# Short form consultant services contract

**To disable the yellow shading for editable fields**, click on **Review** menu option near the top of the screen, then click on **Restrict Editing**. Finally, uncheck the **Highlight the regions I can edit** checkbox.

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract ID:** | Enter Contract ID | **CSF ID:** | Enter CSF ID |
| **Plan Number:** | Enter Plan Number | **Project ID:** | Enter Project ID |
| **Project Title:** | Enter Project Title | | |

This contract made effective the Enter Day of Choose a month of Enter Year

# HIS majesty the KING in right of alberta

as represented by the Minister of Infrastructure

(the “**Province**”)

- and –

LEGAL NAME OF CONSULTANT

(the “**Consultant**”)

# Background

Pursuant to a Request for Proposal (RFP) issued by the Province and a Proposal submitted by the Consultant, the Consultant has agreed to provide Services set out in the Contract.

Therefore the parties agree as follows:

1. DEFINITIONS

In this Contract:

* 1. “Additional Services” means the Services, work, duties, functions and deliverables not otherwise included in this Contract;
  2. “Business Day” means 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Province;
  3. “Consultant” means the legal entity that signs the Contract with the Province for the Services;
  4. “Contract” means this document, RFP and Proposal;
  5. “Effective Date” means the date first above written;
  6. “FOIP Act” means the Freedom of Information and Protection of Privacy Act (Alberta), as amended from time to time.
  7. “Materials” means any work, design, information, records or materials, regardless of form, which are made, generated, produced or acquired by the Consultant or its employees, Subconsultants or agents in the course of performing the Services;
  8. “Personal Information” means personal information as defined in the FOIP Act;
  9. “Proposal” means the proposal submitted by the Consultant in response to the RFP;
  10. “RFP” means the Request for Proposal issued by the Province;
  11. “Subconsultant” means a person or firm with whom the Consultant enters into a contract to perform part of the Services;
  12. “Services” means the Material, work, duties, functions and deliverables described in the RFP; and
  13. “Term” means the Contract period specified in clause 2 – Term of Contract.

1. Term of contract
   1. This Contract shall be effective from the Effective Date until Click here to enter a date unless terminated in accordance with the terms of this Contract.
   2. The Province may extend this Contract under the same terms and conditions upon mutual agreement with the Consultant.
2. PERFORMANCE OF SERVICES
   1. The Consultant agrees to perform the Services in accordance with the provisions of this Contract and follow any directions from the Province regarding the performance of the Services. The Consultant warrants that it has the qualifications and expertise to perform the Services, and statements regarding the performance of Services made by the Consultant in its Proposal that are set out in article 2. – Services Scope and Deliverables of the RFP; are representations and warranties of the Consultant and form part of this Contract.
   2. The Province may at any time authorize the Consultant to perform Additional Services, amend terms and conditions of the Contract upon mutual agreement with the Consultant.
3. Fee for services
   1. The services are payable on a Choose a fee type basis.
   2. The Province agrees to pay the Consultant a Fixed Fee of $ Enter amount, including all reimbursable expenses.

OR

* 1. The total amount payable by the Province for Services paid on Choose a fee type basis, including all reimbursables, which the parties agree will not be exceeded, regardless of the amount of time actually spent on necessary to be spent in the performance of the Services, is $ Enter amount, (the maximum upset fee amount).

