



# **Request for Standing Offer (RFSO)**

## **FOR**

### **Municipal Engineering and Urban Design Consulting Services**

**SUMMARY:**

The Town of Canmore (The Town) is issuing this Request for Standing Offer (RFSO) to select three (3) firms to provide Municipal Engineering and Urban Design consulting services on an "On Call" basis for The Town's Engineering Services department. Each of the three firms selected will be expected to provide both engineering and urban design services.

<b>REFERENCE NUMBER:</b>	<b>2023-MD</b>
<b>CLOSING DATE:</b>	<b>OCTOBER 25, 2023</b>
<b>CLOSING TIME:</b>	<b>14:00:00 Mountain Time Zone</b>
<b>DATE ISSUED:</b>	<b>SEPTEMBER 13, 2023</b>
<b>NOTE:</b>	<b>RESPONSES WILL NOT BE OPENED PUBLICLY</b>



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## **1.0 INSTRUCTIONS FOR RESPONDING TO THIS REQUEST FOR STANDING OFFER**

### **1.1.1 Responses should be delivered to:**

Town of Canmore  
902-7<sup>th</sup> Avenue  
Canmore, AB T1W 3K1  
Attention: Trevor Reeder, Engineering Project Manager  
Via Email: [trevor.reeder@canmore.ca](mailto:trevor.reeder@canmore.ca)

Closing Date and Time: Standing Offer proposals must be received not later than **14:00:00 hours Mountain Time Zone** (Canmore local time) on **October 25, 2023**.

Questions, requests for information, technical inquiries, and clarifications may be submitted no later than **14:00:00 hours Mountain Time Zone** (Canmore local time) on **October 11, 2023**.

Final addenda to this RFSO will be posted no later than **14:00:00 hours Mountain Time Zone** (Canmore local time) on **October 18, 2023**.

### **1.1.2 Proponents shall submit their quotation to the Town of Canmore by email to the attention of Trevor Reeder, Project Manager at [trevor.reeder@canmore.ca](mailto:trevor.reeder@canmore.ca). The quotation document is to be in PDF format only (.pdf) and all components shall be formatted and combined into one file that is attached to the email submission.**

Email submissions shall bear the subject 'RFSO Submission – Municipal Engineering and Urban Design Consulting Services'.

Responses to this RFSO by methods or means other than those specified in this RFSO may be disqualified at the sole discretion of the Town of Canmore.

### **1.1.3 For clarification or additional information, Proponents shall **only** submit queries in writing to:**

Email – [trevor.reeder@canmore.ca](mailto:trevor.reeder@canmore.ca)  
Subject – RFSO Inquiry - Municipal Engineering and Urban Design Consulting Services

See Section 2.6 for additional information for Questions and Clarifications.

### **1.1.4 The Town may in its sole discretion disqualify responses that do not meet the formatting and other criteria set out in Section 5.0 of this RFSO.**

### **1.1.5 Responses must be in English.**

### **1.1.6 Pricing submissions shall be stated in Canadian dollars exclusive of Goods and Services Tax (GST).**

### **1.1.7 Each Proponent is solely responsible for ensuring that its response is received at the specified address by the specified closing date and time. Strict adherence to the closing date and time will be maintained, and unless the deadline date is extended by issue of Addendum, all responses received after this time and date will be returned unopened.**

### **1.1.8 This Request for Standing Offer is not a tender and The Town does not intend for the laws of competitive bidding to apply.**

**END OF SECTION 1.0**

## **2.0 GENERAL CONDITIONS OF RESPONSE**

### **2.1 PURPOSE OF THE REQUEST FOR STANDING OFFER (RFSO)**

The Town of Canmore (The Town) is issuing this Request for Standing Offer (RFSO) to select three (3) firms to provide Municipal Engineering and Urban Design consulting services on an “on call” basis. Successful Proponents will assist The Town to deliver the Engineering Department’s 2024 – 2028 Capital Projects and may include projects from other Town Departments related to the maintenance, rehabilitation, and / or replacement of municipal infrastructure as well as planning and development.

The Town reserves the right to modify the terms or cancel the RFSO process at any time.

### **2.2 SUBMISSION OF RESPONSE TO THE RFSO**

**2.2.1** By submitting a response, each Proponent accepts the terms and conditions of the RFSO. In addition, by submitting its response each Proponent waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might adversely affect the rights of The Town under this RFSO.

**2.2.2** Each Proponent shall make full disclosure of any actual or potential conflict of interest arising from any existing business or personal relationships with any of the following (each, a “Conflicted Person”): (i) any employee of The Town; (ii) any member of The Town’s Council (councillor); (iii) any Town of Canmore board or committee member; (iv) any family member of any such employee, councillor or board/committee member; or (v) any business entity controlled by or otherwise not at arm’s length to any one or more of any such employee, councillor, board/committee member or family member.

Without limiting the foregoing, details should be provided of any direct or indirect pecuniary interest of any Conflicted Person in the supply of the services contemplated by this RFSO.

Disclosure of any such actual or potential conflict of interest shall be made in writing with the Proponent’s response.

**2.2.3** This RFSO and any contracts subsequently entered into as a result hereof shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein. The courts of the Province of Alberta shall have exclusive jurisdiction over this RFSO and any contracts entered into as a result hereof.

**2.2.4** Proposal documents must be completed in accordance with the requirements of the Request for Standing Offer documents and no amendment or change to proposals will be accepted after the closing date and time.

**2.2.5** All documents submitted by Proponents in response to this RFSO are to remain the property of the Town of Canmore.

**2.2.6** Proposals shall be irrevocable for sixty (60) days following the closing of the Standing Offer.

**2.2.7** Proposals shall be signed by an authorized signatory of the Proponent using the Signature and Waiver Sheet in Section 6.0. If the Proponent is an incorporated company, the corporate seal of the Proponent shall be affixed or a certified true copy of a resolution of the corporation naming the person(s) in question as authorized to sign agreements on behalf of the corporation shall be attached to the proposal.

Proponents who are sole proprietorships or partners shall sign their proposal in such a way as to irrevocably bind the Proponent in an authorized manner.

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## **2.3 NO COMMITMENT**

- 2.3.1** The Town reserves the right to cancel or amend the Request for Standing Offer at any time.
- 2.3.2** No commitment on the part of the Town of Canmore shall exist under this RFSO unless and until the Proponent receives official written confirmation from the Town of Canmore that it has been selected to complete the work.

