



# Corporation of the City of NEW WESTMINSTER

## REQUEST FOR PROPOSAL

**NWRFP-13-37**

### **Engineering Services, Railway Crossing Improvement at Begbie and Front Streets**

**Closing Time:**

Wednesday, August 21, 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: Heather Rossi**

Intermediate Buyer

Telephone: 604-515-3781

Facsimile: 604-527-4509

Email: [nwpurchasing@newwestcity.ca](mailto:nwpurchasing@newwestcity.ca)

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

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

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## CORPORATION OF THE CITY OF NEW WESTMINSTER

### 1.0 DEFINITIONS

**“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.

**“City” “Owner”** means City of New Westminster.

**“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.

**“Proponent”** means responder to this Request for Proposals.

**“Proposal”** means the submission by the Proponent.

**“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.

**“Services”** means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

**“Supply” “Provide”** shall mean supply and pay for, and provide and pay for.

**“Shall” “Must” “Will” “Mandatory”** mean a requirement that must be met.

### 2.0 INTRODUCTION

The work involves the provision of services for design, tendering assistance, contract administration and construction inspection of railway improvement at two railway crossings at Begbie Street and Front Street, near 4th Street, in the downtown of New Westminster, BC, to facilitate the whistle cessation.

### 3.0 PROPOSAL INSTRUCTIONS

One (1) electronic and three (3) hard copies of the Proposal, including one signed and initialled copy of this Request for Proposal, are to be submitted and clearly marked on the outside envelope or box as follows:

**NWRFP-13-37**  
**Engineering Services, Railway Crossing Improvement**  
**at Begbie and Front Streets**  
 Attention: Purchasing Manager

The City of New Westminster will receive Proposals at the location and time indicated on the title page of this Request for Proposal. The clock at the MAIN RECEPTION DESK is the official clock.

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

It is the responsibility of each proponent to seek clarification on any matter relating to this proposal. Requests for clarification must be made in writing to Heather Rossi, Intermediate Buyer, City of New Westminister, email: [nwpurchasing@newwestcity.ca](mailto:nwpurchasing@newwestcity.ca)

The City will respond to enquiries that it considers relevant to this RFP, which the City will determine in its sole discretion. The City or Purchasing Manager will only respond to those written queries received at least ninety-six (96) hours prior to the Closing Date and Time.

The City's representative will not answer enquiries directly. The City will record enquiries and post replies on the City's website at [City of New Westminister | Bid Opportunities | Business | Request for Bids & Proposals - Open](#) along with any additional information and addenda to this RFP.

It is solely the responsibility of the Proponent to check the City's [website](#) regularly for all information related to this RFP. The Proponent shall acknowledge any Addenda in its Proposal. Failure to acknowledge any Addenda may result in disqualification of the Proponent.

The City accepts no responsibility for any information provided by its employees or agents that is not in writing in accordance with this section. The City cautions Proponents that information obtained from any other source is not official and may be inaccurate.

Proposals shall be irrevocable for a period of ninety (90) from date of closing. Successful Proposals submitted may become part of contracts for services. The Proponent has not nor will not copyright the Proposal and offers it for any purposes of the City.

#### **4.0 ADDENDA**

- 4.1 Should addenda to the Request for Proposal documents be required for any reason, it is the City's intention not to issue addenda during a period three (3) days prior to the Proposal Closing date and time.
- 4.2 Proponents are responsible for checking the City's website for any addenda or other information relating to this Request for Proposal.
- 4.3 All Addenda become part of the Proposal documents. Proponents are responsible for including any adjustment costs in their Proposal. The Proponent must acknowledge receipt of any Addenda in their Proposal.
- 4.4 Failure to acknowledge any Addenda may result in disqualification of the Proponent.

#### **5.0 GENERAL CONDITIONS**

##### **5.1 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

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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.

