



TOWN OF ROCKY MOUNTAIN HOUSE

Request for Proposal

Multiplex Concept Plan

July 27, 2026

**Proposal Closing Time:
September 18, 2026
14:00:00 Hours Rocky Mountain House Local Time**

1.0 INVITATION TO SUBMIT PROPOSAL

Your organization is hereby invited to submit a proposal for the provision of a Multiplex Concept Plan for the Town of Rocky Mountain House (the Municipality), as detailed in this Request for Proposal.

Request for Proposal: Multiplex Concept Plan

Description: Provision of a Multiplex Concept Plan and Class D cost estimates as outlined in this RFP.

Date Issued: July 27, 2026

Closing Date: September 18, 2026

Closing Time: 1400 hours (local time)

This Request for Proposal does not commit Town of Rocky Mountain House to award a contract or pay any costs incurred in the preparation of a proposal, or attendance at any meetings with municipal staff related to this proposal.

2.0 INSTRUCTION TO PROPONENTS

2.1 Inquiries

Refer all proposal inquiries to Wes Amendt, Director of Recreation & community Services by email at wamendt@trmh.ca . All written inquiries and the replies thereto will be copied to all proponents through the Alberta Purchasing Connection.

2.2 Proposal Return

Request for Proposal submissions shall be emailed in a PDF format to the address in section 2.1 or a hard copy sealed and enclosed in envelopes or containers marked **“Request for Proposal – Multiplex Concept Plan”** and addressed to:

Town of Rocky Mountain House
Box 1509
5116 – 50 Avenue
Rocky Mountain House AB T4T 1B2

Proposals must be received at the front reception desk of the Town of Rocky Mountain House by the closing time and date set forth or they will not be accepted. Proposals received late will not be considered and will be returned to the proponent unopened. Emailed proposals must be received at the Town’s email address prior to the closing time. Any proposals that are received via email after the closing time will be responded to by email advising of the late submission. The email with the proposal will be deleted.

2.3 Proposal Copies

The Proponent shall provide 3 copies of the proposal if the submission is by hard copy. Emailed submissions must be in a PDF format.

3.0 PROPOSAL SUBMISSION INSTRUCTIONS

Proposal Format

Proponent's submission must be prepared in the same order this RFP has been prepared to allow the Town to make direct comparisons between proponent's submissions.

3.1 Letter of Transmittal

A Letter of Transmittal or covering letter, dated and signed by an official authorized to negotiate, make commitments, and provide any clarifications with respect to the proposal on behalf of the proponent.

3.2 Executive Summary

An Executive Summary, touching on the pertinent points in the proposal you wish to highlight.

3.3 Corporate Profile

A brief corporate profile is to be included in the proposal which should cover the organization's history and experience in performing similar work.

3.4 Response to Requirements

Proponents are required to detail their organization's ability to satisfy, at minimum, all aspects of the requirements as outlined in the "Scope of Work". Proponents are also required to identify when they are available to perform the work and an anticipated completion date. A proposal will not be accepted if the project completion date is beyond May 1, 2027. Final presentations may be after this date. Proponents' submission must identify the **study cost and incidental costs** separately.

3.5 Project Team

Proponents must provide resumes for the staff who will be assigned to provide the services to the Town. Resumes must include, for each person:

- their designation or level of certification
- background and training,

- years of experience, and
- experience in similar studies

Proponent's bid must include any agencies or organizations to which work will be sub-contracted. If this is applicable, the same information that is required above will be required for the sub-contracting agency or organization.

3.6 References

The Proponent shall include references with their proposal package. References shall include the name of the municipality or organization, a contact person complete with title, phone number and e-mail address. The references must reflect municipalities or organizations for which similar services were or are being provided.

3.7 Insurance

The Proponent shall procure and maintain, at its own expense for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which claims may arise from, or in connection with, the performance of the work hereunder by the Proponent, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne fully by the Proponent.

Minimum Limits of Insurance. The Proponent shall maintain limits no less than:

- (a) Commercial General Liability: \$2,000,000.00 per occurrence for bodily injury, personal injury, property damage, and completed operations.
- (b) Automobile Liability: \$1,000,000.00 per accident for bodily injury and property damage covering all owned, hired, rented and non-owned vehicles.
- (c) Workers' Compensation: Workers' compensations limits in accordance with Province of Alberta statute. A Clearance Letter of good standing is required. If exempt from Workers' Compensation evidence of Employees Liability insurance with limits of \$1,000,000.00 per occurrence is required.
- (d) Professional Liability: \$2,000,000.00 per claim. Professional Liability insurance policy is required and the date of such policy must be on or before the date Proponent begins offering professional services.

