

Councillor Request Inquiry

1-2018

2018

As per Councillor Delainey's January 23, 2018 Information Request (see below), please find attached a PDF copy of the Request For Proposal (RFP) for the Bremner Area Project.

Please note that this RFP was an open RFP (not by invitation) and was posted on the Alberta Purchasing Connection in accordance with County procurement requirements.

Bremner ACP

Please provide the following information:

- the names of the contractors invited to bid on the Bremner ACP
- complete copy of the RFP developed for the Bremner ACP including the Terms of Reference and deliverables.

REQUEST FOR PROPOSALS

BREMNER AREA PROJECT

PLANNING & DEVELOPMENT SERVICES DEPARTMENT

RFP # 17.0071

Issued:

Date: Tuesday, January 24, 2017

Proposal submittals will only be accepted by:

Strathcona County
Planning & Development Services
Main Floor, County Hall
2001 Sherwood Drive
Sherwood Park AB T8A 3W7

Closing (non-public):

Date: Tuesday , March 7, 2017
Time: 14:00:00 Hours, Alberta Time

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REQUEST FOR PROPOSALS
("RFP")
BREMNER AREA PROJECT
PLANNING & DEVELOPMENT SERVICES

Strathcona County is inviting submissions of Proposals from qualified Consulting firms to prepare the following:

1. Bremner Area Concept Plan
2. Bremner Design and Construction Standards
3. Bremner Transportation Plan
4. Bremner Utilities Master Plan
5. Bremner Financial Viability Analysis

Submissions will be received until 14:00:00 Hours, Alberta Time, Tuesday, March 7, 2017 at:

Strathcona County
Planning & Development Services
Main Floor, County Hall
2001 Sherwood Drive
Sherwood Park, Alberta
T8A 3W7

All inquiries related to this RFP must be in writing and directed to: Janna Widmer, Coordinator, Long Range Planning

Email: janna.widmer@strathcona.ca

Written inquiries will be accepted up to 16:00:00 Hours, Alberta Time on Wednesday, February 15, 2017.

The selection of the Successful Proponent will be based upon the County's review of the information submitted in the firm's Proposal. This review will take into consideration such factors as the firm's experience, knowledge and expertise in the required areas, available resources and the ability to provide the County with an effective and efficient product and service. The evaluation criteria to be applied in the RFP are included in the Terms of Reference.

Strathcona County reserves the right to accept or reject any or all Proposals, and to waive irregularities and informalities at its discretion. The County reserves the right to accept a Proposal other than the lowest cost Proposal without stating reasons. By submitting a Proposal, the Proponent waives any right to contest, in any proceedings or actions, the right of the County to accept or reject any Proposal in its sole and unfettered discretion. Without limiting the generality of the foregoing, the County may consider any other factor besides price and capability to perform the Work in its sole and unfettered discretion.

BREMNER AREA PROJECT PLANNING & DEVELOPMENT SERVICES

TERMS OF REFERENCE

1. INTRODUCTION: PROJECT OVERVIEW

Strathcona County ("the County") is currently seeking Proposals from qualified firms to provide Engineering, Facilitation, Financial Analysis and Planning Services to complete:

1. Bremner Area Concept Plan (ACP)
2. Bremner Design and Construction Standards
3. Bremner Transportation Plan
4. Bremner Utilities Master Plan
5. Bremner Financial Viability Analysis

An Area Concept Plan (ACP) and the additional documents listed above are for an area commonly referred to as Bremner as identified in Figure 1 below. This new urban area is intended to be designed and built to reflect best management practices in smart growth urban planning and engineering at a minimum density of 40 du/nrha. The documents listed above are interrelated components required to be completed concurrently in order to ensure the planning policy and land use envisioned for the ACP is reflected in the engineering design and construction for the area. This will be achieved by focusing on complete streets and context approach to roadway design in the Bremner Design and Construction Standards, Bremner Transportation Plan, Bremner Utilities Master Plan as well as transit-oriented development, compact development, mixed use and complete community land use policy as part of the ACP.

As well as a strong technical team, the Successful Proponent will include experienced facilitator(s) required to facilitate workshops and discussions with and between municipal staff, private industry, landowners, and other stakeholders in the creation of the documents listed above.

In Strathcona County, an ACP guides the planning processes for an area larger than that of a typical Area Structure Plan (ASP). Strathcona County considers an ACP on an equivalent statutory plan status to an ASP and is adopted as such by Council. The project objectives and project deliverables will be further described in Section 2. SCOPE OF WORK.

2. SCOPE OF WORK

2.1 Background

Strathcona County is a specialized municipality, meaning its jurisdiction includes a large urban centre and a significant rural area and population. Located within Alberta's Capital Region, the County has a population of 95,597 residents (2016 municipal census). Strathcona County is home to Canada's largest oil refining complex and North America's third largest petrochemical complex. With a population of almost 69,000 Sherwood Park is the Urban centre of Strathcona County and is classified as an Urban Service Area within Strathcona County.

In the early 2000's Strathcona County began studying locations for future long term urban growth given that existing country residential subdivision's made it unfeasible to expand directly east or south of the Sherwood Park Urban Service Area. A number of studies, such as the Bremner Growth Management Strategy, and events, including the creation of the Capital Region Board, led to a decision in 2016 to focus future long term urban growth in Bremner.

In 2016, the Capital Region Board updated the regional growth plan which set growth expectations for urban communities within the region. Bremner has been identified as part of the metropolitan area within the Edmonton Metropolitan Region Growth Plan. Council amended the Sherwood Park Urban Service Area Boundary to include the Bremner Area on October 25, 2016.

For this new growth area, Strathcona County is looking to create a community that showcases new urbanism, smart growth and Transit Oriented Development (TOD) principles. The area should be compact, have efficient transit, complete streets, main streets, mixed use, a range of housing forms, and walkable neighbourhoods.

The Area commonly referred to as the Development Expansion Area located directly south of Bremner and south of Highway 16 as identified in Figure 1 has also been included within this RFP. This area is identified for local employment within the rural area under the Edmonton Metropolitan Region Growth Plan.

2.2 Project Objectives and Deliverables

2.2.1 General

1. The Successful Proponent will be expected to understand, coordinate and integrate land use and policies, transportation, infrastructure, and financial analysis between Area Concept Plan and supporting technical documentation (Bremner Design and Construction Standards, Bremner Transportation Plan, Bremner Utilities Master Plan, Bremner Financial Viability Analysis).

2. The Successful Proponent will be familiar with and utilize information from the sources below as well as other best practices in planning and engineering sources from North American/ Canadian cities and relevant organizations:

- (1) The Smart Growth Manual;
- (2) The Walkable City;
- (3) TOD Guidelines from cities such as Edmonton, Calgary and Ottawa;
- (4) Toronto Avenue and Midrise Building Study;
- (5) Toronto Townhouse Low Rise Guidelines;
- (6) NATCO Urban Street Design Guide;
- (7) NATCO Urban Bike Design Guide;
- (8) NATCO Transit Street Design Guide;
- (9) ITE Application - NATCO Transit Street Design Guide;
- (10) 880 Cities;
- (11) TAC Briefing Complete Streets: Policy And Practice In Canada January 2015;
- (12) Latest available draft of update to TAC Guidelines;
- (13) City of Edmonton, City of Calgary and Alberta Transportation province-wide bicycle design manual (expected 2017);
- (14) Complete Streets Canada;
- (15) Nation Complete Streets Coalition;
- (16) Calgary Complete Streets;
- (17) Edmonton Complete Streets (currently being updated);
- (18) Proposed walkability strategy for Edmonton;
- (19) Step Forward Calgary;
- (20) City of Edmonton – Low Impact Development Best Management Practices; and
- (21) ALIDP (Alberta Low Impact Development Partnership).

3. In addition, the Successful Proponent will be expected to become familiar with the following background materials:

- (1) Edmonton Metropolitan Region Growth Plan and other CRB related documents;
- (2) Bremner Area Project Engagement;
- (3) Bremner Agriculture Impact Assessment (AIA)
- (4) Bremner Growth Management Strategy;
- (5) Bremner and Colchester Comparison Matrix;
- (6) Connecting Bremner Technical Paper;
- (7) Bremner Citizens Bulletin #1,2 and 3;
- (8) Consultation Summary June 2013, March 2014, June 2014;
- (9) Open House Presentation November 27, 2013, March 18, 2014 and June 12, 2014;

- (10) Fiscal Impact Assessment of Recommended Community Design Concepts;
- (11) Bremner Growth Management Strategy - Fiscal Impact Analysis of Three Community Design Concepts;
- (12) Bremner Growth Management Study Transportation Infrastructure Scenarios;
- (13) Transportation model Update Working Paper #1 – Future Urban Growth Area Traffic Impact Assessment (Full Build Out);
- (14) Bremner Growth Management Study High Level Traffic Assessment;
- (15) Bremer /Cambrian Highway 21 Overpass Study;
- (16) Bremner Biophysical Assessment;
- (17) Bremner Agricultural Impact Assessment (to be completed by the County)
- (18) Urban Reserve Area Cumulative Risk Assessment Study
- (19) Strathcona County Design and Construction Standards;
- (20) Alberta Transportation related functional plans and transportation studies for the area.

