

## CONTRACT FOR SERVICES

THIS AGREEMENT dated for reference and made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

BETWEEN:

**CAPITAL REGIONAL DISTRICT**

625 Fisgard Street

Victoria, BC V8W 2S6

Fax No. [Click here to enter ###-###-####.](#)

("CRD", "we", "us" or "our" as applicable)

OF THE FIRST PART

AND:

[Contractor Name]

[Click here to type in full contractor address with City, Prov Postal Code.](#)

Fax No. [Click here to enter ###-###-####.](#)

("Consultant", "you" or "your" as applicable)

OF THE SECOND PART

**WHEREAS:**

- A. The CRD called for standing offer proposals for the provision of consulting services for [Contract Number] [Project Title] (the "**Project**"), on an "as and when required" basis, and the Consultant in reply submitted a proposal dated [Click here to enter a date.](#) A copy of the Consultant's proposal is attached as Schedule "C" to this Agreement.
- B. The CRD has agreed to engage the Consultant and the Consultant has agreed to provide the services described in Schedule "A" to this Agreement (the "**Services**") to the CRD in respect of the Project on the terms and conditions set out in this Agreement.

**NOW THEREFORE** the CRD and the Consultant, in consideration of their mutual duties and responsibilities to one another under this agreement (the "**Agreement**"), agree as follows:

**CONSULTANT'S OBLIGATIONS:**

1. **Standard of Care** You must provide the Services with the degree of care, skill and diligence normally provided by consultants having similar qualifications in the performance of duties of a nature similar to the Services, and you must provide the Services within the time limits specified in Schedule "A" or, if no time limit is specified in Schedule "A", you must provide the Services promptly.
2. **Billable Charges** You must charge only those fees and disbursements specifically authorized for the Services in this Agreement. All other costs and expenses incurred by you to provide the Services, including labour, materials, permits, and licenses, must be paid by you.
3. **Confidentiality** You must not disclose any information, data or secret of the CRD to any person other than representatives of the CRD duly designated for that purpose in writing by us and you must not use for your own purposes or for any purpose other than those of the CRD any information, data or secret you may acquire as a result of being engaged pursuant to this Agreement.
4. **Conflict of Interest** You must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which in our reasonable opinion gives rise to a conflict of interest between your obligations under this Agreement and your obligations to such other person, firm or corporation.

5. **Ownership of Materials** All plans, specifications, manuals, preliminary drafts, sketches, copies, designs, computer modules, software programs, technology, data and information and all other materials produced by you under this Agreement (collectively, the “**Intellectual Property**”) are and will remain our property even though you or another party has physical possession of them. You hereby waive in our favour any moral rights you, your employees, sub-consultants or sub-contractors may have in the Intellectual Property. Until the expiry or earlier termination of this Agreement, you may retain copies, including reproducible copies of the Intellectual Property. You must not use the Intellectual Property on other projects or for other clients except with written consent from us. You must obtain our consent before you publish or make public any of the Intellectual Property in book, periodical, electronic or any other form.
6. **Retention of Intellectual Property on Termination** Upon expiry or earlier termination of this Agreement, you must turn over to us all Intellectual Property, keeping a single copy for your own archival purposes.
7. **Severability** It is understood and agreed that the covenants and agreements contained in paragraphs 3, 4, 5, 6 and 8 shall survive the expiry or earlier termination of this Agreement and that those paragraphs are severable for such purpose.
8. **Indemnification** You must indemnify and save harmless us and our elected officials, appointed officers, employees, agents and contractors from and against any claims, costs, losses, damages, actions, causes of action and expenses arising, from an error, omission or negligent or wilful act of you or your agents, employees, sub-consultants or sub-contractors, or from your breach of this Agreement.
9. **Insurance** You must provide and maintain at your expense any insurance that you are required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement, including coverage for your employees as required by the *Workers Compensation Act*. Without limiting the foregoing, you must provide and maintain at your expense any insurance specifically required in Schedule “B” to this Agreement. You must provide satisfactory proof of insurance coverage to us upon request.
10. **Compliance with Laws** You must comply with all laws applicable to the provision of the Services.
11. **Assignment** You must not assign, subcontract, or transfer any interest in your rights under this Agreement without our prior written consent.
12. **Legal Relationship** The legal relationship between you and the CRD arising pursuant to this Agreement is that of an independent contractor and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render us your employer or partner, or the employer of anyone working for you, and you must not do anything that would result in anyone working for you being considered our employees.
13. **Agent** You are not, and must not claim to be our agent for any purpose unless we give you authorization in writing to act as our agent for specific purposes that are reasonably necessary to your rendering of the Services pursuant to this Agreement.

## **PAYMENT**

14. **Payment for Services** We must pay you the fees for your Services at the times set out in Schedule “A”. Where you are specifically authorized in Schedule “A” to charge us for disbursements, we must pay such disbursements to you in accordance with Schedule “A” as long as they are reasonably necessary for the performance of the Services and supported by conclusive documentation, including receipts. Payment will be issued no more than 30 days after receipt of your invoice, in accordance with our accounts payable policies.
15. **Currency** Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

## **TERMINATION AND SUSPENSION**

16. **For Default** If you are in default of your obligations under this Agreement, and you have not corrected the default within thirty (30) days following written notice from us, or if the default reasonably requires

more time to correct, and you are not taking active steps to correct the default within thirty (30) days following written notice from us, or if you become insolvent or are assigned into bankruptcy, we may immediately terminate this Agreement. Termination will be without prejudice to any other rights or remedies we may have.

17. **For Absence** If for any reason you are unable to provide the Services using the individuals or subcontractors named in your proposal and set forth in this Agreement for reasons other than reasonable annual vacation time or short term temporary absence because of illness, we may, following written notice and without limiting any other right we may have, immediately terminate this Agreement and shall pay you for the Services performed and disbursements incurred by you to the date of termination, less any amounts necessary to compensate us for damages or costs incurred by us arising from your default.
18. **Suspension** If your Services are suspended by the CRD at any time for more than thirty (30) days through no fault of yours, then you shall have the right at any time until such suspension is lifted by the CRD to terminate this Agreement upon giving written notice thereof to the CRD. In such an event, you shall be paid by the CRD for all Services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension unless the parties otherwise agree in writing.
19. **With Notice** We may terminate this Agreement by giving you fifteen (15) days written notice. If you receive such notice, you must perform no further Services other than those reasonably necessary to close out the Services, and we will pay you the fees and authorized disbursements properly owing as of the effective date of termination.

## GENERAL

20. **Client to Provide Information** We will make available to you all information in our possession which we consider pertinent to your performance of the Services. You may rely upon the accuracy and completeness of such information except where it is unreasonable to do so. However, you acknowledge that the CRD, in the preparation of the call for proposals and this Agreement, the supply of oral or written information to you, the review of proposals or the carrying out of the CRD's responsibilities under this Agreement, does not owe a duty of care to you and you hereby waive for yourself, your successors and assigns, the right to sue the CRD in tort for any loss, including economic loss, damage, cost or expense, arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the call for proposals, the supply of oral or written information to proponents, the review of proposals, or carrying out of the CRD's responsibilities under this Agreement.
21. **Client to Respond** We will give prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to us by you, and, whenever prompt action is necessary, where possible inform you of a decision in such reasonable time so as not to delay your Services.
22. **Site Access** We will arrange and make provision for your entry and ready access to property (public and private) as well as to the Project site, as necessary, to enable you to perform the Services. We will arrange a safety orientation for you and your employees, to identify the hazards of the site. Once we have provided such a safety orientation, you will be responsible for arranging any additional safety orientations necessary as a result of a change in your personnel or otherwise.
23. **Jurisdiction** This Agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.
24. **Waiver** Except as may be specifically agreed in writing, no action or failure to act by the CRD or the Consultant shall constitute a waiver of any right or duty afforded either of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.
25. **Entire Agreement** This Agreement, including the schedules attached to it, constitutes the entire Agreement between the CRD and the Consultant and supersedes all previous expectations, understanding, communications, representations and agreements whether verbal or written between

the CRD and the Consultant with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the CRD and the Consultant.

26. **Conflict** In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.
27. **Invalidity** If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
28. **Designation of Parties** In this Agreement, “we”, “us” and “our” refer to the CRD alone and never refer to the combination of the Consultant and CRD. The combination of the CRD and the Consultant is referred to as “the parties”.
29. **Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
30. **Interpretation** Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
31. **Time** Time is of the essence in this Agreement.
32. **Enurement** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

#### **DISPUTE RESOLUTION**

33. **Arbitration** All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the CRD and the Consultant, be submitted to arbitration pursuant to the *Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.
34. **No Conflict of Interest** No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the CRD or the Consultant.
35. **Nominees** If the parties cannot agree on the choice of an arbitrator, each party shall select a nominee and the nominees shall jointly appoint an arbitrator.

#### **DESIGNATED REPRESENTATIVES**

36. **CRD Representative** We shall by notice in writing to you designate a representative to act on our behalf with respect to the performance of this Agreement (the “CRD Representative”) and we may at any time or from time to time thereafter, by notice in writing to you, designate another person to act as the CRD Representative in the place and stead of any person previously designated.
37. **Project Manager** You shall, by notice in writing to us, designate a representative to act on your behalf with respect to the performance of this Agreement (the “Project Manager”) and you may at any time or from time to time thereafter, upon written approval from us, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

#### **NOTICE**

38. **Notice** Unless otherwise specified in this Agreement, any notice required to be given by either party shall be deemed to have been given if delivered by hand, mailed by prepaid registered mail or faxed to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice shall be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered by hand, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, force majeure or other cause beyond the control of the parties, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other means of communication which have not been so interrupted or shall deliver such notice by hand in order to ensure its prompt receipt.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

**CAPITAL REGIONAL DISTRICT** by its )  
authorized signatories: )

\_\_\_\_\_)  
Name )

\_\_\_\_\_)  
Name )

**[CONTRACTOR NAME]** by its authorized )  
signatories: )

\_\_\_\_\_)  
Name )

\_\_\_\_\_)  
Name )

## SCHEDULE "A" SERVICES AND FEES

### 1. TERM

The term of this Agreement commences on **Month, Day, Year** and will end on **Month, Day, Year unless terminated earlier.**

### 2. SERVICES

- a. The Contractor shall undertake, provide or be involved in the following services as requested by the CRD on an "as and when required" basis (the "Services"):
  - [Describe services fully: what supplier must provide, what contractor must do, where, when, how and for/to whom]
  - ..
- b. Upon receipt of a request for Services by the CRD (a "Service Request"), the Consultant will respond within 48 business hours, unless unavailability is communicated to the CRD in advance.
- c. The CRD cannot guarantee any specific volume of work and the CRD may purchase identical or similar Services from any other consultant.
- d. The Consultant agrees to be bound by the terms and conditions of this Agreement while providing Services for the CRD pursuant to a Service Request during the Term specified herein.
- e. The Consultant agrees to use only those persons listed in the Consultant's Proposal to deliver the Services during the Term.

### 3. FEES

- a. The Consultant shall be paid a **daily, hourly, unit, flat** rate of \$XXX.000 for those **days, hours, each deliverable** for time spent completing the Services, exclusive of any applicable taxes.
- b. The Consultant shall submit an invoice within 15 days of completing a Service Request. Where a Service Request takes more than 15 days to complete, the Consultant may submit invoices for progress payments for hours of work completed up to the invoice date, at intervals of 15 days from the start date of the Service Request. Invoices shall include the following information:
  - (a) The Consultant's legal name and address;
  - (b) The date of invoice and the billing period to which it pertains;
  - (c) An invoice number and project name for identification;
  - (d) An itemized list of any expenses claimed and copies of receipts;
  - (e) A summary of services delivered during the billing period; and
  - (f) The Consultant's calculation of all fees claimed for that billing period, including a breakdown of the hours spent and a description of the Services completed.
- c. The CRD will pay all invoices within 30 days of receipt.

**SCHEDULE "B"**  
**INSURANCE REQUIREMENTS**

The Contractor shall, at their own expense, provide and maintain during the term of this Agreement the following insurance in a form acceptable to the CRD with a company duly registered and authorized to conduct insurance business in the Province of British Columbia:

- a) **Commercial General Liability Insurance**
    - ii) The Contractor shall maintain Commercial General Liability Insurance covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations, and
    - iii) this insurance shall be an occurrence based policy with a three million (\$3,000,000.00) minimum limit, and
    - iv) the Capital Regional District shall be named as an additional insured, and
    - v) this policy shall contain the separation of insureds, cross liability clause in the conditions of the policy, and
    - vi) all such policies shall provide that no cancellation or material alteration in the policy shall become effective until 15 days after written notice of such cancellation, or alteration has been given to the CRD, and
    - vii) the Contractor shall provide the CRD with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every certificate, or certificates of insurance shall include, certification by the insurance agent or the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.
  - b) **Automobile Insurance**

The Contractor shall maintain Third Party Legal Liability Insurance in an amount not less than \$2,000,000 per occurrence in respect of all vehicles owned and / or operated by the Contractor in connection with this agreement.
  - c) **Property Insurance**

Notwithstanding anything contained elsewhere herein or within the service agreement, it is understood and agreed that the CRD will not be liable for any loss or damage to the Contractor's equipment including loss of use thereof. Each and every policy insuring Contractor's equipment to be used on this project shall contain a waiver of subrogation clause in the favor of the CRD.
  - d) **Professional Liability (Errors and Omissions) Insurance**
    - i) The Contractor shall maintain Professional Liability (Errors and Omissions) Insurance coverage with a limit of not less than Five Hundred Thousand (\$500,000) per claim and an aggregate limit of not less than One Million (\$1,000,000) per policy period.
    - ii) The Contractor shall provide the CRD with a certificate of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.
1. The Contractor shall require that each of his Sub-Contractors provide evidence of comparable insurance in the name of the Sub-Contractor to that set forth under this schedule.
  2. Maintenance of such insurance and the performance by the Contractor of its obligations under this schedule shall not relieve the Contractor of liability under the indemnity provisions set forth in this Agreement.
  3. The CRD may take out and maintain the insurance required by this agreement at the cost of the Contractor if the Contractor is in default under this Agreement.

**SCHEDULE "C"**  
**CONSULTANT'S PROPOSAL**