



Request for Proposal

for

Bicycle Pump Track Design-Build

Request for Proposal No.: **2025-02-PARKS**

Issued: **July 18, 2025**

Submission Deadline: **August 19, 2025, 4:00 p.m. MST**

RFP Contact: Russ Nash

Telephone: 403-946-5565 ext. 229

Email: russn@crossfieldalberta.com

Posted to: Alberta Purchasing Connection: <https://purchasing.alberta.ca/>

Town of Crossfield website: <https://crossfieldalberta.com/p/opportunities>

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



TABLE OF CONTENTS

1. INTRODUCTION3

2. BACKGROUND3

3. OBJECTIVE3

4. SCOPE OF WORK.....4

5. DELIVERABLES5

6. PROPOSAL CONTENT AND REQUIREMENTS6

7. RFP SCHEDULE8

8. SUBMISSION DETAILS.....8

9. EVALUATION AND SELECTION.....10

10. OTHER TERMS AND CONDITIONS12

11. AWARD OF PROPOSAL14

APPENDIX A – PROPOSAL FORM.....16

APPENDIX B – DRAFT SERVICE AGREEMENT.....20

APPENDIX C – PROPOSED LOCATION30



1. INTRODUCTION

This Request for Proposal (RFP), issued by the Town of Crossfield (“the Town”), is an invitation for qualified proponents (the Proponent) to submit proposals for the detailed design and construction of a bicycle pump track facility, as further described in this RFP. Detailed requirements for submission, evaluation criteria, along with any specifications and qualifications are contained within.

The RFP documents are posted to the public through the Alberta Purchasing Connection (APC) website, and on the Town’s website.

There will be no public opening of the proposals received.

2. BACKGROUND

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 per annum growth of 4% - 5% in recent years and as of 2024, had a population of 4,211 residents.

As a growing community and based on previous community engagement, the Town wishes to add to the recreational opportunities available to residents by developing a bicycle pump track and requires the services of a consultant/contractor to design and construct the facility.

The pump track will be located in Murdoch Park (as shown in Appendix C), which is situated along the pathway system in the south portion of the Town’s residential area. Soccer fields and playground amenities are also currently featured in this park.

The pump track will be located in the northwest corner of Murdoch Park, in an approximate area of 2,400 square meters (0.6 acres).

3. OBJECTIVE

The objective of this RFP is to solicit qualified and experienced design-build teams for the design and construction of a pump track facility. The selected firm will be responsible for developing and constructing an innovative, safe, inclusive, and cost-effective pump track facility that aligns with the Town’s recreational goals, the community’s needs and site conditions. The design should accommodate a range of users and skill levels, support long-term durability and ease of maintenance, and comply with all relevant codes, standards, and accessibility guidelines.

Specific details of this project are included in Section 4: Scope of Work.



4. SCOPE OF WORK

The successful Proponent will provide a written proposal, including separate costing, for the detailed design and construction of a pump track facility.

The initial proposed budget for the construction phase of this project is \$150,000 (not including fees for the design component).

4.1 **Phase 1 – Detailed Design of the Pump Track Facility that includes the following:**

- a. The pump track facility must be designed to fit within the area noted in Appendix C.
- b. Track design should accommodate all ages and abilities of users, as well as provide the ability for future expansion of the track.
- c. The design must detail the following areas: visibility, flow, capacity, accessibility, safety, appropriate drainage, security, seating/resting areas, lighting, and landscaping around the pump track facility.
- d. Landscaping should support the seamless integration of the pump track into its surroundings, while also incorporating natural or constructed barriers to separate it from nearby amenities (pathway, soccer fields and playground).
- e. Design must incorporate durable materials and construction practices to ensure low maintenance and long-term usability.
- f. Design must identify specifications for all materials required, including dirt, asphalt, landscaping, etc.
- g. Asphalt should be a minimum depth of 75 mm.
- h. The design shall include 2 separate options for track surface: one for a dirt surface and one for an asphalt surface.
- i. The design must be compliant with all relevant provincial and municipal codes, bylaws and regulations.

