



Request for Proposal 1225

Date of Issue: January 11, 2012

CONSULTING SERVICES FOR TOWN OF CANMORE STREET & DRAINAGE REHABILITATION PROGRAM

(THIS IS NOT AN ORDER)

SUMMARY

The Town of Canmore seeks to retain two (2) or more qualified consulting firms to perform engineering services related to Canmore's annual Street & Drainage Rehabilitation and Enhancement Projects and Pedestrian and Cyclist Facility Rehabilitation and Enhancement Projects. The initial term for the assignment will be one (1) year and may be extended or renewed under the same terms and conditions for one (1) year periods, not to exceed four (4) additional years.

File Number:	1225	Closing Time:	14:00:00 Mountain Time
		Closing Date:	January 27th
Note:	Submissions will <u>NOT</u> be opened publicly		

It is the Proponent's responsibility to request clarification of any item that is unclear or uncertain within the content of the Proposal package before closing time, by contacting:

Proposal Information:	Phone:	Fax:	Email:
Andy Esarte	403-678-1545	403-678-1534	aesarte@canmore.ca

Addressed to the attention of:

Andy Esarte, P.Eng.
Manager of Engineering Services
Town of Canmore
902 7th Avenue
Canmore, Alberta, T1W 3K1

Any Addenda will be posted to www.canmore.ca/Work-With-Us/tenders.html.



Request for Proposal 1225

Date of Issue: January 11, 2012

INDEX

REQUEST FOR PROPOSAL

Instructions for submitting proposal	1
Special conditions of the proposal	2
Project Requirements	5
1 Introduction	5
2 Project Objectives	5
3 Project Scope	6
4 Submission Requirements	8
5 Proposal Evaluation	9
Price Detail Sheet	15
Signature and Waiver Sheet	17

APPENDIX

A - Project Summary Sheets

- Legacy Trail
- Street & Drainage Rehabilitation Program
- 5th Street Enhancement at Centennial Park
- Paved Pathway Rehabilitation
- Bike Lane, Sidewalk & Pedestrian Crossing Improvements

B - Sample Master Consulting Agreement



Request for Proposal 1225

Date of Issue: January 11, 2012

INSTRUCTIONS FOR SUBMITTING PROPOSAL

Each Proponent should submit five hard (5) copies of their Proposal, one (1) copy clearly marked "Original" and the four (4) others clearly marked "Copy"; along with one (1) electronic copy submitted on CD or memory stick in a Microsoft Word or PDF format. In the case of discrepancies the hard copy marked "Original" will prevail.

1. The Town of Canmore ("The Town") will not accept faxed or emailed Proposals.
2. Proposal must be written in English.
3. Each Proponent is solely responsible for ensuring that its submission is received at:

Town of Canmore Civic Centre
902 7th Avenue
Canmore, AB
T1W 3K1

at or before the stated closing time in the RFP package. Receipt of each submission will be confirmed by The Town of Canmore. The Town of Canmore is not responsible for any submission received or time stamped after the stated closing time, and will not consider any such submission.

4. Failure to address envelopes exactly as indicated may result in delayed delivery and rejection of the submission. Any submission not received at the location specified on the label by the closing date and time shown below will be returned and will not be considered.
5. To assure your submission is considered:

Cut out the label below and affix this label to the outside of your submission. If you are placing your submission in an additional envelope for shipping, the label should be on the OUTSIDE ENVELOPE.

✂-----

			Town of Canmore Civic Centre Engineering Department 902 - 7th Avenue Canmore, AB T1W 3K1		
RFP NUMBER 1225		CLOSING DATE January 27 th , 2012		CLOSING TIME 14:00:00 Canmore Civic Centre Time	
NAME OF BUSINESS ENTITY (SENT FROM)				Attn: Andy Esarte	



Request for Proposal 1225

Date of Issue: January 11, 2012

SPECIAL CONDITIONS OF PROPOSAL

1. GENERAL

- .1 The Special Conditions of Proposal are supplementary to the Conditions of Proposal, and form an integral part of the Agreement. Where items covered by these Special Conditions of Proposal are in conflict with items described elsewhere in the Agreement, or Conditions of Proposal referred to, the Special Conditions of Proposal contained herein will govern.
- .2 The following documents have been incorporated by reference into the Request for Proposal:
 - a. Master Consulting Agreement;
 - b. Affidavit of Execution; and
 - c. Affidavit of Corporate Signing Authority.
- .3 To view the referenced documents visit The Town's website (www.canmore.ca/Town-of-Canmore-Forms-Permits.html).

2. INTENTION OF AWARD

- .1 It is the intention of The Town to award to two (2) Proponents. However the right is reserved to award to more or less than (2) Proponents if deemed necessary and is in the best interest of The Town.
- .2 The Town reserves the right to award the projects in whole or in part or to delete any portion of the projects or to increase the scope of projects as may be in the interest of The Town.

3. LENGTH OF AGREEMENT

- .1 Proponents will be notified by letter if they have been identified as a Successful Proponent that may receive Assignments under the terms of the Agreement. The Town may enter into Agreements based on the terms and conditions of this RFP for a period of one (1) year from the letter date. The Town may extend or renew the option to enter into Agreements for one (1) year periods, not to exceed four (4) additional years other than work in progress. Unless or the Town gives written notice of renewal to the Successful Proponent prior to any of the first four (4) anniversary dates of the commencement date the option to enter into Agreements based on this RFP will be terminated.
- .2 Should a Successful Proponent choose not to renew the option to enter into Agreements they must provide a minimum of thirty (30) days written notice to the Town.
- .3 The Town reserves the right to extend this term to complete any in-progress projects.
- .4 Additional award periods will be based on mutual agreement between The Town and the Successful Proponent. However, The Town reserves the right to negotiate various changes to the Agreement to reflect current conditions at the time of renewal.



Request for Proposal 1225

Date of Issue: January 11, 2012

4. PROJECT PROCESS AFTER PROPOSAL EVALUATION

- .1 The Successful Proponent(s) will be established according to evaluated ranking.
- .2 A complete list of Assignments for 2012 will be established based on the approved Capital Budget. A Statement of Scope will be prepared by The Town for each Assignment and will be delegated to each Successful Proponent based on 4.4.
- .3 For each individual Assignment the scope of work will be negotiated with one of the Successful Proponents, The Town will initiate the process by providing the selected Successful Proponent with a Statement of Scope. The Statement of Scope may include reference to a Project Charter, and will outline the project objectives, scope, schedule and budget.
- .4 The selected Successful Proponent will be required to prepare a Technical and Fee Proposal for the work and if successfully negotiated The Town will issue a Letter of Award. The Master Consulting Agreement, RFP, Statement of Scope, Technical and Fee Proposal, and Letter of Award will form the Agreement.
- .5 Successful Proponents will be given Assignments based on past performance, experience, and resource availability. Successful Proponents may be required to submit Technical and or Fee Proposals for further evaluation to determine which Successful Proponent will be offered an Assignment.
- .6 There is no limit to the number of Assignments during the term of the Agreement, nor is there a guarantee of any Assignments. The number of Assignments will be dependent on the needs of The Town and capabilities of the Proponent.
- .7 There is no guarantee that all approved capital projects that fall under the description of Project Requirements Section 2. Project Objectives will be assigned to either of the successful Proponents.

5. PROFESSIONAL SERVICES TERMS AND CONDITIONS

- .1 Agreements consist of any number of the following documents including all amendments incorporated in the documents before their execution and subsequent amendments made pursuant to the provisions of the Agreement s:
 - a. Master Consulting Agreement
 - b. Request for Proposal
 - c. Addenda
 - d. Letter to Successful Proponent
 - e. Statement of Scope
 - f. Technical & Fee Proposal
 - g. Letter of Award
- .2 The Town of Canmore Master Consultants Agreement sets out the terms and conditions of consulting services. Firms who have not executed a MCA will be required to do so, prior to any award.



Request for Proposal 1225

Date of Issue: January 11, 2012

- .3 Any inconsistent or conflicting provisions contained within the documents forming the Agreement shall be resolved in the following order:

- a. Letter of Award
- b. Statement of Scope
- c. Technical & Fee Proposal
- d. Addenda
- e. Request for Proposal
- f. Master Consulting Agreement

6. INSURANCE REQUIREMENTS

- .1 Insurance requirements are outlined in the Master Consulting Agreement section 8.0.

7. PROPONENT PERFORMANCE

- .1 See Project Requirements Section 3.4 Performance Expectations

8. STAFF CHANGES

- .1 Staff changes by the successful Proponents will require written approval from The Town prior to any such change, which approval The Town may withhold in its sole discretion. The qualifications and experience of the proposed staff change must be equivalent to or better than the staff proposed on the proposal received. The Town reserves the right, in addition and without prejudice to any other right or remedy, to immediately terminate the Agreement as a result of the failure by the Successful Proponent to provide the staff proposed.

9. QUESTIONS AND CLARIFICATIONS

- .1 All requests for clarification and questions regarding this RFP should be submitted in writing via email to Andy Esarte at aesarte@canmore.ca. All questions or clarification requests should be specific to this RFP and should include references to a specific section and item number.
- .2 It is further requested that all clarification and questions requests be received no later than seventy-two (72) hours prior to close. Although every attempt will be made, The Town cannot guarantee that questions received beyond this time period will be answered prior to the RFP closing time.
- .3 Dependant on their nature, comments or answers will be returned via email from the Engineering Department or through a addenda should the information be applicable to all Proponents.
- .4 Addenda may be issued during the proposal period. All addenda become part of the agreement and must be included in the Proponents Proposal submission. It is the Proponents sole responsibility to review the electronic postings at www.canmore.ca/Work-With-Us/tenders.html for any addenda related to this RFP.



