

Parkland County 53109A Hwy 779 Parkland County, Alberta T7Z 1R1

REQUEST FOR PROPOSAL

Safety Codes Services Plumbing, Gas, Electrical, and
Private Sewage Disposal System Disciplines

Request for Proposal (RFP) # P120104PD

Proposal Closing Time:

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1.0 INVITATION TO SUBMIT PROPOSAL

Your firm is hereby invited to submit a Proposal for the provision of Safety Codes Services in the Plumbing, Gas, Electrical, and Private Sewage Disposal Systems disciplines to Parkland County, as set out in this Request for Proposal documentation.

Request for Proposal: #P120104PD

Description: Safety Codes Services in the Building, Plumbing, Gas, and Private Sewer Disposal

Systems disciplines

Date Issued: January 19, 2012 Closing Date: February 9, 2012

Closing Time: 14:00:00 hours Mountain Standard Time (MST)

Public Opening: No

Please indicate Request for Proposal Number and description on all correspondence.

This Request for Proposal does not commit the County to award a contract or pay any costs incurred in the preparation of a proposal, or attendance at a meeting with County staff.

2.0 PROPONENTS MEETING

If Parkland County requires pre-award meetings with the Proponents, Parkland County will contact them directly as indicated in Section 6.0 Evaluation.

3.0 INSTRUCTION TO PROPONENTS

3.1 Inquiries

Refer all written Proposal inquiries to Korrine McKeage, Purchasing Coordinator, by facsimile at 780-968-8413 or email at kmckeage@parklandcounty.com. All written inquiries and the replies thereto will be provided as a "question and answer" addendum posted to both Alberta Purchasing Connection (APC) website at www.purchasingconnection.ca and the County website at www.parklandcounty.com under "Business — Tender Opportunities — Current Requests". It will be each proponent's responsibility to check APC or the County website for any additional information.

3.2 <u>Proposal Return</u>

Request for Proposal submissions shall be **sealed** and enclosed in envelopes or containers **marked with the Request for Proposal number** and addressed to:

Parkland County 53109A HWY 779

Parkland County, AB T7Z 1R1

Attention: Korrine McKeage, Purchasing Coordinator

Proposals must be received at the front reception desk of the County Centre at the predetermined time and date set forth or they will not be accepted for this particular Request for Proposal. Proposals received late will not be accepted for consideration.

Faxed bids will not be accepted nor considered. Any bids that are received via facsimile will be returned by mail to the proponent.

Parkland County is not responsible for the timeliness of documents delivered nor will the County accept any proposal delivered to a location other than the Reception Desk at the above-specified address.

3.3 Proposal Copies

The Proponent shall provide one (1) original of the proposal, four (4) copies of their proposal, and a copy of the proposal on a readable CD. The proposal shall be prepared in Microsoft Office.

3.4 Proposal Format

Proponent's submission must be prepared in the same format in which this RFP has been prepared, to allow the County to make direct comparisons between proponent's bids. This requirement applies, in particular, to this section – proposal format and Section 4 – Scope of Work.

.1 Letter of Transmittal

A Letter of Transmittal or covering letter, dated and signed by an official authorized to negotiate, make commitments, and provide any clarifications with respect to the proposal on behalf of the vendor.

.2 Executive Summary

An Executive Summary, touching on pertinent points in the proposal you may wish to highlight.

.3 Corporate Profile

A brief corporate profile covering the organization's history, philosophy, and office location(s). Proof that the organization is in good standing with the Safety Codes Council, and a provision of adequate coverage with the Worker's Compensation Board.

.4 Response to Requirements

Proponents are required to detail their organization's ability to satisfy, at a minimum, all aspects of the requirements as outlined in the "Scope of Work". Proponents are also required to review, in detail, Section 5.0 Special Provisions and Section 7.0 General Terms and Conditions, to ensure that obligations and requirements required under this section are also met.

.5 Project Team

Proponents must provide resumes for the Safety Codes Officers (SCO) and permit issuers who will be assigned to provide Safety Codes services in Parkland County. Resumes must include, for each SCO and permit issuer:

- their level of accreditation, certification and designation
- background and training,
- years of experience, in each of the respective disciplines
- experience in similar municipalities
- experience, if any, specifically in Parkland County in any or all of the three disciplines, and

Proponent's bids must include any agencies or organizations to which work will be sub-contracted. If this is applicable, the same information that is required above will be required for the sub-contracting agency or organization's SCOs and permit issuers.

Proponent's bids must include resumes for any other organization employees (i.e. clerical) who will be involved in providing Safety Codes Services in Parkland County on a day-to-day basis.

.6 References

The Proponent shall include similar municipal references with their proposal package. References shall include the name of the municipality, a contact person complete with title, phone number and email address. The references must reflect municipalities for whom similar Safety Codes services are being provided.

.7 Certification

All proponents responding to this Request for Proposal are required to sign the certification under Section 8. Failure to complete, sign and submit the certification may disqualify the proposal as described under Section 7 – General Terms and Conditions, Item 12.

4.0 SCOPE OF WORK

4.1 Statement of Intent

Parkland County, an Accredited Municipality, wishes to retain the services of an Accredited Agency to provide Safety Codes Services in the Plumbing, Gas, Electrical, and Private Sewage Disposal Systems, disciplines under the appropriate authority of the Alberta Safety Codes Council.

4.2 Uniform Service Delivery Standard

Proponent's bids will be based on the Uniform Quality Management Plan (QMP) attached and forming part of this Request for Proposal (RFP).

4.3 Background

Parkland County is a "rurban" municipality of more than 31,000 people. The County extends from the west boundary of the City of Edmonton to the Pembina River, and generally includes those lands lying north of the North Saskatchewan River up to the boundaries of Sturgeon and Lac Ste Anne Counties.

The eastern part of the County is where much of the County's development activities currently take place. Population densities are highest in the eastern part of the County, where most of the County's 300 plus multilot residential subdivisions are located. The focus of industrial and commercial activity is the Acheson Industrial Park centred on Highway 60, between Highways 16 and 16A. Serviced residential development is occurring north of Highway 16 in the Big Lake area.

Total Safety Codes fees for all disciplines issued in Parkland County for the period 2009 – 2011 have averaged over \$1 million per year, with fees from plumbing, gas, electrical and private sewage disposal permits averaging about 26% of this total and representing over \$342,000 in 2011. The number of plumbing, gas, electrical and private sewage disposal permits issued averaged approximately 2,600 permits per year over the past 3 years.

Proponents will need to familiarize themselves with the County's Planning Development framework and process to ensure a seamless transition to providing Safety Codes services in the County. The County's goal is ensure that single family dwellings and all other development in the County obtain all required Safety Codes permits.

4.4 Corporate Disclosure

Proponents should describe any legal proceedings that they have been or are currently involved in. The description should include the nature of the proceedings and the outcome, if known.

4.5 Liaison

The successful Proponent will liaise with the Planning and Development Services Department. The prime contacts will be the County's Building Inspector, Safety Codes Clerk and Planning and Development Manager.

4.6 Service Levels

Proponent's bids must explain, in detail, how Safety Codes services will be provided in Parkland County. This includes but not limited to:

- .1 The Proponent's knowledge and understanding of Parkland County and the Safety Codes services currently required by the County.
- .2 A schedule of attendance:
 - (a) At the County office to meet with residents, contractors and others who need face-to-face information and assistance with Safety Codes issues from an accredited Safety Codes Officer.
 - (b) For site inspections in each discipline including maximum timelines for inspection completion.
- .3 Contact information and a toll-free telephone number for ratepayers, contractors and others who otherwise need information and assistance with Safety Codes issues from a Safety Codes Officer.
- .4 How the Proponent will make Safety Codes Officers and other support staff (i.e. Safety Codes Clerk) available for consultation with other County departments including but not limited to the Manager and Safety Codes Clerk in Planning and Development Services, and also the Fire Chief, Assessment Services, Engineering Services, as and when required.
- .5 How the Proponent, working with Planning and Development Services staff, will ensure that all development in Parkland County obtains the required Safety Codes permits, especially single family dwellings.
- .6 How the Proponent will ensure that its services are properly integrated with specific Parkland County development requirements, including but not limited to deemed approved single family dwellings, sprinkler requirements in serviced residential development, and PSDS restrictions in new and existing subdivisions.
- .7 How the Proponent will provide services during peak demand periods or in the event of the suspension, termination or loss by some other means of one or more Safety Codes Officers providing services on a regular basis in the County.
- .8 How the Proponent will undertake the quality monitoring and enforcement action if necessary.
- .9 How will the transition of Safety Code services to the Proponent be handled.
- .10 What criteria and process will the Proponent use to close non-compliant files.
- .11 What procedure will the Proponent use prior to issuing a stop order or a variance.

- .12 Would the Proponent be willing to provide Parkland County with a credit for services if the Parkland County Building Inspector were to be available to the Proponent on Proponent's projects outside Parkland County requirements.
- .13 Indicate the number of hours and days of the week inspectors of each discipline will be in the Parkland County Office to assist customers and Parkland County staff, the number of days of the week the inspectors of each discipline will be in the field in Parkland County.
- .14 The successful Proponent will be required to assist Parkland County staff in undertaking an annual comparative review of the Safety Codes fees and charges for other selected municipalities, and to assist Parkland County staff in the preparation for and conducting of regular Safety Codes audits.
- .15 The successful Proponent may be required to close any open files from the previous vendor at no charge.
- .16 The successful Proponent will provide assistance for any legal review, court appearances, and quasi-judicial board hearing requirements.

