



University of Alberta
Properties Trust



REQUEST FOR PROPOSALS

CIVIL ENGINEERING TECHNICAL
STUDIES AND STAGE 1 ENGINEERING

WEST 240

RFP #: 20230825

ISSUE DATE: August 25, 2023

CLOSING DATE: September 21, 2023 at 2:00PM (MDT)

SUBMISSION LOCATION: Emailed to
partnerwithus@uapt.ca

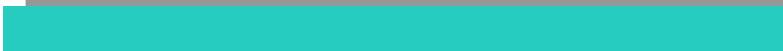


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1. INTRODUCTION

1.1 COMPANY DESCRIPTION

The University of Alberta Properties Trust (UAPT) has been formed by the University of Alberta (UA) to develop or re-develop lands deemed by UA as not central to its academic mission of academics and research. UAPT is an arm's length, independent incorporated trust with the UA as its' sole shareholder. Governed by a Board of Directors and managed by a staff, UAPT works with various stakeholders such as the City of Edmonton, Neighborhoods impacted from the land development, Land and Urban Planners, Engineers and Architects, Real estate developers/builders as well as the UA to develop the lands entrusted to it, with the profits from such activities being returned to UA to further its' core mission.

1.2 SCOPE OF WORK

This RFP is issued for the purpose of obtaining proposals for engineering work of the West 240 lands (the "Land"). The work will include technical studies supporting a lead planner in a Neighbourhood Area Structure Plan (NASP) submission and stage 1 engineering and construction support. The scope of work is described in more detail in [Schedule 1](#). The Land is between the communities of Grandview and Lansdowne, and between Whitemud Creek and 122 Street within the City of Edmonton, Alberta, Canada. See labelled aerial image in [Schedule 1](#).

1.3 SITE HISTORY

The site is part of the Treaty 6 territory, with the earliest known settlement of the Papaschase peoples. City of Edmonton annexed the said lands in 1913, while the University of Alberta bought the subject lands in 1930 making the site a part of the Faculty of Agriculture's research Lands. Analysis of the historic aerial imagery confirms the lands were used as farmlands. Urban settlement around the lands started in the 60's and 70's as neighborhoods were established surrounding the West 240 lands.

In recent years, the University of Alberta has been looking at best utilization of their land resources where South Campus is intended to accommodate much of the growth of the University for the next 30 years. The South Campus Concept Plan is consistent with the February 2001 direction from the Board of Governors of the University, denoting the subject site as Sector 14 (Partner lands) with underutilized lands providing an opportunity for infill development through the University of Alberta Properties Trust.

1.4 WORK TO DATE

The UAPT retained B&A in November 2022 as the winning proponent to RFP 20221006 - . Preliminary Planning and Urban Design Concept. Highlights of this project work to date include:

- a) Visioning and principles
- b) Open House #1a
- c) Open House #1b
- d) What We Heard #1
- e) Initial Concepts
- f) Open House #2

- g) What We Heard #2
- h) Preferred Concept – will be provided to short-listed Proponents under an NDA prior to interview as this hasn't been realised to public yet.
- i) Phasing Plan – will be provided to short-listed Proponents under an NDA prior to interview as this hasn't been realised to public yet.

Proponents are encouraged to see the public-facing work to date at our project website:
www.west240.site.

Here is a list of expected work to come under the current contract:

- a) Open House #3
- b) Class D Budget
- c) Conceptual Master Plan

Current contract is expected to wrap up in November 2023. Concurrently to this RFP, there is a closed planning RFP that will award the next phase of planning work. The winning Proponent of this RFP will be expected to support the lead planner through the NASP process and then continue into the engineering lead phase of the project.

1.5 FUTURE KEY DATES

The NASP is expected to commence in December 2023.

Construction on the Lands is expected to start when the crops are removed in 2025. This is estimated to be mid-October 2025. Given the seasonality of Edmonton, only minor work will be possible in 2025 with substantial construction starting in 2026 after the ground thaws. This is estimated to be mid-April 2026. All project schedules should provide a path to achieving these dates.

1.6 FORM OF AGREEMENT

The Preferred Proponent shall be required to enter into an agreement (the "Agreement") that is substantially in the form of the draft agreement attached in the Form of Agreement Schedule.

No obligation to proceed with the activities contemplated by the Scope of Work shall arise until such time as the Agreement is signed by all parties. It is anticipated that the Agreement will be signed on or around the date stated in [Section 3.2](#). The term of the Agreement is approximately 8 months or until the scope of work is complete.

2. DEFINITIONS AND INTERPRETATION

2.1 DEFINITIONS

In this RFP, unless the context otherwise requires, the following terms have the meanings indicated below:

- a) "Addendum" means a formal written document issued by the Company and labelled as an "addendum", which is generally used to modify or supplement this RFP (and "Addenda" has a corresponding meaning).

- b) "Agreement" has the meaning ascribed in Section 1.4 (Form of Agreement).
- c) "Applicable Law" and "Applicable Laws" means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals, and other legal requirements of any government and/or regulatory authority in effect from time to time.
- d) "Business Day" or "Business Days" means Monday to Friday between the hours of 8:00 a.m. to 4:00 p.m., except when such a day is a statutory holiday under the laws of Alberta, or as otherwise agreed to by the parties in writing.
- e) "Company" has the meaning ascribed to it in Section 1.1 (Company Description).
- f) "Conflict of Interest" means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent's other commitments, relationships or financial interests (a) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (b) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.
- g) "Days" means calendar days.
- h) "Eligible Proposal" means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.
- i) "Evaluation Team" means the individuals who have been selected by the Company to evaluate the Proposals.
- j) "Personal Information" means information about an identifiable individual that is recorded in any form, as prescribed by the Privacy Act.
- k) "Preferred Proponent" means the Proponent(s) that the Company has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.
- l) "Proponent" or "Proponents" means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent.
- m) "Proposal" or "Proposals" means all of the documentation and information submitted by a Proponent in response to the RFP.
- n) "Request for Proposals" or "RFP" means this Request for Proposals issued by the Company and all schedules thereto.
- o) "RFP Submission Deadline" means the Proposal submission date and time as set out in Section 3.2 (RFP Tentative Timetable) and as may be amended from time to time in accordance with the terms of the RFP.
- p) "RFP Manager" means the individual identified in Section 3.1 (RFP Manager).

- q) “Schedule” or “Schedules” means one of the schedules to this RFP listed at Section 2.2 (Definitions of Schedules).
- r) “Unfair Advantage” means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to the Company and which is not available to other Proponents; (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process; or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process and result in any unfairness.

2.2 DEFINITIONS OF SCHEDULES

In this RFP, unless the context otherwise requires, the following terms refer to the Schedules indicated below:

“Scope of Work”	Schedule 1
“Mandatory Requirements Checklist Schedule”	Schedule 2
“Rated Information Schedule”	Schedule 3
“Pricing Schedule”	Schedule 4
“Unfair Advantage and Conflict of Interest Statement Schedule”	Schedule 5
“Declaration and Certification Schedule”	Schedule 6
“References Schedule”	Schedule 7
“Form of Agreement Schedule”	Schedule 8

2.3 RULES OF INTERPRETATION

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

- a) In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- b) The plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.

3. RFP PROCEDURES

3.1 RFP MANAGER

3.1.1 *Restricted Communications*

All communications with the Company regarding any aspect of this RFP (up until any contract award notification) should be directed to the RFP Manager:

NAME: Keaton Seaby
TITLE: Manager, Development and Construction
ADDRESS: 10050 112 Street NW, Suite 600
 Edmonton, Alberta, T5K 2J1
PHONE #: 780-729-7260
E-MAIL ADDRESS: kseaby@uapt.ca

Proponents that fail to comply with the above communication restrictions may be disqualified from the RFP process.

3.1.2 *Authorized Amendments, Waivers, Information, or Instructions*

From the date of issue of the RFP through any award notification, only the RFP Manager is authorized to amend or waive the requirements of the RFP pursuant to the terms of this RFP.

Under no circumstances shall a Proponent rely upon any information or instruction regarding the RFP process unless the information or instruction is provided in writing by the RFP Manager. No officer, director, employee, agent of the Company or its subsidiaries shall be responsible for any information or instructions provided to the Proponent, with the exception of information or instructions provided in writing by the RFP Manager.

3.2 RFP TENTATIVE TIMETABLE

The following is a summary of the key dates in the RFP process:

EVENT	DATE
RFP Issue Date	August 25, 2023
Questions to be Submitted in Writing (see Section 3.4.1 for details)	September 11, 2023
Open Microsoft Teams Live Q&A Session (See Section 3.4.3 for details)	September 11, 2023 @ 1:30 PM
Issue Addenda Deadline (see Section 3.4.4 for details)	September 15, 2023
RFP Submission Deadline	September 21, 2023 @ 2:00 PM
Potential Shortlist Interviews	October 5, 2023

Anticipated Agreement Date

Week of November 6, 2023

The Company may change any of the above dates and times, including the RFP Submission Deadline, in its sole discretion and without liability, cost, or penalty. In the event a change is made to any of the above dates, the Company will provide notice of such change via written addendum.

3.3 RFP INFORMATION

3.3.1 Proponent to Review

Each Proponent should carefully review the RFP to ensure that it has no reason to believe there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP. Every Proponent is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.

3.3.2 Proponent to Notify

If a Proponent has any reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP, the Proponent must notify the RFP Manager in writing prior to submitting a Proposal. The RFP Manager will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

- a) after submission of a Proposal, claim that there was any misunderstanding or that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP; or
- b) claim that the Company is responsible for any of the foregoing.

3.4 CLARIFICATION AND QUESTIONS

3.4.1 Submission

Proponents must submit requests for clarification in writing by email to the RFP Manager, or as may otherwise be directed by the RFP Manager.

In submitting a request for clarification, a Proponent must include its address, telephone number, and email address.

Where a question relates to a specific section of this RFP, reference should be made to the specific section number and page of the RFP.

Requests for clarification must be submitted by the date stated in [Section 3.2](#).

3.4.2 Emailed Questions and Answers

The Company shall make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with [Section 3.4.1](#). Questions and answers will be distributed in numbered Addenda to Proponents via email or our website. In answering a Proponent's questions, the Company will set out the question(s), but without identifying the Proponent that submitted the question(s). Also, the Company may, in its sole discretion:

- a) edit the question(s) for clarity;
- b) exclude questions that are either unclear or inappropriate; and
- c) answer similar questions from various Proponents in one Addendum.

Where an answer results in any change to the RFP, such answer will be formally documented through the issue of a separate Addendum reflecting that change.

3.4.3 Open Q&A Session

The Company shall host an open Q&A session for all interested Proponents at the time and date list in [Section 3.2](#). The Company will answer as many questions live as possible. Questions that cannot be answered live will be answered via the Addendum. The session will be recorded and the content will be added to the Addendum. Proponents are welcome to bring any questions to this session including general questions about the Company.

Here are the details for the open Q&A session:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 289 094 727 234

Passcode: Rq4zaj

[Download Teams](#) | [Join on the web](#)

3.4.4 Issued Addenda

Before submitting a Proposal, a Proponent shall be responsible to verify that it has received all of the Addenda that have been issued, which shall be distributed via email or website according the timelines in [Section 3.2](#), unless it is an Addendum that extends the RFP Submission Deadline.

Any amendment or supplement to the RFP made in any other manner will not be binding on the Company.

3.5 PROPOSAL SUBMISSION

3.5.1 General

Proposals must be submitted by electronic means by the closing date and time specified in Section 3.2. The email address to be used for submissions is partnerwithus@uapt.ca. The receipt of the proposals will be time and date stamped electronically. Proposals received after the RFP Submission Deadline will not be considered. Proposals are to be submitted in English only, and any Proposal received by the Company that is not entirely in English may be disqualified.

3.5.2 Receipt

Every Proposal received will be date/time stamped electronically referred to in [Section 3.5.1](#).

3.6 WITHDRAWAL OF PROPOSAL

A Proponent may withdraw its Proposal only by providing written notice to the RFP Manager before the RFP Submission Deadline. A Proposal may not be withdrawn after the RFP Submission Deadline. The Company has no obligation to return withdrawn Proposals.

3.7 AMENDMENT OF PROPOSAL

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the RFP Submission Deadline. The Proponent must provide notice to the RFP Manager in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP. The Company has no obligation to return original Proposals.

3.8 COMPLETENESS OF PROPOSAL

As of the RFP Submission Deadline, the submission of a Proposal shall constitute a representation by the Proponent that:

- a) it has complied with this RFP;
- b) it is qualified and experienced to perform the Scope of Work in accordance with this RFP and the Form of Agreement Schedule;
- c) the Proposal (including pricing) is based on performing the Scope of Work in accordance with this RFP, without exception; and
- d) the pricing set out in the Proposal addresses all of the Proponent's obligations under the Form of Agreement Schedule necessary for the performance of the Scope of Work in accordance with this RFP.

3.9 PROPOSAL FORMAT

3.9.1 General

The Proponent's Proposal should be comprised and formatted as follows:

- (a) One email containing 1 electronic copy in searchable PDF format

3.9.2 Forms and Schedules

Proposals should be submitted in accordance with the instructions set out in this RFP and by completing the Schedules referred to below. Proposals should be completed without delineations, alterations, or erasures.

- Mandatory Requirements Checklist Schedule
- Rated Information Schedule
- Unfair Advantage and Conflict of Interest Statement
- Pricing
- Schedule
- Declaration and Certification Schedule
- References Schedule

3.9.3 Technical Issues

In preparing its Proposal, the Proponent should adhere to the following:

- a) all pages should be numbered;
- b) avoid using scanned copies of documents, where possible (scanned copies tend to be of greater size than original electronic versions);
- c) no embedded hyperlinks to online literature about the Proponent are permitted unless online literature is specifically requested in this RFP;
- d) completely address, on a point-by-point basis, each rated element identified in this Article 5 - Rated Information and Pricing; and
- e) as appropriate, incorporate the Schedules in its Proposal.

3.10 PROPOSAL IRREVOCABILITY

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in [Section 3.6](#), a Proposal shall be irrevocable by the Proponent for 120 days from the RFP Submission Deadline. Proposals will not be opened publicly.

3.11 ACCEPTANCE OF RFP

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal (to the extent that they do not conflict with the terms and conditions contained in this RFP).

3.12 AMENDMENTS TO THE RFP

Subject to [Section 3.2](#) and [Section 3.4.4](#), the Company shall have the right to amend or supplement this RFP in writing prior to the RFP Submission Deadline. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

3.13 CLARIFICATION OF PROPONENT'S PROPOSAL

The Company shall have the right at any time after the RFP Submission Deadline to seek clarification from any Proponent in respect of that Proponent's Proposal, without contacting any other Proponent. The Company shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponent's Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by the Company from a Proponent in response to a request for clarification from the Company may be considered to form an integral part of the Proponent's Proposal, in the Company's sole discretion.

3.14 VERIFICATION OF INFORMATION

The Company shall have the right, in its sole discretion, to:

- a) verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion by whatever means the Company may deem appropriate, including contacting persons in addition to those offered as references;
- b) reject any Proponent's statement, claim or Proposal, if such statement, claim or Proposal is patently unwarranted or is questionable; or
- c) access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and Company shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

The Proponent shall co-operate in the verification of information and is deemed to consent to the Company verifying such information.

3.15 PROPOSAL ACCEPTANCE

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Article 6 - Evaluation Process, will form a part of the evaluation process.

3.16 SUBSTANTIAL COMPLIANCE

The Company shall be required to reject Proposals which are not substantially compliant with this RFP.

3.17 NO PUBLICITY OR PROMOTION

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the Company.

If a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, the Company shall be entitled to take all reasonable steps as may be deemed necessary by the Company, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

3.18 DEBRIEFING

Proponents hereby acknowledge and understand that the Company may not be providing debriefings.

4. ADDITIONAL TERMS

4.1 CONFIDENTIALITY

4.1.1 *Company Confidential Information*

All correspondence, documentation, and information of any kind provided by or on behalf of the Company to a Proponent in connection with or arising out of this RFP or the acceptance of any Proposal (“Company Confidential Information”) constitutes the confidential information of the Company. The foregoing does not apply to any information that is, or becomes, generally available to the public other than as a result of disclosure by a Proponent.

The Proponent shall protect all Company Confidential Information as confidential, using reasonable measures no less stringent than those that it uses to protect its own confidential information of a like nature. In respect of all Company Confidential Information, the Proponent agrees that:

- a) it must not use that information for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement, if applicable;
- b) it shall prevent any use or disclosure of such information except as provided otherwise in this RFP, as expressly consented to by the Company in writing, or as may be required by Applicable Laws;
- c) it shall only disclose or grant access to such information to its employees or advisors who require access to that information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP;
- d) such information remains the property of the Company; and
- e) it shall return such information to the Company upon request.

The foregoing is subject to any other confidentiality agreement required by the Company as part of this RFP.

4.1.2 *Proponent Confidential Information*

Except as provided otherwise in this RFP, or as may be required by Applicable Laws (including the Access to Information Act), the Company shall treat the Proponents’ Proposals and any information about the Proponent gathered as part of this RFP process as confidential, and shall neither disclose nor divulge such information (except to its employees or advisors who require access to the information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP) without the express written permission and consent of the Proponent; provided that such obligation shall not include any information that is, or becomes, generally available to the public other than as a result of disclosure by the Company.

4.1.3 *Copies of Materials*

All correspondence, documentation, and information provided in response to, or because of, this RFP may be reproduced for the purposes of evaluating the Proponent’s Proposal.

4.2 PERSONAL INFORMATION

The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of individuals who will be assigned to perform any work unless specifically requested.

Any Personal Information that is requested as part of this RFP process shall only be used (a) to select the qualified individuals to undertake the Scope of Work; (b) to confirm that the work performed is consistent with these qualifications; (c) for any audit of this RFP process; and (d) in the case of the successful Proponent, for contract management purposes.