## **2.4 LIMITATION OF LIABILITY**

- 2.4.1** The Town will have no liability to any person or entity for any damages, including, without limitation, direct, indirect, special or punitive damages, arising out of or otherwise relating to this RFSO, the Proponent's participation in this RFSO process or The Town's acts or omissions in connection with the conduct of this RFSO process. This limitation applies to all possible claims by a Proponent, whether arising in contract, tort, equity, or otherwise, including, without limitation, any claim for a breach by The Town of a duty of fairness or relating to a failure by The Town to comply with the terms set forth in this RFSO.

## **2.5 ACCEPTANCE OR REJECTION**

- 2.5.1** The Town reserves the right to reject any or all responses. Without limiting the generality of the foregoing, The Town may reject any response which it deems:
- a) is incomplete, obscure, irregular, unrealistic or noncompliant;
  - b) has erasures, ambiguities, inconsistency or corrections; or
  - c) fails to complete, or provide any information required by, any provision of this RFSO.

Further, a response may be rejected on the basis of The Town's understanding of the Proponent's past record of work, its general reputation, its financial capabilities, the completion schedule or a failure to comply with any applicable law.

The purpose of The Town is to obtain the most suitable responses to the RFSO and to further the interests of The Town and what it wishes to accomplish in carrying out future public works projects. Therefore, The Town has the right to waive any irregularity or insufficiency or noncompliance in any response submitted and to accept the response or responses which it deems most favourable to its interests or to reject all responses and cancel the RFSO.

In addition to any rights identified elsewhere in this RFSO, The Town reserves the right to:

- a) reject any and all responses;
- b) add, delete or change the terms of this RFSO at any time prior to the specified closing date and time;
- c) during the evaluation period, seek clarification of any Proponent's response, including consequential amendments, or any additional information from any Proponent;
- d) accept or reject, in whole or in part, any response without giving any reason;
- e) have any documents submitted by the Proponent reviewed and evaluated by any party, including independent Consultants;
- f) cancel the RFSO process without penalty at any time for any reason; and
- g) negotiate and enter into an agreement with any Proponent notwithstanding any noncompliance by the Proponent's response with any requirement of this RFSO.

The Town is the sole and final judge with respect to the selection of any Successful Proponent as a result of this RFSO process.

All Proponents submitting a response to this RFSO will be advised of the results of the RFSO process by email. Please allow at least six weeks for responses to be evaluated by The Town.

## **2.6 QUESTIONS AND CLARIFICATIONS**

- 2.6.1 Procedural or technical questions shall be submitted in writing and should include references to a specific section and item number.
- 2.6.2 Dependent upon their nature, responses will be provided via email or through an addendum should the information be applicable to all Proponents.
- 2.6.3 Amendments to this RFSO will be valid and effective only if confirmed by written addenda. Addenda may be issued during the RFSO response period. All addenda become part of the agreement.
- 2.6.4 Any addenda documents will be issued by the same method that this RFSO was issued.
- 2.6.5 It is the Proponent's responsibility to clarify the interpretation of any item of this RFSO no later than the time specified in section 1.1.1.

## **2.7 DISCREPANCIES IN NUMBERS**

- 2.7.1 In the event of a numerical discrepancy or error in a RFSO proposal, the written number will prevail.
- 2.7.2 In the event of pricing extension errors, the unit price will apply.

## **2.8 CONFIDENTIALITY AND FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

- 2.8.1 All information including, without limitation, any technology of a proprietary or novel nature which is disclosed to a Proponent by The Town or a third party as a representative of The Town (which information, in addition to the confidentiality requirements hereunder, will be kept confidential by the Proponent in accordance with the terms of its disclosure by such third party) or which is otherwise obtained by the Proponent in connection with this RFSO process, other than that which is common knowledge or within the public domain, is the confidential property of The Town and must not be disclosed by the Proponent, except to duly authorized representatives of The Town. Such confidential information or property is not to be employed other than in connection with responding to this RFSO unless otherwise duly authorized by The Town in writing. These confidentiality provisions will remain binding obligations on each Proponent following the conclusion of this RFSO process until The Town reasonably determines that such confidential information referred to herein has become part of the public domain (other than by disclosure or use prohibited herein) and releases the Proponent from its confidentiality obligation. This requirement does not prohibit any Proponent 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 Proponent may reasonably believe to endanger the safety or welfare of the public.
- 2.8.2 Proponents acknowledge that any information or documents provided by it to The Town may be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act*. This acknowledgement shall not be construed as a waiver of any right to object to the release of any information or documents.
- 2.8.3 The Town acknowledges that a Proponent's response may contain information in the nature of a Proponent's trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Proponent. The Town agrees that portions of responses to this RFSO which are provided in confidence will be protected from disclosure to the extent permitted by law. The Town is

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bound by the *Freedom of Information and Protection of Privacy Act (Alberta)*, as amended from time to time, and all documents submitted to The Town will be subject thereto. Each Proponent must identify appropriate parts of its response or other documents submitted to The Town as confidential and specify what harm could reasonably be expected from its disclosure; however, The Town may not be able to ensure that such parts will not be protected from access.

**2.8.4** Proponents are advised that The Town will, as necessary, be disclosing the responses on a confidential basis to its employees and advisors who have a need to know in connection with this RFSO process for, among other things, the purpose of evaluating and participating in the evaluation of the responses. It is the responsibility of each Proponent to ensure that all personal information provided to The Town with respect to the Proponent's personnel and their experience is supplied with the informed consent of such individuals and in accordance with applicable law. By submitting any personal information each Proponent represents and warrants that it has obtained the informed consent of the individuals who are the subject of such information to its collection, use and disclosure for purposes of this RFSO response. Also, such individuals are agreeing to the use of such information as part of the RFSO evaluation process, for any audit of the procurement process and for contract management and performance purposes.

**2.8.5** Vendors or suppliers having access to or custody of The Town records shall be required to comply with the provisions of the *Freedom of Information and Protection of Privacy Act*.

## **2.9 COST OF PREPARATION**

**2.9.1** Any cost incurred by the Proponent in the preparation of its response to this RFSO or submission of a Call-up Proposal in response to a call-up, shall be borne solely by the Proponent.

**2.9.2** Shortlisted candidates may be invited to participate in an interview. The Town will not pay for the time required or travel expenses incurred to participate in the interview.

## **2.10 OWNERSHIP OF SUBMISSIONS**

**2.10.1** All responses submitted to The Town become the property of The Town and shall not be returned. They will be received and held in confidence by The Town, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

## **2.11 CLARIFICATION FROM PROPONENTS**

**2.11.1** The Town reserves the right to seek from any/all Proponents any further clarification it may require on responses submitted pursuant to this RFSO.

