

SERVICE CONTRACT – CONSTRUCTION / MAINTENANCE

(For work not exceeding \$50,000.00)

CONTRACTOR: _____ **CONTACT PERSON:** _____
(Legal Company Name)

ADDRESS: _____

☎: _____ **Fax/E-mail:** _____

DEPARTMENT/DIVISION CONTACT PERSON NAME: _____

☎: _____ **Fax/E-mail:** _____

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 \$50,000.00)

LENGTH OF CONTRACT: From: _____ to _____ (not to exceed 1 year)

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 Contractor 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 Contractor shall indemnify and hold harmless the Minister, its employees and agents from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Contractor is legally responsible, including those arising out of negligence or willful acts by the Contractor, or the Contractor's employees or agents.

The Minister shall indemnify and hold harmless the Contractor, its employees and agents from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) 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.

This hold harmless provision 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 that may be suffered or sustained by the Contractor, his employees or agents in the performance of this Contract.
4. The Contractor 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.
5. The Contractor agrees to provide skilled, well trained and experienced employees.
6. The Contractor 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.

7. The Contractor shall familiarize himself, his staff and his subcontractors with the terms of the Occupational Health and Safety Act and Regulations thereunder to ensure complete understanding respecting the responsibilities given and compliance required. The Contractor 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 thereunder.
8. As Prime Contractor, the Contractor 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 subcontractors/owner operators.
9. The Contractor shall maintain Workers' Compensation Insurance in the amount required by the Workers' Compensation Board. In the event the Contractor is performing work as defined in the Occupational Health and Safety Regulations and the Contractor is a proprietor or performs an exempt activity as defined by the Workers' Compensation Board, then the Contractor shall hold and maintain Workers' Compensation Insurance personal coverage throughout the length of this Contract.
10. If for any reason the Contractor 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 Contractor.
11. 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.
12. The Contractor shall comply with, and ensure that its employees and subcontractors comply with, the Lobbyists Act of Alberta.
13. All information, records, data and documents collected or generated by the Contractor 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.
14. The Contractor shall treat all information as confidential during as well as after termination of the Contract unless the Minister gives express written permission otherwise. The Contractor shall not permit the use of any information for any purpose without prior written permission of the Minister.
15. The Contractor warrants that it has not pecuniary or other interest that would cause or appear to cause a conflict of interest in carrying out the Contractor's obligations to the Minister. Should such an interest be acquired, the Contractor shall declare it immediately to the Minister. The Minister will upon receipt of the declaration take whatever action the Minister deems appropriate.

Special Note: If Contractor 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, then the Service Contract may only be approved by Regional Director or Executive Director level.

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

Contractor: _____ 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 Coster: _____
(if applicable)

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