

REQUEST FOR PROPOSAL - CONSULTING SERVICES

PROJECT – COBHAM AVENUE RECONSTRUCTION

1. INVITATION

This document constitutes an invitation to suitably experienced and qualified consultants to submit a proposal to the City of Cranbrook for provision of professional services necessary to the tasks described herein.

This Request for Proposals is made up of 3 Parts:

Part 1 – Conceptual Design

Part 2 – Detailed Design

Part 3 – Contract Administration & Field Inspection

The City of Cranbrook intends to award Part 1 to the successful proponent of this RFP.

The City will retain the option of extending and amending the agreement to include Parts 2 and 3 under the terms of this RFP, upon satisfactory performance of the previous Parts and approval of Scope and Budget by the City. The City of Cranbrook also reserves the right to complete Parts 2 and 3 through a separate future procurement of Consulting Services.

Proposals Marked:

REQUEST FOR PROPOSAL – CONSULTING SERVICES
COBHAM AVENUE RECONSTRUCTION

Must be submitted to:

1212 – 2nd STREET NORTH
CRANBROOK, BC
V1C 4T6

By the following Closing Time:

AUGUST 30TH, 2017
2:00PM MDT

Proposals shall be enclosed in a sealed envelope.

Request for Proposal documents are available on-line at the City of Cranbrook website at www.cranbrook.ca, BC Bid at www.bcbid.gov.bc.ca, and at the above address during regular office hours. Appendix documents will not be available on the City website.

2. PROPOSALS

- 2.1 The City of Cranbrook reserves the rights to accept or reject any or all Proposals and to waive any informality in the Proposals received, in each case without giving any notice. The City of Cranbrook reserves the right to accept the Proposal which it deems most advantageous.
- 2.2 Proposals received after the Proposal Closing Time will not be accepted, and will be returned unopened.
- 2.3 Proposals must be irrevocable and open for acceptance by the City for a period of 30 days after the Proposal Closing Time even if another Proposal is accepted by the City.
- 2.4 Proposals must also include a digital version on a USB flash drive. Emailed submissions will only be accepted if a hard copy, including USB, arrives within 5 days of closing.

3. CERTIFICATION DOCUMENT

A completed Certification Document must be included with the Proposal. (See SCHEDULE A). The Certification Document must be signed by the person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in the RFP.

4. ENQUIRIES OR OMISSIONS

If the Proponent finds any discrepancies in or omissions from the Proposal Specifications or has any doubt as to the meaning or intent of any part thereof, the Proponent shall inform the City in writing.

All enquiries during the Proposal Period regarding this project should be directed to the Infrastructure Planning & Delivery Department via email to mike.matejka@cranbrook.ca

Information obtained from any other source is not official and should not be relied upon.

Only items deemed critical to the overall nature and understanding of this RFP will be clarified by the City by issuing an addendum.

5. PROPONENT SELECTION

Proposals will be evaluated using the Score Card attached to this document (See SCHEDULE B).

In addition to the requirements indicated in this Request for Proposals, the proponent may include additional information that will express its ability to undertake the specific Scope of Work for this specific Project.

6. AGREEMENT AND CONTRACT

This RFP is not an agreement to purchase goods or services. The City is not bound to enter into a Contract with any Proponent. Notice in writing to a Proponent that it has been identified as a successful Proponent will not constitute a Contract. Only if a Proponent and the City enter into a subsequent full written Contract will a Proponent acquire any legal or equitable rights or privileges relative to the goods or services.

Any Contract with the selected Proponent will be in accordance to the Terms and Conditions of the City of Cranbrook Agreement for Professional Consulting Services (See SCHEDULE C).

7. PROJECT DESCRIPTION

Cobham Avenue is one of Cranbrook's primary Industrial roadways that also services a significant residential population within Cranbrook and in RDEK lands beyond.

The primary purpose of this project is to provide a new paved road surface as well as address routine storm water and drainage issues that affect the road and the adjacent properties.

A wide variety of industrial, commercial and residential vehicles use the road on a routine basis, with the following sites being among the stakeholders:

- Cranbrook Cemetery
- Moir Gravel Pit
- CP Rail Operations
- Automotive Repair and Service Industry
- City Public Works Yard
- Manufacturing and Production

The broad variety of land use and associated traffic must be accommodated into any design. Service related impacts for any future project implementation are also of utmost priority to ensure minimal impact to residents and businesses.

The project itself will primarily be focused on road reconstruction, but will also include the following considerations

- Geotechnical investigation to confirm soil suitability, road structure design and groundwater influence
- Storm water management including ditching, curbs, regrading and pipe infrastructure
- Potential storm water treatment and creek outfall options to Jim Smith Creek
- Upgrades or extensions to water and sewer infrastructure for future development and servicing needs
- Assessment of existing servicing for suitability, condition and capacity (it shall be assumed that most underground services, such as water and sanitary sewer, are in adequate condition and will not be replaced as a part of this project)

Proponents are asked to include in their Proposal several options for multiple levels of service or phased construction to suit budgetary and access considerations. These will be preliminary at this time, but are critical in nature to the understanding of how a project of this nature will be delivered.

8. INFORMATION PROVIDED BY CITY (SEE APPENDIX DOCUMENTS FOR REFERENCE)

The Following is a list of deliverables that will be provided to proponents by the City for the purposes of the RFP

Should additional information, clarification or confirmation of provided information be necessary to complete the work the Consultant shall notify the City in writing immediately.

8.1 Site Map with Project Extents.

8.2 Available record drawings for the proposed project limits, intersections, adjacent streets and additional relevant infrastructure.

8.3 Available service cards for each lot that will be within the proposed project limits. City does not have service cards for every property some addresses will need service locates completed.

If consultant is missing any information or requires additional records contact the City immediately for assistance. The consultant is responsible for identifying any missing information that would be necessary for the completion of the work.

