

SERVICES AGREEMENT

This Agreement made on _____.

BETWEEN:

CITY OF GRANDE PRAIRIE
(the "City")

-and-

[INSERT LEGAL NAME OF SUPPLIER]
(the "Supplier")

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 In this Agreement, all capitalized words and phrases used but not defined below have the meanings given in the schedules, including any schedules or sub-schedules identified in the schedules, to this Agreement.
- 1.2 In this Agreement, the following words and phrases have the following meanings:
- (a) "Effective Date" means the date on the top of the first page of this Agreement;
 - (b) "Expiry Date" means; and
 - (c) "Term" means the period of time between the Effective Date and the Expiry Date.

2. SCHEDULES

- 2.1 The following schedules, including any schedules or sub-schedules identified in the schedules, are attached to and form part of this Agreement: Schedule "A" - Standard Terms; Schedule "B" - Changes to Standard Terms; Schedule "C" - Purchase Specific Information; and Schedule "D" - Addenda.

3. PARAMOUNTCY

- 3.1 The provisions of this Agreement are to be interpreted so as to give all provisions full meaning and effect, and in as much as possible in a compatible manner. If there is a conflict in the provisions, then the documents govern and take precedence in the following order: this agreement form; Schedule "D", Schedule "B"; Schedule "A"; and Schedule "C".

4. TERM

- 4.1 This Agreement commences on the Effective Date (regardless of the date or dates on which the parties sign this Agreement) and expires on the Expiry Date unless this Agreement is terminated earlier in accordance with the early termination provisions of this Agreement, is extended in accordance with an option to extend the Term provided for in this Agreement or is extended by way of a mutual agreement in writing signed by each of the parties.

4.2 **[INSERT EITHER: "There are no options in favour of either party to extend the Term."**

5. COUNTERPARTS AND ELECTRONIC SIGNATURE

5.1 This Agreement may be executed in counterpart, may be transmitted electronically, signed with digital signature and shall be as binding upon the Parties as though it were an original Agreement.

THE PARTIES, BY THEIR RESPECTIVE AUTHORIZED SIGNATORIES, SIGN AND DELIVER THIS AGREEMENT AS FOLLOWS:

THE SUPPLIER:

THE CITY:

[INSERT LEGAL NAME OF SUPPLIER]

CITY OF GRANDE PRAIRIE

Per: _____

Per: _____

Name: _____

Name: Danielle Whiteway

Title: _____

Title: Chief Financial Officer

I/we have the authority to bind the Supplier.

Per: _____

Name: _____

Title: _____

I/we have the authority to bind the Supplier.

SCHEDULE "A" STANDARD TERMS

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ARTICLE 1 DEFINITIONS

1.1 In this Agreement, the following words and phrases have the following meanings:

- (a) **"Agreement"** means this agreement executed by the City and the Supplier including the agreement form, the schedules, and any schedules or sub-schedules identified in the schedules;
- (b) **"Applicable Law"** means all applicable:
 - (i) statutes, acts, bylaws, legislation, regulations, rules, codes, ordinances, decrees, directions, orders, injunctions, official plans, permits, licences, approvals, consents, certificates;
 - (ii) requirements of any regional, national, and international trade agreements; and
 - (iii) common law and decisions issued by any Authority;
- (c) **"Authority"** means any authority, agency, board, committee, commission, department, designated officer, government, official, tribunal, or other regulatory or administrative body, whether federal, provincial, or municipal;
- (d) **"Business Day"** means every day except Saturdays, Sundays, statutory holidays in the Province of Alberta, days in lieu of holiday days as declared by the City, and any other day the City is not open for regular business;
- (e) **"Business Hours"** means from 08:00 until 17:00 Alberta time on a Business Day;
- (f) **"Change"** means:
 - (i) an addition to the Deliverables that is both of a type and character similar to the Deliverables;
 - (ii) an amendment to the Deliverables that is within the general scope of the Deliverables; or
 - (iii) a deletion of certain of the Deliverables;
- (g) **"Change Order"** means a written approval issued by the City Representative setting out of a description of the Deliverables covered by a Change, the method of valuation for the Change in accordance with this Agreement, the adjustment to the Price due to the Change (if any), and the adjustment to the Required Completion Date due to the Change (if any) and includes all ripple and cumulative effects of the current Change Order and any previous Change Orders, if any.;

- (h) **"City Confidential Information"** means all information of the City that is of a confidential nature, including but not limited to the City's own and third party confidential information within the custody or control of the City, and information or records obtained by the Supplier for this Agreement, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed, or embodied, which is created or collected by the Supplier or otherwise comes into the knowledge, possession, or control of the Supplier in connection with this Agreement. For greater certainty, City Confidential Information:
- (i) includes:
 - (A) all new information derived at any time from any such information whether created or collected by the City, the Supplier, or any third party; and
 - (B) all information that the City has the discretion to disclose under Applicable Law, including but not limited to FOIP; and
 - (ii) does not include information that:
 - (A) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to the City or to any third party;
 - (B) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence;
 - (C) the Supplier can demonstrate to have been rightfully known to or in possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or
 - (D) is independently developed by the Supplier;but such exclusions in no way limit the meaning of Personal Information or confidential third party or City business information or the obligations attaching thereto under this Agreement or Applicable Law;
 - (i) **"City Representative"** means the individual set out in Schedule "C" or such other individual as advised by written notice by the City to the Supplier at any time and from time to time;
 - (j) **"Conflict of Interest"** means any situation or circumstance where:

- (i) in relation to any procurement process for the Deliverables, the Supplier had an unfair advantage or engaged in conduct, directly or indirectly, that may have given it an unfair advantage, including but not limited to:
 - (A) having, or having access to, information that was confidential to the City and was not available to other respondents to that procurement process;
 - (B) communicating with any Person with a view to influencing preferred treatment in that procurement process; or
 - (C) engaging in conduct that compromised or could be seen to have compromised the integrity of that procurement process; or
- (ii) in relation to the performance of this Agreement, the Supplier's other commitments, relationship, or financial interests could or could be seen to:
 - (A) exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgment; or
 - (B) compromise, impair, or be incompatible with the effective performance of its obligations under this Agreement;
- (k) **"COR"** means a Certificate of Recognition that is the formal acknowledgment of an employer by the Province of Alberta and a certifying partner certifying that the employer has developed a health and safety program that meets all health and safety standards of the Province of Alberta for the employer's industry. A COR does not include a SECOR;
- (l) **"Deliverables"** means the services to be delivered to the City by the Supplier as set out in Schedule "C", and without limiting the preceding includes everything developed for or provided to the City by the Supplier in the course of performing under this Agreement or agreed to be provided to the City by the Supplier or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors under this Agreement. Without limiting the generality of the foregoing, the Deliverables include but are not limited to any labour, goods, supplies, materials, products, equipment, and Intellectual Property that are necessary and can reasonably be understood or inferred to be included within the scope of this Agreement;
- (m) **"Dispute"** means any dispute arising out of or in connection with this Agreement;
- (n) **"Emergency"** means a situation taking place at any time and from time to time that, in the opinion of the City, puts the public, the Deliverables, or the City's property or other person's property in danger of being damaged including bodily injury, death, property damage, and loss of use;

