

(THIS IS A SAMPLE DOCUMENT NOT MEANT FOR SUBMISSION)

ROADS GENERAL INDEMNIFICATION AGREEMENT dated as of the ## day of MONTH, 20##.

BETWEEN:

THE CITY OF CALGARY
a municipal Corporation under the laws of
The Province of Alberta

("City")

and

BUSINESS NUMBER OR NAME

a body corporate carrying on business in
and pursuant to the laws of Alberta
("Contractor")

ROADS GENERAL INDEMNIFICATION AGREEMENT

1.0 DEFINITIONS

1.1 In this agreement the following terms have the following meanings:

- (a) **"Additional Insured"** means a party added as an insured party entitled to benefit from a current comprehensive general liability insurance policy held by the Contractor and as further defined in such policy;
- (b) **"Administration and Inspection Fee"** means the amount set out in Schedule "A" collected by the Director for the administration and Inspection of the Work;
- (c) **"City-Land"** means the City-owned street, roadway, public right(s)-of-way, and may include an easement and utility right-of-way, as described in Schedule "A";
- (d) **"City Inspector"** means an employee of the City who inspects the Work for acceptance on behalf of the Director;

- (e) **“City Solicitor”** means the City employee with the title of City Solicitor or his authorized representative, and any person or position which succeeds the person with the title of City Solicitor;
- (f) **“City’s Standards and Specifications”** means the current City standards and specifications for construction work prepared by the City;
- (g) **“Completion”** or **“Completed”** means Work completed and installed in accordance with the Plan and Specifications and the City’s Standards and Specifications;
- (h) **“Construction Completion Certificate”** means the documentation issued to the Contractor by the Director certifying that the Work has been Completed;
- (i) **“Development Site”** means the parcel or parcels of land set out in Schedule “A”;;
- (j) **“Director”** means the City employee with the title of Director of Roads appointed by the City from time to time, and any individual designated to carry out his duties in connection with this agreement;
- (k) **“Emergency”** means any situation determined by the Director to require immediate action by the City, its employees or agents;
- (l) **“Final Acceptance Certificate”** means the documentation provided to the Contractor by the City, certifying that the Work has been accepted by the Director;
- (m) **“Inspection”** means an attendance or re-attendance by a City Inspector to where Work is occurring and any comments, rulings or directions given by such person;
- (n) **“Maintenance Period”** means the time period commencing upon the date of the issuance of the Construction Completion Certificate and continuing until the date the Director issues the Final Acceptance Certificate;
- (o) **“Plan and Specifications”** means the approved development engineering drawings and associated specifications associated with the Work;
- (p) **“Restore”** means the restoration of all disturbed areas and appurtenances to a state equal to, or better than that which existed prior to commencement of the Work, as deemed satisfactory by the Director and in accordance with the Plan and Specifications, and includes sidewalks, curbs, gutters, asphalt areas, driveways, land and street surfaces, trees and grassed areas, fences, underground utilities, and above-ground structures or facilities;
- (q) **“Security”** means that amount, set out in Schedule “A”, in the form of an irrevocable letter of credit, bank draft, or certified check, satisfactory to the Director, provided from the Contractor to the City;
- (r) **“SubContractor”** means a person, firm or corporation having a contract or entering into an agreement or purchase order with the Contractor for the execution of a part or parts of the Work, or for furnishing to the Contractor services, materials or equipment called for in this agreement;

- (s) **“Surface Improvements”** means sidewalks, curbs, gutters, driveways, paved roads, paved walkways, paved lanes, graveled lanes and overland drainage facilities, or any of them;
- (t) **“Term”** means the term of this agreement which commences on the date first written until either party terminates this agreement in accordance with this agreement;
- (u) **“Work”** means all items associated with construction to be done by a Contractor or its employees, Subcontractors, engineers or other agents on the City-Land as described in Schedule “A”.
- (v) **“Utility”** or **“Utilities”** means any public or private utility including water, storm sewer, sanitary sewer, gas, electric, heat, transportation, telephone or telecommunications, or all of them if plural.

