



VILLAGE OF BOYLE
REQUEST FOR PROPOSALS
#2023-03

REQUEST FOR PROPOSAL (“RFP”) WITH RESPECT TO THE:

1st Avenue Paving (the “Work”)

1.0 INTRODUCTION

1.1 Purpose of RFP

1.1.1 The Village of Boyle (the “*Village*”) seeks innovative proposals from interested parties for the following:

The milling and hot asphalt paving of First (1st) Avenue from the intersection of Taylor Road and First (1st) Avenue to the intersection of Third (3rd) Street and First (1st) Avenue.

(“**the Work**”).

1.1.2 If the Village receives a proposal acceptable to it, the Village will select one (1) or more parties who submitted a proposal (the “*Proponents*”) with whom the Village, in its sole and unfettered discretion, will negotiate regarding the terms of a contract (the “*Contract*”) to perform the Work.

1.2 Submission of RFP

1.2.1 Proponents shall submit their Proposal in an envelope marked “Village of Boyle Request for Proposal for **1st Avenue Paving** (the “*Proposals*”) on or before 2:00:00 p.m. (Mountain Standard Time) on **May 26, 2023** (the “*RFP Closing Time*”) to:

Village of Boyle

**Box 9
Boyle, Alberta
T0A 0M0**

Attention: Warren Griffin, CAO

No faxed or electronically submitted Proposals will be accepted by the Village.

1.2.2 Proposals will be opened following the RFP Closing Time. No Proposal(s) submitted after the RFP Closing Time will be accepted.

1.2.3 Each Proponent may submit only one Proposal. Collusion between Proponents will be sufficient cause for the affected proposal(s) to be rejected outright by the Village without further consideration.

1.2.4 Any inquiries respecting this RFP should be directed, in writing, to:

Paul Clyburn – Superintendent of Public Works Fax-780-689-3998

1.2.5 Each Proponent should designate within 5 days of the receipt of this RFP, and no later than 7 calendar days prior to the RFP Closing Time of this RFP, one (1) person

to whom any additional information, as may be deemed relevant to this RFP by the Village, may be communicated. The name and contact information is to be emailed to the Village's designated contact person indicated in paragraph 1.2.4 above noted.

- 1.2.6 The Village is under no obligation to respond to any inquiry submitted to it in respect of this RFP.
- 1.2.7 If the Village, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all Proponents who have requested a copy of this RFP and completed the acknowledgment form. Such written response(s) will be issued in the form of an addendum to this RFP, and will be deemed to be part of this RFP.
- 1.2.8 No inquiry submitted to the Village will be responded to after **May 19, 2023**

1.3 General Conditions Applicable to this RFP

1.3.1 Appendices and Addenda

The appendices to this RFP and any subsequent addenda are incorporated into and form part of this RFP. The information and data contained in any appendices and any subsequent addenda may form the basis upon which the Contract will be entered into with the Village.

1.3.2 Disclaimer of Liability and Indemnity

By submitting a Proposal, a Proponent agrees:

- 1.3.2.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;
- 1.3.2.2 that it has fully satisfied itself as to its rights and the nature of the risks it will be assuming;
- 1.3.2.3 that it has gathered all information necessary to perform all of its obligations under its Proposal;
- 1.3.2.4 that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- 1.3.2.5 to hold harmless the Village, its elected officials, officers, employees, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
- 1.3.2.6 that it shall not be entitled to claim against the Village, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the Village or otherwise

(including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided, is incorrect or insufficient;

1.3.2.7 that the Village will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the Village's acceptance or non-acceptance of a Proposal; and

1.3.2.8 to waive any right to contest in any proceeding, case, action or application, the right of the Village to negotiate with any Proponent for the Contract whom the Village deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the Village and acknowledges that the Village may negotiate and contract with any Proponent it desires.

1.3.3 **No Tender and No Contractual Relationship**

The Proponent acknowledges and agrees that this procurement process is a Request for Proposal and is not a tendering process. It is part of an overall procurement process intended to enable the Village to identify a potential successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the Village and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between the Village and the Proponent arising from this RFP or the submission of a Proposal.

Further, the Proponent acknowledges that a Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract.

1.4 **Discretion of Village**

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Section 1.4 prevail, govern and override all other parts of this RFP. The Village is not bound to accept any Proposal. At any time prior to execution of the Contract, the Village may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or proceed with the Work on different terms. All of this may be done with no compensation to the Proponents or any other party.

The Village reserves the right, in its sole and unfettered discretion, to:

- 1.4.1 utilize any designs, ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;
- 1.4.2 negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work, and the scope of the Work;
- 1.4.3 waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;

- 1.4.4 receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;
- 1.4.5 determine whether any Proposal meets the submission requirements of this RFP; and
- 1.4.6 negotiate with any Proponent regardless of whether or not that Proponent is the Proponent that has received the highest evaluation score, and
- 1.4.7 negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

1.5 Selection

Selection of the successful Proponent, if any, is at the sole and unfettered discretion of the Village.

1.6 Disqualification

The failure to comply with any aspect of this RFP (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by Village, including disqualification from the RFP process, suspension from the RFP process and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

1.7 Representations and Warranties

- 1.7.1 The Village makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.
- 1.7.2 Proponents are hereby required to satisfy themselves as to the accuracy and/or completeness of the information provided in this RFP.
- 1.7.3 No implied obligation of any kind by, or on behalf of, the Village shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the Village, are and shall be the only representations and warranties that apply.
- 1.7.4 Information referenced in this RFP, or otherwise made available by the Village or any of its elected officials, officers, employees, agents or advisors as part of the procurement process, is provided for the convenience of the Proponent only and none of the Village, its elected officials, officers, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the Village any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

2.0 DESCRIPTION OF THE WORK TO BE PERFORMED

Proponents are to review the General Specifications attached hereto as Schedule “A”.

3.0 PROPOSAL REQUIREMENTS

The Village reserves the right, but is not required, to reject any Proposal that does not include the requirements.