## **2.12 PROPONENT PERFORMANCE**

**2.12.1** The selected Proponent may be evaluated throughout the course of service delivery in connection with any specific work or projects undertaken as a result of any agreement entered into between any Proponent and The Town. The Town may also conduct periodic reviews/assessments of any selected Proponent, taking into consideration, in addition to specific work related to the project undertaken by the Proponent, ongoing Proponent staff qualifications, experience, training, and staff changes. Any evaluation/assessment will be shared with the Proponent, with the goal of immediate and permanent resolution where concerns have been raised. The Town reserves the right to remove from the roster any selected Proponent who has been qualified by this RFSO process by way of written notice if, in the sole discretion of The Town, based on any on-going or specific evaluation or assessment of the Proponent or its performance of any work, it is deemed to be in The Town's best interests.



## **2.13 FORM OF CONTRACT**

**2.13.1** The Town intends to select up to three (3) firms for inclusion on the Standing Offer List. The successful firms will be required to enter into a contract in the format of The Town's Master Consulting Agreement, attached in Section 10.0.

## **2.14 PROFESSIONAL SERVICES TERMS AND CONDITIONS**

**2.14.1** The Town's Master Consulting Agreement sets out the terms and conditions of consulting services. All Successful Proponents shall be required to enter into a new Master Consulting Agreement with The Town.

**2.14.2** The contract between The Town and the Successful Proponents will consist of the following documents:

- Master Consulting Agreement
- Relevant information from RFSO and RFSO Proposal

## **2.15 STATUS AND AVAILABILITY OF RESOURCES**

**2.15.1** The Proponent certifies that, should it be invited to submit a Call-up Proposal as a result of the Request for Standing Offer, every individual proposed in its RFSO proposal will be available to perform the Services resulting from a Call-up against the Standing Offer as required by The Town's representatives and at the time specified in a Call-up or agreed to with The Town's representatives. If the Proponent is unable to provide the services of an individual named in its RFSO proposal, the Proponent may propose a substitute with at least the same qualifications and experience. The Proponent must advise The Town of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for The Town's approval in its sole discretion.

## **2.16 NON-ASSIGNMENT**

**2.16.1** Neither the contract nor any work to be performed under the contract or any part hereof may be assigned by the Successful Proponent without the prior written consent of The Town. Such written consent however shall not under any circumstances relieve the Successful Proponent of its liabilities and obligations under the Contract and the granting of such consent shall be within the sole and unfettered discretion of The Town.

## **2.17 DEPOSITS**

**2.17.1** The Town will not consider the payment of a deposit to the Successful Proponent for the scope of work in this RFSO.

## **2.18 TERMS OF PAYMENT**

**2.18.1** Invoices will be paid within 30 days from the approval date of the invoice.

## **2.19 INSURANCE AND WORKERS' COMPENSATION BOARD REQUIREMENTS**

**2.19.1** Mandatory eligibility requirement for response to this RFSO:

- (a) The Successful Proponent shall carry at all times during the performance of the work General Liability/ Umbrella Liability Insurance with a limit of not less than FIVE MILLION

DOLLARS (\$5,000,000) inclusive per occurrence for bodily injury (including death) and damage to property including loss of use thereof. Such insurance shall at a minimum include coverage of broad form property damage, contractual liability, cross liability, completed operations and product liability, and such other types of insurance as would be carried by a prudent person performing such contract work and as The Town may from time to time require.

- (b) The Successful Proponent shall carry at all times during the performance of the work Automobile Liability Insurance for owned and non-owned automobiles with a limit of not less than TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence.
- (c) The Successful Proponent shall carry at all times during the performance of the work Professional Liability in an amount not less than FIVE MILLION DOLLARS (\$5,000,000) insuring against errors and omissions in their performance of professional services under this RFSO. The Successful Proponent shall maintain appropriate insurance coverage for at least two (2) years after the completion of services.
- (d) The Successful Proponent shall at all relevant times carry Workers Compensation Board coverage of either of Alberta or of another AWCBC board that will extend the required amount of coverage to cover the employee outside of their home province. Proponents shall submit their WCB number together with a letter from the appropriate department indicating there are no outstanding fees, fines, claims or debts due on the Successful Proponent's account to The Town prior to the commencement of the work.

#### **2.19.2 Responsibilities of Successful Proponent**

- (a) The Successful Proponent shall supply insurance coverage and pay all costs and expenses, including premiums relating to the insurance coverage requirements as set out herein, and shall supply The Town with a certificate of insurance for all policies on an annual basis. Such policies will include a statement that the coverage shall not be terminated without a prior 30-day written notice to The Town.
- (b) The Successful Proponent or their insurer will notify The Town at least thirty (30) days prior to any change in insurer, any cancellation of the insurance policy, or any substantial change in the policy or coverage that would materially alter the coverage provided by the Successful Proponent to The Town.
- (c) The Successful Proponent shall provide a certificate of such insurance to The Town within five (5) days of notification of award or prior to commencing the work, whichever is sooner.

### **2.20 INDEMNIFICATION**

- 2.20.1** The Successful Proponent agrees to indemnify and save harmless The Town, its councillors, officers, agents, representatives, and employees, against all suits or claims, requests, legal action and liability regardless of the nature and expenses sustained from injuries or death or any damages or loss to property as a result of the usage of premises or in the execution of the Successful Proponent functions arising from this contract except to the extent of The Town's gross negligence.
- 2.20.2** At no time will The Town be responsible for any injury sustained by the Successful Proponent, their employees or any person on The Town's premises, nor will The Town be responsible for any loss, including loss of profits or damage caused to the goods of the Successful Proponent, their employees or any other person, including damage to vehicles and their contents, while these goods are on The Town's premises.
- 2.20.3** The Town shall not be liable for any incidental, indirect, special or consequential damages or any

loss of use, revenue or profit of the Successful Proponent arising out of or in any way related to this RFSO or subsequent contract.

## **2.21 CANADIAN FREE TRADE AGREEMENT**

- 2.21.1** The provisions of the Canadian Free Trade Agreement (CFTA) and New West Partnership Trade Agreement (NWPTA) apply to this RFSO.
- 2.21.2** As per the requirements of the CFTA (2017), this RFSO is subject to Part III, Chapter Five – Government Procurement of the Agreement.
- 2.21.3** As required by the CFTA, the name of the Successful Proponent and the value of the award will be posted on APC.

## **2.22 DEBRIEFING**

- 2.22.1** The Town will offer a debrief to unsuccessful Proponents on request. Please allow up to six weeks for responses to be evaluated by The Town.

## **2.23 LICENSING REQUIREMENTS**

- 2.23.1** Proponent team members and key personnel shall be, or be eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by the Province of Alberta.
- 2.23.2** By virtue of submission of a proposal, the Proponent certifies that the Proponent's team and key personnel are in compliance with the requirements of Section 2.23.1 above. The Proponent acknowledges that The Town reserves the right to verify any information in this regard and that false or erroneous certification may result in the proposal being declared non-responsive.

## **2.24 JOINT VENTURE**

- 2.24.1** A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Proponents who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - (a) the name of each member of the joint venture;
  - (b) the Procurement Business Number of each member of the joint venture;
  - (c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - (d) the name of the joint venture, if applicable.
- 2.24.2** If the information is not clearly provided in the proposal, the Proponent must provide the information on request from The Town.
- 2.24.3** The proposal and any resulting standing offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Town may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solitarily liable for the performance of any contract resulting

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from a Call-up against the standing offer.

**END OF SECTION 2.0**

## **3.0 STANDING OFFER PARTICULARS**

### **3.1 CALL-UP LIMITATION**

- 3.1.1** Each Call-Up against the Standing Offer will have a maximum fee value of \$2,000,000 (excluding taxes). The Town reserves the right to reconsider this maximum on a case-by-case basis throughout the term of the Standing Offer.

### **3.2 CALL-UP PROCEDURE**

- 3.2.1** Services will be called-up as follows:

- (a) The Town will establish the scope of services to be performed and will document them in the form of a Statement of Scope.
- (b) A single Consultant from the Standing Offer List will be invited to submit a Call-up Proposal based on the supplied Statement of Scope. When selecting the Consultant to submit a Call-up Proposal for each individual Call-up, The Town will consider the following:
  - i. the expertise of the Key Staff Members from each Consultant who's is best-suited to deliver the project;
  - ii. the performance of the firm / Key Staff Member from past projects/Call-ups; and
  - iii. the amount of work carried out under the Standing Offer by each Consultant.

The selection of the Consultant invited to submit a Call-up Proposal will be made at the sole discretion of The Town.

- (c) The Consultant will have two weeks to submit a Call-up Proposal to The Town in accordance with the conditions established under the Standing Offer. The Consultant's Call-up Proposal shall include:
  - i. An organizational chart, the category of personnel, name of personnel and the number of hours estimated/required to perform the services. If the Consultant is unable to provide the services of an individual named in its proposal (submitted in response to the Request for Standing Offer), the Consultant may propose a substitute with at least the same qualifications and experience in the estimation to The Town. The Consultant must advise The Town of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for The Town's approval in its sole discretion. If the Consultant is unable to provide a substitute with similar qualifications and experience, The Town may set aside the Call-up.
  - ii. For services from a Specialist Consultant that is not named or for which discipline is not identified in the Standing Offer, the Consultant's Call-up Proposal shall include the category and name of personnel as well as their hourly rate(s) with the number of hours estimated/required by the Specialist Consultant to perform these services. A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time-based fee to an upset limit will be established.
  - iii. A Milestone Project Schedule showing the key items and services listed in Section 4.0 of this RFSO and the supplied Statement of Scope for the Call-up assignment.

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- iv. A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time-based fee to an upset limit will be established in accordance with the hourly rate(s) established in the Standing Offer. Fee proposals shall include an estimate of any additional expenses, over and above the disbursement allowance, if applicable.

**3.2.2** Upon acceptance of the Consultant's Call-up Proposal, The Town will authorize the Consultant in writing to proceed with the services by issuance of an Award Letter against the Standing Offer.

**3.2.3** Failing the Consultant fulfilling the requirements of the Call-up Proposal or in the event that the Town and Consultant are unable to reach a mutual agreement of the fee commensurate with the anticipated level of effort of the assignment, the Town reserves the right to set aside the Call-up and seek a Call-up Proposal from another consultant from the Standing Offer List.

**3.2.4** Any proposed changes to the scope of work are to be discussed with The Town but any resulting changes can only be authorized by an amendment issued by The Town.

### **3.3 GENERAL**

**3.3.1** The Proponent acknowledges that a Standing Offer is not a contract and the selection of the Proponent for inclusion in The Town's Standing Offer List does not oblige or commit The Town to procure services from the Proponent.

**3.3.2** The Proponent offers to provide and deliver to The Town the services described in the Standing Offer, in accordance with the pricing set out in the proposal if, and when The Town may request such services, in accordance with the conditions listed at subsection 3.3.3.

**3.3.3** The Proponent understands and agrees that:

- (a) a Call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such Call-up is made in accordance with the provisions of the Standing Offer;
- (b) The Town 's liability is limited to that which arises from Call-ups against the Standing Offer made within the period specified in the Standing Offer;
- (c) The Town has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
- (d) the Standing Offer may be set aside by The Town at any time; and
- (e) A Consultant providing services such as a Statement of Scope, a Request for Proposal or similar documents shall not be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of these services. A Consultant with whom The Town has a Standing Offer arrangement is free to decline an individual Call-up if the Consultant is interested in pursuing future commissions for such project.

### **3.4 WITHDRAWAL/REVISION**

**3.4.1** In the event that a Consultant wishes to withdraw the Standing Offer after authority to Call-up against the Standing Offer has been given, the Consultant must provide no less than thirty (30) days' written notice to The Town, unless specified otherwise in the Standing Offer. The thirty (30) days' period will start upon receipt of the notification by The Town and the withdrawal will be effective at the expiry of that period. The Consultant must fulfill any and all Call-ups which are made before the expiry of that period.

### **3.5 PERIOD OF THE STANDING OFFER**

- 3.5.1** The period for placing Call-ups against the Standing Offer shall be for three (3) years commencing from the start date identified on the Standing Offer.
- 3.5.2** The Town reserves the right to extend this term to complete any in-progress projects.
- 3.5.3** If mutually agreeable between the Consultant and The Town, the Standing Offer may be extended for up to two (2) additional one (1) year periods under the same conditions and at the rates or prices specified in the Standing Offer. Unless or until either party gives at least thirty (30) days written notice of termination prior to the extension date, the extension or renewal will be automatic without any further documentation or confirmation being required.
- 3.5.4** The Town reserves the right to negotiate various changes to the Agreement to reflect current conditions at the time of extension or renewal. The Consultant will be advised of the decision to make changes to the Standing Offer Agreement by The Town thirty (30) days before the extension date. A revision to the Standing Offer will be issued by The Town.

