



Request for Proposal
Offsite Levy Bylaw Update

Issued Date: August 31, 2022

Closing Date: October 7, 2022, 1400 Hours (MST)

Submission Information:

Town of Westlock

Attn: Krystle Fedoretz

Director of Development Services

10003 106 Street

Westlock, AB T7P 2K3

Telephone: 780-349-4444

1. Request for Proposal

- 1.1. The Town of Westlock is interested in retaining a consultant (individual or company) to research, advise, draft, and complete an update to the Town’s Offsite Levy Bylaw:

PROJECT: Offsite Levy Bylaw Update

DESCRIPTION: Work with Administration to complete an update to the Town’s Offsite Levy Bylaw, ensuring the updated Bylaw meets the needs of the Town and the requirements of the Municipal Government Act, as amended, as further detailed in Section 4.0, Scope of Services.

DATE ISSUED: August 31, 2022

CLOSING DATE: October 7, 2022

CLOSING TIME: 1400 HOURS (LOCAL TIME)

- 1.2. While the Town of Westlock (the “Town”) anticipates awarding a contract to an experienced consultant to update the Offsite Levy Bylaw (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.
- 1.3. The Town reserves the right to withdraw, at its discretion and at any time, this RFP.
- 1.4. 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.
- 1.5. Only written amendments to this RFP shall be effective.
- 1.6. 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. Scope of Services

2.1. Background

The Town of Westlock is a municipality of 4,921 people in northern Alberta. A comfortable travelling distance from Alberta’s Capital city, Edmonton, the Town of Westlock offers quick and easy access to major markets and transportation routes. Our region offers a diverse economy, urban amenities and a small-town lifestyle.

The Town’s current Offsite Levy Bylaw (Bylaw 2017-02) was adopted in February 2017. Since its adoption, the bylaw and the rates within have not been reviewed. The Town requires the assistance of a qualified Consultant to evaluate the current and future infrastructure requirements to support growth and prepare an update to the current Off-Site Levy Bylaw and the rates within.

2.2. Project Scope

The Scope of Services will include the following:

- Review all relevant documents and reports;
- Identify capital projects that are required to support growth;
- Assign a benefit of the identified projects to the development areas;
- Review and revise the methodology for the collection of Off-Site Levies;
- Review and revise the rates of Off-Site Levies;
- Prepare revised Off-Site Levy Bylaw for consideration of Administration and Council;
- Present revised Off-Site Levy Bylaw to Council; and
- Coordinate public notification as required by the Municipal Government Act.

2.3. Relevant Documents and Reports

The relevant documents and reports are:

- Bylaw 2017-02, Off-Site Levy Bylaw
- Water Distribution Master Plan, March 2022
- Transportation Master Plan, December 2019
- Stormwater Master Plan, January 2018
- Wastewater Master Plan, January 2020
- Infrastructure Assessment and 10-Year Capital Plan, March 2020
- Greenfield Estates and Westgate Business Park Combined Area Structure Plan, 2017
- Bylaw 2015-03, Municipal Development Plan, May 2015
- Bylaw 2019-12, Intermunicipal Development Plan, December 2019

The above noted documents and reports are available to view at: [Town of Westlock - Request for Proposal - Offsite Levy Bylaw Update](#).

2.4. Project Timing

The consultant must provide a schedule and work plan that can be realistically accomplished. The Town of Westlock has a target date of completion of the project of **March 31, 2023**.

3. Instruction to Proponents

3.1. 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.

Request for Proposal – Offsite Levy Update

All inquiries for clarification of this RFP shall be addressed to the Project Manager, Krystle Fedoretz by phone 780-349-4444 or by e-mail to kfedoretz@westlock.ca.

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.

3.2. Address for Submissions

Submissions must be sealed in envelopes or containers marked “**Request for Proposal – Offsite Levy Bylaw Update**” addressed to:

Attn: Krystle Fedoretz, Director of Development Services
Town of Westlock
10003 106 Street
Westlock, Alberta T7P 2K3

Proposals shall be delivered by hand, regular mail, or courier. Proposals submitted by facsimile or email will not be accepted.

3.3. Proposal Submissions

One (1) hardcopy and one (1) digital (USB) PDF copy of the proposal must be submitted to the Town.

3.4. Time for Submissions

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

3.5. 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.

4. Proposal Submission Instructions

4.1. Proposal Structure/Contents

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

- a) Proposal Submission Form (in the form attached as Appendix “A”)
- b) Executive Summary

Request for Proposal – Offsite Levy Update

- c) Corporate Profile
- d) Proposal Details
- e) Project Team
- f) Qualifications of Project Team and Proponent
- g) Availability of Staff and Resources
- h) Costing for Services
- i) References
- j) Corporate Disclosure

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

4.2. 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.

4.3. Executive Summary

The Executive Summary should provide an overview of the Proposal.

4.4. Corporate Profile

In this section of the Proposal the Proponent should set out a brief corporate profile that covers the firm:

- History;
- Philosophy;
- Office Location;
- Experience performing work in Alberta;
- Experience performing work for municipalities;
- Prior experience, if any, with the Town;
- Professional affiliations and memberships in professional organizations; and
- Any unique or significant factors about the Proponent that make the Proponent particularly well suited to provide the Services to the Town.

