



Request for Quotes (non-binding) (RFQ)

RFQ No.: X

For

Fixed Price Construction

of

project

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

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INFORMATION TABLE

<p>PROJECT TITLE, RFQ NUMBER and PROJECT SUMMARY</p>	<p>The title and number of the <i>RFQ</i> are: (Please use this title and number on all correspondence)</p>	
<p>PROJECT SPECIFIC DETAILS</p>	<p>For example: The project is for a new school building.</p>	
<p>CITY CONTACT</p>	<p>The <i>City Contact</i> for the <i>RFQ</i> is: Name: _____ Email: _____ Primary method of communication with the <i>City Contact</i> will be via <i>SAP ARIBA</i></p>	
<p>PREQUALIFICATION</p>	<p>Purpose of the prequalification is to identify qualified Contractors who are interested in the <i>RFQ</i> opportunity. The <i>RFQ</i> is open to all qualified Contractors who are registered in the <i>SAP ARIBA</i> system. A short list of qualified Contractors will be provided to the <i>City</i>.</p>	
<p>PROJECT SITE LOCATION</p>	<p>This</p>	
<p>TIMETABLE Please enter date and time as: YYYY-MM-DD 00:00:00</p>	<p>Activity</p>	<p>Timeline</p>
	<p>RFQ issue date</p>	
	<p>Date and time of <i>Respondents' Meeting</i></p>	
	<p>Date and time of <i>Site Visit</i></p>	
	<p>Last day for <i>Respondents</i> to submit <i>RFIs</i> for <i>Approved Alternative</i>, <i>Approved Equivalent</i> or <i>Approved Equal</i></p>	<p>Prior to 14:00:59 mountain time on</p>

	(insert date at least 7 <i>Business Days</i> prior to <i>Submission Deadline</i>)	
	Last day for <i>Respondents</i> to submit all other <i>RFIs</i> (insert date at least 3 <i>Business Days</i> prior to <i>Submission Deadline</i>)	Prior to 14:00:59 mountain time on
	Last day for posting of responses to <i>RFIs</i> (insert date at least 2 <i>Business Days</i> prior to <i>Submission Deadline</i>)	
	Last day for issuance of <i>Addenda</i> (insert date at least 2 <i>Business Days</i> prior to <i>Submission Deadline</i>)	
	Submission Deadline	**insert date 14:00:59 mountain time
RESPONDENTS' MEETING		
SITE VISIT		
INSURANCE AND SAFETY REQUIREMENTS or RESTRICTIONS FOR SITE VISIT or RESPONDENTS' MEETING		
SUBMISSION INSTRUCTIONS	<i>Quotes</i> must be submitted electronically on <i>the SAP ARIBA Portal</i> /The submission receipt provided electronically by <i>SAP ARIBA</i> upon submission of a <i>Quote</i> will indicate the date and time of submission.	
INELIGIBLE PERSONS	The following are considered <i>Ineligible Persons</i> :	

<p>CONSENT OF SURETY</p>	<p>Choose one</p> <p><input type="checkbox"/> <i>Consent of Surety to furnish a contract performance bond upon award for 50% of the Total Quote Price.</i></p> <p><input type="checkbox"/> <i>Consent of Surety to furnish a contract performance bond and labour and material payment bond upon award for 50% of the Total Quote Price.</i></p> <p><input type="checkbox"/> <i>Consent of Surety to furnish a multi-year renewable contract performance bond, executed annually for 50% of the Total Quote Price (being the value of the initial term set out in Schedule 3, Part E, Project Specific Requirements).</i></p> <p><input type="checkbox"/> No bonding is required.</p>
<p>ESTIMATED CONSTRUCTION BUDGET</p>	<p>\$ _____</p>
<p>PROJECT TEAM SCHEDULE</p>	<p>_____</p>
<p>THE CITY'S LIMIT ON LIABILITY</p>	<p>The Section 8.2 limit is the lesser of either the <i>Quote</i> preparation costs that the <i>Respondent</i> seeking damages from <i>The City</i> can demonstrate, or \$250,000.</p>

REQUEST FOR QUOTES

Section 1 - INTRODUCTION

1.1 Interpretation

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

(2) In the *Quote 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 *Quote Documents* to “discretion” or “sole discretion” means in the sole and absolute discretion of the party exercising the discretion.

(4) If the *Quote 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 *Quote Documents*, the following terms have the meanings set out:

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

Advisor means any *Person* retained to provide professional advice to any one of *The City*, a *Respondent*, or a *Respondent 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 Respondent* and *The City* pursuant to this *Quote 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 *Respondent*, or the property of *The City*, or the *Respondent*.

Approved Alternative, Approved Equivalent, or Approved Equal means materials or equipment that *The City* has approved and communicated to all *Respondents* through *Addenda* as an alternative, equivalent, or equal to those materials or equipment specified in the *Quote Documents*.

Background Information means information provided by *The City* for *Respondents'* review that is set out in Appendix G.

Base Price Sub-Total means the price for the *Work* excluding (i) all applicable federal, provincial, and municipal taxes and duties; (ii) any *Contingency Allowance* and *Cash Allowance*; and (iii) any overhead and profit relating to the *Cash Allowance*, as provided by the *Respondent* in Appendix C – Price Schedules.

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*.

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 *Quote Process*, the *Quote Documents* or the *Project*, whether supplied, obtained from, or provided before or after the *Quote 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 *Respondent* or any *Respondent 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 *Respondent's* obligations under the *Sample Contract Letter* if that *Respondent* was determined to be the *Successful Respondent* under the *Quote 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 *Quote 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 *Quote Process*) of strategic and/or material relevance to the *Quote Process* or to the *Project* that is not available to other *Respondents* and that could or could be seen to give the *Respondent* 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 *Respondent* were to enter into the *Agreement* with *The City*, the bonding company would issue the required bonds.

Day means calendar day.

De-scope Component means a component of the *Project* scope, if any, that *The City* will delete on the occurrence of an *Over Budget Event* as set out in Appendix C.

De-scoping Price Adjustment means an adjustment to the Base Price Sub-Total based on the application of the required *De-scoping Price Submissions*.

De-scoping Price Submissions means the price submissions provided by *Respondents* for each *De-scope Component*.

Electronic Signature means, for the purpose of submitting a *Quote* to this *Request for Quotes*, the printed or typed full legal name of the *Respondent*.

Estimated Construction Budget means the estimated construction budget for the *Project* at the time of issuance of the *Request for Quotes* and established by *The City*, and if disclosed will be set out in the *Information Table*.

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

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

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

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 *Quote Process* or the design, planning, or implementation of the *Project*, and who has, or may provide to a *Respondent*, 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 *Respondents*, 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 *Request for Quotes* containing certain information.

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

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

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

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

Notification of Selection means the notification sent to the *Successful Respondent*.

Over Budget Event means the *Total Quote Prices* contained in all the *Quotes* submitted by *Respondents* exceed the *Estimated Construction Budget*.

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*.

Prime Contractor for Safety means the role of “prime contractor” as that term is defined in the *Occupational Health and Safety Act*, S.A. 2017, Ch. O-2.1, all of its regulations, and the *Occupational Health and Safety Code (Alberta)*.

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

Project De-scoping means a deletion in the scope of the *Project*.

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

Project Team Schedule means the list of the *Respondent’s Key Personnel* and sub-trade subcontractors set out in Appendix F.

Quote means the documents submitted to *The City* by the *Respondent* in accordance with the *Quote Documents*.

Quote Breakdown means any detailed price information sheets required by *The City* to be completed and submitted.

Quote Documents means those documents listed in Section 2.1.

Quote Number is the number assigned to the *Request for Quotes* and is set out in the *Information Table*.

