



Request for Proposals

For

**Engineering Consulting Services for
Sanitary Sewer Rehabilitation**

Request for Proposals No.: **P201123EN**

Issued: **November 24, 2020**

Submission Deadline: **December 15, 2020 at 14:00:00 local time**

Posted to: Alberta Purchasing Connection at www.purchasingconnection.ca
Parkland County website at www.parklandcounty.com/Bids

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation by Parkland County (the “County”) to prospective proponents to submit proposals for the provision of engineering design and construction project management services for a Sanitary Sewer Rehabilitation project on 52nd Street in the Hamlet of Entwistle, Alberta as further described in PART 4 – RFP Particulars (the “Deliverables”).

Parkland County is a rural municipality located immediately west of Edmonton. Covering an area of 242,595 hectares (599,500 acres), it is one of the largest in size and one of the highest populated of all rural municipalities in Alberta. Parkland County has grown to a community of over 30,000 people and has seen generations of families continue to enjoy country living.

For the purposes of this procurement process, the “County Contact” shall be:

County Contact: Terry-Lynn Heritage, Supervisor, Procurement Services
Email: terry-lynn.heritage@parklandcounty.com

1.2 Type of Contract for Deliverables

The selected proponent will be requested to enter into negotiations for an agreement with Parkland County for the provision of the Deliverables in the form attached as Appendix A to the RFP. It is Parkland County’s intention to enter into the Form of Agreement based on that attached as Appendix A to the RFP with only one legal entity. The term of the agreement is anticipated to commence upon contract execution and will conclude on April 2021 for Phase 1 Work, as outlined in this RFP, with an option in favour of Parkland County to extend the agreement on the same terms and conditions for up to two additional single year terms pending budget approval.

1.3 No Guarantee of Volume of Work or Exclusivity of Contract

Parkland County makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. Parkland County may contract with others for the same or similar Deliverables to those described in the RFP or may obtain the same or similar Deliverables internally.

[End of Part 1]

PART 2 – EVALUATION OF PROPOSALS

2.1. Timetable and Submission Instructions

Proponents should submit their proposals according to the following timetable and instructions.

2.1.1 Timetable

Issue Date of RFP	November 24, 2020
Deadline for Questions	December 3, 2020 at 16:30 hrs local time
Deadline for Issuing Addenda	December 8, 2020
Submission Deadline	December 15, 2020 at 14:00:00 hrs local time
Rectification Period	Five Business Days from Notification of Rectification
Anticipated Date for Issuance of Invitation to Commence Negotiations	January 4, 2021

The RFP timetable is tentative only, and may be changed by Parkland County at any time.

2.1.2 Proposals Should Be Submitted in Prescribed Manner

Proponents should submit an electronic copy of their proposal (in PDF or Word format) as an email attachment to the County Contact at terry-lynn.heritage@parklandcounty.com. To ensure receipt of their proposal, proponents may also send a second email to the County Contact to confirm delivery.

Proposals are to include the RFP title and number (see RFP cover) in the e-mail subject line. The body of the e-mail should contain the legal name and return address of the proponent, and identify the Submission Deadline.

2.1.3 Proposals Should Be Submitted on Time at Prescribed Location

A proponent may, at its option, email the County Contact prior to the Submission Deadline to declare their intent to respond to the RFP. In the event a response is not received as scheduled, the County may provide those proponents who have given such prior notice one additional Business Day to effect the delivery of their responses. The Submission Deadline shall be deemed to be adjusted accordingly for the purpose of accepting those responses. For the purposes of this Section, "Business Day" means any working day between 8:30 a.m. and 4:30 p.m., Monday to Friday inclusive, but excluding statutory and other holidays that the County has elected to be closed for business. Responses received after the Submission Deadline, without prior email notification as detailed above, will be rejected.

2.1.4 Amendment of Responses

Proponents may amend their responses prior to the Submission Deadline by submitting the amendment by email, prominently marked with the RFP title and number and the full legal name and return address of the proponent to the email address set out above. Any amendment should clearly indicate which part of the response the amendment is intended to amend or replace.

2.1.5 Withdrawing Proposals

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the County Contact via email and must be signed by an authorized representative. Parkland County is under no obligation to return withdrawn proposals.

2.2 Stages of Proposal Evaluation

Parkland County will conduct the evaluation of proposals in the following four stages:

2.2.1 Stage I

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an

opportunity to rectify any deficiencies. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that Parkland County issues its rectification notice to the proponent.

2.2.2 Stage II

Stage II will consist of a scoring by Parkland County of each qualified proposal on the basis of the rated criteria in accordance with Part 4 – RFP Particulars – Section 4.3 (Rated Criteria).

2.2.3 Stage III

Stage III will consist of a scoring of the pricing submitted. The evaluation of price will be undertaken after the evaluation of mandatory requirements and any rated requirements has been completed. Proponents should refer to the Rate Bid Form in Part 4 – RFP Particulars – Section 4.4 (Evaluation of Pricing) and Appendix G – Rate Bid Form.

2.2.4 Stage IV

At the conclusion of Stage III, all scores from Stage II and Stage III will be added and the highest ranking proponent(s) may be invited to participate in an interview process at Parkland County offices. Proponents are to ensure that the individual identified as the project lead in their submission is in attendance during the interview. Scores may be adjusted following the interview process and the highest scoring proponent will be selected for contract negotiations in accordance with Part 3.

2.3 Stage I – Mandatory Requirements, Submission and Rectification

2.3.1 Submission and Rectification Period

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Proponents submitting proposals that do not meet the mandatory requirements will be provided an opportunity within the Rectification Period to rectify any deficiencies.

2.3.2 Mandatory Forms

Each proposal must include the following forms:

- (a) **Submission Form (Appendix F)** completed and signed by an authorized representative of the proponent.
- (b) **Rate Bid Form (Appendix G)** completed according to the instructions contained in the form.
- (c) **Reference Form (Appendix H)** completed according to the instructions contained in the form.

2.3.3 Other Mandatory Requirements

a) Safety Prequalification

Contracts will be awarded to proponents who, prior to the Submission Deadline, possess a valid Certificate of Recognition (“COR”) which is relevant to their industry and which is recognized by Alberta Human Resources and Employment, Workplace Health and Safety.

Proponents are advised that a small employer’s certificate of recognition (for employers with less than ten employees) is not considered acceptable.

For proponents who have not obtained a Certificate of Recognition, a valid Temporary Letter of Certification (“TLC”) issued by the Alberta Construction Safety Association (“ACSA”) will be considered. Parkland County may confirm that the proponent possesses a COR or a valid TLC through the Alberta Construction Safety Association.

It is the proponent's responsibility to ensure his registration in the program is properly documented with the Alberta Construction Safety Association and the County will assume no liability for errors or omissions by the Alberta Construction Safety Association in this regard.

Prospective proponents who do not possess a COR and wish to obtain information about obtaining a COR or TLC for future opportunities, are advised to contact:

Alberta Construction Safety Association
www.acsa-safety.org

b) APEGA Certification

Proponents shall provide proof of registration with APEGA and attach a copy of their valid Permit to Practice.

2.3.4 Rectification Period

Proposals satisfying the mandatory requirements during the Rectification Period will proceed to Stage II. Proposals failing to satisfy the mandatory requirements will be excluded from further consideration.

2.4 Tie Score

In the event of a tie score, the selected proponent will be the highest scoring proponent in the rated criteria excluding price.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable section numbers of the RFP where that request was made.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 County's Information in RFP Only an Estimate

Parkland County and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general size of the work. It is the proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

3.1.4 Proponents Shall Bear Their Own Costs

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising the RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the County Contact on or before the Deadline for Questions. All questions submitted by proponents by email to the County Contact shall be deemed to be received once the email has entered into the County Contact's email inbox. No such communications are to be directed to anyone other than the County Contact. Parkland County is under no obligation to provide additional information.

