



**City of Calgary
Professional Services Provider
Agreement Letter**

For

**Call for Indigenous Curator
File Number 20-0243**

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AGREEMENT LETTER FOR CONSULTING SERVICES

[insert date for the letter]

insert Consultant's Legal Business Name

insert Consultant's Business Address

Attention: **insert Consultant Contact**

Re: **20-0243 for Call for Indigenous Curator (the "Procurement Request")**

Dear **[insert name of Consultant contact]**

The City of Calgary ("The City") is pleased to provide **[insert name of company]** ("Consultant"), with this letter of agreement (the "Agreement Letter") documenting the terms of **[insert name of Consultant]**'s engagement to provide the Requirements set out in the Procurement Request and as further described in this Agreement, **[insert name of The City]**.

The purpose of this Agreement Letter is to summarize the terms and conditions between The City and the Consultant with respect to the Deliverables and state that the Agreement for the Deliverables is comprised of the following documents:

- (a) this Agreement Letter;
 - (b) Schedule 1-A, Additional Terms and Conditions for Engineering and Architectural Consulting Engagements;
 - (c) The City's Consulting General Conditions, attached as Schedule 1;
 - (d) the attached approved **Scope and Fee Schedule** as may be modified by any supplemental **Scope and Fee Schedule** approved in Section 4 hereof, and
 - (e) The City's Procurement Request (Statement of Requirements or other request document)
- (all listed items collectively, the "Agreement").

In the event of any ambiguity, conflict or inconsistency between or among the documents comprising the Agreement, those documents will be construed, interpreted and applied so as to give effect to their express terms, in the order of precedence set out above so that the first mentioned document above will prevail notwithstanding any term or aspect of a later mentioned document, to the extent of the inconsistency.

Unless defined in this Agreement Letter, capitalized terms are as defined in the Consulting General Conditions attached hereto.

Additional Agreed Terms

1. The Rates for the Agreement are as follows:
See attached approved Scope and Fee Schedule.

Agreement Rates should not include the Goods and Services Tax ("G.S.T."). In the event that G.S.T. is payable, the Consultant will include its business registration number and show the applicable G.S.T. amounts separately on all invoices. Consultants that are not subject to the *Excise Tax Act* (Canada) should indicate this and the reason for exempt status on their invoices.

2. The payment terms for the Agreement are as follows:

Subject to Article 5 of the Consulting General Conditions, payments shall be made monthly, after submittal of the Consultant's invoice in a form acceptable to The City, showing the estimated value of the portion of the Deliverables performed during the preceding month in proportion to the amount payable for each Phase of the agreed Scope and Fee Schedule, or actual hours worked if an hourly rate.

Payments on account of additional services and for reimbursable expenses (as pre-approved) will be made after submittal of each Consultant invoice with all supporting documentation requested by The City for the additional services rendered or expenses incurred.

All invoices must show the City's applicable Purchase Order number and are to be sent via email to APinvoices@calgary.ca as listed on the "Bill to" instructions of the purchase order.

3. The Effective Date is the date of signing this Agreement Letter by The City.
4. The Expiry Date for the Agreement will be upon The City's acceptance of completion of the Deliverables as defined in the attached Scope and Fee Schedule.
5. Parties' designated representatives:

- a. The City Representative and address for all matters related to this Agreement is **[insert The City representative in charge of the Agreement and telephone numbers, email and mailing address.]**

The City Representative is the primary contact for all operational communications with The City on all matters related to this Agreement. Any amendments to this Agreement, however, will require other approvals and will not be binding upon The City unless incorporated into a duly signed supplemental Scope and Fee Schedule.

- b. The Consultant Representative and address for all matters related to this Agreement is **[insert Consultant representative in charge of the Agreement and telephone numbers, email and mailing address.]**

Either party may notify the other party in writing of any change to their Representative or their contact details.

6. The following additional terms will govern:

[N/A [or] insert any additional terms, including identifying any specific individuals responsible for service delivery. In addition, if there are project specific terms and conditions address here. There should be no modifications to the Consulting General Conditions.]

Execution

This Agreement Letter may be executed and (i) delivered in person or (ii) sent by prepaid courier service or (iii) scanned and sent by electronic transmission, and when so executed and delivered to The City, each will be deemed an original.

We request that you confirm your receipt of this Agreement Letter and your agreement with all terms and conditions of the Agreement as set out herein by signing where indicated below and returning the executed letter to the City Representative to enable The City to issue the purchase order for the Agreement.

Sincerely,

By signing this Agreement Letter in the box below, each party confirms the Agreement Letter is signed by an authorized representative and that the full Agreement is accepted and binding as set out herein.

Agreed to this ___ day of _____, 20__

Agreed to this ___ day of _____, 20__

For the Consultant

The City of Calgary

Per:

Authorized Signatory

Print name

Print title

Per:

Authorized Signatory

SARAH ASPINALL

Director, Supply Management

SCHEDULE 1 - CONSULTING GENERAL CONDITIONS

This Agreement is subject to the attached terms and conditions.



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**SCHEDULE 1-A – ADDITIONAL TERMS AND CONDITIONS FOR
ENGINEERING AND ARCHITECTURAL CONSULTING ENGAGEMENTS**

These terms and conditions do not apply to this Agreement.

SCHEDULE 2 – PROCUREMENT REQUEST

SCHEDULE 3 –SCOPE AND FEE SCHEDULE