



Request for Proposal (RFP)
for
Assessment Services

Issued by: VULCAN COUNTY
DATE OF RFP ISSUE - January 18, 2012

Please be advised that the above noted RFP is currently available for viewing on the Vulcan County website www.vulcancounty.ab.ca , this will also be posted on the Alberta Assessors website at www.assessor.ab.ca

For further information please contact Mr. Richard Mah, Director of Corporate Services
finance@vulcancounty.ab.ca or 1-877-485-2299 toll free.

REQUEST FOR PROPOSAL (RFP)
- FOR -
ASSESSMENT SERVICES

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ASSESSMENT SERVICES

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REQUEST FOR PROPOSAL

VULCAN COUNTY (the "County")

Request for Proposal for the supply of: **ASSESSMENT SERVICES TO VULCAN COUNTY**

Services will consist of, but not limited to the following as shown under Scope of Work

Each Request for Proposal Form and any attachments must be submitted in a sealed envelope, clearly marked as follows:

RFP - ASSESSMENT SERVICES

VULCAN County
Box 180, 102 Centre Street,
Vulcan, AB T0L 2B0

Attention: Leo Ludwig, Chief Administrative Officer

Must be received **before 10:00 a.m. Local Time on Thursday, February 02, 2012 to the County Office** at Box 180, 102 Centre Street, Vulcan AB. *Request for Proposals will be opened thereafter.* **All proposals must be accompanied with a digital copy of submission in .pdf format.** Request for Proposals received that do not comply with the foregoing will be returned to the contractor without consideration.

The Work is defined in the Scope of Work as the "Services" and includes all labour and materials required to be supplied or provided to the County.

A copy of the Request for Proposal documents is attached to this Request for Proposals.

The contractor is responsible for ensuring that:

1. They are in possession of all Request for Proposal documents, as defined in the Instructions to Contractor;
2. the Request for Proposal documents have been carefully examined; and
3. That they are satisfied as to the nature and location of the Work.

The County reserves the right to accept or reject any and all proposals and waive irregularities and informalities at its discretion as set out in **Section 9.1** of the Instructions to Request for Proposals.

Verbal, telephone, telegram or electronically transmitted facsimile proposals will not be accepted or acknowledged.

SCOPE OF WORK

1. GENERAL

- **OBJECTIVE / PURPOSE:**

Vulcan County is seeking an accredited assessment firm to perform residential, non-residential, industrial, farmland, and machinery & equipment assessments.

The anticipated contract term is four (4) years with an option for renewal for two (2) additional years.

- **KEY DATES:**

The desired date for commencement of work under the contract is March 1, 2012, or earlier date as may be agreed upon.

2. BACKGROUND

About Us

Vulcan County, conveniently located close to Calgary and Lethbridge, covers an approximate area of 545,000 hectares and encompasses the Town of Vulcan, the Villages of Carmangay, Champion, Lomond, Milo and Arrowwood, and the Hamlets of Brant, Ensign, Herronton, Kirkcaldy, Mossleigh, Queenstown, Shouldice, and Travers. The population of the County (excluding incorporated urban areas) is 3830 residents, per Municipal Census dated May 25, 2007. The main industry is agriculture and oil and gas. There are several recreation areas that are attractions to both residents and tourists and there is potential for development around 3 lakes. The largest wind development in Canada will be initiated in the spring of 2012.

The following information is drawn from Vulcan County's 2011 Assessment Summary.

Total Taxable & Grant-in-Lieu Assessment = **\$1,285,292,520**

Approx # of Files per class

Non-Res / Comm	164
M & E	1,050
Residential	2,004
Farmland	9,030

The total number of parcels for all classes is 12,184

- **ASSESSOR DUTIES:**

Vulcan County is seeking the Contractor to provide the necessary services as defined by Section 284 (1) (d), MGA, Chapter M-26, RSA 2000 which defines the duties and responsibilities of the Assessor. The Contractor will also be responsible for meeting or exceeding the requirements of the Qualifications of Assessor Regulation, Alberta Regulation 233/2005, as amended

The Assessor's tasks involve annually preparing and certifying the values for all assessable properties within the municipality. This work must be done accurately, efficiently and in a manner and format that is easily defensible and understandable to tax payers. Because assessments are used to proportion the amount of property taxes paid (distribution of the costs associated with providing municipal services), municipalities and taxpayers expect unbiased valuations, which are both accurate and equitable.

3. SERVICE REQUIREMENTS

- **EXPECTATIONS:**

Vulcan County is seeking to work in partnership with an accredited assessment firm to ensure all County properties are assessed as required on an annual basis in a timely, efficient, accurate and courteous manner.

The successful accredited assessment firm will:

- Have experience conducting assessments for rural municipalities similar in size and assessment base as Vulcan County.
- **Meet or exceed the quality standards set out in the 2011 Alberta Assessment Quality Minister's Guidelines for assessments on all property types, including regulated properties.**
- Create assessments on all newly subdivided properties, including adjustments for road acquisitions (County & Alberta Transportation).
- Provide adjusted assessments for all removed or demolished improvements.
- Provide adjusted assessments relating to designated manufactured homes moved in and out of the Municipality.
- Verify and document, annually, all sales information including interviews of property owners.
- Review non-profit organizations and advise council and administration of corresponding legislation changes.
- Ensure that all assessments have proper municipal tax codes.
- Respond to all inquiries from ratepayers relating to assessments.
- Adjust all unregulated properties to current market conditions to meet ASSET legislated requirements within the set time frame.
- Complete the annual submission to ASSET meeting the legislated requirements and time lines.
- Provide representative(s) to be present for the following:
 - After assessment notices are mailed out
 - Council meetings as required
 - Administrative meetings
- Written opinions of value on tax recovery properties and road allowances
- Written opinions of value for municipal and/or school reserves
- Engage in a re-inspection cycle, for residential land and improvements, visually inspecting all identified properties, checking for additions/deletions and verifying current assessment information which includes conducting an interior inspection and/or interview with occupants when necessary.
- Engage in a re-inspection cycle for all non-residential properties each year; looking for signs of change including tenant/improvement changes, additions, deletions, and conduct interior inspections as required. In addition, annually request and review all income information relating to income producing properties.
- Provide defence at Local ARB and Composite ARB hearings.
- Utilize industry best practices and the latest technologies, wherever possible, for conducting/preparing the County's assessments in an accurate, efficient, and cost effective manner.
- All work completed on behalf of Vulcan County will be under the direction of a designated representative from the County office.

- **MANDATORY REQUIREMENTS**

- Membership in good standing in the Alberta Assessor' Association.
- Demonstration that the Qualifications of Assessor Regulation, as spelled out in Alberta Regulation 233/2005 of the Municipal Government Act, as amended, are met.
- Explanation of experience and methodology in performing assessments in accordance with legislation.
- Maintaining strict adherence to provincial year-end deadlines for assessment submissions.
- Provision of own transportation and equipment.
- Be familiar with and provide CAMA software to comply with all reporting for the Assessment Shared Services Environment (ASSET) system.
- Explanation of experience preparing for and defending assessment complaints at the Local and Composite Assessment Review Board levels.
- Evidence of insurance (as outlined below) and good standing with WCB must be provided as part of a submitted proposal.
- The names and qualifications of project lead staff that would be assigned to provide services under this proposal must be itemized. Any potential sub-contractor services to be utilized must also be itemized. Should new staff or sub-contractor arrangements come about after the initiation of a successful contract negotiation, permission must first be sought from the County before employing their services on behalf of the County.
- Provision of contact names and numbers for three (3) municipal references for which similar assessment service work has been completed in the past.
- Acknowledgment of and adherence to all FOIP requirements and regulations.
- Regular and timely transferral of all electronic and hard copy data gathered on behalf of and during the course of work performed for the County.

- **PRICING**

Pricing shall be quoted on a year-by-year basis for each general assessment year for the desired 4-year proposed contract term and be based upon an initial (current) total parcel count of approximately 12,184 parcels (Residential, Non-Residential/Commercial , Farmland and M & E).

All anticipated expenses and travel-related costs must be spelled out in the contract price quotation. Any hourly rates, mileage rates, per diems, and the like, that are not included in the annual general assessment costs, must be listed separately. The successful contractor must be prepared to lock-in these additional rates for the term of the proposed contract.

**INSTRUCTIONS TO CONTRACTORS
VULCAN COUNTY
(The "County")**

1 GENERAL

- 1.1** The intent of this Request for Proposals is to receive proposals from Contractors for the performance of the Work as detailed in the Request for Proposal Documents.
- 1.2** The County shall not be liable for any cost of preparation and/or presentation of any or part of the Proposal submissions.

2 DEFINITIONS

- 2.1** **Acceptance Period** means that period starting at date of the Close of Proposals and **ending in Sixty (60) Consecutive days;**
- 2.2** **Additional Work** means services requested by Vulcan County not listed within this agreement;
- 2.3** **Close of Proposals** means **February 02, 2012 at 10:00 a.m. local time;**
- 2.4** **Contractor** means a party signing and delivering the Proposal Documents to the County;
- 2.5** **Contract Completion Date** means the date of contract completion to the County by **February 28, 2016;** **the anticipated contract term is four (4) years with an option for renewal for two (2) additional years.**
- 2.6** **Contract Documents** means the attached Agreement and any and all Schedules thereto;
- 2.7** **Council** means the Council of Vulcan County;
- 2.8** **GST** means Federal Goods and Services Tax;
- 2.9** **Proposal** means an offer by the Contractor to perform the Work in accordance with the Contract Documents and for the Proposal Price;
- 2.10** **Proposal Documents** means the Request for Proposals, Instructions to Contractors, Contract Documents, and any other Schedules and/or Addenda provided from the County or its agents during the proposal process;
- 2.11** **Proposal Period** means the period of time ending at the Close of Proposals;
- 2.12** **Proposal Price** means the total price for which the Contractor is prepared to perform the Work, excluding applicable GST;

- 2.13 Proposal Security** is not required for this Request for Proposals.
- 2.14 Successful Contractor** means the Contractor that submitted the Proposal that has been accepted by the County;
- 2.15 County** means Vulcan County;
- 2.16 County's Notice Address** means "Box 180, 102 Centre Street, Vulcan AB T0L 2B0.
- 2.17 Work** means "Services" as defined in the Scope of Work and includes all labour and materials required to be supplied or provided to the County;

3 PROPOSAL CALL

- 3.1** Sealed Proposals, fully executed, dated and endorsed will be received up to the Close of Proposals by the County.
- 3.2** Proposals received after the Close of Proposals will not be considered.
- 3.3** Verbal, telephone, telegram or electronically transmitted facsimile Proposals will not be accepted or acknowledged.
- 3.4** The County may, by notice or addendum to all Contractors, postpone the Close of Proposals.
- 3.5** The Contractor must submit three copies of the fully completed Proposal together with all attached schedules, signed and sealed by the Contractor in accordance with Section 11.
- 3.6** All Proposals submitted to the County shall be irrevocable during the Acceptance Period except as otherwise provided herein.

4 OMISSIONS AND DISCREPANCIES

- 4.1** The Contractor, upon receipt of the Proposal Documents, must verify that the documents are complete. **In order to ensure that you have received all pages of the enclosed, please check the page numbering.**
- 4.2** If the Contractor finds discrepancies in or omissions from the Proposal Documents, or the Contractor is in doubt as to the meaning thereof, the Contractor must notify the County immediately. The County may, at its discretion, send written instructions to all Contractors.
- 4.3** Verbal statements made by the County to any or all Contractors shall not result in a modification of any provisions of the Proposal, Proposal Documents or the Work.
- 4.4** Questions arising during the Proposal Period shall be directed to the **County's representative identified in section 14.**

- 4.5 Alterations or amendments to any of the Proposal Documents shall only be effective by written notice from the County to the Contractors submitted during the Proposal Period.
- 4.6 Amendments to the Proposal Documents issued by the County during the Proposal Period shall be incorporated and shall become a part of the Proposal Documents.
- 4.7 Each Contractor shall be responsible to ascertain that it has received all amendments to the Proposal Documents.
- 4.8 Each Contractor shall be responsible for delivery of copies of amendments to the Proposal Documents to its sub-contractors, if any.

5 MODIFICATION OF PROPOSALS

- 5.1 A Proposal submitted in accordance with these Instructions to Contractors may be modified provided the modification:
 - 5.1.1 is submitted in writing to the County's Notice Address before or at the Close of Proposals; and
 - 5.1.2 states the name of the Contractor and the nature of the modification; and
 - 5.1.3 is duly signed on behalf of the Contractor in accordance with section 11.
- 5.2 When submitting a second or more modifications to the Proposal Price, the Contractor shall modify the Proposal Price originally stated in the Proposal and request that the previous modification(s) be disregarded.
- 5.3 The County will not accept any modification that it deems, in its sole and unfettered discretion, to be illegible or that is received by the County after the Close of Proposals.
- 5.4 Verbal, telephone, telegram or electronically transmitted facsimile modifications will not be accepted or acknowledged by the County.

6 PROPOSALS IRREVOCABLE

- 6.1 Proposals submitted to the County and not withdrawn before the Close of Proposals shall be irrevocable and open for acceptance by the County during the Acceptance Period.
- 6.2 Until the Close of Proposals, the Contractor may withdraw its Proposal without penalty or forfeiture.

7 TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE

7.1 After it has received written notice from the County that it is the Successful Contractor, the Successful Contractor shall execute and deliver the Contract Documents to the County within **fourteen (14) consecutive days** of the date of the award unless a written extension has been granted by the County. For the purposes of this Section, notice shall be considered given to the Successful Contractor upon delivery of such notice in writing to the Successful Contractor at the address for the Successful Contractor set out in the proposal submitted. Failure to execute and deliver the Contract Documents shall constitute a breach of the agreement effected between the parties by the submission and acceptance of the Proposal and the County, at its option, may rely upon the failure of the Successful Contractor to execute and deliver the Contract documents to the County and the County may:

- (a) accept any other Proposal; or
- (b) reject all other Proposals, and

this shall in no way limit the County's right to recover from the Successful Contractor all of the County's damages arising out of the Successful Contractor's failure or refusal to execute and deliver the Contract Documents to the County including but not limited to legal costs on a solicitor and his own client full indemnity basis.

8 IRREGULARITIES

8.1 Discrepancies between words and figures will be resolved in favour of words. Discrepancies between the indicated sum of any set of figures and the correct sum thereof will be resolved in favour of the correct sum.

9 PROPOSAL EVALUATION CRITERIA

9.1 The County reserves the right to accept or reject any and all Proposals and to waive irregularities and informalities at its discretion. The County reserves the right to accept a Proposal other than the lowest Proposal without stating reasons. By the act of submitting its Proposal, the Contractor waives any right to contest in any proceedings or action the right of the County to award the Work to any party in its sole and unfettered discretion. Without limiting the generality of the foregoing, the County may consider any other factor besides price and capability to perform the Work that it deems in its sole discretion to be relevant to its decision including, but not limited to, the following:

- Experience and qualified staff
- Reputation and past performance
- References
- Vender methodology
- safety considerations including safety record;
- financial solvency; or

- provision of required security.
- any other factor that the County deems pertinent in the selection process.

This is a *Request for Proposal* and not an Invitation to Request for Proposal. You are therefore advised that the County reserves the right to:

- Accept a proposal without negotiation.
- Reject a proposal without negotiation.
- Negotiate changes in the technical or financial content of the successful proposal.

10 ACCEPTANCE OF PROPOSAL

- 10.1** Acceptance of a Proposal by the County shall only be communicated by written notice from the County to the Successful Contractor. Notice of acceptance by the County shall be submitted in writing to the Successful Contractor at the address for the Successful Contractor set out in the Proposal received. Such acceptance shall bind the Successful Contractor to duly execute and deliver the Contract Documents to the County and to furnish the insurance documents and all other attachments required by the Contract Documents to the County.
- 10.2** The Contractor hereby acknowledges and confirms that the obligation of the County to execute and deliver the Contract Documents to the Contractor is subject to the approval of the Council of the County at a meeting of Council. Until such approval is given, the County is under no obligation to execute and deliver the Contract Documents.

11 PROPOSAL SIGNING

- 11.1** The Proposal shall be properly signed in full compliance with the following requirements:
- 11.1.1 if the Proposal is made by a corporation, the Proposal shall be executed on behalf of the corporation under the seal of the corporation; or
- 11.1.2 if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of one of the partners, and the name of the partner shall be printed immediately below the signature of the partner; or
- 11.1.3 if the Proposal is made by an individual carrying on business under a name other than his or her own name, the business name together with his or her name shall be printed immediately above the individual's signature; or
- 11.1.4 if the Proposal is made by an individual carrying on business in his or her own name, he or she shall print his or her name immediately below his or her signature; or
- 11.1.5 if the Proposal is made by a joint venture, each party to the joint venture shall execute the Proposal in the manner appropriate to such party as set forth in this Section.
- 11.2** Proposals received from agents representing principals must be accompanied by a Power of Attorney signed by each principal showing that the agents are duly authorized to sign and submit the Proposal and have full power to execute the Contract Documents on behalf of each respective principal, which, if so executed, will bind each principal and have the same effect as if it were duly signed by each principal.

12 DISCLOSURE OF PROPOSAL PRICE

- 12.1** After Proposals have been opened, the County may, at its discretion, release to the public a summary of Proposal Prices.

13 OTHER INFORMATION

- 13.1** The County will provide only one set of Proposal Documents to each Contractor.

14 COUNTY 'S REPRESENTATIVE

- 14.1** Direct all inquiries to Richard Mah, Director of Corporate Services at the County's Notice Address.

15 COMMENCEMENT AND/OR COMPLETION OF WORK

- 15.1** The Contractor, in submitting the Proposal, agrees to commence the Work and/or complete the Work pursuant to the relevant time periods provided for in the Contract Documents.

16 WORK EXAMINATION

- 16.1** The Contractor should examine the site of the Work and surrounding areas before submitting a Proposal and be satisfied as to the nature and location of the Work, local conditions, the equipment and facilities needed during the execution of the Work, the means of access to the work site, onsite conditions, all necessary information as to the risks, contingencies and circumstances which may affect the Proposal and all other matters which can in any way affect the Work. The Contractor is fully responsible for obtaining all information required for the preparation of the Proposal.

17 PERMITS AND LICENSES

- 17.1** The Contractor who is awarded the contract shall obtain and pay for all permits and licenses required by the Province, County or any other authority to enable a Contractor to do all things necessary to perform the contract according to the provisions of the Contract Documents.

18 SUBMISSION GUIDELINES

- **ORGANIZATION PROFILE**

Contractors shall identify necessary skills, qualifications and experience that they consider appropriate to the evaluation of their ability to successfully undertake the proposed contract and meet all RFP objectives.

- **FORMAT**

Contractors should submit their proposal in the following preferred format:

- Letter of Introduction:** Including: RFP title, contractor name, address, telephone number, fax number and contact person. One page introducing the contractor's company, signed by the person(s) authorized to bind the contractor to their proposed offer (RFP response).
- Table of Contents:** Should include a list of all sections and appendices in the proposal response and indicate corresponding page numbers.
- Proposal / Project Requirements / Scope:** Full details of the contractor's proposal including: Executive summary, corporate profile, statement of qualifications (scope of services provided, assessment approach and methodology), proposed fees (including fee approach, included costs and non-included costs), and staff and resources (including senior project staff).
- Pricing:** Indicate the proposal pricing as requested.
- Appendices:** Attach other information as required by the RFP such as references, resumes, financial information and other relevant useful information

SAMPLE

THIS AGREEMENT made the _____ day of _____, 2012. BETWEEN:
VULCAN COUNTY
(hereinafter referred to as the "County")

OF THE FIRST PART

- and -

(hereinafter referred to as the "Contractor")

OF THE SECOND PART

ASSESSMENT SERVICES

WHEREAS the County requires the services of the Contractor as an independent Contractor, in connection with the provision of ASSESSMENT SERVICES as per Request for Proposal and Contractor's submission attached hereto and forming part of this agreement;

AND WHEREAS the County and the Contractor have reached an agreement with respect to the terms and conditions under which the Contractor will provide such services to the County;

NOW THEREFORE, in consideration of the promises, mutual terms, covenants and conditions herein, the parties hereto agree as follows:

1 DEFINITIONS

In this Agreement:

- 1.1 "Additional Work" means services requested by Vulcan County not listed within this agreement;
- 1.2 "Fees" means the fees to be paid by the County to the Contractor as set forth in Schedule "B" hereto;
- 1.3 "Force Majeure" means any act of God, major storms, civil disturbance or any similar major event or occurrence not within the control of a party and which by the exercise of due diligence by such party could not have been prevented, but lack of funds on the part of such party shall be deemed not to be a Force Majeure;
- 1.4 "Hazardous Substances" means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:

1.4.1 any form of radioactive materials;

1.4.2 explosives;

1.4.3 any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant;

1.4.4 any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:

(a) endangers the health, safety or welfare of persons or the health of animal life;

(b) interferes with normal enjoyment of life or property; or

(c) causes damage to plant life or to property; and

1.4.5 substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the parties hereto.

1.5 "Project" means provision of assessment services

1.6 "Record" means a record of information in any form, including books, documents, maps, drawing, photographs, letters, vouchers, papers, electronic mail and any other information that is written, photographed, recorded or stored in any manner, but does not include software or any mechanism that produces records.

1.7 "Services" means those activities identified in Schedule "A" hereto;

1.8 "Term" means the period of time commencing on April 1, 2012 and ending on March 31, 2016, subject to extension or earlier termination as set forth herein.

1.9 "County Property" means all information, records or materials, regardless of form, and including, but not limited to, any copyright, patent, industrial design process or trademark, acquired or produced under this Agreement by the Contractor, or provided by the County for use by the Contractor;

2 PREAMBLE AND SCHEDULES

2.1 The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

Schedule "A" - Request for Proposal, including Scope of Work & Service Requirements

Schedule "B" - Contractor's Proposal

- 2.2** The County appoints Richard Mah, Director of Corporate Services, or such other person as the County may from time to time designate in writing, as his authorized representative to communicate with the Contractor and to issue directives to the timely and satisfactory performance of the Services
- 2.3** The rate and basis for calculation of the actual amount payable under this Agreement are as set out in the Contractor's proposal attached as Schedule "B". The total amount payable under this Agreement shall not exceed _____, (inclusive/exclusive) of G.S.T. and shall be paid as follows:

Payment Schedule: Upon receipt of an invoice, satisfactory to the County, relating to the cost of the services performed and subject to the proper discharge of the Contractor's obligations under this agreement, the County will pay the amount stipulated in the invoice within forty-five (45) days.

3 CONTRACTOR'S OBLIGATIONS

The Contractor shall:

- 3.1** designate a person acceptable to the County to act as liaison on behalf of the Contractor, in respect of any required or desirable communication with the County under this Agreement.
- 3.2** commence and complete the Services to be provided under this Agreement as per the Term set out in Clause 1.8 of this Agreement.
- 3.3** while this Agreement is in effect, all or any of the monies remaining to be paid may be withheld if the County deems that the Contractor fails to perform the Services in accordance with the terms and conditions of this Agreement, fails to complete the Services or to supply any materials required annually, under this Agreement.
- 3.4** when the County is satisfied that the Services were performed in accordance with the terms and conditions of this Agreement, the County will cause to be paid to the Contractor, any amount held back by the County under clause 3.3 above.
- 3.5** perform the Services in accordance with and subject to the terms and conditions contained in this Agreement;
- 3.6** use only competent personnel to perform the Services;
- 3.7** shall be responsible for the payment of all costs and benefits payable by or on behalf of his employees, including if applicable, holiday pay, sick time allowance, unemployment insurance, Worker's Compensation, Canada Pension Plan or any other pension plan contributions, health care insurance premiums, liability insurance or group life insurance.

- 3.8 undertake that the Services will be performed efficiently, in a good and workmanlike manner, and in accordance with the standards specified by the County, Alberta Environment, Alberta Municipal Affairs and Alberta Transportation.
- 3.9 Be bound by and observe all applicable federal, provincial and municipal legislation and related regulations, which, without limiting the generality of the foregoing, shall include the provisions of the Freedom of Information and Protection of Privacy Act and the AEPEA, all as amended from time to time, and the Contractor shall cause all of its employees and approved sub-contractors to be so bound;
- 3.10 Obtain and maintain at its sole expense all necessary permits, licenses, consents, approvals and rights-of entry to land or other estates or interests in land necessary for the Contractor to perform the Services in addition to any authorizations, consents, licenses, rights-of-entry or other estates or interests in land that have been obtained by the County and approvals required by all authorities having jurisdiction incidental to the performance of the Contractor's obligations under this Agreement;
- 3.11 Pay all fees and all other costs incidental to the performance of the Contractor's obligations under this Agreement;
- 3.12 Provide all such written and verbal reports as required by the County on the progress of the Services. The Contractor will make available such information, including data and documents, as the County may require from time to time to allow the County to evaluate the quality and progress of the Services; and
- 3.13 Upon receipt of request from the County, provide evidence of full compliance with all requirements of the Workers' Compensation Act to and including the dates of such requests, such evidence to include the Contractor and any and all sub-contractors.

4 HAZARDOUS SUBSTANCES

Without limiting any of the foregoing, the Contractor hereby represents covenants and warrants to and in favour of the County that in carrying out its obligations hereunder:

- 4.1 The Contractor shall not utilize any Hazardous Substance, nor allow any Hazardous Substance to be placed, held, located or disposed of on, under or at any lands (including any lands owned by the County, or under the County's care, control or management), without the prior written consent of the County, which consent may be arbitrarily withheld;
- 4.2 the Contractor shall not allow any lands (including any lands owned by the County, or under the County's care, control or management) to be utilized in any manner in contravention of any applicable laws intended to protect the environment, including without limitation, laws respecting the handling, disposal and emission of Hazardous Substances;

4.3 to the extent that any Hazardous Substance is utilized, placed, held, located or disposed of on, under or at any lands (including lands owned by the County or under the County's care, control or management) in accordance with the terms hereof, the Contractor shall:

4.3.1 comply with, or cause to be complied with, all applicable laws and regulations relating to the use, storage and disposal of the Hazardous Substance, as well as all terms or conditions required by the County;

4.3.2 at the request of the County, provide evidence to the County or compliance with all applicable laws, regulations and other requirements, such evidence to include inspection reports and such tests as the County may reasonably require, all at the Contractor's expense.

5 COUNTY'S OBLIGATIONS

The County shall:

5.1 following receipt of an invoice satisfactory to the County relating to the cost of the Services performed and subject to the proper discharge of the Contractor's obligations under this Agreement, pay the amount stipulated in the invoice within forty-five (45) days of receipt of the invoice;

6 TAXES AND DEDUCTIONS

The Contractor shall be responsible to collect, remit, and pay all source deductions, Canada Pension contributions, unemployment insurance premiums, taxes and GST and all other required payments, contributions or deductions under all applicable laws and authorities including, but not limited to, any assessments levied pursuant to the Workers' Compensation Act (Alberta) which arise or may hereafter arise with respect to the performance of the obligations of the Contractor under this Agreement and the County shall have no liability for the same.

7 RELEASE OF AND AUDIT

Notwithstanding any other provision contained herein to the contrary, the Contractor shall retain all statements, invoices, accounts, receipts and any other records pertaining to the performance of its obligations under this Agreement and, upon demand, the Contractor shall produce any or all of the same to the County or any person designated by the County within Thirty (30) days of receipt of the demand.

The County shall, upon request at all reasonable times, have access to any land or buildings owned by or under the control of the Contractor in which the Contractor keeps any documents referred to in the above paragraph; and the Contractor shall assist in exercising any entry to any land or building for the purpose of examined such documents in accordance with the above paragraph.

8 ADDITIONAL WORK

The County may authorize the performance of Additional Work by the Contractor. Upon the receipt of written notice from the County, the Contractor shall perform the Additional Work at the Additional Work rate specified by the Contractor in the Proposal. The Contractor hereby acknowledges that any Additional Work shall be performed as specified by the County in its written notice and in accordance with the terms and conditions contained in this Agreement.

9 RIGHT OF THE CONTRACTOR TO ACCEPT CONCURRENT RETAINERS

The Contractor may accept concurrent contracting retainers from other parties during the Term.

10 WARRANTIES AND REPRESENTATIONS

The Contractor hereby represents and warrants with and to the County, and acknowledges that the County is relying upon such representation and warranty, that the Contractor is in compliance with all laws and regulations of any public authority relating to the conduct of its business and has all required approvals, permits, licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said approvals, permits, licenses, certificates or authorizations.

11 INSURANCE

11.1 The Contractor shall obtain and maintain in force during the Term the following insurance, all satisfactory of the County, acting reasonably;

11.1.1 standard automobile, bodily injury and property damage insurance providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;

11.1.2 a comprehensive general liability insurance policy providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:

11.1.2.1 non-owned automobiles;

11.1.2.2 contractual liability including this Agreement;

11.1.2.3 broad form property damage endorsement;

11.1.2.4 sudden and accidental pollution liability; and

11.1.2.5 products and completed operations.

11.2 Workers' Compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Province of Alberta; and shall submit to the County a certificate from the Worker's Compensation Board showing that the Contractor is registered and is in good standing with the Board. The Contractor will remain in good standing with the Board throughout the entire term of this Contract.

11.3 employer's liability insurance respecting employees, if any, of the Contractor with limits of liability of not less than Two Million (\$2,000,000.00) Dollars per employee for each accident, accidental injury or death of an employee engaged by the Contractor; and

11.4 such other insurance as the County may from time to time reasonably require.

- 11.5** The Contractor shall ensure that all insurance coverage maintained by the Contractor in accordance with this Agreement shall name the County and any other party designated by the County as an additional insured, contain a severability of interests or cross liability clause, and shall provide that no such insurance policy may be cancelled without the insurer provided no less than thirty (30) days' written notice of such cancellation to the County. The Contractor shall, prior to signing of contracts, furnish written documentation, satisfactory to the County, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the Contractor as set forth herein shall be borne by the Contractor. The Contractor shall, prior to signing of contracts, furnish written documentation to the County evidencing Workers' Compensation coverage.
- 11.6** The Contractor shall ensure that any subcontractors it hires in relation to the Project have insurance coverage as set out in article 11.1. The Contractor shall ensure that the subcontractor's insurance complies with the provisions of article 11.2 herein.

12 INDEMNITY BY THE CONTRACTOR

The Contractor shall at all times and without limitation, indemnify and save harmless the County, its Councillors, directors, officers, agents and employees from and against all liabilities, losses, costs, damages, legal fees, disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which any of the County, its Councillors, directors, officers, agents and employees may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by a direct or indirect result of:

- 12.1** the misconduct, negligent action or negligent failure to act, as the case may be, of the Contractor and/or any of those persons for whom the Contractor is responsible at law (including, without limitation, any of its employees or sub-contractors); or
- 12.2** the costs of repairs, clean-up or restoration paid by the County and any fines levied against the County or the Contractor arising from the provision of the Services by the Contractor; or
- 12.3** any breach, violation or non-performance of any representation, warranty, obligation, covenant, condition or agreement in this Agreement set forth and contained on the part of the Contractor to be fulfilled, kept, observed or performed, as the case may be; or
- 12.4** damages to third parties caused by , resulting at any time from, arising out of or in consequence of the misconduct, negligent action or failure to act of the Contractor and/or any of those persons for whom the Contractor is responsible at law (including, without limitation, any of its employees or sub-contractors).

The provisions of this Section are in addition to and shall not prejudice any other rights of the County at law or in equity. This Section shall survive the termination or expiry of this Agreement for any reason whatsoever.

13 INDEMNITY BY THE COUNTY

The County shall indemnify and save harmless the Contractor, its directors, officers, agents and employees from and against any claim, liability or cost which the County, directors, officers, agents and employees may sustain, pay or incur or which may be brought or made against all or any of them arising out of any reuse or modification:

13.1 by the County of any professional drawings provided by the Contractor; or

13.2 by any person who obtains the professional drawings from or through the County.

14 CONFIDENTIAL INFORMATION

All information and data received and compiled by the Contractor, while performing the Services, shall be treated as confidential for the benefit of the County constitutes a part of County Property and shall not be disclosed or made known to any other person except as authorized by the County.

The Contractor acknowledges and agrees that the County is the sole legal and beneficial owner of any and all of the County Property. The Contractor shall unconditionally deliver any and all County Property to the County within 60 (sixty) days of the expiry or termination of this Agreement.

This Section shall survive the termination or expiry of this Agreement.

15 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

15.1 Definitions

15.1.1 Contract is the process by which a public body enters into a contract enforceable in law where a legal obligation is defined between the government and another party or parties.

15.1.2 Control means that the public body has the authority to manage the record including restricting, regulating, and administering its use, disclosure and disposition. A public body will often exert control over records created under a contract even though the records may be in the possession of the Contractor.

15.1.3 Custody means that the record is in the possession of the public body and the public body has a right to deal with the record and some responsibility for its care. It may be important for a public body to ensure continuity of custody over a record to meet legal requirements or to state clearly in a contract that this custody is being transferred to another party.

15.1.4 Personal Information is defined in Section 1 (1) (n) of the FOIP Act as recorded information about an identifiable individual.

15.1.5 Record is defined in Section 1(1) (q) of the FOIP Act as "recorded information in any form, and includes books, documents, maps, drawings, photographs, letters, vouchers, papers and any other information that is written, photographed, recorded or stored in any manner, but does not include software or any mechanism that produces records."

15.1.6 Transitory Record means a record (as defined above) containing information of temporary value, which does not have some future administrative, financial, legal, research, or historical value to the government. This would include such information as duplicate records, draft documents, working materials, publications, blank forms, and temporary notes that do not have long-term value.

15.2 Complying with FOIP

The Contractor acknowledges that the Freedom of Information and Protection of Privacy Act applies to all information and records relating to, or obtained, created or collected under this Contract. All documents submitted to Vulcan County are governed by access and privacy provisions of the Freedom of Information and Protection of Privacy Act. While this Act allows persons a right of access to records in Vulcan County's custody or control, it also prohibits Vulcan County from disclosing your personal information or confidential business information. This prohibition takes effect if disclosure would be significantly harmful to your business interests or would be an unreasonable invasion of your personal privacy as defined in Sections 15 and 16 of the Act. Contractors are encouraged to identify those portions of their submissions which they are submitting in confidence and which, if revealed, would harm the business interests of the company.

15.3 Responding to FOIP Requests

Notwithstanding the termination or expiry of this Agreement, the Contractor acknowledges that information and records compiled or created under this Agreement which is in the custody of the Contractor are subject to the Freedom of Information and Protection of Privacy Act. If a request is received for any of these records, the Contractor shall forward the information and records, at the Contractor's expense, to the County within fifteen (15) calendar days of official notification by the County.

15.4 Transfer of Records and Conditions of Management

The County shall furnish to the Contractor such information in its possession reasonably required for the proper performance of the obligations of the Contractor, and shall, in every way provide such cooperation as is reasonable in order for the Contractor to be able to perform the Services.

Except as otherwise agreed to in writing by the County, upon completion or termination of this Agreement, all data, documents, surveys, plans, reports, results of tests, design notes and calculations, examinations, analyses and other information acquired or produced in connection with or as a result of the performance of the Services and paid for by the County become the sole property of the County without further compensation or payment to the Contractor, and the Contractor shall transfer possession of the data and other mentioned matters to the County.

15.5 Segregation of Records

The Contractor must keep separate from all its other records and databases all personal information transferred to it by Vulcan County or collected or compiled under this contract.

15.6 Ownership of Records

The Contractor acknowledges that all (or specific) documents, surveys, plans, reports, examinations, analysis, master plates for a final report, and any and all other materials related to

the services provided under this Contract are the property of Vulcan County. They must be given to Vulcan County immediately upon request or when the contract ends, whichever occurs first.

15.7 Records Retention

The records required to be created, obtained and maintained for Vulcan County under this contract become and remain the property of Vulcan County and are to be delivered to the County at the Contractor's expense.

Transitory records as defined under this contract may be disposed of when they are no longer required, unless Vulcan County advises the Contractor to retain certain transitory records because a FOIP request has been received. Destruction must be done according to all rules and regulations, which are now or may hereafter be established by the Government of Alberta.

Offences and Penalties

The Contractor acknowledges that Section 86 of the Freedom of Information and Protection of Privacy Act specifies that a person who:

16.7.1 willfully destroys any records which are governed by the Act with the intent to evade a request for access to records; or

16.7.2 willfully collects uses or discloses personal information in violation of Part 2 of the Act or gains or attempts to gain access to such personal information in violation of the Act; is guilty of an offence and is liable to a fine or not more than \$10,000.00.

15.8 Responsibilities of Employees and Agents

The Contractor agrees to notify each employee, officer and other person who may see or obtain access to the personal information of the duties and obligations established by Part 2 of the Freedom of Information and Protection of Privacy Act and any specific processes and duties specified in the contract.

The Contractor is responsible for ensuring the complete compliance of its employees and agents with all terms and conditions related to protection of privacy. In the event that the Contractor becomes aware of a breach of any of these terms of conditions, it must notify Vulcan County immediately in writing and take all reasonable measures to prevent any further breaches of these terms or conditions.

15.9 Collection of Personal Information

The Contractor may not collect personal information pursuant to this contract, for the public body, unless the collection is authorized under the contract or the public body authorizes the collection.

Where personal information is collected for Vulcan County the Contractor must collect it directly from the individual the information is about and must inform the individual of:

15.9.1 The purpose for which the information is being collected; and

15.9.2 the specific legal authority for the collection; and

15.9.3 the title, business address and business telephone number of an officer or employee of the public body who can answer the individual's questions about the collection.

15.10 Accuracy and Completeness

The Contractor, its employees and agents will make every reasonable effort to ensure that personal information that is or is to be used to make a decision that directly affects an individual is both complete and accurate.

15.11 Correction

The Contractor acknowledges that individuals or their representatives have the right to request the Minister to correct personal information that the Contractor, its employees and agents may have either received from the public body or collected or compiled about an individual. The Contractor must undertake to make any corrections or annotation required by the Minister within five (5) working days of receiving notice and direction to do so by Vulcan County.

15.12 Protection of Personal Information

The Contractor must protect personal information in its custody by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal of personal information. Specific measures include (state specific measures for physical, personnel and information technology security).

15.13 Use and Disclosure of Personal Information

The Contractor must ensure that no use or disclosure may be made of the personal information obtained by or provided to the Contractor for any purpose other than what is needed to carry out this contract unless the Contractor has received the prior express written authorization for doing so from Vulcan County.

15.14 Hold Harmless

The Contractor agrees to hold harmless Vulcan County from any and all third party claims, demands, or actions for which the Contractor is legally responsible, including those arising out of negligence, wilful harm, or crimes by the Contractor or the Contractor's employees or agents. This hold harmless shall survive this Agreement.

16 SET OFF RIGHT TO BENEFIT OF THE COUNTY

Where the County determines that the performance of the obligations of the Contractor is not in accordance with this Agreement, the County may require the Contractor by written notice to remedy such deficiency at the Contractor's sole expense and within such time as stipulated by the County.

If such deficiency is not remedied to the satisfaction of the County, the County shall have the right, but shall be under no obligation, to remedy the deficiency to the County's satisfaction at the sole expense of the Contractor.

The Contractor shall be liable for all costs incurred by the County to remedy such deficiency. Any amount paid or incurred by the County under this Section shall constitute a debt due and owing to the County and such amount may, without further action or notice, be set-off against any sum of money owed by the County to the Contractor, as such may exist from time to time, until all amounts owing to the County have been completely set off.

The exercise by the County of the rights set out in this Section shall not limit or prejudice any other rights of the County, howsoever arising and the County's rights set out in this Section shall survive the expiry or termination of this Agreement.

17 TERMINATION

Either party may terminate this Agreement, without cause, upon written notice to the other party on May 31, of any year, or the next regular business day immediately following. Termination shall take effect, after the completion of the contract Scope of Work for the current assessment cycle year.

18 FORCE MAJEURE

If the parties shall fail to meet their respective obligations hereunder within the respective time prescribed therefore and such failure shall be directly caused or materially contributed to by Force Majeure, such failure shall be deemed not to be a breach of the obligations of such party, provided however, in such event, such party shall use its best efforts to put itself in a position to carry out its obligations hereunder as soon as reasonably possible.

19 GENERAL

19.1 Notices

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

19.1.1 personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid and addressed as specified in subsection 20.1.3 below; or

19.1.2 by telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:

19.1.2.1 upon transmission with answer back confirmation if received within the normal working hours of the business day; or

19.1.2.1 at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or

19.1.3 by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received;

Except as herein otherwise provided, notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or

courier, or five (5) days after the same has been mailed in a prepaid envelope by single registered mail to:

19.1.3.1 Vulcan County,
Box 180, 102 Centre Street,
Vulcan, Alberta T0L 2B0.
Attention: Chief Administrative Officer

19.1.3.2 {Insert Firm Name}
{Insert Firm Address}
{Insert Firm Address}
Attention: _____

or to such other address as each party may from time to time direct in writing.

20.1 Governing Law

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

20.2 Time of Essence

Time shall be of the essence in this Agreement.

20.3 Headings

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

20.4 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 employer and employee, principal and agent, partnership, or of a joint venture 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 the two parties at arm's length.

20.5 No Authority

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

20.6 Agreement Entire Relationship

This Agreement constitutes the entire agreement between the parties hereto and 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.

20.7 Further Assurances

Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

20.8 Amendments

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

20.9 Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

20.10 Counterparts

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first above written.

20.11 Statutory Reference

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

20.12 Unenforceability

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

20.13 Survival

The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

20.14 Remedies Generally

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

20.15 Payment of Monies

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any proposal of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the proposal is desired and it shall be sufficient that a negotiable bank draft is provided instead of cash.

20.16 GST Exclusive

All amounts payable by the County to the Contractor hereunder will be exclusive of any goods and services tax ("GST") and the County will, in addition the amounts payable hereunder, pay to the Contractor all amounts of GST applicable thereon. The Contractor's GST number is _____.

20.17 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

20.18 Binding Effect

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

20.19 Assignment

Neither party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other party, such consent which shall not be unreasonably withheld.

20.20 Requests for Consent

Each party shall provide any decision with regard to a request for consent in a timely manner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first written above.

SIGNED, SEALED and DELIVERED

by

Signature

Signature of Witness

Name (Please Print)

Name of Witness (Please Print)

Signature

Signature of Witness

Name (Please Print)

Name of Witness (Please Print)

Vulcan County

David Schneider, Reeve

Leo Ludwig, C.A.O.

AFFIDAVIT OF EXECUTION

CANADA) I, _____
) of the _____ of _____, in
PROVINCE OF ALBERTA) the Province of Alberta,
) MAKE OATH AND SAY THAT:
TO WIT:)

1. I was personally present and did see _____ named in the within (or annexed) instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. The same was executed at _____ of _____ in the Province of Alberta, and that I am the subscribing witness thereto.

3. I know the said _____ and he is, in my belief, of the full age of eighteen (18) years.

SWORN BEFORE ME at the _____ of _____)
_____, this _____ day of _____)
_____, 20____.)
)
)
)
)
A COMMISSIONER FOR OATHS IN AND FOR THE)
PROVINCE OF ALBERTA)