Request for Proposal 1225

Date of Issue: January 11, 2012

PROJECT REQUIREMENTS

1. INTRODUCTION

The Town invites proposals from qualified firms for the provision of engineering services for;

- Street and Drainage Rehabilitation and Enhancement Projects
- Pedestrian and Cyclist Facility Rehabilitation and Enhancement Projects

The initial term for the assignment will be one (1) year and may be extended or renewed under the same terms and conditions for one (1) year periods, not to exceed four (4) additional years.

The five year capital plan for projects related to the above are estimated at \$15,000,000. The approved budget for these programs in 2012 is over \$3,500,000. Budget figures in this document include fees for all disciplines and services required to deliver complete projects.

2. PROJECT OBJECTIVES

The Town maintains an inventory of assets and their worth, and assesses condition on a regular basis. A rolling five year capital plan is developed from projected lifecycle maintenance costs for Town Council approval each year.

The Street and Drainage Rehabilitation and Enhancement Projects typically involve complete rehabilitation and replacement of street and storm water management infrastructure including roadworks, retaining walls, sidewalks and pathways, and storm water management elements such as ditches, culverts, detention and retention areas, piping, manholes, catch basins, drywells, and related works. Works such as landscaping, trails, signs, water lines, sanitary and storm sewer, and traffic signals may be included in rehabilitation programs as appropriate and therefore included in the scope of the Agreement. Assignments may also include enhancement of existing or creation of new infrastructure in the community to improve functionality, aesthetically enhance, or modify to meet current standards and objectives.

Pedestrian and Cyclist Facility Rehabilitation and Enhancement Projects may include constructing new sidewalks, pathways or trails to improve the connectivity of the existing network, reconstructing existing infrastructure to meet current objectives, demands, or standards. Works may also include improvement to intersection or midblock pedestrian movements through enhanced crossings, signalization, or traffic calming measures such as curb extensions.

Projects may require the Successful Proponents and their subconsultants to provide a range of services that could include; public consultations, studies, concept design, preliminary design, detailed design, tendering, construction management, post construction services, assessments, reports, geomatics, geotechnical, and any other services as may be required to meet project objectives.

Assignments will vary in value of construction costs from \$5,000 or less to over \$1,000,000. The Town expects the Successful Proponent and their proposed staff to be available and eager to work on Assignments of all values.

Examples of projects that may be assigned to Successful Proponents for 2012 as part of this RFP include:



Request for Proposal 1225

Date of Issue: January 11, 2012

- Mountain Avenue – Street & Drainage Rehabilitation and Enhancement, budgeted at \$75,000 for Engineering and Construction.
- 5th Street – Street & Drainage Rehabilitation and Enhancement, budgeted at \$1,000,000 for Engineering, Geotechnical, and Construction.
- Larch – Street & Drainage Rehabilitation, budgeted at \$950,000 for Engineering, Geotechnical, and Construction.
- Legacy Trail Extension, budgeted at \$150,000 for Engineering.
- Bow Valley Trail Paved Pathway Replacement, budgeted at \$550,000 for Engineering, Geotechnical, and Construction.
- Bow Valley Trail Paved Pathway Construction budgeted at \$150,000 for Engineering, Geotechnical, and Construction.

3. PROJECT SCOPE

3.1 Assignment Scope

The scope of work for each Assignment will be identified by The Town in a Statement of Scope, or written work order, or verbal work order, or a combination thereof. The Assignment documents may include reference to a Project Charter, and will outline the project objectives, scope, schedule and budget. An Assignment is intended as a supplement to other documents included in the Agreement as identified in the Special Conditions of Proposal section 5. Professional Services Terms and Conditions.

3.2 Project Scope

Detailed project summaries for each of the projects listed in 2. Project Overview are included as appendices.

3.3 Consultant Scope of Services

The scope of services for an assignment may include the full range of services envisioned by the Consulting Engineers of Alberta including:

3.3.1 Consulting and Advisory Services

3.3.2 Engineering Project Services

3.3.3 Design Services

- Conceptual Design
- Preliminary Design
- Detailed Design

3.3.4 Procurement Services

3.3.5 Construction Services

- Construction Administration Services
- Construction Contract Resident Services

3.3.6 Post Construction Engineering Services

A detailed list of these services can be found in Schedule A of ACEC Document 31 – 2009 linked on the Consulting Engineers of Alberta website.

3.4 Performance Expectations

Performance evaluations will be used to determine future assignments under this RFP and in the evaluation of Proponents for future RFPs for which they propose services.

Performance expectations for the work are established in Table 3.4 below. The successful Proponent's performance will be evaluated from time to time on each assignment and on an annual basis as a minimum. In the case where performance does not meet expectations performance evaluation will be used as the basis for corrective action up to and including denying eligibility for future assignments under this RFP. Any evaluation will be shared with the Successful Proponent, with the goal of immediate and permanent resolution where concerns have been raised. The Town of Canmore reserves the right, in addition and without prejudice to any other right or remedy, to terminate the contract of a given successful Proponent if it is deemed that remedies cannot be established.

Table 3.4 Proponent Performance Expectations

<i>Scope</i>	Accurately and realistically defines scope and fees, schedules, and construction costs.
<i>Budget</i>	Effectively manages own forces to a fixed budget, proactively manages scope change, minimizes scope change requests, and does not exceeding authorized budget amounts.
<i>Quality</i>	Ability to deliver high quality engineering services including accurate and complete tender documents, comprehensive reports with actionable recommendations, produces effective public communication plans.
<i>Value Added Services</i>	Ability to offer value added services and to innovate and provide novel solutions, thus saving time and cost, and minimizing negative impacts to the community while providing high value infrastructure solutions.
<i>Communication</i>	Effectively communicates with various entities including The Town, contractors and consultants hired by The Town, the community, and other levels of government.



Request for Proposal 1225

Date of Issue: January 11, 2012

<i>Risk Management</i>	Identifies project risks early, assists with the development of mitigation strategies, and takes steps throughout the project to manage risk in order to minimize or avoid project delays, extra costs, and negative impacts to the community.
<i>Regulatory Compliance</i>	Understands the regulatory framework and requirements for a project, identifies steps needed to meet requirements early and proactively pursues compliance in order to avoid project delays, extra costs and negative impacts to the community.
<i>Schedule</i>	Meets schedule commitments, submits deliverables on or before target dates to the expected level of completeness.
<i>Construction Contract Administration</i>	Effectively administers construction contracts including proactively dealing with change, ensuring quality construction in accordance with contract documents, and actively managing contractor performance to maximize probabilities of on-time, on-budget construction completion in accordance with drawings and plans including all deficiencies.
<i>Project Close-out</i>	Project Closeout: Effectively and efficiently closes-out contracts, provides record drawings within a reasonable timeframe after construction completion.

3.5 Schedule

Proponents are not required to submit schedules for the work but should indicate anticipated availability of staff to accommodate possible Assignments. Individual assignment schedules will be negotiated with the Successful Proponents.

4. SUBMISSION REQUIREMENTS

4.3 General Requirements

- .1 Proponents are invited to submit a written Proposal of not more than fifteen (15) pages for the main body of the proposal which shall include; Project Understanding and Methodology, Proponent Qualification, and Past Performance.
- .2 Attach any additional information such as company brochures, a list of previous projects undertaken by the firm, personnel resumes, etc. These attachments will not be considered in the number of pages for the main body.
- .3 The title page, letter of introduction, table of contents, two-page price detail sheet, appendices, organizational charts and personnel resumes will not be considered in the number of pages.
- .4 Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proponent's capabilities for satisfying the requirements of this RFP. Emphasis should be on completeness and clarity of content.



Request for Proposal 1225

Date of Issue: January 11, 2012

- .5 The Town is looking for evidence that your firm has the experience, expertise, and capabilities to successfully complete various projects and assignments related to this RFP. Any relevant information that you provide to demonstrate this should be included in the main body of the proposal.
- .6 Proponents should use the Evaluation Criteria as listed in Section 5.6 as sections in the body of the proposal.

4.4 Title Page

Submit the following information on the title page:

- .1 RFP name;
- .2 Submission closing date and time;
- .3 Proponent's complete corporate name and address;
- .4 Telephone number, facsimile number and email address;
- .5 Name of the principal contact person.

4.5 Letter of Introduction

- .1 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;
- .2 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.

4.6 Table of Contents

- .1 List all relevant sections / headings and include page numbers for each.

5. PROPOSAL EVALUATION

5.3 Evaluation And Selection

The evaluation committee will ensure compliance with mandatory criteria and evaluate and numerically score each compliant Proposal. Proposals will be evaluated and scored against selection criteria as outlined in section 5.6. The Successful Proponent(s) will be established according to evaluated ranking. Proponents will be notified by letter if they have been identified as a Successful Proponent that may receive Assignments under the terms of the Agreement.

5.4 Confidentiality Of Evaluation

Evaluation scores and rankings are confidential, and apart from identifying the top-ranked Proponent no details of the proposal or score or ranking of any Proponent will be released to any Proponent.

5.5 Compliance



Request for Proposal 1225

Date of Issue: January 11, 2012

A Proposal will first be reviewed for compliance with the criteria of this RFP. A Proposal not complying with the criteria may be considered non-compliant and not receive further consideration. The criteria for this RFP are:

- .7 Received by The Town prior to the closing time and date as per the Instructions for Submitting Proposal;
- .8 Executed Signature and Waiver Sheet; and
- .9 Signed addendum (addenda) if applicable.

5.6 Evaluation Matrix

The Town will evaluate the proposals on the basis of project understanding and methodology, qualifications of the proponent, past performance, and price. The following evaluation matrix will be used in establishing Proponent scores:

Ref	Criteria	Weight	Rating	Score
5.6.1	Project Understanding / Methodology	25		
5.6.2	Proponent Qualifications	30		
5.6.3	Past Performance	20		
5.6.4	Price Proposal Calculated by formula as follows: $\frac{\text{lowest compliant average hourly rate}}{\text{lowest compliant average hourly rate}} \times 25 = 25 \text{ points}$ $\frac{\text{lowest compliant average hourly rate}}{\text{next bidders average hourly rate}} \times 25 = ? \text{ points}$	25		

5.7 Ratings

- .1 Proposals will be evaluated and ranked according to the outline below. The evaluation will be based on a 0 to 10 scale.