- (o) **"FOIP"** means the *Freedom of Information and Protection of Privacy Act*;
- (p) **"Gross Negligence"** means conscious and voluntary disregard to use reasonable care, which is likely to cause foreseeable grave injury or harm to person, property or both;
- (q) **"GST"** means the federal goods and services tax or other applicable excise tax;
- (r) **"Indemnified Parties"** means the City and the City's elected officials, directors, officers, agents, employees and volunteers;
- (s) **"Industry Standards"** means:
- (i) the provision of any and all labour, suppliers, materials, products, equipment, goods, services, construction, and Intellectual Property that are necessary and can reasonably be understood or inferred to be included within the scope of this Agreement or customarily furnished by Persons providing Deliverables of the type under this Agreement in similar situations in Canada at the Effective Date;
 - (ii) adherence to the standard of care customarily observed by Persons providing Deliverables of the type under this Agreement in similar situations in Canada at the Effective Date; and
 - (iii) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the City, for similar situations in Canada at the Effective Date;
- (t) **"Intellectual Property"** means any intellectual, industrial, or other proprietary right of any type or form protected or protectable under Applicable Law or the laws of any foreign country or any political subdivision of any country, including without limitation any intellectual, industrial or proprietary rights protected or protectable by Applicable Law or in equity, including but not limited to copyright, industrial designs, moral rights, patents, trade secrets, and trademarks;
- (u) **"Key Personnel"** means the Supplier's Personnel that are primarily responsible for providing the Deliverables and that are identified in Schedule "C";
- (v) **"Newly Created Intellectual Property"** means Intellectual Property created by the Supplier during the provision of the Deliverables or the performance of its obligations under this Agreement;

- (w) **"Person"** means, as the context allows, an individual, partnership, association, corporation, firm, trustee, executor, administrator, or other person or legal representative or a person, or any combination of them;
- (x) **"Personal Information"** has the same meaning as it does in FOIP, and without limiting the preceding includes recorded information about an identifiable individual and any information that may identify an individual if combined with other recorded information;
- (y) **"Personnel"** means a party's directors, officers, employees, agents, partners, representatives, students, volunteers, and subcontractors;
- (z) **"Price"** means the amount to be paid by the City to the Supplier for the provision of the Deliverables in accordance with this Agreement as set out in Schedule "C", subject to any adjustments, additions, and deductions provided for in this Agreement;
- (aa) **"Record"** has the same meaning as it does in FOIP and, without limiting the preceding includes recorded information in any form:
- (i) provided by the City to the Supplier, or provided by the Supplier to the City, for the purposes of this Agreement; or
 - (ii) created or collected by the Supplier in the performance of this Agreement;
- (bb) **"SECOR"** means a Small Employer Certificate of Recognition that is the formal acknowledgement of an employer with 10 or fewer employees by the Province of Alberta and a certifying partner certifying that the employer has developed a health and safety program that meets all health and safety standards of the Province of Alberta for the employer's industry;
- (cc) **"Supplier Intellectual Property"** means Intellectual Property owned by the Supplier prior to the Effective Date or created by the Supplier during the Term independently of the provision of the Deliverables and performance of its obligations under this Agreement;
- (dd) **"Supplier Representative"** means the individual set out in Schedule "C" or such other individual as advised by written notice by the Supplier to the City at any time and from time to time;
- (ee) **"Timetable"** means the schedule detailing the timing of the performance by the Supplier of the Deliverables in accordance with this Agreement, as set out in Schedule "C", subject to any adjustments provided for in this Agreement;
- (ff) **"WCB"** means The Workers' Compensation Board - Alberta; and

(gg) "**Workers' Compensation Act**" means the *Workers' Compensation Act*, RSA 2000, c W-15.

ARTICLE 2 INTERPRETATION

- 2.1 **Headings:** The division of this Agreement into articles and sections, and the insertion of headings, are for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- 2.2 **References to Statutes and Bylaws:** References to statutes and bylaws in this Agreement are references to the statutes or bylaws including any amendments and replacement statutes and bylaws, and regulations and orders under them, then in effect.
- 2.3 **Currency:** Unless otherwise indicated, all dollar amounts referred to in this Agreement are in Canadian currency.
- 2.4 **GST:** Unless otherwise indicated, the Price, and any other amounts set out in this Agreement that make up the Price or a part of it, exclude GST.

ARTICLE 3 EARLY TERMINATION

- 3.1 If:
- (a) the Supplier has breached any of its obligations contained herein and has failed to remedy such breach within ten (10) days of written notice thereof, or where the breach is incapable of being remedied within ten (10) days, has failed to commence to rectify such breach within the said ten (10) days and to diligently pursue such rectification until complete;
 - (b) there is a material error, incorrectness or breach of any representation or warranty of the Supplier contained herein;
 - (c) the Supplier becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment, or arrangement with any of its creditors; or
 - (d) a trustee, receiver, receiver-manager or like person is appointed with respect to the Supplier, then, without limitation to any other rights of the City contained herein,
- the City may immediately terminate this Agreement upon written notice to that effect to the Supplier.
- 3.2 In addition to the rights of termination set forth in paragraph 3.1 and without limitation thereto:
- (a) the City may terminate this Agreement, without cause, upon thirty (30) days written notice to the Supplier;

- (b) the Supplier may terminate this Agreement, without cause, upon thirty (30) days written notice to the City; and
- (c) the City shall be entitled to any amounts owing to the City by the Supplier up to the effective date of the termination, subject to any rights of the parties contained herein.