All information will be provided on an as-is basis, and although the City of Cranbrook has compiled and reviewed the information for general accuracy and correctness, the City of Cranbrook offers no guarantees that the information or any portion thereof is correct and will not retain any liability as a result of its use. Any design assumptions using this information must be checked against all other available data. Assumptions for critical infrastructure elements where failure or reduced infrastructure capacity would put the City at risk must be clearly communicated to the City of Cranbrook in each instance to determine where additional investigation may be required.

9. DESIGN SERVICES GENERAL REQUIREMENTS

This Section will define general requirements for delivery of Design Services for both Part 1 Conceptual and Part 2 Detailed Design.

- 9.1 The City of Cranbrook requires Design Services that are both effective and efficient in their delivery. Where possible, design scopes will be provided by the City, along with all other available information (see item 8 above), in order for the consultant to immediately undertake high level detailed design work. Where design scopes are not defined by the City, the Design Consultant shall submit a proposed design scope for review by the City prior to proceeding with the work. The design scope shall include any investigation or information gathering work that may be required.
- 9.2 The Design Services consultant will be responsible for reviewing, understanding and incorporating all information provided by the City of Cranbrook or made readily available by visiting and investigating the project site and adjacent areas.
- 9.3 The Design Services Consultant will not be compensated for any extra or additional work undertaken as a consequence of errors or omissions due to failure to incorporate any information provided by the City of Cranbrook or made readily available by visiting and investigating the project site and adjacent areas.
- 9.4 The Design Services consultant may not incorporate, add, affix or include any disclaimers or qualifying statements to any drawings or submissions to the City of Cranbrook that would remove themselves from being professionally responsible for the work that they will undertake.
- 9.5 The City of Cranbrook is the rightful owner of all designs, drawings, surveys, studies, models, documents and data created for the City or the City's benefit as a result of any work undertaken by the proponent for the City.

PART 1 – CONCEPTUAL DESIGN

10. SCOPE OF WORK

This Section will define the tasks and components required for the delivery of Conceptual Design Services related to the Project.

10.1 Provision of at least 2 Conceptual Design Options for consideration that will include:

- Class D Cost Estimate
- Proposed Phasing Options for Completion that consider budget, impact on properties, traffic control, emergency access, etc
- Road Structure, Cross Section and Intersection Details
- Storm water Management Infrastructure with Treatment Options

10.2 Detailed list of required data, information and studies that will be required to undertake conceptual and detailed design, along with the **estimated cost**, timeline and timeframe of each task. Each proponent must submit a proposed schedule for Conceptual and Detailed Design. The following tasks will be required for evaluation and cost estimate purposes, however, the Proponent may wish to add more for consideration:

- Topographic Survey for Project Extents (Per attached Map)
- Storm water Catchment Analysis
- Geotechnical Investigation

10.3 Upon completion of conceptual design, or upon request by the City, the proponent must provide a copy of all electronic documents pertaining to the project design

- Complete and functional AutoCAD file of the design(s) including all surface, terrain, point and alignment data with applicable .ctb and reference files for a fully functioning document
- Provide a functional point file of all survey and design points
- PDF and two full size paper copies of the conceptual design drawings signed and sealed by a professional engineer
- Digital and Paper Copy of Draft and Final version of any reports, studies, memos or other information done by Proponent or for Proponent by 3rd Parties

11. PROJECT TEAM

This project is complex and not suited to the use of junior personnel in key positions. The consultant's Project Manager will be a senior member of the consultant's staff. As part of the work, he/she will attend the site prior to undertaking the work, and be available to the site as required.

The Proponent must submit information on the Project Team members and should include current references and contact information supporting their abilities and experience. The Proponent must submit references for similar sized projects undertaken by the Project Manager and Project Engineer/Design Lead.

The Consultant will appoint a Project Teams as per the titles, roles, experience and abilities as specified below. These team members will be directly responsible for their roles and will be the individuals directly undertaking the majority of their work as it is defined. The Consultant shall not replace or substitute members of the Project Team without prior approval in writing from the City. The City will require any replacement or substitute to be of equal experience and ability to its own satisfaction.

Project Manager - Will be ultimately responsible for the delivery of the Scope of Work for Part 1, General Requirements and responsible to manage and supervise all consulting staff and sub-consultants. This person will be the main point of contact for the City for any changes or submissions related to the Project scope, costs or terms of the Client Consultant Agreement. Experience must show minimum of 10 years and 10 projects of similar size, scope and value.

Project Engineer/Design Lead – Responsible for leading the design process and ensuring all applicable design criteria is met. Experience must show minimum of 5 years and 5 projects of similar size, scope and value, with 2 projects designed under MMCD standards. Must be a Professional Engineer in good standing, registered in the Province of British Columbia. Can be same person as Project Manager

Design Support Team – Responsible for supporting design delivery through specific technical skills and experience; Experience must show minimum of 5 years and 5 projects of similar size, scope and value. These team members may include the following:

- **Storm water Management Professional**
- **Transportation Engineer**
- **Geotechnical Engineer**
- **Construction Management Professional**
- **Drafting Team**
- **Topographic Survey Team**

12. FEE ESTIMATE: PART 1 – CONCEPTUAL DESIGN SERVICES

Proponent shall submit an upset Fee Estimate to deliver all items included in the Scope of Work as described, based on the Project Description, Scope Drawing and Information Provided by City. Any items not included in the scope, but deemed necessary to complete the project from a Design Services standpoint can be submitted for review and reference separately.

Fee Estimate must include estimated hours and unit rates for applicable staff plus any disbursements or administrative costs. Proponent must also provide a full table of unit rates and disbursement rates for any services that the proponent may be able to provide as Extra Work during the course of the Project, including but not limited to labour, materials, equipment, overtime and administrative costs.

Proponent may attached a separate FEE ESTIMATE form as long as it adheres to these requirements and includes the specific items in the table below.

