



Request for Proposals (non-binding) (RFP)

RFP No.: [redacted] [redacted] [redacted]

For

Design-Build

of

Submission Deadline:
14:00:59 Mountain Time on

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INFORMATION TABLE

<p>PROJECT TITLE, RFP NUMBER and PROJECT SUMMARY</p>	<p>The title and number of the <i>RFP</i> are: (Please use this title and number on all correspondence)</p>
<p>PROJECT SPECIFIC DETAILS</p>	
<p>FORM OF DESIGN-BUILD</p>	
<p>CITY CONTACT</p>	<p>The <i>City Contact</i> for the <i>RFP</i> is:</p> <p>City Buyer: *** City email address: ***</p> <p>Primary method of communication with the <i>City Contact</i> will be via <i>SAP ARIBA</i></p>
<p>PREQUALIFICATION</p>	
<p>PROJECT SITE</p>	

TIMETABLE	Activity	Timeline
<p>Please enter date and time as: YYYY-MM-DD 00:00:00</p>	RFP issue date	
	Date and time of <i>Proponents' Meeting</i>	
	Date and time of <i>Site Visit</i>	
	Period for <i>Additional Visit(s)</i>	
	Date range for the <i>Commercially Confidential Meetings</i>	
	Last day for <i>Proponents</i> to submit <i>RFIs</i> (insert date at least 3 Business Days prior to Submission Deadline)	Prior to 14:00:59 mountain time on
	Last day for posting of responses to <i>RFIs</i> (insert date at least 2 Business Days prior to Submission Deadline)	
	Last day for issuance of <i>Addenda</i> (insert date at least 2 Business Days prior to Submission Deadline)	
	Submission Deadline	14:00:59 mountain time
	<i>Target Effective Date</i>	
PROPOSERS' MEETINGS	Choose one <input type="checkbox"/> The <i>Proponents' Meeting</i> will be held at _____ _____ for all the <i>Proponents</i> at the date and time stated in the <i>Timetable</i> . This meeting is <u>not</u> mandatory. <input type="checkbox"/> None currently scheduled.	
SITE VISIT		
SAFETY REQUIREMENTS or RESTRICTIONS FOR SITE VISIT or PROPOSERS' MEETING		

<p>SUBMISSION INSTRUCTIONS</p>	<p><i>Proposals</i> must be submitted electronically on <i>the SAP ARIBA Portal</i></p> <p>The submission receipt provided electronically by <i>SAP ARIBA</i> upon submission of a <i>Proposal</i> will indicate the date and time of submission.</p>
<p>PROPOSAL SUBMISSION FEE</p>	<p><input type="checkbox"/> \$ _____ <i>[Estimate: 50% of estimated cost of preparing proposal]</i></p> <p><input type="checkbox"/> Not Applicable</p>
<p>INELIGIBLE PERSONS</p>	<p>The following are considered <i>Ineligible Persons</i>:</p>
<p>CONSENT OF SURETY</p>	
<p>REFERENCES</p>	
<p>FAIRNESS MONITOR</p>	

<p>COMMERCIALLY CONFIDENTIAL MEETINGS</p>				
<p>EVALUATION SUMMARY</p>	<p><i>(Check box if applicable)</i></p>	<p>Evaluation Headings</p>	<p>Maximum Points</p>	<p>Minimum Points <i>(if applicable)</i></p>
	<p><input type="checkbox"/></p>	<p>Prime Contractor for Safety (Pass/Fail)</p>		
	<p><input type="checkbox"/></p>	<p>Technical Evaluation</p>		
	<p><input type="checkbox"/></p>	<p>Financial Evaluation</p>		
<p>THE CITY'S LIMIT ON LIABILITY</p>	<p>The Section 9.2 limit is either the lesser of the <i>Proposal</i> preparation costs that the <i>Proponent</i> seeking damages from <i>The City</i> can demonstrate, or \$250,000.</p>			

REQUEST FOR PROPOSALS

Section 1 - INTRODUCTION

1.1 Interpretation

(1) Unless otherwise defined in the *RFP*, capitalized terms and expressions have the meaning given to them in the *Sample Contract Letter*, and its schedules.

(2) In the *RFP Documents*: words in the singular include the plural and vice-versa; words in one gender include all genders; all references to dollar amounts are to the lawful currency of Canada; the words “will”, “must” or “shall” will be construed and interpreted as synonymous; and the words “include”, “includes”, or “including” will not be considered to set forth an exhaustive list.

(3) All references in the *RFP Documents* to “discretion” or “sole discretion” means in the sole and absolute discretion of the party exercising the discretion.

(4) If the *RFP Documents* cite or refer to an Act, regulation, code, bylaw, policy, guideline, standard, or procedure, the citation or reference is to the Act, regulation, code, bylaw, policy, guideline, standard, or procedure as amended from time to time and includes reference to any Act, regulation, code, bylaw, policy, guideline, standard, or procedure that may be substituted in its place.

1.2 Definitions

(1) In the *RFP Documents*, the following terms have the meanings set out:

Addendum means a written addendum to the *RFP Documents* issued by *The City* as set out in Section 3.6.

Additional Visit means a visit to the *Project Site* by a *Proponent* subsequent to the *Site Visit*.

Advisor means any *Person* retained to provide professional advice to any one of *The City*, a *Proponent*, or a *Proponent Team Member*, as applicable.

Affiliate has the meaning ascribed to the term “affiliate” in the *Business Corporations Act* R.S.A. 2000, c. B-9.

Agreement means the *Finalized Contract Letter* including all related schedules, appendices, and attachments entered into between the *Successful Proponent* and *The City* pursuant to the *RFP Process*.

Applicable Law means:

- (a) any statute or proclamation or any delegated or subordinate legislation, including regulations and by-laws; or
- (b) any judgment of a relevant court of law, board, arbitrator, or administrative agency;

in each case, in force in the Province of Alberta, which apply to or otherwise affect the *Project*, *The City*, the *Proponent*, or the property of *The City*, or the *Proponent*.

Background Information means information provided by *The City* for *Proponents’* review that is set out in Appendix H.

Business Day means any day other than a Saturday, Sunday, statutory holiday, or other day on which *The City* has elected to be closed for business.

City Contact means the individual identified in the *Information Table*.

City Council means the municipal council of *The City*.

Commercially Confidential Meetings means confidential bilateral meetings between *The City* (and its representatives and *Advisors*) and individual *Proponents* (and their representatives and *Advisors*).

Commercially Confidential RFIs means an *RFI* that the *Proponent* considers to be commercially sensitive or confidential to that particular *Proponent*.

Confidential Information means all material, data, information, or any item in any form, whether oral or written, including in electronic or hard-copy format, supplied by, obtained from or otherwise provided by *The City* in connection with the *RFP Process*, the *RFP Documents* or the *Project*, whether supplied, obtained from, or provided before or after the *RFP Process* that *The City* has identified or marked as confidential.

Conflict of Interest means any perceived, potential, or actual state of affairs or circumstance where, in relation to the *Project* or *The City*, a *Proponent* or any *Proponent Team Member* or *Advisor*:

- (a) has other commitments, relationships, financial interests, or involvement in ongoing litigation that:
 - (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of independent judgment by any personnel of *The City* or its *Advisors*; or
 - (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of a *Proponent's* obligations under the *Sample Contract Letter* if that *Proponent* was determined to be the *Successful Proponent* under the *RFP Process*;
- (b) has contractual or other obligations to *The City* that could or could be seen to have been compromised or otherwise impaired as a result of its participation in the *RFP Process* or the *Project*; or
- (c) has knowledge of *Confidential Information* (other than *Confidential Information* disclosed by *The City* in the normal course of the *RFP Process*) of strategic and/or material relevance to the *RFP Process* or to the *Project* that is not available to other *Proponents* and that could or could be seen to give the *Proponent* an unfair competitive advantage.

Consent of Surety means a direct undertaking by a bonding company to provide a guarantee at the time of *Submission Deadline* that, if the *Proponent* were to enter into the *Sample Contract Letter* with *The City*, the bonding company would issue the required bonds.

Day means calendar day.

Effective Date means the effective date of the fully executed *Finalized Contract Letter*.

Electronic Signature means, for the purposes of submitting a *Proposal* to this *Request for Proposal*, the printed or typed full legal name of the *Proponent*.

Estimated Construction Budget means the estimated construction budget for the *Project* at the time of issuance of the *RFP*, established by *The City*, as set out in the *Information Table*, and provided for information purposes only.

Evaluation Categories means the evaluation categories defined in Part 1 of Appendix G.

Evaluation Committee means the committee established for the purpose of evaluating *Proposals* in accordance with the *RFP Documents*.

Fairness Monitor means the fairness monitor selected by *The City* as set out in the *Information Table*.

Finalized Contract Letter means the *Sample Contract Letter* finalized by *The City* including the changes, additions, or modifications made in accordance with Section 8.1, and modifications to those parts of the *Sample Contract Letter* which are indicated in the *Sample Contract Letter* as being subject to completion.

Financial Submission means the component of the *Proposal* submitted in response to the requirements set out in Appendix G.

Financial Submission Information means the information contained in the *Proponent's Financial Submission*, including the *Price Submission*.

Financial Submission Score is defined in Section 6.2.4(1).

First Negotiations Proponent means the top-ranked *Proponent* (in accordance with the ranking established pursuant to Section 6.2.6) selected to enter into negotiations with *The City*.

FOIP means the *Freedom of Information and Protection of Privacy Act* R.S.A. 2000, c. F-25.

General RFI means an *RFI* of general application that would apply to all *Proponents*.

Identified Proponent Party means a shareholder of a *Proponent* (unless the *Proponent* is a company whose equity securities are listed on a recognized stock exchange under the *Income Tax Act* R.S.C. 1985, (5th Supp.) c.1), a *Proponent Team Member*, a proposed subcontractor, a *Key Personnel*, or any other party identified in the *Proponent's Prequalification Submission* or *Proposal*.

Ineligible Person means a *Person* who has a *Conflict of Interest* or has, or had, participation or involvement in assisting *The City*, directly or indirectly, with the *RFPQ Process* or *RFP Process* or the design, planning, or implementation of the *Project*, and who has, or may provide to a *Proponent*, a materially unfair advantage, including as a result of any *Confidential Information* that is not, or would not reasonably be expected to be, available to all other *Proponents*, and includes those *Persons* identified by *The City* and listed in the *Information Table* or as may be otherwise identified by the *City Contact*.

Information Table means the table found at the front of the *RFP* containing a summary of certain key information.

Key Personnel means an individual identified in the *Proponent's Prequalification Submission* or *Proposal* as key personnel.

Lead Proponent means the *Proponent Team Member* who is a single legal entity authorized by all the *Proponent Team Members* to represent the *Proponent Team* (see Appendix D – *Proponent Team Declaration*).

SAP ARIBA means the current version of the public electronic tendering service utilized by *The City* for the *RFP Process*, operated by SAP. (or one of its *Affiliates*) and accessed via [The City of Calgary's Ariba Discovery Page](#).

Minimum Technical Score means the minimum *Technical Submission Score* required by a *Proponent* to be considered further in the *RFP Process*.

Negotiations Proponent means the entity or entities that are selected by *The City* to negotiate an agreement.

Notice means a notice issued by *The City* with respect to the *RFP Process* or the *Project*.

Person means any one of an individual, general or limited partnership, limited liability partnership, limited liability company, corporation, sole proprietorship, trust, joint venture, unincorporated organization, association, society, government, or any department or agency of government.

Prequalification Submission means any and all prequalification documents submitted by each of the *Prequalified Parties* in the *RFPQ Process*.

Prequalified Parties means the parties who were prequalified through the *RFPQ Process*.

Price Submission means the price component of the *Financial Submission* as set out in Appendix C - Price Submission Form.

Prime Contractor for Safety means the role of “prime contractor” as that term is defined in the *Occupational Health and Safety Act*, R.S.A. 2000, Ch. O-2, all of its regulations, and the *Occupational Health and Safety Code (Alberta)*.

Project means the project as described in the *Information Table*.

Project Site means the site for the *Project* as described in the *Information Table*.

Proponent means a single legal entity that submits documents in response to the *RFP*; both prior to and after the submission of its *Proposal* to *The City*.

Proponent Representative means the *Person* identified in Appendix B – Proposal Submission Form to receive information and notices on behalf of the *Proponent*.

Proponents’ Meeting means a meeting for all *Proponents* held on the dates and at the times set out in the *Timetable* and at the location set out in the *Information Table*.

Proponent Team means:

- (a) a group of entities who were prequalified as a team during the *RFPQ Process*;
- (b) a group of *Prequalified Parties*; or
- (c) where there was no *RFPQ Process*, a group of entities;

who intend to submit a *Proposal* as a team.

Proponent Team Declaration means the declaration made by a *Proponent Team* prior to submission of its *Proposal* using the form set out in Appendix D.

Proponent Team Member means a member of the *Proponent Team*.

Proposal means a *Proponent’s Technical Submission* and *Financial Submission*, as amended by Section 4.2(1) if applicable.

Proposal Information includes:

- (a) all information contained in a *Proposal* or which is disclosed by or through a *Proponent* to *The City* during the evaluation of the *Proposals* or during the process of executing the *Agreement*; and
- (b) any and all ideas, concepts, products, alternatives, processes, recommendations, and suggestions developed by or through a *Proponent* and revealed to or discovered by *The City*, including any and all those that may be connected in any way to the preparation, submission, review or negotiation of any *Proposal* or the *Agreement*.

Proposal Submission Fee means the fee that will be paid to each eligible *Proponent* in accordance with *RFP* Section 5.4 in the amount set out in the *Information Table*.

Proposal Submission Form means the form set out in Appendix B.

Rectification Period means the period of not less than 2 *Business Days* during which a *Proponent* is permitted in accordance with Section 6.2.1 to rectify its *Technical Submission* or *Financial Submission* to satisfy the requirements in Section 5.1.

Request for Information (RFI) means a *Proponent* question.

Request for Proposals (RFP) means this request for proposals.

RFP Documents means those documents listed in Section 2.1(1).

RFP Process means the **non-binding** procurement process followed by *The City* to select a *Successful Proponent* which commences with the issuance of the *RFP* and terminates on the earliest of:

- (a) the date of execution of the *Finalized Contract Letter* by *The City* and the *Successful Proponent*;
- (b) a decision by *The City* to permanently discontinue all negotiations under the procurement process; or
- (c) *The City's* cancellation or termination of the *RFP*.

RFPQ Process means the request for prequalification process that preceded the *RFP*, either project-specific or category-specific, in accordance with *The City's* prequalification process for *Prime Contractor for Safety* status.

Sample Contract Letter means the sample contract letter in Appendix A, including all related schedules, appendices, and attachments.

Site Visit means an optional visit to the *Project Site*.

Submission Deadline means the deadline for submission of the *Technical Submission* and *Financial Submission* as set out in the *Timetable*.

Submission Requirements means all of the submission requirements for the *Proponents' Proposals* as set out in the *RFP Documents*.

Successful Proponent means the *Proponent* with whom *The City* concludes successful negotiations.

Supplier Code of Conduct means *The City's* Supplier Code of Conduct Policy (ALT2020-1056).

Target Effective Date means the date set out as the *Target Effective Date* in the *Timetable*.

Technical Submission means the component of the *Proposal* submitted in response to the requirements set out in Appendix G to the *RFP*.

Technical Submission Information means the information contained in the *Proponent's Technical Submission*.

Technical Submission Score is defined in Section 6.2.3(1).

The City means The City of Calgary.

Timetable means the table outlining the deadlines for the *RFP Process* as set out in the *Information Table*.

Work means all work and any services to be performed by the *Proponent* under the *Sample Contract Letter*.

1.3 Project Summary

(1) A summary of the *Project* is set out in the *Information Table*. Further details regarding the *Project* are set out in the *Sample Contract Letter*.

1.4 General

(1) The *RFP* is issued by *The City* in respect of the *Project*. Certain information is summarized in the *Information Table* at the beginning of the *RFP*.

(2) *The City* will manage the *RFP Process* and the *City Contact* will be the single point of contact for matters pertaining to the *RFP Process*. *SAP ARIBA* will be the primary method of communication. Direct contact by *Proponents* with the *City Contact* may only occur in situations where contact through *SAP ARIBA* is not possible.

(3) The scope of *Work* and the terms and conditions in respect of the *Project* are set out in the *Sample Contract Letter*.

(4) All correspondence from *The City* to a *Proponent* will be sent to the *Proponent Representative*. Each *Proponent* is solely responsible to ensure that all contact information for the *Proponent Representative* is accurate and updated at all times during the *RFP Process*. *Proponents* may update or revise their *Proponent Representatives'* information through *SAP ARIBA*.

1.5 Overview of Project Procurement and Implementation

(1) *The City* will carry out the procurement and implementation of the *Project* in accordance with the following applicable stages:

(a) **Stage 1 – Prequalification**

(i) Subject to Section 3.5, the *RFP Process* is open to those *Proponents* identified in the *Information Table*.

(b) **Stage 2 – RFP Process**

(i) The *RFP Process* is the **non-binding**, competitive procurement process described in detail in the *RFP*. As more specifically set out in Section 8, the purpose of this *RFP Process* is to identify a *Negotiations Proponent* with whom *The City* will attempt to reach an agreement to carry out the *Project*. *The City* is under no obligation to enter into an agreement as part of the *RFP Process*.

(c) **Stage 3 – Implementation of the Agreement**

- (i) Once *The City* and the *Successful Proponent* have executed the *Finalized Contract Letter*, the terms and conditions of the *Agreement* will determine how the *Project* is to proceed.

1.6 Fairness Monitor

(1) *The City* may elect to appoint a *Fairness Monitor* to monitor the *RFP Process*. The *Fairness Monitor* will be identified in the *Information Table*.

Section 2 - THE RFP DOCUMENTS

2.1 RFP Documents

(1) The *RFP Documents* are:

- (a) the *RFP*;
- (b) Appendix A – Sample Contract Letter (including attached Schedules);
- (c) Appendix B – *Proposal Submission Form*;
- (d) Appendix C – Price Submission Form;
- (e) Appendix D – *Proponent Team Declaration*;
- (f) Appendix E – Consent of Surety;
- (g) Appendix F – Reference Form;
- (h) Appendix G – Submission Requirements and Evaluation:
 - (i) Part 1 – Proposal Format, Submission, and Evaluation Requirements;
 - (ii) Part 2 – Technical Submission Requirements; and
 - (iii) Part 3 – Financial Submission Requirements;
- (i) Appendix H – Background Information; and
- (j) *Addenda* to the *RFP Documents*, if any.

(2) *The City* may also provide *Proponents* with *Notices*. The *Notices* do not form part of or amend the *RFP Documents*.

(3) Subject to Section 2.2(1), the *RFP Documents* are to be read as a whole. The appendices and *Addenda*, if any, are incorporated by reference into the *RFP*.

2.2 Conflicts or Inconsistencies in Documents

(1) For the purpose of the *RFP Process*, if there are any conflicts or inconsistencies among the terms and conditions of the documents comprising the *RFP Documents* the following will apply:

- (a) for matters of interpretation related to the *RFP Process* and all competitive procurement process matters, the *RFP* will prevail over the appendices to the *RFP* during the *RFP Process*;
- (b) for all matters of interpretation of the *Project* and the *Sample Contract Letter* during the *RFP Process*, the *Sample Contract Letter* will prevail over the *RFP* and all other appendices; and
- (c) for the purpose of resolving conflicts or inconsistencies among the documents that constitute the *Sample Contract Letter*, the provisions of the *Sample Contract Letter* dealing with conflicts or inconsistencies will govern.

(2) Despite Section 2.2(1), if a *Proponent* believes that there is any term or condition in any *RFP Document* that is ambiguous, or that conflicts or is inconsistent with any other term or condition in the *RFP Documents*, the *Proponent* is required to notify *The City* of that ambiguity, conflict, or inconsistency in accordance with Section 3.2.2.

(3) *The City's* latest electronic version of any *RFP Document* as posted on *SAP ARIBA* will govern. For the purposes of this Section 2.2(3), the latest version of any *RFP Document* will be determined by the date and time of when that document was placed on the *SAP ARIBA* by *The City*.

2.3 Distribution of Documents to Proponents

(1) *The City* will circulate all *RFP Documents*, including *Addenda*, by placing them on *SAP ARIBA*. *Proponents* are solely responsible for ensuring that they reviewed all documents on *SAP ARIBA* in accordance with Section 2.4(3) and, in particular, have reviewed all documents on *SAP ARIBA* immediately prior to submitting a *Proposal*.

2.4 SAP ARIBA

(1) During the *RFP Process*, *SAP ARIBA* will be the primary method of communication between the *Proponents* and *The City*. *The City* will use *SAP ARIBA* for the following:

- (a) the distribution of *RFP Documents*, amended and restated *RFP Documents*, and *Addenda* (including "black-lined" *RFP Documents* revised by *Addenda*);
- (b) the provision of *Background Information*;
- (c) the posting of *Notices* and other information for *Proponents*; and
- (d) the receipt of *RFIs* from *Proponents* and the posting of responses to *RFIs*.

(2) *The City* may add, delete, or amend documents on *SAP ARIBA* at any time.

(3) Each *Proponent* is solely responsible to ensure that it:

- (a) has registered and created an account on *SAP ARIBA* and has the appropriate software that allows the *Proponent* to access and download documentation that *The City* posts to *SAP ARIBA* and to submit a *Proposal*;
- (b) checks *SAP ARIBA* frequently for the addition, deletion, or amendment of *RFP Documents*, *Background Information*, *Notices*, and other information and the posting of responses to *RFIs* and, at all times during the *RFP Process*, keeps itself informed of and takes into account the most current *RFP Documents*, *Background Information*, *Notices* and other information and responses to *RFIs*;

(c) the *Proponent* contact email account will accept all emails from *The City*.

(4) *The City* will not be responsible for any technical malfunction or other problems with or affecting, any communications network or service, computer systems, servers or providers, or computer equipment. In the event of a confirmed malfunction with *SAP ARIBA*, *The City* may, in its sole discretion, extend the *Submission Deadline*, or re-issue the *RFP*.

(5) Only an individual who has registered on *SAP ARIBA* as representing or having the authority to represent the *Proponent* may submit a *Proposal* on behalf of the *Proponent* in response to the *RFP* and the individual is deemed, as a result of such registration, to have full legal authority to submit a *Proposal* on behalf of the *Proponent*. *The City* takes no responsibility or liability for a *Proposal* submitted in response to the *RFP* without the appropriate approval of the *Proponent* having been obtained for submission of the *Proposal*.

Section 3 - THE RFP PROCESS

3.1 RFP Process Timetable

(1) *The City* may amend the *Timetable*, without liability, cost, or penalty and in its sole discretion:

- (a) at any time before the *Submission Deadline* for events that are to occur on or before the *Submission Deadline*, including the *Submission Deadline* itself; or
- (b) at any time in the *RFP Process* for events that are to occur after the *Submission Deadline*.

3.2 Questions and Contact with The City

3.2.1 City Contact

(1) Except as set out in Section 1.4(2) and Section 3.4, the *Proponents* must submit all communications regarding the *RFP Documents*, the *RFP Process*, and their *Proposals* to the *City Contact* electronically in accordance with Section 3.2.2.

3.2.2 RFI Submission Process

- (1) A *Proponent* must submit an *RFI* if the *Proponent*:
 - (a) identifies any errors, omissions or ambiguities in the *RFP*;
 - (b) wishes to submit a question or request additional information with respect to the *RFP*, including with respect to the *RFP Process*, the *Project* or the *Sample Contract Letter*.
- (2) *Proponents* must submit *RFIs* to *The City* prior to the deadlines set out in the *Timetable*.
- (3) *The City* is not responsible in any way whatsoever for any misunderstanding by a *Proponent* or any of its *Proponent Team Members* of the *RFP Documents*, *Background Information*, responses to *RFIs*, *Notices*, or any other type of information provided by *The City*.
- (4) The following will apply to *Proponents* when submitting *RFIs* to *The City* during the *RFP Process*:
 - (a) *RFIs* must be submitted to *The City* by using the “Q&A” tab on *SAP ARIBA* in accordance with the deadlines set out in the *Timetable*;

- (b) *Proponents* are permitted to submit *RFIs* categorized as follows:
- (i) *General RFIs*; or
 - (ii) *Commercially Confidential RFIs*;
- (c) if *The City* disagrees with a *Proponent's* categorization of an *RFI* as a *Commercially Confidential RFI*, *The City* will give the *Proponent* an opportunity to either categorize the *RFI* as a *General RFI* or to withdraw the *RFI*; and
- (d) if *The City* determines, in its sole discretion, that a *Commercially Confidential RFI*, even if it is withdrawn by a *Proponent*, is of general application or would provide a significant clarification of the *RFP Documents* or *RFP Process* to *Proponents*, *The City* may issue a clarification to *Proponents* that deals with the same subject matter as the withdrawn *Commercially Confidential RFI*.

(5) *The City* will provide written responses circulated to *General RFIs* to all *Proponents* through *SAP ARIBA*. If *The City* agrees with a *Proponent's* categorization of a *RFI* as a *Commercially Confidential RFI*, then *The City* will provide a response through *SAP ARIBA* only to the *Proponent* that submitted the *RFI*.

(6) *The City* may, in its sole discretion, respond to *RFIs* received after the deadline set out in the *Timetable*, if, in the opinion of *The City*, the inquiry raises a significant issue that needs clarification. *The City* will not respond to inquiries received after the *Submission Deadline*.

(7) *The City's* responses to *RFIs* do not amend the *RFP Documents* unless subsequently confirmed by way of an *Addendum* to the *RFP Documents* issued in accordance with Section 3.6.

(8) Prior to the *Submission Deadline*, if a *Proponent* wishes to contact *The City* on matters relating to its *Proposal*, the *RFP Documents* or the *RFP Process*, it will contact the *City Contact* electronically through *SAP ARIBA*. Direct contact by *Proponents* with the *City Contact* may only occur in situations where contact through *SAP ARIBA* is not possible.

3.3 Communications Restrictions

3.3.1 Communications with Other Government Authorities and Utilities

(1) Subject to the restrictions in Section 3.3.2, *Proponents* and *Proponent Team Members* are permitted to communicate directly with any other municipality, government authority, or utility provider with respect to utilities or other types of governmental requirements related to the *Project*.

(2) *The City* is not, in any way whatsoever, responsible for any representations, statements, assurances, commitments, or agreements that *Proponents*, *Proponent Team Members*, or their respective *Advisors* receive or believe they may have received from another municipality, government authority, or utility provider. *Proponents*, *Proponent Team Members*, and their respective *Advisors* rely on any such representations, assurances, commitments, or agreements at their own risk without recourse against *The City*.

3.3.2 Prohibited Contacts and Lobbying Prohibition

(1) *Proponents* and *Proponent Team Members* and all of their respective *Advisors*, employees, and representatives are prohibited from engaging in any form of political or other lobbying, of any kind whatsoever in relation to the *Project*, or to influence the outcome of the *RFP Process*.

