



**Request for Proposals (non-binding)(RFP)**

**RFP No.:**

**For**

**Construction Management**

**of**

**Submission Deadline:  
14:00:59 Mountain Time on**

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**INFORMATION TABLE**

<p><b>PROJECT TITLE, RFP NUMBER and PROJECT SUMMARY</b></p>	<p>The title and number of the <i>RFP</i> are: <b>(Please use this title and number on all correspondence)</b></p>	
<p><b>PROJECT SPECIFIC DETAILS</b></p>		
<p><b>CITY CONTACT</b></p>	<p>The <i>City Contact</i> for the <i>RFP</i> is:</p> <p>Primary method of communication with the <i>City Contact</i> will be via <i>MERX</i></p>	
<p><b>PREQUALIFICATION</b></p>		
<p><b>PROJECT SITE LOCATION</b></p>		
<p><b>TIMETABLE</b> Please enter date and time as: YYYY-MM-DD 00:00:00</p>	<p><b>Activity</b></p>	<p><b>Timeline</b></p>
	<p><i>RFP</i> issue date</p>	
	<p>Date and time of <i>Proponents' Meeting</i></p>	
	<p>Date and time of <i>Site Visit</i></p>	
	<p>Period for <i>Additional Visit(s)</i></p>	
	<p>Date range for the <i>Commercially Confidential Meetings</i></p>	

	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)	
	<b>Submission Deadline</b>	14:00:59 mountain time
	<i>Target Effective Date</i>	
<b>PROPOSERS' MEETINGS</b>		
<b>SITE VISIT</b>		
<b>INSURANCE AND SAFETY REQUIREMENTS or RESTRICTIONS FOR SITE VISIT or PROPOSERS' MEETING</b>		
<b>SUBMISSION INSTRUCTIONS</b>	<p><i>Proposals</i> must be submitted electronically on <i>MERX</i> at <a href="http://www.calgary.MERX.com">www.calgary.MERX.com</a></p> <p>The submission receipt provided electronically by <i>MERX</i> upon submission of a <i>Proposal</i> will indicate the date and time of submission.</p>	
<b>INELIGIBLE PERSONS</b>	The following are considered <i>Ineligible Persons</i> :	

<p><b>CONSENT OF SURETY</b></p>	<p>Choose one:</p> <p><input type="checkbox"/> <i>Consent of Surety to furnish upon award a contract performance bond and a labour &amp; material payment bond, bank draft, or irrevocable letter of credit each for 50% Estimated Construction Budget.</i></p> <p><input type="checkbox"/> <i>Consent of Surety to furnish upon award a contract performance bond, bank draft, or irrevocable letter of credit for 50% Estimated Construction Budget.</i></p> <p><input type="checkbox"/> No bonding is required.</p>	
<p><b>REFERENCES</b></p>		
<p><b>FAIRNESS MONITOR</b></p>		
<p><b>COMMERCIALLY CONFIDENTIAL MEETINGS</b></p>		
<p><b>MINIMUM SCORE REQUIREMENTS</b></p>	<p><i>Technical Submission:</i></p>	
<p><b>WEIGHTING</b></p>	<p><b>Proposal</b></p>	<p><b>Weighting</b></p>
	<p><i>Technical Submission score</i></p>	
	<p><i>Financial Submission score</i></p>	
<p><b>ESTIMATED CONSTRUCTION BUDGET</b></p>	<p>\$</p>	
<p><b>THE CITY'S LIMIT ON LIABILITY</b></p>	<p>The Section 9.2 limit is the lesser of either 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 purpose of submitting a *Proposal* to this *Request for Proposals*, 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, (5<sup>th</sup> 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*.

**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*).

**MERX** means the current version of the public electronic tendering service utilized by *The City* for the *RFP Process*, operated by Mediagrif Interactive Technologies Inc. (or one of its *Affiliates*) and accessed via [www.calgary.MERX.com](http://www.calgary.MERX.com).

**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, 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 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*. *MERX* will be the primary method of communication. Direct contact by *Proponents* with the *City Contact* may only occur in situations where contact through *MERX* 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 *MERX*.

### 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 and Form of Bond(s);
  - (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 *MERX* 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 *MERX* by *The City*.

### 2.3 Distribution of Documents to Proponents

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

### 2.4 MERX

(1) During the *RFP Process*, *MERX* will be the primary method of communication between the *Proponents* and *The City*. *The City* will use *MERX* 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 *MERX* at any time.
- (3) Each *Proponent* is solely responsible to ensure that it:
- (a) has registered and created an account on *MERX* and has the appropriate software that allows the *Proponent* to access and download documentation that *The City* posts to *MERX* and to submit a *Proposal*;
  - (b) checks *MERX* 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 *MERX*, *The City* may, in its sole discretion, extend the *Submission Deadline*, or re-issue the *RFP*.

(5) An individual who submits a *Proposal* on behalf of the *Proponent* in response to the *RFP* is deemed, as a result of such submission, 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 *MERX* 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 *MERX*. 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 *MERX* 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 *MERX*. Direct contact by *Proponents* with the *City Contact* may only occur in situations where contact through *MERX* 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 *MERX*.

(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 *MERX* 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 *MERX*.

(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 *MERX*. 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) *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 the *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*.

(2) All requirements, designs, documents, plans, and information supplied by *The City* to the *Proponents* in connection with the *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*.

### 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 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 *MERX*. *Proposals* will not be accepted after the *Submission Deadline*.

(2) *Proponents* must submit *Proposals* electronically on *MERX*. The electronic copy as submitted on *MERX* and downloaded by *The City* will be the "Original Copy" of the *Proposal*. The receipt provided electronically by *MERX* 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 *MERX* 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 *MERX* 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 equivalent 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*.

## 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*; 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 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;
- (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 where the *Proposals* do not, in the view of *The City*, represent appropriate value for money.

(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 \$250,000.

## 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; however, the rights and obligations of the parties are governed by the specific terms of the *RFP*.

### 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:**

(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:

- (a) *Contract Letter*;
- (b) *Addenda*:

Addenda Number	Date

- (c) Schedules to the *Contract Letter* as follows:
  - (i) Schedule 3 – Special Conditions;
  - (ii) Schedule 1 – Standard General Conditions;

- (iii) Schedule 2 – Delivery Method Requirements - Construction Management;
- (iv) Schedule 4 – Project Schedule;
- (v) Schedule 5 – Technical Specifications (including *Drawings*); and
- (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:

<b>Key Personnel</b>	
<b>Position Title</b>	<b>Name</b>

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

<b>Performance Bond</b> (amount should equal 50% of the Approved Construction Budget as stated in Section (10)(a))	\$
<b>Labour and Material Payment Bond</b> (amount should equal 50% of the Approved Construction Budget as stated in Section (10)(a))	\$

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

- (8) The Contractor will commence the performance of the Services immediately following issuance of the Notice to Proceed and will diligently and continuously proceed with the performance of the Services in accordance with the Contract Letter, as may be amended by agreement of The City.
- (9) The Prime Contractor for Safety is
- (10) (a) The Approved Construction Budget for the Project is \$ For the purpose of this Contract Letter, the Approved Construction Budget includes GST.
- (b) The Approved Construction Budget includes payment to the Contractor for performance of the Services in accordance with Schedules to the Contract Letter. Subject to Schedule 2, the Construction Management Fee for performance of the Services includes the following:

<b>Pre-Construction Phase</b>	
Fixed Lump Sum Fee	\$
GST	\$
<b>Total</b>	\$
<b>Construction Phase and Post-Construction Phase</b>	Construction Services Mark-up of %

- (c) The rates for personnel set out in the Special Conditions are as follows:

<b>Project Site personnel listed in the Special Conditions</b>		<b>Hourly Rate (excluding GST)</b>
<b>Position</b>	<b>Individual Name</b>	
		\$
		\$

		\$
		\$
		\$
		\$
		\$
		\$

(11) 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.