Rating	Description
10	Exceeds expectations; Proponent clearly understands the requirement, excellent probability of success.
8	Somewhat exceeds expectations; Proponent has a very good understanding of the requirement, very good probability of success.
6	Meets expectations; Proponent has good understanding of requirement, good probability of success.
4	Somewhat meets expectations; minor weakness or deficiencies, Proponent understands the requirement, fair probability of success.
2	Does not meet expectations or demonstrate understanding of the requirements,



Request for Proposal 1225

Date of Issue: January 11, 2012

	low probability of success.
0	Lack of response or complete misunderstanding of the requirements, no probability of success.

- .2 The score of each criterion will be determined by multiplying the criteria weight by the rating. The sum of all scores will be the total score.
- .3 The Town reserves the right to reject any proposal that receives a rating of two (2) or less on any criterion.

5.8 Evaluation Criteria

5.8.1 Project Understanding / Methodology (maximum 25 points)

- .1 Indicate your understanding of the key requirements and the methodology you will use in undertaking the project. Be sure to address all objectives and requirements of the RFP, including but not limited to:
 - a. Understanding of how Assignments will be determined, the type and nature of projects to be completed by Successful Proponents, understanding of challenges related to the listed projects, understanding of Town principals, mandates, visions, objectives, and requirements;
 - b. Understanding of issues unique to The Town including any social, economic, environmental, political, community or regulatory requirements and challenges that may be encountered on assignments;
 - c. Outline a proposed methodology for executing the projects including details of logistics, staffing level requirements, and expected time commitments for key staff (this will only be for an indication of project understanding – staffing levels will be determined on an assignment-by-assignment basis);
 - d. Outline any novel, innovative, or creative solutions to the challenges and requirements identified in the Project Understanding and Methodology that the Proponent feels may provide value to The Town.

5.8.2 Proponent Qualifications (maximum 30 points)

- .1 Firm stability and history:
 - a. Outline the length of time firm has been in existence;
 - b. Duration of employment at the firm of key team members;
 - c. Outline any history of working in the Bow Valley the firm may have and how that may translate into value for The Town. If a Proponent does not have a history of working in the Bow Valley they are to highlight relevant experience and outline how they intend to familiarize themselves with local conditions and requirements.
- .2 Project team:



Request for Proposal 1225

Date of Issue: January 11, 2012

- a. The proponent must identify the name of the Proponent firm, and any key sub-consultant firms, key specialists and key personnel, if applicable, to be assigned to the project, along with their licensing and/or professional affiliation(s);
 - b. Describe the experience and performance of key personnel to be assigned to this project regardless of their past association with the current proponent firm. This is the opportunity to emphasize the strengths of the individuals on the team, to recognize their past responsibilities, commitments and achievements;
 - c. Information on each team member should contain:
 - Brief CV's of a maximum of eight (8) key personnel of the consultant team who would be expected to allocate time to specific Assignments;
 - Professional accreditation, accomplishments, achievements, awards;
 - Relevant experience, expertise, competence, number of years of experience;
 - Role, responsibility and degree of involvement on past relevant projects;
 - The extent to which proposed team members have successfully performed services for projects comparable to the subject project.
- .3 Project experience:
- a. Describe the Proponent's accomplishments, achievements and experience as prime consultant on projects;
 - b. Select three (3) projects undertaken to the construction completion stage, within the last three (3) years (submissions from joint ventures are, together, not to exceed three projects);
 - c. The project description should contain the following:
 - An explanation on how each listed past project is comparable or relevant the projects listed in 3. Project Scope;
 - A brief description and intent of each project including a discussion of design philosophy and approach to meet the intent, design challenges and resolutions;
 - Client references - provide the name, address, phone and fax of client contacts at a working level;
 - Names of key personnel responsible for project delivery;
 - Any awards received.

5.8.3 Past Performance (maximum 20 points)

- .1 Where a documented history of past performance for the Town of Canmore exists which includes a minimum of three (3) recent performance evaluations an average score of documented performance evaluations will be used for the past performance score. Where



Request for Proposal 1225

Date of Issue: January 11, 2012

- appropriate the Town may also include references and other undocumented accounts to establish past performance scores.
- .2 Where a documented history of past performance does not exist, or where records are limited, references and other undocumented accounts will be utilized to establish past performance scores.
 - .3 The Town will use the criteria outlined in Performance Expectations Table 3.4 to evaluate past performance.

5.8.4 Price Proposal (maximum 25 points)

- .1 In the absence of a fixed scope Proponents are required to complete the Price Detail Sheet in order to establish an average hourly rate for the purposes of evaluation.
- .2 Price detail sheet requirements are as follows:
 - a. Include Price Detail Sheet pages 1 and 2 (signed) as part of your firm's submission. Failure to submit a signed Price Detail Sheet may result in disqualification from the Request for Proposal process.
 - b. The Total Average Hourly Rate will be used in the formula to calculate the score in the evaluation matrix.
 - c. Represent the complete project team as proposed in the RFP, to a maximum of eight (8) personnel in the price detail sheet table. Note that Administration is not included in the number of key personnel that make up the project team.
 - d. The proponent is free to determine the Usage Factor for each team member based on the range of possible Assignments proposed in this RFP. If the evaluation team feels that Usage Factors differ significantly from expectations this may impact a Proponents evaluation scores for Project Understanding.
 - e. The Hourly Rate is to be for the initial year of this agreement. Hourly Rates for subsequent years may be adjusted based on APEGGA's published inflation factors.
 - f. All travel costs, lodging, and meals are to be included in the Hourly Rates.
 - g. Disbursements are to be applied to Hourly Rates in accordance with the MCA.
 - h. If team members are not based out of a local office, all time and expenses for travel to and from Canmore, and or accommodations, are to be factored into the Hourly Rate.
 - i. Propose one Hourly Rate only for each required field; ranges will not be accepted (e.g. \$50 to \$60).
 - j. Ensure that each field requiring a numeric value has a numeric value.
 - k. Price in Canadian dollars.
 - l. GST should **NOT** be included in the Hourly Rate.



Request for Proposal 1225

Date of Issue: January 11, 2012

- .3 For the purposes of determining individual Hourly Rates the following additional information can be assumed:
- a. Use of Specialist Consultants, land surveyors, material testing agencies, and geotechnical consultants will be negotiated for each assignment based on the specific project requirements.
 - b. Start-up and progress meetings will be held in Canmore. Each assignment will require one to two (1-2) start-up meetings, bi-weekly progress meetings during design and weekly progress meetings throughout construction.
 - c. 50% utilization for resident inspection and construction management.



Request for Proposal 1225

Date of Issue: January 11, 2012

Price Detail Sheet Page 1 of 2

Proponents are to complete the table below inputting hourly rates and calculating disbursements and the average hourly rate as shown in the sample calculation. Hourly rates are to be determined in accordance with 5.8.4 Price Proposal. It is agreed and understood that the actual project team their rates and usage factors for any given assignment may differ from the key personnel identified below.

Team Members (Name, Credentials, and Title)	Usage Factor (must sum to 100%)	Hourly Rate	Disbursements @ 8%	Usage Factor x (Hourly Rate + Disbursements)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
Total Average Hourly Rate				

1. Include Price Detail Sheet pages 1 and 2 (signed) as part of your firm's submission. Failure to submit a signed Price Detail Sheet may result in disqualification from the Request for Proposal process.
2. The Total Average Hourly Rate will be used in the formula to calculate the score in the evaluation matrix.
3. Represent the complete project team as proposed in the RFP in the price detail sheet table.
4. The proponent is free to determine the Usage Factor for each team member. Usage Factors should reflect typical usage for the project work proposed. If the evaluation team feels that Usage Factors differ significantly from expectations this may impact a Proponents evaluation scores for project understanding.
5. The Hourly Rate is to be for the initial year of this agreement. Hourly Rates for subsequent years may be adjusted based on APEGGA's published inflation factors.
6. All travel costs, lodging, and meals are to be included in the Hourly Rate.
7. Disbursements are to be applied to Hourly Rates in accordance with the MCA.
8. If team members are not based out of a local office all travel time to and from Canmore is to be factored into the Hourly Rate.
9. Propose one Hourly Rate only for each required field; ranges will not be accepted (e.g. \$50 to \$60).
10. Ensure that each field requiring a numeric value has a numeric value.
11. Price in Canadian dollars.
12. GST should **NOT** be included in the Hourly Rate.



Request for Proposal 1225

Date of Issue: January 11, 2012

Price Detail Sheet Page 2 of 2

Name of Business Entity:

Authorized Representative:

Printed Name

Signature

Sample Average Hourly Rate Calculation

Team Member	Usage Factor	Hourly Rate	Disbursements @ 8%	Usage Factor x (Hourly Rate + Disbursements)
1. Administrative	5%	\$75.00	\$6.00	\$4.05
2. Jim Smith (Technologist)	45%	\$100.00	\$8.00	\$48.60
3. Jane Doe (Int. Eng, Project Manager)	40%	\$125.00	\$10.00	\$54.00
4. Sally Mae (Sr. Eng, Project Sponsor)	10%	\$150.00	\$12.00	\$16.20
Total Average Hourly Rate				\$122.85

Price Score Formula

$$\frac{\text{Lowest Average Hourly Rate of All Proponents} \times 25}{\text{Proponent Average Hourly Rate}} = \text{Price Score}$$



Request for Proposal 1225

Date of Issue: January 11, 2012

SIGNATURE AND WAIVER SHEET

1. The Proponent hereby acknowledges that prior to submitting a Proposal for this project, the Proponent has obtained from The Town's web site (<http://www.canmore.ca/Work-With-Us/tenders.html>) and thoroughly reviewed in order to be familiar with and certain as to all of the terms and conditions set out in the Request for Proposal documents and all amendments thereto which are incorporated by reference into the above-cited Proposal as follows:

- a) Town of Canmore Master Consulting Agreement;
- b) Affidavit of Execution; and
- c) Affidavit of Corporate Signing Authority.

