my knowledge, and that I am authorized and have the necessary knowledge and expertise to complete this document on behalf of my organization.

Signature: _____

Print Name: _____

Position Title: _____

Organization: _____

Date: _____

[To be completed by the Applicant – i.e. the Project Proponent]

I, the undersigned, understand and confirm the statements above are true and accurate to the best of my knowledge and that I am authorized to attest to this on behalf of my municipality/organization.

Signature: _____

Print Name: _____

Position Title: _____

Municipality/Organization: _____

Date: _____

10 APPENDIX H – RESERVOIR AND LAKESIDE PUMPHOUSES

The following is an assessment and estimate prepared by Honeywell for the retrofit of the Lakeside and Reservoir Pumphouses to improve and sustain potable water with a focus on energy efficiency and GHG reduction. It is being attached to this RFP for information purposes for proponents.



**Town of Gander
Reservoir and
Lakeside
Pumphouses**

Prepared for:
Town of Gander
October 20, 2022

Prepared by:
Michael Pringle, P.Eng.
Sr. Business Consultant
Ali Raza, CEM
Solution Development Engineer

Honeywell Energy Services Group
85 Enterprise Boulevard, Suite 100
Markham, ON, L6G 0B5
Phone: 416-579-5497

Honeywell Pumphouses Upgrade

for

Town of Gander

Overview

The Town of Gander ('Town', 'Gander') currently requires extensive retrofit work for their Lakeside and Reservoir Pumphouses to improve and sustain potable water supply with a second focus on energy efficiency and GHG reduction. This will improve operations reliability and capacity, address aging equipment and to increase pump capacity required to provide for population increase. This project would also better position the Town to withstand future extreme weather events as a result of climate change. Increasing resilience is extremely important as failure of the facility means the subsequent disruption of services to hospitals, airports, military, fire and emergency response capabilities and of course the residents of Gander.

After review with Infrastructure Canada, Honeywell recommends that the Town apply for the ICIP Green Stream to help secure or provide more potable water. If the Town is successful with this application, Honeywell has projected funding would come available in May 2023, and have assumed this timeframe for starting post-award implementation.

Table 1: Honeywell pricing estimate (exclusive of HST) for the Town of Gander Pumphouses Retrofit

	Engineering	Project	Sub-total
Reservoir Pumphouse	\$ 187,629	\$ 1,975,046	\$ 2,162,675
Lakeside Pumphouse	\$ 170,898	\$ 1,798,927	\$ 1,969,825
		Total:	\$ 4,132,500



Photo 1: Gander Lakeside (left) and Reservoir (right) Pumphouses

Honeywell's estimate reflects inflationary price increases from early 2020 to late 2022. Gander may elect to break the implementation into two years (as per our schedule below). For the purposes of this estimate Honeywell has not factored in any price escalation increases from project start that may occur between 2023-2024. Honeywell is assuming that the large

inflationary price increases we have seen in the past few years will not be seen in price increases from 2023 to 2024.

COMMUNITY CONCERNS

The Lakeside and Reservoir pumphouses that distribute potable water to the Town of Gander are aged, inefficient, and require substantial rehabilitation in order to sufficiently meet ongoing demand.

The pumps in both pumphouses are over 50 years old, and have required regular and increasing repairs ranging from replacing diaphragms to rewinding motors with inadequate, outdated controls and back-up. The reparative actions have thus far been patchwork solutions complicating maintenance of the distribution system such that it is burdensome to maintain.

Beyond the expanded workload and expense in maintaining the pumphouses, the existing pumps are so antiquated that replacement parts are scant with staff often forced to source from atypical and sometimes unreliable suppliers like Amazon. Not only does the rarity of replacement parts cause delays for repairs, some parts are now obsolete and unable to obtain at all. The issues with piecemeal and problematic repairs to the pump equipment, can also be exemplified via the SCADA system when attempted repairs in 2019 were unsuccessful because the equipment is so aged it cannot communicate with the modern controls. As a vital water quality monitoring and analysis tool, it is imperative to community safety that the SCADA system is optimized and reliability operational. Moreover, only 1 pump is currently connected to back-up power which compromises Gander's ability to provide water during emergency events when the electricity is down.

In addition to concerns with existing infrastructure condition, Gander is committed to furthering environmental conservation and climate change mitigation efforts. Both the Lakeside and Reservoir pumphouses currently utilize inefficient equipment. By incorporating more efficient technology to resolve current performance issues, benefits will specifically be recognized through energy conservation (electricity saving and gas savings) with the equipment, HVAC, and controls upgrades. Through reduced flooding incidents the project will result in more efficient use of water as well as reduced loss of topsoil caused by flooding run-off. Apart from cost savings and production benefits, it is a priority that current inefficiencies are resolved to uphold environmental commitments and set an example for responsible municipal infrastructure.

