



**REQUEST FOR PROPOSALS (RFP)  
MAY 20, 2022**

**PREPARATION OF AN OFFICIAL COMMUNITY PLAN AND  
ZONING BYLAW UPDATE**

**CITY OF MOOSE JAW  
SASKATCHEWAN**

**CLOSING DATE:  
JUNE 29, 2022 AT 2:00 P.M. (SASKATCHEWAN TIME)**

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## INSTRUCTIONS TO PROPONENTS

### INTRODUCTION

1. The City of Moose Jaw ("the City") is inviting proposals from qualified consultants or consulting firms for the preparation of a new Official Community Plan Bylaw and Zoning Bylaw (the "Services").
2. The purpose of this Request for Proposals ("RFP") process is to select a qualified consulting firm to enter into a Services Agreement with the City for the performance of the Services. Further details about the Services required by the City are set out in Schedule "A" – Services Requirements.
3. **This RFP is not a tender and is not subject to the laws of competitive bidding. No bid contract or agreement is created by the submission of a proposal.**

### RFP DOCUMENTS

4. The following documents are attached to and form part of this RFP:
  - a. Schedule "A" – Services Requirements
  - b. Schedule "B" – Proposal Submission Requirements
  - c. Schedule "C" – Form of Services Agreement

### INQUIRIES

5. Any inquiries concerning this RFP should be directed in writing to the following:

**Attention: Michelle Sanson, MCIP, RPP**

Director of Planning and Development

City of Moose Jaw

228 Main Street N,

Moose Jaw, SK S6H 3J8

306-694-4445

Email: [msanson@moosejaw.ca](mailto:msanson@moosejaw.ca)

In the absence of the Director, inquiries can be directed to Ms. Selena Kirzinger, Development Planner at [skirzinger@moosejaw.ca](mailto:skirzinger@moosejaw.ca)

6. All inquiries should be in writing and received by the City on or before June 22, 2022.

7. The City may circulate its response to any inquiries to all proponents, along with the original inquiry and may post such response and original inquiry on [www.sasktenders.ca](http://www.sasktenders.ca) or may choose not to reply to any inquiry.
8. Proponents should refrain from contacting other employees, agents or members of Council of Moose Jaw in respect of this RFP process, including for the purposes of lobbying or attempting to influence the outcome of this RFP process. Any such contact may, in the City's sole discretion, result in disqualification.

### **SUBMISSION OF PROPOSALS**

9. Proposals should be in both paper and electronic format. Proponents should submit two (2) hard copies of their proposal plus an electronic copy on a memory stick or USB indicating the RFP title and closing date to the following address by **2:00 p.m. (Central Standard Time) June 29, 2022:**

Ms. Michelle Sanson, Director of Planning and Development  
City of Moose Jaw  
228 Main Street N  
Moose Jaw, SK S6H 3J8

10. The City's office hours for the purpose of receiving proposals are 10:00 a.m. to 4:00 p.m. (Central Standard Time), Monday to Friday, excluding statutory holidays.
11. If you require additional time to submit your proposal, you should contact Michelle Sanson by email to [msanson@moosejaw.ca](mailto:msanson@moosejaw.ca). The City may, in its sole discretion, allow additional time for proponents to submit a proposal.
12. Proposals and accompanying documentation provided to the City in response to this RFP will not be returned.

### **CONTENT OF PROPOSALS**

13. Proposals should address the items set out in Schedule "B" - Proposal Submission Requirements.
14. Proponents may provide additional information beyond that requested in the RFP for the City's consideration. Any such additional information may be considered by the City in its sole discretion.
15. Proponents may be asked to submit additional information pertaining to their past projects and such other information that the City might reasonably require.

### **COST OF PROPOSALS**

16. The City is not responsible for any costs incurred by proponents in preparing their proposals, attending any meetings or interviews with the City, making any presentations to the City in connection with their proposals, or otherwise incurred in connection with this RFP process.

17. This RFP does not create any legal obligations between the City and any proponent.

## EVALUATION PROCESS

18. Proposals will be opened and evaluated privately. In assessing proposals, the City will use the following evaluation criteria:

Ability to work within the Project Budget	20
Project Understanding and Quality of Proposal	20
Community Engagement Approach	15
Work Plan & Timelines	15
Experience, Expertise, and Qualifications of the Project Team	10
Knowledge of the Community	10
References	10
<b>Total Points</b>	<b>100</b>

19. Proposals will be evaluated on the basis of the information provided in response to these Instructions to Proponents. In addition, in assessing the proponent's qualifications, experience and capacity, the City may also consider the following:

- a. clarifications and/or additional information that may be supplied pursuant to requests from the City;
- b. interviews and/or reference checks that may be conducted at the City's discretion;
- c. previous experience of the City in working with the proponent; and
- d. information received from any source that the City considers reliable.

20. The City may, in its sole discretion, request clarification from a proponent during the evaluation process.

21. Proponents are advised that the evaluation process is subjective in nature and the City's intention is to consider, in its sole discretion, each proposal on its merits, without regard to the rules or principles of competitive bidding, including without regard to whether a proposal is compliant with this RFP.

