CITY OF WEYBURN

Request for Proposal

Street Light Installation Project

RFP# CoW1807
3/13/2018
1.0  Introduction
The City of Weyburn is soliciting proposals for a Street Light Installation Project which would replace the existing high pressure sodium (HPS) street lights with light emitting diode (LED) equivalent, decorative steel light fixtures and all associated infrastructure.

Weyburn owns and maintains its HPS head street lights on steel poles on 3rd Street NE between Coteau Avenue and Railway Avenue and on Souris Avenue between 2nd Street NE and 4th Street NE.

SaskPower currently owns the underground power supply to the street lights which requires replacement due to its current condition. The City of Weyburn plans to replace the underground power supply and install conduit; the City would then own the underground power supply and SaskPower would provide a metering point to the City.

The City of Weyburn is seeking to collaborate with a Contractor to gain prospective advantages with upgrading the lighting infrastructure to LED including: better visual clarity, safety, and energy savings.

2.0  Background
The unreliable operation of the street lights on 3rd Street NE and Souris Avenue has been a concern for the City of Weyburn since 2011. In October of 2012, a local contractor investigated the cause of the unreliable operation of the street lights and the contractor submitted a letter to the City indicating that the SaskPower owned underground power supply to the street lights was not a reliable source of power. An overhead power source to the lights was then installed by SaskPower as a temporary solution until the underground power supply could be repaired. The temporary overhead power supply is now also in poor condition which has resulted in several street lights being non-operational.

The City owned street light wattage is 150 W HPS, the light posts are 30 feet tall, and quantity and location of the posts are summarized below:

- 3rd Street, west side – 7
- 3rd Street, east side – 7
- Souris Ave north side – 3
- Souris Ave south side – 3
- Intersection of 3rd Street and Souris Ave – 4, as part of traffic light system

An aerial photograph and map of the street lights are provided in Appendix A.
3.0 Scope of Services and Requirements

The successful proponent will be fully responsible for assessing the lighting requirements for 3rd Street and Souris Avenue, as well as, supplying the materials and construction services to provide a turnkey solution for installing new LED street lights and underground power supply.

The primary work required of the Contractor includes, but is not limited to: development of a street light installation work plan, sourcing all materials, installing decorative light fixtures, and replacing the aging underground infrastructure for the City.

3.1 Contractor Responsibilities

Part 1: Work Plan Development

- The Contractor will conduct a site assessment to collect data associated with the existing street light infrastructure. The data will then be assessed and recommendations will be provided to the City for appropriate street light wattage, fixture height and fixture spacing, as well as, requirements for the underground power supply and conduit. The lighting recommendations provided by the Contractor should achieve a warranted lighting level vehicle and pedestrian traffic.

Part 2: Street Light Installation

1- Materials:

- The Contractor will supply materials for the light fixture installation which would include all foundations, decorative light posts/bases/arms, luminaries, photo cells, and all other associated materials.
  - The Contractor will select a decorative light fixtures based on the preferred fixture style approved by City Council. A visual representation of Council’s style preference that should be used by the contractor when selecting an appropriate fixture style is provided in Appendix B.
    - For cost estimating purposes, it should be assumed that light fixtures are to be installed in the same quantity and spacing as the existing light fixtures (24 total light fixtures).
    - Light fixtures that can be fitted with traffic lights are required as a desirable option for light fixtures at the intersection of 3rd Street NE and Souris Ave.
  - The new LED luminaries will be consistent with state of the art products from a nationally recognized manufacturer that has successfully developed these units and has a product line that is widely accepted and implemented. The material is listed by a recognized testing and listing organization, and compliant with Canadian standards and local codes and ordinances.
- State of the art LED street lights are required for this project. The products that would meet this requirement are those that are developed and manufactured in the recent two years. The lights should be part of a Smart Grid which would allow for adjustment of light intensity and adjustment of light timing, at a minimum, though the use of a supplier provided software system.

- Materials shall conform to codes. The Contractor shall furnish materials that conform to local codes and ordinances.

- Materials shall be uniform throughout the project and shall be from one single vendor.

  • The Contractor will also supply all materials associated with the installation of an underground conduit and power supply. Redundancy of the power supply will not be required as part of the scope of work.
  
  • The Contractor will also supply all materials associated with the installation of decorative light posts.
  