PART 1 – CONCEPTUAL DESIGN				
Task	Personnel	Hours	Rate	Subtotal
Topographic Survey			\$	\$
			\$	\$
Stormwater Catchment Analysis			\$	\$
			\$	\$
Geotechnical Investigation			\$	\$
			\$	\$
Conceptual Design and Cost Estimate			\$	\$
			\$	\$
Total Part 1 – CONCEPTUAL DESIGN SERVICES				\$

PHASE 2 – DETAILED DESIGN (IF AWARDED TO SUCCESSFUL PROPONENT)

13. SCOPE OF WORK

This Section will define the tasks and components required for the delivery of Design Services related to the Project.

13.1 Provision of Detailed Design Drawings signed and Stamped for City

Review/revisions then Issued for Tender/Construction – Drawings to include but not limited to

- Road grades including centerline alignment and road profile
- Curb return elevations necessary for construction and layout
- Sidewalk Elevations and details necessary for construction and layout
- Deep utility design including vertical and horizontal alignment, pipe sizes, pipe grade, lengths and type.
- Shallow Utility design, street lighting, road crossings, etc if applicable

- For water systems must include location and elevation points (Nothing, Easting, Elevation) of tees, bends, valves, hydrants, and tie in points. Drawings must also indicate locations and quantity of mechanical restraints (Show calculations) or thrust blocks if required
- Sanitary and Storm Systems location and elevation points (Nothing, Easting, Elevation) of all Manholes and Catch basins, including base elevations, Invert Elevations and Rim Elevations to tie into new road structures. All Catch basin leads to have size and grades shown on drawing.
- Individual Details for each Manhole structure, showing lead and main location, including benching and other applicable structures.
- Individual details for all major waterman tie-ins clearly showing all restraints, materials, bends and joint configurations etc.
- Drawings to Clearly show all existing and abandoned utilities within and bordering limits of the project indicating material type, size and location (Accurately as possible)
- X-sections showing the new road structure, road width, sidewalk location, curb and Gutter, asphalt thickness, base structure Specification etc.
- Drawing to have all existing site control points shown and clearly labeled with location and Elevation (Northing, Easting, Elevation)
- Drawings to clearly label all site specific notes and instructions, restraining info, compaction details, bedding detail, corrosion protection (when specified), contractor required BC One Call etc.
- Detail drawings for any specifications not shown in the Subdivision and Development servicing bylaw 3633 as amended or the MMCD Platinum edition 2009
- Provide design points that can be used for layout and field check purposes applies to Roads, Curb and Gutter, Sidewalks, Underground mains, services, and Shallow Utilities.

13.2 Creation of detailed list of Materials and Quantities:

- List to be provided in form of 8.5 x 11 document for inclusion in future Tender Documents AND included within the full sized set of design drawings
- Each item must meet the approved materials list (As provided by City) and

- reference the specific make, model and manufacturer when available
- Each items must include applicable design standard (AWWA, CSA, etc)
- Items include, but are not limited to, pipes, valves, restraints, manholes, hydrants, fittings, luminaires, davit poles/arms, concrete bases, conduit, and any appurtenances
- Accurate volumes and quantities of all earthworks, concrete, gravels, asphalt and landscaping requirements
- Material and volumes to be organized according to MMCD divisions and sections.

13.3 Detailed erosion and sediment control plan as per the specifications in the Erosion and Sediment control Bylaw 3692 as amended.

13.4 Upon completion of final design, or upon request by the City, the proponent must provide a copy of all electronic documents pertaining to the project design:

- Complete and functional AutoCAD file of the approved design including all surface, terrain, point and alignment data with applicable .ctb and reference files for a fully functioning document
- Provide a functional point file of all design points
- PDF and two full size paper copies of the design drawings signed and sealed by a professional engineer
- Provide digital copies of material lists and quantities

13.5 Interior Health Permit to Construct

- Must obtain all interior health permits to construct prior to issuing of tender documents, unless otherwise agreed to by City

14. PROJECT TEAM

This project is complex and not suited to the use of junior personnel in key positions. The consultant's Project Manager will be a senior member of the consultant's staff. As part of the work, he/she will attend the site prior to undertaking the work, and be available to the site as required.

The Proponent must submit information on the Project Team members and should include current references and contact information supporting their abilities and experience. The Proponent must submit references for similar sized projects undertaken by the Project Manager and Project Engineer/Design Lead.

The Consultant will appoint a Project Teams as per the titles, roles, experience and abilities as specified below. These team members will be directly responsible for their roles and will be the individuals directly undertaking the majority of their work as it is defined. The Consultant shall not replace or substitute members of the Project Team without prior approval in writing from the City. The City will require any replacement or substitute to be of equal experience and ability to its own satisfaction.

Project Manager - Will be ultimately responsible for the delivery of the Scope of Work for Part 1, General Requirements and responsible to manage and supervise all consulting staff and sub-consultants. This person will be the main point of contact for the City for any changes or submissions related to the Project scope, costs or terms of the Client Consultant Agreement. Experience must show minimum of 10 years and 10 projects of similar size, scope and value.

Project Engineer/Design Lead – Responsible for leading the design process and ensuring all applicable design criteria is met. Experience must show minimum of 5 years and 5 projects of similar size, scope and value, with 2 projects designed under MMCD standards. Must be a Professional Engineer in good standing, registered in the Province of British Columbia. Can be same person as Project Manager

Design Support – Responsible for supporting design delivery through technical skills; includes drafting and technical support staff. Experience must show minimum of 5 years and 5 projects of similar size, scope and value.

15. FEE ESTIMATE: PART 2 – DETAILED DESIGN SERVICES

TO BE DEFINED BY FUTURE AGREEMENT WITH SUCCESSFUL PROPONENT OR PROCURED SEPARATELY.