It is the responsibility of each Proponent to obtain the consent of applicable individuals prior to providing their Personal Information as part of this RFP process. If any Personal Information is disclosed to the Company by a Proponent, the Company will consider that the appropriate consents have been obtained for the disclosure to, and use by, the Company of the requested information for the purposes described herein.

4.3 ACCESS TO INFORMATION ACT

Proponents participating in this RFP process acknowledge that the UAPT is a private body subject to the Personal Information Protection Act of Alberta (PIPA). Confidentiality for any document submitted and accepted in response to this RFP cannot be ensured. Provisions exist under PIPA to allow disclosure of personal or business information where disclosure would not be harmful to the Proponent's business interests or not be deemed an unreasonable invasion of the Proponent's personal privacy as defined within PIPA. Proponents should review PIPA for further information.

4.4 RESERVED RIGHTS (GENERAL)

In addition to any other expressed rights or any other rights which may be implied in the circumstances, the Company reserves the right to:

- a) make public the names of any or all Proponents;
- b) request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Proposal, at the Company's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner;
- c) waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in the Company's sole discretion;
- d) verify with any Proponent or with a third party any information set out in a Proposal, as described in [Section 3.14](#);
- e) check references other than those provided by Proponents;

- f) disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Company impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the RFP;
- g) disqualify any Proponent where that Proponent, or one or more principles or key personnel of that Proponent, have (a) previously breached a contract with the Company; (b) otherwise failed to perform to the reasonable satisfaction of the Company; (c) engaged in conduct prohibited by this RFP (including where there is any evidence of collusion with any other Proponent, its personnel or agents); (d) been charged or convicted of an offence in respect of a prior or current contract with the Company or any of its affiliates; (e) breached any law that the Company deems relevant to this RFP or the Agreement; or (f) a Conflict of Interest or Unfair Advantage, or where reasonable evidence of any;
- h) Unfair Advantage or Conflict of Interest is brought to the attention of the Company;
- i) make changes, including substantial changes, to this RFP provided that those changes are issued by way of Addenda in the manner set out in this RFP;
- j) accept or reject a Proposal if only one Proposal is submitted;
- k) reject a subcontractor proposed by a Proponent within a consortium;
- l) select a Proponent other than the Proponent whose Proposal reflects the lowest cost to the Company;
- m) cancel this RFP process at any stage, do so without providing reasons, and thereafter initiate a new procurement process for the same or similar matters contemplated by this RFP, or take no further action in respect of the matters contemplated by this RFP;
- n) discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal; and
- o) reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the Company and/or its affiliates, or is otherwise engaged in a dispute with the Company and/or its affiliates.

By submitting a Proposal, the Proponent authorizes the collection by the Company of the information identified in this RFP, which the Company may request from any third party.

4.5 RESERVED RIGHTS (AS TO PREFERRED PROPONENT)

If the Preferred Proponent fails or refuses to execute the Agreement within 30 Business Days from the date of being notified that it is the Preferred Proponent, the Company may, in its sole discretion:

- a) extend the period for concluding the Agreement, provided that if sufficient progress towards executing the Agreement is not achieved within a reasonable period of time, the Company may, in its sole discretion, terminate the discussions (and proceed per (b) below);

- b) exclude the Preferred Proponent's Proposal from further consideration, rescind any invitation to execute the Agreement, and begin discussions with the next highest-ranked Proponent; or
- c) exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP.

4.6 PROPONENT'S COSTS

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- a) the preparation, presentation, and submission of its Proposal;
- b) the Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration;
- c) the conduct of any due diligence on its part, including any information gathering activity;
- d) the preparation of the Proponent's own questions prior to the RFP Submission Deadline; and
- e) any discussion and/or finalization of the Agreement.

4.7 NO LIABILITY

The Proponent agrees that:

- a) any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Alberta and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Alberta court;
- b) it irrevocably waives any right to and shall not oppose any Alberta court action or proceeding relating to this RFP process on any jurisdictional basis; and
- c) it shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from a Alberta court as contemplated by this RFP.

The Proponent further agrees that if the Company commits a material breach of this RFP, the Company's liability to the Proponent, and the aggregate amount of damages recoverable against the Company for any matter relating to, or arising from, that material breach, 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 Company, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from the Company can demonstrate.

4.8 ASSIGNMENT

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Company.

4.9 PRIORITY OF DOCUMENTS

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Schedules, the RFP shall prevail over the Schedules during the RFP process.

4.10 GOVERNING LAW

The RFP and the Proponent's Proposal shall be governed by the laws of Alberta and the federal laws of Canada applicable therein.

5. RATED INFORMATION AND PRICING

The Proponent's responses to the information requested below will be scored. Failure by a Proponent to respond to these items will affect the Proponent's evaluation and final score under [Section 6 \(Evaluation Process\)](#). Every Proponent should complete the Rated Information Schedule to indicate where in its Proposal it has set out a response to each of these rated elements.

PART A CORPORATE OVERVIEW

5.1 CORPORATE OVERVIEW

Every Proponent should provide a corporate overview with their submission, including areas of expertise, office locations, and years in business.

PART B SCOPE OF WORK CAPABILITIES AND RELATED MATTERS

5.2 SCOPE OF WORK CAPABILITIES

The Proponent should review the Scope of Work and demonstrate its understanding of, and ability to perform, the activities contemplated therein. The Proponent should describe the approaches the Proponent proposes to take to meet the Scope of Work requirements.

5.3 PROPOSED WORK PLAN AND TIMEFRAME

The Proponent should provide a detailed work plan of the activities contemplated by the Scope of Work, including all of the tasks, milestones, and timeframes, by providing a chart, graphic, or other tool. The names of the individuals performing each task should be included.

5.4 PERSONNEL

The Proponent should submit information related to the qualifications and experience of personnel who will be assigned to perform activities contemplated by the Scope of Work, which may include resumes, documentation of accreditation, and/or letters of reference. See [Section 4.2 \(Personal Information\)](#) before submitting any such personal information. It is expected proponents will identify and source any sub consultants required to fulfill the scope and these sub consultants will be included in the price.

PART C FORM OF AGREEMENT

5.5 ACCEPTANCE OF THE FORM OF AGREEMENT

If the Proponent objects to any clauses in the Form of Agreement Schedule, that Proponent must clearly identify in its proposal (a) any clauses in the Form of Agreement Schedule to which it objects, with an explanation as to the nature of the objection, and (b) alternate clauses that would be acceptable.

A Proponent who submits conditions, options, variations, or contingent statements to the terms set out in the Form of Agreement, either as part of its Proposal or after receiving notice of selection, not acceptable by the Company, may be disqualified.

The Proponent should not submit its own Form of Agreement or terms and conditions as part of its Proposal.

PART D PRICING

5.6 GENERAL

All pricing should be quoted as outlined in the Pricing Schedule. Assume a Survey Assistance fee of 1% will be charged to future contractors during construction.

6. EVALUATION PROCESS

6.1 GENERAL

The evaluation of the Proposals will be conducted by the Evaluation Team in several stages, as described below. The stages and the points allocated to each stage of the evaluation process are as follows:

STAGE	DESCRIPTION	Section	POINTS
I	Mandatory Requirements	6.2	(Pass/Fail)
II	Corporate Overview	6.3.1	5 points
II	Scope of Work Capabilities	6.3.2	20 points
II	Proposed Work Plan and Timeframe	6.3.3	20 points
II	Personnel	6.3.4	15 points
III	Pricing	6.4	15 points
IV	Potential Shortlist Interview	6.6	25 points
V	Reference Verification	6.7	(Pass/Fail)
Total			100 points

6.2 STAGE I – REVIEW OF MANDATORY REQUIREMENTS (PASS/FAIL)

A Proposal must include, or conform with, the following mandatory requirements:

6.2.1 Mandatory Requirements Checklist

The Proposal must include a completed Mandatory Requirements Checklist Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.

6.2.2 Pricing Schedule

The Proposal must include a completed Pricing Schedule, completed by the Proponent in accordance with the instructions contained in that schedule, provided that the following shall apply:

- a) all prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, profit, permits, licenses, labour, carriage insurance, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates. All prices

shall be quoted exclusive of the harmonized sales taxes or other similar taxes, each of which, if applicable, should be stated separately;

- b) all prices quoted, unless otherwise instructed in this RFP, shall remain firm for the period set out in the RFP;
- c) in the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail; and
- d) the Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the Form of Agreement Schedule, that it has factored all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed Pricing.

6.2.3 Declaration and Certification

The Proposal must include a completed Declaration and Certification Schedule, completed by the Proponent in accordance the instructions contained in that schedule.

6.2.4 References

The Proposal must include a completed References Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.

6.2.5 Proponent Consortium Information

Where a consortium is responding to this RFP, the following shall apply:

- a) one member of the consortium shall be the Proponent; and
- b) the Proponent shall confirm that the Proponent shall assume full responsibility and liability for the work and actions of all consortium members (who are subcontractors to the Proponent) with respect to the obligations to be assumed pursuant to this RFP, provided that the Company shall be entitled to reject a subcontractor and may consent to a replacement.

Where a consortium is not responding to this RFP, the Proponent shall respond by stating “Not Applicable”.