**END OF SECTION 3.0**

:

## 4.0 DESCRIPTION OF SERVICES

### 4.1 RFSO DEFINITIONS

Call-up	an assignment / project to be delivered under the Standing Offer.
Call-up Proposal	a submission by an invited Consultant from the Standing Offer List, to the Town of Canmore, in response to each Call-up
Consultant	the Successful Proponent to whom the Town of Canmore issues a contract/purchase order for a Call-up under the Standing Offer contract.
Proponent	a firm, individual or company who or which intends to submit or submits a Proposal pursuant to this RFSO.
RFSO	this Request for Standing Offer for Municipal Engineering and Urban Design Consulting Services
Proposal	a submission to the Town of Canmore in response to this RFSO.
Standing Offer List	the three (3) Consultants eligible to be Called-up under the Standing Offer.
Successful Proponent	a firm, individual or company with whom the Town of Canmore may decide to initially discuss contract arrangements based upon acceptance of the Proponent's Proposal.
The Town	the Town of Canmore.

### 4.2 DESCRIPTION OF NEED

The Town of Canmore is a global destination for mountain lifestyle with a full-time population of approximately 14,000, an additional 6,000 second homeowners, and over 2,500 hotel rooms that are seeing increasingly high occupancy throughout the year and are often at capacity through the summer months.

Canmore's transportation network is challenged by the growth in population and tourism as well as linear barriers that bisect the community such as the Bow River, Trans-Canada Highway, Canadian Pacific Rail, and Highway 742.

The Town is striving to achieve the objectives outlined in the 2018 Integrated Transportation Plan Update. Specifically, on Bow Valley Trail and in Teepee Town the objectives include 15% pedestrian and 20% cycling mode share through transformation of the network.

In addition to managing transportation, the Engineering Services Department is responsible for maintaining an inventory of roadway assets and assessing their condition on a regular basis. A rolling six-year capital plan is developed from projected lifecycle maintenance costs for Town Council approval each year.

The Engineering Services department's 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. Stormwater management in many areas of Canmore is achieved through infiltration due to a lack of a piped stormwater system, meaning Low Impact



**Reference Number:**

Development techniques are particularly important in these areas for volume control, peak flow reduction and water quality treatment. Works such as landscaping, trails, signs, water lines, sanitary and storm sewer, and traffic signals may be included. 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, cycle paths, pathways and 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.

Projects may require the Successful Proponents and their sub-consultants 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, 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.

Projects in the six-year capital plan include:

- Complete street rehabilitations:
  - Railway Avenue North \$5,000,000
  - Bow Bridge Corridor \$11,500,000
  - Town Centre West \$1,500,000
- Street and Drainage Rehabilitation \$9,000,000
- Transit Improvements \$1,000,000
- Pedestrian and Cycle Network Improvements \$1,750,000

Capital projects often include shallow and deep utility scope ranging from electrical installations for street and active transportation lighting and traffic signals, stormwater management infrastructure, and linear water and sanitary mains and services.

Other Town Departments that may engage the Successful Proponents include Facilities, Public Works, and Planning and Development. Projects may include investigations, studies, construction, maintenance, and rehabilitation related to municipal assets and infrastructure.

### **4.3 LOCATION OF ASSIGNMENTS**

**4.3.1** All Call-up assignments will be located within the municipal district of The Town.

### **4.4 SCOPE OF SERVICES**

**4.4.1** For consistency the following four main categories should be referenced in all documents including fee proposals, and invoices:

- Advisory and Design Services
- Procurement Services
- Construction Contract Administration
- Project Closeout

**Reference Number:**

The general scope of the services that the Consultant will provide are outlined in the four main categories below. Specific tasks will be negotiated with each assignment at the time of the Call-up.

**4.4.2 Advisory and Design Services** - Advisory and Design Services are broken into four main categories as follows:

(a) Advisory Services

- i. Value analysis
- ii. Expert and specialist studies
- iii. Project chartering and planning
- iv. Technical representation at meetings
- v. Investigation and reporting on a specific condition
- vi. Procurement strategy development
- vii. Arrangement for special testing of the work
- viii. Preparation of supporting documentation and applications for obtaining required approvals, licenses and permits from governmental authorities having jurisdiction over the project
- ix. Provision of peer review of documents provided by Consultants of The Town
- x. Coordination of Consultants of The Town
- xi. Preparation of a statement of requirements and project design criteria
- xii. Project feasibility study
- xiii. Support for regulatory or other applications, permitting, and / or notifications for approval from authorities having jurisdiction
- xiv. Environmental assessments and impact studies
- xv. Third party review of technical documents submitted with development applications

(b) Conceptual Design

Concept design includes: review of background information, analysis of site conditions, constraints and opportunities, engagement of stakeholders, definition of development of concepts for analysis, and provision of reports, sketches, drawings, and renderings as required allowing The Town to make sound decisions on alternatives. Concept designs must include enough information to prove the concepts are viable, and to provide Class D cost estimates. Concept Design includes the following deliverables:

- i. Analysis of background information provided by The Town
- ii. Review of the statement of requirements provided by The Town
- iii. Meetings with key stakeholders to determine needs and issues
- iv. Public consultation support
- v. Site visit to establish existing conditions, constraints, and opportunities
- vi. Design charrette
- vii. Develop design alternatives

**Reference Number:**

- viii. Evaluation of design alternatives
- ix. Class D cost estimate
- x. Draft and final visualizations
- xi. Project Brief outlining recommendations and relevant criteria to be followed in preliminary and detailed design

(c) Preliminary Design

Preliminary design includes: review of stakeholder feedback on the concept design and the development of concept designs to a sufficient level of detail as to establish general geometry, alignments, profiles, features, sizes, capacities, locations, furnishings and other principal elements which form the basis for the design. During this phase options may be considered for some elements of the design. Public consultation is completed during this phase of work. Preliminary Design includes the following deliverables:

- i. Coordination with consultants of The Town
- ii. Meetings with key stakeholders, meeting minutes
- iii. Public consultation support
- iv. Class C cost estimate
- v. Drawings or sketches illustrating and defining the design concept
- vi. Draft specifications
- vii. Preliminary Design Report covering alternatives, preliminary designs, and specifications
- viii. Preparation of documents in support of applications for approval from authorities having jurisdiction regarding the Project or designated specific aspects of the Project

(d) Detailed Design

Detailed Design includes: complete designs incorporating stakeholder feedback from the concept and preliminary design phases. Sufficient detail must be provided in detailed design deliverables for tendering of the work, and efficient and cost-effective completion of the work with a minimum of design revisions and additional costs through construction. Detailed Design includes the following deliverables:

- i. Detailed design drawings
- ii. Project specifications
- iii. Class B cost estimate
- iv. Preparation of documents in support of applications for approval from authorities having jurisdiction for the project or designated specific aspects of the project

**4.4.3 Procurement Services**

(a) Procurement services include:

- i. Advise on, recommend, and develop procurement strategies
- ii. Advise on and develop evaluation criteria

**Reference Number:**

- iii. Preparation of schedule of quantities
- iv. Prepare evaluation templates
- v. Assistance in the preparation of pre-qualification documents
- vi. Detailed design drawings
- vii. Technical specifications
- viii. Assembly and production of procurement documents including but not limited to Tenders, pre-qualifications, RFPs, and hybrid solutions
- ix. Assistance in the preparation of addenda
- x. Evaluation of submittals and recommendation for award
- xi. Assistance in the preparation of the construction contract

**4.4.4 Construction Contract Administration**

- (a) Construction Contract Administration services include:
  - i. Attend preconstruction meeting, prepare meeting minutes
  - ii. Review of contractor's road use permits, safety program documents, and schedule
  - iii. Review of contractor's shop drawings
  - iv. Review of contractor's surveys and layout
  - v. Arranging for reference surveys for use in the contractor's layout of the Work (not including surveys of legal property boundaries)
  - vi. Chair progress meetings, prepare meeting minutes
  - vii. Review the work of the contractor for general conformance with the construction documents
  - viii. Review of the correction of defects and deficiencies observed in the work when completed
  - ix. Arrangement of field-testing and inspection of materials and equipment for in accordance with Town requirements and the construction documents.
  - x. Investigation, reporting, and providing recommendations on unusual circumstances that arise during the project implementation
  - xi. Review of progress claims with respect to the contract documents, prepare recommendation for payment.
  - xii. Change management
  - xiii. Maintain of records of work progress, quality exhibits, equipment used, weather, and all issues that arise

**4.4.5 Project Closeout**

- (a) Project Closeout services include:
  - i. Provision of commissioning and start-up assistance
  - ii. Collection and organization of operating and maintenance manuals

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**Reference Number:**

- iii. Identification of deficiencies during the warranty period at The Town's request
- iv. Preparation of record documents
- v. Final inspection at the conclusion of the project construction contract, including any elements of commissioning agreed to as part of The Town's acceptance program
- vi. Participate in a contractor evaluation session
- vii. Prepare Construction Completion and Final Acceptance Certificates.

## **4.5 SERVICES NOT INCLUDED**

- 4.5.1** Services not specified in this RFSO are not required under this Standing Offer. However, may be required as a service or speciality service or subcontracted service as part of individual Call-up assignment. For example, Survey services (topographic, construction, as-built etc.), Environmental, and Geotechnical Engineering and Testing.

**END OF SECTION 4.0**

## **5.0 RESPONSE REQUIREMENTS AND EVALUATION CRITERIA**

### **5.1 FORMAT AND OUTLINE OF RESPONSES**

- 5.1.1 All responses are to be submitted on 8.5" x 11" size paper with an electronic copy submitted in PDF (.pdf) as outlined in the RFP instructions.
- 5.1.2 Responses to each section shall be marked with the corresponding letter and number (e.g. A, B1, B2 etc.).
- 5.1.3 Proponents are not to include any supplemental information other than the information requested in this RFSO. Additional information will not be considered or evaluated by The Town.

### **5.2 PROPOSAL SUBMISSION REQUIREMENTS**

Proponents are requested to submit a proposal containing the following:

- A. Cover Letter [1 page maximum].
- B. Working With and Within the Town of Canmore [2 pages maximum].
  - B1 Describe why your firm wants to work with the Town of Canmore.
  - B2 Describe your understanding of the challenges and unique constraints associated with delivering infrastructure projects for the Town within the municipal district of the Town. What is your firm's approach to addressing these unique challenges.
- C. Management and Delivery of Services [3 pages maximum].
  - C1 Identify the individual at the corporate level who will be responsible for your firm's relationship with the Town of Canmore and how explain how they will support the delivery of service by the firm.
  - C2 From your perspective, what are the top three ways a Project Manager can contribute to the successful delivery of projects under this Standing Offer.
  - C3 Provide two relevant examples of how your firm's design challenged conventional wisdom and / or engineering standards, in order to provide the best solution for the client.
- D. Approach to Municipal Design and Construction [4 pages maximum].
  - D1 The Town of Canmore will generally provide functional requirements and concept level designs for Complete Streets aspects of projects. Town staff, and in certain cases, third-party mobility specialists, will provide detailed review of design submissions. Explain your firm's experience with Complete Streets and how you will integrate the Town's input into your design process.
  - D2 The Successful Proponent will be required to support the Town on a wide variety of projects. Explain, using relevant examples, how your firm will support the Town's needs and the scope of services included under this RFSO.
  - D3 Provide three relevant examples of lessons learned on constructed projects, explain how the Town of Canmore would benefit from these experiences under this RFSO.



**Reference Number:**

- E. Key Personnel Expertise and Experience [5 pages maximum, excluding E2 and E3].
  - E1 Provide a half page bio for each key staff member, explaining why they are well suited for the role and summarizing their relevant experience. Include relevant project examples.
  - E2 Complete the Request for Standing Offer - Key Staff Members table, Section 7.2 (not included in page count).
  - E3 Complete the Key Staff Experience Matrix, Section 8.2 (not included in page count).
  
- F. Price Proposal - Complete Standing Offer - Base Rates table, Section 9.2.
  
- G. Mandatory Requirements [no page limit].
  - G1 Signed Signature and Waiver Sheet, Section 6.0.
  - G2 Signed Acknowledgment of Price Proposal, Section 9.3.
  - G3 Insurance Requirements: Provide evidence from your insurance company confirming your ability to secure insurance as described in Section 2.19.
  - G4 WCB Requirements: Provide evidence of WCB coverage as described in Section 2.19.
  
- H. Resumes - Provide a resume for each Key Staff Member [a maximum of two pages per person].

**5.3 EVALUATION PROCESS**

**5.3.1** Selection of the Successful Proponents pursuant to this RFSO will be made on the basis of the Proponent’s written response and other factors germane to The Town. The responses shall be evaluated based on the matrix shown below.

<b>Evaluation Criteria</b>	<b>Evaluation</b>
A. Cover Letter	-
B. Working With and Within the Town of Canmore	15%
C. Management and Delivery of Services	15%
D. Approach to Municipal Design and Construction	20%
E. Key Personnel Expertise and Experience	30%
F. Price Proposal	20%
G. Mandatory Requirements	Pass / Fail
H. Resumes	(evaluated as part of Tab E)

**5.3.2** A submission will first be reviewed for compliance with the mandatory requirements of this RFSO as listed above. A submission not complying with the criteria may be considered non-compliant and not receive further consideration.

