



Request for Qualification

Lac La Biche County

Prequalification of Engineering Consultants
2019 to 2021

RFQ: PW-31-2018-01

Proposal Closing Date and Time:

Responses must be received by
April 13, 2018

at 16:00 (local time)



Lac La Biche County

Box 1679
Lac La Biche, AB T0A 2C0

Phone: 780-623-1747 /Fax: 780-623-2039

Request for Qualification (RFQ)

Prequalification of Engineering Consultants
2019 to 2021
RFQ: PW-31-2018-01

Responses will only be considered if received in the Lac La Biche County Centre Building no later than the closing time and date: **16:00 local time, April 13, 2018.**

RFQ: PW-31-2018-01

Lac La Biche County
Box 1679
13422 HWY 881
Lac La Biche, AB T0A 2C0

ATTENTION: Ali Memon, Manager of Engineering Services

Request for Qualification

Lac La Biche County (the “County”) invites the submission of a Statement of Qualifications from interested consultants for the provision of Engineering Consultant Services in a range of general and specialized consultant services that will be required by the County. Consultants who can deliver professional services for the following categories will be recognized as final prequalified consultants. In order to save overall time for the deliverables and reduce cost to the consultants for submitting multiple engineering proposals, up to five (5) consultants may be prequalified for professional services of each category on County projects.

The categories of services that are offered in this prequalification are the following and include planning, preliminary, detailed design and construction administration:

- Roadways
- Bridges
- Surveying
- Buildings
- Parks and open spaces
- Airport engineering
- Water supply and wastewater disposal including treatment
- Water distribution and wastewater collection
- Geotechnical and materials engineering
- Storm water and drainage, surface and piped systems
- Environmental including Agriculture
- Solid waste management and recycling
- General municipal engineering / Planning and development including statutory plans, policies, procedures, Municipal Development Plans (MDP) and Area Structure Plans (ASP)

(Note that a more detailed description of the categories can be found in ‘Appendix A’)

Lac La Biche County is accepting Statements of Qualification from engineering, survey and environmental consultants for the categories of services listed. Consultants may express interest in prequalifying in any of these categories or subcategories as appropriate.

The prequalification will be for a term of three years (January 2019 to December 2021).

The purpose of this Request for Qualification (RFQ) is to develop a short list of Prequalified Engineering Consultants in each category that will be invited to submit proposals on infrastructure projects so as for other categories mentioned above.

The intent is to have Consultants initially submit a comprehensive package of corporate and staff qualifications, together with detailed corporate information and then in subsequent invitations submit only that information that pertains to the specific project. This will reduce the time, level of effort and cost related to proposal submission for both the consultant community and the County. A copy of the County’s Consulting Services Agreement is provided in ‘ Appendix B ’ for information and will be used for individual projects.

Schedule:

The following anticipated schedule is subject to change at the County’s discretion:

Activity	Date
Issue Prequalification	March 16, 2018
Prequalification Closing	April 13, 2018
Interviews (if necessary)	April 23 - 27, 2018
Selection completed	May 04, 2018

Instructions:

Submission:

Respondents are to submit five (5) printed and one (1) digital copy in pdf format on (USB) of their complete submission. The Statement of Qualifications should be in a sealed envelope, clearly marked with the consultant’s name, address and identified as “Prequalification for Consultants, Attention: Ali Memon.”

The Statement of Qualifications document is to provide a clear and concise description of the Respondent’s ability to satisfy the requirements of the Prequalification. The County will not assume capabilities or advantages of the Respondents.

Conflict of Interest:

Respondents must ensure that their participation in this RFQ is conducted without collusion, fraud or conflict of interest on their part or on the part of any of their team members. This includes other respondents and members of the public, businesses, municipalities and governments who may have an interest in Lac La Biche County Project(s). Breach of this provision may result in disqualification from the RFQ or the subsequent RFP processes.

It is important that all respondents disclose any current relationships that exist with entities doing business in the County.

Clarifications:

Respondents should carefully examine the RFQ documents and report any errors, omissions, discrepancies, clauses requiring clarification or any qualifications. Respondents are advised to not rely on oral responses to requests for clarification.