- 4. Review of other relevant materials listed below by the Successful Proponent may also be required:

- (1) Integrated Transportation Master Plan (2013);
- (2) Transit Master Plan;
- (3) Municipal Development Plan 1-2007;
- (4) Draft Municipal Development Plan Update;
- (5) Strathcona County Agriculture Master Plan and Urban Agricultural Strategy;
- (6) County Trails Strategy;
- (7) Open Space and Recreation Facility Strategy;
- (8) Draft Development Expansion Area materials;
- (9) Cambrian Crossing Area Structure Plan;
- (10) North of Yellowhead Area Concept Plan; and
- (11) West of 21 Area Concept Plan.

2.2.2 Public Engagement and Stakeholder Facilitation Workshops

- 1. The Successful Proponent will be required to design, prepare and facilitate workshops, open houses and meetings with County staff, stakeholders and the general public;
- 2. Record, collect, and summarize all engagement results separately after each open house and workshop for distribution to participants;
- 3. Provide digital copies of content (such as mapping, graphics and wording) for public and stakeholder engagement in both PDF and editable (i.e. Word or InDesign) formats a minimum 2 weeks prior to planned events;
- 4. Create three drafts of each of the five documents listed under 1:
Introduction: Project Overview to be released for stakeholder comment

in Phase 2. Three rounds of stakeholder workshops and meetings are required following the completion of each round of drafts.

5. During Phase 2 for each round of drafts, Utilize rendering software such as SketchUp, to provide conceptual 3D models of key areas as needed such as the town centre to visually demonstrate street cross-sections and design guidelines.
6. Create final drafts of each document for review and discussion in Phase 3.
7. Provide final conceptual models of key areas as needed such as the town centre.
8. The County will be creating an Engagement Plan for this project. The design and format of the open houses, workshops and meetings are required to be in accordance with the following guidelines from the Engagement Plan:

PHASE 1 – Introduction	Number of Meetings	Meeting Type	Duration of each Meeting
Public Open House	1	Open House	2 to 3 hrs
Steering Committee	1	Meeting	2 hrs
Bremner Area Concept Plan (ACP)			
Municipal Staff (Technical Committee)	1	Facilitated Workshops	Half day
Development Industry	1		
Staff and Industry Together	1		
Other Stakeholders (ex: School Boards)	1 or 2	Meeting	1 or 2 hrs
Bremner Design and Construction Standards			
Municipal Staff (Technical Committee)	1	Facilitated Workshops	Half Day
Development Industry	1		
Staff and Industry Together	1		
Bremner Transportation Plan			
Municipal Staff (Technical Committee)	1	Facilitated Workshops	Half Day
Development Industry	1		
Staff and Industry Together	1		
Municipal Staff (Technical Committee) and other Stakeholders (ex: Alberta Transportation)	1 or 2	Meeting	1 to 2 hrs
Bremner Utilities Master Plan			
Municipal Staff (Technical Committee)	1	Facilitated Workshops	2 hr
Development Industry	1		
Staff and Industry Together	1		
Municipal Staff (Technical Committee) and other Stakeholders (ex: EPCOR)	1 or 2	Meeting	1 or 2 hrs
Bremner Financial Viability Analysis			
Municipal Staff (Technical Committee)	1	Meeting	1 or 2 hrs
Staff and Industry Together	1	Meeting	1 or 2 hrs

PHASE 2 – Drafts (Create three drafts of each of the five documents listed under <i>1: Introduction: Project Overview</i> to be released for stakeholder comment in Phase 2. Three rounds of stakeholder workshops and meetings are required following the completion of each round of drafts).	Number of Meetings	Meeting Type	Duration of each Meeting
Public Open House	1	Open House	2 to 3 hrs
Steering Committee	3	Meeting	2 hrs
Bremner Area Concept Plan (ACP)			
Municipal Staff (Technical Committee)	3	Facilitated Workshops	Half day
Development Industry	3		
Staff and Industry Together	3		
Other Stakeholders (ex: School Boards)	3 to 6	Meeting	1 or 2 hrs
Bremner Design and Construction Standards			
Municipal Staff (Technical Committee)	3	Facilitated Workshops	Half Day
Development Industry	3		
Staff and Industry Together	3		
Bremner Transportation Plan			
Municipal Staff (Technical Committee)	3	Facilitated Workshops	Half Day
Development Industry	3		
Staff and Industry Together	3		
Municipal Staff and other Stakeholders (ex: Alberta Transportation)	3 to 6	Meeting	1 or 2 hrs
Bremner Utilities Master Plan			
Municipal Staff (Technical Committee)	3	Facilitated Workshops	2 hr
Development Industry	3		
Staff and Industry Together	3		
Municipal Staff (Technical Committee) and other Stakeholders (ex: EPCOR)	3 to 6	Meeting	1 or 2 hrs
Bremner Financial Viability Analysis			
Municipal Staff (Technical Committee)	3	Meeting	1 or 2 hrs
Staff and Industry Together	3	meeting	1 or 2 hrs

PHASE 3 – Final Drafts All Documents	Number of Meetings	Meeting Type	Duration of each Meeting
Public Open House	1	Open House	2 to 3 hrs
Steering Committee	1	Meeting	2 hrs
Municipal Staff (Technical Committee)	1	Meeting	2 hrs
Development Industry	1	Meeting	2 hrs

2.2.3 Bremner Area Concept Plan (ACP)

1. The Successful Proponent will complete a statutory document (Area Concept Plan) that identifies land use, population, density, employment, transportation, infrastructure, urban design guidelines as well as development staging (sub-area plans) for the area depicted on Figure 1.
2. The ACP shall clearly identify the components of and design guidelines for Bremner. There shall be specific design guidelines for the Town Centre, village centers, transit corridors and transit station locations based on Transit Oriented Development, compact development and main street concepts. Design guidelines should relate and integrate information from the technical engineering documents. The design guidelines should address items such as but not limited to: architecture and urban form, placement of buildings, building interface with the street, environmental design, amenity areas etc. to ensure that the community is efficient, well designed and safe.
3. The ACP shall determine boundaries of sub-area plans. Sub-area plan boundaries shall be based on an ASP level and the ACP shall contain policy to ensure the implementation of the ACP through the Developer led sub-area plan ASPs.
4. Each sub-area plan ASP will be considered a “community” and each community should be the size of a section. Each sub-area plan ASP community will have individual neighborhoods the size of a quarter section. The size of a sub-area plan ASP may be reduced or reconfigured for Business Park areas or other factors such as topography.
5. Utilization of the Bremner Growth Management Strategy as a foundation and refine based on more detailed technical information, sub-area plan ASP boundaries, financial analysis, density targets, the Edmonton Metropolitan Region Growth Plan and best practices in Planning and Engineering.
6. The ACP will be required to implement policies from Edmonton Metropolitan Region Growth Plan which include but are not limited to:
 - (1) Required minimum overall greenfield density target of 40 du/nrha, centers density target of 100 du/nrha as well as identify required density targets for each sub-area plan stage (ASP) not less than 35 du/nrha;
 - (2) Complete communities, compact and mixed use development;

- (3) Integration of local services, amenities, institutional and commercial uses with residential development within buildings and within a five-minute walk;
 - (4) Housing diversity in terms of density and form;
 - (5) Incorporation of higher density uses along existing and planned transit corridors and at major transit stations;
 - (6) Incorporation of an interconnected street network to support active transportation.
- 7. The ACP shall clearly identify employment areas, amount of employment and types of development broken down using the North American Industry Classification System (NAICS) expected within each employment area such as the Town Centre, smaller (village) neighbourhood centers, transportation corridors, and Business Parks along Highway 16 to ensure enough employment opportunities within the ACP to meet complete community objectives and acceptable residential vs non-residential assessment balance.
 - 8. Refinement and revision of the land use mix, population and density for the overall ACP and each sub area plan ASP may be required to consider the appropriate amount and timing of public capital investment and acceptable balance of residential vs non-residential assessment.
 - 9. Five (5) print copies of the Final Bremner Area Concept Plan;
 - 10. Digital Copies of the Final Bremner Area Concept Plan document in both PDF and editable (i.e. InDesign) formats.
 - 11. Separate digital copies of the final mapping and graphics in both PDF and editable formats.
 - 12. Incorporate photos of final 3D models completed during the project engagement into the Final Bremner Area Concept Plan;
 - 13. The final document will be an InDesign file containing stylized graphics and photos.

