



REQUEST FOR PROPOSAL – RFP No. 24-BR-32-GEN

**2024-2029 Engineering Services for Bridge Inspections, Maintenance
and Capital Works in the MD of Bonnyville**

2024-2029 Engineering Services for Bridge Inspections, Maintenance and Capital Works in the MD of Bonnyville – Key Information

DATE ISSUED	May 3, 2024
OPTIONAL SITE VISIT	Proponents may attend the site visit. At 1:30 p.m. (Alberta Time) on May 16, 2024 Meeting point – Public Works Office at 61330 Range Road 455, Municipal District of Bonnyville (3km north of the town of Bonnyville)
INQUIRY DEADLINE	By 12:00 p.m. (Alberta Time) on May 28, 2024
RFP CLOSING DATE & TIME	By 2:00:00 p.m. (Alberta Time) on June 4, 2024
ACCESSIBILITY OF PROPOSALS	Proponents will be allowed to withdraw and/or modify their Proposal up to Thirty (30) minutes before the RFP closing time. The modified Proposal must be resubmitted in a sealed envelope prior to RFP closing time.
PERIOD OPEN FOR CONSIDERATION	Proposals received shall remain irrevocable for a period of sixty (60) days following the RFP Closing Date.
M.D. OF BONNYVILLE NO.87 CONTACT	Todd Honkala, CET – <i>Capital Projects Foreman</i> thonkala@md.bonnyville.ab.ca 780-826-3951

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1.0 INTRODUCTION

The Municipal District of Bonnyville No. 87 is a municipal district in Alberta's Northeast Region. The following hamlets and communities currently form part of the MD:

Hamlet of Ardmore
Hamlet of Cherry Grove
Hamlet of Fort Kent
Hamlet of La Corey
Hamlet of Therien
Hamlets of Iron River, Beaver Dam and Beaver Crossing

The following jurisdictions within the MD's geographic area are separate from and do not currently form part of the MD:

City of Cold Lake
Town of Bonnyville
Village of Glendon
Summer Village of Bonnyville Beach
Summer Village of Pelican Narrows
First Nations Reserves
Metis Settlements

More information on Municipal District of Bonnyville No. 87 can be found at [MD of Bonnyville, AB - Official Website | Official Website](#)

1.1 Definitions

Terms used in this RFP have the meaning set out below unless otherwise indicated.

"Agreement" "Contract" means a written document between the M.D. and the Proponent(s) to perform the tasks, duties, and responsibilities, as described in this RFP.

"Alberta Time" means Mountain Standard Time or Mountain Daylight Saving Time as provided for the *Daylight-Saving Time Act* of Alberta.

"May" used in this document denotes permissive.

"Must/Shall/Will" used in this document denotes imperative.

"Owner" "M.D." "MD" "M.D. of Bonnyville" is the Municipal District of Bonnyville No. 87.

"Primary Contact" means the individual a Proponent (that has submitted a

Proposal), designates to represent the Proponent during the competitive process associated with this RFP. There can be only one (1) Primary Contact.

“Proponent(s)/Vendor(s)/Bidder(s)/Contractor(s)” means all persons, partnerships or corporations who respond to this RFP and includes their heirs, successors, and permitted assigns.

“Proposal” means the Proponent’s response to this RFP.

“RFP” stands for “Request for Proposal”, it means this document including all schedules, parts and attachments, as issued by the M.D., including any addenda or amendments made to it after initial issue.

“Services” means everything done or performed by or through the Proponent that is within the scope of the RFP, including preparation and submission of any deliverables required by the Agreement.

“Subcontractor” shall mean any person, firm, or corporation hired by the successful Proponent.

“Successful Proponent/Vendor/Bidder/Contractor” means the Proponent/Vendor/Bidder/Contractor whose RFP submission is/are accepted and who has/have agreed to supply the Goods and/or Services as outlined herein.

“Work” wherever used in these documents shall mean the entire Work, including materials, labour, equipment, transportation or other facilities or items ancillary to the foregoing, required to be done, furnished and performed by the Proponent to complete the Work in accordance with the Contract.

1.2 Project Description

The objective of this RFP is to solicit Proposals from qualified Bridge Engineering firms to provide engineering consulting services for the Municipal District of Bonnyville’s annual Bridge Program. The proposal shall be for a total of Five (5) years, starting with a contract for 5 years, extendable as required to complete work that was initiated under this agreement.

Municipal District of Bonnyville No. 87 (MD of Bonnyville No.87) (MD of Bonnyville) (M.D.) (MD) is a municipal district in Alberta's Northeast Region. It covers approximately 6057 km² and the MD is responsible for approximately 120 local road bridges outside of the provincial highway corridors, which includes standard and major bridges, as well as bridge sized culverts.

2.0 GENERAL CONDITIONS

The Municipal District of Bonnyville (M.D.) reserves the right to accept or reject any and all Proposals, and to waive irregularities, informalities and non-compliance at its discretion. The M.D. reserves the right to award a Proposal other than the lowest priced

Proposal without stating reasons and without limiting the generality of the foregoing, the M.D. may consider any other factor(s) besides price, capability to perform the Work and proposed specifications, in its sole and unfettered discretion. By submitting its Proposal, the Proponent waives any right to claim, in any proceeding or court action, for loss of anticipated profit or for any other damages in excess of the reasonable costs incurred by the Bidder in preparing its Proposal.

Notwithstanding anything to the contrary contained herein, the M.D. reserves the right in its sole discretion to verify the validity of the information supplied and to reject any Proposal where the contents appear to be incorrect or inaccurate in the M.D.'s estimation.

2.1 Appendices and Addenda

The appendices to this RFP and any subsequent addenda are incorporated into and form part of this RFP. The information and data contained in any appendices and any subsequent addenda may form the basis upon which the Contract will be entered into with the M.D.

2.2 Disclaimer of Liability and Indemnity

By submitting a Proposal, a Proponent agrees:

- 2.2.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- 2.2.2 that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;
- 2.2.3 that it has gathered all information necessary to perform all of its obligations under its Proposal;
- 2.2.4 that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- 2.2.5 to hold harmless the M.D., its elected officials, officers, employees, agents, or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
- 2.2.6 that it shall not be entitled to claim against the M.D., its elected officials, officers, employees, insurers, agents, or advisors on grounds that any information, whether obtained from the M.D. or otherwise (including information made available by its elected officials, officers, employees, agents, or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient;

- 2.2.7 that the M.D. will not be responsible for any costs, expenses, losses, damages, or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the M.D.'s acceptance or non-acceptance of a Proposal; and
- 2.2.8 to waive any right to contest in any proceeding, case, action or application, the right of the M.D. to negotiate with any Proponent for the Contract whom the M.D. deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the M.D. and acknowledges that the M.D. may negotiate and Contract with any Proponent it desires.

2.3 **No Contractual Relationship**

The Proponent acknowledges and agrees that this procurement process is a Request for Proposal. It is part of an overall procurement process intended to enable the M.D. to identify a potential successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the M.D. and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations between the M.D. and Proponent arising from this Request for Proposal or the submission of a Proposal.

2.4 **Acceptability of Proposals**

The Proponent will be allowed to withdraw and modify its Proposal up to **Thirty (30)** minutes before the RFP closing time. The modified Proposal must be resubmitted in a sealed envelope prior to RFP closing time.

2.5 **Discretion of M.D.**

The M.D. is not bound to accept any Proposal. At any time prior to execution of the Contract, the M.D. may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work, or proceed with the Work on different terms. All of this may be done with no compensation to the Proponents or any other party.

The M.D. reserves the right, in its sole and unfettered discretion, to:

- 2.5.1 cancel or reissue the RFP due to budgetary constraints or if only one (1) Proponent submits a Proposal.
- 2.5.2 utilize any designs, ideas, or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;

- 2.5.3 negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work, and the scope of the Work;
- 2.5.4 waive any formality, informality, or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- 2.5.5 receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced Proposal, or not accept any Proposal, all without giving reasons;
- 2.5.6 determine whether any Proposal meets the submission requirements of this RFP;
- 2.5.7 negotiate with any Proponent regardless of whether or not that Proponent is the Proponent that has received the highest evaluation score; and
- 2.5.8 negotiate with any and all Proponents regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.
- 2.5.9 negotiate the terms of a contract to perform the Work with the highest rated proponent(s)
- 2.5.10 to reject any Proposal that does not include the requirements, but the M.D. is not required to reject any Proposal.

2.6 Selection

Selection of the successful Proponent(s), if any, is at the sole and unfettered discretion of the M.D. Proposal scoring information is in Section 6.0.

2.7 Disqualification

- 2.7.1 The failure to comply with any aspect of this RFP (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by the M.D., including disqualification from the RFP process, suspension from the RFP process, and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

- 2.7.2 For the purposes of this section, Proponent shall be deemed to include any related entity and any partner, principal, director, or officer of such Proponent as well as any other legal entity with one or more of the same partner(s), principal(s), director(s) or officer(s).
- 2.7.3 A Proponent may be excluded from eligibility to submit a bid, proposal, or quote or a submitted bid, proposal, or quote may be summarily rejected and returned to a Proponent where the M.D. determines, in its absolute and sole discretion that one of the following circumstances has occurred:
- 2.7.3.1 The Proponent is or has been involved in litigation with the M.D., its elected officials, or employees;
- 2.7.3.2 The Proponent has failed to pay an amount owed to the M.D. when due and owing;
- 2.7.3.3 There is documented evidence of poor performance, non-performance, or default by the Proponent in relation to any contract with the M.D. or goods, work, or services otherwise provided to the M.D., including any breach by a Proponent of obligations under the terms of any RFT or RFP issued by the municipality;
- 2.7.3.4 The Proponent or its personnel have demonstrated abusive behavior or threatening conduct towards M.D. employees, their agents or representatives;
- 2.7.3.5 The Proponent or its personnel have engaged in any conflict of interest in relation to any agreement or procurement process involving the M.D., or alternatively placed the M.D. or any of its elected officials or employees in a conflict of interest as a result of actions undertaken by the Proponent;
- 2.7.3.6 The Proponent has been convicted of a criminal offence including but not limited to fraud or theft; or
- 2.7.3.7 The Proponent has been convicted of any quasi - criminal offence pursuant to applicable legislation or regulations including but not limited to the Occupational Health and Safety Act, where the circumstances of that conviction demonstrate a disregard on the part of the Proponent for the health and safety of its workers, employees of the M.D., or the general public.