(12) 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:

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

to the following respective addresses:

SAMPLE

<b>If to The City:</b>	<b>If to the Contractor:</b>
<b>Director, Supply Management:</b>	
The City of Calgary, Supply Management 2 <sup>nd</sup> Flr, Building U, 677 25 Avenue SE Calgary, Alberta T2G 4K8 Email: SupplyManagementGeneral@calgary.ca	
<b>City Representative:</b>	
<b>Design Professional:</b>	
<b>Pursuant to SGC 22.1(1) for dispute resolution purposes:</b>	
<b>Supervisor:</b>	<b>Senior Representative:</b>
<b>Manager:</b>	

- (13) Each *Notice* sent will be deemed to have been received:
- (a) on the day it was delivered if delivered in person or by prepaid courier service; or
  - (b) 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*.
- (14) 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	

<p><b>THE CITY OF CALGARY</b></p> <p>Per: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p><i>I have the authority to bind The City.</i></p>	<p><b>Insert full legal name of CONTRACTOR</b></p> <p>Per: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p><i>I have the authority to bind the Contractor.</i></p>
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## SCHEDULE 2

## DELIVERY METHOD REQUIREMENTS: CONSTRUCTION MANAGEMENT

ARTICLE 1:  
DEFINITIONS

## 1.1 Definitions

Unless otherwise defined below or within this Schedule 2, capitalized terms will have the meanings set out in Schedule 1 - *Standard General Conditions*. Where a capitalized term is defined in both the Schedule 1 and this Schedule 2, the definition set out in this Schedule 2 will apply:

- (1) **Approved Construction Budget** means the construction budget approved by *The City* as at the date of the *Agreement*, or such replacement approved construction budget as *The City* may provide to the *Construction Manager*, which represents the estimated and budgeted *Construction Cost*.
- (2) **Cash Allowance** means the funds set aside in the *Individual GMP* for the estimated cost of *Work* that is known to be required at the time the *Individual GMP* is set, but cannot be specified with sufficient detail in the *Individual GMP* to permit accurate pricing by the *Construction Manager*.
- (3) **Change Order Management System** means a system for tracking, evaluating, and processing all *Change Orders*.
- (4) **Class 1 Estimate** means a detailed estimate with an expected variance of -10% to +10% prepared by the *Construction Manager* based on *The City* approved design.
- (5) **Construction Cost** means the aggregate of the costs for the *Services* and the *Work*, including the cost of *Permits, Licenses, and Approvals*, allowances, applicable taxes (other than goods and services tax on the *Services* or *Work*), the *Construction Management Fee*, and the *Reimbursable Expenses*.
- (6) **Construction Cost Estimate** means the most current estimate of the *Construction Cost*.
- (7) **Construction Management Fee** means the fee(s) to be paid to the *Construction Manager* by *The City*.
- (8) **Construction Manager** means for the purposes of the *Standard General Conditions* the *Contractor*.
- (9) **Construction Meetings** means meetings during the *Construction Phase* between the *Construction Manager* and *The City* relating to the execution of the *Work* and *Work Packages*.
- (10) **Construction Phase** means the period commencing with agreement between the *Parties* on the first *Individual GMP* and ending with the issuance of the *Construction Completion Certificate* in respect of the final *Work Package*.
- (11) **Construction Services Mark-up** means the fixed percentage mark-up applied to all *Reimbursable Expenses* as set out in the *Contract Letter*.
- (12) **Contingency Allowance** means the negotiated amount made available by *The City* and defined at the time of establishment of an *Individual GMP*, not approved for expenditure but set aside for budgetary purposes, in the event that additional unforeseen items of *Work* are determined to be required.

- (13) **Document Control System** means a system to maintain the flow of *Project Site* instructions, submittals, *Notices of Proposed Change*, *Change Orders*, *Shop Drawings* and any other documentation required for normal construction activities including the *Agreement*, in compliance with any applicable policy of *The City*.
- (14) **Draft GMP** means the proposed *GMP* established by the *Construction Manager* at the conclusion of the planning and development of each *Work Package*.
- (15) **GMP** means the guaranteed maximum price for the *Services* and the *Work*.
- (16) **Head Office** means the *Construction Manager's* permanent administrative office or offices.
- (17) **Individual GMP** means the *Draft GMP* accepted by *The City*.
- (18) **Own Forces Work** means that portion of the *Work*, if any, performed under the *Agreement* during the *Construction Phase* by the *Construction Manager's* own labour forces undertaken upon the prior written approval of *The City*.
- (19) **Performance Monitoring Baseline** means a performance monitoring baseline by which the *Project's* status will be monitored and reported upon during the *Construction Phase* and includes:
- (a) *Work* breakdown structure for all costs and schedules to link and tie-in to;
  - (b) established time-phased baseline budget and cash flow expenditure estimate according to the *Work* breakdown structure;
  - (c) progress measurement techniques; and
  - (d) performance reporting details, format, and frequency for submission.
- (20) **Pre-Construction Meetings** means meetings during the *Pre-Construction Phase* between the *Construction Manager* and *The City* relating to the determination and finalization of the *Work Packages*.
- (21) **Post-Construction Phase** means the period commencing with the issuance of the *Construction Completion Certificate* in respect of a *Work Package* and ending with the issuance of the *Final Acceptance Certificate*.
- (22) **Pre-Construction Phase** means the period from the issuance of the *Notice to Proceed* to the finalization of the last *Individual GMP*.
- (23) **Pre-Construction Phase Completion Date** means the estimated date set out in Schedule 4 – Project Schedule for the completion of the *Pre-Construction Phase*.
- (24) **Project Site Security Plan** means a plan for providing and maintaining security for the *Project Site* and any *Facility* in accordance with the security practices of *The City*.
- (25) **Reimbursable Expenses** means the net expenses set out in Section 5.3, which expenses are eligible for reimbursement by *The City*.
- (26) **Services** means the duties, responsibilities, and obligations to be performed by the *Construction Manager*, as set out in this Schedule, to facilitate the *Work* but excludes *Work*.
- (27) **Standard General Conditions** means those terms and conditions set out in Schedule 1.
- (28) **Training Plan** means the plan developed by, or on behalf of, *The City* for the training in the operation and maintenance of relevant elements within each *Work Package*.

- (29) **Work** means, for the purposes of this Schedule, *Work* as defined in the *Standard General Conditions* excluding *Services*.
- (30) **Work Package** means a scope of *Work* defined by the *Construction Manager* and approved by *The City* during the *Pre-Construction Phase* for which an *Individual GMP* is established.

## ARTICLE 2: CONSTRUCTION MANAGEMENT

### 2.1 General Responsibilities of the Construction Manager

- (1) The *Construction Manager* will commence the performance of the *Services* immediately following the issuance of the *Notice to Proceed* and will diligently and continuously proceed with the performance of the *Services* throughout the *Term* in accordance with the *Project Schedule* to meet the *Scheduled Operational Date*.
- (2) The *Construction Manager* is responsible for the total implementation of the *Project* in accordance with the *Agreement*. The *Construction Manager* will protect *The City's* interests and will perform the *Services* and ensure that the *Work* is performed, in a professional, highly competent and safe manner in compliance with the *Applicable Laws*, and in accordance with the terms and conditions of the *Agreement*.
- (3) The *Services* will include:
- (a) the performance of the duties of *Prime Contractor for Safety*;
  - (b) all construction management services for all phases of the *Project*;
  - (c) *Project* related *Project Site* support services and systems, office management services, secretarial and administrative services, financial management, and scheduling services; and
  - (d) procurement services.
- (4) The *Construction Manager* must undertake and complete the *Services*, and ensure that the *Work* is undertaken and completed in accordance with the requirements of the *Drawings* and *Technical Specifications* and the *Construction Manager* will comply with *The City's* standard specifications, manuals, and guidelines applicable at the time of the establishment of any *Individual GMP*. In the event that, subsequent to the establishment of an *Individual GMP* for a particular *Work Package*, *The City* directs the *Construction Manager* to comply with *The City's* updated standard specifications, manuals, and guidelines, *The City* will be liable for any additional costs related to compliance with such updated versions. Throughout the *Term*, unless otherwise specified in the *Special Conditions*, the *Construction Manager* will perform the following, as applicable:

A.	Planning & Documentation
2-A.1	Develop, implement and maintain the following: <ol style="list-style-type: none"> <li>a. <i>Work Plan</i>;</li> <li>b. <i>Performance Monitoring Baseline</i>;</li> <li>c. <i>Project Site Security Plan</i>;</li> <li>d. <i>Training Plan</i>;</li> <li>e. <i>Document Control System</i>;</li> <li>f. system of tracking <i>Construction Cost</i> and <i>Project Schedule</i>;</li> <li>g. <i>Change Order Management System</i>.</li> </ol>
2-A.2	Lead the risk assessment and mitigation planning and reporting activities throughout the <i>Project</i> and provide monthly updates to <i>The City</i> .