(2) Without limiting the generality of Section 3.3.2(1), and except as otherwise explicitly permitted in the *RFP*, neither *Proponents* nor *Proponent Team Members* nor any of their respective *Advisors*, employees, or representatives will contact or attempt to contact, either directly or indirectly, at any time during the *RFP Process*, any of the following *Persons* or organizations on matters related to the *RFP Process*, the *RFP Documents*, or the *Proposals*:

- (a) any *Person* who is employed or engaged by *The City*, or any *Person* who was previously employed by *The City*, and who would have information related to this *Project*, other than the *City Contact*;
- (b) any expert or *Advisor* assisting *The City*;
- (c) any member of *City Council* or any member of a councillor's staff;
- (d) any other *Proponent* or their *Proponent Representative* (except *Proponent Team Members* that are part of more than one *Proponent*);
- (e) *Ineligible Persons*; or
- (f) any directors, officers or consultants of any *Person* listed in Sections 3.3.2(2)(a) to 3.3.2(2)(e).

(3) If a *Proponent* or a *Proponent Team Member* or any of their respective *Advisors*, employees, or representatives, in the opinion of *The City*, contravenes Section 3.3.2(1) or 3.3.2 (2), *The City* may, in its sole discretion, but is not obliged, to:

- (a) take any action in accordance with Section 7.2; or
- (b) impose conditions on the *Proponent's* or *Proponent Team Member's* continued participation in the *RFP Process* that *The City* considers, in its sole discretion, to be in the public interest or otherwise appropriate.

3.3.3 Media Releases, Public Disclosures and Public Announcements

(1) A *Proponent* is not permitted to, and must ensure that their *Advisors*, employees, representatives, and *Proponent Team Members*, and their respective *Advisors*, employees, and representatives do not issue or disseminate any media release, public announcement, or public disclosure that relates to the *RFP Process*, the *RFP Documents*, or the *Project* or any related matters, without the prior written consent of *The City*, which consent may be withheld in *The City's* sole discretion.

(2) Neither the *Proponents* nor the *Proponent Team Members* or any of their respective *Advisors*, employees, or representatives are permitted to make any public comment, respond to questions in a public forum, or carry out any activities to either criticize another *Proponent* or *Proposal*, or to publicly promote or advertise their own qualifications, interest in or participation in the *RFP Process* without *The City's* prior written consent, which consent may be withheld in *The City's* sole discretion. Notwithstanding this Section 3.3.3(2), *Proponents*, and *Proponent Team Members* are permitted to state publicly that they are participating in the *RFP Process*.

(3) Section 3.3.3(2) does not prohibit disclosures necessary to permit the *Proponent* to discuss the *Project* with prospective subcontractors, but such disclosure is permitted only to the extent necessary to solicit those subcontractors' participation in the *Project*.

3.3.4 Restrictions on Communications between Proponents – No Collusion

(1) A *Proponent*, *Proponent Team Members*, and their respective *Advisors*, employees, and representatives, must not discuss or communicate, directly or indirectly, with any other *Proponent*, any information whatsoever regarding the preparation of its own *Proposal* or any other *Proposal* in a fashion that would contravene *Applicable Law*. *Proponents* must prepare and submit *Proposals* independently and without any connection, knowledge, comparison of information, or arrangement, direct or indirect, with any other *Proponent*.

3.4 Meetings with Proponents

3.4.1 Site Visit and Proponents' Meeting

(1) *The City* may conduct either a *Site Visit* or a *Proponents' Meeting*, or both, prior to the *Submission Deadline*.

(2) Although the *Site Visit* and the *Proponents' Meeting* are optional, *The City* strongly encourages *Proponents* to have a representative present. A *Proponent's* failure to attend a *Site Visit* or *Proponents' Meeting* is at the *Proponent's* own risk and responsibility.

(3) Detailed information with respect to the time, date, location, safety requirements, and restrictions for the *Site Visit* and *Proponents' Meeting* are set out in the *Information Table*.

(4) *Proponents* must observe all health and safety and security requirements during the *Site Visit*. *Proponents* acknowledge that the *Proponent*, its employees, and representatives attend *Site Visits* at their own risk.

(5) *Proponents* may ask questions and seek clarifications at a *Site Visit* or *Proponents' Meeting*. Nothing stated or disclosed by *The City* at a *Site Visit* or *Proponents' Meeting* will be binding on *The City*, nor will any such statement or disclosure change, modify, amend, or waive the requirements of the *RFP* in any way, unless subsequently confirmed by way of an *Addendum* to the *RFP Documents* issued in accordance with Section 3.6.

3.4.2 Additional Visits

(1) Except for the *Site Visit*, *Proponents* are not permitted to access the *Project Site*, for any purpose except by prior written arrangement with the *City Contact* through *SAP ARIBA*.

(2) If *The City* permits an *Additional Visit*, *The City* may, in its sole discretion and through the *City Contact*, require that a representative from *The City* be present to monitor *Proponents'* activities during the *Additional Visit*. The *City Contact* will confirm whether the representative from *The City* will be present at the *Additional Visit* at the time the *Additional Visit* is approved and scheduled. The period during which an *Additional Visit* will be permitted is set out in the *Timetable*.

(3) A *Proponent* that wishes to arrange an *Additional Visit* will submit a request through *SAP ARIBA* to the *City Contact* at least two (2) *Business Days* prior to the *Proponent's* proposed date and time for an *Additional Visit*. The request must set out the:

- (a) proposed date and time, and alternate date and time, of the proposed *Additional Visit*;
- (b) purpose of the *Additional Visit*;
- (c) areas of the *Project Site* for which access is requested; and

- (d) names, titles, and contact information of the *Proponent's* and *Proponent Team Members'* representatives who will be attending the *Additional Visit*.

(4) If the *Proponent* has received approval for and written confirmation of an *Additional Visit* from the *City Contact*, unless otherwise set out in the *City Contact's* confirmation, the provisions of Section 3.4.1(4) and (5) will apply to the *Additional Visit*.

3.4.3 Commercially Confidential Meetings

(1) *The City* may, in its sole discretion, convene *Commercially Confidential Meetings*. These *Commercially Confidential Meetings* may be:

- (a) to discuss the *Sample Contract Letter* and the *Proponent's* suggested amendments to the *Sample Contract Letter*; or
- (b) ad hoc.

(2) Whether *The City* intends to hold *Commercially Confidential Meetings* and the locations of those meetings is set out in the *Information Table*. The approximate date of *Commercially Confidential Meetings* is set out in the *Timetable*. While attendance at *Commercially Confidential Meetings* is not mandatory, *Proponents* are strongly encouraged to attend. A *Proponent's* failure to attend a *Commercially Confidential Meeting* is at the *Proponent's* own risk and responsibility.

(3) If *The City* holds *Commercially Confidential Meetings* and a *Fairness Monitor* has been appointed for the *RFP Process*, the *Fairness Monitor* will attend such *Commercially Confidential Meetings*.

(4) For all *Commercially Confidential Meetings*, each *Proponent* will provide *The City* with an agenda and a list of attendees at least 5 *Business Days* in advance of each meeting. *The City* may provide *Proponents* with comments on the agenda and a list of any prioritized items *The City* would like to discuss.

(5) Nothing stated or disclosed by *The City* at the *Commercially Confidential Meetings* will be binding on *The City*, nor will any such statement or disclosure change, modify, amend, or waive the requirements of the *RFP Documents* in any way, unless subsequently confirmed by way of an *Addendum* to the *RFP Documents* issued in accordance with Section 3.6.

(6) By their attendance at the *Commercial Confidential Meetings*, the *Proponent*, *Proponent Team Members*, and any of their attendees at *Commercially Confidential Meetings* acknowledge and agree that:

- (a) any statement made at a *Commercially Confidential Meeting* by *The City* or any of its *Advisors* or representatives is not and will not be deemed or considered to be an indication of a preference by *The City* or a rejection by *The City* of anything said or done by the *Proponent*, *Proponent Team Member*, or any of their attendees;
- (b) any statement made at a *Commercially Confidential Meeting* by *The City* or any of its *Advisors* or representatives cannot and will not be relied upon in any way by the *Proponent* or *Proponent Team Member* for any purpose, including any purpose in connection with the *RFP*, the *Sample Contract Letter*, the *Project* or otherwise, except and only to the extent expressly confirmed by *Addendum* in accordance with Section 3.6, provided that *The City* will not be under any obligation to confirm any information by *Addendum*;
- (c) *The City* may share process-related information, including clarifying information, with all *Proponents* if the need arises; and

- (d) the *Proponent*, each *Proponent Team Member*, and their attendees:
- (i) will participate in the *Commercially Confidential Meetings* in accordance with the guidelines, procedures, and processes set out in the *RFP*;
 - (ii) waive any and all rights to contest and/or protest the *RFP* and the processes and guidelines set out, including the *Commercially Confidential Meetings*, based on the fact that *Commercially Confidential Meetings* occurred or on the basis that information may have been received during a *Commercially Confidential Meeting* by another *Proponent*, another *Proponent Team Member*, or their attendees that was not received by the *Proponent*, the *Proponent Team Member(s)*, or attendees; and
 - (iii) agree that the *Proponent*, *Proponent Team Members*, and their attendees must treat information received at a *Commercially Confidential Meeting* as *Confidential Information*.

3.5 Changes to Proponents or Proponent Team Members

(1) *Proponents* will ensure that there is no change to its *Identified Proponent Parties* without prior written consent from *The City*.

(2) If *The City*, in its sole discretion, considers a proposed change to a *Proponent's Identified Proponent Party* to be acceptable, *The City* may consent to the change. Such consent may be subject to such terms and conditions as *The City* may require, in its sole discretion. If a proposed change is not acceptable to *The City*, the *Proponent* may propose an alternate change for review by *The City* in the same manner as the first proposed change. *The City* may, in its sole discretion, disallow any actual or proposed change.

(3) In the case of a change to *Identified Proponent Parties* made without consent by *The City*, *The City* may, in its sole discretion, disqualify the *Proponent* and terminate the *Proponent's* continued involvement in the *RFP Process* or allow the *Proponent* to continue under such terms and conditions as *The City*, in its sole discretion, may require.

(4) If, at any time prior to the *Effective Date*, and notwithstanding any other provision in the *RFP Documents*, a *Proponent* or *Proponent Team Member* acquires control of another *Proponent* or *Proponent Team Member* (as "control" is described in section 2(2) of the *Business Corporations Act* R.S.A. 2000, c. B-9):

- (a) the acquired *Proponent*, or acquired *Proponent Team Member* (as applicable), will be immediately disqualified from further participation in the *RFP Process*; and
- (b) *The City* will allow the acquiring *Proponent* or acquiring *Proponent Team Member* (as applicable), to continue in the *RFP Process* subject to such terms and conditions as *The City* may require.

3.6 Changes to the RFP Documents - Addenda

(1) *The City* may, in its sole discretion, amend or supplement the *RFP Documents*. *The City* will issue changes to the *RFP Documents* by *Addenda* only. No other statement including any interpretation, clarification, or response to either requests for information or inquiries, whether oral or written or made by *The City* or representative of *The City*, including the *City Contact*, will amend the *RFP Documents*. The approximate final date that *The City* will issue an *Addendum* in respect of the *RFP Documents* is set out in the *Timetable*.

(2) *The City* will issue *Addenda* by placing them on *SAP ARIBA*.

(3) *Proponents* are solely responsible to ensure that they have received all *Addenda* issued by *The City*. *Proponents* may seek confirmation of the number of *Addenda* issued under the *RFP* from the *City Contact* through *SAP ARIBA*. The *Proponent* must confirm in its *Proposal Submission Form* that it received all *Addenda* during the *RFP Process* and the *Proponent* must acknowledge that the contents of the *Addenda* form part of the *RFP Documents*.

3.7 Freedom of Information, Confidentiality and Copyright Matters

3.7.1 Freedom of Information and Protection of Privacy Act

(1) *Proponents* are advised that:

- (a) *The City* may be required to disclose the *RFP Documents* and a part or parts of any *Proposal* or any other records relating to the *RFP* pursuant to *FOIP*;
- (b) *The City* may disclose *Proposals* and other *Confidential Information* about *Proponents* to its *Advisors* engaged in connection with the *Project*, including to the *Fairness Monitor*; and
- (c) *FOIP* may provide protection for confidential and proprietary business information. *Proponents* are strongly advised to consult their own legal *Advisors* as to the appropriate way in which confidential or proprietary business information should be identified in their *Proposals*.

(2) Subject to the provisions of *FOIP*, *The City* will use reasonable commercial efforts to safeguard the confidentiality of any information identified by a *Proponent* as confidential but will not be liable in any way whatsoever to any *Proponent* or *Proponent Team Member* if such information is disclosed based on an order or decision of Alberta's Office of the Information and Privacy Commissioner or otherwise as required under *Applicable Law*.

3.7.2 Confidentiality Agreements

(1) No later than 5 *Days* after a request by *The City*, *Proponents* and *Proponent Team Members* must cause each of their employees, representatives, and *Advisors* who are in receipt of *Confidential Information*, to execute and deliver to *The City* a confidentiality agreement in a form prescribed by and with terms and conditions acceptable to *The City*, in its sole discretion.

3.7.3 Confidential Information

(1) By accepting receipt of *Confidential Information*, the *Proponent* agrees that:

(a) all *Confidential Information*:

- (i) remains the sole property of *The City* and the *Proponent* will treat it as confidential;
- (ii) will not be used by the *Proponent* for any purpose other than developing and submitting a *Proposal* in response to the *RFP Process* or the performance of any subsequent agreement with *The City* relating to the *Project*;
- (iii) will not be disclosed by the *Proponent* to any *Person* who is not involved in the *Proponent's* preparation of its *Proposal* or the performance of any subsequent

agreement with *The City* relating to the *Project*, without prior written consent of *The City*; and

- (iv) will not be used in any way that is detrimental to *The City*;
- (b) if requested by *The City*, all *Confidential Information* must be returned by the *Proponent* to *The City* no later than 10 Days after that request;
- (c) each *Proponent* will be responsible for any breach of the provisions of this Section 3.7.3. by any *Person* to whom it discloses the *Confidential Information* including, for greater clarity, the *Proponent's* employees, representatives, *Advisors* and the *Proponent Team Members* and their employees, representatives and *Advisors*;
- (d) each *Proponent* indemnifies *The City* and its councillors, consultants, employees, agents, and representatives and save each of them fully harmless from and against any and all loss, cost, damage, expense, fine, suit, claim, penalty, demand, action, obligation, and liability of any kind or nature (including, without limitation, professional fees on a full indemnity basis) suffered or incurred by any of them arising as a result of or in connection with any breach of any of the provisions of this Section 3.7.3 by the *Proponent* or by any *Person* to whom the *Proponent* has disclosed the *Confidential Information*;
- (e) if a *Proponent*, a *Proponent Team Member* or any of their respective *Advisors*, prior to or following submission of the *Proponent's Proposal*, discovers a breach of any of the confidentiality obligations set out in Sections 3.7.2 or 3.7.3, the *Proponent* will promptly disclose all information with respect to such breach to the *City Contact*;
- (f) a breach of the provisions of this Section 3.7.3 would cause *The City* to suffer loss that could not be adequately compensated by damages, and that *The City* may, in addition to any other remedy or relief, enforce any of the provisions of this Section 3.7.3 upon application to a court of competent jurisdiction for injunctive relief without proof of actual damage to *The City*;
- (g) notwithstanding anything else to the contrary in the *RFP Documents*, the provisions of this Section 3.7.3 will survive any cancellation of the *RFP Process* and the conclusion of the *RFP Process* and, for greater clarity, will be legally binding on each *Proponent*, whether or not it submits a *Proposal*.

(2) The confidentiality obligations of the *Proponent* do not apply to any information that falls within the following exceptions:

- (a) information that is lawfully in the public domain at the time of first disclosure to the *Proponent*, or which, after disclosure to the *Proponent*, becomes part of the public domain other than by a breach of the *Proponent's* confidentiality obligations or by any act or fault of the *Proponent*;
- (b) information which was in the *Proponent's* possession prior to its disclosure to the *Proponent* by *The City*, and provided that it was not acquired by the *Proponent* under an obligation of confidence; or
- (c) information which was lawfully obtained by the *Proponent* from a third party without restriction of disclosure, provided such third party was at the time of disclosure under no obligation of secrecy with respect to such information.

3.7.4 Copyright and Use of Information in Proposals

(1) The *Proponent's* rights, as set out in this *RFP* Section 3.7.4, to the *Proposal* and all *Proposal Information* submitted by the *Proponent* during the *RFP Process* will be granted to *The City* as follows:

- (a) if a *Proposal Submission Fee* is offered in accordance with *RFP* Section 5.4:
 - (i) for unsuccessful *Proponents*, upon payment of the *Proposal Submission Fee* by *The City*; and
 - (ii) for the *Successful Proponent*, upon the *Effective Date*;
- (b) if *RFP* Sections 3.7.4(1)(a) and 3.7.4(1)(b) do not apply, upon submission of the *Proposal*.

(2) *Proponents* must not use or incorporate into their *Proposals* any concepts, products or processes that are subject to copyright, patents, trademarks or other intellectual property rights of third parties unless *Proponents* have, or will procure through licensing without cost to *The City*, the right to use and employ such concepts, products and processes in and for the *Project*.

(3) All requirements, designs, documents, plans and information supplied by *The City* to the *Proponents* in connection with this *RFP* are and will remain the property of *The City*. Upon request of *The City*, all such designs, documents, plans and information (and any copies thereof in any format or medium created by or on behalf of the *Proponent*) must be returned to *The City*.

(4) The *Proponent* must grant to *The City* a non-exclusive, perpetual, irrevocable, world-wide, fully paid and royalty free license (fully assignable without the consent of the *Proponent* and with the right to sub-license without the consent of the *Proponent*) to use the *Proposal Information*. The license will include the right to modify the *Proposal Information*. Under no circumstances will the *Proponent*, except the *Successful Proponent* in relation to this *Project*, be liable to *The City* or to any other person or entity for any damages, losses, costs, expenses, claims or actions whatsoever arising from the use of the *Proposal Information* pursuant to the license.

(5) *Proponents* must ensure that all intellectual property rights associated with any and all of the *Proposal Information* (including copyright and moral rights but excluding patent rights) give *The City* the rights set out in this *RFP* Section 3.7.4. It is expressly understood and agreed that any actual or purported restriction in the future on the ability of *The City* to use any of the *Proposal Information*, or anything else obtained by or through *Proponents*, is absolutely null and void and unenforceable as against *The City* and each of *The City's Advisors*, and that the provisions of this *RFP* Section 3.7.4 take precedence and govern.

3.8 **Conflict of Interest and Ineligible Persons**

3.8.1 Conflict of Interest

(1) If a *Proponent*, a *Proponent Team Member*, or any of their respective *Advisors*, prior to or following submission of the *Proponent's Proposal*, discovers any *Conflict of Interest*, the *Proponent* must promptly disclose the *Conflict of Interest* to *The City* in a written statement to the *City Contact*. This obligation continues until the end of the *RFP Process*.

(2) *Proponents* must disclose in the *Proposal Submission Form* all *Conflicts of Interest* whether or not the *Conflict of Interest* has been disclosed to *The City* prior to the submission of *Proposals*.

(3) At the request of *The City*, the *Proponent* will provide *The City* with the *Proponent's* proposed means to mitigate and minimize to the greatest extent practicable any *Conflict of Interest*. The *Proponent* will submit any additional information to *The City* that *The City* requests from the *Proponent* because *The City*, in its sole discretion, considers the information necessary to properly assess the *Conflict of Interest*.

(4) *The City* may, in its sole discretion, exclude any *Proponent*, *Proponent Team Member*, or their *Advisors* from participating in the *RFP Process* on the grounds of *Conflict of Interest*.

(5) Without limiting the generality of Section 3.8.1, *The City* may, in its sole discretion, require the *Proponent*, *Proponent Team Member*, or their *Advisors* to substitute a new *Person* for the *Person* giving rise to the *Conflict of Interest* and the provisions of Section 3.5 will apply to such substitute.

(6) *The City* may, in its sole discretion, waive any *Conflict of Interest*. A waiver may be upon such terms and conditions as *The City*, in its sole discretion, requires to satisfy itself that the *Conflict of Interest* has been appropriately managed, mitigated, and minimized, including requiring the *Proponent* to put into place such policies, procedures, measures, and other safeguards as may be required by and be acceptable to *The City*, in its sole discretion, to manage, mitigate, and minimize the impact of such *Conflict of Interest*.

3.8.2 Ineligible Persons

(1) The *Ineligible Persons* listed in the *Information Table*, as well as their employees, former employees who have any information relating to this *Project*, *Affiliates*, and any of their subcontractors, *Advisors*, consultants, or representatives engaged in respect of this *Project*, are not eligible to participate as a *Proponent*, *Proponent Team Member* or *Key Personnel*. Further, they may not advise or assist a *Proponent* or a *Proponent Team Member* in any way in relation to the *RFP Process* or the *Project*.

(2) *The City* may, in its sole discretion, amend the *Ineligible Persons* list in the *Information Table* from time to time during the *RFP Process*.

(3) A *Proponent* may seek *The City's* permission to allow an *Ineligible Person's* *Affiliate* or former employee to participate as a *Proponent Team Member*, *Key Personnel* or *Advisor* to the *Proponent*. To request permission, a *Proponent* must submit a request for permission to the *City Contact* as early as possible that includes the following:

- (a) the full legal name of the *Ineligible Person*, plus the full legal name of the *Affiliate* or former employee that the *Proponent* wishes to include on its team or as a *Proponent Team Member*, *Key Personnel*, or *Advisor* to the *Proponent*;
- (b) details of any work that the *Ineligible Person* has carried out in relation to the *Project*;
- (c) information regarding the *Affiliate's* or former employee's relationship to the *Ineligible Person*; and
- (d) a description of the policies and procedures that will be put in place to manage or mitigate the impact of any potential *Conflict of Interest*.

(4) Upon receipt of a request pursuant to Section 3.8.2(3), *The City* will, in its sole discretion, make a determination as to whether:

- (a) it considers there to be a *Conflict of Interest*; and

(b) the *Conflict of Interest* can be managed, mitigated, or minimized.

(5) If *The City* has determined, in its sole discretion, that an *Affiliate* or former employee of an *Ineligible Person* or *The City* has a *Conflict of Interest*, the impact of which cannot be properly managed, mitigated or minimized, *The City* will add the name of the *Affiliate* or other *Person* to the *Ineligible Persons* list by *Addendum*.

(6) *The City* may, in its sole discretion, waive the ineligibility of a potentially *Ineligible Person*, an *Affiliate* or former employee on such terms and conditions as *The City*, in its sole discretion, may require.

3.9 Proponent Costs

(1) The *Proponent* and the *Proponent Team Members* will bear all costs and expenses incurred by them relating to any aspect of their participation in the *RFP Process*.

(2) Subject to Section 9.2(1), *The City* is not liable to pay any costs or expenses of any *Proponent* or to reimburse or compensate a *Proponent* under any circumstances, regardless of the outcome of the *RFP Process*.

3.10 Insurance

3.10.1 Insurance Required during the RFP Process

(1) During the *RFP Process*, the *Proponent* is required to obtain, and, where applicable, to cause all of their respective *Proponent Team Members* and other *Persons* listed in this Section 3.10.1(1) to obtain, and at all times keep and maintain in force the insurance set out in Section 3.10.1(1), whenever the *Proponent*, a *Proponent Team Member*, or any of their respective directors, officers, employees, consultants, *Advisors*, agents or representatives are present at the *Project Site*, or at any facilities or premises of *The City* for any purpose whatsoever:

(a) Commercial General Liability insurance, having an inclusive limit of not less than **\$5,000,000** for each occurrence or accident and covering all sums which the *Proponent*, a *Proponent Team Member* or any of their respective representatives may become legally obligated to pay for damages as a result of bodily injury (including death at any time resulting there from) sustained by any *Person* or *Persons* or because of damage to, destruction of, or loss of use of property caused by an occurrence or accident arising out of any operations or activities carried out in connection with the *RFP* or *RFP Process*. The policy or policies must include:

(i) Motor Vehicle Liability insurance, in the amount of \$2,000,000 per accident, for vehicles used by *Proponents* or *Proponent Team Members* (or their respective directors, officers, employees, consultants, *Advisors*, agents and representatives) while on or at the *Project Site*, or at any facilities or premises of *The City*.

(2) As a condition of allowing access to the *Project Site*, or to the facilities or premises of *The City*, *The City* may, in its sole discretion, require *Proponents* to provide a certificate of insurance acceptable to *The City* evidencing that the insurance required by Section 3.10.1(1)(a) is in place.

(3) All insurance policies required to be maintained by *Proponents* must provide that the insurance will not be cancelled, or materially changed to restrict coverage without the insurer endeavouring to give at least 30 *Days* prior written notice to *The City*.

(4) *Proponents* are responsible for all deductibles that may apply in any of the required insurance policies pursuant to this Section 3.10.

(5) By participating in the *RFP Process*, the *Proponent* confirms that *The City's* insurance requirements will not be construed to and will not, in any manner, limit or restrict the liability of the *Successful Proponent*.

3.10.2 Applicable Law and Insurance during the RFP Process

(1) As a condition of allowing access to the *Project Site*, or any facilities or premises of *The City*, *The City* may, in its sole discretion, require *Proponents* to provide evidence acceptable to *The City* that:

- (a) the *Proponent*, and its *Proponent Team Members*, if applicable, are compliant with *Applicable Law* relating to workplace safety, workers' compensation, and labour relations; and
- (b) the *Proponent*, and its *Proponent Team Members*, if applicable, have employer's liability insurance in amounts and on terms and conditions acceptable to *The City*.

Section 4 - SUBMISSION, WITHDRAWAL, AND MODIFICATION OF THE PROPOSAL

4.1 Proposal Submission

(1) Each *Proponent* must submit its *Proposal* on or before the *Submission Deadline*. For the purposes of the *RFP*, the determination of whether the *Proposal* has been submitted on or before the *Submission Deadline* will be based on the time and date recorded by *SAP ARIBA*. *Proposals* will not be accepted after the *Submission Deadline*.

(2) *Proponents* must submit *Proposals* electronically on *SAP ARIBA*. The electronic copy as submitted on *SAP ARIBA* and downloaded by *The City* will be the "Original Copy" of the *Proposal*. The receipt provided electronically by *SAP ARIBA* upon submission of a *Proposal* will indicate the date and time of submission and serve as confirmation of submission.

(3) *Proponents* should allow sufficient time to upload *Proposals* and to resolve any issues that may arise regarding the electronic submission prior to the *Submission Deadline*. Each *Proponent* is solely responsible to ensure that the *Proposal* is submitted prior to the *Submission Deadline* and that the uploaded *Proposal* is not defective, corrupted, or blank and that the submitted documents can be opened and legibly viewed by *The City*.

(4) *The City* may reject any *Proposal* where any documents contained in the *Proposal* cannot be opened or legibly viewed by *The City*. *Proposals* will not be opened publicly.

(5) As further set out in Section 6.2.1, each *Proposal* must include a duly signed *Proposal Submission Form* (Appendix B).

(6) For clarity, a "duly signed" *Proposal Submission Form* includes a *Proposal Submission Form* that is signed with a handwritten signature or, pursuant to the *Electronic Transaction Act* S.A. 2001, c.E-5.5, an *Electronic Signature*.