- 2.7.4 In arriving at a determination for the disqualification of a Proponent pursuant to this section, the M.D. will consider whether the circumstances are likely to affect the Proponent's ability to work successfully with the municipality, its consultants and representatives, and whether the M.D.'s experience with the Proponent indicates that the municipality is likely to incur increased staff time and/ or legal costs in the administration of any dealings with the Proponent.
- 2.7.5 Based on the severity of the events leading to the disqualification, the M.D. shall establish the duration of the period during which the disqualification shall be effective.
- 2.7.6 In the event the M.D. concludes that a Proponent should be disqualified pursuant to this section, it shall first provide written notice to the Proponent indicating the M.D.'s intention to disqualify the Proponent, its reasons for doing so, and the duration of the intended disqualification. Such notice shall indicate that the Proponent will have a period of 14 days to respond to such notice in writing, setting out (if the Proponent so chooses) any reasons it opposes or disputes either the disqualification or the duration of the disqualification.
- 2.7.7 Any notice of appeal from an affected Proponent that disputes the intended disqualification or duration of disqualification which is received by the M.D. within such 14- day period shall be reviewed and considered by the Chief Administrative Officer (CAO) who may either uphold, overturn, or vary the terms of disqualification. Any such decision will be final and not subject to further appeal and will be communicated in writing to the Proponent.

2.8 Representations and Warranties

- 2.8.1 The M.D. makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.
- 2.8.2 Proponents are hereby required to satisfy themselves as to the accuracy and/or completeness of the information provided in this RFP.
- 2.8.3 No implied obligation of any kind, by or on behalf of the M.D., shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the M.D., are and shall be the only representations and warranties that apply.

2.8.4 Information referenced in this RFP, or otherwise made available by the M.D. or any of its elected officials, officers, employees, agents, or advisors as part of the procurement process, is provided for the convenience of the Proponent only and none of the M.D., its elected officials, officers, employees, agents, and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the M.D. any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

2.9 **Warranty Period**

2.9.1 The Proponent shall be liable to the Owner for all expenses, losses, or damages incurred by the Owner because of faulty materials or as a result of the Proponent's failure to meet the standard warranty.

2.9.2 This Article shall not restrict the liability of the Proponent in any way.

2.10 **Payment**

2.10.1 The Owner shall pay the Successful Proponent for the performance of the Contract, at the prices stated in the Contract. A proper invoice must be submitted to the Owner.

2.11 **Prime Contractor**

The Proponent who is awarded the Work will be assigned "Prime Contractor" status as defined by Health and Safety agencies and shall fulfill all obligations and responsibilities associated with this designation. The Proponent shall be the "Prime Contractor" for the full duration of this project and whenever the Proponent's personnel, equipment or Subcontractors are on site. **The successful Proponent will be required to complete a Prime Contractor Designation form issued by the M.D.**

Since this RFP is for an engineering services contract, the requirement to assume Prime Contractor status will be waived any time a third-party construction contractor is assigned Prime Contractor status on a construction project.

2.12 **Sub-Contracting**

Proponents retain the ability to subcontract Work that is beyond their scope / capability; however, they remain the "Prime Contractor" if they are awarded the Work. The Prime Contractor is overall responsible for the quality of Services completed and must ensure all safety regulations and applicable codes are followed. Any extra costs associated with subcontracting that were not identified in the accepted proposal remain the responsibility of the proponent.

Proponents shall not change subcontractors/sub-consultants, as identified in their Proposal, after the Closing Time and Date unless they first obtain the M.D.'s written permission.

2.13 Period Open for Consideration

A response to the RFP shall be deemed to be an offer to contract with the M.D. based upon the terms, conditions and specifications contained in this RFP. The Proposals received shall remain irrevocable for a period of sixty (60) days following the RFP Closing Date to allow for the M.D. to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

2.14 Information Disclosure and Confidentiality

All documents submitted to the M.D. will be subject to the protection and disclosure provisions of the Freedom of Information and Protection of Privacy Act ("FOIP"). FOIP allows persons a right of access to records in M.D.'s custody or control. It also prohibits M.D. from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure. However, the M.D. cannot assure Proponents that any portion of the Proposals can be kept confidential under FOIP.

2.15 Independent Determination

A Proposal will not be considered by the M.D. if it was not arrived at independently without collusion, consultation, communication, or agreement as to any matter, such as fees, with any other Proponent.

2.16 Documents

All documents submitted by a Proponent shall become the property of the M.D. upon being presented, submitted, or forwarded to the M.D. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media they are contained in shall also become the property of the M.D. upon their being presented, submitted, or forwarded to M.D.

2.17 Intellectual Property

By submitting a Proposal, Proponents agree that any documents produced for the M.D. as a part of this work may become public information and agree to hold the M.D. and its agents harmless for any re-use of its ideas, designs, concepts, contract verbiage, or similar that are contained within.

2.18 Trade Agreements

The provisions of the following trade agreements may apply to this RFP.

- a) Chapter Five of the Canadian Free Trade Agreement
- b) New West Partnership Trade Agreement
- c) Chapter Nineteen of the Comprehensive Economic and Trade Agreement

2.19 Conflict of Interest

Proponents must fully disclose, in their Proposal to the M.D. the circumstances of any potential conflict of interest of what could be perceived as a possible conflict of interest if the Proponent were to become a contracting party pursuant to this RFP. The M.D. shall review any submissions by Proponents under this provision and may reject any Proposal where, in the sole opinion of the M.D., the Proponent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Proponent were to become a contracting party pursuant to this RFP.

2.20 Taxes

GST should not be included in the prices quoted.

2.21 Registration

Prior to commencing the Services, the successful Proponent shall obtain all authorizations required by the law enabling it to carry on business and to complete the Services required under the Agreement. Any failure to carry out these obligations shall entitle the M.D. to terminate without compensation the Proponent's right to fulfil the Agreement.

2.22 Law and Forum of RFP

The law to be applied in respect of this RFP shall be the law of the Province of Alberta and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Alberta. By submitting a Proposal, the Proponent is deemed to have agreed to attorn to the jurisdiction of the Courts of the Province of Alberta.

3.0 FORM OF CONTRACT

Prior to commencing the work,

- a, the Successful proponent must sign the Owner's Contract. (Appendix C)
- b, the Successful proponent must have a work order approved by the Owner's authorized project designate.

4.0 PROJECT

The M.D. invites Proponents to submit a proposal for 2024-2029 Engineering Services for Bridge Inspections, Maintenance and Capital Works in the MD of Bonnyville according to the scope below. RFP documents may be obtained from the Alberta Purchasing Connection or from the M.D. of Bonnyville website; <https://www.md.bonnyville.ab.ca/bids.aspx>

4.1 Scope of Work

Services that are required (but not limited to) are as follows:

4.1.1 Bridge Inspection Program

- Annually – Submit a work order for approval by the MD, identifying a list of bridges scheduled to be inspected during the current calendar year, as well as confirming the cost to do so. Inspection frequencies and processes are to follow Alberta Transportation BIM guidelines, with the following exceptions:
 - As part of every level 1 inspection, inspectors are to complete the MD’s “BIM Level 1 Inspection” supplemental form that provides information to assist the MD in planning supplemental special access inspection work. (Appendix B)
 - Subject to budget constraints, the MD is intending to have the consultant carry out some supplemental special access (level 1.5) inspection work that focuses on inspecting bridge elements that are normally hidden during its routine level 1 BIM inspections. These intended supplemental inspections will be lumped together for efficiency and it is expected they may include:
 - Winter inspections
 - Aerial inspections
 - Underwater inspections (FHWA-NHI-10-027, section 1-2.1a – visual/tactile)
 - Rope access inspections
 - UAV inspections
 - The following major (Beaver River Truss) bridges are currently being inspected by the provincial consultant, with the inspection reports being forwarded to the MD by the province:
 - BF72355
 - BF72515
 - BF7431
 - BF9595

Due to their age, the MD would like to carry out additional inspections on these structures to increase their frequency of inspection, as well as to have its own consultant be more familiar with the structures. The MD’s intent would be to inspect them as a group, on a triennial basis, preferably in an offsetting year from the provincial BIM inspections. After these additional inspections are carried out, the consultant will

need to manually adjust the next inspections showing in the provincial database so those are not affected by the additional MD inspections taking place.

- Annually – Carry out and submit BIM inspection reports for the agreed upon work.
 - Carry out level 2 coring and steel truss inspections when requested.
- It is expected that inspection work under this MSA will not begin until the 2025 budget is approved.