Requests for clarification should be clearly identified and submitted in writing to:

Lac La Biche County
P.O. Box 1679
Lac La Biche, AB T0A 2C0

Attention: Ali Memon, Manager of Engineering Services
Email: ali.memon@laclabichedcounty.com
Phone: (780) 623-6801 Cell: (780) 404-6869
Fax: (780) 623-2039

Addenda:

Where necessary, responses to questions and clarifications will be issued by Addenda that will become part of the RFQ document.

Expenses:

The County will not provide compensation or be responsible in any way for the costs, expenses, losses, damages or liability incurred by Respondents in the preparation of their response to this RFQ.

Confidentiality of Responses:

Information submitted in response to this RFQ may be subject to disclosure under the Freedom of Information and Protection of Privacy Act (Alberta) (FOIP). Except as required by FOIP or any other law, responses to this RFQ will be considered to have been provided in confidence and will not be disclosed.

Cancellation:

The County reserves the right to cancel all or any part of this RFQ process at any time and to acquire consultant services by other means at its sole discretion.

Evaluation of Statement of Qualifications:

Statement of Qualifications will be evaluated on the following basis:

- **Mandatory Requirements:** Statement of Qualifications that do not meet the Mandatory Requirements identified in the Submission Requirements section or that are incomplete/missing important required information will be disqualified at the sole discretion of Evaluation Committee.
- **Evaluation Criteria and Weighting:** Statement of Qualifications meeting the Mandatory Requirements will be evaluated based on the following for each Project:

Criteria	Weight
Corporate Qualifications and Experience	10
Key Staff Qualifications and Experience / Assigned project team	40
Past Performance on Similar Projects	20
Category Specific Qualifications	15
Environmental Sustainability	05
Innovation / Value Added / Fee Schedule	10
Total	100

- **Weighted Evaluation:** The responses to the RFQ requirements will be evaluated using the weighted values noted. The evaluation and scoring will be at the sole discretion of the Evaluation Committee. A minimum score of 75 will be required for further consideration.
- **Interviews:** The Evaluation Committee may at its discretion invite a Respondent for an interview or seek further clarification without any obligation to any of the Respondents.
- **Prequalified List of Consultants:** The Evaluation Committee will prepare a list of Prequalified consultants for each category. There may be up to five (5) Prequalified consultants for each category based on the evaluation and these consultants will then be requested to provide proposals on projects on an as-required basis.

Statement of Qualifications and accompanying documentation will be retained by the County following the evaluation and selection process.

Submission Requirements

Mandatory Requirements:

In order to be considered for Prequalification the Respondent must meet the following mandatory requirements and provide documentation to substantiate:

- Registration with the Association of Professional Engineers and Geoscientists of Alberta (APEGA).
- Provide a Clearance Certificate from the Workers Compensation Board - Alberta (WCB).
- Have a safety Certificate of Recognition (COR) from the Alberta Construction Safety Association (ACSA) or be in the process of obtaining one and provide a Temporary Letter of Certification (TLC).
- Provide evidence of insurability for professional liability, comprehensive general liability and automobile coverage, each in an amount of not less than \$5,000,000.00 per occurrence.
- Provide Stakeholder Communication Plan guideline.

Format for Statement of Qualifications:

Submissions should be organized in the following format to facilitate evaluation and to ensure full consideration:

- Cover Page
- Identification of the Category(s) in which prequalification is being applied for
- Table of Contents
- Confirmation of Mandatory Requirements
- Corporate Qualifications and Experience
- Key Staff Qualifications and Experience
- Past Performance on Similar Projects
- Environmental Sustainability
- Innovation / Value Added
- Appendices

Note: Exclusive of the Cover Page, the Table of Contents and the Appendices, there is a page limit of ten (10) pages for the Statement of Qualifications.

Content of Statement of Qualifications:

- Cover Page

The cover page must be signed by an authorized representative of the respondent and provide a contact name with address, phone, fax and email for subsequent follow up to questions or clarifications necessary during the evaluation process.

The cover page should identify the categories and subcategories the respondent is pre-qualifying for.

- Identification of Category

Respondents are to clearly identify the categories in which prequalification is being applied for. If the prequalification is for a specialist function within a category, that should be identified with a scope reflecting that specialty.

- Confirmation of Mandatory Requirements

Respondents need to provide both confirmation and evidence of meeting these requirements.