4.7 Fee Schedule

Proponent's bids must be based on the attached County fee schedules. With the Proponent's assistance, the County will review annually the County Fees and Charges to ensure Fees and Charges are competitive and provide value for service and cost recovery.

4.8 Fees, Other Charges and Payments

- .1 Parkland County will collect all permit fees. Proponent's bids must specify what percentage of the permit fees they will require to provide Safety Codes services in the County.
- .2 What percentage of the permit fee will the Proponent require for providing service.
- .3 Invoicing from the Proponent for their percentage of the fees will be monthly and based on files closed.
- .4 Will the Proponent be able to supply backup assistance to the Parkland County Building Inspector and the Parkland County Building Inspection Clerk during times of: excess permit volumes; complex applications beyond the capability of the Parkland County Building Inspector; vacation; illness; conferences or training times.
- .5 Proponent's bids must specify what Safety Codes related services will be provided over and above regular, day-to-day inspection and permits issuance.
- .6 Proponent's bids must also specify what additional charges may be incurred by the County for services over and above contracted requirements. Provide unit prices for Short Term (1 4 weeks) and Long Term (4 weeks plus) assistance.
- .7 Provide unit prices for Proponent supplied Safety Codes Building SCO 3 (Group "A" Level 3 and Group "B" Level 3) and Safety Codes Clerk to the County for County vacation or training cover off, or due to extenuating circumstances such as excessive permit volumes or illness. Parkland County will be able to provide a clerical work station on site. Mentoring of Parkland staff to be included.

4.9 <u>Training/Orientation</u>

Proponent's bids must include proposals for training, at the Proponent's cost, including but not limited to:

- .1 Continued training and support of a Safety Codes Clerk for the Planning and Development Services Department with respect to the issuance of permits, eSite, the Proponent's service delivery model and methodologies, etc.
- .2 Orientation for the remaining members of the Planning and Development Services Department, the County Fire Chief, Assessment Services and Engineering Services with respect to the Safety Codes Act, the issuance of permits process, etc.
- .3 Training for the Proponent's Safety Codes Officers and other organization employees with respect to Parkland County's QMP and planning system.
- .4 Training to ensure that the Proponent's Safety Codes Officers and other organization employees receive all professional development and educational upgrades necessary to maintain their certification and designation, receive necessary training in Standatas and other relevant bulletins as they are issued, and any other training or education that Parkland County deems necessary.

4.10 Contract

- .1 The term of the contract between Parkland County and the successful Proponent will be https://example.com/the-en/<a href
- .2 The contract between Parkland County and the successful Proponent will include a clause that provides for mutual discussions and resolutions between the two parties on any emergent issues impacting the agreement and/or the fees collected.

4.11 Timeline

Parkland County has targeted to be ready to assume Safety Codes services in the three disciplines by April 2, 2012. Proponent's bids must be prepared on this basis.

4.12 <u>Data Management</u>

The required database of record for the management of information related to Safety Codes services is the provincial eSite system. Parkland County will use eSite for storage and retrieval of Safety Codes information, and for issuance of Safety Codes permits. The Proponent shall be required to explain which database management system they will use, and any system (if applicable) to back up this database.

The successful Proponent shall maintain records of all information collected while providing the Services as identified in this Request for Proposal. Any and all records collected, created, maintained or prepared in the performance of these Services remain the property of Parkland County irrespective of custody. All records, paper and electronic, must be returned to Parkland County within 60 days of contract expiration or termination.

5.0 SPECIAL PROVISIONS

In addition to the General Terms and Conditions in Section 7.0 the following will also apply in the event actual Contract documents are drawn up:

5.1 Letter of Irrevocable Credit/Guarantee

- .1 The successful Proponent will be required to provide to the County an irrevocable unconditional Letter of Credit or a Letter of Guarantee meeting all of the same criteria, hereinafter referred to as the "Letter of Credit". The Letter of Credit shall be in a form and from a financial institution acceptable to the County and payable to the County upon presentation.
- .2 The Letter of Credit shall remain valid throughout the term of the contract and shall not expire until such time that the County deems that all services have been satisfactorily completed.
- .3 The County may call for payment under the Letter of Credit if, but not limited to:
 - (a) there has been default by the Proponent due to non performance or inadequate performance by the Proponent of the Services
 - (b) the Proponent has not performed the Services to the satisfaction of the County
 - (c) issuance of excessive or unsubstantiated orders or abuse of powers
 - (d) non-conformance with the Act, the Regulation, or the Permit Regulation or any other regulations passed pursuant to the Act
 - (e) an inability to provide effective and appropriate Services
 - (f) the value of the Letter of Credit shall be based on the total number of the Proponent's **Active Permits** in accordance with the following table:

Number of Active Permits	Additional Credits Required	Total Value of Letter of Credit
At the time of award and up to 100		\$ 5,000.00
up to 300	\$ 5,000.00	\$ 10,000.00
up to 600	\$ 8,000.00	\$ 18,000.00
up to 1000	\$ 7,000.00	\$ 25,000.00
up to 3000	\$25,000.00	\$ 50,000.00
up to 5000	\$25,000.00	\$ 75,000.00
up to 7500	\$25,000.00	\$100,000.00
up to10,000	\$50,000.00	\$150,000.00
Over 10,000		As determined by the County

(g) The Letter of Credit will be submitted to the County within fifteen (15) days of notice of award.

5.2 <u>Insurance</u>

A Certificate of Insurance naming Parkland County as additional insured must be submitted to the County within fifteen (15) days of notice of award. Complete information relative to insurance requirements is provided in Section 7.0 General Terms and Conditions under Item 27.0 within this Request for Proposal.

5.3 **Business License**

The successful Proponent will be required to obtain either a Parkland County or Tri-Municipal Business License. Proponent will be required to provide an applicable business license number prior to receipt of any payment.

Do you currently hold any of the following licenses? If yes, please provide the "business license number". Business Licenses must be renewed for each year that the contract is in place, including the option years.

1	Parkland	County Business License number	
2	Tri-Municipal Business License number		
		Business License number	
		Municipality name	

NB: If Proponent currently holds another municipalities business license they will still be required to purchase either a Parkland County or Tri-Municipal Business license. Invoices will not be paid until the appropriate business license has been obtained.

6.0 EVALUATION

Parkland County reserves the right to accept or reject any and all Proposals and to waive irregularities and informalities at its discretion. The County reserves the right to accept a Proposal other than the lowest price Proposal without stating reasons. By the act of submitting its Proposal the proponent waives any right to contest in any legal proceedings or action the right of Parkland County to award the Work to any Proponent in its sole and unfettered discretion.

Without limiting the generality of the foregoing, Parkland County may consider any other factor besides price and capability to perform the Work that it deems in its sole discretion to be relevant to its decision including, but not limited to the following: competency, experience, project comprehension, delivery dates and references.

The first stage will consist of a review of all Proposals to ensure that each Proposal was received on time that the certification is properly completed and signed, and the Proposal is sufficiently responsive to the RFP.

The second stage will consist of an evaluation of the written Proposal, which the evaluation team will rate based on the following criteria:

Criteria	Point Weighting
Service Levels	30
Project Team	25
Fee Split	20
Corporate Profile and Disclosure	5
Proposal Quality (i.e. layout, readability, adherence to bid format requirement, etc.)	5
Training	5
Database Management	5
References	5

Upon completion of stage two, a short list of proponents may be invited to participate in the third stage.

The third stage of the evaluation may consist of an interview at the County Centre if required. The project team, as identified in Section 3.4.5 must attend this interview. The focus of this interview will be on the experience and "fit" that the project team would bring to Parkland County with respect to working with County ratepayers, Council, Administration, and contractors in providing Safety Codes Services in Parkland County.

SECTION 7.0 - GENERAL TERMS AND CONDITIONS

1.0 SCOPE

These Terms & Conditions form a part of each RFP of Parkland County, or any group associated with Parkland County, which is stated to be subject to Parkland County Terms & Conditions. Accordingly such Terms & Conditions shall form a part of each Contract created by the acceptance of a Proposal relating to such RFP.

2.0 DEFINITION OF TERMS

Whenever used in the *Request for Proposal*, including any forms to be included as part of any proposal, the following words shall be deemed to have meanings as indicated below:

"Business License" means either a Parkland County or Tri-Municipal Business License as required by Parkland County's Business License By Law.

"Closing Time" means the "Closing Time" specified in the RFP.

"Contract" means the agreement(s) entered into by the County with the successful Proponent(s) for the goods, services or goods and services described in the RFP;

"Control" means that the County has the authority to manage the Record, including its creation, use, disclosure and disposal.

"County" means Parkland County in the province of Alberta as represented by the Council of the County

"Custody" means that a party has physical possession of the Record.

"FOIP Act" means the Alberta Freedom of Information and Protection of Privacy Act.

"Owner" means Parkland County

"Proponent" means a person, firm or company submitting a proposal to Parkland County pursuant to the RFP;

"Proposal" means the offer of a Proponent to furnish materials, supplies or services in response to an RFP;

"Record" means information in any form, including proposals, reports, documents, drawings (computer generated or otherwise), specifications, photographs, letters, meeting minutes, vouchers and all other correspondence, papers and any other information that is written, photographed, recorded or stored in any manner, but does not include the software or any mechanism that processes such Records.

"RFP" means this Request for Proposal of Parkland County including all forms to be included as part of any proposal;

"Sites" means all lands, buildings and premises where goods are to be delivered or services performed.