It is the responsibility of the proponent to seek clarification from the County Contact on any matter it considers to be unclear. Parkland County shall not be responsible for any misunderstanding on the part of the proponent concerning the RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

The RFP may be amended only by an addendum in accordance with this section. If Parkland County, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of the RFP.

Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by Parkland County. In the Submission Form (Appendix F), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If any addendum is issued after the Deadline for Issuing Addenda, Parkland County may at its discretion extend the Submission Deadline for a reasonable amount of time.

3.2.4 Verify, Clarify and Supplement

When evaluating responses, Parkland County may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. Parkland County may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

3.2.5 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

3.2.6 Proposal to Be Retained by Parkland County

Parkland County will not return the proposal or any accompanying documentation submitted by a proponent.

3.2.7 Litigation

Pursuant to Parkland County *Council Policy C-AD35 – Impending Legal Action*, suppliers who have initiated legal proceedings against Parkland County are ineligible to submit a proposal in response to this RFP. For further information, please contact the County Contact.

3.3 Negotiations, Notification and Debriefing

3.3.1 Selection of Top-Ranked Proponent

The top-ranked proponent, as established under Part 2 – Evaluation of Proposals, will receive a written invitation to enter into direct contract negotiations with Parkland County.

3.3.2 Timeframe for Negotiations

Parkland County intends to conclude negotiations with the top-ranked proponent within 30 days commencing from the date Parkland County invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Submission Form (Appendix F) of the RFP Particulars, provide requested information in a timely fashion, and to conduct its negotiations expeditiously.

3.3.3 Process Rules for Negotiations

Any negotiations will be subject to the process rules contained in this Part 3 – Terms and Conditions of the RFP Process and the Submission Form (Appendix F) and will not constitute a legally binding offer to enter into a contract on the part of Parkland County or the proponent. Negotiations may include requests by Parkland County for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by Parkland County for improved pricing from the proponent.

3.3.4 Terms and Conditions

The terms and conditions found in the Form of Agreement (Appendix A) are to form the starting point for negotiations between Parkland County and the selected proponent.

3.3.5 Failure to Enter Into Agreement

Proponents should note that if the parties cannot execute a contract within the allotted 30 days, Parkland County may invite the next-best-ranked proponent to enter into negotiations. In accordance with the process rules in this Part 3 – Terms and Conditions of the RFP Process and the Submission Form (Appendix F), there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, Parkland County may elect to initiate concurrent negotiations with the next-best-ranked proponent. Once the above-noted timeframe lapses, Parkland County may discontinue further negotiations with the top-ranked proponent. This process shall continue until a contract is formalized, until there are no

more proponents remaining that are eligible for negotiations or until Parkland County elects to cancel the RFP process.

3.3.6 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations may be so notified at the commencement of the negotiation process. Once a contract is executed between Parkland County and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

3.3.7 Debriefing

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the County Contact and must be made within 30 days of notification of award.

3.3.8 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written notice to the County Contact within 60 days of notification of the outcome of the RFP process, and Parkland County will respond in accordance with its procurement protest procedures. Proponents are advised that the County's protest procedures are separate and distinct from the dispute resolution process under applicable trade agreements. If a proponent wishes to dispute a matter or bring a complaint under an applicable trade agreement, the proponent must follow the process set out in the trade agreement, which may differ from the process described here.

3.4 Prohibited Communications and Confidential Information

3.4.1 Prohibited Proponent Communications

The proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix F). For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix F).

3.4.2 Proponent Not to Communicate with Media

A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the County Contact.

3.4.3 Confidential Information of County

All information provided by or obtained from Parkland County in any form in connection with the RFP either before or after the issuance of the RFP

- (a) is the sole property of Parkland County and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract;
- (c) must not be disclosed without prior written authorization from Parkland County; and
- (d) shall be returned by the proponents to Parkland County immediately upon the request of Parkland County.

3.4.4 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Parkland County. The confidentiality of such information will be maintained by Parkland County, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to Parkland County's advisers retained for the purpose of evaluating or participating in

the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the County Contact.

3.4.5 Inappropriate Conduct

Parkland County may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) the submission of proposals containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by Parkland County, that constitutes a Conflict of Interest. Parkland County may also disqualify a proponent for any conduct, situation or circumstance that constitutes a Conflict of Interest in respect of this RFP process, as solely determined by Parkland County. For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix F).

3.5 Procurement Process Non-binding

3.5.1 No Contract A and No Claims

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the proponent nor Parkland County shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

3.5.2 No Contract until Execution of Written Agreement

The RFP process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and Parkland County by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.5.3 Non-binding Price Estimates

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

3.5.4 Disqualification for Misrepresentation

Parkland County may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

3.5.5 References and Past Performance

Parkland County's evaluation may include information provided by the proponent's references and may also consider the proponent's past performance on previous contracts with Parkland County or other institutions.

3.5.6 Cancellation

Parkland County may cancel or amend the RFP process without liability at any time.

3.6 Governing Law and Interpretation

3.6.1 Governing Law

The terms and conditions in this Part 3 – Terms and Conditions of the RFP Process (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.

[End of Part 3]

PART 4 – RFP PARTICULARS

4.1 THE DELIVERABLES

4.1.1 Purpose

Parkland County is seeking proposals from qualified professional engineering consulting firms to provide engineering design and construction project management services for the a Sanitary Sewer Rehabilitation project on 52nd Street in the Hamlet of Entwistle, Alberta. Engineering consulting services include Conceptual Design for rehabilitating (restoring, replacing etc.) the existing Sanitary Sewer, with consideration given, pending budget approval, to providing services relative to a Detailed Design and Tender phase, and Construction Supervision Service phase.

4.1.2 Background

There is approximately 250m of deep sanitary gravity sewer main between Manhole 4 and Manhole 6, along 52nd Street that was installed in 1957. The original as-builts of this sewer main are in Appendix B – 1957 Original Construction As-builts. This gravity sewer ranges from approximately 4.5m – 6.5m deep, has a shallow 0.28% slope and approximately 17 service connections (to be confirmed by the consultant). The main has a history of requiring additional maintenance for debris and grease build-up due to the shallow slopes. See Figure 1.0 for the overall location and Figure 2.0 for the sanitary sewer conditions and attributes. The study area includes the sanitary sewer between Manhole 4 and 6.

In 2014 Parkland County hired AECOM to produce an Entwistle Infrastructure Assessment, which is included in Appendix C. As part of the assessment a closed circuit television (CCTV) pipe inspection was conducted to assess the structural condition of the sanitary sewer system. In this report, the mains from Manhole 4 to 5, Manhole 5 to 6 and Manhole 6 to 7 were recommended for rehabilitation. In 2017 the main from Manhole 6 to Manhole 7 was Cured-in placed-pipe (CIPP) lined.

The mains from Manhole 4 to 5 and Manhole 5 to 6 were CCTV again in 2018. The main between Manhole 4 and Manhole 5 was in poor condition and the main between Manhole 5 and 6 was in critical condition. The summary of this CCTV report is found in Appendix D. Actual video files will be provided to the successful consultant. The main between manhole 4 and 6 was CCTV'd again in November of 2020, and this CCTV report and video will be available in December 2020 and will be provided to the successful proponent.

In 2003 the old outfall to the old lagoon was abandoned and a new sewage outfall was constructed to a sewage lift station. Manhole 04A was constructed as part of this work. This manhole is an approximate 3.75m drop manhole. As-builts of this work are in Appendix E.

52nd Street has an approximately 10.7m right of way that has several utilities including water, sanitary, ATCO gas (to be confirmed), telephone (to be confirmed), fiber (to be confirmed), Fortis power poles and streetlights. A schematic of the utilities is shown in Figure 3.0 Existing Infrastructure. All existing infrastructure must be confirmed by the consultant.

