

Service Contract

100 Newport Drive, Port Moody, BC, V3H 5C3, Canada
Tel 604.469.4725 • Fax 604.469.4677 • www.portmoody.ca

Contract No:

Contractor Reference: [quote number or delete if not applicable]

Contract Billing Reference:

Contract Name:

The City of Port Moody (the "City", "we", "us", or "our" as applicable) at the following address:

100 Newport Drive, Port Moody, B.C. V3H 5C3
Email: purchasing@portmoody.ca

AND

[LEGAL CONTRACTOR NAME] the "Contractor", "Consultant" "you", or "your" as applicable at the following address:

[Address]
Contact:
Email: | Phone:

THE PARTIES AGREE TO THE TERMS OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW:

SCHEDULE A – GENERAL SCOPE OF SERVICES

SCHEDULE B - CONTRACT TERM

Start Date:

End Date:

Renewal Terms: n/a or Initial Term, plus additional terms (i.e. Initial term: Three (3) years, plus two (2) additional one (1) year terms upon mutual agreement)

SCHEDULE C - FEES AND EXPENSES

SCHEDULE D - APPROVED SUBCONTRACTOR(S)

SCHEDULE E - INSURANCE

The Contractor will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain throughout the Contract term, the following selected insurances with insurers licensed in British Columbia in forms and amounts acceptable to the City of Port Moody.

- ☐ Comprehensive General Liability in an amount not less than **\$5,000,000** inclusive per occurrence against bodily injury, personal injury and property damage, including non-owned automobile, cross-liability and liability assumed under the Contract. The City of Port Moody is to be added as an additional insured under this policy.
- ☐ Professional Liability in an amount not less than **\$2,000,000** insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under the Contract.
- ☐ Automobile Liability on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than \$2,000,000.
- ☐ Other:

All of the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the City of Port Moody. The Contractor will provide the City of Port Moody with evidence of the required insurance prior to the commencement of the services. Such evidence shall be in the form of a completed Certificate of Insurance. All required insurance will be endorsed to provide the City of Port Moody with 30 days' advance written notice of cancellation or material change. The Contractor hereby waives all right of recourse against the City of Port Moody with regard to damage to the Contractor's property.

SCHEDULE F - ADDITIONAL TERMS

WorkSafe BC - The Contractor shall remain in good standing with WorkSafe BC and shall comply with all WorkSafe BC legislation in the province of British Columbia.

Additional Documentation – If selected, Contractors must deliver the following additional documentation related to this Agreement:

- | | |
|--|---|
| ☐ Certificate of Insurance, as indicated above | ☐ WorkSafe BC Clearance Letter |
| ☐ Occupational Health & Safety Acknowledgement – Prime Contractor | ☐ Occupational Health & Safety Acknowledgement – Single Contractor |
| ☐ City of Port Moody or Tri-Cities Inter-Municipal Business License | ☐ Other: |

SCHEDULE G - CONTRACT MANAGEMENT

Project Manager – NAME/TITLE | Phone: 604-469-xxx | Email: xx@portmoody.ca

Contract Manager – NAME/TITLE | Phone: 604-469-4xxx | Email: xx@portmoody.ca

SCHEDULE H – INVOICING

The Contractor must supply banking transfer information as invoice payments will be paid by electronic funds transfer (no cheque will be issued). Electronic Funds Transfer (EFT) Application forms are available by contacting accountspayable@portmoody.ca.

All invoices should be addressed to City of Port Moody, 100 Newport Drive, Port Moody, B.C., V3H 5C3 and submitted by email directly to accountspayable@portmoody.ca.

All invoices must reference both the contract number and contract billing reference as noted above.

Contractor Signature

SIGNED AND DELIVERED by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation).

Signature:

Name:

Date:

City of Port Moody Signature

SIGNED AND DELIVERED on behalf of the City of Port Moody by its duly authorized representative.

Signature:

Name:

Date:

READ TERMS OF SERVICE CONTRACT

Terms of Service Contract

CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this agreement. You must provide the Services during the term described in Schedule A, regardless of the date of execution or delivery of this agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities and approvals necessary or advisable to perform your obligations under this agreement.
3. Unless otherwise specified in this agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised. Without limiting the foregoing, you must ensure that all persons you employ and/or subcontract work to are provided instructions and required to act in a professional and courteous manner in all dealings with the public, City representatives and other contractors, so as to ensure that there is a respectful workplace, as stipulated in the City's policy. The required conduct includes but is not limited to adherence to approved work hours, including pre-staging prior to start times; refraining from the unauthorized use of private property; refraining from the use of profanity, offensive language and unwelcome or rude remarks; minimizing noise and congestion; ensuring site tidiness; ensuring adherence to parking regulations and courtesies; ensuring all workers adhere to appropriate full dress code; and refraining from any form of harassment or bullying. Where complaints are received, they must be addressed and dealt with to the City's satisfaction, including if determined by the City to be reasonably necessary, removal of employees who fail to comply with these requirements.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all material that has been produced or received by you or any subcontractor as a result of this agreement (collectively the "Material"), including, without limitation, accounting records, findings, software, data, specifications, drawings, reports, and documents, whether complete or not.
9. You must treat as confidential all Material and not permit its disclosure without our prior written consent except as required by applicable law.
10. The Material and any property we provide to you or a subcontractor is our exclusive property. You must deliver it to us immediately upon our request.
11. The copyright in the Material belongs exclusively to us. Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you or your employees or subcontractors may have in the Material and confirming the vesting of the copyright in us. For certainty, you are not liable for any use we make of the Material beyond the intended project purpose.
12. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule E, if any, as modified from time to time in accordance with our directions.
13. You must apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this agreement.
14. You must comply with all applicable laws.
15. You must indemnify and save harmless us and our officers, employees, elected officials and agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that we or any of our officers, employees, elected officials or agents may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, which are based upon, arise out of or occur, by reason of, any negligent act or omission by you or by any of your agents, employees, officers, directors, or subcontractors or by your breach of this Agreement in providing the Services.
16. You must not assign any of your rights under this agreement without our prior written consent.
17. You must not subcontract any of your obligations under this agreement other than to persons listed in Schedule D without our prior written consent. No subcontract, whether consented to or not, relieves you from any obligations under this agreement. You must ensure that any subcontractor you retain fully complies with this agreement in performing the subcontracted obligations.
18. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this agreement.
19. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
20. You must not commit or purport to commit us to pay any money unless specifically authorized by this agreement.

PAYMENT

21. If you comply with this agreement, we must pay you
 - a. the fees described in Schedule C, and

- b. the expenses, if any, described in Schedule C if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services. We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
22. In order to obtain payment of any fees and expenses under this agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule C.
23. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provision of the Services.
24. Unless otherwise specified in this agreement, all references to money are to Canadian dollars.
25. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule C and then to remit that tax to the Receiver General of Canada on your behalf.
26. Payment Terms are Net 30.

TERMINATION

27. We may terminate this agreement
 - a. for your failure to comply with this agreement, immediately on giving written notice of termination to you, and
 - b. for any other reason, on giving at least 10 days' written notice of termination to you. If we terminate this agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule C which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this agreement.
 28. If you fail to comply with this agreement, we may terminate it and pursue other remedies as well.
- ### GENERAL
29. You are an independent contractor and not our employee, agent, or partner.
 30. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this agreement on your behalf to enter into and execute this agreement on your behalf without affixing your common seal.
 31. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
 32. This agreement is governed by and is to be construed in accordance with the laws of British Columbia.
 33. Time is of the essence in this agreement.
 34. Any notice contemplated by this agreement, to be effective, must be in writing and either
 - a. sent by fax to the addressee's fax number specified in this agreement,
 - b. delivered by hand to the addressee's address specified in this agreement, or
 - c. mailed by prepaid registered mail to the addressee's address specified in this agreement.

- Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.
35. A waiver of any term of this agreement or of any breach by you of this agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
 36. No modification of this agreement is effective unless it is in writing and signed by the parties.
 37. This agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
 38. Sections 6 to 11, 13, 15, 23, 24, and 26 to 28 continue in force indefinitely, even after this agreement ends.
 39. The schedules to this agreement are part of this agreement.
 40. If there is a conflict between a provision in a schedule to this agreement and any other provision of this agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this agreement.
 41. In this agreement, "we", "us", and "our" refer to the City of Port Moody alone and never refer to the combination of the Contractor and the City of Port Moody: that combination is referred to as "the parties".
 42. This agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain in order to provide the Services. Nothing in this agreement is to be construed as interfering with the exercise by the City of Port Moody or the Province of B.C., including its agencies, of any statutory power or duty.
 43. Promotion or discussion of the services via social media or alternate advertising will be solely performed by the City.
 44. The Contractor acknowledges that during performance of the Services, the Contractor may have access to 'personal information' (as defined in the Freedom of Information and Protection of Privacy Act, RSBC 1996, c 165 ("FIPPA")) of third parties that is in the City's possession. The Contractor acknowledges and understands that such personal information is subject to Part 3 of FIPPA and the City and all parties acting for the City, including the Contractor, have certain obligations as set out in FIPPA with respect to protection of such personal information. The Contractor agrees that it shall transmit, store or otherwise handle such personal information in a manner consistent with Part 3 of FIPPA.