<b>A.</b>	<b>Planning &amp; Documentation</b>
2-A.3	Revise and refine the <i>Approved Construction Budget</i> by incorporating <i>Change Orders</i> , and develop cash flow reports and forecasts, including <i>Construction Cost Estimates</i> , as needed or as otherwise required by <i>The City</i> .
2-A.4	Identify variances between the <i>Approved Construction Budget</i> and the <i>Construction Cost</i> , and advise <i>The City</i> whenever <i>Construction Cost Estimates</i> exceed the <i>Approved Construction Budget</i> .
2-A.5	Maintain complete and accurate records for all aspects of the <i>Services</i> and <i>Work</i> , in a format or formats acceptable to <i>The City</i> , and provide <i>The City</i> access to the records.
2-A.6	Maintain a photographic record of all <i>Work</i> completed depicting pre-work status, all progress, <i>Milestones</i> , and post-work status. Photographs must be digitally stored and categorized and provided to <i>The City</i> .
<b>B.</b>	<b>Reporting</b>
2-B.1	Provide the following reporting: <ul style="list-style-type: none"> <li>a. Weekly - detailed four week look ahead schedule of the planned construction activities; and</li> <li>b. Monthly - construction status reports in accordance with the <i>Performance Monitoring Baseline</i>, including budget, <i>Change Order</i> management, <i>Project Schedule</i>, safety reports/meeting minutes, quality, environmental reporting, LEED reporting (if applicable), and photographs.</li> </ul>
2-B.2	Attend and participate in <i>Pre-Construction Meetings</i> and <i>Construction Meetings</i> .

**2.2 Standard Specifications, Guidelines and Requirements**

The *Construction Manager* must comply with *The City's* current edition (as at issuance of the *Procurement Documents*) of the following documents, as specifically indicated in Schedule 3 – Special Conditions:

<b>Standard Specifications</b>
Standard Specifications: Roads Construction
Standard Specifications: Sewer Construction
Standard Specifications: Waterworks Construction
Standard Specifications: Street Lighting Construction
Standard Specifications: Erosion and Sediment Control
Development Guidelines and Standard Specifications: Landscape Construction
Standard Specifications and Design Guidelines: Potable Water Feedermain Construction
<b>Standards, Guidelines, Manuals &amp; Catalogues</b>
Access Design Standards
CAD Standard
CAD Standard Guidance Document
Design Guidelines for City of Calgary Fire Stations
Design Guidelines for City of Calgary Funded Buildings
Design Guidelines for Development Site Servicing Plans
Design Guidelines for Subdivision Servicing
Field Manual for Erosion & Sediment Control
Guidelines for Erosion & Sediment Control
Guidelines for Safe Construction in Proximity of Feeder Main, Critical Distribution Mains, Sanitary/Storm Mains and Critical Collection Mains
Sewer Bypass Pumping Guidelines
Stormwater Management & Design Manual

Street Lighting Material Catalogue
Temporary Traffic Control Manual
Temporary Traffic Control Guidelines for Pedestrians
Wastewater Lift Station Design Guidelines

The *Construction Manager* may be required to comply with other documents specified in Schedule 3 – Special Conditions.

### ARTICLE 3: SERVICES

#### 3.1 General

- (1) The *Construction Manager* may deliver *Services* in respect of one phase concurrently with the delivery of *Services* in another phase.
- (2) The *Construction Manager* will not subcontract any portion of the *Services* to any other entity without the prior written approval of *The City*.

#### 3.2 Pre-Construction Phase

- (1) During the *Pre-Construction Phase*, unless otherwise specified in the *Special Conditions*, the *Construction Manager* will perform the following *Services*, as applicable:

A.	Constructability
3-A.1	Provide advice as to <i>Project Site</i> use and improvements, and selection of <i>Materials</i> , building systems, and equipment.
3-A.2	Make recommendations on construction feasibility, availability of <i>Materials</i> and labour, time requirements for installation, and construction.
3-A.3	Make recommendations on factors related to cost consulting including costs of alternative designs or <i>Materials</i> , preliminary budgets, and possible economies and cost savings.
3-A.4	Review <i>Drawings</i> and <i>Technical Specifications</i> and recommend alternative solutions whenever design details adversely affect cost, construction feasibility, schedules or other matters relevant to the <i>Work</i> .
B.	Budgeting, Scheduling & Reporting
3-B.1	<p>Within 30 <i>Days</i> of the <i>Effective Date</i>, prepare:</p> <ol style="list-style-type: none"> <li>a. preliminary construction budget of the overall <i>Project</i> and break down where necessary for each phase and scope component of the <i>Work</i>;</li> <li>b. an estimated cash flow forecast for the <i>Project</i>;</li> <li>c. analysis of the <i>Project Schedule</i> following detailed studies with all parties concerned, incorporating the sequence and timing of the <i>Milestones</i>, the required basic program decisions, design time, documentation, tender calls, bid evaluations and contract awards as well as on-site construction and commissioning activities; and</li> <li>d. preliminary risk register, incorporating the risk description, likelihood, magnitude, and initial mitigation strategy.</li> </ol>
3-B.2	Coordinate with <i>The City</i> to establish a work sequencing plan and construction deferral plan to meet the operational requirements of the <i>Project</i> , as well as <i>The City's</i> budgeted cash flow expenditure requirements.
3-B.3	Revise and update the <i>Project Schedule</i> as the design proceeds.

3-B.4	Participate in value management studies in accordance with <i>The City's</i> "Corporate Project Management Value Management Standard".
<b>C.</b>	<b>Work Packages &amp; Guaranteed Maximum Price</b>
3-C.1	Plan and develop each <i>Work Package</i> based on the <i>IFC Drawings, Technical Specifications</i> , and work-sequencing plan allowing for phased construction.
3-C.2	Prepare <i>Draft GMP</i> .
<b>D.</b>	<b>Pre- Procurement</b>
3-D.1	Develop and prepare for implementation an effective and efficient system of procurement, purchasing, and expediting of <i>Materials</i> in order to permit the selection of the most economical <i>Materials</i> that will satisfy the design concept, the <i>Project Schedule</i> , and the terms and conditions of the <i>Agreement</i> .
3-D.2	Make recommendations regarding any equipment or <i>Materials</i> that should be pre-ordered to meet the <i>Project Schedule</i> .
3-D.3	Develop applicable list of pre-qualified bidders in accordance with Section 4.3(2).
<b>E.</b>	<b>Site Preparation</b>
3-E.1	Plan and co-ordinate the supply of temporary services and <i>Project Site</i> facilities including <i>Site Office</i> and supplies, hoarding, access, storage areas, temporary power and lighting, temporary enclosures, heating, drainage and water facilities, job offices, job security, materials and personnel hoisting facilities and equipment, safety measures, access stairs and ladders, protection of finishes and continuous cleanup.
3-E.2	Obtain all required <i>Permits, Licenses, and Approvals</i> on behalf of <i>The City</i> .

- (2) The *Construction Manager* must define any potential interruptions to *The City's* ongoing operations in the *Project Schedule* and obtain prior written authorization from *The City* prior to finalizing the *Project Schedule*.
- (3) Subject to *The City's* approval, the *Construction Manager* is required to modify the *Project Schedule* and sequence of *Work* based on the estimated cash flow forecast for the *Project* in order to achieve the *Milestones* including the *Scheduled Operational Date*.
- (4) The *City's Representative* will prepare or amend (as applicable) the *Drawings* and *Technical Specifications* for the *Project*. These *Drawings* and *Technical Specifications*, and any amendments to the *Project Schedule* will become part of the *Agreement* by way of *Change Order*.

### 3.3 Construction Phase

- (1) The *Construction Manager* will not commence *Services* during the *Construction Phase* with respect to each *Work Package* unless *The City* is satisfied with the *Construction Manager's* performance of the *Services* during the *Pre-Construction Phase* and the *Parties* have agreed on the applicable *Individual GMP*.
- (2) The *Construction Manager* will furnish or arrange for all labour, supervision, technical skill and knowledge, material, tools, and equipment, together with all *Work* incidental thereto necessary and required to perform all of the *Work* and furnish the results described in the *Agreement* and detailed in the *Drawings* and *Technical Specifications*, and will provide a competent executive and administrative organization to arrange for the completion of the *Work* and all duties normally considered those of a general contractor.
- (3) Without limiting the generality of the above, during the *Construction Phase*, unless otherwise specified in the *Special Conditions*, the *Construction Manager* will perform the following *Services*, as applicable:

<b>F.</b>	<b>Site Facilities</b>
3-F.1	Provide all necessary construction facilities and services for the <i>Project</i> , and ensure all <i>Subcontractors</i> are informed of the facilities and services being provided.
3-F.2	Provide and maintain a construction security fence and ensure that <i>Project Site</i> and any <i>Facilities</i> are maintained in accordance with the <i>Project Site Security Plan</i> .
3-F.3	Move security fencing and lay down areas to accommodate the staged <i>Work</i> .
<b>G.</b>	<b>Procurement</b>
3-G.1	Procure, pre-select, or otherwise purchase <i>Materials</i> and/or equipment where necessitated by economics or schedule.
3-G.3	Conduct all procurement of all <i>Subcontractors</i> for the <i>Work</i> in accordance with Section 4.3 below
3-G.4	Utilize the <i>Technical Specifications</i> to prepare all documents for the purpose of competitive bidding for various subcontracts.
3-G.5	Issue invitations to bid for each subcontract from the applicable list of pre-qualified bidders as developed in the <i>Pre-Construction Phase</i> .
3-G.6	Receive and analyze competitive bids and make recommendations for the subcontract awards.

<b>H.</b>	<b>Subcontracting</b>
3-H.1	Prepare contract documents for all <i>Subcontractors</i> and ensure compliance with all <i>Applicable Laws</i> and the documents referenced in section 2.2.
3-H.2	Ensure that all bonds by <i>Subcontractors</i> are provided where required and inspect all insurance policies and <i>Worker's Compensation Board Clearance Certificates</i> .
3-H.3	Manage the contracts between the <i>Construction Manager</i> and the <i>Subcontractors</i> .
3-H.4	Coordinate the efforts of all <i>Subcontractors</i> , <i>Other Contractors</i> and <i>Own Forces Work</i> so as to optimize the <i>Work</i> and progress of the <i>Project</i> .
3-H.5	Administer the issuance to <i>Subcontractors</i> of any procured, pre-selected, or otherwise purchased <i>Materials</i> and/or equipment and document this process.
3-H.6	Take all necessary action to facilitate the settlement of contract disputes, it being understood and agreed that no formal arbitration or litigation proceedings are to be undertaken without prior consultation with <i>The City</i> .
3-H.7	Examine charges by <i>Subcontractors</i> to ensure that such charges are reasonable and in accordance with the subcontract documents.

### 3.4 Post-Construction Phase

- (1) During the *Post-Construction Phase*, unless otherwise specified in the *Special Conditions*, the *Construction Manager* will perform the following *Services*, as applicable:

<b>I.</b>	<b>Warranty</b>
3-I.1	Rectify all <i>Deficiencies</i> in a timely and reasonable manner.
3-I.2	Take corrective action to rectify <i>Warranty Items</i> .
3-I.3	Respond to <i>The City's</i> requirements throughout the <i>Warranty Period</i> .
3-I.4	Participate fully in the resolution of any <i>Warranty Period</i> matters.
<b>J.</b>	<b>Documents and Training</b>
3-J.1	Complete training of <i>The City</i> in accordance with the <i>Training Plan</i> .
3-J.2	Prepare final <i>Construction Cost</i> report.
3-J.3	Assist <i>The City</i> in conducting a <i>Post-Construction Phase</i> occupancy review.

3-J.4	Ensure that <i>As-Built Drawings</i> , and all applicable operations and maintenance manuals, and training documentation are properly completed and handed over to <i>The City</i> for its review and comment prior to acceptance of the final documents.
<b>K.</b>	<b>Liens</b>
3-K.1	Make recommendations to <i>The City</i> concerning any <i>Holdback Bond</i> and administer the release of the <i>Holdback Bond</i> in accordance with the <i>Agreement</i> .

- (2) Nothing in this Schedule is intended to lessen the *Construction Manager's* obligations with respect to maintenance and warranties set out in the *Standard General Conditions* or elsewhere in the *Agreement*.
- (3) Upon completion of each *Work Package* of the *Project*, a *Construction Completion Certificate* will be issued by *The City* to the *Construction Manager* for the portion of the *Work* completed.
- (4) During the *Warranty Period* for each *Work Package* for which a *Construction Completion Certificate* has been issued, the *Construction Manager* must note every *Deficiency* that the *Construction Manager*, acting reasonably, becomes aware of during the *Warranty Period* and take responsibility to ensure rectification or repair every *Deficiency* as the circumstances require and *The City* directs. *Warranty Work* must be completed to the satisfaction of the *Construction Manager* and *The City*.
- (5) When the *Work* has been completed and all of the *Warranty Periods* have expired, the *Construction Manager* must make a complete inspection of the *Work* and report to *The City* that, to the best of its knowledge and belief, acting reasonably, the *Work* has been completed and that all *Warranty Work* has been performed. Thereafter there will be a final inspection made by *The City*. If all matters are in order to the satisfaction of *The City*, acting reasonably, a *Final Acceptance Certificate* will be issued to the *Construction Manager*.

#### ARTICLE 4: DELIVERY OF SERVICES

##### 4.1 Establishing an Individual GMP

- (1) On written request by *The City*, the *Construction Manager* will establish a *Draft GMP* for the completion of the specified *Work Package* and present the *Draft GMP* for *The City's* approval.
- (2) The *Draft GMP* must be prepared as a *Class 1 Estimate* and include sufficient information to demonstrate that:
- (a) the *Construction Manager* has used commercially reasonable efforts to oblige its *Subcontractors* to minimize any increase in costs and to maximize any reduction in costs;
  - (b) the full amount of any and all expenditures that have been reduced or avoided have been taken into account and applied in total to reduce the amount of the *Draft GMP*;
  - (c) the *Construction Manager* has mitigated or will mitigate the impact of the *Draft GMP* on the *Project Schedule* and the performance of the *Services*; and
  - (d) the *Construction Manager* is in compliance with all *Applicable Law*.
- (3) There is no requirement for the *Construction Manager* to use invitational tenders, quotations, or competitive tenders to prepare a *Draft GMP*. If the *Construction Manager*, in its sole discretion, chooses to use invitational tenders, quotations, or competitive tenders then it must comply with Section 4.3 and it will not be entitled to any compensation beyond the *Construction Management Fee* for the *Pre-Construction Phase*.



- (4) Each *Draft GMP* and its supporting documentation will be reviewed by *The City* and compared to a third-party prepared cost estimate for the *Project*. *The City* will prepare a report outlining any discrepancies in the estimates. The *Construction Manager* will review the report and respond to any discrepancies identified. *The City* may, in its sole discretion:
- (a) accept the *Draft GMP* for such *Work Package*, in which case it will become the “*Individual GMP*” for that *Work Package*;
  - (b) reject the *Draft GMP* and require the *Construction Manager* to revise the *Draft GMP* based on *The City*’s comments and negotiate such amount with the *Construction Manager* until the *Parties* reach an agreement on the *Draft GMP*, in which case it will become the “*Individual GMP*” for that *Work Package*; or
  - (c) in the event that a *Draft GMP* is not agreed, in *The City*’s sole discretion, elect to reject the *Draft GMP* and remove the scope included in that *Work Package* from the scope of the *Work*.
- (5) Each *Individual GMP* will be the maximum price at which the *Construction Manager* will complete the *Work Package*. The only permitted increase to an *Individual GMP* is a by *Change Order*. If the actual cost of completion of any *Work Package* exceeds the *Individual GMP* for such *Work Package*, the excess cost will be the responsibility of the *Construction Manager* and the *Construction Manager* will have no recourse to *The City* in relation to any excess costs. If the actual cost of completion of *Work Package* is less than the *Individual GMP* for such *Work Package*, *The City* will retain the difference in cost.
- (6) Each *Individual GMP* will be inclusive of all costs related to the *Services* and the *Work*, including supply, installation, administration, mark-up, and profit. Each *Individual GMP* will be subdivided as follows:
- (a) *Reimbursable Expenses* as set out in Section 5.3;
  - (b) *Construction Services Mark-up* on *Reimbursable Expenses*;
  - (c) *Cash Allowance*;
  - (d) *Contingency Allowance* (negotiated based on the aggregate of the amounts in (a), (b) and (c) above).
- (7) *The City* reserves the right not to proceed with commencement of the *Work Package* in its sole discretion, including circumstances where:
- (a) *Construction Manager* has failed to perform the *Services* to date in a manner satisfactory to *The City*;
  - (b) *Parties* fail to agree on an *Individual GMP* for completion of any *Work Package*; or
  - (c) *The City* has any funding constraints.
- (8) In the event that *The City* elects to not continue to proceed with the *Work* in relation to any *Work Package* through the *Agreement*, *The City* may, in its sole discretion, use the developed design, and tender the *Work* through *The City* and not through the *Construction Manager*.

#### 4.2 Conversion to Fixed Price

- (1) At any time during the *Pre-Construction Phase* or *Construction Phase*, either *The City* or *Construction Manager* may propose to the other *Party* that the uncompleted portions of the *Work* and *Services* be completed pursuant to a fixed price contract. If agreed by the *Parties*, the *Agreement* would be amended to reflect a fixed price contract.