FEE SCHEDULE SUBMITTED BY PROPONENT WITH RFP WILL DEFINE RATES UNLESS OTHERWISE AGREED TO BY CITY

DEPENDANT ON APPROVAL OF DESIGN SCOPE AND BUDGET

PART 3 – CONTRACT ADMINISTRATION AND FIELD INSPECTION SERVICES (IF AWARDED TO SUCCESSFUL PROPONENT)

1. GENERAL REQUIREMENTS

This Section will define general requirements for delivery of Contract Administration and Field Inspection Services

- 1.1. Contract Administration and Field Inspection Services will encompass all activities from the creation of the Tender and Contract documents to the Final Inspections and Deliverables of all items defined in the Scope of Work
- 1.2. The Contract Administration and Field Inspection Services are core elements to the delivery of the Project. The City expects prompt and frequent communication, detailed record keeping and thorough reporting of all services provided by the consultant.
- 1.3. City will rely on the Consultant and their staff to represent the City's best interests and the best interests of the public when it comes to timely work, cost effective work, and mitigation of service disruption and public discontent.

2. SCOPE OF WORK

This Section will define the tasks required for the delivery of Contract Administration and Field Inspection Services related to the Project.

2.1 Tender and Contract Preparation

- Assembly of Tender Documents (MMCD Platinum unless otherwise specified)
- Pre-tender meeting include site visit
- Provision of addendums as required
- Assembly of Supplementary Conditions required by City of Cranbrook
- Review of Tender compliance and provision of Tender Summary

2.2 Contract Administration and Field Inspection

- All items required per the definitions of the MMCD Contract Documents
- Proponents Project Manager attending site weekly and Contract Administrator attending site daily to supervise Field Inspector duties
- Field Inspector to confirm that all materials meet City of Cranbrook standards prior to installation or backfill
- Field Inspector onsite during all times of major Construction activities, including installation and backfill of water, sanitary sewer and storm sewer infrastructure.
- Daily completion of Inspection Reports (template provided by City in Appendix "A")
- Daily site Construction Photos that are date and time stamped with reference to location and subject of photograph. Must include all fittings, manholes, catch basins, tie ins, and lot services prior to bedding and backfill.

- Attendance of weekly project meetings held with Contract Administrator, Field Inspector, City Staff and Contractor Superintendent (1 hour/meeting minimum)
- Submission of daily Inspection Reports and Construction Photos on a weekly basis at least 24 hours prior to weekly meeting
- Provision of Progress Payment Certificates with monthly review between Contract Administrator and City of Cranbrook.

3. PROJECT TEAM

This project is complex and not suited to the use of junior personnel in key positions. The consultant's Project Manager will be a senior member of the consultant's staff. As part of the work, he/she will attend the site prior to undertaking the work, and be available to the site as required.

The Proponent must submit information on the Project Team members and should include current references and contact information supporting their abilities and experience. The Proponent must submit references for similar sized projects undertaken by the Project Manager and Contract Administrator.

The Consultant will appoint a Project Teams as per the titles, roles, experience and abilities as specified below. These team members will be directly responsible for their roles and will be the individuals directly undertaking the majority of their work as it is defined. The Consultant shall not replace or substitute members of the Project Team without prior approval in writing from the City. The City will require any replacement or substitute to be of equal experience and ability to its own satisfaction.

Project Manager - Will be ultimately responsible for the delivery of the Scope of Work for Part 2, General Requirements and responsible to manage and supervise all consulting staff and sub-consultants. This person will be the main point of contact for the City for any changes or submissions related to the Project scope, costs or terms of the Client Consultant Agreement. Experience must show minimum of 10 years and 10 projects of similar size, scope and value.

Contract Administrator – Responsible for Administration of the Contract as per the MMCD and City of Cranbrook Requirements. Will be on site as required to ensure performance of the Contract and adequacy of Field Inspection Services. Responsible to attend weekly project meetings and ensure Field Inspection Reports and site photos are submitted as required. Must demonstrate experience with a minimum of 5 years with 5 projects of similar size, scope and value for Contract Administration, with minimum 3 projects as MMCD Contract Administrator. Can be the same person as Project Manager.

Field Inspection– Responsible for providing Field Inspection services as Defined in the Scope of Work Part 2. Responsible to attend site and diligently and thoroughly document and record construction activities while ensuring construction materials, methods and installation meet all applicable requirements. Responsible for filling out daily Field Inspection Reports as provided in City of Cranbrook template and taking site photos that are date and time stamped with reference to location and subject of photograph. Must demonstrate Field Inspection experience for a minimum of 5 years and 5 projects of similar size, scope and value, with minimum 3 projects as MMCD Field Inspector.

Construction Survey – Proponent, or its sub-consultant, must be available to provide all necessary construction survey to the contractor for the duration of the construction at the request of the contractor. Terms of this work, including fees and notification requirements would be negotiated between the Contractor and the Consultant. Contractor may choose someone other than the Proponent to undertake construction survey.

Quality Control and Legal Land Survey - Proponent, or its sub consultant, must have the ability to provide quality assurance grade and location survey, and supplementary topographic survey on request by the City or via the Contract Administrator.

Must demonstrate Survey experience with a minimum of 5 years for projects of similar size, scope and value.

If capable, the proponent, or its sub-consultant, may also be utilized to provide Land Survey services to replace any legal evidence lost during the construction phase as directed by the City.

Geotechnical Engineer (Non Mandatory) – The City of Cranbrook, at its own discretion, may use the services of a Geotechnical Engineer to provide consultation and practical recommendations for construction methods and materials when encountering varying soil types and conditions. Must demonstrate experience with a minimum of 10 years with 10 projects of similar size, scope and value for Geotechnical Engineering consultation.