52nd Street is also the primary access for most of the properties along the Street including a senior housing center. Access must be maintained, or temporary off site living arrangements made, through construction, particularly for those homes on the west side of 51 Street as the homes on the east side can access off 51 Street. There may be an opportunity to access 51 Street from the north school yard, but this would need to be confirmed during the design process.

In lieu of project photos, please note the project area can be seen though google maps street view.

4.1.3 Scope of Work

The Scope of Work consists of providing conceptual and detailed engineering design, tender and contract document preparation, tender evaluation and recommendation, construction administration, cost control

during construction, construction supervision and quality assurance as well as post construction and warranty services related to the 52nd Street Sanitary Sewer Rehabilitation in Entwistle.

The County has divided the project into three phases:

- **Phase 1** – Conceptual engineering phase will start in 2021 and must be complete by April 30, 2021.
- **Phase 2** – Detailed engineering design August 31, 2021 and tender preparation shelf ready October 31, 2021. Pending further funding approval, this phase will be completed in 2021.
- **Phase 3** – Tender posting by County late 2021 or early 2022. Consultant to provide tender administration, evaluation and recommendation, Contract Document Preparation, project management and engineering support during construction, post construction and warranty services. Pending further funding approval, with construction fully completed in 2022.

Budget is currently approved for advancement into Phase 1 in 2021. Phases 2 and 3 will be awarded subject to additional budget approvals by Parkland County Council. Parkland County reserves the right to defer or cancel any phases and provides no guaranteed work following the award of Phase 1.

The Consultant will be responsible for providing monthly status updates throughout Phase 1, Phase 2 and Phase 3 that shall track the status and development of key areas, and items that have a significant impact on project delivery.

Parkland County's goal is to see the project completed on time, on budget with no change orders during consulting or construction. The required engineering phases and tasks include but are not limited to:

4.1.3.1 Phase 1 – Conceptual Engineering Design

This phase of the work shall include but is not limited to:

- i. Reviewing CCTV information and site reconnaissance;
- ii. Producing a conceptual design report that includes straightforward (cost and practicality wise) recommendations for the restoring, repairing and/or replacement of the sanitary sewer main between Manhole 4 and 6;
 - a. The Consultant shall consider several options for the rehabilitation and, based on their expertise and experience with similar solutions, provide the most cost effective and easily constructible method for restoring, repairing or replacing the sewer main in this restricted working area. Trenchless, trenched and innovative technology options such as pipe bursting can all be considered. Twinning or pipe realignment can also be considered. Options should be discussed in the report and a final recommendation provided, in consultation with Parkland County. Options should consider and be evaluated based on factors such as:
 - i. Cost effectiveness
 - ii. Constructability and suitability of the method;
 - iii. Past performance of the repair method;
 - iv. Construction duration and timing (summer/winter);
 - v. Potential bypass pumping;
 - vi. Potential sewer realignment;
 - vii. Depth and slope of the sanitary sewer;
 - viii. Private landowner impacts (both to land and structures);
 - ix. Maintaining access to landowner properties particularly on west side of 52nd Street;
 - x. Reinstatement and/or replacement of service connections;
 - xi. Surface and road rehabilitation;
 - xii. Existing utilities;
 - xiii. Construction duration;

- xiv. Contractor availability and ability with the repair method;
 - xv. Considering impacts to shallow utilities;
 - xvi. Life-cycle;
 - xvii. Any permits or approvals that maybe required;
 - xviii. Risk factors; and
 - xix. Any other criteria deemed appropriate by the Consultant or Parkland County through the conceptual design process.
- iii. Once the recommended repair method is selected and agreed upon between Parkland County, based on the factors listed above, the Consultant shall include in the final conceptual design report:
- a. A preliminary cost estimate;
 - b. Identify areas of temporary workspace and areas of any potential future easements. Produce Individual Ownership plans for any area required outside Parkland County owned land. Individual ownership plans will be prepared on an 8.5" X 11" paper and at a minimum must show: existing and proposed property lines, the area of land acquisition/temporary workspace required for the parcel, and lot numbers of quarter section descriptions;
 - c. Risk factors with the repair method and how the County can mitigate them; and
 - d. Recommendation on how much contingency to carry for budgeting purposes;

4.1.3.2 Phase 2 – Detailed Design and Tender Phase

Providing the anticipated budget for 2021 is approved, Phase 2 project work may proceed and will include:

4.1.3.2.1 Detailed Engineering Design and Tender Preparation

This Detailed Engineering Design Phase of the work shall include, but is not limited to:

- i. Geotechnical Investigation as required. The proponent shall indicate in their proposal if a geotechnical investigation is required. If a geotechnical investigation is required, the scope, costs and reasoning shall be clearly identified.
- ii. Detailed topographical survey.
- iii. Producing detailed drawings for the Sanitary Sewer Rehabilitation. Drawings must include, plan, profile, cross sections, typical details, landscape and reclamation plans (include road profile as required), work zones, excavation limits as applicable, temporary laydown/storage area(s), existing utilities, existing buildings, existing surface improvements (such as private fences, private flower beds etc.), location of existing surface improvements with respect to property lines, temporary infrastructure and any other information required for the contractor to bid and construct.
- iv. Confirmation of any temporary workspace, potential conflicts with public or private surface improvements and potential future easements identified in Phase 1. Update IOP's as required.
- v. Provide a list and drawing of any potential private property impacts for discussion with landowners. Any temporary workspace agreements or easements will be obtained by Parkland County.
- vi. Obtain all necessary regulatory permits and/or approvals.
- vii. Obtain all necessary crossing agreements and facility any utility relocations that maybe required.
- viii. Level C cost estimate as per Alberta Transportation Standards including materials and volume estimate reports

The Detailed Engineering design phase will include a \$20,000 cash allowance for hydrovac. This allowance shall include coordination, disposing of hydrovac waste, survey of hydrovac locations, filling hydrovac holes as well as obtaining any required crossing or proximity agreements or permits required for hydrovacating.

The Detailed Engineering Design phase should also include a provisional item for a public information session prior to construction. Depending on COVID protocol that is in place at the time, the County and consultant will decide if a public information session can be held at the Entwistle Community Hall in Entwistle. If a public session cannot be held, other alternatives such as supplying and distributing an

information circular will be explored. Only those directly impacted by the construction along 52 Street would be in attendance or contacted through the circular.

4.1.3.2.2 Tender Preparation

The Tender Preparation Phase of the work shall include, but is not limited to:

- i. Create a tender package using CCDC template for general conditions.
- ii. Formulate technical specifications, measurement and payment, supplementary general conditions, special provisions, bid form etc.
- iii. The Special provisions of the contract must include specific site related guidance on activities such as: access, laydown, bypass pumping requirements etc.

4.1.3.3 Phase 3 – Construction Supervision Services

Providing the anticipated budget is approved for 2022, Phase 3 project work may proceed and will include:

4.1.3.3.1 Tender Administration, Evaluation and Contract Document Preparation

Identify in detail all proposed work that will be completed for tender preparation, administration, evaluation and contract documentation preparation that will be completed during this task including, but not limited to:

- (a) Answering Contractor's questions during tendering process/ other administration as required during the tender process. This will include drafting an addendum memo summarizing and answering all questions asked by Contractors during the tendering period;
- (b) Tender evaluation is to include the evaluation of all bids including at minimum;
 - i. Confirming compliance with the mandatory submission items.
 - ii. Performing mathematical checks.
 - iii. Providing an evaluation tender award recommendation letter and mathematical check table that identifies any discrepancies between the submitted bid items pricing and corrected bid items pricing.
 - iv. Explain discrepancies from Consultant's estimate.
- (c) Preparing four (4) hard copy sets of contracts and construction drawings, three (3) for Parkland County and one (1) for the Contractor.

