

CONDITIONS OF CONTRACT

1. The terms of the agreement to be made by The City of Calgary ("The City") accepting the offer of the successful bidder (hereinafter called the "Bidder" or the "Contractor" as applicable) consists of the provisions contained in any bid documents as the bid documents are completed by the Bidder together with specifications furnished in any bid documents or any other material attached to them, the purchase order, letter or other written acceptance, whereby The City accepts the offer contained in any completed bid documents, and includes the provisions of these Conditions of Contract. The whole of this written material is collectively called the "Agreement".
2. In case of a conflict between any of the terms and conditions of these Conditions of Contract and any of the terms and conditions contained in any purchase orders issued under this Agreement, the terms and conditions of these Conditions of Contract will govern.
3. The Bidder must complete and execute any bid document provided by The City, Finance & Supply Business Unit and offers submitted on other forms may not be considered.
4. During the term of this Agreement (including any extensions to this Agreement), the Contractor must maintain with an insurance company or companies satisfactory to the City Solicitor and allowed by the laws of the Province of Alberta to provide insurance in Alberta, the following types of insurance policies in forms satisfactory to the City Solicitor:
 - (a) Commercial General Liability Insurance for bodily injury (including death) and property damage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive limit for any one occurrence on any contract, which must include all of the following:
 - (i) The City as an additional insured;
 - (ii) all employees and sub-contractors of the Contractor as additional insureds in the performance of the Agreement;
 - (iii) a cross liability clause; products and completed operations extension; broad form contractual liability coverage; non-owned automobile liability and other relevant coverage necessary in the performance of the Agreement; and
 - (b) Automobile third party liability insurance (owner's form) for bodily injury (including death) and property damage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive limit for any one occurrence insuring each and every automobile used in the performance of the Agreement and such insurance policy will include specific clauses or coverages as may be required by the City Solicitor.

The above insurance must be primary and the Contractor is responsible for the payment of any deductible. The City must be provided with thirty (30) days written notice prior to any cancellation or material change to the above insurance.

Documentary evidence for proof of valid insurance must be provided to The City. Failure for any reason by the Contractor to provide, or to have provided, such evidence of insurance may be considered a breach of this Agreement and The City, at its option, may terminate this Agreement.
5. If required elsewhere in this Agreement, the Bidder must supply a bid bond or other acceptable security satisfactory to The City for a bid deposit in the amount of ten percent of the total value of the offer, or other amount as specified in this Agreement.
6. If required elsewhere in this Agreement, the Bidder must supply a consent of surety under seal from a surety company licensed to issue performance bonds in Alberta, which provides for the surety company to undertake to furnish a performance bond on the City form for fifty percent of the full amount of the offer. The forms for the consent of surety and performance bonds are available on the Supply website (www.calgary.ca/bids). The City may allow other acceptable security and the amount required, if different, must be specified in this Agreement.
7. The Contractor must not assign this Agreement or any portion of this Agreement without the prior written consent of the Manager, Supply Management, which consent The City may withhold in its sole discretion.
8. Time is of the essence for the performance of this Agreement unless otherwise provided. The Contractor must strictly comply with times set out in this Agreement for completion of all or any part of the work, or for supply of materials, or both.
9. The Contractor must indemnify and save harmless The City from and against all losses and claims, demands, actions, payments, suits, recoveries, judgments and settlements of every nature and description brought or recovered against The City by reason of any act or omission of the Contractor, the Contractor's agents or employees, or sub-contractors in the performance of the Agreement.
10. The City may require the Contractor to enter into a formal agreement embodying the terms and conditions set out in all parts of this Agreement.
11. The Contractor, if awarded the contract, must obtain and pay for all permits and licenses required either by the Province of Alberta, The City or any other authority to enable the Contractor to do all things necessary to perform the contract according to the provisions of the Agreement.