  • The Contractor will supply all materials required to return the site to preconstruction condition (i.e. concrete, asphalt, etc.)
  
  • The Contractor shall be responsible for the integrity of materials. Materials provided for installation on the projects shall be new, unaltered as provided by the vendors.
  
  • The Contractor shall be responsible for the storage of materials and equipment which shall not be in any City facilities or in the public Right-of-Way (ROW).
  
  • The Contractor shall supply and deliver 2 spare luminaries to the Public Works Shop located at 55 – 1st Street in Weyburn, SK to be utilized for maintenance.

2- **Installation:**

  • The Contractor will provide the equipment and labour for installation of the underground conduit and power supply, installation of light fixtures and all associated works. This would include all work involved in the installation of the luminaries such as running and connecting all wires, installation of the new photo cell, installation of the fixture wattage label on the luminaries.

      o It is anticipated that installation of underground infrastructure will be conducted in a manner that minimizes disturbance to asphalt and concrete infrastructure.

  • The Contractor will provide power supply for Christmas lights at different locations at the discretion of the City Engineer.

  • The Contractor shall provide labour in the form of certified electricians at the journeyman level, with no exception, for installation of the luminaries, in situ or on the bench.
• The Contractor will complete a Sask1stCall and will complete additional utility locates, as required, prior to any ground disturbance activities.
• The Contractor will provide all barricades signage required for traffic accommodation.
• All work performed on the project shall comply with all applicable codes and regulations.
• The Contractor shall salvage and transport all dismantled light fixtures to the City of Weyburn Public Works Shop.
• The Contractor is responsible for restoring the site to preconstruction conditions following the installation of the underground infrastructure and light fixtures.
  o Survey monuments are located on the corners of downtown sidewalks. These survey monuments shall not be damaged during construction activities without prior approval from local surveying contractors and the City.

3- Commissioning
• The Contractor shall complete all activities associated with the commissioning of the installed LED light fixtures and underground power supply.
• The Contractor is responsible for connecting the underground power supply to SaskPower metering point.

Part 3: Project Administration
1- Communication and Documentation:
• The Contractor will provide a daily update to the Project Manager regarding project progress by telephone or e-mail.
• The Contractor will provide documentation by e-mail, on a weekly basis, to update the City on project progress, any communications with Stakeholders, expenditures, and any other project supporting material.
  o The Contractor will maintain documentation of all site activities, for example, photos taken of street light locations before and after the switch out of the HPS lights.
• The Contractor will provide data to allow the City to update their asset management database and will provide “as-built” drawings, and associated AutoCAD files, for the installed infrastructure following the completion of the project.
• The Project Manager will conduct site visits, as required, to evaluate the contractor’s work and to gauge the quality, safety and delivery of service. The data obtained from the field is vital in evaluating work performed.
The Contractor will participate in scheduled meetings with the City of Weyburn, as required, and will prepare and supply minutes of meeting to participants.

The Contractor will provide any software associated with the operation of the street lights and will provide all supplier information, manuals and training required to utilize and maintain the software.

The Superintendent of Public Works shall be briefed, supplied with all documents, included in all meetings and reported to on all matters related to the materials used in the replacement, spare parts inventory, and maintenance issues, etc.

2- Technical Information:

- The Contractor will provide information on potential rebates to the City for establishing a sustainable energy efficiency program.
- The Contractor will provide technical information for the LED conversion of City street lights and illustrate how the energy savings associated with the conversion can be leveraged to pay back the LED light installation costs over long term usage. The Contractor will provide documentation of the potential savings in electric utility bills and maintenance in comparison between the former HPS and the new LED street lights.

3.2 City Responsibilities

- The City is responsible for communicating with SaskPower to provide the metering point for the underground power supply. A logical metering point will be determined based on discussions with SaskPower and the City; location to be provided to the Contractor.
- The City will provide available record drawings for City owned underground utilities.
- The City will provide requirements for traffic accommodation.

3.3 Warranty

The proponent agrees to execute and complete the scope of work as stated herein and warranty such work for a period of one (1) year.

3.4 Project Schedule

It is anticipated that project field installation dates are approximately May 1, 2018 to October 31, 2018. The project shall be complete by October 31, 2018.