- Corporate Qualifications and Experience

This section should provide the following minimum information:

- Full legal name of the Respondent, with contact information for the office(s) that will provide engineering services to project(s).
- Full legal name of any sub consultants or partners that are included as a part of the Prime / Lead Consultant's team, together with contact information.
- General overview of the Respondent's corporate information and the relationship between the Prime and any sub consultants relative to this project (an organization chart in the Appendix is recommended) showing the management and reporting structure.

- Communication matrix
- The length of time that the Respondent has been providing the necessary expertise for project(s) within Alberta.
- Provide a list of projects of a similar nature to those in this RFQ that the Respondent has provided within the past three years, including the construction value, the physical size of the projects and a brief description of the Respondent's role and responsibility (detailed project profiles can be provided in the Appendices).
- Indicate the measures and practices employed to maintain schedule and cost control for project(s).

- **Key Staff Qualifications and Experience:**

This section should identify key staff in both the respondent and sub consultants and an indication of which category or categories will be engaged. Detailed resumes should be included in the Appendices for each identified person. Please ensure a senior engineer will be actively engaged and throughout each contract.

- Name and qualification of the senior managers that will be engaged on project(s) with a brief description of related experience.
- Name and qualification of the key individuals that will provide engineering and related services for project(s), including their experience on similar projects.
- The resumes of each individual should include, as a minimum, relevant information of education, experience, number of years with the company, position within the company, recently completed projects of a similar nature and the role and responsibility that the individual had on the identified projects.

Key staff should be identified and information provided for each of the components of engineering the Respondent identifies as required for the completion of project(s). This includes design, construction and post construction related requirements. Staff requirements could include design, survey, materials testing, geotechnical, mechanical, electrical, instrumentation, hydraulic and transient analysis, project management (including cost and schedule control), land purchase, legal survey, etc.

Designated key staff for each Project, including all sub-consultants, shall not be changed without the express written permission of the authorized County representative.

- **Past Performance on Similar Projects:**

- Respondents should provide a minimum of two (2) references for projects of similar nature, size and scope completed within the past three (3) years by the identified Key Staff as those required by this RFQ.
- Title, location and brief description of projects.
- Services provided by the respondent, names of sub consultants or the partners and the services that they provided.
- Start and completion dates of project, size of project and any unique conditions.
- Name and contact information of the project owner's representative.

The County may contact these and may require additional references at their discretion to use this information in the evaluation process.

- **Project Specific Qualifications:**
 - Respondents should provide in this section specific qualifications that they feel are unique and provide an advantage to their firm over other Respondents.

- **Environmental Sustainability:**
 - The organization recognizes the importance of protecting the environment and will minimize the environmental impact of work practices carried out by the organization and how your company will reduce harm on the environment and reduce wastage of resources involves making decisions and taking action that are in the interests of protecting the natural world.

- **Innovation / Value Added:**
 - Respondents have an opportunity to identify additional skills, innovation, value added attributes that their firm can bring to project(s). This may include performance improvements, cost savings, use of new or improved technology, etc.

Note: *Appendix A and Appendix B attached form part of this RFQ.*

-- END --



Appendix “A”

CONSULTANT CATEGORIES



Consultant Categories

The following categories have been identified for the provision of consultant services to Lac La Biche County. The details provided under each category are representative and not conclusive. In choosing a category(s) for prequalification, Consultants are encouraged to represent the full range of skills that their firm and their staff can provide to the County.

If Consultants provide a specialized service within a category, they are encouraged to submit for that specialty (for example: traffic engineering, modeling, specialized inspections, monitoring, and rehabilitation, etc.).

Rural Roadway:

The County manages the operation of approximately 1100 km of rural roadway with surface types of gravel, oil, Asphalt Surface Base Course (ASBC) and Asphalt Concrete Pavement (ACP). This category covers grading, base and paving and all related preliminary and detail design engineering, construction and operational related engineering. This includes traffic analysis, intersection analysis, signage, drainage, environmental impacts and mitigation and utility crossings. The County also has a large number of rural subdivisions that are included in this category.

Urban Roadway:

This includes the roadways in the two primary hamlets of Lac La Biche and Plamondon which includes urban roadway surfaces like curb, gutter, sidewalk, storm sewer drainage and related infrastructure. It also includes signals, lighting, cross walks, line painting and signage and all related preliminary, detail design engineering, construction and operational related engineering.

Bridges:

The County has both bridge size culverts and standard bridges which includes inspections, maintenance, planning and replacement where approved, all in accordance within the standard specifications and processes as outlined by Alberta Transportation.

Water Supply and Wastewater Disposal:

The County operates a water treatment plant, pump stations and reservoirs that are connected to both urban and rural distribution systems. Engineering requirements vary from treatment of lake water to storage / distribution, including modeling, rehabilitation, operation maintenance and system expansion. On the wastewater side the County treats wastewater from a number of lift stations fed by both rural and urban collection systems to a centralized Bio-nutrient Removal (BNR) Plant. Engineering requirements will vary from modeling, rehabilitation, operation and maintenance and system expansion.

Water Distribution & Wastewater Collection:

The County provides residents with an extensive system of water supply and wastewater collection in the Hamlets of Lac La Biche and Plamondon as well as a large number of the rural subdivisions. These systems are of a variety of ages and material types and there are ongoing requirements for maintenance, operation, upgrading, rehabilitation and expansion.

Storm Water and Drainage (Surface & Piped System):

The County has a large number of lakes and wetland areas and proper handling of drainage where storm water is a key issue, both in terms of quality and quantity. Engineering requirements include planning, modeling, and BMPs, design and construction supervision for a variety of projects.

Environmental including Agriculture & Recycling

Environmental within the County covers a wide range from habitat protection to gravel pit registration, to approvals, compensation, construction, rehabilitation, monitoring and planning for future upgrading. With a large, active development community, significant expenditures on infrastructure annually and the abundance of natural areas and lakes within the County there is a wide variety of environmental issues challenging the Municipality to be addressed.

Solid Waste Management:

The County currently operates two landfills and has recently closed several others with some converted to transfer stations and a need for long term solutions for solid waste management. Currently there is in place a collection system for household waste and recyclables in the two main hamlets and adjacent rural subdivisions and it is expected this service will expand to other rural subdivisions.

General Municipal Engineering:

There are a number of small municipal projects of varying nature that typically require a short response time to support the County operations staff, as well as the need for review of developer's submittals for review and approval of subdivision and development applications. It is expected that to qualify for review of developer's submissions the Consultant would fully disclose any existing relationships with developers active in the County.

Surveying:

To support the County operations there is a requirement for engineering surveys, legal, and quantity surveys. This ranges from preliminary surveys, to grade stakes, to record of construction to posting legal boundaries.

Geotechnical and Materials:

There is an ongoing need for geotechnical investigations and materials engineering to support County operations both in planning for future projects and for monitoring and providing Quality Assurance for ongoing construction and maintenance operations.

Parks and Open Spaces:

The County provides recreational facilities and opportunities for both residents and visitors that range from lake access to trails, to parks and campgrounds, golf course, sports fields and indoor recreational facilities. There is an ongoing need to plan for new facilities, rehabilitation and expansion of existing facilities; and for detailed design and construction of those facilities.

Airport Engineering:

The County owns and operates the Lac La Biche Airport and there are ongoing requirements for both airside and groundside upgrades and expansion, including runways and taxiways, lighting and control systems and aerodrome facilities.

Buildings:

To design and construct of any kind of building structure with all accessories including electrical network and Mechanical fittings with all safety measures and permits by following all building and provincial codes.

Consultants are encouraged to research additional information and become familiar with Lac La Biche County through the County website.



Appendix "B"

SERVICES CONTRACT



Appendix B

Attached to RFQ for Prequalification
of Consultants 2019 to 2021

Lac La Biche County

Consulting Services Contract

FOR

**Prequalification of Engineering Consultants
2019 to 2021**

BETWEEN

Lac La Biche County

(hereinafter called "the County")

AND

[CONSULTANT'S NAME]

(hereinafter called "the Consultant")

Contract No. PW-31-2018-01

The County desires that consulting services be rendered for the provision of Engineering Consultant Services in a range of general and specialized consultant services that will be required by the County, (hereinafter called "the Project").

The County and the Consultant agree as follows:

This Contract constitutes the entire arrangement between the parties with respect to the subject matter of the Contract, and supersedes all previous negotiations, communications and other arrangements relating to it.