ARTICLE 4 REPRESENTATIONS, WARRANTIES, AND ACKNOWLEDGEMENTS

- 4.1 The City makes no representation or warranty regarding the exclusivity or volume of the Deliverables required under this Agreement.
- 4.2 The Supplier acknowledges that it is providing the Deliverables to the City on a non-exclusive basis, and that the City may internally provide or may enter into agreements with other Persons for the provision of goods, services, or construction that are the same or similar to the Deliverables.
- 4.3 The City acknowledges that the Supplier may accept work from the City or from other Persons during the Term.
- 4.4 The Supplier represents and warrants to the City that the Supplier:
 - (a) has the right, capacity, and authority to enter into this Agreement;
 - (b) is in compliance with all Applicable Law that affects the Supplier or that is related to the conduct of the Supplier's business;
 - (c) has all required permits, licences, approvals, consents, and certificates required or necessary to perform its obligations under this Agreement, including those required to be held by its Personnel, and that there are not any proceedings whatsoever, actual or pending, concerning the cancellation, extension, or otherwise relating to the said permits, licences, approvals, consents, and certificates;
 - (d) does not have knowledge of any agreement with any other Person or impediment which would in any way interfere with the Supplier's ability to comply with this Agreement or with the rights of the City under this Agreement;
 - (e) does not have knowledge of any actual or potential Conflict of Interest that would impede, inhibit, prevent, or prohibit the Supplier from complying with this Agreement or that would reasonably cause the City to decline to enter into or to terminate this Agreement; and
 - (f) does not have knowledge of any actual or apprehended causes of action, actions, claims, demands, lawsuits, or other proceedings that would impede, inhibit, prevent, or prohibit the Supplier from complying with this Agreement.
- 4.5 The Supplier represents and warrants to the City that any goods provided to the City as part of the Deliverables shall be fit for purpose, free of defects in workmanship and design, of

merchantable quality, and free from liens and encumbrances or actual or reasonably apprehended third party claims.

ARTICLE 5 GENERAL OBLIGATIONS

5.1 The Supplier shall immediately notify the City of:

- (a) any contradictions, conflicts, discrepancies, errors, or omissions in this Agreement of which the Supplier is or becomes aware;
- (b) any supplementary details, instructions, or directions received by the Supplier that do not correspond with this Agreement; and
- (c) any omissions or other faults that become evident to the Supplier and that should be corrected in order for the Supplier to provide the Deliverables in accordance with this Agreement and Applicable Law.

5.2 The Supplier shall deliver the Deliverables and perform its obligations under this Agreement in full compliance with this Agreement, Industry Standards, Applicable Law, and applicable City policies. Immediately upon request by the City, the Supplier shall provide evidence to the City, to the satisfaction of the City, that the Supplier has and is delivering the Deliverables and performing its obligations in full compliance with this Agreement.

5.3 The Supplier shall ensure that the Deliverables are provided fully and diligently in a professional and competent manner by Persons qualified and skilled in their occupations.

5.4 The Supplier shall obtain and maintain all required permits, licences, approvals, consents, and certificates required or necessary to perform its obligations under this Agreement, including but not limited to those mandatory credentials set out in Schedule "C". Immediately upon request by the City, the Supplier shall provide evidence to the City, to the satisfaction of the City, of the Supplier's compliance with this section.

5.5 In addition to and without limiting the Supplier's liabilities under this Agreement, under Applicable Law, or in equity, the Supplier is liable for the acts, errors, and omissions of the Supplier and the Supplier's Personnel. The Supplier shall advise the Supplier's Personnel of their obligations under this Agreement and shall ensure their compliance with the applicable terms of this Agreement. Without limiting the generality of the foregoing, the Supplier shall be liable for all losses, costs, damages, disbursements and expenses (including reasonable consulting, expert, and legal fees actually incurred on a solicitor and own client basis), causes of action, actions, claims, demands, lawsuits, or other proceedings, in any way based upon, occasioned by, or attributable to any act, error, or omission of the Supplier's Personnel. This section survives the expiration or termination of this Agreement.

5.6 The Supplier acknowledges that unless it obtains specific written preauthorization from the City or is otherwise authorized under this Agreement, any access to or use of the City's

property, technology, or information that is not necessary for the performance of this Agreement is strictly prohibited.

- 5.7 At any time and from time to time the City may request updates, information, and documents in relation to the Deliverables, and the Supplier shall promptly provide any such requested updates, information, and documents.
- 5.8 If any of the Deliverables, in the opinion of the City, are deficient or defective, the City may issue a rectification notice to the Supplier that details the deficient or defective Deliverables. Upon receipt of the rectification notice, the Supplier shall forthwith replace such Deliverables or make the necessary correction or remediation to such Deliverables. The express rights of the City in this section are in addition to any other right, power, or remedy available to the City in this Agreement, under Applicable Law, or in equity.

ARTICLE 6 PROMOTION RESTRICTIONS

- 6.1 Unless the Supplier has obtained the prior written consent of the City, the Supplier may not promote its relationship with the City by publishing or marketing its involvement in providing the Deliverables, either directly or indirectly, verbally or in writing. Despite the foregoing, the Supplier may identify the City as a current or prior customer for the purposes of responding to procurement opportunities.
- 6.2 All publicity, announcements, press releases, and publications concerning this Agreement or the Deliverables are at the sole discretion of the City. The City may, in its sole discretion, acknowledge that the Supplier shall provide or has provided the Deliverables in any such publicity, announcement, press release, or publication.

ARTICLE 7 CONFLICT OF INTEREST

- 7.1 The Supplier shall avoid any Conflict of Interest in the performance of its obligations under this Agreement, immediately give notice to the City of any actual or potential Conflict of Interest that the Supplier becomes aware of or that arises during the Term, and comply with any requirements prescribed by the City to resolve any Conflict of Interest.

ARTICLE 8 CHANGE IN LEGAL OR FINANCIAL STATUS

- 8.1 The Supplier shall immediately give notice to the City if the Supplier is insolvent, is adjudged bankrupt, is seeking a protection order under any bankruptcy or insolvency law, makes a general assignment for the benefit of creditors, or if a receiver is appointed for the Supplier because of the Supplier's insolvency. The Supplier shall immediately give notice to the City of any change in control of the Supplier. The Supplier shall immediately comply with any requirements prescribed by the City with respect to the performance of the Deliverables resulting from notice given by the Supplier in accordance with this section.

ARTICLE 9 CONFIDENTIALITY, FOIP, DOCUMENT RETENTION, AND AUDIT

- 9.1 The provisions of this article survive expiration or termination of this Agreement.

- 9.2 The Supplier acknowledges that the *Freedom of Information and Protection of Privacy Act* ("FOIP") applies to and governs records (as defined in FOIP and including their disclosure) and shall comply with all related requests of the City.
- 9.3 The Supplier shall maintain the confidentiality of the City's confidential information in accordance with the restrictions prescribed by the City and, to the extent that the Deliverables include handling personal information, shall comply with all of the requirements prescribed by the City to protect that personal information. The Supplier shall immediately notify the City upon the discovery of any loss, or of unauthorized access, collection, destruction, disclosure, exploitation, or use.
- 9.4 The Supplier acknowledges that reasonably apprehended actual or potential breach of the Supplier's confidentiality or FOIP responsibilities to the City under this Agreement may cause irreparable harm to the City and to any third party to whom the City owes a duty of confidentiality, and that the injury to the City or to any third party may be difficult to calculate and inadequately compensable in damages.
- 9.5 The City may audit the Supplier's performance for a period of 7 years and the Supplier must retain relevant documents to substantiate its performance of Deliverables.