2.0 SECURITY AND FEES

- 2.1 Concurrent with the execution of this agreement, the Contractor shall provide to the Director the Security and the Administration and Inspection Fee.
- 2.2 The City may use the Security whenever and as often as the Director believes is necessary to secure the performance and maintenance of any and all of the obligations under this agreement.
- 2.3 If the Security is in the form of a letter of credit, the Contractor shall ensure the Security under this agreement contains a condition for the auto-renewal of the Security, to the satisfaction of the Director.
- 2.4 The Security will not be reduced or released by the City until all Final Acceptance Certificates required under this agreement have been approved and all other requirements of this agreement have been met by the Contractor. After the Contractor is entitled to its Security under this subsection, the Contractor may make a request to the City for the release of its Security and the City may release the Security to the Contractor.
- 2.5 Despite section 2.4, the Director may reduce the amount of the Security if all Construction Completion Certificates required under this agreement have been approved.
- 2.6 During the Term of this agreement, if in the sole opinion of the Director the amount of the Security required under this agreement is insufficient, the Director may require that the Contractor provide the City further security. Additional security must be in the form of and must form part of the Security. The Contractor shall, within ten (10) days of receipt of written notice from the City that such additional security is required, provide such additional security to the City.
- 2.7 If there is a dispute between the Contractor and the City as to the amount of Security, the Director’s records will prevail.

- 2.8 Regardless of the adequacy of the Security, any deposits or other sums credited by or due from the City to the Contractor and any securities or other property of the Contractor in the possession of the City may be applied to or set off against the obligations of the Contractor hereunder and any or all other liabilities, direct or indirect, absolute or contingent, due or to be come due, now existing or hereafter arising, of the Contractor to the City at any time after the occurrence and during the continuance of any defect or default.
- 2.9 The City may cash in any or all of the Security to secure the payment and performance of all present and future debts and liabilities of the Contractor to the City, whether such debts and liabilities were incurred alone or with another or others and whether as principal, surety or guarantor, and whether matured or not matured, and whether absolute or contingent.
- 2.10 The Contractor must make a request for the release of its Security no later than five (5) years after the day it is entitled to the release of its Security pursuant to subsection 2.4.
- 2.11 If the Contractor does not make a request pursuant to subsection 2.10, the Contractor forfeits the Security and the Security becomes the sole property of the City to do with as it pleases without restriction and all right in property in said funds is transferred to the City.

3.0 INDEMNITY

- 3.1 The Contractor shall indemnify, defend and hold harmless the City with all of its respective officials, officers, employees and authorized representatives from and against any and all suits, actions, payments, legal or administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, costs and expenses sustained by the City of every nature and description by reason of any act or omission of the Contractor, its employees, Subcontractors, engineers or other agents in the execution of the Work or in the maintaining of it, whether arising before or after completion of any activity, work, maintenance or construction contemplated herein.
- 3.2 If the City-Land is subject to any charge or claim arising from or related to the Work, the Contractor shall immediately commence and pursue legal action to remove such charge or claim.

4.0 INSURANCE

- 4.1 During the Term of this agreement, the Contractor shall, at its own expense, maintain insurance policies in a form and substance and with an insurer all satisfactory to the City including:
- (a) a commercial general liability (CGL) insurance policy with an inclusive limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for any one occurrence for death, bodily injury and property damage, and such policy must include:
 - (i) the City as an Additional Insured;
 - (ii) the cross liability clause;
 - (iii) a sufficiently broad form of contractual liability coverage;
 - (iv) products and completed operations coverage; and
 - (v) non-owned automobile liability;

- (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 this agreement, and such insurance policy must include specific clauses or coverage as may be required by the City Solicitor.
 - (c) Any other insurance in amounts that a prudent contractor acting reasonably would deem appropriate given the scope of work, with associated risks, to be carried out under this agreement.
- 4.2 Insurance policies required under this agreement must include a provision that the insurance policy must not be cancelled or materially altered without at least thirty (30) days' written notice to the City.
- 4.3 The City's insurance requirements mentioned above will not be construed to, and will in no manner limit or restrict the liability of the Contractor.
- 4.4 The Contractor shall be solely responsible for the payment of every deductible amount provided in any policy of insurance furnished pursuant to this agreement.
- 4.5 The Contractor shall furnish to the City prior to commencing any Work or operation under this agreement, documentation satisfactory to the City Solicitor evidencing such insurance and also furnish evidence satisfactory to the City Solicitor of the renewal or continuation of such insurance within ten (10) business days of any expiry dates thereof.
- 4.6 From time to time the City may require the Contractor to extend and/or increase the insurance otherwise required under this agreement. The Contractor shall make any changes to the insurance as may be required by the City Solicitor within thirty (30) days of being notified.
- 4.7 If the Contractor fails to provide the City with any documents mentioned herein, or fails to extend the insurance as required herein, or otherwise fails to prove to the City the existence of any required insurance, the City may purchase on behalf of and at the expense of the Contractor the required insurance coverage. The City may cash in any or all of the Security to pay for such insurance coverage and if the Security is insufficient to cover the City's costs incurred, the difference in amounts will be a debt due and owing to the City, which the Contractor shall immediately pay to the City.