Beyond the significant operational issues identified above, the town's population has seen a considerable increase of 33% over the past 10 years. With this growth trend expected to continue, the disrepair and incapacity of the Lakeside and Reservoir pumphouses will be exacerbated as demand will exceed capacity. With the Lakeside and Reservoir pumphouses already responsible for the entire town's potable water supply including essential service buildings like hospitals, schools, long-term care, airport, and air forces base, the implementation of a long-term solution that will result in reliable and more efficient potable water supply service is critical to ensure safe and continued community growth.

SCOPE OF WORK

The scope of work will include the measures as described below.

ECM-LHP-1 Lakeside Pumphouse Upgrade

Existing Condition:

The Town of Gander, Lakeside pumphouse has four, 250 HP vertical turbine pumps which are more than 50 years old and have been through various repairs and refurbishments over years. Along with the issues with existing infrastructure, lack of fully automated SCADA system is additional concern for the facility management. Supervisory Control and Data Acquisition (SCADA) is a computer system, which is very vital for monitoring, gathering, and analyzing data for the water treatment plant.

Along with the antiquity of the pumping system, the existing pumping setup uses fixed speed motors, which pumps constant water flow even when minimum water flow is required. The constant pumping uses significant amount of electricity. The pump house has no mechanism to control the flow from the Gander Lake and water treatment plant. Over the years, pumphouse has faced flooding issues. The runoff water from outside the pumphouse gets into the wet-well which creates problems for the facility personnel.



Photo 2: Gander Lakeside aged pumps

Another issue at the Lakeside pumphouse is that in case of the emergency or power outage, only Pump#1 is connected to the backup generator. If Pump#1 requires service, the ability to provide water in emergency is greatly affected.

Design Solution:

To address the older pumps, Honeywell developed a conceptual design with the installation of new vertical multistage turbine pumps. Pumps will be variable speed pumping system instead of constant speed pumping system. This will address the constant water flow variability requirement. The Variable Frequency Drive (VFD) pumps modulate the speed of the pump based on the system need. The variable speed pumping will allow the pump house to control the water flowrate from the lake to meet the demand, which will save the energy required by pumps.

It is recommended to put two pumps on the standby generator instead of one pump, to allow redundancy in the system during the power outage. During the emergency operation, it will be

possible to run pump#1 or Pump#2 or both at the same time. The existing generator is properly sized to carry both pumps plus the building's service load. The generator will be provided with two VFDs as well. During the event of power failure, the pumps will switch from grid power to emergency power without any disruption to the pumping operation. The switch over will be automated with the installation of new automatic transfer switch.

A concrete modification will be built around the pumps to stop the flooding water from entering the wet-well. This modification will not only stop the flooding issues, it will also stop the electrical system from encountering water. All pumping operation will be tied to the new SCADA system for the seamless operation.

The new design will reduce the backup power system issues as well as upgraded system to handle the waterflow requirements more efficiently, saving energy.



Photo 3: Gander Lakeside wet well curbing

Please refer to **Appendix A** for conceptual design and drawings along with the preliminary equipment selectin for the pumphouse.

Scope of Work:

- Upgrades to pumps and electrical system
- Install support structure for the new Motor Control Center (MCC)
- Provide and install new two pumps along with VFD on the main line
- Provide and install new two pumps along with the VFD on the emergency line connected to generator.
- Provide the automatic transfer switch which will serve as an automatic switchover from regular pumping to emergency pumping.
- Install all the conduits and wiring for the new Motor Control Center (MCC). All groundwork for the underground wiring from the existing transformer to the new MCC.

ECM-WTP-1 *Lakeside Pumphouse Communication System upgrade*

Existing Condition:

The lakeside pumphouse continues to have communication issues due to non-reliable network connection. The communication is integral part of the SCADA system which transmits vital information about the pumping station. A proper communication system would ensure less disruptions while monitoring SCADA system.

Potential Design Solution:

Several systems were evaluated for the SCADA communications. The SCADA telemetry radio system use the connectivity with telemetry network for controls. The system will require radio repeaters to reach all around hill which would not be cost effective, as wiring and mini towers will increase the scope of work. The other solution which is cost effective is the connectivity through the local Bell Aliant internet provider.



Photo 4: Current state of communication wiring

Scope of Work:

- Arrange internet connectivity through an upgraded Bell Aliant connection/solution
- Provide and install battery backup for the network system in case of power failure
- Provide and install IP switch for the connectivity to the SCADA system.