4.0 Performance Measures

The work performed has a high impact on the Weyburn community and public safety, health and well-being. The Contractor shall ensure performance of all work is in conformance with OH&S regulations, industry safety measures, all codes and regulations, and all City regulations. The Contractor shall abide by all traffic regulations, requirements and orders, City allowed work hours, City holiday schedule, etc.
5.0 Terms and Conditions

It is very important to review and understand all the terms and conditions, as well as, all the policies and programs, listed in this section. The City will award contracts only to firms that are able to meet the requirements listed below following contract award:

a. Business License: The firm selected for this contract shall obtain or provide proof of having a current City of Weyburn Business License.

b. Sample Agreement: A sample Agreement is included in APPENDIX C. The awarded Contractor will be required to enter into this agreement.

c. Insurance Requirements: The Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract.

d. Bonding Requirements: The Contractor is required to provide a Performance Bonds for 10% of the value of the contract.

6.0 Third Party Agreement

The Third Party agrees to indemnify and save harmless Canada, Saskatchewan, the Recipient, their officers, servants, employees or agents from and against claims, demands, loss, expenditures, damages, actions, suits, or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss of infringement of rights caused by or arising directly or indirectly from:

- This Contract;
- The performance of a contract or the breach of any term or condition of it by the Third Party, its officers, employees or agents; or
- Any omission or other willful or negligent act of the Third Party, their respective officers, employees or agents.

The Third Party agrees that nothing in this Contract is to be constructed as authorizing the Third Party to contract for or to incur any obligation on behalf of Canada, Saskatchewan or the Recipient or to act as agent for them.

7.0 Conflict of Interest/Confidentiality/City-Contractor Relationship

Contractor shall avoid all conflicts of interest and respect its relationship with the City by maintaining confidentiality of materials deemed confidential by law. Contractor specifically agrees to the following:

a. Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under
this RFP. Without limitation, the Contractor represents to and agrees with the City that no conflict of interest is created between providing the City services hereunder and any interest Contractor may have with respect to any other person or entity which has any interest adverse or potentially adverse to the City.

b. All reports, analysis, maps, diagrams or any documents prepared or assisted in the preparation of or by the Contractor are also considered the work product of the City and shall not be communicated to any person except as specifically authorized in writing signed by the City.

8.0 Response Requirements

Proponents are requested to submit one (1) original and one (1) electronic copy of their proposal. Proponents are asked to ensure their proposal is submitted in two (2) separate envelopes. One envelope containing: **Part 1) technical response in binder and .PDF #1**; and one envelope containing **Part 2) pricing response in binder and .PDF #2**. Proponents should also label the envelopes with the RFP Title, the Proponent’s name and address, and the RFP# (CoW1807). Submissions must contain the following information:

Part 1:

1- A statement of project understanding.
2- A detailed proposal describing materials types and installation methods to be utilized during the project, as well as, project administrative strategies.
3- A schedule for project delivery by October 31, 2018.
4- A list of expertise of key team member that will be communicating with the City on this project and a list of sub-contractors if applicable. Briefly describe the project responsibility of each team member.
5- A description of previous experience on related projects. Describe experience with work plan development, material procurement, project implementation, and project administration activities.

Part 2:

1- A detailed description of costs associated with work plan development, supply of materials, installation of infrastructure, and project administrative tasks associated with providing a turnkey lighting system as outlined in Appendix D.

9.0 Rejection of Proposal Elements

All responses to the RFP become the property of the City. The RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal. This project is subject to budget constraints. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion
any and all aspects of the RFP and/or RFP process, to reject any or all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel the RFP without liability, obligation, or commitment to any party, firm, or organization. In addition, the City reserves the right to waive any defects as to form or content of the RFP or any responses by any Contractor teams and to request and obtain additional information from any candidate submitting a proposal. Furthermore, a proposal RISKS BEING REJECTED for any of the following reasons:

a. Proposal received after designated time and date.
b. Proposal received at other than the designated location.
c. Proposal not containing the required elements, exhibits, nor organized in the required format.
d. Proposal contains excess or extraneous material not called for in the RFP.
e. Proposal considered not fully responsive to this RFP.

10.0 Evaluation Process

The City of Weyburn Engineering Department has allocated approximately seven (7) business days for review of the proposals and an additional seven (7) business days for consideration from City Administration. The following specific criteria and the maximum possible points for each criterion, for a total of 100 points, will be used in evaluating and rating the proposals.