4. FEE ESTIMATE - PART 3 CONTRACT ADMINISTRATION AND FIELD INSPECTION SERVICES

Proponent shall submit a Fee Estimate to deliver all items included in the Scope of Work per the following:

a. Tender and Contract Preparation

- Fee to be based on an estimate of hourly rates and time required to provide a complete tender package and contract as described in the Scope of Work

b. Contract Administration and Field Inspection

- Fee to be based on an estimated monthly cost of 4.5 weeks, 6 days a week, 8 hours a day, for a single Field Inspector (216 hours)
- Must include time for preparation of submissions, reports and 1 progress payment
- Must include time for all supervision and inspection by Engineer of Record

Any items not included in the scope, but deemed necessary to complete the project from a Consulting Services standpoint can be submitted for review and reference separately.

Fee Estimate must include estimated hours and unit rates for applicable staff plus any disbursements or administrative costs. Proponent must also provide a full table of unit rates and disbursement rates for any services that the proponent may be able to provide as Extra Work during the course of the Project, including but not limited to labour, materials, equipment, overtime and administrative costs.

Proponent may attached a separate FEE ESTIMATE form as long as it adheres to these requirements.

The monthly cost estimate for Contract Administration and Field Inspection will be applied to the estimated construction time for budgetary purposes should a construction project proceed using the proponent selected in this RFP Process.

PART 3: Tender and Contract Preparation			
Personnel	Hours	Rate	Subtotal
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Sub Total Tender and Contract Preparation			\$

PART 3: Contract Administration and Field Inspection (Monthly Estimate)			
Personnel	Hours	Rate	Subtotal
Field Inspector	216	\$	\$
Engineer of Record		\$	\$
		\$	\$
		\$	\$
		\$	\$
Sub Total Contract Administration and Field Inspection			\$

Total Part 3: CONTRACT ADMINISTRATION AND FIELD INSPECTION SERVICES	\$
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SCHEDULE A
CERTIFICATION DOCUMENT

Certification:

We have carefully read and examined the RFP document and have conducted such other investigations as were prudent and reasonable in preparing this Proposal.

We certify that the statements made in this proposal are true and complete. These statements represent our proposal to the Corporation of the City of Cranbrook. We agree to be bound by statements and representations made in this proposal.

Print Company Name and Address: _____

Print Name and Title of Authorized Signing Officers: _____

Signature of Authorized Signing Officer: _____

Telephone Number: _____ Fax Number: _____

E-mail address: _____

Acknowledgement of Addenda

We acknowledge receipt of the following addenda which become part of this RFP:

ADDENDUM #	
ADDENDUM #	
ADDENDUM #	

Signed this _____ day of _____, 2017.

SCHEDULE B

CONSULTING SERVICES SCORE CARD: PART 1 & 2 DESIGN SERVICES

1. **Understanding Design Standards & Infrastructure Service Priorities** – How well has the proponent demonstrated that they understand Design Standards and Infrastructure Service Priorities in the City

10 9 8 7 6 5 4 3 2 1

Excellent understanding and practical insight in to current standards and service priorities

Poor or Vague understanding of current standards and service priorities

2. **Project Scope Comprehension** – How well has the proponent demonstrated that they the understand the purpose, objectives, tasks, risks and benefits related to the Design Services of this Project, including Conceptual Design options

10 9 8 7 6 5 4 3 2 1

Detailed understanding of Project purpose with specific tasks, risks and solutions identified

Poor or Vague understanding of Project purpose. No specific tasks, risks or solutions identified

3. **Proponent Experience** – What similar and relevant amount of experience does the proponent and their team members have to deliver the specific Design Services for this Project?

10 9 8 7 6 5 4 3 2 1

Excellent Team with members having significant experience undertaking similar projects.

Key team members are lacking in experience undertaking similar projects.

4. **Record of Communication and Teamwork** – Do they have a positive record of client satisfaction regarding internal and external communications with strong teamwork demonstrated for the delivery of Design Services for similar Projects?

10 9 8 7 6 5 4 3 2 1

Exceptional client satisfaction. Strong communication and teamwork demonstrated

Poor client satisfaction. Record of communication and teamwork deficiencies

5. **Cost to Deliver Services**

Part 1 Conceptual Design Services: Total amount in FEE ESTIMATE - PART 1

Lowest fee will receive a score of 10 with others assigned a score as a percentage of the lowest fee compared to their fee.

Example: \$50,000 lowest fee receives 10, \$80,000 fee receives 6.25 ($\$50,000/\$80,000$)

10 9 8 7 6 5 4 3 2 1

Low

High

Total Score Part 1 _____

50

Proposal Submitted by:

Reviewed by:

**CONSULTING SERVICES SCORE CARD:
PART 3 – CONTRACT ADMINISTRATION AND FIELD INSPECTION
SERVICES**

1. **Understanding Construction Standards & Service Priorities** – How well has the proponent demonstrated that they understand Construction Standards and Service Priorities in the City

10 9 8 7 6 5 4 3 2 1

Excellent understanding and practical insight in to current standards and service priorities

Poor or Vague understanding of current standards and service priorities

2. **Project and Site Comprehension** – How well has the proponent demonstrated that they the understand the purpose, objectives, tasks, risks and benefits related to the Contract Administration and Field Inspection Services for this Project and the specific Project Site

10 9 8 7 6 5 4 3 2 1

Detailed understanding of Project specific tasks and risks with effective solutions identified

Poor or Vague understanding of Project tasks and risks with no solutions identified

3. **Proponent Experience** – What similar and relevant amount of experience does the proponent and their team members have to deliver the Contract Administration and Field Inspection Services for this Project?

10 9 8 7 6 5 4 3 2 1

Excellent Team with members having significant experience undertaking similar projects.

Key team members are lacking in experience undertaking similar projects.

4. **Record of Communication and Teamwork** – Do they have a positive record of client satisfaction regarding internal and external communications with strong teamwork demonstrated for the delivery of Contract Administration and Field Inspection Services for similar Projects?