4.1.3.3.2 Project Management and Engineering Support during Construction

Identify in detail all proposed work that will be completed during project management and engineering support during construction including but not limited to:

- (a) Facilitating any pre-construction meeting(s).
- (b) Overseeing construction and providing construction and contract administration including but not limited to:
 - i. Liaising with County inspectors;
 - ii. Liaising with third party stakeholder such as landowners, others.
 - iii. Resolving issues or conflicts that may arise with the Contractor and/or the third party stakeholders;
 - iv. Utility coordination and pipeline coordination;
 - v. Survey layout and survey to produce construction record drawings;
 - vi. Materials testing;
 - vii. Review of project plans and schedule updates;
 - viii. Provide project quality assurance and quality control practices;
 - ix. Ensuring specification compliance;
 - x. Providing technical support;
 - xi. Review of shop drawings;

- xii. Review of Environmental Construction Operation (ECO) plans, commissioning plan, traffic accommodation plans and other submission for completeness;
 - xiii. In-field re-design as required;
 - xiv. Assess, review, and recommend for payment progress payments submitted by the Contractor using Parkland County's template documents;
 - xv. Assess, review, recommend and prepare any contract change orders submitted by or requested by the Contractor;
 - xvi. Quantity assurance and tracking, including survey re-measurements for quantity calculation purposes;
 - xvii. Prepare weekly construction progress reports that shall include summary of work completed, daily weather, photos, materials testing results, etc. Include percent deviation from original schedule, quality over-run review, and percent deviation from tender, key issues encountered, safety summary, etc.; and
 - xviii. Attend regular construction meetings with Contractor and the County. Meeting schedule will vary depending upon stage of work, produce meeting minutes.
- (c) Provide experienced onsite construction supervision for the duration of this project to meet the needs of the construction project. The proponent is to assume 6 months of construction supervision for bid, upon completion of the phase 2 construction duration will be further quantified; The successful consultant will be paid based on actual construction duration.

4.1.3.3.3 Post Construction Services and Warranty Services

Identify in detail all proposed work that will be completed during post construction services and warranty services including but not limited to:

- (a) Review Operation and Maintenance manual submitted by the Contractor;
- (b) Review and recommend for payment and post construction or warranty related invoices submitted by the Contractor;
- (c) Prepare the Substantial Performance inspections and the Total Performance (post-warranty) Inspection. The proponent will be expected to conduct the warranty inspection and provide administration of warranty repairs following the conclusion of the two (2) year warranty period;
- (d) Complete record drawings. Consultant shall ensure accuracy of vertical profile since as-builts may be referenced during future road design;
- (e) Final details package including:
 - i. Design and actual contract quantities and costs, any cost overruns, contract extensions or extra work. Reasons for any significant variations in quantities and cost;
 - ii. Photos of key activities;
 - iii. Summary/commentary of the key project issues that were encountered during design and construction and how they were resolved;
 - iv. Summary/commentary on the materials testing results;
 - v. Suggested specification changes on any problems encountered with the current specifications; and
 - vi. Comments on Contractor's performance and recommendations;

The Post Construction Services phase will include a \$20,000 cash allowance for legal survey and registration at the land office.

The provision of the Deliverables will be governed by the terms and conditions set out in Appendix A.

4.2 MATERIAL DISCLOSURES

4.2.1 Reference Materials and Design Standards

The following reference materials and standards are available to the proponent to assist in preparing their response and for identifying project references in this RFP that demonstrate past experience with similar work. The selected Consultant will be required to adhere to the standards below depending on the project scope:

- Parkland County Engineering Design Standards, available at www.parklandcounty.com;
- Alberta Environment Standards and Guidelines for Municipal Waterworks, Wastewater and Storm Drainage Systems;
- As-Builts (attached as Appendix B and Appendix E);
- CCTV Report Summary (attached as Appendix D); and
- Entwistle Infrastructure Assessment, AECOM, 2014 (attached as Appendix C).

The County has the following background information, in addition to what is provided in this RFP, that will be made available to the successful proponent:

- a. 2019 LIDAR information. Please note that LIDAR information is significantly accurate and therefore may take a substantial time to download and process. Below are the specifications of the LIDAR that will be supplied

Parameter	Desired
Overlap (%)	Minimum - 50%
Average Point Density (returns/m ²)	Minimum – 5 returns/m ²
Vertical Accuracy (cm)	Maximum - +/- 12cm
Horizontal Accuracy (cm)	Maximum - +/- 30cm

- b. Historical (2004, 2007, 2009, 2011, 2013, 2015 and 2017) air photos
- c. Base GIS information
- d. CCTV videos from 2018
- e. CCTV video from 2020

The County does not have any geotechnical information along 52 Street, however geotechnical logs are part of the 2003 Sanitary Sewer Outfall Replacement As-builts in Appendix E.

4.2.2 Project Schedule

Parkland County anticipates the following timelines:

Phase One – Conceptual Engineering Design Services

- RFP award first week of January 2021
- Conceptual design completed April 31, 2021

Phase Two – Detailed Design and Tender Phase Services

- Detailed design completed August 31, 2021
- Tender completed shelf ready October 31, 2021
- Tender posting by County late 2021 or early 2022

Phase Three – Construction Supervision Services

- Construction completion complete by 2022
- Post construction services immediately following construction
- Warranty services based on a 2 year warranty

Proponents are to provide a project schedule based on this timeframe.

4.2.3 Project Team

Project team members identified are to remain on the project until completion. Any changes in project team members will be subject to Parkland County’s approval, and the Consultant shall ensure such changes do not negatively impact the quality of the deliverables and project timelines.

4.3 RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to Stage III of the evaluation process.

	Points Scale	Minimum Threshold	Points Weighting	Total Available Points
Rated Criteria Category				
Demonstrated Experience and Project Team	0 to 5	3	X3	15
Project Understanding and Proposed Methodology	0 to 5	3	X5	25
Project Administration and Schedule	0 to 5	3	X3	15
Health and Safety	0 to 5	2	X2	10
Total Points (excluding price)				65
Pricing	N/A	N/A	N/A	35
Total Points				100

Points shall be awarded on a scoring scale of 0 to 5. Points could be modified depending upon reference checks and other independent information subsequently received and confirmed. Partial scores or scores not defined below will not be used. The range is defined as follows:

5	Fully exceeds expectations, proponent clearly understands the requirement, excellent probability of success
4	Somewhat exceeds expectations; high probability of success
3	Fully meets expectations; proponent has good understanding of requirement, negligible weakness or deficiencies good probability of success
2	Partially meets expectations; minor weakness or deficiencies, fair probability of success
1	Does not meet expectations or demonstrate understanding of the requirements, major weakness or deficiencies, low probability of success
0	Lack of response or complete misunderstanding of the requirements, no probability of success

Following is a description and framework for the Rated Criteria Categories above. Proponent shall refer to Part 4 Proposal Format when completing the submission to ensure all requested information is provided to assist in the evaluation.

4.3.1 Demonstrated Experience and Project Team

This criterion will be evaluated on the following:

- (a) Defined roles and responsibilities of the proponent and any of its agents, employees and sub-consultants who will be involved in providing the deliverables as described in this RFP;
- (b) Description of how the proponent plans on allocating project team resources and relevant respective expertise;
- (c) Suitability and structure of the organizational chart;
- (d) Qualifications, experience, knowledge, skills, suitability and capacity of project team;
- (e) Proponents experience providing similar deliverables as described in this RFP;
- (f) Suitability and relevance of reference projects submitted as it relates to the deliverables; and
- (g) The performance of the proponent on the reference projects submitted. The County may contact the references and use this information in the evaluation process.

4.3.2 Project Understanding and Proposed Methodology

The criterion for this category will be evaluated as follows:

- (a) Demonstrated understanding of the overall project and the deliverables;
- (b) Overview of the scope of services required to complete this project and the quality, completeness, suitability and relevance of the proposed methodology and key deliverables for completing the project;
- (c) Demonstrated identification and understanding of key issues/challenges and overall approach to manage the project scope as well as a proposed approach to mitigate risks identified;
- (d) Identification of scope items that may not be identified in this RFP but are essential for the successful completion of the project; and
- (e) Identification of proven methodologies or techniques successfully employed on past similar projects.

4.3.3 Project Administration and Schedule

The criterion for this category will be evaluated as follows:

- (a) The suitability, structure and completion date of the schedule;
- (b) The proposed meeting schedule and frequency;
- (c) The suitability and completeness of the plan to mitigate cost overruns and possible change orders; and
- (d) The quality and suitability of the of quality assurance processes.

4.3.4 Health and Safety

- (a) The quality, completeness, suitability and relevance of the Health and Safety manual TOC;
- (b) The proponent's response to COVID-19;
- (c) The score of the proponents' WCB report card and/or Premium Rate Statement; and
- (d) The proponent's demonstrated commitment to health and safety.

4.4 EVALUATION OF PRICING

Proponents shall review and complete the Rate Bid Form at Appendix G.

Pricing will be scored based on a relative pricing formula using the rates set out in the Rate Bid Form.

Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on by dividing that proponent's price for that category into the lowest bid price in that category. For example, if a proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that proponent receives 100% of the possible points for that category ($120/120 \times 100 = 100\%$). A proponent who bids \$150.00 receives 80% of the possible points for that category ($120/150 \times 100 = 80\%$), and a proponent who bids \$240.00 receives 50% of the possible points for that category ($120/240 \times 100 = 50\%$).

$$\frac{\text{Lowest rate}}{\text{Second-lowest rate}} \times \text{Total available points} = \text{Score for proposal with second-lowest rate}$$

$$\frac{\text{Lowest rate}}{\text{Third-lowest rate}} \times \text{Total available points} = \text{Score for proposal with third-lowest rate}$$

And so on, for each proposal.

4.5 PROPOSAL FORMAT

Proposals shall contain the following:

1. **Mandatory Documents** – as described in Section 2.3.2 of this RFP.
2. **Demonstrated Experience and Expertise** listing the proponent's related experience and expertise with similar projects within the past five years. The list shall be chronologically ordered, starting with the most recent. See Appendix H for the reference form.
3. **Project Team** details should include the following:
 - organization chart indicating how the proponent will structure their proposed project team;
 - a full description of each project team member's involvement on the project, including sub-Consultants;
 - a resume or staff profile that lists education, training, certifications, employment history, and related experience on similar projects;
 - identification of past project experience the Proponent has with proposed sub-Consultants;
 - a breakdown by percentage of the amount of time each proposed team member will spend on the project; and
 - address the capacity and commitment of the project team members.
4. **Project Understanding and Proposed Methodology** detailing the proponent's ability to satisfy, at minimum, all aspects of the project as outlined in this RFP. This should include but is not limited to:
 - Outline the Scope of Work, methods and tasks that the Proponent proposes to complete the project;
 - Details of the site reconnaissance visit and what information and photos will be collected;
 - Details of how the CCTV reports, videos and other relevant reports will be analyzed in order to formulate recommendations as requested in this RFP;
 - Potential challenges and risks that may arise on the project and outline a plan to mitigate them; and

- Any other information that demonstrates the Proponent's understanding and methodology of the project.

In addition, proponents are required to review, in detail, Appendix A - Form of Agreement, to ensure that obligations and requirements under this section are also met

5. Project Administration and Schedule for completing the Scope of Work for this RFP Project administration and schedule should include but is not limited to:

- Detail proposed meetings, reporting methods and reporting periods. Proposals should indicate anticipated meeting frequency;
- A schedule indicating the start date, completion date, submission deadlines and major milestones of the project;
- Proposed timelines for required meetings with Parkland County staff to review project status and deliverables;
- A plan to mitigate cost overruns and possible change orders; and
- The proponent's quality assurance processes.

6. Health and Safety details should include the following:

- Demonstrated health and safety program, including a copy of the table of contents from the proponent's corporate safety manual;
- A copy of the proponent's WCB report card;
- Details regarding the proponent's response to COVID 19;
- Acknowledgment of Parkland County's flash reporting requirements as outlined in Exhibit A; and
- Any other health and safety information the proponent has available to demonstrate a commitment to health and safety.

7. Pricing shall be provided as outlined in Appendix G – Rate Bid Form of this TOR.

8. Forms must be included in the proposal as follows:

- Submission Form (Appendix F) completed and signed by an authorized representative of the proponent;
- Rate Bid Form (Appendix G) completed; and
- Reference Form (Appendix H) completed.

[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

The Form of Agreement for Consulting Services covered in this RFP, and to be executed between Parkland County and the successful proponent, is attached hereto as Appendix “A” to this RFP and is subject to change from time to time. Although the final wording of the provisions may be subject to negotiation, proponents should be prepared to enter into an Agreement to include the provisions as described in Appendix “A”.



THIS CONSULTING SERVICE AGREEMENT (the “Agreement”) dated: _____.

BY AND BETWEEN:

PARKLAND COUNTY, a municipal corporation formed pursuant to the Municipal Government Act, R.S.A. 2000 c. M-26.1, of the province of Alberta (hereinafter referred to as the “County”)

OF THE FIRST PART

- and -

_____, a corporation formed pursuant to the laws of the Province of Alberta (hereinafter referred to as the “Consultant”)

OF THE SECOND PART

WHEREAS the County is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide services to the County.

WHEREAS the Consultant is agreeable to providing such services to the County on the terms and conditions as set out in this Agreement.

NOW THEREFORE the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

The County designates (Name) _____, (Title) _____, as its county representative (“County Representative”) and, for the purposes of this Agreement, the County’s address shall be:

**Parkland County
53109A HWY 779
Parkland County, Alberta T7Z 1R1**

The Consultant designates (Name) _____, (Title) _____, as its representative and, for the purposes of this Agreement, the Consultant’s address shall be:

**(Name of Company)
(Address)
(Address)**

1. Services

The County hereby agrees to engage the Consultant to provide Consulting Services for _____ with Parkland County as outlined in the County's Request for Proposal ("RFP") _____, dated _____ (as set out and described in Schedule "A") attached hereto and the Consultant's Proposal _____, dated _____ (as set out and described in Schedule "B") attached hereto (collectively, the "Consulting Services"). The Consultant hereby agrees to provide such Consulting Services to the County. Any changes to the scope and/or costs of this Agreement must be pre-approved in writing by the (Manager of Department for the County) _____, (Department) _____; or the General Manager, (Department) _____.

2. Term of Agreement

The Consultant hereby agrees to provide Consulting Services commencing on (Date) _____ and will remain in full force and effect through and including (Date) _____, subject only to any earlier termination of this Agreement as may hereinafter be provided for as outlined in this Agreement. Any changes in the Term of this Agreement will be in writing and mutually agreed upon by both parties, not to be unreasonably withheld.

3. Performance

The Consultant shall, in fulfillment of its duties hereunder, carry out such tasks as may be reasonably requested and to the satisfaction of the County, it being agreed and understood that all such duties shall be consistent with the Consultant's expertise and experience. In performing the Consulting Services, the Consultant shall obey all applicable laws, regulations, rules and standards imposed by any government or the duly constituted public authority having jurisdiction over the parties to this Agreement or the Consulting Services to be performed. The Consultant also agrees to comply with all safety and security regulations imposed by the County from time to time.

4. Skill and Expertise

The Consultant hereby represents and warrants that it has, and during the Term of this Agreement shall continue to have, the requisite skills and experience necessary to perform the Consulting Services in accordance with the Terms and Conditions of this Agreement.

The Consultant shall, at all times during the Term of the Agreement, act in the best interests of the County and shall perform the Consulting Services in a competent, good workmanlike and professional manner using care and diligence.

5. Compensation

For all Consulting Services rendered by the Consultant as required by this Agreement, the County will pay to the Consultant an amount not-to-exceed

(Written dollar amount) _____ (\$00.00) excluding GST for services as follows:

•	\$
•	\$
•	\$
•	\$
•	\$
•	\$
•	\$
	<hr/>
Total Contract Value:	\$

The values stated above includes any and all professional fees, disbursements and expenses. Milestone payments, as agreed upon between the County and the Consultant, will be made in accordance with section 7 (including paragraphs 7.1 through 7.5) below.

6. No Additional Payment for Unauthorized Work

No increase in the price of the work or any additional payment will be authorized by the County or made to the Consultant as a result of any change to the Agreement unless such increase or additional payment has been authorized in advance and in writing by the County's authorized representative. Only the County's authorized representative can make changes to this Agreement and all such changes must be in writing.

7. Invoices, Payments and Taxes

Unless specifically stated otherwise, all amounts in this Agreement are in: Canadian dollars (herein defined as "Cdn. dollars") in respect of Consulting and Services performed for the County.

The Consultant agrees to invoice County in accordance with the following payment provisions.

7.1 All invoices shall be accompanied by such supporting documentation as the County may reasonably require from time to time. The County shall pay to the Consultant approximate invoice amounts within thirty (30) days of receipt of the applicable invoice. The Consultant agrees that any and all amounts on account of taxes (income or otherwise), pension plan contributions, unemployment insurance contributions or any other applicable regulations in respect of any fees paid to the government or other public authority by virtue of any law, rule or regulation in respect of any fees paid to the Consultant pursuant to the provisions of this Agreement, are the Consultant's responsibility and shall be paid by the Consultant. Should the County be obligated by law to make any payment or withholdings in respect of the Consulting Services, the Consultant hereby acknowledges that the County shall have the authority to make such payments or withholdings, and to

deduct such amounts from fees payable to the Consultant under this Agreement. The Consultant hereby agrees to indemnify and hold harmless from and against any and all actions, claims, damages, costs and expenses whatsoever which may be brought against or suffered or incurred by the County, or which the County may incur, sustain or pay, arising out of or in any way connected with any remittances required by law in any jurisdiction in which the Consulting Services are being provided. The Consultant must state on each invoice the Purchase Order Number (herein defined as "PO#").

- 7.2 Where the Consultant is a non-resident of Canada, the County may be obligated by law to withhold an amount on the value of the Consulting Services rendered in Canada. Where it has such an obligation, the County will withhold the required amount from the amount of Compensation (as noted above in Paragraph 5. Compensation) to be paid to the Consultant and remit it to Canada Revenue Agency as required, unless the Consultant provides to the County a valid exemption certificate or waiver from withholding prior to performing the Consulting Services in Canada.
- 7.3 Except for fees and expenses specifically set out and provided for in Schedule "A", all invoices for any other fees or expenses will not be payable by the County unless the County has given its prior written consent to the Consultant to incur such other fees or expenses.
- 7.4 Subject to subsection (7.3) above, and only when applicable, the County will only reimburse costs for economy air travel and invoices received for either business or first class air travel will be returned to the Consultant. Subject to subsection (7.3) above, the difference between the cost of economy fares and business/first class shall be the responsibility of the Consultant, and will not be reimbursed by the County.
- 7.5 **At the end of each month or milestone payment during the Term of this Agreement the Consultant shall submit by e-mail an itemized invoice to "Parkland County" based on total number of hours of Consulting Services performed during the billing period, (if applicable). All invoices shall be addressed as follows and submitted by e-mail to accountspayable@parklandcounty.com:**

**Parkland County
53109A HWY 779
Parkland County, Alberta T7Z 1R1
Attention: Accounts Payable**

The Consultant must state on each invoice the PO#. The County will provide (i) the PO# to the Consultant, after full-execution of this Agreement), (ii) the Contract No. as recorded on the first page of this

Agreement and (iii) the Consultant's goods and services tax registration number and identify whether the goods and services are taxable, exempt, zero-rated, or not applicable for the purpose of the goods and services tax.

And shall include at least the following:

- (i) Where applicable, time sheets for all Consulting Services performed during such month, providing a summary of the Consulting Services performed and the pre-approved expenses (if any) incurred during such month;
- (ii) A statement, directed to the County stating the invoice is for services rendered or materials supplied to "Parkland County";
- (iii) Copies of statements or original receipts for pre-approved expenses;
- (iv) A summary of fees, costs, and expenses payable by the County in respect of the invoices; and
- (v) A statement of sales tax and Federal Goods and Services Tax (herein define as, "GST") applicable to Paragraph (i) through (v) above, as a separate line item.

Consultant acknowledges and agrees to submit an invoice in accordance with the requirements of Paragraph 7.5 (i) through (v) above.

8. Confidentiality

In conjunction with providing the Consulting Services under this Agreement, it is acknowledged that the Consultant will have access to information ("Confidential Information") confidential to the business of the County. Confidential Information shall include, but is not limited to, financial information, intellectual property and engineering information or plans, business plans, concept plans, regulatory information, intellectual property and any other information owned by, used or concerning the County, which is not publicly known (including the terms of this Agreement and any information developed in conjunction with the Consultant providing the Consulting Services) and any other proprietary information, records, trade secrets and documentation owned by, used by or concerning the County, whether in written, oral, electronic or other form, whether disclosed before or after execution of this Agreement, whether or not specifically described or marked as confidential and whether provided by the County or an authorized agent of the County. Notwithstanding the foregoing, the release of information or intellectual property will be at the County's discretion. The Consultant covenants and agrees that all Confidential Information disclosed to the Consultant shall (a) be kept in strict confidence by the Consultant, (b) not be used, dealt with or exploited for any purpose or purposes other than the provision of the Consulting Services, and (c)

not be disclosed to any person or persons (other than the professional advisors of the Consultant, as required) unless required by law. This obligation will survive indefinitely upon termination of this Agreement.

The Consultant acknowledges and agrees that damages would be an inadequate remedy for breach of the foregoing obligations of confidentiality and that the County shall be entitled to equitable relief (including injunction and specific performance) in addition to any other remedy available at law or in equity in respect of any such breach.

9. Non-Solicitation

Any attempt on the part of the Consultant to induce an employee to leave the County's employ, or any effort by the Consultant to interfere with the County's relationship with its employees or other Consultants would be harmful and damaging to the County.

The Consultant agrees that during the term of this Agreement, the Consultant will not in any way directly or indirectly:

- a) induce or attempt to induce any employee or other Consultant of the County to quit employment or retainer with the County;
- b) otherwise interfere with or disrupt the County's relationship with its employees or other Consultants;
- c) discuss employment opportunities or provide information about competitive employment to any of the County's employees or other Consultants; or
- d) solicit, entice, or hire away any employee or other Consultant of the County.

10. Ownership of Materials

All materials developed, produced, or in the process of being so under this Agreement, will be the property of the County. The use of the mentioned materials by the County will not be restricted in any manner. This includes, but is not limited to, raw data created at meetings with Parkland County staff.

11. Return of Property

Upon the expiry or termination of this Agreement, the Consultant will immediately return to the County any property, documentation, records, or confidential information which is the sole property of the County.

12. Assignment

The Consultant will not voluntarily or by operation of law assign or otherwise transfer its rights or obligations in whole or in part under this Agreement without the prior written consent of the County.

13. Subcontracts

No contractual relationship will be created between any subcontractor and the County. As the Consultant, you agree to bind every subcontractor by the terms of this Agreement document, as far as applicable to the work of the subcontract.

14. Conflicts

If there is any conflict or inconsistency between this Agreement and any Schedule or other document, the provisions of this Agreement shall prevail.

15. Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing and signed by each party or an authorized representative of each party.

16. Notice

Any notices given pursuant to the terms and conditions of this Agreement shall be served by way of ordinary pre-paid first class mail, courier, e-mail or by way of facsimile transmission, addressed as follows:

Parkland County
53109A Hwy 779
Parkland County, Alberta, T7Z 1R1
First Name, Last Name, Position, Procurement Services
Email: first.last@parklandcounty.com
Telephone: (780) 968-8888 ext. ###
Facsimile: (780) 968-8413

(Company) _____
(Address) _____
(Address) _____
(Name) _____ (Title) _____
Email: _____
Telephone: _____
Facsimile: _____

or to such other address as to which any party may from time to time notify the other.

Any notice addressed by registered mail to the County or to the Consultant pursuant to this Section shall be deemed to have been effectively given on the four (4) days following the date of mailing. If notice is effected by facsimile or e-mail, then the notice will be deemed to be effected on the first (1st) business day following the date of which the facsimile or email was sent. Either party may change the particulars of its address for service as set out above by notice to the other party.

17. Costs and Legal Expenses

In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, any and all reasonable legal costs and fees associated directly with the action.

18. Indemnification

The Consultant shall be liable for and indemnify and save harmless the County, its elected representatives and employees and agents from all claims, costs, losses, expenses, actions, and suits caused by or arising out of direct or indirect performance of this Agreement or by reason of any matter or thing being done, permitted or omitted to be done, by the Consultant, its subcontractors, agents or employees and whether occasioned by negligence. The County shall not be liable or responsible in any way for any personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Consultant, or by any employee, agent or servant of the Consultant in the performance of this Agreement. Such indemnification shall survive this Agreement.

19. Insurance

Before the start date of the Agreement or upon full-execution of the Agreement, whichever is earlier, and thereafter upon request by the County's Representative, the Consultant shall provide the County's Representative with Certificates of Insurance describing the insurance coverages set out below. Additionally, the Insurance Certificate pursuant to paragraph 19.2 shall name Parkland County as an "additional insured" and be endorsed to provide thirty (30) days' notice prior to cancellation or change.

19.1. The Consultant hereby agrees to indemnify and hold harmless, the County from and against all losses and expenses suffered or incurred by the County arising from or connected with any personal injury, disability or death, however caused, to any of the Consultant's employees to the extent not covered by workers' compensation for any reason.

19.2. Commercial General Liability Insurance covering the legal liability of the Consultant providing at least two million dollars (Cdn. \$2,000,000.00) coverage, each occurrence, for injury, death, or property damage, including contractual liability. The Consultant agrees to reimburse the County for any and all damage(s) to the County's property caused by the Consultant, or its permitted subcontractors, in performing the work. The Consultant shall provide the County with evidence of coverage which includes (i) broad form property damage and (ii) "loss of use" in the definition of property damage, and (iii) Non-Owned vehicle insurance, for all applicable vehicles coverage in an amount of not less than two million dollars (Cdn. \$2,000,000.00) each occurrence.

- 19.3. Where any automobile is used for the performance of the work for the County in this Agreement, Consultant will provide Automobile liability insurance covering all automobiles licensed in the name of the Consultant that are used in connection with the Consulting Services, and providing at least two million dollars (Cdn. \$2,000,000.00) coverage, each occurrence, for injury, death, or property damage resulting from each accident.
- 19.4 Professional liability / errors and omissions liability insurance having a limit of not less than two (2) million dollars (Cdn. \$2,000,000.00) per occurrence for protection from claims arising out of performance or non-performance of such Consulting Services or professional work caused by or arising from any error, omission or act of any member of the Consultant.
- 19.5 The insurance policies for the coverage above shall not be cancelled or changed in any manner which could negatively affect the County's interests unless the County has been given thirty (30) consecutive days prior written notice of any such cancellation or change. The Consultant shall be responsible for the payment of all deductibles on insurance policies that the Consultant is required to maintain under the Agreement.
- 19.6 The Consultant shall immediately advise the County's Representative of any loss or potential loss that has or may have occurred in conjunction with the Consultant performing the work. In addition, within three (3) consecutive days of any such loss or potential loss coming to the attention of the Consultant, the Consultant shall provide written notice of such loss or potential loss to the County's Representative, including full particulars thereof.

20. Worker's Compensation Board

Before commencing or performing the Consulting Services, the Consultant will obtain and provide to the County a letter or similar document, confirming that the Consultant has an active account that is in good standing from each Worker's Compensation Board or similar body constituted in accordance with the workers' compensation legislation of each jurisdiction in Canada in which the Consulting Services will be performed, and that the Consultant has **not opted out** of workers compensation, where allowed.

The Consultant shall at all times comply with all the requirements of the Worker's Compensation Act of Alberta (or equivalent legislation), amendments thereto, or any successor legislation; and shall upon notice by the County, provide evidence satisfactory to the County of said compliance with the Act prior to the commencement of any work resulting from this Agreement (herein defined as "WCB").

21. Occupational Health and Safety

The Consultant shall be responsible for the safety of workers on the Work Site in accordance with all Applicable Laws. The Consultant shall be the general representative and agent to the County for the purposes of ensuring compliance with Applicable Laws relating to safety for both itself and subcontractors. The Consultant shall bring to the attention of subcontractors the provisions of the Occupational Health and Safety Act, R.S.A. 2000, c. O-2 (herein defined as "OH&S"). The Consultant acknowledges that it is the Prime Contractor for the purposes of OH&S Legislation and is aware of and accepts the added responsibilities that comes with that designation. "Prime Contractor" shall have the same meaning as in the Occupational Health and Safety Act, R.S.A. 2000, c. O-2 for the purposes of OH&S Legislation in the Province of Alberta.

The Consultant shall adhere to all applicable OH&S and Work Site safety standards. "Sites" shall have the same meaning as in the RFP as set out and attached hereto in Schedule "A". The County will require the Consultant to comply with the following OH&S requirements at minimum:

- 21.1 The Consultant shall ensure all applicable OH&S Legislation, County Safety Policies, and industry standards are readily available to all of the Consultant's Personnel and that all of the Consultant's Personnel are aware of and comply with the OH&S Legislation, County Safety Policies and industry standards.
- 21.2 The Consultant shall ensure that all personnel working for the Consultant complete an appropriate safety orientation and safety meeting prior to starting work and the Consultant is responsible for providing all other training that may be required.
- 21.3 The County shall have the right to monitor the Consultant's work processes and procedures to ensure compliance with safety standards and procedures.
- 21.4 The Consultant is required to take immediate action to correct unsafe practices or conditions when reported or observed.
- 21.5 Upon the occurrence of any incident arising from or during the performance of the Agreement, including property damage, an accident, an environmental incident, a safety incident, an injury, a near miss and any other form of loss or damage, the Consultant shall immediately investigate the matter and in accordance with Exhibit A to this Contract, submit a report on the matter to a County Representative and to any government authorities as required by law.

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

22. Compliance with Laws

The Consultant shall be responsible for complying with all Federal, Provincial (Alberta), and Municipal laws, rules, regulations and guidelines that apply.

23. Suspension of Services

The County may at any time, in its sole discretion, suspend the performance of the Consulting Services for a specified or unspecified time by written notice to the Consultant. Upon receiving the notice of suspension, the Consultant shall immediately suspend all operations except for those which in the County's opinion are necessary to preserve, care for, and protect the Consulting Services. The Consultant shall be entitled to be reimbursed for its reasonable, proper, and actual costs incurred in protecting, caring for, and preserving the Service.

24. Termination of Contract

This Agreement may be terminated, in whole or in part, without further obligation, liability or expense of any kind under the following conditions:

- a) should the Consultant be adjudged bankrupt, or become insolvent, the County may, without prejudice to any other right or remedy the Consultant may have, terminate the Agreement by giving the Consultant or their receiver or their trustee in bankruptcy, written notice;
- b) at any time upon notice for a breach of the terms and conditions of this Agreement and such breach has not been cured within five (5) days of the written notice thereof from the County, or such other period of time as the County may agree to in writing;
- c) at any time following the failure of the Consultant to remedy, repair, or correct any deficiency or defect upon receiving notice from the County;
- d) upon thirty (30) day's written notice without cause to the Consultant from the County during the term of this Agreement, whereupon the County shall pay to the Consultant any fees and expenses due to the effective date of cancellation but not thereafter;
- e) as otherwise provided in the Agreement.

The County's rights of termination shall be in addition to any other rights or remedies it may have in law, in equity, or under this Agreement.

25. Independent Contractor

The Consultant will be an independent contractor in the performance of this Agreement. No employer/employee relationship will be created between the County and the Consultant, or between the County and the Consultant's employees, subcontractors or agents. No rights, privileges, benefits or compensation, other than those, which are expressly set out in this Agreement, will apply to the Consultant.

26. Force Majeure

Neither party shall be responsible for any delay or failure to perform its obligations under the Agreement where such failure or delay is due to fire, flood, explosion, war, embargo, governmental action, terrorism, act of public authority, Act of God, or any other cause beyond its control, except labour disruption. In the event a Force Majeure event occurs which delays or threatens to delay performance of its obligations by a party, that party shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause or ameliorate the potential disruption and consequent losses. Should the Force Majeure event last for longer than thirty (30) days, the County may terminate this Agreement, in whole or in part, without further liability, expense, or cost of any kind.

27. Enurement

This Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

28. Time of the Essence

All references to time in this Agreement shall be of the essence.

29. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and shall be binding upon all successors and permitted assigns of the parties.

30. Titles and Headings

All Titles and Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

31. Gender

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

32. Governing Law

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Alberta, without regard to the jurisdiction in which any action or special proceeding may be instituted.

33. Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

34. Waiver

The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

35. FOIP Policy

In the event that the County provides any personal information to the Consultant for the completion of the Consulting Services identified above, or the Consultant gathers personal information from any employee/resident/customer under this Agreement in order to complete the Consulting Services as stated in this Agreement, the Consultant acknowledges that the legislation known as the Freedom of Information and Protection of Privacy Act and regulations, as amended (hereinafter referred to as "FOIP") applies to that personal information (has same meaning as in FOIP), and agrees that the Consultant will handle that personal information in accordance with the obligations of the County under FOIP:

- a) The Consultant agrees that they will not collect personal information from any employee/resident/customer of the County except in connection with and for the purpose of providing the Consulting Services as identified in this Agreement.
- b) The Consultant shall maintain records of all information collected while providing the Consulting Services as identified in this Agreement. Any and all records collected, created, maintained or prepared in the performance of these Consulting Services are hereby deemed to be under the control of the County irrespective of custody and shall be maintained by the Consultant in accordance with FOIP.
- c) The Consultant shall ensure that all their employees and/or agents understand and comply with the obligations imposed on the Consultant under this Section, including without limitation, the protection of privacy of employees/residents/customers of the County.

36. Survival

Sections 8, 18, and 35 shall survive upon termination or expiry of this Agreement.

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

CONSULTANT:

(Name of Company)

Authorizing Signature

Print Name/Title

Date

COUNTY:

PARKLAND COUNTY

Authorizing Signature

Print Name/Title

Date

REF NO. P201123EN

APPENDIX B- 1957 ORIGINAL CONSTRUCTION AS-BUILTS

Attached as a separate electronic document.

APPENDIX C – ENTWISTLE INFRASTRUCTURE ASSESSMENT

Attached as a separate electronic document.

APPENDIX D – 2018 CCTV REPORT SUMMARY

Attached as a separate electronic document.

APPENDIX E – 2003 SANITARY SEWER OUTFALL REPLACEMENT AS-BUILTS

Attached as a separate electronic document.

APPENDIX F – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, and name one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until Parkland County and the selected proponent have executed a written contract.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The proponent represents and warrants its ability to provide the Deliverables required under the RFP in accordance with the requirements of the RFP for the rates set out in the Rate Bid Form and has provided a list of any subcontractors to be used to complete the proposed contract. The proponent encloses herewith as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form (Appendix F)	
Rate Bid Form (Appendix G)	
Reference Form (Appendix H)	

Notice to proponents: There may be forms required in the RFP other than those set out above. See the Mandatory Requirements section of the RFP for a complete listing of mandatory forms.

4. Non-binding Price Estimates

The proponent has submitted its rates in accordance with the instructions in the RFP and in the Rate Bid Form set out in Appendix G. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and accepted all addenda issued by Parkland County prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line: _____ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

6. Conflict of Interest

For the purposes of this section, the term "Conflict of Interest" means

(a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of Parkland County in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

(b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest, and must explain why the proponent believes that the Conflict of Interest should not result in disqualification from the RFP process:

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of Parkland County and have ceased that employment within 12 months prior to the Submission Deadline:

Name of Individual:
Job Classification:
Department:
Last Date of Employment with Parkland County:
Name of Last Supervisor:
Brief Description of Individual's Job Functions:
Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:

(Repeat above for each identified individual)

The proponent agrees that, upon request, the proponent shall provide Parkland County with additional information from each individual identified above in the form prescribed by Parkland County.

7. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by Parkland County to Parkland County's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name and Title

Date

Date

I have authority to bind the proponent

APPENDIX G – RATE BID FORM

Proponents should complete the detailed cost breakdown in accordance with item (d) below. A sample detailed cost breakdown is provided, although proponents are welcome to provide the information in an alternative format.

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for Goods and Services Tax (GST), which should be itemized separately; and
- (b) Rates quoted by the proponent shall be an all-inclusive fee and shall include all labour and material costs, all insurance costs, including any and all other overhead, including any fees or other charges required by law. Other than expenses expressly set out in item (d) below, there will be no reimbursement for additional expenses.
- (c) Expenses that will be reimbursed include project related travel costs, accommodation, rental vehicles, airfare, and meals. Such expenses will be reimbursed at cost with no mark-up and must be evidenced by receipts. All travel shall be economy class and all accommodation shall be standard, business class hotels. Proponents should estimate their related costs in their detailed cost breakdown.
- (d) All costs related to the project are to be included in a detailed project cost breakdown for each phase of the project. Breakdowns shall include at minimum:
 - listing of each project member and their associated fee per hour;
 - project fees (by staff member and by hours worked per task);
 - project disbursements by phase, or, where applicable, by individual task;
 - total fees and total disbursements for this RFP; and
 - GST identified separately.

Detailed Cost Breakdown Sample

RFP No. P201123EN Engineering Consulting Services for Sanitary Sewer Rehabilitation Detailed Project Cost Breakdown														
Estimate of Fees	Cash Allowance Task	Personnel 1	Personnel 2	Personnel 3	Personnel 4	Personnel 5	Personnel 6	Personnel 7	Personnel 8	Personnel 9	Personnel 10	Total Labour Hours	Total Hourly Fees	TOTAL
		\$/hr												
Phase 1: Conceptual Design Services														
Item 1														
Item 2														
Item 3 etc.														
Phase 2: Detailed Design and Tender Phase Services														
Item 1														
Item 2														
Item 3 etc.														
Phase 3: Construction Supervision Services														
Item 1														
Item 2														
Item 3 etc.														
Sub-Total Hours:														
Sub-Total Fees:														
Project Total Fees														
Total Hours														
Total Fees														

APPENDIX H – REFERENCE FORM

Each proponent is requested to provide three references from clients who have obtained similar goods or services to those requested in the RFP from the proponent in the last five years. The references should be from municipal government or public sector clients.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	