4.2 **Phase 2 – Construction of the Pump Track Facility, as follows:**

- a. Construction of the pump track facility, per the approved detailed design, including:
 - i. Site preparation, including grading and drainage.
 - ii. Removal and appropriate disposal of any materials required for construction of the facility (e.g. sod, dirt, etc.).



- iii. Supply, construction and installation of pump track features.
- iv. Landscaping, restoration, and erosion control measures as required.
- v. Installation of signage, seating, fencing, lighting and other features as applicable and agreed upon.
- b. Identify and obtain any required permits or approvals.
- c. Coordination with utility companies and municipal utilities as required, ensuring appropriate utility locates are completed prior to start of work.
- d. Security fencing and relevant safety signage/messaging must be provided around the construction site and remain up for the duration of the project.
- e. Identify all warranty to be provided on workmanship, features, amenities, etc.

5. DELIVERABLES

The successful Proponent will be responsible for the following:

5.1 General

- a. Organize and prepare all work and materials relevant to the project (e.g. reports, drawings, staffing, subcontractors, material ordering and delivery, coordinating work with the Town, etc.).
- b. Conduct due diligence on materials, data and information upon which the proposal and pump track design are based, and that all information necessary to perform all obligations under the proposal has been gathered and considered.
- c. Coordinate update meetings and provide regular progress reporting at key stages of each phase of the project.
- d. Ensure adequate health and safety protocols and procedures are in place and ensure that Town health and safety processes are adhered to where required.
- e. Maintain the project schedule and budget tracking.
- f. Provide detailed and accurate invoicing at frequencies as agreed upon.

5.2 Phase 1 – Detailed Design

- a. Conduct an in-person review of the site and existing conditions prior to developing the design.

- b. Provide a plan that demonstrates how work zones will be managed including, but not limited to vehicular and pedestrian traffic, parking/placement of work vehicles and equipment, dust, debris, incidental damages and general health and safety of workers and the public.
- c. Provide two (2) hard copies (size 24 x 36, Arch D) and one (1) electronic copy in PDF format of the detailed design drawings that contain all relevant details (measurements, specifications, quantities, etc.).

5.3 Phase 2 – Construction

- a. Conduct general contract/construction administration activities.
- b. Coordinate and supervise all subcontractors (if applicable).
- c. Provide quality assurance and control throughout construction.
- d. Ensure the safety of residents throughout the construction phase.
- e. Provide as-built drawings at project close-out, noting any variations from the original design.

6. PROPOSAL CONTENT AND REQUIREMENTS

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

- 6.1 **Submission Letter** – Must be dated and signed by principal authorized to negotiate, make commitments and provide clarifications on behalf of the Proponent.
- 6.2 **Proposal Form** – Must be completed and must include the Proposal Form as set out in Appendix A.
- 6.3 **Executive Summary** – Must highlight relevant points in the Proposal, including an overview of the project schedule and costs for each phase.
- 6.4 **Proponent Profile** – The Proposal must include:
 - a. A brief introduction of the Proponent, identifying members of the project team, the project lead and corporate oversight.
 - b. Identify a single point of contact.
 - c. Details of any sub-contracting arrangements, including sub-contracted project 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 of the deliverables and project timelines.

6.5 **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. The Proposal must include:

- a. Corporate background, expertise and procedures.
- b. Current staffing and capacity for completing the scope of work for each phase of the project.
- c. Summary of relevant experience with similar projects, including a brief description of the work undertaken and for whom the work was performed.
- d. Three (3) municipal references related to similar work that can attest to the quality, accuracy and professionalism of your employees and your firm.

6.6 **Project Approach and Costs** – The Proposal must include:

- a. Distinct & separate sections for each of the two (2) phases of the project (Design and Construction), making it easy to understand the work and costs for each.
- b. Clear description of the approach that will be used and the work that will be performed to achieve the project objectives and scope of work for each of the two (2) phases of the project. Describe any supplementary services that are value-added that may relate to this RFP.
- c. Detailed project schedule in Gantt chart or similar format, including milestone dates, for each of the two (2) phases.
- d. Detailed budget for the Design of the pump track facility and a detailed cost estimate for the Construction of the pump track facility based on the Design, quoted in Canadian funds (see section 6.8 b for additional details).