The limits and coverage required are the minimum acceptable and is not intended to limit the liability of the Proponent or sub-contractor.

3.8 Certification

All proponents responding to the Request for Proposal are required to sign the certification under Section 6.

4. SCOPE OF WORK

It is the intent of this RFP to award a contract to a Consultant for a comprehensive overall Multiplex building and site concept plan. The plans are to provide Town Council and ratepayers with a clear vision of the concept, phasing plan and estimated costing.

The objectives of the Town is for a Multiplex Concept Plan with Class D costing for a phased implementation on the subject lands containing approximately 54 acres as shown in Schedule A. It is anticipated the plan will include the following subject to the public and Council consultation process required in this RFP.

Outdoor amenities:

- a) Rectangular sports fields (soccer); two in Phase 1 and two for future development;
- b) Baseball diamonds; two in phase 1 and two for future development;
- c) Beach Volleyball Courts; two in phase 1;
- d) Future hardcourt amenities (tennis, pickleball and basketball);
- e) Outdoor rink and skating areas;
- f) Exterior amenity areas such as picnic/gathering areas; and
- g) Parking, pedestrian and traffic flow plans that can be built in phases and to accommodate the entire planned area.

Indoor facility that includes:

- a) Fieldhouse that includes a walking track, multi-sport courts, turf field, indoor playground and climbing wall (phase 1);
- b) Civic Centre to accommodate Council Chambers and Town Administration (Phase 1);
- c) Aquatic centre that includes 6-lane 25m pool with spectator seating, leisure pool, lazy river, hot tub, water slide and sauna;
- d) Two indoor ice surfaces with spectator seating;
- e) Fitness centre;
- f) Concession/cafeteria;
- g) Customer service areas;
- h) Changerooms for each amenity;
- i) Library; and
- j) Performing Arts Centre

Long-Term Concept Plan and Cost Estimates

The Rocky Regional Recreation Centre currently serves as a major regional recreation hub, offering indoor recreation, wellness, and community programming. Growing community demand and long-term strategic objectives have identified the need to develop a long-term plan. Council's vision is to have facility that also incorporates a Town Hall, Library and a Performing Arts creating a major municipal hub.

It is envisioned this will be achieved in a phased approach and it is vital this is incorporated into the concept plan and clearly defined with Class D costs for each phase. The concept plan should ensure that this facility and other amenities could be scalable should there be possible future development.

At a minimum, the consultant will need to provide the following:

- a) Overall site plan that shows the outdoor amenities identifying the functionality with the multiplex facility. Include the site requirements including; parking, circulation, orientation, public access including barrier-free access, and storm water management. The phases for the site development need to be functional with the phases of the multiplex building.
- b) Analyze the local road network and incorporate any improvements in the concept plan. Alberta Transportation will need to be consulted due to the site being adjacent to a secondary highway.
- c) A review of the existing services (water, sewer, storm, power, gas and telecommunications) to determine what would be required in the development of the concept plan. Provide cost estimates of services requirements.
- d) Specific space requirements for the future building, including: the definition of the activities/use which will take place in each space. Identify the functional relationships of the spaces in consideration of the multi-use aspect of the design (recreation, governance and cultural amenities).
- e) In consideration of d) above, preliminary floor plans with identifiable phases for feasible construction in phases as determined throughout the engagement process.
- f) Building elevations that show a possible concept incorporating the Town's Architectural Guideline requirements.
- g) Provide a Class D estimate for the overall project and each phase based on the initial functional program and broad concept approach. The accuracy of this estimate is expected to be +/- 20 to 30% accurate. The consultant shall provide advice on design and pricing allowances for items not yet known, as well as risk allowances. This estimate should contain the following contingencies: design, pricing, bid, construction, escalation, and scope.
- h) Provide estimated operating costs of each phase (maintenance, power, gas, water, sewer).
- i) Explore and identify any synergies, benefits and possible joint opportunities with the other possible amenities with other local or regional partners. Identify any known grant programs that are applicable to the project.