3.1 Description of the Proposal

- 3.1.1 Proposals shall include the legal name, address and telephone numbers of the individual, the principals of partnerships and/or corporations comprising the Proponent, and in the case of partnerships or corporations, the individual who will be the representative of the partnership or corporation.
- 3.1.2 Proposals shall include a description of any subcontractors, agents or employees that the Proponent expects to involve in the performance of the Work. The Village reserves the right to approve or reject the proposed use, by the selected Proponent of any proposed subcontract which discretion shall be exercised reasonably.
- 3.1.3 Proposals shall include a description of the individuals who will be performing the Work including their previous experience and qualifications.
- 3.1.4 Proposals shall include a list of previous work undertaken by the Proponent of a similar nature to the Work required by the Village as set out in this RFP.
- 3.1.5 Prices for the Work shall be inserted by the Proponent in the form attached hereto as Schedule “B” and the form shall be submitted by the Proponent at the time of the submission of its Proposal.
- 3.1.6 Proposals shall include a timeline for completion of the project.

3.2 Execution of the Proposal

Proposals shall be properly executed in full compliance with the following:

- 3.2.1 Proposals and the pricing form attached as Schedule “B”, must be signed by the representative for the Proponent;
- 3.2.2 if the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and, if available, the corporate seal shall be affixed;
- 3.2.3 if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Proposal shall be signed by a partner or partners who have authority to sign for the partnership;
- 3.2.4 if the Proposal is made by an individual carrying on business under a name other than his own, his business name together with the individual’s name shall be printed immediately above its signature; and

- 3.2.5 if the Proposal is made by a sole proprietor who carries on business in his own name, the proprietor shall print his name immediately below his signature.

4.0 SUBMISSION REQUIREMENTS

4.1 Mandatory Documents to be Submitted with the Proposal

- 4.1.1 A valid;
Business number
GST Number

At the time of the submission of its Proposal, the Proponent shall provide the following:

- 4.1.2 Proof of Workers' Compensation account in good standing at the time of Proposal submission;
- 4.1.3 A copy of all licenses, certifications, qualification issued by the relevant authorities, which the Proponent requires in order to perform the Work contemplated by the RFP.

4.2 Insurance to be carried by Successful Proponent

At the time of the submission of its Proposal, the Proponent shall provide evidence of insurance coverage as follows:

- 4.2.1 standard automobile, bodily injury and property damage insurance providing coverage of at least TWO MILLION (\$2,000,000.00) DOLLARS inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;
- 4.2.2 a comprehensive general liability insurance policy providing coverage of at least TWO MILLION (\$2,000,000.00) DOLLARS inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
- 4.2.2.1 non-owned automobiles;
- 4.2.2.2 independent subcontractors;
- 4.2.2.3 contractual liability including this Agreement;
- 4.2.2.4 broad form property damage endorsement;
- 4.2.2.5 environmental liability; and
- 4.2.2.6 products and completed operations coverage.
- 4.2.3 “All risks” insurance on any personal property, tools or equipment to be used in performing or providing the Work, to full replacement value;

- 4.2.4 Workers' Compensation coverage for all employees, if any, engaged by the Proponent in accordance with the laws of the Province of Alberta;
- 4.2.5 such other insurance as the Village may from time to time reasonably require.

The Proponent shall cause all insurance coverage maintained by the Proponent in accordance with this RFP, except for errors and omissions coverage (if required), to name the Village and any other party designated by the Village as an additional insured and to contain a severability of interests or cross liability clause. The Proponent shall cause all insurance coverage to provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the Village. The Proponent shall, upon the request of the Village, furnish written documentation, satisfactory to the Village, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the Proponent as set forth herein shall be borne by the Proponent.

4.3 Evaluation

- 4.3.1 After the RFP Closing Time, the Village will review and evaluate all the Proposals received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.
- 4.3.2 In evaluating the Proposals received, the Village will consider all of the criteria listed below in Section 4.3.3, and the Village will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the Village has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 4.3.3 By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the Village to award points in respect of the criteria noted below (the "***Evaluation Criteria***"). The Evaluation Criteria and the maximum number of points for each criteria are as follows:

Evaluation Criteria	Score	Weight	Subtotal
<p>Overall Experience of Company & Demonstrated Results</p> <p>Our evaluation will include an assessment of the history of your company, your experience as it relates to the requirements within this RFP, evidence of past performance, quality and relevance of past work, references, and related items.</p>		30 %	
<p>Strategic Thinking/Planning Approach</p> <p>Overall approach and strategy described. Outlined in the proposal and firm capacity to perform the engagement within the specified timeframe.</p>		40 %	
<p>Budget Approach/Cost Effectiveness</p> <p>Effective and efficient delivery of quality services is demonstrated in relation to the budget allocation. The allocation is reasonable and appropriate.</p>		30 %	
			/100

The Village may select a Proponent with the lowest, or not necessarily the lowest, Price Per Point with whom to negotiate the contract for the Work. Points will be assigned for each criteria based on the information provided in the Proponent's submission. Scoring will be consistently applied by the Village's evaluation team through the use of the specified scoring system noted below. Scoring will be assessed using the weight allocation for each evaluation category and points will be awarded on a scale of 0 to 10 as noted below:

Score	Description
0-2	UNACCEPTABLE: does not satisfy the requirements of the criterion in any way
3	VERY POOR: address some requirements but only minimally
4	POOR: addresses most of the requirements of the criterion but is lacking in critical areas
5	MARGINAL: barely meets most of the requirements of the criterion to a minimum acceptable level
6	SATISFACTORY: average capabilities and performance, and meets most of the requirements of the criterion
7	ABOVE AVERAGE: fully meets all of the requirements of the criterion

8	SUPERIOR: exceeds the requirements of the criterion
9-10	EXCEPTIONAL: feature is clearly exceptional to the requirements of the criterion

4.3.4 The Village also reserves the right to accept conditions to be offered by and/or negotiated with the successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.

4.3.5 At all times, the Village reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal.

4.4 Period Open for Consideration

The Proposals received shall remain open for the Village’s consideration for a period of ninety (90) days following the RFP Closing Date in order to allow for the Village to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

The draft contract which will form the basis of the negotiations between the Village and the selected Proponent(s) is attached hereto as Schedule “C”.

4.5 Information Disclosure and Confidentiality

All documents submitted to Village will be subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in Village's custody or control. It also prohibits Village from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure. However, the Village cannot assure Proponents that any portion of the Proposals can be kept confidential under FOIP.

4.6 Independent Determination

A Proposal will not be considered by the Village if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Proponent.

4.7 Documents

All documents submitted by a Proponent shall become the property of Village upon being presented, submitted, or forwarded to Village. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP,

then their content and the media they are contained in shall also become the property of Village upon their being presented, submitted or forwarded to Village.

4.8 Use of Documents, Drawings and Ideas

Notwithstanding anything contained in this RFP as to the purpose for the submission of Proposals, the Village may use the concepts, ideas, suggestions, and directions contained within the documents, drawings, plans, written descriptions and other materials contained in Proposals and in any communication surrounding the Proposals provided by the Proponents or their agents, for any purpose whatsoever including, but not limited to, use of portions of the Proposals or of ideas, information, enhancements to the Evaluation Criteria and designs contained therein in other Village works. For clarity, the confidentiality obligations set out herein applicable to the Village's use of information shall not interfere with the Village's right to use concepts, ideas, suggestions and directions as herein described.

4.9 Canadian Free Trade Agreement and New West Partnership Trade Agreement

The provisions of the Canadian Free Trade Agreement (“*CFTA*”) and the New West Partnership Trade Agreement (“*NWPTA*”) apply to this Proposal.

4.10 Site Conditions

The Proponent is responsible for inspecting the site of the Work and for making whatever inquiries or arrangements are necessary for it to become fully informed of the nature of the site of the Work, including, but not limited to, the soil structure and topography of the site, and of the Work to be performed and all matters which may in any way affect the Work. Without limiting the foregoing, by the submission of its Proposal, the Proponent acknowledges that it has investigated and satisfied itself as to:

- 4.10.1 the nature of the Work;
- 4.10.2 the location and all conditions relating to the site of the Work including, but not limited to, accessibility, general character, surface and sub-surface conditions, soil structure, utilities, road, uncertainties of seasonal weather and all other physical, topographical, geological and geographic conditions;
- 4.10.3 the general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;
- 4.10.4 all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and
- 4.10.5 the magnitude of the construction required to execute and complete the Work.

The Proponent is fully responsible for obtaining all information required for the preparation of its Proposal. The Village is not responsible for undertaking any investigations to assist the Proponent. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction, reports or other documents which are not included or referred to in a Proposal (the "Non-Proposal Information"), form no part of such Proposal. Village and Village's consultants assume no responsibility of any kind

whatsoever arising from or relating to its failure to include or refer to such Non-Proposal Information.

The Proponent's obligation to become familiar with the information described in herein is not lessened or discharged by reason of any technical reports, including soils reports or data, test hole drilling reports or other soils information, made available or supplied in conjunction with the proposal process. Any technical reports so provided are for informational purposes only and neither the Village nor the Village's consultants accept or assume any responsibility for the contents or accuracy of such technical reports, and the Proponent agrees that the Village, the Village's consultants and their representatives shall not be liable in any way to the Proponent in respect of such technical reports.

The Proponent further agrees that it shall not rely upon any oral information provided to it by the Village, the Village's consultants or any of their respective representatives.

4.11 Law and Forum of Proposal

The law to be applied in respect of this RFP shall be the law of the Province of Alberta and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Alberta. By submitting a Proposal, the Proponent is deemed to have agreed to attorn to the jurisdiction of the Courts of the Province of Alberta.

Schedule A

RFP SPECIFICATIONS

Work will be done in accordance to Alberta Transportation Specification 3.16 Cold Milling Asphalt Pavement and Specification 3.59 Asphalt Concrete Pavement where deemed applicable by the Village of Boyle.

Scope of Work for this project includes:

1. Milling
 - Milling of the existing asphalt surface to a depth of 0 - 50mm (< 25 localized Edges around Manholes, Valve covers Etc. for Traffic Safety if required).
 - Hauling of all milled materials to designated Village of Boyle owned stockpile.
 - Cleaning and preparation of the milled surface.
2. Hot Asphalt Paving
 - Supply and delivery of hot mix asphalt.
 - Spreading, compacting, and leveling of the asphalt.
 - Final surface grading and compaction.

Deliverables: The contractor will be responsible for providing the following deliverables:

1. A detailed project plan, including a timeline and project schedule.
2. A list of equipment and personnel that will be used for the project.
3. Daily progress reports, including photos of the work completed.
4. Final project completion report, including as-built drawings and documentation.

Schedule B

RFP PRICING FORM

RFP PRICING FORM

RFP Number: _____
 RFP Title: _____

We, _____
 (Company)
 of _____
 (Business Address)

having examined the RFP Documents as issued by the Village of Boyle (the “*Village*”), hereby offer to enter into a contract to perform the Work required by the RFP Documents in accordance with the following pricing:

Service or Deliverable	Fixed Price
<i>Identify deliverable/service to be performed</i>	\$
<i>Identify deliverable/service to be performed</i>	\$
<i>Identify deliverable/service to be performed</i>	\$
Total Price	\$

Declarations:

We hereby acknowledge and declare that:

- (a) we propose to perform the Work as set out in our Proposal;
- (b) no person, firm or corporation other than the undersigned has any interest in this RFP or in the proposed Work for which this RFP is made;
- (c) we hereby acknowledge and confirm that the Village has the right to accept any Proposal or to reject any or all Proposals;
- (d) this RFP is open to acceptance for a period of ninety (90) days from the date of RFP Closing.

Signatures:

Signed, sealed and submitted for and on behalf of:

Company: _____
(Name)

(Street Address or Postal Box Number)

(City, Province & Postal Code)

(Apply SEAL above)

Signature: _____

Name & Title: _____
(Please Print or Type)

Witness: _____

Dated at _____ this _____ day of _____, 20____

Schedule C

CONTRACT

FEE FOR SERVICE AGREEMENT

BETWEEN:

VILLAGE OF BOYLE

AND:

Draft

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FEE FOR SERVICE AGREEMENT

THIS AGREEMENT dated the ____ day of _____, 20__

BETWEEN:

VILLAGE OF BOYLE

(hereinafter called the "Village")

OF THE FIRST PART

AND:

(hereinafter called the "Contractor")

OF THE SECOND PART

WHEREAS the Contractor has agreed to provide to the Village the Services and the Village has agreed to pay to the Contractor certain sums in consideration of the Services.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants herein contained, the Village and the Contractor covenant and agree each with the other as follows:

ARTICLE 1 - DEFINITIONS

1.1 Definitions

For the purposes of this Agreement, including the recitals hereto, each of the following expressions have the meanings ascribed to them in this Section 1.1, unless the context otherwise requires:

- (a) **"Agreement", "hereto", "herein", "hereby", "hereunder", "hereof"** and similar expressions when used in this Agreement refer to the whole of this Agreement which includes the attached Schedules and not to any particular Article or Section or portion thereof and include any and every instrument supplemental hereto;
- (b) **"Commencement Date"** means the ____ day of _____, 20__;
- (c) **"Completion Date"** means the ____ day of _____, 20__, or such later date as may be agreed upon in writing by the parties;
- (d) **"Confidential Information"** has the meaning ascribed to it in Section 5.1;
- (e) **"Service Results"** has the meaning ascribed to it in Section 5.4;
- (f) **"Services"** means those Services to be provided and performed by the Contractor hereunder, as more particularly described in Schedule "A" hereto, and all other services to be provided or performed as directed by the Village;

- (g) "Term" means the period of time commencing on the Commencement Date and ending on the Completion Date.

1.2 **Number and Gender**

Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter gender and words importing persons shall also mean firms, corporations and partnerships and vice versa.

1.3 **Headings and Division**

The division of this Agreement into Articles and Sections and the headings of any Articles or Sections are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

ARTICLE 2 - SERVICES

2.1 **Services**

The Contractor shall provide the Services upon the terms and conditions contained herein.

2.2 **Commencement and Completion of Services**

The Contractor shall commence the Services no later than the Commencement Date and complete the Services on or before the Completion Date, subject always to sooner termination as provided for herein.

2.3 **Performance of Work**

The Contractor shall exercise the degree of care, skill and diligence normally used in performing services of a similar nature to those Services to be provided under this Agreement. All work done in performing the Services under this Agreement shall:

- (a) be supervised by competent and qualified personnel;
- (b) be performed in accordance with the Village's directions and to the Village's satisfaction;
- (c) comply with the requirements of this Agreement; and
- (d) be documented according to the Village's requirements.

All work done in performance of the Services shall be subject to such review as the Village considers advisable or appropriate. Any work not meeting the requirements of this Agreement may be rejected by the Village and shall require appropriate correction by the Contractor. No such review by the Village shall relieve the Contractor from the performance of its obligations hereunder.

2.4 **Warranty of Contractor**

The Contractor represents and warrants to the Village:

- (a) that it has sufficient skill, knowledge, expertise and resources, including qualified and competent personnel, to perform and provide the Services in accordance with the provisions of this Agreement;
- (b) that it is not involved in and is not aware of any actual or potential law suit or circumstance which would or could materially affect its ability to perform the Services hereunder and, upon becoming aware of such, it shall immediately notify the Village and provide the Village with details of the nature of the law suit or circumstance; and
- (c) that the entering into of this Agreement and the performance of the Services hereunder shall not cause the Contractor to be in breach of any obligation of confidentiality which the Contractor may owe to any third party, or otherwise cause the Contractor to be in breach of any agreement or undertaking with any third party.

2.5 **Progress Reports**

If required by the Village, the Contractor shall provide progress reports to the Village and/or attend progress meetings regarding the performance of the Services, in such form and detail and whenever and as often as requested by the Village.

2.6 **Compliance with Legislation**

- (a) In performing the Services hereunder (including any portion thereof performed by any subcontractors), the Contractor shall comply with the provisions and requirements of all laws, rules and regulations by lawful authority applicable including, without limitation, all relevant legislation, codes, bylaws, regulations and ordinances as well as the Village policies, procedures and regulations as are made known to the Contractor by the Village.
- (b) Where there are two or more laws, codes, bylaws, regulations, ordinances, policies, procedures or regulations applicable to the Services, the more restrictive shall apply. In particular, the Contractor shall at all times observe and cause its personnel, agents and subcontractors to observe the provisions of all applicable environmental, health, safety and labour legislation including, without limitation, the *Labour Relations Code*, *Workers' Compensation Act*, *Employment Standards Code* and the *Occupational Health and Safety Act*, all as may be amended from time to time, and including any successor legislation, as well as rules and regulations pursuant thereto. Evidence of compliance with such laws shall be furnished by the Contractor to the Village at such times as the Village may reasonably request.
- (c) In the event the Contractor, its personnel, any agent or subcontractor or their respective personnel, fail to comply with any legislation or any regulations thereunder and the Village is required to do anything or take any steps or pay any amounts to rectify such non-compliance, the provisions of Section 4.5 of this Agreement shall apply.

2.7 **Permits and Licenses**

The Contractor shall obtain and pay for all necessary permits or licenses required in connection with providing or performing the Services.

ARTICLE 3 - PERSONNEL

3.1 No Substitution

If specific personnel are designated in Schedule "A" of this Agreement to perform the Services or any part thereof, the Contractor shall not substitute other personnel for those designated without the prior written consent of the Village. If any such personnel shall become no longer available for any reason, the Contractor shall supply a similarly experienced and skilled individual as soon as practicable subject to approval of such individual by the Village.

3.2 No Subcontractors

The Contractor shall not engage or retain any agent, subcontractor or any other third party for purposes of providing the Services hereunder in whole or in part without the prior written consent of the Village (which may be withheld in the Village's sole discretion) and on terms and conditions satisfactory to the Village in its sole discretion. The use of any agents, subcontractor or any other third parties by the Contractor shall in no way relieve the Contractor from its responsibility and obligation to provide the Services in accordance with the provisions of this Agreement.

3.3 Removal of Personnel

The Contractor shall forthwith remove from the Village's premises and from performance of the Services any officer, employee, agent or subcontractor who is for any reason unsatisfactory to the Village including, without limitation, and such person who:

- (a) is charged with and convicted of a criminal offence;
- (b) fails, in the opinion of the Village or in the opinion of the Contractor, to carry out the work required in the performance of the Services in a satisfactory manner including, without limitation, causing any delays in the performance of the Services;
- (c) removes any property not belonging to the Contractor, its personnel or any agent or subcontractor, as the case may be, from the Village's premises without the prior written consent of the Village, or
- (d) discloses or uses any Confidential Information contrary to the provisions of Section 5.1 of this Agreement, without the prior written permission of the Village;

and, in the case of paragraphs (c) and (d), the Contractor shall take all reasonable steps to ensure that any property removed from the Village is promptly returned, or to restrain any further improper disclosure or use of the Confidential Information, as the case may be. Any costs or expenses associated with removal of any such officer, employee, agent or subcontractor shall be the responsibility of the Contractor, including any necessary training costs or expenses associated with replacement persons, as determined by the Village.

3.4 Compliance with Policies

The Contractor shall ensure that its personnel and agents and subcontractors, when using the Village's premises, comply with all security, safety, emergency and access policies, procedures or regulations in effect from time to time on such premises.

3.5 **Safety**

The Contractor shall be responsible for the safety of its personnel and any agents or subcontractors, and all property of the Contractor or its personnel, agents or subcontractors while on the Village's premises. The Village shall not be responsible for any personal property, tools or equipment that the Contractor or its personnel, agents or subcontractors may bring onto the Village's premises.

ARTICLE 4 - PAYMENT

4.1 **Payment**

The Village agrees to pay the Contractor a sum not to exceed \$ _____, inclusive of all expenses incurred by the Contractor, upon the diligent and timely performance of the Services to the satisfaction of the Village. The Contractor shall be paid:

- (a) the amounts specified in Schedule "B" for completion of the Services in accordance with this Agreement;
- (b) upon submitting an invoice and other supporting documentation required by the Village describing the Services for which payment is claimed.

4.2 **Invoicing**

- (a) At the beginning of each calendar month an invoice shall be submitted to the Village by the Contractor in respect of the Services provided during the immediately preceding month.
- (b) Each invoice shall, in respect of each month:
 - (i) describe the Services for which payment is claimed, including but not limited to identifying the number of man-days or hours expended in providing the Services; and
 - (i) identify, if applicable, any tax chargeable to the Village as a separate item; and
 - (ii) identify the applicable rates and charges for the time expended.
- (c) Subject to the verification of each invoice by the Village and all other terms and conditions of the Agreement (including, without limitation, the Services being satisfactory to the Village), the Village shall pay the Contractor the amount of each invoice within thirty (30) days of receipt of same.

4.3 **Excess Payments/Taxes**

The Village shall not pay any amount exceeding that amount identified in Section 4.1 of this Agreement, or make any payment for any work done by the Contractor after the Completion Date, unless prior written authorization has been obtained by the Contractor from the Village.

4.4 **No Payment for Costs, Expenses or Damages**

The Village shall not be required to make any payment to the Contractor under this Agreement for any costs, expenses, losses or damages suffered or incurred:

- (a) in performing any work reasonably incidental to the performance of the Services;
- (b) as a result of any delays in performing the Services from any cause whatsoever; or
- (c) to remedy errors or omissions for which, in the reasonable opinion of the Village, the Contractor is responsible.

4.5 **Performance upon Failure of Contractor**

Upon failure of the Contractor (including any of its subcontractors) to perform any of its obligations under this Agreement the Village may, but shall not be obligated to perform or engage a third party to perform any of those obligations without prejudice to any other remedy or right it may have and the Contractor, immediately upon written demand, shall pay an amount equal to all costs and expenses incurred by the Village in association therewith, plus interest on that amount from the date the cost or expense is incurred until it is paid at the rate of 1.5% per month (19.6% per annum). The Village may, in its discretion, deduct any such amount, together with interest, from any payment then or thereafter due by the Village to the Contractor, provided that such action shall not be deemed a waiver of any action that the Village may pursue to collect any costs or expenses incurred herewith that exceed the amounts owed to the Contractor.

4.6 **Withholdings**

- (a) Notwithstanding any other provision of this Agreement, the Village shall be entitled to withhold and remit to the appropriate taxing authorities, or otherwise withhold, federal withholding taxes or any other amounts required by law to be withheld from payments made to the Contractor.
- (b) If the Contractor is a non-Canadian resident the Village shall, as required by federal legislation, deduct all applicable federal withholding taxes. For this purpose, the Contractor shall separately identify in each invoice all work performed in Canada and that performed elsewhere. The Contractor will be provided with evidence of withholdings as required, upon written request.
- (c) If the Contractor provides the Village with an exemption certificate from Canada Revenue Agency, then the Village shall not withhold any federal withholding tax in respect of the payment made to the Contractor in reliance on such certificate of exemption.
- (d) The Contractor is responsible for all deductions and remittances required by law in relation to its employees including those required for Canada Pension Plan, employment insurance, workers' compensation or income tax. The Village shall have no liability or responsibility for the withholding, collection or payment of income taxes, unemployment insurance, statutory or other taxes or payments of any other nature on behalf of or in respect of or for the benefit of the Contractor or any other person.
- (e) The Contractor shall pay all municipal, provincial, or federal sales, excise (including HST) or other taxes or payments of any type payable hereunder to any level of government, and shall indemnify and hold the Village, its officials, councilors, representatives, agents and

employees harmless against any order, fine, penalty, interest or tax that may be assessed or levied against the Village or such persons as a result of the failure or delay of the Contractor to make any such payment or to file any return or information required by any law, ordinance, regulation or other lawful authority.

4.7 **Records**

The Contractor shall keep and maintain, at its principal place of business in Alberta, or at such other location as may be agreed by the Village, adequate and complete records from which any fees, costs, charges, reimbursable expenses or other amounts payable by the Village to the Contractor may be readily and accurately determined and verified. The Contractor shall take such steps as are necessary to maintain such records in accordance with generally accepted accounting practices in Canada.

Such records shall be open to inspection by the Village, or its agents, during the Contractor's regular business hours. The Contractor shall be required to retain such records for a period of seven (7) years following expiration or termination of this Agreement.

4.8 **Audit**

The Village or its agents shall, from time to time during the Term of this Agreement, and for a period of two (2) years thereafter, during business hours and upon reasonable notice to the Contractor, be entitled to review all or any of the security, quality assurance procedures, accounting or other records and procedures of the Contractor regarding the Services or business relationship between the Village and the Contractor affecting any fees, costs, charges, reimbursable expenses or other amounts payable by the Village, or any commitments to the Village, and to have such records reviewed, audited, inspected or examined by an independent chartered accountant or other auditor or party designated by the Village to determine:

- (a) whether the Contractor has accurately recorded events or transactions requiring payments of fees, costs, charges, reimbursable expenses or other amounts by the Village, as applicable;
- (b) the status of the provision of the Services; and
- (c) whether the Contractor is complying with the terms of this Agreement.

The costs of any such inspection or audit shall be payable by the Village.

4.9 **Acceptance is Not Waiver**

The acceptance by the Village, from time to time, of any statement of fees, costs, charges, reimbursable expenses or other amounts delivered by the Contractor or any payment of such amounts based thereon shall not be deemed to be a waiver by the Village of any of the Contractor's obligations or the Village's rights under this Agreement. However, if the Village has not caused an audit or inspection of the Contractor's accounting records or Services for any calendar month to commence within two (2) years of the last day of any such calendar month, the Village and the Contractor agree that the accounting records and all such amounts paid for that calendar month shall have been deemed to have been made accurately and in full compliance with the provisions of this Agreement.

ARTICLE 5 - INFORMATION AND PROPERTY RIGHTS**5.1 Confidential Information**

- (a) The Contractor agrees that:
- (i) all data, information and material of a confidential nature provided or disclosed to the Contractor by or on behalf of the Village;
 - (ii) all data, information and material of a confidential nature concerning the Village's business, systems, operations, processes, technology, trade practices, products, services, marketing or other strategic plans, suppliers or customers which is obtained by the Contractor in the performance of its obligations under this Agreement;
 - (iii) the Service Results; and
 - (iv) any and all information or material provided to the Contractor by or on behalf of the Village which is marked "CONFIDENTIAL";

and all copies thereof (hereinafter collectively called the "**Confidential Information**") are confidential and constitute valuable and proprietary information and materials of the Village and shall be kept strictly confidential, both during and after the Term of this Agreement, and shall only be used for the purpose of providing the Services hereunder. In that regard, such Confidential Information may only be disclosed by the Contractor to those of its officers, employees, agents or subcontractors who have a need to know such information for the purposes of this Agreement and the Contractor shall take appropriate steps, whether by instruction, agreement or otherwise to ensure that such officers, employees, agents and subcontractors keep such information strictly confidential and otherwise comply with the provisions of this Section 5.1.

- (b) No Confidential Information shall be copied or provided or disclosed to any other party without the prior written consent of the Village, which consent may be withheld in the Village's sole discretion.
- (c) The Contractor acknowledges that it has no interest in the Confidential Information and shall surrender all Confidential Information in its possession or control (including all copies thereof) to the Village immediately upon termination or expiration of this Agreement or at any earlier time upon the Village's request, and shall thereafter cease all use of the Confidential Information.

5.2 No Obligation to Disclose

The Village shall have no obligation to disclose to the Contractor any particular data, information or material which is considered by the Village to be sensitive or confidential. All data, information or material which is provided to the Contractor by the Village shall be and remain the sole property of the Village, and shall be returned to the Village immediately upon termination or expiration of this Agreement or at any earlier time upon the Village's request.

5.3 **Injunctive Relief**

The parties agree that improper disclosure or use of the Confidential Information will cause irreparable harm to the Village, which harm may not be adequately compensated by damages. As a result, the parties agree that, in addition to all other remedies the Village may have and not in derogation thereof, the Village may seek and obtain from any court of competent jurisdiction injunctive relief in respect of any actual or threatened disclosure or use contrary to the provisions of this Agreement.

5.4 **Ownership of Service Results**

- (a) The Contractor agrees that all discoveries, designs, inventions, works of authorship, improvements in any apparatus, device, process, technology or thing, know-how, base materials, research results, data, surveys, maps, plans, schematics, reports (including progress reports referred to in Section 2.5), charges, tabulations, compilations, diagrams, flow-charts, processes, formulae, computer programs, specifications, screen or program layouts, drawings, documents, and notes or materials of any type whatsoever developed, created, conceived of, first reduced to practice or prepared by or on behalf of the Contractor or any officer, employee, agent or subcontractor in performance of the Services either alone or jointly with others (hereinafter collectively called the "**Services Results**") shall be fully and promptly disclosed to the Village and shall be the absolute and exclusive property of the Village, including any patent, copyright, other intellectual property or other rights of any kind in relation thereto.
- (b) The Contractor hereby assigns, transfers and conveys to the Village all of its right, title and interest in and to the Service Results and the Contractor shall promptly execute and do or cause to be executed and done any and all documents and things necessary or desirable to give effect to the provisions of this Section 5.4, including the execution of a written assignment of all right, title and interest, whether in law or in equity, to the Village for any or all of the Services Results, in form acceptable to the Village.
- (c) Upon completion of the Services or expiration or termination of this Agreement, whichever is sooner (and from time to time upon request by the Village), the Service Results and all copies thereof shall be delivered by the Contractor to the Village without demand by the Village, together with all supporting materials, explanatory notes and know-how required or reasonably necessary for full and complete disclosure of such Service Results and to enable the Village to understand, use and modify the Service Results without assistance. No use may be made of the Service Results by the Contractor other than in connection with the performance of the Services hereunder.
- (d) The Contractor hereby waives absolutely (and shall cause any other persons to waive absolutely) in favour of the Village, its successors and assigns, any moral rights the Contractor or such other persons have or may at any time hereafter have in the Service Results.

5.5 **Protection of Rights**

The Contractor shall, at the request and expense of the Village, execute or cause to be executed any documents and do or cause to be done all things which may be necessary or desirable to enable the Village to file for and prosecute applications for patents, file for and obtain copyright registrations or otherwise protect any of the Village's interest in and to the Service Results or any part thereof, in Canada or any other country. The Village shall have complete control of and responsibility for the filings and prosecution of applications

for patents, copyrights or other registrations in Canada and in foreign countries. The Village shall assume all expenditures necessary to prepare and prosecute such applications and maintain or renew any resulting registrations.

5.6 **Records of Contractor**

The Contractor shall make and maintain during the Term of this Agreement, adequate and current written records of all Service Results, which records shall be made available to and remain the property of the Village at all times, both during and after the Term of this Agreement.

5.7 **Warranty of Original Work**

The Contractor warrants that all Service Results will be original developments of the Contractor, will not infringe any rights of any third parties and will otherwise be free of any claims of third parties, and will be specifically developed for the fulfilment of this Agreement.

5.8 **No Challenge**

The Contractor shall not challenge or deny nor assist any third party in challenging or denying any of the Village's rights in and to the Service Results.

ARTICLE 6 - TERMINATION

6.1 **Termination for Convenience**

The Village shall be entitled to terminate this Agreement, without liability, cost or penalty, at any time without cause, by giving the Contractor at least thirty (30) days' prior written notice.

6.2 **Termination for Default**

The Village may forthwith terminate this Agreement by providing written notice of termination to the Contractor, without prejudice to any other right or remedy the Village may have, if the Contractor at any time:

- (a) fails to comply with any of the terms or conditions of this Agreement; or
- (b) is adjudged or otherwise becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, if a receiver is appointed for the property of the Contractor, or if the Contractor ceases to carry on business in the normal course;

such termination to be effective on the date such notice of termination is received.

6.3 **Payment upon Termination**

The Village shall, in the event of termination of this Agreement, other than pursuant to Section 6.2(a), pay to the Contractor all amounts for completed work due to the Contractor in accordance with this Agreement, less any amounts which may be owing by the Contractor to the Village as provided for hereunder. The Village shall have no further liability of any nature whatsoever to the Contractor for any losses or damages suffered or sustained, either directly or indirectly, by the Contractor including, without limitation, loss of profit, as a result of the termination of this Agreement.

6.4 **Effect of Termination**

Upon termination or expiration of this Agreement:

- (a) the Contractor shall forthwith return to the Village all Confidential Information in written form within its possession or control, together with all copies thereof or, at the Village's written direction, destroy all such Confidential Information and provide the Village with a certificate confirming such destruction; and
- (b) no further use may be made by the Contractor of the Service Results or any portion thereof, for any purpose whatsoever.

6.5 **Survival of Obligations**

Notwithstanding the expiration or termination of this Agreement for any cause, the provisions of this Agreement regarding payment obligations, indemnities, confidentiality obligations and proprietary rights, and those provisions which are expressly or impliedly intended to survive, shall survive any such expiration or termination and shall remain in force.

ARTICLE 7 - INDEMNITY AND INSURANCE

7.1 **Indemnity**

Notwithstanding any other provision of this Agreement to the contrary, the Contractor shall:

- (a) be liable to the Village, its officials, councilors, representatives, agents and employees for any and all losses, costs, damages and expenses (and without limiting the generality of the foregoing, any direct losses, costs, damages and expenses of the Village or such persons, including costs as between a solicitor and his own client full indemnity basis) which the Village or such persons may pay or incur;
- (b) indemnify and hold harmless the Village, its officials, councilors, representatives, agents and employees from and against any and all liabilities, claims, suits or actions which may be brought or made against the Village or such persons;

as a result of or in connection with:

- (c) the performance of the Services; or
- (d) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement set forth and contained on the part of the Contractor to be fulfilled, kept, observed or performed; or
- (e) any breach of confidentiality on the part of the Contractor or any agent or subcontractor, or employee of the Contractor or any agent or subcontractor; or
- (f) any damage to property (including loss of use thereof) or injury to person or persons, including death resulting at any time therefrom, arising out of or in consequence of the performance of the Services; or

- (g) the failure of the Village to withhold any taxes or other amounts in respect of payments made to the Contractor under this Agreement; or
- (h) any suit or proceeding based on a claim that the Service Results or any portion thereof infringes or constitutes wrongful use of any copyright, patent, trademark, trade secret or any other right of any third party;

and the Village shall be deemed to be the agent of its officials, representatives, agents and employees in regard thereto.

7.2 **Insurance**

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 property damage with policy limits of not less than Two Million (\$2,000,000.00) Dollars per occurrence;
- (b) all risk insurance on any personal property, tools or equipment to be used in performing or providing the Services, to full replacement value;
- (c) standard automobile insurance providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive for bodily injury and property damage (if the Contractor is required to use a vehicle in the performance of the Services); and
- (d) any other insurance of such type and amount as may reasonably be required by the Village.

7.3 **Placement of Insurance**

The aforementioned insurance shall be in a form and with insurers acceptable to the Village. Certified copies of the policies shall be provided to the Village by the Contractor upon request and evidence of renewal shall be provided to the Village prior to the expiry dates of the policies.

The Contractor shall cause all insurance coverage maintained by the Proponent in accordance with this Agreement to name the Village and any other party designated by the Village as an additional insured and to contain a severability of interests or cross liability clause. The Proponent shall cause all insurance coverage to provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the Village. The Proponent shall, upon the request of the Village, furnish written documentation, satisfactory to the Village, evidencing the required insurance coverage.

7.4 **Deductibles and Duration**

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 until the Services are completed or the Agreement is terminated, whichever is last to occur (or, in the case of Section 7.2(d), for so long as may reasonably be required by the Village).

ARTICLE 8 - GENERAL

8.1 **Schedules**

The following Schedules attached hereto shall form part of this Agreement and are incorporated herein by reference:

Schedule "A" - Services
Schedule "B" - Payment

8.2 **Notices**

Whether or not so stipulated herein, all notices, communication, requests and statements required or permitted hereunder shall be in writing and delivered to the parties at the following addresses:

Village: [Redacted]
Address: [Redacted]
[Redacted]
[Redacted]
Attention: [Redacted]
Email: [Redacted]

Contractor: [Redacted]
Address: [Redacted]
[Redacted]
[Redacted]
Attention: [Redacted]
Email: [Redacted]

Notice shall be served by one of the following means:

- (a) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered notice shall be deemed received when actually delivered as aforesaid; or
- (b) by email to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:
 - (i) if transmitted before 3:00 p.m. on a business day, on that business day; or
 - (ii) if transmitted after 3:00 p.m. on a business day, on the next business day after the date of transmission; or

- (c) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received three (3) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received;

Any notice provided for or permitted to be given pursuant to this Agreement shall be sufficiently given if delivered or sent to the other party in accordance with one of the methods identified in Sections 8.2(a)-(c) to the parties' respective addresses as set out above.

Either party shall be entitled to change its address for notice to another existing address by notice in writing to the other. The word "notice" in this Section 8.2 includes any request, statement, report, demand, order or other writing in this Agreement provided or permitted to be given by the Village to the Contractor or by the Contractor to the Village.

8.3 **Assignment**

The Contractor shall not assign this Agreement or any portion thereof without the prior written consent of the Village, which consent may be arbitrarily withheld. Upon any transfer or assignment by the Village of this Agreement, the Village shall be released from its obligations hereunder. The Village may assign this Agreement in whole or in part to any person in the Village's sole discretion without notice to the Contractor.

8.4 **Waiver**

The failure of a party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option and no waiver by the Village of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the Village.

8.5 **Enurement**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns or approved assigns, as the case may be.

8.6 **No Agency**

Nothing in this Agreement, nor in any acts of the Village and the Contractor pursuant to this Agreement, shall be construed, implied or deemed to create an agency, partnership, joint venture or employer and employee relationship between the Village and the Contractor, and neither party has the authority to bind the other to any obligation of any kind.

8.7 **Whole Agreement**

The provisions of this Agreement constitute the entire agreement between the parties and supersedes any prior agreements, letters of intent or understanding, whether written or oral, between the parties with respect to the matters contemplated herein. No terms, conditions, warranties, promises or undertakings of any nature whatsoever, express or implied, exist between the parties with respect to this Agreement except as herein set forth. This Agreement may be amended, changed or modified only by further written agreement between the parties.

8.8 Partial Invalidity

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

8.9 Time of Essence

Time shall be of the essence of this Agreement.

8.10 Expiration of Time

In any case where the time limited by this Agreement expires on a Saturday, Sunday or legal holiday in the Province of Alberta, the time limited shall be extended to and shall include the next succeeding day which is not a Saturday, Sunday or legal holiday in the Province of Alberta.

8.11 Further Assurances

Each of the parties to this Agreement shall at the request of the other party hereto, execute and deliver any further documents and do all acts and things as that party may reasonably require to carry out the full intent and meaning of this Agreement.

8.12 Governing Law

This Agreement shall be governed by the laws in force in the Province of Alberta and the courts of Province of Alberta shall have exclusive jurisdiction with respect to any dispute, matter or thing arising herefrom.

[THIS SPACE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals by the hands of their proper officers.

VILLAGE OF BOYLE

[NAME OF CONTRACTOR]

Per:

Per:

Signature of Authorized Signing Officer

Signature of Authorized Signing Officer

Printed Name of Authorized Signing Officer

Printed Name of Authorized Signing Officer

Position of Authorized Signing Officer

Position of Authorized Signing Officer

Per:

Per:

Signature of Authorized Signing Officer

Signature of Authorized Signing Officer

Printed Name of Authorized Signing Officer

Printed Name of Authorized Signing Officer

Position of Authorized Signing Officer

Position of Authorized Signing Officer

SCHEDULE "A"

SERVICES

1. Services

This Schedule should contain a complete and detailed description of the nature and scope of the Services to be provided by the Contractor to the Village under this Agreement. The Agreement will not be legally enforceable unless it is readily ascertainable, by reference to this Schedule "A", what precisely the Contractor will be required to do. It should be drafted so that a third party who knows nothing at all about the project in question would understand what exactly the Contractor is required to do under the Agreement.

In many cases the Contractor may have provided the Village with a letter of proposal which details the work which will be performed. In such a case, a copy of the letter of proposal could simply be attached to Schedule "A" and incorporated therein by reference - for example:

"The services to be provided by the Contractor to the Village are those services described in the Contractor's letter of proposal to the Village dated _____, 20__, a copy of which is attached hereto and incorporated in this Schedule "A" by reference."

To the extent the parties have agreed on any changes to the scope of the work as outlined in the letter of proposal, a description of the agreed changes must be included.

2. Personnel

[If specific personnel of the Contractor have been identified as the persons who will be performing the Services, the following provision can be added to this Schedule "A". If not, this section should be removed]

The Contractor designates the following personnel to perform the Services under this Agreement, who and shall not be replaced or substituted except in accordance with the provisions of Section 3.1 of the Agreement:

Personnel	Service Role
<i>(Name)</i>	<i>(Role)</i>
<i>(Name)</i>	<i>(Role)</i>
<i>(Name)</i>	<i>(Role)</i>

3. Timetable

[If there are specific timelines within which the Village will require particular services to be performed or deliverables to be submitted, the following chart can be added to this Schedule "A". If not, this section should be removed]

The Contractor will perform the Services no later than the completion dates specified as follows:

Service/Deliverable	Completion Date
<i>(a)</i>	
<i>(b)</i>	
<i>(c)</i>	

SCHEDULE "B"

PAYMENT

1. Pricing

Payments under the Agreement will be as follows:

Service or Deliverable	Fixed Price
<i>Identify deliverable/service item</i>	\$
<i>Identify deliverable/service item</i>	\$
<i>Identify deliverable/service item</i>	\$
Total Fixed Price	\$

2. Expenses/Taxes

All customs duties, excise taxes (including GST), federal, provincial and municipal taxes and other duties, taxes or charges of a similar nature, and all travel, living, and out-of-pocket expenses of the Contractor are included within the Contractor's pricing as specified in this Schedule "B", unless expressly stated otherwise in this Agreement.