ARTICLE 10 INTELLECTUAL PROPERTY

- 10.1 The provisions of this article survive the expiration or termination of this Agreement.
- 10.2 Except for the purposes of providing the Deliverables, the Supplier shall not use the Intellectual Property owned by the City or licensed to the City nor shall it use the City's logo, insignia, name, domain name, or website address, without the prior written consent of the City which may be arbitrarily and unreasonably withheld.
- The City retains all legal, equitable, and statutory right, title, and interest in and to all Intellectual Property and Records relating thereto, including concepts, techniques, ideas, images, data, information, and materials, however recorded, provided by the City to the Supplier, and without limiting the preceding the same remains the sole property of the City.
- 10.3 Subject to the following section, the City shall be the sole legal and beneficial owner of any Newly Created Intellectual Property and the Supplier irrevocably assigns it to the City, and the City accepts all legal, equitable, and statutory right, title, and interest in and to all Newly Created Intellectual Property created for and included in the Deliverables immediately following their creation. The Supplier hereby irrevocably waives in favour of the City for all time all rights of integrity and other moral rights to all Newly Created Intellectual Property created for and included in the Deliverables. The Supplier shall obtain an irrevocable waiver in favour of the City for all time all rights of integrity and other moral rights to all Newly Created Intellectual Property created for and included in the Deliverables from the Supplier's Personnel and any Person that has such rights of integrity or other moral rights to such Newly Created Intellectual Property.

- 10.4 If the Newly Created Intellectual Property includes, in whole or in part, the Supplier Intellectual Property, then:
- (a) the City shall not become the sole legal and beneficial owner of such Supplier Intellectual Property; and
 - (b) the Supplier hereby grants to the City a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, and fully paid up right and licence:
 - (i) to use, modify, reproduce, and distribute, in any form, that Supplier Intellectual Property that is included in the Newly Created Intellectual Property; and
 - (ii) to authorize other Persons to do any of the former on behalf of the City.
- 10.5 If the Deliverables include, in whole or in part, the Supplier Intellectual Property, then:
- (a) the City shall not become the sole legal and beneficial owner of such Supplier Intellectual Property; and
 - (b) the Supplier hereby grants to the City a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, and fully paid up right and licence:
 - (i) to use, modify, reproduce, and distribute, in any form, that Supplier Intellectual Property that is included in the Deliverables; and
 - (ii) to authorize other Persons to do any of the former on behalf of the City.
- 10.6 Any reuse for a purpose other than that for which the Deliverables were created or the modification of the Deliverables by the City without the consent of the Supplier, or any Person that obtains the Deliverables from or through the City, is at the sole risk of that Person, and the Supplier is not liable for any claims, liabilities, or costs arising from or in connection with such reuse or modification.
- 10.7 The Supplier shall not incorporate into the Deliverables anything that would restrict the right of the City to modify, further develop, or otherwise use the Deliverables in any way that the City deems necessary or beneficial, or that would prevent the City from entering into any agreement with any contractor other than the Supplier for the modification, further development of, maintenance, servicing, or other use of the Deliverables.
- 10.8 The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of the Intellectual Property rights of any Person and that the Supplier has a perpetual, world-wide, irrevocable, and transferable right and license to use the same for any purpose including use for or as part of the Deliverables.

ARTICLE 11 INDEMNITIES

- 11.1 The provisions of this article survive the expiration or termination of this Agreement.
- 11.2 Despite anything else in this Agreement, any express or implied reference to the City providing an indemnity in favour of the Supplier or any other Person, whether at the time of entering into this Agreement or at any other time during the Term, are void and of no legal effect.
- 11.3 The Supplier indemnifies and holds harmless (but does not defend) the City and the City's Personnel, elected officials, and other contractors, from and against any and all liability for losses, costs, damages, disbursements and expenses (including reasonable consulting, expert, and legal fees actually incurred on a solicitor and own client basis), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, including for breaches of confidentiality or privacy or Intellectual Property rights or for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by, or attributable to any negligent acts, errors, or omissions by or caused by the Supplier and the Supplier's Personnel in the course of the performance of the Supplier's obligations under, or otherwise in connection with, this Agreement. The Supplier further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the City, claimed or resulting from such Claims.

ARTICLE 12 INSURANCE

- 12.1 The Supplier shall put in effect and maintain commercial general liability insurance for bodily injury, personal injury, death, and property damage to third parties. Such insurance must:
- (a) be in an amount of not less than Two Million (\$2,000,000.00) dollars per occurrence, and if a general aggregate limit applies the stated limit must apply separately to this Agreement;
 - (b) have the City, and the City's Personnel and elected officials, included as additional insured with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, this Agreement; and
 - (c) contain or be endorsed to contain:
 - (i) blanket contractual liability including for this Agreement;
 - (ii) broad form property damage liability;
 - (iii) products and completed operations liability;
 - (iv) contingent employer's liability;
 - (v) cross liability or severability of interests in favour of the City;
 - (vi) if motor vehicles not owned by the Supplier are used in the performance of this Agreement, then non-owned automobile liability;
 - (vii) waiver of any right of subrogation which any insurance provider of the Supplier may acquire against the City by virtue of payment of any loss by such insurance provider under this insurance policy; and

- (viii) a provision that rights of the City under any provision of this insurance policy will not be prejudiced by any default or violation by the Supplier or by any other Person insured by this insurance policy.
- 12.2 If vehicles are used in the performance of this Agreement by or on behalf of the Supplier, then the Supplier shall put in effect and maintain standard automobile liability insurance for bodily injury, personal injury, death, and property damage to third parties, caused by such vehicles. Such insurance must be in an amount of not less than \$2,000,000.00 per occurrence.
- 12.3 The Supplier shall put in effect and maintain such other and further insurance policies and in such amounts as:
- (a) are reasonably requested by the City at any time and from time to time; or
 - (b) would typically be put in effect and maintained by a reasonable supplier providing deliverables similar to those being delivered by the Supplier pursuant to this Agreement.
- 12.4 For any insurance coverage the Supplier is required to put in effect and maintain under this Agreement, the Supplier shall:
- (a) obtain such insurance from an insurance provider authorized to sell insurance in the Province of Alberta and acceptable to the City in its sole discretion;
 - (b) ensure such insurance:
 - (i) is primary insurance in relation to the City, and any other insurance or self-insurance maintained by the City does not contribute to such primary insurance; and
 - (ii) is endorsed to contain a provision requiring 30 days written notice to the City in advance of cancellation or termination; and
 - (c) provide 30 days written notice to the City in advance of any cancellation, termination, material change, or reduction in policy limits for such insurance.
- 12.5 At the commencement of this Agreement, on or before the expiry and renewal of any insurance coverage, and at any time and from time to time as requested by the City, the Supplier shall deliver to the City proof of the insurance required by this Agreement in the form of valid certificates of insurance, or such other proof of coverage as may be acceptable to the City, that reference and confirm the insurance coverage required under this Agreement. In the event of a loss or claim in respect of which the City is an additional insured under the Supplier's insurance policy, the Supplier shall make available to the City, subject to a confidentiality agreement if so required by the Supplier, a copy of each applicable insurance policy within 7 days of the City's written request.

- 12.6 The Supplier shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent Person in the business of the subcontractor would maintain and that the City, and the City's Personnel, elected officials, and other contractors, are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.
- 12.7 The limits of insurance coverage stated in this Agreement do not directly or impliedly establish limits of liability, and without limitation the Supplier remains liable for any and all loss or damages attributable to the Supplier as provided for under this Agreement regardless of the presence or absence of insurance coverage in relation to the event of occurrence.

ARTICLE 13 WORKERS' COMPENSATION

- 13.1 The Supplier shall comply with and shall cause each of its subcontractors to comply with, the Workers' Compensation Act.
- 13.2 Immediately upon each request by the City, the Supplier shall provide evidence to the City, to the satisfaction of the City, of compliance of the Supplier and any of its subcontractors with the Workers' Compensation Act.
- 13.3 Unless exempted from such requirement under the Workers' Compensation Act or otherwise directed by the City, the Supplier shall maintain, and shall cause each of its subcontractors to maintain, an account in good standing with the WCB. The Supplier's account shall, and the Supplier shall ensure the accounts of each of its subcontractors shall, include coverage for any of its directors, partners, or owners who will be present or may have cause to be present at the location where work for the Deliverables is taking place. The Supplier's account must include coverage for any proprietors who will be present or may have cause to be present at the location where work for the Deliverables is taking place.
- 13.4 At the commencement of this Agreement and immediately upon each request by the City, the Supplier shall provide evidence to the City to the satisfaction of the City, that the Supplier and any of its subcontractors has an account in good standing with the WCB or is an exempt industry or does not qualify for such coverage and has added employer's liability to its commercial general liability insurance policy, or has equivalent and applicable coverage from another Canadian workers' compensation board to the satisfaction of the City.
- 13.5 If at any time the City receives advice from the WCB to the effect that the account of the Supplier or any of its subcontractors have ceased to be in good standing, or that there are amounts which the Supplier or any of its subcontractors owe to the WCB, by reason of any act or omission of the Supplier or any of its subcontractors or of any order made by the WCB, or if the City receives a demand for payment from the WCB by reason of any act or omission of the Supplier or any of its subcontractors under the Workers' Compensation

Act, the City may suspend payments due to the Supplier under this Agreement until the Supplier has obtained and submits to the City a clearance letter from the WCB indicating that the Supplier or its subcontractor, as the case may be, no longer owes monies to the WCB or has otherwise been brought into good standing with the WCB.

ARTICLE 14 CITY REPRESENTATIVE AND SUPPLIER REPRESENTATIVE

- 14.1 The City Representative represents the City in relation to this Agreement, and the Supplier Representative represents the Supplier in relation to this Agreement.
- 14.2 During the Term the City Representative and the Supplier Representative may communicate with each other personally, by telephone, or by electronic mail.
- 14.3 Any instructions given by the City Representative to the Supplier Representative are deemed to have been given by the City to the Supplier.
- 14.4 The Supplier shall follow any instructions given to the Supplier by the City Representative or the City with respect to the performance of the Deliverables.

ARTICLE 15 KEY PERSONNEL

- 15.1 The Supplier shall ensure that its Personnel that provide any part of the Deliverables are competent and qualified to provide such Deliverables.
- 15.2 The Supplier shall ensure that during the Term its Key Personnel maintain all required mandatory credentials, permits, licences, approvals, consents, and certificates required or necessary to provide the Deliverables under this Agreement. Immediately upon request by the City, the Supplier shall provide evidence to the City, to the satisfaction of the City, of the Supplier's compliance with this section.
- 15.3 Unless the Supplier has obtained the prior written consent of the City, which may not be unreasonably withheld, the Supplier shall not:
 - (a) change any of the Persons identified as Key Personnel; or
 - (b) change the role in providing the Deliverables of any Key Personnel from the description of such roles set out in Schedule "C".
- 15.4 In the event the Supplier desires to change any of the Persons identified as Key Personnel, the Supplier shall ensure that:
 - (a) the proposed replacement Person possesses the required mandatory credentials and similar or greater qualifications than the Person that is identified as a Key Personnel; and
 - (b) there is no increase in the Price due to the proposed replacement Person.

ARTICLE 16 PRICE

- 16.1 Notwithstanding anything else in this Agreement, the Price plus GST is the total amount to be paid by the City to the Supplier and the entire cost to the City for the provision of the Deliverables by the Supplier in accordance with this Agreement and the performance of this Agreement by the Supplier.
- 16.2 There shall be no other charges or amounts (including but not limited to administrative costs, travel expenses, delivery fees, or disbursements) payable by the City under this Agreement to the Supplier other than the Price established under this Agreement.
- 16.3 The City shall, subject to Supplier's compliance with this Agreement, pay the Supplier the Price plus GST in accordance with this Agreement.

ARTICLE 17 PAYMENT TERMS

- 17.1 The Supplier shall deliver its invoice(s) for completed Deliverables to the City Representative in accordance with the prescribed timing for the Supplier's invoice(s) set out in Schedule "C". The date and time at which an invoice will be deemed to be delivered shall be determined in accordance with article 22.
- 17.2 On each invoice the Supplier shall state the Supplier's GST number, separately identify each item for which payment is requested and the amount of GST, and not impose any interest terms for unpaid amounts unless the Supplier has obtained the prior written consent of the City.
- 17.3 If requested by the City, for each invoice the Supplier shall provide supporting documentation for each item for which payment is requested.
- 17.4 In the event the Supplier includes interest terms for unpaid amounts on its invoices or otherwise imposes interest terms for unpaid amounts on the City without the prior written consent of the City, such interest terms are void and of no legal effect.
- 17.5 The City shall, subject to its legal and equitable rights and obligations including the City's right to hold back, withhold, set off, audit, or contest all or a part of an invoice of the Supplier, as provided for in this Agreement, pay the Price due and payable as set out on the Supplier's invoice to the Supplier within 30 days of receipt of the Supplier's invoice.
- 17.6 If the City contests all or a part of an invoice of the Supplier, the City may with written notice to the Supplier withhold payment for the contested portion of the Supplier's invoice until the Dispute in relation to the contested amount is resolved in the manner contemplated by this Agreement.

ARTICLE 18 LIENS AND ENCUMBRANCES

- 18.1 The provisions of this article survive the expiration or termination of this Agreement.
- 18.2 The Supplier shall not in relation to the Deliverables or the performance of this Agreement by the Supplier permit any form of encumbrance, claim, charge, or interest to be registered

against the City's property or location of Deliverables, including but not limited to builders' liens or construction liens or other forms of lien, writs, judgments, mortgages, personal property security, conditional sales claims, or amounts owed to any Authority.