#### 4.3 Procurement

- (1) Subject to the provisions of Section 4.5, the *Construction Manager* and any *Affiliate* of the *Construction Manager* are prohibited from participating in any competitive procurement process conducted by the *Construction Manager* in relation to the *Project*.
- (2) The *Construction Manager* is responsible for:
  - (a) competitively bidding in a public forum, according to the provisions of applicable trade agreements:
    - (i) all construction work where the value of that work is \$200,000 or greater or where it could reasonably be anticipated to amount to or exceed \$200,000 over the term; and
    - (ii) all goods and general services where the value of those goods or general services is \$75,000 or greater or where it could reasonably be anticipated to amount to or exceed \$75,000 over the term;
  - (b) complying with *The City's* administrative policy "Procurement Policy (ALT2019-1469)" and the *Construction Manager* accepts full responsibility for legal action or claim arising from errors and omissions in the issuance of a competitive bid;
  - (c) prequalifying prospective subcontractors. The *Construction Manager* may seek written approval from *The City* to use *The City's* list of prequalified contractors;
  - (d) providing *The City* with a minimum of three subcontractor prices (giving an explanation in writing if less than three prices are obtained) with the recommendation for award. The *Construction Manager* will complete and submit a bid summary to *The City* with recommendations. *The City* will have the final decision to award any subcontract.
- (3) The *Construction Manager* will use commercially reasonable efforts to obtain the best value for money when procuring any work, services, supplies, materials, or equipment required by an *Individual GMP* and will use commercially reasonable efforts to comply with prevailing industry best practice in relation to any such procurement to a standard no less than the *Construction Manager* would apply if all costs incurred were to its own account.
- (4) With the exception of Section 4.1(3), invitational tenders, or competitive tenders are to be based on the *Work Packages* developed in the *Pre-Construction Phase*, where an *Individual GMP* has been established.
- (5) The *Construction Manager* will inform *The City* of any and all competitive bids issued and invite them to the openings, if applicable.
- (6) In the event that the *Construction Manager* is planning on recommending award of any construction trade work or goods or general services to a foreign source that is valued at \$250,000 Canadian dollars or greater, the *Construction Manager* will work with *The City* to determine if any funds will be hedged to protect against currency fluctuations.
- (7) All rented equipment by the *Construction Manager* must be quoted to ensure competitive rates and charges.

#### 4.4 Subcontracting

- (1) The *Construction Manager* accepts full responsibility for legal action, claim, workmanship, and deficiencies of the *Subcontractors*. For clarity, nothing in the *Agreement* creates any contractual relationship between any *Subcontractors* and *The City*, even where *The City's* prequalified list has been used by the *Construction Manager*.

- (2) The *Construction Manager* is responsible for all *Work* and *Deficiencies*. If there are delays to schedules due to inefficiencies by *Subcontractors*, the *Construction Manager* is responsible for taking mitigating measures to recover lost time at no cost to *The City*.
- (3) Where the work of any *Subcontractor* is delayed by the failure of one or more other *Subcontractors* to perform its work in a timely manner, the *Construction Manager* will advise *The City* on how it intends to mitigate impact of such delays. Nothing in this section is intended to lessen the *Construction Manager's* obligation to arrange for or perform all *Work* strictly in accordance with the *Agreement* including that work which is performed by *Subcontractors*.
- (4) The *Construction Manager* must maintain all records in respect of the administration of each subcontract and provide, when requested, information and reports to *The City* in respect of each subcontract and the monthly progress billing.

#### 4.5 Own Forces Work

- (1) The *Construction Manager* may perform *Own Forces Work*, subject to the limitations on value set out in the *Special Conditions*.
- (2) If the *Construction Manager* expresses interest in expanding the scope of *Own Forces Work*, then the *Construction Manager* must submit a request to *The City* for consent to bid on the portion of *Work* proposed to be *Own Forces Work*. The request must define the *Own Forces Work* and anticipated total budget. The *Construction Manager's* requests for *Own Forces Work* and supporting documentation will be reviewed by *The City* and compared to the third-party prepared cost estimate for the proposed *Own Forces Work* to determine cost competitiveness. The *Construction Manager* and *The City* will review the third-party prepared cost estimate, and if necessary the *Construction Manager* will revise their request to bid.
- (3) Notwithstanding the particular types of *Own Forces Work* involved, at any time prior to the commencement of any specific portion of the *Own Forces Work*, *The City*, acting reasonably, may decline to allow the *Construction Manager* to do any specific portion of the *Work* as *Own Forces Work*, and *The City's* decision on each such matter will be final.
- (4) *Own Forces Work* may be performed by the *Construction Manager* on the basis of unit prices or as a negotiated lump sum, but only if approved in writing by *The City* prior to initiation of such *Own Forces Work*.
- (5) The *Construction Manager* agrees that if its request for *Own Forces Work* is not approved, the *Construction Manager* will conduct a competitive procurement process in accordance with Section 4.3 to select a *Subcontractor* to perform the work. The *Construction Manager* will not be permitted to submit a bid and the successful bidder will become a *Subcontractor* of the *Construction Manager*.
- (6) If the competitive procurement process is unsuccessful, *The City* must conduct a subsequent competitive procurement process to select a *Subcontractor* to perform the work. The *Construction Manager* will be permitted to respond and if the successful respondent is not the *Construction Manager*, the successful respondent will become a *Subcontractor* of the *Construction Manager*.

### ARTICLE 5: PAYMENT

#### 5.1 Standard General Conditions

- (1) In the event of any inconsistency or conflict between the provisions of this Article and Article 10 of the *Standard General Conditions*, priority and precedence will be given to this Article.

## 5.2 Construction Management Fee

- (1) The *Construction Management Fee* constitutes all of the compensation payable to the *Construction Manager* for the proper performance of the *Services* and is inclusive of all applicable taxes.
- (2) Excluding delays caused by the *Construction Manager*, the *Construction Management Fee* may be subject to adjustment based on revisions to the *Project Schedule*, at the discretion of *The City*.
- (3) The *Construction Management Fee* for the *Pre-Construction Phase*:
  - (a) is a fixed lump sum fee, as set out in the *Agreement*, and is not subject to adjustment based on an increase or decrease in the cost of construction or scope of the *Work* or *Services* except as provided for in the *Agreement*;
  - (b) includes all of the *Construction Manager's* costs and expenses for the *Pre-Construction Phase*, including all fees and expenses relating to construction management personnel, all *Overhead Costs*, and profit, with no additional *Reimbursable Expenses* except:
    - (i) where the *Construction Manager* is required by *The City* to procure *Shop Drawings* (as part of a pre-selection equipment package);
    - (ii) where the *Construction Manager* is required by *The City* to pre-purchase equipment which does not form part of any subcontracts;
    - (iii) premiums related to obtaining any *Performance Security* required under the *Agreement*; and
    - (iv) Other items, if required in the *Special Conditions*,  
in which case, the *Construction Services Mark-up* on those specific *Reimbursable Expenses* will be paid in addition to the fixed lump sum fee; and
  - (c) is payable by *The City*, on a monthly basis, in fixed payments, in arrears.
- (4) The *Construction Management Fee* for the *Construction Phase* and *Post-Construction Phase*:
  - (a) is calculated as the *Construction Services Mark-up* on the aggregate of *Reimbursable Expenses* incurred by the *Construction Manager* in the *Construction Phase* and *Post-Construction Phase*, respectively; and
  - (b) is payable by *The City*, on a monthly basis, in arrears.
- (5) The *Construction Services Mark-up* is inclusive of all expenses including *Overhead Costs* and costs related to safety, but exclusive of those expenses specifically defined as *Reimbursable Expenses*.