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## **5.4 CONFIDENTIALITY OF EVALUATION**

- 5.4.1** Evaluation scores and rankings are confidential, and apart from identifying the top-ranked Proponents, no details of the submission, score or ranking of any Proponent will be released to any Proponent.
- 5.4.2** As required by the Canadian Free Trade Agreement, the name of the Successful Proponents will be posted on the Alberta Purchasing Connection.

**END OF SECTION 5.0**



## **6.0 SIGNATURE AND WAIVER SHEET**

**6.1.1** The Proponent hereby acknowledges that prior to submitting its Proposal the Proponent has obtained from The Town 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 Standing Offer documents and all amendments thereto which are incorporated by reference into the above-cited response as follows:

- (a) Town of Canmore Master Consulting Agreement;
- (b) Affidavit Verifying Corporate Signing Authority (if a corporation); and
- (c) Affidavit of Execution Individual or Sole Proprietorship (if not a corporation).

The referenced documents may be viewed at The Town's website (<https://canmore.ca/business/find-a-form>).

- (a) The Proponent acknowledges the documents incorporated by reference as indicated in Section 6.1.1.
- (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.

**6.1.2** 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.

**6.1.3** The Proponent hereby acknowledges it has thoroughly reviewed and understood all the terms and conditions of the Request for Standing Offer ("RFSO") which include those contained in the Instructions for Responding to this Request for Standing Offer, General Conditions of Response, all documents included by reference as set out in Section 6.1.1, all drawings and specifications as may be listed in the Table of Contents and included in the Appendices (together the "Terms and Conditions").

**6.1.4** The Proponent hereby acknowledges the receipt of the following Addenda and have included for the requirements thereof in their Proposal: Addendum # \_\_\_\_\_ to \_\_\_\_\_.

**6.1.5** By signing this sheet, I confirm I have the full authority to represent the Proponent in all matters relating to the RFSO, and I confirm that the Proponent agrees to be bound by all the Terms and Conditions.



**Reference Number:**

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

**6.1.6 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, as well as 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 (<http://canmore.ca/business/find-a-form>). 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:

- i. 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,
- ii. 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.

**END OF SECTION 6.0**



**7.0 KEY STAFF MEMBERS**

**7.1 INSTRUCTIONS**

- 7.1.1 Proponents must identify the name of key personnel to be assigned to this Standing Offer, along with their licensing and/or professional affiliation(s).
- 7.1.2 In nominating a Key Staff Member, the proponent shall agree, to the best of their ability, to make the Key Staff Member available to fulfil the requirements of the Call-up. If a Key Staff Member is not available, the proponent acknowledges the conditions of a Call-up, as outlined in Section 3.2.1(c)i.
- 7.1.3 Proponents are permitted to nominate a staff member to fulfil multiple Key Staff Member positions (e.g. Jim Smith as Project Manager A and Traffic Lead), with the exception that a single person cannot fulfill both Project Manager positions.

**7.2 REQUEST FOR STANDING OFFER - KEY STAFF MEMBERS**

KEY STAFF MEMBER	NOMINATED STAFF MEMBER NAME	LICENSING / PROFESSIONAL AFFILIATION(S).
Project Manager A		
Project Manager B		
Active Transportation Lead		
Roadway Lead		
Utility Lead		
Low Impact Development (LID) / Stormwater Lead		
Transit Lead		
Traffic Lead		
Urban Design / Landscape Architecture Lead (UD/LA)		
Construction Supervisor		

**7.2.1 Role of the Project Manager**

The Town of Canmore considers the role of Project Manager (PM) critical to the success of each Call-up assignment. The Town would like to assess the experience and capabilities of any potential PM that could be assigned to a call-up. The nomination of two PMs allows the proponent to assign

**Reference Number:**

a PM that has been evaluated as part of this RFSO and decreases the likelihood that a nominated PM isn't available during the Standing Offer period.

The Town will only require one of the two nominated PMs to be available for an individual Call-up. The choice of which nominated PM put forward for each Call-up assignment is left to the discretion of the Consultant at the time of Call-up.

- 7.2.2** The Town will be evaluating proponent's key personnel expertise and experience in accordance with Section 5.2E. This evaluation will only consider the expertise and experience of the Key Staff Members positions identified in Section 7.2. Proponents are not permitted to nominate additional Key Staff in their proposal.

**END OF SECTION 7.0**



## 8.0 KEY STAFF EXPERIENCE

### 8.1 INSTRUCTIONS

- 8.1.1 Step 1 - Transfer Key Staff Member names from Section 7.2 to the table below. Only replace the italicized <nominated staff member> text.
- 8.1.2 Step 2 - Populate the following table with a “Y” for the relevant Project Experience of Key Staff Members.

### 8.2 KEY STAFF EXPERIENCE MATRIX

Project Experience ↓	Key Staff Members →									
	Project Manager A <nominated staff member>	Project Manager B <nominated staff member>	Active Transportation Lead <nominated staff member>	Roadway Lead <nominated staff member>	Utility Lead <nominated staff member>	LID / Stormwater Lead <nominated staff member>	Transit Lead <nominated staff member>	Traffic Lead <nominated staff member>	UD/LA <nominated staff member>	Construction Supervisor <nominated staff member>
Bicycle network and pathway projects										
Separated, protected, dedicated cycle facilities.										
Complete street construction										
Deep utility replacement in high ground water conditions										
Transportation demand management										
Integrated parking management										
Low Impact Development Stormwater Design in cold climates										
Transit infrastructure design										
Urban design streetscape improvements										
Landscape architecture in Alberta Rockies, Canmore growing zone										

**END OF SECTION 8.0**

## 9.0 PRICE PROPOSAL

### 9.1 INSTRUCTIONS

- 9.1.1 Price proposals must be in Canadian Dollars.
- 9.1.2 Hourly rates are not to include taxes, expenses or disbursements.
- 9.1.3 Disbursements will be in addition to the hourly fees at a flat rate of 6%.
- 9.1.4 Proponents are not to alter or add information to the form.
- 9.1.5 It is mandatory that Proponents submit rates for the period of the proposed Standing Offer for all items listed.
- 9.1.6 Rates will be indexed every year on April 1 during the Standing Offer period. Indexation will be based upon the Alberta Government’s published annual Consumer Price Index (CPI) change for the previous year. An example has been provided in the table below using a nominated Fixed Hourly Base rate of \$100 and fictitious future CPI values.