Quote Process means the **non-binding** procurement process followed by *The City* to select a *Successful Respondent* which commences with the issuance of the *Request for Quotes* and terminates on the earliest of:

- (a) the issuance of the *Notification of Selection* to the *Successful Respondent*; or
- (b) *The City’s* cancellation or termination of the *Request for Quotes*.

Quote 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 *Respondent* is permitted in accordance with Section 6.1.1 to rectify its *Quote* to satisfy the requirements in Section 5.1.

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

Request for Quotes (RFQ) means this request for quotes.

Respondent means a single legal entity that submits documents in response to the *Request for Quotes*; both prior to and after the submission of its *Quote* to *The City*.

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

Respondents' Meeting means an optional general meeting for all *Respondents* held on the date, and at the time and location set out in the *Information Table*.

Respondent 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 *Quote* as a team.

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

Respondent Team Member means a member of a *Respondent Team*.

RFPQ Process means the request for prequalification process that preceded this *Quote*, either project-specific or category-specific, in accordance with *The City's* prequalification process.

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 *Quote* as set out in the *Timetable*.

Submission Requirements means all of the submission requirements for the *Respondents' Quotes* as set out in the *Quote Documents*.

Successful Respondent means the *Respondent* selected by *The City* to receive a *Notification of Selection* in accordance with the *Quote Process*.

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

Submission Deadline means the date and time that is the deadline for the submission of *Quotes*.

The City means *The City of Calgary*.

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

Total Quote Price means the price for the *Work* including all applicable federal, provincial, and municipal taxes and duties in force or announced prior to the *Submission Deadline*, even if the effective date of those taxes or duties is after the *Submission Deadline*, and all costs and expenses as set out in the *Finalized Contract Letter*.

Work means all work and any services to be performed by the *Respondent* 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 *RFQ* is issued by *The City* in respect of the *Project*. Certain information is summarized in the *Information Table* at the beginning of the *RFQ*.

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

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

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

1.5 Overview of Project Procurement and Implementation

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

(a) **Stage 1 – Prequalification**

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

(b) **Stage 2 – Quote Process**

(i) The *Quote Process* is the **non-binding**, competitive procurement process described in detail in the *Request for Quotes*. As more specifically set out in Sections 6 and 7, the purpose of this *Quote Process* is to identify the *Respondent* with the lowest *Total Quote Price* 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 *Quote Process*.

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

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

Section 2 - THE QUOTE DOCUMENTS

2.1 Quote Documents

- (1) The *Quote Documents* are:
 - (a) the *RFQ*;
 - (b) Appendix A – *Sample Contract Letter* (including attached Schedules);
 - (c) Appendix B – *Quote Submission Form*;
 - (d) Appendix C – Price Schedules;
 - (e) Appendix D – *Respondent Team Declaration*;
 - (f) Appendix E – Consent of Surety and Form of Bond(s);
 - (g) Appendix F – *Project Team Schedule*;
 - (h) Appendix G – *Background Information*; and
 - (i) *Addenda* to the *Quote Documents*, if any.

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

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

2.2 Conflicts or Inconsistencies in Documents

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

- (a) for matters of interpretation related to the *Quote Process* and all competitive procurement process matters, the *Request for Quotes* will prevail over the appendices to the *Request for Quotes* during the *Quote Process*;
- (b) for all matters of interpretation of the *Project* and the *Sample Contract Letter* during the *Quote Process*, the *Sample Contract Letter* will prevail over the *Request for Quotes* 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 *Respondent* believes that there is any term or condition in any *Quote Document* that is ambiguous, or that conflicts or is inconsistent with any other term or condition in the *Quote Documents*, the *Respondent* 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 *Quote Document* as posted on *SAP ARIBA* will govern. For the purposes of this Section 2.2(3), the latest version of any *Quote Document* will be determined by the date and time of when that document was placed on *SAP ARIBA* by *The City*.

2.3 Distribution of Documents to Respondents

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

2.4 SAP ARIBA

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

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

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

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

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

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

(5) An individual who submits a *Quote* on behalf of the *Respondent* in response to the *RFQ* is deemed, as a result of such submission, to have full legal authority to submit a *Quote* on behalf of the *Respondent*. *The City* takes no responsibility or liability for a *Quote* submitted in response to this *Request for Quotes* without the appropriate approval of the *Respondent* having been obtained for submission of the *Quote*.

Section 3 - THE QUOTE PROCESS

3.1 Quote Process Timetable

(1) *The City* may amend the *Timetable*, without liability, cost or penalty and in its sole discretion at any time before the *Submission Deadline* for events that are to occur on or before the *Submission Deadline*, including the *Submission Deadline* itself.

(2) If *The City* extends the *Submission Deadline*, all obligations of the *Respondents* will be subject to the extended date and time.

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 *Respondents* must submit all communications regarding the *Quote Documents*, the *Quote Process*, and their *Quotes* to the *City Contact* electronically in accordance with Section 3.2.2.

3.2.2 RFI Submission Process

- (1) A *Respondent* must submit an *RFI* if the *Respondent*:
- (a) identifies any errors, omissions, or ambiguities in the *Request for Quotes*;
 - (b) wishes to seek an *Approved Alternative*, *Approved Equivalent*, or *Approved Equal*; or
 - (c) wishes to submit a question or request additional information with respect to the *Request for Quotes*, including with respect to the *Quote Process*, the *Project*, or the *Sample Contract Letter*.
- (2) *Respondents* 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 *Respondent* or any of its *Respondent Team Members* of the *Quote Documents*, *Background Information*, responses to *RFIs*, *Notices*, or any other type of information provided by *The City*.
- (4) *The City* will respond in writing to *RFIs* received prior to the deadline set out in the *Timetable* and will distribute all *RFIs* received, with responses, to all *Respondents*, through *SAP ARIBA* but will not attribute the questions to any particular *Person*.
- (5) *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*.
- (6) The *City's* responses to *RFIs* do not amend the *Quote Documents* unless subsequently confirmed by way of an *Addendum* to the *Quote Documents* issued in accordance with Section 3.6.
- (7) Prior to the *Submission Deadline*, if a *Respondent* wishes to contact *The City* on matters relating to its *Quote*, the *Quote Documents* or the *Quote Process*, it will contact the *City Contact* electronically through *SAP ARIBA*. Direct contact by *Respondents* with the *City Contact* may only occur in situations where contact through *SAP ARIBA* is not possible.

3.3 Communications Restrictions

3.3.1 Communications with Other Government Authorities and Utilities

(1) Subject to the restrictions in Section 3.3.2, *Respondents* and *Respondent 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 *Respondents*, *Respondent Team Members*, or their respective *Advisors* receive or believe they may have received from another municipality, government authority, or utility provider. *Respondents*, *Respondent 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) *Respondents* and *Respondent 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 *Quote Process*.

(2) Without limiting the generality of Section 3.3.2(1), and except as otherwise explicitly permitted in this *Request for Quotes*, neither *Respondents* nor *Respondent 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 *Quote Process*, any of the following *Persons* or organizations on matters related to the *Quote Process*, the *Quote Documents*, or the *Quotes*:

- (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 *Respondent* or their *Respondent Representative* (except *Respondent Team Members* that are part of more than one *Respondent*);
- (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 *Respondent* or a *Respondent 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 6.2; or
- (b) impose conditions on the *Respondent's* or *Respondent Team Member's* continued participation in the *Quote 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 *Respondent* is not permitted to, and must ensure that its *Advisors*, employees, representatives, and *Respondent 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 *Quote Process*, the *Quote 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 *Respondents* nor the *Respondent 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 *Respondent* or *Quote* or to publicly promote or advertise their own qualifications, interest in, or participation in the *Quote 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), *Respondents*, and *Respondent Team Members* are permitted to state publicly that they are participating in the *Quote Process*.