The referenced documents may be viewed at The Town's website (www.canmore.ca/Town-of-Canmore-Forms-Permits.html).

- a) The Proponent acknowledges the documents incorporated by reference as indicated in paragraph 1 above.
 - b) The Proponent further acknowledges that unless otherwise agreed by both parties and confirmed in writing it is subject to and bound by each provision included in each document incorporated by reference to the same extent that it would be if each such provision were set out and included with the hard copy of the Contract Documents.
 - c) The Proponent further acknowledges and confirms that either:
 - i) It has read and understood each provision included in each document incorporated by reference; or
 - ii) By signing this Signature and Waiver Sheet it waives any and all rights to claim or argue that it was not aware of any provision of any document incorporated by reference.
2. The terms of this document are severable from one another, and the invalidity of any one or more paragraphs in this document, will not affect the validity of the other paragraphs.
 3. The Proponent hereby acknowledges it has thoroughly reviewed and understood all the terms and conditions of the Request for Proposal ("RFP") which include those contained in the Instructions for Submitting Proposal, Special Conditions of Proposal, all documents included by reference as set out in Paragraph 1, all drawings and specifications as may be listed in the Index (together the "Terms and Conditions").
 4. By signing this sheet, I confirm I have the full authority to represent the Proponent in all matters relating to the Proposal, and I confirm that the Proponent agrees to be bound by all the Terms and Conditions.



Request for Proposal 1225

Date of Issue: January 11, 2012

Name of Business Entity	
Complete Address:	
Phone	Mobile Phone
Fax	Email
Website	
Proponent Signature	Affix Corporate Seal:
Title	
Printed Name	
Date	

Note: A seal is a preferred element of the signing of a submission. However if the corporation or other legal entity making the submission does not have a seal or if it is not available, the corporation or entity should provide reasonable documentation to confirm the printed name and position of the person or persons signing, and also to confirm that such person or persons signing on behalf of the entity has or have authority to bind the entity. Affidavits of authority and execution will normally constitute reasonable confirming documentation. Forms for each of these affidavits can be found at (www.canmore.ca/Town-of-Canmore-Forms-Permits.html). Without limiting the preceding paragraph but for further clarity, if the corporation or other legal entity does not have a seal or if it is not available:

- For a corporation or other business association, the printed name and position of the person or persons signing together with an affidavit of execution and an affidavit of authority should be completed and submitted,
- For an individual or sole proprietorship, the printed name and position of the person signing together with an affidavit of execution should be completed and submitted.

Appendix 'A'



Project Number: 1224

Budget Year	2012
Year Identified	2012

2012 Budget	\$150,000
Anticipated 5 Year Budget	\$3,265,000

Project Description:

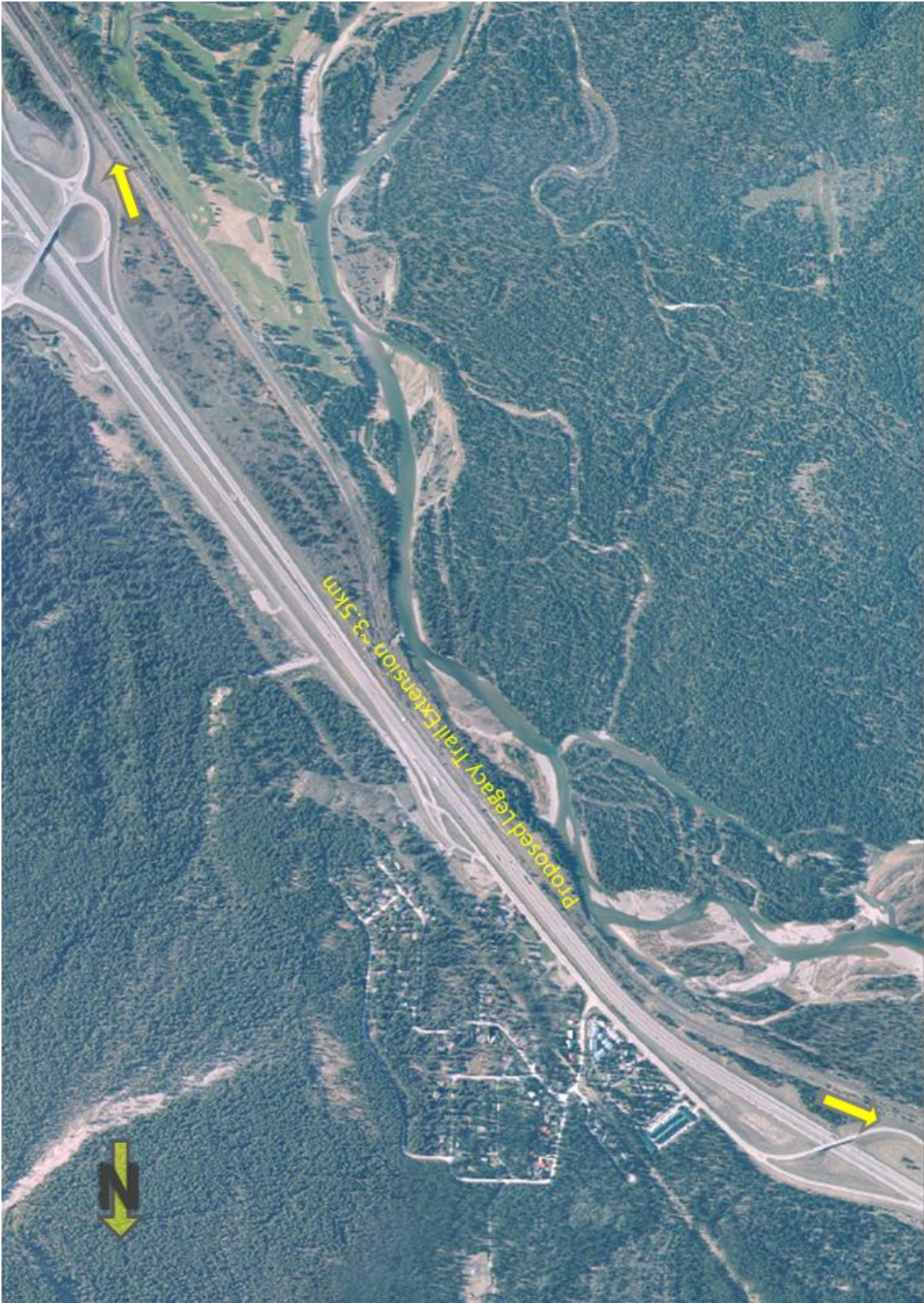
The Town is currently pursuing \$150,000 in funding for Engineering of a portion of the Legacy Trail. The objective is to develop construction ready drawings and documents for a 3.5 km extension of the Legacy Trail between the East Gate of Banff National Park and Ray McBride Street in Canmore. The proposed alignment is constrained by the Trans-Canada Highway and Canadian Pacific Railway. Road side safety and protection of the Canadian Pacific Railway Right-of-Way must be addressed.

Project Rationale:

This project will provide connectivity between the current termination of the highly successful Legacy Trail and Canmore. Once complete residents and visitors alike will be provided a safe and continuous multi-use trail from Canmore to Banff.

The Legacy Trail saw more than 60,000 trips in 2011 and proved a popular tourist attraction. Officially extending the trail to Canmore will raise our communities profile as a tourist destination and in turn is expected to provide a benefit to local businesses.

There is currently no practical access to the east end of the Legacy Trail and users are presently unsafely and illegally utilizing the Trans-Canada Highway. It is highly desirable to provide users with a safe and legal access from Canmore.



2012 LEGACY TRAIL



**Town of Canmore
Engineering Services**

**Street & Drainage
Rehabilitation Program**

Project Number: 1225

Budget Year	2012
Year Identified	2007

2012 Budget	\$2,500,000
Anticipated 5 Year Budget	\$10,300,000

Project Description:

This program is presented to Council for approval annually. The objectives of the program is to fund the major rehabilitation and replacement of street and storm water management infrastructure including road works, retaining walls, sidewalks and pathways, and storm water management elements such as ditches, culverts, detention and retention areas, piping, manholes, catch basins, drywells, and related works. Works such as landscaping, trails, signs, water lines, sanitary and storm sewer, and traffic signals may be included in rehabilitation programs as appropriate. The program is intended to maintain or restore the condition of assets to an acceptable level of service by applying cost effective treatments in a timely manner.

The 2012 Program Includes \$2,500,000 in works allocated to projects as follows:

- A. \$75,000 - Trial conversion of Mountain Avenue to a one-way street between Ray McBride and the Akai Motel.
- B. \$750,000 – Rehabilitation of 5th Street from Policeman's Creek to west of 6th Avenue. This rehabilitation project will be performed in conjunction with a streetscape enhancement. See Project Number 1227.
- C. \$950,000 – Mill and overlay 100, 200, 300, 400, 500, & 600 Larch and 100th Avenue to Woodside. The project will include minor drainage improvement in problem areas.
- D. \$575,000 – Street & Drainage Rehabilitation to be identified by Town of Canmore summer 2012.
- E. \$150,000 – Reinstall traffic signals at the intersection of Bow Valley Trail and Benchlands Trail on new bases. Replace loop detectors with camera detection system.

Project Rationale:

An effective pavement management program promotes the timely application and selection of treatment methods for extending the service life of roadways before reconstruction. Although asphalt overlays consume asphaltic materials, reconstruction projects are generally more environmentally intrusive and require greater amounts of bitumen and energy than other treatments. Planning the timely rehabilitation of roadways will also reduce maintenance requirements for surface and pot hole patching. When it is time to rehabilitate our oldest residential roadways, the Town considers sustainable street designs which reduce excessive pavement widths, and retain gravel parking. Application of sustainable street designs is dependent on consideration of costs versus environmental benefit, and impact to adjacent residents, businesses and future development.