5.0 COMMENCEMENT OF CONSTRUCTION

- 5.1 The Contractor shall not conduct Work on the City-Land if it has not performed all of the following:
- (a) Obtain all permits required by the City for construction of the Work and the contents of the permits shall be binding upon the Contractor. This agreement does not constitute a development permit, building permit, or any other permit issued by the City.

- (b) determine the location of all utilities and service lines of any type located in the vicinity of the Work. The Contractor shall not interfere with the operation of such utilities and service lines without first obtaining prior authorization from its respective operator.
- (c) Provided the City with Security, proof of insurance, and the Administration and Inspection Fee;
- (d) Submitted the Plan and Specifications to the City and the Director has reviewed and accepted the Plan and Specifications;
- (e) Provided a minimum of twenty-four (24) hours written notice to the Director (contact Roads at 403-268-3505, FAX 403-268-2682) and the owners of all utilities in the area to be affected by the Work;
- (f) Provided a minimum of forty-eight (48) hours written notice to the Director by contacting The City of Calgary, Traffic Engineering at 403-268-3290, FAX 403-268-5850 if any traffic control signage is to be removed including stop signs, yield signs, parking control signs, parking meters and information or guide signs. (Fees may apply);
- (g) Provided a minimum of forty-eight (48) hours written notice to the Director by contacting Traffic Engineering at 403-268-3658 to determine the requirements for traffic control measures and or road closures (Fees may apply);
- (h) Obtained the grade sheet from Roads. The Contractor shall provide at least three (3) weeks' notice to Roads at 403-268-3505, FAX 403-268-2682 for the preparation of a grade sheet.

6.0 WORK

6.1 The Contractor shall proceed expeditiously with the Work on the City-Land.

6.2 The Contractor shall perform the Work:

- (a) in a good and workmanlike manner;
- (b) in accordance with the City's Standards and Specifications;
- (c) in compliance with the requirements of all applicable legislation, including any occupational health or safety enactment;
- (d) to the grades as set by the Director (Contact Roads at 403-268-3505)
- (e) in accordance with the Plan and Specifications attached to Schedule "A" as approved by the Director; and
- (f) to the satisfaction of the Director.

6.3 The Contractor shall Restore the City-Land to a condition satisfactory to the Director and in accordance with the Plan and Specifications and this agreement.

- 6.4 Following Completion of the Work, the Contractor shall remove all non-permanent objects including construction debris, barricades and other similar objects not identified on the Plan and Specifications.

7.0 PUBLIC PROTECTION

- 7.1 Where the Work under this agreement is performed or is to be performed at, or maintained, or in the vicinity of any place to which people have or may gain access, including privately-owned adjacent lands, the Contractor shall do all things necessary to protect each and every person from personal injury (including death) caused or contributed to by any act or acts or omissions of the Contractor, its employees, Subcontractors, engineers or any other agents or in any way connected with the performance or maintenance of the Work by the Contractor. Without limiting the generality of the foregoing or the responsibility of the Contractor to assure the protection of the public as hereinbefore provided, the Director may instruct the Contractor:

- (a) to take all reasonably necessary or desirable actions to protect the public from injury (including death) arising from or in conjunction with the performance of this Work;
- (b) to cease any action related to the Work which in the opinion of the Director is causing or may cause or increase the danger to the public;
- (c) to close off access by the public to any area or portion of the area in the vicinity of the Work which cannot be made sufficiently safe; or
- (d) to provide alternate safe access for the public where such access has been restricted by the Work;

Upon such instruction the Contractor shall ensure all Work is done to the satisfaction of the Director.

- 7.2 Any failure to take precautions for the public safety is the sole responsibility of the Contractor, and the Contractor shall absolve the City of all liability arising therefrom, regardless of whether the City has instructed the Contractor to take action.

