

# **Request for Proposal for Municipal Engineering Services (3-Year Agreement)**

## **Request for Proposal No.: 2026-01-ICG**

Issued: January 12, 2026

Submission Deadline: **February 4, 2026, 4:00 p.m. MST**

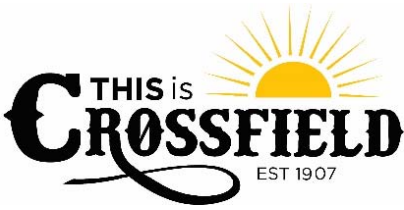
RFP Contact: Steve Altena

Telephone: 403-946-5565 ext. 223

Email: [stevea@crossfieldalberta.com](mailto:stevea@crossfieldalberta.com)

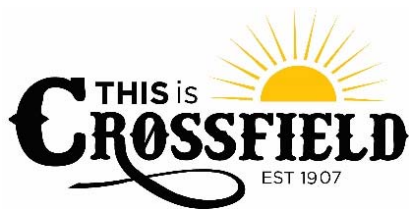
Posted to: Alberta Purchasing Connection at <https://purchasing.alberta.ca/>  
Town of Crossfield website at <https://crossfieldalberta.com/p/opportunities>

1005 Ross Street | P.O. Box 500 | Crossfield, AB. T0M 0S0 | (403) 946-5565



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## 1. INTRODUCTION

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The Town of Crossfield (the “Town”) invites proposals from qualified engineering consultants (the “Proponent”) to deliver professional Municipal Engineering Services on an as-required basis. Services may include, but are not limited to, general engineering support; development engineering support; infrastructure planning; transportation engineering; water and wastewater engineering; stormwater engineering; and support for operating and capital projects.

Qualified proponents shall demonstrate in their proposal their ability to deliver the full scope of Municipal Engineering Services as further detailed in this Request for Proposal (RFP). Detailed submission requirements, evaluation criteria, and qualification requirements are provided herein.

The RFP documents are publicly available through the Alberta Purchasing Connection (APC) website, and the Town’s website. Please note that there will be no public opening of the proposals received.

## 2. BACKGROUND

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The Town of Crossfield is a rapidly growing community with a strong industrial base, located approximately 50 km north of Calgary, Alberta, along Highway 2A. The Town has experienced annual population growth of approximately 4% to 5% in recent years and had a population of 4,211 as of 2024.

To support ongoing community growth, the Town is committed to proactively maintaining existing infrastructure and developing new infrastructure, and is seeking an engineering consultant to assist with these efforts.

## 3. OBJECTIVE

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The objective of this Request for Proposal (RFP) is to select the most qualified Proponent capable of providing Municipal Engineering Services to the Town in the following areas:

- a. General Engineering Support
- b. Development Engineering Support
- c. Infrastructure Planning
- d. Transportation Engineering
- e. Water and Wastewater Engineering
- f. Stormwater Engineering
- g. Support for Operating and Capital Projects

The Town seeks a Proponent who will collaborate effectively with Town staff and other stakeholders, demonstrate flexibility to meet evolving needs, and ensure compliance with all applicable codes, standards, and best practices. The successful Proponent must deliver high-quality services in a timely and responsive manner, while providing cost-effective and innovative solutions to maximize value for the Town.

The Town intends to enter a three (3) year agreement with the successful Proponent, with the option to extend the agreement for an additional two (2) years, for a total potential contract term of five (5) years.

## 4. SCOPE OF WORK

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The successful Proponent will propose a team of qualified professionals capable of delivering the range of Municipal Engineering Services as outlined below. The Proponent shall act exclusively on behalf of the Town of Crossfield for all matters related to this engagement and must not represent developers or other parties within the Town during the term of the contract to avoid any conflicts of interest.

This scope of work is not exhaustive but provides Proponents with a reasonable understanding of the type of services that may be required. Proponents are encouraged to review the Town's municipal planning documents located at <https://www.crossfieldalberta.com/p/municipal-plans>. The Town adheres to engineering standards and specifications established by the City of Calgary.

### 4.1. General Engineering Support

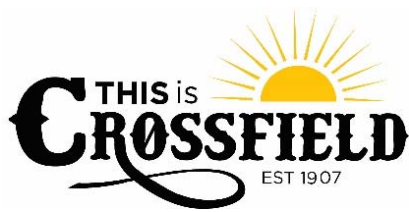
The successful Proponent will assist the Town in a variety of general engineering tasks, including, but not limited to:

- a. Reviewing and coordinating shallow utility installations.
- b. Responding to periodic engineering inquiries from the Town.
- c. Reviewing and interpreting existing or new technical documentation pertaining to Town matters.
- d. Ensuring organized and timely delivery of all technical information generated or received by the Proponent to support Town record-keeping.
- e. Supporting or representing the Town on an as-needed basis before provincial government departments, other municipalities, the Nose Creek Watershed Partnership, Mountain View Regional Water Services Commission and other relevant entities.
- f. Coordinating with the province and federal authorities regarding municipally designated roadways, water and wastewater infrastructure approvals, funding agreements, and grant opportunities.
- g. Supporting the Town's Asset Management activities, including asset inventory, assessment, condition assessment, valuation, and infrastructure renewal planning.
- h. Preparing feasibility studies encompassing Town needs assessments, operational analyses, alternative concepts, economic valuations, environmental studies, and site location studies.

### 4.2. Development Engineering Support

Acting as the Town's Development Engineer, the Proponent will provide technical support for all planning and development applications, including but not limited to:

- a. Reviewing and becoming familiar with the Town's Master Plans to understand their implications on new development.
- b. Providing strategic guidance on the impacts of new development on the Town's infrastructure, with a focus on assisting the Town to manage its risk and make informed decisions.
- c. Attending pre-application meetings with Town staff and applicants.
- d. Reviewing planning and development applications and advising the Town on necessary technical documentation required to support the application.
- e. Conducting detailed reviews of planning and development technical documentation for geotechnical, transportation, water, wastewater, stormwater, landscaping, erosion and sedimentation control, environmental and other development related engineering matters.



- f. Preparing recommendations for subdivision and development permit conditions in consultation with the Town and its Planner.
- g. Drafting development agreements, servicing agreements, cost contribution and recovery agreements, easement and rights-of-way agreements, and any other development-related contracts.
- h. Conducting regular site visits during active development phases of large or multi-phased projects to ensure compliance with development agreements and Town policies and bylaws.
- i. Conducting Construction Completion Certificate (CCC) and Final Acceptance Certificate (FAC) inspections and issuing such certificates.
- j. Attending required meetings and site throughout the development process.
- k. Assisting the Town with compiling Tangible Capital Assets (TCAs) annually for new infrastructure receiving FAC.

#### 4.3. **Infrastructure Planning**

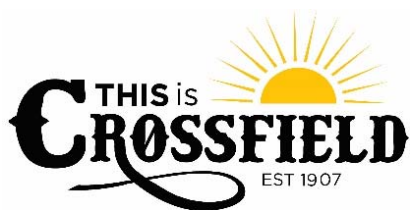
An important aspect of the scope is to thoroughly understand the Town's context, including the current condition of existing infrastructure and anticipated future infrastructure requirements to support growth. The Town expects the successful Proponent to actively assist in planning for these future infrastructure needs. The scope of work may include, but is not limited to:

- a. Reviewing existing technical Master Plans, statutory planning documents, engineering studies, asset inventories, condition assessments, and growth projections.
- b. Assisting with condition assessment for roads, water, wastewater, stormwater, and other infrastructure systems.
- c. Working with Town staff to identify deficiencies, operational issues and system constraints that may affect current and future development.
- d. Advising on future technical study needs and requirements and appropriate timing.
- e. Evaluating growth projections to determine the need for plan and study updates.
- f. Collaborating with Town staff to develop a 10-year capital planning program prioritizing projects based on need, risk, phasing opportunities and funding availability.
- g. Preparing preliminary cost estimates to support budgeting.
- h. Participating in strategic infrastructure planning sessions with Town staff, elected officials, and other stakeholders.

#### 4.4. **Transportation Engineering**

The Town is committed to providing a safe, efficient, and multi-modal transportation system. The successful Proponent will assist by:

- a. Reviewing roadside safety concerns and recommending mitigation measures such as signage, geometric improvements, barriers and other appropriate design standards.
- b. Conducting surface condition evaluations of road, pathway and sidewalks, and recommending rehabilitation or maintenance strategies.
- c. Providing full engineering services from concept through construction for road improvement and active transportation projects as required (see Section 4.7).



#### 4.5. **Water/Wastewater Engineering**

The Town's potable water is supplied by the Mountain View Regional Water Services Commission and distributed via approximately 27 km of watermain. Wastewater is collected via approximately 32 km of sewer mains and treated at lagoon facilities, with treated effluent discharged annually to Nose Creek. The Proponent will:

- a. Support the Town's participation with the Mountain View Regional Water Services Commission by reviewing and advising on relevant documents and projects.
- b. Assist with pump capacity analysis, control logic, instrumentation review, and monitoring at lift stations, lagoon and reservoir facilities.
- c. Provide full engineering services from concept through construction for water and wastewater projects (see Section 4.7).
- d. Serve as the Town's "Owner's Engineer" for the planned lagoon polishing treatment system design-build project scheduled for design in 2026 and construction in 2027.

#### 4.6. **Stormwater Engineering**

The Town's stormwater drainage consists primarily of overland flow to ditches, swales and culverts draining to Nose Creek or Crossfield Creek, with underground systems in the downtown and newer neighbourhoods. Challenges include ponding caused by insufficient slopes, geometry issues, and aging infrastructure. The Proponent will:

- a. Review and survey drainage-deficient areas to develop conceptual alternatives for improvement.
- b. Perform full engineering services from concept through construction for drainage improvement projects as required (see Section 4.7).
- c. Support the Town's involvement with the Nose Creek Watershed Partnership by reviewing and advising on related documents and initiatives.

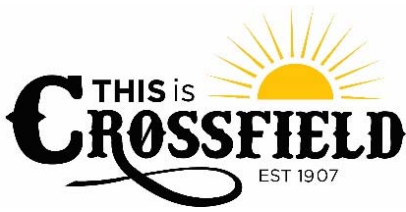
#### 4.7. **Operating and Capital Projects**

##### 4.7.1. Awarding of Projects

The Town may engage the successful Proponent directly for operating and capital projects where consulting fees are less than \$75,000. Typical projects may include:

- a. Roadside safety enhancements
- b. Geometric road improvements
- c. Pavement rehabilitation or resurfacing
- d. Sidewalk rehabilitation
- e. Hydrant and valve repairs and replacements
- f. Water and wastewater main replacements
- g. Stormwater and drainage improvements
- h. Deep utility repairs
- i. Minor lift station, water reservoir, and lagoon improvements

While the Town may work directly with the successful Proponent for such projects, it reserves the right to solicit proposals from other consultants at its discretion. The Proponent may also be



requested to act as “Owner’s Engineer” on larger or more complex projects, and to provide technical oversight for the Town.

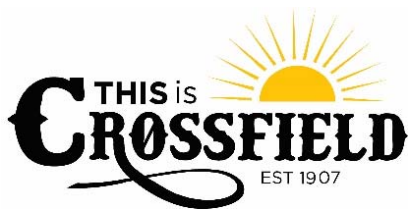
#### 4.7.2. General Project Services

General project services for operating and capital projects may include, but are not limited to:

- a. Project management of design, procurement, and contract administration, including regular progress meetings with the Town.
- b. Reviewing and familiarization with existing project reports and documentation.
- c. Preparation of concepts, preliminary designs and cost estimates.
- d. Coordination of shallow utility crossings and approvals.
- e. Conducting detailed surveys of existing features.
- f. Preparation of detailed designs in accordance with the City of Calgary standards, other relevant standards and best management practices.
- g. Identification of innovative strategies to add value and reduce short- and long-term costs.
- h. Procurement management including the preparation of tender documents, evaluation, recommendation, and contract award.
- i. Compliance with all site safety requirements and active monitoring of contractor safety practices and activities.
- j. Interpretation of designs and provision of engineering support during construction.
- k. Quality assurance inspections, surveys, and testing aligned with City of Calgary standards.
- l. Site inspection and contract administration during construction, including commissioning support.
- m. Review and approval of traffic accommodation, detour, and erosion control plans.
- n. Monitoring and approval of contractor material quantities.
- o. Management of project budget and schedule, including documentation and recommendation of change orders.
- p. Preparation of monthly progress payment estimates and provision of recommendations to the Town.
- q. Project close-out activities, including preparation of final documentation, record drawings, and final payment recommendations.
- r. Provision of engineering support for CCC, warranty periods, and FAC processes.
- s. Attendance at regular site meetings with the Town and contractor throughout construction.

#### 4.7.3. Capital Planning and Project Initiation

For individual project awards, the Town may request brief letter proposals to confirm project scope, schedule, and costing. The Town’s 10-year capital plan is included in Appendix B and provides an overview of anticipated infrastructure projects.



5. TIMELINES AND COMMUNICATION

The Town expects the successful Proponent to maintain prompt, proactive communication with the Town, and must demonstrate a high level of responsiveness to all Town requests. This includes timely availability for regular update meetings and consistently meeting deadlines for development reviews and project deliverables.

For communication outside of defined operating or capital projects, the successful Proponent shall commit to the response times and meeting frequencies, as outlined in the Communication and Response Time schedule below:

Communication and Response Time Schedule

Item	Response Time/Frequency
Update Meetings	Once per month.
Town/Developer Inquiries	Initial response within 3 business days; follow-up on technical matters within an agreed timeframe.
Development Circulations	Response within 21 calendar days
Development or Third-Party Technical Reviews	First set of review comments within 21 calendar days of receiving document.  Second or subsequent set of review comments within 14 calendar days of receiving revised document.  Response to Town or applicant questions on comments within 3 business days.

The Town and the successful Proponent may mutually agree to adjust these timelines as necessary, considering the context and urgency of individual items.



## 6. RFP SCHEDULE

The following table outlines the typical events and dates associated with this Proposal process. This schedule is provided for guidance only and is subject to change at the sole discretion of the Town. The Town reserves the unqualified right to modify, postpone, or cancel any aspect of the schedule by issuing an addendum.

Issue Date of RFP	January 12, 2026
Deadline for Questions	January 26, 2026 @ 4:00 p.m.
Deadline for Issuing Addenda	January 29, 2026
<b>Proposal Submission Deadline</b>	<b>February 4, 2026 @ 4:00 p.m.</b>
Proposal Review Period	5 business days
Anticipated Ranking of Proponents	February 11, 2026
Agreement Negotiation Period	10 business days
Anticipated Execution of Agreement	February 25, 2026

Proposals will be privately opened at 9:00 a.m. on the Tuesday following the closing date, at the Town Office located 1005 Ross Street, Crossfield, Alberta.

## 7. SUBMISSION DETAILS

### 7.1. Submission Address

Proposals clearly marked "**Crossfield Municipal Engineering Services**" shall be submitted to:

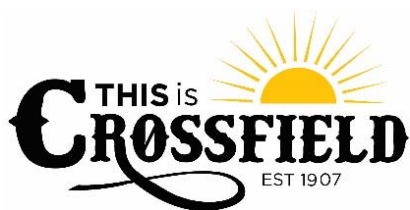
Town of Crossfield  
Attention: Steve Altena,  
1005 Ross Street, P.O Box 500  
Crossfield, Alberta T0M 0S0

### 7.2. Submission Requirements

- Proposals must be received by the Town of Crossfield by the stated closing time.
- Proposals must be duly signed and submitted via e-mail to [stevea@crossfieldalberta.com](mailto:stevea@crossfieldalberta.com).
- Late submissions will not be accepted.
- Submission Deadline:** February 4, 2026, at 4:00 p.m. Mountain Standard Time (MST).

### 7.3. Inquiries

All inquiries related to this RFP should be submitted in writing to Steve Altena at [stevea@crossfieldalberta.com](mailto:stevea@crossfieldalberta.com) no later than **4:00 p.m. MST on January 26, 2026**. Responses to all questions received will be compiled into a single document and posted by 4:00 p.m. MST on January 29, 2026, on both the Alberta Purchasing Connection and the Town's website.



**7.4. Proposal Content**

Proponents should provide comprehensive information addressing each point in the RFP. Any provisions with which the Proponent is unwilling or unable to comply must be clearly identified. Failure to comply with specific provisions may result in rejection of the Proposal.

**7.5. Addenda and Clarifications**

Questions deemed critical for proposal preparation will be answered through written addenda, which will be posted on the Alberta Purchasing Connection (APC) website and the Town's website, at the Town's discretion. The Town is not obligated to respond to inquiries received after the Deadline for Questions. Verbal responses from Town staff or consultants are not binding.

**7.6. Extension of Submission Deadline**

If an addendum is issued after the Deadline for Issuing Addenda, the Town may extend the Submission Deadline for a reasonable period.

**7.7. Ownership and Confidentiality**

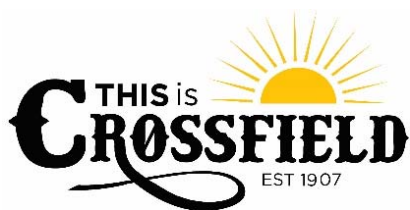
All submitted Proposals become the property of the Town and are subject to disclosure under Alberta's Access to Information Act (ATIA). Proponents wishing to protect confidential or proprietary information must clearly identify such information as trade secrets supplied in confidence, which if released, could harm their competitive position, or interfere significantly with the negotiating position of a third party. Information not meeting these criteria may be subject to disclosure with notice. Proponents are encouraged to consult the ATIA for further information.

**7.8. Proposal Amendments**

Proponents may amend their Proposal prior to the Submission Deadline by submitting the amendment in a sealed package clearly marked with the RFP title and number, along with the Proponent's full legal name and return address. Amendments must clearly specify which part of the Proposal they intend to modify or replace.

**7.9. Withdrawal of Proposals**

Proponents may withdraw their Proposal at any time prior to execution of a written agreement by submitted a signed withdrawal notice to the RFP Contact. Withdrawn Proposals will not be returned.



## 8. PROPOSAL CONTENT AND REQUIREMENTS

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Proposals should be organized in the following format to facilitate evaluation and ensure each Proposal receives fair consideration.

### 8.1. **Submission Letter**

Must be dated and signed by principal authorized to negotiate, make commitments and provide clarifications on behalf of the Proponent.

### 8.2. **Proposal Form**

Must be completed and must include the Proposal Form as set out in Appendix A.

### 8.3. **Executive Summary**

Must highlight relevant points in the Proposal, including an overview of the project schedule and costs.

### 8.4. **Proponent Profile**

Must include:

- a. A brief introduction of the Proponent, identifying members of the project team, the project lead and corporate oversight.
- b. Identification of the primary point of contact.
- c. Details of any sub-contracting arrangements, including sub-contracted team members.
- d. Any changes in project team members must be disclosed to the Town, and the Proponent shall ensure such changes do not negatively impact the quality and timeliness of service delivery.

### 8.5. **Proponent Information**

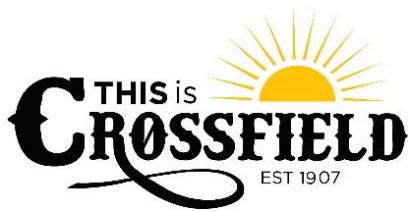
Proposals should be detailed enough to demonstrate how the Proponent's expertise, staff and resources best meet the needs of the Town as described in this RFP. This section must include:

- a. Corporate background, expertise and standard procedures.
- b. Corporate organizational chart.
- c. Current total staffing levels and capacity for completing the scope of work.
- d. Summary of relevant experience (maximum five pages), including examples of providing similar municipal services.
- e. Three (3) municipal references related to similar work that can attest to the quality, accuracy and professionalism of the Proponent and its personnel.

### 8.6. **Approach**

Must include:

- a. Description of the Proponent's approach to deliver municipal engineering services to the Town including key staff availability, communication strategies, and responsiveness to Town requests.
- b. Description of any value-added or supplementary services relevant to this RFP.



#### 8.7. **Rate Sheet**

Must include:

- a. A 2026 rate sheet for all key personnel as well as any support positions (i.e. junior and intermediate staff, technologists, administrative support etc.) necessary to support the scope of work described in Section 4.
- b. Hourly rates exclusive of taxes, expenses or disbursements.
- c. All rates and expenses must be stated in Canadian Dollars.
- d. The Proponent's disbursement and expense policy as applies to the scope of work.
- e. The Proponent's approach to rate adjustments for future years (2027 and beyond), noting that annual increases shall not exceed the Alberta Consumer Price Index (CPI).
- f. The Proponent's approach to billing travel time and expenses for team members.

#### 8.8. **Safety**

The Proponent shall describe their safety program, including relevant policies and procedures that ensure safe conduct of work.

#### 8.9. **Appendices**

Must include:

- a. Resumes of all key team members.
- b. Safety and insurance information, confirming:
  - i. Valid certificates of insurance:
    - Comprehensive General Liability Insurance coverage of at least of \$5,000,000.
    - Comprehensive Automobile Liability Insurance coverage of at least of \$2,000,000.
  - ii. Current Workers' Compensation Board (WCB) Clearance Letter.
  - iii. Valid Certificate of Recognition (COR).
  - iv. Table of contents of the Proponent's safety program.

## 9. **EVALUATION AND SELECTION**

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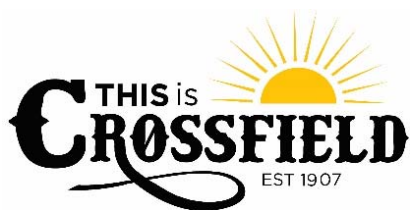
The evaluation process will incorporate both qualitative and quantitative elements to determine the overall value each Proposal offers to the Town of Crossfield. While cost is a significant factor, it will not be the sole determinant. All Proposals will be reviewed by a team of Town personnel.

The Town may request additional information from the Proponents and/or third parties to verify, clarify, or supplement Proposal content. Submissions may be re-revisited and re-evaluated based on any such information.

#### 9.1. **Evaluation Criteria and Weighting**

Proposals from qualified Proponents will be evaluated against the following criteria. Each criterion is assigned a weighting, and Proposals will be scored from 0 to 10 for each. The weighted scores will be totaled to determine the final ranking.

Criteria	Weighting	Score
<b>Understanding of Requested Services</b> Demonstrate understanding of the scope, limitations, and intent of the services requested. Unique insight into service requirements and knowledge of Town specific considerations (i.e., infrastructure, policies, standards, etc.), and prior consulting experience within the Town are considered advantageous.	20%	0-10
<b>Qualifications and Experience</b> Demonstrates the Proponent's corporate qualifications and experience relevant to the scope of services. Includes a clear description of each key team member's knowledge and experience with similar projects, highlighting their specific areas of expertise.  The following minimum information is required: <ul style="list-style-type: none"> <li>• Highlight relevant experience and expertise with a similar scope of work.</li> <li>• Provide three (3) municipal references where the company has completed comparable projects.</li> <li>• Includes resumes of key personnel, identify primary point of contact, key technical staff, and corporate oversight personnel resumes.</li> </ul>	20%	0-10
<b>Approach, Timelines and Communication</b> Clear approach to service delivery, including key staff availability, communication responsiveness, and ability to meet timelines.	20%	0-10
<b>Cost of Services</b> The Town will evaluate and compare the submitted rate sheets using a method of its choosing.	25%	0-10
<b>Supplementary Services</b> Additional value-added services relevant to the RFP.	10%	0-10
<b>Quality of Proposal</b> Overall presentation, clarity, and thoroughness of the Proposal.	5%	0-10



### Scoring Scale (Non-Monetary Criteria)

Points will be assigned for each applicable criterion based on the information provided in the proposal response. Scores may be adjusted based on reference checks and other independently verified information. Scoring will be on a scale of 0 to 10, defined as follows:

Non-Monetary Scoring Points	Description
9 – 10	Fully exceeds expectations. Proponent clearly understands the requirements. <b><i>Excellent probability of success.</i></b>
7 – 8	Somewhat exceeds expectations. <b><i>High probability of success.</i></b>
5 – 6	Meets expectations. Proponent has a good understanding of the requirements. <b><i>Good probability of success.</i></b>
3 – 4	Somewhat meets expectations. Minor weakness or deficiencies. <b><i>Some probability of success.</i></b>
1 - 2	Does not meet expectations/ does not demonstrate an understanding of the requirements. <b><i>Low probability of success.</i></b>
0	Lack of response or complete misunderstanding of the requirements. <b><i>Very low probability of success.</i></b>

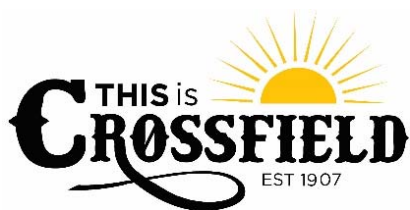
### Additional Information

- Point for monetary criteria will be assigned using a relative pricing formula, with the lowest cost receiving full points and others receiving a proportional score.
- The Town may short-list Proponents based on initial evaluations. Short-listed Proponents may be requested to provide a formal presentation at their own expense.
- In the event of a tie in total points, the Proposal with the lowest price will be selected.

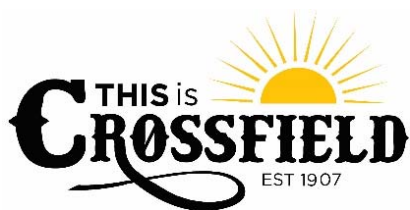
## 10. OTHER TERMS AND CONDITIONS

In responding to this RFP, and to be eligible for consideration, each respondent must submit a completed and signed proposal package that, among other things, acknowledges its acceptance of the RFP Terms of Reference and Governing Law as contained hereunder:

- 10.1. This RFP process is not intended to create a formal legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal Contract, a binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract and instead shall be governed by the common law applicable to direct commercial negotiations.



- 10.2. The Town makes no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents, the general scale and scope of the deliverables. It is the Proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.
- 10.3. Neither party shall have the right to make any claims (in contract, or otherwise) against the other with respect to the award of a contract, the failure to award a contract, or the failure to honour a proposal.
- 10.4. The respondent will bear its own costs associated with, or incurred in, the preparation and presentation of its proposal package, including, if applicable, costs incurred for interviews, demonstrations, certificates or the like.
- 10.5. No legal obligation regarding the procurement of any goods or service shall be created between the respondent and the Town until the Town accepts the respondent's offer in writing.
- 10.6. The Town will not return the submission, or any accompanying documentation submitted by a respondent.
- 10.7. Proposals are to be submitted in English only.
- 10.8. The Town may elect not to consider a respondent whose proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.
- 10.9. The Town reserves the right to ensure that the successful proponent is exclusive and solely working for the Town in all dealings within the Town of Crossfield and not representing developers within the community as well. This will be considered a conflict of interest.
- 10.10. The Town may prohibit a respondent from participating in a procurement process based on poor past performance or inappropriate conduct. Such inappropriate conduct shall include but is not limited to:
  - a. The submission of quotations containing misrepresentations or any other inaccurate, misleading, or incomplete information;
  - b. The refusal of the respondent to honour its pricing or other commitments made in its proposal;
  - c. Any other conduct, situation, or circumstance, as solely determined by the Town, which constitutes a Conflict of Interest.
- 10.11. The parties also acknowledge that these terms:
  - a. Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
  - b. Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations);



- c. Are to be governed by, and interpreted and construed in accordance with, the laws of the province of Alberta and the federal laws of Canada applicable therein;

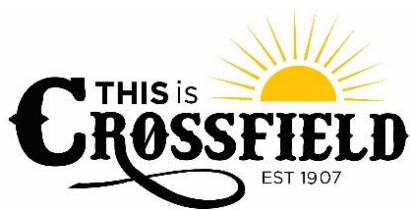
- 10.12. During the term of the agreement, should the awarded Proponent become involved with a company merger or acquisition, the Town will have the option to either retain the new company or proceed with an RFP process by giving 60 days' notice to the Proponent.
- 10.13. Period of commitment: Proposals shall be final for 90 days from this RFP's closing date and time and may not be altered by subsequent offerings, discussions, or commitments unless the Proponent is requested to do so by the evaluation team.
- 10.14. Proposal rejection: The evaluation team may reject any or all Proposals or cancel this RFP process at any time.

## **11. AWARD OF PROPOSAL**

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- 11.1. The Town reserves the right to reject any or all Proposals or to accept the proposal deemed most favorable to the Municipality. All Proposals must be signed by a principal of the responding company.
- 11.2. Although the intended outcome is to enter into an agreement with a selected Proponent, the solicitation of Proposals does not in any way commit the Town to accept any Proposal or enter into a formal agreement with any organization. A draft Service Agreement is presented in Appendix C.
- 11.3. The Town reserves the right to waive formalities, reject any or all Proposals, or to accept a Proposal in part or in whole if deemed most favorable to the Town. The lowest rate/fee of any proposal may not necessarily be accepted.
- 11.4. The Town reserves the right to negotiate with any or all Proponents, including those Proponents that have submitted a Proposal that does not fully comply, either in material or non-material ways, with the RFP requirements.
- 11.5. Following the evaluation of Proposals, the Town intends to enter into agreement with the top-ranked Proponent which has been determined to have the ability to best meet the needs and expectations of the Town, and who offers the best overall content and value. A Proponent invited to enter into agreement negotiations should be prepared to provide requested information in a timely fashion and conduct its negotiations expeditiously.
- 11.6. If the Town and top-ranked Proponent cannot conclude negotiations and finalize an agreement, the Town may discontinue negotiations with the top-ranked Proponent and may invite the second ranked Proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more eligible Proponents remaining for negotiations, or until the Town elects to cancel this RFP process.





**APPENDIX A – PROPOSAL FORM**

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## APPENDIX A – PROPOSAL FORM

Proponents are instructed to complete the Proposal Form below and include it in their proposal submission.

### 1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

### 2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Town and the proponent unless and until the Town and the proponent execute a written agreement for the Deliverables.

### 3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

#### 4. Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

#### 5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the Town prior to the RFP submission deadline. The proponent must set out below the number of each addendum received:

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#### 6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

#### 7. Conflict of Interest

Proponents must declare all potential Conflicts of Interest. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the Town within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- ☐ The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

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#### **8. Disclosure of Information**

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Town to the advisers retained by the Town to advise or assist with the RFP process, including with respect to the evaluation this proposal.

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Signature of Witness

---

Signature of Proponent Representative

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Name of Witness

---

Name of Proponent Representative

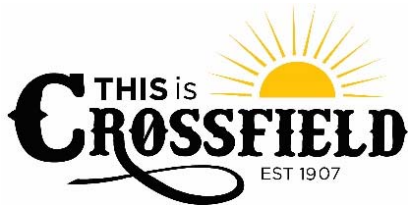
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Title of Proponent Representative

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Date

I have the authority to bind the proponent.



## APPENDIX B – 10-YEAR CAPITAL PLAN

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## 2026 – 2025 Capital and Fleet Plans

### Debt-Supported Projects

Project	2026 Budget	2027 Forecast	2028 Forecast	2029 Forecast	2030 Forecast	2031 Forecast	2032 Forecast	2033 Forecast	2034 Forecast	2035 Forecast	Total
<b>COMMUNITY SERVICES</b>											
<b>Asset Assessment</b>											
Fire Service Master Plan	36,000	-	-	-	-	-	-	-	-	-	36,000
<b>Asset Improvement</b>											
Arena Front Door and Bleacher Accessibility Improvement Project	25,000	20,000	-	-	-	-	-	-	-	-	45,000
Upgrade Fire Training Grounds	-	100,000	-	-	-	-	-	-	-	-	100,000
Upgrade/Replace Bleachers	-	-	-	-	-	110,000	-	-	-	-	110,000
Renovate/Upgrade Concession	-	-	-	-	260,000	-	-	-	-	-	260,000
<b>Asset Maintenance</b>											
Re-Paint Hall Interior (throughout)	-	-	40,000	-	-	-	-	-	-	-	40,000
Arena Dressing Room Shower & Vanity Updates	72,000	-	-	-	-	-	-	-	-	-	72,000
Upgrade Walk-in Cooler	-	-	-	-	50,000	-	-	-	-	-	50,000
McCaskill Park Concession Building	-	75,000	-	-	-	-	-	-	-	-	75,000
Renovate Lobby Bathrooms	-	-	80,000	-	-	-	-	-	-	-	80,000
Renovate all Bathrooms in Hall (lobby, kitchen, dressing rooms)	-	-	-	-	-	-	-	-	110,000	-	110,000
Pathway Repair & Replacement	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	500,000
<b>Asset Replacement</b>											
Peace Officer Patrol Vehicle Dash Camera	21,850	-	-	-	-	-	-	-	-	-	21,850
Commercial Bunker Gear extractor (washing Machine)	-	22,000	-	-	-	-	-	-	-	-	22,000
Hydraulic Vehicle Extrication Tools	-	-	-	-	-	80,000	-	-	-	-	80,000
Community Hall Stove (double-decker stand convection)	-	-	-	-	-	-	15,000	-	-	-	15,000
Community Hall Tables (throughout)	-	-	-	-	-	-	15,000	-	-	-	15,000
Community Hall Chairs (throughout)	-	-	-	-	-	50,000	-	-	-	-	50,000
Community Hall Emergency Exit Doors	-	-	-	-	-	-	-	20,000	-	-	20,000
Community Hall Dishwasher	-	-	-	-	-	25,000	-	-	-	-	25,000
Community Hall Carpet	-	30,000	-	-	-	-	-	-	-	-	30,000
Community Hall Furnace	-	75,000	-	-	-	-	-	-	-	-	75,000
Skate Park Replacement	-	-	900,000	-	-	-	-	-	-	-	900,000
Playground Replacement Program	-	150,000	150,000	150,000	150,000	150,000	150,000	-	-	-	900,000
Self-Contained Breathing Apparatus	-	-	-	-	-	-	-	-	400,000	-	400,000
Computer Purchase & Replacement Program	17,000	-	-	-	-	-	-	-	-	-	17,000
<b>New Asset</b>											
AFRRCS Radio System Upgrade	11,000	11,000	11,000	-	-	-	-	-	-	-	33,000
Tennis &/or Pickleball Courts at Old Skate Park	-	-	-	60,000	-	-	-	-	-	-	60,000
Propane Fire Training Props	-	-	75,000	-	-	-	-	-	-	-	75,000
Install Bathrooms in Amery Park	-	-	-	-	-	200,000	-	-	-	-	200,000
Install Pathway Through McCaskill Park	-	-	-	-	250,000	-	-	-	-	-	250,000
Live Fire Training Building	-	-	-	300,000	-	-	-	-	-	-	300,000
Install Second Playground in McCaskill Park	-	-	-	-	-	-	150,000	-	-	-	150,000
Parks Shop Expansion	-	-	-	-	350,000	-	-	-	-	-	350,000
<b>TOTAL COMMUNITY SERVICES</b>	<b>232,850</b>	<b>533,000</b>	<b>1,306,000</b>	<b>560,000</b>	<b>1,110,000</b>	<b>665,000</b>	<b>380,000</b>	<b>70,000</b>	<b>560,000</b>	<b>50,000</b>	<b>5,466,850</b>

# Debt-Supported Projects

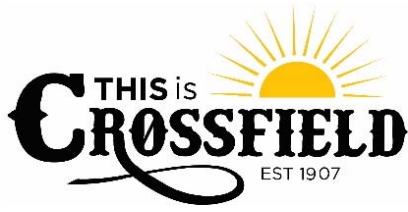
Project	2026 Budget	2027 Forecast	2028 Forecast	2029 Forecast	2030 Forecast	2031 Forecast	2032 Forecast	2033 Forecast	2034 Forecast	2035 Forecast	Total
<b>INFRASTRUCTURE &amp; COMMUNITY GROWTH</b>											
<b>Asset Improvement</b>											
West Lift Station New Pump + Digester	100,000	50,000	-	-	-	-	-	-	-	-	150,000
Cemetery Expansion Design, Build	100,000	1,200,000	-	-	-	-	-	-	-	-	1,300,000
Twp Rd 284A Resurfacing - Hwy 2A to Industrial Park (730 m)	50,000	1,250,000	-	-	-	-	-	-	-	-	1,300,000
Pave Railway Street Alleys - Smith to Nanton (80 m)	-	75,000	-	-	-	-	-	-	-	-	75,000
Pave Railway Street Alleys - Nanton to Hammond (80 m)	-	-	75,000	-	-	-	-	-	-	-	75,000
Pave Railway Street Alleys - Hammond to Olser (80 m)	-	-	-	75,000	-	-	-	-	-	-	75,000
Pave Railway Street Alleys - Olser to Chisholm (80 m)	-	-	-	-	75,000	-	-	-	-	-	75,000
Lagoon Aeration Anaerobic Cell Expansion	-	-	-	-	1,100,000	-	-	-	-	-	1,100,000
Range Road 12 Subgrade and Drainage Improvements - Western Drive to Laut Avenue (650 m)	-	-	-	-	-	800,000	-	-	-	-	800,000
Iron Landing LS Upgrades	-	-	-	-	-	-	200,000	-	-	-	200,000
Water Reservoir Expansion	-	-	-	-	-	-	-	6,000,000	-	-	6,000,000
Limit Avenue - Highway 2A to Railway Street (100 m 4-lane + signalize intersections)	-	-	-	-	-	-	-	100,000	1,700,000	-	1,800,000
Lagoon Aeration Cell Expansion	-	-	-	-	-	-	-	-	-	1,500,000	1,500,000
<b>Asset Maintenance</b>											
Sidewalk Repair & Replacement Program	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	500,000
Annual Stormwater Improvement Program	-	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	1,125,000
Annual Asphalt Rehabilitation Program	-	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	1,800,000
Town Shop Roof	-	300,000	-	-	-	-	-	-	-	-	300,000
Wastewater Facility - Desludging	175,000	-	-	-	-	-	-	-	-	-	175,000
Western Drive Pavement Rehabilitation - Hwy 2A to MaXfield Entrance (800 m)	-	-	25,000	600,000	-	-	-	-	-	-	625,000
Laut Avenue Pavement Rehabilitation - Hwy 2A to McCool Street (150 m)	-	-	-	-	25,000	500,000	-	-	-	-	525,000
McCool Crescent Pavement Rehabilitation & Access Management - South Leg (Phase 1 - 500 m)	-	-	-	-	-	-	100,000	1,100,000	-	-	1,200,000
McCool Crescent Pavement Rehabilitation & Access Management - North Leg (Phase 2 - 500 m)	-	-	-	-	-	-	-	-	1,400,000	-	1,400,000
<b>Asset Replacement</b>											
Hydrant & Valve	-	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	720,000
McCaskill Drive Reconstruction - Maple Avenue to Iron Landing (185 m)	500,000	-	-	-	-	-	-	-	-	-	500,000
Bridge File 75095	450,000	-	-	-	-	-	-	-	-	-	450,000
Portable Industrial Steam Cleaner	20,000	-	-	-	-	-	-	-	-	-	20,000
Laut Avenue Reconstruction & Deep Utilities - Railway Street to Town Shop (415 m) + Bulk Water Station Improvements	3,580,000	-	-	-	-	-	-	-	-	-	3,580,000
Water and Wastewater Main Replacements (Residential Areas)	-	750,000	-	750,000	-	750,000	-	750,000	-	750,000	3,750,000
Laut Avenue / McCool Street Reconstruction & Deep Utilities - Railway Street to Western Drive (930 m) (3 Phases)	-	250,000	2,400,000	3,350,000	3,350,000	-	-	-	-	-	9,350,000
Bridge File 01080-1	-	-	-	-	2,000,000	-	-	-	-	-	2,000,000
Shop Expansion or Replacement	-	-	-	-	-	-	-	-	150,000	2,500,000	2,650,000
Laut Crescent Conversion to Paved Road & Deep Utilities (380 m)	-	-	-	-	-	100,000	3,400,000	-	-	-	3,500,000

## Debt-Supported Projects

Project	2026 Budget	2027 Forecast	2028 Forecast	2029 Forecast	2030 Forecast	2031 Forecast	2032 Forecast	2033 Forecast	2034 Forecast	2035 Forecast	Total
<b>INFRASTRUCTURE &amp; COMMUNITY GROWTH</b>											
<b>New Asset</b>											
Recycling & Waste Cart Procurement	26,000	27,000	28,000	30,000	32,000	34,000	36,000	38,000	40,000	42,000	333,000
Water Meter Procurement	36,000	38,000	40,000	42,000	44,000	46,000	49,000	52,000	55,000	57,000	459,000
Lagoon Polishing System + Aeration Cell Transfer Pump	330,000	6,600,000	-	-	-	-	-	-	-	-	6,930,000
Range Road 12 Deep Utilities - Laut Avenue to Limit Avenue (970 m)	-	100,000	4,200,000	-	-	-	-	-	-	-	4,300,000
Town Office	-	-	-	500,000	5,600,000	-	-	-	-	-	6,100,000
Range Road 12 Conversion to Paved Road - Laut Avenue to Limit Avenue (970 m)	-	-	-	-	-	-	-	100,000	2,300,000	-	2,400,000
TR 284 Water and Sewer Servicing East of Hwy 2A - McCool Street to 701 Western Drive (380 m)	-	-	-	-	-	-	-	-	100,000	2,600,000	2,700,000
Vista Crossing Phase 5 - Sanitary Sewer Oversizing Cost Recovery to Developer	30,000	-	-	-	-	-	-	-	-	-	30,000
<b>New Project/Initiative</b>											
Safe Roads Improvement Program	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	300,000
New Land Use Bylaw	150,000	-	-	-	-	-	-	-	-	-	150,000
Infrastructure Master Planning Update & Off-Site Levy Review	150,000	150,000	-	-	-	-	-	-	-	-	300,000
New Downtown Area Redevelopment Plan	-	200,000	-	-	-	-	-	-	-	-	200,000
Utility Rate Review	-	100,000	-	-	-	-	-	-	-	-	100,000
<b>TOTAL INFRASTRUCTURE &amp; COMMUNITY GROWTH</b>	<b>5,777,000</b>	<b>11,660,000</b>	<b>7,253,000</b>	<b>5,832,000</b>	<b>12,711,000</b>	<b>2,715,000</b>	<b>4,270,000</b>	<b>8,625,000</b>	<b>6,230,000</b>	<b>7,934,000</b>	<b>73,007,000</b>
<b>10-YEAR CAPITAL PLAN – PROJECT ESTIMATES</b>	<b>\$6,009,850</b>	<b>\$12,193,000</b>	<b>\$8,559,000</b>	<b>\$6,392,000</b>	<b>\$13,821,000</b>	<b>\$3,380,000</b>	<b>\$4,650,000</b>	<b>\$8,695,000</b>	<b>\$6,790,000</b>	<b>\$7,984,000</b>	<b>\$78,473,850</b>



10-YEAR FLEET REPLACEMENT PLAN	2026 Budget	2027 Forecast	2028 Forecast	2029 Forecast	2030 Forecast	2031 Forecast	2032 Forecast	2033 Forecast	2034 Forecast	2035 Forecast	Total
<b>COMMUNITY SERVICES</b>											
<b>Asset Replacement</b>											
Bush Buggy 155		210,000	-	-	-	-	-	-	-	-	210,000
Engine 154 & Aerial 154 with Quint	-	-	-	-	-	-	2,100,000	-	-	-	2,100,000
CPO Patrol Unit	-	100,000	-	-	-	-	-	-	-	-	100,000
ToolCat	-	150,000	-	-	-	-	-	-	-	-	150,000
Rough Cut Mower	-	-	-	3,500	-	-	-	-	-	-	3,500
John Deere 110 Tractor	-	75,000	-	-	-	-	-	-	-	-	75,000
Replace Kubota Zero-Turn Mower	-	-	28,000	-	-	-	-	-	-	-	28,000
Replace Parks & Arena Truck	-	-	88,000	-	-	-	-	-	-	-	88,000
Replace Parks Truck	-	90,000	-	-	-	-	-	-	-	-	90,000
Parks Truck Replacement Program	-	-	-	-	-	-	-	100,000	-	-	100,000
Water Truck Replacement Program	-	-	-	-	-	-	-	175,000	-	-	175,000
ToolCat Replacement Program	-	-	-	-	-	-	-	-	175,000	-	175,000
Parks & Arena Truck Replacement Program	-	-	-	-	-	-	-	-	100,000	-	100,000
1-Ton Truck Replacement Program	-	-	-	-	-	-	-	-	150,000	-	150,000
Replace Olympia (Ice Resurfacer)	-	-	-	140,000	-	-	-	-	-	-	140,000
<b>New Asset</b>											
1-Ton Truck	-	150,000	-	-	-	-	-	-	-	-	150,000
<b>TOTAL COMMUNITY SERVICES</b>	<b>0</b>	<b>775,000</b>	<b>116,000</b>	<b>143,500</b>	<b>0</b>	<b>0</b>	<b>2,100,000</b>	<b>275,000</b>	<b>425,000</b>	<b>0</b>	<b>3,834,500</b>
<b>INFRASTRUCTURE &amp; COMMUNITY GROWTH</b>											
<b>Asset Replacement</b>											
Street Sweeper	200,000	-	-	-	-	-	-	-	-	-	200,000
Commercial Loader-Mounted Snow Blower	-	150,000	-	-	-	-	-	-	-	-	150,000
Pick-up Truck - Operations	-	75,000	75,000	-	-	75,000	-	-	-	-	225,000
Bobcat	-	-	200,000	-	-	-	-	-	-	-	200,000
1-Ton Truck - Operations	-	-	-	150,000	-	-	-	-	-	-	150,000
Pick-up - Water/Wastewater	-	-	-	-	75,000	-	-	-	-	-	75,000
Commercial Truck - Operations	-	-	-	-	500,000	-	-	-	-	-	500,000
Grader	-	-	-	-	-	-	850,000	-	-	-	850,000
Commercial Truck	-	-	-	-	-	-	-	500,000	-	-	500,000
<b>New Asset</b>											
Pick-up Truck - Water/Wastewater	-	75,000	-	-	-	-	-	-	-	-	75,000
Pick-up Truck- Operations	-	75,000	-	-	-	-	-	-	-	-	75,000
Asphalt Infrared Heater and Hotbox	-	-	150,000	-	-	-	-	-	-	-	150,000
Skid Mounted Hydrovac	-	-	-	-	-	200,000	-	-	-	-	200,000
<b>TOTAL INFRASTRUCTURE &amp; COMMUNITY GROWTH</b>	<b>200,000</b>	<b>375,000</b>	<b>425,000</b>	<b>150,000</b>	<b>575,000</b>	<b>275,000</b>	<b>850,000</b>	<b>500,000</b>	<b>-</b>	<b>-</b>	<b>3,350,000</b>
<b>10-YEAR FLEET REPLACEMENT – PROJECT ESTIMATES</b>	<b>\$ 200,000</b>	<b>\$ 1,150,000</b>	<b>\$ 541,000</b>	<b>\$ 293,500</b>	<b>\$ 575,000</b>	<b>\$ 275,000</b>	<b>\$ 2,950,000</b>	<b>\$ 775,000</b>	<b>\$ 425,000</b>	<b>\$ -</b>	<b>\$ 7,184,500</b>



## **APPENDIX C – DRAFT SERVICE AGREEMENT**

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## **SERVICE AGREEMENT**

THIS AGREEMENT is made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**BETWEEN:**

**THE TOWN OF CROSSFIELD**

**(the "Town")**

– and –

**[INSERT NAME HERE]**

**(the "Consultant")**

**WHEREAS** the Consultant is in the business of providing services of municipal engineering including for transportation, water, wastewater and stormwater systems;

**AND WHEREAS** the Consultant has represented through a Request for Proposal (RFP) process that the Consultant is skilled in providing these services, as more particularly specified in the Town's Request for Proposal for Municipal Engineering Services;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein provided, the parties hereto agree as follows:

**Contract No.:**

**Bid Reference No.:**

### **1. SERVICES AND OBLIGATIONS**

- (a) The Consultant shall provide the Services described in the Consultant's Proposal dated [insert here] (the "Proposal") and submitted in reply to the RFP (hereinafter referred to as the "Services") on a as needed basis. The Consultant warrants that the Services shall only be performed by the individuals identified by the Consultant 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.
- (b) The Consultant shall perform the Services in accordance with and subject to the terms and conditions contained in this Agreement.
- (c) The Consultant shall be responsible and accountable to the Town and shall act in the best interests of the Town complying with and acting in accordance with any policies, procedures, by-laws or resolutions passed or adopted by the Town.
- (d) The Consultant shall commence the Services no later than [insert date here]. The Consultant acknowledges and accepts that time is of the essence of this Agreement. If the contract is satisfactorily carried out for the three (3)-year term,

the Consultant's contract may be extended for two (2) one (1) year terms at the sole discretion of the Town.

- (e) The Consultant 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.
- (f) The Consultant shall exercise the degree of care, skill, diligence, safety and efficiency normally provided by a qualified professional Consultant in accordance with all applicable law in the performance of services of a similar nature to the Services required under this Agreement.
- (g) The Consultant shall meet all deadlines requested by the Town and advise immediately of any inability to meet a proposed deadline.
- (h) In providing the Services, the Consultant, in its sole discretion shall determine how and when to perform the Services so long as the Consultant meets any deadlines which may be requested by the Town and in accordance with any governmental or municipal laws, acts, bylaws or policies.
- (i) The Town and the Consultant, 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.
- (j) No payment shall be made to the Consultant 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 willful act or negligence.
- (k) The Consultant and the Consultant's employees:
  - (i) 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.
  - (ii) 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.
  - (iii) 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.
  - (iv) 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 Consultant shall promptly declare it to the Town.

2.

**AGREEMENT DOCUMENTS**

- (a) The following documents are incorporated into, and are deemed to be part of, this Agreement:
  - (i) RFP – Municipal Engineering Services
  - (ii) **Proposal**
- (b) 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:
  - (i) The body of this Agreement
  - (ii) RFP – Municipal Engineering Services
  - (iii) **Proposal**
- (c) 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:
  - (i) The most recent provision; or
  - (ii) The most specific provision.
- (d) 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**

- (a) The Town will pay the Consultant 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.
- (b) The Town shall not under any circumstances be obligated to pay to the Consultant any amount exceeding the sum set out in Section 3(a) unless prior written authorization has been obtained by the Consultant 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 Consultant for the purpose of rectifying errors or omissions for which, in the reasonable opinion of the Town, the Consultant is responsible. These remedial services are not additional services.
- (c) The Consultant shall submit to the Town a monthly invoice which shall include sufficient detail to the reasonable satisfaction of the Town:
  - (i) describing the Services performed;
  - (ii) describing the time spent in the performance of the Services;
  - (iii) describing the disbursements and expenses incurred, if any, for which reimbursement is sought
- (d) The Town shall pay to the Consultant the invoiced fees within thirty (30) days of

receipt of invoice.

**4. INFORMATION AND PROPERTY RIGHTS**

- (a) The Consultant agrees that all base materials, research results, computer programs, drawings, documents and notes or materials of any type whatsoever developed or prepared by the Consultant (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 Consultant 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. This Section shall survive the termination of this Agreement.

**5. REPORTING**

- (a) The Consultant 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 Consultant shall submit all additional progress reports requested by the Project Manager.
- (b) The Consultant shall meet with the Project Manager from time to time as requested by the Project Manager to review the performance of the Services. The designated representatives of the Consultant for the purpose of such meetings shall be as described in the Proposal.
- (c) The Consultant 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 Consultant'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**

- (a) The Town may, at any time by notice in writing, at its sole and unfettered discretion suspend the performance of the Services in whole or in part.
- (b) The Town shall pay all fees accrued due to the Consultant to the time of suspension, but payment of all other fees may be suspended by the Town.
- (c) The Town shall not be responsible for any fees incurred by the Consultant during the period of any suspension unless the Consultant 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.
- (d) The Consultant 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.
- (e) 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.

- (f) When the suspension period expires, the Consultant 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**

- (a) The Town may terminate this Agreement by giving notice in writing which is delivered by hand or registered mail to the address in Section 14(a) (or as changed pursuant to Section 14(c)) for the Consultant, if:
  - (i) the Consultant 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
  - (ii) there is a material error, incorrectness or breach of any representation or warranty of the Consultant contained herein; or
  - (iii) the Consultant 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
  - (iv) a trustee, receiver, receiver-manager or like person is appointed with respect to the business or assets of the Consultant.
  - (v) has any conflict of interest which may, in the opinion of the Town, have an adverse effect on the Project.
- (b) 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(a) (or as changed pursuant to Section 14(c)).
- (c) The Consultant, upon termination of this Agreement for any of the reasons set out in Section 7(a), 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 Consultant 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 Consultant, 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.
- (d) The Consultant agrees that termination or suspension of this Agreement or a change to the Services in accordance with Section 1(j) does not operate so as to relieve or discharge the Consultant from any obligation under the Agreement or

imposed upon him by law in respect to the Services or any portion of the Services.

- (e) Subject to Section 7(c) the Town shall, in the event of any termination of this Agreement, pay to the Consultant all amounts for completed work due to the Consultant 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 Consultant for any loss of profit or for loss of business opportunity or for any other losses suffered whatsoever, either directly or indirectly, by the Consultant as a result of the termination of this Agreement.
- (f) The Consultant shall, upon termination, forthwith deliver to the Town a reproducible copy of all materials used by the Consultant or prepared by the Consultant in relation to this Project.

## 8.

### **INDEMNITY AND INSURANCE**

- (a) The Consultant 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 resulting from or occurring by reason of any error, omission or willful or negligent act or breach of this Agreement arising out of the performance of the Services by the Consultant or its servants, agents, employees or sub-consultants.
- (b) The Consultant shall maintain, in full force and effect with insurers licensed in the Province of Alberta, the following insurance:
  - (i) Comprehensive General Liability Insurance in respect to the Services and operations of the Consultant 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 Consultant.
  - (ii) Comprehensive Automobile Liability Insurance on all vehicles owned, operated or licensed in the Consultant's name, with limits of not less than \$2,000,000 per occurrence. The policy shall cover the Consultant for all sums which the Consultant shall become legally obligated to pay as damages because of bodily injury including passenger hazard and property damage caused by an occurrence.
- (c) 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 third (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 Consultant or the Consultant'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.
- (d) The Consultant shall be responsible for the payment of all premium and deductible amounts relating to the said insurance policies and the Consultant shall maintain the aforementioned insurance from the date of this Agreement until the Services are fully completed.



9.

**SUBCONSULTANTS**

- (a) The Consultant may, upon first obtaining the written approval of the Town, retain the services of one or more sub-consultant(s) as may be required to perform the Services. The Consultant shall obtain the approval of the Town before changing any sub-consultant.
- (b) The Consultant shall remain fully responsible for the performance of the Services even if the sub-consultants retained are approved pursuant to Section 9(a) by the Town.
- (c) The Consultant shall take all necessary measures to bind all sub-consultants to the terms of this Agreement.

10.

**ORGANIZATION – EMPLOYMENT DISCLAIMER**

- (a) The Agreement is for the services of the Consultant, as a separate business unit and neither the Consultant 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.
- (b) The Consultant, 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 Consultant and the Town.

11.

**FORCE MAJEURE**

- (a) Neither the Town nor the Consultant 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**

- (a) The Consultant 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.
- (b) The Consultant shall apply, pay for, and maintain in good standing all necessary permits or licenses required for the performance of the Services.
- (c) The Consultant shall at all times observe all the provisions of the *Labour Relations Code, Workers' Compensation Act, Environmental Protection and Enhancement Act and the Occupational Health and Safety Act* as well as rules and regulations pursuant thereto. In the event the Consultant 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 Consultant. 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 Consultant.

- (d) Without limiting the foregoing, the Consultant 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 Consultant'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 Consultant's cost until the WCB Clearance Status has been restored or may terminate this Agreement in accordance with Section 7(a).
- (e) The Consultant shall be responsible for the safety of workers and equipment on the Project as the Prime Consultant for the work and the worksite under the *Occupational Health and Safety Act*, and for the protection of the environment in relation to the Project. The Consultant shall bring to the attention of all sub-consultants all pertinent provisions of the *Occupational Health and Safety Act* and the *Environmental Protection and Enhancement Act* and regulations thereunder.

13.

#### **ASSIGNMENT AND AMENDMENT**

- (a) The Consultant 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 Consultant acknowledges and accepts that the Town has chosen the Consultant to perform the Services because of the reputation of the Consultant and the qualifications of the persons identified in the Proposal, and the Consultant therefore agrees that the Town may in its absolute discretion refuse to accept any assignment or transfer of the Consultant's interest in or obligations hereunder, even if such refusal may be construed to be arbitrary or unreasonable.
- (b) 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.
- (c) 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**

- (a) 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:
  - (i) To the Consultant at: **[INSERT NAME & ADDRESS]**
  - (ii) To the Town at:  
  
Town of Crossfield  
Attention: Chief Administrative Officer  
1005 Ross Street, PO Box 500  
Crossfield AB T0M 0S0
- (b) 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.

- (c) 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.
- (d) 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 Consultant or by the Consultant to the Town.

**15. SINGULAR AND MASCULINE**

- (a) Words importing the singular or masculine also include the plural or feminine or body corporate where the context requires.

**16. LAWS OF ALBERTA**

- (a) 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 Consultant 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**

- (a) The headings in this Agreement are for ease of reference only and shall not be taken into consideration in construing or interpreting this Agreement.
- (b) 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**

- (a) 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.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals by the hands of their proper signing officers in that behalf, effective the day and year first above written.

TOWN OF CROSSFIELD

[INSERT CONSULTANT'S NAME]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Representative (signature)

\_\_\_\_\_  
Consultant Representative (signature)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title (print)

\_\_\_\_\_  
Title (print)