## 5.3 Reimbursable Expenses

- (1) All *Reimbursable Expenses* are subject to an open-book inspection, must be reasonable in the opinion of *The City*, and unless otherwise noted must be approved by *The City* prior to payment.
- (2) The following items are *Reimbursable Expenses*:
  - (a) the cost of salaries, wages, and benefits paid by the *Construction Manager* to personnel in the direct employ of the *Construction Manager* assigned to the *Project Site*, carrying out *Services* related to the *Project* and holding the positions set out in the *Special Conditions* and at the rates set out in the *Contract Letter*;
  - (b) the amounts payable under all subcontracts;
  - (c) the amounts payable under *Own Forces Work*;
  - (d) the amounts payable for *Shop Drawings* under pre-selection equipment package

- (e) the amounts payable for pre-purchase of equipment that do not form part of any subcontracts, including costs of freight, customs, delivery, off-site storage, and inspection where directed by *The City*;
- (f) the cost of miscellaneous *Materials* incorporated into or required for the *Work*, which do not form part of any subcontract, including installation, minor repairs and replacements, dismantling, removal, recycling, disposal, transportation and delivery costs related to the *Materials*;
- (g) where applicable, and as required by *Applicable Law*, the cost of installation, consumption, dismantling, and removal of the following temporary services to the *Site Office*:
  - (i) electricity;
  - (ii) gas;
  - (iii) water;
  - (iv) telephone;
  - (v) portable or temporary toilets; and
  - (vi) internet;
- (h) all costs related to *Site Office* mobilization (including facility rental where pre-approved by *The City* and facility to be placed on the *Project Site*), relocation (if necessary), decommissioning, and reclamation of the space used for the *Site Office*;
- (i) deposits lost for reasons outside the control of the *Construction Manager*;
- (j) charges levied by authorities having jurisdiction at the place of the *Project*;
- (k) royalties, patent fees, or other fees for intellectual property reasonably incurred in connection with the *Project*, and where not otherwise included within the scope of any subcontract subject to the *Construction Manager's* obligations to indemnify *The City* pursuant to the *Standard General Conditions*;
- (l) insurance premiums for course of construction and wrap-up liability policies, with limits and coverage specified by *The City* to be placed for the *Project*, including the amounts of deductibles payable under such insurance policies unless the *Construction Manager* is responsible for the claim, or using best efforts can recover the deductible from the *Subcontractor* responsible for the claim. If *The City* places an owner-controlled insurance program, the *Construction Manager* is not entitled to premiums for additional policies or extended insurance limits or coverage without the prior written approval of *The City*;
- (m) premiums for *Performance Security* related to the *Project* which *Construction Manager* is required to carry by the *Agreement*;
- (n) the costs related to snow removal;
- (o) the costs of hiring, leasing or renting motor vehicles for use relating solely to the *Project*;
- (p) the costs of *Construction Equipment*, competitively priced;
- (q) where specifically requested by *The City*, operations and maintenance manuals;
- (r) where specifically requested by *The City*, costs to organize and facilitate a workshop, including venue, information technology, food, and beverages;
- (s) the costs associated with obtaining and maintaining photographic records for the *Project*;

- (t) the costs to set-up and maintain temporary roads, *Project Site* parking, lay-down, and *Site* storage areas;
  - (u) the cost of independent inspection, quality assurance, and third-party testing, inspection and monitoring services, if requested by *The City*;
  - (v) the costs for *Permits, Licenses, and Approvals* and their applications;
  - (w) where specifically requested by *The City*, the costs related to successful security clearances.
- (3) All other *Services* required to be provided by the *Construction Manager* as set out in the *Agreement* are included in the *Construction Services Mark-up*.

#### 5.4 Payments by the Construction Manager

- (1) The *Construction Manager* must pay in accordance with the timelines set out in the *Prompt Payment and Construction Lien Act*:
- (a) all amounts due to any *Subcontractor* engaged by the *Construction Manager*; and,
  - (b) for all tools, equipment, supplies, *Materials*, motor vehicles, light, power, and other utilities including any sum due for labour and services of any foreman, workman, labourer, or other *Person*.
- (2) The *Construction Manager* will, upon request by *The City*, furnish evidence satisfactory to *The City* whether any, some, or all of the payments required above have been made.
- (3) With the exception of *Reimbursable Expenses*, *The City* will not be liable for, and the *Construction Manager* or its supplier will indemnify *The City* in respect of, any special or dumping duties that may be levied by the Canada Revenue Agency or Canada Border Services Agency, or otherwise, on any imported goods required in the supply of *Materials* and in performance of the *Agreement*.
- (4) The cancellation, reduction, or remission of any special or dumping duty included in prices must be to the advantage of *The City*.
- (5) Without restricting the generality of the provisions set out herein and with the exception of *Reimbursable Expenses*, *The City* will not be liable for, and the *Construction Manager* or its supplier will indemnify *The City* in respect of, any interest charges or penalties arising as a result of errors in tariff classifications or duties that may be levied by the Canada Border Services Agency, under the provision of the *Customs Act*, on any imported goods required in the supply of *Materials* in the performance of the *Agreement*.
- (6) The *Construction Manager* indemnifies and saves harmless *The City* from and against any charges or claims in any way connected with the foregoing provisions of this section.
- (7) *The City* will draw on the bond or bonds required of the *Construction Manager* pursuant to the *Agreement* as necessary to cover the obligations of the *Construction Manager* under this section.

#### 5.5 Contingency Allowances and Cash Allowances

- (1) *Cash Allowances* and *Contingency Allowances* may only be drawn upon during the *Construction Phase* with the prior written approval of *The City*. Any unexpended portions of *Cash Allowances* and *Contingency Allowances* will be for the benefit of *The City* and must only be expended, returned, or allocated in accordance with instructions from *The City*.
- (2) No portion of the *Contingency Allowance* may be allotted to the performance or the correction or replacement of any *Work*.
- (3) Any request by the *Construction Manager* for *The City's* approval to draw upon the *Cash Allowances* or *Contingency Allowances* must be accompanied by documentation that, in the opinion of *The City*, sufficiently justifies the draw.

## 5.6 Payments to the Construction Manager

- (1) Each invoice submitted by the *Construction Manager* will include a claim for a portion of the *Construction Management Fee* in proportion to the amount of the *Work* then completed. The *Construction Manager* will provide invoices in a mutually agreed upon format and allow for *The City* to perform a complete open-book review.
- (2) After receiving a *Construction Period Payment* from *The City*, the *Construction Manager* must pay to the appropriate *Subcontractors* the amounts to which each is entitled under the applicable subcontracts as have been received by the *Construction Manager* subject to the retention of holdbacks as lien funds pursuant to the *Prompt Payment and Construction Lien Act*.

SAMPLE

**SCHEDULE 3**  
**SPECIAL CONDITIONS**

**Part A: Schedule 1 – Standard General Conditions**

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

Section Reference	Issue	Special Conditions										
SGC 1.1(12)	Cash Allowances	\$										
SGC 1.1(26)	Construction Period	The <i>Contractor</i> may issue invoices and applications for payments to <i>The City</i> every:										
SGC 1.1(30)	Contingency Allowances	%										
SGC 1.1(65)	Identified Encumbrances											
SGC 1.1(74)	Materials											
SGC 1.1(103)	Project Site	The <i>Project Site</i> is:										
SGC 1.1(110)	Scheduled Operational Date											
SGC 1.1(136)	Warranty Period											
SGC 1.1(139)	Work Plan	The <i>Contractor</i> will prepare the following that are preceded by a box with an "x": <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>"x"</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/></td> <td><i>ECO Plan</i></td> </tr> <tr> <td><input type="checkbox"/></td> <td><i>Health and Safety Plan</i></td> </tr> <tr> <td><input type="checkbox"/></td> <td><i>Inspection Plan</i></td> </tr> <tr> <td><input type="checkbox"/></td> <td><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											
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<input type="checkbox"/>	<i>Health and Safety Plan</i>											
<input type="checkbox"/>	<i>Inspection Plan</i>											
<input type="checkbox"/>	<i>Quality Management Plan</i>											



Section Reference	Issue	Special Conditions
SGC 4.1(2)	Performance of Work	
SGC 4.1(2)(d)	Performance of Work	
SGC 4.7(1)	Compliance with Community Standards Bylaw	
SGC 4.8(3)	Key Personnel Substitution Compensation	\$
SGC 5.4(1)	Security Clearance	
SGC 5.8(1)(f)	Operational Manuals	
SGC 6.6(1)	Digital Drawings	
SGC 7.3(1)(b)	Liquidated Damages	\$ per day or part of day
SGC 7.4(3)	Bonus for early Construction Completion	

Section Reference	Issue	Special Conditions
SGC 8.1(1)	Access and Use	<p>The City expressly waives the requirement for submission of the:</p> <p>Check all that apply</p> <p><input type="checkbox"/> Health and Safety Plan</p> <p><input type="checkbox"/> The Quality Management Plan</p> <p><input type="checkbox"/> Not Applicable</p> <p><b>NOTE:</b> Make sure your choice is consistent with "Work Plan" above</p>
SGC 8.1(4)	Site Office	
SGC 8.3(1)	Access Fee	<p>The following fee will be payable by the Contractor for its right of access to and use of the Project Site:</p> <p>\$</p>
SGC 8.5(2)(h)	Condition of the Site	
SGC 8.9(1)	Survey Monuments	<p>Contact the Manager, Field Surveying Services at (403) 268-1640</p>
SGC 10.2(3)	Application for Payment	
SGC 10.2(4)	Application for Payment	<p>The City's <i>Tangible Capital Asset</i> form is to be submitted with each invoice.</p>
SGC 11.1(2)	Inspection Plan	<p><b>NOTE:</b> Make sure your choice is consistent with "Work Plan" above</p>
SGC 11.1(3)	Quality Management Plan	

Section Reference	Issue	Special Conditions
SGC 12.2(1)	Prime Contractor Status	
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	<b>NOTE:</b> 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	
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 <a href="mailto:cleanfill@calgary.ca">cleanfill@calgary.ca</a>
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	

Section Reference	Issue	Special Conditions
SGC 22.9	Currency	

SAMPLE

**Part B: Schedule 2 – Delivery Method Requirements: Construction Management**

Unless otherwise defined within Schedule 2, capitalized terms will have the meanings set out in *Standard General Conditions*. Where a capitalized term is defined in both the *Standard General Conditions* and Schedule 2, the definition set out in Schedule 2 will apply.