This annual program is for the lifecycle management of the Town's roadway, surface drainage and sidewalk infrastructure. Administration will deliver a comprehensive asset management plan in 2012 which will outline The Town's long term infrastructure life-cycle management needs.



2012 STREET & DRAINAGE REHABILITATION



**Town of Canmore
Engineering Services**

5th Street Enhancement at Centennial Park

Project Number: 1227

Budget Year	2012
Year Identified	2011

2012 Budget	\$250,000
Anticipated 5 Year Budget	\$250,000

Project Description:

Enhancements to 5th Street at Centennial Park will be performed in conjunction with Project Number 1225 B - Rehabilitation of 5th Street from Policeman's Creek to west of 6th Avenue. The objective is to improve the connectivity to Centennial Park and Lawrence Grassi Middle School. This includes constructing curb extensions (bulbs) at the intersection of 5th Avenue and 5th Street to calm traffic and shorten pedestrian crossing distances. The bus drop off loop will be paved to improve its function and aesthetic for event and school users. A wide sidewalk will be installed along the south limits of Centennial park to provide a safe pedestrian movement for residents and visitors.

Project Rationale:

The project supports alternative modes of transportation, which will reduce fossil fuel consumption and emissions.

An accessible and user friendly pedestrian network allows people to live both economically and environmentally stronger than the life where vehicle reliance is the cornerstone of transportation. A strong pedestrian and cycling network is consistent with the Town's adoption of the Natural Step.

These works are intended to improve and facilitate alternative modes of transportation. Alternative modes of transportation are fundamental factors in achieving environmental stewardship and sustainability.



Notes:
 Draft concept for discussion of general principals only
 Final layout and dimensions to be determined through consultation, survey, and design

2012 5TH STREET ENHANCEMENT AT CENTENNIAL PARK



**Town of Canmore
Engineering Services**

Paved Pathway Rehabilitation

Project Number: 1230

Budget Year	2012
Year Identified	2011

2012 Budget	\$550,000
Anticipated 5 Year Budget	\$550,000

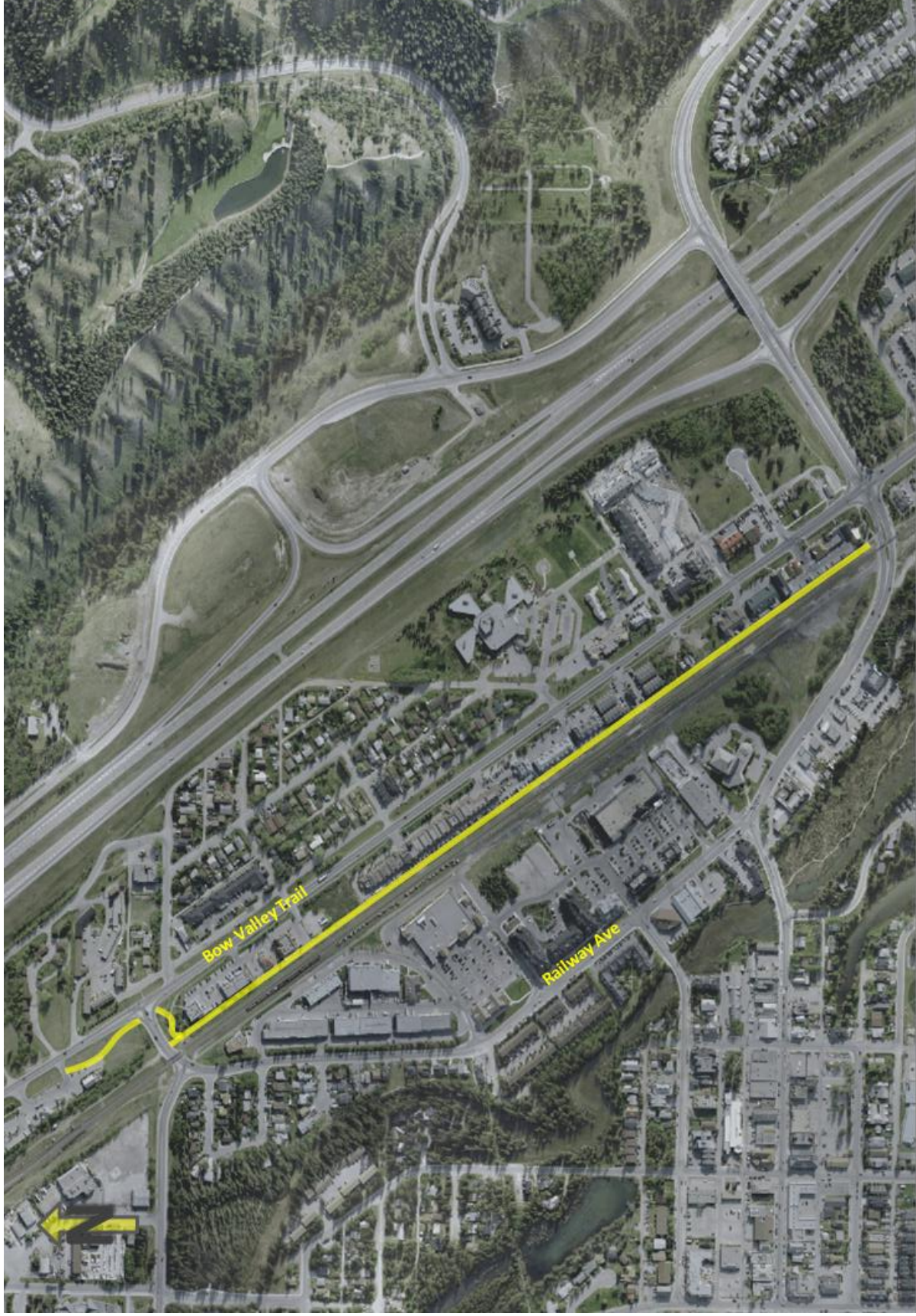
Project Description:

This project is to rehabilitate the asphalt paths adjacent to the east side of the CPR tracks between Railway Avenue and 17th Street, as well as the section adjacent to Bow Valley Trail between 17th Street and the Sage Bistro.

Both segments of pathway are badly deteriorated and pose numerous safety hazards and concerns. The majority of the pathway and base structure needs to be completely reconstructed to mitigate poor soil conditions and frost heaving.

Project Rationale:

The pathways are an integral part of our pedestrian network. They see significant commuter use which helps reduce consumption of fossil fuels.



2012 PAVED PATHWAY REHABILITATION



Budget Year	2012
Year Identified	2007

2012 Budget	\$150,000
Anticipated 5 Year Budget	\$750,000

Project Description:

This program is presented to Council for approval annually. The objectives of the program are to construct minor street improvements to sidewalks, curbs and crossings to increase comfort, safety and enjoyment for alternative modes of transportation including pedestrian and bicycles. Specific focus would include modifications to give more efficiency and flow to alternate Transportation methods, including extending and improving the connectivity of the trail system.

Projects for 2012 include:

- A. Constructing a segment of regional pathway along Bow Valley Trail in anticipation of connection to the Legacy Trail in 2013
- B. Tie existing concrete walk at 300 Palliser Lane to the existing paved regional pathway on Palliser Trail.

Improved links between Canmore's Town Centre and the Alberta Visitor Information Centre will be required to accommodate increasing Legacy Trail traffic. Improvements to the pathway network along Bow Valley Trail connecting to the Legacy Trail were also identified through the 2011 Bow Valley Trail Area Redevelopment Plan Charrettes.

There are currently incomplete portions of walk and lack of connections for pedestrian facilities between 300 Palliser Lane and the regional pathway on the east side of Palliser Trail.

Project Rationale:

Alternate forms of transportation require much less materials than do those more traditional forms of transportation, such as the vehicle. Improved paths and walks helps reduce the need to use automobiles and subsequently reduced use of fossil fuels.

An accessible and user friendly pedestrian network allows people to live both economically and environmentally stronger than the life where vehicle reliance is the cornerstone of transportation. A strong pedestrian and cycling network reflects leadership and consistency with the Town's adoption of the Natural Step.

These works and improvements are geared towards facilitating and enhancing bicycle and pedestrian facilities and movements which are fundamental principles of environmental stewardship and sustainability. These improvements should enhance the "flow" and "connectedness" of alternate transportation routes in Canmore and facilitate walking or cycling as an alternative to the automobile.



2012 BIKELANE, SIDEWALK & PEDESTRIAN CROSSING IMPROVEMENTS

Appendix 'B'

**MASTER CONSULTING AGREEMENT
TERMS AND CONDITIONS**

THIS AGREEMENT DATED: _____

BETWEEN:

THE TOWN OF CANMORE
a Municipal Corporation of the Province of Alberta,
(hereinafter referred to as "The Town")

OF THE FIRST PART

- and -

(hereinafter referred to as the "Consultant")

OF THE SECOND PART

WHEREAS the parties wish to provide general terms and conditions under which the Consultant will perform consulting services from time to time for The Town or an affiliate thereof, pursuant to an Assignment, Statement of Scope, Request for Proposal, written or verbal work orders or requests for services, which shall be confirmed in writing by Award Letter issued by The Town;

NOW THEREFORE the parties agree that this Master Consulting Agreement (which may also be referred to as the "MCA") will form part of each engagement of the Consultant to provide consulting services to The Town, along with a project specific scope of work and Award Letter.

1.0 Purpose and Relevant Documents

1.1 The purpose of this document is to:

- (a) provide general terms and conditions for the Consultant to provide consulting services from time to time; and
- (b) identify the Consultant as being eligible for providing consulting services to The Town.