8.0 INSPECTIONS

- 8.1 The City Inspector may attend and re-attend where Work is occurring, and make comments, rulings or directions regarding such Work at any time during the construction or maintenance of the Work.
- 8.2 Notwithstanding any Inspection, the Contractor shall be fully responsible for the fitness of the Work for the purpose for which it was intended.
- 8.3 Inspection is for the benefit of the City and an Inspection, or failure to make an Inspection, does not relieve the Contractor of any obligations it has under this agreement or at law, including, but not limited to:
- (a) its obligations under this agreement including performance and quality of workmanship or materials;

- (b) the duty of the Contractor to comply with federal, provincial or municipal bylaws, enactment or regulations; and
- (c) the Contractor's liability for negligence, nuisance, damage or injury caused in any manner whatsoever by the Contractor, its employees, Subcontractors, engineers or other agents.

9.0 CONSTRUCTION COMPLETION CERTIFICATE

- 9.1 Upon Completion of the Work, the Contractor shall provide written notice to the Director requesting Inspection of the Work.
- 9.2 The Director shall make an Inspection verifying Completion of the Work within four (4) months from the date of the receipt of the Inspection request.
- 9.3 If the Director determines there are defects or deficiencies in the Work, the Construction Completion Certificate will not be issued by the Director and a list of identified defects and deficiencies will be returned to the Contractor. The Contractor shall correct the said defects and deficiencies and any other defects or deficiencies, upon the Completion of which the Contractor shall request a further Inspection of the Work.
- 9.4 If an Inspection shows that the Work is Completed to the satisfaction of the Director, the Director will issue the Construction Completion Certificate.

10.0 DELAY

- 10.1 If the Work is not completed during the current construction season, the City may levy, and the Contractor must pay, an additional fee, at the sole discretion of the Director, to cover administrative costs and any and all additional expenses incurred by the City as a result of a further Inspection.

11.0 MAINTENANCE

- 11.1 The Contractor shall maintain the Work for not less than a two (2) year period from the date of acceptance of the Construction Completion Certificate and until the issuance of the Final Acceptance Certificate.
- 11.2 After the issuance of the Construction Completion Certificate by the City, the Contractor shall be responsible for any and all repairs and replacements of the Work as are deemed necessary as determined by the Director, from any cause whatsoever, until the issuance of the Final Acceptance Certificate by the City.
- 11.3 If, during a Maintenance Period, the Director identifies any defect in the Work and the Director requires repairs or replacements to be made, the Contractor shall, within thirty (30) days of delivery of notice, cause such repairs or replacements to be made.
- 11.4 The Contractor shall continually maintain the Work until the date the City issues the Final Acceptance Certificate.
- 11.5 The Contractor shall not be relieved from liability of any kind or from its indemnity obligations for the Work until all repairs or replacements required by the Director have been made.

12.0 FINAL ACCEPTANCE CERTIFICATE

- 12.1 Two months prior to the expiration of the Maintenance Period, the Contractor shall inspect the City-Land and correct all defects noted due to damage and other causes. Upon correction of all defects the Contractor shall provide written notice to the Director requesting a final Inspection of the City-Land.
- 12.2 The Director shall make an Inspection within four (4) months of receiving the final Inspection request, provided always that weather conditions permit a proper Inspection. If the Inspection confirms that the City-Land has been Restored to the Director's satisfaction, the Director shall issue the Final Acceptance Certificate.
- 12.3 Notwithstanding subsection 12.2, if there are defects or deficiencies in the City-Land, the Final Acceptance Certificate will not be issued and a list of the defects and deficiencies will be forwarded to the Contractor. The Contractor shall correct the said defects and deficiencies and any other defects and deficiencies and then resubmit to the Director a request for final Inspection of the City-Land.

13.0 DEFECT OR DEFAULT BY CONTRACTOR

- 13.1 For the purposes of this section, there is a "Defect or Default" if any one or more of the following occurs:
- (a) The Director determines that the Contractor has not performed any or all of its obligations under this agreement;
 - (b) The Director determines that there is an Emergency relating to either or both the City-Lands and Development Site;
 - (c) The Contractor has become insolvent or bankrupt or voluntarily subject as a debtor to the provisions of the *Winding-Up and Restructuring Act*, R.S.C. 1985, c. W-11, the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, the *Bankruptcy and Insolvency Act*, R.S.C., 1985 c.B-3, or other law for the reorganization, arrangement, composition, relief or aid of debtors or voluntarily goes into liquidation or consents to the appointment of a receiver or makes a general assignment for the benefit of creditors or otherwise acknowledge its insolvency; or
 - (d) The Contractor has a liquidator or a receiver or a trustee in bankruptcy appointed for it under the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, the *Bankruptcy and Insolvency Act*, R.S.C., 1985 c.B-3, or any law of Canada or any province thereof relating to bankruptcy or insolvency and such appointment is not vacated or terminated within thirty (30) days or stayed on appeal.
- 13.2 Subject to subsection 13.5, if there is a Defect or Default and the Contractor fails, neglects to, or refuses to comply with any notice of defect or default in connection with this agreement

within thirty (30) days of the delivery of a written notice to the Contractor by the Director, the City may take all or any of the following actions:

- (a) Cash the Security and any additional Security provided under this agreement and use the proceeds therefrom to do any or all of the actions set out in this subsection 13.2;
 - (b) Work or measure the Director determines is necessary to protect, remediate, or prevent damage to any or all of the following:
 - (1) City-Lands,
 - (2) public safety, or
 - (3) any place to which the public has or may gain access, including privately-owned adjacent lands;
 - (c) Perform or cause to be performed, or maintain or cause to be maintained the Work or any portion thereof;
 - (d) Correct any Emergency relating to either or both the City-Land and Development Site;
 - (e) Hire a geotechnical consultant or soil consultant; and
 - (f) Restore the City-Land.
- 13.3 If the City exercises any or all of its powers under subsection 13.2 and the Security is insufficient to cover the City's costs incurred, including the cost of City employees and contractors, the difference in amounts will be a debt due and owing to the City, which the Contractor shall immediately pay to the City.
- 13.4 If the Contractor does not immediately pay the City the amounts owing under subsection 13.3, the City may add the debts due and owing to the City to the tax roll of the Development Site to be collected in the nature of an amount owing pursuant to section 553.1 of the *Municipal Government Act*, R.S.A. 2000, c. M-26.
- 13.5 If the Director determines that there is an Emergency relating to either or both the City-Lands and the Development Site, no notice to the Contractor is required.
- 13.6 The Contractor hereby grants to the City and the City's representatives, agents, and contractors the right, privilege, and license to enter upon the Development Site on foot and with all necessary machinery, equipment, and vehicles to perform such work or measures as set out in subsection 13.2.

14.0 TERMINATION

- 14.1 The City may terminate this agreement upon fifteen (15) days written notice to the Contractor.
- 14.2 The Contractor may not terminate this agreement prior to all Final Acceptance Certificates being issued by the City for the Work. After that time, the Contractor may terminate this agreement upon thirty (30) days written notice to the City.

15.0 SUCCESSORS AND ASSIGNS

- 15.1 This agreement shall be enforceable by and against the parties hereto, their heirs, executors, administrators, and successors.
- 15.2 The Contractor shall not assign its rights or obligations under this agreement without the prior written consent of the Director.

16.0 SUBCONTRACTS

- 16.1 The Contractor shall be fully responsible to the City for the acts and omissions of its SubContractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.
- 16.2 Nothing in this agreement creates any contractual relation between any SubContractor and the City and no subcontract relieves the Contractor of the Contractor's responsibilities under this agreement.

17.0 WARRANTY

- 17.1 The Contractor represents and warrants to the City as follows:
- (1) the Contractor is a corporation validly subsisting under the laws of Alberta and has full corporate power and capacity to enter into this agreement and any documents arising from or in connection with this agreement;
 - (2) all necessary corporate action has been taken by the Contractor to authorize the execution and delivery of this agreement; and
 - (3) the Contractor has the right to give the City an easement over the Development Site.

18.0 WAIVER

- 18.1
- (1) The failure of the City at any time to require strict performance by the Contractor of any obligation under this agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the City of the performance of any obligation hereunder be taken or held to be a waiver of the performance of any other obligation hereunder at any later time.
 - (2) The City shall specifically retain its rights at law to enforce this entire agreement.
 - (3) The City's waiver of all or any portion of this agreement must, without exception, be in writing and signed by the Director, and any action that fails to comply with this requirement will under no circumstances be considered or construed to be a waiver.