10 9 8 7 6 5 4 3 2 1

Exceptional client satisfaction. Strong communication and teamwork demonstrated

Poor client satisfaction. Record of communication and teamwork deficiencies

5. **Cost to Deliver Services**

Part 3 Contract Administration & Field Inspection: Total amount in FEE ESTIMATE - PART 3

Lowest fee will receive a score of 10 with others assigned a score as a percentage of the lowest fee compared to their fee.

Example: \$50,000 lowest fee receives 10, \$80,000 fee receives 6.25 ($\$50,000/\$80,000$)

10 9 8 7 6 5 4 3 2 1

Low

High

Total Score Part 1 & 2 _____

50

Total Score Part 3 _____

50

Total Score Combined _____

50

Proposal Submitted by:

Reviewed by:

SCHEDULE C FORM OF AGREEMENT

Dated the ____ day _____ 2017

BETWEEN:

CITY OF CRANBROOK

City Hall
40-10th Avenue South
Cranbrook, BC V1C 2M8

(The "City")

AND:

ENGINEERING COMPANY LTD.

PO BOX 1013
CRANBROOK, BC V0G 1Y0

(The "Consultant")

WHEREAS the City wishes to engage the Consultant to provide services in connection with the professional engineering design, and management of the City's **2017 Capital Works Consulting Services**.

NOW THEREFORE the City and the Consultant agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) "**Commencement Date**" means May 15, 2017 or such other date as the parties may agree in writing;
- (b) "**Dispute**" means any dispute, claim, or controversy Agreement or related to this Agreement;
- (c) "**Fees**" means the amounts payable for the Services by the City to the Consultant under section 3.0;
- (d) "**Indemnified Parties**" means the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents;
- (e) "**Services**" means the responsibilities and duties professional engineer and undertake the contract administration described generally in Schedule 1 and anything and everything required to be done by the Consultant to fulfill and complete this Agreement;
- (f) "**Term**" means the period of time commencing on the Commencement Date and ending on **December 31, 2017**, subject to the earlier termination or any extension under this Agreement.

1.2 The following attached Schedules are a part of this Agreement:

Schedule 1 – Request for Proposal of Consulting Services

Schedule 2 - Fees and Unit Rates from Submitted Proposal

1.3 The following reference document is a part of this Agreement:

(Proponents Proposal as Submitted)

2.0 SERVICES

2.1 The City hereby retains the Consultant, as an independent professional engineering consulting company to provide the Services during the Term on the terms and manner set out in this Agreement and the Consultant hereby accepts agrees to provide the Services.

3.0 CONTRACT PRICE AND PAYMENT

3.1 In return for the satisfactory performance of the Services, the City will pay the Consultant the Fees set out in Schedule 2 to this Agreement.

3.2 Payment by the City of the 2017 Capital Works Consulting services will be based on monthly invoices submitted by the Contractor in the form of total cost of Labour, Equipment and Materials expended that month as set out in Schedule 2 to this Agreement.

3.3 Payment for Services shall be made within 30 days of receipt of a satisfactory invoice that adheres to the requirements of this agreement.

4.0 ADDITIONAL WORK

4.1 The Consultant will, if requested in writing by the City, perform work that is in addition to the Fees if additional budget is available or special circumstances arise.

4.2 Any Additional Work must be requested by the City in writing in advance. The City will pay for such Additional Work in accordance with the unit rate(s) set out in Schedule 2 to this Agreement.

4.3 Except as set out in this Section 5.0, the terms of this Agreement will apply to any Additional Work.

4.4 Payment for Additional Work shall be made within 30 days of receipt of a satisfactory invoice that adheres to the requirements of this agreement.

5.0 MATERIALS AND SUPPLIES

- 5.1 The Consultant must provide, at its own expense, the vehicles, tools and equipment necessary (including all parts, materials, fuel and lubricants for such vehicles and equipment) to provide the Services efficiently.
- 5.2 The Consultant is responsible paying for:
- (a) any wages, benefits, statutory deductions and other costs payable to its employees and independent contractors;
 - (b) office supplies and materials; and
 - (c) travel expenses.

6.0 STAFF AND METHODS

- 6.1 The Consultant shall perform the services under this agreement with that degree, skill and diligence normally provided in the performance of such services as completed by the agreement at the time such services are rendered and as required by the Engineers and Geoscientists Act (R.S.B.C 1996, c. 116 as it may from time to time be amended). The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's Staff and either be a member in good standing or under the direct supervision of a member in good standing with the Association of Professional Engineers and Geoscientists of British Columbia.
- 6.2 The Consultant represents that it has the expertise, qualifications, resources and relevant experience to provide the Services and will abide by any standards set out in applicable standards and legislation.

7.0 DRAWINGS AND DOCUMENTS

- 7.1 Subject to Schedule 1, drawings and documents or copies thereof required for the Services shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Consultant for the City, including record drawings, may be used by the City, for the Services herein described. In accordance with section 13.0, the City indemnifies the Consultant for unauthorized use of the documents and deliverables.

8.0 INTELLECTUAL PROPERTY

- 8.1 All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Services, or which are otherwise developed or first reduced to practise by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.
- 8.2 The City shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Services and for no other purpose or product.

9.0 PUBLICATION

- 9.1 The Consultant agrees to obtain consent in writing of the City before publishing or issuing information regarding the Services.

10.0 LIMITED AUTHORITY

- 10.1 The Contractor is an independent consultant, not an agent or employee of the City and this Agreement does not create a partnership or a joint venture between the Consultant and the City.
- 10.2 The Consultant does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement. The Consultant will make such lack of authority clear to all persons with whom the Consultant deals in the course of providing the Services. Every vehicle used by the Consultant in the course of performing the services must identify the Consultant by name and telephone number.
- 10.3 The Consultant is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as may be agreed by the City in writing.
- 10.4 The Consultant will determine the number of days and hours of work required to properly and completely perform the Services.