(7) By submitting a *Proposal Submission Form* with an *Electronic Signature*, the *Proponent* is deemed to consent to use and acceptance of such *Electronic Signature* and acknowledges that such *Electronic Signature* will have the same force and effect as a handwritten signature.

4.2 Withdrawal or Amendment of Proposals

(1) *Proponents* may amend their *Proposal* prior to the *Submission Deadline* by using the "Withdraw Bid" button on *SAP ARIBA* to withdraw their complete *Proposal*. *Proponents* may then submit

an amended *Proposal* if desired, prior to the *Submission Deadline*, by following the rules and procedures for submission.

(2) At any time throughout the *RFP Process* and prior to execution of the *Finalized Contract Letter*, a *Proponent* may withdraw its *Proposal*:

- (a) prior to the *Submission Deadline*, by using the “Withdraw Bid” button on *SAP ARIBA* to withdraw its complete *Proposal*; or,
- (b) after the *Submission Deadline*, by sending a written notice of withdrawal, signed by an authorized representative of the *Proponent*, to the *City Contact*.

4.3 Entities Permitted to Submit Proposals

(1) If an *RFPQ Process* preceded this *RFP Process*, subject to Section 3.5, only the *Prequalified Parties* are eligible to participate in this *RFP Process*.

(2) If there was no prequalification process and the *RFP Process* is open to all *Proponents*, a *Proposal* may be submitted by:

- (a) a single legal entity; or
- (b) a *Proponent Team* through the *Lead Proponent*.

(3) Each *Proponent Team* must submit, as part of its *Proposal*, a *Proponent Team Declaration* in the form set out in Appendix D.

(4) If an agreement is executed between *The City* and a *Proponent Team*, *The City* may, in its sole discretion, require parent companies of the entities forming the *Proponent Team* to be parties to the agreement or jointly and severally guarantee the obligations of the *Proponent Team*.

Section 5 - PROPOSAL FORM AND CONTENT REQUIREMENTS

5.1 Format and Content of the Proposal

(1) *Proponents* will submit *Proposals* in accordance with the requirements and instructions set out in Appendices B to D, and Appendices F and G to the *RFP* and in accordance with the *Timetable*. *Proposals* must be submitted in English.

(2) *Proponents* must submit *Proposals* as follows:

- (a) Part A – *Proposal Submission Form* (Appendix B), *Proponent Team Declaration Form* (Appendix D) (where applicable), and *Reference Form* (Appendix F) (where applicable) completed according to the instructions contained in each form, and, where applicable, signed by an authorized representative of the *Proponent*;
- (b) Part B - *Technical Submission* consisting of:
 - (i) the *Technical Submission Information*; and
 - (ii) any additional information set out in the *Information Table*;
- (c) Part C – *Financial Submission* consisting of:

- (i) the *Price Submission Form* (Appendix C – Parts A and B);
 - (ii) the *Financial Submission Information*, if applicable;
 - (iii) the *Consent of Surety* or acceptable alternative, in accordance with Section 5.3(1); and
 - (iv) any additional information set out in the *Information Table*.
- (d) Prices set out in the Price Submission Form (Appendix C) must be inclusive of all applicable duties and taxes except GST which should be itemized separately where indicated. Prices submitted by *Proponents* should be in Canadian Dollars. Prices submitted in another currency will be converted to Canadian Dollars for the purposes of evaluation using the applicable Bank of Canada exchange closing rates on *Submission Deadline*.

5.2 Investigation by the Proponent

(1) *Proponents* are solely responsible for carefully examining all of the *RFP Documents*, and any maps, plans, drawings, and data referred to in the *RFP Documents* and are solely responsible for carefully examining the *Project Site*, the premises adjacent thereto and the access to the *Project Site*. Failure by a *Proponent* to do so will not be accepted as a basis for changes to the *Work* or extensions to any deadlines under the *Agreement*.

(2) *Proponents* will carry out all investigations necessary to inform themselves thoroughly as to the character and magnitude of the *Work*, the facilities for delivering, placing, and operating the necessary machinery and equipment and for delivering and handling products and equipment at the *Project Site*.

(3) *Proponents* will be responsible for informing themselves as to the conditions that may prevail at the location of the *Work* and work being carried out on nearby or adjacent locations that may affect the *Work*.

5.3 Consent of Surety

(1) Each *Proponent* must provide as part of its *Financial Submission* a *Consent of Surety* in the amount set out in the *Information Table* and on the form set out in Appendix E, or in a form containing identical or more stringent obligations on the part of the surety company and the *Proponent*, executed under seal by a surety company satisfactory to *The City* and allowed by the laws of Alberta to issue bonds in Alberta. In lieu of a *Consent of Surety*, *The City* may, in its sole discretion, accept from a financial institution acceptable to *The City* one of the following:

- (a) a bank draft, certified cheque, irrevocable letter of credit, or guarantee, along with any additional documentation *The City* may require; or
- (b) a letter that a bank draft, certified cheque, irrevocable letter of credit, or guarantee will be provided upon the request of *The City*.

(2) Failure by a *Proponent* to provide additional required documentation in accordance with Section 5.3(1) may result in *The City*, in its sole discretion, electing to discontinue consideration of the *Proponent's Proposal* in the *RFP Process*.

5.4 Proposal Submission Fee

(1) If *The City* specifies in the *Information Table* that it is offering a *Proposal Submission Fee* for this *Project*, the *Proposal Submission Fee* plus any applicable taxes will be paid to each *Proponent* other than the *Proponent* that executes the *Agreement* with *The City*, subject to the following conditions:

- (a) a *Proponent* must submit a properly completed *Proposal* for the *Proponent* to be eligible for the *Proposal Submission Fee*, provided that *The City* will determine whether a *Proposal* is properly completed based on factors that include whether the *Proposal* is compliant with this *RFP*, and the *Technical Submission* meets the *Minimum Technical Score* (if required), and any required *Financial Submission* has been submitted.
- (b) a *Proponent* must not withdraw from this *RFP Process*; and
- (c) *The City* and a *Proponent* have executed the *Agreement*.

(2) The amount of the *Proposal Submission Fee* that will be paid to each eligible *Proponent* in accordance with *RFP* Section 5.4(1) is set out in the *Information Table*.

(3) Payment of a *Proposal Submission Fee* will represent full and final satisfaction of any obligation or liability of *The City* to the *Proponent* in connection with this *RFP*, and *The City's* obligation to pay the *Proposal Submission Fee* will be contingent on the receipt of a waiver from the *Proponent* to that effect which is in a form satisfactory to *The City*.

Section 6 - EVALUATION, CLARIFICATION AND VERIFICATION OF PROPOSALS

6.1 Evaluation Committee and Advisors

(1) *The City* will establish an *Evaluation Committee*. *The City*, in its sole discretion, will determine the size, structure, and composition of the *Evaluation Committee*. The *Evaluation Committee* may be assisted by and receive advice from any of *The City's* *Advisors*, and any other employees or representatives of *The City* in any manner determined necessary or desirable by *The City*.

(2) If a member of the *Evaluation Committee* becomes unable to continue serving on the *Evaluation Committee* before the completion of a step in the evaluation process, the evaluation comments and scores of that individual, in respect of the uncompleted steps in the evaluation process only, will be ignored. Whether or not an *Evaluation Committee* member, in these circumstances, is replaced is in the sole discretion of *The City*.

6.2 Steps in the Evaluation Process

6.2.1 Step 1 – Review of Proposal Contents

(1) *The City* will review each *Proposal* and will determine whether it complies with the submission requirements set out in Section 5.1.

(2) *Proponents* will be given an opportunity to rectify failures to properly deliver, and if applicable, execute, the following documents:

- (i) Proposal Submission Form (Appendix B);

- (ii) Proponent Team Declaration (Appendix D) (where applicable);
- (iii) Reference Form (Appendix F) (where applicable); and
- (iv) *Consent of Surety* or alternate form of security as required in Section 5.3(1).

(3) With respect to the Pricing Submission Form (Appendix C), rectification will be permitted and limited to the calculation of GST (where applicable), and where *The City*, in its sole discretion, determines a mathematical error exists on any unit pricing or cumulative pricing provided by the *Proponent* or where *The City* determines a transcription error exists.

(4) The *Rectification Period* will begin to run from the date and time that *The City* issues its rectification notice to the *Proponent*.

(5) At the end of the *Rectification Period*, *Proponents* that have failed to rectify deficiencies in accordance with Section 6.2.1(2) and (3) to the satisfaction of *The City* will be excluded from further consideration in the *RFP Process*. For clarity, other than rectification opportunities referred to in Section 6.2.1(2) and (3), *Proponents* will not be provided with any other opportunity to rectify deficiencies in their *Proposals*.

6.2.2 Step 2 – Review of the Proposal Submission Forms

- (1) *The City* will review the Proposal Submission Form (Appendix B) to:
 - (a) ensure that there have been no changes to the *Prequalified Parties* from any *Prequalification Submissions*, and apply the provisions of Section 3.5; and
 - (b) assess the *Conflict of Interest* and *Confidential Information* section of the *Proposal Submission Form* and apply the provisions of Section 3.8.
- (2) *The City* may:
 - (a) require a *Proponent* to clarify or verify the contents of its *Proposal* or any statement made by the *Proponent*;
 - (b) require a *Proponent* to submit supplementary documentation clarifying or verifying any matters contained in its *Proposal*; and
 - (c) seek a *Proponent's* acknowledgement of *The City's* interpretation of the *Proposal* or any part of the *Proposal*.

(3) *The City* is not obliged to seek clarification or verification of any aspect of a *Proposal* or any statement by a *Proponent*, including an ambiguity in a *Proposal* or in a statement made by a *Proponent*.

(4) Any written information received by *The City* from a *Proponent* pursuant to a request for clarification or verification from *The City* as part of the *RFP Process* may, in *The City's* sole discretion, be considered part of the applicable *Proposal*.

6.2.3 Step 3 – Review and Scoring of the Technical Submission

(1) The *Evaluation Committee* will evaluate and score the *Technical Submission* using the evaluation criteria set out in Part 1 and Part 2 of *RFP Appendix G* in order to establish a *Technical Submission* score ("**Technical Submission Score**"). If a *Proponent* must receive a *Minimum Technical Submission Score* it will be set out in the *Information Table*.

6.2.4 Step 4 – Review and Scoring of the Financial Submission

(1) The *Evaluation Committee* will evaluate and score the *Financial Submission* in accordance with the evaluation process and evaluation criteria set out in Part 1 and Part 3 of *RFP Appendix G* and *RFP Appendix C*, as applicable, in order to establish a *Financial Submission* score (“**Financial Submission Score**”). For clarity, if a *Minimum Technical Score* is applicable to the *RFP Process*, *The City* will only evaluate and score the *Financial Submissions* of *Proponents* that have achieved the *Minimum Technical Score*.

6.2.5 Step 5 – Establishing a Final Proposal Score

(1) The *Evaluation Committee* will apply the weightings set out in the *Information Table* to the *Technical Submission Score* and *Financial Submission Score* in order to establish a final *Proposal* score.

6.2.6 Step 6 – Final Ranking of the Proponents

(1) The *Evaluation Committee* will rank the *Proponents* based on the final *Proposal* score.

(2) In the event of a tie in the final *Proposal* score between two *Proponents*, *The City* may, in its sole discretion, give the higher ranking to the *Proponent* with the higher *Financial Submission Score*.

Section 7 - GENERAL EVALUATION AND DISQUALIFICATION PROVISIONS

7.1 **Determining Compliance, Scoring and Ranking**

(1) *The City* will, in its sole discretion, determine:

- (a) whether a *Proposal* has complied with the submission requirements;
- (b) the rankings of the *Proposals*; and
- (c) whether a *Proposal* or a *Proponent*:
 - (i) is disqualified; or
 - (ii) will cease to be considered in the evaluation process.

(2) *The City's* discretion in determining compliance, scores, and ranking, as well as disqualification of the *Proponents*, or *Proposals* is not limited or restricted in any way by the fact that a prequalification process preceded the *RFP Process*.

(3) *The City* has the right, at any time and in its sole discretion, to consider in the evaluation of the *Proposals* or in the exercise of any of *The City's* rights under the *RFP*:

- (a) any instances of poor performance by a *Proponent* or a *Proponent Team Member* that *The City* has experienced; and/or
- (b) any publicly available information about a *Proponent* or a *Proponent Team Member* that is, in *The City's* sole discretion, considered credible information.

7.2 Disqualification

(1) *The City* may, in its sole discretion, disqualify a *Proponent*, a *Proponent Team Member*, or a *Proposal*, or reverse its decision to identify a *Proponent* as a *Negotiations Proponent* or the *Successful Proponent*, as the case may be, at any time prior to the *Effective Date* if:

- (a) the *Proposal* is determined to be non-compliant pursuant to section 6.2.1;
- (b) the *Proponent* fails to cooperate in any attempt by *The City* to clarify or verify any information provided by the *Proponent* in its *Proposal* pursuant to section 6.2.2(2);
- (c) the *Proponent* contravenes Sections 3.3.2 or 3.3.3;
- (d) the *Proponent* fails to comply with *Applicable Law*;
- (e) the *Proposal* contains false or misleading information or a misrepresentation;
- (f) the *Proposal*, in the opinion of *The City*, reveals a material *Conflict of Interest* for which the *Proponent*, in accordance with Section 3.8:
 - (i) does not receive a waiver or consent from *The City*; or
 - (ii) fails to substitute the *Person* giving rise to the *Conflict of Interest*;
- (g) in the opinion of *The City*, acting reasonably, the *Proponent* or a *Proponent Team Member* or any of their respective representatives breached Section 3.3.4;
- (h) the *Proponent* or *Proponent Team Member* has committed a material breach of:
 - (i) any existing agreement between the *Proponent* and *The City*, even though *The City* may not have terminated the agreement as a result of the material breach; or,
 - (ii) any other provision of the *RFP*;
- (i) *The City's* "Procurement Policy for a Party with a Dispute with The City" (FA-056 (A)) applies to the *Proponent* or a *Proponent Team Member*;
- (j) a *Proponent* or any *Proponent Team Member* or any director or officer of either a *Proponent* or *Proponent Team Member* has been convicted of an offence in connection with any goods and/or services rendered to *The City*;
- (k) there are any convictions related to inappropriate bidding practices or unethical behaviour by a *Proponent* or a *Proponent Team Member* or any of their *Affiliates* or any director or officer of a either a *Proponent* or *Proponent Team Member* in relation to a public or broader public sector tender or procurement in any jurisdiction;
- (l) the *Proposal*, in the opinion of *The City*, contains unsustainable pricing; or
- (m) in the 12 months prior to the *Submission Deadline*, *The City* became aware that the *Proponent* or *Proponent Team Member* failed to disclose an actual *Conflict of Interest* in the past or current procurement issued by *The City*, unless the *Proponent* has demonstrated to the satisfaction of *The City* that the *Proponent* has implemented measures to prevent future false or omitted disclosure of actual *Conflicts of Interests*; or

- (n) in the 12 months prior to the *Submission Deadline*, *The City* has taken action under section 12.4 of the *Standard General Conditions*.

Section 8 - NEGOTIATIONS PROPONENT, SUCCESSFUL PROPONENT, AGREEMENT SUBMISSION AND EXECUTION

8.1 Identification of the Negotiations Proponent & Finalization of the Sample Contract Letter

(1) *The City* will determine the *First Negotiations Proponent* in accordance with the ranking established pursuant to Section 6.2.6. *The City* will notify the *First Negotiations Proponent* that it has been selected to enter into negotiations with *The City*. Following such notice, *The City* will make arrangements to commence negotiations with the *First Negotiations Proponent*. *The City* intends to conclude negotiations with the *First Negotiations Proponent* within 30 Days commencing from the date on which *The City* notified the *First Negotiations Proponent* pursuant to this Section 8.1(1). The *First Negotiations Proponent* should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

(2) If *The City* determines that it is unable to enter into an agreement with the *First Negotiations Proponent* within 30 Days commencing from the date on which *The City* notified the *First Negotiations Proponent* pursuant to Section 8.1(1), *The City* may, in its sole discretion, discontinue negotiations with the *First Negotiations Proponent* and *The City* may repeat the process set out in Section 8.1(1) with the next highest-ranked *Proponent*, in the order in which the *Proponents* are ranked pursuant to RFP Section 6.2.6, until:

- (a) *The City* has executed the *Finalized Contract Letter* with the *Successful Proponent*;
- (b) there are no more *Proponents* remaining that are eligible for negotiations; or
- (c) *The City* elects to cancel the *RFP Process*.

(3) *The City* and the *Negotiations Proponent(s)* may withdraw from negotiations at any time. The *Sample Contract Letter* will be the basis for negotiations.

(4) Notwithstanding anything else to the contrary in the *RFP Documents*:

- (a) *The City* may, in its sole discretion, enter into negotiations with one or more *Negotiations Proponent* concurrently for the purposes of finalizing the agreement; and
- (b) if *The City*, in its sole discretion, is of the opinion that a *Proponent* has submitted a price that is too low to be sustainable and to ensure the delivery of the services and completion of *Work* in accordance with the *Sample Contract Letter*, *The City* may decline to select that *Proponent* to be a *Negotiations Proponent*.

(5) Subject to Section 8.1(1), *The City* will determine whether to enter into an agreement with a *Negotiations Proponent* based on the best overall value, capabilities and availability of the *Negotiations Proponent*.

(6) *The City* reserves the right in its sole discretion to sub-divide and/or bundle the services that are the subject of the *RFP* and award one or any number of separate contracts for the services.

(7) The negotiations conducted in accordance with this Section 8.1:

- (a) will not constitute a legally binding offer to enter into a contract on the part of *The City* or any *Proponent*; and

- (b) may include requests by *The City* for information from the *Negotiations Proponent* to verify, clarify or supplement the information provided in the *Negotiations Proponent's Proposal* or to confirm the conclusions reached in the evaluation, and may include requests by *The City* for an improved *Proposal* from the *Negotiations Proponent*.

8.2 Successful Proponent and Execution and Submission of Finalized Contract Letter and Documents

(1) The *Finalized Contract Letter*, once executed, will form the agreement between the *Successful Proponent* and *The City*.

(2) The *Successful Proponent* must submit to *The City* the *Finalized Contract Letter* signed by the person legally authorized to bind the *Successful Proponent*.

(3) The *Successful Proponent* will be required to provide to *The City* further documentation as set out in the *Finalized Contract Letter*, particularly Schedule 1 - Standard General Conditions.

(4) *The City*, in its sole discretion, may require the *Successful Proponent* to authorize *The City* to conduct a credit check. In the event, that *The City*, acting reasonably, determines that the *Successful Proponent* does not meet *The City's* standard for credit worthiness, *The City* may decline to sign the *Finalized Contract Letter*.

Section 9 - LEGAL MATTERS AND RIGHTS OF THE CITY

9.1 RFP Not a "Bidding Contract" or a Tender

(1) Notwithstanding any other provision of the *RFP*, the *RFP* is not a tender and is not an offer to enter into either a bidding contract (commonly referred to as "Contract A") or a contract to provide the services (commonly referred to as "Contract B"). Except as provided in Section 3.7 and Section 9.2, neither the *RFP* nor the submission of a *Proposal* by a *Proponent* will create any legal or contractual rights or obligations whatsoever for or on any of the *Proponent* or *The City*, as applicable. Except as provided in Section 3.7 and Section 9.2, no legal relationship or obligation of any kind whatsoever will be created between a *Proponent* and *The City* until the successful negotiation and execution of the *Finalized Contract Letter*.

(2) Without limiting the generality of Section 9.1(1), the following principles apply to the *RFP Process*:

- (a) *The City* may, in its sole discretion, change or discontinue the *RFP Process* at any time whatsoever;
- (b) *The City* may, in its sole discretion, decline to evaluate any *Proposal* that, in its sole discretion, is incomplete, obscure or does not contain sufficient information to carry out a reasonable evaluation;
- (c) *The City* may, in its sole discretion, enter into negotiations with any *Proponent, Person* or *Persons* with respect to the *Work* that is the subject of the *RFP*;
- (d) While a *Proponent* will likely be evaluated more favourably if its *Proposal* is in the format set out in Part 1 of Appendix G to the *RFP* and meets the requirements of the *RFP*, a *Proponent* is not obligated to comply with Part 1 of Appendix G to the *RFP* in order to have its *Proposal* evaluated by *The City*.

For clarity, this principle applies whether or not the expressions "must" or "shall" are used to describe what is required of the *Proponents*;

- (e) *The City* may, in its sole discretion, request any supplementary information whatsoever from a *Proponent* after the *Submission Deadline*, including information that the *Proponent* could or should have submitted prior to the *Submission Deadline*, as applicable, (provided however, that *The City* is not obliged in any way whatsoever to request supplementary information from a *Proponent*);
- (f) while the pricing information provided is subject to the non-binding nature of the *RFP Process*, such information will be assessed during the evaluation of *Proposals* and accordingly, misleading or incomplete information, including withdrawn or altered pricing during contract negotiations, could adversely impact any such evaluation or negotiations and result in the cessation of negotiations with that *Proponent*; and
- (g) *The City* may, in its sole discretion and at any time during the *RFP Process*:
 - (ii) reject any or all of the *Proposals*;
 - (iii) accept any *Proposal*;
 - (iv) if only one *Proposal* is received, either elect to reject it or to enter into negotiations with the applicable *Proponent*;
 - (v) elect to discontinue the *RFP Process* at any time before the end of the *RFP Process*, including after the identification of a *Successful Proponent* but before the *Effective Date*;
 - (vi) elect not to proceed with the *RFP*;
 - (vii) alter the *Timetable*;
 - (viii) change the *RFP Process* or any other aspect of the *RFP Documents*; and
 - (ix) cancel the *RFP Process* and subsequently conduct another competitive process for the same services or *Work* that are the subject matter of the *RFP* or subsequently enter into negotiations with any *Person* with respect to the services or *Work* that are the subject matter of the *RFP*.

(3) For clarity, Sections 9.1(1) and 9.1(2) are not intended to limit the rights of *The City* or the *Proponents* to conduct themselves in accordance with the common law governing direct commercial negotiations in effect in accordance with the *Applicable Law*.

9.2 Limit on Liability

(1) Notwithstanding that, in accordance with *RFP* Section 9.1(1), the *RFP* is not a tender and is not intended to create "Contract A", each *Proponent* and all other *Persons* participating in the *RFP Process* agree that by participating if *The City* is found liable, in any way whatsoever, for any act or omission

in respect of the *RFP Process*, the total liability of *The City* to any *Proponent*, *Proponent Team Member*, or any other *Person* participating in the *RFP Process*, and the aggregate amount of damages recoverable against *The City* for any matter relating to or arising from any act or omission, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of *The City* will be the lesser of either the *Proposal* preparation costs that the *Proponent* seeking damages from *The City* can demonstrate, or the amount set out in the *Information Table*.

9.3 The City's Liability for Proponent's Costs

9.3.1 General

(1) *The City* will not be liable for any expense, cost, loss, or damage incurred or suffered by any *Proponent*, any *Proponent Team Member*, any representative or any *Person* connected with any one of them, as a result of any action taken by *The City* in accordance with Section 9.1.

9.4 Applicable Law and Attornment

(1) The *RFP* and the *Agreement* will be governed and construed in accordance with *Applicable Law*.

(2) By participating in the *RFP Process*, the *Proponent* agrees that:

- (a) any action or proceeding relating to the *RFP Process* must be brought in any court of competent jurisdiction in Alberta and for that purpose the *Proponent* irrevocably and unconditionally attorns and submits to the jurisdiction of that Alberta court;
- (b) it irrevocably waives any right to and will not oppose any Alberta action or proceeding relating to the *RFP Process* on any jurisdictional basis, including *forum non conveniens*; and
- (c) it will not oppose the enforcement against it, in any other jurisdiction, of any judgment or order duly obtained from an Alberta court as contemplated by this Section 9.4.

9.5 Licenses, Permits, etc.

(1) If a *Proponent* is required by *Applicable Law* to hold or obtain a licence, permit, consent, or authorization to carry on an activity contemplated in its *Proposal* or in the *Sample Contract Letter* (including the schedules attached), neither acceptance of the *Proposal* nor execution of the *Finalized Contract Letter* by *The City* will be considered to be approval by *The City* of carrying on such activity without the requisite licence, permit, consent, or authorization and the *Proponent* will not undertake or perform any activity until it has obtained all licenses, permits, consents, or authorizations required under *Applicable Law* or the *Agreement*.

9.6 Power of Municipal Council of The City

(1) *Proponents* are advised that no provision of the *RFP* (including a provision stating the intention of *The City*) is intended to operate, nor will any such provision have the effect of operating, in any way, so as to interfere with or otherwise fetter the discretion of *City Council* in the exercise of its statutory powers.

9.7 Trade Agreements

(1) Where the *RFP Process* falls within the scope of applicable trade agreements, it is subject to those trade agreements.

Section 10 - NOTIFICATION AND DEBRIEFING

- (1) *The City* will formally notify:
 - (a) at any time after the *Negotiations Proponent(s)* have been identified, the *Proponent(s)* who were not selected as *Negotiations Proponent(s)* that they were not successful in the *RFP Process*; and
 - (b) the *Successful Proponent* and the unsuccessful *Negotiations Proponent(s)*, if any, as to their success or failure in the *RFP Process*.
- (2) Following the *Effective Date*, at the request of an unsuccessful *Proponent*, *The City* may provide it with a debriefing.

(“**Contractor**”)

Attention:

RE: [RFP # and TITLE OF PROJECT]

(1) *The City* is pleased to provide the *Contractor* with this letter of acceptance (“**Contract Letter**”) of the *Contractor’s Proposal* to provide the *Work and Services*.

(2) The purpose of this *Contract Letter* is to summarize the terms and conditions between *The City* and the *Contractor*, and to clarify that the contract for the *Work and Services* is comprised of the following documents, set out in the following order of precedence:

Contract Letter;

Addenda:

Addenda Number	Date

Schedules to the *Contract Letter* as follows:

- (i) Schedule 3 – Special Conditions
- (ii) Schedule 2 – Delivery Method Requirements - Design-Build
- (iii) Schedule 1 – Standard General Conditions;

- (iv) Schedule 4 – Proposed Project Schedule;
- (v) Schedule 5 – Technical Specifications:
 - Schedule 5A – Technical Specifications – Part I; and
 - Schedule 5B – Technical Specifications – Part II (to be incorporated into the *Agreement* in accordance with Schedule 2, subsection 2.2(2));
- (vi) Schedule 6 – Contractor’s Proposal.

Notwithstanding the order of the precedence of documents set out in this Section (2), if there exists any conflict or inconsistency between any requirements specified in “Schedule 3 – Special Conditions - Part B – Standard Specifications, Guidelines, and Requirements” and the requirements specified in “Schedule 5 – Technical Specifications”, the requirements specified in “Schedule 5 – Technical Specifications” shall prevail in respect of the conflict or inconsistency for the purposes of this *Agreement*.

(3) Unless otherwise set out in the *Contract Letter*, capitalized words and phrases used will have the same meanings as are ascribed to them in Schedules 1 to 6. When the words “will”, “must” or “shall” are used in the *Contract Letter*, they will be construed and interpreted as synonymous.