1.2 The document by itself does not obligate The Town to order any services from the Consultant, or for the Consultant to accept any order for services from The Town.

1.3 Each project that is to be carried out by the Consultant on behalf of The Town will require and be governed by:

- (1) one or more of a Statement of Scope, Request for Proposal, written or verbal work order, request for services that confirms the scope of services required,
- (2) an Award Letter, and
- (3) this Master Consulting Agreement.

1.4 Without limiting the generality of the foregoing, but for greater clarity, the following documents (collectively called the "Agreement") will constitute and contain the terms of

agreement between the parties for the performance of consulting services ("Services") in respect of a particular project:

- (a) one or more of a Statement of Scope, Request for Proposal, and written requests for services;
- (b) written response or proposal letter outlining scope and fees ("Proposal") reviewed and accepted in writing by the Owner;;
- (c) The applicable Letter of Award;
- (d) This Master Consulting Agreement, and
- (e) Any other document as is specifically identified or incorporated by reference in the applicable Award Letter.

2.0 Term of Master Consulting Agreement

- 2.1 This MCA will be in effect for a period of one (1) year commencing as of the effective date set out at the beginning of this document (hereinafter referred to as "Term").
- 2.2 When mutually agreeable between The Town and the Consultant, the term of This Master Consulting Agreement may be extended or renewed under the same terms and conditions for one (1) year periods, not to exceed four (4) additional years. Unless or until either party gives at least thirty (30) days written notice of termination prior to any of the first four (4) anniversary dates of the commencement date, the extension or renewal will be automatic without any further documentation or confirmation being required.

3.0 Performance

- 3.1 Upon the Consultant agreeing to perform the Services and upon The Town issuing an Award Letter therefore, the Consultant will undertake the performance of the Services as scheduled by The Town and thereafter carry them on to completion with due diligence and in a proper professional manner in accordance with generally accepted professional standards. The Town may, at its absolute discretion, stop or suspend the performance of the Services at any time, but when the Consultant is not in default, The Town shall reimburse the Consultant in accordance with its schedule of rates referred to below for the reasonable costs occasioned by such stoppage or suspension. The Consultant shall make no change or alteration in the Services or perform any additional Services without The Town's written authorization, which authorization will not be unreasonably withheld or conditioned.
- 3.2 The Town may request that the Consultant provide Services to affiliates of The Town from time to time. The phrase "affiliate of The Town" includes but is not limited to any corporation or partnership in which The Town holds a controlling interest. The Consultant agrees that in the event of the Consultant and an affiliate of The Town mutually agreeing to have the Consultant provide services, the terms and conditions herein will apply to the provision of Services to the affiliate of The Town. References hereinafter to "The Town" are deemed to refer to or include any affiliate for whom the Consultant is providing Services, when appropriate.
- 3.3 The Consultant agrees to immediately report all orders, notifications, advice or other contact, whether verbal or written, received from governmental officials (whether federal, provincial or local) relating to the provision of Services to The Town.
- 3.4 The Consultant may be evaluated on its performance at any time during the Term as well as on contract completion. The Town's project manager shall provide a copy of the completed vendor performance evaluation form to the Consultant. Information contained

in the form will be used for future proposal evaluations and award recommendations. Should the Consultant view any of the information contained therein to be at variance with its own evaluation of performance, the Consultant shall, within ten (10) days of receipt of the vendor performance evaluation form, give notice in writing to The Town setting out the items in question which the Consultant feels to be incorrect. The Town will then arrange a meeting including the project manager for The Town and the Consultant to review the differences.

4.0 Acquaintance with Conditions

- 4.1 The Consultant shall acquaint itself with the job site and with all conditions pertaining to the performance of the Services. The Town accepts no responsibility for the failure of Consultant to familiarize itself as required, and is not prepared to allow any claim for an increase in fees or compensation arising from any failure of Consultant to reasonably anticipate difficulties.

5.0 Duties of the Consultant

- 5.1 In the performance of the Services, the Consultant, where applicable, shall:

- (a) Before starting the Services, appoint a competent, authorized representative acceptable to The Town to represent and act for the Consultant, inform The Town in writing of the name and address of such representative together with a clear statement of the scope of authority to represent and act for the Consultant, and specify any and all limitations of such authority.
- (b) Furnish at its own expense and cost any and all necessary labour, machinery, equipment, tools, transportation, permits, materials, and whatever else is necessary in the performance and completion of the Services other than such items therefor as The Town specifically agrees to furnish.
- (c) Comply with all applicable legislation, regulations, codes and rules of any governmental body having jurisdiction, including without limitation the Environmental Protection and Enhancement Act (Alberta) and the Alberta *Workers' Compensation Act*. In addition to the foregoing and not in substitution, Consultant must fully comply with all applicable safety legislation, regulations, codes and bylaws, whether Federal, Provincial, or local. In case of any overlap the more stringent will apply. It is the responsibility of Consultant to ensure that all subconsultants, contractors, suppliers, agents, and employees employed by Consultant in the performance of its obligations herein are aware of and conform to all applicable Federal, Provincial and local safety legislation, regulations, codes and rules.
- (d) Cause a minimum of interference with The Town's operations and the operations of other contractors on the premises, take all necessary precautions to protect the premises and all persons and property thereon from damage, and, on completion of the Services, leave the premises clean and free of all tools, equipment, waste material, and rubbish.
- (e) Pay and discharge all valid taxes, lienable claims, charges or other impositions imposed or to be imposed by law on Consultant or The Town arising out of, in connection with, or resulting from the Services performed. The Consultant agrees to indemnify The Town against any liability for any such taxes, lienable claims, charges or impositions except taxes imposed on Services that The Town has specifically agreed to pay for.

6.0 Fees Payable

6.1 Unless a fixed fee consultant contract is in place, the following fee structure will apply to all work:

- (a) The Town will pay the Consultant for its fees and disbursements in connection with Services performed under the applicable Award Letter. The method of billing fees and disbursements will be as agreed between The Town and the Consultant, confirmed in writing.
- (b) The fees payable must not exceed a total agreed amount, unless The Town has provided prior written approval. If there is to be a contingency amount in addition to the above-described total amount payable, no amount of such contingency may be paid to the Consultant as fees or otherwise without prior approval in writing from the duly authorized representative of The Town, acting reasonably.
- (c) Disbursements will be in addition to the fees payable, and be billed to a maximum of eight (8%) percent of fees, unless otherwise agreed by The Town and the Consultant and confirmed in writing.
- (d) Invoices will be payable by The Town for work completed hereunder to the satisfaction of The Town, within forty-five (45) days of receipt of an invoice detailing hours worked and disbursements included. If the parties so agree fees may be made payable at regular intervals during the currency of this Agreement for work in progress completed to the satisfaction of The Town.
- (e) Goods and Services Tax (GST) is excluded from the prices herein. GST, to the extent applicable, will be shown separately on all invoices and will be paid by The Town to the Consultant. If GST is applicable, the Consultant agrees to include its Business Number on all invoices and remit to the Canada Revenue Agency ("CRA"), pursuant to the provision of the *Excise Tax Act* (Canada), as amended from time to time, any GST paid or due. If the provision regarding unregistered suppliers and "small suppliers" as defined in Section 148 of the *Excise Tax Act* applies, the Consultant should indicate this status on its invoices.
- (f) The Consultant acknowledges that The Town is obligated to deduct a percentage specified by the CRA from certain taxable payments to non-residents, as defined in the Income Tax Act (Canada), as amended from time to time, unless the Consultant provides The Town with a waiver letter from the CRA. Taxable payment includes but is not restricted to Services performed in Canada, computer software license fees, repairs and equipment rentals. For further information, the Consultant must contact the CRA.
- (g) All invoices submitted by the Consultant to The Town require the Award Letter Number as assigned by The Town to be included.

6.2 Limitations on Work and Fee

- (a) Where during the performance of any Services that incorporate this Master Consulting Agreement it appears to the Consultant that the aggregate of the fees to be paid to the Consultant by The Town will exceed the maximum limit of fees permitted to be paid pursuant to the applicable Award Letter, the Consultant must forthwith advise The Town in writing of:
 - i. the amount by which the aggregate of the fees and disbursements will exceed the limit or limits applicable thereto; and
 - ii. the reason or reasons why the limit or limits applicable thereto will be exceeded.
- (b) Unless the Consultant gives the required notice in writing as soon as practicable after the Consultant discovered or reasonably ought to have discovered that the initial limit or limits will or may be exceeded, and in any event not later than fourteen

- (14) days after such time, The Town may refuse to pay additional fees, or disbursements, or both.
- (c) The Consultant must not proceed to perform any altered or additional Services which if performed would cause the limits of the fees and disbursements as set out to be exceeded unless notice has been given and until the written approval of the Town has been obtained.

7.0 Time

- 7.1 Time is of the essence for each Agreement and all Services performed relative to each Agreement incorporating this Master Consulting Agreement.
- 7.2 In the event of any Force Majeure, reasonable time extensions or adjustments will be allowed by The Town.
- 7.3 "Force Majeure" means an event that results in either party being delayed or unable to perform any part of its obligations under this Agreement due to labor disputes, strikes, walkouts, fire, unusual delay by common carriers, unavoidable catastrophe, or circumstances of any kind beyond the control of such party including without restricting the generality of the foregoing, acts of God, fire, war, provincial or federal governmental regulations in the case of The Town and all governmental regulations in the case of the Consultant. In such an event the affected party will be excused from the performance of any obligation to the extent that performance is prevented, hindered or delayed by such causes. Upon the occurrence of any such event, the affected party shall notify the other party and use reasonable efforts to remedy or correct the delay or failure to perform as soon as possible. The party delayed, hindered or prevented from performing any part of its obligations will not be liable to the other party for any damages, however sustained by the other party, or for any failure to perform any act, or nonperformance of any obligations due to any of these circumstances.