(3) Section 3.3.3 (2) does not prohibit disclosures necessary to permit the *Respondent* 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 Respondents – No Collusion

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

3.4 Meetings with Respondents

3.4.1 Site Visit and Respondents' Meeting

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

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

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

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

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

3.5 Changes to the Respondent or Respondent Team Members

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

(2) If *The City*, in its sole discretion, considers a proposed change to a *Respondent's Identified Respondent 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 *Respondent* 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 Respondent Parties* made without consent by *The City*, *The City* may, in its sole discretion, disqualify the *Respondent* and terminate the *Respondent's* continued involvement in the *Quote Process* or allow the *Respondent* to continue under such terms and conditions as *The City*, in its sole discretion, may require.

(4) If, at any time prior to the execution of the *Finalized Contract Letter*, and notwithstanding any other provision in the *Quote Documents*, a *Respondent* or *Respondent Team Member* acquires control of another *Respondent* or *Respondent 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 *Respondent*, or acquired *Respondent Team Member* (as applicable), will be immediately disqualified from further participation in the *Quote Process*; and
- (b) *The City* will allow the acquiring *Respondent* or acquiring *Respondent Team Member* (as applicable), to continue in the *Quote Process* subject to such terms and conditions as *The City* may require.

3.6 Changes to the Quote Documents – Addenda

(1) *The City* may, in its sole discretion, amend or supplement the *Quote Documents*. *The City* will issue changes to the *Quote 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 *Quote Documents*. The approximate final date that *The City* will issue an *Addendum* in respect of the *Quote Documents* is set out in the *Timetable*.

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

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

3.7 Freedom of Information and Confidentiality

3.7.1 Freedom of Information and Protection of Privacy Act

(1) *Respondents* are advised that:

- (a) *The City* may be required to disclose the *Quote Documents* and a part or parts of any *Quote* or any other records relating to the *Request for Quotes* pursuant to *FOIP*;
- (b) *The City* may disclose *Quotes* and other *Confidential Information* about *Respondents* to its *Advisors* engaged in connection with the *Project*;
- (c) *FOIP* may provide protection for confidential and proprietary business information. *Respondents* 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 *Quotes*.

(2) Subject to the provisions of *FOIP*, *The City* will use reasonable commercial efforts to safeguard the confidentiality of any information identified by a *Respondent* as confidential but will not be

liable in any way whatsoever to any *Respondent* or *Respondent 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*, *Respondents* and *Respondent 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 *Respondent* agrees that:
- (a) all *Confidential Information*:
 - (i) remains the sole property of *The City* and the *Respondent* will treat it as confidential;
 - (ii) will not be used by the *Respondent* for any purpose other than developing and submitting a *Quote* in response to the *Quote Process* or the performance of any subsequent agreement with *The City* relating to the *Project*;
 - (iii) will not be disclosed by the *Respondents* to any *Person* who is not involved in the *Respondent's* preparation of its *Quote* 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 *Respondent* to *The City* no later than 10 Days after that request;
 - (c) each *Respondent* 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 *Respondent's* employees, representatives, *Advisors* and the *Respondent Team Members* and their employees, representatives and *Advisors*;
 - (d) each *Respondent* 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 *Respondent* or by any *Person* to whom the *Respondent* has disclosed the *Confidential Information*;
 - (e) if a *Respondent*, a *Respondent Team Member* or any of their respective *Advisors*, prior to or following submission of the *Respondent's Quote*, 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 *Quote Documents*, the provisions of this Section 3.7.3 will survive any cancellation of the *Quote Process* and the conclusion of the *Quote Process* and, for greater clarity, will be legally binding on each *Respondent*, whether or not it submits a *Quote*.
- (2) The confidentiality obligations of the *Respondent* 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 *Respondent*, or which, after disclosure to the *Respondent*, becomes part of the public domain other than by a breach of the *Respondent's* confidentiality obligations or by any act or fault of the *Respondent*;
 - (b) information which was in the *Respondent's* possession prior to its disclosure to the *Respondent* by *The City*, and provided that it was not acquired by the *Respondent* under an obligation of confidence; or
 - (c) information which was lawfully obtained by the *Respondent* 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.

3.8 Conflict of Interest and Ineligible Persons

3.8.1 Conflict of Interest

- (1) If a *Respondent*, a *Respondent Team Member* or any of their respective *Advisors*, prior to or following submission of the *Respondent's Quote*, discovers any *Conflict of Interest*, the *Respondent* 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 *Quote Process*.
- (2) *Respondents* must disclose every *Conflict of Interest* in the *Quote Submission Form* whether or not the *Conflict of Interest* has been disclosed to *The City* prior to the submission of the *Quote*.
- (3) At the request of *The City*, the *Respondent* will provide *The City* with the *Respondent's* proposed means to mitigate and minimize to the greatest extent practicable any *Conflict of Interest*. The *Respondent* will submit any additional information to *The City* that *The City* requests from the *Respondent* 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 *Respondent*, *Respondent Team Member* or their *Advisors* from participating in the *Quote 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 *Respondent*, *Respondent 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 *Respondent* 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 *Respondent* or a *Respondent Team Member* or *Key Personnel*. Further, they may not advise or assist a *Respondent* or a *Respondent Team Member* in any way in relation to the *Quote 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 *Quote Process*.

(3) A *Respondent* may seek *The City's* permission to allow an *Ineligible Person's Affiliate* or former employee to participate as a *Respondent Team Member*, *Key Personnel*, or *Advisor* to the *Respondent*. To request permission, a *Respondent* 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 *Respondent* wishes to include on its team or as a *Respondent Team Member*, *Key Personnel*, or *Advisor* to the *Respondent*;
- (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 Respondent Costs

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

(2) Subject to Section 8.2(1), *The City* is not liable to pay any costs or expenses of any *Respondent* or to reimburse or compensate a *Respondent* under any circumstances, regardless of the outcome of the *Quote Process*.

3.10 Insurance

3.10.1 Insurance Required during the Quote Process

(1) During the *Quote Process*, *Respondents* are required to obtain, and, where applicable, to cause all of their respective *Respondent 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 *Respondent*, a *Respondent 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 *Respondent*, a *Respondent 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 this *Request for Quotes* or *Quote 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 *Respondent* or *Respondent 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 *Respondents* 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 *Respondents* 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) *Respondents* are responsible for all deductibles that may apply in any of the required insurance policies pursuant to this Section 3.10.1.

(5) By participating in the *Quote Process*, the *Respondents* confirm 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 Respondent*.

3.10.2 Applicable Law and Insurance during the Quote 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 *Respondents* to provide evidence acceptable to *The City* that:

- (a) the *Respondent*, and its *Respondent Team Members*, if applicable, are compliant with *Applicable Law* relating to workplace safety, workers' compensation, and labour relations; and
- (b) the *Respondent*, and its *Respondent 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 QUOTE

4.1 Quote Submission

(1) Each *Respondent* must submit its *Quote* on or before the *Submission Deadline*. For the purposes of this *Request for Quotes*, the determination of whether the *Quote* has been submitted on or before the *Submission Deadline* will be based on the time and date recorded by *SAP ARIBA*. *Quotes* will not be accepted after the *Submission Deadline*.

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

(3) *Respondents* should allow sufficient time to upload *Quotes* and to resolve any issues that may arise regarding the electronic submission prior to the *Submission Deadline*. Each *Respondent* is solely responsible to ensure that the *Quote* is submitted prior to the *Submission Deadline* and that the uploaded *Quote* 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 *Quote* where any documents contained in the *Quote* cannot be opened or legibly viewed by *The City*. *Quotes* will not be opened publicly.

(5) As further set out in Section 5.1, each *Quote* must include a duly signed *Quote Submission Form* (Appendix B).

(6) For clarity, a "duly signed" *Quote Submission Form* (Appendix B) includes a *Quote 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 *Quote Submission Form* (Appendix B) with an *Electronic Signature*, the *Respondent* 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 Quotes

(1) *Respondents* may amend their *Quotes* prior to *Submission Deadline* by using the “Withdraw Bid” button on *SAP ARIBA* to withdraw their complete *Quote*. *Respondents* may then submit an amended *Quote* if desired, prior to *Submission Deadline*, by following the rules and procedures for submission.

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

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

4.3 Entities Permitted to Submit Quotes

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

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

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

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

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

Section 5 - QUOTE FORM AND CONTENT REQUIREMENTS

5.1 Format and Content of the Quote

(1) *Respondents* will submit *Quotes* in accordance with the requirements and instructions set out in Appendices B to D, and Appendix F to the *RFQ* and in accordance with the *Timetable*. *Quotes* must be submitted in English.

(2) *Respondents* must submit the following completed according to the instructions contained in each form, and, where applicable, signed by an authorized representative:

- (a) *Quote Submission Form* (Appendix B);
- (b) Price Schedules (Appendix C);
- (c) *Respondent Team Declaration Form* (Appendix D) (where applicable);
- (d) *Consent of Surety* (Appendix E) or acceptable alternative, in accordance with Section 5.3(1);

- (e) *Project Team Schedule* (Appendix F) (where applicable);
- (f) any additional information set out in the *Information Table*.

(3) Prices set out in the Price Schedules (Appendix C) must be inclusive of all applicable duties and taxes except GST which should be itemized separately where indicated. Prices submitted by *Respondents* 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 Respondent

(1) *Respondents* are solely responsible for carefully examining all of the *Quote Documents*, and any maps, plans, drawings, and data referred to in the *Quote 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 *Respondent* to do so will not be accepted as a basis for changes to the *Work* or extensions to any deadlines under the *Agreement*.

(2) *Respondents* 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) *Respondents* 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 *Respondent* must deliver on *Submission Deadline* a *Consent of Surety* in the amounts 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 *Respondent*, 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, or irrevocable letter of credit, along with any additional documentation *The City* may require; or
- (b) a letter that a bank draft, certified cheque, or irrevocable letter of credit, will be provided upon the request of *The City*.

(2) Failure by a *Respondent* to provide additional required documentation in accordance with this Section 5.3 will result in *The City*, in its sole discretion, electing to discontinue consideration of the *Respondent's Quote* in the *Quote Process*.

5.4 Disclosure of Respondent's Information

- (1) *Respondents* agree that *The City* may, in its sole discretion, disclose to the public:
 - (a) the name and address of the *Respondent*; and

- (b) whether the *Respondent's Quote* was compliant with the *Quote Documents* and, if not, the details of such non-compliance.

Section 6 - QUOTE EVALUATION AND DISQUALIFICATION PROVISIONS

6.1 Steps in the Evaluation Process

6.1.1 Step 1 – Review of Quote

(1) *The City* will review each *Quote* and will determine in its sole discretion whether it complies with the requirements of the *Quote Documents*, including the submission requirements set out in Section 5.1.

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

- (i) *Quote Submission Form* (Appendix B);
- (ii) Price Schedules (Appendix C) and Part B *Project De-scoping - De-Scoping Price Submissions*, thereof where applicable and an *Over Budget Event* has occurred;
- (iii) *Respondent Team Declaration* (Appendix D) (where applicable);
- (iv) *Consent of Surety* or alternative form of security as required by Section 5.3(1);
- (v) *Project Team Schedule* (Appendix F) (where applicable); and
- (vi) any additional information set out in the *Information Table*.

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

(4) If in the sole discretion of *The City*, at the end of *Rectification Period*, a *Respondent* has failed to rectify deficiencies in accordance with Section 6.1.1(2) to the satisfaction of *The City*, *The City* will, without liability, cost, or penalty exclude the *Respondent* from further consideration in the *Quote Process*. For clarity, other than rectification opportunities referred to in Section 6.1.1(2), *Respondents* will not be provided with any other opportunity to rectify deficiencies in their *Quotes*.

6.1.2 Step 2 – Review of the Quote Submission Forms

(1) *The City* will review the *Quote Submission Form* (Appendix B) to:

- (a) verify that the *Respondent* meets the prequalification requirements set out in the *Quote Documents*, if any;
- (b) ensure that there have been no changes to the *Prequalified Parties* from any *Prequalification Submissions*, and apply the provisions of Section 3.5; and
- (c) assess the *Conflict of Interest* and *Confidential Information* section of the *Quote Submission Form* and apply the provisions of Section 3.8.

(2) *The City* may:

- (a) require a *Respondent* to clarify or verify the contents of its *Quote*; and
- (b) seek a *Respondent's* acknowledgment of *The City's* interpretation of the *Quote* or any part of the *Quote*.

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

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

6.1.3 Step 3 – Quote Evaluation

(1) *The City* will evaluate and rank *Quotes* based on the lowest *Total Quote Price*.

(2) The *Quote Breakdown Sheets* and the *Project Team Schedule* will not be taken into account in the evaluation of *Quotes*.

6.2 **Affordability and Project De-scoping**

6.2.1 Process regarding Over Budget Event

(1) On the occurrence of an *Over Budget Event*, *The City* will carry out *Project De-scoping* in accordance with Section 6.2.1(2).

(2) If *The City* must, in accordance with 6.2.1(1), carry out a *Project De-scoping*, *The City* will revise the *Respondent Base Price Sub Total* and ranking based on the *Total Quote Price* of each *Respondent* taking into account the applicable *De-scoping Price Adjustments* reflected in each *Respondent's De-scoping Price Submissions* contained in Appendix C, and will re-rank the *Respondents* based on the revised *Total Quote Price* of each *Quote*.

(3) If more than one *De-scoping Component* has been set out in Appendix C, *The City* will carry out the *Project De-scoping* on a *De-scope Component* by *De-scope Component* basis in the order set out in Appendix C and, in respect of each *De-scope Component* that is implemented, will carry out the procedure set out in Section 6.2.1(2).

(4) *The City* will carry out the process described in Section 6.2.1(2) and 6.2.1(3) until

- (a) there are no further *De-scoping Price Adjustments*; or
- (b) the *Project De-scoping* results in at least one of the *Respondents* having a *Total Quote Price* equal to or less than the *Estimated Construction Budget*.

(5) *Respondents* are strongly encouraged to submit a *De-scoping Price Submission* when requested by the *Quote Documents*. For clarity, if *The City* has not provided any *De-scoping Components* in Appendix C, *Respondents* should not provide any *De-scoping Price Submission* and there will be no *Quote* re-ranking.

(6) If on completion of the *Project De-scoping*, the process fails to bring an of the *Respondent's Total Quote Price* below the *Estimated Construction Budget*, *The City* may in its sole discretion, elect to discontinue the *Quote Process* or negotiate with the *Respondent* with the lowest revised *Total Quote Price* based on the completed *Project De-scoping* process.

6.2.2 De-scope Component and Price Adjustments

(1) In the event *The City* establishes more than one *De-scope Component*, *The City* will specify the order in which it intends to delete and adjust the *De-scope Components* in Appendix C.

(2) *Respondents* may, as part of Appendix C and in accordance with the requirements of the *Quote Process*, include a *De-scoping Price Submission* on a cumulative basis that reflects all *De-scoping Price Adjustments* that would be required to be made to implement each of the *De-scope Components* and, where there is more than one *De-scope Component*, in the order in which they have been specified in Appendix C.

(3) The *De-scoping Price Submissions* of *Respondents* will not be taken into account in the evaluation of *Quotes* except on the occurrence of an *Over Budget Event*. A *Respondent* ranking will be affected by *De-scoping Price Adjustments* only in accordance with the process described in Section 6.2.1.

6.3 Disqualification

(1) *The City* may, in its sole discretion, disqualify a *Respondent*, a *Respondent Team Member*, or a *Quote*, or cancel its decision to make an award under this *Request for Quotes*, at any time prior to the execution of the *Finalized Contract Letter* by *The City*, if:

- (a) the *Quote* is determined to be non-compliant pursuant to Section 6.1.1;
- (b) the *Respondent* fails to cooperate in any attempt by *The City* to clarify or verify any information provided by the *Respondent* in its *Quote* pursuant to Section 6.1.2(2);
- (c) the *Respondent* contravenes Section 3.3.2 or 3.3.3;
- (d) the *Respondent* fails to comply with *Applicable Law*;
- (e) the *Quote* contains false or misleading information or a misrepresentation;
- (f) the *Quote*, in the opinion of *The City*, reveals a material *Conflict of Interest* for which the *Respondent*, in accordance with Section 3.8:
 - (i) does not receive a waiver or consent from *The City*; or
 - (ii) fails to substitute the *Person* or entity giving rise to the *Conflict of Interest*;
- (g) in the opinion of *The City*, acting reasonably, the *Respondent* or a *Respondent Team Member* or any of their respective representatives contravened Section 3.3.4;
- (h) the *Respondent* or *Respondent Team Member* has committed a material breach of:
 - (i) any existing agreement between the *Respondent* and *The City*; or
 - (ii) any other provision of this *Request for Quotes*;

- (i) *The City's* "Procurement Policy for a Party with a Dispute with *The City*" (FA-056 (A)) applies to the *Respondent* or a *Respondent Team Member*;
- (j) the *Respondent* or any *Respondent Team Member* or any director or officer of either a *Respondent* or *Respondent 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 *Respondent* or a *Respondent Team Member* or any of their *Affiliates* or any director or officer of either a *Respondent* or *Respondent Team Member* in relation to a public or broader public sector quote or procurement in any jurisdiction;
- (l) the *Quote*, 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 *Respondent* or *Respondent Team Member* failed to disclose an actual *Conflict of Interest* in the past or current procurement issued by *The City*, unless the *Respondent* has demonstrated to the satisfaction of *The City* that the *Respondent* has implemented measures to prevent future false or omitted disclosure of actual *Conflicts of Interests*; or
- (n) in the 12 months prior to *Submission Deadline*, *The City* has taken action under Section 12.4 of the *Standard General Conditions*.

Section 7 - SUCCESSFUL RESPONDENT AND EXECUTION AND SUBMISSION OF FINALIZED CONTRACT LETTER AND DOCUMENTS

7.1 Successful Respondent

(1) On completion of its evaluation process, including any negotiation under Section 6.2.1, *The City* will identify the *Successful Respondent* and *The City* will notify the *Successful Respondent* by issuance of a *Notification of Selection*.

(2) *The City* or the *Successful Respondent* may withdraw from the *Quote Process* at any time prior to the execution of the *Finalized Contract Letter*.

7.2 Execution and Submission of Finalized Contract Letter and Documents

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

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

(3) No later than 2 *Business Days* after the date of the *Successful Respondent's* receipt of the *Notification of Selection*, the *Successful Respondent* must submit to *The City* a *Quote Breakdown*.

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

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

Section 8 - LEGAL MATTERS AND RIGHTS OF THE CITY

8.1 RFQ Not a "Bidding Contract" or a Tender

(1) Notwithstanding any other provision of the *RFQ*, the *RFQ* 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 8.2, neither the *RFQ* nor the submission of a *Quote* by a *Respondent* will create any legal or contractual rights or obligations whatsoever for or on any of the *Respondent* or *The City*, as applicable. Except as provided in Section 3.7 and Section 8.2, no legal relationship or obligation of any kind whatsoever will be created between a *Respondent* and *The City* until the successful execution of the *Finalized Contract Letter*.

(2) Without limiting the generality of Section 8.1(1), the following principles apply to the *Quote Process*:

- (a) *The City* may, in its sole discretion, change or discontinue the *Quote Process* at any time whatsoever;
- (b) *The City* may, in its sole discretion, decline to evaluate any *Quote* 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 *Respondent*, *Person* or *Persons* with respect to the *Work* that is the subject of the *RFQ*;
- (d) A *Respondent* is not obligated to comply with the format for the *Quote* set out in the *RFQ* in order to have its *Quote* 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 *Respondents*;
- (e) *The City* may, in its sole discretion, request any supplementary information whatsoever from a *Respondent* after the *Submission Deadline*, including information that the *Respondent* 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 *Respondent*);
- (f) while the pricing information provided is subject to the non-binding nature of the *Quote Process*, such information will be assessed during the evaluation of *Quotes* and accordingly, misleading or incomplete information, including withdrawn or altered pricing during evaluation or negotiation, could adversely impact any such evaluation or negotiations and result in the cessation of negotiations with that *Respondent*; and
- (g) *The City* may, in its sole discretion and at any time during the *Quote Process*:
 - (ii) reject any or all of the *Quotes*;
 - (iii) accept any *Quote*;

- (iv) if only one *Quote* is received, either elect to reject it or to enter into negotiations with the applicable *Respondent*;
- (v) elect to discontinue the *Quote Process* at any time before the end of the *Quote Process*, including after the identification of a *Successful Respondent* but before the *Finalized Contract Letter* is executed and submitted;
- (vi) elect not to proceed with the *RFQ*;
- (vii) alter the *Timetable*;
- (viii) change the *Quote Process* or any other aspect of the *Quote Documents*; and
- (ix) cancel the *Quote Process* and subsequently conduct another competitive process for the same services or *Work* that are the subject matter of the *RFQ* or subsequently enter into negotiations with any *Person* with respect to the services or *Work* that are the subject matter of the *RFQ*.

(3) For clarity, Sections 8.1(1) and 8.1(2) are not intended to limit the rights of *The City* or the *Respondents* to conduct themselves in accordance with the common law governing direct commercial negotiations in effect in accordance with the *Applicable Law*.

8.2 Limit on Liability

(1) Notwithstanding that, in accordance with *RFQ* Section 8.1(1), the *RFQ* is not a tender and is not intended to create "Contract A", each *Respondent* and all other *Persons* participating in this *Quote Process* agree that if *The City* or its respective *Advisors* are found liable, in any way whatsoever, for any act or omission in respect of or in connection with this *Quote Process*, the total liability of *The City* to any *Respondent*, *Respondent Team Member*, or any other *Person* participating in this *Quote 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 *Quote* preparation costs that the *Respondent* seeking damages from *The City* can demonstrate, or \$250,000.

8.3 The City's Liability for Respondent's Costs

(1) *The City* will not be liable for any expense, cost, loss, or damage incurred or suffered by any *Respondent*, any *Respondent 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 8.1.

8.4 Applicable Law and Attornment

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

(2) By participating in the *Quote Process*, the *Respondent* agrees that:

- (a) any action or proceeding relating to the *Quote Process* must be brought in any court of competent jurisdiction in Alberta and for that purpose the *Respondent* 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 *Quote 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 8.4.

8.5 Licenses, Permits, etc.

(1) If a *Respondent* is required by *Applicable Law* to hold or obtain a licence, permit, consent, or authorization to carry on an activity contemplated in the *Quote Documents*, neither acceptance of the *Quote* 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 *Respondent* will not undertake or perform any activity until it has obtained all licenses, permits, consents, or authorizations required under *Applicable Law* or the *Agreement*.

8.6 Power of Municipal Council of The City

(1) *Respondents* are advised that no provision of this *RFQ* (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.

8.7 Trade Agreements

(1) Where the *Quote 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 this *RFQ*.

Section 9 - NOTIFICATION AND DEBRIEFING

(1) After the *Successful Respondent* has been identified and has executed the *Finalized Contract Letter*, *The City* will formally notify the *Respondent(s)* who were not selected that they were not successful in the *Quote Process*.

(2) Following the execution of the *Finalized Contract Letter*, at the request of a *Respondent*, *The City* will 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 Quote* to provide the *Work*, including any applicable modifications set out in section (6).

(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* 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 - Fixed Price Construction;
- (iv) Schedule 4 – Project Schedule;
- (v) Schedule 5 – Technical Specifications (including *Drawings*); and
- (vi) Schedule 6 – Contractor’s Quote.

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) The *Contractor* submitted a *Total Quote Price* of \$

<i>Base Price Sub-total</i> (from Appendix C)	\$
<i>% Contingency Allowance</i>	\$
<i>Cash Allowance</i>	\$
<i>% for overhead and profit relating to the Cash Allowance</i>	\$
Sub total	\$
GST	\$
<i>Total Quote Price</i>	\$

(6) No *Over Budget Event* occurred.

[or]

An *Over Budget Event* occurred and the following modifications, as negotiated, are accepted:

Description of Modification	Negotiated Price Adjustment		Net Cumulative Price Adjustment
	Deletion	Addition	
	\$	\$	\$

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

(7) In accordance with the schedules to the *Contract Letter*, *The City* will pay to the *Contractor* the *Total Quote Price* of \$:

<i>Base Price Sub-total</i> (from Appendix C)	\$
Net cumulative price adjustment, if any	(\$)
<i>Adjusted Base Price Sub-total</i>	\$
% <i>Contingency Allowance</i>	\$
<i>Cash Allowance</i>	\$
% for overhead and profit relating to the <i>Cash Allowance</i>	\$
Sub total	\$
GST	\$
<i>Total Quote Price</i>	\$

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

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

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

Performance Bond (amount should equal 50% of the Total Quote Price)	\$
Labour and Material Payment Bond (amount should be equal to 50% of the Total Quote Price)	\$

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.

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

(11) The Prime Contractor for Safety is _____ one: _____

(12) This Contract Letter may be executed and scanned or otherwise signed electronically and delivered by electronic transmission, and when so executed and delivered will be deemed an original and binding on the parties. This Contract Letter may be executed in one or more counterparts, each of which taken together, shall constitute only one legal instrument.

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

- (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:

If to The City:	If to the Contractor:
Director, Supply Management: The City of Calgary, Supply Management 2 nd Flr, Building U, 677 25 Avenue SE Calgary, Alberta T2G 4K8 Email: SupplyManagementGeneral@calgary.ca	
City Representative: 	

Design Professional:	
Pursuant to SGC 22.1(1) for dispute resolution purposes:	
Supervisor:	Senior Representative:
Manager:	

- (14) 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*.

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

Approved	
As to Content	
Business Unit Initials	

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

SCHEDULE 2**DELIVERY METHOD REQUIREMENTS: FIXED PRICE CONSTRUCTION****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.

**ARTICLE 2:
STANDARD SPECIFICATIONS, GUIDELINES & REQUIREMENTS****2.1 Standard Specifications, Guidelines and Requirements**

The *Contractor* 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:

Standard Specifications
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
Standards, Guidelines, Manuals & Catalogues
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 *Contractor* may be required to comply with other documents specified in Schedule 3 – Special Conditions.

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(11)	Cash Allowances											
SGC 1.1(28)	Contingency Allowances											
SGC 1.1(65)	Identified Encumbrances											
SGC 1.1(74)	Lien Period											
SGC 1.1 (76)	Materials											
SGC 1.1(105)	Project Site	The <i>Project Site</i> is: **inse										
SGC 1.1(114)	Scheduled Operational Date											
SGC 1.1(141)	Warranty Period											
SGC 1.1(144)	Work Plan	The <i>Contractor</i> will prepare the following that are preceded by a box with an “x”: <table border="1" data-bbox="760 1650 1308 1820"> <thead> <tr> <th data-bbox="760 1650 829 1682">“x”</th> <th data-bbox="834 1650 1308 1682">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="760 1688 829 1719"><input type="checkbox"/></td> <td data-bbox="834 1688 1308 1719"><i>ECO Plan</i></td> </tr> <tr> <td data-bbox="760 1726 829 1757"><input type="checkbox"/></td> <td data-bbox="834 1726 1308 1757"><i>Health and Safety Plan</i></td> </tr> <tr> <td data-bbox="760 1764 829 1795"><input type="checkbox"/></td> <td data-bbox="834 1764 1308 1795"><i>Inspection Plan</i></td> </tr> <tr> <td data-bbox="760 1801 829 1833"><input type="checkbox"/></td> <td data-bbox="834 1801 1308 1833"><i>Quality Management Plan</i></td> </tr> </tbody> </table>	“x”	Description	<input type="checkbox"/>	<i>ECO Plan</i>	<input type="checkbox"/>	<i>Health and Safety Plan</i>	<input type="checkbox"/>	<i>Inspection Plan</i>	<input type="checkbox"/>	<i>Quality Management Plan</i>
“x”	Description											
<input type="checkbox"/>	<i>ECO Plan</i>											
<input type="checkbox"/>	<i>Health and Safety Plan</i>											
<input type="checkbox"/>	<i>Inspection Plan</i>											
<input type="checkbox"/>	<i>Quality Management Plan</i>											

Section Reference	Issue	Special Conditions
SGC 4.1(2)	Performance of Work	
SGC 4.1(2)(d)	Performance of Work	The <i>Contractor</i> undertakes maintenance of the <i>Project</i> and any <i>Facility</i> until:
SGC 4.7(1)	Compliance with Community Standards Bylaw	
SGC 4.8(3)	Key Personnel Substitution Compensation	
SGC 5.4(1)	Security Clearance	
SGC 5.8(1)(f)	Operational Manuals	
SGC 6.6(1)	Digital Drawings	
SGC 7.3(1)(b)	Liquidated Damages	
SGC 7.4(3)	Completion Prior to Scheduled Date	

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>NOTE: 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 9.3(1)(e) and 9.3(6)	Determination of Costs	<p>There is no Cost Method E for this Project.</p>
SGC 10.2(6)	Application for Payment	
SGC 10.2(7)	Application for Payment	<p>The City's <i>Tangible Capital Asset</i> form is</p>
SGC 11.1(2)	Inspection Plan	<p>NOTE: Make sure your choice is consistent with “Work Plan” above</p>

Section Reference	Issue	Special Conditions
SGC 11.1(3)	Quality Management Plan	
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	[for] See S
SGC 13.2(1)	City Procured Insurance	None. See S
SGC 20.1(1)	ECO Plan	NOTE: Make sure your choice is consistent with "Work Plan" above
SGC 20.2(3)	Erosion and Sediment Control	Contact <i>The City's</i> Water Resources-Erosion Control Coordinator at 403-268-2655
SGC 20.4(1)(b)	Project Site Water Management	Contact <i>The City's</i> Water Resources- Control Coordinator at 403-268-2655 and <i>The City's</i> Water Resources – Industrial Monitoring Supervisor at 403-268-4558
SGC 20.9(1)(e)	Discovery of Hazardous Substance	
SGC 20.11(3)	Offsite Disposal of Excavated Material	Contact <i>The City's</i> Environmental Control Technologist in Waste & Recycling Services at 403-268-8440 or cleanfill@calgary.ca
SGC 20.14(1) and (5)	Authorization to Operate Fire Hydrants	Contact <i>The City's</i> Director, Water Services at 403-268-4416 or 403-268-4712

Section Reference	Issue	Special Conditions
SGC 20.18(3)	Clean-Up and Restoration of Project Site	
SGC 22.9	Currency	

Part B: Schedule 2 – Delivery Method Requirements: Fixed Price Construction

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.

The *Contractor* must comply with *The City's* current edition (as at issuance of the *Procurement Documents*) of the following documents that are preceded by a box with an "x":

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

Part C: Additional Requirements

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

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

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

1.1 Explosives and Blasting

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

1.2 Work Adjacent to Pipelines

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

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

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

1.3 Historical Resources Act

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

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

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

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

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

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

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

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

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

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

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

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

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

1.5 Closing of Streets or Sidewalks

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

1.6 Hauling Routes, Load Limits and Weigh Scales

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

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

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

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

1.7 Performance Standards and Performance Tests

- (1) *Performance 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 *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]

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]

1.4 “Wrap-Up” Commercial General Liability Insurance

(1) None

[or]

Part E: Project Specific Requirements

(1) None

[or]

See attached Schedule 3, Part E: Project Specific Requirements

SAMPLE

**SCHEDULE 4
PROJECT SCHEDULE**

Milestone	Date

SCHEDULE 5
TECHNICAL SPECIFICATIONS

See Schedule 5-A attached

SAMPLE

**APPENDIX B
 QUOTE SUBMISSION FORM**

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

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

1. WE CONFIRM:

(a) Quote

- i. we have examined the *RFQ Documents* and have received all pages including all *Addenda*;
- ii. we acknowledge that the content of all *Addenda* form part of the *RFQ Documents*;
- iii. the prices contained in our Price Schedules are based on the terms and conditions of the *RFQ Documents*;
- iv. we acknowledge and accept the limit of liability set out in *RFQ* Section 8.2;
- v. except as explicitly provided in the *RFQ*, the submission of this *Quote* creates no legal or contractual obligations or rights on *The City* or the *Respondent*, all as set out in *RFQ* Section 8.1;
- vi. any negotiations with *The City* with respect to the *Sample Contract Letter* will assume that we will hold or improve our *Quote* submitted and that, in the event that we do not hold or improve

our *Quote*, *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 Respondent*, we will provide to *The City* all documentation required by the *RFQ Documents*.

(b) Communication and Information

- i. we have not discussed or communicated, directly or indirectly, with any other *Respondent*, any information whatsoever regarding the preparation of our *Quote* or the *Quote* of the other *Respondents* in a way that would contravene *Applicable Law*;
- ii. we have prepared and submitted our *Quote* independently and without connection, knowledge, comparison of information or arrangement, direct or indirect, with any other *Respondent*;
- iii. to the best of our knowledge after reasonable inquiry, we, our *Respondent 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 *Quote Process*;
 - 3. not engaged in any inappropriate bidding practices or unethical behaviour in the course of this *Quote Process*; and
 - 4. complied fully with Section 3.3.3 of the *RFQ* and the provisions of any confidentiality agreement entered into in connection with the *Quote Process*.
- iv. where any *Background Information* is provided to us by *The City* in the course of the *Quote Process*, we confirm our *Quote* 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 *Quote 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 *Quote*, the *Respondent* and each *Respondent 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 *Quote*; **AND**:
 - A. were employees of *The City* and ceased employment within twelve (12) months prior to the *Submission Deadline*;
 - B. are current employees of *The City*; or
 - C. are a spouse of a current employee of *The City*.

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

- ii. upon request, we will provide *The City* with any additional information about each party identified above; and
- iii. IF THE TABLE ABOVE IS LEFT BLANK, we declare that (i) there was no Conflict of Interest in preparing the *Quote*; and (ii) there is no foreseeable Conflict of Interest in performing the obligations set out the *Quote 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 *RFQ*, there have been no changes to the *Respondent* or any of the *Identified Respondent 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 *Respondent 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 *Quote*, 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 *Quote Submission Form* by handwritten signature or by *Electronic Signature* and either of them will be considered sufficient to bind the *Respondent*;
- (b) by submitting this *Quote 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 Respondents: The *Respondent* must complete the *Quote Submission Form* in a manner which legally binds the *Respondent*.

ELECTRONIC SIGNATURE:

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

OR

HANDWRITTEN SIGNATURE:

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

ATTENTION:

I confirm that the below is the Electronic Signature of the respondent. By clicking on “Submit Entire Response” in the ARIBA portal to upload this Appendix B – Quote Submission Form and all other related documentation in the process of submitting a Quote, I confirm that I have the authority to fulfil the Respondent’s intentions to submit the Quote, and that the Respondent understands that it is bound of the terms of its Quote

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

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

**APPENDIX C
 PRICE SCHEDULE**

TO: The City of Calgary, Supply Management

CITY CONTACT:
RFQ NUMBER:
PROJECT TITLE:
DATE:
NAME OF
PROPONENT:

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

PART A: TOTAL QUOTE PRICE SUBMISSION

Complete and submit all attached Appendix C Schedules by the *Submission Deadline*.

Calculation of Total Quote Price Submission:

LIST OF SCHEDULE(S) to APPENDIX C	SUB-TOTAL SCHEDULE AMOUNTS (carried forward from attached Appendix C Schedules)
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Base Price SUB TOTAL:	\$
<p>NOTE: Only applicable if <i>The City</i> has indicated a <i>Contingency Allowance</i> (see Schedule 3 – <i>Special Conditions</i>). Add % for <i>Contingency Allowance</i> <i>The City</i> to insert number or N/A.</p>	\$
Add <i>Cash Allowance</i> (see Schedule 3 - <i>Special Conditions</i>)	
\$	
\$	
\$	
\$	

NOTE: Only applicable if <i>The City</i> has indicated a <i>Cash Allowance</i> (see Schedule 3 – <i>Special Conditions</i>). Add _____ % for overhead and profit relating to the <i>Cash Allowance</i>	\$
SUB TOTAL:	\$
GST	\$
TOTAL QUOTE PRICE SUBMISSION	\$

PART B: Project De-Scoping – De-Scoping Price Submissions

Applicable for this Quote.

OR

Not Applicable for this Quote.

Do not complete this Appendix C Part B. *The City* will disregard any *De-scope Component* and any *De-scoping Price Submissions* inserted by the *Tenderer*.

Order	De-scope Component (Over Budget Event)	De-scoping Price Submissions	
		Deletion from the Base Price Sub-total	Addition to the Base Price Sub-total
1		\$	\$
2		\$	\$
3		\$	\$

4		\$	\$
5		\$	\$
6		\$	\$
7		\$	\$
8		\$	\$
9		\$	\$
10		\$	\$

APPENDIX D RESPONDENT TEAM DECLARATION

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

A. DEFINITIONS

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

B. LEAD RESPONDENT

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

C. IDENTITY OF RESPONDENT TEAM

In addition to the *Lead Respondent*, the following legal entities are *Respondent Team Members*:
The members of the *Respondent Team* are:

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

D. CONFIRMATION OF LEAD RESPONDENT

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

The *Lead Respondent*, with the agreement and authorization of the *Respondent Team Members* and for the purpose of all matters related to the *RFQ* and the *Quote*, confirms that it will:

- (a) sign on behalf of the *Respondent Team*, the *Quote Submission Form*;

- (b) enter into and execute the *Finalized Contract Letter* for the provision of the services by the *Respondent Team*;
- (b) be held responsible and liable for the provision of the services by the *Respondent Team*;
- (c) accept payment for the provision of the services on behalf of the *Respondent Team Members*;
- (d) receive instructions for and on behalf of the *Respondent 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 *RFQ* and/or *Quote* and/or *Agreement*.

The *Lead Respondent*, as a *Respondent 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 Respondent*, I/We execute this form as of the date indicated below.

_____ Date (YYYY-MM-DD)

_____ Legal Name of *Lead Respondent*

Per: _____

Name

_____ Title

Per: _____

Name

_____ Title

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

E. CONFIRMATION OF RESPONDENT TEAM MEMBER(S)

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

Each *Respondent Team Member*, for the purpose of all matters related to the *RFQ* and/or the *Quote*, confirms that it:

- (a) consents to its inclusion as a member of the *Respondent Team*;
- (b) confirms that the *Quote* accurately reflects the qualifications of the *Respondent 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 *Respondent Team Member*;
- (d) understands and agrees that any information included in the *Quote*, 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 *RFQ* and has a clear understanding of the scope of work and performance requirements described in the *RFQ*;
- (f) grants authority to the *Lead Respondent* to do any or all of the following on its behalf:
 - (i) sign, through *Electronic Signature* or otherwise, on behalf of the *Respondent Team Members* the *Quote Submission Form*;
 - (ii) submit the *Quote*;
 - (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 *RFQ* and/or *Quote* and/or the *Agreement*.

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

Date (YYYY-MM-DD)

Legal Name of *Respondent Team Member*

Per: _____
Name

Title

Per: _____
Name

Title

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

Date (YYYY-MM-DD)

Legal Name of *Respondent Team Member*

Per: _____
Name

Title

Per: _____
Name

Title

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

Date (YYYY-MM-DD)

Legal Name of *Respondent Team Member*

Per: _____
Name

Title

Per: _____
Name

Title

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

Date (YYYY-MM-DD)

Legal Name of *Respondent Team Member*

Per: _____
Name

Title

Per: _____
Name

Title

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

APPENDIX E

CONSENT OF SURETY

Should it be required, the surety company executing this Consent of Surety hereby agrees, if the Quote is awarded in accordance with the Request for Quotes 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 Total Quote Price Submission for the fulfilment of the Agreement for the work covered by the Agreement and for the payment by the Respondent for all amounts owing by the Respondent in connection with a contract which may be awarded to

at the prices set forth in the Quote 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 Respondent.

Unless the surety company issuing this Consent of Surety executes the same under its corporate seal, The City may discontinue consideration of the Quote 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 Quote 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 E

CONSENT OF SURETY

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

[Redacted]

to become bound as surety in a Renewable Performance Bond for a Multi-Year Contract as specified in the Information Table, in the form containing the provisions and executed annually as required by the Agreement for fifty percent (50%) of the anticipated total consideration in each year, for the fulfillment of the Agreement for the work covered by the Agreement and for the payment by the Respondent for all amounts owing by the Respondent in connection with a contract which may be awarded to

[Redacted]

at the prices set forth in the Quote Documents. The surety company satisfactory to The City and allowed by the laws of the Province of Alberta to issue a Renewable Performance Bond for a Multi-Year Contract in Alberta is worth, over and above its present liabilities, the amount of the Bonds required by the Agreement to be provided by the Respondent.

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

The form of the Renewable Performance Bond for a Multi-Year Contract 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)

RENEWABLE PERFORMANCE BOND FOR A MULTI-YEAR CONTRACT

Surety Company's Bond No. _____ Bond Amount: _____

_____ as Principal, hereinafter called the Principal, and
 _____ a corporation created and existing under the laws of Canada and duly
 authorized to transact the business of Suretyship in Canada as Surety, hereinafter called the
 Surety, are held and firmly bound unto _____ as Obligee, hereinafter called the
 Obligee, in the amount of _____ Dollars (\$ _____)
 lawful money of Canada, for the payment of which sum the Principal and the Surety bind
 themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written multi-year contract with the Obligee, dated this
 ____ day of _____, in the year ____ for RFQ No. _____ – for the
 _____ for
 the term _____ to _____ (hereinafter referred to as the "Contract").

The condition of this obligation is such that if the Principal shall promptly and faithfully perform that
 portion of the Contract that corresponds with the Initial Term or Renewal Term (as those terms are
 defined herein), as the case may be, then this obligation shall be null and void; otherwise it shall
 remain in full force and effect, subject, however, to the following conditions:

1. 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
 shall promptly:
 - (a) remedy the default for the Initial Term or Renewal Term, as the case may be; or
 - (b) complete that portion of the Contract that corresponds with the Initial Term or
 Renewal Term, as the case may be, in accordance with the terms and conditions of
 the Contract; or
 - (c) obtain a bid or bids for submission to the Obligee for completing that portion of the
 Contract that corresponds with the Initial Term or Renewal Term, as the case may
 be, in accordance with the terms and conditions of the Contract 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 to complete that portion of the Contract that corresponds with
 the Initial Term or Renewal Term, as the case may be, in accordance with the terms

and conditions of the Contract and to pay those expenses incurred by the Oblige as a result of the Principal's default relating directly to the performance of the work under that portion of the Contract that corresponds with the Initial Term or Renewal Term, as the case may be, less the balance of the Contract price, but not exceeding the Bond Amount. The balance of the Contract price is the total amount payable by the Oblige to the Principal under the Contract for that portion of the Contract that corresponds with the Initial Term and all Renewal Terms, as the case may be, less the amount properly paid by the Oblige to the Principal; or

- (d) pay the Oblige the lesser of (i) the Bond Amount or (ii) the Oblige's reasonable proposed cost of completion for that portion of the Contract that corresponds with the Initial Term or the Renewal Term, as the case may be, less the balance of the Contract price.
2. The term of this Bond is for the period beginning on _____ and ending on _____ (the "Initial Term"). If requested by the Principal, the Initial Term may be extended, solely at the option of the Surety, for additional one (1) year periods (each a "Renewal Term"). This Bond shall expire at the end of the Initial Term or, if extended, at the end of the Renewal Term. Provided that at any time should the surety elect not to extend the bond for a Renewal Term, it must so inform the Oblige in writing prior to ninety (90) days before the expiry of the existing Initial Term or Renewal Term. If the surety does not so inform the Oblige of its intention not to extend the bond as stated herein, the bond will automatically be deemed extended for an additional Renewal Term.
3. The Surety shall not be liable and no right of action or claim shall accrue on this Bond as a result of:
- (a) the expiry of the Initial Term or Renewal Term, as the case may be, notwithstanding that such expiry of the term of this Bond may constitute a failure by the Principal, directly or indirectly, to promptly and faithfully perform any provision of the Contract; or
- (b) any default that occurs after, or extends beyond, the expiry of the Initial Term or Renewal Term as the case may be.
4. No right of action or claim shall accrue on this Bond to, or for the use of, any person or corporation other than the Oblige named herein, or the heirs, executors, administrators or successors of the Oblige.
5. It is a condition of this Bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of (1) the expiry of the Initial Term or the last Renewal Term; or (2) the date on which the Principal is declared in default by the Oblige.
6. The Surety shall not be liable for a greater sum than the Bond Amount.

7. The Bond Amount is not and shall not be deemed to be cumulative in the event the Bond is extended for a Renewal Term(s).

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)

**APPENDIX G
BACKGROUND INFORMATION**

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

Document Title	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	**Insert name of...
14	Insert document...
15	