"Transitory Record" is one that:

- · has only temporary usefulness,
- · is not subject to legislated retention,
- is not required for operational purposes once its immediate purpose has been served.

Examples of Transitory Records are:

- Temporary information that can be destroyed once acted upon, (i.e. phone messages, routing slips, diaries, opened envelopes, and informal notes of little consequence)
- Draft documents and working materials are those Records used to prepare the master Record that is on file, (i.e. rough notes, preliminary drafts, dictating tapes, etc.)

"Vendor" means a Proponent to whom a Contract is awarded by the County for any or all of the goods and services described in the RFP.

3.0 PROPOSAL CONDITIONS

Proponents shall carefully read the Request for Proposal documentation and submit proposals subject to all conditions contained in the proposal documents. Proponents shall make all investigations necessary for estimating as to the conditions under which the work must be carried out and its nature and location. The submission of a proposal by a Proponent shall be construed by The Owner to mean that the Proponent agrees to abide by and carry out all conditions set forth in the proposal documents.

4.0 PROPOSAL CLARIFICATION

Should the Proponent find, during examination of the proposal documents, any discrepancies, omissions, ambiguities, or conflicts on or between the proposal documents or be in doubt as to their meaning, the Proponent shall bring the question to the attention of the person noted via facsimile only, not less than three days before the proposal closing time. The questions will be reviewed, and where information sought is not clearly indicated, The Owner will issue addenda, which will become part of the proposal documents. Should the Proponent fail to bring the discrepancy, omission, ambiguity of conflict to the attention of The Owner within the aforesaid time, the Proponent shall accept the decision of The Owner as to the resolution of such discrepancy, omission, ambiguity or conflict and it will be deemed that the Proponent has included the most costly alternative in its proposal.

5.0 AMENDMENTS

The Owner reserves the right to amend or revise the proposal documents by addenda up to 48 hours prior to the proposal closing time. Verbal instructions given in person are null and void and shall not be accepted by the Proponent. Receipt of all addenda by Proponents shall be acknowledged. It is the Proponents responsibility to ascertain and verify, prior to the closing time that it has received any and all addenda issued in relation to this proposal package

6.0 SUBMISSION OF PROPOSAL

- 6.1 Proponents shall accept collect calls or provide toll-free telephone numbers for inquiries from Parkland County
- 6.2 No proposal shall be altered or amended after the Closing Time without the agreement of Parkland County.
- 6.3 More than one (1) option for proposal submission is acceptable provided that all options are clearly identified and follow the requirements of the RFP document.
- 6.4 When applicable, submission should include brochures, performance and test dates information for proposed product.

7.0 ACCEPTANCE OF PROPOSAL

The Owner reserves the right, in the Owner's sole and unfettered discretion, to:

- accept any Proposal submitted prior to the RFP Closing Time, as specified in the RFP;
- · accept the written withdrawal of such Proposal from the office at which the Proposal was originally submitted;
- reject any or all Proposals, at any time without further explanation
- reject or accept any proposal which contain qualifying conditions or otherwise fail to conform to the RFP;
- waive any non-compliance with the proposal documents, specifications or any conditions

If the Proponent fails to state the time within which a proposal must be accepted, it is understood and agreed that the Owner shall have sixty (60) days to accept.

The lowest or any Proposal will not necessarily be accepted.

8.0 PROPOSAL PRICES

- Proponents must specify pricing structure as identified in the appropriate section of this document.
- Pricing shall be quoted in Canadian dollars.
- Proponents are to quote prices based on F.O.B. the Owner's site specified.
- The Owner reserves the right to request satisfactory evidence of any price amendment.
- Proponent must specify down payment expectations.

9.0 SOLE BID

In the event that only one bid is received, Parkland County will request from that sole Proponent the following information:

- (a) Current published public sector pricing
- (b) Paid invoices for like items (like quality and quantity)
- (c) Price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, insurance, and any other applicable costing related to the product the Owner feels justifies the cost of the product.

10.0 DISCUSSION

The Owner reserves the right to conduct discussions with any Proponent that submitted a proposal to assure full understanding of the proposal submitted.

11.0 PROPOSAL AWARD

A proposal award decision may be made after the Owner has had an opportunity to examine and evaluate all proposals in detail. The Owner reserves the right to reject any or all proposals and to accept any part of one or more proposals. The decision of the Owner is final. This proposal does not commit the County to award a contract or to pay any costs incurred in the preparation of a proposal, provision of samples, or attendance at a pre- or post-award site meeting.

12.0 CERTIFICATION

Parkland County will not evaluate any Quotation until such time that the signed certification is received. If the signed certification is not enclosed at the time of the Proposal submission, the County will make an effort to contact the proponent for the certification at which time the proponent will have two (2) business days to forward the signed certification. If no signed certification is received within the two business days, the Quotation will be disqualified and returned via mail to the proponent.

Order of contact will be as follows:

- > Telephone call
- > Fax
- > Email

Contact will considered to have been made through any and all of these means. The proponent will then have two (2) business days in which to provide the signed certification and faxing will be acceptable in this instance.

Proponents must date and sign the certification page of this proposal. Failure to complete and sign will disqualify a proposal.

Note: A signed covering letter will not replace the requirement for signing the certification document

13.0 CONTRACT

The signing of a formal written agreement shall constitute the making of a contract between the County and a successful Proponent. No Proponent shall acquire any legal or equitable rights in relation to the County until the signing of a written agreement by Parkland County. The Contract shall include all portions of the RFP not expressly overridden in negotiations.

14.0 ALBERTA FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

This section provides general information regarding the responder's obligations in relation to the Alberta Freedom of Information and Protection of Privacy Act for the handling of information and Records related to both the responses to this Request for Proposal and any subsequent contract. Responders may wish to seek their own legal advice on specific aspects of these obligations.

15.0 NEW TECHNOLOGY

In the event that new technology is introduced during the term of any Contract relating to the materials, supplies and services provided under the Contract, and; if in the opinion of the Owner that new technology is deemed a requirement of the Owner, the Proponent will be notified of such findings. Discussions, regarding suitability of the new technology in relation to the existing stated requirements, will be held with the awarded supplier.

16.0 TIME

All Time, except time of payment, is of the Essence.

17.0 ASSIGNMENT

This contract shall be binding upon the parties' respective successors obligations hereunder, upon written notice to the other party, to any of its subsidiaries and/or affiliated companies, without the consent of the other party. Furthermore, no work to be performed by the contractor hereunder shall be subcontracted to or performed on behalf of the contractor by any third party, except upon prior written permission by the Owner. As the contractor, you will not assign this contract, in whole or in part, nor sublet this contract as a whole, without the Owner's prior written consent. The Owner shall have the sole right to assign the contract.

18.0 SUBCONTRACTS

No contractual relationship will be created between any subcontractor and the Owner. As the contractor, you agree to bind every subcontractor by the terms of the Contract Documents, as far as applicable to the work of the subcontract.

19.0 COMPLIANCE WITH LAWS

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

20.0 FINANCIAL

The Owner reserves the right to investigate Proponents financial position.

21.0 PROPONENT PERFORMANCE / DEFAULT

Proponents aware of potential or pending supply difficulties must notify the Owner immediately of such difficulties before lack of supply of contracted products endangers the Owners ability supply products to user areas.

In the event of non-performance, the Owner reserves the right to acquire the items from alternative sources, and the Proponent shall be responsible for any costs beyond what has already been paid to the Proponent, required to complete the Work satisfactorily and will pay the amount thereof to the Owner on demand.

If the Proponent defaults or fails to perform in accordance with the Terms and Conditions of the offering or otherwise does not comply with any resulting contract as it affects the Proponent's obligations, the Owner will advise the Proponent in writing. If the default or deficiencies in performance are not resolved to the Owner's satisfaction within ten (10) days the Owner may, at its sole discretion, terminate any remaining portion of the contract with the Proponent upon five (5) days written notice delivered to the Proponent, free of any claim of the Proponent of every nature and kind.

22.0 FORCE MAJEURE

- 22.1 Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, government action, Act of Public Authority, Act of God, or to any other cause beyond its control, except labour disruption.
- 22.2 In the Event of a Force Majeure, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.
- 22.3 Should the Force Majeure event last for longer than thirty (30) days, the Owner may terminate the Agreement by notice to the contractor without further liability, expense or cost of any kind.

23.0 GOODS AND SERVICES TAX

The Owner is subject to Goods and Services Tax. All Goods and Services Tax shall be identified as a separate line item.

24.0 INDEMNIFICATION

The Proponent shall indemnify and hold the Owner harmless with respect to all withholding and all other taxes or amounts of any kind relating to employment of any of the persons providing services to the Owner with respect to this Agreement.

The Proponent agrees to indemnify and hold harmless the Owner (including any of its bodies, agencies, councils, and associations, and their servants, agents, officers, directors, elected officials, successors, assigns, employees and personal representatives and each of them) from and against any loss resulting from negligence, claim, demand, damages, liability, and costs and permitted assigns. Neither party may assign this contract or any of its rights or obligations hereunder without the prior written consent of the other party, and such attempted assignment shall be void, except that either party may assign this contract, or any of its rights or (including costs on a solicitor and his own client basis) to the extent caused or contributed by the acts or omissions of the Proponent, its employees, agents or anyone else acting under its direction and control, in the performance of this Agreement. This provision shall survive termination of this Agreement.