8.0 Insurance

- 8.1 The Consultant, during the term of every Agreement incorporating this Master Consulting Agreement and at its own expense, must maintain, with Insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta and in forms satisfactory to the Town Solicitor, the following insurance policies:
- (a) a Commercial 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 is to include:
 - i. The Town identified as an Additional Insured;
 - ii. a Cross Liability clause;
 - iii. contractual liability coverage;
 - iv. non-owned Automobile liability clause;
 - (b) A Professional Liability insurance policy for damages arising out of errors, omissions, or negligent acts by or on behalf of the Consultant in providing professional services under this Agreement, such insurance policy to be in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) for any one claim, and in the annual aggregate, or such other amount as agreed to by The Town and the Consultant and confirmed in writing, and such insurance must remain in operation for at least twelve (12) months after completion of the project;
- 8.2 The said insurance policies are to include provision for the insurers to endeavour to provide The Town with thirty (30) days written notice prior to cancellation, and thirty (30)

days prior notice of any material change restricting coverage of said insurance policies.

- 8.3 The Consultant shall furnish documentary evidence satisfactory to the Town Solicitor of evidence of such policies and of the renewal or continuance of such insurances within ten (10) business days of any expiry date or dates thereof.
- 8.4 The Consultant, and not The Town, shall be responsible for any deductible that may apply in any of the said insurance policies.
- 8.5 The Consultant covenants and agrees that The Town's insurance requirements mentioned above are not to be construed to limit or restrict, and in no manner will limit or restrict the liability of the Consultant.

9.0 Indemnity

- 9.1 The Consultant agrees to indemnify and hold harmless The Town from any loss or damage, any and all third party claims, demands, or actions, for which Consultant is legally responsible, including those arising out of negligence, willful harm, or crimes by the Consultant or the Consultant's employees, agents, or sub-consultants. In the event of any claim against The Town covered by Commercial General Liability coverage described in subsection 8.1(a), the Consultant agrees to defend The Town.
- 9.2 This hold harmless will survive completion or termination of the relevant Agreement for the balance of the relevant limitation period under the Limitations Act (Alberta), as modified by section 10, below
- 9.3 The Town will not be liable nor responsible for any bodily or personal injury or property damage of any nature that may be suffered by Consultant, its employees, agents or sub-consultants in the performance of any Agreement, except to the extent of any negligence or misconduct on the part of The Town.

10.0 Limitations

- 10.1 The parties hereby acknowledge and agree that any limitation period connected with the subject matter of an Agreement incorporating this Master Consulting Agreement, or the particular Award Letter, will be extended for a period of two (2) years in addition to the two (2) years provided in the *Limitations Act* (Alberta).

11.0 Independent Contractor

- 11.1 The Consultant is an independent contractor with respect to all Services performed under an Agreement incorporating this Master Consulting Agreement, and neither Consultant nor anyone used or employed by the Consultant may be deemed for any purpose to be the agent, servant or representative of The Town in performance of such Services or in any matter dealt with herein. The Town will have no direction or control of the Consultant or its employees, agents and subcontractors, except in the results to be obtained. Neither party will assume any liability for the actions or omissions of the other party except as stated in the applicable Agreement, including these terms and conditions.

12.0 Conflict of Interest

- 12.1 During the term of each Agreement, the Consultant must not engage in or provide, to any other person or company or entity, any service or act which would be reasonably

perceived to be in conflict with the interest of The Town in respect of the Services being provided by the Consultant to The Town.

- 12.2 The Consultant must provide timely disclosure of any actual or potential conflict of interest for this project, including any arising from any common ownership or association with any party that has worked on or is working on any part of the project.
- 12.3 Any failure to provide timely disclosure of any potential conflict of interest, or failure to avoid engaging in or providing to any other company or entity any service or act which could be reasonably perceived to be in conflict with the interest of The Town in respect of the services being provided by the Consultant to The Town or in violation with any legislation regarding fair competition, will be grounds for terminating any engagement of the Consultant. Any such failure may also be noted on the performance record maintained by The Town for the Consultant.
- 12.4 No officer, employee or agent of the Consultant or its subconsultants may give to, or receive from, any official, officer, employee or agent of The Town, or a spouse or relative of any such person, any commission, fee, rebate or gift, other than courtesies of a nominal value, in connection with any Agreement for the performance of Services. Further, no director, employee or agent of the Consultant or its subconsultants may enter into any business arrangement with any official, officer, employee or agent of The Town that is not related to The Town's business. Without limiting the general audit rights under this clause, The Town may audit any and all records of the Consultant and its subconsultants in connection with an Agreement and the Services performed, and all transactions related thereto, for the purpose of determining whether there has been compliance with this clause.

13.0 Security

- 13.1 The Town may require the Consultant to obtain a criminal records check, without cost to The Town, from the Royal Canadian Mounted Police for each Consultant representative, and provide reasonable proof thereof prior to commencement of Services under an Agreement.

14.0 Confidentiality and FOIP

- 14.1 All information including, without limitation, any technology of a proprietary or novel nature, disclosed to the Consultant by The Town or by a third party to the Consultant as a representative on behalf of The Town (which, in addition to the confidentiality requirements hereunder will be kept confidential by the Consultant in accordance with the terms of its disclosure by such third party) or obtained or developed by the Consultant in the performance of Services under an Agreement, other than that which is common knowledge or within the public domain, will be the confidential property of The Town and must not be divulged by the Consultant, except to duly authorized representatives of The Town. Such confidential information or property is not to be employed other than in the performance of Services for The Town unless otherwise duly authorized by The Town in writing. These provisions will remain binding obligations on the Consultant after the completion, expiration or termination of the applicable Agreement until The Town reasonably determines that the confidential information referred to herein has become part of the public domain other than by the divulgence or use prohibited herein. This requirement does not prohibit the Consultant from complying with an order to provide information or data issued by a court or other authority with proper jurisdiction, or to act to correct or report a situation which the Consultant may reasonably believe to endanger the safety or welfare of the public.

- 14.2 All documents submitted to The Town of Canmore are subject to the protection and disclosure provisions of the Freedom of Information and Protection of Privacy Act (Alberta) as amended, revised or substituted from time-to-time. While this Act allows any person a right of access to records in The Town's custody or control, it also prohibits The Town from disclosing personal or business information where disclosure would be harmful to business interests or would be an unreasonable invasion of personal privacy as defined in the Act.
- 14.3 The Consultant should identify appropriate parts of any proposal or submission as confidential, since this will clearly establish its expectations towards the document, both to The Town as a public body and to the Information and Privacy Commissioner in any review of or refusal of access. The Town, however, may not be able to meet these expectations in every instance.

15.0 Reporting

- 15.1 The Consultant shall provide to The Town on a timely basis such deliverable or deliverables, or written confirmation of delivery thereof, in respect of the Services as is agreed to by the parties and confirmed in writing. A deliverable may be in any form that is mutually agreed to, including without limitation a design, plan, set of record drawings, or report.

16.0 Intellectual Property

- 16.1 Unless otherwise agreed and confirmed in writing:
- (a) All material, including but not limited to programs, reports, notes, calculations, maps, drawings, photographs, data, forms and other records prepared, created, written or recorded by: (a) the Consultant, or (b) The Town or (c) the Consultant and The Town jointly, in connection with the Services under an Agreement incorporating this Master Consulting Agreement or as a deliverable under such Agreement, will be the property of The Town; accordingly, the Consultant hereby assigns to The Town all rights, title and interest it may have from time to time in such material and copyright therein will vest in The Town.
 - (b) During the term of the relevant Agreement, the Consultant shall have a non-exclusive, non-transferable license to use such material for the sole purpose of providing and completing the Services. Upon the termination or completion of a specific project or Agreement, the Consultant will promptly return such material to The Town whether completed or not. Notwithstanding the preceding sentence, the Consultant may retain for archival purposes a single copy of each item of such material; and
 - (c) Every invention, discovery or improvement developed by the Consultant in the course of, or in connection with, performing the Services under an Agreement where the invention, discovery or improvement has been initiated or directed or specifically requested by The Town, will be the property of The Town, accordingly, the Consultant hereby assigns any intellectual property right to any such invention, discovery or improvement developed to The Town.
- 16.2 The parties acknowledge and confirm that any intellectual property that was developed prior to the relevant Agreement, or that was developed by the Consultant independently from such Agreement with The Town, or that was developed at the sole initiative of the Consultant without any prior initiation or direction or request from The Town, will be outside the scope of section 16.1.

- 16.3 In the event Consultant's documents are subsequently reused or modified in any material respect without the prior written consent of the Consultant, The Town agrees to indemnify the Consultant from any claims resulting from such unauthorized reuse or modification.
- 16.4 The parties acknowledge that any electronic files provided by Consultant are largely for ease of use and convenience. However, as the Consultant is not able to ensure the authenticity or integrity or completeness of information provided in electronic format, the parties agree that in the event of any inconsistency between information provided by way of hard copies that have been stamped or sealed or both and information in electronic files, the information in hard copy that has been stamped or sealed or both will govern.
- 16.5 If the Consultant needs access to data of The Town in order to carry out a specific project described in detail in an Agreement incorporating this Master Consulting Agreement, The Town will grant a non-exclusive, non-assignable license to have access to and to use the data in accordance with Article 32.0.

17.0 Records and Audit

- 17.1 To support all charges invoiced to The Town with respect to Services performed hereunder, the Consultant, for a period of seven (7) years after the performance of such Services, shall maintain a true and correct set of records pertaining thereto including, without limiting the generality of the foregoing the date and time worked, the location of the Services and the type of Services and invoices issued to The Town. The Consultant shall allow The Town to audit such records upon reasonable request PROVIDED HOWEVER, that the Consultant shall have the right to exclude any trade secrets, formulas, or processes from any such audit. The Consultant must require each of its subconsultants to keep such records which similarly are to be open to inspection and audit by or on behalf of The Town.

