



Request for Proposals for Demolition of Existing and Construction of New 40'L x 40'W x 18'H Storage Shop

1.0 REQUEST FOR PROPOSAL

The Town of Rocky Mountain House is interested in retaining a consultant (individual or company) to demolish the existing structure and construct a 40' x 40' x 18' h Shop

PROJECT: Cap- Quonset Replacement

DESCRIPTION: Work with Town Administration to replace the Quonset building, as further detailed in Appendix "B," Scope of Services.

DATE ISSUED: April 30, 2026

CLOSING DATE: May 19, 2026

CLOSING TIME: 1400 HOURS (LOCAL TIME)

While the Town of Rocky Mountain House (the "Town") anticipates awarding a contract to an experienced consultant to replace the Quonset (the "Services") nothing in this Request for Proposal ("RFP") binds the Town to accept any proposal. The Town will not pay any costs incurred in the preparation of submissions responding to this RFP.

The Town reserves the right to withdraw, at its discretion and at any time, this RFP.

The Town reserves the right to alter or amend this RFP prior to the Closing Date. If in the sole opinion of the Town an amendment to this RFP merits an extension of the Closing Date the Town may extend the Closing Date.

Only written amendments to this RFP shall be effective.

Amendments to this RFP will be made available in the same manner and by the same method used for the distribution of this RFP.

2.0 INSTRUCTION TO PROPONENTS

2.1 Inquiries

If a Proponent determines that this RFP is ambiguous or contains an error or contradiction the Proponent may submit a request for clarification to the Town.

The Town will only respond to requests for clarification submitted by facsimile or email. Telephone inquiries for clarification shall not be accepted.

All inquiries for clarification of this RFP shall be addressed to the Project Manager, Sean LaFrance by e-mail at slafrance@rockymtnhouse.com .

Copies of all written inquiries and the response of the Town will be copied to all known Proponents. Answers to any and all written inquiries will be made available in the same manner and by the same method used for the distribution of this RFP.

2.3 Address for Submissions

E-mail submission must be in a PDF format and received with a time stamp prior to closing. Submissions are to be made to slafrance@trmh.ca. The proponent is responsible for all formatting and readability issues.

2.4 Proposal Submissions

Completed copies of the proposal must be submitted to the Town.

2.5 Time for Submissions

Proposals must be received at the front reception desk at the Town Office at the address noted above at or before Closing Time. Submissions received after the Closing Time will not be considered and will be returned to the sender unopened.

2.6 Completeness of Information

Each Proponent is responsible for verifying that the documents that they have and that they will be using to prepare their Proposal are complete. Proponents may wish to check the page numbering of the pages in their material to ensure that they have all pages.

Each Proponent is responsible for verifying if the Proponent has received copies of any inquiries for clarification and responses to such inquiries and amendments to this RFP.

3.0 PROPOSAL SUBMISSION INSTRUCTIONS

Proposal Structure/Contents

Each Proposal must be structured in the following separately titled sections, presented in the order of the listing below.

- I. Proposal Submission Form (in the form attached as Appendix "A")
- II. Executive Summary
- III. Proposal Details
- IV. Costing for Services
- V. References
- VI. Corporate Disclosure

The Proposal shall detail how the Proponent will be able to complete the Project and meet identified performance or competency requirements.

Proposal Submission Form

A completed Proposal Submission Form (see Appendix "A") must accompany each Proposal. The Proposal Submission Form must be signed by an individual authorized by the Proponent to:

- submit the Proposal to the Town,
- provide clarification of the Proposal to the Town if required, and
- negotiate and make commitments on behalf of the Proponent.

Proposals received without a fully complete and signed Proposal Submission Form will not be evaluated.

Executive Summary

The Executive Summary should provide an overview of the Proposal.

Proposal Details

In this section of the Proposal, the Proponent should detail how the Proponent will undertake the provision of the Services and fulfill the needs of the Town with respect to the Project including a detailed timeline as to the delivery of the Services and the completion of the Project. The Proposal should clearly indicate how the Proponent will ensure the timely provision of the Services and successful completion of the Project. Risks to the successful delivery of the Services should be identified along with the Proponent's plan for managing those risks.

If any aspect of the Services is to be subcontracted to another individual or firm that must be identified.

Costing for Services

The Proposal shall provide the total project cost along with a detailed listing of the services provided for that price.

Prices shall be given in Canadian Dollars.

Unit price form to be filled out

Pricing must be exclusive of Goods and Services Taxes.

Unless otherwise indicated, hourly rates shall be identified for each of the Project Team members and charges for travel, accommodation and other disbursements shall be itemized.

References

The Proposal shall include a minimum of three references, preferably from municipalities for whom the Proponent has provided the same or substantially similar services as those being sought by the Town. References shall include at least the following information:

- Reference's name

- Reference's address
- Reference's telephone number
- Name, title, telephone number and e-mail address of a person who can be contacted at the Reference for further specifics and follow-up.

The Town reserves the right to contact the References at any time without prior notification to the Proponent.

The Town reserves the right to consider any experience the Town may have previously had with the Proponent. The Evaluation Committee shall have the right to contact Town personnel, not on the Evaluation Committee, for reference information.

Corporate Disclosure

As part of the Proposal the Proponent shall:

- confirm the Proponent's standing with the Workers' Compensation Board of Alberta;
- confirm the type and amount of insurance maintained by the Proponent; and
- disclose any actual or potential conflicts of interest.

4.0 SCOPE OF SERVICES AND EVALUATION

The scope of Services required by the Town is detailed in Appendix "B." Proposals that do not meet the mandatory requirements will not be considered.

Proposals will be opened in private immediately following the Closing Time. Final results will not be released until a contract has been awarded.

Proposals will be evaluated according to the following Evaluation Criteria:

- Experience in the successful completion of similar projects within Alberta
- Timeline to complete the project
- Suitability of the proposed structure
- Expected lifespan of the proposed structure
- Cost

The Town reserves the right to reject any and all proposals and may not accept the lowest or any proposal. The Town's goal is to select the best-value proposal by evaluating both the suitability of the proposed finished product and its costs.

5.0 PRICING

Prices must be firm and unchangeable after the Closing Time on the Closing Date.

Pricing must be guaranteed and open for acceptance for a period of at least ninety (90) days following the Closing Date.

6.0 ACCEPTANCE OF PROPOSAL

The Town shall communicate acceptance of a Proposal by written notice to the Successful Proponent at the address set out in the Proposal. Such acceptance shall bind the Successful Proponent to execute and deliver the contract documents and furnish any documents required by the contract documents.

The Town will not notify unsuccessful Proponents.

7.0 CONTRACT

The form of contract to be executed by the successful Proponent is attached to this RFP.

In submitting a Proposal the Proponents agree to comply with the terms and conditions of the attached contract including dates specified in the contract for commencement and completion of the Project and terms of payment.

8.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

Proponents, in submitting a Proposal, acknowledge that:

- the Freedom of Information and Protection of Privacy Act of Alberta (“FOIP”) applies to all information and records relating to, or obtained, generated, created, collected or provided under, this RFP or the Contract which are in the custody or control of the Town;
- FOIP imposes an obligation on the Town, and through participation in this RFP on the Proponent to protect the privacy of individuals to whom information relates. Proponents shall protect the confidentiality and privacy of any individual’s Personal Information (as defined in FOIP) accessible to the Proponent or collected by the Proponent pursuant to this RFP, or the Contract; and
- For the records and information obtained or possessed by the Proponents in connection with or pursuant to this RFP or the Contract, and which are in the custody or control of the Town, the Proponent must conduct itself to a standard consistent with FOIP requirements when providing the Services or carrying out the duties or other obligations of the Proponent under this RFP or the Contract.

The purpose of collecting personal information for this RFP is to enable the Town to ensure the accuracy and reliability of the information, to permit evaluation of the Proposal. Proponents, by submitting a Proposal, consent, and are representing that they have obtained the written consent from any individuals identified in the Proposal, to the use of their Personal Information in the Proposal by the Proponent, the Proponent’s employees, subcontractors and agents, to enable the Town to evaluate the Proposal, to verify professional standing and to conduct reference checks, if needed, and for other program purposes of the Town. This consent specifies to whom the Personal Information may be disclosed and how the information may be used. The Proponent shall provide such consents to the Town for confirmation and review upon the Town’s request. The Proponent may contact the Project

Manager identified in this RFP regarding any questions about the collection of information pursuant to the RFP.

9.0 CONFIDENTIALITY AND SECURITY OF INFORMATION

The Proponent, its subcontractors and agents shall:

- keep strictly confidential all information concerning the Town or third parties, or any of the business or activities of the Town or third parties acquired as a result of participation in this RFP; and only use, copy or disclose such information as necessary for the purpose of submitting a Proposal or upon written authorization of the Town; and
- shall maintain security standards, including control of access to data and other information, consistent with the highest standards of business practice in the industry.

10.0 GENERAL INFORMATION

Unless explicitly stated otherwise, submission of a Proposal indicates acceptance by the Contractor of the terms and conditions contained in the Request for Proposal.

All Proposals submitted to the Town become the property of the Town in their entirety. Proposals and the information contained within will be held in confidence as much as reasonably possible and subject to the disclosure provisions contained in FOIP.

Discrepancies between words and figures in a submitted Proposal will be resolved in favour of the words.

Errors in calculations within a submitted Proposal may result in the Proposal being disqualified for uncertainty.