1- RELEVANT EXPERIENCE - 30 points maximum
   • Experience providing services similar to those described in this RFP.
   • Prior experience and ability to work with local government staff, community groups, and other stakeholders, and addressing the various interests in implementing a successful project.
   • Professional background and qualifications of team members and firms comprising the team.
   • References

2- CONTRACT AMOUNT - 35 points maximum
   • Total Contract Price

3- APPROACH - 30 points maximum
   • Understanding of the nature and extent of the services required.
   • A timeline for the execution of the work.
   • Aesthetic and technological suitability of proposed decorative LED light fixtures.
   • Suitability of proposed infrastructure installation methods.

4- ORGANIZATION - 5 points maximum
   • Special resources the team offers that are relevant to the successful completion of the project.
   • Capacity and flexibility to meet schedules, including any unexpected work.
   • Ability to perform on short notice and under time constraints.
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- Cost control procedures in design, procurement, construction and documentation.
- Ability to perform activities in coordination with the City.

11.0 Selection Process

The completion of this evaluation process will result in the Contractor being numerically ranked utilizing the point system specified. The Contractor ranked first will be recommended to Council for project award by the City Manager. Following Council approval, the Contractor will be invited to participate in contract negotiations. The City may require the Contractor to submit technical information or other revisions to the Contractor’s qualifications as may result from negotiations. Should the City and the first ranked Contractor not be able to reach an agreement as to the contract terms within a reasonable timeframe, the City may terminate the negotiations and begin negotiations with the Contractor that is next in line.

The contract amount (including reimbursements) shall be a not-to-exceed amount, to be established based upon a mutually agreeable Scope of Services and fee schedule.

Once a final award is made, all RFQ responses, except financial and proprietary information, become a matter of public record and shall be regarded by the City as public records. To withhold financial and proprietary information, please label each page as "confidential" or "proprietary". Although a document may be labeled "confidential" or "proprietary", information is still subject to disclosure under The Cities Act, and is, at the City's discretion, based on the potential impact of the public’s interests whether or not to disclose "confidential" or "proprietary" information. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Cities Act.

Upon successful completion of the negotiations, City Administration will award the contract to the selected Contractor. Upon award the City will issue a Notice To Proceed (NTP). The selected Contractor will be required to enter into a contract agreement.

12.0 Site Tour

The City will be conducting a site tour, followed by a questions and answer period, at 2:00 PM on Tuesday, March 20, 2018. All interested parties shall meet City Staff at the City Hall located at 157 – 3rd Street NE in Weyburn, SK at the specified date and time. Personal Protective Equipment must be worn when taking part in the site tour.

13.0 Submission

To receive consideration, response to the RFP must be submitted, no later than 3:00 PM, Tuesday, March 27, 2018. Any Proposal received at the designated location after the required time and date specified for receipt shall not be considered.
Questions regarding the RFQ should be directed to:

Nader Keshta, by phone (306.848.3237) or e-mail (nkeshta@weyburn.ca)

Questions must be received by phone or e-mail by Thursday, March 22, 2018 at 3:00 PM.

14.0 Key Dates

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
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<tbody>
<tr>
<td>Site Tour</td>
<td>2:00 PM on March 20, 2018</td>
</tr>
<tr>
<td>Questions Submission Deadline</td>
<td>3:00 PM on March 22, 2018</td>
</tr>
<tr>
<td>Proposal Submission Deadline</td>
<td>3:00 PM on March 27, 2018</td>
</tr>
<tr>
<td>Estimated Evaluation and Review of Proposals</td>
<td>April 3, 2018</td>
</tr>
<tr>
<td>Estimated Negotiation of Agreement with selected Proponent</td>
<td>April 3 to April 9, 2018</td>
</tr>
<tr>
<td>Estimated Execution of Agreement</td>
<td>April 10, 2018</td>
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15.0 City Representative

Direct all proposal submissions to the following City Representative:

Donette Richter, City Clerk
157 3rd Street NE
Weyburn, Saskatchewan
S4H 2K6

Email: drichter@weyburn.ca
Appendix A

Aerial Photographs
Figure 1: Aerial Photograph of 3rd Street from Railway Avenue to Coteau Avenue
Figure 2: Street light map of 3rd Street from Railway Avenue to Coteau Avenue
Appendix B

Preferred Street Light Fixture Style
Figure 2: Examples of preferred decorative street light styles
Appendix C

Sample Agreement
CONTRACTOR SERVICES AGREEMENT

This Contractor Services Agreement (the “Agreement”) dated effective _________________, 2018 (the “Effective Date”) is between:

THE CITY OF WEYBURN
157 – 3rd Street NE
Weyburn, SK S4H 2K6

(“The City”)

and:

EXAMPLE CONTRACTING
Box 123
Weyburn, SK S4H 2K6

(“Contractor”)

BACKGROUND

A. The City of Weyburn currently owns 24 high pressure sodium (HPS) street lights on 3rd Street NE between Coteau Avenue and Railway Avenue and on Souris Avenue between 2nd Street NE and 4th Street NE that require replacement.

B. The City intends to replace the City owned HPS street lights with decorative LED street lights, as well as, install new conduit and underground power supply to operate the lights to be owned by the City (the “Project”).

C. The City wishes to retain Contractor to provide services in connection with the Project on the terms and conditions set out in this Agreement.

D. The Contractor wishes to provide such services to the City in accordance with the terms and conditions of this agreement.

Therefore, in consideration of the premises and provisions herein stated, the City and the Contractor mutually covenant and agree as follows:

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. Services Provided by Contractor

1.1. Scope of Services. Contractor shall provide the services identified to Contractor described in Schedule “A” (the “Services”).
1.2. **Provision of Services.** Subject to Schedule “A”, Contractor shall be free to determine the hours of the day during which it will perform the Services and the manner in which the Services are performed, provided, however, that access to the City’s premises and communication with the City’s staff shall only be granted during the City’s normal business hours unless otherwise authorized by the City.

2. **Term**

2.1. The term of this Agreement shall be from the Effective Date until completion of the Services, unless terminated earlier pursuant to Part 11 of this Agreement (the “**Term**”).

3. **Representatives**

3.1. The representative of the City shall be Mathew Warren, and the representative of Contractor shall be Jane Doe. The parties' respective representatives shall have the authority to transmit information and instructions to one another and to act on behalf of their respective parties. Either party may designate another individual to act as its representative and shall provide written notice to the other party of such designation.

4. **Covenants of Contractor**

4.1. Contractor hereby covenants to the City as follows with respect to the performance of the Services:

(a) Contractor shall comply with all applicable laws, orders, regulations, ordinances, standards, codes and other rules, licenses and permits of all lawful authorities; and

(b) Contractor shall furnish all labor, supervision, tools and equipment (except as otherwise expressly provided in this Agreement)

(c) Contractor shall ensure compliance with The Provincial Sales Tax Act in Saskatchewan.

5. **Terms of Payment**

5.1. **Fees.** The City shall pay Contractor for the Services in accordance with Schedule “A”.

5.2. **Payment of Invoice.** Payment terms are net 30 days from the invoice date. *(The City of Weyburn will maintaining a PST holdback of 6% for out of province Contractors)*

5.3. **Interest:** The City will pay interest on overdue accounts at the rate stipulated on the face of the invoice, or if no rate is stipulated, at a rate equal to the lesser of: (a) 2% per month (a compounded rate of 26.8% per annum, calculated monthly); and (b) the maximum legal interest rate.

6. **Taxes**

6.1. All taxes and excises of any nature whatsoever that are now or hereafter levied by any federal, provincial, state, municipal or other authority having jurisdiction upon the sale or transportation of any goods, shall be paid and borne by the City.

6.2. Without limiting the generality of Section 6.1, the City acknowledges and agrees that Contractor may, in its sole discretion and at any time, adjust any fees or charges owing by the City hereunder
to reflect changes in taxes, excises or legislation of any nature whatsoever that are hereafter implemented by any federal, provincial, territorial, state, municipal or other authority having jurisdiction and which affect the pricing of products or services provided by Contractor pursuant to this Agreement.

7. Maintenance of Records

7.1. Contractor shall keep full and detailed records respecting performance of the Services for at least one year after completion or termination of the Services, and Contractor shall permit the City to inspect and audit these records at the City’s expense at all reasonable times and upon reasonable advance notice.

8. Warranty

8.1. Installation Warranty. Contractor will perform the Services in a professional manner consistent with applicable industry standards. Contractor will, within the period of one year following the date of substantial completion repair any defective workmanship in the Services.

9. Insurance

9.1. Contractor shall take out, maintain and provide proof of workers' compensation coverage in accordance with the statutory requirements in the jurisdiction where the Services are performed; commercial general liability for bodily injury, death and property damage in the minimum amount of $2 million per occurrence and in the aggregate, naming the City as an additional insured with respect to the Services; and automobile liability on all vehicles used by Contractor in the minimum amount of $2 million per occurrence in respect of bodily injury, death and property damage. Evidence of all such policies, in the form of a certificate of insurance, shall be provided to the City upon request.

10. Liability

10.1. Indemnity from Contractor. Contractor shall indemnify and hold the City, its directors, officers, representatives, agents and employees (the “The City Indemnified Party”) harmless from and against any actions, claims, damages, costs and expenses, including reasonable attorneys’ fees, resulting from bodily injury, death or damage to property to the extent caused by Contractor or any of Contractor’s subcontractors and pertaining to Contractor’s performance or non-performance under this Agreement, except to the extent caused by an act of negligence or willful misconduct of the City Indemnified Party.

10.2. Indemnity from the City. The City shall indemnify and hold Contractor, its directors, officers, representatives, agents and employees (the “Contractor Indemnified Party”) harmless from and against any actions, claims, damages, costs and expenses, including reasonable attorneys’ fees, resulting from bodily injury, death or damage to property to the extent caused by The City or any of the City’s subcontractors (excluding Contractor) and pertaining to the City’s performance or non-performance under this Agreement, except to the extent caused by an act of negligence or willful misconduct of the Contractor Indemnified Party.

10.3. Limitation of Liability. In no event shall Contractor be liable for special, indirect, consequential or incidental damages of the City or any third party arising in any way in connection with this Agreement, including but not limited to, lost profits, lost revenue or failure to realise expected savings or any amount in excess of the total price or rates paid or payable to Contractor in respect
of the Services pursuant to this Agreement. Contractor will not be responsible in any way for any amount in excess of: (a) the amount of insurance required under the Agreement for insurable losses, or (b) the total value of the amount paid to Contractor under the Agreement for uninsurable losses.

10.4. **Survival.** This Part 10 shall survive the termination of this Agreement for any reason, including without limitation, expiration of the Term.

11. **Termination**

11.1. **Early Termination for Breach.** A party may terminate this Agreement immediately upon the delivery of written notice to the other party if the other party breaches any material provision of this Agreement and fails or is otherwise unable to cure such breach within 30 days of receipt of notice of the breach from the non-breaching party.

11.2. **Early Termination without Breach.** Either party may terminate this Agreement without cause upon Sixty days’ prior written notice to the other party. Notwithstanding anything to the contrary herein, in the event the City terminates this contract without cause, the City shall reimburse Contractor for overhead costs and expenses including, but not limited to, vehicle lease payments, real property lease payments, and costs of other suspended assets incurred by Contractor.

11.3. **Termination due to Bankruptcy.** This Agreement may be terminated by a party upon written notice to the other party upon the filing or institution of any bankruptcy, reorganization, liquidation or receivership proceedings by or against the other party, unless any such proceeding is dismissed within 90 days of filing or institution.

11.4. Upon termination of this Agreement for any reason, the City shall forthwith pay Contractor all sums due and owing to the date of termination.

12. **Force Majeure**

12.1. If Contractor becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations hereunder, Contractor may, in its sole discretion, elect to (a) suspend the obligations affected by the event of Force Majeure during the continuance of that inability, or (b) terminate this Agreement (in whole or in part) or change the installation dates. Contractor will take reasonable steps to mitigate the Force Majeure and shall not be liable in any way for any delay or non-performance of its obligations hereunder as a result of Force Majeure. Force Majeure will not relieve or release the City from its payment obligations under this Agreement.

12.2. “Force Majeure” means an event beyond the reasonable control of Contractor, including, without limitation, acts of God, earthquake, tsunami, storm, washout, landslide, avalanche or other extreme weather conditions, fire, flood, vandalism, explosions, strikes, lockouts or other industrial disturbances, unavailability of any goods, materials or equipment, acts of public enemies, wars, blockades, insurrections, riots, arrests, restraints or other civil disturbances, epidemics, restraints or prohibitions by any court or governmental board, department, commission or agency, and new or amended laws, and all other events of a similar nature which affect Contractor, its suppliers and/or subcontractors.