### **5.2 CONFIDENTIALITY OF CITY INFORMATION**

Proponents must not disclose any information acquired about the City during this RFP process unless authorized in writing by the City, and this obligation will survive the termination of this RFP process. The awarding of any contract or the reaching of any agreement for the provision of services to the City will not permit any Proponent to advertise a relationship with the City without the City's prior written authorization.

### **5.3 PROPONENT'S EXPENSES**

Proponents shall be solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the City, if any. If the City elects to reject all proposals, the City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

### **5.4 COMPLIANCE WITH LAWS AND REGULATIONS**

Any successful Proponent must be prepared, at no extra cost, to give all the notices, and obtain all the licenses and permits required to provide the services in the City of New Westminister and to comply with all Federal Provincial and Municipal laws applicable to the services or the performance of the contract, including those of WorkSafe BC.

### **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 CLIENT / SERVICE AGREEMENT**

The successful Proponent will be required to enter into a contract with the City of New Westminister, based on the City's Consulting Services Agreement attached in Appendix B.

### **5.7 PERMITS AND LICENSES**

The successful Proponent is required to obtain a City of New Westminister Business license prior to commencement of work.

### **5.8 CONFLICT OF INTEREST**

By submitting a proposal, the Proponent warrants that neither it nor any of its officers, directors, employees or subcontractors, has any financial or personal relationship or affiliation with any elected official or employee of the City of New Westminister or their immediate families which might in any way be seen or perceived (in the City's sole and unfettered discretion) to create a conflict of interest.

### **5.9 LIVING WAGE POLICY**

Effective January 1, 2011, the City of New Westminister 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/>

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The City includes in all its competitive bid documents a Declaration referencing the City's expectations with regards to compliance of the Policy. **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.

[http://www.newwestcity.ca/business/living\\_wage\\_employer.php](http://www.newwestcity.ca/business/living_wage_employer.php)

### **6.0 BACKGROUND**

**6.1** Downtown New Westminister is the City's premier growth concentration area and will accommodate almost one quarter of the City's population by 2031. The City is seeking to eliminate train whistling at road/rail crossings at City of New Westminister Downtown. There are four train companies which are using the New Westminister route; Canadian National Railway (CN), Canadian Pacific Rail (CP), Burlington Northern Santa Fe (BNSF) and Southern Railway of BC (SRY). The Begbie Street crossing involves three tracks and there is only one track at the Front Street crossing. Followings are the existing facilities at noted crossings:

- a) Begbie Street:
  - 1) A separate at-grade road and pedestrian crossing
  - 2) Pedestrian crossing signs
  - 3) Railway crossing signs
  - 4) Flashing lights with bells
  - 5) Gates
  - 6) Cross bucks on both Begbie and Quayside Drive approaches
  
- b) Front street, close to 4th street:
  - 1) Cross bucks on both approaches
  - 2) AWS on both approaches
  - 3) Lights, bells and gates

**6.2** The operating rail companies at Begbie and Front Streets are CN, CP, SRY and CN, CP, respectively.

**6.3** Transport Canada requires trains to sound the engine whistle a quarter of a mile before all public crossings, at every whistle post along the railway right-of-way and at frequent intervals when view is restricted by weather or track curvature. However, under specific circumstances and with proper protection in place whistling can be eliminated.

**6.4** In 2011, Opus completed a series of rail safety assessments for the City of New Westminister at seven public road/rail crossings. Opus has also completed evaluation of safety issues and recommended improvement measures to achieve 24-hour whistle cessation at Downtown crossings at Begbie Street, 6th Street and Front Street in vicinity of 4th Street. The study identified potential safety hazards and the measures to eliminate those hazards to meet the requirements of RTD 10. Opus has submitted a copy of its report, "Safety Assessment for Whistle Cessation at New Westminister Railroad At-Grade crossings: Downtown locations, dated August 2011", to railways for their review and comments. Railways comments are included in Section 12 of the report. A copy of Opus report is included in Appendix C.