6.7 **Safety** – The Proponent shall highlight their safety program, including policies and procedures for conducting their work safely.

6.8 **Appendices** – The Proposal must include:

- a. Resumes or relevant information for all project team members.
- b. Itemized pricing, including a table with personnel hours and rates for each task with costs totalled. The total should include all staff time, sub-contractor costs, material costs, travel costs, disbursements, per diems, anticipated expenses and any other reimbursable cost.



- c. Safety and Insurance information, confirming the following:
- i. Valid certificates of insurance for:
 - Comprehensive General Liability Insurance of \$5,000,000.
 - Comprehensive Automobile Liability Insurance of \$2,000,000.
 - ii. Current WCB Clearance Letter.
 - iii. If applicable, a valid Certificate of Recognition (COR).
 - iv. The table of contents of the Proponent's safety program.

7. RFP SCHEDULE

The events and dates listed below are usual events of the Proposal process. The schedule provided is for guidance only and the Town reserves the unqualified right to issue an addendum to modify or eliminate any aspect of the schedule. The events and dates listed under the closing date may change, be postponed, or cancelled.

Proposals will be privately opened at 9:00 a.m. at the Town Office located at 1005 Ross Street, on the day following the Proposal Submission Deadline date.

Issue Date of RFP	July 18, 2025
Deadline for Questions	August 8, 2025 @ 4:00 p.m.
Proposal Submission Deadline	August 19, 2025 @ 4:00 p.m.
Proposal Review Period	10 business days
Agreement Negotiation Period	5 business days
Anticipated Execution of Agreement	September 11, 2025

8. SUBMISSION DETAILS

- 8.1 Two (2) hard copies of the Proponents Proposal must be presented in a sealed package, clearly marked **"2025 Crossfield Bicycle Pump Track Design-Build (2025-02PARKS)"** to the following:
- Town of Crossfield, Attention Russ Nash,
1005 Ross Street, P.O. Box 500, Crossfield, Alberta T0M 0S0
- 8.2 Proposal submittal must be:
- Received by the Town of Crossfield by the stated closing time at the address specified above.
 - Duly signed and submitted in hard copy.



- Late, faxed, or electronic proposal packages will not be accepted.
- Submission Deadline: **August 19, 2025, at 4:00 p.m. Mountain Standard Time (MST).**

- 8.3 All inquiries pertaining to this RFP should be directed in writing to Russ Nash at russn@crossfieldalberta.com by 4:00 p.m. (MST) August 8, 2025. Answers to all questions received will be combined and posted in one document by 4:00 p.m. (MST) on August 13, 2025 to Alberta Purchasing Connection and the Town's website.
- 8.4 An optional on-site meeting will be held at Murdoch Park on July 25, 2025, from 10:00 a.m. to 11:00 a.m. (MST). The intent of this meeting is to view the area the pump track facility is to be located and ask questions of Town staff.
- This meeting is not mandatory, and prospective proponents may visit the park on their own time. However, Town staff will not meet with proponents at the park outside of this scheduled date and time.
- 8.5 Proponents are asked to provide as much information as possible when replying to each point throughout the RFP and must identify any specific provisions with which they are unwilling or unable to comply. Unwillingness or inability to comply with any specific provisions in this RFP may result in a proposal being rejected.
- 8.6 Questions deemed critical for the preparation of Proposals will be provided with clarification via written addenda, distributed through the Alberta Purchasing Connection (APC) website and the Town's website, at the Town's discretion. The Town may not respond to inquiries received after the Deadline for Questions. Verbal answers or information provided by any Town staff or Town consultants are not binding to the Town.
- 8.7 If the Town determines that it is necessary to issue an addendum after the Deadline for Questions, the Town may extend the Submission Deadline for a reasonable period of time.
- 8.8 Protection of Privacy Act (POPA): All Proposals submitted become the property of the Town, and as such are subject to the provisions of Alberta's Protection of Privacy Act. Respondents who wish to ensure parts of their proposal are protected from disclosure under the Act should specifically identify any information or records provided with their Proposal that constitute trade secrets, and that are supplied in confidence, and the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the Protection of Privacy Act for further information.
- 8.9 Proponents may amend their Proposal prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the Proponent to the location set out above. Any amendment



should clearly indicate which part of the proposal the amendment is intended to amend or replace.

- 8.10 At any time throughout the RFP process, up until the execution of a written agreement for provision of the Deliverables, a Proponent may withdraw a submitted Proposal. To withdraw a Proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the Proponent. The Town is under no obligation to return withdrawn proposals.

9. EVALUATION AND SELECTION

The evaluation process will involve both qualitative and quantitative elements. All proposals presented will be evaluated in the context of the overall value that they provide to the Town of Crossfield. While cost is a significant part of the evaluation criteria, it will not be the sole determinant. Proposals will be reviewed by a team of Town personnel.

When evaluating Proposals, the Town may request further information from the Proponents and/or third parties in order to verify, clarify or supplement the information provided in the Proposal. The Town may revisit and re-evaluate the Proponent's submission based on any such information.

The criteria for evaluating the Proposals from qualified Proponents are outlined in the table below. There are four (4) criteria to be evaluated, and each criterion has been assigned a weighting. Proposals will be rated on the criteria and assigned a score from 0 to 10 on each. Each criterion score will then be multiplied by the weight listed. The sum of all criteria scores will be the final ranking for a Proposal.

Criteria	Weighting	Score
<p><u>Proposal Content and Project Understanding</u> Demonstrate an understanding of the scope, limitations, and intent of the requested services. Any unique insight into the service requirements shall be included.</p> <p>Proposal is complete, including all documents and all requested components.</p> <p>Project work plan and details are clearly described and easy to understand/follow.</p> <p>Key elements are included and clearly described.</p>	30%	0-10
<p><u>Qualifications and Experience</u> Exhibit adequate qualifications and experience to provide the Key Scope/Services requested. Proponents should clearly describe corporate, as well as each key team member's knowledge and experience with projects of similar type and scale.</p> <p>The following minimum information is requested:</p> <ul style="list-style-type: none"> • Highlight relevant experience and expertise with similar projects. • Provide three (3) municipal references where the company has conducted similar work. • Resumes or explanation of relevant experience of Key Personnel (for single point of contact, key technical staff, and any relevant individuals with corporate oversight). 	30%	0-10
<p><u>Cost of Services</u> Detailed proposed fees, rates and costs are required and must demonstrate all fee and unit rates (as appropriate) to provide the proposed services. Scoring will be based on a relative pricing formula chosen by the Town. In the event of a tie in Total Points, the selected Proponent will be the respondent with the lowest price.</p> <p>Pricing is clear, concise and quoted in Canadian dollars.</p> <p>Pricing is comprehensive to include all potential costs associated with the project.</p>	30%	0-10
<p><u>Supplementary Services</u> Detail any additional value-added services your firm offers that may relate to this RFP.</p>	10%	0-10



Points will be assigned for each applicable criteria based on the information provided in the response. Points can be modified, depending upon reference checks and other independent information received and confirmed. Scoring shall be awarded on a scale of 0 to 10, and the range is defined as follows:

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

For the Cost of Services Criteria, points will be assigned based on a relative pricing formula. With this method, the quotation with the lowest cost receives the maximum points allowed. All other quotations receive a ratio of the points available based on their cost relationship to the lowest.

The Town may short-list Proponents. Proponents who are short-listed may be requested to make a formal presentation, at the sole cost of the Proponent.

In the event of a tie in Total Points, the selected Proponent will be the respondent with the lowest price.

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 Depending on final cost estimates for construction, the Town may choose to phase construction of the pump track facility over more than one budget cycle. This will be decided at time of agreement for the construction portion of the project.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 The Town will not return the submission, or any accompanying documentation submitted by a respondent.
- 10.8 Proposals are to be submitted in English only.
- 10.9 The Town may elect not to consider a respondent whose proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.
- 10.10 The Town may prohibit a respondent from participating in a procurement process based on poor past performance or inappropriate conduct, which 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 60 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

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 B.

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 an 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



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. Non-Binding 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 (if any) by the Town prior to the RFP submission deadline.

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:

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.

<div></div> <div>Signature of Witness</div>	<div></div> <div>Signature of Proponent Representative</div>
<div></div> <div>Name of Witness</div>	<div></div> <div>Name of Proponent Representative</div>
	<div></div> <div>Title of Proponent Representative</div>
	<div></div> <div>Date</div>
	<div></div> <div>I have the authority to bind the proponent.</div>



APPENDIX B – DRAFT SERVICE AGREEMENT



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made in duplicate this _____ day of _____, 202__.

BETWEEN:

**THE TOWN OF CROSSFIELD
(the "Town")**

– and –

XXXXXX
(the "Contractor")

WHEREAS the Town wishes to engage the services of the Contractor as an independent contractor to design and construct a bicycle pump track facility in Murdoch Park ("the Services") as further described in Schedule "A".

AND WHEREAS, the Contractor has represented through a Request for Proposal (RFP) process that the Contractor is skilled in providing these services, as more particularly specified in the Town's Request for Proposal 2025-02-PARKS Bicycle Pump Track Design-Build.

AND WHEREAS The Town and the Contractor have reached agreement with respect to the terms and conditions under which the Contractor will provide such services to the Town.

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

1. TERM AND TIMEFRAME

- (a) The Term shall be the period from the execution date of this Agreement to _____, unless otherwise terminated in accordance with the provisions of this Agreement.
- (b) The scope of work set out in Schedule 'A' shall be completed by _____.

2. OBLIGATIONS OF THE CONTRACTOR

During the Term, the Contractor shall:

- (a) perform the Services in accordance with and subject to the terms and conditions contained in this Agreement;
- (b) provide such written and verbal reports as may be reasonably required or requested by the Town necessary to monitor the progress of the Contractor, pursuant to this Agreement and to ensure compliance with the terms and conditions of this Agreement;
- (c) during the Term and for one (1) year following the termination or expiry of this Agreement, upon receipt of written notice from the Town, provide the Town with reasonable access to all files, data, correspondence, books and accounting records and all other materials relating to

the performance of the obligations of the Contractor pursuant to this Agreement in the possession or control of the Contractor;

- (d) 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 (2) or more laws, ordinances, rules, regulations or codes applicable to the Services, the more restrictive shall apply.
- (e) apply, pay for, and maintain in good standing all necessary permits or licenses required for the performance of the Services.
- (f) 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 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.
- (g) without limiting the foregoing, represent and warrant 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 terms and conditions herein.
- (h) be responsible for the safety of workers and equipment on the Project as the Prime Contractor 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 Contractor shall bring to the attention of all sub-contractors all pertinent provisions of the *Occupational Health and Safety Act* and the *Environmental Protection and Enhancement Act* and regulations thereunder.
- (i) comply with all reasonable requirements established by the Town's Chief Administrative Officer or his/her designate for the performance of the Services, including but not limited to security, safety, environmental protection, emergency procedures and access.
- (j) exercise the degree of care, skill, diligence, safety and efficiency normally provided by a qualified contractor in accordance with all applicable law in the performance of services of a similar nature to the Services required under this Agreement.
- (k) meet all deadlines requested by the Town and advise immediately of any inability to meet a proposed deadline.

3. **PROVISION OF SERVICES BY THE CONTRACTOR**

The Contractor and the Town acknowledge and agree that:

- (a) the Contractor 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, bylaws or resolutions passed or adopted by the Town;



- (b) the Contractor will provide all Services required by this Agreement unless the provision of the Services or a part of the Services is expressly authorized by the Town to be performed by another party on behalf of the Contractor;
- (c) in providing the Services, the Contractor, in its sole discretion shall determine how and when to perform the Services so long as the Contractor meets any deadlines which may be requested by the Town and in accordance with any governmental or municipal laws, acts, bylaws or policies;
- (d) the Contractor shall furnish all labour and equipment together with all work incidental thereto necessary and required to perform all of the work described in the Scope of Work.
- (e) the Contractor shall fix any work completed by the Contractor, deemed as unsatisfactory by inspectors, engineers or the Town's Project Manager at no additional cost to the Town of Crossfield.
- (f) the Contractor shall post all required signage or place any barricades, fencing, screening or bracing which may be required to protect workers and/or the public from potential hazards.
- (g) the Contractor shall ensure all first calls are placed before all work is started.
- (h) the Contractor shall clearly explain and discuss with the Project Manager or their designate, any extra work and/or costs which may arise during the course of work, and that would not have already been identified or discussed during the Request for Proposal process. Any extra work resulting in added costs must be pre-approved and signed off by the Project Manager or their designate, prior to proceeding with the work.
- (i) the Contractor shall attend at the Town's office(s) when required or requested to complete the Services;
- (j) the quality of the Services shall meet the standards of the Town, applied by the Town acting reasonably, and if it is necessary to re-perform any Services this shall be done at the Contractor's sole cost and expense; and
- (k) except for reasonable technical support, office equipment and supplies available to the Contractor while on Town premises, the Contractor shall maintain, at its sole cost and expense, all equipment and supplies necessary to provide the Services.

In addition to the Services described in Schedule "A", the Contractor shall provide to the Town an operations management plan that demonstrates how the Contractor will manage work zones including for, but not limited to: vehicular and pedestrian traffic, parking/placement of work vehicles and equipment, dust, debris, incidental damages and general health and safety of workers and the public.

4.

WARRANTY

- (a) The Contractor warrants that materials and workmanship provided under this Agreement shall be free from defects for a period of 1 year from the date of substantial completion. This warranty covers defects in materials, labor, and installation that result in structural failure or significant performance issues under normal use and service conditions. The warranty does not cover damage or defects resulting from: Act of God, vandalism, accidents, normal wear and tear, alterations made by the Town or others or improper maintenance by the Town.
- (b) In the event of a covered defect during the warranty period, the Contractor shall, at no cost to



the Owner, repair or replace the defective item or portion of work within a reasonable timeframe after receiving written notice of the defect.

5. PAYMENT

- (a) The Town will pay the Contractor at the rates set out in Schedule “B”, upon the prompt and faithful performance of the Services and provision of materials to the satisfaction of the Town.
- (b) The Town shall not under any circumstances pay the Contractor any amount exceeding the sums set out in Schedule “B” unless prior written authorization has been obtained by the Contractor from the Town.
- (c) Without limiting the generality of the foregoing, the Town shall not be required to make payment for any costs 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.
- (d) The Contractor 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; and,
 - (ii) describing the quantities and unit prices for items completed in the performance of the Services.
- (e) The Town shall pay to the Contractor the invoiced fees within thirty (30) days of receipt of invoice.
- (f) 15% of the total value of the contract indicated above will be held back until the project is complete, deducted by the Contractor from each submitted invoice. Final payment pertinent to this work shall be made, provided that the Services are complete and that all deficiencies have been addressed to the satisfaction of the Project Manager or their designate.

6. GST

The GST registration number, if such exists, for the Contractor is # [REDACTED].

7. TAXES AND DEDUCTIONS

The Contractor shall be responsible for the payment of all income tax, Canada Pension, unemployment insurance and all other required payments, contributions or deductions including, but not limited to, any assessments levied pursuant to the *Workers' Compensation Act* that arise or may hereafter arise with respect to the Services performed by the Contractor under this Agreement.

8. CONCURRENT RETAINERS

The Contractor may accept concurrent retainers or engagements from other parties during the Term. Any such additional engagements must not in any way restrict the Contractor's ability to diligently perform the Services required by this Agreement.