6.3 STAGE II – EVALUATION OF RATED INFORMATION

The information to be used by the Evaluation Team in the scoring of each Eligible Proposal is as shown in table [Section 6.1](#).

6.3.1 Corporate Overview

Every Proponent should provide a corporate overview with their submission, including areas of expertise, office locations, and years in business.

6.3.2 Scope of Work Capabilities

Proponents should provide supporting information outlining their scope of work capabilities, specifically describing their firm’s expertise in the fields of engineering for land development. Specific desired experience should be described, including experience:

- Leading and facilitating meetings with large groups of city officials, contractors, planners, and sub consultants;
- Developing and maintaining a complex project schedule;
- Working with a broad cross section of stakeholders, interest groups and communities;
- Ability to innovate and work with regulators to get your idea built;
- Proven competency to work with City and EPCOR agencies towards solutions;
- Obtaining municipal approvals on unique land development projects, noting any specific experience within the City of Edmonton; and
- Ability to improve an initial master plan.

Proponents will select three (3) precedent projects or studies successfully completed (or substantially completed if still current) in the past five years that are comparable (e.g., in nature, size and scope or complexity) and relevant to the scope of work for this RFP. Particular emphasis should be placed on the specific experience desired.

The RFP submission should include the following for each precedent project or study:

- Brief description and scope of work, underlying the direct relevance to the scope of work for this RFP;
- Description of the mandate's particular challenges;
- Identification of key personnel and their respective roles and indicating which key personnel are assigned a part of in the response to this RFP;
- Client references; and
- Documentary materials and/or web links where possible

If a consortium is proposed the Proponent's team should identify precedent projects for which they have collaborated in the past.

6.3.3 Proposed Work Plan and Timeframe

Proponents should include:

- A statement of understanding of the opportunities and challenges that affect the engineering for the Lands;
- A description of the strategy proposed to complete this mandate in line with the Scope of Work – Schedule 1;
- A preliminary timeline identifying the main stages and elements of the work scope;
- Ideas for innovation opportunities to be explored on this Project;
- Comments on your team's availability to meet in Edmonton including any dates or timeframe constraints;
- Proposed phasing plan based on current information using Concept A which is posted along side this RFP;
- A succession plan of how your proposed team will complete the scope within this RFP and then continue to future phases if awarded. Assume a 15 year build out. A timeline showing how the team members are envisioned to be utilized over the entire build out of the Land is encouraged;
- A sample project schedule for a similar project in progress or completed by the team (please redact detail in schedule as needed); and
- A sample meeting minutes from design or construction phase for a similar project in-progress or complete by the team (please redact detail in meeting minutes as needed).

6.3.4 Personnel

Proponents should identify principal staff, their qualifications, directly related experience and their roles within the project team. Proponents should also identify the utilization of each key team member during the different tasks outline in [Schedule 1 – Scope of Work](#).

In addition, Proponents should include:

- Utilization is the percentage of their time that will be spent on this project; and
- Industry participation and/or volunteerism in related associations should be highlighted among the team members and explain how the participation will be an asset to this project.
-

Additionally, it is preferred that a lead member of the project team is based in Edmonton, Alberta.

6.4 STAGE III – PRICING

Pricing will be scored based on the information provided in the Pricing Schedule. Consideration of the pricing schedule will include an assessment of:

- The fixed price tasks;
- The % cost of construction tasks;
- Upset limits on time and material tasks; and
- Hourly rates for team members.

6.5 STAGE IV – POTENTIAL SHORTLIST INTERVIEW

After Stage III, Proponents may be invited to participate in an interview at the Company's discretion. The purpose of the interview, if scheduled, will be to allow the Proponent to address the major elements of its Proposal, to obtain any required clarification, and to allow members of the Evaluation Team to interact directly with key representatives of the Proponent's proposed team. In advance of the interview, each invited Proponent may be provided with an agenda for the meeting. A Proponent will not have the opportunity to modify its written Proposal or otherwise introduce new information during the interview stage. The interview, if scheduled, will be used to validate and, if required, to make final adjustments to the evaluation results of the written Proposal. In addition, the oral presentation given at the interview would be evaluated on the basis of the following framework:

Interview Evaluation	
1	Demonstration of Proponent commitment to the Company
2	Response to pre-defined questions developed from all Proposals
3	Response to specific Proponent pre-defined questions developed from its Proposal

We intend to share additional information with shortlisted proponents prior to the interview which may include:

- The concurrent Planning RFP (for context);
- Further developed conceptual plans; and
- A proposed phasing plan.

6.6 STAGE VI – REFERENCE VERIFICATION (PASS/FAIL)

At this stage, the Evaluation Team will verify as many references provided by the Preferred Proponent in the References Schedule as the Evaluation Team may deem appropriate, and such references may be conducted in-person, as the Evaluation Team may determine in its sole discretion. References will be assessed on a pass/fail basis as to their satisfaction with the project, and will serve to validate (or not, as the case may be) the evaluation conducted by the Evaluation Team.

6.7 TIE BREAK PROCESS

Where two or more Proposals achieve a tie score on completion of the evaluation process, the Company may select any or all of those tied Proponents in its sole discretion.

6.8 PREFERRED PROPONENT

After the references have been successfully verified, the Company will notify the Preferred Proponent of its position as the Preferred Proponent and invite it to enter into discussions to finalize the terms of the Agreement, attached in the Form of Agreement Schedule. The Company expects that the Agreement will be executed substantially in the form in which it appears in this RFP.

The Company shall at all times be entitled to exercise its rights under [Section 4.5](#) and [Section 5.5](#).

For certainty, the Company makes no commitment to the Preferred Proponent that the Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate a Company to execute the Agreement.

SCHEDULE 1 SCOPE OF WORK

A. DESCRIPTION

University of Alberta Properties Trust (UAPT) is seeking an engineering team to undertake the civil engineering technical studies, preliminary engineering and phase 1 engineering for the Land.



Figure 1 - Aerial Image of West 240 and Area

B. WORK PLAN REQUIREMENTS

The winning Proponent will undertake and complete the following:

Task 1: Hydraulic Network Analysis (HNA)

- Attend meetings with the University of Alberta Properties Trust and planner to confirm staging, infrastructure layout, and issues that may arise through the preliminary engineering analysis.
- Liaise with EPCOR to get boundary conditions and to understand water work
- Produce HNA and provide to planner for NASP submission
- Address any comments from City of Edmonton or EPCOR needed for acceptance

Task 2: Neighbourhood Design Report (NDR)

- Attend meetings with the UAPT and planner to confirm staging, infrastructure layout, and issues that may arise through the preliminary engineering analysis
- Liaise with EPCOR and City of Edmonton to understand surrounding areas and limitations
- Produce NDR and provide to planner for NASP submission
- Address any comments from City of Edmonton or EPCOR needed for approval
- Produce a preliminary cut-fill plan

Task 3: Preliminary Engineering

- Prepare and facilitate tender for material testing and geomatics with a minimum of 5 bidders
- Attend meetings with the UAPT and planner to confirm staging, infrastructure layout, and issues that may arise through the preliminary engineering
- Finalize street cross-sections to support NASP
- Following the NDR, complete a topographical survey and prepare an overall detailed grading plan, together with a cut/fill analysis to determine a grading strategy for the site
- Prepare two Preliminary Opinion of Probable Costs for the site, broken out between the proposed stages
- Assume one midway through the NASP process and one after NASP submission
- Identify any issues through a more detailed layout of infrastructure, and propose resolutions and cost/schedule impacts and recommendations for consideration by the UAPT.
- Suggestions of additional value-added work during this task are encourage
- Confirmation of available power servicing
- Support for planning, geotechnical, environmental, and other technical studies

Task 4: Phase 1 Detailed Design Services**Project Management**

- Attend biweekly meetings over the duration of the Detailed Design schedule with UAPT and maintain meeting records
- Maintain QA / QC procedures prior to submittals to UAPT and municipal governing entities
- Prepare schedule of unit quantities for all designed items
- Provide the UAPT one Opinion of Probable Cost (OPC) based on the detailed design drawings.
- Preparation and submission for approval the phase 1 Hydraulic Network Analysis (Water), Erosion and Controls Report, and Commissioning Plan (Water) that are required for each stage of development
- Request the application for a servicing agreement for each stage to be entered into between the UAPT and the City of Edmonton
- Review and recommend draft Municipal Improvements Servicing Agreement.
- Manage subconsultants including landscape architecture, power, telecommunications, and ATCO
- Coordinate with geomatics consultant

Design Services

- Upon approval of the subdivision lotting & layout, prepare detailed design drawings according to the City of Edmonton and EPCOR Design, Construction standards and specifications
- Detailed design will include the preparation of drawings for infrastructure required to service the lots for grading, storm, sanitary, water, surface, power, telecommunication, lighting and landscape architecture
- Address any comments from City of Edmonton or EPCOR
- Coordinate with ATCO gas to provide drawings for the infrastructure required to service the lots of the approved layout
- Facilitate municipal approvals to advance construction
- Complete and submit plan of record drawings to the appropriate City Department/ Utility Agency within six months of construction completion.

Task 5: Phase 1 Construction Administration**Project Management**

- Attend weekly meetings with Contractors / UAPT and maintain meeting records as needed while construction is on-going
- Maintain QA / QC procedures prior to submittals to UAPT and municipal governing entities
- Prepare one (1) set of tender documents for each municipal improvement. Review tenders received and make recommendations to the UAPT for the successful contractors.
- Based on actual quantities measured, issue monthly signed Progress Payment Certificates (PPC) to the UAPT for approval and payment
- Prepare one (1) cost to complete summary on an annual basis
- Facilitate crossing and proximity agreements as needed

Field Services

- Administration of the construction contract on behalf of the UAPT, including monitoring of the overall project work to confirm compliance with regulations and contract documents including drawings and specifications
- Provide the contractor with sufficient control survey for grading and to construct all underground utilities and surface improvements.
- Survey of standard landscape items within the boulevards (trees, garbage receptacles, etc.) will be carried out by the Contractor
- Assume Survey Assistance fee of 1% will be charged to future Contractors
- Notify all inspection authorities in advance of construction start in accordance with the contract documents and the City's Design and Construction Standards
- Conduct a (1) pre-construction site meeting with the UAPT, contractor, approval agency inspectors and all utility companies
- Review for approval by UAPT the construction schedule proposed by the contractor and comment on the procedures, methods and sequence of work
- Prepare application and request Construction Completion Certificate (CCC) inspections with the City of Edmonton and EPCOR for the various municipal improvements as outlined in the Servicing Agreement
- Coordinate with the Contractor and communications utility firms (eg. TELUS & Shaw) for installation by the appropriate parties, as required for complete construction
- Coordinate with the Contractor and ATCO Gas, for gas main installation by ATCO Gas as required.
- Coordinate with City Transportation group for line painting and signage as required, to be completed by City Transportation
- Initial interpretation of Construction Contract Documents
- Review and determine within tolerance Contractor submitted shop drawings, product data and samples for conformance with the specifications of the contract
- Engage with the Owner hired Material Testing Consultant to coordinate the soil and materials testing and reporting as required by the City of Edmonton Design & Construction Standards for the testing of the Contractor's work
- Report Contractor's performance related to status of completion, quality of workmanship and compliance with Contract Documents up to CCC
- Review and verify Contractor's submitted progress claims and invoices and refuting any unacceptable claims, as required. Submit Field Change Orders for Contractor work that is either out-of-scope or where increases in quantities materially affect any part of, or cost of, the Work
- Obtain field data for plan of record drawing purposes
- Coordinate and attend the inspections for separate Municipal Improvements with Contractors and approval agency inspectors and coordinate the Contractor's rectification of any deficiencies noted by inspectors to the satisfaction of the approval agencies to CCC
- Liaise with EPCOR inspectors and ESC contractor as needed
- Prepare one (1) set of tender documents for each municipal improvement. Review tenders received and make recommendations to the UAPT for the successful contractors.

- Based on actual quantities measured, issue monthly signed Progress Payment Certificates (PPC) to the UAPT for approval and payment
- Prepare one (1) cost to complete summary on an annual basis

Task 6: Phase 1 Post Construction Services

- Issue signed Progress Payment Certificates (PPC) to the UAPT for approval and payment for supported warranty costs and deferred expenditures (such as asphalt overlay of the roads at Final Acceptance as per City of Edmonton requirements).
- Ensure QC & QA procedures are followed for any submittal to the UAPT and governing municipal entities
- Use reasonable professional effort to ensure contractors correct warranty items to the City's and approval agencies' satisfaction, during the Maintenance Period for each Municipal Improvement.
- Use reasonable professional effort to ensure the asphalt pavement defect assessments are confirmed with Transportation inspectors prior to, or with the submission of the final PPC authorizing the UAPT's Release of Holdback to the Contractor;
- For each separate Municipal Improvement in the Servicing Agreement, schedule and coordinate the Final Acceptance Certificate (FAC) inspection process with the applicable approval agencies, the Contractors and the City's representatives, in sufficient time for the end of the applicable Maintenance Period.
- Tracking Contractor progress with deficiency rectifications to the satisfaction of the UAPT and the approval agencies.
- Submitting Final Acceptance Certificate (FAC) package for separate Municipal Improvements to the Development Coordination Section of Sustainable Development department.

C. DELIVERABLES

Below are a list of envisioned deliverables for each task. This shouldn't be taken as a complete list:

Task 1: Hydraulic Network Analysis (HNA)

- Approved HNA

Task 2: Neighbourhood Design Report (NDR)

- Approved NDR
- Preliminary cut/fill plan

Task 3: Preliminary Engineering

- Topographical survey
- Updated cut/fill plan
- Preliminary opinion of probable cost broken out by stage
- Phase 1 HNA

Task 4: Phase 1 Detailed Design Services

- Approved Construction Drawings
- Opinion of probable cost
- Updated cut/fill plan

Task 5: Phase 1 Construction Administration

- Completed tenders with contractor recommendations
- Phase constructed
- Obtain Construction Completion Certificates for each municipal improvement

Task 6: Phase 1 Post Construction Services

- Obtain Final Acceptance Certificates for each municipal improvement

D. RELASIONSHIP WITH PLANNER

It is envisioned that the winning Proponent of this RFP will support the winning Proponent of the Planning RFP through the NASP approval, and subdivision and rezoning of Phase 1. Once the NASP is complete, the project management lead will transfer to the winning Proponent of this RFP as detailed design starts.

E. ADDITIONAL DOCUMENTS FOR PROPOSAL

The following documents are posted on our website alongside this RFP and are meant as inputs the Proponents proposals:

- Concept A – this is our current public facing conceptual plan

F. ADDITIONAL DETAILS

The following assumptions are to be made during the phasing of Concept A for Proponent's proposals:

- The Land to be developed in 5 phases
- Each phase to be between 20 and 50 acres
- Assume commercial is “flexible” and will be developed when market allows
- Assume a 15 year construction window

Proposals should provide a timeline and work plan for the deliverables, and general outline of the approach. Proposal submissions should be a maximum of 30 pages, excluding required schedules, cover pages and team resumes. The scope of work should be broken down into phases and budget should be identified for each phase of work.

The intention is to continue with the successful Proponent of the RFP beyond the scope of this RFP. In addition to the succession plan requested in Section 6.3.3, illustrate why the Proponent would be a good long-term fit for UAPT when appropriate within the proposal.

SCHEDULE 2 - MANDATORY REQUIREMENTS CHECKLIST

The Proponent should indicate the page number in its Proposal where each mandatory requirement can be found. In the event that the Company determines, in its sole discretion, that any mandatory requirement is not met, the Proposal shall be disqualified.

	Mandatory Requirements	Page #
M1	6.2.2 Pricing – <i>Schedule 4</i>	
M2	6.2.3 Declaration and Certification – <i>Schedule 5</i>	
M3	6.2.4 References – <i>Schedule 6</i>	
M4	6.2.5 Proponent Consortium Information – <i>Proponent Created</i>	
M5	6.2.6 Acceptance of Form of Agreement – <i>Proponent Created</i>	

SCHEDULE 3 - RATED INFORMATION

The Proponent should use the chart below to indicate the page number in its Proposal at which the response to the rated elements set out in Article 5 - Rated Information and Pricing is set out. The information listed under Rated Item column below is not a complete description. Proponents should review the applicable provision in the RFP before responding.

Proponent Name _____

RFP Section Ref #	Rated Item	Page Number of Proponent Response
<hr/> Part A Corporate Overview		
	5.1 Corporate Overview	
<hr/> Part B Scope of Work Capabilities and Related Matters		
	5.2 Scope of Work Capabilities	
	5.3 Proposed Work Plan and Timeframe	
	5.4 Personnel	
<hr/> Part C Form of Agreement		
	5.5 Acceptance of the Form of Agreement	

SCHEDULE 4 - PRICING SCHEDULE

The Proponent should use the following charts to set out its pricing. Where an item is irrelevant, indicate “N/A” in the space provided. The information listed below is not a complete description. All Proponents should refer to and review the applicable sections in the RFP before responding.

Proponent Name _____

A. PRICING TABLE

Task #	Task Name	Type	Total
1	Hydraulic Network Analysis	Fixed Price	\$
2	Neighbourhood Design Report	Fixed Price	\$
3	Preliminary Engineering	Time and Materials	Upset Limit: \$_____
4	Phase 1 Detailed Design	% Cost of Construction	%
5	Phase 1 Construction Administration	% Cost of Construction	%
6	Phase 1 Post Construction Services	Time and Materials	Upset Limit: \$_____

Suggest an upset limit for the Time and Materials tasks based on the Scope of Work within this RFP and your submitted phasing plan.

SCHEDULE 5 - DECLARATION AND CERTIFICATION

RE: Proposal
dated _____, in response to RFP No. 20230825

I am duly authorized by the Proponent, including the persons, firms, corporations, and advisors joining in the submission of this Proposal, to execute this declaration and certification. I solemnly declare and certify as follows:

A. PROPONENT INFORMATION

a. The full legal name of the Proponent is:

b. Any other registered business name under which the Proponent carries on business is:

c. The jurisdiction under which the Proponent is formed is:

d. The name, address, telephone, and e-mail address of the contact person for the Proponent:

B. OFFER

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of what is required under the RFP. By submitting its Proposal, the Proponent agrees and consents to the terms, conditions, and provisions of the RFP, including the Form of Agreement Schedule, except as otherwise noted, and offers to fully perform the Scope of Work in accordance therewith at the rates set out in the form of the Pricing Schedule submitted as part of its Proposal.

C. ADDENDA

The Proponent is deemed to have read and accepted all Addenda issued by the Company prior to the RFP Submission Deadline. The Proponent acknowledges that it is solely responsible to make any necessary amendment to its Proposal based upon the Addenda. The Proponent hereby confirms that it has received all Addenda by listing the Addenda numbers, or if no Addenda were issued, by noting "None":

D. PROPOSAL IRREVOCABLE

The Proponent agrees that its Proposal shall be irrevocable for 120 days following the Proposal RFP Submission Deadline.

E. DISCLOSURE OF INFORMATION

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to the Company's advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

F. EXECUTION OF AGREEMENT

If its Proposal is selected by the Company, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement Schedule in accordance with the terms of the RFP. All capitalized terms herein shall have the meaning ascribed to them in the RFP.

Proponent Legal Name

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent

SCHEDULE 6 - REFERENCES SCHEDULE

Proponent Name _____

The Proponent is to identify a minimum of three references with respect to its ability to perform the activities contemplated by the Scope of Work and using the table below. All references shall be in connection with work comparable to the activities contemplated by the Scope of Work, and that was completed within the last five years or in progress.

Reference 1	Proponent Response
Name	_____
Contact Person	_____
Address	_____
Telephone	_____
Email	_____
Description of the comparable work	_____
Date of completion	_____

Reference 2	Proponent Response
Name	_____
Contact Person	_____
Address	_____
Telephone	_____
Email	_____
Description of the comparable work	_____
Date of completion	_____

Reference 3	Proponent Response
Name	_____
Contact Person	_____
Address	_____
Telephone	_____
Email	_____
Description of the comparable work	_____
Date of completion	_____

SCHEDULE 7 - FORM OF AGREEMENT (PROPOSED/DRAFT)

CONSULTING/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT dated as _____ day
of this _____ of _____, 2023

BETWEEN

UNIVERSITY OF ALBERTA PROPERTIES TRUST
("UAPT")

- and -

_____ (the "**Consultant**")

WHEREAS:

- A. UAPT is engaged in engineering at the West 240 Property in Edmonton, Alberta - (the "Project"); and
- B. UAPT wishes to contract with the Consultant for the provision of certain services in connection with the Project.

THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, each of the parties covenants and agrees with the other as follows:

1.0 DEFINITIONS

1.1 In this Agreement, the capitalized terms shall have the following meanings:

- a) "**Agreement**" means this agreement executed by UAPT and the Consultant, including all Schedules, all as amended from time to time.
- b) "**Compensation**" means the Fees and the Expenses.
- c) "**Confidential Information**" has the meaning set out in Section 5.1.
- d) "**Dispute**" means a disagreement arising out of or in connection with this Agreement between the parties and includes any failure to reach agreement where an agreement is required or contemplated under this Agreement but does not include a disagreement with respect to any matter outlined in Sections 4.3 and 4.5.

- e) **"Effective Date"** means the date of this Agreement.
- f) **"Expenses"** means those expenses or disbursements incurred in the performance of the Services as set out in Schedule "B" attached hereto.
- g) **"Fees"** means the amount of fees that will be charged by the Consultant to UAPT for the performance of the Services as specified in Schedule "B" and does not include Expenses.
- h) **"Indemnified Party"** has the meaning set out in Section 7.1.
- i) **"Indemnifying Party"** has the meaning set out in Section 7.1.
- j) **"Project"** has the meaning set out in paragraph A of the preamble above.
- k) **"Services"** means the services and deliverables described in Schedule "A" to be performed in accordance with the deadlines contained herein.
- l) **"Taxes"** means any and all federal, provincial, state, municipal, local and foreign taxes, assessments, reassessments and other governmental charges, duties, impositions and liabilities in the nature of a tax, including pension plan contributions, unemployment insurance contributions and employment insurance contributions, workers' compensation premiums and deductions at source, including taxes based on or measured by gross receipts, income, profits, sales, capital, use, occupation, goods and services, value added, ad valorem, transfer, franchise, withholding, customs duties, payroll, recapture, employment, excise and property taxes, together with all interest, penalties, fines and additions imposed with respect to such amounts, in all cases imposed by any governmental authority in respect thereof.
- m) **"Term"** has the meaning set out in Section 4.1.

2.0 SERVICES

- 2.1 Subject to the terms and conditions in this Agreement, the Consultant agrees to provide the Services for UAPT.
- 2.2 The Consultant represents that it and its personnel are knowledgeable and experienced in all of the professional disciplines required to properly perform the Services.
- 2.3 Except as otherwise expressly set forth in this Agreement, the Consultant shall provide all personnel, materials, supplies, equipment and other requirements for the timely and proper performance of the Services.
- 2.4 The Consultant shall assign one or more project managers, as appropriate, to the performance of the Services and shall keep UAPT advised as to the identity of its Project related manager(s). If UAPT becomes dissatisfied, at any time, with the performance of any of the Consultant's personnel, UAPT shall notify the Consultant, providing reasonable details thereof, and that person shall be replaced by the Consultant with other suitable personnel as soon as reasonably practical following UAPT's request.

- 2.5 The Consultant shall obtain the prior written approval of UAPT before retaining any sub-consultants to perform any part of the Services and shall not be entitled to subcontract all of the Services. The Consultant shall be liable to UAPT for all actions or inactions of its sub-consultants in the performance of the Services.
- 2.6 UAPT may from time to time, by written notice to the Consultant, make changes in the scope of the Services. The fees described in Schedule “B” will be adjusted accordingly by agreement of UAPT and the Consultant.
- 2.7 The Consultant will, if requested in writing by UAPT, perform additional Services. The terms of this Agreement will apply to such additional Services, and the fees for the Consultant’s performance of such additional Services will generally correspond to the fees described in Schedule “B”.

3.0 FEES AND EXPENSES

- 3.1 Subject to the terms and conditions in this Agreement, UAPT will pay the Consultant compensation comprised of the following for the Services performed in accordance with this Agreement:
 - i. Fees and Expenses;

plus any GST required to be collected by the Consultant from UAPT in connection with the Services. The Compensation is the entire compensation owing to the Consultant for the Services and includes all profit and all costs and expenses incurred by the Consultant to perform the Services.
- 3.2 The Consultant shall submit written invoices to UAPT for Fees and Expenses payable on a monthly basis, with each monthly invoice being submitted within 10 days following the end of the month to which the invoice relates. Each invoice shall provide adequate details with respect to Fees, including the dates on which Services were provided, as well as adequate supporting documentation with respect to Expenses, including a copy of any third-party invoices for which reimbursement is sought.
- 3.3 Invoiced amounts due will be paid by UAPT within 30 days of the date of receipt by UAPT of a proper and correct invoice and adequate supporting documents, where applicable or requested. Notwithstanding the foregoing, UAPT shall not be required to pay an invoice unless and until the Services billed in such invoice have been provided in accordance with this Agreement and to the satisfaction of UAPT, acting reasonably.
- 3.4 UAPT may set-off the amount of any claims that UAPT may have against the Consultant related to the Consultant’s failure to perform, or the improper performance of, its obligations under this Agreement.

- 3.5 The Consultant shall prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Expenses. On request from UAPT, the Consultant will make the records available for examination by UAPT at any time during regular business hours during the Term and for a period of one (1) year after the Services are complete.

4.0 TERM AND TERMINATION

- 4.1 Unless terminated earlier in accordance with the provisions of this Agreement, the term (the "Term") of this Agreement shall commence on the Effective Date and shall, except for those provisions that will continue in effect subsequent to termination, end when the Services have been properly performed and completed within a period of 8 months. Extension of term requests to be submitted in writing not less than 45 days prior to the expiry of initial 8-month term.
- 4.2 UAPT may extend the timelines for deliverables and accordingly may extend this Agreement, under the same terms and conditions, for a period of time sufficient to complete the Services. UAPT may renew this Agreement as required to complete the Project.
- 4.3 UAPT may immediately terminate this Agreement at any time, for any reason, in its sole discretion, by written notice to the Consultant, and the termination shall be effective on the date of the notice.
- 4.4 On termination of this Agreement pursuant to Section 4.3, UAPT will be responsible to pay, within 30 days of the date of termination, all undisputed invoices for Fees and Expenses submitted by the Consultant to UAPT for Services provided to the date of termination.
- 4.5 UAPT may terminate, without prejudice to other rights or remedies, this Agreement if:
- a) the Consultant is in default of any of its obligations under this Agreement and such default continues after 10 business days' written notice stating the particulars of the default;
 - b) there is a material breach or non-performance by the Consultant of its obligations under this Agreement, including failure of the Consultant to devote the necessary time, resources, staff and skill to the performance of the Services; or
 - c) the Consultant becomes insolvent or bankrupt or winds up or ceases carrying on business,

and in such event the provisions of Section 4.4 shall not apply.

- 4.6 UAPT may, at any time and for any reason and in its sole discretion, suspend the performance of the Services by the Consultant, by written notice to the Consultant. The suspension shall be effective on the date of the notice. The suspension of services shall continue to such date as UAPT shall specify, in

writing (whether specified in the notice of suspension or a subsequent notice).

- 4.7 The Consultant shall have no claims against UAPT, of any nature or kind, related to any of the Services not yet provided or performed as at termination of this Agreement and the Consultant will not be entitled to payment for any loss of profits.
- 4.8 The provisions of Sections 4.4, 4.5 and 4.7 survive the termination of this Agreement.

5.0 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 5.1 The Consultant shall keep confidential all confidential or proprietary (whether so designated by UAPT or whether it is by its nature confidential or proprietary) information, data, documentation, designs, processes and techniques (in any medium or form) relating to the Project or to the business of UAPT or its affiliates that comes to the attention of the Consultant in the course of performing the Services or arising out of any research and development work conducted for or on behalf of UAPT by the Consultant, or is otherwise acquired or developed by the Consultant during the Term (collectively, "Confidential Information"). The foregoing restriction will not apply to any information which is (i) independently developed by the Consultant prior to or independent of the disclosure, (ii) publicly available, (iii) rightfully received by the Consultant from a third party without a duty of confidentiality, (iv) disclosed under operation of law to the extent only that disclosure is required by law, or (v) disclosed by the Consultant with UAPT's prior written approval. The Consultant shall not use the Confidential Information except in the performance of the Services under this Agreement. If this Agreement is terminated for any reason whatsoever, the Consultant shall deliver forthwith to UAPT all documents, records and reports and all other information or data relating to the Services, including all copies thereof, that the Consultant obtained from UAPT or otherwise obtained in the course of its own investigations.
- 5.2 All research, reports, data, drawings, site plans, layouts, schematic drawings, surveys, plans and other documentation, material or information (in any medium or form) produced by or on behalf of the Consultant in the performance of the Services and all intellectual property of any nature or kind whatsoever therein are the sole property of UAPT and are not to be used by the Consultant for any purpose other than the performance of its obligations under this Agreement. The Consultant waives all moral rights that it has or may have to the intellectual property and hereby undertakes to obtain waivers of moral rights from each of its employees, independent contractors, officers, directors and any others for whom the Consultant is responsible with respect to the intellectual property. The Consultant shall take all steps reasonably requested by UAPT from time to time to perfect or register or evidence UAPT's ownership interest in any intellectual property

referred to above. The Consultant represents and warrants that none of the Services infringes or will infringe the intellectual property rights of any other person.

- 5.3 The Consultant shall not make any press releases or public statements with respect to the execution, delivery or manner of performance of this Agreement or as to any other matters related to this Agreement or the Services, unless UAPT has given its prior written approval to such press release or public statement. The Consultant may not use the name of UAPT in connection with any advertising or publicity materials or activities except as expressly permitted by UAPT in writing.
- 5.4 The Consultant shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Consultant is responsible at law shall comply with the obligations set out in Article 5.0 and shall be liable to UAPT for any breach or non-compliance of these obligations by them.
- 5.5 The Consultant acknowledges that UAPT is subject to the Access to Information Act (R.S.C., 1985, c. A-1) and the Privacy Act (R.S.C., 1985, c. P-21) and that information provided to UAPT in connection with of this Agreement may be subject to the provisions of these Acts.
- 5.6 The provisions of this Article 5.0 shall survive expiry or termination of this Agreement.

6.0 NON-COMPETITION AND CONFLICT OF INTEREST

- 6.1 The Consultant represents that it is free of all conflicts of interest with UAPT, except those that are expressly disclosed by the Consultant to UAPT on the Effective Date. In the event that the Consultant becomes aware of any conflict of interest with UAPT during the Term, the Consultant shall immediately provide notice to UAPT of such conflict of interest, together with any pertinent details of the same, including when the conflict of interest came into being and when it was discovered by the Consultant.
- 6.2 The Consultant shall not during the Term, directly or indirectly, engage in any business or activity that impedes, competes with or is contrary to the proper performance of the Services.
- 6.3 The Consultant shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Consultant is responsible at law shall comply with the obligations set out in this Article 6.0 and shall be liable to UAPT for any breach or non-compliance of these obligations by them.

7.0 INDEMNIFICATION AND LIABILITY

- 7.1 Each party (“Indemnifying Party”) shall be liable for, and shall indemnify the other party, including its board members, officers, employees and agents (collectively, the “Indemnified Party”), from and against, any costs (including reasonable legal fees on a solicitor and his own client basis), losses, damages, actions and liabilities suffered or incurred by the Indemnified Party arising directly or indirectly in connection with or as a result of:
- a) any breach, default, negligent act or omission or wilful misconduct of the Indemnifying Party, its employees, independent contractors, officers, directors and any others for whom the Indemnifying Party is responsible at law in the performance of its obligations under this Agreement;
 - b) any misrepresentation contained within this Agreement; or
 - c) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which UAPT may be assessed or otherwise may incur under any federal, provincial or municipal law as a result of a federal, provincial or municipal governmental department or agency, authority or competent tribunal determining that the Consultant is an employee of UAPT.
- 7.2 The Consultant is liable and responsible for all applicable Taxes imposed on the Consultant by any governmental authority relating to the performance of the Services by the Consultant and by its employees and independent contractors on behalf of the Consultant and the Consultant hereby indemnifies and holds harmless, and shall indemnify and hold harmless, UAPT, from any and all losses, claims, expenses, damages, liabilities, taxes, interest, fines and penalties sought or recovered by any governmental entity, in relation to the foregoing.
- 7.3 The provisions of this Article 7.0 shall survive expiry or termination of this Agreement.

8.0 PERFORMANCE AND STANDARDS

- 8.1 The Consultant covenants and agrees that it shall:
- a) perform the Services in a good and professional manner, diligently, honestly and expeditiously, all designed to achieve completion of the Services in a timely manner;
 - b) perform the Services in accordance with this Agreement and all applicable laws, professional practices, licensing requirements, codes and standards; and
 - c) ensure that the Services are performed by personnel who have the necessary qualifications, skills, knowledge, expertise and ability to provide the Services and who are, where applicable, licensed in accordance with all applicable standards, codes or laws.

9.0 INDEPENDENT CONTRACTOR

- 9.1 The relationship created by this Agreement between UAPT and the Consultant is that of an independent contractor. Nothing in this Agreement shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture as between the Consultant and UAPT.

10.0 DISPUTE RESOLUTION

- 10.1 In the event that one party to this Agreement provides written notice to the other party of a Dispute and such Dispute remains unresolved ten (10) business days after notice is received, then unless the parties otherwise agree, the parties shall commence the following dispute resolution process:
- a) the parties shall each appoint two (2) managers with settlement authority to meet to discuss and resolve the Dispute. Such a meeting may be in person or by video teleconference and shall occur within twenty (20) business days of the date of notice of the Dispute being received;
 - b) if the managers are unable to resolve the Dispute within five (5) business days of the meeting, the parties shall proceed to mediate the Dispute. The place of mediation shall be Alberta and the language of the mediation shall be English. Each party shall propose one experienced mediator. If the parties are unable to agree upon a mediator, the two (2) chosen mediators shall agree upon a third mediator. The mediator(s) shall be chosen within thirty (30) days of notice of the Dispute being received by the other party. The chosen mediator(s) shall establish the rules to be followed by the parties during the mediation; however, in the event of a conflict between the rules established by the mediator(s) and the provisions of this Article 10, this Agreement shall govern. The cost of the mediator(s) shall be split equally between the parties unless the parties otherwise agree.
- 10.2 The parties shall continue the performance of their respective obligations during the resolution of any Dispute, including during any period of mediation, unless and until this Agreement is terminated or expires in accordance with its terms and conditions.
- 10.3 While mediating the Dispute, the parties shall use good faith and endeavor to avoid any business interruption; however, the parties shall reserve the right to refer the Dispute to a court of competent jurisdiction at any time (including during the process of mediation). If one party refers the Dispute to a court of competent jurisdiction, the parties may continue the mediation process, but shall not be obligated to do so.
- 10.4 Notwithstanding the foregoing, this Section shall not affect and shall not apply to UAPT's ability to terminate this Agreement pursuant to Sections 4.3 and 4.5.

11.0 NOTICE

11.1 Any demand, notice, approval, consent or other communication required or authorized to be given pursuant to this Agreement shall be in writing and made or given by email transmission addressed to the party to receive such notice at the address specified below:

TO: **Greg Dewling**
President and Chief Executive Officer
gdewling@uapt.ca

11.2 Any demand, notice, approval, consent, or other communication that is delivered personally shall be deemed to be received, when left during normal business hours at the address specified above. Any demand, notice, approval, consent, or other communication that is delivered by prepaid register mail shall be deemed to be received five (5) business days after mailing, and any demand, notice, approval, consent or other communication sent by fax or email transmission shall be deemed to be received on the next business day. Either party shall be entitled to change its address for notice to another address by notice in writing to the other.

12.0 INSURANCE

12.1 The Consultant shall obtain and maintain throughout the Term and for three (3) years after the Term, either by way of a new policy or by endorsement to an existing policy, the insurance coverage described in Schedule "C" attached hereto. Notwithstanding the foregoing, the Consultant is only required to maintain the insurance coverage described at 1.1(a) of Schedule "C" throughout the Term.

12.2 The Consultant shall also maintain such workers' compensation insurance as may be required by the applicable workers' compensation laws, covering all persons employed by the Consultant to perform the Services. At any

time during the Term, the Consultant, on request, shall provide evidence and compliance by the Consultant with such legislation.

- 12.3 The provisions of Sections 12.1 and 12.2 shall survive termination or expiration of this Agreement.

13.0 GENERAL

- 13.1 The Consultant acknowledges and agrees that it was advised by UAPT to seek independent legal advice regarding this Agreement and that the Consultant has had the opportunity to obtain the same.

13.2 The following principles of interpretation will apply to this Agreement:

- a) Words importing the singular include the plural and vice versa, words importing gender include all genders and words importing persons include firms, corporations and any other legal entities;
- b) The laws of the Province of Alberta and the laws of Canada applicable therein shall govern the interpretation of this Agreement and the parties hereby attorn solely to the jurisdiction of the courts in the Province of Alberta;
- c) If any of the terms or conditions of this Agreement or their application to any party or circumstances shall be held invalid by any court or other authority having jurisdiction, the remainder of this Agreement and the application to parties or circumstances other than those as to which it is held invalid shall not be affected; provided, however, if the invalid terms or conditions are essential to the rights or benefits to be received by any party, the parties shall use reasonable efforts to negotiate acceptable substitutes. If acceptable substitutes are not agreed to, a party adversely affected by the invalidity shall not be prevented by this Section from advancing any rights to claim frustration of contract or other similar remedy;
- d) No action, or failure to act by a party shall constitute a waiver of any right or duty of that party under this Agreement except as specifically agreed to in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided;
- e) This Agreement shall, when duly executed, supersede, and replace all other existing agreements between the parties with respect to the subject matter. There are no representations, warranties or agreements, either written or oral, which are binding on the parties relating to the subject matter and which are not contained, or referred to, in this Agreement;
- f) The Consultant shall not assign, delegate, or subcontract this Agreement or any part thereof to another party without the prior written consent of UAPT, not to be unreasonably withheld. UAPT shall have the right to assign its interests under this Agreement to any party on written notice to the Consultant;
- g) Except to the extent otherwise expressly provided, the duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement shall not operate to limit any duties, obligations, rights and remedies otherwise imposed or available at law;

- h) This Agreement shall ensure to the benefit of and be binding on the parties of this Agreement and their respective successors and permitted assigns;
- i) Amendments to this Agreement shall require the agreement of both parties and shall be in writing;
- j) Time is of the essence;
- k) A reference to dollars means lawful money of Canada unless stated otherwise;
- l) **[INSERT IF APPLICABLE: The parties agree that UAPT's request for proposal dated [DATE] ("RFP", attached as Schedule ●) and the Consultant's proposal dated [DATE] ("Proposal", attached as Schedule ●) are incorporated into and shall form part of this Agreement. In the event of a discrepancy between this Agreement and the terms of the RFP or the Proposal, this Agreement shall prevail;]**
- m) Schedules "A", "B" and "C" **[NOTE: insert additional Schedules if applicable]** are incorporated into and form part of this Agreement;
- n) Inspection and acceptance of the manner of performance, or a product resulting from the performance, of any of the Services by UAPT or anyone acting on UAPT's behalf shall not be deemed to waive rights related to any failure by the Consultant to comply with this Agreement;
- o) Any reference to "days" in this Agreement shall be construed as a reference to calendar days, unless otherwise provided;
- p) Neither party shall be liable for delays in the performance of its obligations caused by the following conditions of "Force Majeure": acts of God or the public enemy, embargo, war, fire, flood, earthquake, terrorist attack, epidemic, abnormal weather conditions, or other calamity or cause beyond the reasonable control of the affected party; however, neither party shall be entitled to the benefit of the provisions this subsection (p) if the delay was caused by lack of funds, or with respect to a delay in payment of any amount or amounts due hereunder;
- q) In the event that the term "Consultant" includes more than one person, each of them shall be jointly and severally liable to UAPT for all of the Consultant's obligations hereunder;
- r) The parties hereto have explicitly requested and hereby accept that this Agreement be drawn up in English. Les parties aux présentes ont expressément demandé et acceptent par les présentes que le présent document « Agreement » soit rédigé en anglais.
- s) It is an express condition of this Agreement that no member of the House of Commons shall be admitted to any share or part of this Agreement or any benefit arising therefrom; and
- t) This Agreement may be executed in any number of counterparts and delivered electronically, and each counterpart will be deemed an original and the counterparts will, together, constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties to this Agreement have executed this Agreement as of the date first written above.

UNIVERSITY OF ALBERTA PROPERTIES TRUST (UAPT)

Per: _____

Name:

Title:

Per: _____

Name:

Title:

We have the authority to bind the Corporation.

•

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the Corporation.

Schedule "A"

Services

Schedule "B"

FEES AND EXPENSES

Schedule "C"

INSURANCE

- 1.1 The Consultant shall (and shall ensure that its subconsultants shall) pay for and maintain in full force and effect with insurance company(s) admitted/licensed by the Province of Alberta or other Canadian jurisdictions to do business in the Province of Alberta and rated not less than "A" in A.M. Best Insurance Key Rating Guide, or an equivalent independent insurer rating agency, the following policies of insurance, with deductibles and self-insured retentions being declared and subject to approval by UAPT:
- (a) automobile liability insurance covering all licensed motor vehicles owned or leased having a limit of \$2,000,000, inclusive, per occurrence for bodily injury, death and damage to property;
 - (b) all risks property insurance covering all property that is owned, rented or leased and to be used for the performance of the Services for the full replacement cost value of such property;
 - (c) professional errors and omissions liability insurance in an amount not less than \$2,000,000 per claim and in the annual aggregate, and the Consultant must notify UAPT if any claims made against this policy erode the policy limits below those required;
 - (d) commercial general liability insurance covering all operations in connection with the Agreement on an occurrence basis with a combined single limit of \$5,000,000, inclusive, for each occurrence for third party bodily injury, including death, personal injury and damage to property, including loss of use thereof and such coverage shall include, but not be limited to, the following:
 - (i) blanket contractual liability;
 - (ii) sudden and accidental pollution liability;
 - (iii) broad form property damage including completed operations;
 - (iv) broad form property damage;
 - (v) cross liability and severability of interest clause;
 - (vi) additional insured endorsement;
 - (vii) non-owned automobile liability; and
 - (e) umbrella liability of no less than \$5,000,000, per occurrence.
- 1.2 Insurance coverage in Section 1.1 of this Schedule "C":
- (a) will be primary to the extent of fault of the Consultant or its subconsultants; and
 - (b) except for the insurance coverage specified in subsections 1.1(a) and 1.1(c), must name UAPT as an additional insured and any subconsultants attending at the location of the Project as additional insureds.
- 1.3 To the fullest extent permitted by law, the Consultant hereby releases UAPT, its directors, officers, employees and others working on its behalf from and against any and all liability or responsibility to the Consultant or anyone claiming through or

under the Consultant by way of subrogation or otherwise, for any loss. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the life of this Agreement.

- 1.4 The Consultant shall and shall ensure that its subconsultants shall:
- (a) provide UAPT with a certificate of insurance for the policies described in section 1.1 within ten (10) business days of the date of this Agreement or prior to commencement of the Services, whichever is earlier, and certificates of insurance evidencing renewal of these policies within twenty (20) business days of their expiry date where such policies expire prior to final completion of the Services;
 - (b) be responsible for the deductibles relating to the insurance proceeds under the required insurance;
 - (c) place all policies with insurers that are licensed to provide insurance in the Province of Alberta in a form acceptable to UAPT; and
 - (d) ensure that each insurance policy required shall be endorsed to state that coverage shall not be cancelled or materially amended except after thirty (30) days' prior written notice by certified or registered mail, return receipt requested, has been given to UAPT. The insurer must provide UAPT with notification of any cancellation of any coverage and the Consultant must provide UAPT with notification of any major change, modification or reduction in coverage.
- 1.5 If the Consultant, or any subconsultant, fails to furnish UAPT with a certificate of insurance for each policy required to be provided by the Consultant or the subconsultant, or if after furnishing the certificate of insurance, the policies lapse, are cancelled or are materially changed, then in every case UAPT may, but shall not be obligated to, obtain and maintain such insurance in the name of the Consultant or any subconsultant. The cost thereof shall be payable by the Consultant to UAPT on demand, and UAPT may at its election deduct the cost from any monies that are due or may become due to the Consultant.
- 1.6 Neither the providing of insurance by the Consultant in accordance with the requirements of the Agreement, nor the insolvency, bankruptcy, or failure of any insurance company to pay any claim, shall be held to relieve the Consultant from any other provisions of the Agreement with respect to liability of the Consultant, or otherwise.