- 18.3 Within 10 days of receiving notice from the City or otherwise becoming aware that an encumbrance, claim, charge, or interest has been registered against the City's property, the Supplier shall obtain a discharge of them and deliver proof of such discharge to the City.
- 18.4 If the Supplier refuses or fails to provide the City proof of discharge of any encumbrances, claim, charge, or interest as required by this article, the City may secure a discharge of such encumbrance, claim, charge, or interest, and securing such discharge is without prejudice to any other right, power, or remedy available to the City under this Agreement, under Applicable Law, or in equity. Any and all costs to the City related to securing such discharge (including but not limited to the amount of the claim, actual legal costs, actual costs for expert and professional fees, or any other actual expenses, charges, and disbursements incurred by the City in relation thereto) are deemed a debt immediately due and payable by the Supplier to the City without further notice, demand, or presentment. Without prejudice to any other right, power, or remedy available to the City under this Agreement, under Applicable Law, or in equity, the City may set off the amount of such debt against any amount owed by the City to the Supplier, as such may exist from time to time, until all amounts owing to the City have been completely set off.
- 18.5 If the Supplier wishes to challenge an encumbrance, claim, charge, or interest that the Supplier would otherwise be obligated to pay or discharge under this Agreement, the Supplier may, with the City's written consent and upon the Supplier paying security in an amount and form satisfactory to the City, proceed to challenge the encumbrance, claim, charge, or interest in a court or tribunal of competent jurisdiction, and the City shall forbear in its enforcement of its rights in relation to those amounts until the challenge and appeals are exhausted. An appeal period is deemed exhausted if the appeal period has run and the Supplier has not delivered to the City a filed copy of its appeal.

ARTICLE 19 HOLD BACKS, SET OFFS, WITHHOLDINGS, AND TAXES

- 19.1 The provisions of this article survive the expiration or termination of this Agreement.
- 19.2 The Supplier is solely responsible for withholding and remitting any and all amounts due to any Authority. Without limiting the generality of the foregoing, the Supplier shall collect, remit, and pay all fees, costs, expenses, disbursements, charges, levies, taxes, and remittances related or incidental to the Supplier's provision of the Deliverables and compliance with this Agreement and Applicable Law, including but not limited to amounts for Canada pension plan, employment insurance, income tax, workers' compensation, GST, and withholding tax.
- 19.3 Without limiting any other provision in this Agreement, the City may hold back from or set off against any amount payable to the Supplier:
- (a) amounts as may be required or permitted by this Agreement;

- (b) amounts as may be required or permitted by Applicable Law (including but not limited to Alberta lien legislation);
- (c) the actual or reasonably estimated amounts required to correct any deficient or defective Deliverables not corrected or remediated by the Supplier;
- (d) in the event the Supplier fails to comply with a rectification notice issued under this Agreement, the actual or reasonably estimated amounts required to comply with such rectification notice;
- (e) amounts claimed by third parties arising from or related to the delivery of the Deliverables or the performance by the Supplier of this Agreement, including but not limited to the Supplier's failure to pay for labour, supplies, materials, products, equipment, or Intellectual Property, (including the amount to discharge any lien or encumbrance registered against the City's property), as well as any amount necessary for the City to defend itself against such claim;
- (f) if the Supplier is not a Canadian resident for income tax purposes, an amount that is the greater of 15% of any amount payable to the Supplier and the amount required under Applicable Law; and
- (g) amounts claimed by any Authority for the Supplier's failure to remit statutory or other remittances in accordance with Applicable Law.

19.4 In the event the City withholds an amount in accordance with:

- (a) section 18.3(a), the City may use such amount for the purpose it was withheld and otherwise in accordance with this Agreement, and after that shall release any amount remaining to the Supplier;
- (b) section 18.3(b), the City may use and release such amount in accordance with Applicable Law;
- (c) section 18.3(c), the City may use such amount to correct any deficient or defective Deliverables not corrected or remediated by the Supplier, and after that shall release any amount remaining to the Supplier;
- (d) section 18.3(d), the City may use such amount to do all things necessary to comply with the rectification notice, and after that shall release any amount remaining to the Supplier;
- (e) section 18.3(e), the City may use such amount to satisfy such claims of third parties and any costs to the City related to such claims (including but not limited to actual legal costs, charges for expert and professional fees, or any other actual expenses,

charges, and disbursements incurred by the City in relation thereto), and after that shall release any amount remaining to the Supplier;

- (f) section 18.3(f), the City shall remit to the appropriate Authority from such amount the amount required to be remitted to the Authority in accordance with Applicable Law, and after that shall release any amount remaining to the Supplier. The City shall deliver an official receipt for such withholding and remittance, and any other documents reasonably requested by the Supplier in order for the Supplier to claim a foreign tax credit or refund within the time period under Applicable Law. Despite anything else in this section, the City shall not withhold and remit as aforesaid if the City receives confirmation to the satisfaction of the City at least 30 days prior to the City remitting payment to the Authority that a waiver of Applicable Law requiring such hold back has been obtained by the Supplier from the Authority; and
- (g) section 18.3(g), the City may remit to the appropriate Authority from such amount the amount required to be remitted to the Authority in accordance with Applicable Law, and after that shall release any amount remaining to the Supplier.

In all such events such amounts constitute a payment of the Price to the Supplier by the City. In the event that the amount withheld or set off is less than the amount necessary to satisfy the purpose for such withholding or set off, then such deficiency is deemed a debt immediately due and payable by the Supplier to the City without further notice, demand, or presentment. The City may set off the amount of such debt against any amount owed by the City to the Supplier, as such may exist from time to time, until all amounts owing to the City have been completely set off.

ARTICLE 20 FORCE MAJEURE

- 20.1 Neither party is liable for damages caused by delay or failure to perform its obligations under this Agreement (excepting its obligation to make any payment in accordance with this Agreement) where such delay or failure is caused by a force majeure event beyond its reasonable control. The parties agree that a force majeure event shall not be considered beyond a party's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in this Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such force majeure event.
- 20.2 Without limiting the generality of the foregoing section, the parties agree that force majeure events include natural disasters and acts of war, insurrection and terrorism, but do not include events of inclement weather or shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance, and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds 21 days, the other party may immediately terminate this Agreement by giving written notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under this Agreement, under Applicable Law or in equity.