1. REIMBURSABLE EXPENSES
   1. All expenses incurred by the Consultant in the performance of the Services are included in the amount(s) set out under section 4 – Fee for Services, above, and are not separately reimbursable.
2. PAYMENT
   1. All dollar amounts in the Contract are stated in, and are payable in, Canadian dollars.
   2. The Province will pay the Consultant for any Additional Services in accordance with any amendment(s) to the Contract.
   3. The Province shall pay the Consultant within 30 days of receipt of an invoice provided the provision of Services are in accordance with this Contract.
   4. The Province represents and warrants that, as the purchaser of the Services provided under this Contract, no amount payable under this Contract is subject to the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) under Part IX of the Excise Tax Act (Canada) as amended. The Government of Alberta’s GST Registration Number is 1240 72513 RT0001.
   5. The Province may deduct from all payments to the Consultant such amounts as are required by the Income Tax Act (Canada).
   6. The Province may order the re-execution of any Services which are not performed in accordance with the provisions of this Contract, in which case the Consultant shall re-execute the Services at the Consultant’s expense in accordance with this Contract.
   7. In event of Unit Rates fee, unless otherwise indicated, quantities specified in Unit Rate schedule are estimated quantities and shall not be considered as actual quantities of Services or work to be performed. Subject to Contract terms, Unit Rates stated shall be applied to actual quantities of Services or work performed as measured in accordance with the Contract.
3. RECORDS AND REPORTING
   1. The Consultant shall:
      1. keep and maintain in accordance with Canadian generally accepted accounting principles complete and accurate books, records and accounts relating to this Contract and, on demand, provide to the Province these documents to examine, audit and make copies and take extracts; and
      2. keep the documents referred to in clause 7.1.1 for three (3) years following the completion or termination of this Contract.
4. NON-ASSIGNABILITY
   1. The Consultant shall not:
      1. assign or otherwise dispose of any of its rights, obligations or interests in this Contract; or
      2. Subcontract the Services (other than as specified in Consultant Proposal)

without the prior written consent of the Province, which shall not be unreasonably withheld.

* 1. When the Consultant retains any subconsultant(s) in connection with performance of the Services, the Consultant shall:
     1. be responsible for remunerating the subconsultant(s);
     2. be responsible for the performance and activities of the subconsultant(s); and
     3. contractually obligate the subconsultant(s) to take action, or refrain from taking action, as necessary to enable the Consultant to fulfill its obligations under this Contract.

1. PERSONNEL REPLACEMENT
   1. The Consultant shall not replace any employee, subcontractor or agent identified in Consultant Proposal, or add any employee, subcontractor or agent, to perform the Services without the prior written approval of the Province, which approval shall not be unreasonably withheld.
   2. The Consultant shall:
      1. remove any employee, subcontractor or agent of the Consultant engaged in providing the Services upon the written request of the Province within the time limit indicated in such request; and
      2. only replace such removed employee, subcontractor or agent of the Consultant upon getting the prior written approval of the Province, which approval shall not be unreasonably withheld.
2. COMPLIANCE
   1. The Consultant shall:
      1. comply with the provisions of all laws, now in force or in force after the signing of this Contract, that expressly or by implication apply to the Consultant in performing the Services; and

**Editing Note**: Select the appropriate clause(s):

* When the consultant will visit the project site or perform work on the project site, use .2 and .3 WCB clauses below.
* If the consultant will NOT visit the project site, delete .2 and use WCB clause in .3 only.
  + 1. maintain Workers' Compensation Insurance in the amount required by the Worker’s Compensation Board of Alberta for the duration of the Contract. In the event the Consultant performs or procures work as defined in the Occupational Health and Safety Regulations and the Consultant or its employees or subconsultants are proprietors or perform an exempt activity as defined by the Worker’s Compensation Board, then the Consultant shall hold and maintain, and shall ensure its employees and subcontractors hold and maintain, Worker’s Compensation personal coverage throughout the length of the Contract and shall provide evidence, to the satisfaction of the Province, of having such personal coverage.
    2. when the Workers’ Compensation Act (Alberta), as amended from time to time, applies, and upon request from the Province, deliver to the Province a certificate from the Workers’ Compensation Board showing that the Consultant is registered and in good standing with the Board.