4.1.2 Engineering Support

- As required, provide the services of a professional bridge engineer(s), registered in Alberta, experienced in the inspection, assessment, and repair of in-service bridge structures, as well as being familiar with standard Alberta designs and code requirements from when these bridges were first built. It is expected that this engineer(s) will need to provide the following services:
 - Provide engineering support for bridge related issues that develop in the MD.
 - Consult on the MD's bridge inspection program.
 - Review and consult with the MD on any BIM inspection condition ratings of 2 or less.
 - Provide direction for engineered bridge repairs and maintenance.
 - Oversee bridge operations and maintenance work that the consultant is responsible for, which may include bridge or culvert assessments, the design of rehabilitation and repairs, load evaluations, or similar.
 - As required, assist with bridge asset management planning and reporting to management and council. This may include global inventory, age and condition summary reporting, bridge utilization and levels of service reviews, exploration of different end of life options for bridges, global cost forecasting, as well as prioritization of work and looking at options to optimize available resources while maintaining public confidence and safety.
 - Providing Budget/Order of Magnitude cost information
 - Preparing type A cost estimates
 - Other related duties, as required.
 - While most of the Engineering support expected to be required under this agreement will be related to bridges, other non-bridge related engineering support may be requested if the Consultant has the qualifications to provide this service and the rates are consistent with rates established in this agreement. (Traffic, roads, geotechnical, surveying, drafting, drainage, sewer, water, environmental, materials, land, etc.)

4.1.3 Construction Support

- As required, manage bridge construction projects on behalf of the MD. This typically includes identifying the need for, coordinating and/or carrying out the following tasks when they are required to replace bridge structures:
 - Preliminary engineering and environmental studies
 - Topographic surveys

- Land purchases and related land agreements.
 - Utility investigations, moves and crossing agreements.
 - Regulatory approvals and permits
 - Regulatory notifications
 - Preparing and stamping engineered design drawings
 - Preparing tender documents
 - Preparing type C cost estimates
 - Reviewing tender submissions
 - Recommending construction contract awards
 - Preparing contract documents for execution
 - Construction survey / layout
 - Reviewing and approving contractor submittals
 - Construction coordination and progress reporting
 - Construction oversight and quality assurance
 - Contract administration and review of contractor progress claims.
 - Construction Completion signoff and preparing record drawings.
 - Warranty enforcement when maintenance issues are identified by the MD.
- It is expected that capital work under this MSA will not begin until the 2025 budget is approved.
 - Unless otherwise agreed, all project management and reporting shall be based on the most recent version of Alberta Transportation Consultant Guidelines.
 - Engineering budgets for projects must be agreed upon in writing prior to any work taking place. Hourly rates, unit rates, and disbursements are to remain firm as per the rate sheets that have been agreed to in the Master Services Agreement. Consultant requests for budget hours that deviate significantly from what is shown in the sample budgets in their proposal will constitute reasonable grounds for termination of the MSA.
- All budget extension requests by the Consultant must be supported by a change in project scope. These must be approved by the MD prior to any additional work taking place.
- The MD will have the right to cancel or suspend engineering work on individual projects by notifying the consultant in writing and then compensating the consultant for work done and reasonable costs incurred.
- While the management of bridge related projects is expected to form most of the work under this assignment, other smaller non-bridge related projects may be assigned if the Consultant has the qualifications to provide this service and the rates are consistent with rates established in this agreement. (Traffic, roads, geotechnical, surveying, drafting, drainage, sewer, water, environmental, materials, land agreements, etc.)

4.2 Project Timeline

Description	Dates
RFP for Engineering Services	May 3 - June 4, 2024
Expected Contract Start Date	June 18, 2024
Expected Contract Completion Date	June 18, 2029
Extension of Services to Complete Previously Assigned Work (May overlap with future MSA)	After June 18, 2029 - As required

4.3 Optional Site Visit

Proponents may attend an open house at 1:30 p.m. (Alberta Time) on **May 16, 2024** for a short presentation about the MD of Bonnyville and its bridges, as well as to meet the staff involved with the project. Attendance at this open house is optional and will not be a consideration in the evaluations.

Meeting point – Public Works Office at 61330 Range Road 455, Municipal District of Bonnyville (3km north of the town of Bonnyville)

<https://www.md.bonnyville.ab.ca/344/Webmap>

5.0 PROPOSAL REQUIREMENTS

Proposals shall include the legal name, address and telephone numbers of the Proponent, the principals of partnerships and/or corporations comprising the Proponent, and in the case of partnerships or corporations, the individual who will be the representative of the partnership or corporation.

5.1 Execution of the Proposal

Proposals shall be properly executed in full compliance with the following:

- 5.1.1 Proposals must be signed by the authorized representative for the Proponent;
- 5.1.2 if the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers;
- 5.1.3 if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the

Proposal shall be signed by a partner or partners who have authority to sign for the partnership;

5.1.4 if the Proposal is made by an individual carrying on business under a name other than the individual's own, the individual's business name together with the individual's name shall be printed immediately above its signature; and

5.1.5 if the Proposal is made by a sole proprietor who carries on business in the proprietor's own name, the proprietor shall print the proprietor's name immediately below the proprietor's signature.

5.2 **Proposal Organization**

This section outlines the information the M.D. requests the Proponent to provide in its Proposal. Failure to provide all the information may result in disqualification from the competitive process.

The M.D. requests the Proponent's Proposal to be organized as outlined below. This will facilitate the M.D.'s evaluation. The total length of the technical submission shall not be more than ten (10) pages, excluding Certificate of Insurance, WCB Clearance Letter, COR/SECOR, APEGA Permit to Practice, cover page, table of contents, and sections 3.0 & 4.0.

If the Proponent wishes to include additional information on any point that is voluminous or that is not directly relevant to the specific situation described in this RFP, that information should be placed in the section 4.0 Supplementary Information and referenced in the main body of the Proposal.

The Technical Submission envelope should include the following:

Certificate of Insurance
WCB Clearance Letter
COR/SECOR
APEGA Permit to Practice

Cover Page
Table of Contents
1.0 – Experience

1.1 – Team Member Profiles
1.2 – Similar Work Completed
2.0 – Services
2.1 – Project Understanding
2.2 – Approach and Methodology

3.0 – Proposal Response Forms (i.e. Addenda Received Form & Proposal Consent Form)
4.0 – Supplementary Information

The Pricing Submission envelope should include the following:

1.0 – Pricing Schedule
2.0 – Three Sample Project Budgets for Benchmarking

5.3 Mandatory Documents

The mandatory documents (i.e. Licenses, Certifications etc.) that must be included with the Technical Submission are:

Certificate of Insurance
WCB Clearance Letter
COR/SECOR
APEGA Permit to Practice

5.4 Certificate of Insurance

As a condition of the Contract the Proponent shall provide evidence of insurance coverage as follows:

5.4.1 Standard automobile, bodily injury, and property damage insurance providing coverage of at least five million (\$5,000,000) dollars inclusive and in re-insurance policy providing coverage of at least five million (\$5,000,000) dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:

- 5.4.1.1 non-owned automobiles;
- 5.4.1.2 independent Subcontractors;
- 5.4.1.3 contractual liability, including this Agreement;
- 5.4.1.4 broad form property damage endorsement;
- 5.4.1.5 environmental liability; and
- 5.4.1.6 product and completed operations coverage.

- 5.4.2 Workers' Compensation coverage for all employees, if any, engaged by the Proponent in accordance with the laws of the Province of Alberta;
- 5.4.3 Professional Liability Errors and Omissions: two million (\$2,000,000) dollars;
- 5.4.4 Employer's liability insurance respecting employees, if any, of the Proponent with limits of liability of not less than five million (\$5,000,000) dollars per employee for each accident, accidental injury or death of an employee or any Subcontractor engaged by the Proponent; and
- 5.4.5 Such other insurance as the M.D. may from time to time reasonably require.

The Proponent shall cause all insurance coverage maintained by the Proponent in accordance with this RFP, except for errors and omissions coverage (if required), to name the M.D. and any other party designated by the M.D. as an additional insured and to contain a severability of interests or cross liability clause. The Proponent shall cause all insurance coverage to provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the M.D. The Proponent shall, upon the request of the M.D., furnish written documentation, satisfactory to the M.D., evidencing the required insurance coverage. The cost of all insurance required to be held by the Proponent as set forth herein shall be borne by the Proponent.

5.5 WCB Clearance Letter

A letter from the Worker's Compensation Board of Alberta (WCB) that the Proponent holds an account in good standing with the WCB. If such a letter is unavailable, the Proponent should provide an explanation of how it intends on complying with the WCB's worker's compensation provisions in the event the Proponent becomes the Successful Proponent. Proponents in Industries that are not required to have coverage may submit proof of exemption.

5.6 COR/SECOR

Proponents with 10 or more employees are required to submit a Certificate of Recognition (COR). While Proponents with up to 10 employees are required to submit a Small Employer Certificate of Recognition (SECOR). This includes subcontractor employees.

5.7 APEGA Permit to Practice

A copy of the proponents current Permit to Practice as issued by the Association of Professional Engineers and Geoscientists of Alberta (APEGA). If not holding a current permit from APEGA but holding a current Permit to Practice issued in a jurisdiction that is party to one of the trade agreements shown in section 2.18,

provide a copy of the held permit and include information on how an APEGA permit will be obtained to complete this work.

5.8 Cover Page

The M.D. requests the cover page be completed with:

- The name of this RFP;
- The name of the Proponent;
- The Proponent's address, telephone and fax numbers, name of the Proponent's Primary Contact for this competitive process, and Primary Contact's e-mail address;
- The date of Proposal submission;
- Include the following statement: "It is the intent of [Proponent's legal name] to enter into a formal Agreement with the M.D. based on the requirements of this RFP." **Modifying the above wording may result in disqualification from this competitive process;** and
- The signature of a duly authorized representative of the company (indicate name and title).

