



REQUEST FOR PROPOSAL

PROPOSAL:	Transit Feasibility Study
ISSUE DATE:	Wednesday, July 2, 2025
FROM:	Travel Drumheller Representative: Lana Phillips, Destination Development Manager
CLOSING DATE/TIME:	Wednesday, August 6, 2025 at 2:00pm MDT
SUBMISSION:	Submission ONLY accepted by EMAIL Subject line: Transit Feasibility Study E-mail to destinationdevelopment@traveldrumheller.com
PROPONENT:	
SIGNATURE:	
CONTACT NAME and TITLE:	
CONTACT EMAIL:	
CONTACT PHONE:	

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REQUEST FOR PROPOSALS

Request for Proposal

The following table represents Travel Drumheller's anticipated schedule for this Request for Proposal. This schedule is subject to change at Travel Drumheller's discretion:

Activity	Date	Time (MDT)
Issuance of RFP	July 2, 2025	10:00 hrs
Close of Questions Deadline	July 30, 2025	12:00 hrs
RFP Closing Date	August 6, 2025	14:00 hrs
Interviews	August 20, 2025	09:00 to 17:00 hrs
Notification of Results	August 25, 2025	10:00 hrs

Questions or Inquiries

Questions or inquiries regarding this Request for Proposal will be considered if received not later than the date and time provided in the Request for Proposal ("Close of Questions Deadline"). Questions may be submitted via email and must be directed to the contact person listed below.

Lana Phillips, Destination Development Manager

destinationdevelopment@traveldrumheller.com

Phone: (403) 436-0136

This RFP, any RFP addendum, including question responses, will be **posted on the Travel Drumheller website:** <https://traveldrumheller.com/about/>. The information on the Travel Drumheller website is considered the official location for this RFP. Other tools will be used to promote the RFP to a broad network of potential consultants.

Travel Drumheller, its agents and employees shall not be held responsible for any information given by way of verbal/oral communication.

Closing Date

Proposals must be received via email no later than the date and time provided in the Request for Proposal Schedule ("RFP Closing Date").

Any submissions received after this date and time will be considered disqualified.

Proposals must be submitted via email and received in the destinationdevelopment@traveldrumheller.com email inbox by the date and time stated in the Proposal Schedule and have the email subject line: Transit Feasibility Study

INVITATION

Project Overview

Travel Drumheller invites qualified consultants to submit proposals to provide professional services to complete a **Transit Feasibility Study (the Study) for the lands within the municipal boundary of the Town of Drumheller**. The study is a starting point, intended to provide information the community can use to explore future transportation options within the valley, if there is interest.

The Study is one part of the Valley Connect project, formerly known as 'Exploring Transportation Opportunities'. The other part of Valley Connect is the Pilot, which is the development and launch of a summer shuttle bus pilot, starting in 2026. Valley Connect is one of the actions being implemented out of the Destination Development Plan – the regional tourism plan. Both components are moving forward concurrently, thus communications and community engagement will be coordinated.



Scope of Work

The successful proponent is responsible for the Study component of the project, which will need to be **completed by no later than March 31, 2026**. The goal of the Study is to provide a better understanding of how Drumheller may be able to use transit to address challenges resulting from its geography and tourism growth.

The analysis would evaluate a phased approach to the establishment of transit within the Town of Drumheller that considers:

- Ridership demand, including seasonal variations (ie. visitor and resident ridership)
- Assessment of service options (eg. fixed, on-demand, hybrid)
- Assessment of stop locations and routes
- Identifying basic fleet requirements
- Preliminary costing.

It is expected that the approach to the Study includes:

- A community profile / current state of transportation within Drumheller and identification of needs
- A brief summary / consideration of other relevant transportation/transit systems
- Transit service options
- High-level capital and operating costs
- Potential funding sources, considering private and/or public operation
- Community engagement that includes a range of interest-holders in the community (ie. Residents, businesses, organizations, government)

The proponents, leveraging their expertise and experience, may refine and/or provide more detail on the components and analysis within their proposed transit feasibility study.

Destination Development Manager

The Destination Development Manager, Lana, will be the primary point of contact and will work closely with the successful proponent to move Valley Connect forward. They report to the Executive Director of Travel Drumheller and utilize the Destination Development Plan Steering Committee for insights and direction. The Committee, made of representatives from across the region, meets quarterly (September 24, November 26 and January 21).

For the Study, Lana will support the work through:

- Sharing research to date including local information and transit research
- Actively planning and undertaking community engagement, including logistics, alongside the proponent
- Serving as a connector to interest-holders in the community
- Enabling access to existing communication channels (eg. E-newsletters, webpage, etc)

As the Project Manager, Lana will be concurrently working on fundraising, establishment, monitoring and reporting on the Pilot component of Valley Connect. The Pilot is preliminary outlined as a visitor focused summer service, with a fixed-stop route within Drumheller, starting summer 2026. Lana is responsible for additional actions too.

The Destination Development Manager role is currently contracted to Lana Phillips until October 2026. Feel free to explore her [LinkedIn profile](#) to understand the knowledge, skills and experience she brings to the project.

Local Context

The Organization – Travel Drumheller

Travel Drumheller is the Destination Marketing and Management Organization for the Drumheller region. They are a not-for-profit organization managed by the Executive Director who reports to a voluntary Board of Directors. Currently the organization includes three full-time, one part-time and four contract staff. Travel Drumheller is funded by a voluntary Destination Marketing Fund collected by accommodation providers in Drumheller, grants from Travel Alberta, partnership dues and other project-based grant funding from the Provincial and Federal government.

[Travel Drumheller](#) has seen significant growth and success since 2020 when the full-time Executive Director was put in place. This evolution has seen Travel Drumheller progress into a more destination management and stewardship role and has a much higher profile in the community. Reflecting this shift locally and changes within the tourism industry, a new strategic plan was developed in 2025 (pending approval).

A significant project undertaken by Travel Drumheller in 2022/23 was the creation of the Destination Development Plan (DDP/Destination Drumheller). This regional (see inset graphic) tourism plan provides a vision to be an iconic year-round destination grounded in community. Continuing to lead, Travel Drumheller has contracted a Destination Development Manager to implement actions of the DDP. This impactful, strategically driven work continues with the focus for 2025/26, Valley Connect.

The Community – Drumheller

Drumheller is a rural Alberta town of 8,400 people located about 110km north-east of Calgary. Drumheller is in a long and skinny valley (~50 km x 2km) along the Red Deer River, providing a spread-out population in one of Alberta's largest towns in land area (~111 sq.km). The Town of Drumheller is the consolidation of a few historically distinct communities. Centralized around the intersection of major highways are the downtown, community recreation amenities, the hospital, government administration and more. Tourism is essential to Drumheller's economy and is a priority area of growth for Alberta's tourism economy.



Graphic: The regional plan area in the Destination Development Plan

Tourism

Drumheller is recognized as the “*Dinosaur Capital of the World*”. The region is rich in geological and paleontological history. The breathtaking landscapes are unique in Canada. Drumheller region is a developing tourism cluster with major attractions, activities, events and visitor experiences. Although the region attracts about a million visitors each year, visitation is primarily in the summer and remains focused on a few major attractions, including the Royal Tyrrell Museum. There is huge potential to build on these strengths and create a year-round global tourism destination.

The most recent Business Survey (2025) shows that tourism supports 1 in 4 jobs and \$116 million in sales in Drumheller.

Travel Alberta has identified Canada's Badlands (including Drumheller) as a Breakthrough Destination, representing a region to become an export ready destination attracting higher value visitors, in particular international visitors with higher spending power to the area.

Policy and Research Considerations

The Town of Drumheller Municipal Development Plan (adopted in 2020) includes the goal to “enhance Valley-wide transportation systems to expand the reach and diversity

of mobility options, providing a range of robust options for travelling within Drumheller". This goal includes the objectives of "increase the modal share of active and alternative transportation" and "support the development of regional transportation connections to Drumheller." The MDP further speaks to:

- Considering potential future transit connectivity,
- Shifting to include more alternative transportation
- Providing transit service to address the needs of youth/young adults and providing an alternative travel method for visitors
- Complete streets with safe access for transit riders, and users of all ages and abilities, and
- Providing sustainable services that support Drumheller's continued growth and resiliency.

The Community Social Needs Assessment (2023) suggested actions include looking at inter-valley transit options and ways to increase residents' mobility. 1 in 5 participants said they couldn't participate in services or activities because they could not get there.

The Downtown Area Redevelopment Plan (adopted in 2021) speaks to improving the ease of navigating between destinations and supporting downtown as a 'basecamp for the valley'. Downtown is a potential stop location.

More recent research, including the [Summer Visitor Survey](#) (2024) and Business Impact Survey (2025) ([Summary](#)) provide insights into the current and future transportation in the community.

Current Transportation

The current public transportation options in Drumheller are extremely limited and fail to provide inclusive and broad opportunities to move people. Those without a driver's license and/or access to a personal vehicle are limited to seasonally available active transportation (walk, bike) or taxi. There is often a single taxicab serving the community.

The only existing transit service in Drumheller is known as the Valley Bus whose purpose is to provide low cost, accessible transportation for senior citizens and persons requiring assistance (mentally and physically challenged). The Valley Bus provided 8,964 rides in 2023 and are on track to provide 10,000 rides in 2024.

There are no transit or accessible transportation options connecting Drumheller to other communities with the closure of Greyhound. There are private charter services/tours into Drumheller for visitors, however, there are no regularly scheduled, affordable options for community members or visitors to get to/from other communities. Establishing in-town transportation is essential to longer term opportunities for transportation (private/public) connections within the region and to Calgary.

Community Interest-holder Engagement

Travel Drumheller, its Strategic Plan and the DDP aim to ground their work in community, thus engagement with those who make Drumheller is important and to be a part of the Study and Valley Connect project.

The proponent should outline the range of tools and tactics to be used and their purpose in the Study. It is intended that engagement tools be utilized to

engage the wider business community, residents, partner organization and government (staff and Councils). The Committee is expected to be used to help provide insights into the Study and Valley Connect project.

Interest-holders that could be engaged with include:

- Residents
- Drumheller business owners (tourism and other industries)
- Regional business owners (tourism and other industries)
- Travel Drumheller paying partners
- Local and regional partner organizations (eg. Chamber of Commerce)
- Travel Alberta
- Local (Drumheller) and Regional (Kneehill, Starland, Wheatland) Municipal Councils and administration
- Indigenous Groups, such as Siksika First Nation

Town of Drumheller

The Town of Drumheller municipal government plays a specific role in the Valley Connect project. The Steering Committee invites two administrative staff to participate: the Economic Development Manager and Director of Infrastructure Services.

Through discussion and grant letters of support, the Town has outlined their participation in the Study as follows:

- providing available municipal data and reports that would support the analysis.
- use of Town communication channels to help promote the project, and engagement opportunities, to the community.
- enable participation by key administrative staff and regular updates to the Town of Drumheller Council.

Given current focus of the Town of Drumheller, limited resources are allocated for exploring transit, thus engagement with the Town of Drumheller must be focused and purposeful.

Information to be Available

- [Drumheller Destination Development Plan](#)/Destination Drumheller
- Travel Drumheller Strategic Plan 2025-2027
- Business Impact Survey (2025) ([Summary](#))
- [Summer Visitor Survey](#) (2024)
- Resident Sentiment Survey ([2023](#), [2024](#))
- [Municipal Development Plan](#) (2020)
- [Downtown Area Redevelopment Plan](#) (2021)
- Community Social Needs Assessment (2023)

The Destination Development Manager will provide the successful proponent a summary of the transit research to date (as groundwork for the Pilot) and other local details (eg. Valley Bus reports).

Deliverables

The deliverables for the Study, minimally include the following:

1. Monthly progress reports

The reports, provided by email to the Destination Development Manager, provide a quick snapshot of the status of the Study in relation to the planned timelines and approach. Transparent and proactive sharing of challenges is encouraged.

2. Community interest-holder engagement

The proponent should outline their intended tools or tactics. Engagement will be coordinated alongside the Pilot, which is planned to include an in-person event in Oct/Nov 2025 and Jan/Feb 2026.

3. Draft Transit Feasibility Study

Content outlined in the Scope of Work. Draft copy is anticipated to be reviewed by the Destination Development Plan Steering Committee.

4. Final Feasibility Study

Final version to be shared with interest-holders across the region and beyond.

5. Consolidated Project Materials

The consolidated project materials (eg. research, engagement surveys and results, panels, etc) and final deliverables should be provided digitally throughout the project for information/use of Travel Drumheller.

The proponent should include both a site visit, and optional presentation of the Final Feasibility Study.

Materials may be required by the proponent to complete necessary grant funding reporting.

Proposed Schedule

Activity	Date
Project Initiation	Wednesday September 3, 2025
Project Completion	Tuesday March 31, 2026

All work associated with this contract must be completed, with the **final products submitted no later than Tuesday March 31, 2026.**

Monthly progress reports will be submitted to the Destination Development Manager. It should be understood that the RFP gives a general outline on the reporting and meeting requirements and that the Destination Development Manager will work with the proponent to establish expectations around the format, progress, direction, and frequency of communication.

Online or hybrid meetings are anticipated to be the primary meeting approach. Proponents are required to include a site visit in their proposal, and an in-person meeting may be scheduled for the same day.

Below is a minimum suggested level of communication with respect to reporting during the project:

- Startup Meeting

- Bi-weekly Status meetings
- Draft Plan – Presentation to the Steering Committee and Travel Drumheller staff

Proposed Budget

The **maximum budget for the project is \$50,000, before GST**. Billing should indicate personnel, number of hours, hourly rates and expenses. All payments will be predicated on acceptance of interim, and/or final products. At no time shall the contract fee be exceeded.

PROPOSAL SUBMISSION REQUIREMENTS

Mandatory Requirements

Proposals must comply with the following requirements in order to be considered by Travel Drumheller:

1. The Proponent must be able to list Travel Drumheller as an additional insured. The successful Proponent must be able to provide proof of the following insurance requirements:
 - a. General Liability Insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence for personal injury and/or property damage.
 - b. Automobile Liability Coverage in an amount not less than Two Million Dollars (\$2,000,000) per accident for bodily injury and/or property damage.
 - c. Professional Liability Insurance covering the services provided by the Consultant with policy limits not less than One Millions Dollars (\$1,000,000) per claim.

The Proponent should submit confirmation of full compliance to the requirements with their proposal.

Proposal Format Requirements

Proposal page limit **shall not exceed 10 pages** (with up to an additional 10 pages for staff resumes). Proposals' content should be organized in the following format to ensure proper evaluation:

- Cover Page (First page of this RFP)
- Executive Summary
- Qualifications & Experience
 - Corporate
 - Key Staff
 - Confirmation of Compliance with Mandatory Requirements
- Study
 - Methodology
 - Engagement Ideas
 - Schedule, including a Gantt or flowchart of major activities
- Fee Proposal

Proposal Criteria

The following provides a description for each of the previous mentioned criteria:

Cover Page – The cover page is the first page of this RFP document and should be completed in full and attached as the first page of the Proposal. It must be signed by an authorized representative of the Proponent.

Executive Summary – The executive summary should present highlights of the Proponents Proposal and should be no more than one (1) page.

Qualifications and Experience – Proponents are to explain why they are the best choice to provide the services as described in the Request for Proposal. Key strengths should be clearly identified.

Provide summary and related references for at least three projects completed within the last five years, for which the Proponent has provided prime consultant services. These reference projects must:

- Be similar in nature to the project for which the Proposals are being sought; and
- Have a required scope of services similar in nature to this project.

Proponents shall include, together with their sub consultants (if applicable), a list of key staff that will be involved in the project. The Proposal should clearly identify the roles each key staff will be responsible for in the implementation of the anticipated contract.

A resume shall be provided for each staff member that includes, but is not limited to, qualifications, education, experience, capability and current workloads. The location of the offices of the key team members shall be identified. Each employee's contribution to this project shall be identified as a percentage of the project as a whole. In addition, the percentage this project would represent of the individual employee's entire workload shall be provided.

For example:

Employee	Project Contribution	Workload
Employee A	60%	80%
Employee B	30%	50%
Employee C	10%	5%

Proponents are required to provide confirmation and evidence that they meet all the Mandatory Requirements as outlined in the Proposal Submission Requirements.

Study – Proponents are to showcase their overall understanding and approach to the scope of work.

Proponents are to share their methodology with a clear understanding of the objectives of the project. The proponent should include a clear explanation of their proposed approach. The Proponent shall also include any innovative comments and ideas pertaining to the project that may not have been addressed in the Request for Proposal as they see fit.

Proponents should outline the range of engagement tools and tactics to be used. The purpose and targeted interest-holders should be provided.

Proponents are to provide a Project Schedule and site visit schedule for the duration of the project. **A Gantt or flowchart outlining the major activities from initiation to completion of the project phase is required.** The absolute deadline for this project is **March 31, 2026**. Proponents are required to provide their expected completion date for the project.

Fee Proposal – Proponents are to provide a detailed cost breakdown detailing each task, project team member, estimated hours, hourly rate and disbursements. The budget is to include all expenses, such as travel costs as there are **no other funds for**

the project. The financial evaluation will be calculated by taking the lowest proposal price divided by each other proponents' proposal price. The calculated point will then be multiplied by the weight indicated in the evaluation criteria and weighting table.

Additional Content – Proponents may at their discretion include additional information which they consider relevant to ensure a full and proper evaluation, provided that the specified maximum allowable number of pages is not exceeded.

Interview

The evaluation procedure may include a short list based on the stated evaluation criteria. The short-listed proponents may be asked to prepare a presentation or provide additional technical information or clarification prior to the final selection.

Interviews will be online or at the Travel Drumheller office on **August 20, 2025** (if necessary). The interviews will be scheduled through Lana Phillips, destinationdevelopment@traveldrumheller.com, (403) 436-0316.

INSTRUCTIONS

1. Definitions

- 1.1. "Mandatory" means an essential requirement.
- 1.2. "Travel Drumheller" is synonymous for the purposes of this RFP. They mean a duly authorized representative on behalf of Travel Drumheller.
- 1.3. "Consultant" means the successful Proponent that enters into an agreement with Travel Drumheller.
- 1.4. "Proponent" means the person or firm responding to this RFP.
- 1.5. "Proposal" means the submission received from a Proponent in response to this RFP.
- 1.6. "Request for Proposal" or "RFP" means this entire document, and any addenda thereto issued before the RFP closing time.
- 1.7. "The Work" refers to the activities related to the scope of this RFP.

2. Originals and Copies – Proposals can be submitted by email in accordance with the details on the covering page of the RFP.

3. Oral Representations – Proponents shall not rely upon any oral information provided by Travel Drumheller or its representatives.

4. RFP Clarifications/Addenda – Proponents shall carefully examine the Request for Proposal Documents and report any errors, omissions, discrepancies or clauses requiring clarification. When necessary, Travel Drumheller shall respond to questions and clarifications by way of Addenda to report any changes to the Request for Proposal Documents. Any Addenda issued prior to the closing date will form part of the Request for Proposal Documents.

5. Rejection of Proposals – Travel Drumheller shall not be obligated to accept Proposals that are unsigned, incomplete, conditional, illegal, or contain irregularities of any kind or if the Proponent fails to meet all the requirements stated in this Request. Travel Drumheller also reserves the right to disqualify any Proponents submission whose credentials or performance has been deemed unsatisfactory in the past.

6. Travel Drumheller's Discretion – Travel Drumheller reserves the right to accept, or reject any Proposal, and not necessarily the lowest cost Proposal.

7. Budget Funding – If the Proposal pricing submitted in the best evaluated Proposal exceeds the amount Travel Drumheller has budgeted or estimated, Travel Drumheller may either reject all proposals, award the contract to the Proponent who submitted the next best evaluated Proposal with proposal pricing that is within Travel Drumheller's budget, or attempt to negotiate a lower price with the Proponent who submitted the best evaluated Proposal.

8. RFP Cancellation – Travel Drumheller reserves the right to cancel this Request for Proposal for any reason without any liability to any Proponent or to wave irregularities at their own discretion. No payment will be made by Travel Drumheller for costs incurred in the preparation or submission of this document.

9. Conflict of Interest – The Proponent shall have no pecuniary interest in the

business of any third party that would cause, or seem to cause, a conflict of interest in carrying out any consulting services for Travel Drumheller. Should such an interest be acquired during the Proposal process, the Consultant shall immediately declare it to Travel Drumheller. Travel Drumheller will, immediately upon notification, take action as it deems appropriate. This may include rejection of the submitted Proposal.

10. **Proposal Confidentiality** – All documents submitted to Travel Drumheller will be subject to the protection and disclosure of the Alberta *Freedom of Information and Protection of Privacy Act (FOIP ACT)*.

11. **Evaluation of Proposals** – Proposals will be evaluated as follows:

11.1. **Mandatory Requirement Screening** – Proposals must meet the Mandatory Requirements outlined the Proposal Submission Requirements Section. It will be at Travel Drumheller’s sole discretion to determine if a Proposal shall be disqualified due to insufficient or incomplete information.

11.2. **Evaluation Criteria and Weighting** – Proposals meeting the Mandatory Requirements will be evaluated in accordance with the following criteria and weighting:

Item	Evaluation Criteria	Weight
1	Quality of Proposal	10
2	Key Staff & Qualifications	10
3	Methodology	30
4	Project Schedule	20
5	Financial	15
6	Interview	15 (If no interviews held it will be scored out of 85)
	TOTAL	100

11.2.1. **Evaluation of Technical Requirements** - The technical requirements of this Proposal are “Quality of Proposal,” “Key Staff & Qualifications,” and “Methodology.” The Proponent’s responses to these technical requirements will be evaluated using a rating scale of 0 to 5 as outlined below. The determined rate score will then be multiplied by the predetermined weight as specified in the chart above. Each weighted score will be added to arrive at a total score for the technical requirements. In the event of a tie score, the technical requirements score will be used as a tiebreaker. Travel Drumheller will assign scores at the sole discretion of the Evaluation Committee assigned to the project.

Rating	Explanation
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5	Excellent	Exceeds Requirement/Adds Value
4	Above Average	Exceeds Minimum Requirements
3	Average	Meets Minimum Requirements
2	Below Average	Falls Short of Expectations. Lacking Innovation
1	Poor	Falls to Meet Minimum Requirements
0	Non-Responsive	Did Not Attempt to Address Requirement

- 11.2.2. *Quality of Proposal* – Proposals will be evaluated on the overall package including presentation, completeness, and relevant information provided.
- 11.2.3. *Key Staff & Qualifications* – Proposals will be evaluated on the qualifications and availability of key staff. Staff members with experience related to transit analysis will be considered the most valuable.
- 11.2.4. *Methodology*– Proposals will be evaluated on their approach to completing the Study. It is important that the Proposal demonstrates a clear understanding of the various components of this project and a comprehensive approach to development of the methodology.
- 11.2.5. *Financial* – The financial evaluation will be calculated by taking the lowest Proposal Price divided by all other Proponents Proposal Price. The calculated point will then be multiplied by the weight indicated in the Evaluation Criteria and Weighting table above.
- 11.2.6. *Project Schedule*- this will be evaluated by looking at the proposed schedule and how it meets Travel Drumheller's deadline of March 31, 2026.
- 11.2.7. *Interview* – The interview will be evaluated based on the responses to questions asked by the Evaluation Committee relating to the project team, schedule, budget, and technical aspects.
12. *Award* – The Evaluation Committee assigned to the Request for Proposal will make an award to the Proponent that submitted the Proposal with the highest total score within the available budget amounts.
13. *Proposal Feedback* – All unsuccessful Proponents will be notified within three (3) business days after contract award.
14. *Communication* – Proponents or bidders are required to ensure that no communication is made by the proponent/bidder or its representatives, including a third-party representative employed or retained by it, to promote or oppose any bid/proposal, make any public announcement, or communicate with any news media in any way unless such communication has first been approved by and appropriate Travel Drumheller Official. Failure to comply with this

communications clause may affect the current awarded contract, as well as future contracts.

GENERAL TERMS

1. Reporting

- 1.1. The Consultant shall submit to Travel Drumheller regular progress reports with respect to the Services provided by the Consultant. If Travel Drumheller, acting reasonably, determines that additional progress reports are necessary, the Consultant shall submit all additional progress reports requested at no additional cost to Travel Drumheller.
- 1.2. The Consultant shall meet with Travel Drumheller's the Destination Development Manager and any other Travel Drumheller staff as appropriate to discuss the project's progress, to review interim results, and to receive direction as required. If Travel Drumheller, acting reasonably, deems additional meeting necessary, the Consultant shall attend those meetings.

2. Termination of Agreement

- 2.1. Travel Drumheller may terminate this Agreement immediately by giving the Consultant written notice if the Consultant:
 - a. in the opinion of Travel Drumheller, fails to complete the Services or any portion thereof within the time stated in this Agreement for such completion, or
 - b. becomes insolvent or commits an act of bankruptcy or
 - c. abandons the project or
 - d. assigns this Agreement without the required written consent or
 - e. fails to observe or perform any of the provisions of this Agreement or
 - f. has any conflict of interest, which may, in the opinion of Travel Drumheller, have an adverse effect on the Project.

3. Indemnity

- 3.1. The Consultant agrees to indemnify, protect, and save harmless Travel Drumheller, its officers, agents and employees from and against any and all losses, claims, demands, payments, suits, judgments, charges, expenses, actions, causes of action and costs arising out of the willful misconduct of the Consultant including, but not limited to, trespass or nuisance and the negligent performance of the Consultant's services.

4. Insurance

- 4.1. During the term of this agreement, the Consultant must carry the following:
 - a) Commercial General Liability including bodily injury, death and

property damage, in an amount of \$5,000,000 (combined single limit on each occurrence). Such coverage is to include blanket contractual liability, contingent employer's liability, cross liability, contractors' protective liability, non-owned automobile, attached equipment, broad form property damage, products and completed operations and sudden and accidental pollution. Travel Drumheller is to be added as an additional insured to the coverage.

- b) Automobile Liability Insurance for owned, leased, hired, operated or licensed vehicles with limits of \$2,000,000 for accidental injury to or death of one or more persons or damage to or destruction of property as a result of one accident or occurrence.
 - c) Professional Liability Insurance covering the services provided by the Consultant with policy limits not less than one million dollars (\$1,000,000) per claim.
- 4.2. The Consultant shall be responsible for the payments of all premium and deductible amounts relating to the insurance policies, and the Consultant shall maintain the insurance from the date of this agreement until the completion of the project.
- 4.3. Each such policy shall state that it cannot be cancelled without at least 30 days written notice to Travel Drumheller.

5. Payment & Completion

- 5.1. Travel Drumheller shall make regular payments based on the Consultant submitting Progress Reports. Payment will be calculated on the basis actual work completed as measured in monthly invoices and reports showing a narrative describing work performed during the billing period, progress by major tasks, costs incurred, person-hours expended, and a task completion report.
- 5.2. Such payments shall be due and payable to the Consultant within thirty (30) days from the monthly report submission date.