

SERVICE CONTRACT – PROFESSIONAL / TECHNICAL SERVICES (Engineering)

(For work not exceeding \$30,000.00)

CONSULTANT: _____	CONTACT PERSON: _____
ADDRESS: _____	
☎: () _____	Fax: () _____
DEPT. CONTACT PERSON: _____	LOCATION: _____
☎: () _____	Fax: () _____

Description of Work/Services to be provided:

The Work is considered to be _____ (low or high) hazard work as defined by the Occupational Health and Safety Regulations.

Lump Sum / Upset Fee: \$ _____ (not to exceed \$30,000.00)

LENGTH OF CONTRACT: From: _____ to _____

WCB ACCOUNT No: _____ (Mandatory)

CERTIFICATE OF RECOGNITION (COR) No.: _____ (Mandatory for high hazard work)

Expiry Date: _____

PAYMENT TERMS: "This is to certify that the services ordered/purchased hereby are being purchased by Alberta Transportation, which is part of the Alberta Crown or is listed as a tax free Alberta Government agency, and are therefore not subject to the Goods and Services Tax."

CONDITIONS AND SPECIAL PROVISIONS

1. The Minister agrees to pay the Consultant for providing the services at the quoted lump sum or at the quoted rates up to the upset fee upon submission of an appropriate invoice and subject always to the approval of the Minister.
2. **The Consultant agrees to hold harmless the Minister and the Minister's employees and agents from any and all third party claims, demands or actions for which the Consultant is legally responsible, including those arising out of negligence or willful acts by the Consultant or the Consultant's employees or agents**
The Minister agrees to hold harmless the Consultant and the Consultant's employees and agents from any and all third party claims, demands, or actions for which the Minister is legally responsible, including those arising out of negligence or willful acts by the Minister or the Minister's employees or agents.
The Minister agrees to hold harmless the Consultant against any claims by third parties for bodily injury or property damage to the extent that a Court of competent jurisdiction has determined that such injury or damage was caused or contributed to by deficient Project Requirements.
This hold harmless shall survive this Contract.
3. The Minister shall not be liable nor responsible for any bodily or personal injury or property damage of an nature whatsoever may that be suffered or sustained by the Consultant, his employees or agents in the performance of this Contract.
4. All work shall be done in accordance with the applicable sections of Alberta Transportation's "Engineering Consultant Guidelines for Primary Highway Projects", latest edition, or as directed.
5. Drawings produced under this contract shall be dated and sealed with the consultant's APEGGA stamp or seal, and the permit stamp. The consultant shall be responsible for all work performed, including work done by sub-consultants.
6. The Consultant shall, at his own expense and without limiting his liabilities herein, insure his operations under a contract of General Liability Insurance, in accordance with the Alberta Insurance Act, in an amount not less than \$2,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance

shall include blanket contractual liability. The Consultant shall maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Consultant in an amount not less than \$1,000,000.

7. The Consultant agrees to provide skilled, well trained and experienced employees.
8. The Consultant shall possess a Certificate of Recognition (COR) which is relevant to their industry and which is recognized by Alberta Human Resources and Employment, Workplace Health and Safety. The small employers certificate of recognition (for employers with less than ten employees) is not considered acceptable.
9. The Consultant shall familiarize himself, his staff and his sub-consultants with the terms of the Occupational Health and Safety Act and Regulations there under to ensure complete understanding respecting the responsibilities given and compliance required. The Consultant acknowledges that he is and assumes all of the responsibilities and duties of, the Prime Contractor as defined by the Occupational Health and Safety Act, and that he shall, as a condition of the Contract, comply with the Occupational Health and Safety Act and the regulations there under.
10. The Consultant is designated the Prime Contractor for the Work. As Prime Contractor, the Consultant shall, to the extent required by the Occupational Health and Safety Act, establish and maintain a Health and Safety system or process to be followed by his sub-consultants/owner operators.
11. The Consultant shall maintain Workers' Compensation Insurance in the amount required by the Workers' Compensation Board. In the event the Consultant is performing work as defined in the Occupational Health and Safety Regulations and the Consultant is a proprietor or performs an exempt activity as defined by the Workers' Compensation Board, then the Consultant shall hold and maintain Workers' Compensation Insurance personal coverage throughout the length of this Contract.
12. If for any reason the Consultant fails to provide services satisfactorily to Alberta Transportation, or comply with the conditions and special provisions of this Contract, the Contract may be terminated by the Minister or his representative upon providing written notice to the Consultant.
13. As required by the Conflicts of Interest Act (Alberta) no member of the legislative assembly or person directly associated with a member, as defined in the Act, shall enter into this Contract.
14. All information, records, data and documents collected or generated by the Consultant under this Contract is the property of the Minister and is subject to the Freedom of Information Protection and Privacy Act as well as other regulatory requirements governing the management of Personal Information.
15. The Consultant shall treat all information as confidential during as well as after termination of the Contract unless the Minister gives express written permission otherwise. The Consultant shall not permit the use of any information for any purpose without prior written permission of the Minister.
16. The Consultant warrants that it has not pecuniary or other interest that would cause or appear to cause a conflict of interest in carrying out the Consultant's obligations to the Minister. Should such an interest be acquired, the Consultant shall declare it immediately to the Minister. The Minister will upon receipt of the declaration take whatever action the Minister deems appropriate.

Special Note for Work identified as "High Hazard" under the OH&S Regulations:

- **If Consultant does not possess a valid Certificate of Recognition (COR) that is both relevant to the Work being performed, and recognized by Alberta Human Resources and Employment, Workplace Health and Safety, the Service Contract may only be approved by Regional Director / Executive Director or higher Expenditure Officer.**

I/We understand and Agree to the Terms & Conditions, which form part of this Contract.

Consultant: _____ Name(printed): _____

Date: _____

To be Completed by an Expenditure Officer with Alberta Transportation

This Contract is hereby accepted and approved on behalf of Alberta Transportation

Expenditure Officer: _____ Name (printed): _____

Date: _____ Job Number: _____
(if applicable)

Account Code: _____ Program Code: _____ Org Code: _____
(if applicable) mandatory mandatory