The following will be provided to the Consultant to assist in the development of the Long-Term Concept Plan.

- a) Town Hall Feasibility Study 2022
- b) Recreation Master plan 2025
- c) LUB
- d) MDP

4.1 Other Services to Be Provided by the Consultant

The contract will require the Consultant to perform, at minimum, the following functions as part of the project in addition to the above.

4.1.1 Consultative Services

The Consultant must perform the following functions but are not limited to:

- a) Meet with Town Council at the beginning of the project.
- b) Meet with Town Council and administration at regular intervals as the project advances to seek input and direction. The proponent is to include an applicable schedule as part of the proposal.
- c) Provide public and user group input opportunities. The Town requires a significant public engagement process and needs to be part of any proposal. At a minimum this shall be:
 - i. an initial public engagement at the beginning of the project,
 - ii. a minimum of three user group meetings based on relation to usage of amenities (ice users, outdoor amenities etc.),
 - iii. an open house upon completion of the draft concept plan and costs;
 - iv. an open house upon Town Council's acceptance of the concept plan.

The proponent shall identify a public engagement plan in the proposal. The Town will promote the approved engagement process.

4.1.2 Final Concept Plan

The Final Concept Plan Report shall include in addition to the drawings, but may not be limited to:

- a) An executive summary, including a recommendation on the sequence of the phases.
- b) Summarize and identify any off-site improvements required such as roads and utilities and when the improvements are required in relation to the phases.
- c) A summary of the estimated costs and any exclusions and disclaimers.
- d) A summary of the public engagements.
- e) Submit three hard copies and a PDF digital copy of the Final Concept Plan.

4.1.3 Final Report Presentation.

The Consultant will be required to perform the following in addition to the design and drawings:

- Present the final Concept Plan with Class D cost estimate to Town Council.
- Conduct an open house meeting to present the final concept plan to the public.
- Identify any grant opportunities to assist with funding this project.
- Submit three hard copies and a PDF digital copy of the Final Report to the Town.

5.0 PROPOSAL EVALUATION

5.1 Evaluation Criteria

The successful proposal will be chosen based upon which one offers the Municipality the best combination of quality of performance and effectiveness at addressing the scope of work. The Town will judge the merits of the proposal received and be based on the following evaluation criteria.

- a) Technical competence.
- b) Experience of similar projects.
- c) Proven performance.
- d) Commitment to dedicate personnel for the duration of the contract.
- e) The presented time frame for the study and report.
- f) The cost of the study.
- g) Professional independence and integrity.
- h) The public engagement strategy.
- i) Conformance to the requirements of this RFP.

The Town reserves the right to reject any and all proposals and award a contract as is in the best interest of the Municipality.

5.2 Evaluation

The Town will evaluate all submissions. Proposals will be ranked according to the evaluation criteria, as outlined in the Request for Proposal. The Town will notify all firms in writing whether their proposal is acceptable or unacceptable. The Town may determine it necessary to require oral presentations/interviews. If presentations/interviews are conducted, they will also be scored based on the evaluation criteria.

5.3 Award of Contract

It is the intent of the Town to award one contract based on area of competence to a firm that demonstrated the best ability to fulfill the requirements of the Scope of Work defined in this Request for Proposals, and that is determined to be the most advantageous to the Municipality. The successful proponent will enter into a contract with the Town of Rocky Mountain House for the purposes of administering this project. The contract is attached to this RFP as Schedule B.

6.0 CERTIFICATION

CERTIFICATION (Failure to complete, sign and submit this certification with the proposal package will disqualify the submitted proposal)

We _____
(Legal Company Name)

Of _____
(Business Address)

(Telephone Number)

(Facsimile Number)

Having examined and read the quotation documents for **Request for Proposal – Multiplex Concept Plan** issued by the Town of Rocky Mountain House do hereby bid and agree to provide the services in accordance with the proposal/Request for Proposal documents, and do hereby agree to accept the terms and conditions set out in this Request for Proposal.

Executed this _____ day of _____, 2026

(Signature of authorized representative)

SEAL

(Name and status of authorized representative)

The personal information provided by you is being collected under the authority of the *Municipal Government Act* and will be used for the purposes under that Act. The personal information that you provide may be made public, subject to the provisions of the *Access to Information Act and Protection of Privacy Act*.

RFP SCHEDULE A



The Town of Rocky Mountain House makes no representation as to the completeness, timeliness or accuracy of the information contained on this website. The Town expressly disclaims liability for any and all damages and losses arising from or in any way related to the use of this website.



RFP SCHEDULE B

CONTRACT FOR CONSULTING SERVICES RELATED TO MULTIPLEX CONCEPT PLAN ("Contract")

Between

The Town of Rocky Mountain House
5116 – 50 Avenue
Rocky Mountain House Alberta, T4T 1B2
("Town")

and

of
("Contractor")

The Town and the Contractor (collectively, "Parties") hereby agree as follows:

Term

- 1.1 This Contract, which includes the attached Schedules A and B, will become effective on _____ and terminate on _____. In no event will this Contract become effective unless and until it is approved and executed by the Town's duly authorized representative.

Services

- 2.1 The Contractor shall perform the services ("Services") cumulatively described in

- (a) the Town's Request for Proposals (dated _____);and
- (b) the Contactor's Proposal (dated _____);

which documents are attached as Schedule A to this Contract. In the event of conflict between the documents as they prescribe any particular Service, the particular Service prescribed and detailed in the Town's Request for Proposal shall be performed.

- 2.2 The Contractor agrees to provide its own labour and materials. Unless otherwise provided for in this Contract, no material, labour or facilities will be furnished by the Town.
- 2.3 Unless otherwise required by the Town, the Contractor will perform Services in a professional manner and in accordance with standard industry practice.
- 2.4 The Contractor will perform Services in a timely manner and in accordance with the work schedule agreed to by the Parties.
- 2.5 The Contractor will confer with the Town from time to time as performance progresses. The Contractor will prepare and present status reports in accordance with the requirements of Schedules, and other information that may be pertinent and necessary, or as may be requested by the Town.

Representatives

- 3.1 Each Party shall have a contract representative. A Party may change its representative upon providing written notice to the other Party. The Parties' representatives are as follows:

Town's Contract Representative

Include contact information: phone number, fax number, e-mail & address

Contractor's Contract Representative

Include contact information: phone number, fax number, e-mail & address

Compensation

- 4.1 Details of compensation and the manner in which it shall be paid to the Contractor are set forth in the attached Schedule B.
- 4.2 The total amount payable under this Contract by the Town to the Contractor is not to exceed \$_____, (exclusive of GST).

- 4.3 The Contractor shall submit invoices to the Town upon completion of each Service milestone described in Schedule A. Subject to the other provisions of this Contract, the Town will pay such invoices within 30 days of receipt.
- 4.4 The Contractor will be paid only for services expressly authorized in this Contract.
- 4.5 The Contractor will not be entitled to payment for any services performed prior to the effective date of this Contract or after its termination, unless a provision of this Contract expressly provides otherwise.

Amendments

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any Services required under this Contract, the Contractor will make all necessary corrections without additional compensation.
- 5.2 In order to be effective, any renewal, amendment or modification of this Contract must be in writing, be signed by both Parties and be attached to this Contract. Services provided under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the Town and has become effective.

Indemnity

- 6.1 The Contractor will hold harmless, indemnify and defend the Town, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and solicitor's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the Town, its officers, officials, employees or agents.
- 6.2 With regard to any claim against the Town, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for

the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

- 6.3 The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

Insurance

- 7.1 **General.** The Contractor shall procure and maintain, at its own expense for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which claims may arise from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne fully by the Contractor.
- 7.2 **Minimum Limits of Insurance.** Contractor shall maintain limits no less than:
- (e) Commercial General Liability: \$2,000,000.00 per occurrence for bodily injury, personal injury, property damage, and completed operations.
 - (f) Automobile Liability: \$1,000,000.00 per accident for bodily injury and property damage covering all owned, hired, rented and non-owned vehicles.
 - (g) Workers' Compensation: Workers' compensations limits in accordance with Province of Alberta statute. A Clearance Letter of good standing is required. If exempt from Workers' Compensation evidence of Employees Liability insurance with limits of \$1,000,000.00 per occurrence is required.
 - (h) Professional Liability: \$2,000,000.00 per claim. Professional Liability insurance policy is required if Contractor or subcontractor provides design or design/build services to the Town. The date of such policy must be on or before the date the Consultant began offering professional services.

The limits and coverage required hereunder are the minimum acceptable by the Town and is not intended to limit the liability of the Contractor or sub-contractor.

7.3 Other Insurance Provisions. The policies required in this clause are to contain, or be endorsed to contain, the following provisions:

(a) for General Liability:

- i. The Town of Rocky Mountain House, its officials, employees, and agents, are to be named as an additional insured for liability arising out of activities performed by, or on behalf of, the Contractor. The policy shall include blanket contractual liability, occurrence and broad form property damage, advertising and personal injury liability.
- ii. The coverage shall contain no special limitation on the scope of protection afforded to the Town or its officials, employees, agents and subcontractors.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town.
- iv. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) For the required coverage:

- i. The Contractor's insurance coverage shall be primary insurance with respect to the Town. Any insurance or self-insurance maintained by the Town shall be excess of the Contractor's insurance and shall not contribute with it.
- ii. Each insurance policy, required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior notice has been given the Town.
- iii. With the exception of Automobile Insurance and Workers Compensation, a waiver of subrogation shall apply.

(c) The Certificate and Endorsements shall include the following:

- i. Project Name;
- ii. Project Number; and
- iii. Project Address.

7.4 **Acceptability of Insurance.** All insurance provided by the Contractor shall be through insurance carriers acceptable to the Town of Rocky Mountain House.

7.5 **Verifications of coverage.** The Contractor shall furnish the Town with certificates of insurance evidencing coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance are to be mailed to the following address:

Town of Rocky Mountain House
Address: 5116 - 50 Avenue
Rocky Mountain House, Alberta T4T 1B2
Attention: Wes Amendt, Director of Recreation & Community Services

The provision of the Services shall commence until insurance certificates and endorsements are received and accepted by the Town. Expired certificates will cause delay in payments.

7.6 **Subcontractors.** The Contractor shall ensure that all tiers of sub-contractors shall maintain insurance in like forms and amounts and shall obtain certificates that follow the requirements stated in this section 7.

Termination

8.1 In its sole discretion and for any reason, upon giving the Contractor 10-days written notice, the Town may terminate this Contract in whole or in part. In that event, the Town will pay the Contractor for all costs incurred by the Contractor in performing this Contract up to the termination date, subject to the other provisions of this Contract.

8.2 If the Contractor breaches any of its obligations under this Contract, and fails to cure the breach within 10 days of receiving written notice to do so from the Town, the Town may immediately terminate this Contract. In that event, the Town will pay the Contractor only for the costs of Services accepted by the Town, and without prejudice to any further right to which

it is legally or equitably entitled, the Town may arrange for a third party to complete the Services. The Contractor shall reimburse the Town for all costs and expenses incurred by the Town in having the Services completed. The Contractor shall reimburse the Town within thirty (30) days of being invoiced for the costs.

Assignment, Delegation and Subcontracting

- 9.1 The Contractor will perform the Services using only its bona fide employees or agents, and the obligations and duties of the Contractor will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the Town.
- 9.2 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract.

Independent Contractor

- 10.1 Services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant of the Town. The Contractor specifically has the right to direct and control the Contractor's own activities in providing the Services in accordance with the specifications set out in this Contract.
- 10.2 The Contractor acknowledges that the entire compensation for Services is set forth in the compensation provisions of this Contract and the Contractor is not entitled to any Town benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Town employees.
- 10.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of the Town.

Non-Discrimination

- 11.1 The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in performance of the Services on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

Ownership of Materials / Work Produced

- 12.1 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents that are specific to the Town and of a non-generic nature produced in the performance of the Services shall be considered the sole property of the Town. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.
- 12.2 An electronic copy of all word processing documents will be submitted to the Town upon request or at the end of the Contract and completion of the Services using the word processing program and version specified by the Town.

Patent / Copyright Infringement

- 13.1 The Contractor will hold harmless, indemnify and defend the Town, its officers, officials, employees and agents, from and against any claim, action, cause or demand brought against the Town, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the Town of any notice of such claim.

Dispute Resolution

- 14.1 In the event of a dispute arising between the Parties as to the proper interpretation or effect of any of the terms or conditions of this Contract, such dispute shall be resolved in accordance with the following procedure:
- (a) The Party requesting that the matter in dispute be resolved in accordance with the provisions of this section 14 (the "Disputing Party") shall notify the other Party (the "Defending Party") in writing of the details of the nature and extent of the dispute (the "Arbitration Notice").
 - (b) Within seven (7) days of the receipt of the Arbitration Notice, the Defending Party shall by written notice advise the Disputing

Party that it disputes all matters referred to in the Arbitration Notice except those for which the Defending Party admits responsibility and proposes to take remedial action.

- (c) The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice with respect to which the Defending Party has not admitted or proposes to take remedial action.
- (d) The Parties shall within ten (10) days after the date of receipt by the Disputing Party of the Defending Party's notice, appoint an arbitrator ("Arbitrator") who shall be acceptable to the Parties. If the Parties fail to appoint the Arbitrator, then either Party may, on written notice to the other, apply to the Alberta Arbitration and Mediation Society to name the Arbitrator.
- (e) Once the Arbitrator has been appointed, the Parties shall meet with the Arbitrator to determine the procedure to be followed for the Arbitration and the timing for the provision of the Arbitrator's decision.
- (f) Unless the Arbitrator orders otherwise, the Parties shall equally bear the costs of the arbitration.
- (g) The decision of the Arbitrator is final and binding on the Parties and there shall be no appeal of the decision to the courts.
- (h) Except as modified by this Contract, the provisions of the *Arbitration Act* R.S.A. 2000 Ch. M-43, as amended, shall apply.

Confidentiality

- 15.1 The Contractor acknowledges that the Town is bound by the *Access to Information Act* and the *Protection of Privacy Act* as well as other applicable information and privacy legislation, and as such, is required to collect, use and disclose information only in accordance with that legislation. The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information, including proprietary and third party information, provided by the Town or acquired by the Contractor in performance of the Services, except upon the prior express written consent of the Town or an order rendered by the Office of the Information and Privacy Commissioner of Alberta. The Contractor will promptly give the Town written notice of any request from any party that seeks disclosure of such information.

Choice of Law, Jurisdiction and Venue

- 16.1 This Contract will be construed as having been made and delivered within the Province of Alberta and it is agreed by each Party that this Contract will be governed by the laws of the Province of Alberta, both as to its interpretation and performance.

Miscellaneous

- 17.1 **No Waiver.** The Parties agree that the excuse or forgiveness of performance, or waiver of any provisions of this Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving Party to enforce any provision at a later time.
- 17.2 **Tax Payments.** The Contractor will pay all applicable federal, provincial and local taxes, fees (including licensing fees) and other amounts.
- 17.3 **Personnel Removal.** The Contractor agrees to remove immediately any of its subcontractors, employees, agents or representatives from assignment to perform the Services upon receipt of a written request to do so from the Town's representative or designate.
- 17.4 **Legal Compliance.** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, Provincial and local laws, rules and regulations in their performance of the Services.
- 17.5 **Records Inspection and Retention.** The Town may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Services. The Contractor will retain for audit purposes all Contract-related records for at least three years after termination of this Contract.
- 17.6 **Successors and Assigns.** This Contract shall be binding upon and enure to the benefit of the successors in interest and permitted assigns of the Parties.
- 17.7 **Interpretation.** In reading and interpreting this Contract:
- (a) the masculine gender shall include the feminine or a body corporate where in this Contract the context or the Parties require;

- (b) the word "shall" is to be read and interpreted as mandatory and the word "may" is to be read and interpreted as permissive; and
- (c) the plural shall include the singular number where the context or the Parties so require.

17.8 **Severability.** If a court of competent jurisdiction holds any provision of this Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the Parties' rights and obligations will be construed and enforced as if this Contract did not contain the particular provision held to be invalid. If any provision conflicts with any statutory provision of the Province of Alberta, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

17.9 **Entire Agreement.** The Parties acknowledge that this Contract is the complete expression of their agreement regarding the subject matter of this Contract. Any oral or written representations or understandings not incorporated hereunder are specifically excluded.

17.10 **Notices.** Any notices will be effective if personally served upon the other Party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in this Contract representative's provision of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

By the hands of their duly authorized signatories, the Parties respectively execute this Contract on the dates indicated below:

CONTRACTOR

TOWN OF ROCKY MOUNTAIN HOUSE

Per: _____

Per: _____

Printed Name

Printed Name

Date

Date

Schedule A: Services

(as set out in the Town's RFP and the Contractor's Proposal)

Schedule B: Compensation

Payment should be timed around the delivery of specific deliverables/components of the project.