

APPENDIX F

DRAFT CONTRACT FOR SERVICES AGREEMENT

This Agreement made this ___ day of _____ 2011

BETWEEN: THE CORPORATION OF THE CITY OF NEW WESTMINSTER
511 Royal Avenue, New Westminister, BC, V3L 1H9
(herein called the “City”)

AND: “CONTRACTOR”
Address
(herein called the “Contractor”)

The City and the Contractor agree as follows:

1.0 ARTICLE 1 – Engagement and Conflict Of Interest

- 1.1 The Contractor agrees to perform the Contracting Work (herein called the “Work”) and provide all qualified personnel, services, materials, and such other things required by the **General Conditions, General Requirements, Specifications, Scope of Work and Bid Form** for **(enter tender / quote number)** for **Name of Work** at **Location, New Westminister**, submitted to the City **(enter date)**.
- 1.2 The Contractor’s relationship with the City will be that of a Prime Contractor.
- 1.3 The Contractor will not act for any party whose interests are in conflict with those of the City, unless the City provides specific prior waiver of that term in writing, in each instance.
- 1.4 The Contractor warrants that neither it nor any of its officers or directors, or any employee, has any financial or personal relationship or affiliation with any elected official or employee of the Corporation or their immediate families which might in any way be seen or perceived (in the Corporation’s sole and unfettered discretion) to create a conflict. If such any conflict of interest arises during this agreement, the Contractor will immediately inform the City in writing.

2.0 ARTICLE 2 - Duration and Termination

- 2.1 The Work shall commence **enter date** and be complete by **enter date**, subject to further extension as agreed upon by the parties.
- 2.2 When the Contractor fulfils all requirements under this agreement to the satisfaction of the City, the City shall certify completion, in writing.
- 2.3 Should the Contractor breach this agreement, either by abandonment, or by act or omission on their part contravening the terms of this Agreement then this Agreement shall terminate at the time of such abandonment or act or omission and the Contractor shall be paid only for Work performed up to the date of contravention.

- 2.4 Acts or omissions by the Contractor that shall justify termination of this Agreement shall include but not be limited to the following:
- a) neglect of duties;
 - b) non-compliance of this Agreement;
 - c) inability to perform the Work he represented himself as competent to perform;
 - d) any misrepresentation made or concealment of material fact for the purpose of securing this Agreement.
- 2.5 The agreement may be terminated by the City as follows:
- a) For Deficiency or Default - immediately by providing to the Contractor written notice of the deficiency or default after the Contractor has been given a reasonable opportunity to remedy said deficiency or default;
 - b) Without Cause - by providing the Notice in writing to (as agreed upon).
- 2.6 Upon termination of the agreement, the City will pay the Contractor for work performed up to the effective date of termination. All other obligations of the City to the Contractor will terminate upon the termination or expiry of the agreement.

3.0 ARTICLE 3 - Non-Disclosure of Information

- 3.1 The Contractor accepts that any information relating to the business affairs of the City is confidential and that any disclosure by him of any such information to unauthorized persons shall be reason for termination of this Agreement.

4.0 ARTICLE 4 - Ownership of Contract Documents and Freedom of Information

- 4.1 All documents submitted to the City of New Westminster become the property of the City, and as such, the City advises Contractors that parts, or all, of this contract and documents legally connected to this contract may be subject to the provisions of British Columbia's *Freedom of Information and Protection of Privacy Act (FOIPP)* and *Community Charter*. Contractors who wish to ensure particular parts of this contract are protected from disclosure under the FOIPP Act should specifically identify any information or records forming part of the contract that constitute (1) trade secrets, (2) that are supplied in confidence, and (3) the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the *Freedom of Information and Protection of Privacy Act* for further information.

5.0 ARTICLE 5 - Compliance with Applicable Laws

- 5.1 The Contractor shall be responsible for giving all notices and complying with all laws, ordinances, rules, regulations, codes, and standards relating to the performance of the Work. The Contractor shall indemnify the City and hold it harmless from and against any claim, penalty, losses, damages, or expenses that might be made, imposed, suffered, or incurred due to an asserted or established violation of any such laws, ordinances, rules, regulations, codes or standards.
- 5.2 The Contractor will register for, obtain, and maintain their own separate WorkSafe BC Insurance Coverage, when required by WorkSafe BC and the *Workers Compensation Act*. When WorkSafe BC Insurance coverage is required, the Contractor will prove to the City they are registered with WorkSafe BC and are up to date on their premiums by providing a WorkSafe BC Clearance letter to the City before the Contractor starts the Work for the City and again before the City makes final payment to the Contractor.

- 5.3 The Contractor will comply with the WorkSafe BC Occupational Health and Safety Regulation and the *Workers' Compensation Act*. Any WorkSafe BC violation by the Contractor may be considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the City. Any penalties, sanctions or additional costs levied against the City, due to the actions of the Contractor are the responsibility of the Contractor.

6.0 ARTICLE 6 - Advertising and Publicity

- 6.1 The Contractor shall submit to the City, all proposed advertising, or publicity material(s) referring to the City or the performance of the Work for written approval prior to issue.

7.0 ARTICLE 7 - Relationship

- 7.1 It is expressly agreed, represented, and understood that the parties have entered into an arm's length independent contract for the rendering of the above-mentioned Work and that the Contractor is not an employee, agent, or servant, of the City. Further, this Agreement does not constitute or create any partnership, joint venture, master-servant, employer-employee, principal-agent, or any other relationship apart from an independent contractor status providing an independent service for which the Contractor will invoice the City according to the terms and conditions of this Agreement.

8.0 ARTICLE 8 - Fees

- 8.1 In consideration of the performance of the Work, the City shall pay the Contractor the monies determined by the rates provided in **Tender / Quote #**, not to exceed **enter amount** excluding HST. This amount is the Maximum Authorized Expenditure. The City may increase this amount by issuing a written Change Order. The Change Order process will be as specified in General Condition 6.0.

9.0 ARTICLE 9 - Application for Payment

- 9.1 The Contractor shall submit invoices to the City, **Attention:**, in accordance with General Condition #GC 14.0.

10.0 ARTICLE 10 - Assignments

- 10.1 The Contractor may not assign this Agreement without the written consent of the City.

11.0 ARTICLE 11 – Agreement

- 11.1 No term of this Agreement shall be deemed to have been waived by a party unless written waiver from the other party has been first obtained, and no condoning, excusing or overlooking of any default on previous occasions, or any earlier written waiver shall operate as a waiver in respect of a subsequent default.
- 11.2 This Agreement is the whole of the Agreement between the parties and sets forth all the warranties, representations, covenants, promises, terms, and conditions between the parties and there is no other written or oral express or implied terms, conditions, warranties, representations, or promises not reduced to writing and set out in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their respective seals to be affixed as of the day and year first above written

**THE AUTHORIZED SIGNATURE FOR
THE CORPORATION OF THE CITY OF
NEW WESTMINSTER:**

Roy Moulder, SCMP
Purchasing Manager

Accepted and Agreed on

_____, 2011

By

“CONTRACTOR”

Authorized Signature

Name and Office