2.2.4 Bremner Design and Construction Standards

- 1. Creation of new standards and right-of-ways for streets including drawings and cross sections that incorporate a complete streets philosophy for multi-modal and active transportation that considers pedestrians, cyclist, transit and cars within a context approach depending on the surrounding land use such as main streets in village and town centres, school zones, pedestrian streets/ zones, business parks, transit corridors and transit stations.
- 2. Review overall right-of-way widths, lane widths, street-lighting, landscaping, and design elements for streets such as street furniture, signage, colour or patterned pavement, public art, wayfinding etc;
- 3. Pedestrian sightlines and ability for all transportation modes to see and be aware of each other;
- 4. Driveway placement and frequency in high pedestrian traffic areas;
- 5. Pavement markings and separation barriers for different transportation modes;
- 6. Signal types and timing requirements for active transportation such as bike signals and pedestrian priority zones;

7. Creation of standard modal-split volumes for transit, pedestrians, and cyclists;
8. Creation of customized or proposal of alternative trip generation data;
9. Creation of Transportation Impact Assessment Guidelines;
10. Conduct a regional review of LID standards / best practices and provide a comparison to other neighbouring municipalities.
11. Review of Storm Water Management Systems and creation of new standards and drawings as deemed necessary and that incorporate LID such as:
 - (1) Bioswales;
 - (2) pervious strips and pavement;
 - (3) green roofs;
 - (4) bio-retention;
 - (5) rain gardens;
 - (6) naturalized drainage way; and
 - (7) rainwater harvesting.
12. Bremner Design and Construction Standards will be focused on transportation and LID; however, the review and creation of the Bremner Design and Construction Standards for other items not listed such as utilities and/ or landscaping may be required as part of this process.
13. Ten(10) print copies of the Final Bremner Design and Construction Standards;
14. Digital copies of the Final Bremner Design and Construction Standards in both PDF and editable formats;
15. Separate digital copies of the final mapping and graphics in both PDF and editable formats.

2.2.5 Bremner Transportation Plan

1. TDM (Transportation Demand Management) program including a speed management program; promote traffic calming and ensure safety;
2. Transportation systems designed to reduce car trips and increase transit, pedestrian and cycling trips;
3. Provide a high level of connectivity using a grid or modified grid system of streets that prioritize the safety and convenience of vulnerable users (pedestrians and cyclist) , efficiency for transit service, distribute traffic evenly, and prevent wide roads acting as barriers between neighbourhoods;
4. Incorporate access points to roads, including major roads, that maximize connectivity for all travel modes;
5. All roads are to have pedestrian and cycling on both sides either in the form of multi-use pathways or separated bike lanes/cycle tracks and sidewalks (may be modified for local roads and business park areas);
6. Incorporate a Target Speed Approach for all roads to increase safety for all users (example: 50-60 km/hr for arterial roads);

7. Focus on Complete Streets and context approach - incorporate a flexible approach that takes into consideration: roadway function and/or classification; surrounding land uses; topography; desired vehicular speed; and transportation modes or users when determining appropriate lane widths;
8. Incorporate on-street parking throughout the community particularly in mixed use centers, village centers and along main streets;
9. Staging of transportation infrastructure / identification of potential interim options for subsequent ASP's and general completion time;
10. Ultimate overall transportation projection using modal split which includes scenarios for long term bus rapid transit, long term LRT, and traditional vehicular traffic projection;
11. Consider potential implications of rideshare and autonomous vehicles;
12. Identify origin-destination of projected trips within the study area. For the purpose of analyses, segregate total transportation demand into internal trips, internal to external trips, external to internal trips, and external to external trips;
13. Provide ultimate overall transportation costing for each scenario and costing as projected for each ASP stage;
14. Identify implications and provide strategies for roadway operation and maintenance;
15. Transportation Impact Assessment - draft and evaluate an appropriate transportation network system by identifying multi-model infrastructure and facilities and design of major transportation patterns for:

(1) Pedestrian Network Analysis:

- a. Sidewalks, multi-use trails, pedestrian facilities, pedestrian streets;
- b. Pedestrian volumes;
- c. Pedestrian projection staging and ultimate scenarios;
- d. Pedestrian trip generation and assignment using modal split;
- e. Pedestrian network connectivity;
- f. Network connectivity to transit, cycling network, urban centres; employment areas, recreation and schools.

(2) Cycling Network Analysis:

- a. Separated bike lanes/cycle tracks and multi-use trails;
- b. Cycling volumes;
- c. Cycling projection staging and ultimate scenarios;
- d. Cycling trip generation and assignment using modal split;
- e. Cycling network connectivity;
- f. Network connectivity to transit, pedestrian network, urban centres, employment areas, recreation and schools;
- g. Offsite cycling transportation connections from Bremner to Edmonton, Fort Saskatchewan and Sherwood Park(ie: Trans Canada Trail/ River Valley Alliance, Highway 21 and Highway 16 flyovers);

(3) Transit Service and Network Analysis:

- a. Creation of a transit network design and service analysis that is cost effective based on overall ACP land use and density, and as projected by ASP stage;
- b. Transit trips generation and assignment using modal split including projection for ASP staging and ultimate scenario;
- c. Location of transit centres, major bus stops;
- d. Identification of TOD – Transit Oriented Development Areas within 800 metre walking distance of a transit centre;
- e. Pedestrian volumes within 800 metres of a transit centre;
- f. People + jobs /gha within 800 metres of a transit centre;
- g. Pedestrian facilities within 800 metres of a transit centre (sidewalks, major pedestrian crossings, shelters)
- h. Transit routes – service frequency, hours of service, ridership by route type and bus used;
- i. Consideration for rideshare;
- j. Potential transit service changes needed, interim transit service and transit service cost (revised routing, new routes, number of busses) for initial ASP stages and populations;
- k. HOV lanes/dedicated bus lanes and transit priority measures;
- l. Transit Priority Corridors/identification of regional and local bus transportation connections from Bremner to Edmonton, Fort Saskatchewan and Sherwood Park;
- m. Explore direct and dedicated transit connection to/from highway interchanges and flyovers(transit only ramps);
- n. High level conceptual long term Bus Rapid Transit / LRT staging and ultimate build-out network scenarios and station locations.

(4) Roadway Network Analysis:

- a. Road network descriptions - interchanges, provincial freeways and provincial expressways, main-streets, arterial and collector roadways and local roads based on a grid or modified grid pattern of streets;
- b. Arterial road maximized at four lanes except near highway interchanges;
- c. Traffic volumes and utilization of differing Level of Service (LOS) depending on the street function and land use context;
- d. Traffic projection staging and ultimate scenarios;
- e. Trip generation and assignment using modal split;
- f. Parking review;
- g. Traffic safety;
- h. Emergency services.

16. The successful Proponent will work with County staff in a coordinated effort to utilize its software model, or the Proponent may use a suitable

high level transportation software model to expedite multiple repeated analyses that will be in-synch with the County's model.

17. In addition to the County's transportation model, and concurrent with the Bremner Transportation Plan, there are two other major studies in the region: the Highway 16 Functional Planning Study; and the NERC or Northeast River Crossing Study. Both of these two studies are relevant and key to the Bremner study as they identify critical highway access points. The successful Proponent is to coordinate its study efforts with all relevant parties including Alberta Transportation.
18. The successful proponent will coordinate and liaise with affected external agencies including Alberta Transportation, CP/CN Rail, etc., where appropriate and necessary;
19. Provide information as required for the Financial Viability Analysis;
20. additional transportation information as deemed required for the project;
21. Mapping as required;
22. Ten (10) print copies of the Final Bremner Transportation Plan;
23. Digital Copies of the Final Bremner Transportation Plan document in both PDF and editable formats;
24. Separate digital copies of the final mapping and graphics in both PDF and editable formats.

2.2.6 Bremner Utilities Master Plan

1. Detailed analysis of onsite and offsite water and wastewater connection, alignment, sizing, and depth of infrastructure for interim, staging and ultimate water and wastewater servicing options for subsequent ASP's and general completion times;
2. Location and number of reservoirs, identification of pressure and gravity fed zones;
3. Location of major utility installation;
4. Hydraulic network analysis including computer modeling;
5. Interim and permanent catchment basins;
6. Water Servicing:
 - a. Explore potential long term water supply scenarios and alternatives for the study area (including EPCOR and the Capital Region Northeast Water Services Commission) to determine the most logical and effective approach, addressing staging schemes for accommodating interim and future water demands.
 - b. Provide a hydraulic network analysis using the latest version of WaterCAD. Update the existing water model to include existing, interim and ultimate development scenarios and connections to the system. The model needs to be well documented to provide insight into the modeling process and any assumptions used.
 - c. Identify and recommend strategic locations and sizing for major storage and transmission infrastructure (reservoirs / pumphouses / transmission mains). Determine the general service area and operating philosophy for the major infrastructure.

