



SCHEDULES

REQUEST FOR PROPOSALS PROFESSIONAL CONSULTING SERVICES

Town of Peace River

PEACE REGIONAL POOL BUILDING CONDITION ASSESSMENT

REFP# TPR2023323

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1.0 SCHEDULE "A" – DESCRIPTION OF PROJECT

1.1 Project Overview

- .1 The Town of Peace River requires Professional Engineering/Consultation services to provide a review and detailed report on the existing building and infrastructure of the Peace Regional Pool. This report will assist the Town to understand the existing physical condition and life expectancy of the pool in order to explore options to sustain the integrity of the asset, or plan for future replacements.

1.2 Project Location

- .1 Peace Regional Pool is located at 7201 98 St, Peace River, Alberta.

1.3 Project Background

- .1 The pool was constructed in 1989. The facility includes 6 lanes 25m pool, with a zero-depth adjacent pool connected to the lane area. The slide drops into a small pool and the facility offers a steam room and currently destroyed hot tub.
- .2 The facility received a condition assessment in 2010 with subsequent upgrades and energy efficiency improvements over the following years. The significant activities included the following:

2009- Gas chlorine (SRT System) replaced with a salt chlorine Generator,
Lectranator Pool Pilot system
2009- Top of slide area completely retiled (used Detra matting)
2011 – Roof replacement
2011- Bricked in the patio door on south side of building
2012- Window replacement
2012- installation of new glass wall between lobby and main pool
2012- Main pool regouted – all expansion joints retiled and grouted.
2013- Epoxy grouting of entire deck surface and change rooms
2015- New facility Air Handling Unit

- .3 Facility plan is attached as reference in Schedule "E"

1.4 General

- .1 All elements will be reviewed for compliance with current codes and standards. At a minimum these shall include the current codes in force:
 - .1 National Building Code – Alberta Edition;
 - .2 Canadian Electrical Code;
 - .3 Canadian Plumbing Code;
 - .4 National Energy Code; and
 - .5 Applicable AEDARSA and CSA Standards and regulations.
- .2 Problematic areas requiring further investigation, testing and assessment shall be listed and identified.

- .3 Consultant to identify and prioritize items in terms of:
 - .1 short term upgrades and longer-term upgrades; and
 - .2 Items that pose risk to the Town if not addressed immediately.
 - .4 Details regarding each of the reviewed elements, with observations, shall be detailed in a spreadsheet with pictures, and appended in the report as Appendices.
- 1.5 Project Infrastructure and Buildings Included
- .1 Building Systems
 - .1 The following buildings that will be reviewed for this project include:
 - .1 Peace Regional Pool
 - .2 The building condition assessment (structural, electrical and mechanical) shall be of a visual, nonintrusive, and of a non-destructive type with the exception of the slide area, including the 2nd level setting area.
 - .1 The current slide has been taken out of operation by a consultant secured by the Town, due to the deterioration of the structural foundations and support. Further exploration is required and recommendations for replacement or rehabilitation are requested.
 - .3 The building condition assessments shall focus on:
 - .1 Existing structure and foundations;
 - .2 Building envelope and exterior condition;
 - .3 Building interiors finishes (ceiling, wall and flooring);
 - .4 Building electrical and automation systems;
 - .5 Building mechanical systems; and
 - .6 Building life safety systems.
- 1.6 Out of scope: the hot tub and hot tub filtration system.
- 1.7 Additional considerations:
- .1 The consultant should be aware that the Town has secured a consultant for the development of a new hot tub system.

2.0 SCHEDULE "B" – SERVICES

- 2.1 Project Requirements
- .1 Consultant services will consist of, but not limited to the following:
 - .1 Inspection and review of previous documentation if available, such as:
 - .1 Architectural, structural, mechanical and electrical drawings;
 - .2 Records of repairs/replacement;
 - .3 Maintenance records; and
 - .4 Technical reports.
 - .2 Conduct a detailed, non-destructive assessment of each building element as described in this document, listing all building elements to provide information on current age, physical condition, remaining life expectancy, cost estimates for replacement and options for improvements to maintain the asset, and finally, any risks associated with the options.
 - .3 Calculate and provide a prioritized list of required repairs, retrofits and

replacement of existing building elements, and provide short- and long-term schedules outlining future replacement date and cost.

- .4 Include in all calculations the cost for future replacement, including asbestos remediation costs if applicable.
 - .5 Develop and incorporate 10-year cost projections, which list each of the identified elements that will require repairs, retrofits and replacement. Identify clearly all financial factors and assumptions to be used in the cost projections, such as inflationary estimates applied.
 - .6 Recommendations for the most cost-effective and sustainable options for maintaining and improving the pool.
 - .7 Special attention to recommendations for the extension of the life of the facility.
 - .8 Photograph examples of deficiencies with a digital camera and include electronic copies with the report.
- .2 The Consultant will discuss with the Town's Representatives when issues arise. The Town's Representatives will be the Recreation Facilities Coordinator and Director of Community Services, who will be the main contacts for this study. The Town's Representative will coordinate all activities.
 - .3 The Consultant will be required to prepare a time schedule of each of their visits to enable the Town's Representatives to give timely notice to the Town. The schedule will be provided within five (5) working days of the contract award.
 - .4 Access to properties will be provided during normal business hours, Monday through Friday. After hours and weekend access may be permitted.

2.2 Assessment Requirements

- .1 General
 - .1 In general, assessments shall include, but are not limited to, as they are applicable to each asset.
 - .2 Each asset is to be generally assessed as per current code compliance. Items that are deemed critical to life safety shall be brought to the attention of the owner.
 - .3 Where an asset is permitted to continue under previous codes, it should be noted that the asset must be brought up to current code when replaced or changed.
- .2 Buildings shall be assessed for:
 - .1 Structural including foundations;
 - .2 Building envelope and exterior (cladding roofing, windows etc.);
 - .3 Building interior (walls, ceiling, flooring etc.);
 - .4 Electrical and automation systems;
 - .5 Building mechanical systems (HVAC, plumbing); and
 - .6 Life safety systems.
- .3 Filtration System Equipment shall be assessed for:
 - .1 Electrical and automation systems; and
 - .2 Process Mechanical systems (valves, pumps, flanges, instrumentation etc.).

- .3 Optional items
 - .1 Recommendation for changes from the salt chlorine Generator.
 - .2 Camera lines of filtration system.

.4 Assign condition rating to assets and sub-assets using the matrix below:

Condition Rating			
Rating	% Lifecycle Remaining	Condition Description	Action
1	80 to 100	Very Good	No immediate action required
2	60 to 79	Good	Action required within next 5 years
3	40 to 59	Fair	Action required within next 2 years
4	20 to 39	Poor	Action required within next year
5	under 19	Very Poor	Immediate Action required

.5 Prioritize all repair/retrofit/replacement assets of the buildings and infrastructure using the risk matrix below:

Priority Rating						
Failure Risk Probability		Risk Severity				
		Catastrophic	Hazardous	Major	Minor	Negligible
		A	B	C	D	E
Imminent	5	5A	5B	5C	5D	5E
Critical	4	4A	4B	4C	4D	4E
Possible	3	3A	3B	3C	3D	3E
Unlikely	2	2A	2B	2C	2D	2E
Remote	1	1A	1B	1C	1D	1E

2.3 Recording and Reporting

- .1 Provide all detailed data in an MS Excel spreadsheet and accompanied by a report.

2.4 Life Expectancy Assumptions

- .1 Provide the estimations of the remaining life expectancies of the common element components based on an assessment of their present condition and effective age made during visual review of the assets.

2.5 Cost Estimates

- .1 Cost estimates shall be minimum Class C (+/-25%)
- .2 Cost estimates to include:
 - .1 Material;
 - .2 Labour;
 - .3 Freight at 10%;
 - .4 Contractor Profit and Overhead at 10%;
 - .5 Anticipated engineering fees for design, tender administration and construction administration;

- .6 Town internal costs at 10%; and
- .7 Project Contingency applied to above at 10%.

3.0 SCHEDULE "C" – FEES

3.1 Fees

- .1 Fees are to be submitted for the work described in Schedule "B".
- .2 The Consultant is responsible for noting any exclusions to the services to be provided. If there are any services that are not identified in the Request for Proposals but are essential for the successful completion of the project the Consultant is to identify them and provide a separate fee to complete.

4.0 SCHEDULE "D" – IDEMNIFICATION

4.1 The following are a list of Consultants, Agents and Town Representatives to be indemnified by the Selected Consultant:

- .1 Town of Peace River Staff, and members of the Town Council.

5.0 SCHEDULE "E" – FACILITY PLANS

Facility plans are attached as a separate document.

6.0 SCHEDULE "F" - SAMPLE AGREEMENT

Sample Agreement attached on following pages.

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 #[Click or tap here to enter text.](#) (the "Choose an item.") to carry out work generally described as:

Peace Regional Pool Condition Assessment

(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 [Choose an item..](#) 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) Choose an item.; 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. Choose an item.
 - 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:

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

(c/s)

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

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

(c/s)

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