Year	Period	Annual Alberta CPI Change	Rate
Year 1	Commencement of SOA - 2023	-	\$100.00
Year 2	Sept 1, 2024 - Aug 31, 2025	3.5 (2023)	\$103.50
Year 3	Sept 1, 2025 - Aug 31, 2026	2.2 (2024)	\$105.78
Year 4	Sept 1, 2026 - Aug 31, 2027	2.0 (2025)	\$107.90
Year 5	Sept 1, 2027 - Aug 31, 2028	2.0 (2026)	\$110.06

- 9.1.7 In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to:
  - i. Proponents must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed.
  - ii. The hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the firm does not have an Intermediate Personnel, the hourly rate provided must be equal to or greater than the hourly rate provided for the Junior Personnel.
  - iii. The hourly rate for any given category of personnel cannot be \$0 or nil value.
  - iv. Failure to insert an hourly rate for each position listed will render your proposal non-responsive.

### 9.2 STANDING OFFER - BASE RATES

- 9.2.1 The purpose of Section 9.2 is to evaluate and determine the rates for all staff that could be Called-up as part of the Standing Offer. Therefore, proponents are only required to provide rates for the Category of Personnel listed in Section 9.2. This includes providing a rate for the position of Assistant Project Manager. A second Assistant Project Manager is not permitted.

**Request for Standing Offer:**  
Municipal Engineering and Urban Design Consulting Services  
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**STANDING OFFER - BASE RATES**

CATEGORY OF PERSONNEL	HOURLY RATE
<b>PROJECT MANAGEMENT</b>	
Project Manager A	\$
Project Manager B	\$
Assistant Project Manager	\$
<b>ENGINEERS AND LEADS</b>	
Active Transportation Lead	\$
Roadway Lead	\$
Utility Lead	\$
Low Impact Development / Stormwater Lead	\$
Transit Lead	\$
Traffic Lead	\$
Senior Engineer	\$
Intermediate Engineer	\$
Junior Engineer	\$
EIT	\$
<b>TECHNOLOGISTS</b>	
Senior Technologist	\$
Intermediate Technologist	\$
Junior Technologist	\$
<b>URBAN DESIGN / LANDSCAPE ARCHITECTS (UD/LA)</b>	
UD/LA Lead	\$
Senior UD/LA	\$
Intermediate UD/LA	\$
Junior UD/LA	\$
<b>OTHERS</b>	
Construction Supervisor	\$
CADD/Draftsperson	\$
Field Technician	\$
Administration	\$
<b>Disbursements</b>	6%

**Request for Standing Offer:**  
Municipal Engineering and Urban Design Consulting Services  
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**9.3 ACKNOWLEDGEMENT OF PRICE PROPOSAL**

I/we have carefully examined all documents prepared for this Request for Standing Offer; and hereby agree to furnish all labour, materials, and services for the proper execution and completion of the entire Request for Standing Offer for Municipal Engineering and Urban Design Consulting Services including all addenda thereto which are acknowledged hereinafter for the above project for the conditions set out in Section 9.1 and the rates stated in Section 9.2.

**Date:** \_\_\_\_\_

**I/we,** \_\_\_\_\_

*(Company Name)*

of \_\_\_\_\_

*(Business Address)*

\_\_\_\_\_

*(Signature)*

**END OF SECTION 9.0**



**Request for Standing Offer:**  
Municipal Engineering and Urban Design Consulting Services  
**Reference Number:**



## **10.0 APPENDIX - MASTER CONSULTING AGREEMENT**

**MASTER CONSULTING AGREEMENT  
TERMS AND CONDITIONS**

**THIS AGREEMENT DATED: DATE**

BETWEEN:

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

OF THE FIRST PART

- and -

**CONSULTANT**  
(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.

Verbal instructions or work orders are of no effect unless promptly confirmed in writing by the Town.

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 six (6%) 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 thirty (30) 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 FIVE MILLION DOLLARS (\$5,000,000.00) 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 in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
- (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 FIVE MILLION DOLLARS (\$5,000,000.00) 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 endeavor to provide The Town with thirty (30) days written notice prior to cancellation.

8.3 The Consultant shall furnish documentary evidence satisfactory to the Town 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 shall indemnify and hold harmless the Town and its officers, councilors and employees, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and cost expenses (including legal fees), arising directly or indirectly, in whole or in part, out of the negligence or any willful act or omission of the Consultant, or any of its agents or employees, in connection with this Agreement or the Consultant services or work hereunder, within the scope of its duties or authority hereunder.

9.2 This indemnity 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 [Deleted]**

10.1 [deleted]

## **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 Confidentiality and FOIP**

13.1 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 information, 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 which is otherwise 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 disclosed 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 confidentiality 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) and releases the Consultant from its confidentiality obligation. 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.

13.2 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.

13.3 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.

#### **14.0 Reporting**

14.1 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.

#### **15.0 Intellectual Property**

15.1 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.

15.2 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 15.1.

15.3 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.

15.4 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.

- 15.5 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 31.

## **16.0 Records and Audit**

- 16.1 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.

## **17.0 Termination of an Agreement**

- 17.1 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.

## **18.0 Credit Checks**

- 18.1 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.

## **19.0 Insolvency**

- 19.1 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.

## **20.0 Assignment or Subconsulting**

- 20.1 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.

**21.0 Successors and Assigns**

21.1 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.

**22.0 Legislation and Jurisdiction**

22.1 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.

22.2 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.

**23.0 Waiver**

23.1 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.

**24.0 Work Site Safety**

24.1 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.

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

**25.0 Notices**

25.1 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 – 7<sup>th</sup> Avenue  
Canmore, Alberta  
T1W3K1

Attention: Trevor Reeder  
Email: [trevor.reeder@canmore.ca](mailto:trevor.reeder@canmore.ca)

**For the Consultant:**

**CONSULTANT  
ADDRESS**

Attention: **NAME**  
Email: **EMAIL**

Any notice or other communication given by email or direct 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.

**26.0 Supercession**

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

**27.0 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.

**28.0 Interpretation**

28.1 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.

**29.0 Execution of Agreement**

29.1 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.

29.2 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.

**30.0 Dispute Resolution**

30.1 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.

### **31.0 Licensing of Town Data**

31.1 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 31, or
- (b) a detailed Data Licence Agreement Schedule that is attached and incorporated as part of the Agreement for a specific project.

31.2 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 31, 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.

31.3 Subject to the terms of the Agreement, The Town grants and the Consultant accepts a non-exclusive, non-assignable license 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.

31.4 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.

31.5 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.

31.6 Title to and ownership of the Data and any modifications made to the Data will at all times remain with The Town.

31.7 The Consultant does not have any right or interest in the Data except as specifically provided in the Agreement.

31.8 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.

31.9 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.

- 31.10 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.