- d. Provide overview plans of the proposed water system illustrating the size and alignment of all lines; a potential staged implementation plan (for both interim and ultimate conditions) and the associated cost estimates and trigger points for all of the proposed infrastructure.
7. Wastewater Servicing:
 - a. Explore potential wastewater servicing alignments for the study to determine the most logical and effective approach, addressing staging schemes for accommodating interim and future flows.
 - b. Liaise with the Alberta Capital Regional Wastewater Commission regarding conveyance connections and treatment flow projections.
 - c. Provide wastewater calculations to demonstrate that the system will provide the required level of service.
 - d. Create a wastewater model using the most recent version of MikeUrban with the proposed flows and identify the required infrastructure to accommodate these flows.
 - e. Identify if there are areas that cannot be feasibly serviced by a gravity system and recommend strategic servicing options for these areas.
 - f. Provide overview plans of the proposed wastewater system illustrating the size, depth and alignment of all trunks, a potential staged implementation plan; and the associated cost estimates and trigger points for all of the proposed infrastructure.
8. Stormwater Servicing:
 - a. Provide a stormwater management analysis which presents the proposed stormwater servicing scheme. This analysis should contain an overall plan depicting the stormwater management facility (SWMF) locations, a delineation of all relevant drainage basins, and an assessment of the downstream receiving stream(s).
 - b. Develop a stormwater model for the proposed infrastructure and identify the size, outlet configuration and downstream conveyance for the major stormwater management facilities.
 - c. Detailed analysis of stormwater infrastructure, establishment of stormwater management facility locations and preliminary water level evaluations; staging of stormwater infrastructure for potential interim options for subsequent ASP's and general completion time;
 - d. Incorporation of LID infrastructure;
9. Floodplain analysis for Oldman Creek and Point Aux Pins Creek;
10. Detailed assessment of erosion potential within Oldman Creek and Point Aux Pins Creek and determination of allowable maximum release rate (l/s/ha), allowable average discharge volume (mm/yr) and erosion protection measures as may be required;
11. Communication infrastructure;
12. Overall costing, and costing by each ASP stage;
13. Information as required for the Financial Viability Analysis;
14. Additional utilities information as deemed required for the project;
15. Mapping as required;
16. Ten (10) print copies of the Final Bremner Utilities Master Plan;

17. Digital copies of the Final Bremner Utilities Master Plan document in both PDF and editable formats;
18. Separate digital copies of the final mapping and graphics in both PDF and editable formats.

2.2.7 Financial Viability Analysis

1. Complete an analysis that will determine the approximate cost of growth for ultimate build out as well as each ASP stage based on infrastructure, land use concept, projected population and density as per the ACP over a 50 year life-cycle.
2. Create an analysis that reviews the cost of growth vs projected revenue to understand how the infrastructure required for the development relates to existing infrastructure, timing, and implication to County operations.
3. The report will include a high level overview of infrastructure costs associated with the development. This includes initial construction, renewal, operation and maintenance costs, and the responsibility for those costs.
4. The implications of various buildout scenarios (for example, high/ low absorption rates, timing of the development of land uses). Implications include the timings of facility development, implications to near and long term capital budgets and revenues.
5. Results should indicate the required private capital investment in addition to the public infrastructure investment (capital plus operation, maintenance and renewal) as well as projected revenue. The total public infrastructure investment should be balanced against expected revenue to obtain a total balance for the overall ACP and each ASP stage.
6. Analysis that indicates the balance of residential vs non-residential assessment for the overall ASP and each ASP stage and how the balance for the overall ACP and each ASP stage impacts the residential vs non-residential assessment for the County as a whole.
7. Multiple analyses will be required as infrastructure, land use mix, population and density for the overall ACP and each ASP may be revised to ensure viable communities with acceptable balance of residential vs non-residential assessment. The final analysis will include two scenario's, one which includes the Development Expansion Area and one which does not to determine the overall financial impact/ or benefit this area has to Bremner and the County.
8. Analysis on how each ASP stage and timing of projected public capital investment may impact public capital investment planned or approved for existing neighborhoods as well existing approved ASPs, and capital investment planned or approved in the Rural Service Area.
9. A recommendation on timing for the first ASP stage of Bremner based on projected population growth and projected public capital investment in the first ASP stage vs capital investment planned for existing approved ASP's.

2.3 Roles and Responsibilities

2.3.1 Successful Proponent is responsible for the following:

1. Project objectives and deliverables identified under Section 2.2;
2. Ensure delivery of project is on time and on budget;
3. Organizing and attending a project kick-off meeting with County staff;
4. Initial introduction to Council to inform project workplan, timelines and engagement;
5. Progress presentation updates at Council meetings or Priorities Committee meetings throughout the process;
6. Refinement and updating of draft documents throughout the process until a final Area Concept Plan is ready to be presented to Council;
7. Refinement and updating of draft public and stakeholder engagement materials following county review of content prior to planned events;
8. Creation of Project PowerPoint presentations for Council and Priorities Committee Meetings provided a minimum 3 and 1/2 weeks prior to meeting dates;
9. Monthly written progress descriptions included with detailed invoicing to the Strathcona County Project Manager;
10. Ongoing correspondence with the Strathcona County project manager including bi-weekly project conference calls;
11. Creating, maintaining and updating a detailed project work plan for bi-weekly project conference calls and ensuring that the County is fully informed of all matters during the project;
12. Assisting in event management by providing, at least two weeks in advance of all events documentation of all materials needed from the County (i.e. easels, flip chart).
13. Conduct all reviews and processes; prepare draft documents and final deliverables according to the timeline, and schedules as contracted.
14. Provide minutes of each meeting held with the project manager, other County staff, and public or private industry stakeholders within five working days of a meeting.
15. Shall be expected to otherwise maintain regular communication with the County's Project Manager.

2.3.2 The Strathcona County Project Manager is responsible for the following:

1. Acting as the principal contact for the County on all components of this contract;
2. Maintaining and editing content on the County website;
3. Developing and publishing advertisements and other communication materials in various media (web, print, digital) as needed;
4. Scheduling all meetings with the Successful Proponent, County staff and stakeholders;
5. Facilitating communication between County staff and the Successful Proponent;

6. Providing updates and responding to all communication from Strathcona County Council;
7. Responding to all communication from members of the public, including local residents and business owners;
8. Providing updates to and receiving guidance from the Steering Committee where required;
9. Providing supporting background documents to the Successful Proponent;
10. The following event management roles:
 - (1) Submitting advertising to the media,
 - (2) Scheduling or registration of participants,
 - (3) Printing of feedback forms,
 - (4) Printing of sign-in sheets,
 - (5) Directional signage,
 - (6) Arranging with facility managers for all audio visual and room layout requirements,
 - (7) Room booking and ordering catering for events in County facilities
 - (8) Working with County staff and Print Shop to print copies of any additional communication materials;
 - (9) Making updates to the public website;
 - (10) Attending and observing all public engagement activities; and
 - (11) Monitoring of Successful Proponents performance.

2.3.3 Municipal Staff (Technical Committee):

The Technical Committees will provide technical support and local expertise in the creation of each document. There will be five (5) separate Technical Committees made up of municipal staff from various departments for the creation of each document. There will be a Bremner ACP Technical Committee, Bremner Design and Construction Standards Technical Committee, Bremner Transportation Plan Technical Committee, Bremner Utilities Master Plan Technical Committee and Bremner Financial Viability Analysis Technical Committee. (The same municipal staff may sit on more than one Technical Committee).

2.3.4 Steering Committee:

The Steering Committee will consist of the Project Manager, representatives from County Senior Administration and representatives from the Development Industry. The Steering Committee will review and comment on draft documents and provide overall project guidance and direction.

2.4 Fixed Fee Proposal

The Proponent must provide a detailed budget including all fees, costs, expenditures, disbursements and taxes for each aspect of the proposal. The Successful Proponent will enter into a fixed fee Contract for the amount set out in the proposal.

Proposals exceeding one million one hundred thousand dollars (1,100,000.00) will not be evaluated.

2.5 Successful Proponent

The Successful Proponent will be the Proponent that in relation to the evaluation criteria is found by the evaluation committee to be the one that best meets the County's requirements as set out in the RFP. The County is not required to award the Contract to the lowest priced Proponent, or to any Proponent.

2.6 Contents of Proposal

Only complete Proposal submissions will be accepted. Partial submissions will not be considered. Submission shall be in the format indicated and include all of the information outlined in Section 2.7. Proponents are to submit:

- 1) Seven (7) printed (bound, 8.5" x 11") copies of the Proposal; and
- 2) One (1) digital copy of the submission in Adobe Acrobat format on a USB memory stick

2.7 Submission Requirements

In order to be considered responsive, Proposals shall include a completed and signed **Schedule A – Confirmation of Offer**.

The County requests the Proponent's Proposal be organized as outlined below in order to facilitate the County's evaluation and review process. If the Proponent wishes to include additional information on any point that is somewhat voluminous or that is not directly relevant to the specific situation described in this RFP, that information should be placed in Appendix A and referenced in the main body of the Proposal.

1.0 Confirmation of Offer
2.0 Table of Contents
3.0 Executive Summary
4.0 Experience
4.01 - Corporate Profile
4.02 - Team Members Experience
4.03 - References
5.0 Services
5.01 - Project Understanding
5.02 - Approach and Methodology
5.03 - Project Schedule
5.04 - Project Management
6.0 Fees
6.01 - Fee for Services
7.0 Additional Features / Value Added
8.0 Appendix A (As the Proponent deems necessary to provide additional information)

Confirmation of Offer

The Confirmation of Offer for the submission is attached as Schedule A and shall include the following items:

- The name and number of this RFP.
- The legal name of the Proponent.
- The Proponent's address, telephone and fax numbers.
- Proponent's primary contact for this competitive process and their e-mail address.
- The date on which the Proposal was submitted.
- The signature of a duly authorized representative of the Proponent (indicate name and title).