18.0 Termination of an Agreement

- 18.1 Each Agreement will continue in full force and effect from the date it is effective until terminated by either party on at least thirty (30) days written notice to the other. The termination of an Agreement will not relieve either party of its respective obligations and liabilities arising from or incidental to Services performed prior to the time of such termination. An Agreement will continue in force for so long as is required to complete Services agreed to prior to the receipt of the notice of cancellation and to allow The Town to exercise its rights with respect to such Services.

19.0 Credit Checks

- 19.1 The Consultant agrees to authorize credit checks by The Town, in accordance with standard Town policy. To enable The Town to initiate such credit checks, a "Request for Authorization" form, when received, is to be completed and returned to The Town within twenty-four (24) hours of receipt by the Consultant.

20.0 Insolvency

- 20.1 Should the Consultant become insolvent or make an assignment for the benefit of creditors or be adjudicated bankrupt or admit in writing its inability to pay its debts generally as the same became due or should any proceedings be instituted by the

Consultant under any provincial, territorial or federal law for relief of debtors or for the appointment of a receiver, trustee or liquidator of the Consultant, or should a voluntary petition in bankruptcy or for a reorganization or for an adjudication of the Consultant as an insolvent or a bankrupt be filed, or should an attachment be levied upon the Consultant's equipment, then upon the occurrence of any such event The Town will have the right to cancel any Agreement and to terminate immediately all Services then being performed by the Consultant.

21.0 Assignment or Subconsulting

- 21.1 The Consultant must not assign any obligations under any Agreement, or any part thereof, including any remuneration due to it, to any third party without the prior written consent of The Town, which consent will not be unreasonably withheld or conditioned. The assignment of any Agreement, if so permitted by The Town, or the subconsulting of any Services to be performed under the Agreement, will not relieve the Consultant of its obligations. The Consultant shall make commercially reasonable efforts to have its subconsultants, if any; comply with the terms and conditions of each Agreement.

22.0 Successors and Assigns

- 22.1 Each Agreement will be binding upon and endure to the benefit of the parties and their respective heirs, executors, administrators, receivers, trustees, successors, and approved assigns.

23.0 Legislation and Jurisdiction

- 23.1 Each Agreement and the Services contemplated under each work order or request for services and the applicable Award Letter, will be subject to all relevant legislation, regulations, codes, and rules, whether federal, provincial or municipal pertaining to the location or locations where the Services are performed or furnished. In the event any provision of any Agreement incorporating this Master Consulting Agreement is found to be contrary to, or inconsistent with, any such legislation, regulation, code or rule, such provision will be conclusively deemed to be modified accordingly, but in all other respects the remainder of the Agreement will continue in full force and effect. It is agreed that any legal interpretation given to an Agreement will be governed by the laws in force in the Province of Alberta.
- 23.2 No action at law or in equity may be commenced or continued on any matter arising out of or connected with an Agreement other than in a court of competent jurisdiction in the Province of Alberta or on appeal to the Federal Court of Appeal or the Supreme Court of Canada.

24.0 Waiver

- 24.1 No previous waiver or course of dealing will affect either party's right to strict performance of any Agreement, or any work order or request for services and the applicable Purchaser Order.

25.0 Work Site Safety

- 25.1 Work site safety is of paramount concern to The Town of Canmore. Therefore, for those projects where the Consultant carries out on-site work, the Consultant, prior to conducting any such work, should schedule a meeting with the project manager for The Town to discuss and be briefed on safety issues, such as the Certificate of Recognition

Program ("COR") or equivalent safety accreditation, the assignment of prime contractor status and any other such issues as necessary for the safe completion of the project.

- 25.2 Failure of the Consultant to comply with any and all relevant safety legislation may result in the immediate suspension or termination of any Agreement.

26.0 Notices

- 26.1 All communications and notices required or permitted to be given under an Agreement, unless otherwise specifically provided for, must be given in writing and faxed to a party at the number set out below, mailed (postage prepaid), or delivered to that party at its address as follows:

For the Town:

Town of Canmore
902 – 7th Avenue
Canmore, Alberta
T1W3K1

Attention: Manager of Engineering
Fax: 403 678 1534

For the Consultant:

Attention: _____
Fax: _____

Any notice or other communication given by fax or delivery will be deemed to have been given as at the commencement of the next following business day, and any notice or other communication given by prepaid mail will be deemed to have been received on the fifth (5th) business day following deposit in the mail. In times of labour strikes or slow-downs affecting the mail delivery, notice will be effective only if delivered or given by other effective means or upon actual receipt. Any party may change its address for service by notice served as set out above.

27.0 Supercession

- 27.1 The Agreement between the parties for a particular project may supersede the Master Consulting Agreement.

28.0 Alteration of Terms

The parties hereto may at any time, and from time to time, alter or vary the terms of any Agreement including the obligations of the Consultant, by mutual agreement confirmed in writing.

29.0 Interpretation

- 29.1 Whenever in this document or the relevant Agreement the singular or masculine is to be

construed as meaning plural or feminine or body politic or corporate or vice versa, as the context so requires.

30.0 Execution of Agreement

- 30.1 If the Consultant has a seal, the Consultant should include affixing its seal along with the signing of the Agreement by its duly authorized representatives.
- 30.2 If the Consultant does not have a seal, or if the seal is not available, the Consultant should provide reasonable documentation to confirm that the person or persons signing on its behalf has or have the authority to bind the Consultant as a legal entity. An affidavit of authority together with an affidavit of execution will normally constitute reasonable confirming documentation.

31.0 Dispute Resolution

- 31.1 Any dispute between the parties as to the interpretation of, subject matter of, or in any way related to, any Agreement or Contract Documents incorporating this Master Consulting Agreement, is to be resolved by the two parties attempting to reach a fair and equitable resolution by using, in good faith, one or more of the following means, in the order listed, until a resolution is arrived at. The means to be used are:

- (a) negotiation;
- (b) mediation;
- (c) arbitration; or
- (d) legal proceedings in a court of competent jurisdiction.

Except for the purposes of preserving a limitation period or obtaining an appropriate interim order or remedy where reasonably necessary, unless otherwise agreed to in writing by the two parties, it will be a condition precedent to the bringing of any legal proceedings that the means or procedures in this clause have been used and followed in good faith. With respect to mediation, unless otherwise agreed to in writing by both parties, mediation will be in accordance with the procedures of the ADR Institute of Canada, Inc. (hereinafter sometimes referred to as the "Institute"), using as mediator a third party neutral person either as mutually agreed to by the parties, or if the parties are unable to agree as selected by the Institute. With respect to arbitration, unless otherwise agreed to in writing by both parties, arbitration is to be by way of a single arbitrator pursuant to the *Arbitration Act (Alberta)*, in accordance with the rules and procedures of the Institute.

32.0 Licensing of Town Data

- 32.1 If the Consultant needs access to data of The Town in order to carry out a specific project described in detail in an Agreement incorporating this Master Consulting Agreement, The Town will grant a non-exclusive, non-assignable license to have access to and to use the data in accordance with one or the other of the following subsections, at the sole discretion of The Town:

- (a) the sections that follow in this Article 32.0, or
- (b) a detailed Data Licence Agreement Schedule that is attached and incorporated as part of the Agreement for a specific project.

- 32.2 The scope of work in the Agreement for each project should specify which of the following applies for that project:

- (c) no data of The Town is needed;
 - (d) data of The Town is needed, and it will be licensed in accordance with this Article 32.0, or
 - (e) data of The Town is needed, and it will be licensed in accordance with a Data License Agreement to be attached as a schedule to the Agreement for the project.
- 32.3 Subject to the terms of the Agreement, The Town grants and the Consultant accepts a non-exclusive, non-assignable licence for access to and use of data of The Town for the project identified in the Agreement, in accordance with the terms and conditions set out in the Agreement, including the scope of work and this Master Consulting Agreement.
- 32.4 The Consultant may only use the data of The Town necessary for the project identified in the Agreement (the "Data"), and only for the purpose of the project. Any documentation provided by The Town may be used only as needed in accordance with the authorized use of the Data.
- 32.5 The Consultant acknowledges that there are no limits to the number of licenses or rights that The Town may grant to third parties in respect of the Data.
- 32.6 Title to and ownership of the Data and any modifications made to the Data will at all times remain with The Town.
- 32.7 The Consultant does not have any right or interest in the Data except as specifically provided in the Agreement.
- 32.8 The Consultant is entitled to make one copy of the Data for back-up, disaster recovery, or archival purposes, so long as each copy remains under the Consultant's control and is used only to replace an operating copy if the operating copy is destroyed or becomes unusable or inaccessible for any legitimate reason. The Consultant shall maintain and place a suitable copyright notice in favour of The Town on any report or other document that contains a complete copy of, or substantially all of, the Data. The Consultant shall not remove such copyright notice, or any other copyright notice, from the Data.
- 32.9 Warranty Regarding Data
- (a) Warranty regarding Data – The Town does not represent or warrant that the Data will be correct or that use of the Data will be uninterrupted or error free.
 - (b) The Town disclaims any and all warranties and conditions concerning the Data, including any and all warranties and conditions of merchantability and fitness for any particular purpose, performance, and any and all warranties or implied warranties that might arise during the use of the Data. This section 32.9 sets out the entire extent of all warranties and conditions in respect of the Data.
- 32.10 On termination of this Agreement for cause or upon the expiry of this Agreement, the Licensee must promptly discontinue use of the product and documentation, and return the same to The Town or in the alternative certify to The Town in writing as to such destruction of the product and documentation.

IN WITNESS WHEREOF the parties hereto have executed this document as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

THE TOWN OF CANMORE

Ron Casey

Mayor

Lisa de Soto, P.Eng.

Interim Chief Administrative Officer

Approved as to Content

Andy Esarte, P.Eng.

Manager, Engineering Services

THE CONSULTANT

Per:

Print Name:

Print Title:

Per:

Print Name:

Print Title: