



Parks
Canada

Parcs
Canada



REQUEST FOR PROPOSAL

FOR

“Consultant Team Services for the Design of the Trail Bridges for the Bow Corridor Regional Mobility (BCRMP) Partnership Canmore to Banff Connector Trail”

Request for Proposal No: 1-09

Issue Date: March 23, 2009

Closing Date for Submission:

Proposals will be accepted until **2:00 p.m., Monday, April 13, 2009**. Fax submissions are not authorized. The submissions should be marked **“Consultant Team Services for the Design of the Trail Bridges for the BCRMP Canmore to Banff Connector Trail - Proposal”**, provided in three (3) paper copies **and** one (1) electronic PDF copy and sent to:

Attention: Kevin Van Vliet, P.Eng.
Manager of Engineering
Town of Canmore
902 7th Avenue
Canmore, Alberta
T1W 3K1
e-mail: kvanvliet@canmore.ca
phone: (403) 678-1545
fax: (403) 678-1535

Anticipated Contract Award:

We expect to award this contract by April 27, 2009.

RFP Acknowledgement Form: Return to Kevin Van Vliet, P.Eng., by fax or email a pdf of the Acknowledgement Form upon receipt of the RFP.

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1. Project Background and Overview

1.1 Introduction

The Bow Corridor Regional Mobility Partnership (BCRMP) consists of the Town of Canmore, the Town of Banff, the Municipal District of Bighorn, Parks Canada (Banff National Park) and the Government of Alberta (Alberta Community Development and Alberta Transportation). The objective of the Partnership is to implement a coordinated and sustainable approach to shared transportation challenges. One of the identified priorities for the BCRMP is the Canmore to Banff Connector Trail project. The BCRMP has been moving forward with this initiative since 2006 and is confident that the support to continue is present amongst the various stakeholders.

1.2 Background

To date, the BCRMP has completed or is currently working on the following tasks for the Canmore to Banff Commuter trail project:

- Canmore to Banff Connector Trail Conceptual Drawings completed in 2006- included route assessment, recommendations, conceptual location drawings and cost estimates.
- Transportation Safety Audit completed in 2008- identified that the proposed alignment will not increase risks to trail or highway users and no significant problems were identified with the proposed trail.
- Environmental Assessment – complete in early 2009.

The BCRMP is seeking proposals from qualified consultants to provide preliminary and detailed design services for six (6) trail bridge structures located along the proposed Canmore to Banff trail and within Banff National Park.

The preliminary design will include necessary survey work and will present different bridge structure alternatives for consideration by the BCRMP and Parks Canada along with the associated cost estimates and order of magnitude estimates for operations and maintenance.

Detail design will include all necessary geotechnical and engineering design work required for construction ready drawings and specifications.

Completion of the trail and related structures is dependent on obtaining funds from private and public sector sources. As a result it may be some time between finalizing bridge design and actual construction. Design work, including the development of construction ready drawings and construction specifications should take into account a possible delay between design and construction.

The BCRMP has funds to carry out a significant amount of design work. The pricing for the design work in this RFP is set in phases to allow the partnership to proceed with as much work as current funding allows. Proponents are advised that work for this project may be awarded in phases and that not all phases may be awarded, depending on funds.

2. Project Requirements

2.1 Project Objectives

If full funding is available, the project shall provide the BCRMP with construction ready drawings and specifications for six (6) trail bridge structures located along the proposed Canmore to Banff trail (all of which are located within Banff National Park).

The conceptual design component of the project (Phase 1) will present different bridge structure alternatives for consideration along with the associated cost and maintenance effort estimates to allow Parks Canada to make an informed decision on Bridge concepts.

Table 1 below identifies the approximate trail bridge locations and span as identified on the feasibility study conceptual drawings (distance measured from Park East Gate).

Table 1: Proposed Trail Bridges Location and Approximate Span

Trail Bridge Location	Approximate Span (m)
Cascade River 12.4 km	35
Animal Underpass 11.4 km	25
Cascade Trail Race 10.2 km	30
Animal Underpass 6.4 km	25
Carrot Creek 2.5 km	30
Animal Underpass 0.6 km (east gate)	28

The trail bridges are to be designed for pedestrian use only with no anticipated vehicular loadings other than small equipment for snow removal. The trail will be hard surfaced and/or paved and suitable for two-way traffic by road and mountain bikes, hikers, joggers, roller bladders, roller skiers, and wheelchair users.

The proposed trail width is 3.0 metres, however, the partnership is open to other suggestions as to the width of the trail bridges to accommodate the pedestrian and bicycle traffic on the bridges themselves.

It is anticipated that the design, look and feel of the bridge structures will be consistent with one another, will be fully functional in their location adjacent to the highway and will fit architecturally and aesthetically within the natural environment of Banff National Park. It is anticipated that the Banff – Canmore trail may in time become a “destination” trail. It is desired that all aspects of the trail entice users and visitors.

The scope of work will form part of the contract and is to provide the Proponents with sufficient information to assess the work, services and deliverables required so they are able to formulate the technical and cost elements of their proposals

2.2 Scope of Work

The scope of work includes:

Phase 1 – Conceptual Design

1. Review of existing background information and discussions with the BCRMP and with Parks Canada Agency staff.
2. Meet with Parks Canada Agency staff and the Environmental Assessment consultant to clarify environmental and wildlife issues that will relate to the functional design of the structures.
3. Conduct a site analysis to confirm that the suggested trail bridge locations are the most appropriate site for the trail bridges. The site analysis will inform the conceptual and preliminary design work and shall involve:
 - a. Assessment of the potential visual and aesthetic impact of the proposed trail bridges on significant views and provision of design and location recommendations to mitigate those impacts.
 - b. Consideration of site planning, design and landscaping alternatives to ensure:
 - connectivity to the natural setting,
 - implications on wildlife and
 - operations and maintenance implications as they relate to the Trans Canada Highway (e.g snow from highway plows, minimize hazards to vehicles leaving the highway)
 - Consistency and consideration of Transportation Association of Canada (TAC) standards for trail and pedestrian bridge design.
 - c. Site planning and bridge design alternatives shall build upon Banff National Park's as well as the area outside the Park boundary's unique character, demonstrate environmental sensitivity and respect the natural character and quality of the National Park and surrounding landscapes.
 - d. Examination of the proposed trail system and recommendations for the integration of the bridge to the proposed trail system.
 - e. Discussions with the BCRMP on the overall site planning, design and landscaping considerations for the proposed trail bridges.
 - f. Field survey of locations required for preliminary and detailed design.
4. Prepare conceptual sketches including site planning, architectural and landscaping features for three (3) trail bridge design alternatives showing the proposed structure and adjacent site conditions and trail connections.
 - a. As part of the site analysis and development of the conceptual design alternatives, a written description of the environmental design approach shall be provided demonstrating sensitivity to the protection and enhancement of the natural environment, use of "green" or environmentally efficient construction materials and methods and that there will have negligible adverse impacts on air, water, land and energy resources.
 - b. Work with Parks Canada Agency staff in a "design charrette" to develop appropriate conceptual designs,

- c. Any proposed design shall meet the current edition of the Canadian Bridge Design Code CSA-S6-06. In addition, all designs shall be in accordance with current Public Works Canada's Bridge Specifications where deemed applicable.
5. Written description comparing the overall operational maintenance requirements and the lifespan of each of the conceptual trail bridge structure alternatives.
6. Preparation of a draft report (including drawings and cost estimates) and presentation to the BCRMP and Parks Canada Agency on the recommended bridge conceptual design alternatives. Approximately two hours should be allotted for the presentation and questions. The presentation will be conducted at a location within the Town of Banff. The presentation and the report should include the following:
 - a. A summary of the site analysis findings and site planning, design and landscaping recommendations.
 - b. Concept sketches including architectural features. Provide optional cost for three-dimensional renderings of the proposed alternatives.
 - c. List of design constraints for each bridge alternative (environmental, visual impact, site constraints, structural constraints, span, etc.).
 - d. Recommended design criteria for the pedestrian bridge (bridge-deck width, loading, etc).
 - e. A summary of comparable annual maintenance requirements and estimated life span for each alternative.
 - f. Preliminary construction cost estimates for each alternative.
 - g. Recommendation of the most appropriate conceptual design.
7. Preparation of a final Concept Design Report and drawings that incorporate the comments from Parks Canada Agency and the BCRMP of the draft report. The final report and drawings are to be forwarded to the Town of Canmore in the following quantities:
 - a. Six copies of the final report and drawings
 - b. One electronic PDF copy of the report and drawings
 - c. One electronic WORD version of the report
 - d. One electronic copy of drawings in AUTOCAD format

Phase 2 – Geotechnical and Preliminary Design

8. Review existing geotechnical information available from Parks Canada Agency, identify information gaps and conduct necessary geotechnical work required for preliminary and detail design.
9. Prepare preliminary design drawings (80% design) for each of the structures
10. Prepare preliminary cost estimates (+/- 20%) for each of the structures

Phase 3 – Detailed Design

11. Prepare detailed design (Issue for Construction) drawings and specifications for the bridge structures,
12. Prepare a construction cost estimate based on the detailed design.

2.3 Environmental Considerations

The BCRMP will give preferential consideration to proposals that demonstrate sensitivity to the protection and enhancement of the natural environment, use of “green” or environmentally efficient construction materials and methods, in an effort to minimize adverse impacts on air, water, land and energy resources.

2.4 Information Sources

The Town will provide the selected consultant with the following information:

- a. “Canmore to Banff Connector Trail Feasibility Study, Conceptual Drawings and Cost Estimates”, completed by Alpine Design Group (September 2006)
- b. “Transportation Safety Audit”, completed by (XXX 2007)
- c. “Environmental Assessment report “- completed for Parks Canada Agency (2009).
- d. Satellite and air photos and plans of the TCH.
- e. Mountain Parks Backcountry Design Guidelines (Parks Canada 2006) and other relevant information.
- f. Parks Canada will provide a copy of the 2007 Banff National Park Management Plan which includes the Human Use Strategy for the lands adjacent to the Town of Banff.
- g. Most of the trail will be within Banff National Park, therefore, Liz Baker of Parks Canada will act as the liaison between the consultant and Parks Canada staff (highways manager, wildlife biologists, trail supervisor) as required.

Liz Baker, Strategic Asset Management
Banff NP
Box 900
Banff, AB, T1L 1K2
Tel: 403.762.1532
fax: 403.762.8845
liz.baker@pc.gc.ca

2.5 Role of the Consultant

In preparation of the proposal the consultant should include the following responsibilities as part of the statement of work:

- The Consultant shall provide a list of sub-consultants or specialists, if required. This list will not change without prior approval by the Project Manager for the BCRMP.

- The Consultant shall be responsible for managing and coordinating the work and activities of his Sub-Consultants and Specialists.
- The Consultant shall carry out the work in accordance to the statement of work and all professional and legal standards.
- The Consultant shall develop clear and accurate reports as defined in the statement of work and shall obtain clarification from the Project Manager on any unclear issues.
- The Consultant shall visit the site as required to obtain and verify all site information.
- The Consultant is responsible for selecting materials and processes that provide the best value and in a manner that supports sustainable development with respect to efficient use of energy and safeguarding the environment.
- The Consultant will be responsible for the technical accuracy of the work including compliance with codes and standards. The Consultant shall be responsible for review of all applicable regulations, standards, codes and by-laws to ensure the concept and final design applies.

2.6 Role of the Project Manager for the BCRMP

Town of Canmore is acting as the Project Manager for the BCRMP. The Project Manager is responsible for:

- Developing the statement of work and establishing the evaluation criteria (with other Partners in the BCRMP).
- Reviewing the proposals and recommending award (with other Partners in the BCRMP).
- Answer inquiries throughout the proposal phase.
- Acting liaison of the project on behalf of the BCRMP.
- Upon award, the Project Manager will provide the Consultant with access to any existing reference documents that will aid in the Consultant's work.

The Town of Canmore is the owner for the project and will be responsible for final decisions of award and accept ownership of the final report and recommendations on behalf of the BCRMP. The Town of Canmore will review the work from a general perspective, to ensure that the overall project objectives and requirements have been met. The contract with the successful Proponent will be with the Town of Canmore.

Invoicing and payment will be managed by the Municipal District of Bighorn on behalf of the BCRMP however the Town of Canmore will be responsible for approving all work invoices.

2.7 Proposed Project Schedule

The following table summarizes the anticipated project timelines for the Preliminary Design as described above.

Table 2: Project Milestones

TASK	MILESTONE
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Alberta



Proposal Due Date	April 13, 2009
Proposal Award Date	April 27, 2009
Phase 1 Conceptual Design Report & Presentation	By September 15, 2009
Phase 1 Conceptual Design Report Phase 2 Preliminary Design	September 30, 2009 November 15, 2009
Phase 3 Detailed Design	January 31, 2010

3. Proposal Evaluation Criteria

3.1 Scored Selection Criteria

The BCRMP will evaluate the proposals on the basis of qualifications of the proponent, understanding of the scope of work, qualifications, proposed methodology, schedule, and price. Additional detail of the evaluation criteria are listed in Table 1 below:

Table 3: Scored Evaluation Criteria

Criteria	% Evaluation
1. Project Understanding	25%
- Understanding of project requirements - Solution adapted to goals, needs and objectives - Clarity of the proposal (concise, consistent, comprehensible and good format)	
2. Proponent Qualifications	25%
- Reputation, proven performance and relevant experience of the Proponent's Firm - Proposed Team's experience in elaboration of standards or similar projects - Technical and management capability, capacity, skills and qualifications of the Proponent and any proposed subcontractor - Minimum of two references based on past performance for similar projects (high quality finished project, goals and time frames achievement)	
3. Methodology	15%
- Demonstrates an up-to-date approach towards achieving the project goals - Demonstrates a level of effort to adequately deliver the project	

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objectives	
4. Proposed Schedule	10%
• Work Plan and Schedule by tasks • Provides a realistic timetable • Provides time for BCRMP input and delays	
5. Cost	25%
• Price of Consultant's Services	

4. Proposal Format and Response

Proposals are submitted following a “two-envelope” procedure, in which Proponents submit the “Technical” component of their proposal in one envelope and the proposed price of the services (price proposal) in a second envelope.

Envelope 1 “Technical Component”

4.1. Title Page

Please submit the following information on the title page:

- RFP name and reference number
- Submission closing date
- Proponent's complete corporate name and address
- Telephone number, facsimile number and email address
- Name of the principal contact person.

4.2. Letter of Introduction

One page, introducing the firm and the proposal, signed by the person(s) authorized to sign on behalf of, and bind the firm to, statements made in the proposal. The introduction should be an overview of the proposal and reflect the proponents understanding of the project.

The letter of introduction must also include a statement identifying, if any potential Conflict of Interest issues that may arise through the performance of this contract.

4.3. Table of Contents

Show the page numbers of all major headings.

4.4. Scope/Methodology/Project Plan

Indicate your understanding of the key requirements and the methodology you will use in undertaking the project. Be sure to address all of the requirements and specifications contained in the RFP, including but not limited to:

- a) Scope of the project, BCRMP expectations and objectives
- b) Indicate timelines, milestones, products and services to be delivered
- c) Schedule for the project (suggested format- Gantt)
- d) Resource assignment. Summarize the level of effort (hours) for each staff member assigned to the project by tasks outlined in the methodology.

4.5. Proponent Profile/Project Team Qualifications / Skills and Experience

Indicate the Project Team's qualifications and capabilities for the project, including past projects having similar requirements to the one being proposed. Summarize the qualifications of the key staff and how these staff will be organized and supervised on the project. If subcontractors are being used, include the same information for each of them. Include a minimum of two references about similar projects completed in the past.

Envelope 2 “Price Proposal”

4.6. Fees

- a) Provide a fee schedule indicating a maximum upset figure to complete each phase of the work described in the scope of work of this document. The fee schedule should reflect payments based on the completion of project milestones (information and data gathering, options, reviews, reports, etc.) for each **project phase**.
- b) Include in the maximum upset figure all salary, burden and overhead, travel, meals, lodging, equipment and materials, printing costs, computer use, sub-consultant charges (not geotechnical), permits, etc. Provide for the printing and binding the number of draft documents for review and final documents delivered to the Town of Canmore offices as outlined in the scope of work. Provide for required meetings that would be held in Banff.
- c) Provide a separate fee estimate for geotechnical services as if no geotechnical information is available from the BCRMP.
- d) Provide a separate fee schedule indicating anticipated hours and firm hourly rates for staff involvement for each phase of the project.
- e) Summarize the fees per phase plus geotechnical services, into a total project fee
- f) Identify G.S.T. as a separate cost.

4.7. Proposal Length / Format

Proposal clarity, including brevity and format, will be evaluated and awarded points accordingly. The format should match that of the RFP for ease of reading and finding the relevant information.

4.8. Attachments

Attach any additional information such as company brochures, a list of previous projects undertaken by the firm, personnel resumes, etc.

5. RFP Process and Evaluation Procedures

5.1 Project Communications & Requirements

The Town **MUST** receive three (3) paper copies and one (1) electronic copy of the proposal **by no later than 2:00 p.m. MST Monday, April 13, 2009**. Any proposals received after that date and time will be considered invalid and be returned to the Proponent unopened.

For any questions regarding this project, please email Kevin Van Vliet (kvanvliet@canmore.ca) or call (403-678-1545). Questions and answers will be compiled and all proponents that have submitted the RFP acknowledgement form will be copied on the response.

5.2 Interviews

The BCRMP may require the proponents to provide a presentation or to participate in an interview to present or discuss their proposal. Reasonable notice will be given with more details on the presentation or interview process if it is deemed necessary or desirable by the BRCMP.

5.3 Evaluation and Selection

Each proposal will be evaluated and scored against selection criteria that have been allocated a specific number of maximum points (see Table 1 in section 3). Subject to successful negotiation and signing of a contract, the proponent with the overall “best value” (highest score) proposal will be awarded the contract.

Technical proposals are first evaluated and rated by the staff of the BCRMP in accordance with the criteria, components and weight factors set out in the RFP. Upon completion of the evaluation, Technical Ratings are established.

The price envelopes of all proposals are opened upon completion of the technical evaluation. When there are three or more proposals an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals opened. This calculation will not be conducted when one or two proposals are received.

All price proposals which are greater than 25 percent above the average price will cause their respective complete proposals to be set aside and receive no further consideration.

The remaining price proposals are rated as follows:

The lowest price proposal receives a Price Rating of 100. The second, third, fourth, and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of 0.

On the rare occasion where two (or more) price proposals are identical, these price proposals receive the same rating and the corresponding number of following ratings are skipped.

The Price Rating is multiplied by a predetermined percentage factor to establish the Price Score.

Total Score.

The total overall score (total Score) assigned to each Proponent's complete proposal is calculated as the aggregate of:

- The Technical Score (first envelope of the proposal), and
- The Price Score (second envelope of the proposal)

The Proponent receiving the highest Total Score is the first entity that the BCRMP evaluation board will recommend be approached in order to finalize details of an agreement for the provision of the required services.

6. Proposal Conditions

6.1 Signed Proposals

The proposal must be signed by the person(s) authorized on behalf of the Proponent or company and binds the Proponent to the statements made in the RFP response.

6.2 Irrevocability of Proposals

At the appointed closing time, all proposals become irrevocable. By submission of a proposal, the Proponent agrees that should its proposal be selected, the Proponent will enter into a contract with the Town of Canmore.

6.3 Changes to the Proposal Wording and Content

The Proponent is entitled to amend its proposal at any time before the deadline for submission of proposals as set out in 5.1. After the closing date and time, the Proponent will not change the wording or content of its proposal and no words will be added to the proposal, including changing the intent or content of the presentation of the proposal, unless requested by the Town.

6.4 Proponent Expenses

Proponents are solely responsible for their own expenses in preparing the proposal, presentations of their proposal, and travel costs incurred presenting and negotiating their proposal.

6.5 Proposal Pricing

Proposal prices must be firm for a minimum of 90 days after closing.

6.6 Acceptance of Proposals

The Town is not bound to accept the lowest priced or any of the submitted proposals, and may cancel this RFP at their discretion.

6.7 Alternative Solutions

If applicable, please submit alternative option as a separate proposal. If any other type of alternative options is proposed, proponents are also requested to submit the alternative or option as a separate proposal.

6.8 Negotiations

If a written contract cannot be negotiated within 20 days of notification to the lead proponent, the BCRMP may, at its discretion at any time thereafter, terminate negotiations with that proponent and either negotiate a contract with the next qualified proponent, or cancel the RFP process and not enter into a contract with anyone.

6.9 Phased contract approach

It is the intention of the BCRMP to conduct as much of the design work as existing budget allows. The successful component may be required to enter into a contract for one or more of the project phases. Proponents accept that there is no commitment on behalf of the Town of Canmore, or the BCRMP to enter into any future contracts for further phases of design

7. Additional Terms and Conditions

7.1 Subcontracting

Proposed subcontractors must be listed with attached resumes. Joint proposal submission must indicate which proponent has overall responsibility of the project.

7.2 Liability for Errors

The information contained in this RFP is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the Town of Canmore, the BCRMP, nor is it necessarily comprehensive.

7.3 Agreement with Terms

The Proponent, through the submission of a proposal, agrees to all terms and conditions of this RFP.

7.4 Modification of Terms

The Town of Canmore reserves the right to modify the terms of the RFP at any time at its sole discretion. Addenda will be sent to proponents who returned the acknowledgement form.

7.5 Availability of information

The consultant shall be permitted access to the files and reports that relate to this project.

7.6 Confidentiality of Information

Information pertaining to any member of the BCRMP obtained by the Proponent as a result of participation in this project is confidential and must not be disclosed without written permission from the respective member of the BCRMP.

7.7 Confidentiality of Proposals

The Owner (Town of Canmore) and members of the BCRMP are subject to the Freedom of Information and Protection of Privacy Act. That Act creates a right of access to records in the custody or under the control of the Owner, subject to the specific exceptions in that right set out in the Act. The Owner will receive all proposals submitted in response to this RFP in confidence. Because of the right of access to information created by that Act, the Owner does not guarantee that information contained in any proposals will remain confidential if a request for access in respect of any proposal is made under the Act. Proponents are required to keep their proposals confidential and must not disclose their proposals, or information contained in them, to anyone else without the prior written consent of the Owner.

7.8 Payment

The Consultant's invoices for this contract will be payable upon submission of monthly progress claims. The Consultant's invoices must be submitted in a manner acceptable to the Town of Canmore and will be paid by the M.D. of Bighorn on behalf of the BCRMP.

7.9 Responsibility

The Proponent shall not transfer responsibility to meet the obligations of this contract to a third party without the consent, in writing, of the Town's project manager.

8. Specific Contract Clauses

8.1 Laws of the Jurisdiction

Any contract resulting from this RFP will be governed by and will be interpreted in accordance with the laws of the Province of Alberta.

8.2 Intellectual Property Rights

The BCRMP will be the owner of the intellectual property rights, including patent, assignment of copyright, waiver of moral rights, trademark and industrial design in any product, business process, and software or training program developed specifically through this contract. Licensing and marketing rights of the developed product, if appropriate, will be negotiated separately.



RFP 01-09 Acknowledgment Form

“Consultant Team Services for the Design of the Trail Bridges for the Bow Corridor Regional Mobility (BCRMP) Partnership Canmore to Banff Connector Trail”

Request for Proposal No: **01-09**

Issue Date: **March 23, 2009**

Closing Date: **April 13, 2009**

Send to:	Kevin Van Vliet, P.Eng. Manager of Engineering Town of Canmore
Fax Number:	403-678-1534
Email:	kvanvliet@canmore.ca

Name of the Proponent:	
Address:	
Contact Person:	
Tel Number:	
Fax Number:	

I, Hereby, acknowledge receipt of the RFP for the project mentioned above and intend to submit a response to this RFP.

Note: Only those organizations submitting this form will receive subsequent information and addendum.

Signature:_____

Name:_____

Date:_____

**Example of Consultant Agreement between Town of
Canmore (on behalf of the BCRMP) and Successful
Proponent for the Project**

THIS AGREEMENT MADE IN DUPLICATE THIS _____ DAY OF _____ 20__.

BETWEEN:

THE TOWN OF CANMORE,
A Municipal Corporation
Incorporated Pursuant to the
Laws of the Province of Alberta
(hereinafter referred to as the "Client")

OF THE FIRST PART

- and -

(Name of Consultant)

of (Address)

(hereinafter referred to as the "Consultant")

OF THE SECOND PART

WHEREAS this agreement is for the Project described in **Schedule "A"** attached hereto (hereinafter called the "Project"); and

WHEREAS the Consultant is in the business of providing consulting services; and

WHEREAS the Client wishes to retain the services of the Consultant as more particularly specified in the schedules in connection with the Project;

NOW THEREFORE the Client and the Consultant agree as set forth in the following terms and conditions;

DEFINITIONS

1. (a) **"Project Budget"** is the Client's estimated total expenditure for the entire Project. It includes the Construction Budget and all other costs to the Client for the Project such as, but not limited to, professional fees.
- (b) **"Construction Budget"** is the Client's estimated Construction Cost of the Project including contingencies for cost increases.
- (c) **"Construction Cost"** means the contract price(s) of all elements of the Project designed or specified by or on behalf of the Consultant, including all applicable taxes whether recoverable or not.
- (d) **"Consultant"** is _____

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- (e) **"Contract"** is the agreement between the Client and the Contractor for the provisions of labour, materials and equipment for the execution of the Work by the Contractor and sets out their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between all parties.
- (f) **"Contract Documents"** consist of the executed Contract between the Client and the Contractor, the general conditions of the Contract, the plans, sketches, drawings, graphic representations, specifications and such other documents as are identified in the Contract and the general conditions as constituting part of the Contract Documents.
- (g) **"Contractor"** is the person, firm, or corporation contracting with the Client to provide labour, materials and equipment for the execution of the work.
- (h) **"Place of Work"** is the designated site or location of the Project of which the Work may be the whole or a part and as specified in **Schedule "A"** hereto.
- (i) **"Prime Rate"** means the lowest rate of interest quoted by the BANK OF MONTREAL to it's most credit worthy borrowers for prime business loans as determined from time to time.
- (j) **"Sub-Consultant"**

- (k) **"Sub-Contractor"** is a person, firm or corporation contracting with the Contractor to perform a part or parts of the Work including the Contract, or to supply products worked to a special design according to the Contract Documents.
- (l) **"Substantial Performance"** or Substantial Performance of the Work is as defined in the lien legislation applicable in Alberta.
- (m) **"Work"** means the total construction and related services required by the Contract Documents.

RESPONSIBILITIES

2. Consultant's Basic Services

- (a) The Consultant shall provide the services described in **Schedule "B"** (hereinafter called the "services").
- (b) The Consultant shall commence the services on (date) and shall complete the services by (date) subject to any warranty period as stipulated in Clause 10(a).

Each phase of the services shall be completed in accordance with **Schedule "B"**. Time shall be of the essence of this agreement.

- (c) The consultant shall comply with all reasonable requirements established by the Client for the performance of the Consultant's services with respect to the Project.
- (d) The Consultant shall exercise the degree of care, skill, professionalism and diligence normally provided in the performance of services in respect of projects of a similar nature to those required under this agreement.
- (e) The Client and the Consultant, by agreement in writing, may, from time to time, make changes to **Schedule "B"** by altering, adding to, or deducting from the scope of the services set out in

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Schedule "B". The time for completion shall be adjusted accordingly. All work shall be executed under the conditions of this agreement.

- (f) No payments shall be made to the Consultant as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Project, unless due to the Client's negligence.
- (g) The Consultant acknowledges that he is an employer as defined in the Occupational Health and Safety Act R.S.A. 1980, with amendments effective February 17, 1995, and he will, as a condition of this agreement, comply with the Occupational Health and Safety Act and the regulations thereto. The Consultant does not accept any responsibility for ensuring that the Occupational Health and Safety Act and its regulations are complied with in respect of the work site and in particular, does not accept the obligations of prime contractor with respect to the Act.

3. Client's Responsibilities

- (a) The Client shall provide full information regarding requirements for the Project in order that the Consultant can prepare the Functional and Cost Programme. This information shall set forth the Client's design objectives, constraints, and criteria.
- (b) The Client shall provide to the Consultant a Construction Budget, if available.
- (c) The Client shall provide such information, surveys, reports and services as may be reasonably required by the Consultant in the performance of the services and as are available and are listed in **Schedule "A"** hereto.
- (d) The Client shall examine documents submitted by the Consultant and give the Consultant decisions and approvals as necessary. Examination of documents by the Client does not release the Consultant of its professional and contractual obligations.
- (e) If the Client observes or otherwise becomes aware of any fault or defect in the Project or any nonconformity with the requirements of the Contracts, he shall immediately notify the Consultant.
- (f) The Client shall promptly fulfil his responsibilities for the orderly progress of the Consultant's services and of the Work.
- (g) The Client shall authorize a person to act on his behalf with respect to the Project when necessary. The authorization including the scope of authority shall be in writing.

4. Reporting

- (a) The Consultant shall submit to the Client regular progress reports, with respect to the services provided by the Consultant. If the Client, acting reasonably, deems additional progress reports necessary, the Consultant shall supply all additional progress reports requested by the Client.
- (b) The Consultant shall meet with the Client to review the progress of the project and the performance of the Consultant's services.

5. Additional Services

- (a) Additional Services are not included in the basic services, and shall only be provided if specifically authorized in writing by the Client.

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- (b) Additional Services shall be paid for by the Client as provided for in this Agreement.

GENERAL CONDITIONS

6. Copyright and Use of Documents

- (a) Plans, sketches, drawings, graphic representations and specifications as instruments of service are and shall remain the property of the Towns of Canmore and Banff, the MD of Bighorn and Parks Canada Agency whether the Project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of plans, sketches, drawings, graphic representations and specifications for information.
- (b) Submissions or distribution of the plans, sketches, drawings, graphic representations or specifications to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Client's rights.

7. Authorship

- (a) The Consultant shall be entitled at his expense to include as part of the Contract Documents a provision whereby a sign identifying the Consultant may be erected on the Project site.

8. Arbitration

- (a) All matters in dispute under this agreement may, with the concurrence of both the Client and the Consultant, be submitted to arbitration under the laws of the Province of Alberta.
- (b) The parties to the agreement may jointly appoint a single arbitrator, or if they fail to agree on such arbitrator shall each appoint one nominee to a board of arbitration. These nominees shall together agree upon a third person to act as chairman; the three persons so selected shall constitute the board of arbitration.
- (c) The award of the arbitrator or board of arbitration shall be final and binding upon the parties.

9. Suspension of Agreement

- (a) The Client may, at any time by notice in writing, suspend the Consultant's services.
- (b) The Client shall pay all fees accrued due to the Consultant to the time of suspension, but payment of all other fees may be suspended by the Client.
- (c) The Client shall not be responsible for any fees incurred by the Consultant during the period of any suspension unless the Consultant satisfies the Client, before incurring any such fees of the necessity for the same and provides the Client with such documentation as may be required by the Client in support of the claim for fees.
- (d) The Consultant shall resume and complete the services in accordance with the terms of this agreement upon written notice from the Client. The Client shall make an equitable adjustment for terms of this agreement which are affected by the suspension including time requirements and payments. Any dispute as to what constitutes an equitable adjustment may be decided by arbitration in the manner herein provided.

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10. Termination

- (a) Unless otherwise stated in this agreement, the Consultant's services terminate one year after certification of Substantial Performance (the "warranty period"). For

services required following expiry of the period of one year after certification of Substantial Performance, the Client shall arrange with the Consultant for services.
- (b) This agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- (c) This agreement may be terminated by the Client upon at least seven days' written notice to the Consultant in the event that the Project is permanently abandoned.
- (d) In the event of termination, the Consultant shall be compensated within 30 days of the date that an invoice is rendered for all reasonable services performed to termination date, together with reimbursable expenses then due. The Client shall have no further liability of any nature whatsoever to the Consultant for any loss of profit or any other losses suffered, either directly or indirectly, by the Consultant as a result of the termination of this Agreement.
- (e) The Consultant agrees that termination or suspension of this agreement or damage to the services to be provided under this agreement in accordance with **Schedule "B"**, does not operate so as to relieve or discharge the Consultant from any obligation under the agreement or imposed upon him by law in respect to the services or any portion of the services that he has completed.

Law Governing this Agreement

- (a) Unless otherwise specified, this agreement shall be governed by the laws of the Province of Alberta.

12. Successors and Assigns

- (a) The Client and the Consultant, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party of this agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this agreement. Except as otherwise provided herein, neither the Client nor the Consultant shall assign, sublet, or transfer an interest in this agreement without the written consent of the other.

13. Extent of Agreement

- (a) This agreement including Schedules A, B, C and D represents the entire and integrated Agreement between the Client and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.

14. Insurance

- (a) The Consultant shall during the term of this Agreement and at its own expense maintain with Insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta and in forms satisfactory to the Client the following insurance policies.

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- (b) Comprehensive General Liability insurance policy for bodily injury (including death) and property damage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive limit for any one occurrence and such policy shall include:
 - I) The Client as well as Parks Canada Agency named as an Additional Insured with respect to liability arising out of or **in** connection with the services;
 - II) A Cross Liability clause;
 - III) Contractual liability coverage;
 - IV) Non-owned Automobile liability clause.
- (c) A Professional Liability insurance policy for damages arising out of negligent acts, errors, or omissions, by or on behalf of the Consultant in providing professional services under this Agreement, such insurance policy to be in the amount of ONE MILLION DOLLARS (\$1,000,000.00) not less than for any one claim, and in the annual aggregate, and such insurance shall remain in operation for at least 12 months after completion of the Project, or such other amount as agreed to between the Client and the Consultant and confirmed in writing.

15. Indemnity

- (a) The Consultant shall indemnify the Client and Parks Canada Agency, their servants, agents and employees, from all claims, demands, payments, judgments, expenses, actions, costs, and losses arising from negligent acts, errors or omissions of the Consultant, its servants, agents and employees, or sub-consultants, in the performance of professional services under this agreement.
- (b) The Client shall indemnify the Consultant from all claims and losses arising from negligent acts, errors or omissions of the Client in the performance of services under this agreement.
- (c) The Client waives all rights to indemnification from the Consultant and its employees for claims or losses arising from negligent acts, errors or omissions arising under this agreement for any such claims or losses paid for by insurance obtained by the Consultant. The aforesaid waiver shall not be applicable to subrogation under (a) above by the Consultant's Professional Liability insurer, if any, in the case of design claims, the defence of which was tendered to the Consultant within a reasonable time after it arose.

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16. Fees and Reimbursable Expenses

- (a) The Client agrees to pay the Consultant in accordance with the provisions of **Schedule “D”**, "Terms of Payment", upon the prompt and faithful performance of the services to the satisfaction of the Client.
- (b) The Client shall not be required to make payment for services or costs or disbursements rendered under this agreement to remedy errors or omissions for which, in the opinion of the Client, the Consultant is responsible.
- (c) Where changes have been made to **Schedule “B”** in accordance with Clause 2 hereof, or when the parties agree in writing to the provisions of the additional services by the Consultant the Client and the Consultant may adjust **Schedule “D”** accordingly. If the Client and the Consultant cannot agree to the terms of the adjustment, then the dispute may be submitted to arbitration as set out in this agreement. The Client and the Consultant shall have no other claim against each other for any adjustment to the agreement price as a result of any change to the services, except as set out within this section.

IN WITNESS WHEREOF the parties hereto have set their hands and seals and the corporate entities have set the hands of its proper officers, the day and year first above written.

TOWN OF CANMORE

Per: _____
c/s

Per: _____

Per: _____
c/s

Per: _____

EXAMPLE

SCHEDULE "A"

Request for Proposal

EXAMPLE

SCHEDULE "B"

Consultants Proposal

EXAMPLE

SCHEDULE "C"

Clause 5(a)

List of Additional Services provided by the Consultant to the Client

EXAMPLE

SCHEDULE "D"

Clause 16(a) Terms of Payment to the Consultant by the Client

1.0 Consulting Fee

1.1 All Consulting Fees shall be on a time basis unless subsequently agreed otherwise.

2.0 Payment

2.1 Application for payment may be made monthly, as the services progress for the value of services performed to a date agreed to between the Consultant and the Client.

2.2 The Consultant shall submit with each monthly invoice to the Client a tabulation of names of personnel employed on this project, their respective classification level, hours worked and hourly rate billed. Hourly rate billed shall be based on payroll cost plus mark-up to cover overhead and profit.

2.3 Invoices shall be accompanied by Personnel time sheets, vouchers, receipts and other materials as may be required by the Client.

2.4 The Consultant shall submit with the monthly invoice notification of any liability which may fall upon the Client if not paid for by the Consultant.

3.0 Sub-Consultant's Fee

3.1 Sub-Consultant's fees shall be based on Clauses 1 and 2 above and shall be invoiced to the Consultant and then to the Client without any mark-up for handling.

4.0 Disbursements

4.1 All out-of-pocket expenses incurred by the Consultant or by a Sub-Consultant when carrying out services defined in **Schedule "B"** hereto shall be reimbursed by the Client as a disbursement at cost plus five (5%) percent to cover handling or as defined in the consultants proposal (**Schedule "B"**).

4.2 Disbursements shall include:

- (a) Printing: all for each of the following:
 - Reports: _____sets
 - Specifications: _____sets
 - Engineering Drawings: _____sets
- (b) Photocopies
- (c) Travel and related costs (no travel costs paid for travel between Calgary and Banff)
- (d) Support services (eg.: courier, laboratory)
- (e) Long distance telephone calls
- (f) Word processing
- (g) Photographs
- (h) Other expenses as may be agreed

4.3 Local fax messages and other office computer time will NOT be allowed as disbursements.

EXAMPLE

5.0 Maximum Fees Payable

- 5.1 The maximum total fees payable to the Consultant for the provision of all services for the project, including disbursements, unless subsequently amended, in writing, in accordance with the Contract hereto, shall be _____ DOLLARS (\$_____) in Canadian funds EXCULding the Goods and Services Tax.
- 5.2 This is the total budget amount derived from the table in **Schedule “B”**.
- 5.3 The breakdown and allocation of the total budget amount among the various services shown on the table in **Schedule “B”** may only be amended with the Client's written approval.
- 5.4 The Goods and Services Tax is to be quoted as a separate amount on all taxable supplies. Zero rated and exempt supplies are to be noted separately.
- 5.5 All invoice billings shall show the Goods and Services Tax as a separate amount.

6.0 Man-Hours

- 6.1 The maximum budget of man-hours allocated to each service shall be as shown on the tables of **Schedule “B”** and may only be adjusted with the Client's written approval.

7.0 Payment

- 7.1 The Client shall make progress payments within thirty (30) days from the date of receipt by the Client, against the accrued amount invoiced and less the aggregate of previous payments
- 7.2 In the event of any discrepancy in the Consultant's invoice, or should doubt arise as to the validity of any item, or should such similar need for checking or explanation be apparent, then the amount in question shall be temporarily deleted from the invoice and the remainder of the invoice paid. The discrepancy shall be investigated and the matter resolved before the issuance of the next invoice.