

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 ensure compliance to the Act 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. The Consultant shall comply with, and ensure that its employees and subcontractors comply with, the Lobbyists Act of Alberta.
15. 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.
16. 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.
17. 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.

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 Coster: _____
(if applicable)

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