ECM-RHP-1 Reservoir Pumphouse Upgrade

Existing Condition: The town of Gander, Reservoir pump constructed in 1970s, houses three (3) 75hp pumps (Pumps #3, #4, and #5) and two (2) 40hp pumps (Pumps#1 and #2). The pumphouse has gone through several repairs mainly on the pumps due to their failing condition. There have been small upgrades over the years to both the existing electrical and controls systems, but nothing covering the entire system. This has made it difficult for maintenance staff to maintain the existing system. Over the 10 years the town has seen a 32% increase in population, which is projected to increase further. The existing pumping system will require additional pumping in future to meet the demand.

Along with the issues with existing infrastructure and lack of fully automated SCADA system, the town of Gander building's Heating Ventilation and Air Conditioning (HVAC) is not adequate to ventilate the building as per engineering codes.

Design Solution:

To address the increased demand in future, it is recommended to upgrade the pumping system to meet the future demand which will solve the old infrastructure issues like failing pumps, underground piping, SCADA controls, HVAC and electrical work.

The existing pumping skid which consists of five pumps will be replaced with new sized five pumps with the VFD. The Variable Frequency Drive (VFD) pumps modulate the speed of the pump based on the system need. The variable speed pumping will allow the pumps to control the water flowrate to meet the demand, which will save the energy required by pumps. This design also provides better certainty that the pumping station will operate for a longer life span with fewer outages, less downtime and lower risk. The only risk is the reliability of the temporary pumping system during the downtime. The existing pumps could be removed from the pumphouse and placed outside to provide temporary pumping services until the new skid is operational.



Photo 5: Gander Reservoir Pumphouse aged pumps

Please refer to **Appendix A** for conceptual design and drawings along with the preliminary equipment selection for the pumphouse.

Scope of Work:

- Provide and install a pumping skid
- Provide and install new five pumps along with VFD
- Verify power requirement of existing panels and new system and connect equipment to power panel
- Supply and install new SCADA system along with the control wirings and panels integrating all motors, controls valves and control panel.
- Furnish and install new cooling/heating unit for the building.

PROJECT DRAW SCHEDULE

Task	Mobilization	Submittal Documentation	Equipment Delivery	Construction /Installation	Commissioning	Completion
Percent Completion	10%	30%	40%	90%	95%	100.00%
Lakeside Estimated Timeline	8/1/2023	9/15/2023	1/2/2024	1/3/2024	9/25/2024	10/20/2024
Reservoir Estimated Timeline	8/1/2024	9/10/2024	1/5/2025	1/10/2025	9/25/2025	10/28/2025

APPENDIX A

- Appendix A-1
 - Conceptual drawings for Lakeside and Reservoir pumphouses
- Appendix A-2
 - Equipment selection cut-sheets for the Lakeside and Reservoir Pumphouse

**Property Tax Reductions
- Residential -
Year 2024**

Roll Number	2024 Property Tax	% of Reduction	Amount of Reduction	Revised 2024 Taxes
042212010000	\$1,188.61	50	\$594.30	\$594.31
061800030000	\$3,409.88	50	\$1,704.94	\$1,704.94
021500050000	\$2,123.96	10	\$212.40	\$1,911.56
026510130000	\$1,881.52	40	\$752.61	\$1,128.91
024500300000	\$2,220.48	10	\$220.05	\$2,000.43
042202040000	\$2,002.60	20	\$400.52	\$1,602.08
047000110000	\$2,142.96	50	\$1,071.48	\$1,071.48
030500100000	\$2,229.60	50	\$1,114.80	\$1,114.80
021510160000	\$1,711.28	50	\$855.64	\$855.64

TOWN OF GANDER



**STANDING OFFER SUMMARY SO23-01
SUPPLY ELECTRICAL MAINTENANCE SERVICES 2023 – 2024 Option to Extend**

Request to Extend Standing Offer SO23-01 to April 2025

STANDING OFFER SO23-01

PREFERRED BIDDER –Powell’s Electrical Ltd.

(Hourly rate plus 10% markup on parts)

\$71.00 per hour

Powell’s Electrical 709-424-2612 (Regular/Afterhours)

Bidders

Bid Price (HST inclusive)

1) Powell’s Electrical Ltd.

\$71.00 (\$61.74 +Hst) hour plus 10% markup on parts
Cost per hour for mobile aerial work platform or
Bucket of appropriate height in order to service
And repair traffic lights \$113.85 (incl tax)

I have contacted Powell’s Electrical Ltd.- Mr. Jim Powell, and they will accept a contract extension for one year based on the Original Standing Offer Prices(above).