

1.) Background and Scope

The Town of Peace River multiplex facility, known as the Baytex Energy Centre currently has an open hallway between the changerooms and the field house. The Town would like to install a storefront style glass wall to provide a level of control and management between the two spaces. Ideally, the system would match the existing storefront of the field house entrance.

We're looking for an experienced firm to measure, plan and install the new wall system, allowing for lockable doors at key access points.

- Baytex Energy Centre Location address: 9810 73 Ave, Peace River, Alberta.
- Approximate measurement of the length of the proposed wall is 157 feet.

It is expected that the bidders will review the site for exact measurements prior to the submission of a proposal.

The Town is requesting that Bidders provide pricing for the supply and installation of interior aluminum framing and tempered windows, including a pair of doors.

The Successful Bidder will:

- Enter into an agreement with the Town using the supplied Template
- Act as and assume the role of Prime Contractor for the purposes of the Work
- Prepare a plan necessary for the completion of the Work.
- Review their work plan with the Town of Peace River and provide a schedule that may be communicated or coordinated with the Manager of Recreation and Parks.
- Comply with all relevant Town of Peace River bylaws including the business licensing bylaw.
 - The successful Bidder will be required to obtain a Town of Peace River Business License if they are not already in possession of one
- Supply and install all materials agreed to in the Contract Documents.

2.) Reference Documents

- a. Appendix A: Bid Form
- b. Appendix B: Field house map/drawings
- c. Appendix C: Town's standard agreement template

3.) Process

The selection process involves the following:

- a. Solicitation of Proposals (Bids) through the Alberta Purchasing Connection.
- b. Review and evaluation of the submitted Bids by the Town.
- c. Selection of the highest-ranking Bidder based on the bid evaluation to negotiate and enter a contract.
- d. Negotiation with the second highest ranking bidder if the first negotiation fails.

4.) Primary Contact Information

Brian Wollis,
Manager of Recreation & Parks
780-624-3204
bwollis@peaceriver.ca

5.) Project Details

Supply and Installation of the following:

- a. Kawneer 450 interior storefront framing in clear anodized finish at 8 feet high to fill 9 openings between existing concrete pillars.
- b. One frame to have a pair of Kawneer 500 series doors to match existing ones on site. Including key lock (keyed to master), panic bars, and standard features.
- c. Glazing is 6 mm clear laminated glass at lower openings and 6 mm clear tempered glass at the upper two openings.
- d. Appendix A provides concept drawings for general reference.

6.) Project Timeline

| Activity | Date | Time (Alberta Time) |
|---|-----------------------------|---------------------|
| Issuance of Request for Proposal | April 23, 2026 | |
| Deadline for Questions / Clarifications | May 1, 2026 | 15:00 |
| Request for Proposal Closing | May 14 th , 2026 | 14:00 |
| Selection and Negotiation | June 1, 2026 | |
| Construction Completion | TBD - | |

*Subject to change with negotiations

7.) Mandatory Corporate Requirements

Bidders should maintain and submit proof of the following:

- a. Insurance, including errors and omissions and commercial general liability, each with not less than \$5,000,000 (five million dollars) per occurrence,
- b. Firms have been operating for at least 5 years
- c. At least 2 similar projects in terms of scope and size in Alberta within the last 5 years.
- d. Certificate of Recognition (COR, SECOR, ...etc.) which is relevant to their industry,
- e. Current WCB Clearance Letter

8.) Submission Format

The completed proposal (Bid) should be submitted electronically to tenders@peaceriver.ca as a .pdf with the following format:

- Cover letter
 - Highlighting brief history of your company
 - Introduce the primary contact/team lead
 - Discuss experience and why best qualified to perform work
- Bid Form w/ Attachments
 - Proof of Insurance
 - COR Certificate or equivalent
 - WCB Clearance Letter

9.) Bid and Interview Evaluation Criteria

Evaluation of Bids will be based on the following criteria:

| Qualification Factors | Score | Weight |
|-----------------------|-------|--------|
| References | 0-5 | 30% |
| Schedule | 0-5 | 20% |
| Cost of Services | 0-5 | 50% |

The points assigned each item will be based on the information provided in the proponent's submission. Scoring will be awarded on a scale of 0-5 where the range is defined as follows:

| Score | Requirement |
|-------|---|
| 0 | Lack of response or lack of understanding of requirements, no or very low probability of success. |
| 1 | Does not meet expectations or demonstrate clear understanding of success. Low probability of success. |
| 2 | Someone meets expectations, minor weaknesses or deficiencies, some probability of success. |
| 3 | Somewhat meets expectations, minor weaknesses or deficiencies, fair probability of success. |
| 4 | Somewhat exceeds expectations, high probability of success. |
| 5 | Exceeds expectations, proponent clearly understands requirements, excellent probability of success. |

10.) Questions and Modification of the RFP

- a. Questions related to this bid are to be submitted to the Purchasing representative as per section 4.0.
- b. If an inquiry requires an interpretation or modification of the RFP, the response to that inquiry will be issued in the form of a written addendum only, to ensure that all Bidders base their fee on the same information.
- c. Bidder shall submit a question for any ambiguity, divergence, error, omission, oversight or contradiction contained in the RFP as it is discovered, or to request any instruction, decision or direction which may be required to prepare its tender.
- d. Questions should be submitted before May 1st, 2026.
- e. Any replies to inquiries or interpretations or modifications of the RFP made verbally or by any manner other than in the form of a written addendum, are not binding.

