



Town of Rimbey Policy Manual

Title: Contracts and Agreements

Policy No: 1204

Date Approved: February 13, 2017

Resolution No: 049/17

Date Effective: February 13, 2017

Purpose:

That all contracts for service, contracting, rental and construction be awarded in a consistent manner and in accordance with the existing provincial legislation and Town of Rimbey's bylaws, policies, procedures and guidelines

Policy Statement:

- 1) The contract process shall be developed in accordance with the bylaws and policies established by the Town of Rimbey.
- 2) All non-standard contracts shall be prepared by administration.
- 3) All new contracts shall have prior review by Council and Chief Administrative Officer.
- 4) All contract and agreement renewals shall be reviewed by Council.
- 5) If applicable, contract security shall be forwarded immediately to the Town of Rimbey.
- 6) Within the limits of practicability, all qualified firms should be given fair consideration by the Town of Rimbey.
- 7) Contractors identified to participate in a tender shall be selected by one of the following methods:
 - a) Public
 - b) Select
 - c) Quotation
- 8) Advertisements for public tenders shall be processed by the Town administration.
- 9) For select tender, where practical, tenders shall be forwarded to a minimum of three contractors.
- 10) For quotations, where practical, a minimum of two quotes shall be requested.
- 11) All tender openings shall be open to the bidders.
- 12) Written justification shall be required when the successful bid is other than the lowest bidder.
- 13) All contracts shall be in writing.
- 14) The representative of the Town of Rimbey designated in the contract shall be responsible for any contracts under their authority.
- 15) Contracts may include a payment schedule which ensures effective cost control.
- 16) All contracts shall be executed by the Chief Administrative Officer and the Mayor. In the absence of the Mayor, the Deputy-Mayor is authorized to execute contracts.
- 17) The official town contract records shall reside in and be maintained by Town administration.
- 18) Prior to the commencement of any project, all terms and conditions must be finalized and contracts duly executed.

- 19) Payment for contract work shall be in accordance with the terms and conditions of the contract.
- 20) Where it is evident that a project will not be completed by the date stipulated in the contract, Contractors may be informed in writing, prior to the completion date, of the action the Town intends to take.
- 21) A post contract summary report shall be prepared upon completion of the project and a copy forwarded for inclusion in the official contract records.
- 22) Unless covered by a resolution of Council or specified in the contract, the Contractor shall supply his or her own Workers' Compensation coverage. The W.C.B. number shall be supplied to the Director of Finance before any work shall commence.
- 23) Any requests for amendments or additions to contracts shall be in writing.
- 24) No other terms of the contract shall be orally expressed or implied by any Town employee or Councillor.
- 25) A contractor may be required to supply security in the form of either a bond or an irrevocable letter of credit (to be determined by Town Council) in the amount equal to 10% of the contract bid price.
- 26) All contracts shall indemnify and hold harmless the Town of Rimbey, and the Town's employees and agents from any and all claims, demands, actions, and costs whatsoever that may arise directly or indirectly out of any act or omission of the Contractor or the Contractor's employees or agents in the performance of the contract. Such indemnification shall survive termination of the contract.
- 27) Preference may be given to local contractors.

Initial Policy Date:	July 2, 1996	Resolution No:	306/96
Revision Date:	October 13, 2005	Resolution No.	364/05
Revision Date:	January 9, 2017	Resolution No.	014/17
Revision Date:	February 13, 2017	Resolution No.	049/17