1. MATERIAL OWNERSHIP
   1. Ownership of all Materials including any associated copyright, patent, trade secret, industrial design or trade mark rights belongs to the Province as they are made, prepared, developed, generated, produced or acquired under this Contract. The Materials shall be delivered to the Province upon completion or termination of this Contract, or upon request of the Province.
   2. Ownership of any work, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark which was owned by the Province, the Consultant or a third party prior to the Effective Date remain the property of each party respectively.
   3. Where any work, design, information, records or materials, regardless of form, including copyright, patent, industrial design or trademark owned by the Consultant prior to the Effective Date (“Consultant Materials”) is reproduced or incorporated in the Materials, the Consultant grants to the Province a perpetual, irrevocable, non-exclusive, royalty- free license to use, reproduce or distribute those Consultant Materials, for any purpose.
   4. The Consultant:
      1. irrevocably waives in whole all moral rights, and
      2. shall ensure that its employees, subconsultants and agents irrevocably waive in whole all moral rights, in and to the Materials in favour of the Province and the Province’s assignees and licensees. Upon request of the Province, the Consultant shall deliver to the Province copies of the waivers obtained from its employees, subconsultants and agents engaged in providing the Services.
   5. Prior to reproducing or incorporating any third party copyright materials into the Materials, the Consultant must obtain written permission from the copyright holder and provide the Province with copies of the written permissions that are satisfactory to the Province.
   6. The Consultant shall cooperate with the Province in protecting the Province’s ownership or intellectual property rights in the Materials.
2. NON-DISCLOSURE OF INFORMATION
   1. Except as provided in clause 12 – Non Disclosure of Information and clause 13 – Freedom of Information and Protection of Privacy, all information, regardless of form, including Personal Information, that is obtained, generated, provided or collected by the Consultant in the performance of the Services (the “Province’s Information"), shall not be disclosed or published by the Consultant without the prior written consent of the Province. The Consultant may disclose the Province’s Information to employees, subconsultants or agents of the Consultant who have a need to know for the purpose of performing the Services, provided that the Consultant has a confidentiality agreement with the agent or permitted subconsultant containing confidentiality provisions substantially similar to this Contract.
   2. Subject to clause 13.2 below, the Consultant’s obligations in clause 12.1 do not apply to information or documents which:
      1. are or become publicly available through no act or omission of the Consultant;
      2. are independently developed without benefit of the Province’s Information; or
      3. are received by or from a third party without restriction and without a breach of an obligation of confidentiality.
   3. The Consultant shall retain the Province’s Information as confidential and shall make reasonable security arrangements against unauthorized access, use, disclosure, loss, destruction or alteration of the Province’s Information. The Consultant shall immediately advise the Province of any unauthorized access, use, disclosure, loss or destruction of the Province’s Information, and shall provide the Province any assistance reasonably required to rectify such a situation.
   4. The Consultant shall return or deliver the Province’s Information to the Province upon completion or termination of this Contract, or upon request of the Province.
   5. The Province’s Information may be disclosed to the extent required by law or court order, provided that the Province is given reasonable notice and opportunity to seek to prevent or limit its disclosure.
   6. No press release, public announcement or other public commentary relating to this Contract shall be made by the Consultant without the prior written approval of the Province.
3. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY
   1. The Consultant acknowledges that this Contract, including without limitation the name of the Consultant, fees payable, the Term, and details of the Services may be subject to disclosure under the FOIP Act. The Consultant further acknowledges that the FOIP Act applies to the Province’s Information collected, used or disclosed in the performance of Services, and the Consultant shall adhere to the FOIP Act in its collection, use and disclosure of any Personal Information.
   2. The Consultant shall not collect, use or disclose any Personal Information under this Contract except as reasonably required to fulfill its obligations under this Contract, or as otherwise expressly authorized in writing by the Province.
   3. Upon request, the Consultant shall, at the Consultant’s expense, and within five Business Days, provide to the Province any records that are requested under the access provisions of the FOIP Act that are in the custody or under the control of the Consultant. Should the Consultant receive an access request under the FOIP Act, the Consultant shall not respond to it, but shall immediately forward the access request to the Province for further handling.
   4. In providing the Services the Consultant shall make every reasonable effort to ensure that Personal Information that is to be or is actually used to make a decision that directly affects an individual, is both complete and accurate. At the Province’s request, the Consultant must correct, within five (5) Business Days of the request, Personal Information that the Consultant may have either collected or compiled about an individual pursuant to this Contract.
   5. The Consultant shall:
      1. protect Personal Information against any unauthorized access, use, disclosure, loss, destruction or alteration;
      2. immediately advise the Province of any actual or potential unauthorized access, use, disclosure, destruction or alteration of Personal Information and provide all reasonable assistance to the Province to prevent or remedy the same;
      3. provide the Province with any information regarding the Consultant’s security; and
      4. measures that the Province may require to verify compliance with the FOIP Act.
   6. The Consultant shall store only in Canada all records of Personal Information which are disclosed to the Consultant under this Contract, including records that are collected, used or stored on behalf of the Province.
   7. The Consultant shall act on any direction that the Province may provide with regard to the use, collection, access, security, disclosure, alteration, loss or destruction of the Personal Information.
4. INDEMNITY
   1. Each party shall indemnify and hold harmless the other, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from:
      1. that party’s breach of this Contract, or
      2. the negligence, other tortious act or wilful act of that party, or those for whom it is legally responsible, in relation to the performance of its obligations under this Contract.
   2. The Consultant shall indemnify and hold harmless the Province against and from any loss or damage to the real or personal property of the Province to the extent arising from the Consultant’s breach of this Contract or from the negligence, other tortious act or wilful misconduct of the Consultant, or those for whom it is legally responsible.
5. INSURANCE
   1. The Consultant shall, at its own expense, and without limiting its liabilities or obligations under this Contract obtain and maintain the following insurance in accordance with the Alberta Insurance Act:
      1. general liability insurance in an amount not less than $2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use thereof. This insurance shall be endorsed to provide not less than 30 days advance written notice of cancellation to the Province.
      2. automobile liability insurance on all vehicles owned, operated or licensed in the name of the Consultant and used in the performance of the Services in an amount not less than $2,000,000.