(4) The *Effective Date* of the *Contract Letter* is the date of signing by *The City*.

(5)

(6) The *Key Personnel* for this *Project* are:

Key Personnel	
Position Title	Name
<i>Contractor’s Designate</i>	
<i>Sub-Consultant</i>	
Value Management Specialist (if required)	
Other	
Other	
Other	

(7) The *Contractor* will provide the following *Performance Security* to *The City* (*Performance Security* amounts include *GST*):

Performance Bond (amount should be equal to 50% of the amount identified in Section “10” below and may be subject to amendment when the <i>Project Price</i> is finally determined)	\$
Labour and Material Payment Bond (amount should be equal to 50% of the amount identified in Section “10” below and may be subject to amendment when the <i>Project Price</i> is finally determined)	\$

NOTE: Any other performance security required or approved by The City (Risk Management) will be listed here, e.g. Letter of Credit, other bonds, or insurance.

(8) The *Contractor* will commence the performance of the *Design Services* immediately following issuance of the *Notice to Proceed* and will diligently and continuously proceed with the performance of the *Design Services* and *Construction Services* in accordance with the *Contract Letter*, as may be amended by agreement of *The City*.

(9) The *Prime Contractor for Safety* is **insert either: the *Contractor*. [or] *The City*.

(10) Subject to Section 11 below, *The City* will pay the *Contractor* for performance of all *Work* in accordance with the *Agreement* as follows:

<input type="checkbox"/> OPTION A: PROJECT PRICE	Project Price (includes cost of all <i>Work</i> , as defined in Schedule 2)	\$
	GST	\$
	TOTAL	\$
<input type="checkbox"/> OPTION B: PROJECT BUDGET Costs of <i>Design Services</i> (included in the specified <i>Project Budget</i> amount) *In the event of termination of the <i>Agreement</i> in accordance with Schedule 2, Article 7, payment for <i>Design Services</i> will be in accordance with the <i>Design Stage</i> identified in the <i>Special Conditions</i> for determining the <i>Project Price</i> , and in the amount payable for such <i>Design Stage</i> as set out in Appendix C – Price Submission Form, OPTION B, PART B-1 and PART B-2, of the <i>Contractor’s Proposal</i> .	Project Budget (includes cost of all <i>Work</i> , as defined in Schedule 2)	\$
	GST	\$
	TOTAL	\$
	Design Stage 1 (incl GST)	\$
	Design Stage 2 (incl GST)	\$
	Design Stage 3 (incl GST)	\$
	Permits, Licenses and Approvals, Contractor Commissioning, Warranty Work for Design Services (incl GST)	\$
	TOTAL cost of Design Services (including GST)	\$

(11) The *Procurement Documents* may have specified a *Project Budget*. When the *Project Price* has been finally determined in accordance with Section 6.1 of Schedule 2, the *Parties* agree to amend this *Contract Letter* to insert the final *Project Price* and any related amendments to bonding or insurance requirements as required in paragraph “7” above. Notwithstanding Section 22.8 of the Schedule 1 - *Standard General Conditions*, failure to formally amend this *Contract Letter* does not relieve any *Party* from adhering to the finally determined *Project Price* and any related required amendments if the *Project Price* has been agreed to in writing.

(12) This *Contract Letter* may be executed and scanned and delivered by electronic transmission, and when so executed and delivered to *The City*, will be deemed an original.

(13) Any notice, consent, approval, determination, demand or other communication required or permitted to be given or made under this *Contract Letter* (“**Notice**”) by either party must be in writing and must be:

- delivered in person on a *Business Day*;
- sent by prepaid courier service; or
- sent by electronic transmission (email) during a *Business Day*,

to the following respective addresses:

If to The City:	If to the Contractor:
Manager, Supply Management:	***Insert from Appendix A
The City of Calgary, Supply Management 2 nd Flr, Building U, 677 25 Avenue SE Calgary, Alberta T2G 4K8 Email: SupplyManagementGeneral@calgary.ca	
City Representative:	
Design Professional:	
Pursuant to SGC 22.1(1) for dispute resolution purposes:	
Supervisor:	Senior Representative:
Name and Contact Information of Supervisor*	
Manager:	

(14) Each *Notice* sent will be deemed to have been received:

on the day it was delivered if delivered in person or by prepaid courier service; or

on the day it was sent by email or at the start of business on the first *Business Day* thereafter if the day on which it was sent by email is not a *Business Day*.

(15) Either party may, from time to time, change its address for receiving any *Notices* by giving *Notice* to the other party as set out in the *Contract Letter*.

Approved	
As to Content	
Business Unit Initials	

THE CITY OF CALGARY SUPPLY MANAGEMENT	
Per: _____	Per: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
<i>I have the authority to bind The City.</i>	<i>I have the authority to bind the Contractor.</i>

SCHEDULE 2
DELIVERY METHOD REQUIREMENTS: DESIGN-BUILD

ARTICLE 1:
DEFINITIONS

1.1 Definitions

Unless otherwise defined below or within this Schedule 2, capitalized and italicized terms will have the meanings set out in Schedule 1 - SGCs. If a capitalized term is defined in both Schedule 1 - SGCs and this Schedule 2, the definition in this Schedule 2 will apply throughout the *Agreement*. Section 1.2 of Schedule 1 - SGCs applies uniformly to all defined terms in Schedule 1 - SGCs and this Schedule 2.

- (1) **Additional Design Services** means the services described in Section 4.5 of this Schedule 2.
- (2) **Advisor** means any *Person* retained to provide professional advice to *The City*.
- (3) **Background Information** means all drawings, reports (including any environmental reports, geotechnical reports and other reports referred to in the *Technical Specifications - Part I*), studies, data, documents, or other information relating to the *Project* given or made available to the *Contractor*, or which was obtained by the *Contractor* from or through any other sources, prior to the *Effective Date* of the *Agreement*.
- (4) **City Commissioning** means the commissioning activities to be carried out by *The City* in accordance with the final *Commissioning Protocol*.
- (5) **Commissioning Protocol** means the protocol for carrying out all commissioning tests described in the *Technical Specifications – Part II*, any *Performance Tests*, and any other testing required by *Applicable Law*, *Authority Requirements*, and applicable *Industry Standards*.
- (6) **Contractor Commissioning** means all commissioning activities to be carried out by the *Contractor* in relation to establishing and carrying out the *Commissioning Protocol*.
- (7) **Contractor's Designate** has the meaning given in Section 4.1(2) of this Schedule 2.
- (8) **Contractor Drawings** means *Drawings* prepared by the *Contractor* in performance of the *Design Services* for the *Project*, including *Authenticated IFC Drawings* and *Final Documents*.
- (9) **Construction Latent Defect** has the meaning given in Section 11.1(4)(a) of this Schedule 2.
- (10) **Construction Services** means the implementation and execution of all construction work for the *Project* as required by the *Agreement*, including:
 - (a) all services and work of the *Contractor's Key Personnel*, *Subcontractors*, *Sub-Subcontractors*, and all other labourers, tradespeople, consultants, and employees that implement, supervise, perform or administer the construction work;
 - (b) the supply of *Materials* and their incorporation into the *Project*;
 - (c) the supply of *Construction Equipment*;
 - (d) all *Warranty Work* related to *Construction Services*; and
 - (e) anything ancillary to (a) through to (d) above that is required for the proper and complete performance of the *Contractor's* obligations under the *Agreement*.

- (11) **Deficiency** means a failure of any part of the *Work* to meet the requirements of the *Agreement* and includes any one or more of the following:
- (a) a defect or deficiency in the *Work* caused by design defects;
 - (b) errors and omissions in the *Design Data*;
 - (c) a defect or deficiency in the *Work* caused by defective workmanship or performance; and
 - (d) defective *Materials* incorporated into the *Work*.
- (12) **Design Data** means the *Contractor's Drawings*, design reports, *Estimated Construction Cost* reports, calculations, estimates, design schedules and proposed construction schedules, construction specifications, and all other data prepared by the *Contractor* in relation to the *Work*.
- (13) **Design Services** includes all of the following work, as applicable under the *Agreement*:
- (a) the performance of administrative services and *Sub-Consultants'* services to properly prepare all *Design Data* during all *Design Stages* and, if required, during performance of the *Construction Services*;
 - (b) redesign or additional design necessitated by errors or omissions in the *Design Data*;
 - (c) all of the following concerning *Design Workshops* and any *Value Management Workshops*:
 - i. the *Contractor's* provision of a value management specialist and assistant (if required);
 - ii. the *Contractor's* provision of a cost consultant;
 - iii. attendance at all workshops,
 - iv. taking of minutes and distribution of minutes and any related reports, and
 - v. scheduling;
 - (d) all preparation of *Submittals* for the *Review Procedure* and all additional *Work* carried out in relation to the *Review Procedure*;
 - (e) all preparation of detailed *Estimated Construction Cost* reports that confirm compliance or identify variances with a *Project Budget* (if a *Project Budget* is specified by *The City* in the *Procurement Documents*);
 - (f) estimates of phasing and scheduling for the *Construction Services* prepared in conjunction with each *Design Stage*, including a proposed *Project Schedule*;
 - (g) the obtaining of all related and required *Permits, Licenses and Approvals* that comply with the requirements of all *Applicable Law* and *Authority Requirements*;
 - (h) *Contractor Commissioning*; and
 - (i) all *Warranty Work* related to *Design Services*.
- (14) **Design Stage** or **Design Stages** means a stage or the stages of the *Design Services* for the *Project*, or a stage or the stages of the *Design Services* for each component of the *Project* if the *Project* is comprised of multiple components, as specified and described in the *Special Conditions*.
- (15) **Design Workshop** means a workshop held to obtain input from *The City* and its *Advisors* in the preparation of, and prior to submitting, the *Submittals* required for each of the *Design Stages* in accordance with the *Review Procedure*.

- (16) **Estimated Construction Cost or ECC** means the total cost of all elements of the *Construction Services* for the *Project*, including all alternates, allowances, and contingencies, designed and specified by the *Contractor*. The *ECC* includes a reasonable allowance for *Overhead Costs* and profit and price escalation, *Total Labour Costs*, *Materials Costs* and *Construction Equipment Costs* specified and provided by the *Contractor*. The *ECC* does not include any costs related to *Design Services*, or any costs related to the purchase of land, or any costs that are the responsibility of *The City* under the *Agreement*.
- (17) **Industry Standard** means, at the applicable time, the generally accepted standards, practices, methods, and procedures applicable to *Good Industry Practice*.
- (18) **Non-Compliance Submission** has the meaning given in Section 1.4(2) of Schedule 2-A – *Review Procedure*.
- (19) **Review Procedure** means the procedure set out in Schedule 2-A attached to this Schedule 2.
- (20) **Sub-Consultant** means the *Contractor's Design Professional*, or other professional *Person* licensed to practice in *Alberta* that is retained by the *Contractor* and includes the *Sub-Consultant's* authorized representative.
- (21) **Submittal or Submittals** means all the following documentation required to be submitted by the *Contractor* during the *Review Procedure* as specified in Subsection 4.2(5) of this Schedule 2, and includes the following:
- (a) all *Design Data* for each *Design Stage*, the *Contractor's* management systems and *Work Plans*, including a *Quality Management Plan*, and any documentation relating to a proposed *Project Schedule*;
 - (b) *Permits, Licenses and Approvals*; and
 - (c) any other documentation required or requested by *The City*.
- (22) **Technical Specifications** means both *Technical Specifications – Part I* and *Technical Specifications – Part II*, as set out in Schedules 5-A and 5-B respectively.
- (23) **Technical Specifications – Part I** means *The City's*:
- (a) *Project* requirements, including qualitative requirements and specific performance criteria as may be specified;
 - (b) design narratives and design assumptions relating to the *Project*; and
 - (c) any amendments to (a) and (b) above approved in writing by *The City*.
- (24) **Technical Specifications – Part II** means all *IFC Drawings, Final Documents*, and any other *Contractor Drawings* and specifications prepared by the *Contractor* for performance of the *Construction Services* and completion of the *Project*, which will be attached to Schedule 5-B (as Schedule 5-B.1) upon completion of all *Design Stages*.
- (25) **Value Management Workshop** means a workshop held to develop a shared understanding of the *Project* to improve the *Project's* functional performance, and includes the:
- (a) identification and prioritisation of key functional objectives for the *Project*;
 - (b) identification and evaluation of major constraints and risks relating to the *Project*;
 - (c) promotion of innovation;
 - (d) identification of value targets for the *Project*; and

- (e) elimination of unnecessary costs.
- (26) **Work** means all work to be performed, or caused to be performed, by the *Contractor* relating to the *Project* in accordance with the *Agreement*, including:
- (a) all *Design Services*;
 - (b) all *Construction Services*; and
 - (c) anything ancillary to (a) and (b) above that is required for the proper and complete performance of the *Contractor's* obligations under the *Agreement*.

ARTICLE 2: GENERAL OBLIGATIONS OF CONTRACTOR

2.1 General Obligations

- (1) The *Contractor* must perform all *Work* consistent with *Good Industry Practice* and in accordance with applicable *Industry Standards*, and agrees to use its best efforts, skill, judgment, and abilities to protect and further the interests of *The City* in accordance with the requirements of the *Agreement* and *The City's* standard specifications, guidelines, and policies.
- (2) The *Contractor* must perform the *Work* in:
 - (a) a professional, competent, timely, and safe manner, with the skill and care, diligence, prudence, and foresight which would reasonably and ordinarily be expected from qualified, skilled and experienced *Architects, Engineers*, and contractors skilled in designing and constructing projects in Canada that are similar in size, scope, quality, and complexity to the *Project*;
 - (b) compliance with all *Applicable Laws, Permits, Licenses and Approvals*; and
 - (c) compliance with all *Technical Specifications* and all other terms and conditions of the *Agreement*.
- (3) The *Contractor* must cooperate with *The City* in the fulfillment of the purposes and intent of the *Agreement*.
- (4) The *Contractor* must diligently proceed with the *Work* immediately after the *Notice to Proceed* is issued for:
 - (a) the *Design Services*; and when required,
 - (b) the *Construction Services*; andproceed continuously throughout the *Term* to complete all *Work* for the *Project* on or before the *Scheduled Operational Date*.

2.2 Agreement Documents

- (1) The *Contractor* acknowledges that it has reviewed and satisfied itself as to the *Agreement* and all related documents, including all *Background Information* and the conditions of the *Project Site*, prior to execution of the *Agreement*.
- (2) When the *Contractor* reviews the *Technical Specifications – Part I* in accordance with subsection 2.2(1) above, the *Contractor* must promptly report to the *City Representative* any significant error, omission, conflict or discrepancy the *Contractor* may discover in the *Technical Specifications – Part I*. The *Contractor* must not proceed with any *Work* affected by an error, omission, conflict, or discrepancy until the *Contractor* and *The City* have agreed in writing how the error, omission, conflict or discrepancy will be rectified.
- (3) The *Parties* agree that when the *City Representative* receives the completed *Technical Specifications – Part II* from the *Contractor*, the *Technical Specifications – Part II* will be attached to Schedule 5-B as Schedule 5-B.1 and will be incorporated into the *Agreement* and form part of the *Agreement*.
- (4) Notwithstanding any cooperation of *The City* with the *Contractor* during the *Contractor's* performance of the *Design Services*, the *Contractor* remains solely responsible to be fully compliant with all requirements of the *Agreement*.

2.3 Assumption of Risk

- (1) The *Contractor* agrees that it is fully responsible for the completion of all *Work* and for any resulting *Deficiencies*, or incompleteness in the *Work* as required by the *Agreement*. Except to the extent otherwise expressly allocated to *The City* by the provisions of the *Agreement*, all risks, costs and expenses in relation to the performance by the *Contractor* of its obligations under the *Agreement* are the exclusive responsibility of the *Contractor*.

ARTICLE 3: NOTICE TO PROCEED

3.1 Issuing the Notice to Proceed for the Work

- (1) Section 2.3 of Schedule 1 - SGCs is deleted.
- (2) *The City* will issue the *Notice to Proceed* for the *Design Services* only when the following requirements have been satisfied:
 - (a) *The City* has received and approved any *Performance Security* required by *The City* from the *Contractor* in accordance with Subsection 13.5(1) of Schedule 1- SGCs;
 - (b) *The City* has received and approved any certificate of insurance required by *The City* in accordance with the *Agreement*;
 - (c) *The City* has received a clear *Workers' Compensation Board Clearance Certificate* from the *Contractor*; and
 - (d) *The City* has received any additional documentation or information that is required by the *Procurement Documents*.
- (3) *The City* will issue the *Notice to Proceed* for the *Construction Services* only when the following requirements have been satisfied:

- (a) The *Contractor* has prepared a *Project Schedule* in accordance with Subsection 7.1(1) of Schedule 1- SGCs and provided it to *The City*;
- (b) The training of the *Contractor's* designate and the *Project Site* designate is completed in accordance with Subsection 12.2(3) of Schedule 1- SGCs;
- (c) *The City* has received the *Contractor's ECO Plan* in accordance with Subsection 20.1(1) of Schedule 1- SGCs;
- (d) *The City* has received the *Contractor's* tree protection plan as may be required in accordance with Subsection 20.16(1) of Schedule 1 - SGCs.

ARTICLE 4: DESIGN SERVICES

4.1 Design Services

- (1) The *Contractor* must provide the *Design Services* required to be performed by the *Agreement*, unless otherwise specified in writing in the *Agreement*.
- (2) The *Contractor* must designate, in the *Contract Letter*, the *Contractor's Designate* that is responsible for the day-to-day management of the *Design Services*. The *Contractor's Designate* will be:
 - (a) *The City's* primary contact during all *Design Stages* of the *Project*;
 - (b) available as required for the benefit of the *Project* and *The City* on all matters related to the *Design Services* throughout the *Term*; and
 - (c) authorized to act on behalf of the *Contractor* in all matters relating to the *Design Services*.
- (3) The *Contractor's Designate*, and the *Contractor's Sub-Consultant* retained to perform the *Design Services*, must be identified as *Key Personnel* in the *Agreement*.
- (4) Approval or acceptance of any *Design Services* by *The City* will not in any way release the *Contractor* from any duty, responsibility or liability for the *Design Services*, it being understood that *The City* is relying on the skill and knowledge of the *Contractor's Sub-Consultant* to perform the *Design Services*.

4.2 Development of Design and Design Review

- (1) The *Contractor* must:
 - (a) develop and complete the design of the *Project* and all related *Design Data* in accordance with the requirements of the *Agreement*, including in accordance with the *Review Procedure* and this Section 4.2; and
 - (b) develop the process by which the design of the *Project* and all *Design Data* are progressed in accordance with the requirements of the *Agreement*.
- (2) The *Contractor* must, at its sole expense, provide *The City* with the number of design document review sets for each *Submittal* for each *Design Stage* of the *Project* as is specified by *The City* in the *Special Conditions*.
- (3) The *Contractor* must submit all *Submittals* in accordance with the *Review Procedure* and the terms of the *Agreement* for each *Design Stage* of the *Project*, or for each *Design Stage* of each component of the *Project*, if there are multiple components to the *Project* for which *Design Services* are being performed.

- (4) The period for review of the *Submittals* for each *Design Stage* during the *Review Procedure* will be the number of *Business Days* as specified in the *Special Conditions*.
- (5) The *Submittals* identified in Subsection 4.2(3) of this Schedule 2 must contain, at a minimum, the following information:
 - (a) identification of the *Design Stage* to which the *Submittal* relates;
 - (b) the scale and level of detail required by the *City Representative* for each *Design Stage*;
 - (c) all *Design Data* necessary to enable the *City Representative* to make an informed decision regarding whether the *Contractor* is permitted to proceed to the next *Design Stage* pursuant to the *Review Procedure*;
 - (d) a schedule, for each *Design Stage*, identifying all changes to the *Submittals* from the previous *Design Stage*;
 - (e) if revisions or modifications have been made to the *Design Data* since the previous *Design Stage Submittal*, an indication of how the revisions or modifications comply with the requirements of the *Agreement*; and
 - (f) an *Estimated Construction Cost* report as may be required in accordance with Section 6.2(1)(c).
- (6) The *City Representative* and other *City* staff may attend any design review meeting held by the *Contractor* with its *Sub-Consultants* and employees to review and discuss the progress of the *Design Services*.
- (7) *The City* will not have any liability:
 - (a) if the *Design Data*, or any part of it, submitted by the *Contractor* in a *Submittal* and reviewed by *The City* results in non-compliance with the *Agreement* by the *Contractor* or a breach by the *Contractor* of *Applicable Law*; or
 - (b) for any loss or claim arising due to some defect in the *Design Data* or a defect in any other information contained in a *Submittal* submitted by the *Contractor*.
- (8) The *Contractor* must allow the *City Representative*, at any time, a reasonable opportunity to view any items of the *Design Data*, which will be made available to the *City Representative* as soon as practicable following receipt of a written request from the *City Representative*.
- (9) The *Parties* expressly acknowledge and agree that neither comment by *The City*, nor failure by *The City* to provide comment will vary the *Contractor's* obligation to carry out the *Design Services* in accordance with the *Technical Specifications – Part I*.
- (10) A *Design Stage* is complete when all *Submittals* for the *Design Stage* have been submitted to *The City* in accordance with the *Review Procedure* and the endorsements by *The City* to the *Submittals* permit the *Contractor* to proceed with implementation of the activities that are the subject matter of the *Submittal*.

4.3 Design Workshops and Value Management Workshops

- (1) The *Parties* may hold *Design Workshops* and *Value Management Workshops*, as specified in the *Special Conditions*, on the following terms:
 - (a) the *Contractor's Design Professional* will arrange and host the *Design Workshops* and any *Value Management Workshops* in consultation with the *City Representative*;
 - (b) the *Parties* will cooperate to develop a reasonable schedule for the *Design Workshops* and any *Value Management Workshops*;

- (c) the *Contractor* will circulate to the *City Representative* an agenda for each of the *Design Workshops* and any *Value Management Workshops* no later than five *Business Days* prior to the relevant workshop;
 - (d) the *Design Workshops* and any *Value Management Workshop* will be held in person, except where otherwise agreed to by the *Parties*, acting reasonably, and will be located in the City of Calgary;
 - (e) the *Contractor* must maintain minutes of *Design Workshops*, including possible design solutions and revisions or modifications in design, and within five *Business Days* after each *Design Workshop*, the *Contractor* will provide to the *City Representative* a copy of the minutes, together with a copy of any notes, comments, sketches, drawings, tracings, layouts, plans or diagrams prepared at the *Design Workshop*;
 - (f) the *Contractor* must maintain minutes of *Value Management Workshops*, and within five *Business Days* after each *Value Management Workshop*, provide a report to the *City Representative* which summarizes any potential actions to be taken or savings for the *Project* that were identified in the *Value Management Workshop* and then schedule a meeting with *The City* to discuss their potential for implementation; and
 - (g) *The City* and the *Contractor* agree that the subject matter of the *Design Workshops* will not be regarded as *Submittals* to which the *Review Procedure* applies, and that *The City* will not be bound by *The City's* comments provided in connection with the *Design Workshops* or any *Value Management Workshop*.
- (2) During the *Design Workshops* and any *Value Management Workshops*, the *Contractor* may consult with *The City* on the selection of *Materials* and types of construction to be used on the *Project* and advise *The City* on site use, construction feasibility, availability of labour and *Materials*, procurement time requirements for any *Subcontractors* and construction coordination.
- (3) The *Parties* will hold *Design Workshops* or *Value Management Workshops* in the number as may be specified in the *Special Conditions*.
- (4) *Value Management Workshops* must be held in accordance with either SAVE International's Value Methodology Standard or *The City's* "CPMF Value Management Standard and Guidance" document.

4.4 Drawings

- (1) The *Contractor* must provide *The City* with copies of relevant *Design Data* concerning all *Design Stages*, including any revisions or modifications to the *Design Data* previously provided to *The City* in accordance with this Subsection 4.4(1) for the *Project*, and if applicable, *Design Data* for any revisions or modifications made to the *Project* during the *Term*, as they are prepared, and invite comment from *The City* on the revised or modified *Design Data*.
- (2) The *Contractor* must not commence any *Construction Services* on any stage or component of the *Project*, or, if applicable, on any modifications or rehabilitation to the *Project*, if such *Work* has not been addressed in a *Submittal* submitted in accordance with the *Review Procedure* and the *Contractor* is entitled to proceed with the *Construction Services* in accordance with the *Review Procedure* and the *Agreement*.
- (3) The *Contractor* must ensure that all stages or components of the *Project*, as applicable, will be performed or reviewed by the *Contractor's Design Professional* and the *Contractor's Design Professional* must certify, and if required by *Applicable Law*, *Authenticate* the relevant *Design Data*, confirming that the *Design Data* complies with all applicable *Industry Standards* for design and is consistent with *Good Industry Practice* in the Province of Alberta, all other applicable standards, the *Technical Specifications – Part I*, and relevant *Permits, Licenses and Approvals*.

4.5 Additional Design Services

- (1) The *Contractor* may agree to provide *Additional Design Services* as may be required by *The City*. *Additional Design Services* will be paid for by *The City*, in an amount mutually agreed to and documented by the *Parties*, only if the *Additional Design Services* are specifically authorized in writing by *The City*. *Additional Design Services* are not included in the *Technical Specifications – Part I* and may constitute:
- (a) providing services relative to future facilities, systems and equipment, which are not intended to be part of the *Work* under the *Agreement*;
 - (b) providing services for planning tenant or rental spaces in the *Project*, unless these services are described in the *Technical Specifications – Part I*;
 - (c) making revisions or modifications in *Drawings* or the *Technical Specifications – Part II* when the revisions or modifications are:
 - i. inconsistent with written approvals or instructions previously given by *The City*; or
 - ii. required by changes in *Applicable Law* subsequent to the *Effective Date* of the *Agreement*;
 - (d) providing consultation concerning the replacement of any *Work* damaged or destroyed during performance of the *Construction Services*, and providing services as may be required in relation to the replacement of the *Work*, provided that the damage or destruction was not caused wholly or in part by the *Contractor* or *Subcontractors*;
 - (e) providing services after the *Final Acceptance Certificate* has been issued, unless otherwise required by the *Agreement*; or
 - (f) preparing to serve and serving as an expert witness at the request of *The City* in connection with any public hearing, arbitration proceeding or legal proceeding.

4.6 Third Party Design Review

- (1) If specified in the *Special Conditions*, prior to commencement of any *Construction Services*, the *Contractor* must submit to the *City Representative* a sealed statement of a design review conducted by a third-party *Engineer* confirming that the completed *Technical Specifications – Part II* have been *Authenticated* and that they comply with the completed *Design Data* and *Technical Specifications – Part I*.

4.7 Errors in Design Services

- (1) The *Contractor's* obligations in relation to the *Design Services* will include any redesign or additional design necessitated by errors or omissions in the *Design Data*.

4.8 Deficiencies

- (1) The *Contractor* will, at all times throughout the *Term*, be fully responsible to *The City* for any *Deficiencies* or incompleteness in any part of the *Work* as described in the *Agreement*, and will be fully liable for all direct, consequential and additional costs incurred by *The City* as a direct or indirect result of such *Deficiencies* or incompleteness.