12. The Bidder must submit with any bid document a letter from the Workers' Compensation Board (Alberta) stating that the Bidder has an account in good standing with the Board. The account must include personal coverage for all partners, proprietors or directors of the firm, company or corporation who are present or may have cause to be present at the work site. The Bidder must ensure compliance by both itself and sub-contractors with the requirements of the *Workers' Compensation Act (Alberta)* and all applicable regulations under that *Workers' Compensation Act (Alberta)*.
13. Acceptance by The City of the Bidder's offer is on the condition that The City is required by the *Builders' Lien Act (Alberta)* to retain 10% of the contract price for 45 days after completion of work or furnishing of the last of the materials (whichever is later) and The City may retain the said amount for fifteen days thereafter. Under the *Builders' Lien Act (Alberta)*, if a lien is registered during performance of this Agreement the whole of the unpaid balance must be retained until the lien is removed.
14. The Contractor must comply with all applicable provisions of the *Labour Relations Code (Alberta)* and associated regulations (collectively referred to as "Labour Legislation") including any amendment to or substitution of any provision of the Labour Legislation. Without limiting the generality of the foregoing, the Contractor must pay all of the Contractor's employees as required by the Labour Legislation.
15. The Contractor must comply with all requirements of those federal, provincial, municipal or other governmental bodies, agencies, tribunals or authorities having jurisdiction and lawfully empowered to make or impose laws, bylaws, rules, orders or regulations with respect to the Contractor's obligations under this Agreement.
16. The Contractor must inform itself of The City's Environmental Policy and The City's Contractor Environmental Responsibilities Package (CERP). The Contractor must sign the Contractor Environmental Acknowledgement form. All of The City's Environmental Policy, CERP and the Contractor Environmental Acknowledgement form will be provided by The City's Department of Finance and Supply. In accordance with The City's environmental goals and policies, the Contractor agrees to implement the applicable environmental controls contained in the CERP at the work site.
17. If required elsewhere in this Agreement the Contractor must supply proof of safety certification pertaining to the Certificate of Recognition (COR) or other equivalent safety certification, as sanctioned by *Alberta Employment and Immigration, Workplace Health and Safety*.
18. The Contractor may be evaluated on its performance at contract completion. A copy of the completed Vendor Performance Evaluation form may be provided to the Contractor by the Project Manager. Information contained in this form may be used for future bid evaluations and award recommendations.
19. To support all charges invoiced to The City with respect to services performed under this Agreement, the Contractor, for a period of seven (7) years after the performance of such services, must maintain a true and correct set of records pertaining to this Agreement including, without limiting the generality of the foregoing, the date and time worked, the location of the services and the type of services and invoices issued to The City. The Contractor must allow The City to audit such records upon reasonable request provided, however, that the Contractor will have the right to exclude any trade secrets, formulas, or processes from any such audit. The Contractor must require each of its sub-Contractors to keep such records which similarly are to be open to inspection and audit by or on behalf of The City.
20. Except as otherwise specified or as arising by reason of a provision of this Agreement, no person either natural or body corporate, other than the Contractor, has or will have any interest or share in its submission or in any award or contract arising out of this Agreement. There must be no collusion or arrangement between the Bidder and any other actual or prospective Bidders in connection with this Agreement and the Bidder confirms that it has no knowledge of the contents of other submissions and has made no comparison of figures or agreement or arrangement, express or implied with any other party in connection with the making of its bid.
 - (a) During the term of this Agreement or during the term of each contact with The City, the Contractor must not engage in or provide, to any other person or company or entity, any service or act which would be reasonably perceived to be in conflict with the interest of The City in respect of the services being provided by the Contractor to The City.
 - (b) The Contractor must provide timely disclosure of any actual or potential conflict of interest for the project that is the subject of this Agreement, including any actual or potential conflict of interest arising from any common ownership or association with any party that has worked on or is working on any part of the project.
 - (c) Any failure to provide timely disclosure of any potential conflict of interest, or failure to avoid engaging in or providing to any other company or entity any service or act which could be reasonably perceived to be in conflict with the interest of The City in respect of the services being provided by the Contractor to The City or in violation with any legislation regarding fair competition, will be grounds for The City to terminate any engagement of the Contractor and this Agreement, without liability, cost or penalty to The City. Any such failure may also be noted on the performance record maintained by The City for the Contractor.

RFX Number _____

Contractor's Signature _____

Per: (if a corporation) _____