**Editing Note:** Keep .3 below where the department or a third party is at risk of incurring a significant loss as a result of an error or omission in the Services. If such a risk does not exist, delete .3.

* + 1. professional liability insurance, on a claims made basis, in an amount not less than $1,000,000 per claim, insuring its liability resulting from the performance of the Services under this Contract. Such insurance is required to remain in place for two years following the completion or termination of this Contract. This insurance shall be endorsed to provide not less than 30 days advance written notice of cancellation to the Province.
  1. The Consultant shall provide the Province with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to commencing the Services and at any other time upon request of the Province. At any time requested by the Province, the Consultant shall provide certified copies of all required insurance policies. Delivery to and examination by the Province of any policy of insurance evidencing such insurance shall not relieve the Consultant of any of its obligations pursuant to the provisions of this Service Agreement and shall not operate as a waiver by the Province of any rights.
  2. Unless otherwise specified, required insurance coverages shall be maintained continuously for the duration of the Contract.
  3. The Consultant shall ensure that all its subconsultants obtain and maintain comparable insurance to that set forth in clause 15.1 above.

1. RELATIONSHIP OF PARTIES
   1. The relationship of the Consultant to the Province in performing the Services under this Contract is that of an independent Consultant, and nothing in this Contract is to be construed as creating an agency, partnership, joint venture or employment relationship between the Consultant and the Province.
2. NOTICES
   1. Any notice to be made under this Contract is to be made in writing, and is effective when delivered to the address or transmitted by email, as follows:

**The Province:** Click here to enter text.

Address**:** Click here to enter text.

Attention**:** Click here to enter text.

email**:** Click here to enter text.

**The Consultant:** Click here to enter text.

Address: Click here to enter text.

Attention: Click here to enter text.

email: Click here to enter text.

* 1. The parties respectively designate for the time being, the individuals identified in this clause as having the authority to give notice, and notice given by these individuals is binding on the party giving the notice.
  2. Either party may change its information in clause 18.1 by giving notice to the other in the manner described in clause 18.1
  3. Any notice personally served or sent by email shall be deemed received when actually delivered or received, if delivery or email is on a Business Day, or if not on a Business Day, on the following Business Day.