ARTICLE 5: CONSTRUCTION SERVICES

5.1 “Fast Tracking” Construction of the Project

- (1) If *The City* makes an election in the *Special Conditions* to stage or “fast track” the *Construction Services* in concert with the *Design Services*, the “fast tracking” of the *Construction Services* may only commence subsequent to the *Parties’* final determination of the *Project Price*.
- (2) “Fast tracking” the *Construction Services* may be planned and carried out in different stages for the *Project*, or in different stages for each component of the *Project* (for example, if there is more than one *Facility* being constructed as part of the *Project*, each *Facility* will be a component of the *Project* and each *Facility* may be constructed in stages). The *Construction Services* for the different stages or for the different stages for each component of the *Project* may or may not overlap.
- (3) If *The City* makes an election to stage or “fast track” *Construction Services* as described in Subsection 5.1(1) of this Schedule 2, the *Contractor* must perform the *Design Services* in planned staged packages as may be approved in writing by the *City Representative*:
 - (a) for each identified stage of the *Construction Services* for the *Project*, or
 - (b) for each identified stage of the *Construction Services* for each component of the *Project*;which may result in differing schedules for the *Review Procedure* of each *Design Stage* for each identified stage of *Construction Services* for the *Project*, or for each identified stage of *Construction Services* for each component of the *Project*.

ARTICLE 6: PROJECT PRICE AND PROJECT SCHEDULE

6.1 Determination of Project Price

- (1) The final determination of the *Project Price* will occur at one of the following stages, as specified in the *Special Conditions*:
 - (a) the *Effective Date* of the *Agreement*;
 - (b) the completion of *Design Stage 1*;
 - (c) the completion of *Design Stage 2*;
 - (d) the completion of *Design Stage 3*, which includes the issuing of *IFC Drawings* and other *Final Documents*.
- (2) If *The City* specified a *Project Budget* for the *Project* in the *Procurement Documents* and the *Project Price* is to be determined after the *Effective Date* of the *Agreement*, the *Parties* agree that at the time the *Project Price* is finally determined, the *Parties* will use their best efforts to amend the *Agreement* on an expedited basis to include the finally determined *Project Price* and any related requirements, such as additional bonding and insurance requirements into the *Agreement*. However, failure to formally amend the *Agreement* does not relieve either *Party* from adhering to the *Project Price* and any related requirements if the *Project Price* has been agreed to in writing.
- (3) The *Contractor* has full responsibility to perform all *Design Services* and *Construction Services* in accordance with the *Project Price*, and in a manner that achieves *The City’s* proposed *Project Schedule* (as such proposed *Project Schedule* may be identified in the *Procurement Documents*).

Any modifications to the proposed *Project Schedule* during the *Contractor's* performance of the *Design Services* (as such proposed *Project Schedule* may be identified in the *Procurement Documents*) must be identified by the *Contractor* to the *City Representative* and approved in a *Change Order* by the *City Representative*.

- (4) Any adjustment to the *Project Price* must be carried out by *Change Order*.

6.2 Obligations Relating to Performance of the Design Services and a Project Budget

- (1) If a *Project Budget* has been specified by *The City* in the *Procurement Documents*, the *Contractor* has full responsibility for, and the obligation to:
- (a) manage the *Design Services* to ensure that the *Project*, as designed, will achieve the objectives of the *Agreement* and can be constructed for an amount that is within the *Project Budget*;
 - (b) design the *Project* to achieve the objectives of scope and cost within the *Project Budget* through to completion and acceptance of the *IFC Drawings* and *Final Documents* by *The City*;
 - (c) provide *Estimated Construction Cost* reports to *The City* at the completion of each of the *Design Stages* detailing the *Estimated Construction Cost* of the *Project* at an estimate class applicable for that *Design Stage*, as specified in the *Special Conditions*, until the *Project Price* has been finally determined in accordance with Section 6.1(1) of this Schedule 2; and
 - (d) obtain the approval, in writing, of the *City Representative* for any adjustment to the scope or cost of the *Project*, or both, as may be considered necessary to align with the specified *Project Budget* prior to final determination of the *Project Price*.
- (2) The *Contractor* must advise the *City Representative* immediately if the *Contractor* has reason to believe that the most current *Estimated Construction Cost* will exceed the specified *Project Budget*, and must recommend strategies for bringing the *Estimated Construction Cost* of the *Project* in line with the specified *Project Budget*.
- (3) Notwithstanding the *Contractor's* obligations to design the *Project* and achieve the objectives of scope and cost within the *Project Budget*, as set out in this Section 6.2, if any *Estimated Construction Cost* report exceeds or falls significantly below the specified *Project Budget*, *The City* and the *Contractor* may negotiate changes to the *Technical Specifications – Part I* or *Technical Specifications – Part II* (as completed to date), or other *Project* requirements, or to the *Project Budget*, and such changes will be reflected in the *Project Price*.

ARTICLE 7: TERMINATION FOR FAILURE TO DETERMINE PROJECT PRICE

7.1 Termination for Failure to Agree on Project Price

- (1) *The City* may terminate the *Agreement* by *Notice* to the *Contractor* if *The City* and the *Contractor* fail to agree on a *Project Price* in accordance with the requirements of Section 6.1(1) of this Schedule 2. If *The City* terminates the *Agreement* for the *Parties'* failure to agree on a *Project Price*, *The City* will pay the *Contractor* for the *Contractor's* verifiable and documented costs of:
- (a) the *Design Services* completed by the *Contractor* up to the date of termination, such payment not to exceed the percentage and amount designated for the relevant *Design Stage*, as specified in the *Contract Letter*; and

- (b) any other *Work* performed by the *Contractor* with the written approval of *The City* and in accordance with the *Agreement* up to the date of termination.

7.2 Assignment of Design Data

- (1) The *Contractor* agrees that all *Design Data* is *New Intellectual Property* and must, upon completion or termination of the *Agreement*, irrevocably assign to *The City* for all time every right, title, and interest in the *Design Data* in accordance with Section 19.4 of Schedule 1 - SGCs for future continuation of the *Project* by any delivery method of *The City's* choice and for any future maintenance and redesign or renovation of the *Project*.
- (2) If the *Contractor* assigns *Design Data* to *The City* in accordance with Section 7.2(1) of this Schedule 2 because the *Agreement* has been terminated, and as a result of such termination the *Design Data*, or some part or parts of the *Design Data*, are incomplete at the date of the assignment, *The City* accepts responsibility for its subsequent use of any part or parts of such *Design Data* that are incomplete.

7.3 Assignment of Sub-Consultant Subcontracts

- (1) Upon receipt of *Notice* from *The City* terminating the *Agreement* in accordance with Subsection 7.1(1) of this Schedule 2 or in accordance with Article 17 of Schedule 1 - SGCs, the *Contractor* must facilitate the assignment of all the *Contractor's* subcontracts with its *Sub-Consultants* to *The City* if *The City* issues such a request to the *Contractor* either at the time of, or at any time subsequent to, the *Notice* of termination.

ARTICLE 8: QUALITY MANAGEMENT

8.1 Quality Management

- (1) The *Contractor* will be solely responsible for the quality of the *Work* and will perform all quality control activities required for the performance of the *Work* in accordance with this *Agreement*.

8.2 Quality Manager

- (1) The *Contractor* must appoint a quality manager who must ensure that the *Work* complies with all requirements as specified in the *Technical Specifications*.

8.3 Quality Management Plan

- (1) The *Contractor* must cause all of the *Work* to be the subject of quality management systems that include a *Quality Management Plan*. The *Quality Management Plan* will be subject to review by *The City* in accordance with the *Review Procedure*. The *Contractor* may not implement the *Quality Management Plan* until the *Contractor* is entitled to proceed with the implementation in accordance with the *Review Procedure*.
- (2) If the *Quality Management Plan* refers to, relies on, or incorporates any quality manual or procedure, then the quality manual or procedure, or the relevant parts of, it will be submitted to *The City* at the time that the *Quality Management Plan*, or any part of it, is submitted in accordance with the *Review Procedure*. The contents of the quality manual or procedure, or any part of it, will be taken into account in the consideration of the *Quality Management Plan* in accordance with the *Review Procedure*.
- (3) The *Contractor's* implementation of the *Quality Management Plan* will be subject to ongoing review by *The City* for compliance with all requirements of the *Quality Management Plan*.

8.4 Quality Monitoring

- (1) Without limiting *The City's* rights under the *Agreement*, *The City* may, from time to time, directly or indirectly, perform periodic monitoring, spot checks, and auditing of the *Contractor's* quality management systems, including the *Quality Management Plan* and any quality manuals and procedures.

ARTICLE 9: COMMISSIONING

9.1 Commissioning Activities

- (1) If specified in the *Special Conditions* and in accordance with this Article 9, the *Contractor* will perform all *Work* related to the *Contractor Commissioning* in a timely manner and will facilitate the performance of any *City Commissioning*.
- (2) If required by the *City Representative*, the *Contractor* must prepare a draft *Commissioning Protocol* in respect of the *Contractor's Commissioning* and *City Commissioning* and will provide a copy of it to the *City Representative* not less than 90 Days prior to the *Scheduled Operational Date*.
- (3) The *Commissioning Protocol* must:
 - (a) describe the requirements, and the timing and sequence of such requirements, necessary in order that the *Contractor's Commissioning* will be completed to achieve *Substantial Performance* on or before the *Scheduled Operational Date*;
 - (b) describe the requirements, and the timing and sequence of such requirements, of the *City Commissioning*;
 - (c) comply with any commissioning requirements specified in the *Technical Specifications – Part II*;
 - (d) be consistent with any commissioning requirements specified in the *Technical Specifications – Part II* and impose no greater or more onerous obligations on *The City* than those specified in *Technical Specifications – Part II*, unless otherwise agreed to by *The City*;
 - (e) include the names of any individuals or companies proposed to perform all *Contractor Commissioning* and the names of any individuals or companies provided to the *Contractor* by the *City Representative* that are to serve as *The City's* commissioning team;
 - (f) include a schedule of each of the *Contractor Commissioning* tests and the *City Commissioning* tests proposed to be performed, and the timeframe for completion, with start and end dates;
 - (g) include a list of equipment, systems, and sub-systems that must be tested and which the *City Representative* must witness;
 - (h) include a schedule of meetings to be held between the *Parties* to coordinate the performance of the *Contractor Commissioning* and the *City Commissioning*;
 - (i) provide for the re-verification of systems following the *City Commissioning*; and
 - (j) list the approvals required from any *Governmental Authority*, manufacturer or other person that are necessary to meet the requirements of the *Commissioning Protocol* or *Applicable Law*.

- (4) *The City* will provide the *Contractor* with comments on the draft *Commissioning Protocol* in accordance with the *Review Procedure*, and the *Contractor* must revise the draft *Commissioning Protocol* to the extent required by the *Review Procedure* within 20 *Business Days* of receipt of any comments from *The City* and resubmit a final *Commissioning Protocol* to *The City* for approval.
- (5) The *Contractor* must give the *City Representative* 20 *Business Days' Notice* of the proposed commencement of the *Contractor Commissioning*;
- (6) The *Contractor* must give the *City Representative* at least five *Business Days' Notice* and invite the *City Representative* to witness, and to comment on, each aspect of the *Contractor Commissioning*. The *Contractor* will, together with such *Notice*, provide all information that the *City Representative* may reasonably require in relation to the (i) proposed tests, (ii) testing methodology, and (iii) expected test results.
- (7) All *Contractor Commissioning* and *City Commissioning* must be completed to the satisfaction of *The City* prior to *The City's* issuing of the *Construction Completion Certificate*.

ARTICLE 10: INSURANCE

10.1 Additional Insurance

- (1) Additional insurance requirements for this *Agreement* are specified in the *Special Conditions*.

ARTICLE 11: WARRANTY

11.1 Warranty

- (1) For clarity, the terms and conditions in this Article 11 apply in addition to the terms and conditions related to *Warranty Work* set out in Article 16 in Schedule 1 - SGCs.
- (2) For all *Warranty Work* to correct or repair *Deficiencies* or non-compliant *Warranty Items*, the *Warranty Period* will be extended for one additional two-year period from the date of the last *Warranty Work* completed in respect of the correction or the repair. For clarity, any extension of the *Warranty Period* for the purposes of the correction or the repair will only apply to the *Deficiency* or non-compliant *Warranty Item* and not the *Project* as a whole.
- (3) All *Materials* incorporated into the *Project* must be fit for their intended purpose. The *Warranty Work* will apply to all *Total Labour Costs* and *Materials Costs*, including the costs of removal and replacement of the *Materials*. The *Warranty Work* does not limit extended warranties on any *Materials* specified in the *Technical Specifications* or otherwise provided by any manufacturer of the *Materials*.
- (4) In addition to the *Contractor's* obligation to correct *Deficiencies* or non-compliant *Work* in the *Project* that appears prior to, and during, the *Warranty Period*, the *Contractor* must:
 - (a) promptly correct, at its own expense, any *Deficiencies* or non-compliant *Work* that could not reasonably have been ascertained by a competent person in accordance with *Good Industry Practice* during a visual inspection of the *Project* (a "*Construction Latent Defect*"), provided *The City* gives the *Contractor* written *Notice* of the *Construction Latent Defect* within the time frame applicable to the *Construction Latent Defect* pursuant to the *Limitations Act*, RSA 2000, c. L-12; and

- (b) correct or repair any damage to other infrastructure or portions of the *Project* caused by the *Contractor's* correction or repair of *Deficiencies*, or non-compliant *Work* or items, without any additional compensation or *Change Order* in relation to its obligation to correct or repair as specified in this Section 11.1(4)(b).

Any extraordinary measures required to complete the correction of the *Deficiencies*, non-compliant *Work*, or damage to infrastructure or portions of the *Project*, as directed by *The City*, to accommodate the operation of infrastructure or the *Project* as constructed will be at the *Contractor's* expense.

- (5) The performance of any *Warranty Work* by the *City's Own Forces* or by *Other Contractors* in relation to Subsection 16.1(8) of Schedule 1 - SGCs will not, except with respect to damage caused by them, limit the availability or terms of the warranties specified in the *Agreement*.
- (6) The warranties specified in this Article 11 will not deprive *The City* of any action, right or remedy otherwise available to *The City* at law or in equity for breach of any of the provisions of the *Agreement* by the *Contractor*, and the *Warranty Periods* referred to in this Article 11 must not be interpreted as a limitation on the time period in which *The City* may pursue such other action, right or remedy.

ARTICLE 12: INDEMNITY

12.1 Intellectual Property

- (1) For additional certainty, and in addition to any other indemnity under the *Agreement*, the *Contractor* agrees it will indemnify and defend *The City* from and against all claims, damages, judgment and loss arising from infringement or alleged infringement of any one or more of *Contractor Intellectual Property*, *New Intellectual Property* or *Third Party Intellectual Property* arising by or out of any of the *Work* performed under the *Agreement*, or the use by the *Contractor*, or use by *The City* at the direction of the *Contractor*, of the item or *Material* that is the disputed *Intellectual Property*, provided that upon becoming aware of a claim or threat of a claim for the *Contractor Intellectual Property*, *New Intellectual Property* or *Third Party Intellectual Property*, *The City* will promptly notify the *Contractor* and the *Contractor* will be given full opportunity to negotiate a settlement. In the event of litigation, *The City* agrees to cooperate reasonably with the *Contractor*.

ARTICLE 13: COMMUNITY ENGAGEMENT

13.1 Community Engagement

- (1) The *Contractor* must perform all community engagement obligations to the satisfaction of *The City* as may be specified in the *Special Conditions*.

ARTICLE 14: PROJECT PRICE AND PAYMENT

14.1 Project Price Inclusive of all Work

- (1) The *Project Price* includes all costs related to providing the *Work*, whether foreseen or unforeseen, including any *Work* related to any redesign or additional design necessitated by

errors or omissions in the *Design Data*, which will permit the *Project* to operate as contemplated by the *Agreement*.

14.2 Payment Work during Design Stages

- (1) Except for provisions relating to relating to *Draft Construction Period Invoices* the Payment for *Work* provisions in Article 10 of the *Standard General Conditions* will apply to the full extent applicable to *Work* completed during the *Design Stages*.
- (2) The payment period during the *Design Stages* will be the same as a *Construction Period* which is a period of 30 *Days* within the *Term*.
- (3) Where *The City* has specified a *Project Budget*, *The City* will issue a purchase order for the total cost of *Design Services* proposed by the Contractor.
- (4) In addition to the information required to be submitted in accordance with (1) above, a *Proper Invoice* during the *Design Stages* will also reflect:
 - a. the current *Design Stage* and the proposed allocation of costs of *Design Services* for each *Design Stage* (dollar amount); and
 - b. amounts invoiced to date during the current *Design Stage* and any prior *Design Stage*.

ARTICLE 15: APPENDICES

SCHEDULE 2-A: REVIEW PROCEDURE

**SCHEDULE 2 – A
REVIEW PROCEDURE****ARTICLE 1:
GENERAL****1.1 Submittals Schedule**

- (1) Prior to the commencement of the *Review Procedure*, the *Contractor* will provide a schedule for submission of all *Submittals* by the *Contractor* to *The City*. The schedule for the submission of *Submittals* must take into account that more than one submission will likely be required for each *Submittal*, and that there is at least one *Submittal* for each of the *Design Stages*. *The City's* requirements for *Submittals* are specified in the *Special Conditions*. The *Submittals* schedule must illustrate that the *Submittals* encompass all *Design Stages*, are reasonably allocated across all the *Design Stages*, and that the schedule is reasonable to achieve. The *Submittals* schedule must ensure that the sequence for the submission of *Submittals* is carried out in a logical manner.
- (2) Any *Design Data* or other information, data or documents submitted by the *Contractor* in the *Contractor's Procurement Documents* must be included in the *Contractor's* first *Submittal*.

1.2 Compliance of Submittals with Agreement

- (1) The *Contractor* must prepare all *Submittals* as necessary for the construction of the *Project* and in compliance with the *Technical Specifications – Part I* and the *Agreement*.

1.3 Deviation from Submittals Prohibited

- (1) The *Contractor* must comply with all *Submittals* it submits to *The City* in accordance with this *Review Procedure* during performance of the *Work*. However, if the *Contractor* proposes that a revision or modification to any *Submittal* is required due to unforeseen circumstances beyond the *Contractor's* control or as may be required to comply with any one or more of the *Technical Specifications – Part I* or the *Agreement*, then the *Contractor* must, as soon as possible, submit a revised *Submittal* to *The City* in accordance with this *Review Procedure*.

1.4 Non-Compliance of Submittals

- (1) If the *Contractor* commences or permits the commencement of the next *Design Stage* of any component of the *Project* or commencement of any *Construction Services* (if *The City* has elected to "fast track" *Construction Services*) prior to being entitled to proceed in accordance with this *Review Procedure*, and it is subsequently determined in accordance with this *Review Procedure* that the *Submittals* for the previous *Design Stage* did not comply with the *Technical Specifications – Part I*, or the *Agreement*, then the *Contractor* must immediately, at its own cost and risk, undo, remove from the *Project Site*, replace or restore, as applicable, any portion(s) of the *Design Services* or *Construction Services* (or both) performed in accordance with the previous *Design Stage Submittals* that did not comply with any one or more of the *Technical Specifications – Part I* or the *Agreement*.
- (2) If any *Submittal* related to the *Work*, including the *Contractor's* proposed scheduling, does not comply with or materially deviates from the *Technical Requirements – Part I*, or does not comply with the *Agreement*, the *Contractor* must notify *The City* as soon as is reasonably practicable of any such failure to comply by making a written submission ("*Non-Compliance Submission*") through the *Review Procedure*.
- (3) The *Non-Compliance Submission* must contain the following information:

- (a) the circumstances in which the non-compliance with the *Technical Specifications – Part I* or with the content of the *Agreement* occurred;
- (b) explanation for the causes for the non-compliance and, where applicable, for any delay in providing notification; and
- (c) the measures, if any, which the *Contractor* proposes to adopt to rectify the non-compliance.

ARTICLE 2: REVIEW PROCEDURE

2.1 Review Procedure

- (1) The *Contractor* must provide to *The City* all *Submittals* for review by *The City* in accordance with this *Review Procedure*.

2.2 The City's Review Resources

- (1) *The City* may, in reviewing any matter or *Submittal* in accordance with this *Review Procedure*, refer the matter or *Submittal* to any of *The City's* *Advisors*, an independent third party, or a *Governmental Authority*.

2.3 City's Responses to the Contractor's Submittals

- (1) *The City* will, as soon as practicable and within 15 *Business Days* of receipt of a *Submittal* (or such longer time as may be prescribed in the *Special Conditions* or as the *Parties* may agree) return a response on the relevant submission endorsed with one of the following, as may be appropriate:
 - (a) **"NO COMMENT"**,
 - (b) **"REJECTED"**, or
 - (c) **"COMMENTS AS NOTED"**.
- (2) If *The City* has referred a *Submittal* or a portion of a *Submittal* in accordance with Subsection 2.2(1) of this *Review Procedure*, and as a result *The City* will be delayed in returning a response on the relevant *Submittal* in the time period set out in Subsection 2.3(1) of this *Review Procedure*, *The City* will, within 15 *Business Days* of receipt of the *Submittal*, notify the *Contractor's* *Representative* of the potential delay. If the *City's* delay exceeds 20 *Business Days* from the date *The City* originally received the *Submittal*, then *The City* will be deemed to have returned that *Submittal* document to the *Contractor* marked "NO COMMENT".

2.4 Submittal Endorsed "NO COMMENT"

- (1) The endorsement "NO COMMENT" will be assigned to *Submittals* that, in the opinion of *The City*, appear to generally conform to the *Technical Specifications – Part I* and the *Agreement*. The *Contractor* may proceed with implementation of the activities which are the subject matter of a *Submittal* endorsed, or deemed endorsed, "NO COMMENT".

2.5 Submittal Endorsed "REJECTED"

- (1) The endorsement "REJECTED" will be assigned to *Submittals* that, in the opinion of *The City*, contain significant deficiencies or do not generally conform to any one or more of the applicable *Technical Specifications – Part I* or the *Agreement*. Except with the prior written consent of *The City*, which consent may be granted or refused in *The City's* discretion, the *Contractor* must not

implement any of the activities that are the subject matter of a *Submittal* endorsed “REJECTED” and must revise and resubmit the *Submittal*, indicating how the *Submittal* has been revised to address each deficiency and non-conformance identified by *The City*.

2.7 Submittal Endorsed “COMMENTS AS NOTED”

- (1) The endorsement “COMMENTS AS NOTED” will be assigned to *Submittals* that, in the opinion of *The City*, appear to generally conform to the applicable *Technical Specifications – Part I* and the *Agreement*, subject to correction of minor deficiencies identified by *The City’s* review. The *Contractor* must correct all identified deficiencies and provide a revised copy of the applicable documents comprising the *Submittals* to *The City* prior to implementation of the activities to which the identified deficiencies relate. Subject to the obligations of the *Contractor* described in the preceding sentence, the *Contractor* may proceed with implementation of the activities that are the subject matter of a *Submittal* endorsed “COMMENTS AS NOTED”.

2.8 Response by The City

- (1) If *The City* does not return the *Contractor’s Submittal* (including, for clarification, any resubmitted *Submittal*) in accordance with the terms of Section 2.3 of this *Review Procedure*, then *The City* will be deemed to have returned that *Submittal* to the *Contractor* marked “NO COMMENT”.
- (2) For additional certainty, no form of response by *The City*, including any endorsement of “NO COMMENT”, “REJECTED”, or “COMMENTS AS NOTED” on any *Submittal*, or failure by *The City* to provide comment, response, or participate in any manner in respect of the *Review Procedure* will:
 - (a) relieve the *Contractor* from the *Contractor’s* exclusive responsibility to ensure that the *Project* complies with the *Technical Specifications – Part I* and the *Agreement*;
 - (b) excuse any failure by the *Contractor* to carry out the *Work* in accordance with the *Agreement*; or
 - (c) estop *The City* from asserting any non-compliance with the *Agreement*.

2.9 Further Information Requested by The City

- (1) If any information, data, or documents required to fully appreciate, understand or review a *Submittal*, or understand a *Submittal’s* implications or relationship to other stages or components of the *Project*, is not provided with the *Submittal*, *The City* may assign the endorsement of “REJECTED” to the *Submittal*, or request in writing further information, data or documents.
- (2) If *The City* requests further information, data or documents in accordance with Subsection 2.9(1) of this Schedule 2-A:
 - (a) the *Contractor* must promptly submit such further or other information, data and documents and take such other steps as may be required to satisfy *The City* that the *Submittal* complies with the applicable *Project* requirements, *Technical Specifications* or the *Agreement*; and
 - (b) the remainder of the applicable review period will be postponed until *The City* receives the requested information, data and/or documents and *The City* will have up to 15 *Business Days* after the day on which it receives the requested information, data and/or documents to complete its review of the *Submittal*.

2.11 Disagreement over Endorsements

- (1) If the *Contractor* disputes an endorsement issued by *The City* in respect of a *Submittal* made under this *Review Procedure*, the *Contractor* must promptly notify *The City* of the details of its dispute and submit the reasons why the *Contractor* believes a different endorsement should be assigned, together with appropriate supporting documentation.
- (2) *The City* will review the *Submittal*, the *Contractor's* reasons and any supporting documentation, and within five *Business Days* after receipt of the *Contractor's* information will either confirm the original endorsement or notify the *Contractor* of a revised endorsement. If *The City* fails to respond within the five *Business Day* period, the original endorsement will be deemed to have been confirmed by *The City*.
- (3) Nothing in this Section 2.11 limits either *Party's* right to refer a dispute to the dispute resolution process set out in Section 22.1 of Schedule 1 - SGCs to resolve the dispute.

SCHEDULE 3
SPECIAL CONDITIONS

Part A: Schedule 1 – Standard General Conditions

Capitalized terms will have the meanings set out in Schedule 1 - SGCs or Schedule 2 - *Delivery Method Requirements* (DB).

Section Reference	Issue	Special Conditions										
SGC 1.1(65)	Identified Encumbrances											
SGC 1.1(74)	Lien Period											
SGC 1.1 (76)	Materials											
SGC 1.1(105)	Project Site	The <i>Project Site</i> is: **insert full description of site address										
SGC 1.1(114)	Scheduled Operational Date	how long the contractor will be responsible for this										
SGC 1.1(141)	Warranty Period											
SGC 1.1(144)	Work Plan	The <i>Contractor</i> will prepare the following that are preceded by a box with an "x": <table border="1" data-bbox="760 1457 1308 1635"> <thead> <tr> <th data-bbox="760 1457 829 1493">"x"</th> <th data-bbox="833 1457 1308 1493">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="760 1497 829 1528"><input type="checkbox"/></td> <td data-bbox="833 1497 1308 1528"><i>ECO Plan</i></td> </tr> <tr> <td data-bbox="760 1533 829 1564"><input type="checkbox"/></td> <td data-bbox="833 1533 1308 1564"><i>Health and Safety Plan</i></td> </tr> <tr> <td data-bbox="760 1568 829 1600"><input type="checkbox"/></td> <td data-bbox="833 1568 1308 1600"><i>Inspection Plan</i></td> </tr> <tr> <td data-bbox="760 1604 829 1635"><input type="checkbox"/></td> <td data-bbox="833 1604 1308 1635"><i>Quality Management Plan</i></td> </tr> </tbody> </table>	"x"	Description	<input type="checkbox"/>	<i>ECO Plan</i>	<input type="checkbox"/>	<i>Health and Safety Plan</i>	<input type="checkbox"/>	<i>Inspection Plan</i>	<input type="checkbox"/>	<i>Quality Management Plan</i>
"x"	Description											
<input type="checkbox"/>	<i>ECO Plan</i>											
<input type="checkbox"/>	<i>Health and Safety Plan</i>											
<input type="checkbox"/>	<i>Inspection Plan</i>											
<input type="checkbox"/>	<i>Quality Management Plan</i>											
SGC 4.1(2)	Performance of Work											

Section Reference	Issue	Special Conditions
SGC 4.1(2)(d)	Performance of Work	The <i>Contractor</i> undertakes maintenance of the <i>Project</i> and any <i>Facility</i> until:
SGC 4.7(1)	Compliance with Community Standards Bylaw	
SGC 4.8(3)	Key Personnel Substitution Compensation	
SGC 5.4(1)	Security Clearance	clearance [or] requirements [or]
SGC 5.8(1)(f)	Operational Manuals	The <i>Contractor</i> is required to provide the following operational manuals: [insert] [or] [insert]
SGC 6.6(1)	Digital Drawings	Drawings are required in digital format. One [insert]
SGC 7.3(1)(b)	Liquidated Damages	Liquidated Damages shall be \$# [insert] per day.
SGC 7.4(3)	Completion Prior to Scheduled Date	Bonus [insert]
SGC 8.1(1)	Access and Use	<p>The <i>City</i> expressly waives the requirement for submission of the: (Check all that apply)</p> <ul style="list-style-type: none"> <input type="checkbox"/> <i>Health and Safety Plan</i> <input type="checkbox"/> <i>Quality Management Plan</i> <input type="checkbox"/> <i>Not Applicable</i> <p>NOTE: Make sure your choice is consistent with “Work Plan” above</p>
SGC 8.1(4)	Site Office	

Section Reference	Issue	Special Conditions
SGC 8.3(1)	Access Fee	The following fee will be payable by the <i>Contractor</i> for its right of access to and use of the <i>Project Site</i> : \$
SGC 8.5(2)(h)	Condition of the Site	
SGC 8.9(1)	Survey Monuments	Contact the Manager, Field Surveying Services at (403) 268-1640
SGC 10.2(6)	Application for Payment	
SGC 10.2(7)	Application for Payment	The City's <i>Tangible Capital Asset</i> form is to be submitted with each invoice.
SGC 11.1(2)	Inspection Plan	NOTE: Make sure your choice is consistent with "Work Plan" above
SGC 11.1(3)	Quality Management Plan	
SGC 12.2(1)	Prime Contractor Status	

Section Reference	Issue	Special Conditions
SGC 13.1(1)(a)	Required Contractor's Insurance	CGL: Motor vehicle: Other specific clauses, coverage, or limits:
SGC 13.1(8)	Additional Contractor's Insurance	
SGC 13.2(1)	City Procured Insurance	
SGC 20.1(1)	ECO Plan	NOTE: Make sure your choice is consistent with "Work Plan" above
SGC 20.2(3)	Erosion and Sediment Control	Contact <i>The City's</i> Water Resources-Erosion Control Coordinator at 403-268-2655
SGC 20.4(1)(b)	Project Site Water Management	Contact <i>The City's</i> Water Resources- Control Coordinator at 403-268-2655 and <i>The City's</i> Water Resources – Industrial Monitoring Supervisor at 403-268-4558
SGC 20.9(1)(e)	Discovery of Hazardous Substance	Other than to relevant contract in insert of [or No
SGC 20.11(3)	Offsite Disposal of Excavated Material	Contact <i>The City's</i> Environmental Control Technologist in Waste & Recycling Services at 403-268-8440 or cleanfill@calgary.ca
SGC 20.14(1) and (5)	Authorization to Operate Fire Hydrants	Contact <i>The City's</i> Director, Water Services at 403-268-4416 or 403-268-4712
SGC 20.18(3)	Clean-Up and Restoration of Project Site	
SGC 22.9	Currency	

Part B: Schedule 2 – Delivery Method Requirements: Design Build

Unless otherwise defined within Schedule 2, capitalized terms will have the meanings set out in Schedule 1 - SGCs. Where a capitalized term is defined in both Schedule 1 - SGCs and Schedule 2, the definition set out in Schedule 2 will apply.

**Article 1:
Design Services**

	STAGE	DESCRIPTION	REQUIRED	ESTIMATE CLASS
DB 1.1(14) The <i>Design Stages</i> for the <i>Project</i>	Design Stage 1:	Design Concept / Preliminary Design 1-A: Conceptual Design 1-B: Preliminary Design	Mark with an "x" if Design Stage 1 Work will be performed after procurement: <input type="checkbox"/> <input type="checkbox"/> [Note: <i>The Design Stage 1 documentation may be submitted by Proponents in their Proposal or The City may include Design Stage 1 documentation in the Schedule 5-A</i>]	Conceptual Design Estimate class 4 – Expected Accuracy Range: -30% to +50% Preliminary Design: Estimate class 3 – Expected Accuracy Range: -20% to +30%
	Design Stage 2	Detailed Design 2-A: _____% Detailed Design 2-B: _____% Detailed Design 2-C: _____% Detailed Design	REQUIRED <input type="checkbox"/> Mark with an "x" if required <input type="checkbox"/> Mark with an "x" if required	Detailed Design Estimate class 2 – Expected Accuracy Range: -15% to + 20%
	Design Stage 3	Final Design 3-A: _____% Final Design 3-B: 100% Final Design (IFC Drawings and Final Documents)	<input type="checkbox"/> Mark with an "x" if required REQUIRED	Final Design Estimate class 1 – Expected Accuracy Range: -10% to + 10%
DB 1.1(14)	<i>Project</i> has multiple components (e.g., <i>Facilities</i>)		Choose one <input type="checkbox"/> _____ components (as described in the <i>Technical Specifications</i>) <input type="checkbox"/> Not Applicable	
DB 4.2(2)	Number of Document Review Sets	_____ paper review sets, and _____ PDF copies		

DB 4.2(4)	Design Review Period for Submittals	STAGE	
		Stage 1 – Design Concept/Preliminary Design (including each sub-stage)	_____ Business Days
		Stage 2 – Detailed Design (including each sub-stage)	_____ Business Days
		Stage 3 – Final Design (IFC Drawings and Final Documents) (including each sub-stage)	_____ Business Days
Schedule 2-A 1.1(1)	Number of Submittals	Mark with an “x” if a <i>Submittal</i> is required for the <i>Design Stage</i> or sub-stage as identified in DB 1.1(13) above <input type="checkbox"/> Design Concept/Preliminary Design <input type="checkbox"/> 1A- Pre-Design <input type="checkbox"/> 1B – Schematic Design <input type="checkbox"/> Detailed Design <input type="checkbox"/> 2A - _____ % Detailed Design <input type="checkbox"/> 2B - _____ % Detailed Design (optional) <input type="checkbox"/> 2C - _____ % Detailed Design (optional) <input checked="" type="checkbox"/> Final Design <input type="checkbox"/> 3A - _____ % Final Design (optional) <input checked="" type="checkbox"/> 3B - 100% Final Design	
DB 4.3(1)	Design Workshops	Choose one <input type="checkbox"/> The City requires _____ Design Workshops to be held <input type="checkbox"/> Not Applicable	
DB 4.3(1)	Value Management Workshops	Choose one <input type="checkbox"/> The City requires _____ Value Management Workshops to be held <input type="checkbox"/> Not Applicable	
DB 4.6(1)	Third Party Design Review required	Choose one	
DB 5.1	“Fast-Tracking” of Construction Services required	Choose one	
DB 6.1(1)	Final Determination of Project Price	Choose one of the following: <input type="checkbox"/> Effective Date of Agreement (Project Price DB) <input type="checkbox"/> Completion of Design Stage 1 (Project Budget DB) <input type="checkbox"/> Completion of Design Stage 2 (Project Budget DB) <input type="checkbox"/> Completion of Design Stage 3 (Project Budget DB)	
DB 9.1(1)	Contractor Commissioning		
DB 10.1(1)	Additional Insurance (Contractor)	See this Schedule 3, Part D: Insurance	
DB 13.1(1)	Community Engagement		

**Article 2:
 Standard Specifications, Guidelines, and Requirements**

- (1) The *Contractor’s Design Services* must comply with *The City’s* current edition (current as of the date the *Procurement Documents* are issued) of the following documents that are preceded by a box marked with an “X”, unless otherwise authorized in writing by *The City*:

“X”	Description
Standard Specifications	
<input type="checkbox"/>	Standard Specifications: Roads Construction
<input type="checkbox"/>	Standard Specifications: Sewer Construction
<input type="checkbox"/>	Standard Specifications: Waterworks Construction
<input type="checkbox"/>	Standard Specifications: Street Lighting Construction
<input type="checkbox"/>	Standard Specifications: Erosion and Sediment Control
<input type="checkbox"/>	Development Guidelines and Standard Specifications: Landscape Construction
<input type="checkbox"/>	Standard Specifications and Design Guidelines: Potable Water Feedermain Construction
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
Standards, Guidelines, Manuals & Catalogues	
<input type="checkbox"/>	Access Design Standards
<input type="checkbox"/>	CAD Standard
<input type="checkbox"/>	CAD Standard Guidance Document
<input type="checkbox"/>	Design Guidelines for City of Calgary Fire Stations
<input type="checkbox"/>	Design Guidelines for City of Calgary Funded Buildings
<input type="checkbox"/>	Design Guidelines for Development Site Servicing Plans
<input type="checkbox"/>	Design Guidelines for Subdivision Servicing
<input type="checkbox"/>	Field Manual for Erosion & Sediment Control
<input type="checkbox"/>	Guidelines for Erosion & Sediment Control
<input type="checkbox"/>	Guidelines for Safe Construction in Proximity of Feeder Main, Critical Distribution Mains, Sanitary/Storm Mains and Critical Collection Mains
<input type="checkbox"/>	Sewer Bypass Pumping Guidelines
<input type="checkbox"/>	Stormwater Management & Design Manual
<input type="checkbox"/>	Street Lighting Material Catalogue
<input type="checkbox"/>	Temporary Traffic Control Manual
<input type="checkbox"/>	Temporary Traffic Control Guidelines for Pedestrians
<input type="checkbox"/>	Wastewater Lift Station Design Guidelines
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:
<input type="checkbox"/>	Other:

Part C: Additional Requirements

Capitalized terms will have the meanings set out in *Standard General Conditions*.

The *Contractor* must comply with the following additional requirements that are preceded by a box marked with an "X":

"X"	Additional Requirements	Description
<input type="checkbox"/>	1.1	Explosives and Blasting
<input type="checkbox"/>	1.2	Work Adjacent to Pipelines
<input type="checkbox"/>	1.3	Historical Resources Act
<input type="checkbox"/>	1.4	Installation, Maintenance, and Performance Standards for Temporary Traffic Control
<input type="checkbox"/>	1.5	Closing of Streets or Sidewalks
<input type="checkbox"/>	1.6	Hauling Routes, Load Limits and Weigh Scales
<input type="checkbox"/>	1.7	Performance Standards and Performance Tests

1.1 Explosives and Blasting

- (1) When explosives are used, the *Contractor* will be responsible for their handling, storage and transportation in accordance with *Applicable Law*, including *City* bylaws, *Explosives Act*, R.S.C. 1985, c. E-17, *Dangerous Goods Transportation and Handling Act*, R.S.A. 2000, Ch. D-4 and *Occupational Health and Safety Act*, R.S.A. 2000, Ch. O-2, including the *Occupational Health and Safety Code 2009 Order*, and any associated regulations and the applicable provisions respecting explosives, and its transportation, found in the current Calgary Fire Prevention Bylaw. In the event of any conflict, the *Contractor* must comply with the more stringent provision.
- (2) Notwithstanding Section 1.1(1):
 - (a) no blasting may be carried out without the prior written approval of *The City*; and
 - (b) *The City* or the owner of a utility located within the vicinity may require the *Contractor* to present it with a report by an *Engineer* containing sufficient information to demonstrate that any proposed blasting will be done in a reasonable and safe manner.

1.2 Work Adjacent to Pipelines

- (1) The *Contractor* will comply with, and ensure that its *Subcontractors* comply with, all requirements of the *Pipeline Act*, R.S.A. 2000, Ch. P-15 and associated regulations, Part 32 of the *Occupational Health and Safety Code 2009 Order*, and Energy Resources Conservation Board Guide 30: Guidelines for Safe Construction Near Pipelines (collectively referred to as the "**Pipeline Requirements**"). If any of the requirements of the *Agreement* are inconsistent with the *Pipeline Requirements*, the *Pipeline Requirements* will govern.
- (2) Prior to any work being carried out adjacent to a pipeline, the *Contractor* will provide *The City* with a written outline of how it plans to carry out its work under the *Agreement* in accordance with *Applicable Law*. In addition, prior to any work being carried out adjacent to a pipeline, the *Contractor* must provide all of its employees and *Subcontractors* that will be working around pipelines with the following information:
 - (a) The proper procedure for the location of pipelines, including a locate by way of contacting Alberta One Call;
 - (b) An appropriate emergency plan that includes a list of field location telephone numbers, Alberta One Call, and a list of emergency telephone numbers;

- (c) The estimated or expected location and elevation of all pipelines on the *Project Site*;
 - (d) The nature of the materials in the pipelines or, if no longer in use, the nature of the materials previously in the pipelines;
 - (e) Any health and safety risks and any dangers associated with striking, scraping or in any way damaging the pipelines; and
 - (f) The proper procedure for reporting any damage or disrepair of a pipeline.
- (3) Prior to any work being carried out adjacent to a pipeline, the *Contractor* is responsible for obtaining and distributing to all parties involved in the *Project* complete plans showing exact or expected locations and elevations of all pipelines on the *Project Site*.
- (4) The *Contractor* must ensure that the expected locations and elevations of all existing pipelines are clearly marked on the *Project Site*. The *Contractor* is responsible for ensuring that all markers for pipeline locations are in place at all times during construction, and is responsible for ensuring that markers are highly visible and consist of flagged stakes, snow fencing or equivalent.
- (5) The *Contractor* must ensure that:
- (a) pipelines are hand-exposed at selected points on the *Project Site*, especially where pipeline crossings occur or the pipeline is to be exposed; and
 - (b) equipment is kept at predetermined distances above the line and parallel to the line.
- (6) Notwithstanding locations and elevations provided on any plans, it is the sole responsibility of the *Contractor* to verify accuracy by hand exposing the pipeline or to verify accuracy by using other non-destructive means acceptable to *The City* and pipeline operator. The *Contractor* must provide notice to the pipeline operator and invite a representative to be present during such exposure activities.
- (7) For any *Work* in the vicinity of a pipeline, the *Contractor* must contact the pipeline operator at least 48 hours prior to the commencement of the *Work*. The *Contractor* will arrange for a representative of the pipeline operator to be present during certain construction operations unless the pipeline operator declines to send a representative to the *Project Site* while construction operations are undertaken near the pipeline.
- (8) Prior to any *Work* in the vicinity of a pipeline, the *Contractor* must ensure that all of the following requirements are met:
- (a) the *Contractor* has obtained written approval from the pipeline operator to carry out the excavation;
 - (b) arrangements are made for a representative of the pipeline operator to be present on *Project Site* to oversee the excavation and backfill stages and to inspect the pipeline;
 - (c) the pipeline representative has approved the excavation, utility support and backfill procedures;
 - (d) all pipeline locations have been verified and that the pipeline properly has been or is hand exposed or exposed in a non-destructive manner; and
 - (e) if required, adequate ramping has been constructed over all pipeline crossings.
- (9) If at any time a pipeline is struck, scraped, damaged, or in any way interfered with by the *Work*, the *Contractor* must immediately inform the pipeline operator, *The City*, the Alberta Energy Resources Conservation Board, and all other applicable regulatory agencies.

- (10) If a pipeline is struck, scraped, damaged or in any way interfered with by the *Contractor*, *The City* reserves the right to immediately shut down the *Project Site* until a meeting is held between the *Contractor* and *The City* at which time the *Contractor* will be required to provide a full report on the pipeline damage and what steps have been taken to rectify the situation.
- (11) The *Contractor* must meet or exceed the minimum construction requirements listed below in the absence of any requirements being specified by the owner or operator of the pipeline:
 - (a) All pipeline installations require a minimum of 0.80 metres of cover over the pipeline;
 - (b) All pipeline installations under road ditches require a minimum of 1.10 metres of cover over the line;
 - (c) Where heavy construction equipment will be crossing pipelines, adequate ramping over the pipeline must be constructed to the satisfaction of the owner or operator of the pipeline; and
 - (d) *Applicable Law*.

1.3 Historical Resources Act

- (1) The *Contractor* must comply, and must ensure that its *Subcontractors* comply, with the *Historical Resources Act*, R.S.A. 2000, Ch. H-9, any associated regulations, and any applicable bylaws.
- (2) Where in the course of the performance of the *Work* under the *Agreement*, any actual or suspected archaeological or historical artifacts are unearthed, the *Contractor* must immediately:
 - (a) suspend all operations in the vicinity of the find;
 - (b) notify *The City* of the location of the find and the nature of the materials, structures or artifacts found; and
 - (c) ensure that the *Project Site* is preserved until its significance can be assessed.
- (3) Any material delay caused through compliance with the *Historical Resources Act*, may result in a time extension only for performance of the *Agreement* and *The City* will not be obliged to pay any additional amount because of such delay.

1.4 Temporary Traffic Control, Calgary Police Service Coordination, Transit Re-Routing and interference with Waste Collection

- (1) Subject to Subsection 1.4(4) below, all temporary traffic control installation on *City* streets must be approved by *The City's* Traffic Engineer (as defined in the Calgary Traffic Bylaw (26M96) through the issuance of all required street use and other permits, prior to installation.
- (2) The *Contractor* will propose the type of temporary traffic control installations required and submit applications for approval as outlined below.
- (3) Applications for approval of proposed temporary traffic control plans (TTCP) must:
 - (a) be submitted via *The City's* ePermit website at www.Calgary.ca; taking the following submission and application approval timelines into account:
 - i. closure requests that will be active for 3 *Days* or less and do not modify signalized intersection operations, must be submitted no less than 5 *Business Days* prior to the date of the proposed closure.
 - ii. closure requests that will be active for 3 to 14 *Days* and do not modify signalized intersection operations, must be submitted no less than 10 *Business Days* prior to the date of the proposed closure; and

- iii. closure requests that are longer than 14 *Days*, include cycling network impacts, modify signalized intersection operations, include left turn bays/ left lane closures, impact Calgary Transit routes or close loading zones must be submitted no less than 15 *Business Days* prior to the date of proposed closure.
- (b) be submitted as professional work products and adhere to the following critical requirements:
- i. clearly legible;
 - ii. site-specific;
 - iii. drawn to scale with accurate spacing/distances included and created using professional software (CAD or equivalent);
 - iv. include street names and North arrow to provide context of work location and area road network;
 - v. include 24-hour site contact including name and contact phone number that is reachable during and outside of regular work hours;
 - vi. clearly state the specific set up and removal dates/times for temporary traffic control installations, including additional notes where required to indicate special conditions (e.g., use of flaggers, Calgary Police Service presence, local/resident/business access, covered signage, continuous or intermittent work, etc.);
 - vii. Include a company or logo of the *contractor* implementing and removing the TTCP;
 - viii. Include a legend for all plan elements including additional notes where required;
 - ix. include turn path analysis, with the design vehicle identified and minimum lane widths, to confirm vehicle maneuverability where applicable (e.g., narrowed lanes, turn lane closures, truck/bus turning radii, proposed detour routes for Transit buses as well as detour routes for waste and recycling vehicles, etc.);
 - x. TTCP base maps used must be verified and representative of current or expected conditions, including, but not limited to, existing traffic control devices (all signage and intersection controls), clearly visible pavement markings, curb lines, barriers, and semi-permanent infrastructure;
 - xi. conform to the latest edition of each of the following documents;
 - the "Manual of Uniform Traffic Control Devices for Canada";
 - *The City's* "Sign Code Manual" and
 - *The City's* "Temporary Traffic Control Manual" (TTCM) ;
 - xii. not include the use of temporary steel plates during the period from November 1 to March 31, unless otherwise directed by *The City* ;
 - xiii. be engineered and Authenticated, to meet APEGA's Authenticating Professional Work Products Professional Practice Standard, if required, as identified in the

Temporary Traffic Control Plan Requirement Flow Chart located on page 2 of the TTCM, or include one of the following design elements:

- steel plates;
 - concrete barriers;
 - overhead pedestrian protections;
 - lane crossovers; or,
 - vehicle turning templates.
- (4) *The City* will provide temporary traffic control for:
- (a) emergencies, as determined by *The City*;
 - (b) special events (e.g. parades, marathons); and
 - (c) film productions.
- (5) Prior to implementing a proposed TTCP, *The Contractor* will apply for and obtain all required street use permits and other permits via *The City's* ePermit website at www.calgary.ca.
- (6) Upon receipt of required permits, the *Contractor* will implement the approved temporary traffic control (install, inspect, maintain (including washing) and remove all approved temporary traffic control devices) with its own forces at its sole cost and expense.
- (7) The *Contractor* will perform, at a minimum, complete daily inspections of their temporary traffic control, including photograph, regardless of roadway classification or location and provide records to *The City Representative* upon request.
- (8) If the *Contractor* fails to install or maintain temporary traffic control, including temporary roadmarking, in accordance with the approved TTCP, *The City* may, pursuant to SGC Section 12.4, shut down *the Project Site* until the temporary traffic control deficiencies have been corrected. Should this occur, as per SGC Section 12.4(2), the *Contractor* will not be entitled to any additional time or compensation or claim against *The City*.
- (9) *The City* may, in its sole discretion, determine that additional non-safety related communication, advertising or signage is required to inform the public of upcoming lane closure(s) and associated detour(s). The *Contractor* will cooperate, determine cost, and obtain prior approval of the cost from *The City Representative* to, facilitate, procure, place, maintain and remove any such communication, advertising, or signage, as directed by *The City*. *The City* will compensate or reimburse the *Contractor* for all approved costs incurred by the *Contractor* for any extra work or materials provided by the *Contractor* for any such additional communication, advertising or signage required by *The City*.
- (10) At all times the *Contractor* must comply with the *Traffic Safety Act, R.S.A. 2000*, Ch. T-6, and any associated regulations. Should the *Contractor* damage or knock down a traffic control device, railway sign, or signal or traffic sign of any kind or a parking meter or become aware that the same has been damaged or knocked down, the *Contractor* must report the damage promptly to *The City*. Further, the *Contractor* must comply with *The City's* Street Bylaw 20M88 whenever and to the extent such provisions of either the act or the bylaw is applicable to the Work. If it is necessary to remove a sign or traffic control device on or adjacent to a public street to control, direct, warn or advise vehicles and the public using the street, *the Contractor* will reinstall the sign on a secure

portable stand not imbedded in the ground in a location as near as practical to the original location. The *Contractor* will immediately thereafter notify *The City* of the changed location of the sign. If the *Contractor* observes that any such sign has been moved from its intended position, the *Contractor* must promptly, replace any missing materials and report this matter to *The City*.

(11) In the event of an emergency, as it relates to temporary traffic control, the *Contractor* must act immediately to ensure the safety of the public and on-site workers, and immediately thereafter report full details of the emergency to *The City*.

(12) The *Contractor* will provide and maintain reasonable access to all public and private property adjacent to the *Project Site*. If any temporary closure of access is necessary, this must be coordinated with *The City* and reasonable notice must be provided by the *Contractor* to every resident and every business that will be affected.

(13) The *Contractor* will arrange with the *City* any re-routing of Transit vehicles that is needed to accommodate the Work. The *Contractor* must advise *The City* at least 14 Business Days prior to the date when re-routing is required to be put into effect.

(14) Where the Work of the *Contractor* will interfere with waste collection, the *Contractor* must notify *The City* at least 14 Business Days in advance of the Work. The *Contractor* must also notify every residence and every business affected by the interference at least 7 Days in advance of the Work, by delivery of a notice the form of which will be provided by *The City*.

(15) All temporary painted roadmarkings shall be installed on clean pavement, free of dirt and debris and other deleterious substances, with no excessive (i.e not more than 10%) overspray, no splattering of paint, straight and uniform in thickness, to the sole satisfaction of *The City*.

(16) If it is determined that Calgary Police Services (CPS) pay duty officers are required to support a TTC, *The City* will pay for the direct costs associated with the pay duty officers, only. The *Contractor* shall coordinate all CPS services as required to facilitate the approved traffic closure. *The City Representative* will provide billing codes to allow for CPS to bill *The City* directly.

1.5 Closing of Streets or Sidewalks

(1) The *Contractor* will prepare a schedule showing streets or sidewalks which are required to be closed or partially closed for the purposes of carrying out the Work. The schedule must be submitted in writing 3 Business Days in advance and approved by *The City* before commencing any Work. Work is prohibited between 06:00 and 09:00 hours, and between 15:00 and 18:00 hours Monday through Friday on all streets where parking is prohibited during these hours. Any Work occurring during the prohibited periods will be deemed unsatisfactory, and not be considered for payment. Where parking is restricted at all times a special permit is required from *The City*. Closures on Saturdays, Sundays and Public Holidays can only be permitted with at least 4 Days' advance notice and written approval by *The City*.

1.6 Hauling Routes, Load Limits and Weigh Scales

(1) The *Contractor's* hauling units and trucks must keep to designated truck routes. Any other haul routes which are not designated truck routes must be approved by *The City* prior to the *Contractor's* hauling units or trucks utilizing same.

(2) The *Contractor* will comply with the axle loadings and other weight requirements currently in force in the city of Calgary.

(3) For any *Agreement* where payment is to be made by unit weight, the *Contractor*, at its expense, may be required to provide, install and operate an approved scale or demonstrate other means of accurate unit weight tracking and documentation. If a scale is required to be installed:

- (a) The scale must be tested by the Measurement Branch of Industry Canada at the *Contractor's* expense prior to any material being weighed on the said scales and the customary certificate exhibited to *The City*. The scale will be retested at the *Contractor's* expense as often as *The City* may direct. The scale must be of a capacity sufficient to weigh any single axle or tandem loaded vehicle leaving the plant or pit in one operation;
 - (b) The scale for weighing materials must be equipped with an automatic printer providing a ticket or tape with the following information:
 - i. net weight;
 - ii. date;
 - iii. destination of load (code no.); and
 - iv. truck number;
 - (c) Truck tare must be established and recorded twice daily. The first tare is to be taken prior to the first morning load and second tare prior to the first afternoon load; and
 - (d) The *Contractor* is responsible for retaining the original copies of the haul cards in the scale house until the following working day when all such cards and a detailed summary sheet showing daily tonnage totals, tares and truck numbers are to be provided to *The City* on the *Project Site* before 16:00 hours.
- (4) The *Contractor* will submit the following for all transportation trucks, oversized vehicles or larger construction equipment (i.e. crane) entering the *Project Site*:
- (a) single axle load (kg);
 - (b) single axle spacing (m).

1.7 Performance Standards and Performance Tests

- (1) *Performance Tests* must be performed by the *Contractor* before the *Certificate of Substantial Completion* is issued.
- (2) Unless otherwise set out in the *Agreement*:
 - (a) *The City* will provide the necessary labour, materials, electricity, fuel, heat, chemicals, disposal of fluids and materials and water for the *Performance Tests*;
 - (b) The *Contractor* will carry out the *Performance Tests* in accordance with the direction set out in the *Technical Specifications*; and
 - (c) The *Contractor* will provide such guidance as directed in the *Technical Specifications* during the course of the *Performance Tests*.
- (3) When the *Contractor* determines that the *Work* will pass the *Performance Tests*, the *Contractor* will notify *The City* that the *Contractor* may perform the *Performance Tests* on, or to, the *Work*.
- (4) If the *Work*, or part of the *Work* (as applicable), passes one or more of the *Performance Tests*, *The City* will give notice acknowledging the success of the *Performance Test* to the *Contractor*.
- (5) If the *Work*, or part of the *Work* (as applicable), fails to meet one or more of the *Performance Tests*, *The City* will promptly provide notice of such failure to the *Contractor*, and *The City* may:
 - (a) reject such *Work*, or part thereof, which has failed to pass the *Performance Test*; or
 - (b) conditionally accept such *Work*, or part thereof, on conditions which *The City* will state in the notice to the *Contractor*.

- (6) If the *Work*, or part of the *Work* (as applicable), fails one or more of the *Performance Tests*, then the *Contractor* will:
- (a) reimburse *The City* for all *The City's* direct costs in performing the failed *Performance Tests*;
 - (b) prepare a report for *The City*, for *The City's* approval, proposing modifications or alterations to the *Work*, or part of the *Work* (as applicable), to bring the *Work* to a condition which the *Contractor* considers will pass the *Performance Tests* and meet the *Performance Standards*; and
 - (c) redo or repair the *Work*, or part of the *Work* (as applicable), and repair any damage to the *Work* which may have been caused while carrying out the *Performance Tests* to make the *Work* ready for a repeat of the failed *Performance Tests*.
- (7) If the *Work*, or part of the *Work* (as applicable), fails to pass one or more of the *Performance Tests* as a result of actions or omissions by *The City*, *The City* will promptly issue a *Change Order* providing a *Change* to the *Project Schedule* or the *Project Price*, or both, as the case may be, to the *Contractor* for such *Performance Tests* and the *Contractor* will proceed with its obligations relating to the *Performance Tests* as set out in the *Technical Specifications*.
- (8) If any revenue is generated from any of the *Performance Tests*, the revenue will be to the account of *The City*.

Part D: Insurance

SGC 13.1(1)(a) Required Contractor's Insurance

1.1 Other specific clauses, coverage or limits

(1) None

[or]

(1)

SAMPLE

SGC 13.1(8) Additional Contractor's Insurance

1.2 Professional Liability Insurance

(1) None

[or]

(1)

SAMPLE

SGC 13.2(1) City Procured Insurance

1.3 Course of Construction Insurance

(1) None

[or]

(1)

SAMPLE

1.4 “Wrap-Up” Commercial General Liability Insurance

(1) None

[or]

(1)

Part E: Project Specific Requirements

(1) None

[or]

See attached Schedule 3, Part E: Project Specific Requirements

SAMPLE

SCHEDULE 4
PROPOSED PROJECT SCHEDULE

Milestone	Date
Completion of <i>Design Services</i>	
	insert
	insert date
	insert date
	insert
<i>Scheduled Operational Date</i>	insert date**

SCHEDULE 5

TECHNICAL SPECIFICATIONS

SEE ATTACHED:

SCHEDULE 5-A: TECHNICAL SPECIFICATIONS – PART I

SCHEDULE 5-B: TECHNICAL SPECIFICATIONS – PART II
(To be attached upon completion of all *Design Stages*.)

See Schedule 2 – Delivery Method Requirements: Design-Build for a definition of *Technical Specifications*, *Technical Specifications – Part I*, and *Technical Specifications – Part II*.

SAMPLE

SCHEDULE 5-A
TECHNICAL SPECIFICATIONS – PART I

SAMPLE

SCHEDULE 5 – B

TECHNICAL SPECIFICATIONS – Part II

Technical Specifications – Part II and all *Final Documents* are to be attached to this Schedule 5-B (as Schedule 5-B.1) upon completion of all *Design Stages*.

See Schedule 5-B.1 attached

SAMPLE

**APPENDIX B
 PROPOSAL SUBMISSION FORM**

TO: The City of Calgary, Supply Management
CITY CONTACT:
RFP NUMBER:
PROJECT TITLE:
DATE:

Full Legal Name of Proponent:	
Any other name which the Proponent carries on business:	
Address (including City, Province/State, Country, Postal Code):	
Proponent website (if any):	
Name of Proponent Representative and Title:	
Proponent Representative Phone and Email:	<i>The Proponent is solely responsible for ensuring that the Proponent contact email account will accept all emails from The City.</i>
Name, Phone and Email of Proponent's Surety Agent:	

1. WE CONFIRM:
- (a) Proposal
 - i. we have examined the *RFP Documents* and have received all pages including all *Addenda*;
 - ii. we acknowledge that the content of all *Addenda* form part of the *RFP Documents*;
 - iii. the prices contained in our *Financial Submission* are based on either:
 - 1. the terms and conditions of the *RFP Documents*; or
 - 2. the *Proposed Modifications* to the *Sample Contract Letter* as set out in the Price Submission Form (Appendix C).
 - iv. we acknowledge and accept the limit of liability set out in *RFP Section 9.2*;
 - v. except as explicitly provided in the *RFP*, the submission of this *Proposal* creates no legal or contractual obligations or rights on *The City* or the *Proponent*, all as set out in *RFP Section 9.1*;

- vi. any negotiations with *The City* with respect to the *Sample Contract Letter* will assume that we will hold or improve our *Proposal* submitted and that, in the event that we do not hold or improve our *Proposal*, *The City* may, in its sole discretion, cease negotiations with us with respect to the *Sample Contract Letter*;
- vii. if we are identified as the *Successful Proponent*, we will provide to *The City* all documentation required by the *RFP Documents*.

(b) Communication and Information

- i. we have not discussed or communicated, directly or indirectly, with any other *Proponent*, any information whatsoever regarding the preparation of our *Proposal* or the *Proposal* of the other *Proponents* in a way that would contravene *Applicable Law*;
- ii. we have prepared and submitted our *Proposal* independently and without connection, knowledge, comparison of information or arrangement, direct or indirect, with any other *Proponent*;
- iii. to the best of our knowledge after reasonable inquiry, we, our *Proponent Team Members*, *Key Personnel* and all our respective *Advisors*, employees and representatives, have:
 - 1. conducted ourselves with integrity and propriety;
 - 2. not engaged in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of the *RFP Process*;
 - 3. not engaged in any inappropriate bidding practices or unethical behaviour in the course of this *RFP Process*; and
 - 4. complied fully with Sections 3.3.3, 3.7.3, 3.7.4 of the *RFP* and the provisions of any confidentiality agreement entered into in connection with the *RFP Process*.
- iv. where any *Background Information* is provided to us by *The City* in the course of the *RFP Process*, we confirm our *Proposal* is based on and relies solely upon our own examinations, interpretations, and judgment of such *Background Information* and not upon any statement, interpretation, or representation made by *The City* in any way whatsoever; and
- v. except through the *RFP Process*, we have not received *Confidential Information* of *The City* relevant to the *Project*.

(c) Applicable Laws and Tax Obligations

- i. at the time of submitting our *Proposal*, the *Proponent* and each *Proponent Team Member* is in full compliance with all tax obligations to *The City* and all returns required to be filed pursuant to any tax obligations have been paid or satisfactory arrangements for their payment have been made and maintained;
- ii. we have had the opportunity to obtain tax advice from our own *Advisors* and experts in relation to the *Project* or *Sample Contract Letter*; and
- iii. we have made ourselves familiar with all existing collective agreements, pension requirements, applicable labour provincial legislation and rulings of the Alberta Labour Relations Board as they relate to or may affect the performance, including cost of performance, of the *Sample Contract Letter*.

(d) Conflict of Interest

- i. to the best of our knowledge, the following is a complete list of *Conflicts of Interest* and include those:
 - 1. that have already been reported to *The City*; and
 - 2. individuals (as employees, *Advisors*, or in any other capacity) who participated in the preparation of the *Tender*; **AND**:
 - A. were employees of *The City* and ceased employment within twelve (12) months prior to the *Submission Deadline*;
 - B. are current employees of *The City*; or
 - C. are a spouse of a current employee of *The City*.

Name of Party:			
Details of Conflict of Interest:			
Brief description of nature of participation in preparation of the Proposal:			
Date of employment with <i>The City</i> (past or current): *if applicable			

- ii. upon request, we will provide *The City* with any additional information about each party identified above; and
- iii. **IF THE TABLE ABOVE IS LEFT BLANK**, we declare that (i) there was no *Conflict of Interest* in preparing the *Proposal*; and (ii) there is no foreseeable *Conflict of Interest* in performing the obligations set out the *RFP Documents*.

(e) Supplier Code of Conduct

- i. we have read and understood the *Supplier Code of Conduct* and will comply to the best of our ability.

2. WE REPRESENT AND WARRANT:

- (a) except where we have received written approval from *The City* in accordance with Section 3.5 of the RFP, there have been no changes to the *Proponent* or any of the *Identified Proponent Parties* and no changes to our *Prequalification Submission* (where applicable);
- (b) there have been no changes in circumstance that could impair our ability to perform the obligations under the *Sample Contract Letter*; and
- (c) **EXCEPT FOR THOSE ACTIONS, SUITS OR PROCEEDINGS SET OUT AS FOLLOWS** there are no actions, suits or proceedings pending that could have a material adverse effect on our ability to carry out the *Project* or, to the best of our knowledge after reasonable inquiry, threatened against us or any *Proponent Team Member* and we are not aware of any ground on which such an action, suit or proceeding might be commenced:

1.	
2.	
3.	
4.	

- 3. WE AGREE that any information provided in the *Proposal*, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal.
- 4. WE ACKNOWLEDGE AND AGREE that:
 - (a) we may sign this *Proposal Submission Form* by *Electronic Signature* and the *Electronic Signature* will be considered to bind the *Proponent*;

(b) by submitting this *Proposal Submission Form* with an *Electronic Signature*, we are deemed to have consented to the use and acceptance of such *Electronic Signature* and acknowledge that such *Electronic Signature* has the same force and effect as a handwritten signature.

SIGNATURE PAGES FOLLOW – NOTE TO PROPONENTS: The *Proponent* must complete the *Proposal Submission Form* in a manner which legally binds the *Proponent*.

ELECTRONIC SIGNATURE:

Insert full legal name of proponent (company) in the space above

OR

HANDWRITTEN SIGNATURE:

Include signature of person authorized to bind the proponent in the space above

ATTENTION:

I confirm that the below is the Electronic Signature of the proponent. By clicking on “Submit Entire Response” in the ARIBA portal to upload this Submission Form and all other related documentation in the process of submitting a proposal, I confirm that I have the authority to fulfil the proponent’s intentions to submit the proposal.

Print or type name of individual signing proposal in the space above

Print or type name of individual submitting proposal or apply electronic signature in the space above

**APPENDIX C
PRICE SUBMISSION FORM**

TO: The City of Calgary, Supply Management

CITY CONTACT:
RFP NUMBER:
PROJECT TITLE:
DATE:
**NAME OF
PROPONENT:**

OPTION A: TO BE COMPLETED BY A PROPONENT ONLY IF THE CITY REQUIRES THE PROPONENT TO SUBMIT A PROJECT PRICE (as indicated by an “✓” in the box next to “PROJECT PRICE”)

ALL PRICING MUST EXCLUDE GST

****Pricing based on the terms, conditions and *Technical Specifications – Part I* as set out in the *Sample Contract Letter*. Pricing includes all costs related to providing the *Work*.**

PROJECT PRICE: *The City* requires the *Proponent* to submit a firm *Project Price* for performance of all *Work*. The *Proponent's Project Price* is:

\$ _____ [amount to be inserted by *Proponent*]

OPTION B: PART B-1 AND PART B-2 TO BE COMPLETED BY A PROPONENT ONLY IF THE CITY HAS SPECIFIED A PROJECT BUDGET (as indicated by an “✓” in box next to “PROJECT BUDGET” and *The City's* insertion of a *Project Budget* amount)

ALL PRICING MUST EXCLUDE GST

PROJECT BUDGET: *The City* has specified a *Project Budget* for the *Work* to be performed for the *Project* that is:

\$ _____ [amount to be inserted by *The City*]

[SEE NEXT PAGE]

If *The City* has identified a *Project Budget* in this OPTION B, the *Proponent* must complete PART B-1 and PART B-2 below.

PART B-1: COSTS OF DESIGN SERVICES

Line 1	Percentage of <i>Project Budget</i> to be allocated for costs of <i>Design Services</i>	_____ %
---------------	--	---------

See Appendix G – Part 3 - B – Financial Submission Evaluation, OPTION B, Section 1 for terms concerning the costs of *Design Services*.

PART B-2: ALLOCATION OF COSTS OF DESIGN SERVICES FOR EACH DESIGN STAGE

Design Stage	Percentage of <i>Project Budget</i>	Amount
<i>Design Stage 1</i>	_____ %	\$ _____
<i>Design Stage 2</i>	_____ %	\$ _____
<i>Design Stage 3</i>	_____ %	\$ _____
<i>Permits, Licenses and Approvals, Contractor Commissioning, Warranty Work for Design Services</i>	_____ %	\$ _____
Total cost of <i>Design Services</i> [as set out in PART B-1, Line 2]		\$ _____

See Appendix G – Part 3 - B – Financial Submission Evaluation, OPTION B, Section 2 for terms concerning the allocation of costs of *Design Services* between each *Design Stage*.

**APPENDIX D
 PROPONENT TEAM DECLARATION**

NOTE to Proponents: This form is to be completed only if the *Proposal* is submitted by a team of *Proponents*. If the *Proponent* is not comprised of multiple team members then the submission of the *Proponent Team Declaration* is not necessary.

A. DEFINITIONS

Unless otherwise defined in this *Proponent Team Declaration*, capitalized terms and expressions used in this *Proponent Team Declaration* have the meanings given to them in the *RFP Documents*.

B. LEAD PROPONENT

The *Proponent*, as identified on the *Proposal Submission Form*, must be a single legal entity and will be considered the *Lead Proponent* of the *Proponent Team* described in this form.

C. IDENTITY OF PROPONENT TEAM

In addition to the *Lead Proponent*, the following legal entities are *Proponent Team Members*:

The members of the *Proponent Team* are:

	Full Legal Name	Prequalification with <i>The City</i>
<i>Lead Proponent</i>	Legal name	
<i>Proponent Team Member</i>	**insert legal name**	
<i>Proponent Team Member</i>	insert legal name	
<i>Proponent Team Member</i>	full legal name	
<i>Proponent Team Member</i>	insert legal name	

D. CONFIRMATION OF LEAD PROPONENT

****This section to be completed and signed by the *Lead Proponent* ****

The *Lead Proponent*, with the agreement and authorization of the *Proponent Team Members* and for the purpose of all matters related to the *RFP* and the *Proposal*, confirms that it will:

- (a) sign on behalf of the *Proponent Team*, the *Proposal Submission Form*;

- (b) enter into and execute the *Finalized Contract Letter* for the provision of the services by the *Proponent Team*;
- (b) be held responsible and liable for the provision of the services by the *Proponent Team*;
- (c) accept payment for the provision of the services on behalf of the *Proponent Team Members*;
- (d) receive instructions for and on behalf of the *Proponent Team*; and
- (e) act as the single point of contact for *The City*, including, but not limited to, for any negotiation, dispute resolution process and settlement of disputes associated with the *RFP* and/or *Proposal* and/or *Agreement*.

The *Lead Proponent*, as a *Proponent Team Member*, confirms all matters set out in Section E. below.

In witness whereof and as a legally authorized representative and signatory of the *Lead Proponent*, I/We execute this form as of the date indicated below.

_____ Date (YYYY-MM-DD)

_____ Legal Name of *Lead Proponent*

Per: _____

Name

_____ Title

Per: _____

Name

_____ Title

I/We have authority to bind the *Lead Proponent*.

E. CONFIRMATION OF PROPONENT TEAM MEMBER(S)

****This section to be completed and signed by each *Proponent Team Member* other than the *Lead Proponent*****

Each *Proponent Team Member*, for the purpose of all matters related to the *RFP* and/or the *Proposal*, confirms that it:

- (a) consents to its inclusion as a member of the *Proponent Team*;

- (b) confirms that the *Proposal* accurately reflects the qualifications of the *Proponent Team Member* and there have been no changes to its *Prequalification Submission* (where applicable);
- (c) consents to *The City* performing reference checks in respect of the *Proponent Team Member*;
- (d) understands and agrees that any information included in the *Proposal*, even if it is identified as being supplied in confidence, may be disclosed by *The City* where required by law or by order of a court or tribunal;
- (e) has examined the *RFP* and has a clear understanding of the scope of work and performance requirements described in the *RFP*;
- (f) grants authority to the *Lead Proponent* to do any or all of the following on its behalf:
 - (i) sign, through *Electronic Signature* or otherwise, on behalf of the *Proponent Team Members* the *Proposal Submission Form*;
 - (ii) submit the *Proposal*;
 - (iii) enter into or execute the *Finalized Contract Letter*;
 - (iv) incur liability;
 - (v) accept payment;
 - (vi) receive instructions;
 - (vii) act as the single point of contact for *The City*; and
 - (viii) participate in any negotiation, dispute resolution process and settle disputes associated with the *RFP* and/or *Proposal* and/or the *Agreement*.

In witness whereof and as a legally authorized representative and signatory of the *Proponent Team Member*, I/We execute this form as of the date indicated below.

Date (YYYY-MM-DD)

Legal Name of *Proponent Team Member*

Per: _____
Name

Title

Per: _____
Name

Title

I/We have authority to bind the *Proponent Team Member*

Date (YYYY-MM-DD)

Legal Name of *Proponent Team Member*

Per: _____
Name

Title

Per: _____
Name

Title

I/We have authority to bind the *Proponent Team Member*.

Date (YYYY-MM-DD)

Legal Name of *Proponent Team Member*

Per: _____
Name

Title

Per: _____
Name

Title

I/We have authority to bind the *Proponent Team Member*.

Date (YYYY-MM-DD)

Legal Name of *Proponent Team Member*

Per: _____
Name

Title

Per: _____
Name

Title

I/We have authority to bind the *Proponent Team Member*.

APPENDIX E

CONSENT OF SURETY

Should it be required, the surety company executing this Consent of Surety hereby agrees, if the Proposal is awarded in accordance with the Request for Proposals for

to become bound as surety in either a Contract Performance Bond or a Contract Performance Bond and Labour and Material Payment Bond, as specified in the Information Table, each to be in the form containing the provisions and executed as required by the Agreement for fifty percent (50%) of the Project Budget for the fulfilment of the Agreement for the work covered by the Agreement and for the payment by the Proponent for all amounts owing by the Proponent in connection with a contract which may be awarded to

at the prices set forth in the RFP Documents. The surety company satisfactory to The City and allowed by the laws of the Province of Alberta to issue Contract Performance Bonds and Labour and Material Payment Bonds in Alberta is worth, over and above its present liabilities, the amount of the Bonds required by the Agreement to be provided by the Proponent.

Unless the surety company issuing this Consent of Surety executes the same under its corporate seal, The City may discontinue consideration of the Proposal to which the Consent of Surety refers.

The form of the Bonds included in the Agreement must be used.

The surety company issuing this Consent of Surety must have an office in the Province of Alberta or be represented by an agent with an office in the Province of Alberta.

SIGNED, SEALED AND DELIVERED BY:

The Surety:

Surety Company

Name of Person Signing

Signature

(Affix Seal)

CONTRACT PERFORMANCE BOND

Surety Company's Bond No. _____ Bond Amount \$ _____

KNOW ALL MEN BY THESE PRESENT THAT

of _____ in the province of _____
(the "Principal")

AND
of Surety Company

a corporation created and existing under the laws of Canada and satisfactory to The City Solicitor and allowed by the laws of the Province of Alberta to transact the business of Suretyship in all Provinces and all Territories of Canada as Surety, (hereinafter called "the Surety"), are held and firmly bound unto The City of Calgary, a municipal corporation, as Obligee, (hereinafter called "The Obligee", in the amount of _____ dollars (\$ _____) lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the _____ day of _____, 20 ____ for _____

in accordance with the RFP Documents submitted therefore which are by reference made part hereof and are hereinafter referred to as "the Contract";

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions or
2. Obtain a bid or bids for submission to the Obligee for completing the Contract in accordance with its terms and conditions, and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date of the Substantial Completion Certificate.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have signed and sealed this Bond this _____ day of _____, 20 _____

SIGNED, SEALED AND DELIVERED BY:

The Principal:

Name of Person Signing

Signature (Affix Seal)

The Surety:

Surety Company

Name of Person Signing

Signature (Affix Seal)

LABOUR AND MATERIAL PAYMENT BOND

Surety Company's Bond No. _____ Bond Amount \$ _____

KNOW ALL MEN BY THESE PRESENT THAT

_____ of _____ in the province of _____
(the "Principal")

AND

_____ a corporation created and existing under the laws of Canada and satisfactory to The City Solicitor and allowed by the laws of the Province of Alberta to transact the business of Suretyship in all Provinces and all Territories of Canada as Surety, (hereinafter called "the Surety"), are held and firmly bound unto The City of Calgary, a municipal corporation, as Trustee, (hereinafter called "the Obligee") for the use and benefit of claimants as herein below defined, in the sum of _____ dollars (\$ _____), lawful money of Canada to be paid to the Obligee, its successors or assigns, and the said Principal and Surety bind themselves and each of them and their respective successors, heirs, executors, administrators and assigns jointly and severally, to pay the said sum under terms of these presents:

WHEREAS the Principal has entered into a written Contract (hereinafter called "the Contract") with the Obligee, dated _____ day of _____, 20 ____, being Contract No. _____ and which Contract is by reference made a part hereof;

AND WHEREAS it is a term of the Contract that Labour and Material Payment Bond be provided in favour of the Obligee, as contained herein;

NOW THEREFORE the conditions of this obligation are such that if the Principal shall make payment to all claimants for all labour and material used or reasonably required for use in the

performance of the Contract and should payment be properly made, then this obligation shall be null and void; otherwise, this obligation and these conditions will remain in full force and effect, subject to the following conditions:

1. For the purpose of this bond:
 - (a) “claimant” means a person, including a body corporate, or a partnership, and the heirs, executors, administrators or other legal representatives of a person to whom the context can apply according to law, who has provided labour and material and who has not been paid for the same by the Principal or a subcontractor, in accordance with the Principal’s or subcontractor’s obligation to do so, provided that a person who rents equipment to the Principal or a subcontractor to be used in performance of the Contract under a contract which provides that all or a part of the rent is to be applied towards the purchase thereof, shall only be a claimant to the extent of the prevailing Obligee rental rates for the period during which the equipment was used in the performance of the Contract.
 - (b) “labour and material” means labour, equipment, materials or services used or reasonably required for use in the performance of the Contract.
 - (c) “services” means water, gas, electrical power, light, heat, oil, gasoline, steam, telephone, architectural, engineering and technical services, construction camp rental and catering, and other similar services, consumed or incurred, by the Principal or a subcontractor, at the Place of the Work and in the performance of the Work of the Contract.
 - (d) “subcontractor” means
 - (i) a person not contracting directly with the Obligee, but contracting with a contractor who holds a contract with the Obligee, for the provision of labour and materials, and
 - (ii) a person contracting with the first person mentioned in subclause (i) for the provision of labour and material.
2. The Surety acknowledges and agrees that Surety means a person who guarantees to the Obligee the payment of creditors.
3. The Principal and the Surety hereby jointly and severally agree with the Obligee, as Trustee, that every claimant who has not been paid as provided for under the terms of his contract with the principal or subcontractor before the expiration of a period of 90 days after the date on which the last of such claimant’s work or labour was done or performed or materials were furnished by such a claimant, may, as beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgement for such sum or sums as may be justly due to such claimant under the terms of his contract with Principal or subcontractor, and have execution thereon; provided that the Obligee is not

obliged to do or take any act, action or proceeding against the Surety on behalf of any claimant to enforce the provisions of this Bond. If an act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding, then such act, action or proceeding shall be taken on the understanding and basis that the claimant who takes such act, action or proceeding shall indemnify and save harmless the Obligee against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligee by reason thereof; provided still further that, subject to the foregoing terms and conditions, a claimant may use the name of the Obligee to sue on and enforce the provisions of this Bond.

4. No suit or action shall be commenced pursuant to clause 3 hereof by any claimant unless such claimant shall give notice within the time limits hereinafter set forth, to each of the Principal, Surety and Obligee, stating the amount that is claimed. Such notice shall be served by mailing the same to Principal, Surety and Obligee at the addresses shown in this bond, or served in any manner in which legal process may be served in the Province of Alberta. Such notice shall be given:
 - (a) in respect of any claim for the amount or any portion thereof required to be held back from the claimant by the Principal or subcontractor under the terms of the claimant's contract with the Principal or subcontractor, within 120 days after such claimant should have been paid in full under the claimant's contract with the Principal or subcontractor.
 - (b) in respect of any claim other than for the holdback or portion thereof, referred to above, within 120 days after the date upon which such claimant did or performed the last of the work, or furnished the last materials for which such claim was made under the claimant's contract.
5. Any suit by a claimant under this Bond shall be instituted before the expiration of one (1) year from the date on which the Principal ceased work on the Contract, including work on the Contract, including work under the guarantees and warranties provided in the Contract, and shall be instituted in a court of competent jurisdiction in the Province of Alberta.
6. Upon receipt, at the address shown in this bond, by the Surety, of a notice of claim from a claimant, the Surety shall:
 - (a) immediately commence its investigation of the claim, and
 - (b) within fifteen (15) days, send, in writing, to the claimant and the Obligee, an acknowledgement of the notice of claim and a statement of the procedures to be followed by the claimant in order to attempt to settle the claim.

7. Pursuant to clause 6 hereof and following compliance with the procedures referred to in clause 6 and;
 - (a) providing the claim not being disputed, the Surety or the Principal, or both, shall make payment to the claimant within thirty (30) days after the date of agreement on the quantum of the claim; or
 - (b) in the event the claim is being disputed, the Surety or the Principal, or both, shall, within thirty (30) days, notify, in writing, the claimant and the Obligee of the dispute, setting out the grounds of dispute.
8. Any material change in the Contract between the Principal and the Obligee shall not prejudice the rights or interests of any claimant under this Bond, who is not instrumental in bringing about or has not caused such change.
9. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, by the Surety.
10. Where the aggregate of claims appears to the Obligee to exceed the sum of the bond amount and money due and payable to the Principle, the Obligee and the Surety may agree to suspend payment until all claimants have substantiated their claims.
11. The Surety shall not be liable for a greater sum than the maximum amount specified in this Bond.

[SEE NEXT PAGE]

**APPENDIX F
 REFERENCE FORM**

Each *Proponent* is required to provide the references as set out in the *Information Table*.

Reference No. 1	
Company Name: [Identify <i>Sub-Consultant(s)</i>]	
Company Address:	
Contact Telephone Number:	
Contact Email Address:	
Date Work Undertaken:	
Nature of Assignment: [Describe <i>Design Services</i> and <i>Construction Services</i> provided]	
Value of Assignment:	
Reference No. 2	
Company Name: [Identify <i>Sub-Consultant(s)</i>]	
Company Address:	
Contact Telephone Number:	
Contact Email Address:	
Date Work Undertaken:	
Nature of Assignment: [Describe <i>Design Services</i> and <i>Construction Services</i> provided]	
Value of Assignment:	
Reference No. 3	
Company Name: [Identify <i>Sub-Consultant(s)</i>]	
Company Address:	
Contact Telephone Number:	
Contact Email Address:	
Date Work Undertaken:	
Nature of Assignment: [Describe <i>Design Services</i> and <i>Construction Services</i> provided]	
Value of Assignment:	

APPENDIX G
Part 1
PROPOSAL FORMAT, SUBMISSION AND EVALUATION

1.0 Language of the Proposal

- (a) The *Proponent* must submit its *Proposal* in English.

2.0 Organization of the Proposal

- (a) The *Proponent* should submit its *Proposal* using the same headings and numbering system as set out in Part 2 and Part 3 of this Appendix G.
- (b) If information in a *Proponent's Proposal* is relevant to more than one heading or numbered section in the *Proposal*, the *Proponent* should ensure that either the information is repeated in each relevant section or that specific cross references are included to indicate where the information can be found in the *Proposal*. Otherwise, in evaluating and scoring a particular *Evaluation Category* (corresponding to a particular section of the *Proposal*), relevant information found elsewhere in the *Proposal* may not be taken into account.
- (c) The *Proponent* is encouraged, where possible, to use drawings, illustrations and diagrams to emphasize or explain a component of its *Proposal*.

3.0 Proposal Format

- (a) The *Proponent's Proposal* must adhere to the following format:
- (i) single spaced text, not smaller than 11-point font, except in tables and figures where size 10-point font is acceptable;
 - (ii) sequentially numbered pages in each section of the *Proposal*;
 - (iii) table of contents that includes page numbers, exhibits, tables, attachments and appendices;
 - (iv) drawings, renderings and similar documents readable to 11" x 17" or 22" x 34"; and
 - (v) each component of the *Proposal* will be limited to the maximum number of pages indicated in Part 2 and, if applicable, Part 3 of this Appendix G. *Proponents* are advised that the page limits set out in Part 2 and, if applicable, Part 3 of this Appendix G assume that all sheets of paper submitted have content on one side only. For example, if the page limit is 20 pages, this means a maximum of 20 sheets of paper if the printing is single-sided. If the printing is double-sided, this means a maximum of 10 sheets of paper.
- (b) The City may, in its sole discretion, exclude pages and/or sections from the *Proposal* that do not meet the requirements set out in Section 3.0(a).

4.0 Proposal Submission

- (a) *Proposals* must be submitted electronically through *SAP ARIBA*.

- (b) The electronic copy of a *Proponent's Proposal* as submitted online through SAP ARIBA and downloaded by *The City* will be the "Original Copy" of the *Proposal*.

5.0 Evaluation Categories and Points

- (a) The contents of the *Technical Submission* will be evaluated against the technical evaluation categories set out in Part 2 of this Appendix G and the contents of the *Financial Submission* will be evaluated against the evaluation categories set out in Part 3 of this Appendix G, if any (collectively, the "**Evaluation Categories**").
- (b) The *Technical Submission Evaluation Categories* and the *Financial Evaluation Categories* are summarized in the "Evaluation Categories" table below. The organization and structure of the *Evaluation Categories* correspond to the organization and structure of the *Technical Submission Requirements* set out in Part 2 of this Appendix G and the *Financial Submission Requirements* set out in Part 3 of this Appendix G.
- (c) The evaluation and scoring process will award points in each *Evaluation Category*. As few as zero points will be awarded for each *Evaluation Category* in which the *Technical Submission* does not adequately satisfy the *Technical Submission Requirements*, or in which the *Financial Submission* does not adequately satisfy the *Financial Submission Requirements*. The maximum points available for each *Evaluation Category* are set out in the *Evaluation Categories* table below.

[SEE NEXT PAGE]

Evaluation Categories	Score
<p>**COMPLETE ONLY IF A REQUIREMENT FOR PRIME CONTRACTOR FOR SAFETY IS CHECKED IN THE INFORMATION TABLE UNDER “EVALUATION SUMMARY”</p> <p>A-1. TECHNICAL SUBMISSION: PRIME CONTRACTOR FOR SAFETY – <i>Proponent</i> must satisfy the <i>Prime Contractor for Safety</i> requirements set out in Appendix G, Part 2, Attachment G-2.1</p>	[PASS/FAIL]
TOTAL POSSIBLE SCORE – PART A-1	
Minimum Required Score to achieve PASS	
<p>A. TECHNICAL SUBMISSION</p>	[score for Technical Submission]
TOTAL POSSIBLE SCORE – PART A – TECHNICAL SUBMISSION	
Minimum Required Score (if applicable—see Information Table)	
B. FINANCIAL SUBMISSION	
<p>(Based on either OPTION A – PROJECT PRICE or OPTION B – PROJECT BUDGET as specified in Appendix C – Price Submission Form)</p>	[score for Financial Submission]
<p>OPTION A: PROJECT PRICE</p> <p>Project Price: (Based on score achieved in Appendix G – Part 3: Part B, Financial Submission Evaluation, OPTION A, Section 1, and based on the <i>Draft Contract Letter</i> and <i>Technical Specifications – Part I.</i>)</p>	
TOTAL POSSIBLE SCORE – FINANCIAL SUBMISSION – OPTION A	[]
<p>OPTION B: PROJECT BUDGET</p> <p>Cost of Design Services: (Based on score achieved in Appendix G – Part 3: Part B-Financial Submission Evaluation, OPTION B, Section 1.)</p>	
TOTAL POSSIBLE SCORE – FINANCIAL SUBMISSION – OPTION B	10
TOTAL POSSIBLE SCORE OF PROPOSAL	[]

APPENDIX G
Part 2
TECHNICAL SUBMISSION REQUIREMENTS

A. TECHNICAL SUBMISSION

The *Technical Submission* should provide sufficient information, as set out in Part B, to reasonably demonstrate to *The City* that the *Proponent* can meet the responsibilities and obligations as required in the *Sample Contract Letter*. *Proponents* are requested to be concise and limit their *Technical Submission* to no more _____ pages of 11 x 8.5 inch paper (letter size). **Appendices, table of contents, dividers, organizational charts and personnel resumes will not count towards the page limit.** *Proponents* should not submit any information other than what is specifically required by this *RFP*. *Proponents* are strongly encouraged to be clear and succinct in their *Technical Submissions*.

B. TECHNICAL SUBMISSION REQUIREMENTS

The requirements for the *Technical Submission* are set out in the table below:

- Proponent* is required to pass an evaluation for *Prime Contractor for Safety*.
 (Check box if *RFP* is not being issued to pre-qualified contractors and *Proponent* must pass the evaluation for *Prime Contractor for Safety* in Attachment G-2.1.)

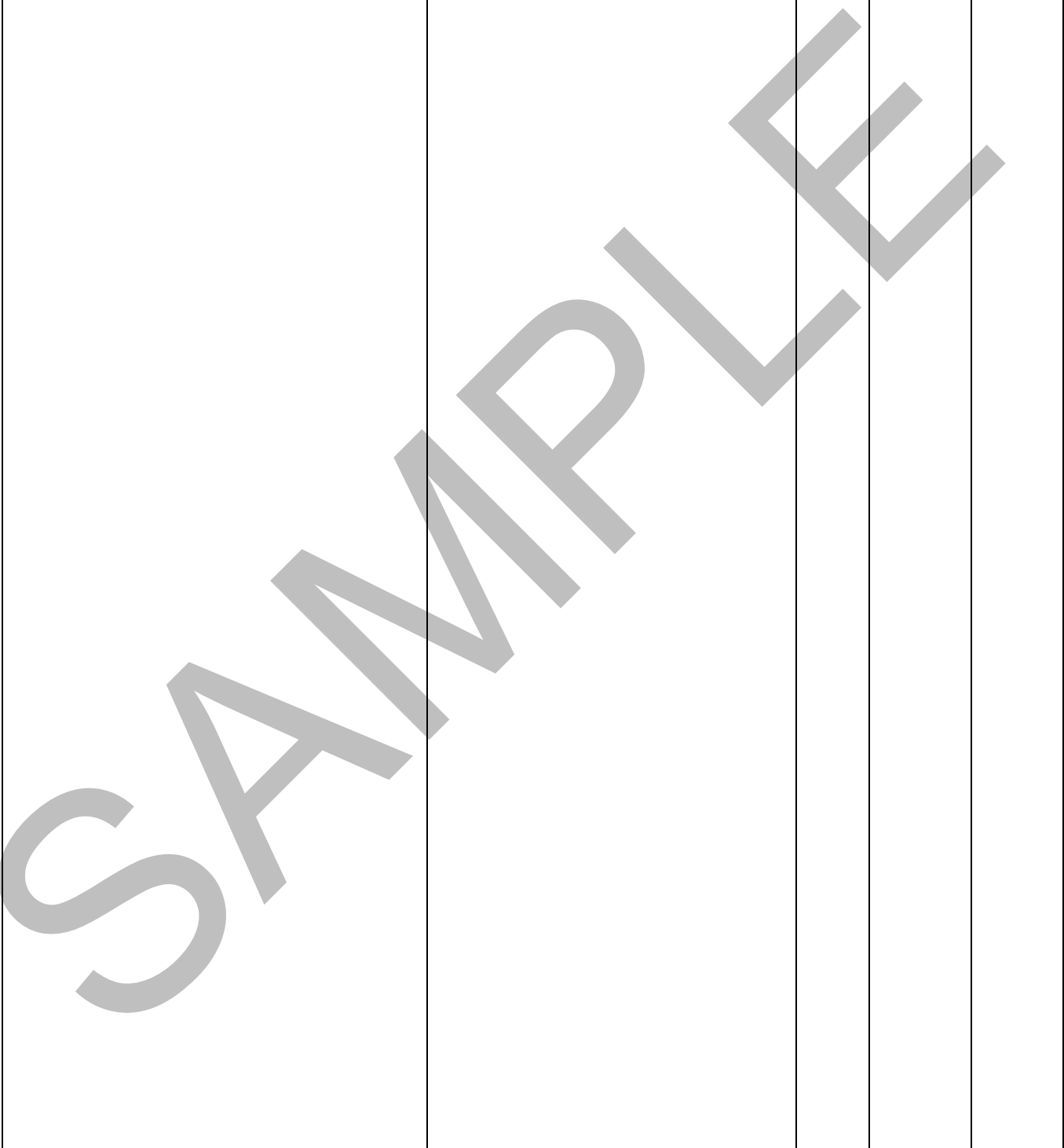
Submission Requirements	Evaluation Criteria	PASS	FAIL
A-1 TECHNICAL SUBMISSION: PRIME CONTRACTOR FOR SAFETY			
TOTAL POSSIBLE MAXIMUM SCORE			
Minimum Required Score to achieve PASS			

Submission Requirements	Evaluation Criteria	Rating	Weight	Maximum Score
A. TECHNICAL SUBMISSION				

Submission Requirements	Evaluation Criteria	Rating	Weight	Maximum Score
<p>SAMPLE</p>				

Submission Requirements	Evaluation Criteria	Rating	Weight	Maximum Score
<p>SAMPLE</p>				

Submission Requirements	Evaluation Criteria	Rating	Weight	Maximum Score
<p>SAMPLE</p>				

Submission Requirements	Evaluation Criteria	Rating	Weight	Maximum Score
				

Submission Requirements	Evaluation Criteria	Rating	Weight	Maximum Score
<p style="font-size: 100px; opacity: 0.3; transform: rotate(-30deg);">SAMPLE</p>				

Submission Requirements	Evaluation Criteria	Rating	Weight	Maximum Score
SAMPLE				

Submission Requirements	Evaluation Criteria	Rating	Weight	Maximum Score
TOTAL POSSIBLE MAXIMUM SCORE				
<i>Minimum Technical Score (if applicable – see Information Table)</i>				

C. TECHNICAL SUBMISSION EVALUATION

The *Technical Submission* will be evaluated and scored as follows:

- (1) If “A-1 - Technical Submission – Prime Contractor for Safety” is required to be completed above, the *Proponent* will receive a pass/fail on the *Prime Contractor for Safety* requirements.
- (2) An overall rating for each remaining submission requirement described above will be assigned based on an overall 0 to 10 scale according to the defined evaluation criteria listed above.
- (3) The score for each remaining submission requirement will be determined by multiplying the rating by the weight assigned to that submission requirement. The sum of all scores will be the total score for the *Technical Submission*.
- (4) The City reserves the right to reject any *Proposal* that fails the *Prime Contractor for Safety* requirements or receives a rating of zero (0) on any section of the evaluation criteria.

APPENDIX G
Part 2 – Attachment G-2.1
PRIME CONTRACTOR FOR SAFETY REQUIREMENTS

The City will evaluate the capability of the *Proponent* to assume the role and function of *Prime Contractor for Safety*.

The *Proponent* must submit the following documentation to *The City*:

- (a) Letter of good standing with the *Worker’s Compensation Board*;
- (b) *Certificate of Recognition (COR)* or *Small Employer Certificate of Recognition (SECOR)* or approved equivalent;
- (c) A safety management system, or sample safety plan for the *Project Site(s)*, which, at a minimum includes a detailed description set out in the table below:

Submission Requirements	Evaluation Criteria	Rating	Weight	Maximum Score
A. TECHNICAL SUBMISSION: PRIME CONTRACTOR FOR SAFETY				
<p>1. Hazard Assessment Specifically address the frequency, participation of <i>Proponent’s workers and Subcontractors</i>, and their adherence to hierarchy or controls. <i>Supporting documentation for this section may include: hazard identification, assessment and control procedures, related forms/templates.</i></p>	<ul style="list-style-type: none"> • Effectiveness of hazard identification, assessment and control procedures and comprehensiveness of related forms/templates. 			
<p>2. Project Orientation Specifically addresses the communication of safety expectations and compliance to all <i>Proponent’s workers, Subcontractors</i> and visitors at the worksite. <i>Supporting documentation for this section may include: worksite inspection templates, schedule/tracking of inspections forms.</i></p>	<ul style="list-style-type: none"> • Effectiveness of communication of safety expectations and compliance protocols for all <i>Proponent’s workers, Subcontractors</i> and visitors at the worksite. 			
<p>3. Worksite Inspections</p>	<ul style="list-style-type: none"> • Demonstrated effectiveness of corrective actions and controls, and 			

Submission Requirements	Evaluation Criteria	Rating	Weight	Maximum Score
<p>Specifically address the frequency, participation and identification of corrective actions and controls, follow up on corrective actions and sharing results to workers.</p> <p><i>Supporting documentation for this section may include: worksite inspection templates, schedule/tracking of inspections forms.</i></p>	<p>follow-up procedures relating to breaches of safety protocols.</p>			
<p>4. Safety Meetings</p> <p>Specifically address the frequency and topics covered in regular meetings, attendance and participation requirements.</p> <p><i>Supporting documentation for this section may include: templates for recording meeting notes, examples of safety meeting agendas.</i></p>	<ul style="list-style-type: none"> • Comprehensiveness of meeting agendas, protocols for attendance and monitoring of participation. 			
<p>5. Incident Reporting and Investigation</p> <p>Specifically address reporting and investigation requirements, requirement for root cause analysis, follow through on corrective actions and sharing results with workers.</p> <p><i>Supporting documentation for this section may include: template for incident reports, follow-up documentation for investigation work, tools for documenting findings, procedure to share information with affected workers, documentation for implementing corrective action.</i></p>	<ul style="list-style-type: none"> • Comprehensiveness of investigation and reporting of safety incidents. 			
<p>6. Emergency Preparedness and Response</p> <p>Specifically address how potential emergencies will be identified and responded to, equipment, training, roles of workers/first responders,</p>	<ul style="list-style-type: none"> • Comprehensiveness of emergency response plans, including identification of emergencies, adequacy of emergency equipment, and training for workers/first responders. 			

Submission Requirements	Evaluation Criteria	Rating	Weight	Maximum Score
<p>and consideration of emergency events that may occur on <i>City</i> worksites.</p> <p><i>Supporting documentation for this section may include: sample emergency response plans.</i></p>				
<p>7. Rules for Non-Compliance Specifically address how the company responds to safety violations.</p> <p><i>Supporting documentation for this section may include: progressive disciplinary measures.</i></p>	<ul style="list-style-type: none"> Effectiveness of protocols for violations of safety requirements. 			
<p>8. Fitness for Duty / Fatigue Management Specifically address company drug and alcohol response, hours of work, management of overtime, professional driver requirements.</p> <p><i>Supporting documentation for this section may include: tracking of hours, worked/distances driven and/or limitation procedures for being on duty/driving; employee communications regarding Alberta labour standards for limiting of hours and hour between shifts, etc.</i></p>	<ul style="list-style-type: none"> Effectiveness of the <i>Proponent's</i> policies/protocols for the following: <ul style="list-style-type: none"> drug and alcohol policies; hours of work; management of overtime; and professional driver requirements. 			
<p>9. Personal Protective Equipment (PPE) Specifically address selection for type of work and specific worksite, use and maintenance.</p> <p><i>Supporting documentation for this section may include: checklist for type of work, specialized PPE lists for tasks.</i></p>	<ul style="list-style-type: none"> Comprehensiveness of PPE lists for various tasks and demonstrated ability to enforce use of PPE. 			
<p>10. Tools and Equipment Specifically address use and maintenance for tools and equipment.</p>	<ul style="list-style-type: none"> Comprehensiveness of maintenance protocols for tools and equipment. 			

Submission Requirements	Evaluation Criteria	Rating	Weight	Maximum Score
<p><i>Supporting documentation for this section may include: checklist for type of work, specialized PPE lists for tasks.</i></p>				
<p>11. Controlled Products Management Specifically address compliance with Workplace Hazardous Materials Information System (WHMIS), how safety data sheets (SDS) are made available to all employees, use of globally harmonized system (GHS).</p> <p><i>Supporting documentation for this section may include: SDS communication methods, GHS information, training process for controlled products on the worksite.</i></p>	<ul style="list-style-type: none"> • Demonstrated compliance with WHMIS and effectiveness of protocols that contribute to compliance. 			
<p>12. Obligations to Refuse Unsafe Work Specifically address communication, recording, managing, and responding to the reporting of unsafe work.</p> <p><i>Supporting documentation for this section may include: template for recording of refused work (may be through incident management process).</i></p>	<ul style="list-style-type: none"> • Effectiveness of reporting procedures and related management of unsafe work. 			
<p>13. Management of Subcontractors Specifically address communication of safety performance and expectations of <i>Subcontractors</i>, process for review of and documentation of safety performance of <i>Subcontractors</i> at the worksite, during and at the conclusion of work.</p> <p>Comment on the following:</p> <ul style="list-style-type: none"> • Does your Company require <i>Subcontractors</i> or 	<ul style="list-style-type: none"> • Effectiveness of communication of <i>Proponent</i> expectations relating to safety performance with <i>Subcontractors</i>; • Effectiveness of the review and related documentation of the safety performance of <i>Subcontractors</i>. 			

Submission Requirements	Evaluation Criteria	Rating	Weight	Maximum Score
<p>have a current Partnerships Program (COR/SECOR);</p> <ul style="list-style-type: none"> Do you require <i>Subcontractors</i> to have a current “Letter in Good Standing” from WCB before commencing work, and if not, does your Company provide WCB coverage for your <i>Subcontractors</i>. <p><i>Supporting documentation for this section may include: representative sign-off forms, clarification documents of communication for Subcontractor to bring own word procedures for specialized tasks, template for recording Subcontractor safety objectives and performance, project monitoring documentation, and post-project review of performance templates.</i></p>				
TOTAL POSSIBLE MAXIMUM SCORE				

The overall evaluation is entered into APPENDIX G – Part 2 – TECHNICAL SUBMISSION: PRIME CONTRACTOR FOR SAFETY as a PASS / FAIL. A “Minimum Required Score to achieve PASS” is set out in Appendix G – Part 2 - TECHNICAL SUBMISSION: PRIME CONTRACTOR FOR SAFETY, which must be achieved by the *Proponent* to achieve a PASS.

During the evaluation process, *The City* may, in its sole discretion, require a more detailed, *Project* specific review and disclosure of how *Subcontractors* are integrated into the *Prime Contractor for Safety's* management systems and processes above, along with compliance strategies under *OH&S Legislation* proposed for the *Work* prior to accepting the *Proponent* as *Prime Contractor for Safety*.

***The City* may, in its sole discretion, reject a *Proponent* that fails to qualify as a *Prime Contractor for Safety*.**

**APPENDIX G
Part 3
FINANCIAL SUBMISSION REQUIREMENTS**

A. FINANCIAL SUBMISSION AND SUBMISSION REQUIREMENTS

The *Financial Submission* must comprise both a fully complete Appendix C – Price Submission Form and a Consent of Surety, or acceptable alternatives in accordance with Section 5.3(1) of the *RFP*.

B. FINANCIAL SUBMISSION EVALUATION

The City has placed an “✓” in the box for the option that is selected for this RFP. The Proponent must follow the instructions for the option that is selected.

OPTION A: PROJECT PRICE

- This RFP requires the Proponent to submit a Project Price for the Project in OPTION A of Appendix C – Price Submission Form.**

The *Financial Submission* will be evaluated as follows:

1. **Price Submission Form – OPTION A** has a total possible score of _____ and will be evaluated using the following pricing formula:

$$\frac{\text{Lowest Project Price of all proposals}}{\text{Project Price}} \times \text{_____} = \text{score}$$

For example: The lowest total price of all proposals is \$100.00 by Proponent ‘A’. If Proponent ‘B’ submits a price of \$125.00 then the evaluated score for Proponent ‘B’ is:
100 / 125 x _____ = _____

The score will be added to the evaluation table set out in *RFP* Appendix G – Part 1, OPTION A: PROJECT PRICE.

OPTION B: PROJECT BUDGET

- This RFP specifies The City’s Project Budget for the Project in OPTION B of Appendix C – Price Submission Form. The Financial Submission requires the Proponent to complete PART B-1 and PART B-2 of the Price Submission Form.**

The *Financial Submission* will be evaluated as follows:

1. **Price Submission Form – PART B-1** will be evaluated and scored as follows:

<p><i>The City’s maximum allowance for the total cost of Design Services is inserted in the column on the right. An amount entered above the maximum allowance will result in the rejection of the Proposal by The City.</i></p>	<p>_____ % of Project Budget as selected in Appendix C - Price Submission Form, PART B (the “Estimated Percentage”)</p>
--	--

- (a) PART B-1 has a maximum score of 10 points.

- (b) All *Proposals* will start with a score for PART B-1 of 5 points based on the *Estimated Percentage*.
- (c) *Proposal* scores may increase as follows:
 - i. 1 point will be added to the score for every percentage point the *Proposal* submission for Part B-1 is under *the Estimated Percentage*;
 - ii. If a *Proposal* is 5 percentage points under the *Estimated Percentage*, it will receive the maximum score of 10 points;
 - iii. If a *Proposal* is more than 5 percentage points under the *Estimated Percentage*, it will not receive more than the maximum score of 10 points.

The score for Appendix C – Price Submission Form –OPTION B: PART B-1 will be the score for the *Financial Submission*. The score will be added to the evaluation table set out in RFP Appendix G – Part 1, OPTION B: PROJECT BUDGET.

2. **Price Submission Form – PART B-2** is required to be completed for the purposes of Section 7.1 in Schedule 2 and/or for the purposes of Section 14.2(1) in Schedule 2, **but will not be evaluated**. PART B-2 requires the *Proposal* to allocate the cost of *Design Services* (as submitted in accordance with PART B-1) between each *Design Stage* in accordance with the following terms:

- (a) the allocation of costs of *Design Services* for *Design Stage 1* must not exceed 35% of the total allocated cost of *Design Services*;
- (b) the allocation of costs of *Design Services* for *Design Stage 2* must not exceed 50% of the total allocated cost of *Design Services* unless *The City* expressly provides written approval for such allocation; and
- (c) the allocation of costs of *Design Services* that exceed the maximum allowed percentages described in (a) and (b) above, and which are not approved in writing by *The City*, may result in *The City's* rejection of a *Proposal*. *The City* reserves the right to reject a *Proposal* if the *Negotiations Proponent* refuses to modify its *Proposal* during negotiations in accordance with the maximum allowed percentages described in (a) and (b) above.

SAMPLE FORM OF CALCULATION (Not required to be completed by *Proponents*):

Design Stage 1	_____ % (must not exceed 35% of the total allocated cost of <i>Design Services</i> as submitted in Appendix C – Price Submission Form, PART B-1, Line 2)	\$ _____ (insert dollar amount of the percentage of the allocated cost of <i>Design Services</i> entered in column on left)
Design Stage 2	_____ % (must not exceed 50% of the total allocated cost of <i>Design Services</i> as submitted in Appendix C – Price Submission Form, PART B-1, Line 2, unless approved in writing by <i>The City</i>)	\$ _____ (insert dollar amount of the percentage of the allocated cost of <i>Design Services</i> entered in column on left)

<p>Design Stage 3</p>	<p>_____ %</p>	<p>\$ _____</p> <p>(insert dollar amount of the percentage of the allocated cost of <i>Design Services</i> entered in column on left)</p>
<p>Permits, Licenses and Approvals, Contractor Commissioning, and Warranty Work for Design Services</p>	<p>_____ %</p>	<p>\$ _____</p> <p>(insert dollar amount of the percentage of the allocated cost of the <i>Permits, Licenses and Approvals, Contractor Commissioning, and Warranty Work for Design Services</i> entered in column on left)</p>
<p>Total allocated cost of Design Services: (as submitted in <i>Proposal</i> in Appendix C – Price Submission Form, PART B-1, Line 2)</p>		<p>\$ _____</p> <p>(total allocated costs of <i>Design Services</i> for <i>Design Stage 1, Design Stage 2</i> and <i>Design Stage 3</i> and costs for <i>Permits, Licenses and Approvals, Contractor Commissioning and Warranty Work for Design Services</i>)</p>

**APPENDIX H
BACKGROUND INFORMATION**

The following information is provided as *Background Information* for the *Proponents*:

Document Title	
1	
2	
3	
4	
5	