



1. Definitions

1.1 Throughout this Request for Proposal the following definitions apply:

- a) “City” means the City of Richmond, British Columbia;
- b) “Consultant” means individual, partnership, corporation or combination thereof, including joint venturers, who or which is awarded a Contract who enters into a written Contract with the City to perform and to oversee the Work.
- c) “Contract” means the written agreement resulting from this Request for Proposal executed by the City and the Vendor for the Work;
- d) “Contract Documents” means the purchase order, the Consultant’s Proposal, the General Conditions of Contract included herein and such other documents, including insurance documentation, letters of clearance, drawings, permits, licenses and all amendments or addenda agreed between the parties;
- e) “Proposal” means a proposal submitted by a Proponent to the City in response to a request for a proposal from the City;
- f) “Shall”, “Will” and “Must” means or indicates a requirement that the Parties to these General Conditions are obligated to meet during the performance of the Work;
- g) “May” means or indicates a requirement that the Parties to these General Conditions can elect to meet at their discretion;
- h) “Work” means the provision of all labour, services, material and equipment, and any action as necessary for the Consultant to complete and perform its obligations in accordance with the Contract Documents.

2. Responsibilities and Duties

2.1. The responsibilities and duties comprise the Work required by the City and which shall be performed by the Consultant in accordance with the Contract Documents.

- 2.2. The Consultant agrees to conduct himself professionally and with integrity so as not to embarrass or discredit the City throughout the performance of the Work.

3. Compensation

- 3.1. In exchange for carrying out the Work, the City agrees to pay to the Consultant, the amount of specified on the City's Purchase Order for the duration of the Work.
- 3.2. Changes to the Work, including additional tasks, will be completed by the Consultant only with written authorization of the City. The City may negotiate with the Consultant to determine fees for changes to the Work.
- 3.3. If requested by the City, the Consultant shall submit to the City a written statement of account and setting out a detailed summary of hours worked, meetings attended and the status of the Work (the "Statement of Account").
- 3.4. The Statement of Account must show the amount of HST charged and include the Consultant's HST registration number and City Purchase Order number.
- 3.5. The City shall endeavour to make payments to the Consultant within Thirty (30) working days of receipt of the Consultant's Statement of Account.
- 3.6. Every month, the Consultant shall submit to the City a list of expenses incurred in carrying out the duties and responsibilities set out in these conditions and, upon approval of such expenses by the City, the City will reimburse the Consultant for such expenses.

4. Performance Standards

- 4.1. The Consultant is responsible for meeting performance targets and Work timelines as outlined by the City.
- 4.2. If requested by the City, the Consultant shall prepare a report to the City on a monthly basis indicating what targets have been met over the preceding month and the status of efforts in relation to the targets set out.

5. Benefits

- 5.1. The Consultant hereby waives all rights, claims, and entitlements whatsoever afforded to employees of the City pursuant to the Group Life Insurance Plan, Long Term Disability Plan and the Dental Plan and any other such benefits. The Consultant agrees to pay, as required by Federal or Provincial Statutes any payments for Income Tax, Workers Compensation, Unemployment Insurance, Canada Pension Plan, Superannuation and other such payments.

6. Independent Contractor

- 6.1. The Consultant is an independent contractor and no agency, joint venture, association, partnership, employer-employee relationship is created between the City and the Consultant.

7. Assignment And Subcontracting

- 7.1. The Consultant will not, without the prior written consent of the City, assign, either directly or indirectly, any right or obligation of the Consultant under these conditions.
- 7.2. No sub-contract entered into by the Consultant will relieve the Consultant from any of his obligations or impose any obligation or liability upon the City to any such sub-contractor.

8. Indemnity

- 8.1. The Consultant agrees to indemnify and hold harmless the City, its agents, employees, and elected officials, against any damages, liabilities, or costs, including reasonable attorney fees and defence costs, arising from or allegedly arising from or in any way connected with any act or omission by the Consultant, his employees, officers, volunteers, servants, or agents, or persons for whom the Consultant has assumed responsibility, in the performance or purported performance of these conditions.

9. Insurance

- 9.1. The Consultant shall, at his own expense, carry and keep in force during the term of these conditions, the following coverage.
- a) Professional liability insurance with a minimum limit of \$250,000.00 for each occurrence and \$500,000.00 aggregate.
 - b) Comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence with a cross-liability clause.
- 9.2. The City may require a dedicated limit of the Consultant's professional liability policy be allocated to cover the Consultant's work while contracted by the City.
- 9.3. The City shall be added as an additional insured under the Consultant's comprehensive general liability insurance.
- 9.4. All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the City.
- 9.5. Prior to the commencement of the services hereunder, the Consultant shall file with the City a copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion of the service.

10. Representation

- 10.1. This section is left blank, intentionally.

11. Ownership of Products

11.1. The City shall take title to and ownership of all materials and products developed by the Consultant pursuant to these conditions, including reports, drawings, schematics, computer files, and designs developed, except those covered by copyright. All materials and products produced shall be provided to the City upon expiry of these conditions.

12. Confidentiality

12.1. The Consultant shall not disclose any information provided by the City, specifically proprietary, sensitive, personal or confidential information or that developed resulting through the performance of these conditions to any other party without the express written consent of the City. All information provided to the Consultant or developed by the Consultant pursuant to these conditions shall be returned to the City upon the expiration of these conditions. The Consultant acknowledges that the City is subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

13. Related Companies

13.1. The Consultant shall not during the term of these conditions, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the opinion of the City, give rise to a conflict of interest between the obligations of the Consultant to the City under these conditions and the obligations of the Consultant to such other person, firm or corporation.

14. Term

14.1. This section is left blank, intentionally.

15. Termination

15.1. Notwithstanding any other provisions of these conditions, either party may terminate these conditions at any time upon at least two (2) weeks' written notice delivered to the Parties at the addresses shown on the first page of these conditions, or such shorter time and in such a manner as may be agreed upon by the parties.

15.2. Notwithstanding the provisions of subsection 14.1, if in the opinion of the City, the Consultant has breached a material covenant, the City may cancel these conditions immediately without notice.

16. Joint and Several Liability

16.1. Any covenant, agreement, condition or proviso made by two (2) or more persons shall be construed as several as well as joint.

17. Severability

17.1. In the event that any provision of these conditions shall be held to be invalid, void or unenforceable, then the remainder of these conditions shall

not be affected, impaired or invalidated, and each such provision shall be valid and enforceable to the fullest extent permitted by law.

18. Non-Resident Withholding Tax

- 18.1. If the Consultant is, at any time during the performance of the Work, a non-resident of Canada, within the meaning of the Income Tax Act of Canada as amended (the “Act”), then the City shall deduct from all monies payable under these conditions and remit to Canada Customs and Revenue Agency sums required to be withheld and remitted by the Act.
- 18.2. The City shall receive full credit under these conditions for monies withheld as of and from the date of the withholding.

19. Notices

- 19.1. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered, or if sent by prepaid regular mail, to the addresses of the parties set out on the first page of these conditions, or to such other addressees as shall have been specified by notice in writing by either party to the other. Any such notice or communication shall be deemed to have been given, if delivered, and if mailed in Canada, on the fourth business day after the date of mailing.

20. Feminine/Masculine

- 20.1. Wherever the singular or masculine is used throughout these conditions, the same shall be construed as meaning the plural, the feminine or body corporate or politic where the context or the parties hereto so require and vice versa.

21. General

- 21.1. These conditions may be amended upon mutual agreement of the parties in writing.
- 21.2. These conditions and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of British Columbia.
- 21.3. These conditions set out the entire agreement of the parties and no representations, warranties or conditions have been made other than those expressed or implied herein. No agreement collateral hereto shall be binding upon the City unless made in writing and signed by the City.