11.0 RECORDS AND INFORMATION

- 11.1 During the Term and for a period of ten years after the end of the Term, the Consultant must keep proper books of account and records arising from its provision of the Services. The City, its agents, solicitors or auditors may, at any time during regular business hours, inspect and review copies of the books of account, records, source documents, reports, computerized records, contracts, subcontracts and other documents of the Consultant relating to the Services.
- 11.2 In addition to providing hard copies of the information, reports and data required as part of the Services, the Consultant must also provide them in electronic form compatible to be loaded by or on behalf of the City into .PDF, Microsoft Word and Excel.

12.0 CITY RESPONSIBILITIES

- 12.1 The City will, in co-operation with the Consultant, make efforts to make available to the Consultant information, surveys, reports or historical data the City has in its possession or control that relate to the Services. The Consultant will review any such material upon which the Consultant intends to rely and take reasonable steps to determine if the information is complete and accurate.

The Consultant will assume all risks that the information is complete and accurate and the Consultant will advise the City in writing if in the Consultant's judgment the information is deficient or unreliable and undertake such new surveys and investigations as may be necessary with written permission from the City.

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- 12.2 The City will, in a timely manner:
- (a) make all decisions required;
 - (b) examine documents submitted; and
 - (c) respond to all requests for approval
- by the Contractor pursuant to this Agreement.
- 12.3 If the City observes or otherwise becomes aware of any fault or defect in the Services, it may notify the Consultant, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Consultant's performance of the Services.

13.0 INDEMNIFICATION

- 13.1 The Consultant will indemnify and save harmless the Indemnified Parties from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage, destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnified Parties may incur, suffer or be put to as a result of or in connection with the Services, any obligation under this Agreement or any wrongful or negligent act or omission of the Consultant.
- 13.2 The indemnity described in this section will survive the Term and continue in full force and effect for the benefit of the Indemnified Parties.

14.0 INSURANCE

- 14.1 The Consultant will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Term the following insurance in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) The Consultant shall provide and maintain liability insurance in respect of owned licensed vehicles subject to limits of not less than TWO MILLION DOLLARS (\$2,000,000) inclusive per occurrence. The Automobile Liability Insurance shall be maintained continuously until the work is completed. Upon request, the Consultant shall promptly provide the City with a certified copy.
 - (b) Commercial General Liability Insurance acceptable to the City and subject to the limits of not less than FIVE MILLION DOLLARS (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property including the loss of use thereof. The City shall be named as an Additional Insured and the policy shall also cover as unnamed insured all Subcontractors and anyone employed directly or indirectly by the Consultant or his Subcontractors.
 - (c) Professional Liability Insurance shall be in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000) per claim and in the aggregate.

The policies shall provide that no material change, termination or cancellation shall be effective without thirty (30) days prior written notice to the City by the insurance company(ies) or authorized representative. All such insurance shall be with Insurers satisfactory to the City. In addition to providing Certificates of Insurance, the Consultant shall furnish certified copies of the insurance policy(ies) to the City at their request.

- 14.2 The Consultant acknowledges that any requirements by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Consultant acknowledges and agrees that the Consultant is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits must not be construed as relieving the Consultant from responsibility for any amounts which may exceed these limits, for which the Consultant may be legally liable.
- 14.3 The Consultant must place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
- 14.4 The Consultant hereby waives all rights of recourse against the City for loss or damage to the Consultant's property arising from or in connection with the performance of the Services.

15.0 OCCUPATIONAL HEALTH AND SAFETY AND WORKERS' COMPENSATION BOARD (WCB)

- 15.1 The Consultant must, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others hired by the Contractor or otherwise engaged in the performance of the Services. With respect to the Services, if the Consultant fails to pay any Workers' Compensation Board premiums, assessments or penalties then the City will have the right to withhold payment of the Fees under this Agreement unless and until the Workers' Compensation Board premiums, assessments or penalties have been paid in full.
- 15.2 The Consultant agrees that it is the prime contractor for the Services for the purposes of the Workers Compensation Act. The Consultant will have a safety program in place that meets the requirements of the workers' compensation Board Occupational Health and Safety Regulation and the Workers Compensation Act. As prime contractor, the Consultant is responsible for appointing a qualified coordinator for ensuring the health and safety activities for the location of the Services.
- 15.3 The Consultant will provide the City with the Consultant's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Consultant is registered in good standing with the Workers' Compensation Board. The Consultant must maintain good standing throughout the Term.
- 15.4 The Consultant will ensure compliance with and conform to all occupational health and safety laws, rules, codes and regulations including, but not limited to, the workers compensation Act and attendant regulations by anyone engaged in the

performance of the services including any subcontractors, workers and material men.

- 15.5 Without limiting the generality of any other indemnities granted by the Consultant in this Agreement, the Consultant will indemnify and save harmless the Indemnified Parties from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnified Parties may incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

16.0 AGREEMENT RENEWAL

- 16.1 Prior to the end of the Term, this Agreement may be renewed for a maximum of one (1) year with conditions mutually agreed upon by both parties.

17.0 TERMINATION WITHOUT CAUSE

- 17.1 The City may at any time and for any reason by thirty (30) days written notice to the Consultant terminate this Agreement before the completion of all the Services, such notice to be determined by the City at its sole discretion. Despite any other provision of this Agreement, if the City terminates this Agreement before end of the Term, the City will pay to the Consultant any amounts owing under this Agreement for Services provided by the Consultant up to and including the date of termination, plus reasonable termination costs in an amount to be determined by the City in its sole discretion, acting reasonably. Upon payment of such amounts no other or additional payment will be owed by the City to the Consultant and, for certainty, no amount will be owing on account of lost profits relating to any portion of the Services not performed or other profit opportunities.