Executive Summary

- Provide an executive summary for the Proponent's Proposal. At a minimum, the executive summary should demonstrate the Proponent's knowledge and understanding of the background, objectives, and issues involved in the project as well as the intended deliverables, and deadlines.

Experience

- **Corporate Profile** - The County is interested in acquiring the services of a Consultant with proven experience in providing Consulting Services to deliver the Scope of Work. In this section the Proponent should include a brief corporate history and overview of the Proponent's service capability (please limit this to a maximum of three (3) pages). The County is looking for the Proponent to clearly demonstrate that it has the resources and experience necessary to effectively provide the requirements of this RFP. In addition, disclose the Proponent's current work load including specific assignments/contracts and overall capacity as an indication of the Proponent's ability to provide the services under this RFP in a timely manner.
- **Team Members Experience** – Provide a summary description of relevant knowledge, experience and capability of each team member, including Sub- Consultants, and their role and responsibility during the project (limit one page/member). The descriptions should detail work contribution and delivery of relevant projects such as experience with LID infrastructure in winter cities, complete streets and context approach to roadway design as well as facilitation success with municipal and private industry to complete innovative projects.
- **References** - In this section identify corporate experience **relevant** to the requirements and Scope of Work of this RFP taking into consideration the following information:
 - A minimum of three (3) corporate references that the County can contact without prior notification. Include reference name, title, company, location, phone number and a brief description of services provided including value of the work for which your services were rendered.
 - The County cannot be used as a reference.
 - Information obtained through reference checks may be incorporated into the evaluation and scoring of any applicable part of a Proposal. The relevance of the reference to the scope of work of this RFP will be considered in the evaluation of any references.

Services

- **Project Understanding** - Proponents are required to demonstrate their knowledge and expertise through the understanding of the project scope and requirements. Briefly outline the key objectives as the Proponent understands them.
- **Approach & Methodology** - Describe the Proponent's capabilities in terms of methods, approach, and tools the Proponent intends to deploy in fulfilling project scope and requirements. The Proponent shall demonstrate the application of their knowledge and expertise related to the scope of work for successful performance of the contract.

- **Project Schedule** - Present your high-level schedule / work breakdown structure including
 - 1) Key dates for all deliverables, facilitation and engagement activities;
 - 2) County and the Proponent's resource assignments (i.e., who is doing what);
 The Proponent shall include a Gantt Style or bar chart project schedule including but not limited to the items identified in 2. SCOPE OF WORK.
- **Project Management** - Describe how your project management methodology will ensure completion of the project within the proposed schedule and approved budget.

Fees for Service

- Submit a Fee Schedule for the Fixed Fee Proposal, inclusive of all fees and disbursements that will be incurred for each phase and component of the project.
- The Fixed Fee Proposal shall include the allocated cost and unit rates for each person identified in the Proposal or category of staff used in the Proposal.
- Fixed Fee Proposal shall include an amount set aside for contingency for to protect against unexpected or unforeseen project needs.
- Without limitation, any fees not identified in the Proposal will be the responsibility of the Successful Proponent.
- Identify on the payment schedule when Fees will be due at specific milestones.

Innovation / Value Added

- The County is interested in achieving the best possible outcome for the Project and invites Proponents to showcase their team and firms leading industry expertise, experience and success in planning for compact development with respect to land use and engineering for new communities.
- Proponents should detail their understanding of the integral connections between roadway and urban design, land use and street function to create successful walkable communities and neighbourhoods.
- Submissions may inform on opportunities and challenges related to the Project. Proponents should also identify any specific constraints the County should be aware of concerning its Submission or the Project.
- Proponents should draw from past experience to provide innovative solutions that would add value to the project if they were successful in being awarded the work. Proponents are encouraged to identify any additional features or value added components of its Proposal that could be of benefit to the County. Only those aspects deemed to be of benefit to the County will be considered in the evaluation.

3. INSTRUCTIONS TO PROPONENTS

3.1 Closing Date

Proposals must be provided to the County no later than 14:00:00 Hours, Alberta Time, Tuesday, March 7, 2017 ("Closing Date").

3.2 Delivery of Submissions

Proposal submittals are to be provided in a sealed envelope or package addressed and delivered to the County's Receiving Address prior to the Closing Date. Proposal submittals shall be marked:

Company Name Company Address Bremner Area Project Planning and Development Services RFP# 17.0071
--

Proposal submittals shall be delivered **only** to the below Receiving Address:

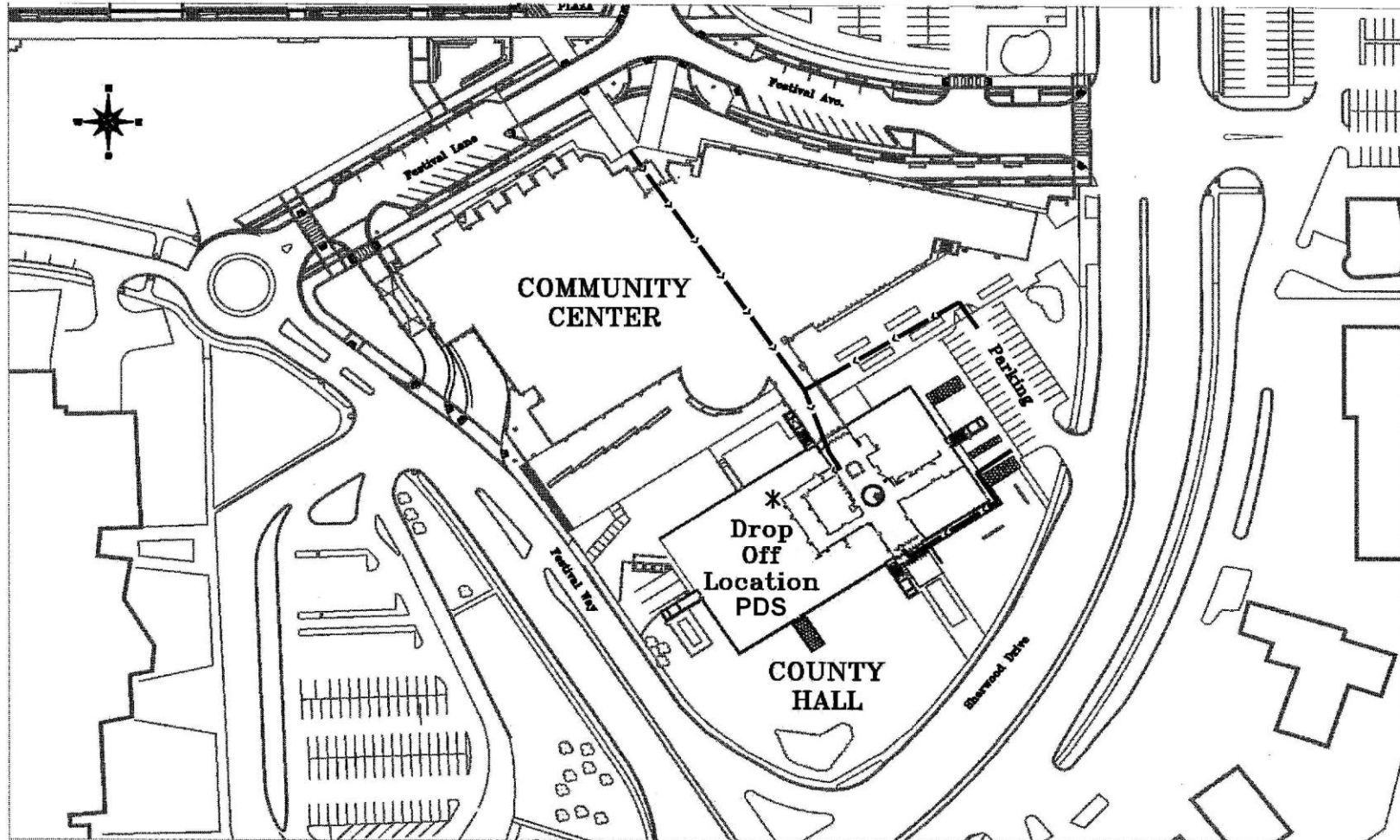
Receiving Address

Strathcona County
Planning & Development Services
Main Floor, County Hall
2001 Sherwood Drive
Sherwood Park, Alberta
T8A 3W7

IMPORTANT: The County will not be responsible for any Proponent's Proposal submittal envelope or package that is not identified as above. Should the envelope or package not be identified as above, a possibility exists that the submittal will not receive due consideration. In addition, it is important that all courier packaging is clearly identified on the outside with the RFP title and RFP number.

IMPORTANT: Should the Proponent choose Canada Post Courier as their delivery method, allow additional business days for delivery to the Receiving Address. The County will not be responsible for the receipt of late Proposal submittals delivered to the Receiving Address. Proponents are solely responsible for delivery of their Proposals within the time frame to the Receiving Address. Late Proposals will not be evaluated.

**TENDER DROP-OFF LOCATION FOR
STRATHCONA COUNTY
PLANNING AND DEVELOPMENT SERVICES (PDS)**



Document #: EEP Environmental and Open Space Planning, 0900, 14559, 1

3.3 Late or Faxed Submissions

Proponents are solely responsible for delivery of their Proposals within the time frame to the Receiving Address. Late Proposals will not be evaluated. Faxed or emailed Proposals will not be evaluated.

3.4 Inquiries

All inquiries related to this RFP must be in writing and directed to: Janna Widmer Coordinator, Long Range Planning Email:
Janna.widmer@strathcona.ca

By 16:00:00 Hours, Alberta Time on Wednesday, February 15, 2017.

It is the responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP. If required, addenda will be issued to all registered Proponents and posted on the Alberta Purchasing Connection website at www.purchasingconnection.ca.

3.5 Revisions to Submissions

Proposal submittals may be revised by written notification delivered to the Receiving Address by the Closing Date.

Addenda

Any changes to this Request for Proposal (RFP) shall be in writing in the form of an Addendum.

Any addenda issued to the RFP shall form part of the RFP requirements, and the cost for doing the work shall be included in the proposal sum. Verbal representations may not be considered by Proponents as they will not be binding on the County, regardless of the source.

3.7 Ownership of Proposal Submittals / Confidentiality

All Proposal submittals to the County will become County records, and must be retained, disclosed and destroyed in accordance with the requirements of the *Freedom of Information and Protection of Privacy Act*.

3.8 Key Dates

In order to assist Proponents, the County is providing the following planned Key Dates and events with respect to this RFP process. Key dates are not guaranteed and may be changed by the County at its discretion.

Request for Proposals Issued	January 24, 2017
Written Inquiries Received	February 15, 2017
Closing Date for Proposal submittals	March 7, 2017
Evaluation of Proposals	March 8 to March 27, 2017
Interviews (if needed)	March 28 and 29, 2017
Award to successful Proponent (if any)	March 31, 2017

4. EVALUATION OF PROPOSAL SUBMITTALS

4.1 Evaluation Committee

The evaluation committee will be represented by the Steering Committee and will be assembled to review and evaluate all Proposal submittals. The Evaluation Committee intends to use the criteria in this Section 4.2 to select the Successful Proponent. The Evaluation Committee will apply the same criteria in the evaluation of all Proponent submittals.

4.2 Evaluation Criteria

The Proponent – including key members of the Proponent’s team - must demonstrate the following:

- Experience in Planning and Engineering smart growth, complete streets, context approach to roadway design, compact development and TOD;
- Experience with engineering and implementing LID in a winter climate;
- Experience and capabilities to undertake a comprehensive financial viability analysis regarding the cost of growth;
- Experience in facilitating groups and workshops between municipal staff and private industry stakeholders;
- Experience communicating smart growth and complete street and context approach principles to practicing professionals, elected officials and the general public;
- Experience (firm and proposed team) in the preparation of statutory plans, Transportation and Utilities Master Plans, as well as design and construction standards;
- Experienced in incorporating modal split analysis for pedestrians, cycling and transit into Transportation Impact Assessments;
- Experienced in grid and modified grid street design and designing street right of ways with respect to the land use context;
- Experience creating urban design policy that integrates with engineering design for TOD, main streets, transit corridors and transit stations, medium and high density areas.
- General familiarity with Strathcona County and the provincial regulatory framework for land use planning;
- Experience in presenting planning strategies and statutory plans to municipal Councils; and

- Technical capacity to produce mapping and other supporting graphic materials.

The evaluation criterion to be used by the Evaluation Committee is as follows (the "Evaluation Criteria"):

- 1) Response to the Scope of Work that indicates the Proponent understands the project requirements.
- 2) Methodology to execute the scope of work required for the project including innovative solutions, proposed work plan, timeline, and scheduling.
- 3) Corporate and technical capabilities of the Proponent Firm and knowledge of local context.
- 4) Capabilities and the experience of the personnel as identified above that would be directly involved in the project. The Proponent's Team members will be assessed on their experience involving comparable or relevant projects that incorporate best practices in planning and engineering as well as facilitation success with municipal and private industry to complete innovative projects.
- 5) This is a fixed fee contract with an upper limit. In order to be evaluated, the Fee Schedule must not exceed the maximum amount set.
- 6) Services and experience that would add innovation value to the project.

Weighting of the evaluation criteria will be as follows:

Demonstrated understanding of the Scope of Work	10%
Methodology	15%
Corporate and Technical Capabilities	15%
Knowledge and Experience of Personnel Assigned	30%
Fees for Service	5%
Innovation / Value Added	20%

5. GENERAL CONDITIONS

5.1 Acceptance of Proposals

All Proposal submittals shall be valid for a period of one hundred and twenty (120) days from the Closing Date. It is understood and agreed that the County shall have one hundred and twenty (120) days to accept.

5.2 Presentation by Short-Listed Proponents

The County may, at its discretion, establish a short-list of Proponents and require them to deliver an oral presentation. The selection of short-listed Proponents will be entirely at the County's discretion. Each Proponent invited to deliver a presentation should be prepared to discuss and substantiate any areas of their Proposal submittals as well as discuss their own qualifications as a Proponent that can provide services as described in this RFP.

5.3 No Contract

By submitting a Proposal submittal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, and that no legal obligations arise.

5.4 Proponents Costs and Expenses

Proponents are solely responsible for their own costs and expenses in preparing and submitting a Proposal submittal and participating in this RFP, and agree that under no circumstances will the County be in any way responsible for any fee, cost, expense, expenditure, disbursement, tax or other amount of money expended by a Proponent due to submission of a Proposal or participating in the RFP process.

5.5 No Claims

The County and its officials, employees, agents, Consultants and advisors will not be liable to any Proponent, or any firm, corporation or individual member of a Proponent, for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent, or any firm, corporation or individual member of a Proponent, in preparing and submitting a Submission or any other activity related to or arising out of this RFP.

5.6 Accuracy of Information

The County gives no representation whatsoever as to the accuracy or completeness of any of the information set out in this RFP, or any other background or reference information or documents prepared by third parties and made available to the Proponents. Proponents will make an independent assessment of the accuracy and completeness of such information and will have no claim whatsoever against the County, or its officials, employees, agents, Consultants and advisors, with respect to such information.

5.7 Evaluation of Proposal

The County will evaluate each Proponent's Proposal to determine which Proposal, (if any) is in the best interests of the County.

5.8 County Discretion

The County may in its sole discretion accept or reject Proposals, wave formalities or minor irregularities, award or not award to a Proponent, or cancel the RFP process prior to award.

5.10 Agreement

A sample of the Strathcona County's Standard Form Consulting Contract is attached as Appendix "B". It is the expectation that this Contract will be presented for execution to the Successful Proponent.

SCHEDULE A: Confirmation of Offer



Strathcona County
Planning & Development Services
Main Floor, County Hall
2001 Sherwood Drive
Sherwood Park, Alberta T8A 3W7

<p>REQUEST FOR PROPOSALS RFP # 17.0071 BREMNER AREA PROJECT PLANNING & DEVELOPMENT SERVICES</p>

Company Name:		
Address:		
City:	Province:	Postal Code:
Phone:	Fax:	
Website:		
Contact Name:	Phone:	
Contact Email:		
Signature of Authorized Company Representative:		
Name:		
Title:	Date:	
If the Proponent is a company, partnership or joint venture, your signature confirms you have the legal authority to bind the Proponent. <u>Failure to sign this document and include it with the Proponent's submittal will result in disqualification of the Proposal.</u>		

**THIS PAGE MAY NOT BE ALTERED OR REPRODUCED IN ANY MANNER AND MUST
APPEAR IN THE PROPONENT'S PROPOSAL**

SCHEDULE B: Sample Contract

THIS AGREEMENT made the _____ day of _____, 2017.
BETWEEN:

STRATHCONA COUNTY
(hereinafter referred to as the "County")

OF THE FIRST PART

- and -

<INSERT FULL LEGAL NAME OF CONTRACTOR>

(hereinafter referred to as the "Contractor")

OF THE SECOND PART

CONTRACTOR AGREEMENT

WHEREAS the County requires the services of the Contractor as an independent contractor, in connection with professional planning and public engagement services for the Municipal Development Plan Update.