19.0 NOTICES AND COMMUNICATIONS

- 19.1 Any notice, communication or request to be given to any party must be written and delivered by registered mail, postage prepaid, or by personal delivery or FAX addressed to such party at the following address:
1.
 - (a) by the City to the Contractor if the same is delivered or sent by postage prepaid mail to the Contractor at the address set out in Schedule "A";
 - (b) or sent by fax to the fax number of the Contractor at the number set out in

Schedule” A”;

2. (a) by the Contractor to the City if delivered to:

**2808 Spiller Road SE,
Calgary, Alberta,
T2G 4H3,
Attention: Indemnification Agreement Coordinator
Roads(#4003)**

or if mailed postage prepaid and addressed to:

**The City of Calgary
Transportation Department
Roads #4003
P.O. Box 2100
Postal Station M
Calgary, Alberta
T2P 2M5**

- (b) or sent by fax to the fax number of the City at:

403.268.2682

or at such other address as any party may from time to time notify the others. Any such notice, communication or request whenever mailed will be deemed to have been received on the fourth (4th) business day next following the date it was mailed or, if by FAX, the business day next following the date of transmission; provided that if normal mail or FAX services are interrupted by strikes, slowdown or other cause, then any of the said services which have not been so interrupted will be utilized or the notice, communication or request will be personally delivered to ensure prompt receipt. Notices and communications, including demands and certificates, made in connection with this agreement must be in writing.

- 19.2 Either party may change its address for service by notice in writing to the other party.

20.0 GENERAL

- 20.1 This agreement shall be interpreted under and governed by the laws of the Province of Alberta;

- 20.2 Nothing in this agreement relieves the Contractor from compliance with all applicable municipal bylaws, laws or regulations established by the City or any other government body that may have jurisdiction over the Development Site or the City-Lands or activities therein;
- 20.3 Nothing in this agreement shall be construed to relieve the Contractor from the full performance of all obligations, terms, conditions and work to be performed under this agreement;
- 20.4 This agreement shall be construed with all changes in number and gender as may be required by the context;
- 20.5 References herein to any statute or bylaw or any provision thereof include such statute or bylaw or any provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute or bylaw thereto;
- 20.6 Whenever a statement or provision in this agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as “without limiting the generality of the foregoing” or “including but not limited to” do not precede such list or reference;
- 20.7 If more than one entity constitutes the Contractor, Contractor and all words pending thereon shall be read and construed in the plural instead of the singular, in which case the covenants shall bind the entities severally as well as jointly;
- 20.8 This agreement contains the entire terms, conditions and warranties relating to the Work agreed to by the City and the Contractor and there are no terms, conditions, warranties or other agreements except as stated in this agreement. All previous verbal or written agreements as to the Work between the City and the Contractor, if any, are hereby cancelled and are of no force or effect;
- 20.9 If any covenant or term of this agreement, or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this agreement other than the term, covenant or portion hereto which is invalid or unenforceable, will not be affected thereby and the covenant or term of this agreement will be valid and in force to the extent permitted by law;
- 20.10 The part, numbers, headings, subheadings, paragraphs, subparagraphs, and associated numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this agreement;
- 20.11 Every provision of this agreement by which the Contractor is obligated in any way shall be deemed to include the words “at the expense of the Contractor” unless the context otherwise requires;
- 20.12 This agreement does not constitute a development permit, building permit, or any other permit issued by the City;

20.13 The above recitals and schedules attached hereto shall form part of this agreement; and

20.14 Time is of the essence of this agreement.

The City and the Contractor execute this agreement under seal by the signatures of the properly authorized officers signing below.

NAME OF CONTRACTOR

Officer

(corporate seal)

Officer

THE CITY OF CALGARY

Director, Roads



Agreement # 000000
D.P. # 000000000000

1. Developer's address and fax number pursuant to subsection 19.1(1):

Attention:

Fax number:

Address:

2. Work (describe the construction to be done on the City-Land)

3. City-Land

The City's streets, roadways, utility rights of way and easements located within #### metres of the right of way identified municipally as **ADDRESS OF PROPERTY**

4. Development Site

Legal Description:

Municipal Address:

5. Plans and Specifications - ATTACHED AS APPENDIX "A" TO THIS SCHEDULE (IDENTIFY ALL ATTACHED APPENDICES)

- 6. **Security:** \$#####
- 7. **Administration and Inspection Fee:** \$#####
- 8. **All attached appendices form part of this Schedule.**