25.0 COMMITMENTS

Nothing in this Request for Proposal shall be construed as authority for the selected Proponent to make commitments, which shall bind the Owner to otherwise act on behalf of The Owner, except as the Owner may expressly authorize in writing.

26.0 PERSONAL INJURY / PROPERTY DAMAGE

The Owner shall not be liable nor responsible for any bodily or personal injury or property damage of any nature what-so-ever that may be suffered or sustained by the Proponent, its employees or agents, in the performance of any agreement.

27.0 INSURANCE

The Proponent, with whom the Owner wishes to enter into an agreement, shall, at the Proponent's own expense, provide the Owner, with the following applicable Certificate of Insurance, with an insurer license in Alberta, prior to the commencement of any contract resulting from this Request for Proposal:

- 27.1 Comprehensive general liability for an amount of not less than five million dollars (\$ 5,000,000.00) inclusive per occurrence (insuring against bodily injury or damage to property of others (including loss of use thereof) and such policy shall include Cross Liability clause, Contractual Liability coverage).
- 27.2 Standard automobile insurance for all vehicles owned, licensed, or leased by the successful proponent for an amount of not less than five million dollars (\$5,000,000.00) inclusive per occurrence.
- 27.3 Non-Owned vehicle insurance, for all applicable vehicles, coverage in an amount of not less than two million dollars (\$2,000,000.00) inclusive per occurrence.
- 27.4 Professional liability insurance for an amount of not less than one million dollars (\$1,000,000.00) inclusive per occurrence.

- 27.5 Errors and Omissions insurance for an amount of not less than two million dollars (\$2,000,000.00) inclusive per occurrence.
- 27.6 All Risks Liability to include Valuable Paper and Records Insurance on all such items pertaining to the Services in an amount adequate to enable their reconstruction.

28.0 WORKER'S COMPENSATION BOARD STATEMENT

The Proponent shall at all times comply with all the requirements of the Worker's Compensation Act of Alberta, amendments thereto, or any successor legislation; and shall upon notice by the Owner, provide evidence satisfactory to the Owner of said compliance with the Act within two (2) business days of request by the Owner.

29.0 GOVERNING LAW

Any agreement resulting from the Request for Proposal is governed and interpreted in accordance with the laws of the Province of Alberta.

30. 0 JURISDICTION

The parties agree that the laws of the Alberta shall govern the contract and the Courts of Alberta shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

31.0 LIMITATIONS OF DAMAGES

Each proponent, by submitting a proposal, agrees that it will not claim damages in any court proceeding or other dispute resolution forum in respect of the within proposal process, including but not limited to representations made or purported to have been made at any time before, during or after the proposal process, including the interview, selection and negotiation phases, in excess of amount equal to the reasonable costs incurred by the proponent in preparing its proposal and each proponent specifically waives all other claims, in contract, tort or any other legal theory, including any claim for loss or profits or loss of business opportunity.

32.0 CONFIDENTIALITY

All documents submitted to the Owner are subject to the protection and disclosure provisions of the **Freedom of Information and Protection of Privacy Act**. While this *Act* allows persons a right to access to records in the Owner's custody or control it also prohibits the Owner from disclosing your personal or business information where disclosure would be harmful to your business interests or would be an unreasonable invasion of your personal privacy as defined in *sections 16 and 17* of the *Act*. Proponents are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure.

The purpose of collecting personal information required to be provided in this Request for Proposal is to enable Parkland County to ensure the accuracy and reliability of the proposal, and to evaluate the submission in response to the Request for Proposal. This information is required by Parkland County to carry out its operations.

It is recommended that Proponents advise persons whose personal information is being provided to Parkland County under this Request for Proposal that the FOIP Act will govern the privacy of the personal information as well as its possible disclosure by Parkland County to third parties, upon request.

Questions about the collection of personal information pursuant to this Request for Proposal shall be submitted to the County's FOIP Coordinator.

33.0 DISCLOSURE OF PROPOSAL CONTENTS

In the event that the Owner chooses to have a public opening, the Owner will only disclose the proponent's name and the total bid price, with or without GST as requested in this RFP.

After all proposals have been opened, the Owner may, at its discretion, release to the public a summary of proponents and the proposal price submitted by each proponent.

34.0 INDEPENDENT CONTRACTOR

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

35.0 NO ADDITIONAL PAYMENT FOR UNAUTHORIZED WORK

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

36.0 NO COLLUSION

Except as specified within its Proposal, the Vendor declares that no other person, either natural or corporate, has or will have any interest or share, directly or indirectly, in this Proposal or in the proposed contract which may be awarded. There is no collusion or agreement, formal or informal, between the vendor and any other actual or prospective vendors in connection with Proposals submitted for this RFP, the vendor has no knowledge of the contents of any other proposal; and the vendor has made no comparison of figures, agreement or arrangement, expressed or implied, with any other party in connection with the making of its Proposal, except as declared within the Proposal.

37.0 TERMINATION

- 37.1 The Owner reserves the right, at its exclusive option, to terminate the contract with the contractor without further liability at any time for cause by providing the Contractor with thirty (30) days written notice.
- 37.2 The Proponent may terminate this Agreement by giving the Owner sixty (60) days written notice of termination. Written notice of termination must be given by certified letter.

38.0 THE ENTIRE AGREEMENT

- 38.1 This is the whole Agreement.
- 38.2 This supersedes any and all previous agreements, statements, or representations of the parties; and
- 38.3 This may only be amended by written and signed agreement of the parties.

39.0 CARRIER PROFILE

Contractors and vendors using commercial vehicles are required to supply Parkland County with a Carrier Profile with a date no older than 30 days and that covers a one year period, as per Commercial Vehicle Certificate and Insurance Regulation (AR 314/2002).

40.0 GREEN PURCHASING

Parkland County where possible will take into account on bid submissions the practice of "Green Purchasing" or Environmentally Preferable Purchasing (EPP) which refers to the purchasing of products that have a reduced negative effect on human health and/or the environment when compared to comparable products and services. The practice of EPP or green purchasing incorporates the evaluation of more than the conventional framework involving purchase price and quality of the product; it considers other costs, such as the costs of replacement of the product, energy usage of the product, disposal of the product, and others. Together, these inform the life cycle assessment of a product and the environmental aspects and potential impacts associated with a product, process or service from material extraction to make it to the product's ultimate disposal.

8.0	CERTIFICATION disqualify this pr	(Failure to complet oposal)	e, sign and submit t	his certification, wi	th the proposal p	ackage, may
VA / -						
vve	(Legal Company	Name)				
Of)				
	(Business address)				
	(Telephone numbe	er)		(Facsimile num	aber)	
having	examined and red	ad the quotation do	cuments for RFP #	P120104PD as iss	ued by Parkland	County, do hereby
bid and	d agree to provide	e the services/prod	ucts in accordance v	with the proposal/	RFP documents, a	nd do hereby agree
to acce	ept the terms and c	conditions set out in	this Request for Pro	posal.		
Execute	ed this	day of	, 20			
	Signature of auth	norized representativ	re			
	(Print or Type) no	ıme and status of au	thorized representat	tive		

The personal information provided by you is being collected under the authority of the *Municipal Government Act* and will be used for the purposes under that Act. The personal information that you provide may be made public, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

ATTACHMENT A Fee Schedule

ATTACHMENT A – FEE SCHEDULE

SAFETY CODE SERVICES - FEES AND CHARGES

Building Permit Fees	<u>Fee/Charge</u>
Note: All permits are subject to the Provincial Safety Codes Fee	4% to a maximum of \$560.00, minimum fee is \$4.50
New Construction	
Minimum Building Permit Fee	\$100.00
Residential/Dwelling Units – main level	\$0.50/sq. ft.
Residential/Dwelling Units – upper levels	\$0.50/sq. ft.
Accessory buildings to include garages (attached or detached), decks, storage sheds & shops	\$0.25/sq. ft.
Residential additions or renovations – all levels	\$0.30/sq. ft.
Basement development	\$0.20/sq. ft.
Relocate existing homes other than manufactured homes	\$0.40/sq ft.
Manufactured Home – CSA A277 - without a basement - with a basement	\$450.00 \$450.00 plus \$0.20/sq ft
Manufactured Home – CSA Z240 - in a mobile home community - other than a mobile community	\$160.00 \$185.00
Fireplaces (all types) and Woodstoves	\$100.00
Swimming Pools & Hot Tubs	\$100.00
Demolition (Residential)	\$100.00
Re-inspection Fee-(inspection of existing closed permits)	\$150.00
Fee for Service – inspection of existing decks, storage sheds or shops/garages – Minimum	\$150.00
Fee for Service – inspection of existing residences	\$250.00
Penalty for construction without permit	Double Original Fee
Industrial / Commercial / Institutional	
Based on Construction Value (CV) - first \$1,000,000 - each addition \$1,000	\$7.00/\$1,000 CV \$5.50/\$1,000 CV
Demolition (Industrial/Commercial/Institutional)	\$200.00
Health & Safety Inspection requests (i.e. daycares in residences)	\$100.00
Penalty for construction without permit	Double Original Fee

PLANNING AND DEVELOPMENT SERVICES ELECTRICAL PERMIT FEES – Schedule E.2

Electrical Permit Fees	<u>Fee/Charge</u>
Note: All permits are subject to the Provincial Safety Codes Fee	4% to a maximum of \$560.00, minimum fee is \$4.50
Single Family Residential (including attached garages, if applicable)	
Up to 1200 sq. ft.	\$125.00
1201 to 1500 sq. ft.	\$150.00
1501 to 2000 sq. ft.	\$175.00
2001 to 2500 sq. ft.	\$200.00
Over 2500 sq. ft.	\$200 plus \$0.10/ sq. ft for over 2501 sq. ft.
Other Electrical Permit Fees	
Garages & small buildings, service installation for mobile/modular homes or relocated buildings	\$100.00
Service line/Mobile Connection/Temporary Construction Service	\$100.00
Re-inspection Fee (not approved or not ready)	\$150.00
Inspection upon request	\$150.00
Permits taken out by the homeowner versus permit taken by a master electrician	\$100.00
Annual Electrical Maintenance Permit	\$300.00
Plan examination detailing proposed electrical work	\$65.00/hour
Penalty for electrical work done without permit	Double Original Fee

PLANNING AND DEVELOPMENT SERVICES ELECTRICAL PERMIT FEES – Schedule E.2 Continued

Electrical Permit Fees – other than New Single Family Residential

Note: Installation Cost is based on total value of electrical materials, fixtures and supplies, plus labor.

<u>Fee/Charge</u> See table below

Installation Cost (\$ value)	Permit Fee	Installation Cost (\$ value)	Permit Fee	Installation Cost (\$ value)	Permit Fee
Up to \$1000	\$55	\$25,001 - \$26,000	\$260	\$140,001 - \$150,000	\$710
\$1,001 - \$1,500	\$65	\$26,001 - \$27,000	\$265	\$150,001 - \$160,000	\$745
\$1,501 - \$2,000	\$75	\$27,001 - \$28,000	\$270	\$160,001 - \$170,000	\$780
\$2,001 - \$2,500	\$80	\$28,001 - \$29,000	\$275	\$170,001 - \$180,000	\$815
\$2,501 - \$3,000	\$95	\$29,001 - \$30,000	\$280	\$180,001 - \$190,000	\$850
\$3,001 - \$3,500	\$100	\$30,001 - \$31,000	\$290	\$190,001 - \$200,000	\$885
\$3,501 - \$4,000	\$105	\$31,001 - \$32,000	\$300	\$200,001 - \$210,000	\$920
\$4,001 - \$4,500	\$110	\$32,001 - \$33,000	\$305	\$210,001 - \$220,000	\$955
\$4,501 - \$5,000	\$115	\$33,001 - \$34,000	\$310	\$220,001 - \$230,000	\$990
\$5,001 - \$5,500	\$120	\$34,001 - \$35,000	\$315	\$230,001 - \$240,000	\$1,025
\$5,501 - \$6,000	\$125	\$35,001 - \$36,000	\$320	\$240,001 - \$250,000	\$1,060
\$6,001 - \$6,500	\$130	\$36,001 - \$37,000	\$325	\$250,001 - \$300,000	\$1,160
\$6,501 - \$7,000	\$135	\$37,001 - \$38,000	\$330	\$300,001 - \$350,000	\$1,260
\$7,001 - \$7,500	\$140	\$38,001 - \$39,000	\$335	\$350,001 - \$400,000	\$1,360
\$7,501 - \$8,000	\$145	\$39,001 - \$40,000	\$340	\$400,001 - \$450,000	\$1,460
\$8,001 - \$8,500	\$150	\$40,001 - \$41,000	\$345	\$450,001 - \$500,000	\$1,560
\$8,501 - \$9,000	\$155	\$41,001 - \$42,000	\$350	\$500,001 - \$550,000	\$1,660
\$9,001 - \$9,500	\$165	\$42,001 - \$43,000	\$355	\$550,001 - \$600,000	\$1,760
\$9,501 - \$10,000	\$170	\$43,001 - \$44,000	\$360	\$600,001 - \$650,000	\$1,860
\$10,000 - \$11,000	\$175	\$44,001 - \$45,000	\$365	\$650,001 - \$700,000	\$1,960
\$11,001 - \$12,000	\$180	\$45,001 - \$46,000	\$370	\$700,001 - \$750,000	\$2,060
\$12,001 - \$13,000	\$190	\$46,001 - \$47,000	\$375	\$750,001 - \$800,000	\$2,160
\$13,001 - \$14,000	\$195	\$47,001 - \$48,000	\$380	\$800,001 - \$850,000	\$2,260
\$14,001 - \$15,000	\$200	\$48,001 - \$49,000	\$385	\$850,001 - \$900,000	\$2,360
\$15,001 - \$16,000	\$205	\$49,001 - \$50,000	\$390	\$900,001 - \$950,000	\$2,460
\$16,001 - \$17,000	\$210	\$50,001 - \$60,000	\$395	\$950,001 - \$1,000,000	\$2,560
\$17,001 - \$18,000	\$215	\$60,001 - \$70,000	\$430	\$1,000,001 - \$5,000,000	\$2,560 +\$2.50/\$1,000
\$18,001 - \$19,000	\$220	\$70,001 - \$80,000	\$465	Over \$5,000,000	\$15,000 +\$2.50/\$1,000
\$19,001 - \$20,000	\$225	\$80,001 - \$90,000	\$500		
\$20,001 - \$21,000	\$230	\$90,001 - \$100,000	\$535		
\$21,001 - \$22,000	\$235	\$100,001 - \$110,000	\$570		
\$22,001 - \$23,000	\$240	\$110,001 - \$120,000	\$605		
\$23,001 - \$24,000	\$245	\$120,001 - \$130,000	\$640		
\$24,001 - \$25,000	\$255	\$130,001 - \$140,000	\$675		

PLANNING AND DEVELOPMENT SERVICES PLUMBING PERMIT FEES - Schedule E.3

Plumbing Permit Fees - Residential/Commercial/Industrial /Institutional	<u>Fee/Charge</u>
Note: All permits are subject to the Provincial Safety Codes Fee	4% to a maximum of \$560.00, minimum fee is \$4.50
1 to 19 fixtures	
- first 2 fixtures	\$75.00
- each additional fixture	\$10.00/fixture
20+ fixtures	
- first 20 fixtures	\$255.00
- each additional fixture	\$5.00/fixture
	\$100.00
Connection of a mobile home to an existing water & sewer system Installation of a sewer line	·
- first 100 feet	\$100.00
- each additional 100 feet	\$10.50/100 ft
Installation of a water line	\$100.00
- first 200 feet - each additional 100 feet	\$10.50/100 ft
Re-inspection Fee (not approved or not ready)	\$150.00
Inspection upon request	\$150.00
Plumbing permits with more than 5 fixtures when applied by the homeowner versus a certified professional	Additional \$100.00
Penalty for plumbing work done without permit	Double original fee
Private Sewage	
Installation of private sewage disposal field, treatment mound or open discharge, or any other effluent treatment system	\$200.00
Installation of holding tank(s) – with municipal approval	\$75.00
Penalty for private sewage installations done without permit	Double original fee

PLANNING AND DEVELOPMENT SERVICES GAS PERMIT FEES – Schedule E.4

Gas Permit Fees	<u>Fee/Charge</u>
Note: All permits are subject to the Provincial Safety Codes Fee	4% to a maximum of \$560.00, minimum fee is \$4.50
Single Family Residential (includes mobiles/manufactured homes)	
Outlets - 1 to 2 outlets (i.e. new furnace, water heater, boiler, fireplace, secondary line, etc.) - each additional outlet	\$90.00 \$15.00/ outlet
Propane tank installation (tank set)	\$75.00
Temporary propane/natural gas heating	\$75.00
Re-inspection Fee (not approved or not ready)	\$150.00
Inspection upon request	\$150.00
Gas permits applied by the homeowner versus a certified professional, except for underground secondary gas lines	Additional \$100.00
Penalty for installations done without permit	Double original fee
Commercial/Industrial/Institutional	
Propane tank installation (tank set)	\$75.00
Propane/gas refill centers	\$110.00
Re-inspection Fee (not approved or not ready)	\$100.00

New Installations		Temporary Heat	
BTU Input	Permit Fee	BTU Input	Permit Fee
10,000 - 50,000	\$75.00	0 – 250,000	\$75.00
50,001 - 100,000	\$85.00	250,001 - 500,000	\$150.00
100,001 – 150,000	\$95.00	500,001 - 1,000,000	\$200.00
150,001 – 200,000	\$110.00		
200,001 - 250,000	\$120.00		
250,001 - 300,000	\$130.00		
300,001 – 350,000	\$140.00	Replacement Appliance	S
350,001 – 400,000	\$150.00	BTU Input	Permit Fee
400,001 – 450,000	\$230.00	0 – 500,000	\$75.00
450,001 - 500,000	\$250.00	501,001 - 1,000,000	\$100.00
500,001 - 600,000	\$275.00		
600,001 – 700,000	\$300.00		
700,001 - 800,000	\$325.00		
800,001 - 900,000	\$350.00		
900.001 - 1.000.000	\$375.00		

^{*}Add \$5.00 for every 100,000 BTU (or portion of) over 1,000,000 BTU

Permit Fees Are GST Exempt

ATTACHMENT B Quality Management Plan

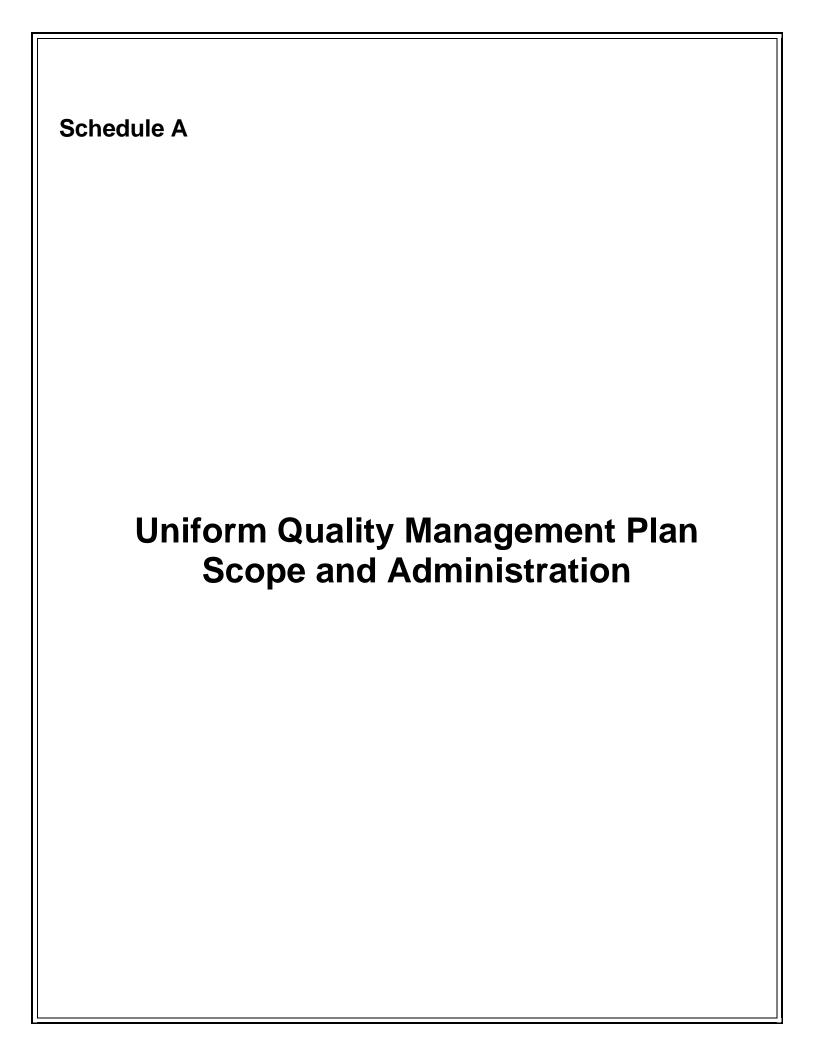
Parkland County Uniform Quality Management Plan

This Uniform Quality Management Plan that includes Schedule A – Scope and Administration, and Schedule B – Uniform Service Delivery Standards, has been accepted by the Administrator of Accreditation.

Administrator of Accreditation

Date





UNIFORM QUALITY MANAGEMENT PLAN SCOPE AND ADMINISTRATION TABLE OF CONTENTS

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SCOPE OF ACCREDITATION

The Municipality will administer the Safety Codes Act (SCA) including all pursuant regulations applicable to the following indicated discipline(s), within the municipal jurisdiction:

Buildi	ng
Y	all parts of the Alberta Building Code, or
	only those parts of the Alberta Building Code pertaining to housing and small buildings being 3 storeys or less in height, having a building area of 600m^2 or less and used as major occupancies classified as Group C - residential, Group D - business and personal services, Group E - mercantile, or Group F2 and F3 - medium and low hazard industrial.
Electri	ical
	all parts of the Canadian Electrical Code and all parts of the Code for Electrical Installations At Oil and Gas Facilities, and/or
	all parts of the Alberta Electrical and Communication Utility Code.
Plumb	ing
	all parts of the National Plumbing Code of Canada, applicable Alberta amendments and regulations, and Private Sewage Disposal System Regulation.
Gas	
	all parts of the Natural Gas and Propane Installations Code and Propane Storage and Handling Code and applicable Alberta amendments and regulations, excluding natural and propane gas highway vehicle conversions.
Fire	
	all parts of the Alberta Fire Code, or
	 all parts of the Alberta Fire Code excepting the following part 4 requirements for tank storage of flammable and combustible liquids: equivalents (may approve alternative materials, systems, equipment and procedures) intervals between inspections and tests (may establish longer intervals between inspections and tests) approval (review of plans, drawings and specifications) atmospheric storage tanks (may approve non-conforming storage tanks) installation of underground storage tanks (assign site sensitivity classification) receipt of leak or spill notification (receipt of notification other than emergency incidents) rendering storage tanks temporarily out of service (receipt of notification when tanks are out of service or reactivated) removal or abandonment of underground storage tanks (receipt of notification when an underground storage tank system has no further use) disposal and reuse of storage tanks (receipt of notification when above ground storage tanks

have been out of service or are to be placed back in service)

ADMINISTRATION OF THE PARKLAND COUNTY UNIFORM QMP

Adherence to the Uniform QMP

The Municipality is responsible for the administration, effectiveness, and compliance with this Uniform QMP that includes Schedule A – Scope and Administration and Schedule B - Uniform Service Delivery Standards.

The Municipality will provide services under Schedule B – Uniform Service Delivery Standards through their own staff or one or more accredited agencies. When providing services through an agency(s), the Municipality will contract with the agency(s) to provide services in accordance with Schedule B – Uniform Service Delivery Standards. The Municipality is responsible for monitoring the contracted agency's compliance with Schedule B – Uniform Service Delivery Standards.

The Municipality recognizes that the Safety Codes Council (SCC) or its representative may review/audit for compliance to this Uniform QMP and will give full cooperation to the SCC or its representative in business related to the administration of the SCA including the conduct of reviews/audits. The Municipality will implement the recommendations of the reviewer/auditor.

The Municipality will encourage and maintain an atmosphere that supports objective and unbiased decisions. All Safety Codes Officers (SCOs) working in the Municipality have the ability and opportunity to make decisions relative to compliance monitoring independently, without undue influence of management, appointed or elected officials.

The Municipality, in the event that it ceases to administer the SCA for any new thing, process, or activity under the SCA, retains responsibility for services provided under the SCA while accredited, including the administration and completion of services for permits issued.

The Municipality recognizes that failure to follow this Uniform QMP may result in suspension or cancellation of the Municipality's accreditation.

Policy for Personnel Training

The Municipality will ensure that SCOs of the Municipality attend updating seminars required by the SCC to maintain current SCO certification.

Freedom of Information

The Freedom of Information and Protection of Privacy Act applies to all information and records relating to, created or collected under this Uniform QMP.

Records Retention & Retrieval

The Municipality will retain the files of all projects including those where an accredited agency(s) was involved, for at least three (3) years or in accordance with the Municipality's record retention policy, whichever is greater. Such files will be available at the Municipality's office. Files where an accredited agency was involved are the property of the Municipality and will be returned to the Municipality within a reasonable time after completion of the services, or upon request.

Declaration Of Status

The Municipality, its SCOs, staff, officers, and accredited agency(s), whether employed, retained or otherwise engaged by the Municipality, will not participate in any design, construction, or installation activities within the Municipality, for projects where they also provide compliance monitoring.

Revisions

Revisions to this Uniform QMP may only be made to the Scope and will only be made by the Chief Administrative Officer responsible for this Uniform QMP. A Resolution from the Municipal Council will be included with a revision. The SCC must approve any change in the Uniform QMP.

Revision Control System

The Municipality will ensure its SCOs have ongoing access to a copy of this Uniform QMP and contracted accredited Agencies are provided with a copy of this Uniform QMP.

The Municipality will maintain a registry of the SCOs and Agencies they have provided with a copy of this Uniform QMP and amendments to this Uniform QMP, and immediately distribute copies of amendments to all registered holders of this Uniform QMP.

Notices

Any correspondence in regards to this Uniform QM	IP will be forwarded to:
Name of Chief Administrative Officer	E-mail address
Name of Municipality	Address of Municipality
Phone number of Municipality	Fax number of Municipality
Municipality Agreement	
In accordance with Council Resolution #agreement and signature to this Uniform QMP.	of (<i>insert date</i>) Parkland County hereby provides
Signature of Chief Administrative Officer	Signature of Chief Elected Official
Name & title of Chief Administrative Officer	Name & title of Chief Elected Official

Schedule B	
Uniform Service Delivery Standard	S

UNIFORM SERVICE DELIVERY STANDARDS TABLE OF CONTENTS

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Appendix A: Building Discipline Appendix B: Electrical Discipline Appendix C: Plumbing Discipline Appendix D: Gas Discipline Appendix E: Permit Services Report (sample)

SCOPE OF SERVICES

This Uniform Service Delivery Standards document establishes responsibilities and minimum performance criteria for providing compliance monitoring services under the Safety Codes Act (SCA) including:

- code advice,
- permit issuance,
- plans examinations,
- site inspections,
- site investigations,
- variances.
- orders,
- verification of compliance,
- identification and follow-up of deficiencies and unsafe conditions,
- collection and remittance of Safety Codes Council (SCC) fees,
- issuance of Permit Services Reports, and
- maintaining files and records.

SECTION 1: PERFORMANCE

The Municipality will:

- perform the services in an effective and timely manner,
- endeavour to work co-operatively with the owner and/or the owner's representative(s) to achieve compliance with the SCA and applicable Regulation(s), and
- perform the services with impartiality and integrity, and in a professional and ethical manner.