22. The City may short-list proponents and conduct interviews with short-listed proponents at its sole discretion. Furthermore, the City may negotiate any and all aspects of a proposal, including but not limited to the fee proposal, and the Services Agreement terms.
23. An invitation to interview or to negotiate does not obligate the City to conclude the Services Agreement with that proponent. The City may interview or may negotiate any aspect of any proposal with one or more proponents at any time.
24. The City will notify all unsuccessful proponents after entering into a definitive agreement with the successful proponent. Unsuccessful proponents may request a debriefing interview to obtain feedback on their proposal after receiving this notification.

### **ANTICIPATED SCHEDULE OF EVENTS**

25. The following is the anticipated schedule of events related to this RFP. These dates are provided as target dates only and may be changed at any time by the City in its sole discretion:

RFP Released	May 19, 2022
Inquiries Respecting RFP	up to June 22, 2022
Closing Date	June 29, 2022
Interviews with Proponents (if necessary)	July 4-15, 2022
RFP Evaluation and Award	July 4-22, 2022
Execution of Service Agreement	prior to July 29, 2022
Initial Project Start-up Meeting with Project Team	prior to Aug 15, 2022
Completion of Background Review/Current State	prior to Sept 4, 2022
Initial Public Engagement and Research	prior to Mar 31, 2023
Draft Official Community Plan & Zoning Bylaw	prior to June 30, 2023
Draft OCP Review and Final Consultation	prior to Oct 31, 2023
Finalize OCP and Submit to City Council for Adoption	prior to Dec 31, 2023

### **FORM OF SERVICES AGREEMENT**

26. The successful proponent(s) will be expected to enter into a Services Agreement for professional or consulting services with the City.

### **EFFECT OF RFP**

27. This RFP is not intended to be a tender or otherwise subject to the laws applicable to competitive bidding. Until such time as the City signs a definitive Services Agreement with a proponent, the City does not intend to create a contractual relationship including a bid contract (either express or implied) with any proponent submitting a response to this RFP.

28. Submission of a proposal does not obligate the City to accept any proposal or to proceed further with any of the Services. Consideration of any proposal shall be in the City's sole discretion.
29. Proposals may be withdrawn or amended by proponents at any time by written notice to the City prior to the City and a proponent signing a formal contract.
30. Proponents are advised that the City is intending to conduct a flexible procurement process, not subject to the law of competitive bidding, and that the City may, in its sole discretion, at any time and for any reason:
  - a. reject any and all proposals (including, for greater certainty, the lowest cost proposal);
  - b. modify or vary any aspect of this RFP at any time before or after the time for submission of proposals;
  - c. extend the deadline for submission of proposals at any time before or after the time for submission of proposals;
  - d. accept any non-compliant, conditional or irregular proposal or any alternate proposal, in whole or in part;
  - e. discuss the terms of a proposal submitted by a proponent with that proponent at any time, on a confidential basis, for the purposes of clarification and/or negotiation of that proposal;
  - f. allow any proponent submitting a proposal to modify or vary any aspect of its proposal at any time;
  - g. verify or seek clarification of any and all information provided pursuant to this RFP and provide proponents with an opportunity to correct any defects, informalities or irregularities in their proposal;
  - h. negotiate any and all aspects of any proposal and the provisions of the Services Agreement (including, without limitation, those provisions relating to fees and/or any scope of services) with any one or more proponents at any time in its sole discretion, whether before, during or after the selection and evaluation process; and
  - i. cancel this RFP at any time for any reason and thereafter proceed in any manner it sees fit, in its sole discretion, including issuing a new request for proposals or other procurement document based on the same or changed scope of services or other requirements, entering into sole source negotiations with any one or more of the proponents or any other person, or cancelling the RFP in its entirety.

#### **CONFIDENTIALITY, PUBLIC ANNOUNCEMENTS**

31. Proponents are expected to keep confidential all documents, data, information and other materials of the City which are provided to or obtained or accessed by a proponent in relation to this RFP, other than documents which the City places in the public domain. Proponents are expected not to make any public announcements or news releases regarding this RFP or the entering into a Services Agreement pursuant to this RFP, without the prior written approval of the City.

32. Proponents are advised that as a city, the City is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), which provides a right of access to information in records under the control of a municipality. Proponents are advised that the City may be required to disclose the RFP documents and a part or parts of any proposal in response to this RFP pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).
33. Proponents are also advised that *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) does provide protection for confidential and proprietary business information; however, proponents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their proposal in response to this RFP. **Proponents should identify any information in their proposals that they consider to be confidential proprietary business information.**
34. The successful Proponent and associated winning RFP will be public information. In following the Canadian Free Trade Agreement, the following information will be disclosed publicly as per the Owner's Purchasing Policy:
- a. a description of the goods or services procured;
  - b. the name and address of the procuring entity;
  - c. the name and address of the successful supplier;
  - d. the value of successful bid; and
  - e. the date of the award.

#### **AGREEMENT ON INTERNATIONAL FREE TRADE**

35. This procurement is subject to Chapter 5 of the Canadian Free Trade Agreement and the New West Partnership Trade Agreement.



## **Schedule "A" – Requirements/Scope of Work**

### **Background**

Moose Jaw is the fourth largest city in Saskatchewan with a population of 33,890 (2016 Census) and is located on Treaty 4 territory, the original lands of the Cree, Ojibwe, Saukteaux, Dakota, Nakota, Lakota, and on the homeland of the Métis Nation.

Situated along the Trans-Canada Highway and at the confluence of Thunder Creek and the Moose Jaw River, the community has a mix of industries including agriculture and value-added processing, potash mining at nearby Belle Plaine and Bethune, transportation (trucking and railway), oil & gas refining, tourism, and health care. The City is currently experiencing moderate growth and is expected to reach a population of between 40,000 and 45,000 by the year 2040.

Moose Jaw is referred to as Canada's Most Notorious City and what makes us Notorious? Our name – absolutely. Our Mac the Moose – definitely. For many, it's our legendary underground past. It's notoriously imperfect, and it's helped shape who we are. But to Moose Javians, we're so much more. Notoriously charming. Notoriously generous. Notoriously active. Notoriously entertaining. We are not afraid to celebrate our past and roar into a notoriously prosperous future.

Our residents appreciate Moose Jaw's exceptional quality of life, ideal for living, working, creating, raising a family, or retiring. Moose Javians are proud of the diverse population and strong economic foundation. Moose Jaw is welcoming and blessed with an abundance of volunteer spirit and affordable activities. Residents enjoy the advantages of living in a mid-sized city with access to numerous recreational, cultural, and business opportunities while enjoying the friendliness and relaxed pace of life normally associated with smaller towns.

Moose Jaw is a significant tourist destination known for its historic downtown and its flagship tourist attractions: Tunnels of Moose Jaw, Temple Gardens Mineral Spa, and Casino Moose Jaw. Important historic buildings have been lovingly restored to house unique businesses such as the Yvette Moore Gallery and Café and the magnificent Grant Hall Hotel. The city's beloved 28-acre Crescent Park and 500-acre Wakamow Valley Park are popular green spaces. Moose Jaw is also the hub of Canadian Pacific Railway and the Canadian National Railway and home of the Canadian Forces Snowbirds.

### **Project Description**

The City's current Official Community Plan and Zoning Bylaw were approved in March 2011 and are now over a decade old, with the preliminary data and research behind those documents having been prepared as far back as 2001. The City has undergone significant development since this time and it is prudent that the City's land use policy documents are reviewed periodically to ensure they are up to date in addressing the City's current and future needs. This is particularly important during the high rate of development that Moose Jaw is currently experiencing, with significant upcoming

investments in the industrial sector that are expected to boost the population along with other aspects of the local economy.

It is acknowledged that the current OCP is lacking in its layout and visual presentation, and the new document is desired to be a well written and visually appealing document that comprehensively showcases the municipality. The document should stand as a promotional tool to market Moose Jaw to investors, visitors, and future residents. The OCP should provide the vision of how the City currently stands and what it should become in the future.

The boundaries for the OCP and Zoning Bylaw review will be the entire jurisdiction of the City of Moose Jaw, to the outer edge of city limits. Areas of special focus may be identified through the public outreach process.

Ideally, the selected firm will have experience with, and be skilled in performing a variety of multi-disciplinary tasks related to preparation of the OCP and ZB, including, but not limited to analysis of future land use and preparation of a future land use plan, analysis of existing zoning designations and standards, design principles related to commercial and industrial land use, and an understanding of changing land use patterns and economic conditions as they relate to the development of the city of Moose Jaw as a whole.

It is expected that the format of the OCP will include text, high quality graphics, maps, exhibits and tables as needed to clearly define the vision, goals, objectives, policies, and regulations of the OCP to a variety of public and stakeholder groups. The Zoning Bylaw is expected to be a less visual document and more focused around the provision of information through text, exhibits and tables, with the main visual aspect being the zoning map.

## **Project Goal**

The primary objectives of this project are:

- i. To complete a comprehensive review of the City's Official Community Plan and create a new Official Community Plan consistent with the Provincial Statements of Interest, the Planning and Development Act and any other regulatory requirements;
- ii. To create a Zoning Bylaw that responds to the changing nature of development in Moose Jaw, is technically sound, and is user-friendly including diagrams with easy to read language so easily interpreted by general public.

Accordingly, we are requesting proposals from Registered Planning Professional consultants with proven experience in planning, community and stakeholder consultation, zoning regulations, and bylaw preparation to assist the City of Moose Jaw in achieving a new OCP and Zoning Bylaw that is technically sound, consistent with the direction of supporting planning documents, and reflective of our community vision. This project will have a significant public consultation component that includes background

exploration to self-identify the community and to shape a robust and inclusive direction for future growth for the City of Moose Jaw.

### **Duties and Responsibilities**

The City of Moose Jaw will:

- Assign the appropriate City staff personnel to act as the prime contact for the project and act as a liaison with the consultants.
- Assign an internal project team to communicate and consult on a regular basis with the consultants to interpret the project requirements and deliverables, review progress on the project, and provide input and feedback on an ongoing basis.
- Provide physical space or virtual platforms and assistance in scheduling stakeholder meetings and focus groups where necessary.
- Arrange all notices and distribution of public information regarding the Official Community Plan and Zoning Bylaw.
- Provide all relevant documents, reports and materials related to the Official Community Plan and Zoning Bylaw.

There are several studies, plans and supporting documents that have been completed and can be shared, which will provide background information in the development of the Official Community Plan and Zoning Bylaw documents including:

- 2021 City of Moose Jaw Strategic Plan
- 2020 Moose Jaw's Economic Advantage
- 2011 Official Community Plan for the City of Moose Jaw No 5345
- 2011 City of Moose Jaw Zoning Bylaw No 5346
- 2015 City of Moose Jaw South Hill Local Area Plan
- 2017 City of Moose Jaw Downtown Local Area Plan
- 2017 City of Moose Jaw Offsite Development Levy Study
- 2018 City of Moose Jaw Housing Business Plan Update
- 2021 Westheath Phases 5 and 6 Concept Plan
- 2021 Relocation Guide
- 2016 City of Moose Jaw Utility Master Plan
- 2021 City of Moose Jaw Climate Action Plan
- 2009 Wakamow Valley Authority Master Plan Review
- City of Moose Jaw Public Art Policy (in progress)
- City of Moose Jaw Municipal Cultural Action Plan (in progress)
- City of Moose Jaw Parks and Recreation Master Plan (in progress)
- City of Moose Jaw Slump Study (in progress)
- Valley View Concept Plan (in progress)
- Water Security Agency Flood Study (in progress)
- 2021 Preliminary Economic Assessment Geothermal Study (can provide upon presentation to City Council)

- 2021 Heritage Conservation District and Architectural Conservation District Report prepared for Heritage Advisory Committee.
- 1988 Heritage Design Guidelines: Downtown Conservation District & Heritage Guidelines Summary
- 2000 Downtown Moose Jaw Heritage Conservation District

The successful proponent will:

### **Official Community Plan**

The City's Official Community Plan (OCP) was adopted in 2011. The OCP review will include a robust and inclusive public and stakeholder consultation component to capture how current residents self-identify their community with the intention to use the information gleaned to inform and shape the growth of the City for its current and future residents and visitors. The creation of a New Official Community Plan will be a significant update with serious consideration given to the City's direction for growth and related land use as well as environmental protection objectives. It will include the following:

- Review population, land uses, densities, housing characteristics and infrastructure capacities for background for OCP
- Include policies for Local Area Plans and Concept Plans
- Update OCP policies and mapping including:
- Align the OCP with provincial legislation and City Plans, bylaws and strategies
- Provide a strategy for stakeholder engagement process including:
  - Engagement with Council and City Staff across various departments throughout the process to ensure the end product is a plan which is supported and utilized across many City Departments
  - Kick off meeting with Council and presentations of draft bylaw to Senior Administration and City Council prior to first reading, consultation, and targeted engagement, etc.
  - Engagement with youth, seniors, business owners, school boards, First Nation Communities and citizens of the City of Moose Jaw
- Review existing Heritage Planning framework in the City of Moose Jaw and make recommendations in regard to Heritage policy and planning, Heritage Strategy and Heritage Concept Plan.
- Review and record existing socio-economic and land use composition of the study area, and present potential future land use through a Future Land Use Plan
- Provide policies consistent with Reconciliation 94 Calls to Action
- Policies as per the Planning and Development Act
- Policies as per the Statements of Provincial Interest
- Align with the Environmental Act and other applicable Acts/Regulations
- Policies for Conservation Criteria and flood mitigation within the existing River Valley Conservation District, Slumping Area
- Analyse current city infrastructure including sewer and water, transit, and recreation, and make recommendations in regard to current capacity and opportunities.
- Policies contemplating the future transit and pedestrian corridors
- Policies for aging in place and affordable housing

- Policies that enable planning for long term financial viability
- Policies for Climate Change resiliency
- Review Asset Management and incorporate into OCP
- Conduct survey of business owners, property owners, residents, and other key stakeholders to identify key issues and opportunities.

## Zoning Bylaw

The City's existing Zoning Bylaw was adopted in 2011 and has had several amendments over the years.

- Review existing land uses and development standards and provide new districts and standards, if required.
- The goal is to create and bylaw to align with the City's Official Community Plan and address several issues of interest including, but not limited to, the following:
  - Accessory buildings and standards in residential districts
  - Review inclusion of laneway housing
  - Secondary suites and tiny homes
  - Accommodations in residential areas – Bed and Breakfast, Vacation homes, daily rentals
  - Parking Standards and loading requirements
  - Setbacks
  - Land Uses
  - Home Occupations
  - Heritage Standards – the City's Downtown Local Area Plan recommends standards to be implemented, Architectural Control District
  - Permitted Obstructions – add clarity and review deck regulations (detached decks not permitted)
  - Sign Regulations – clarity
  - Slump Regulations – include zoning for

The final approved bylaws and background report(s) need to be provided in a fully editable digital format. Maps would be preferred to be provided in fully editable GIS format with projection: NAD 1983 CSRS UTM Zone 13N which has an 'id' of WKID: 2957 with ESRI GeoDatabase (.shp file). Also acceptable data could be in a current AutoCAD file format, or 'DWG' file. The City will not accept data submitted as a PDF file.

\*The new Official Community Plan is subject to approval by the Ministry of Government Relations and the project will not be complete until the document is approved by both City Council and the Ministry.

## Project Budget

The City's total maximum budget for the Official Community Plan and Zoning Bylaw is **\$250,000.00** including any applicable PST. This budget does not include the work to be completed by the City.

Proponents that cannot deliver the project requirements for this price are still encouraged to provide a submission based on what can be provided within this amount.

## **Schedule “B” – Proposal Submission Requirements**

Proponents should, at a minimum, include the following information in their Proposals.

### **Cover Letter**

A cover letter, dated and signed by an official authorized to negotiate and make commitments and provide any clarifications with respect to the proposal on behalf of the bidder. The cover letter should include an understanding of the RFP, and any indication of and deviations or exceptions to the information outlined in this RFP document, including Schedule milestones.

### **Firm Detail**

A brief description of your firm including any qualifications you consider relevant.

### **Relevant Experience**

The Proponent must be able to demonstrate their ability to achieve the priorities outlined within Schedule “A” along with:

1. A description of your experience within the past 5 years for services similar to those required by the City for the project on behalf of municipalities in Saskatchewan.
2. A description of your understanding of the anticipated challenges associated with the Project and suggested methods for dealing with such challenges.

### **Lead Personnel**

Identify the lead personnel to lead the delivery of the services the proponent is prepared to offer and their expected involvement in the Project. The City expects that each of the identified lead personnel will be licensed and in good standing with SPPI to perform the services in Saskatchewan.

Describe the relevant experience of the lead personnel and include their resumes and professional designations.

### **Project Execution and Capacity**

The City expects that you will have sufficient resources available to meet the service requirements of the City in a timely and efficient manner. Provide a description of your firm will meet the expectations of The City by including the following:

- A detailed critical path, outlining each task, indicating target dates for progress reports, meetings, analysis, submission, draft, and final reports. The critical path shall attempt to meet or exceed timelines provided in the RFP.
- A detailed plan for community input and the public consultation process including communication strategies and tactics to ensure proper consultation during the COVID-19 pandemic.
- Information on ability to develop and produce all presentation materials – i.e. maps, charts, presentation boards, pamphlets, handouts, etc. used for public consultations, presentations to staff, Committees, and City Council.

- Information on ability to prepare and present draft and final reports to the Project Team, City's Senior Leadership Team, City Committees, and City Council.

### **Subconsultants or Project Team**

Provide the same information as provided for item 1-5, above, for any subconsultant that you propose to engage to provide the services.

### **References**

Provide a list of references (minimum three) from previous related projects including client contact information.

### **Fee Proposal**

Proponents should provide a fixed fee proposal for completing the Services outlined in Schedule "A".

All fee proposals should be quoted in Canadian Dollars and include all applicable taxes.

### **Schedule**

Proposals should include a detailed schedule with project milestones and confirmation of whether your company can meet this schedule.

### **Conflict of Interest Disclosure**

Disclose any actual or potential conflicts of interest that may exist between your firm, its management, employees, or proposed sub-consultants and the City, its members of Council, management, or employees, and the nature of such conflict of interest. If a proponent has no such conflict of interest, a statement to that effect should be included in its proposal.

City employees are ineligible to participate, directly or indirectly, with any proponent or its team.

### **Additional Requirements Upon Award**

- Provide clearance from Saskatchewan Worker's Compensation Board verifying that you are in good standing.
- Obtain a City of Moose Jaw Business License.
- The City expects that you carry professional liability insurance in an amount of not less than \$5,000,000.00 per occurrence. Provide certificates of insurance outlining the amounts of professional liability insurance that you carry.

### **Confidentiality**

Proponents are advised that as a city, The City is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), which provides a right of access to information in records under the control of a municipality. Proponents are advised that The City may be required to disclose the RFP documents

and a part or parts of any proposal in response to this RFP pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act (Saskatchewan)*.

Proponents are also advised that *The Local Authority Freedom of Information and Protection of Privacy Act (Saskatchewan)* does provide protection for confidential and proprietary business information; however, proponents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their proposal in response to this RFP. Proponents should identify any information in their proposals that they consider to be confidential or proprietary business information.



## Schedule "C" – Form of Services Agreement



# CONSULTING SERVICES AGREEMENT

(Consulting or Professional Services)

This Consulting Services Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**Between:**

**CITY OF MOOSE JAW**  
("Moose Jaw")

and **<NAME OF CONTRACTOR>**  
(the "Consultant")

Moose Jaw wishes to engage the Consultant to perform certain consulting services for Moose Jaw. Accordingly, Moose Jaw and the Consultant agree as follows:

- 1. **Contract Documents:** The rights and obligations of Moose Jaw and the Consultant are set forth in this Agreement, which includes the following attached Schedules:

- Schedule A - Services
- Schedule B - Payment for Services
- Schedule C - General Conditions

All capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to such terms in Schedule C – General Conditions.

- 2. **Services:** The Consultant shall perform the Services described in the attached Schedule A – Services in accordance with this Agreement.
- 3. **Payment:** Moose Jaw agrees to pay the Consultant for the Services performed, the amounts set forth in the attached Schedule B – Payment for Services, at the times and in the manner prescribed by this Agreement.
- 4. **Counterparts:** This Agreement may be executed in one or more counterparts and may be executed and delivered by facsimile or electronic mail, and all the counterparts taken together constitute one and the same instrument.
- 5. **Notices:** All notices or other communications between the parties under this Agreement shall be in writing and delivered to the address set out below:

Moose Jaw:  
<insert address>

Consultant:  
<insert address>

Fax: (<area code>) <fax number>  
Attention: <name or title>

Fax: (<area code>) <fax number>  
Attention: <name or title>

- 6. **Binding Agreement:** Moose Jaw and the Consultant, intending to be legally bound, have signed this Agreement.

*(signature page to follow)*

**CITY OF MOOSE JAW**

**[CONSULTANT]**

By: \_\_\_\_\_

Name:  
Title: Mayor

By: \_\_\_\_\_

Name:  
Title:

By: \_\_\_\_\_

Name:  
Title: City Clerk

**SCHEDULE A – SERVICES**

**Scope of Services**

**[NTD: Provide a detailed description of the scope of the Services to be performed by the consultant, or refer to separate scope of services document which describes the Services.]**

**If the Services are being provided in relation to a specific project, include a description of the project.**

**List/describe all deliverables which are expected to be prepared and delivered by the Consultant during the course of the Services]**

**Schedule**

**[NTD: Describe the schedule and any important milestones or deadlines related to the Services]**

**Sub-consultants**

The following are the approved sub-consultants for the Services:

<u>Scope of Services</u>	<u>Sub-consultant</u>
_____	_____
_____	_____
_____	_____
_____	_____

## SCHEDULE B – PAYMENT FOR SERVICES

### 1. Fees Payable for Services

1.1 For the performance of the Services, Moose Jaw shall pay the Consultant (select one):

a fixed sum of \$<amount>.

### 2. Taxes

2.1 The fixed fee/hourly rates set out in Section 1 above, as applicable, are exclusive of applicable GST and PST, but are inclusive of all other taxes or charges in connection with the Services.

### 3. Reimbursable Expenses

3.1 In addition to the fees set out in Section 1 above, Moose Jaw shall reimburse the Consultant for the following out-of-pocket expenses incurred by the Consultant in performing the Services, at actual cost with no markup:

(a) **[List specific expenses/disbursements that are reimbursable, or state "N/A" if there are none.];**

(b) ●

(c) other reimbursable expenses specifically approved in writing by Moose Jaw prior to being incurred.

3.2 The Consultant shall maintain proper records of reimbursable expenses, and shall make such records to Moose Jaw on request.

### 4. Invoicing

4.1 The Consultant may invoice Moose Jaw monthly in arrears, based on the value of the Services performed during the preceding month.

4.2 Invoices may be submitted electronically to ● **[NTD: Insert details for invoice recipient.]** Invoices shall be accompanied by such documentation and information, including time sheets, as Moose Jaw may reasonably require in order to substantiate the Services performed to which the invoice relates.

4.3 Payment of the Consultant's invoice(s) shall be due 30 days after receipt by Moose Jaw, unless Moose Jaw contests all or any part of the invoice in good faith.

### 5. Changes and Adjustments **[NTD: Delete is the fees are lump sum, and if there are no hourly rates for additional services set out in Schedule B.]**

5.1 If the scope of the Consultant's Services is to be changed, the fees for such additional services shall be based on the hourly rates set forth in this Schedule B – Payment for Services. Any such change or adjustment to the Services or fees must be confirmed in writing before any additional services are undertaken by the Consultant.

## SCHEDULE C – GENERAL CONDITIONS

### Article 1: INTERPRETATION

#### 1.1 Definitions

In this Schedule C – General Conditions:

- (1) "**Agreement**" and "**Contract Documents**" each mean, collectively, (i) the Consulting Services Agreement signed by Moose Jaw and the Consultant, (ii) all of the schedules or other documents attached to this Agreement, or otherwise incorporated by reference from time to time, and (iii) all amendments to the foregoing from time to time duly executed by Moose Jaw and the Consultant
- (2) "**Confidential Information**" has the meaning given in Section 6.5.
- (3) "**Documents**" has the meaning given in Section 2.12.
- (4) "**Owner Indemnified Parties**" means, collectively, Moose Jaw, its Mayor and Councillors, and its employees, agents and representatives.
- (5) "**Personnel**" means, collectively, the Consultant's employees, agents and representatives, and any other individuals under the direction of the Consultant involved in the performance of the Services.
- (6) "**Services**" means the carrying out and doing of all things that are to be done or supplied by the Consultant pursuant to this Agreement.

Other defined terms have the meaning ascribed to them elsewhere in the Contract Documents.

#### 1.2 Governing Law

The laws of the Province of Saskatchewan govern the interpretation, validity and enforceability of this Agreement. Each party agrees to submit to the jurisdiction of the courts of the Province of Saskatchewan.

#### 1.3 Governing Terms and Conditions

The terms and conditions set forth in this Agreement constitute the exclusive agreement between Moose Jaw and the Consultant and this Agreement supersedes all prior agreements or commitments, whether oral or written, with respect to the Services. No representation, inducement, promise, understanding, condition or warranty not set forth in this Agreement has been made or relied upon by either party. No agreement or understanding modifying the terms of this Agreement will be binding on Moose Jaw or the Consultant unless made in writing and signed on behalf of Moose Jaw and the Consultant.

### Article 2: PERFORMANCE OF THE SERVICES

#### 2.1 Performance of the Services

The Consultant shall have complete control of the Services and shall effectively direct and supervise the Personnel involved in the Services so as to ensure compliance with the Contract Documents.

## 2.2 **Standard of Care**

The Consultant shall perform the Services with the degree of diligence, skill and care required by customarily accepted procedures and practices for comparable services in the Consultant's industry, at the time that the Services are performed.

## 2.3 **Time for Performance**

The Consultant shall perform the services diligently at all times and within any timelines or schedule specified in Schedule A – Scope of Services.

## 2.4 **Subcontracts**

The Consultant will not employ any subcontractors or sub-consultants to perform any part of the Services without first obtaining the written authorization of Moose Jaw. No subcontracting by the Consultant, nor the granting of any authorization to subcontract by Moose Jaw, will relieve the Consultant of any of its liabilities or obligations under the Contract Documents.

## 2.5 **Additional Instructions**

Moose Jaw may furnish additional instructions as necessary for the performance of the Services. All such additional instructions must be consistent with the general scope and intent of the Services. In giving such additional instructions, Moose Jaw will have the authority to make minor changes in the Services, not inconsistent with the general scope and intent of the Contract Documents.

## 2.6 **Additional Services**

Moose Jaw and the Consultant may, by mutual agreement, make changes to the Services. Any adjustment to the amounts payable to the Consultant for such additional services must be confirmed in writing before any additional Services are undertaken by the Consultant.

## 2.7 **Compliance with Rules and Regulations**

The Consultant shall, and shall cause each of the Personnel to, comply with all rules and regulations established or adopted by Moose Jaw with respect to occupational health and safety, environmental management, emergency response and evacuation, fire prevention, site security and administrative and operational rules and regulations, as may be supplemented or modified by Moose Jaw from time to time for any Moose Jaw facility or work site where the Consultant or the Personnel may attend in connection with the Services.

## 2.8 **Compliance with Laws and Codes**

The Consultant shall, and shall cause each of the Personnel to, comply with all federal, provincial, local or other laws, ordinances, rules, codes, regulations and permits of any relevant government or governmental authority which affect the Services as well as all industry codes and standards customarily applicable to the Services.

## 2.9 **Permits and Licenses**

Except as otherwise specified elsewhere in the Contract Documents, the Consultant shall, at its expense, obtain and comply with all necessary permits, licenses, certificates, clearances, approvals, authorizations or consents required by any relevant government or governmental authority for the performance of the Services.

## 2.10 Responsibility for Taxes

All sales or use taxes applicable to the amounts charged by the Consultant under this Agreement shall be separately identified in all invoices delivered by the Consultant. The Consultant shall promptly pay when due and shall indemnify and save harmless Moose Jaw from all taxes, withholding taxes, duties, levies, contributions, assessments or other charges in relation to the Services or this Agreement that may be payable to any federal, provincial, local or other government authority in connection with the amounts paid by Moose Jaw to the Consultant under this Agreement.

## 2.11 Expenses

Except where expressly provided otherwise in this Agreement, the Consultant shall be solely responsible for all supervision, certification, training and all other expenses relating to the employment of Personnel, and the cost of all items consumed by the Consultant in the course of providing the Services.

## 2.12 Documents

All drawings, specifications, plans, studies, models, data, reports, specifications, surveys, calculations and any other documents, information and material (collectively, the "**Documents**"), collected, compiled, or produced during the performance of the Services shall be works for hire and shall upon their development be and become the property of Moose Jaw. Any copyright arising in respect of any of the Documents is hereby assigned to Moose Jaw, and the Consultant hereby waives any moral rights it may have in or related to the copyright in respect of any of the Documents.

## 2.13 Intellectual Property

The Consultant shall ensure that neither the Services nor any of the Documents will constitute or result in any infringement or violation of any intellectual property right including, without limitation, any patent, copyright or industrial design protection or any law relating thereto. The Consultant shall indemnify and save harmless Moose Jaw from all claims, demands, actions, costs, expenses, judgements, losses or damages which may arise out of or result from the assertion by any person that the supply by the Consultant for use or other application by Moose Jaw of all or any portion of the Services or Documents furnished under this Agreement infringes any industrial or intellectual property rights, or law relating thereto.

# Article 3: TERMINATION

## 3.1 Termination for Cause

In addition to any other rights and remedies which it may have, Moose Jaw may terminate this Agreement if the Consultant:

- (1) fails to comply with any of the terms or conditions of this Agreement including, without limitation, late performance of Services or performance of the Services in a manner which does not conform with this Agreement; or
- (2) is adjudged bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, institutes or becomes subject to proceedings under any laws for the relief of debtors, or if a receiver, monitor, trustee or liquidator is appointed over the Consultant's business.



### 3.2 Termination Without Cause

Moose Jaw may, at any time, terminate this Agreement without cause at its sole option by giving at least thirty (30) days written notice to the Consultant to that effect. Upon Moose Jaw giving such notice to the Consultant, the Consultant shall take all reasonable steps to wind-down the Services as soon as reasonably practical. Moose Jaw shall pay the Consultant for the Services completed prior to the effective date of termination, together with any actual direct costs resulting from such termination. Payment of such amounts will be the Consultant's exclusive remedy and will constitute satisfaction of any and all liabilities of Moose Jaw, with respect to any such termination of this Agreement.

### 3.3 Rights on Termination

Upon termination of this Agreement and the engagement of the Consultant:

- (1) the Consultant shall, within seven days of notice of the termination, deliver to Moose Jaw all components and items of its Services and the Documents, as they exist as of the date of termination; and
- (2) all property, title and interest of the Consultant in the Services and Documents, as the same exists to the effective date of termination, shall immediately pass to and vest in Moose Jaw.

## Article 4: INDEMNIFICATION AND LIMITATION OF LIABILITY

### 4.1 Consultant Indemnity

The Consultant shall indemnify and hold harmless the Owner Indemnified Parties from and against all liability, damages, losses, expenses or costs (including legal fees on a solicitor/client basis) suffered or incurred by Moose Jaw as a result of claims, demands, actions, causes of action, suits or proceedings, which may be made or brought or prosecuted against Owner Indemnified Parties or any of them by a third party, to the extent arising out of, resulting from or attributable to:

- (1) the acts or omissions, including, without limitation, negligence, gross negligence, or willful, wanton or intentional misconduct of the Consultant or the Personnel in the performance of the Services; or
- (2) a breach of this Agreement by the Consultant.

### 4.2 Consequential Damages

Notwithstanding any other provision of this Agreement, the Consultant shall not be liable to Moose Jaw in relation to this Agreement, whether due to breach of contract, tort, negligence, warranty, strict liability or otherwise, for consequential damages, including, without limitation, loss of profits, loss of revenue or loss of anticipated business suffered or incurred by Moose Jaw arising from the performance of Services.

## Article 5: INSURANCE

### 5.1 Consultant's Insurance

The Consultant shall, without limiting its obligations or liabilities herein, maintain and keep in force during the performance of the Services at its expense the following insurance with limits specified below:

- (1) commercial general liability insurance with a combined single limit of \$5,000,000 per occurrence and in the aggregate, covering all operations by or on behalf of the Consultant against claims for personal injury (including bodily injury and death) and property damage;
- (2) automobile liability insurance with a combined single limit of not less than \$2,000,000.00 for each occurrence of bodily injury (including passenger hazard), and property damage. Such insurance shall cover all owned, hired or non-owned motor vehicles;
- (3) professional liability (errors and omissions) insurance with a limit of \$2,000,000 for each claim and in the aggregate, covering losses arising from the performance of the Services; and
- (4) any other insurance which the Consultant is required by law to provide.

## 5.2 Terms of Insurance

The insurance obtained by the Consultant pursuant to Section 5.1 shall be provided in accordance with the following terms and conditions:

- (1) all insurance coverage specified in Section 5.1 shall be in a form and with insurers acceptable to Moose Jaw, acting reasonably.
- (2) the Consultant shall provide Moose Jaw with satisfactory proof of insurance coverage required by Section 5.1 prior to commencing the Services. The Consultant will provide certified copies of actual insurance documents if requested by Moose Jaw.
- (3) Moose Jaw shall be included as an additional insured for the Consultant's commercial general liability insurance for liability arising out of or in relation to the Services or the Consultant's work or operations performed under or incidental to this Agreement.

## Article 6: GENERAL PROVISIONS

### 6.1 Rights and Remedies

Except as otherwise expressly provided in this Agreement, the rights and remedies of the parties specified in this Agreement are cumulative and are not exclusive of any other rights or remedies which the parties would otherwise have.

### 6.2 Survival

All provisions of this Agreement which expressly or by their nature survive the termination of this Agreement or the completion of the Services will continue in full force and effect after any termination of this Agreement or the completion of the Services.

### 6.3 Independent Contractor

The Consultant shall be an independent contractor and not an agent or representative of Moose Jaw. Nothing contained in this Agreement shall create any contractual relationship between Moose Jaw and any subcontractor, nor an employment relationship between Moose Jaw and any of the Personnel.

### 6.4 Conflict of Interest

The Consultant and the Personnel:

- (1) shall conduct their duties related to this Agreement in good faith and with impartiality and if, in the course of their duties, they exercise inspection or other discretionary authority over any party with whom a separate relationship between them and such party could bring their impartiality in relation to this contract into question, the Consultant must notify Moose Jaw as to the nature and extent of such relationship;
- (2) shall not influence, seek to influence, or otherwise take part in a decision of Moose Jaw, knowing that the decision might further their private interests; and
- (3) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement or, that causes, or would appear to cause, a conflict of interest.

## 6.5 Confidentiality

- (1) In this Section, "**Confidential Information**" means: (i) the terms and conditions of this Agreement; (ii) all knowledge and information concerning the technical, commercial, business, and public service operations of Moose Jaw; (iii) any third party proprietary information in the custody and control of Moose Jaw; or (iv) any personal information as defined in *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), any of which may be acquired by the Consultant in the course of the performance of the Services;
- (2) The Consultant shall keep all Confidential Information strictly confidential. The Consultant shall not, without the prior written consent of Moose Jaw, divulge to any third party any of the Confidential Information, or make any commercial use whatsoever of the Confidential Information. The Consultant agrees that the Confidential Information shall be used solely for the Consultant's performance of the Services. The obligations of the Consultant under this Section 6.5 shall survive completion of the performance of the Services or the termination of this Agreement, for a period of ten years.
- (3) The Consultant further agrees that only those of its Personnel who have a need to receive Confidential Information for the performance of its obligations under this Agreement shall have access thereto and, in such event, the Consultant agrees and undertakes to cause the Personnel to hold such Confidential Information so received under the obligations of confidentiality imposed by this Section.
- (4) For greater certainty, the Consultant shall be responsible to Moose Jaw for any disclosure or use of the Confidential Information contrary to this Agreement by any of the Personnel or any other party to whom the Consultant has disclosed such Confidential Information.

## 6.6 Assignment

This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns, as the case may be. The Consultant shall not assign this Agreement, or any part, benefit or interest in this Agreement, without the prior written consent of Moose Jaw.

## 6.7 Entire Agreement

This Agreement constitutes the entire agreement between the parties in respect of its subject matter and supersedes all prior agreements, proposals or tender submissions, quotation requests, understandings, representations, warranties, promises, statements, negotiations, letters and documents in respect of its subject matter (if any) made or given prior to the date of this Agreement.