



Corporation of the City of  
**NEW WESTMINSTER**

**REQUEST FOR PROPOSAL**

**NWRFP-13-33**

**DIRECTOR / CURATOR  
ANVIL CENTRE DIGITAL/NEW MEDIA AND CONTEMPORARY ART  
GALLERY**

**Closing Time:**

Wednesday, August 21<sup>th</sup>, 2013  
3:00 PM, Local Time, Vancouver BC

**Closing Location:**

Main Reception Desk  
City of New Westminster  
511 Royal Avenue,  
New Westminster, BC, V3L 1H9

**Further requests for information :**

**Purchasing: Roy Moulder, SCMP**

Purchasing Manager  
Telephone: 604-527-4525  
Facsimile: 604-527-4509  
Email: [rmoulder@newwestcity.ca](mailto:rmoulder@newwestcity.ca)

<b>COMPANY NAME</b>			
Address:			
(including Postal Code)			
Contact Name:			
Telephone number:			
Facsimile number:		Email:	
<b>Signature:</b> by officer with express authority to enter into contract			<b>Dated</b>

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

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**CORPORATION OF THE CITY OF NEW WESTMINSTER****1.0 DEFINITIONS**

1. **“Services Agreement” “Agreement” “Contract”** means the contract for services that will be issued to formalize with the successful Proponent through negotiation process with the City based on the proposal submitted and will incorporate by reference the Request for Proposals, any addenda issued, the Proponent’s response and acceptance by the City.
2. **“City” “Owner”** means City of New Westminster.
3. **“Consultant” “Contractor” “Project Manager”** means the person(s) firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services first contemplated in the Request for Proposals and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both **“Consultant” “Contractor” “Project Manager”** and **“Proponent”** are complimentary in terms of duties, obligations, and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution, and performance of the Project Management Services.
4. **“Proponent”** means responder to this Request for Proposals.
5. **“Proposal”** means the submission by the Proponent.
6. **“RFP” “Request for Proposals”** shall mean and include the complete set of documents, specifications, drawings, and addenda incorporated herein, and included in this Request for Proposals.
7. **“Services”** means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.
8. **“Supply” “Provide”** shall mean supply and pay for, and provide and pay for.
9. **“Shall” “Must” “Will” “Mandatory”** mean a requirement that must be met.

## **CORPORATION OF THE CITY OF NEW WESTMINSTER**

### **2.0 INTRODUCTION**

The City is seeking Proposals from qualified professionals to undertake a contract for a period of up to two years for the provision of Director/Curatorial functions for the Art Gallery at the Anvil Centre – the City’s showpiece civic facility – opening in 2014 and located in the heart of downtown New Westminster. The contract will include setting the foundation for opening the digital/new media/contemporary art gallery (approximately Spring 2014) and its operations for the remaining period of the contract.

### **3.0 KEY CONTENT**

In addition to the substantive proposal requirements identified further on in this RFP, the following are considered key content that should be included as part of the proponent’s proposal:

1. A brief outline of the Proponent’s understanding of the contract requirements and how the Proponent’s expertise, networks, and experience will contribute to:
  - the success and profile of the Art Gallery local, regionally and nationally;
  - the relationship between the Art Gallery and other functions in the Anvil Centre;
  - the pride of local established and emerging artists in the community;
  - thriving partnerships with the education and private sectors.
2. The Proponent’s Curriculum Vitae (including that of all Associates who may be engaged in delivering the terms of the contract).
3. Three(3) samples of the Proponent’s curatorial work in the digital/new media environment (web links or compressed zip files are acceptable).
4. A work plan approach and methodology to successfully complete the contract including the anticipated level of effort (as stated in the number of hours) over the course of each year of the contract. In the case where Associates are used to fulfil the terms of the contract, provide a description of the roles and responsibilities of each and the related level of effort (dedicated hours of work) to be provided.
5. The names of three(3) references. Describe and provide references that demonstrate the ability to work with community groups, amateur and professional artists, the education sector, and the private sector. The City may contact the references to assess the performance of the Proponent.
6. A statement of commitment to undertake the project, work synergistically with City staff and departments in relation to the scope of work required of the Director/Curator, and deliver the project scope within a specified timeframe and budget.
7. The City is seeking the assurance that the Proponent can start immediately upon contract award.

### **4.0 PROPOSAL INSTRUCTIONS**

One (1) electronic and two (2) hard copies of the Proposal are to be submitted and clearly marked on the outside envelope or box as follows:

**DIRECTOR/CURATOR – ANVIL CENTRE DIGITAL AND CONTEMPORARY ART GALLERY  
NWRFP-13-33**

## **CORPORATION OF THE CITY OF NEW WESTMINSTER**

The City of New Westminster will receive Proposals at the location and time indicated on the title page of this Request for Proposal.

It is the Proponent's responsibility to ensure that the City receives its Proposal **prior** to the stated closing time. The City may nevertheless choose to consider late proposals. The City does not accept facsimile, electronic mail, or other unsealed submissions.

Requests for clarification or further information must be made in writing to the individual identified on the first page of this RFP. The City will respond to enquiries that it considers relevant to this RFP. The City intends to respond only to those written queries received at least ninety-six (96) hours prior to the closing Time. The City will record enquiries and post written responses on its website at [City of New Westminster | Bid Opportunities | Business | Request for Bids & Proposals - Open](#)

### **5.0 GENERAL CONDITIONS**

#### **5.1 NO CONTRACTUAL OBLIGATIONS AS A RESULT OF RFP OR PROPOSAL**

This is a request of proposal, and not a call for tenders or request for binding offers. The City does not intend to enter into contractual relation as part of this RFP process and no contractual obligations whatsoever will arise between the City and any proponent who submits a proposal in response to this RFP until and unless the City and a proponent enter into a formal, written contract for the proponent to undertake this project. Attached for reference is the City's Consultant Services Agreement. (Appendix A)

#### **5.2 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION**

All documents submitted to the City in response to this RFP or as part of any subsequent negotiation will become the property of the City, and will not be returned. Proponents should also be aware that the City is subject to the provisions of the Freedom of Information and Protection of Privacy Act (FOIPPA). A proponent may stipulate in their proposal that portion of the proposal contain confidential information and are supplied to the City in confidence. However, under FOIPPA the City may nevertheless be obligated to disclose all or part of a response pursuant to a request made under the Act, even if the proponent has stipulated that part of the proposal is supplied in confidence. The proponent should review section 21 and other provisions of FOIPPA in order to gain a better understanding of the City's disclosure responsibilities under the Act.

#### **5.3 CONFIDENTIALITY OF CITY INFORMATION**

This RFP and all information provided by the City to proponents is provided on a confidential basis, and proponents will not disclose any such information to any person (other than the proponent's legal advisers) without the City's prior written consent, nor may any proponent publicize or advertise its involvement with this RFP process or the City in connection therewith without the prior written consent of the City.

#### **5.4 PROPONENT'S EXPENSES**

For clarity, proponents will be solely responsible for their own expenses incurred in preparing a proposal or in any subsequent negotiations with the City.

#### **5.5 CONTACTING CITY REPRESENTATIVES**

Proponents shall not contact City elected officials, officers or employees directly or indirectly regarding this RFP, except as indicated in this RFP.

#### **5.6 CONFLICT OF INTEREST**

## CORPORATION OF THE CITY OF NEW WESTMINSTER

By submitting a proposal, the proponent confirms that neither it nor any of its officers, directors, employees or proposed subcontractors, has any financial or personal relationship or affiliation with any City elected official, officer or employee or their immediate families which might in any way create or be perceived to create a conflict of interest.

### 5.7 LIVING WAGE EMPLOYER

Effective January 1, 2011, the City of New Westminster became a “Living Wage Employer”. As such, the City has established a Living Wage Policy that requires all firms that are contracted by the City to provide services on City premises, to pay their employees, who perform said service on City property, a Living Wage as calculated by the Living Wage for Families Campaign. The figure for 2013 for the Lower Mainland is \$19.62, assuming no benefits are provided by the employer.

In order to determine an employee’s hourly rate with benefits the Living Wage for Families has created a Living Wage Calculator to assist with this determination. Please access the following website to determine your compatibility. <http://livingwageforfamilies.ca/calculator/>

The City includes in all its competitive bid documents a Declaration referencing the City’s expectations with regards to compliance of the Policy (attached as Appendix B). **Completion and submission of the Declaration is required prior to Contract award.**

In evaluating submissions, the City intends to rely on the Declaration provided by a Respondent and shall have no obligation or duty to investigate the truthfulness of the Declaration. Please review the City’s [Living Wage Policy](#) for further information.

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### **6.0 BACKGROUND**

**6.1** The City is nearing construction completion of its showpiece civic facility – the Anvil Centre – opening in 2014 and located in the heart of downtown across from the New Westminster Skytrain Station on Columbia Street, between 8<sup>th</sup> Street and Begbie Street. The Anvil Centre encompasses 84,000-square feet of interior space and includes:

- Conference and meeting facilities with room for a 500-seat banquet/event
- Flexible 350-seat non-proscenium theatre
- Multi-purpose rooms and multi-purpose art studios
- Civic Art Gallery
- Gift shop
- City’s Museum and Archives
- Canadian Lacrosse Hall of Fame
- Tourism New Westminster’s visitor information
- Restaurant and retail space

**6.2** Details and links on this exciting project can be found at [www.anvilcentre.ca](http://www.anvilcentre.ca)

**6.3** The vision for the Anvil Centre is: “Like our city, the Anvil Centre is a fusion of ideas and energies. It is an inviting, inclusive space that will inspire, teach and delight. It is a window into experiencing the best the world has to offer, as well as venue for our community to share their stories with a broader audience. It is our common ground for uncommon experiences”.

**6.4** Our mission statement is: “As a vibrant gathering place for residents and visitors, the Anvil Centre will inspire community spirit and pride, cultivate commerce, promote tourism, and foster learning and engagement through the celebration and discovery of arts, culture and heritage in our theatre, museums & archives, art gallery & studios as well as the hosting of special events and conferences.”

**6.5** Our team’s mandate: The Anvil Centre is a catalyst for building community, commerce and tourism. Staff teams within the Anvil Centre will create operational synergy by working collaboratively building on each other’s strengths and providing value to our customers, community and visitors. Each functional area offers a unique and distinct set of services. At the same time, they will be bundled and actively cross promoted to non-traditional audiences to add value and create a unique experience. Strategic business planning and service delivery will promote and contribute to the overall viability and economic success of the Anvil Centre as well as other local organizations.

### **7.0 TERMS OF REFERENCE**

**7.1** The City is presently seeking to contract the services of an experienced Director/Curator for a period of up to two years. The proponent shall have achieved regional, national and international stature in the digital/new media world.

**7.2** The Art Gallery is designed as a “white box” space, comprising 2,000-square feet. Infrastructure has been incorporated into the floor, walls and ceiling in order to maximize the digital and audio-visual programming opportunities for a variety of digital as well as traditional 2D and 3D art installations. It is located adjacent to the City’s new Museum and Canadian Lacrosse Hall of Fame, separated by an additional 980-square foot Temporary Gallery space, which could be used – as needed, in conjunction with the Museum Curator’s program planning – for additional

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exhibition space. There is also a Program room adjacent to the space, which presents opportunities to host public and educational programs in conjunction with the Art Gallery exhibitions. In addition to some dedicated space for equipment, there is back-of-house preparatory and staging space that is shared with the Museum. The services of the Preparator/Exhibit technician is also to be shared between the Museum, Canadian Lacrosse Hall of Fame and the Art Gallery.

- 7.3** It is important that the Proponent Director/Curator will work closely with all other functions in the Anvil Centre in order to deliver synergistic programming and ensure operational efficiencies. This also includes working with the local arts community and educational institutions to develop opportunities for learning, sharing, as well as deliver of exhibitions and other opportunities to showcase the work of local and emerging artists and students.
- 7.4** The successful Proponent will utilize their experience and global connections to direct the organization's exhibitions, programming activities and community development/engagement opportunities. The Director/Curator will also establish an Art Gallery Advisory group which will develop a fundraising strategy in addition to helping develop programming ideas and priorities, as outlined under "3.0 Key Content".
- 7.5** The Proponent should have the following qualifications and experience:
- a) BA, MA or PhD in Art History or a relevant field, with demonstrated expertise in Digital/New Media and other contemporary curatorial practice, aesthetics, theory and history;
  - b) a track record of innovative exhibitions that engage and give meaning to Digital/New Media art, including but not limited to visual art, music, performance art and interactive platforms;
  - c) the ability to curate innovate installations and experiences with high curatorial standards which, at the same time, are accessible to the widest possible audience and engage those with and without any experience with an Art Gallery;
  - d) a minimum of five(5) years of curatorial experience in a public gallery or equivalent;
  - e) superior written and verbal communication skills in English;
  - f) strong organizational skills; detail oriented; high degree of self-direction and initiative with strong time management abilities;
  - g) ability to provide direction and develop creative partnerships in collaboration with community stakeholders;
  - h) knowledge of managing print and online publications (graphic design experience an asset);
  - i) experience with curating and installing a variety of art exhibitions.

### **8.0 SUMMARY OF WORK**

- 8.1** The successful Proponent will operate within the City's Parks, Culture & Recreation department. The successful Proponent will be responsible for:

- Developing and communicating a dynamic vision, mandate and plan for the Art Gallery;
- Actively raising the profile of the gallery locally, regionally, nationally and internationally;
- Establishing an Art Gallery Advisory group in order to begin fundraising, in addition to helping develop programming ideas and priorities;
- In conjunction with the Art Gallery Advisory group, preparing materials for various funding applications and sponsorship packages;



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- Managing the coordination of exhibitions and special projects; including the coordination of submission review process, generating curatorial proposals, negotiating and managing all contracts, project budgets, research and studio visits, and writing and editing curatorial texts;
- Ensure that exhibitions are supported by public programs, guided tours, and that there is opportunity for synergies with other functions in the Anvil Centre – conferences, theatre events, Gift Shop support, Tourism New Westminster, art studios;
- Coordinating all travel, shipping, insurance and equipment needs, and overseeing installation in conjunction with the Preparator/Exhibit Technician (shared position with the Museum);
- Developing community engagement opportunities by building relationships with local digital/new media schools, institutions and service providers;
- Working with the local arts community to develop opportunities for exhibiting in the Art Gallery, in addition to providing educational/mentoring opportunities between local artists and arts professionals;
- Together with the Anvil Centre staff team, developing marketing approaches and deliverables in order to reach the widest audience possible;
- Working in conjunction with the Manager, Museum & Archives to develop public and education programs in conjunction with exhibitions;
- Coordinating all publicity; including writing press releases, preparing press packages, liaising with the media, managing press and mailing databases;
- Coordinating gallery marketing and design;
- Managing all gallery publications including documentation, gallery website and archive, hand-outs and other materials;
- Overseeing general maintenance of the gallery space and equipment, in conjunction with City building services staff;
- Tracking and monitoring budget components related to exhibit expenditures;
- Monitoring strategic and development plans, including addressing indicators of success as included in the City's Integrated Community Sustainability Plan ([www.envision2032.ca](http://www.envision2032.ca));
- Working in cooperation with the Manager, Museum & Archives to coordinate exhibition schedules, programming synergies, as well as scheduling the work of support staff, co-op students, docents and volunteers;
- Acting as a resource to local community artists who will curate community art exhibits throughout the Anvil Centre;
- Establish success indicators and benchmarks, collecting data related to those indicators, and reporting out on the successes and learnings.

### **9.0 DELIVERABLES AND SCHEDULE**

- 9.1 The Proponent will curate and deliver 6 – 8 temporary exhibitions per year, including working with the local arts community and digital media schools to curate a minimum of one community exhibition per year in the Art Gallery;
- 9.2 The Proponent will provide 35 – 40 hours of service per week, including availability as required for evenings and weekends;
- 9.3 The work-week is typically defined as Monday to Friday;
- 9.4 The first exhibition is to be ready for an approximate opening date in late-May or early-June of 2014, depending on construction completion and building possession.

**CORPORATION OF THE CITY OF NEW WESTMINSTER****10.0 PRICING**

- 10.1** The Proponent will be paid \$75,000 (excluding GST) each year, for up to two years, as a fee for service. This fee is based on the expectation that the Proponent will provide 35 – 40 hours of service per week, including availability as required for evenings and weekends. This fee also is inclusive of any fees paid to Associates of the Proponent.
- 10.2** The Proponent shall be provided with an annual operating budget, in addition to the fee for service as stated in 9.1, to be approved and administered by the City's Parks, Culture & Recreation department, in order to carry out the Summary of Work as outlined in 8.1.

**11.0 PROPOSAL EVALUATION AND SELECTION**

- 11.1** In considering and evaluating proposals, the City intends to identify the proposal (if any) that, in the City's opinion, offers the best value for the proposed services and that, in the City's opinion, will be able to achieve the City's objectives.
- 11.2** The City may, at its discretion, invite some or all of the Proponents for an interview to provide clarifications of their Proposals. In such event, the City will be entitled to consider the answers received in evaluating Proposals.
- 11.3** The City is not obligated to accept the lowest or any Proposal, and may reject all submissions.
- 11.4** Proposals will be evaluated based on the following criteria:
- a) Candidate experience;
  - b) Samples of curatorial work (web links or compressed zip files are acceptable)
  - c) Examples of successful relationships with Boards/steering committees, community organizations, education sector, private sector, professional and amateur artists, and new and emerging artists;
  - d) Proposed Approach;
  - e) Completeness of Proposal.

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

**APPENDIX A – DRAFT CONSULTING SERVICES  
AGREEMENT**

**CORPORATION OF THE CITY OF NEW WESTMINSTER**  
**DRAFT CONSULTING SERVICES AGREEMENT**

This Agreement made the \_\_\_\_ day of \_\_\_\_\_ 2013

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

**AND: "CONSULTANT"**  
 Address  
 (herein called the "Consultant")

The City and the Consultant agree as follows:

**1.0 Services**

- a) The Consultant agrees to perform Consulting Services (herein called the "Services") as detailed in the Scope of Work and Proposal for *(insert name of work here)* submitted to the City *(insert date here)* (as the same may be amended from time to time by mutual agreement in writing) which form part of this Agreement.
- b) The Consultant's relationship to the City will be that of a prime consultant.
- c) The Consultant represents that he/she is professionally qualified and capable of performing the Services and shall at all times exercise the standards of care, skill and diligence normally provided by a professional specializing in the performance of the Services similar to those contemplated by this Agreement.
- d) The Consultant 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.
- e) The Consultant 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 Consultant will immediately inform the City in writing.

**2.0 Duration And Termination**

**2.1 Duration**

- a) Services under this Agreement shall commence on *(insert start date)* and be completed in accordance with the schedule in the Scope of Work, subject to further extension as agreed upon by the parties.
- b) When the Consultant fulfils all requirements under this agreement to the satisfaction of the City, the City shall certify completion in writing.

## **CORPORATION OF THE CITY OF NEW WESTMINSTER**

- c) In the event additional services are required that do not fall within those described in the Scope of Work then the completion date set forth above may be extended by mutual agreement, by a period determined to be sufficient for such additional services. The City may request additional services and the Consultant will provide a written fee quote. The Consultant will not commence additional services until the City has accepted the fee quote.
- d) Should the Consultant breach this agreement, either by abandonment, or by act or omission on his part contravening the terms of this Agreement then this Agreement shall terminate at the time of such abandonment or act or omission and the Consultant shall be paid only for Services performed up to the date of contravention.
- e) Acts or omissions by the Consultant which shall justify termination of this Agreement shall include but not be limited to the following:
  - i) neglect of duties;
  - ii) non-compliance of this Agreement;
  - iii) inability to perform the Services he represented himself as competent to perform;
  - iv) any misrepresentation made or concealment of material fact for the purpose of securing this Agreement.

### 2.2 Termination

- a) The agreement may be terminated by the City as follows:
  - i) For Deficiency or Default – following seven (7) days written notice by the City, the City may at any time terminate this Agreement if the performance of the Consultant is unsatisfactory in the opinion of the City, or if the Consultant breaches any provisions of the Agreement and fails to remedy the same promptly;
  - ii) Without Cause - by providing the Notice in writing to the Consultant's representative (as agreed upon).
- b) Upon termination of the agreement, the City will pay the Consultant for all work performed up to the effective date of termination. All other obligations of the City to the Consultant will terminate upon the termination or expiry of the agreement.

### 3.0 **Non-Disclosure Of Information**

- 3.1 The Consultant 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 **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 Consultants 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* (FOIPP) and *Community Charter*. Consultants 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.

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### **5.0 Compliance With Applicable Laws**

- 5.1 The Consultant shall be responsible for giving all notices and complying with all laws, ordinances, rules, regulations, codes, and standards relating to the conduct of the Services and the locations to which the Services are to be performed. The Consultant 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 Consultant 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 Consultant will provide proof of Good Standing to the City before the Consultant starts work for the City and again before the City makes final payment to the Consultant.
- 5.3 The Consultant will comply with the WorkSafe BC Occupational Health and Safety Regulation and the *Workers' Compensation (WC) Act*. Any WorkSafe BC violation by the Consultant 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, because of the actions of the Consultant are the responsibility of the Consultant.

### **6.0 Patent Rights And Royalties**

- 6.1 The Consultant shall save harmless and indemnify the City from and against all claims and proceedings for or in account of infringement or any patent, design right, trademark or name or other protected rights in respect of any practice or process in respect of the Services to be performed.

### **7.0 Advertising And Publicity**

- 7.1 The Consultant shall submit all proposed advertising or publicity by the Consultant referring to the City or performance of the Services to the City for written approval prior to issue.

### **8.0 Relationship**

- 8.1 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 Services and that the Consultant is not an employee, agent or servant, of the City. Further, this Agreement shall not be deemed to 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 City will be invoiced according to the terms and conditions of this Agreement.
- 8.2 The manner and means by which the Consultant conducts its work in order to provide the Services contemplated by this Agreement are under its control.

### **9.0 Compensation**

- 9.1 In consideration of the performance of the Services, the City shall pay the Consultant the rates provided in the Proposal dated (enter date here), not to exceed (enter amount) excluding the Goods and Services Tax (GST) and disbursements, the Maximum Authorized Expenditure. The City may

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increase the Maximum Authorized Expenditure by issuing a written and signed Change Order. The Consultant will invoice for disbursements separately.

- 9.2 The City retains the right to access and audit the Consultant's files and records related to the City's business with twenty-four (24) hours notice during normal business hours.

### **10.0 Application For Payment**

- 10.1 The Consultant shall submit invoices to the City, attention *(as directed)*, on, or before the tenth (10<sup>th</sup>) day of each month. The City, if it approves the amount of such invoices, shall pay such invoices within thirty (30) days from the invoice date.
- 10.2 Each invoice will show an itemized list of services and costs incurred for each of the tasks outlined in the Scope of Work. In addition to an itemized invoice, each invoice submitted by the Consultant will clearly include the total amount of services and disbursements and total for each task; the total to date for each task; and the total payable for this invoice.
- 10.3 The Consultant shall attach to each invoice a brief report detailing the work completed to date, work completed during the month covered by the invoice, and work outstanding to complete the Services.
- 10.4 Notwithstanding any to the contrary in this Agreement, the City shall never be obligated to pay the Consultant a greater percentage of total fees and disbursements than the degree of percentage complete of the total Services.
- 10.5 If the city does not approve of or wishes to further review, audit or otherwise seek clarification concerning the Consultant's invoices, for whatever reason, the City shall not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted, until that date that invoice is paid. The City, if it approves the amount of such invoices, shall pay such invoices on or before the twentieth (20<sup>th</sup>) day of the following month.
- 10.6 The Consultant shall keep proper accounts and records of all costs and expenditures forming the basis of any billing to the city, including but not limited to, hours worked, details of all disbursements (including copies of services invoices), and percentage amounts of work completed. The City shall be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as shall be reasonably necessary or advisable.
- 10.7 The Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, Canada Pension Plan contributions, Employment Insurance deductions, and any other deductions required by the applicable provincial or federal statutes for the Consultant and any of its employees.

### **11.0 Indemnification**

- 11.1 The Consultant, on its own behalf and on behalf of all persons and corporations working by, through or under the Consultant, hereby agrees to indemnify and save harmless the City and its employees, officers, and agents from and against all losses, damages, claims, expenses suits and judgements arising out of, or related to, the provision of the Services by the Consultant that are found to be negligent.

- 11.2 This indemnification shall not apply:

## **CORPORATION OF THE CITY OF NEW WESTMINSTER**

- a) where the losses, damages, claims, expenses, suits or judgements result from the City acting on the advice of, or receiving direct service from, the sub consultants or employees of the sub consultants of the Consultant and without the knowledge or consent of the Consultant; **or**
- b) to the extent that the City, its employees, officers, or agents were negligent.

11.3 This indemnification shall terminate two (2) years from the date of Substantial Performance as certified by the Consultant for the project herein.

11.4 Nothing in this article shall derogate from the tort and other duties and liabilities of the Consultant and its sub consultants to the City.

### **12.0 Change To Scope Of Service**

12.1 The City may vary at any time the Scope of Work to be provided by the Consultant as part of the Services. In that case and where this Agreement contains a limit as to the maximum fees and disbursements to be paid to the Consultant for all or any part of the Services, such limit or limits shall be adjusted as agreed to by both parties in writing.

12.2 Should the Consultant consider that any request or instruction from the City constitutes a change in the scope of the work; the Consultant shall so advise the City within ten (10) days in writing. Without said written advice within the period specified, the City shall not be obligated to make any payments of additional fees to the Consultant.

### **13.0 Insurance**

13.1 The Consultant shall provide, maintain and pay for the following insurance which shall be in place with such insurance company or companies and in such form as may be acceptable to the City:

a) Professional Errors and Omissions Liability Insurance protecting the Consultant, any sub consultant and their respective servant(s), agent(s) or employee(s) against any loss or damage arising directly or indirectly out of the professional services rendered by the Consultant, any sub consultant, servant(s), agent(s), or employee(s) under the contract. Such insurance shall be for an adequate amount acceptable to the City and shall in any event be not less than one million dollars (\$1,000,000.00) inclusive any one occurrence. The Consultant shall not be entitled to payment for services resulting in errors or omissions for which the Consultant is held responsible.

b) General Liability Insurance of not less than five million dollars (\$2,000,000.00) inclusive any one occurrence.

13.2 Before undertaking any part of the work, the Consultant shall furnish to the City certificates showing that such insurance is in force. Such certificates shall provide that the insurance is non-cancellable except upon thirty (30) days prior written notice to the City.

### **14.0 Authorization To Proceed**

14.1 The City will issue a Purchase Order to the Consultant. Issuance of the Purchase Order authorizes the Consultant to proceed with the work.

### **15.0 Assignments**



**CORPORATION OF THE CITY OF NEW WESTMINSTER**

15.1 This Agreement may not be assigned by the Consultant, or to its successor (s) without the express written consent of the City.

**16.0 Engagement Of Other Consultants**

16.1 The City, in any event, reserves the right at its own discretion to engage any consultant, other than that with which it reaches agreement(s), during the term of such agreement(s), if is deemed advantageous or appropriate.

**17.0 Ownership And Copyright**

17.1 All drawings, plans, specifications, reports, and other documents or products produced by the Consultant from the Service shall remain the property of the Consultant.

17.2 The Consultant shall give the City reproducible copies of any such documents and/or products, and these may be used by the City in any manner as part of its operations at its own risk, if the City chooses to use them in any manner other than for the particular purpose for which they were provided.

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.

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:**

\_\_\_\_\_  
Name and Title

Accepted and Agreed on

\_\_\_\_, 2013

By

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

**CORPORATE NAME**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Office



Appendix B
DECLARATION – LIVING WAGE EMPLOYER

I, \_\_\_\_\_ as a duly authorized signing officer of

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, confirm that all employees and sub-contractors under our contract with the City as outlined below, are paid not less than the "Living Wage" as calculated by the Living Wage for Families Campaign.

I understand that this requirement extends only to those employees and sub-contractors' employees that perform work while on City premises and property for durations in excess of one continuous hour per occasion.

I understand that the City will conduct audits if and when notification of breach of this compliance is received by the City. I understand that in the event any breach of this declaration is found to be true, the City reserves the right to cancel its contract without penalty at any time once said authentication of the breach is made.

Contract Name: \_\_\_\_\_

Authorized Signatory:

Dated:

\_\_\_\_\_

\_\_\_\_\_