SECTION 2: PERSONNEL

The Municipality will:

- employ persons knowledgeable about the applicable codes, standards and regulations, relative to the services it provides.
- employ Safety Codes Officers (SCOs) who are certified and designated at an appropriate level to provide compliance monitoring relative to services the Municipality provides, and
- maintain a registry of all SCOs they employ, and their level(s) of Certification, and Designation of Powers.

SECTION 3: QUALITY MANAGEMENT PLAN TRAINING

The Municipality will:

- train its SCOs and other involved staff in the requirements of this Uniform QMP, and
- maintain the training records on the employee's file.

SECTION 4: RECORDS

The Municipality will maintain a file system for all the records associated with performing the services including:

- permit applications and permits,
- plans, specifications, and other related documents,
- plans review reports,
- inspection reports,
- verifications of compliance,

- variances.
- orders.
- Permit Services Reports, and
- related correspondence and/or other relevant information.

SECTION 5: SAFETY CODES COUNCIL OPERATING FEES

The Municipality will collect the SCC operating fee for each permit issued, and remit those fees to the SCC in the manner and form prescribed by the SCC.

SECTION 6: ORDERS

The Municipality will employ appropriately certified SCOs who may issue orders in accordance with the SCA.

SECTION 7: VARIANCES

The Municipality will employ appropriately certified SCOs who may issue variances in accordance with the SCA and SCC policy.

SECTION 8: COMPLIANCE MONITORING

General

The Municipality will monitor compliance through a program of permit issuance, plans examination (when applicable), site inspection, and follow-up inspections or verification of compliance (when applicable), using appropriately certified and designated SCOs to provide compliance monitoring in accordance with the SCA and associated codes and standards.

Permits

The Municipality will collect all information required by the SCC to be collected as part of each permit application.

The Municipality will issue permits that include:

- name of the issuing Municipality,
- permit number,
- permit discipline type,
- date of issue,
- applicant's name, address, and phone number,
- contractor's name, address, and phone number,
- owner's name, address, and phone number.
- project location by legal description, civic address, and municipality,
- description of the work,
- permit conditions,
- issuer's name, signature, and designation number, and
- a Freedom of Information and Protection of Privacy Act (FOIPP) statement that meets the requirements of FOIPP as per the following example: "The personal information provided as part of this application is collected under the Safety Codes Act and the Municipal Government Act and in accordance with the Freedom of Information and Protection of Privacy Act. The information is required and will be used for issuing permits, safety codes compliance verification and monitoring and property assessment purposes. The name of the permit holder and the nature of the permit is available to the public upon request. If you have any questions about the collection or use of the personal information provided, please contact (insert name, title, business address and business phone number of contact)".

Site Inspections

A SCO will inspect:

- to determine if work complies with the SCA and relevant codes and standards,
- within the time frames noted in the discipline specific sections of this Uniform QMP,
- in a timely fashion (endeavour to inspect within 2 working days and will not exceed 5 working days, when contacted for a required inspection),
- at the stage(s) indicated in the discipline specific sections of this Uniform QMP, and
- all work in place at the time of the inspection.

The Municipality may, at their discretion, extend the time frame for a required site inspection(s) by documenting in the file:

- the reason for the extension, and
- the new time frame or date for conducting the inspection(s).

A SCO will, for each inspection required by this Uniform QMP, complete an inspection report noting:

- permit number and file number (if applicable),
- discipline,
- Municipality name,
- date.
- Owner name, address, and phone number,
- Contractor name, address, and phone number,
- legal description, address (if applicable), and municipality,
- stage(s) of work being inspected,
- a description of the work in place at the time of inspection,
- all observed deficiencies (any condition where the work is incomplete, or does not comply with the SCA or an
 associated code or regulation and in the opinion of the SCO is not an unsafe condition),
- all observed unsafe conditions (any condition that, in the opinion of a SCO, could result in property loss, injury, or death, and is not a situation of imminent serious danger),
- all observed situations of imminent serious danger and the action taken by the SCO to remove or reduce the danger,
 and
- name, signature, and designation number of the SCO conducting the inspection.

The Municipality will, for each required inspection:

- provide copies of Inspection Reports to the permit applicant, contractor, and Municipality's file; and if requested to the Owner, project consultant, Architect, or Consulting Engineers, and
- follow-up on noted deficiencies or unsafe conditions through re-inspection(s) (or at the discretion of the SCO verification of compliance may be accepted as follow-up).

Verification of Compliance

A SCO may, at their discretion, accept a verification of compliance (reasonable assurance provided from a third party that work complies):

- as follow-up to deficiencies or unsafe conditions noted on a site inspection, or
- in lieu of a site inspection when permitted in this Uniform QMP (eg. labelled mobile home siting, minor residential improvements).

A SCO, when accepting a verification of compliance, will document the information to the permit file including:

identification of the document as a verification of compliance, permit number and discipline,

name and title of the person who provided the verification of compliance and how it was provided (i.e. written assurance, verbal assurance, site visit by designate, etc.),

date accepted by the SCO, and

signature and designation number of the SCO.

No-Entry Policy

When a SCO is unable to gain entry to a site for a required inspection, the SCO will leave a notification on-site in a visible location, or forward notification to the Owner or permit applicant (as appropriate), advising of the inspection attempt and requesting that the Municipality be contacted to arrange for the site inspection.

If the Municipality does not receive a response within 30 days of notification, the Municipality will mail the Owner or permit applicant (as appropriate), a second notification requesting that the Municipality be contacted within 30 days to arrange for a site inspection.

If the Municipality is not contacted within 30 days of the second notification, the inspection stage may be considered a "no-entry" and counted as the required interim or final inspection.

Permit Services Report

The Municipality will issue a Permit Services Report:

- within 30 days of completing the compliance monitoring services as required in this Uniform QMP (completion of compliance monitoring services means; after the final or only required inspection, after acceptance of a verification of compliance in lieu of an inspection when permitted, or after compliance with the no-entry policy with respect to the final or only required inspection),
- to the Owner (the Owner, for the purposes of this Uniform QMP means, in order of preference; the Owner of the project at the time the permit was purchased, at the time the compliance monitoring services were provided, or at the time the Permit Services Report was issued).

The Municipality will not issue a Permit Services Report or close a file if there is an unsafe condition, until such time as the unsafe condition is corrected.

The Municipality will, for administrative purposes, consider the file closed when the Permit Services Report is issued, however:

- will reactivate the file if any further activity related to the permit is initiated within 30 days, and
- may reactivate the file at any time.

APPENDIX A: BUILDING DISCIPLINE

Building Permits

The Municipality will, **prior** to permit issuance:

- obtain two complete sets of construction documents as outlined in Part 2 of the Alberta Building Code (ABC),
- obtain any letters or schedules required to be provided by the ABC,
- conduct a preliminary review of the construction documents to determine if professional involvement is required or
 if there are any potentially significant code compliance issues, and
- obtain documents with the seal and signature of a registered Architect and/or Professional Engineer(s), when required by the ABC.

Construction Document Review

The Municipality will, within 15 days of permit issuance:

- complete a review of the construction documents in accordance with the requirements of the ABC,
- prepare a Plans Review Report,
- provide the Plans Review Report to the permit applicant, contractor, and Municipality's file; and if requested to the Owner, project consultant, Architect, or Consulting Engineers, and
- provide one set of construction documents to the permit applicant for retention and review at the project site, and retain one set on the Municipality's file.

Compliance Monitoring on Projects requiring Professional Involvement

The Municipality will collect and maintain on file, a letter(s) of compliance from the professional Architect or Engineer when a part or parts of the building require a professional Architect or Engineer.

The Municipality will collect and maintain on file all letters of compliance required in accordance with the ABC when overall professional Architect and/or Engineer involvement is required for the work covered under a permit.

Building Site-Inspections

A SCO will conduct site inspections at the stages indicated in the following tables:

Site Inspection Stages for Part 9 Buildings Not Requiring Overall Professional Involvement

Type Of Project	Type of Building &	Minimu m # of Inspectio ns	Inspection Stage
	Major Occupancy		(NOTE: inspect all work in place at time of inspection)
New Construction OR Alteration, addition, renovation, reconstruction, change of occupancy, (with a value of work of more than \$20,000)	Single & Two Family Dwellings (Group C)	2	 complete foundation (prior to backfill) OR solid or liquid fuelled appliance(s) & framing (prior to covering up with insulation and vapour barrier) OR insulation and vapour barrier (prior to drywall) AND final, including HVAC completion (within 180 days of permit issuance) or (within 365 days of permit issuance if the homeowner is the contractor)
New Construction OR Alteration, addition, renovation, reconstruction, change of occupancy, (with a value of work of more than \$20,000)	Multi-family Residential, Townhouses, Small Apartments (Group C)	2	 complete foundation (prior to backfill) OR solid or liquid fuelled appliance(s) & framing (prior to covering up with insulation and vapour barrier) OR insulation and vapour barrier (prior to drywall) AND final, including fire alarm and HVAC completion (within 180 days of permit issuance)
New Construction OR Alteration, addition, renovation, reconstruction, change of occupancy, (with a value of work of more than \$20,000)	Business & Personal Services, Mercantile, Med. & Low Hazard Industrial (Group D, E, F2, F3)	2	 complete foundation (prior to backfill) OR HVAC rough-in OR framing, structure (prior to insulation and vapour barrier) AND final, including HVAC completion (within 180 days of permit issuance)
Alteration, addition, renovation, reconstruction, change of occupancy, (with a value of work of \$20,000 or less) OR Other types of permits not covered in this table.	All types of Part 9 Buildings (Group C, D, E, F2, F3)	1	o final (within 180 days of permit issuance)