11.) Submission Requirements

This section of the document outlines instructions for bidding and requirements for working with the Town of Peace River.

- a. Electronic Bid submissions only shall be received to tenders@peaceriver.ca
- b. A single bidder may provide multiple quotations to showcase the range of available options. In these instances, separate submission packages must be completed for each quotation.
- c. All prices are to be quoted FOB Peace River, AB, and in Canadian dollars. Price shall be given exclusive of GST.
- d. Bidders are cautioned that the timing of their Bid Submissions is based on when the Bid is received by the Town's email server, not when a Bid is submitted as Bid transmission can be delayed due to file transfer size, transmission speed...etc.
- e. It is recommended that the Bidder allot sufficient time to complete bids and resolve any issues that may arise.
- f. The Closing time and date shall be determined by the Town's server web clock.
- g. The email system will send a confirmation email to the bidder advising that their bid was received.
- h. Late Bids will not be accepted by the Town.
- i. Bidders should submit their Bid in .pdf format.
- j. Bids should include all references and background information and not reference external sources (ie, no links to webpages...etc.) as documents will be printed for evaluation.
- k. Bids should include:

- i. Corporate information including contact details, experience providing similar products to municipal facilities, and years in operation.
- ii. Information on Warranty details including exclusions, requirements, timelines...etc.
- iii. Product Specifications with sufficient information so that it can be compared to requirements.
- iv. Pricing information and Schedule.
- v. Completed Bid Form from Appendix A.

12.) General Conditions

- a. Any confidential information included in a Proponent's submission should be clearly marked as such. Town will maintain confidentiality of that information, except as required by law or court order.
- b. Receipt of a Bid and evaluation by the Town does not imply that the Bidder is qualified.
- c. The lowest cost Bid may not necessarily be accepted based on the other evaluation criteria.
- d. The Town reserves the right to reject any or all Bids.
- e. Proponent may be disqualified if there are any misrepresentations, inaccuracies, misleading or incomplete information.
- f. The Town may decide, at its sole discretion, that no submissions will be accepted and no Contract will be awarded as a result of this process (for example, if all submissions exceed limits listed in our purchasing policy or our budgets). In that event, all Bidders will be notified, and the Town will have no liability to any Bidder.
- g. The Bid process will not create a legal agreement for any goods and services between the Town and any Bidder without an executed written agreement.
- h. A Bid submission that is informal, incomplete, qualified, non-compliant with the requirements of the Bid Documents, or otherwise irregular in any way, may be declared non-compliant and rejected.
- i. The Town may accept or waive a minor inconsequential irregularity.
- j. The determination of what is, or is not, a minor and inconsequential irregularity, and the determination of whether to accept or waive an irregularity, is at the Town's sole and final discretion.
- k. The Town is not responsible for any costs incurred by Bidders in preparing, submitting, or presenting their Bids.
- l. All Bids become the property of the Town upon submission and will not be returned.
- m. The work shall be done in accordance with the laws of the Province of Alberta, and any Federal and/or local regulation and by-laws governing the type of work.

Appendix A Bid Form

| General Information | | |
|--|------------------------------|-----------------------------|
| Company Name: | | |
| Full Legal Name | | |
| Address: | | |
| Web Page: | | |
| Phone Number: | | |
| Contact Information | | |
| Team Lead: | | Phone Number: |
| | | Email: |
| | | |
| Mandatory Requirements and Attachments | | |
| Proof of Insurance (please attach) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Does firm have COR (please attach) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Current WCB Letter (please attach) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Firm operated >5 years | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Team Lead Resume (Please attach) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| References (2 of similar size in Alberta, not more than 5 years old): | | |
| Project 1 Company Name: | | |
| Project 1 Contact Information: | | |
| Project 1 Description: | | |
| | | |
| Project 2 Company Name: | | |
| Project 2 Contact Information: | | |
| Project 2 Description: | | |
| | | |

| Price to Complete: | | | | |
|---|------------|----------|-------------------------|------------|
| Attached additional information to Pricing if applicable. | | | | |
| Item | Quantity | Unit | Rate (\$) | Total (\$) |
| | | | | |
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| | | | | |
| | | | | |
| Labour/Installation | | n/a | | |
| | | | | |
| | | | | |
| Mobilization | | Lump sum | | |
| | | | | |
| | | | | |
| | | | TOTAL (excl.GST) | |
| | | | | |
| Additional Options: | | | | |
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| | | | | |
| Exclusions | | | | |
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| | | | | |
| Completion Date (Attach schedule, if desired): | | | | |
| <i>Please provide an estimate of when you would be available to complete the work and how many working days it would take to complete the work.</i> | | | | |
| Signatures: | | | | |
| 1. | Name: | | Position: | |
| | Signature: | | Date: | |