ARTICLE 21 DISPUTE RESOLUTION

- 21.1 The provisions of this article survive the expiration or termination of this Agreement.
- 21.2 The parties shall make bona fide good faith efforts to resolve any Dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate the resolution of any Dispute.
- 21.3 The parties may agree to have their amicable negotiations be in the form of mediation conducted with the assistance of an independent mediator acceptable to both parties. In such event, the parties shall agree to the fees to be paid to the mediator prior to the mediation and each party shall pay an equal share of the cost of the mediation.
- 21.4 Nothing in this article limits the right of either party to seek appropriate remedies, including seeking immediate injunctive relief as necessary to preserve the status quo or to prevent irreparable harm pending resolution of a Dispute.
- 21.5 The Supplier shall not delay the delivery of the Deliverables or the performance of this Agreement on account of any Dispute or proceeding taken under this article. In the event of a Dispute, the City shall cause the City Representative to give any instructions the City Representative believes are necessary for the delivery of the Deliverables or the performance of this Agreement by the Supplier and to prevent delays pending resolution of the Dispute. The Supplier shall immediately comply with such instructions, and the issuance of such instructions and compliance with such instructions is without prejudice to any other right, power, or remedy available to the Supplier under this Agreement, under Applicable Law, or in equity.

ARTICLE 22 NOTICES

- 22.1 Notices required or permitted to be given by one party to the other under this Agreement must be in writing and must be delivered by personal delivery, registered mail, or electronic mail to the address for the recipient party set out in Schedule "C" or such other address as advised by written notice from one party to the other party at any time and from time to time.
- 22.2 Notices are deemed to have been given:
- (a) if delivered by personal delivery:
 - (i) if delivered during Business Hours, when it was received by the recipient party; or
 - (ii) if delivered outside of Business Hours, on the date that is the next Business Day;
 - (b) if delivered by registered mail, on the date on which the recipient party signed for the registered mail, but in the event of a failure to sign for the registered mail such

notice is deemed to have been given 7 days from the date the registered mail was sent; and

- (c) if delivered by electronic mail and provided such electronic mail is not returned as undeliverable to the sending party:
 - (i) if delivered during Business Hours, when it was received by the recipient party; or
 - (ii) if delivered outside of Business Hours, on the date that is the next Business Day.

22.3 During a postal disruption, notices must be delivered by personal delivery or electronic mail.

ARTICLE 23 ASSIGNMENT OR SUBCONTRACTING

- 23.1 The Supplier shall not assign or subcontract the whole or any part of this Agreement to any other Person, except as expressly provided for in this Agreement, without the prior written consent of the City, which may be arbitrarily and unreasonably withheld or conditioned.
- 23.2 In the event that in accordance with this Agreement the Supplier subcontracts the whole or any part of this Agreement, the Supplier shall enter into an agreement with the subcontractor that adopts all of the provisions of this Agreement as far as applicable to those parts of the Deliverables to be provided by the subcontractor.
- 23.3 Nothing in this Agreement creates a contractual relationship between any subcontractor and the City. Despite the Supplier subcontracting the whole or any part of this Agreement, the Supplier remains bound by this Agreement and is liable for the performance or non-performance of the subcontractor as if that performance or non-performance was that of the Supplier itself.

ARTICLE 24 GENERAL PROVISIONS

- 24.1 **Proof of Compliance:** Immediately upon request by the City, the Supplier shall provide evidence to the City's satisfaction of the Supplier's compliance with this Agreement.
- 24.2 **Amendment:** The parties may only amend this Agreement by mutual agreement in writing signed by each of the parties.
- 24.3 **Authorized Signatories:** The parties represent to one another that the individual(s) signing this Agreement are the authorized signatories of that party, and neither party may challenge or repudiate this Agreement on the basis that the individual(s) so signing lacked the authority to sign on the party's behalf, despite the presence or absence of a seal or affidavit or other formality of execution confirming the individual's authority to sign on that party's behalf.

- 24.4 **Binding Effect and Enurement:** This Agreement enures to the benefit of and is binding upon the parties and their respective permitted assigns and successors.
- 24.5 **Capacity of the City:** The City enters into this Agreement in its capacity as a municipal corporation, and not as a government or regulatory body. Nothing in this Agreement may be construed so as to in any way fetter or impair the authority of the City, and its elected officials, directors, and officers, in the exercise of their governmental or regulatory powers, duties, and functions.
- 24.6 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, negotiations, and understandings. There are no agreements, representations, warranties, terms, conditions, or commitments, whether oral or written, express or implied, with respect to the subject matter of this Agreement except as expressed in this Agreement. Unless otherwise allowed pursuant to this Agreement, any subsequent requirements imposed by a party (including but not limited to payment of interest or other charges) are not enforceable against the other party unless this Agreement is amended to include such requirement and such amendment is in writing signed by each of the parties.
- 24.7 **Further Assurances:** Each party shall at any time and from time to time, upon each request by the other party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request to evidence, carry out, and give full effect to the provisions, intent, and meaning of this Agreement. This section survives the expiration or termination of this Agreement.
- 24.8 **Governing Law and Jurisdiction:** This Agreement is governed by the laws of the Province of Alberta and any applicable laws of Canada. The courts of the Province of Alberta located in Edmonton have exclusive jurisdiction to determine all disputes and claims arising between the parties with respect to this Agreement. This section survives the expiration or termination of this Agreement.
- 24.9 **Relationship of the Parties:** The relationship between the parties constituted by this Agreement is intended and is to be construed as that of independent contracting parties only and not that of partnership, joint venture, agency, employment, or any other association whatsoever. Neither party may create any obligation, either express or implied, on behalf of the other party. Neither party may hold itself out as an agent, employee, or partner of the other party.
- 24.10 **Remedies:** The rights, powers, and remedies of the parties in this Agreement are cumulative and are in addition to and without prejudice to any other right, power, or remedy available to the parties under Applicable Law or in equity.
- 24.11 **Severability:** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provision and all other provisions in this Agreement remain in full force and effect.

- 24.12 **Survival:** Provisions in this Agreement relating to dispute resolution, liens and encumbrances, hold backs and set offs, withholdings, insurance, limitation of liability, releases, remedies, representations and warranties, and any other provisions expressly or impliedly reasonably intended to govern the rights and obligations of either or both of the parties after the expiration or termination of this Agreement survives the expiration or termination of this Agreement.
- 24.13 **Time:** Time is of the essence in this Agreement, and if it is waived by a party for any particular item or for a time period then such waiver is not an absolute waiver and time will remain of the essence with the exception of the matter so waived and no other.
- 24.14 **Waiver:** No waiver by either party of any requirement of this Agreement is effective unless made in writing, and any such waiver has effect only in respect of the particular requirement stated in the waiver. For clarity, failure on the part of either party to complain of any act, or failure to act, of the other party or to declare the other party in default, irrespective of how long such failure continues, is not a waiver by such party of its rights under this Agreement.

END OF SCHEDULE "A"

SCHEDULE "B"
CHANGES TO STANDARD TERMS

ARTICLE 1 GENERAL

- 1.1 The provisions contained in Schedule "A" to this Agreement are added to, modified, or deleted in accordance with the provisions contained in this Schedule "B".
- 1.2 **[INSERT EITHER: "There are no provisions contained in this Schedule "B"." OR insert the additional, amended, or deleted provisions as new 'articles' in a format similar to how provisions are set out in Schedule "A".]**

END OF SCHEDULE "B"

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SCHEDULE "C"
PURCHASE SPECIFIC INFORMATION

1. PRICE

The Price is set out in Sub-Schedule "C-1".