APPENDIX "A"
TOWN OF ROCKY MOUNTAIN HOUSE
PROPOSAL SUBMISSION FORM

The undersigned agrees that:

- i. they have reviewed and are familiar with the relevant Request for Proposal documentation and all associated documents;
- ii. they are familiar with the various terms and conditions of the proposal process and that the attached proposal submission is fully compliant with the requirements stated in the Request for the Proposal documentation;
- iii. they are fully conversant with the requirements and any other conditions, which may affect the execution of the contract; and
- iv. they have the authority to commit his/her/their firm into this agreement with the Town of Rocky Mountain House.

RFP # / TITLE: _____

DATE: _____

FIRM NAME: _____

MAILING ADDRESS: _____

PHONE / FAX NUMBERS: _____

NAME OF AUTHORIZED SIGNEE: _____

SIGNATURE: _____

Provide the information for an alternate contact person in the event that the above person is not available:

NAME: _____

POSITION: _____

LOCATION: _____

PHONE NUMBER: _____

CELL NUMBER: _____

EMAIL ADDRESS: _____

APPENDIX “B”

Scope of Services

The project consists of the removal of the existing building and concrete foundation and replacing it with a new building and foundation

The building is located at 4607 48 Street, the Engineering and Operations Yard. The Contractor will be responsible for all aspects of the work including, but not limited to:

- The Contractor is expected to act as the Prime Contractor for the Job
- All Alberta One Calls and Permits
- All building permits, including the required documentation.
(The Town has applied for the Development Permit in advance).
- Engineer stamped drawing and approvals as required for building permits and inspections
- Coordination with shallow utilities; Atco gas and Fortis
- Adhere to Alberta Building Code
- Excavation and disposal of materials at a certified location
- Site grading, gravel and concrete foundation
- Supply and construct a 40’L x 40’W x 18’H Storage Shop with new materials
- Will include 1 - 14’ x 16’ door with one panel of clear for light
- 1 walk in 36’ steel door with window
- COR and safety documentation

Warranty

- All work will have a two-year warranty period.

Bonding

- Provide a Performance Bond, certified cheque or Letter of Credit in the name of the Town for 50% of the contract price to ensure the faithful performance of the Contract.
- Provide a Labor and Material Payment Bond, certified cheque or Letter of Credit in the name of the Town for 50% of the contract price to assume faithful payment of monies to parties in contract with the Contract.
- It is considered that the cost of the Bond, Certified Cheque, or Letter of Credit is included in the Quotation Price.

Safety

- Provide a clearance letter from the Workers Compensation Board indicating the business is in good standing.
- One of the following:

- A current copy of an issued COR or SECOR endorsed by the Government of Alberta, or an equivalent certificate or designation under an equivalent program in a jurisdiction other than Alberta;
- A temporary Letter of Certification endorsed by the Government of Alberta, or an equivalent certificate or designation under an equivalent program in a jurisdiction other than Alberta; or
- A detailed safety program may be submitted as an alternative to the above, however this will be a discretionary alternative as The Town reserves the right to accept or deny this submission.

Schedule of Prices

Schedule A. Site Prep

Demolition and disposal of existing building and foundation

Termination of utilities (Power and Gas)

Site grading, gravel and new foundation

Building package cost

Construction of the building and reconnection of utilities

Building to be stick-built with a metal exterior matching other buildings

CONTRACT FOR SERVICES ("Contract")

Between

The Town of Rocky Mountain House
Box 1509
5116 50th 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 provide Asphalt Trail services, and in particular, shall perform the services ("Services") cumulatively described in

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

which documents are attached as Schedule A to this Contract. In the event of a 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 defence 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 and Bonding

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.** The contractor 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 per claim. Professional Liability insurance policy is required if Contractor or sub-contractor provides design or design/build services to the Town. The date of such policy must be on or before the date 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 their 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: Box 1509, 5116 50 Avenue
Rocky Mountain House, Alberta T4T 1B2
Attention: <INSERT NAME OF CONTRACT REPRESENTATIVE>

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

7.6 **Performance and Labour and Material Payment Bonds**

- (a) The Contractor shall furnish at its own expense a Performance Bond and Labour and Materials Payment Bond. For the purposes of this Schedule, both of these bonds shall be referred to as the "Bonds".
- (b) The Performance Bond shall guarantee the faithful performance of the Contract, and in default thereof, shall protect the Owner against any losses or damage arising by reason of failure of the Contractor to faithfully perform the Contract.
- (c) The bonds shall be issued by a Surety Company licensed in the Province of Alberta, satisfactory to the Owner and each in the amount of 50% of the Contract Price.
- (d) The Performance Bond shall remain in force as a maintenance bond for the Maintenance Period as defined in the Contract.
- (e) The form of the bonds shall be in accordance with the latest edition of CCDC 221 and CCDC 222.

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.

Warranty and Bonding

- 13.1 The contractor will provide a Performance Bond to guarantee the faithful performance of the contract, and in default thereof, shall protect the Owner against losses or damages arising because of failure of the contractor to faithfully perform the contract.
- 13.2 The Performance Bond shall remain in force as a maintenance bond for the maintenance period of 2 years.

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 *Freedom of Information and 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

Same as above