13. **Disputes**

13.1. **Informal Resolution.** The parties recognize that a bona fide controversy, claim or dispute as to certain matters may from time to time arise during the term of this Agreement that relates to this
Agreement or alleged breaches of this Agreement. Subject to Sections 13.3 and 13.4, in all such instances, either party may, by written notice to the other party, have such controversy, claim or dispute referred to the respective individuals designated below or their successors, for attempted resolution by good faith negotiations within 20 days after such notice is received. Such designated individuals are as follows:

For the City: Mathew Warren, City Manager; and
For Contractor: Jane Doe, President

A party may change its designated individual upon written notice to the other party. Any settlement reached by the parties under this Section 13.1 shall not be binding until reduced to writing and signed by an officer of each party. When reduced to writing, such settlement agreement shall supersede all other agreements, written or oral, to the extent such agreements specifically pertain to the matters so settled. If the designated individuals are unable to resolve such controversy, claim or dispute within such 20 day period, either party may invoke the provision of Section 13.2 below.

13.2. Arbitration. Subject to Sections 13.1, 13.3 and 13.4, any controversy, claim or dispute between the City and Contractor arising out of or relating to this Agreement shall be resolved by binding arbitration before a single arbitrator, at the request of either the City or Contractor, in accordance with the rules of the CPR Institute for Dispute Resolution at the joint expense of the parties. The place of the arbitration shall be Regina, Alberta or such other place as the parties may agree in writing. The arbitration decision or award shall be reasoned, shall provide findings of fact and conclusions of law, and shall be in writing. The arbitration decision or award will be final and binding. Judgment upon the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. The expenses of arbitration shall be borne equally by the parties to the arbitration; provided, however, that each party shall pay for and bear the cost of its own experts, evidence and counsel's fees.

13.3. Equitable Relief. Notwithstanding anything in this Agreement to the contrary, a party will be entitled to seek any equitable remedy available in any court having jurisdiction over such claim without first submitting the claim to binding arbitration.

13.4. Exceptions. The dispute resolution provisions set forth in this Part 13 shall not apply to any controversy, claim or dispute regarding the improper use or violation of intellectual property rights.

14. Notice

14.1. Address for Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be considered to have been given if delivered by hand or transmitted by facsimile or electronic transmission to the address or facsimile transmission number of each party set out below:

(a) if to Contractor:
Example Contracting
Box 123
Weyburn, SK S4H 2K6
Attention: Jane Doe, President
Email: jdoe@examplecontracting.ca
(b) if to the City:
The City of Weyburn
157 – 3rd Street NE
Weyburn, SK
S4H 2K6
Attention: Nader Keshta, Director of Engineering
Email: nkeshta@weyburn.ca
or to such other address as a party may designate in the manner set out above.

14.2. **Delivery.** Notice or communication shall be considered to have been received:

(a) if delivered by hand during business hours on a business day, upon receipt by a representative of the receiver, and if not delivered during business hours, upon the commencement of business on the next business day;

(b) if sent by electronic transmission during business hours on a business day, upon the sender receiving confirmation of the transmission, and if not transmitted during business hours, upon the commencement of business on the next business day.

15. **Miscellaneous**

15.1. **Assignment.** Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

15.2. **Independent Contractor.** In performing the Services, Contractor shall be an independent contractor and shall have responsibility for the control over the details and means of performing the Services. Contractor’s employees and permitted sub-contractors shall at all times be under Contractor’s direction and control, and Contractor shall be responsible for their actions and omissions. Contractor shall not have authority to bind or commit the City in any manner, including without limitation, to any contractual commitment or capital expenditure. Nothing herein shall be deemed or construed to create a joint venture, partnership, employment or agency relationship between the parties for any purpose.

15.3. **Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan without regard to conflicts of laws rules.

15.4. **Enurement.** This Agreement shall be for the benefit of and be binding upon the City and Contractor and their respective successors and permitted assigns.

15.5. **Number and Gender.** In this Agreement, unless there is something in the subject matter or context inconsistent therewith: (a) words in the singular number include the plural and such words shall be construed as if the plural had been used; (b) words in the plural include the singular and such words shall be construed as if the singular had been used; and (c) words importing the use of any gender shall include all genders where the context or party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

15.6. **Entire Agreement.** This Agreement and the schedules referred to herein constitute the entire agreement between the parties hereto and supersede all prior agreements, representations,
warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof.

15.7. **Amendments and Waivers.** The parties are not bound by any amendment or variation of any provision of this Agreement unless it is in writing and signed by both parties. A waiver by either party of any term of this Agreement or of any breach by the other party of this Agreement is effective only if it is in writing and signed by such waiving party. Such a waiver shall not be deemed to constitute a waiver of any other term or any other breach.

15.8. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Agreement is invalid or unenforceable, the parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrase or to replace any invalid or unenforceable term or provision with a term or provision that is valid or enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed. This Part 16 shall survive the termination of this Agreement for any reason, including without limitation, expiration of the Term.

15.9. **Headings.** Headings are included solely for convenience and are not intended to be full or accurate descriptions of the content of the sections.

15.10. **Counterparts.** This Agreement may be executed by the parties in one or more counterparts and may be delivered by facsimile or other means of electronic transmission, each of which when delivered shall be deemed to be an original and all of which shall together constitute one and the same Agreement.

TO EVIDENCE THEIR AGREEMENT the parties have executed this agreement effective the Effective Date.

**EXAMPLE CONTRACTING**

<table>
<thead>
<tr>
<th>THE CITY OF WEYBURN</th>
</tr>
</thead>
</table>

Per: ________________________________  Per: ________________________________
Name: ______________________________
Title: ______________________________

Name: ______________________________
Title: ______________________________
SCHEDULE "A"

1. **Scope of Work**
The Contractor is to supply and install decorative LED street lights and underground power supply with conduit within the City of Weyburn, SK as detailed in the Attachment 1, proposal dated March 27, 2018.

2. **Schedule of Work**
The contractor to commence performance of the Services on a date mutually agreed to by the Parties and the contractor shall continue performance until complete unless terminated pursuant to Article 11 of this Agreement.

3. **Compensation**
The contractor is to be compensated for the Street Light Installation Project for an estimated value of $____________ CAD in accordance with the cost estimate provided in Attachment 2 (Contract Price Form), dated March 27, 2018.
Appendix D

Contract Price Form
City of Weyburn RFP #C0W1807

Contract Price Form

1. Instructions

All price(s) quoted:

(a) in the unit of measure ("UOM") provided;
(b) firm in Canadian dollars;
(c) with Goods and Services Tax (Canada) ("GST") extra;
(d) with Provincial Sales Tax (Saskatchewan) ("PST") extra; and
(e) based on the Contractor, shipping all goods DDP (Delivery Duty Paid)/Freight Prepaid to the Site.

2. Contract Price

The Contract Price for performance of the Work, as increased or decreased in accordance with the provisions of this Contract, is as follows:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Work Plan Development</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Material Supply: 24 Decorative Light Fixtures and all associated materials</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Material Supply: Underground Power Supply and all associated materials</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Material Supply: Site Restoration to preconstruction conditions</td>
<td></td>
</tr>
</tbody>
</table>
| 5        | Installation and Commissioning:
  Equipment and labour to complete all Work detailed in scope of work          |                |
| 6        | Project Administration: Communication with the City throughout the project and supplying all required documents |                |
| 7        | Project Administration: Providing technical information to the City detailing the cost benefit of upgrading to LED |                |

  Total Contract Price =

3. Additions/Deletions Pricing
The unit prices below shall be used for the purposes of calculating the cost of Changes to the Work. Such changes will be identified in a Change Order or Change Directive in accordance with the Contract.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit of Measure</th>
<th>Add/Delete Unit Price ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LED Luminaries</td>
<td>Per Unit</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Decorative Light Fixture: including piling, base, pole, arm and all associated accessories.</td>
<td>Per Unit</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Equipment and labour to install one complete decorative light fixture equipped with LED luminaries.</td>
<td>Per Fixture</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Underground power supply cable and conduit materials</td>
<td>Per Meter</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Equipment and labour to install underground power supply cable and conduit materials</td>
<td>Per Meter</td>
<td></td>
</tr>
</tbody>
</table>