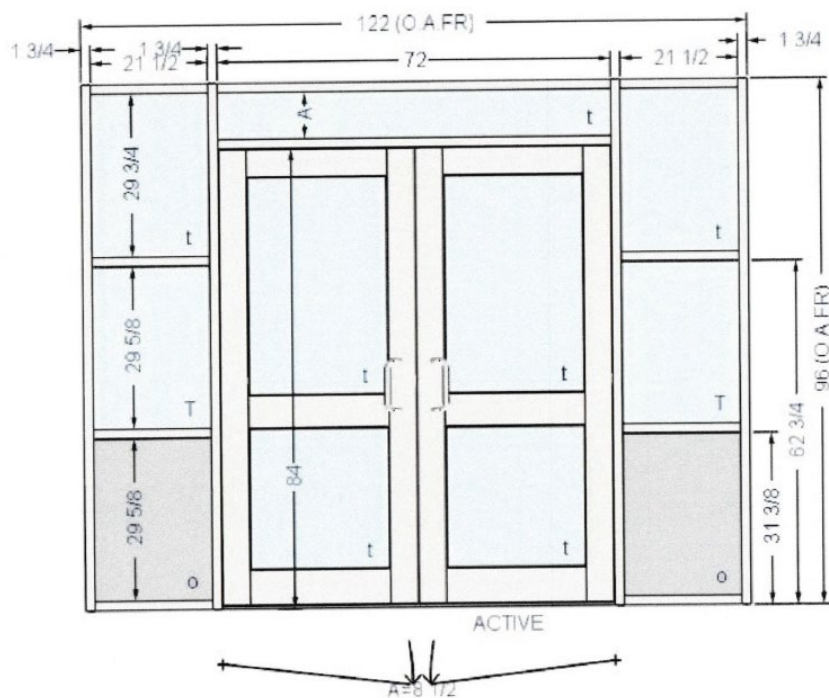
Appendix B

Field House Map/Drawings

Supply and install the following:

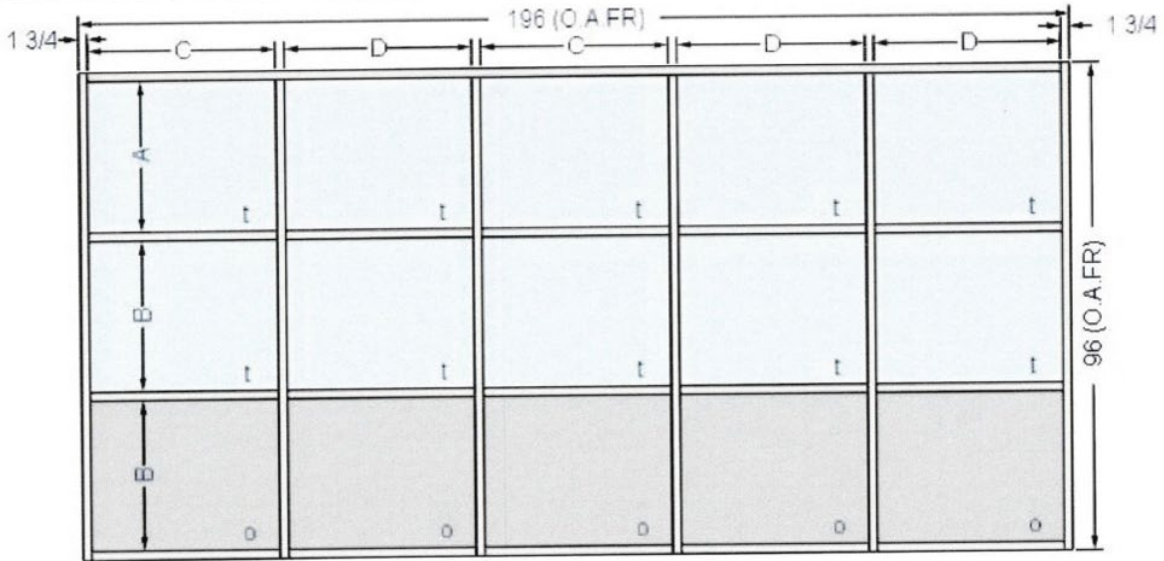
- 1.) Kawneer 450 interior storefront framing in clear anodized finish at 8 feet high to fill 9 openings between concrete pillars.
- 2.) One frame to have a pair of Kawneer 500 series doors to match existing ones on site. Including key lock (keyed to master), panic bars, and standard features.
- 3.) Glazing is 6 mm clear laminated glass at lower openings and 6 mm clear tempered glass at the upper two openings.
- 4.) General measurements:

Concept Door design:



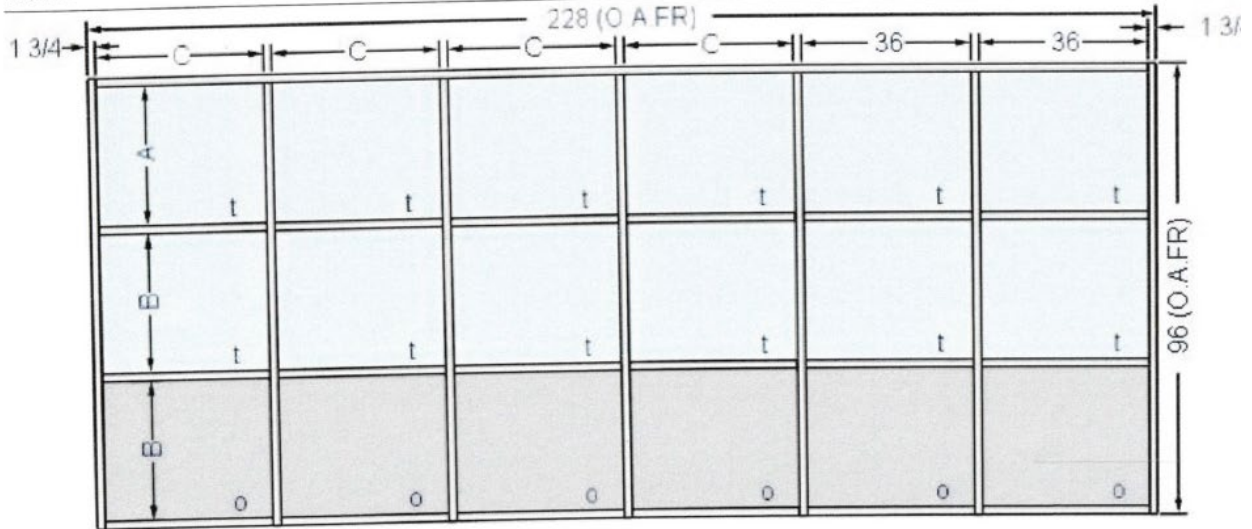
Concept Sample of walls between pillars:

Metal Group: _M450 CG/SS/OG STOPS UP USE THIS D/S: 1 Frame Type: Standard Frame Width: 4978.40 Frame Height: 2438.40
 Required: 2 Back Member Color: #17 CLEAR : PERMANODIC Face Member Color: #17 CLEAR : PERMANODIC



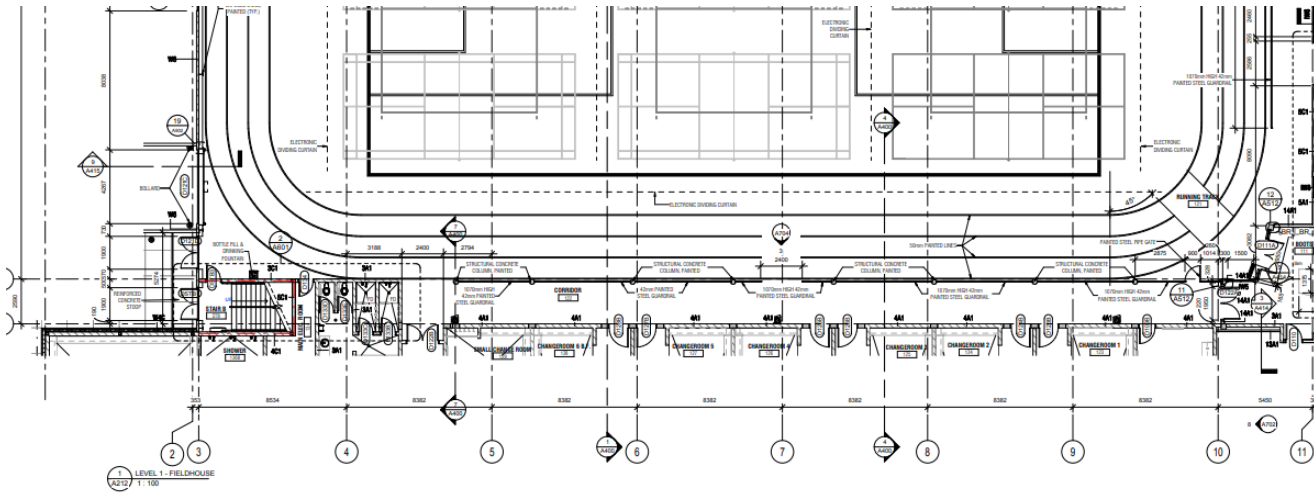
A=29 3/4 B=29 5/8 C=37 1/16 D=37 1/8

Frame Width: 5791.20 Frame Height: 2438.40
 Metal Group: _M450 CG/SS/OG STOPS UP USE THIS D/S: 1 Frame Type: Standard
 Required: 6 Back Member Color: #17 CLEAR : PERMANODIC Face Member Color: #17 CLEAR : PERMANODIC



A=29 3/4 B=29 5/8 C=35 15/16

Location of Wall Installation:



Appendix C

Standard Agreement Template

This page left intentionally blank, agreement begins next page.

THIS AGREEMENT made in this [Click or tap here to enter text.](#) day of [Choose an item.](#), 202[Choose an item.](#)

BETWEEN:

TOWN OF PEACE RIVER

(hereinafter called the "Town")

OF THE FIRST PART

AND

[Click or tap here to enter text.](#)

(hereinafter called the "Contractor")

OF THE SECOND PART

WHEREAS the Contractor is in the business of providing consulting services of the following kind:

[Click or tap here to enter text.](#)

AND WHEREAS the Town wishes to retain the services of the Contractor as more particularly specified in the Town's Request for Proposal **#TPR2026002** (the "**RFP**") to carry out work generally described as:

Supply and installation of a glass/framed wall at the Baytex Energy Centre – Field house.

(hereinafter referred to as the "**Project**");

NOW THEREFORE the Town and the Contractor mutually covenant and agree, each with the other, as follows:

1. **SERVICES**

- 1.1. The Contractor shall provide the services described in the Contractor's Proposal dated [Click or tap to enter a date.](#) (the "**Proposal**") and submitted in reply to the [Choose an item.](#) (hereinafter referred to as the "**Services**"). The Contractor warrants that the Services shall only be performed by the individuals identified by the Contractor in the Proposal, unless prior written consent is provided by the Town. Notwithstanding the foregoing, the Town may in its sole and unfettered discretion require that an individual performing the Services be removed and replaced by a competent professional replacement to the satisfaction of the Town.

- 1.2. The Contractor shall commence the Services no later than [Click or tap to enter a date](#), and shall complete each phase of the Services in accordance with the time limitations set out in the **RFP**. The Contractor acknowledges and accepts that time is of the essence of this Agreement.
- 1.3. The Contractor shall comply with all reasonable requirements established by the Town's Chief Administrative Officer or his/her designate (hereinafter called the "**Project Manager**") for the performance of the Services, including but not limited to security, safety, environmental protection, emergency procedures and access.
- 1.4. The Contractor shall exercise the degree of care, skill, diligence, safety and efficiency normally provided by a qualified professional Contractor in accordance with all applicable law in the performance of services of a similar nature to the Services required under this Agreement.
- 1.5. The Town and the Contractor, by agreement in writing, may from time to time alter, add to or deduct from the scope of the Services, and in such case the time for completion shall be adjusted accordingly.
- 1.6. No payment shall be made to the Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Project, unless due to the Town's wilful act or negligence.
- 1.7. The Contractor and the Contractor's employees:
 - a) Shall conduct their duties related to the Agreement with impartiality and shall, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing within anyone with whom a relationship between them could bring their impartiality into question;
 - b) Shall not influence, seek to influence, or otherwise take part in a decision of the Town, knowing that the decision might further their private interests;
 - c) Shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to the Agreement, that causes, or would appear to cause, a conflict of interest; and
 - d) Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to the Agreement, and if such financial interest is acquired during the term of the Agreement, the Contractor shall promptly declare it to the Town.

2. **AGREEMENT DOCUMENTS**

- 2.1. The following documents are incorporated into, and are deemed to be part of, this Agreement:
- a) RFP; and
 - b) Proposal
- 2.2. In the event of any inconsistency or conflict between the provisions of any of these documents priority and precedence will be given by the following order or means:
- a) Order of precedence as follows:
 - i. The body of this Agreement
 - ii. RFP
 - iii. Proposal

Or if the above order is not sufficient to resolve the inconsistency or conflict, then the following means may be used in the order listed:

- b) The most recent provision; or
- c) The most specific provision.

In addition, and in any event, the parties will endeavour to interpret the above documents, both individually and collectively, so as to give effect to the intentions of the parties and carrying out the Services in a timely, effective, and cost-effective manner.

3. **PAYMENT**

- 3.1. The Town will pay the Contractor the rates provided for in the Proposal upon the prompt and faithful performance of the Services to the satisfaction of the Town. Payment shall be subject to all applicable legislation, including without limitation the holdback requirements of the *Prompt Payment and Construction Lien Act*, RSA 2000, c P-26.4.
- 3.2. The Town shall not under any circumstances be obligated to pay to the Contractor any amount exceeding the sum set out in Section 3.1 unless prior written authorization has been obtained by the Contractor from the Town. Without limiting the generality of the foregoing, the Town shall not be required to make payment for any cost or disbursement incurred by or on behalf of the Contractor for the purpose of rectifying errors or omissions for which, in the reasonable opinion of the Town, the Contractor is responsible. These remedial services are not additional services.

4. **INFORMATION AND PROPERTY RIGHTS**

4.1. The Contractor agrees that all base materials, research results, computer programs, drawings, documents and notes or materials of any type whatsoever developed or prepared by the Contractor (hereinafter called the "**Documents**") in performance of the Services shall vest and become the absolute property of the Town, including copyright of such and upon completion of the Services or termination of this Agreement, all copies of the Documents shall be delivered by the Contractor to the Town upon demand by the Town. Once the Town has possession of the Documents, the Town is solely responsible for the use the Town makes of them.

5. **REPORTING**

5.1. The Contractor shall submit to the Project Manager regular progress reports with respect to the Services. If the Project Manager, acting reasonably, deems additional progress reports necessary the Contractor shall submit all additional progress reports requested by the Project Manager.

5.2. The Contractor shall meet with the Project Manager from time to time as requested by the Project Manager to review the progress of the Project and the performance of the Services. The designated representatives of the Contractor for the purpose of such meetings are the following persons:

Brian Wollis, Manager of Recreation and Parks, 780-624-3204,
bwollis@peaceriver.ca

5.3. The Contractor shall maintain records related to hours spent and costs incurred in performing the Services, for at least three years following the completion or termination of the Agreement. The Town reserves the right to audit or cause to be audited the Contractor's financial statements and accounts regarding the Town's account at any time during the term of this Agreement and such further three year period.

6. **SUSPENSION OF AGREEMENT**

6.1. The Town may, at any time by notice in writing, at its sole and unfettered discretion suspend the performance of the Services.

6.2. The Town shall pay all fees accrued due to the Contractor to the time of suspension, but payment of all other fees may be suspended by the Town.

- 6.3. The Town shall not be responsible for any fees incurred by the Contractor during the period of any suspension unless the Contractor satisfies the Project Manager, before incurring any such fees, of the necessity for the same and provides the Project Manager with such documentation as may be required by the Project Manager in support of the claim for fees.
- 6.4. The Contractor shall resume and complete the Services in accordance with the terms of this Agreement upon written notice from the Town. The Town shall make an equitable adjustment for terms of this Agreement which are affected by the suspension including time requirements and payment. Any dispute as to what constitutes an equitable adjustment may be decided by arbitration in the manner herein provided.
- 6.5. If the Town suspends the Services, and does not authorize resumption of the Services within 90 days after the effective date of the suspension, and the parties have not agreed to extend the suspension period on agreed terms, the Agreement is considered terminated on the 91st day after the effective date of the suspension.
- 6.6. When the suspension period expires, the Contractor may submit an invoice for any costs or expenses directly attributable to the suspension, and unavoidably incurred during the suspension period, regardless of whether the Services are resumed or the Agreement is considered terminated.

7. **TERMINATION OF AGREEMENT**

- 7.1. The Town may terminate this Agreement by giving notice in writing which is hand delivered to the address in Section 14.1 (or as changed pursuant to Section 14.3) for the Contractor, if the Contractor:
 - a) the Contractor has breached any of its obligations contained herein, fails to complete the Services or any portion thereof within the time limited by the Agreement for such completion and has failed to remedy such breach within ten (10) days of written notice thereof, or where the breach is incapable of being remedied within ten (10) days, has failed to commence to rectify such breach within the said ten (10) days and to diligently pursue such rectification until complete; or
 - b) there is a material error, incorrectness or breach of any representation or warranty of the Contractor contained herein; or
 - c) the Contractor becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with any of its creditors; or

- d) a trustee, receiver, receiver-manager or like person is appointed with respect to the business or assets of the Contractor.
 - e) has any conflict of interest which may, in the opinion of the Town, have an adverse effect on the Project.
- 7.2. Notwithstanding the foregoing, the Town may terminate this Agreement at its sole and unfettered discretion for its convenience upon seven (7) days written notice, hand delivered to the address given in Section 14.1 (or as changed pursuant to Section 14.3).
- 7.3. The Contractor, upon termination of this Agreement for any of the reasons set out in Section 7.1, shall be liable for, and upon demand shall pay to the Town an amount equal to, all loss or damage suffered, both directly and indirectly by the Town as a result of the non-completion of the Services. If the Contractor fails to pay the Town for any such loss or damage on demand, the Town shall be entitled to deduct the same from any payments due and payable to the Contractor, without prejudice to the Town's right to exercise any other remedies available to the Town at common law or at equity or under any statute.
- 7.4. The Contractor agrees that termination or suspension of this Agreement or a change to the Services in accordance with Section 1.5 does not operate so as to relieve or discharge the Contractor from any obligation under the Agreement or imposed upon him by law in respect to the Services or any portion of the Services.
- 7.5. Subject to Section 7.3 the Town shall, in the event of any termination of this Agreement, pay to the Contractor all amounts for completed work due to the Contractor in accordance with this Agreement as well as all reasonable fees incurred up to the date of termination. The Town shall have no further liability of any nature whatsoever to the Contractor for any loss of profit or for loss of business opportunity or for any other losses suffered whatsoever, either directly or indirectly, by the Contractor as a result of the termination of this Agreement.
- 7.6. The Contractor shall, upon termination, forthwith deliver to the Town a reproducible copy of all materials used by the Contractor or prepared by the Contractor in relation to this Project.

8. **INDEMNITY AND INSURANCE**

- 8.1. The Contractor shall indemnify and save harmless the Town, its servants, agents, employees and elected officials, from and against any and all losses, claims,

demands, payments, suits, judgments, charges, expenses, actions, causes of actions and costs (including legal costs on a solicitor and his own client basis) suffered by any or all of them in respect to any and all claims, demands, suits, judgments, charges, actions or causes of action lawfully brought or made by any person against the Town, its servants, agents, employees and elected officials where such losses, claims, demands, payments, suits, judgments, expenses, charges, actions, causes of action or costs result from or occur by reason of any error, omission or wilful or negligent act or breach of this Agreement arising out of the performance of the Services by the Contractor or its servants, agents, employees or subcontractors.

8.2. The Contractor shall maintain, in full force and effect with insurers licensed in the Province of Alberta, the following insurance:

- a) Comprehensive General Liability Insurance in respect to the Services and operations of the Contractor for bodily injury and/or property damage with policy limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence. Such insurance shall include the Town as an additional insured, contain a cross liability clause and protect the Town from any claims by or through the Contractor.
- b) Comprehensive Automobile liability insurance on all vehicles owned, operated or licensed in the Contractor's name, with limits of not less than \$2,000,000 per occurrence. The policy shall cover the Contractor for all sums which the Contractor shall become legally obligated to pay as damages because of bodily injury including passenger hazard and property damage caused by an occurrence.

8.3. The aforementioned insurance shall be in a form and with insurers acceptable to the Town's Insurance Broker. Any insurance called for under this Agreement shall be endorsed to provide the Town thirty (30) days advance written notice of cancellation or material change (material identified as any change restricting or reducing required coverage). Certified copies of the policies shall be provided to the Town by the Contractor or the Contractor's broker upon request by the Town, and evidence of renewal shall be provided to the Town not less than thirty (30) days prior to the expiry dates of the policies.

8.4. The Contractor shall be responsible for the payment of all premium and deductible amounts relating to the said insurance policies and the Contractor shall maintain the aforementioned insurance from the date of this Agreement until the Services are fully completed.

9. **SUBCONTRACTORS**

- 9.1. The Contractor may, upon first obtaining the written approval of the Town, retain the services of one or more subcontractors as may be required to perform the Services (“**Subcontractor**”). The Contractor shall obtain the approval of the Town before changing the Subcontractor.
- 9.2. The Contractor shall remain fully responsible for the performance of the Services even if the Subcontractors retained are approved pursuant to Section 9.1 by the Town.
- 9.3. The Contractor shall take all necessary measures to bind all Subcontractors to the terms of this Agreement.

10. **ORGANIZATION – EMPLOYMENT DISCLAIMER**

- 10.1. The Agreement is for the services of the Contractor, as a separate business unit and neither the Contractor nor its employees, directors, officers and agents shall be entitled to any benefits of any nature whatsoever available to employees of the Town other than to payments which are expressly provided for herein and those prescribed by law.
- 10.2. The Contractor, in providing the Services under the Agreement, does so under a contract for services and not of service, and is acting as a separate business unit and no agency, partnership, employer-employee or master-servant relationship is intended to be created between the Contractor and the Town.

11. **FORCE MAJEURE**

- 11.1. Neither the Town nor the Contractor shall be held responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, riots or acts of civil disobedience, embargo, government action, Act of Public Authority, Act of God, or any other causes beyond their control, except labor disruption. Should the Force Majeure last longer than thirty (30) calendar days, the Town may terminate the Agreement.

12. **LEGAL REQUIREMENTS**

- 12.1. The Contractor shall ensure that the Services comply with all relevant legislation including codes, bylaws and regulations as well as Town policies and procedures. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Services, the more restrictive shall apply.

- 12.2. The Contractor shall apply and pay for all necessary permits or licences required for the performance of the Services.
- 12.3. The Contractor shall at all times observe all the provisions of the *Labour Relations Code*, RSA 2000, c L-1, *Workers' Compensation Act*, RSA 2000, c W-15, *Environmental Protection and Enhancement Act*, RSA 2000, c E-12 (the "EPEA"), and the *Occupational Health and Safety Act*, RSA 2020, c O-2.2 (the "OHSA") as well as rules and regulations pursuant thereto. In the event the Contractor fails to comply with any legislation or any regulations there under and the Town is required to do any act or thing or take any steps or pay any sums to rectify such non-compliance, the Town may subtract the cost of any such rectifications from any monies owed to the Contractor. Such action shall not be deemed a waiver of any action that the Town may pursue to collect any monies paid herewith that exceed the monies owed to the Contractor.
- 12.4. Without limiting the foregoing, the Contractor represents and warrants that it holds Workers Compensation Board (WCB) Clearance Status, and shall continue to hold such status at all times throughout the performance of the Services. If at any time the Contractor's WCB Clearance Status is revoked or suspended, the Town may, without limitation to any other rights or remedies hereunder, immediately suspend the Services at the Contractor's cost until the WCB Clearance Status has been restored, or may terminate this Agreement in accordance with Section 7.1.
- 12.5. The Contractor shall be responsible for the safety of workers and equipment on the Project as the Prime Contractor for the work and the worksite under the OHSA, and for the protection of the environment in relation to the Project. The Contractor shall bring to the attention of all Subcontractors all pertinent provisions of the OHSA and the EPEA and regulations thereunder.

13. **ASSIGNMENT AND AMENDMENT**

- 13.1. The Contractor shall not, without the prior written consent of the Town, assign or in any way transfer its interest in or obligations under this Agreement to any other party. The Contractor acknowledges and accepts that the Town has chosen the Contractor to perform the Services because of the reputation of the Contractor and the qualifications of the persons identified in the Proposal, and the Contractor therefore agrees that the Town may in its absolute discretion refuse to accept any assignment or transfer of the Contractor's interest in or obligations hereunder, even if such refusal may be construed to be arbitrary or unreasonable.

13.2. This Agreement shall constitute the entire agreement between the parties related to the subject matter hereof, and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto.

13.3. All additions, amendments or modifications of this Agreement shall be binding only if the same is in writing and duly executed. If any terms of the documents incorporated herein, conflict with the terms of this Agreement, the terms and conditions of this Agreement shall prevail.

14. **NOTICES**

14.1. Any notices or other correspondence required to be given to an opposite party except for notice of termination shall be deemed to be adequately given if sent by prepaid registered mail addressed as follows:

- a) To the Contractor at:
Click or tap here to enter text.

- b) To the Town at:
The Town of Peace River
9911 – 100 Street
PO Box 6600
Peace River, Alberta T8S 1S4
Attention: Chief Administrative Officer

14.2. Notice given as aforesaid, if posted in Alberta, shall conclusively be deemed to have been given on the fifth (5th) business day following the date on which such notice is mailed.

14.3. Either party may, at any time, give notice in writing to the other of any change of address of the party giving such notice and after the giving of such notice, the address therein specified shall be deemed to be the address of the said party for the giving of notice there under.

14.4. The word "notice" in this section shall be deemed to include any requests, statements or other writing in this Agreement provided or permitted to be given by the Town to the Contractor or by the Contractor to the Town.

15. **SINGULAR AND MASCULINE**

15.1. Words importing the singular or masculine also include the plural or feminine or body corporate where the context requires.

16. **LAWS OF ALBERTA**

16.1. This Agreement shall be construed in accordance with the laws of the Province of Alberta, and for the purposes of all legal proceedings this Agreement shall be deemed to have been performed in the said Province. If any provision herein contained shall in any way contravene the laws of the Province of Alberta, such provision shall be severed from the Agreement and the remaining provisions shall continue in force and effect. Nothing herein shall restrict the right of the Town to bring action against the Contractor in any Court of competent jurisdiction. The parties hereby irrevocably submit and attorn to the sole and exclusive jurisdiction of the Judicial District of Edmonton in the Province of Alberta for any legal proceeding arising under this Agreement.

17. **INTERPRETATION**

17.1. The headings in this Agreement are for ease of reference only and shall not be taken into consideration in construing or interpreting this Agreement.

17.2. If any provision of this Agreement is for any reason, found to be invalid or unenforceable by a body of competent jurisdiction, that provision shall be deemed severed from this Agreement and such invalidity, illegality or unenforceability shall not affect the validity of any other of its provision.

18. **SUCCESSORS**

18.1. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and, except as hereinbefore provided, the successors and assigns thereof.

19. This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Signatures delivered by PDF or other electronic means shall be as effective as delivery as an original.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF the parties have signed by the hands of the proper officers, duly authorized this [Click or tap here to enter text.](#) day of [Choose an item.](#), 202 [Choose an item.](#)

TOWN OF PEACE RIVER

Per: [Click or tap here to enter text.](#) (c/s)

[Click or tap here to enter text.](#)

Per: [Click or tap here to enter text.](#) (c/s)