AND WHEREAS the County and the Contractor have reached agreement with respect to the terms and conditions under which the Contractor will provide such services to the County;

NOW THEREFORE, in consideration of the promises, mutual terms, covenants and conditions herein, the parties hereto agree as follows:

1. DEFINITIONS

In this Agreement:

- (a) "County Property" means the Work Product and all information, records or materials, regardless of form, and including, but not limited to, any copyright, patent, industrial design process or trademark, acquired or produced under this Agreement by the Contractor, or provided by the County for use by the Contractor,
- (b) "Fees" means the fees to be paid by the County to the Contractor as set forth in Schedule "B" hereto;
- (c) "Force Majeure" means any act of God, major storms, civil disturbance or any similar major event or occurrence not within the control of a

party and which by the exercise of due diligence by such party could not have been prevented, but lack of funds on the part of such party shall be deemed not to be a Force Majeure;

- (d) "Personal Information" means recorded information about an identifiable individual as defined in the *Freedom of Information and Protection of Privacy Act*, as may be amended from time to time;
- (e) "Services" means those activities identified in Schedule "A" hereto;
- (f) "Term" means the period of time commencing on _____ and ending on _____, subject to extension or earlier termination as set forth herein; and **<EDITOR'S NOTE: INSERT DETAILS>**
- (g) "Work Product" means any and all materials, reports, documentation, and other items made, prepared or produced for the County by or on behalf of the Contractor or any of its employees and contractors as part of the provision of the Services (whether then provided or delivered to the County or not), including related materials, regardless of media or format.

2. PREAMBLE AND SCHEDULES

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

Schedule "A" -	Services
Schedule "B" -	Fees

<EDITOR'S NOTE: MAKE SURE ALL SCHEDULES ARE REFERRED TO AND ADOPTED AS PART OF THE AGREEMENT IN THE PROVISIONS OF THE AGREEMENT>

3. OBLIGATIONS

The Contractor shall:

- (a) perform the Services in accordance with and subject to the terms and conditions contained in this Agreement;
- (b) subject to subparagraph (b) herein, perform all of its obligations contemplated hereunder in strict compliance with all County Bylaws, Policies and Procedures in force from time to time;
- (c) provide qualified staff to provide the Services;

- (d) be bound by and observe all applicable federal, provincial and municipal legislation and related regulations, which, without limiting the generality of the foregoing, shall include the provisions of the *Freedom of Information and Protection of Privacy Act*, the *Occupational Health and Safety Act* and the *Environmental Protection and Enhancement Act*, all as amended from time to time, and the Contractor shall cause all of its employees and approved subcontractors to be so bound;
- (e) obtain and maintain at its sole expense all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction incidental to the performance of the Contractor's obligations under this Agreement;
- (f) pay all fees and all other costs incidental to the performance of the Contractor's obligations under this Agreement;
- (g) provide all such written and verbal reports as required by the County on the progress of the Services. The Contractor will make available such information, including data and documents, as the County may require from time to time to allow the County to evaluate the quality and progress of the Services; and
- (h) upon receipt of request from the County, provide evidence of full compliance with all requirements of the *Workers' Compensation Act* to and including the dates of such requests, such evidence to include the Contractor and any and all subcontractors.

If the Contractor fails to perform any of its obligations hereunder, the County may deliver written notice to the Contractor that such failure exists and the nature of such failure. The Contractor shall forthwith take all necessary steps to cure such failure. If the Contractor fails to cure the failure to the satisfaction of the County, acting reasonably, the County shall be entitled to call upon the Security without prejudice to any other remedies that may be available to the County at law, equity or otherwise.

4. PAYMENT OF FEES

The County will pay the Contractor the Fees following receipt of invoice and in accordance with the payment terms set forth in Schedule "B" hereto, plus any applicable GST thereon. **<EDITOR'S NOTE: INSERT ANY PARTICULARS WITH RESPECT TO PAYMENT IN SCHEDULE "B" INCLUDING AMOUNT AND TIMING OF ANY PAYMENT >**

5. TAXES AND DEDUCTIONS

The Contractor shall be responsible to collect, remit, and pay all source deductions, Canada Pension contributions, Employment Insurance premiums, taxes

and GST and all other required payments, contributions or deductions under all applicable laws and authorities including, but not limited to, any assessments levied pursuant to the *Workers' Compensation Act* (Alberta) which arise or may hereafter arise with respect to the performance of the obligations of the Contractor under this Agreement and the County shall have no liability for the same.

6. EXTENSION OF TERM

The Term may be extended by the parties for a further period of _____(_____) years commencing on the day immediately following the last day of the Term provided that the parties mutually agree to such extension on or before that date which is _____(_____) months prior to expiry of the Term. If such mutual agreement is not made by the required date, this Agreement shall expire on the last day of the Term and shall be of no further force and effect. If this Agreement is extended, all other terms and conditions contained herein shall remain in full force and effect.

7. RIGHT OF THE CONTRACTOR TO ACCEPT CONCURRENT RETAINERS

The Contractor may accept concurrent contracting retainers from other parties during the Term.

8. WARRANTIES AND REPRESENTATIONS

The Contractor hereby represents and warrants with and to the County, and acknowledges that the County is relying upon such representations and warranties, that:

- (a) the Contractor is in compliance with all laws and regulations of any public authority relating to the conduct of its business and has all required approvals, permits, licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said approvals, permits, licenses, certificates or authorizations; and
- (b) if the obligations of the Contractor hereunder require the supply of software or any other intellectual property to the County;
 - (i) such software or other intellectual property does not, as of the date of this Agreement, infringe any patent, copyright, trade secret, trade-mark, moral rights or other legal or equitable intellectual property rights of any third party and that no one has alleged that such software or other intellectual property infringes any patent, copyright, trade secret, trade-mark or other legal or equitable intellectual property rights of any third party; and

- (ii) the Contractor has obtained waivers of moral rights from all authors of the such software or other intellectual property to the effect that the authors waive all moral rights that the authors have or may acquire in respect of such software or other intellectual property as against the County and any third party that may be retained by the County to work with such software or intellectual property.

9. INSURANCE

Without in any way limiting the liability of the Contractor under this Agreement, the Contractor shall obtain and maintain in force during the Term the following insurance, all satisfactory to the County, acting reasonably;

- (a) standard automobile third party liability insurance providing coverage for all vehicles owned, leased, hired, borrowed or operated by the Contractor in connection with its performance of the work. Such insurance must include a limit of at least **TWO MILLION DOLLARS (\$2,000,000.00)** per occurrence for bodily injury or property damage to third parties;
- (b) comprehensive general liability insurance providing a limit of at least **TWO MILLION DOLLARS (\$2,000,000.00)** per occurrence for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include but is not limited to:
 - (i) non-owned automobile liability;
 - (ii) independent subcontractors;
 - (iii) contractual liability including this Agreement;
 - (iv) cross liability or severability of interests clause;
 - (v) products and completed operations coverage.

The minimum liability limits required may be satisfied through the combination of primary general liability and automobile liability limits with an umbrella liability policy (with coverage no more restrictive than the underlying insurance) providing excess limits to equal or exceed the minimum required limits.

- (c) Errors and omissions OR professional services liability insurance covering wrongful acts, errors and omissions arising out of activities and operations of a professional nature in connection with this contract with limits of not less than **TWO MILLION DOLLARS (\$2,000,000.00)** per occurrence;

- (d) Workers' Compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Province of Alberta **<IF CONTRACTOR FROM OUTSIDE CANADA, MAY PROVIDE EVIDENCE OF WORKERS' COMPENSATION/EMPLOYERS LIABILITY ON INSURANCE CERTIFICATE. IF AN INDUSTRY EXEMPT FROM WCB, REQUEST LETTER CONFIRMING THIS>;**
- (e) employer's liability insurance respecting employees, if any, of the Contractor with limits of liability of not less than **TWO MILLION DOLLARS (\$2,000,000.00)** per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Contractor; and
- (f) such other insurance as the County may from time to time reasonably require.

The Contractor shall name the County, its Council and employees as additional insured on the comprehensive general liability insurance policy or policies described in (b).

The Contractor shall, upon request of the County, provide written documentation evidencing the required insurance coverage. This documentation shall be in the form of an insurance certificate satisfactory to the County, and shall indicate that the County will be provided with thirty (30) days' written notice of cancellation of such insurance.

The Contractor shall ensure that all insurance coverage maintained in accordance with contract requirements shall continue until the completion of work under this Agreement, with evidence of renewal of such insurance to be provided until the end of the Agreement.

The cost of all insurance required to be held by the Contractor as set forth herein shall be borne by the Contractor. Any deductible or self insured retention shall be the sole responsibility of the Contractor in the event of a claim.

10. INDEMNITY

The Contractor shall at all times and without limitation, indemnify and save harmless the County, its Councillors, directors, officers, employees, contractors, agents and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which any of the County, its Councilors, directors, officers, employees, contractors, agents and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any

occurrence, event, incident or matter caused by, and/or arising as a direct or indirect result of:

- (a) the misconduct, negligent action or negligent failure to act, as the case may be, of the Contractor and/or any of those persons for whom the Contractor is responsible at law (including, without limitation, any of its employees or subcontractors); or
- (b) the costs of repairs, clean-up or restoration paid by the County and any fines levied against the County or the Contractor; or
- (c) any breach, violation or non-performance of any representation, warranty, obligation, covenant, condition or agreement in this Agreement set forth and contained on the part of the Contractor to be fulfilled, kept, observed or performed, as the case may be; or
- (d) any damages to third parties caused by, resulting at any time from, arising out of or in consequence of the misconduct, negligent action or failure to act of the Contractor and/or any of those persons for whom the Contractor is responsible at law (including, without limitation, any of its employees or subcontractors).

The provisions of this Section are in addition to and shall not prejudice any other rights of the County at law or in equity. This Section shall survive the termination or expiry of this Agreement for any reason whatsoever.

11. CONFIDENTIAL INFORMATION AND OWNERSHIP OF COUNTY PROPERTY

All Work Product and all other information and data received and compiled by the Contractor, while performing the Services, shall be treated as confidential for the benefit of the County constitutes a part of County Property and shall not be disclosed or made known to any other person except as authorized by the County.

The Contractor acknowledges and agrees that the County is the sole legal and beneficial owner of any and all of the County Property.

This Section shall survive the termination or expiry of this Agreement.

12. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

The Contractor must protect personal information in its custody that is subject to this Agreement by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal and disaster.

The Contractor is responsible for ensuring that its employees, agents and subcontractors are aware of and understand the requirements of the *Freedom of Information and Protection of Privacy Act* ("FOIP") as it relates to the Agreement

before the employees, agents or subcontractors perform duties that involve personal information under the control of the County.

Notwithstanding the termination or expiry of this Agreement, the Contractor acknowledges that information and records compiled or created under this Agreement which are in the custody of the Contractor are subject to FOIP. If a request is received for any of these records, the Contractor shall forward the information and records, at the Contractor's expense, to the County within **FIVE (5)** calendar days of official notification by the County.

The County shall furnish to the Contractor such information in its possession reasonably required for the proper performance of the obligations of the Contractor, and shall, in every way provide such cooperation as is reasonable in order for the Contractor to be able to perform the Services.

The Contractor shall retain all information and records received or compiled by the Contractor in accordance with this Agreement for a period of SIX (6) months from the date of termination of this Agreement, after which the information and records will be transferred to the possession of the County, if requested by the County.

13. SET OFF RIGHT TO BENEFIT OF THE COUNTY

Where the County determines that the performance of the obligations of the Contractor is not in accordance with this Agreement, the County may require the Contractor by written notice to remedy such deficiency at the Contractor's sole expense and within such time as stipulated by the County.

If such deficiency is not remedied to the satisfaction of the County, the County shall have the right, but shall be under no obligation, to remedy the deficiency to the County's satisfaction at the sole expense of the Contractor.

The Contractor shall be liable for all costs incurred by the County to remedy such deficiency including, but not be limited to, all legal fees and disbursements on a solicitor and his own client full indemnity basis.

In addition to and without prejudice to all other rights of the County, howsoever arising, if the Contractor fails to make any payment to any third party for which the County is or, acting reasonably, determines that it will be liable or subject to action for, as the case may be, and the Contractor has not made the payment within ten (10) days of being requested to do so by the County, the County may pay such third party on behalf of the Contractor.

Any amount paid or incurred by the County under this Section shall constitute a debt due and owing to the County. The County may: 1) call upon the Security to an amount equal to the debt due and owing to the County; or 2) set-off such amount against any sum of money owed by the County to the Contractor, as such may exist

from time to time, until all amounts owing to the County have been completely set off, without further action or notice to the Contractor.

The exercise by the County of the rights set out in this Section shall not limit or prejudice any other rights of the County, howsoever arising and the County's rights set out in this Section shall survive the expiry or termination of this Agreement.

14. TERMINATION

This Agreement may be terminated at any time by the County by giving **two (2) days'** written notice to the Contractor, and the Contractor's right to consideration shall be limited to payment for the Services performed and not previously paid for. The Contractor specifically agrees that the notice and consideration set forth in this paragraph constitutes reasonable, fair and equitable notice and compensation for damages, if any, that may be suffered by the Contractor as a result of the termination of this Agreement.

If such notice is given, the Contractor shall perform the Services up to and including the effective date of termination specified in the notice and shall, upon request, provide the County with a written report on the Services rendered to the time of termination.

Except for any such report, the Contractor shall not perform any further Services subsequent to the effective date of termination.

15. DELIVERY OF COUNTY PROPERTY ON EXPIRY OR TERMINATION

On or before the effective date of the earlier of:

- (i) the expiry of this Agreement; or
- (ii) the termination of this Agreement

the Contractor shall unconditionally deliver County Property to the County.

16. FORCE MAJEURE

If the parties shall fail to meet their respective obligations hereunder within the respective time prescribed therefor and such failure shall be directly caused or materially contributed to by Force Majeure, such failure shall be deemed not to be a breach of the obligations of such party, provided however, in such event, such party shall use its best efforts to put itself in a position to carry out its obligations hereunder as soon as reasonably possible.

17. GENERAL

(a) Notices

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- (i) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid and addressed as specified in subsection (c) below; or
- (ii) by telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - (1) upon transmission with answer back confirmation if received within the normal working hours of the business day; or
 - (2) at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
- (iii) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received **THREE (3)** days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

Except as herein otherwise provided, notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or **THREE (3)** days after the same has been mailed in a prepaid envelope by single registered mail to:

(1) **STRATHCONA COUNTY**

Attention: **<POSITION>**

And:

(2) **<INSERT CONTRACTOR NAME & ADDRESS>**

Attention: **<POSITION>**

or to such other address as each party may from time to time direct in writing.

(b) Governing Law

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

(c) Time of Essence

Time shall be of the essence of this Agreement.

(d) Headings

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

(e) Relationship between Parties

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties hereto, it being understood and agreed that none

of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent service agreement between the two parties at arm's length.

(f) No Authority

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

(g) Agreement Entire Relationship

This Agreement constitutes the entire agreement between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.

(h) Further Assurances

Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

(i) Amendments

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

(j) Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

(k) Counterparts

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first above written.

(l) Statutory Reference

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

(m) Unenforceability

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

(n) Survival

2. The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

(o) Remedies Generally

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

(p) Payment of Monies

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft is tendered instead of cash.

(q) GST Exclusive

All amounts payable by the County to the Contractor hereunder will be exclusive of any goods and services tax ("GST") and the County will, in addition the amounts payable hereunder, pay to the Contractor all amounts of GST applicable thereon. The Contractor's GST number is **<EDITOR'S NOTE: INSERT GST #. >.**

(r) Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

(s) Binding Effect

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

(t) Assignment

Neither party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other party, which consent may be arbitrarily withheld by one or more of the parties.

(u) Requests for Consent

Each party shall provide any decision with regard to a request for consent in a timely manner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first written above.

<EDITOR’S NOTE: ENSURE THAT THE FINAL PAGE OF THE CONTRACT THAT HAS THE SIGNATURES CONTAINS SOME CONTENT OF THE CONTRACT ON THE SIGNATURE PAGE.

SIGNATURE BLOCK

#1 CORPORATE: USE THIS SIGNATURE BLOCK WHEN CONTRACTOR IS A CORPORATE ENTITY. IF THERE IS NO CORPORATE SEAL, ALSO COMPLETE AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY.>

STRATHCONA COUNTY

Per: _____

Per: _____

<INSERT FULL LEGAL NAME

OF CONTRACTOR>

Per: _____

Per: _____

SCHEDULE "A"

SERVICES

<EDITOR'S NOTE: COUNTY TO AMEND AS REQUIRED BEFORE SIGNING>

SCHEDULE "B"

FEES

<EDITOR'S NOTE: COUNTY TO AMEND AS REQUIRED BEFORE SIGNING>

**AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY**

CANADA)	I, <FULL NAME>
)	of the <CITY/TOWN> of <NAME> , in
PROVINCE OF _____)	the Province of _____,
)	MAKE OATH AND SAY THAT:
TO WIT:)	

1. That I am an officer or director of **<NAME OF CONTRACTOR>** named
in the within or annexed instrument.
2. That I am authorized by the corporation to execute the instrument
without affixing a corporate seal.

SWORN BEFORE ME at the
<CITY/TOWN> of **<NAME>**, this
<DATE> day of **<MONTH>**,
<YEAR>

A COMMISSIONER FOR
OATHS/NOTARY PUBLIC IN AND FOR
THE PROVINCE OF

)
)
)
)
)
)
)
)

AFFIDAVIT OF EXECUTION

CANADA) I, **<FULL NAME>**
) of the **<CITY/TOWN>** of **<NAME>**, in
 PROVINCE OF ALBERTA) the Province of Alberta,
) MAKE OATH AND SAY THAT:
 TO WIT:)

1. I was personally present and did see **<NAME>** named in the within (or annexed) instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. The same was executed at the **<CITY/TOWN>** of **<NAME>** in the Province of Alberta, and that I am the subscribing witness thereto.
3. I know the said **<NAME>** and he is, in my belief, of the full age of eighteen (18) years.

SWORN BEFORE ME at the
<CITY/TOWN> of **<NAME>**, this
<DATE> day of **<MONTH>**,
<YEAR>

A COMMISSIONER FOR OATHS IN
 AND FOR THE PROVINCE OF ALBERTA