Site Inspection Stages for Part 3 Buildings Not Requiring Overall Professional Involvement

Type Of Project	Major Occupancy	Minimu m # of Inspectio ns	Inspection Stages (NOTE: inspect all work in place at time of inspection)
New Construction OR Alteration, addition, renovation, reconstruction, change of occupancy (with a value of work more than \$20,000)	A, B, C, D, E, F	2	 *foundation OR *framing, structure OR *HVAC rough-in OR *fire suppression systems OR *fire alarm system OR *HVAC completion OR *interior partitioning AND *final (within 365 days of permit issuance) *NOTE: Any of these site inspections may be combined when it's reasonable to do so, and if site conditions permit.
Alteration, addition, renovation, reconstruction, change of occupancy (with a value of work \$20,000 or less) OR Other types of permits not covered in this table	A, B, C, D, E, F	1	o final (within 365 days of permit issuance)

Site Inspection Stages, Part 9 or Part 3 Buildings Requiring Overall Professional Involvement

Type Of Project	Major Occupancy	Minimu m # of Inspectio ns	Inspection Stages (NOTE: inspect all work in place at time of inspection)
New Construction OR Alteration, addition, renovation, reconstruction, change of occupancy (value of work more than \$20,000)	A, B, C, D, E, F	2	 interim inspection at approximately the mid-term of the work AND final (within 365 days of permit issuance)
Alteration, addition, renovation, reconstruction, change of occupancy (value of work \$20,000 or less) OR Other types of permit not covered in this table.	A, B, C, D, E, F	1	o final (within 180 days of permit issuance)

Site Inspection of labelled mobile home siting, and minor residential improvements including detached garages, decks, or basement renovations will consist of at least one site inspection within 90 days of permit issuance, or at the discretion of the SCO, consist of a completed Verification of Compliance.

Site Inspection of Part 10 buildings will consist of at least one on-site inspection at the final set-up stage within 90 days of permit issuance.

Site Inspection of Solid or Liquid Fuelled Heating Appliances (under separate permit) will consist of at least one onsite inspection, prior to covering, within 90 days of permit issuance.

Site Inspection of Mechanical, Heating, or Ventilation Systems (under separate permit) will consist of at least one onsite inspection at the completion stage, prior to covering, within 90 days of permit issuance.

Site Inspection for Demolition permits (under separate permit) will be at the discretion of the SCO responsible for permit issuance for single family dwellings and their accessory buildings, and will consist of at least one on-site inspection prior to demolition for all other buildings.

Site Inspection for Asbestos permits will consist of at least one site inspection within 90 days of permit issuance, or at the discretion of the SCO consist of a completed Verification of Compliance. The SCO will follow up all ABC deficiencies identified, to ensure compliance.

Site Inspection of Non-flammable Medical Gas Piping Systems will be at the discretion of the SCO responsible for permit issuance. The SCO will follow up all ABC deficiencies identified by the testing Agency, to ensure compliance.

APPENDIX B: ELECTRICAL DISCIPLINE

Electrical Permits

The Municipality will issue Electrical Permits.

Construction Document Review

A SCO may, as a condition of the permit, require the permit applicant to submit construction documents (including plans and specifications) describing the work for any proposed electrical installation.

Electrical Site-Inspections

A SCO will conduct site inspections at the stages indicated in the following table:

Site Inspections for Electrical Installations

Site inspections for Electrical Installations			
Type of Project	Minimum # of Inspection s	Inspection Stages (NOTE: inspect all work in place at time of inspection)	
Public Institutions, Commercial, Industrial, Multi-Family Residential (with value of work over \$4000)	2	 rough-in inspection (prior to cover-up) AND final inspection (within 365 days of permit issuance) 	
Public Institutions, Commercial, Industrial, Multi-Family Residential (with value of work \$4000 or less)	1	 final inspection (within 90 days of permit issuance) 	
Single Family Residential or Farm Buildings under a Contractor Permit (with value of work over \$500)	1	 completed rough-in inspection (prior to cover-up) OR final inspection (within 180 days of permit issuance) 	
Single Family Residential or Farm Buildings under a Homeowner permit (with value of work over \$500)	2	 completed rough-in inspection (prior to cover-up) AND final inspection (within 365 days of permit issuance) 	
Single Family Residential or Farm Buildings under a Contractor or Homeowner permit (with value of work \$500 or less)	1	 final inspection (within 90 days of permit issuance) 	
Skid Units, Relocatable Industrial Accommodation, Manufactured Housing, Oilfield Pump-jacks, Temporary Services	1	 final inspection (within 90 days of permit issuance), including all additional wiring for Relocatable Industrial Accommodation and Manufactured Housing 	
Annual Permit (for minor alterations/additions conducted on one site)	2	 mid-term inspection, and final inspection (within 60 days of expiry of permit) 	

APPENDIX C: PLUMBING DISCIPLINE

Plumbing Permits

The Municipality will issue Plumbing permits.

Construction Document Review

A SCO may, as a condition of the permit, require the permit applicant to submit construction documents (including plans and specifications) describing the work for any proposed plumbing installation.

Plumbing Site-Inspections

A SCO will conduct site inspections at the stages indicated in the following table:

Site Inspections for Plumbing Installations

Installation Type	Minimu m # of Inspectio ns	Plumbing Installation Stage (NOTE: inspect all work in place at time of inspection)
Public Institutions, Commercial,	2	o rough-in below grade prior to covering
Industrial, Multi-Family Residential		OR
(with more than 10 fixtures)		o rough-in above grade prior to covering AND
		o final completion (within 365 days of permit
		issuance)
Public Institutions, Commercial,	1	o rough-in below grade prior to covering
Industrial, Multi-Family		OR
Residential (with 10 fixtures or		o rough-in above grade prior to covering
less)		OR
		o final completion (within 180 days of permit
		issuance)
Single Family Residential or Farm	1	o completed rough-in below grade
Buildings under a Contractor		OR
Permit		o completed rough-in above grade prior to
(with more than 5 fixtures)		covering (within 180 days of permit issuance)
Single Family Residential or Farm	2	o completed rough-in below grade (prior to
Buildings under a Homeowner		covering)
permit		AND
(with more than 5 fixtures)		o final completion (within 365 days of permit
		issuance)
Single Family Residential or Farm	1	o final completion (within 90 days of permit
Building (with 5 fixtures or less)	_	issuance)

Permits for Private Sewage Disposal Systems

The Municipality will issue permits for PSDS installations.

Permit Issuance for Private Sewage Disposal Systems

The Municipality will, **prior** to permit issuance:

- require the permit applicant to provide all relevant installation details including:
 - o a site plan,
 - o the expected volume of sewage per day,
 - o the criteria used to determine the expected volume of sewage per day,
 - o description and details of all sewage system treatment and effluent disposal component(s),
 - o details of the method(s) used to determine the soil effluent loading rate, including the results of the method(s) and who they were conducted by, and
 - o the depth to the water table if less than 2.4 m from ground surface.

and

 require a Plumbing Level 2 Safety Codes Officer to complete a review of the information for compliance with the requirements of the Private Sewage Disposal System regulations.

Private Sewage Disposal System Site Inspections

A Plumbing Level 2 Safety Codes Officer will:

- conduct a minimum of one site inspection during installation, or
- if unable to conduct the inspection during installation, note the reason on file and conduct a final inspection within 30 days of permit issuance.

APPENDIX D: GAS DISCIPLINE

Gas Permits

The Municipality will issue Gas Permits.

Construction Document Review

A SCO may, as a condition of the permit, require the permit applicant to submit construction documents (including plans and specifications) describing the work for any proposed gas installation.

Gas Site-Inspections

A SCO will conduct site inspections at the stages indicated in the following table:

Required Site Inspections for Gas Installations

Installation Type	Minimum # of Inspections	Gas Installation Stages (NOTE: inspect all work in place at time of inspection)
Public Institutions, Commercial,	2	o rough-in
Industrial, Multi-Family Residential (more than 400,000 BTU)		ANDo final completion (within 365 days of permit issuance)
Public Institutions, Commercial,	1	o rough-in
Industrial, Multi-Family Residential (400,000 BTU or less)		OR o final completion (within 180 days of permit issuance)
Single Family Residential or Farm Buildings under a Contractor Permit	1	o final completion (within 180 days of permit issuance)
Single Family Residential or Farm Buildings under a Homeowner permit	1	o final completion (within 365 days of permit issuance)
Temporary Heat Installations (under separate permit)	1	o final inspection (within 90 days of permit issuance)

APPENDIX E: Permit Services Report (sample)

requirements of the Act.

PERMIT SERVICES REPORT

Issued by:	on to	
(Municipality name)	on to (date of issue)	(Owner name)
Re:		
Permit number:		
Type of Permit: Building	Electrical Plumbing	Gas
Location:		
Municipality:		
Lot Block Plan OR	Part of Sec Twp Rg	e West of
Status:		
work may not comply as a Safety Codes Officer we the permit expired the permit was cancelled deficiencies must be corrected f	the Safety Codes Act and applicable as unable to gain entry for the require or the work to meet the intent of the	regulations.
to make arrangements to verify th		
Yours truly,		
Signature of Municipality Representative		
cc: permit file		
Note: This report remains on file as record	of compliance or non-compliance v	with the provisions of the Safety Codes Act,

regulations, Codes, and standards. Pursuant to the Safety Codes Act, the "Owner" is responsible for meeting the