1. TERMINATION
   1. The Province may at any time immediately terminate this Contract, without cause, and without liability upon written notice to the Consultant.
   2. If the Contract is terminated:
      1. all Materials made, prepared, developed, generated, produced or acquired by the Consultant, or its employees, subconsultants or agents under this Contract are the property of the Province; and
      2. the Province shall only have to pay the Consultant for the Services completed in accordance with this Contract up to the effective date of termination.
2. SAFETY AND SECURITY
   1. The Consultant, its employees, subconsultants and agents when using or entering any of the Province’s buildings, premises, equipment, hardware or software shall comply with all safety, health, and security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software that are in effect, at their own cost.
3. PARTIES REPRESENTATIVES
   1. The Province designates its individual identified under clause 18. - Notices as the Provinces representative for communications and ongoing contact between the Province and the Consultant in matters relating to this Contract.
   2. The Consultant designates its individual identified under clause 18. - Notices as the Consultants representative for communications and ongoing contact between the Province and the Consultant in matters relating to this Contract.
   3. Either party may change its designated representative above by sending written notice to the other party of such change.
4. CONFLICT OF INTEREST AND ETHICAL CONDUCT
   1. The Consultant shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the Consultant or its employees, subconsultants or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:
      1. the Consultant and its employees, subconsultants and agents shall not influence, or seek to influence, or otherwise take part in a decision of the Province knowing that the decision might further their private interests;
      2. where the Services involve providing advice, making recommendations to the Province or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
      3. except for payment as set out in this Contract, the Consultant and its employees subconsultants or agents shall not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the Services;
      4. the Consultant and its employees, subconsultants and agents shall not have any financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services;
      5. the Consultant, upon request by the Province, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Consultant in its business practices or in relation to its employees, subconsultants or agents; and
      6. Consultant shall comply with, and ensure that, its employees, subconsultants and agents comply with, the Lobbyists Act (Alberta), as amended from time to time.
   2. In the event the Consultant becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the performance of the Services, the Consultant shall immediately disclose such matter to the Province in writing. Upon such disclosure, the Consultant shall not commence or continue performance of the Services without the prior written consent of the Province. If the Province is of the opinion the Consultant or its employees, subconsultants or agents are in a conflict of interest, the Province may terminate this Contract.
5. SURVIVAL OF TERMS
   1. Notwithstanding any other provision of this Contract, those clauses which by their nature continue after the conclusion or termination of this Contract shall continue after such completion or termination, including without limitation the following:
      1. clause 7. Records and Reporting;
      2. clause 11. Material Ownership;
      3. clause 12. Non-Disclosure of Information;
      4. clause 13. Freedom of Information and Protection of Privacy
      5. clause 14. Indemnity and Liability
6. GENERAL
   1. In the case of conflicts or discrepancies among this document, the RFP and the Consultant’s Proposal attached to this document, the documents shall take precedence and govern in the following order:
      1. The body of this document;
      2. The RFP document; and
      3. The Consultant’s Proposal.
   2. Time is of the essence of this Contract.
   3. This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and except as expressed in this Contract, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.
   4. Any waiver by either party of the performance by the other of an obligation under this Contract must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.
   5. The rights and remedies of the Province under this Contract are cumulative and any one or more may be exercised.
   6. The Parties may amend this Contract only by mutual written agreement signed by the parties.
   7. This Contract shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.
   8. This Contract shall be for the benefit of and binds the successors and assigns of the parties.
   9. The headings in this Contract are inserted for convenience of reference only and shall not affect the meaning or construction of this Contract.
   10. In this Contract words in the singular include the plural and words in the plural include the singular.
   11. This Contract may be executed by the parties in counterparts, and may be delivered by electronic transmission in Portable Document Format (PDF), each of which upon execution and delivery shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**The parties have made this agreement:**

LEGAL NAME OF CONSULTANT

SIGNED by the person authorized

to bind the Consultant. **Per:**

Name:

Title:

Date:

**His Majesty the King in right of Alberta,**

as represented by the Minister of Infrastructure

SIGNED by the Minister of

Infrastructure of the Province of

Alberta, or the duly authorized

representative. **Per:**

Name: Click here to enter name

Title: Click here to enter title

Date: