



CONTRACT No: _____

SERVICE CONTRACT

APPRAISAL SERVICES

(For work not exceeding \$30,000.00)

CONSULTANT: _____ CONTACT PERSON: _____
 (Legal Company Name)

ADDRESS: _____

Tel: _____ E-mail: _____

DEPARTMENT/ DIVISION CONTACT PERSON NAME: _____

Tel: _____ E-mail: _____

Description of Work/Services to be provided:

The Work is considered to be _____ 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 _____ (dd-mmm-yyyy) (not to exceed 1 year)

WCB ACCOUNT No: _____ (Mandatory)

PAYMENT TERMS: "This is to certify that the services ordered/purchased hereby are being purchased by Alberta Transportation and Economic Corridors, 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 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 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 shall indemnify and hold harmless the Consultant, 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 any nature whatsoever 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 current Canadian Uniform Standards of Professional Appraisal Practice as set out by the Appraisal Institute of Canada, or as directed.
5. Reports produced under this contract shall be dated and signed by the consultant. 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 \$1,000,000.00.
7. The Consultant agrees to provide skilled, well trained and experienced employees.
8. The Consultant shall maintain accredited status with the Appraisal institute of Canada or similar body which is relevant to their industry.
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 and Economic Corridors, 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 (dd-mmm-yyyy): _____ Legal Company Name: _____

To be Completed by an Expenditure Officer with Alberta Transportation and Economic Corridors

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

Expenditure Officer: _____ Name (printed): _____

Date (dd-mmm-yyyy): _____ Job Coster: _____
(if applicable)

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

cc: TRANS Contracts