5.9 Experience

5.9.1 Provide professional resumes for the project team members who would be filling the following key roles: (multiple roles may be filled by the same person)

- Client Contact
- Bridge Maintenance Engineer
- Bridge Designer(s)
- Bridge Project Manager(s)
- Senior Bridge Inspector / Bridge Inspection Supervisor
- Bridge Construction Inspector
- Environmental Coordinator
- Land Agent

5.9.2 Provide information on up to 5 similar projects that team members who were proposed in 5.9.1 were involved with, including client references.

5.10 Service

5.10.1 Describe the scope of work, as the Proponent understands it.

5.10.2 Describe the capabilities in terms of methods, approach, and tools the Proponent intends to deploy in fulfilling project scope and requirements. Identify any tasks that will be subcontracted and identify the proposed subcontractor involved.

5.11 Proposal Response Forms

Proposal Response Forms will include the following:

- Addenda Received Form
- Proposal Consent Form

Proposal Response Forms can be found in Appendix A of this RFP. Proponents are to attach these forms to this section of their Proposal.

5.11.1 Addenda Received Form

It is the responsibility of the Proponent to acknowledge any addendums that are posted prior to the RFP closing date & time. All Addendums will be posted on Alberta Purchasing Connection (APC) and on the M.D.'s public website.

Addenda, when issued form part of the RFP document. To acknowledge that an addendum has been received, Proponents must acknowledge receipt as per Appendix A.

5.11.2 Proposal Consent Form

It is the responsibility of the Proponent to complete the Proposal Consent Form.

5.12 Supplementary Information

In addition to the categories identified in this section, Proponents are encouraged to identify any additional features or value-added components of its Proposal that could be of benefit to the M.D. Proponents are encouraged to submit the following information as a part of this section:

- **Sustainability & Corporate Social Responsibility**

Proponent's policies, systems, programs and leadership initiatives that support the advancement of environmental, ethical and social responsibility.

- **Equity, Diversity and inclusion**

Proponent's commitment and methodology to support Equity, Diversity & Inclusion (EDI).

5.13 Pricing Submission

5.13.1 Pricing Schedule

The proponent is to submit a consulting services billing rate schedule that will apply to all standard elements of the work. Describe the fees in detail and identify when and how fees will be applied, as well as how disbursements and mobilization costs will be handled. Indicate whether there will be pre-established travel and per diem rates, or whether these will be rechargeable items. The pricing schedule should include the following unit rates as a minimum:

Standard hourly rates for professional services
Standard hourly rates for technical services
Standard hourly rates for clerical services
Standard overtime premium (if applicable)
Unit rate for a L1 BIM inspection on standard MD bridge/culvert
Unit rate for a L1 BIM inspection on a major MD bridge (Beaver River Truss)

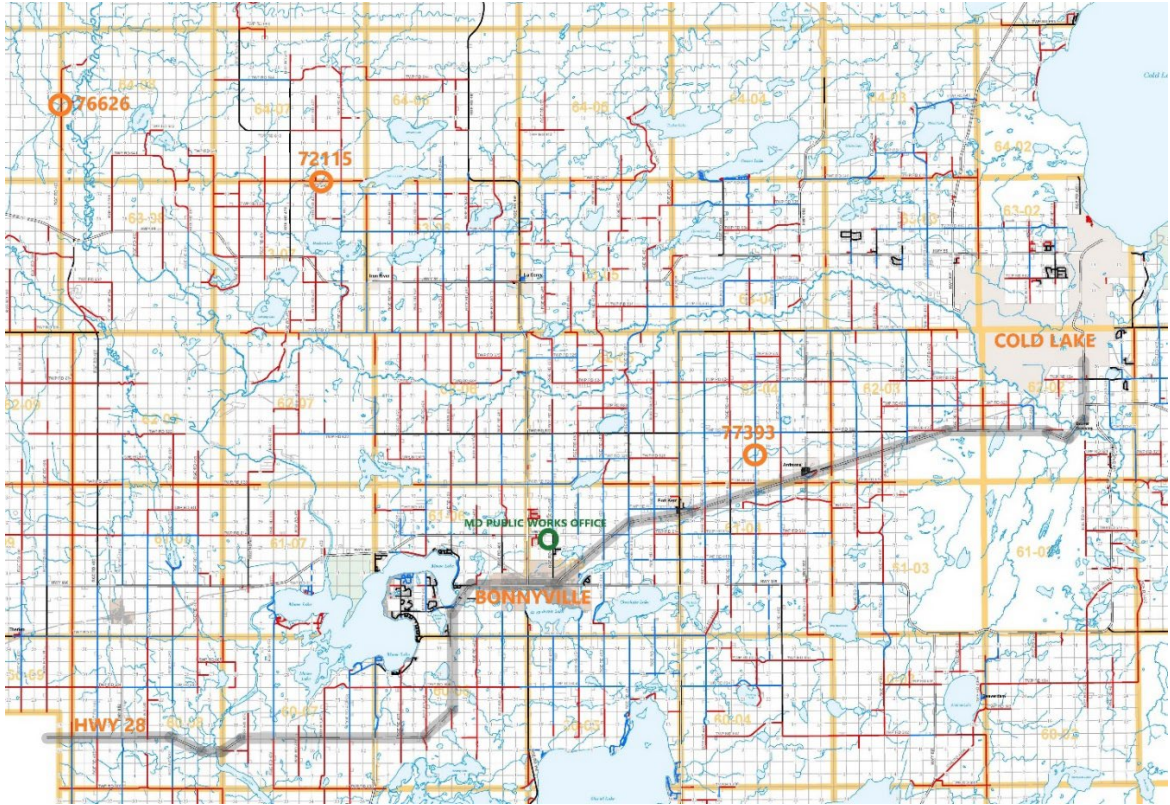
5.13.2 Three Sample Project Budgets for Benchmarking

The proponent is to submit 3 detailed sample budgets for bridge replacement projects in the MD of Bonnyville, including hours and personnel that would typically be expected to be needed for each task required as shown in section 4.1, as well as any expected disbursements and rechargeable expenses. These sample budgets will be used for comparison between consultants, as well as to establish benchmarks for comparison when project budgets are being negotiated. For a fair comparison between proponents, sample budgets may be adjusted by the MD to add missing work or increase unrealistically low estimates for hours required or rechargeable expenses expected. The MD may also adjust estimates to make a fair comparison where uncertainties exist, such as the number of days a contractor spends on site. When there are missing tasks or unrealistic estimates of billable hours, the proponents scoring for understanding of the work may also be adjusted retroactively to reflect this.

When project budgets are being negotiated, unjustified deviations from the sample budgets that were provided in the proponents' proposal may result in work being assigned to another consultant and/or termination of the Master Services Agreement. It is expected that the work contained in the sample budgets will be based on the expected project tasks shown in section 4.1, with a description of whether each task is expected to be required or will be conditional upon circumstances. It should not be assumed that the MD will be performing any of the tasks shown in section 4.1.

Three sample budgets are to be provided in the proposals for the hypothetical replacement of the following 3 bridge structures in the MD of Bonnyville:

- AT Bridge File #72115-1: Standard bridge on Twp 640, W of RR 471
- AT Bridge File #76626-1: 2.5m CSP (pipe) on RR 490, S of Twp 643A
- AT Bridge File #77393-1: 1.8m CSP (pipe arch) on RR 443, N of Twp 620



Map of Sample Bridge Replacement Projects

5.14 Submission of Proposals

5.14.1 Proposal forms must be printed out, completed and submitted in the following two sealed envelopes:

Technical submission should be marked “**Municipal District of Bonnyville No.87 – Request for Proposals for 2024-2029 Engineering Services for Bridge Inspections, Maintenance and Capital Works in the MD of Bonnyville - Technical Submission.**”

Pricing submission should be marked “**Municipal District of Bonnyville No.87 – Request for Proposals for 2024-2029 Engineering Services for Bridge Inspections, Maintenance and Capital Works in the MD of Bonnyville – Pricing Submission.**”

The “Proposals” must be submitted by 2:00:00p.m. (Alberta Time) on **June 4, 2024** (the “RFP Closing Date & Time”) to:

**Municipal District of Bonnyville No. 87
Attention: Todd Honkala – Capital Projects Foreman
61330 Range Road 455, MD of Bonnyville, AB**

For RFP closing purposes, the official time of receipt of Proposals shall be as determined by front reception date and time stamp upon submission to the M.D. Failure to organize the Proposal (as outlined in Section 5.2 – Proposal Organization) may result in delays in date and time stamping of Proposal.

Note: No faxed or electronically submitted Proposals will be accepted by the M.D.

- 5.14.2 Proposals will be opened following the RFP Closing Date & Time. There will be no public opening of the Proposals. Proposal(s) submitted after the RFP Closing Date & Time will not be accepted and will be returned unopened. Delivery service disruptions will not be an acceptable condition for late Proposal submissions.
- 5.14.3 Each Proponent may submit only one Proposal. Collusion between Proponents will be sufficient cause for the affected Proposal(s) to be rejected outright by the M.D. without further consideration.
- 5.14.4 For a Proponent to be considered for possible exemption from the application of any of the terms and conditions or specifications contained in the RFP, the M.D. requests the Proponent's Proposal specifically address the term, condition, or specification in question by referring to the corresponding RFP page number and paragraph containing the term, condition, or specification and, if applicable, providing proposed revised wording. The evaluation team will determine the acceptability of any proposed exemption. The extent of any proposed exemption(s) may be a factor in whether the M.D. will accept or reject a Proponent's Proposal. Proponents are strongly encouraged to use the inquiries process to obtain clarification from the M.D. as to the acceptability of any proposed exception(s).
- 5.14.5 Any inquiries respecting this RFP should be directed, in writing, to:
- Todd Honkala – Capital Projects Foreman**
thonkala@md.bonnyville.ab.ca
780-826-3951, Ext 2125
- When submitting an inquiry, include RFP No. 24-BR-32-GEN in the subject field. A follow up phone call is recommended to confirm the MD received the inquiry.
- 5.14.6 A written response will be prepared and posted to Alberta Purchasing Connection (APC) and on the M.D.'s public website. Such Written response(s) will be issued in the form of an addendum to this RFP and will be deemed to be part of this RFP.
- 5.14.7 No inquiry submitted to the M.D. will be responded to after 12:00 p.m. on **May 28, 2024.**

6.0 PROPOSAL SCORING

Proposals will be scored and ranked based on the following evaluation criteria.

6.1 Evaluation

- 6.1.1 Once the RFP has closed, the M.D. will do an initial screening of all the proposals that were received prior to the RFP closing date and time. Only proposals that have followed the requirements of section 5.0 will be considered during the review/evaluation stage.
- 6.1.2 In evaluating the Proposals received, the M.D. will consider all the criteria listed in the evaluation criteria table below, and the M.D. will have the sole and unfettered discretion to award up to the maximum number of points for the criteria listed below.
- 6.1.3 The MD is intending to interview the highest ranked proponents after its evaluation of the technical submissions is complete. These interviews will take place on MS Teams and invited proponents will be asked to have 3-5 of their key project team members present, with the roles that are described in section 5.9.1 being preferred. The interviews will be in the format of a targeted selection interview, and the 3 main questions that will be asked will be provided in advance so consulting teams can prepare. It will be assumed that releasing the MD's notes from these interviews will be harmful to a proponent's business interests if a freedom of information request is received. See section 2.14 for more information about FOIP legislation and the MD's responsibilities under that legislation.
- 6.1.4 By submitting a Proposal, the Proponent acknowledges and agrees that the M.D. has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.

By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the M.D. to award points in respect of the criteria noted below (the "Evaluation Criteria").

The Evaluation Criteria and weightings are as follows:

Item	Evaluation Criteria	Weighting (%)
A	Mandatory documents • Certificate of Insurance • WCB Clearance Letter • COR/SECOR • APEGA Permit to Practice <i>Proponents who do not submit satisfactory Mandatory documents will not proceed to the next stage of the evaluation.</i>	Pass/Fail
B	Understanding of the work <i>Proponents demonstrating a higher understanding of the work, both as a function of the requirements identified in this RFP as well as industry best practices will be scored higher than proposals containing evidence of a lower understanding of the work, both as a function of the requirements described in this RFP as well as industry best practices.</i>	10
C	Ability to meet the service requirements identified in section 4.1. <i>Proponents who have resources and staff qualifications in alignment with the MD's needs will be scored higher than proponents who have gaps in their resources and staff qualifications to do the work.</i> <i>Proponents who have dedicated staff who can become familiar with the MD and its processes will be scored higher than proponents who will assign available staff from a larger labour pool.</i>	10
D	Concision, quality, and clarity of the information provided. <i>Proposals that are concise, clear, targeted, and organized will be scored higher than proposals that contain superfluous information, repetition, vagueness, and disorganization. It will be assumed that the communication style of the proposal will be reflective of the communication style that will be shown with the MD and contractors.</i>	10

E	Experience/Work History/References <i>Proponents and their project teams with greater experience and more positive feedback from the references will be favored over those with less. Proponents (and their subcontractors) with positive or no records of performance when working on previous M.D. projects will be favored over those who have negative records of performance on previous M.D. projects.</i>	10
F	Organizational Stability <i>Project teams who have a long history of delivering successful and relevant projects together will be favored over those who do not.</i>	10
	Sub-total (Technical) <i>Once the evaluation has reached this stage, proponents will receive a score and ranking based on their technical submissions. Only the 3 highest ranked proponents will advance to the next stages of the evaluation. The MD reserves the right to increase or decrease the number of proponents advancing to the next stages of the evaluation based on the results of the technical evaluation.</i>	50
H	Interview <i>Targeted selection interviews are an attempt to predict future behaviors based on a review of past behaviors. Proponents who display more of the following attributes in their interview will be scored higher than proponents displaying less of these attributes:</i> • Value for clients • Understanding their clients' needs • Cost-effective and pragmatic solutions • Fortright and effective communications • Proactive decisions • Technical understanding • Leadership and teamwork • Efficiency in service delivery • Learning and growth from past experiences	20
I	Pricing Submission – Comparison of Pricing Schedules <i>Proponents with lower unit rates will be favored over proponents with higher unit rates. Proponents with lower disbursement rates will be favored over proponents with higher disbursement rates and/or uncertain disbursement rates. Proponents with clearly defined and</i>	15

	<i>enforceable pricing mechanics will be favored over those with vague and unpredictable pricing mechanics.</i>	
J	Pricing Submission – Comparison of Sample Project Budgets <i>Proponents showing reasonable and comprehensive project budgets for the work involved will be favored over those showing unreasonable project budgets or those showing project budgets that appear to be missing elements of the work or appear to be transferring work and/or risk to the MD and its contractors. After the sample project budgets have been adjusted by the MD to ensure everything is covered and equivalent services are being provided, lower cost budgets will be favored over higher cost budgets.</i>	15
	Total Score	100

6.1.5 The M.D. also reserves the right to accept conditions to be offered by and/or negotiated with the successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.

6.1.6 At all times, the M.D. reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal.

7.0 PERFORMANCE

7.1 Performance Review

7.1.1 The Successful proponent may be evaluated throughout the course of the validity period to gather information for the Owner 's sole purposes.

7.1.2 The review and assessment are to assess performance and capabilities of the Successful proponent. A copy of the completed Vendor's Performance Evaluation form will be provided to the Successful proponent.

7.1.3 If an Evaluation is unsatisfactory, the Owner will schedule a meeting with the Successful proponent to discuss the issues. The Successful proponent may be expected to develop a remedy plan to resolve these issues. Any remedy plan will be required to be reviewed and approved by the Owner before implementation.

- 7.1.4 Results and information contained in the Vendor Performance Evaluation may be used in future evaluations and award recommendations.
- 7.1.5 The Owner reserves the right to terminate the contract without notice if due to non-performance, unsatisfactory service, and unsatisfactory product performance.

8.0 LIST OF APPENDICIES

Appendix A – Proposal Response Forms
Appendix B – BIM Supplemental Inspection Form
Appendix C – Standard Consulting Agreement

APPENDIX A

Proposal Response Forms





Addenda Received Form

(Indicate time and date received)

Addendum:

#1

#2

#3

#4

#5

SIGNED

PROPONENT

DATE

ADDRESS



Proposal Consent Form

Proponents are requested to sign and return this form with their Proposal.

Enclosed is our Proposal submitted in response to **RFP No. 24-BR-32-GEN, 2024-2029**
Engineering Services for Bridge Inspections, Maintenance and Capital Works in the MD of
Bonnyville. The Proponent consents, and has obtained written consent of any individuals identified in the Proposal, to the use of the information in the Proposal by the M.D. or its agents to enable the M.D. to evaluate the Proposal and use this information for other program purposes of the M.D.

Proponent's Name: _____

Proponent's Telephone Number: () _____

Proponent's Billing Address: _____

Proponent's Fax Number: _____

Proponent's Email Address: _____

_____ Primary Contact Name	() _____ Telephone Number	_____ Email Address
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_____ Authorized Signature	_____ (Print Name)	_____ Title
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APPENDIX B

BIM Supplemental Inspection Form





BF: _____

Date: _____

BIM LEVEL 1 INSPECTION

Please provide the following additional information for inspection planning purposes:

	Approximate Percentage (%)
Deck (or girder tops) visible	
Bridge superstructure visible (not including girder tops)	
Bridge superstructure with hands-on access (not including girder tops)	
Bridge substructure visible	
Bridge substructure with hands-on access	
Culvert interior surface visible	
Culvert interior surface with hands-on access	

“Visible” means the inspector can clearly see the element to the point where they are comfortable reporting condition information. (May include binoculars, inspection mirrors, camera zoom or similar).

“Hands-on” access means the element is accessible to be physically touched, measured and/or hammer sounded by an inspector during a routine inspection to confirm visual observations, with the only access equipment required being a short inspection ladder. (discretionary/as needed by the inspector)

As part of the routine level 1 BIM inspection, inspectors may identify opportunities to inspect what are normally hidden elements by adding the bridge to the following MD special inspection lists:

- ☐ Add to Winter Inspection List (supplemental to normally scheduled level 1 inspection)
- ☐ Add to Winter Inspection List (in lieu of normally scheduled level 1 inspection)
- ☐ Add to Underwater Inspection List (FHWA-NHI-10-027, section 1-2.1a – tactile inspection by diver)
- ☐ Add to Aerial Inspection List (level 1.5, hands-on inspection from aerial lift)
- ☐ Add to Rope Access Inspection List (level 1.5, hands-on inspection by rope access team)
- ☐ Add to Drone Inspection List (inspector review of drone video)

APPENDIX C

Standard Consulting Agreement



PROJECT TITLE



MUNICIPAL DISTRICT BONNYVILLE NO. 87

SAMPLE

Prepared By: MD Contact Name

Position, Department: MD Contact Title, Department

Date

REVISION HISTORY

Revision Date	Revised by	Approved by	Description of Change

THIS AGREEMENT made in duplicate this ____ day of July, 2020.

BETWEEN: Municipal District of Bonnyville No. 87 4905 – 50 Ave, Bag 1010 Bonnyville, AB, T9N 2J7 Hereinafter Called the "MD" OF THE FIRST PART	AND: Consultant Name Consultant Address Hereinafter Called the "Consultant" OF THE SECOND PART
--	--

WHEREAS the Consultant is in the business of providing consulting services of the following kind:

Remediation engineering, traffic and road engineering, geotechnical engineering and testing, infrastructure engineering and water resource services including hydrology and hydraulics of watershed, Stormwater Design, Environmental assessments, environmental risk assessment, environmental geology, Environmental Approvals, Project Management and Construction Supervision.

AND WHEREAS the MD wishes to retain the services of the Consultant as more particularly specified in the MD's Request for Proposal **Project Title** including all **Addendums (the "RFP")** to carry out work generally described as: (hereinafter referred to as the "Project");

NOW THEREFORE the MD and the Consultant mutually covenant and agree, each with the other, as follows:

1. **SERVICES**

- 1.1. The Consultant shall provide the services described in the **Consultant's Submitted Proposal** and submitted in reply to the RFP (hereinafter referred to as the "Services"). The Consultant warrants that the Services shall only be performed by the individuals identified by the Consultant in the Proposal, unless prior written consent is provided by the MD. Notwithstanding the foregoing, the MD may in its sole and unfettered discretion require that an individual performing the Services be removed and replaced by a competent professional replacement to the satisfaction of the MD.
- 1.2. The Consultant shall commence the Services no later than **Start Date** and shall complete each phase of the Services in accordance with the time limitations set out in the (the RFP) (the Proposal). **The Consultant acknowledges and accepts that time is of the essence of this Agreement.**

- 1.3. The Consultant shall comply with all reasonable requirements established by the **RFP Title** RFP or his/her designate (hereinafter called "the Project Manager") for the performance of the Services, including but not limited to security, safety, environmental protection, emergency procedures and access.

2. **AGREEMENT DOCUMENTS**

- 2.1. The following documents are incorporated into, and are deemed to be part of, this Agreement:

- a) **RFP Title** (RFP)
- b) **Consultant's Submitted Proposal** (Proposal)

- 2.2. In the event of any inconsistency or conflict between the provisions of any of these documents priority and precedence will be given by the following order or means:

- a) Order of precedence as follows:
 - i. The body of this Agreement
 - ii. Any letters of clarification agreed to in chronological order
 - iii. RFP

Or if the above order is not sufficient to resolve the inconsistency or conflict, then the following means may be used in the order listed:

- b) The most recent provision; or
- c) The most specific provision.

In addition and in any event the parties will endeavour to interpret the above documents, both individually and collectively, so as to give effect to the intentions of the parties and carrying out the Services in a timely, effective, and cost-effective manner.

3. **PAYMENT**

- 3.1. The MD will pay the Consultant *the* rates provided for in the Proposal upon the prompt and faithful performance of the Services to the satisfaction of the MD. Payment shall be subject to all applicable legislation, including without limitation the holdback requirements of the Alberta *Builder's Lien Act*.

- 3.2. The MD shall not under any circumstances be obligated to pay to the Consultant any amount exceeding the sum set out in Clause 3.1 unless prior written authorization has been obtained by the Consultant from the MD. Deletable items proposed in the fee estimate are not approved for this project. The MD is not liable for payment for additional services without a written amendment to the agreement. Without limiting the generality of the foregoing, the MD shall not be required to make payment for any cost or disbursement incurred by or on behalf of the Consultant for the purpose of rectifying errors or omissions for which, in the reasonable opinion of the MD, the Consultant is responsible. These remedial services are not additional services.

- 3.3. Where changes have been made to the scope of the Services, the MD and the Consultant may adjust the Consultant's fee accordingly. If the MD and the Consultant cannot agree to the terms of the adjustment, then the dispute may be submitted to arbitration as set out in this Agreement. The

Consultant shall have no other claim against the MD for any adjustment to the Consultant's fee as a result of any change to the Services, except as set out within this Clause 3.3.

4. **REPORTING**

- 4.1. The Consultant shall submit to the Project Manager regular progress reports with respect to the Services. If the Project Manager, acting reasonably, deems additional progress reports necessary the Consultant shall submit all additional progress reports requested by the Project Manager.
- 4.2. The Consultant shall meet with the Project Manager from time to time as requested by the Project Manager to review the progress of the Project and the performance of the Services. The designated representatives of the Consultant for the purpose of such meetings are the following persons:

For the MD:	For the Consultant:
Project Designate Name	Consultant Designate Name
Project Designate Title	Consultant Designate Title
Project Designate Phone	Consultant Designate Phone
Project Designate Email	Consultant Designate Email

- 4.3. The Consultant shall maintain records related to hours spent and costs incurred in performing the Services, for at least three years following the completion or termination of the Agreement. The MD reserves the right to audit or cause to be audited the Consultant's financial statements and accounts regarding the MD's account at any time during the term of this Agreement and for seven (7) years thereafter.

5. **NOTICES**

- 5.1. Any notices or other correspondence required to be given to an opposite party except for notice of termination shall be deemed to be adequately given if sent by prepaid registered mail addressed as follows:
- a) To the Consultant at:
Consultant Name
Consultant Address
Attention: Consultant Designate
- b) To the M.D. at:
Municipal District of Bonnyville No. 87
4905 – 50 Ave, Bag 1010
Bonnyville, AB, T9N2J7
Attention: Project Sponsor
- 5.2. Notice given as aforesaid, if posted in Alberta, shall conclusively be deemed to have been given on the fifth (5th) business day following the date on which such notice is mailed.

- 5.3. Either party may, at any time, give notice in writing to the other of any change of address of the party giving such notice and after the giving of such notice, the address therein specified shall be deemed to be the address of the said party for the giving of notice there under.
- 5.4. The word "notice" in this section shall be deemed to include any requests, statements or other writing in this Agreement provided or permitted to be given by the M.D to the Consultant or by the Consultant to the M.D.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals by the hands of their proper signing officers in that behalf, effective the day and year first above written.

Municipal District of Bonnyville No. 87

Consultant Name

MUNICIPAL DISTRICT OF BONNYVILLE No. 87:

CONSULTANT:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

MUNICIPAL DISTRICT OF BONNYVILLE No. 87 WITNESS:

CONSULTANT WITNESS:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

GENERAL TERMS AND CONDITIONS

5.5. The Consultant shall exercise the degree of care, skill, diligence, safety and efficiency normally provided by a qualified professional consultant in accordance with all applicable law in the performance of services of a similar nature to the Services required under this Agreement.

5.6. The MD and the Consultant, by agreement in writing, may from time to time alter, add to or deduct from the scope of the Services, and in such case the time for completion shall be adjusted accordingly.

5.7. No payment shall be made to the Consultant as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Project, unless due to the MD's wilful act or negligence.

5.8. The Consultant and the Consultant's employees:

- a) Shall conduct their duties related to the Agreement with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing within anyone with whom a relationship between them could bring their impartiality into question;
- b) Shall not influence, seek to influence, or otherwise take part in a decision of the MD, knowing that the decision might further their private interests;
- c) Shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to the Agreement, that causes, or would appear to cause, a conflict of interest; and
- d) Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to the Agreement, and if such financial interest is acquired during the term of the Agreement, the Consultant shall promptly declare it to the MD.

6. SUSPENSION OF AGREEMENT

6.1. The MD may, at any time by notice in writing, at its sole and unfettered discretion suspend the performance of the Services.

6.2. The MD shall pay all fees accrued due to the Consultant to the time of suspension, but payment of all other fees may be suspended by the MD.

6.3. The MD shall not be responsible for any fees incurred by the Consultant during the period of any suspension unless the Consultant satisfies the Project Manager, before incurring any such fees, of the necessity for the same and provides the Project Manager with such documentation as may be required by the Project Manager in support of the claim for fees.

6.4. The Consultant shall resume and complete the Services in accordance with the terms of this Agreement upon written notice from the MD. The MD shall make an equitable adjustment for terms of this Agreement which are affected by the suspension including time requirements and payment. Any dispute as to what constitutes an equitable adjustment may be decided by arbitration in the manner herein provided.

6.5. If the MD suspends the Services, and does not authorize resumption of the Services within 90 days after the effective date of the suspension, and

the parties have not agreed to extend the suspension period on agreed terms, the Agreement is considered terminated on the 91st day after the effective date of the suspension.

6.6. When the suspension period expires, the Consultant may submit an invoice for any costs or expenses directly attributable to the suspension, and unavoidably incurred during the suspension period, regardless of whether the Services are resumed or the Agreement is considered terminated.

7. TERMINATION OF AGREEMENT

7.1. The MD may terminate this Agreement by giving notice in writing which is hand delivered (not by normal mail service) to the address in Clause 13.1 (or as changed pursuant to Clause 13.3) for the Consultant, if the Consultant:

- a) the Consultant has breached any of its obligations contained herein, fails to complete the Services or any portion thereof within the time limited by the Agreement for such completion and has failed to remedy such breach within ten (10) days of written notice thereof, or where the breach is incapable of being remedied within ten (10) days, has failed to commence to rectify such breach within the said ten (10) days and to diligently pursue such rectification until complete; or
- b) there is a material error, incorrectness or breach of any representation or warranty of the Consultant contained herein; or
- c) the Consultant becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with any of its creditors; or
- d) a trustee, receiver, receiver-manager or like person is appointed with respect to the business or assets of the Consultant.
- e) has any conflict of interest which may, in the opinion of the MD, have an adverse effect on the Project.

7.2. Notwithstanding the foregoing, the MD may terminate this Agreement at its sole and unfettered discretion for its convenience upon seven (7) days written notice, hand delivered (not by normal mail services) to the address given in Clause 13.1 (or as changed pursuant to Clause 13.3).