2. DELIVERABLES AND TIMETABLE

The Deliverables and Timetable are described in Sub-Schedule "C-2".

3. KEY PERSONNEL

The Key Personnel, and their mandatory credentials and roles in providing the Deliverables, are:

(a) **Key Personnel:**

Name of Individual	Position	Qualifications	Mandatory Credentials	Role in providing the Deliverables
[Insert]	[Insert Position]	[Insert]	[Insert]	[Insert]

(b) **Subcontractors:**

Name of Subcontractor	Qualifications	Mandatory Credentials	Role in providing the Deliverables
[Insert Legal Name]	[Insert]	Those credentials otherwise required by this Agreement. [Insert]	[Insert]

4. OTHER INFORMATION

(a) **City Representative and Supplier Representative:**

	City Representative	Supplier Representative
Name:	[Insert]	[Insert]
Telephone #:	[Insert]	[Insert]
Email Address:	[Insert]	[Insert]

(b) **Invoice Timing:** The Supplier shall deliver its invoice in accordance with this Agreement."

- (c) **Mandatory Credentials:** In addition to any other mandatory credentials of the Supplier set out in this Agreement, the following are mandatory credentials for the Supplier: insert the mandatory credentials for the Supplier not otherwise set out in this Agreement.

- (d) **Addresses for Notices:**

Party	Delivery Method	Address
City	personal delivery or registered mail	CITY OF GRANDE PRAIRIE Procurement Department 10205 – 98 Street Grande Prairie, AB T8V 2E7
	electronic mail	Email: procurement@cityofgp.com
Supplier	personal delivery or registered mail	[INSERT LEGAL NAME OF SUPPLIER] [Insert Supplier's Address for Notice] [Insert City, Province Postal Code] Attention: [Insert Name and/or Title]
	electronic mail	[Insert Supplier Email Address]

SUB-SCHEDULE "C-1" PRICE

The Price is \$[insert].

Build Pricing Table, if applicable.

Rates provided by the proponent must be all-inclusive and must include all labour and material costs, disbursements and expenses, all freight and carriage costs, all insurance costs, fuel surcharges, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Pricing for year 1 (one) will be firm. Price increases (if applicable) for years two (2) and three (3) may not exceed the level of inflation using the Alberta, All-Items Consumer Price Index (CPI), Year over Year, published by Statistics Canada.

If you would like to request a price increase that exceeds the Alberta, All-Items Consumer Price Index (CPI) it must be submitted to the City's Procurement Department, along with an assessment of current market indicators, **by no later than sixty (60) days prior** to the Contract Anniversary date. (If your contract start date is May, 60 days prior to May is when you're able to submit for an increase).

Requests can be sent to procurement@cityofgp.com; please include the bid number and title when making the request. The City will accept or reject the proposed price change within thirty (30) days of receipt, based on the assessment of the validity of current market indicators submitted. The proposed prices, if accepted by the City, shall be held firm for that year. The City may reject the proposed price increase for any additional year if the percentage increase proposed is deemed by the City to be excessive in nature.

END OF SUB-SCHEDULE "C-1"

SUB-SCHEDULE "C-2" DELIVERABLES AND TIMETABLE

ARTICLE 1 DELIVERABLES

[INSERT EITHER OPTION 1 OR OPTION 2]

[OPTION 1]

The location where the provision of the Deliverables will take place is: **[INSERT LOCATION]**.

The Deliverables to be provided by the Supplier in accordance with this Agreement generally include the following: **[INSERT DESCRIPTION OF DELIVERABLES TO BE PROVIDED BY THE SUPPLIER]**.

[OPTION 2]

The Deliverables shall be performed by the Supplier only upon request by the City for such Deliverables. In the event the City desires the Supplier to perform certain Deliverables, the City shall contact the Supplier to request that such Deliverables be performed and the City shall specify the timing for completion of such Deliverables and the location where the provision of the Deliverables shall take place. The Supplier shall comply with any such request made by the City.

The Deliverables that may be provided by the Supplier in accordance with this Agreement generally include the following: **[INSERT DESCRIPTION OF DELIVERABLES THAT MAY BE PROVIDED BY THE SUPPLIER]**.

[ADDITIONAL PROVISIONS IF INCLUDING SUB-SCHEDULES: If you are attaching pages from the procurement submission or otherwise including documents as Sub-Schedules to this Sub-Schedule "C-2", then include these provisions to make clear how such pages are to be used and address any conflicts.]

The Supplier shall provide the Deliverables in accordance with the Sub-Schedule "C-2-___".

This Sub-Schedule "C-2" is intended to be interpreted so as to give all provisions full meaning and effect, and in as much as possible in a compatible manner. If there is a conflict in the provisions of this Sub-Schedule "C-2" and any sub-schedule attached to this Sub-Schedule "C-2", then the provisions of this Sub-Schedule "C-2" govern and take precedence over the provisions in any sub-schedule attached to this Sub-Schedule "C-2".

ARTICLE 2 TIMETABLE

[INSERT EITHER OPTION 1A, OPTION 1B, OR OPTION 2]

[OPTION 1A]

The Supplier shall complete the Deliverables by **[INSERT DATE]**.

[OPTION 1B]

The Supplier shall complete the Deliverables in accordance with the below chart:

Deliverables	Completion Date
[insert category of Deliverables as described in Sub-Schedule "C-2"]	[insert]

[OPTION 2]

The Supplier shall complete the Deliverables in accordance with the timing specified by the City in the City's request for the Supplier to perform such Deliverables.

SUB-SCHEDULE "C-2-[INSERT]"
[INSERT]

[NOTE: If this template sub-schedule is not used, then delete this page in its entirety and delete the first line on the next page ("End of Sub-Schedule "C-2-[Insert]")]

This Sub-Schedule "C-2-[INSERT]" includes: [INSERT DESCRIPTION and also actually insert either into the Word Document or combined through Adobe PDF].

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END OF SUB-SCHEDULE "C-2-[INSERT]"

END OF SUB-SCHEDULE "C-2"

END OF SCHEDULE "C"

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SAMPLE

SCHEDULE "D" ADDENDA

During the procurement process for the Deliverables, there may have been addenda issued that included responses that were intended to impact this Agreement. The responses that were intended to impact this Agreement and that have not been incorporated into another part of this Agreement are attached to this Schedule "D" and are referred to as the "Addenda". The Supplier shall provide the Deliverables in accordance with the Addenda.

"There are XX Addenda attached to this Schedule "D".

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END OF SCHEDULE "D"

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