4.5. **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 insure timely provision of the Services and successful completion of the Project. Risks to 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.

4.6. **Project Team**

This section of the Proposal must set out the names and qualifications of the individuals and companies that will make up the team providing the Services to the Town ("the Project Team") if the Proposal is accepted. The information provided should include:

- Identification of which individuals will undertake the various roles on the Project Team;
- Identification of who shall be the main representative from the Project Team to interface with the Town in all matters related to the Project;
- Limitations, if any, on the availability of proposed Project Team members;
- Previous experience of the individuals in working as a Project Team; and
- Contingency arrangements to manage the completion of the Project if Project Team members are not available.

4.7. **Qualifications of Project Team and Proponent**

Detailed information should be provided on each Project Team member. This information should include a resume that indicates:

- Background and training of the proposed Project Team members;
- Professional designations or certifications;
- Years of related experience for each Project Team member and the Project Team as an entity;
- Experience of the Project Team members working in northern Alberta;
- Experience of the Project Team members working for municipalities, and
- Experience of the Project Team members in providing Services of the nature and kind being sought by the Town.

This same information must be provided about proposed subcontractors.

4.8. **Availability of Staff and Resources**

It is very important to the Town that the Project be completed on time and on budget. Working in Alberta can create unique challenges for many projects. This section of the Proposal should detail

how the Proponent plans to address challenges of staff and resource availability that are often a reality for projects in Alberta.

4.9. **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.

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.

4.10. **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.

4.11. **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.

5. Evaluation

- 5.1. Proposals will be opened in private immediately following the Closing Time. Final results will not be released until a contract has been awarded.
- 5.2. Proposals will be evaluated according to the following Evaluation Criteria:

Criteria	Weighting
Project Team (Experience and Qualifications)	25%
Understanding of Scope and Methodology	20%
Representative Work/References	20%
Project Cost and Timing	35%
Total	100%

- 5.3. Qualified Proponents may be asked to make a formal in-person presentation to the Evaluation Committee prior to acceptance of any Proposal.
- 5.4. The Town reserves the right to reject any and all proposals and may not accept the lowest or any proposal. Proposals that do not meet the mandatory requirements will not be considered.

6. Pricing

- 6.1. Prices must be firm and unchangeable after the Closing Time on the Closing Date.
- 6.2. Pricing must be guaranteed and open for acceptance for a period of at least ninety (90) days following the Closing Date.

7. Acceptance of Proposal

- 7.1. 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.
- 7.2. The Town will not notify unsuccessful Proponents.

8. Contract

- 8.1. The contract to be executed by the successful Proponent shall be in the form included in Schedule “B” of the RFP.
- 8.2. 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.

9. Freedom of Information and Protection of Privacy

9.1. Proponents, in submitting a Proposal, acknowledge that:

- a) 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;
- b) 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
- c) 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.

9.2. The purpose for 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.

10. Confidentiality and Security of Information

10.1. The Proponent, its subcontractors and agents shall:

- a) 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
- b) shall maintain security standards, including control of access to data and other information, consistent with the highest standards of business practice in the industry.

11. General Information

- 11.1. Unless explicitly stated otherwise, submission of a Proposal indicates acceptance by the Contractor of the terms and conditions contained in the Request for Proposal.
- 11.2. 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.
- 11.3. Discrepancies between words and figures in a submitted Proposal will be resolved in favor of the words.
- 11.4. Errors in calculations within a submitted Proposal may result in the Proposal being disqualified for uncertainty.

APPENDIX "A"
TOWN OF WESTLOCK
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 Westlock.

RFP # / TITLE: _____

DATE: _____

FIRM NAME: _____

MAILING ADDRESS: _____

PHONE / FAX NUMBERS: _____

NAME OF AUTHORIZED SIGNEE: _____

SIGNATURE: _____

In the event that it is necessary for the Town of Westlock to contact your firm for clarifications or further information regarding your proposal submission, please provide the full contact information for that person:

NAME: _____

POSITION: _____

LOCATION: _____

PHONE NUMBER: _____

CELL NUMBER: _____

EMAIL ADDRESS: _____

Request for Proposal – Offsite Levy Update

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”

CONTRACT FOR CONSULTING SERVICES RELATED TO THE DRAFTING OF A MUNICIPAL DEVELOPMENT PLAN AND A LAND USE BYLAW (“Contract”)

Between

The Town of Westlock
10003 - 106 Street
Westlock Alberta, T7P 2K3
 (“Town”)

and

(“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 land use planning services, and in particular, shall perform the services (“Services”) cumulatively described in

- (a) the Town’s Request for Proposals dated August 31, 2022 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 labor 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

Krystle Fedoretz
Director of Development Services
10003-106 Street
Westlock, AB T7P 2K3

Phone: 780 350-2111
Fax: 780 349-4436
Email: kfedoretz@westlock.ca

Contractor's Contract Representative

Phone:
Fax:
Email:

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 on a monthly basis. 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:

- (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 Westlock, 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 Westlock.

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 Westlock
Address: 10003 - 106 Street
Westlock, Alberta T7P 2K3
Attention: Krystle Fedoretz

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 *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 WESTLOCK

Per: _____

Per: _____

Printed Name

Printed Name

Date

Date