**Article 1:**

<b>Construction Management Services Section Reference</b>	<b>Issue</b>	<b>Special Conditions</b>
DMR 2.1(4)	General Responsibilities of the Construction Manager	
DMR 3.2(1)	Pre-Construction Phase	<b>NOTE:</b> 3-B.4 is only required for certain projects
DMR 3.3(3)	Construction Phase	
DMR 3.4(1)	Post-Construction Phase	
DMR 4.5(1)	Own Forces Work	On each <i>Work Package</i> , the limitation will be the lesser of \$200,000 or 10% of the <i>Individual GMP</i> . The accumulated maximum for the <i>Project</i> is 10% of the total <i>Construction Cost</i> .
DMR 5.2(3)(b)(iv)	Pre-Construction Phase: Reimbursable Expenses	
DMR 5.3(2)(a)	Reimbursable Expenses – <i>Project Site</i> personnel	

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

The Contractor 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
<b>Standard Specifications</b>	
<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:
<b>Standards, Guidelines, Manuals &amp; Catalogues</b>	
<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:

**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 marked with an “x”:

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

- (1) With the exception of emergency related work, all temporary traffic control installations on *City* streets must first be approved by *The City*.
- (2) *The City* will determine the type of temporary traffic control installations required, and through the *City's Representative* direct the *Work* to ensure proper co-ordination.
- (3) All temporary traffic control devices must conform to the latest edition of each of the following documents: "Manual of Uniform Traffic Control Devices for Canada", *The City's* "Sign Code Manual", "Temporary Traffic Control Manual" and "Temporary Traffic Control Guidelines for Pedestrians".
- (4) The *Contractor* must:
- (a) notify *The City* a minimum of 4 *Business Days* in advance of when the temporary traffic controls are required at (403) 268-2670. *The City* will provide temporary traffic control for the following streets (as defined in the Streets Bylaw 20M88) and as designated in *The City's* Complete Streets Policy TT2014-0307:
    - i. Skeletals (Skeletal Road);
    - ii. Arterials (Arterial St., Industrial Arterial St., Local Arterial St.);
    - iii. Liveables (Parkway, Urban Boulevard, Neighbourhood Boulevard);
    - iv. Locals (Primary Collector St., Collector St., Activity Centre St.); and
    - v. All streets and lanes within the "**Centre City**", the BRZ's/BIA's (Business Improvement Areas as defined in calgary.ca) and streets in the proximity of all LRT stations.

For the purpose of this *Special Condition*, the *Centre City* is defined as the area bounded by 14th Street West, the Bow River, the Elbow River to the east, and 17th Avenue South;

- (b) provide the temporary traffic control for the following streets as defined in the Streets Bylaw 20M88) and as designated in the Complete Streets Policy TT2014-0307:
    - i. Locals (Industrial St., Residential Entrance St., Residential St., Lane (Alley)); and;
    - ii. Lanes (Alleys) excluding those in the Centre City, the BRZ St., Residential St., Lane (Alley)ts Bylaw 20M88) and a.
  - (c) provide *Project Site* protection and, at minimum, daily inspection regardless of roadway classification or location. *Project Site* protection includes all devices such as barricades and flashing lights in the immediate construction area to secure the *Project Site* from motorists and pedestrians; and
  - (d) carry out, or arrange for, at minimum, daily inspections of temporary traffic control installations, regardless of roadway classification or location. If maintenance or washing of any temporary traffic control is required, the *Contractor* will either inform *The City* (through the Traffic Leader Detours at (403) 268-2670) in order for *The City* to do the required maintenance or washing, or carry out the required maintenance or washing with its own forces at its sole cost and expense. The *Contractor* must maintain reasonable records of inspections and the actions taken as a result of the inspections.
- (5) If the *Contractor* fails to install or maintain its temporary traffic control devices in a condition to the satisfaction of *The City*, the *Work* occurring during this period may be determined by *The City*, in its sole discretion, to be unsatisfactory and not be considered for payment, and *The City* may shut down the *Project Site* until the temporary traffic control deficiencies have been corrected. Maintenance of temporary traffic control devices includes washing and hand repairs, as required. The *Contractor* will monitor on a minimum daily basis (preferably ongoing) temporary traffic control devices and any deficiency must be dealt with promptly.
- (6) The prior review and approval of *The City* is required for all temporary traffic control devices which are to be used in advance of or in and around the *Project Site* to direct traffic around the *Project Site*. *The City* will arrange for advertising the temporary traffic control installations. All costs incurred by *The City* for temporary traffic control advertising will be borne by *The City*. *The City* will monitor each temporary control installation and *Project Site* at least once per week. The *Contractor* must also monitor, and maintain records of such monitoring of, the temporary traffic control installations and the *Project Site* on a more frequent basis, which should be at least daily and advise *The City* of any deficiencies in the temporary traffic control installations for roads .
- (7) 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 are applicable to the *Work*. If it is necessary to remove a sign which has been placed by *The City* 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 located by *The City* or temporarily relocated by the *Contractor* has been moved from the position in which either *The City* or the *Contractor* placed it, or has been knocked down or removed from the *Project Site*, the *Contractor* must promptly report this matter to *The City*.
- (8) In the event of an emergency, the *Contractor* must act immediately to ensure the safety of the public and on-site workers, and immediately report full details of emergency situation to *The City*.

- (9) The *Contractor*, whenever reasonable, 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 to every resident and every business that will be affected.
- (10) 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 *Days* prior to the date when re-routing is required to be put into effect.
- (11) Where the *Work* of the *Contractor* will interfere with garbage collection, the *Contractor* must notify *The City* at least 7 *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 form, which will be provided by *The City*.
- (12) Where temporary traffic control devices are supplied by the *Contractor*, the *Contractor* must maintain such devices, barricades, and lighting. If *The City* is required to maintain the *Contractor* supplied devices, the cost of such maintenance will be charged to the *Contractor* through *The City*.
- (13) The *Contractor* must remove all signs, amber flashing lights, and barricades, after the temporary traffic control installation is no longer required by the *Project*.

### 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 Testing* 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]**

SAMPLE

**SGC 13.1(8) Additional Contractor's Insurance**

**1.2 Professional Liability Insurance**

(1)  None

**[or]**

SAMPLE

**SGC 13.2(1) City Procured Insurance**

**1.3 Course of Construction Insurance**

(1)  None

**[or]**

SAMPLE

**1.4 “Wrap-Up” Commercial General Liability Insurance**

(1)  None

**[or]**

SAMPLE

**Part E: Project Specific Requirements**

None

**[or]**

See attached Schedule 3, Part E: Project Specific Requirements



Special Conditions (revised for SGC version 1.4 December 1, 2021)

1. SGC 4.1(1) is hereby revised to add the following to the end of the existing paragraph: “and *The City’s* COVID-19 Contractor and Volunteer Vaccination Policy (ELT2021-1453).”.
2. SGC 12.1(1)(c) is hereby revised to add the following to the end of the existing paragraph after safety: “and *The City’s* COVID-19 Contractor and Volunteer Vaccination Policy (ELT2021-1453); and”.
3. SGC 12.1(2)(a) is hereby revised to add the following to the end of the existing paragraph: “and *The City’s* COVID-19 Contractor and Volunteer Vaccination Policy (ELT2021-1453).”.
4. The following new clause is added as SGC 12.1(2)(l.1): “COVID-19”.

SAMPLE

**SCHEDULE 4  
PROJECT SCHEDULE**

Milestone	Date

SAMPLE

---

**SCHEDULE 5**  
**TECHNICAL SPECIFICATIONS**

See Schedule 5-A attached

SAMPLE

**APPENDIX B  
 PROPOSAL SUBMISSION FORM**

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

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

**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*.

<b>Name of Party:</b>			
<b>Details of Conflict of Interest:</b>			
<b>Brief description of nature of participation in preparation of the Proposal:</b>			
<b>Date of employment with The City (past or current):</b> *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 handwritten signature or by *Electronic Signature* and either of them will be considered sufficient 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 OF *PROPONENT***  
(Full Legal Name of *PROPONENT*)

**OR**

---

**SIGNATURE OF PERSON AUTHORIZED TO BIND THE *PROPONENT***

---

**PRINT OR TYPE NAME OF INDIVIDUAL SIGNING *PROPOSAL***

**ATTENTION:**

I confirm that the above is the *Electronic Signature* of the *Proponent*. By clicking on the "Submit Bid" in the MERX portal to upload this *Appendix B – Proposal 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* and that the *Proponent* understands that it is bound by the terms of its *Proposal Documents*.by the terms of its *Tender Documents*.

---

**PRINT OR TYPE NAME OF INDIVIDUAL SUBMITTING *PROPOSAL***



**APPENDIX C  
PRICE SUBMISSION FORM**

**TO:** The City of Calgary, Supply Management

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

**PART A:** Pricing based on the terms, conditions and *Technical Specifications* as set out in the *Sample Contract Letter*.

**ALL PRICING MUST EXCLUDE GST**

**TOTAL BID SUMMARY TABLE**

<b>Pre-Construction Phase: Fixed Fee</b>	Lump Sum	\$
<b>Construction Phase &amp; Post-Construction Phase: Construction Management Fee</b>	<i>% Construction Management Mark-up x Estimated Construction Budget (estimate only for evaluation purposes – Construction Management Fee to be calculated as set out in Schedule 2)</i>	\$
<b>TOTAL PRICE SUBMISSION</b>		\$

<i>Project Site personnel listed in the Special Conditions</i>		<b>Hourly Rate (excluding GST)</b>
<b>Position</b>	<b>Individual Name</b>	
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

**PART B:** Pricing based on the *Proposed Modifications to the Sample Contract Letter*.

**NOTE TO PROPONENTS:** At the sole discretion of *The City*, preference may be given to *Proposals* with no proposed modifications to the *Sample Contract Letter* or proposed modifications that are beneficial to the *Project* (collectively referred to as "*Proposed Modifications*"). See **Appendix G Part 3** for information on *Financial Submission* requirements and evaluation.

No.	<i>Proposed Modifications to Sample Contract Letter</i>	<i>Benefit(s) to Project</i>	<i>Impact on Price Submission</i>	<i>Impact on Technical Specifications and/or Project Schedule</i>
1.				
2.				
3.				
4.				

## 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>		
<i>Proponent Team Member</i>		
<i>Proponent Team Member</i>		
<i>Proponent Team Member</i>		
<i>Proponent Team Member</i>		

### 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 Estimated Construction 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

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 Oblige") 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 Oblige, 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 Oblige, 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 Oblige, 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.



## APPENDIX F REFERENCE FORM

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

<b>Reference No. 1</b>	
Company Name:	
Company Address:	
Contact Telephone Number:	
Contact Email Address:	
Date Work Undertaken:	
Nature of Assignment:	
Value of Assignment:	
<b>Reference No. 2</b>	
Company Name:	
Company Address:	
Contact Telephone Number:	
Contact Email Address:	
Date Work Undertaken:	
Nature of Assignment:	
Value of Assignment:	
<b>Reference No. 3</b>	
Company Name:	
Company Address:	
Contact Telephone Number:	
Contact Email Address:	
Date Work Undertaken:	
Nature of Assignment:	
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 *MERX*
- (b) The electronic copy of a *Proponent's Proposal* as submitted online through *MERX* 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 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 the *Technical Submission and Financial Submission* are set out in the table below. The breakdown of the points available for each of the *Evaluation Categories* is set out in Part 2 and Part 3 of this Appendix G.

Evaluation Categories	Weighting	Maximum Points
<b>A. TECHNICAL SUBMISSION</b>		
<b>B. FINANCIAL SUBMISSION</b>		
1. Part A – Pricing based on terms, conditions and Technical Specifications in <i>Sample Contract Letter</i>	<b>Not Applicable</b>	
2. Part B – <i>Proposed Modifications</i>		
<b>TOTAL POSSIBLE MAXIMUM SCORE</b>		

S.A.

**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 set out in the *Sample Contract Letter*. *Proponents* are requested to be concise and limit their *Technical Submission* to no more than **\*\*\*insert no.\*\*\*** pages. **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:

Submission Requirements	Evaluation Criteria	Rating	Weight	Maximum Score
<b>A. TECHNICAL SUBMISSION</b>				
1. Project Understanding, Methodology and Approach <ul style="list-style-type: none"> <li>• [REDACTED]</li> <li>• Provide references as required in the <i>Information Table</i>.</li> <li>• [REDACTED]</li> </ul>	Insert the criteria that the Evaluation Committee will be looking for	0-10	Insert Number	Insert Number
2. Construction Team <ul style="list-style-type: none"> <li>• Provide list of <i>Key Personnel</i> for the <i>Project</i>.</li> <li>• Provide list of proposed subcontractors.</li> <li>• Insert the details on what is required to be provided in the submission relating to this category.</li> <li>• [REDACTED]</li> </ul>	Insert the criteria that the Evaluation Committee will be looking for e.g. For subcontractor list – has list been provided?	0-10	Insert Number	Insert Number

Submission Requirements	Evaluation Criteria	Rating	Weight	Maximum Score
<p>3. Schedule</p> <ul style="list-style-type: none"> <li>Insert the details on what is required to be provided in the submission relating to this category.</li> <li></li> </ul>	<p>Insert the criteria that the Evaluation Committee will be looking for</p>	<p>0-10</p>	<p>Insert Number</p>	<p>Insert Number</p>
<p>4. Quality Control, Safety and Risk Management</p> <ul style="list-style-type: none"> <li>Insert the details on what is required to be provided in the submission relating to this category.</li> <li><b>Note: Discuss with your Safety Advisor</b></li> <li></li> </ul>	<p>Insert the criteria that the Evaluation Committee will be looking for</p>	<p>0-10</p>	<p>Insert Number</p>	<p>Insert Number</p>
<p>5. Insert Evaluation Criteria</p> <ul style="list-style-type: none"> <li>Insert the details on what is required to be provided in the submission relating to this category.</li> <li></li> </ul>	<p>Insert the criteria that the Evaluation Committee will be looking for</p>	<p>0-10</p>	<p>Insert Number</p>	<p>Insert Number</p>
<p>6. Insert Evaluation Criteria</p> <ul style="list-style-type: none"> <li>Insert the details on what is required to be provided in the submission relating to this category.</li> <li></li> </ul>	<p>Insert the criteria that the Evaluation Committee will be looking for</p>	<p>0-10</p>	<p>Insert Number</p>	<p>Insert Number</p>
<p><b>TOTAL POSSIBLE MAXIMUM SCORE (TECHNICAL SUBMISSION)</b></p>				

## C. TECHNICAL SUBMISSION EVALUATION

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

- (i) An overall rating for each submission requirement described above will be assigned based on an overall 0 to 10 scale according to the defined evaluation criteria listed above.
- (ii) The score for each 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*.
- (iii) The City reserves the right to reject any *Proposal* that receives a rating of zero (0) or one (1) on any criterion.

SAMPLE

**APPENDIX G**  
**Part 3**  
**FINANCIAL SUBMISSION REQUIREMENTS**

**A. FINANCIAL SUBMISSION AND SUBMISSION REQUIREMENTS**

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

**B. FINANCIAL SUBMISSION EVALUATION**

The *Financial Submission* will be evaluated as follows:

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

$$\frac{\text{Lowest total price of all proposals}}{\text{Proposed price}} \times \text{_____} = \text{score}$$

**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 for Proponent ‘B’ is:  
 100 / 125 x \_\_\_\_\_ = \_\_\_\_\_

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

- a. All *Proposals* will start with a score for this part of 5 out of 10;
- b. Scores may increase as follows:
  - i. From +1 to +3 points for additional “Benefits to *Project*”;
  - ii. +1 point for positive “Impact on *Price Submission*”;
  - iii. +1 point for positive “Impact on *Technical Specifications* and/or *Project Schedule*”.
- c. Scores may decrease as follows:
  - i. From -1 to -3 points for negative “Benefits to *Project*”;
  - ii. -1 point for negative “Impact on *Price Submission*”;
  - iii. -1 point for negative “Impact on *Technical Specifications* and/or *Project Schedule*”.
- d. Scores will then be multiplied by the weight assigned. The maximum score for this part is 10x \_\_\_\_\_ = \_\_\_\_\_.

The sum of the scores for Part A and Part B will be the total score for the *Financial Submission*. These scores will be added to the evaluation table set out in RFP Appendix G, Part 1.

**APPENDIX H  
BACKGROUND INFORMATION**

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

Document Title	
1	
2	
3	
4	
5	
6	
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8	
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11	
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14	
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