9. CONFIDENTIAL INFORMATION

All information and data received and compiled by the Contractor while performing Services shall be treated as confidential for the benefit of the Town and shall not be disclosed or made known to any other person except as authorized by the Town. All written reports, documents and studies prepared by the Contractor pursuant to this Agreement are deemed the property of the Town. This Section shall survive the termination of this Agreement.

10. INDEMNITY AND INSURANCE

- (a) 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 their 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 Contractor or its servants, agents, employees or sub-contractors.
- (b) The Contractor shall maintain, in full force and effect with insurers licensed in the Province of Alberta, the following insurance:
 - (i) Commercial General Liability: \$5,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Town of Crossfield must be named as an additional insured and so endorsed on the policy.
 - (ii) Business Automobile Liability (including owned, non-owned and hired vehicle coverage): Combined Single Limit: \$2,000,000 per occurrence.
- (c) The aforementioned insurance shall be in a form and with insurers acceptable to the Town. 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.
- (d) All policies of insurance shall include The Town of Crossfield as additional insured.
- (e) 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.

11. 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 Contractor 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 Contractor during the period of



any suspension unless the Contractor satisfies the Town, before incurring any such fees, of the necessity for the same.

- (d) 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.
- (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 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.

12.

TERMINATION

This Agreement may be terminated or conclude as follows:

- (a) immediately at the discretion of one of the parties if the other party has committed a fundamental breach of the Agreement;
- (b) if 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;
- (c) in the absence of a fundamental breach either party may terminate this Agreement at any time by providing written notice to the other party to that effect, such termination to take effect thirty (30) days after delivery of such notice to the party;
- (d) At the end of the warranty period.

On or before the effective date of termination of this Agreement, the Contractor shall deliver to the Town:

- (e) a written report detailing the Services performed pursuant to the Agreement up to and including the effective date of termination; and
- (f) effective as of the effective date of termination, a final invoice for all Services performed pursuant to this Agreement which have not been previously invoiced.

13.

DOCUMENTS AND PUBLICATION RIGHTS

All documentation in the possession or control of the Contractor relating to the performance of the Services shall be the sole and exclusive property of the Town and shall be delivered to the Town upon request. Any reports or materials arising out of the provision of the Services are the exclusive property of the Town and may not be published or reproduced without the prior written consent of the Town. This Section shall survive the termination of this Agreement.



14. **GENERAL**

14.1 **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 Contractor at:

XXXXXX
Attention: XXXX
XXXXXX
XXXXXX

(ii) To the Town at:

Town of Crossfield
Attention: Chief Administrative Officer
1005 Ross Street, PO Box 500
Crossfield AB T0M 0S0

14.2 **Governing Law**

This Agreement shall be construed and governed by the laws of the Province of Alberta.

14.3 **Time of Essence**

Time shall be of the essence of this Agreement.

14.4 **Survival**

The provisions of this Agreement, which by their context are meant to survive the termination of this Agreement, shall so survive for the benefit of the party relying upon the same.

14.5 **Relationship between Parties**

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of principal and agent, employer and employee, or of partnership, or of a joint venture agreement between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent service agreement between two parties at arm's length.

14.6 **Agreement Entire Relationship**

The parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement and that this Agreement constitutes the entire agreement between the Contractor and the Town.



14.7 Assignment

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.

14.8 Force Majeure

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.

14.9 Independent Legal Advice

The Contractor hereby acknowledges and confirms that advice was received from the Town to obtain independent legal advice and that by executing this Agreement, the Contractor hereby confirms that it has had an opportunity to seek independent legal advice prior to executing the Agreement and has either: obtained such legal advice; or waived the right to obtain such legal advice.



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

[CONTRACTOR NAME]

Date

Date

Town Representative (signature)

Contractor Representative (signature)

Name (print)

Name (print)

Title (print)

Title (print)



APPENDIX C – PROPOSED LOCATION



Town of Crossfield
Aerial Map