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### 7.0 SCOPE OF WORK

7.1 The work will include, but not be limited to, the following activities:

- a) Carry out thorough site inspection to familiarize project team with the subject area.
- b) Attend project initiation meeting with City staff.
- c) Complete a topographic survey: The subject areas were surveyed previously and the AutoCAD file of survey points will be made available to the successful Proponent.
- d) Complete a geotechnical investigation report (if required).
- e) Review list of deficiencies of each railroad crossings along with required improvement measures.
- f) Prepare detailed design for construction based on preliminary concepts included in the Opus Report. The design process will require consultation and plan submission to the railways including all required permit applications.
- g) Design work shall include all civil and signal works including railway signal upgrades and crossing surface improvements to achieve whistle cessation at each of the crossings. The design process shall identify and resolve any potential utility conflicts.
- h) Include traffic engineering review for developing signal timing plans and related geometric changes.
- i) Signal design works shall include traffic and rail signal improvements including any interconnection requirements.
- j) Liaise with railways and Transport Canada to obtain their approval for whistle cessation.
- k) Submit design package for City review and revision as required.
- l) Submit the design package to railways and Transport Canada for sign off.
- m) Provide Class "B" construction estimate.
- n) Prepare specifications, summary of work and contract documents for tendering. Review the submitted Tenders, provide the City with a written assessment of tenders received, and make recommendations for award based on this review.
- o) Coordinate and schedule all construction activities including liaison with the railways to facilitate their activities.
- p) Provide part time inspection during construction (allow 100 hours for the purpose of this proposal) and coordinate materials testing as required.
- q) Provide contract administration and preparation of progress claims for the Contract.

7.2 Complete the Certificate of Completion and Notice of Certification of Completion in accordance with the Builder's Lien Act. The City will provide the correct forms to the Consultant

7.3 Provide as-built information, in both AutoCAD format, to City Standards, and paper drawings

7.4 The Consultant will be responsible for the Letters of Assurance associated with his Design and the associated Work.

7.5 The Consultant will be responsible for the Letters of Assurance associated with his Design and the associated Work.

7.6 If the Consultant deems that the scope of work should be amended to achieve the desired objectives, then this should be clearly indicated in the proposal.

7.7 All documents, reports, or maps produced by the Consultant during the term of this project, which relate to the project, will remain the property of the City.

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### **8.0 DELIVERABLES AND SCHEDULE**

**8.1** The consultant will provide:

- a) Quantities and construction cost estimate;
- b) Preparation of contract documents;
- c) Review and recommendation of Tender submissions;
- d) Inspection of works;
- e) Contract administration;
- f) Record Drawings.

### **9.0 PROPOSAL FORMAT AND PREPARATION**

**9.1** Proposals must not exceed fifteen (15) pages in length excluding attached appendices. All proposals must clearly identify:

- a) Understanding of assignment;
- b) Approach;
- c) Cost/Schedule;
- d) Project Team/Experience.

**9.2** The following are considered key content that should be included as part of the Proponent's submitted Proposal. The City may not consider any Proposal that does not include all of the key content.

- a) A brief outline of the Consultant's understanding of the project;
- b) A clear description of the Consultant's plan, a detailed work plan, and methodology to successfully accomplish the assignment;
- c) A list that expands the Scope of Work in a series of work activities and a detailed and comprehensive scope of services including the individual project deliverables;
- d) A schedule of activity from date of award to final submission, including a labour summary matrix that provides person-hour estimates for each of the work activities;
- e) The cost to complete the project in the form of a spreadsheet showing the proposed level of effort and fees for each stage of the project as well as an estimate of reimbursable disbursements supported by a cost breakdown, the Proponent may not add overhead costs to disbursements;
- f) The charge-out schedule for personnel and disbursements in general;
- g) The proposed project team complete with brief resumes, describe each person's role in this project and their qualifications and experience to take on successfully the role;
- h) The Project manager assigned to the project;
- i) A list of any sub-Consultants with a brief resume of experience;
- j) An indication of similar projects undertaken by the Consultant;
- k) Names of three references of clients who have undertaken similar work and who may be contacted to gauge the performance of the Consultant;
- l) A statement of commitment to undertake the project, provide the staff, and support necessary to complete the project on time and on budget.

### **10.0 PRICING**

**10.1** The Proposal is to include a schedule of effort and pricing based on hourly rates and separated into the following components:

- a) Geotechnical Investigation (if required);
- b) Detailed design;
- c) Construction cost estimate;

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- d) Preparation of Contract Documents;
- e) Tendering Assistance;
- f) Inspection of works;
- g) Contract Administration ;
- h) Record Drawings;
- i) Disbursements.

**10.2** The following expenses **should be included** in the fixed, lump sum fee proposal:

- a) All cost associated with fax, photocopier and long distance telephone calls;
- b) All documentation required to respond to Request For Information submittals from the General Contractor Change Orders and Supplemental Instructions for the construction contract;
- c) All documentation required to address day to day management of the design and construction phases of the Project;
- d) All indirect (or overhead) expenses incurred in the course of operating a firm including local travel expenses;
- e) All costs associated with the necessary insurance coverage including professional liability insurance.

**10.3** The disbursements which will be reimbursed at cost will include the following:

- a) Reproduction of client requested drawings and reports;
- b) Delivery of drawings, reports including courier, postage etc;
- c) All necessary documents required to obtain all permits and approvals from the authorities having jurisdiction.

### **11.0 PROPOSAL EVALUATION AND SELECTION**

**11.1** The City of New Westminster will evaluate all submitted valid Proposals. The object of the evaluation and selection process is to identify the Proposal that, in the City's opinion offers the best value for the products and/or services requested.

**11.2** The City is not obligated to accept the lowest or any Proposal, and may reject all submissions.

**11.3** The City may award the Contract to the Proponent whose submission, in the City's sole discretion, provides the best overall value to the City for the work. In evaluating the overall value to the City for the work in respect of each submission received, the City, in addition to price, will have in mind its critical goals of obtaining a high quality product in accordance with the schedule established under the Request for Proposal documents.

**11.4** In evaluating overall value, the City may consider, without limitation, price, qualifications and past experience of Proponents, availability of necessary work forces and other resources, proposed methodology and schedule for completing the work, and the past performance of Proponents on similar projects in respect of quality of work, timeliness of work, costs of contract administration to the owner of the project, and costs associated with claims for extras in respect of the project. In this regard, considerations other than price may be of greater weight in the City's evaluation of submissions received.

**11.5** The City, in assessing best value:

- a) May not necessarily accept the lowest or any Proposal and may, in its sole discretion, accept any Proposal and may waive any minor informality or irregularity in Proposals received;

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- b) Has no obligation to receive further information, whether written or oral, from any Proponent, not to disclose the nature of any Proposals received;
- c) May negotiate changes to the scope of work with any one or more Proponents without having any duty or obligation to advise any other Proponent(s) or to allow them to vary their Proposal(s) due to changes to the scope of work.

**11.6** Proposals will be evaluated based on the following criteria:

- a) Project Manager;
- b) Project Team;
- c) Experience of Company/Team;
- d) Understanding of Assignment;
- e) Proposed Approach;
- f) Schedule;
- g) Cost.

**11.7** The City at its discretion, may invite some or all 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.

**11.8** Proposed project teams must be capable of completing all identified tasks; the City will not consider partial submissions.

**12.0** REFERENCES**12.1** **NOTE: Failure To Provide References May Result In Disqualification**

**12.2** Proponents shall provide sources for three (3) references (companies for whom work of a similar magnitude and nature completed in the past five (5) years, including the City of New Westminster).

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

**APPENDIX A**

Declaration – Living Wage Employer



## 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:

\_\_\_\_\_

\_\_\_\_\_

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**APPENDIX B**

Consulting Services Agreement

## DRAFT CONTRACT FOR SERVICES AGREEMENT

This Agreement made this \_\_\_ 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: “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 (FOIPPA)* 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 the Goods and Services Tax (GST). 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

\_\_\_\_\_, 2013

By

**“CONTRACTOR”**

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

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