18.0 TERMINATION FOR CAUSE

- 18.1 The City may terminate this Agreement for cause as follows:
- (a) If the Consultant becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of its creditors, is adjudged bankrupt, otherwise acknowledges its insolvency, or if a receiver is appointed by or on behalf of a creditor or a bankruptcy petition is filed or presented against the Consultant, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Consultant or receiver or trustee in bankruptcy written notice; or
 - (b) If the Consultant is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Consultant, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Consultant further written notice.

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- 18.2 If the City terminates this Agreement as provided by this section, then the City may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
 - (b) withhold payment of any Fees owing to the Consultant under this Agreement for the performance of the Services;
 - (c) set-off the total cost of completing the Services incurred by the City against any Fees owing to the Consultant under this Agreement and, at the completion of the Services, pay to the Consultant any balance remaining, and
 - (d) if the total cost to complete the Services exceeds the amount owing to the Consultant, charge the Consultant the balance, which amount the Consultant will forthwith pay.

19.0 RIGHT TO REMEDY DEFAULT

- 19.1 If the Consultant is in default of any of its obligations under this Agreement, then the City may without terminating this Agreement, upon 5 days written notice to the Consultant, remedy the default and set-off all costs and expenses of such remedy against any Fees owing to the Consultant. Nothing in this Agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Consultant.

20.0 APPLICABLE LAWS, CODES AND REGULATIONS

- 20.1 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Consultant accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement be brought in such courts.
- 20.2 The Consultant will provide the Services in full compliance with all applicable laws, codes and regulations.

21.0 CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 21.1 The Consultant will treat any information supplied or obtained as a result of the performance of the Services and this Agreement as confidential and will not, without the prior written consent of the City, publish, release, disclose or permit the disclosure of any such information to any other person or corporation except as reasonably required to perform the Services or except as may be required by law.
- 21.2 Without limiting other obligations under the *Freedom of Information and Protection of Privacy Act* and any other enactments that may apply to the City or the Consultant or to both, and despite any promises or commitment by the City to preserving the confidentiality of information to the extent permitted by law, the Consultant acknowledges that any information provided to the City in relation to the Project, or that is created, produced, negotiated or otherwise comes within the City's custody or under its control pursuant to the

Project, may be subject to a legal requirement to disclose the information pursuant to a request for access under that Act.

22.0 USE OF WORK PRODUCT

- 22.1 The Consultant hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Consultant.
- 22.2 The Consultant may retain copies of the work product.

23.0 DISPUTE RESOLUTION

- 23.1 The parties will make reasonable efforts to resolve any Dispute using the dispute resolution procedures set out in this section.
- 23.2 The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- 23.3 If all or any portion of a Dispute cannot be resolved by good faith negotiations within thirty (30) days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of such notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia international Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Cranbrook, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.
- 23.4 If within ninety (90) days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

24.0 JURISDICTION AND COUNCIL

- 24.1 Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

25.0 CONTRACTING FOR CONSTRUCTION

- 25.1 Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Services or have an interest either directly or indirectly in the construction of the Services

26.0 ASSIGNMENT AND CONSENTS

- 26.1 The City or the Consultant shall not assign this Agreement, in whole or in part, to a third party, without the prior written consent of the other, which consent shall not be unreasonably withheld.
- 26.2 In the event of an assignment, the terms and provisions of this Agreement shall be read as if the name of the assignee were substituted for the name for the assignor.
- 26.3 The assigning party shall obtain a separate agreement (an "Accession Agreement") from the assignee acknowledging and acceding to the terms of this Agreement and agreeing to be bound by the same, as if they were the assignor, as a condition of the assignment and as a condition of the approval of the City or the Consultant; and an original copy of the Accession Agreement shall be provided by the assignor to the other party to this Agreement before such assignment shall take effect.

27.0 NOTICES

- 27.1 Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on transmission, or if by mail, five calendar days after posting. The addresses for delivery are as follows:

- (a) To the City:

CITY OF CRANBROOK
City Hall 40 -10th Avenue South
Cranbrook, BC V1C 2MB
Email: mike.matejka@cranbrook.ca
Attention: Mike Matejka, Project Manager

- (b) The Consultant:

28.0 INTERPRETATION

- 28.1 Time is of the essence with respect to the provision of the Services.
- 28.2 This Agreement, including the Schedules and any other documents expressly referred to in this Agreement as being a part of this Agreement, contains the entire agreement of the parties regarding the provision of the Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the provision of the Services.

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- 28.3 In the event that the Consultant issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.
- 28.4 The Consultants obligations to perform the Services in a professional and proper manner will survive the termination or completion of this Agreement.
- 28.5 The City's remedies under this Agreement are cumulative and in addition to any right or remedy which may be available to the City at law or in equity.
- 28.6 If any provision of this Agreement is invalid or unenforceable, it will be severed from the Agreement and will not affect the enforceability or validity of the remaining provisions of the Agreement.
- 28.7 The headings in this Agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.
- 28.8 Wherever the singular, plural, masculine, feminine or neuter is used in this Agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.
- 28.9 No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.
- 28.10 This Agreement:
- (a) may be amended only by agreement in writing, signed by both parties;
 - (b) may be executed in or one or more counterparts all of which when taken together will constitute one and the same agreement, and one or more of the counterparts may be delivered by fax transmission, and
 - (c) will enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Consultant.

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

CITY OF CRANBROOK
by its authorized signatories:

CITY OF CRANBROOK
by its authorized signatories:

Per: _____

Per: _____

Name:

Name:

Title:

Title:

ENGINEERING COMPANY LTD.
by its authorized signatories:

Per: _____

Name:

Title:

City of Cranbrook			
Approved		Date	Sig.
Municipal Clerk	Legal & Form		
Department Head	Content		

SCHEDULE 1
REQUEST FOR PROPOSAL – CONSULTING SERVICES
(ATTACHED)

DRAFT

SCHEDULE 2
FEES AND UNIT RATES FROM SUBMITTED PROPOSAL
(ATTACHED)

DRAFT