7.3. The Consultant, upon termination of this Agreement for any of the reasons set out in Clause 7.1, shall be liable for, and upon demand shall pay to the MD an amount equal to, all loss or damage suffered, both directly and indirectly by the MD as a result of the non-completion of the Services. If the Consultant fails to pay the MD for any such loss or damage on demand, the MD shall be entitled to deduct the same from any payments due and payable to the Consultant, without prejudice to the MD's right to exercise any other remedies available to the MD at common law or at equity or under any statute.

7.4. The Consultant agrees that termination or suspension of this Agreement or a change to the Services in accordance with Clause 1.5 does not operate so as to relieve or discharge the Consultant from any obligation under the Agreement or imposed upon him by law in respect to the Services or any portion of the Services.

GENERAL TERMS AND CONDITIONS

7.5. Subject to Clause 7.3 the MD shall, in the event of any termination of this Agreement, pay to the Consultant all amounts for completed work due to the Consultant in accordance with this Agreement as well as all reasonable fees incurred up to the date of termination. The MD shall have no further liability of any nature whatsoever to the Consultant for any loss of profit or for loss of business opportunity or for any other losses suffered whatsoever, either directly or indirectly, by the Consultant as a result of the termination of this Agreement.

7.6. The Consultant shall, upon termination, forthwith deliver to the MD a reproducible copy of all materials used by the Consultant or prepared by the Consultant in relation to this Project.

8. INDEMNITY AND INSURANCE

8.1. The Consultant shall indemnify and save harmless the MD, its servants, agents, employees and elected officials, from and against any and all losses, claims, demands, payments, suits, judgments, charges, expenses, actions, causes of actions and costs (including costs on a solicitor and its own client basis) suffered by any or all of them in respect to any and all claims, demands, suits, judgments, charges, actions or causes of action lawfully brought or made by any person against the MD, its servants, agents, employees and elected officials where such losses, claims, demands, payments, suits, judgments, expenses, charges, actions, causes of action or costs result from or occur by reason of any error, omission or wilful or negligent act or breach of this Agreement arising out of the performance of the Services by the Consultant or its servants, agents, employees or subconsultants.

8.2. The Consultant shall maintain, in full force and effect with insurers licensed in the Province of Alberta, the following insurance:

- a) Comprehensive General Liability Insurance in respect to the Services and operations of the Consultant for bodily injury and/or property damage with policy limits of not less than [Five Million Dollars (\$5,000,000.00)] per occurrence. Such insurance shall include the MD as an additional insured, contain a cross liability clause and protect the MD from any claims by or through the Consultant.
- b) Professional Liability Insurance in respect to the Services with policy limits of not less than [two Million Dollars (\$2,000,000.00)] per claim and with a deductible of not more than \$25,000 and with an aggregate limit of not less than \$5,000,000.
- c) Comprehensive Automobile liability insurance on all vehicles owned, operated or licensed in the Consultant's name, with limits of not less than \$2,000,000 per occurrence. The policy shall cover the Consultant for all sums which the Consultant shall become legally obligated to pay as damages because of bodily injury including passenger hazard and property damage caused by an occurrence.

8.3. The aforementioned insurance shall be in a form and with insurers acceptable to the MD's Insurance Broker. Any insurance called for under this Agreement shall be endorsed to provide the MD third (30) days advance written notice of cancellation or material change (material identified as any change restricting or reducing required coverage). Certified copies of the

policies shall be provided to the MD by the Consultant or the Consultant's broker upon request by the MD, and evidence of renewal shall be provided to the MD not less than thirty (30) days prior to the expiry dates of the policies.

8.4. The Consultant shall be responsible for the payment of all premium and deductible amounts relating to the said insurance policies and the Consultant shall maintain the aforementioned insurance from the date of this Agreement until the Services are fully completed.

9. ARBITRATION

9.1. In the event of a dispute arising between the parties hereto as to the interpretation, application, operation or alleged violation of this Agreement or any of the provisions hereof (but not with respect to termination) such dispute may be determined by arbitration in accordance with the following terms and conditions:

- a) The party desiring to refer a dispute for arbitration shall notify the other party in writing of the details of the nature and extent of the dispute and the desire of the notifying party to refer the matter to arbitration. Thereafter the following steps shall apply.
- b) Within seven (7) days of receipt of such notice, the receiving party shall, by written notice, advise the party requesting the arbitration of its position with respect to all matters set forth in the initial notice. The receiving party's notice may admit responsibility and propose remedial action, for some or all of the matters raised in the initial notice, and the receiving party shall then forthwith undertake such remedial action.
- c) The terms of reference for arbitration shall be those areas of dispute referred to in the initial notice in respect of which the receiving party has not admitted responsibility or taken remedial action.
- d) The MD and the Consultant shall, within seven (7) days of the establishment of the terms of reference, each appoint an arbitrator and the two arbitrators shall, within seven (7) days of their appointment, appoint a third member to the Arbitration Committee to be known as the Chairman.
- e) If the two arbitrators fail to appoint a Chairman within the time period hereinbefore limited for that purpose, then either parties or either of them may apply to a Justice of the Court of Queen's Bench of Alberta to have the Chairman appointed.
- f) If either party fails to appoint an arbitrator within the seven (7) day period as outlined herein, then the arbitrator appointed by the one party shall be deemed to be the Arbitration Committee and the decision of that Arbitrator shall be final and binding upon the parties hereto.
- g) Within thirty (30) days of the establishment of the Arbitration Committee, or such further period as may be agreed upon by the parties, the Arbitration Committee shall resolve all matters in dispute in accordance with the terms of reference.

GENERAL TERMS AND CONDITIONS

- h) The decision of the majority of the Arbitration Committee shall be the decision of the Committee. If no majority decision is reached, the decision of the Chairman shall be the decision of the Committee.
- i) The decision of the majority of the Arbitration Committee shall be final and binding upon the parties.
- j) The costs of the Arbitration Committee shall be borne by each party as specified by the Arbitration Committee.
- k) Except as hereby modified, the provisions of the *Arbitration Act* R.S.A. 2000, Chapter A-43, as amended (or any successor legislation thereto) shall apply to the arbitration procedure.
- l) Unless the parties agree otherwise, any arbitration proceeding shall take place in the City of Edmonton in the Province of Alberta.

9.2. Unless instructed otherwise in writing by the MD, the Consultant shall continue to carry out the Services during any arbitration proceedings.

10. SUBCONSULTANTS

10.1. The Consultant may, upon first obtaining the written approval of the MD, retain the services of one or more subconsultants as may be required to perform the Services. The Consultant shall obtain the approval of the MD before changing any Subconsultant.

10.2. The Consultant shall remain fully responsible for the performance of the Services even if the Subconsultants retained are approved pursuant to Clause 10.1 by the MD.

10.3. The Consultant shall take all necessary measures to bind all Subconsultants to the terms of this Agreement.

11. ORGANIZATION – EMPLOYMENT DISCLAIMER

11.1. The Agreement is for the services of the Consultant, as a separate business unit and neither the Consultant nor its employees, directors, officers and agents shall be entitled to any benefits of any nature whatsoever available to employees of the MD other than to payments which are expressly provided for herein and those prescribed by law.

11.2. The Consultant, in providing the Services under the Agreement, does so under a contract for services and not of service, and is acting as a separate business unit and no agency, partnership, employer-employee or master-servant relationship is intended to be created between the Consultant and the MD.

12. FORCE MAJEURE

12.1. Neither the MD nor the Consultant shall be held responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, riots or acts of civil disobedience, embargo, government action, Act of Public Authority, Act of God, or any other causes beyond their control, except labor disruption. Should the Force Majeure last longer than thirty (30) calendar days, the MD may terminate the Agreement.

13. LEGAL REQUIREMENTS

13.1. The Consultant shall ensure that the Services comply with all relevant legislation including codes, bylaws and regulations as well as MD policies and procedures. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Services, the more restrictive shall apply.

13.2. The Consultant shall apply and pay for all necessary permits or licences required for the performance of the Services.

13.3. The Consultant shall at all times observe all the provisions of the *Labour Relations Code*, *Workers' Compensation Act*, *Environmental Protection and Enhancement Act* and the *Occupational Health and Safety Act* as well as rules and regulations pursuant thereto. In the event the Consultant fails to comply with any legislation or any regulations there under and the MD is required to do any act or thing or take any steps or pay any sums to rectify such non-compliance, the MD may subtract the cost of any such rectifications from any monies owed to the Consultant. Such action shall not be deemed a waiver of any action that the MD may pursue to collect any monies paid herewith that exceed the monies owed to the Consultant.

13.4. Without limiting the foregoing, the Consultant represents and warrants that it holds Workers Compensation Board (WCB) Clearance Status, and shall continue to hold such status at all times throughout the performance of the Services. If at any time the Consultant's WCB Clearance Status is revoked or suspended, the MD may, without limitation to any other rights or remedies hereunder, immediately suspend the Services at the Consultant's cost until the WCB Clearance Status has been restored, or may terminate this Agreement in accordance with Clause 7.1.

13.5. The Consultant shall be responsible for the safety of workers and equipment on the Project, and for the protection of the environment in relation to the Project. The Consultant shall bring to the attention of all Subconsultants all pertinent provisions of the *Occupational Health and Safety Act* and the *Environmental Protection and Enhancement Act* and regulations thereunder.