The scope of services to be provided by the Consultant for the Project shall be in accordance with the attached Schedule 'A', which forms part of this Contract, and as summarized below:

Preliminary Engineering, Detailed Design, Tender Package Preparation, Material Fabrication Inspection, (for construction/rehab. supervision) Construction Supervision and Contract Administration for Grading, Granular Base Course, Asphalt Concrete Pavement, Bridge Construction, Water Management projects, Environmental Projects and Other Work.

1. DEFINITIONS

Consultant means the person, organization or company with whom the County enters into Contract to perform the Services required by this Contract.

Consultant's Representative means the person identified in writing by the Consultant as having the authority to represent the Consultant.

Contract means Consulting Services Contract

Close-out Costs mean those costs incurred by the Consultant following termination of the Contract to bring the project to a close and provide Project information to the County as compiled to the point of termination.

Deliverables mean information, project plans and designs, contract documentation, contract supervision, planning studies, and other relevant information as defined in the Contract that the Consultant has committed to provide to the County under the terms of the Contract.

Expenses mean that portion of the total fee that covers indirect consultant costs, such as Sub-consultant costs and other disbursements.

Fees mean the compensatory amount that the County will pay the Consultant in return for the services and deliverables as defined under the terms of the Contract.

County means Lac La Biche County, a specialized municipality in the Province of Alberta.

County's Representative means the person identified by the County to represent the County under the Contract.

Project/Services Schedule means the time period agreed to by the County and the Consultant within which services are to be performed, from the date of commencement of the services to the date of completion of the services.

A Service means everything that is necessary to meet the Consultant's obligations under the Contract.

Sub-consultant means any architect, professional engineer or other person engaged by the Consultant to perform part of the services included in the Contract.

2. RESPONSIBILITIES AND AUTHORITY

Consultant

The Consultant shall provide consulting services in accordance with current standards, specifications and guidelines that are applicable to the work in accordance with the requirements of the Terms of Reference/Proposal for the Scope of Services agreed.

The Consultant shall observe and comply with all Federal, Provincial and Municipal statutes, codes, regulations and by-laws and ensure compliance with County Procurement Policy PI-30-012 located at <http://www.laclabichcounty.com/our-council/budgets-bylaws-and-policies/policies>.

The Consultant shall designate a representative to be in charge of the services and to liaise with the County's representative. The Consultant's approved list of Project personnel, including all sub-consultants, will not be changed without the express written permission of the County's representative, which shall not be unreasonably withheld.

No change to the scope of work performed in the Project as defined in this Contract and schedules shall be allowed without the express written permission of the County's representative, other than in the case of emergency. In the case of such emergency the Consultant shall notify the County's representative as soon as possible.

The Consultant shall indemnify and hold harmless the County, its employees and agents from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Consultant is legally responsible, including those arising out of negligence or willful acts by the Consultant, or the Consultant's employees or agents.

This hold harmless provision shall survive this Contract.

The County

The County's representatives shall be the interpreter of the requirements of the Contract, consistent with the intent of the Contract.

The County's representatives may request the Consultant to make changes in the scope, and the Consultant shall advise the County of the effects of such changes on the Contract, including scope of services, Project schedule, compensation and other implications to the Project.

The County's representatives may suspend or terminate the Project at any stage and terminate this Contract at the County's sole and absolute discretion by giving written notice to the Consultant.

During a period of suspension, the Consultant shall minimize all fees and expenses relating to the services on the Project that may occur during this period. The County shall pay the Consultant for those fees and expenses in accordance with the Contract that are substantiated as having been reasonably incurred during the suspension period.

The effective date of termination of the Contract shall not be less than seven (7) days after receipt of such notice. Upon receipt of notice to terminate, the Consultant shall take steps to bring the Project to a close and not perform any further work after the termination date. The County shall pay the Consultant for the services provided and expenses incurred in accordance with this Contract up to the effective date, and for any substantiated close-out costs reasonably incurred after the date of termination.

The County shall indemnify and hold harmless the Consultant, its employees and agents from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the County is legally responsible, including those arising out of negligence or willful acts by the County or the County's employees or agents.

This hold harmless provision shall survive this Contract.

CONFLICTS OF INTEREST

1. The Consultant and the Consultant's employees, sub-contractors and agents:
 - (1) Shall conduct their duties related to this Contract with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of the consultant or its employees into question;
 - (2) Shall not influence, seek to influence, or otherwise take part in a decision of the County, knowing that the decision might further their private interests;
 - (3) 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 this Contract, that causes or would appear to cause, a conflict of interest, and

- (4) 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 this Contract, and if such financial interest is acquired during the term of this Contract, the Consultant shall promptly declare it to the County.
2. In the event the Consultant becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the Consultant's performance under this Contract, the Consultant shall immediately disclose such matter to the County in writing.
3. In the event that the County becomes aware of the existence of a pecuniary or other interest that would cause or appear to cause a conflict of interest in carrying out the Consultant's obligation to the County other than by notification, the County may take whatever action the County deems appropriate including the termination of this Contract should the County determine such action appropriate.
4. A breach of the conflict of interest clauses of this Contract constitutes grounds for termination of the Contract, should the County determine such action appropriate.

INFORMATION DISCLOSURE

1. All information provided by either party to the other party is subject to the disclosure and protection provisions of the Freedom of Information and Protection of Privacy Act (Alberta), ("FOIP Act"), as amended, revised or substituted from time to time. The FOIP Act allows any person a right of access to records in the County's custody or control, subject to limited and specific exceptions as set out in the FOIP Act.
2. The Consultant may identify those parts of any submission from the Consultant to the County that the Consultant considers confidential and what harm could reasonably be expected from disclosure. The County does not warrant that this identification will preclude disclosure if disclosure is determined to be required under the FOIP Act.
3. Deliverables produced by the Consultant, which are the property of the County under this Contract, could be considered records under the control of a public body and could therefore also, be subject to the FOIP Act before delivery to the County.
4. Before disclosing to the County any individual's personal information, as defined in FOIP Act, the Consultant shall obtain the consent of the affected individual. The consent must be in writing and must specify to whom the personal information can be disclosed and how the personal information can be used.

OWNERSHIP OF DELIVERABLES AND OF COPYRIGHT

1. Ownership in all Materials including copyright, patent, trade secret, industrial design or trade mark that are made, prepared, developed, generated, produced or acquired under or in relation to this Contract by the Consultant, the Consultant's employees, sub-contractors or his agents, belongs to the County as they are made, prepared, developed, generated, produced or acquired. The Materials shall be delivered to the County the earlier of as specified in this Contract or upon completion or termination of this Contract.
2. The Consultant
 - (i) irrevocably waives in whole all moral rights, and
 - (ii) shall ensure that its employees, sub-contractors and agents irrevocably waive in whole all moral rights, to the Materials made, prepared, developed, generated, produced, or acquired under this Contract and declares that these waivers shall operate in favour of the County and the County's assignees and licensees.

3. PROJECT SCHEDULE

The commencement date for this Contract shall be the date of Execution. The completion date for this Contract shall be **MM/DD/YY** unless amended by mutual consent. The Project shall be completed in accordance with the scope of work which forms part of this Contract. The extension of the completion date assumes no other changes to the terms and conditions of the agreement.

4. FEES AND PAYMENT

The maximum amount payable by the County to the Consultant under the Contract is **[\$X,XXX.XX]** (without GST) **and** must not be exceeded without the express permission of the County, notwithstanding the cost escalation provisions as specified. The total cost includes deletable items totaling **[\$X,XXX.XX]**.

The Consultant shall submit Project and/or Schedule specific invoices with detailed line item costs to the County's representative for authorized services performed in accordance with this Contract.

The County certifies that the purchaser of the services described in this Contract is Lac La Biche County and the GST is to be shown as a separate item on all invoices.

The Consultant shall:

- (a) For the purposes of determining fees by other than a lump sum basis, keep and maintain in accordance with generally accepted accounting principles complete and accurate books, records, and accounts of all costs, expenditures and commitments relating to this Contract and, on two (2) days (or as extended at the discretion of the County) prior notice, provide to the County these documents to examine, audit and take copies and extracts.
- (b) Keep the documents referred to in this clause (a) above for three (3) years following the completion or termination of this Contract.

For services outside of the Scope of Work, the Consultant shall submit a cost estimate to the County's representative. These services and estimate shall be approved in writing by the County's representative prior to any extra work being performed. The estimate may be based on a fee schedule of hourly charge-out rates and a schedule of disbursements shown in the attached Schedule(s), or on a lump sum (all based on original proposal rates).

5. GENERAL PROVISIONS

All plans, drawings, specifications, designs, data, programs and documents prepared under this Contract shall be and remain the exclusive and confidential property of the County. All information pertaining to the Project supplied by the County shall be treated by the Consultant as confidential during as well as after completion of the Project. The Consultant shall not permit any use of such documents for any purpose without the prior express written permission of the County.

The copyright of all technical documentation provided by the County or created during the execution of the Project by the Consultant, his employees or sub-consultants belongs to the County. All such material shall be transferred to the County upon completion of the Project or as required by the County. The Consultant shall have no rights to any invention or apply for any patents for materials developed or conceived through the prosecution of the Project.

For engineering services, the Consultant shall sign, seal, and date all drawings produced under this Contract. The seal shall consist of the APEGA member stamp or seal, and the permit stamp. Design drawings produced by other than the Consultant must also be signed, sealed and stamped by an accredited engineer before being accepted by the Consultant.

The Consultant shall be responsible for all work performed, and review of the Consultant's work by the County shall not relieve the Consultant of any responsibility. Signing of documents by the County's staff does not relieve the Consultant from any responsibility for their work.

A Contract with a sub-consultant does not relieve the Consultant of any obligation under this Contract, nor does it impose any liability upon the County.

The Consultant shall exercise reasonable care in providing the services for the Project and must also achieve a standard of competence of a reasonably skilled person engaged in work in the profession to which the Consultant is engaged to provide services under this Contract.

Force Majeure

Neither the Consultant nor the County shall be deemed to be in default of its obligations under this Contract if and for as long as any delay or non-performance is directly or indirectly caused by or results from events of Force Majeure beyond the control of that party. These events shall include, but not be limited to, strikes, civil disturbances, war, fires, and acts of any government or branch or agency thereof other than any party hereto.

6. INSURANCE REQUIREMENTS

General

The Consultant shall for the duration of this Contract, without limiting its obligations or liabilities herein and at its' own expense, provide and maintain the following insurance coverage in accordance with the Alberta Insurance Act.

The vendor, contractor, or consultant shall provide the County with a certificate of insurance evidencing the following requirements:

- **General Liability** - The vendor, contractor, or consultant will carry general liability insurance coverage with a minimum of \$5,000,000.00 if they are providing goods or services, constructing, renovating, or rebuilding on any property owned by the County. If the project has sub-contractors then a Wrap-Up Liability of \$5,000,000.00 blanket coverage may be required.
- **Non-Owned Automobile** – Under the General Liability coverage any vendor or contractor that is having materials delivered to county property at any time during the project should carry Non-Owned Automobile Liability with a minimum limit of \$5,000,000.00.
- **Commercial Automobile Third Party Liability** - The vendor or consultant will carry a minimum limit of \$5,000,000.00.
- **Professional Liability** – Any consultant, which includes architects and engineers, that is providing services to the County should carry Professional Liability, also referred to Errors and Omissions Insurance with a minimum limit of \$5,000,000.00.
- **Additional Insured** – Anytime a vendor, contractor, or consultant is performing work on behalf of the County, the County will always without exception, be added as an Additional Insured to the General Liability cover.
- **30 Days' Notice of Cancellation** – The County requires notification at least 30 days prior to a cancellation of a General Liability insurance policy carried by any vendor, contractor, or consultant if the policy is being cancelled by the insurer due to the contract not being fulfilled, either by non-payment or non-compliance, by the vendor, contractor, or consultant.

The Consultant shall provide the County with acceptable evidence of all required insurance at the time of execution of this Contract and at any time requested by the County. The Consultant shall require and ensure that each sub-contractor or sub consultant provides evidence of comparable insurance as mentioned in the above bullets.

Worker's Compensation Board and Occupational Health & Safety

The Consultant shall maintain Worker's Compensation Insurance in the amount required by the Workers' Compensation Board for the term of this Contract. In the event the Consultant is performing work as defined in the Occupational Health and Safety Regulations and the Consultant is a proprietor or performs an exempt activity as defined by the Worker's Compensation Board, then the Consultant shall hold and maintain Worker's Compensation Insurance personal coverage throughout the length of this Contract.

The Consultant shall familiarize themselves, their staff and their sub-consultants with the terms of the Occupational Health and Safety Act and Regulations to ensure complete understanding of the responsibilities given and compliance required. The Consultant acknowledges and accepts all of the responsibilities and duties of the "Prime Contractor" as defined in the Occupational Health and Safety Act. The Prime Contractor shall to the extent required by the Occupational Health and Safety Act establish and maintain a Health and Safety system or process to ensure compliance with the Act and Regulations by sub-consultants. The Consultant shall also, to his satisfaction, ensure that any sub-consultants are able to comply with all health and safety regulations before commencing work.

In the event that the worksites of two or more Prime Contractors coincide, it shall be the responsibility of the Prime Contractor of this Contract to coordinate all other Prime Contractors and jointly develop a health and safety system or process for the affected worksite. If two more Prime Contractors for the County cannot agree on a process or system that addresses the safety concerns of all parties, work at the affected worksite shall cease until the dispute is settled by arbitration.

As the County representative on site, the Consultant will arbitrate disputes between Prime Contractors other than those involving his own forces. When a dispute occurs which involves forces of the Consultant, the County will arbitrate the dispute. The arbitrator, after review, will decide which Prime Contractor shall be responsible for resolving the disputed safety issue. Such decision shall be final and binding upon all Prime Contractors.

7. SAFETY CERTIFICATE OF RECOGNITION (COR)

The Consultant shall, for the duration of this Contract, without limiting its obligations or liabilities herein and at its own expense, maintain a valid safety Certificate of Recognition from the Alberta Construction Safety Association or an approved equivalent. A Small Employer's Certificate of Recognition (SECOR) is also considered acceptable. The Consultant will provide a valid Safety Certificate of Recognition for his organization or company from an approved Safety Accreditation Program.

8. CLAIMS

If a situation or occurrence arises between the County and the Consultant, in connection with or arising out of the Contract or the execution of the Project, which results in a difference of opinion between the parties as to payment or compensation required under the Contract such a situation or occurrence will be considered a Claim.

Where the County or Consultant considers that a Claim has arisen under the Contract, the County or Consultant shall issue a Notice of Claim to the other party. A Notice of Claim shall be in writing and shall state the details of the Claim.

A Notice of Claim shall be served as soon as possible after the occurrence of the circumstance giving rise to the Claim and not later than seven (7) days after the occurrence of the circumstance or the claimant becoming aware of the circumstance. Failure to serve a Notice of Claim within this prescribed time period will prejudice the claimant's right to proceed with the Claim, unless the claimant can demonstrate that such delayed Notice did not prejudice the ability of the other party to take action to minimize any additional costs resulting from the Claim.

The Claimant shall maintain such records as may be necessary to support a claim, that the other party shall have the right to inspect.

Both parties shall make bona fide efforts to resolve a claim. Attempts to resolve claims shall sequentially follow the County's administrative review structure as follows:

1. Senior Manager of Public Works
2. Chief Administrative Officer

9. SUCCESSORS AND ASSIGNMENT

This Contract shall apply to and be binding on both parties and, except as provided below, their executors, administrators, successors and assigns.

If the Consultant is an individual and dies or becomes incapacitated before the Project has been completed, this Contract shall be deemed cancelled as of the date of his death or incapacity, and the County shall pay for the services rendered and disbursements made to the date of cancellation.

10. ADDRESSES OF PARTIES

Notices or communications required or desired to be given pursuant to this Contract may be given to the County by delivery to or by mail addressed:

[Name]

[Title]

Lac La Biche County
Box 1679
13422 Hwy 881
Lac La Biche, AB T0A 2C0

Notices or communications required or desired to be given pursuant to this Contract may be given to the Consultant by delivery to or by mail addressed:

[Name]

[Company Name]

[Address]

Either party may change its address by advising the other party in writing. Proof of the giving of any notice not sent by registered mail shall be on the party giving the same. Notices mailed shall be deemed to have been given at the time they would be delivered in the ordinary course of mailing.

IN WITNESS WHEREOF this Contract has been executed by the parties hereto:

SIGNED AND SEALED

By:

**CONSULTANT'S AUTHORIZED
REPRESENTATIVE
SIGNATURE**

PRINTED NAME

DATE

SIGNED AND SEALED

By:

**SHADIA AMBLIE
LAC LA BICHE COUNTY
CHIEF ADMINISTRATIVE OFFICER**

DATE