13.6. Engineering, Geological and Geophysicist Consultants and Sub Consultants. The Consultant shall follow the requirements of the *Alberta Engineering and Geoscience Professions Act*, as amended from time to time, including all applicable regulations, for work within this agreement that falls under the jurisdiction of this Act. This includes, without limitation, authenticating all professional documents, as applicable, and accepting professional responsibility for work performed by the Consultant in accordance with the Act and regulations. The Consultant shall provide the MD with a copy of the Consultant's Professional Practice Management Plan (PPMP) upon demand by the MD. A professional document prepared by the Consultant cannot include a disclaimer statement that limits the Consultant's responsibility under this clause unless the MD specifically authorizes a specific disclaimer or limitation in writing.

GENERAL TERMS AND CONDITIONS

14. ASSIGNMENT AND AMENDMENT

14.1. The Consultant shall not, without the prior written consent of the MD, assign or in any way transfer its interest in or obligations under this Agreement to any other party. The Consultant acknowledges and accepts that the MD has chosen the Consultant to perform the Services because of the reputation of the Consultant and the qualifications of the persons identified in the Proposal, and the Consultant therefore agrees that the MD may in its absolute discretion refuse to accept any assignment or transfer of the Consultant's interest in or obligations hereunder, even if such refusal may be construed to be arbitrary or unreasonable.

14.2. This Agreement shall constitute the entire agreement between the parties related to the subject matter hereof, and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto.

14.3. All additions, amendments or modifications of this Agreement shall be binding only if the same is in writing and duly executed. If any terms of the documents incorporated herein, conflict with the terms of this Agreement, the terms and conditions of this Agreement shall prevail.

14.4. The MD is not liable for payment for additional services without a written amendment to the Agreement.

15. INFORMATION AND PROPERTY RIGHTS

15.1. The Consultant agrees that all data, information and material provided to the Consultant by the MD are and shall be confidential in accordance with the requirements set out in Schedule "A", which shall be a fundamental term of this Agreement.

15.2. The MD agrees to provide the Consultant with such information as may be reasonably required by the Consultant in the performance of the Services.

15.3. The Consultant agrees that all base materials, research results, computer programs, drawings, documents and notes or materials of any type whatsoever developed or prepared by the Consultant (hereinafter called the "Documents") in performance of the Services shall vest and become the absolute property of the MD, including copyright of such and upon completion of the Services or termination of this Agreement, all copies of the Documents shall be delivered by the Consultant to the MD upon demand by the MD. Once the MD has possession of the Documents, the MD is solely responsible for the use the MD makes of them.

16. SINGULAR AND MASCULINE

16.1. Words importing the singular or masculine also include the plural or feminine or body corporate where the context requires.

17. LAWS OF ALBERTA

17.1. This Agreement shall be construed in accordance with the laws of the Province of Alberta, and for the purposes of all legal proceedings this Agreement shall be deemed to have been performed in the said Province. If

any provision herein contained shall in any way contravene the laws of the Province of Alberta, such provision shall be severed from the Agreement and the remaining provisions shall continue in force and effect. Nothing herein shall restrict the right of the MD to bring action against the Consultant in any Court of competent jurisdiction. The parties hereby irrevocably submit and attorn to the sole and exclusive jurisdiction of the Judicial District of Edmonton in the Province of Alberta for any legal proceeding arising under this Agreement.

18. INTERPRETATION

18.1. The headings in this Agreement are for ease of reference only and shall not be taken into consideration in construing or interpreting this Agreement.

18.2. If any provision of this Agreement is for any reason, found to be invalid or unenforceable by a body of competent jurisdiction, that provision shall be deemed severed from this Agreement and such invalidity, illegality or unenforceability shall not affect the validity of any other of its provision.

19. SUCCESSORS

19.1. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and, except as hereinbefore provided, the successors and assigns thereof.

Schedule "A"

Information Sharing

- 1 **AGREEMENT:** The covenants set out in this Schedule operate in addition to, and do not replace or limit, the covenants set out in the Agreement.
- 2 **DEFINITIONS:** In this Schedule, the following words are defined as follows:
"Agreement" means the agreement to which this Schedule is appended.
"FOIPPA" means the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended or replaced from time to time.
"Information" means information in any format, including without limitation electronic data, paper records, or verbal information, and includes Personal Information.
"Personal Information" means recorded information about an identifiable individual.
"Services" means the services to be performed by the Consultant for the MD pursuant to the Agreement.
- 3 **INFORMATION SHARING**
- 3.1 The MD may provide Information to the Consultant for the purposes of permitting the Consultant to perform the Services, subject to the provisions of this Schedule. Nothing in this Schedule shall operate to transfer to the Consultant any right or title to or in the Information.
- 3.2 The Consultant agrees that all Information received from the MD shall be received, held, used and disclosed pursuant to this Schedule.
- 3.3 The Consultant agrees that Information provided by the MD may be subject to FOIPPA, and the Consultant agrees to comply with the MD's requests to the Consultant arising as a result of a duty or obligation placed on the MD under FOIPPA forthwith.
- 3.4 Information provided to the Consultant shall not be stored in an electronic format outside of Canada unless specifically agreed to by the MD in writing in advance.
- 3.5 The terms of this Schedule shall apply for the term of the Agreement and indefinitely thereafter.
- 3.6 A breach by the Consultant of the terms of this Schedule shall be considered a material breach of the Agreement giving rise to the MD's ability to terminate the Agreement for cause.
- 4 **ACCESS:** The MD may provide a designated representative of the Consultant with access to its information technology systems for the purpose of the Consultant providing the Services. The Consultant shall ensure that its representative who is granted access to the MD's information systems abides by the terms of this Schedule and the MD's policies regarding information technology, as amended from time to time.
- 5 **CONSULTANT COVENANTS:** The Consultant shall:
- (a) Ensure that Information provided to it pursuant to the Agreement or this Schedule is not used or disclosed for a purpose which is inconsistent with the purpose for which the MD provided it;
- (b) Ensure that Information provided to it pursuant to the Agreement or this Schedule is stored in a secure manner, with industry standard safeguards in place to ensure that only authorized individuals are provided access to the Information, and in any event shall ensure that the Information is safeguarded in accordance with the minimum standards set out in any then-current MD Policy on information security;
- (c) Immediately report any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of the Information to the FOIPPA Head at the MD;
- (d) Return to the MD all information, regardless of form, provided to it pursuant to the Agreement or this Schedule forthwith upon having used such Information for the purpose for which it was provided;
- (e) Cooperate with investigations undertaken by the MD, by a third party instructed by the MD, or by a person or body with statutory authority to conduct an investigation, regarding the collection, use or disclosure of the Information
- (f) Upon notification by the MD, implement any additional security or information protection measures required by the MD, acting reasonably;
- (g) Cooperate with the MD in mitigating any loss or damage resulting from an unauthorized use or disclosure of Information;
- (h) Provide the MD forthwith with notice of any request received by an individual in relation to Personal Information held by the Consultant as a result of the Agreement or this Schedule, including without limitation any request pursuant to sections 35 or 36 of FOIPPA; and
- (i) Not copy, distribute, transfer (electronically or otherwise), sublicense, create derivative works from or modify, rent or resell the Information without the consent of the MD.
- 6 **LIMITATION:** Information provided by the MD to the Consultant may not be used for any purpose other than the purpose for which it was provided, and may not be disclosed to any other party.
- 7 **AUDIT:** The MD shall have the right to audit the Consultant's compliance with the terms of this Schedule by providing not less than 3 days' notice of an intention to conduct such an audit. The MD may appoint an internal auditor, or retain an external auditor, to conduct such investigation at its expense. The Consultant agrees to provide such auditor with access to its records as reasonably required by the auditor.
- 8 **CONFIDENTIALITY AGREEMENTS:** The Consultant shall ensure that any of its employees who receive, use or disclose Information execute a confidentiality agreement which includes provisions requiring such employee to comply with the minimum standards set out in this Schedule, prior to the receipt, use or disclosure of Information by such employee. The Consultant shall maintain all executed confidentiality agreements executed by its employees for a period of not less than five years following the termination of the employment relationship. Upon request by the MD, the Consultant shall provide to the MD an original or a certified copy of an original confidentiality agreement executed by its employee.
- 9 **RETURN OF INFORMATION:** The Consultant shall, upon written demand from the MD, forthwith return to the MD or destroy (pursuant to the MD's election) all Information provided pursuant to this Schedule or the Agreement, and shall confirm to the MD in writing that all Information has been returned, and that no copies of any Information have been retained by it, its agents or employees.
- 10 **INDEMNITY:** Each party agrees to indemnify and save harmless the other party from any action, suit, demand or claim made arising from the indemnifying party's breach of this Schedule, or the breach by the indemnifying parties' employees, agents or contractors, including any penalty, fine or damage award made and all legal costs on a solicitor-client basis arising therefrom.
- 11 **NO WARRANTY:** While the MD will take reasonable efforts to ensure that all Information provided pursuant to the Agreement or this Schedule is accurate, it offers no guarantee or warranty with respect to such Information, and the Consultant agrees that the Information shall be used at its own risk.
- 12 **INSURANCE:** At all times while this Schedule is in effect, the Consultant will have and maintain, at its own sole expense, comprehensive general liability insurance which covers the Services and which includes coverage for breaches of information or data security standards, with a limit of not less than two million (\$2,000,000) dollars per occurrence.
- 13 **GENERAL:** Where the terms of this Schedule create a duty, impose a liability or a prohibition on one of the parties, such party shall be responsible to the

Schedule "A"
Information Sharing

other party for any loss or damage which results from the failure of the first party (or its employees, agents, volunteers or contractors) to comply with such terms.

14 REMOVAL: Where an employee, agent or contractor of the Consultant has found to have breached a provision of this Schedule or any of the standards set out herein, the MD may, in its sole discretion, require that such individual or corporation be forbidden from accessing, using or disclosing the Information or information systems, and the Consultant shall forthwith take all necessary steps to discontinue such access, use or disclosure.