

City Contract No.
P.O. No.
Project Name:

**GENERAL SUPPLY AGREEMENT (GSA)
PROFESSIONAL SERVICES (CONSTRUCTION-RELATED)**



GENERAL SERVICES AGREEMENT NUMBER:

SOLICITATION NUMBER:

The Corporation of the City of Port Coquitlam
(the "City") at the following address:
1737 Broadway St
Port Coquitlam, BC V3C 2M9
Contact name:
Email:
Telephone Number:

AND

Enter contractor name here
(the "Consultant") at the following address:

Contact Name:
Email:
Telephone Number:

**THE PARTIES AGREE TO THE TERMS OF THE AGREEMENT SET OUT ON THE ATTACHED PAGES OF THIS DOCUMENT AND
IN THE SCHEDULES INDICATED BELOW (COLLECTIVELY, THIS "AGREEMENT")**

SCHEDULE A – Services	
Services:	
Term Length:	Extension Term(s): Number of Terms:
Start Date:	Length of Each Extension Term:
End Date:	
SCHEDULE B – Fees and Expenses	
Maximum Amount: \$, excluding value added taxes	
SCHEDULE C – Insurance and Safety	

PREPARED on behalf of the City by:	INSURANCE
Signature:	Certificate or other evidence of insurance as identified in
Print Name:	Schedule C of this arrangement.
Title:	

SIGNATURE OF THE CITY	SIGNATURE OF THE CONSULTANT
SIGNED on _____ on behalf of the City by its duly authorized representative:	SIGNED on _____ on behalf of the Consultant (or by its duly authorized signatory or signatories if the Consultant is a corporation):
Signature: _____	Signature: _____
Print Name:	Print Name:
Title:	Title:

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TERMS OF GENERAL SUPPLY AGREEMENT

1. **Services.** The Consultant shall provide the services described in Schedule A (the "Services") in accordance with this Agreement. The Consultant shall provide the Services during and throughout the term described on page 1 (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. **Standard of Service.** Unless otherwise specified in this Agreement, the Consultant shall exercise the standard of care, skill, and diligence generally exercised by persons providing, on a commercial basis, services similar to the Services.
3. **Consultant's Personnel.** The Consultant shall ensure that its employees, agents, servants, sub-consultants and all other persons engaged to perform some or all of the Services are qualified and competent to perform them and are properly trained, instructed and supervised in doing so.
4. **Confidentiality.** The Consultant shall treat as confidential all information accessed or obtained by the Consultant or its employees, agents, servants or sub-consultants (whether verbally, electronically or otherwise) as a result of this Agreement, and shall not disclose or permit the disclosure of any information accessed as a result of this Agreement without the City's prior written consent, except as required to perform its obligations under this Agreement or to comply with applicable law.
5. **Insurance and Safety.** The Consultant must at all times during the Term comply with the safety provisions and keep and maintain insurance in the form, on the terms and in the coverage and deductible amounts, as set forth in Schedule C.
6. **Laws.** In the performance of this Agreement, the Consultant and its employees, agents, servants and sub-consultants shall comply with all applicable laws, orders, rules and regulations, including, without limitation, all laws governing occupational health and safety and protection of the environment.
7. **Indemnity.** The parties hereby agree to indemnify and save harmless the other party and their respective successors, assigns and authorized representatives, and each of them, from and against all losses, claims, damages, actions and causes of action (collectively referred to as "Claims") that the other party may sustain, incur, suffer or be put to at any time, either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the indemnifying party or their employees, agents, servants or sub-consultants under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the party seeking indemnification or its successors, assigns or authorized representatives, or any other person.
8. **Assignment.** The Consultant may not, without the City's prior written consent, assign this Agreement, any monies due hereunder or any claim arising in connection herewith.
9. **Payment.** The Consultant shall invoice the City for fees and expenses in accordance with Schedule B on a monthly basis as the Services progress. The City shall pay to the Consultant the amount of the fees for Services rendered and expenses supported by itemized receipts in accordance with the rates and other terms set forth in Schedule B no later than 30 calendar days following the date of receipt of a statement of account from the Consultant. In the absence of a further written agreement entered into between the parties, the City is not obliged to pay the Consultant more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
10. **Payment Disputes.** In the event the City disputes, in good faith, all or a portion of the fees and expenses invoiced by the Consultant, the City shall pay any uncontested portion, if any, within the time prescribed in section 9 of this Agreement. Disputes regarding fees and expenses of the Consultant will be resolved in accordance with the dispute resolution provisions of this Agreement.
11. **Additional Services.** If the City requests a change that requires the Consultant to provide additional Services beyond those set forth in Schedule A, before undertaking such additional Services the City and the Consultant will agree in writing upon the Consultant's remuneration and time for providing the additional Services. Failing such agreement, the City shall pay the Consultant for the additional Services at the rates set forth in Schedule B and shall grant a reasonable extension of time to the Consultant for the performance of the additional Services.

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12. **Termination.** Either party may terminate this Agreement without cause upon 30 calendar days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement for cause on 7 calendar days' notice to remedy the breach, unless such breach is remedied by the defaulting party during the 7-day period. On termination of the Agreement for cause by the Consultant, the City shall forthwith pay to the Consultant the amount owing for the Services performed up to and including the date of termination, including expenses supported by itemized receipts.
13. **Independent Contractor.** The Consultant is an independent contractor and not the City's employee, agent or partner. The Consultant shall not hold itself out or do anything that would result in employees, agents, servants, sub-consultants and all other persons engaged by the Consultant being treated as or considered the City's employee. The Consultant shall not commit or purport to commit the City to any money unless specifically authorized to do so by this Agreement.
14. **Consequential Damages.** The liability of each party with respect to claims made by the other party is limited to direct damages only and neither party will have any liability whatsoever for consequential or indirect loss or damage (including, but not limited to, claims for loss of profit, revenue, production, business, contracts or opportunity and increased cost of capital, financing or overhead) incurred by the other party.
15. **Freedom of Information and Protection of Privacy Act.** As a public body, the City must comply with statutory obligations under the *Freedom of Information and Protection of Privacy Act* concerning personal information and providing access to information under its control. The Consultant acknowledges and agrees to provide reasonable assistance to the City in complying with its statutory obligations under the *Freedom of Information and Protection of Privacy Act*.
16. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
17. **Notice.** To be effective, any notice contemplated or required by this Agreement must be in writing and either: (a) delivered by hand to the addressee's address specified on page 1 of this Agreement; or (b) delivered by email to the addressee's email address specified on page 1 of this Agreement. Either of the parties may give notice to the other of a substitute address or email address from time to time.
18. **Waiver.** A waiver by the City of any term of this Agreement or of any breach by the Consultant of this Agreement is effective only if it is in writing and signed by the City, and is not a waiver of any other term or any other breach.
19. **Amendment.** No amendment, change or other modification of this Agreement is effective unless it is in writing and signed by the parties.
20. **Dispute Resolution.** In the event of any dispute arising out of or related to this Agreement, the City and the Consultant shall make all reasonable efforts to resolve their dispute by good faith negotiations and agree to provide without prejudice, frank, candid, and timely disclosure of all relevant information and documents to facilitate such negotiations. The parties specifically agree to mediate any such dispute with a mutually agreed upon mediator, before either party may provide written notice to the other party referring the dispute to be finally resolved by arbitration administered by the *British Columbia International Commercial Arbitration Centre* under its Rules.
21. **Conflict.** 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 expressly states that it operates despite a conflicting provision of this Agreement.
22. **Entire Agreement.** This Agreement contains the whole agreement between the City and the Consultant pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions between the parties and there are no representations, warranties, covenants, conditions or other terms other than expressly contained in this Agreement.
23. **Counterpart.** This Agreement may be executed in counterparts and delivered by electronic means, and all of the counterparts when put together shall constitute one and the same instrument.
24. **Rights and powers of the City.** Except as expressly set out in this Agreement, nothing in this Agreement shall prejudice or affect the rights and powers of the City in the exercise of its powers, duties or functions under the Community Charter or the Local Government Act or any of its bylaws, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered to the Contractor.

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GENERAL SUPPLY AGREEMENT

SCHEDULE A – SERVICES

Details of Scope of Work

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*** If a letter, proposal, specification or other document that identifies or describes the scope of the Services is attached hereto or is referenced in this Schedule A, it is only those portions of the letter, proposal, specification or other document that identify or describe the scope of the Services that shall be incorporated into and form part of this Agreement.**

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SCHEDULE B – FEES AND EXPENSES FOR SERVICES

1. FEES:

Check applicable payment option(s) set forth in (a), (b) and/or (c) below and provide the required information. Indicate rates/fees, excluding value added taxes.

(a) **Daily Rate:**

The Consultant shall be entitled to fees a rate of \$ [Insert] per day (based on a [Insert] hour day) for those days during the Term of this Agreement when the Consultant provides the Services. If the Consultant provides the Services for less than the required hours on any day, its fees for that day will be reduced proportionally.

Click here to enter additional details for the daily rate, if any

(b) **Hourly Rate:**

The Consultant shall be entitled to fees a rate of \$ [Insert] per hour for those hours during the Term of this Agreement during which the Consultant provides the Services.

Click here to enter additional details for the hourly rates, if any

(c) **Flat Fee:**

The Consultant shall be entitled to a flat fee of \$ [Insert] for performing the Services during the Term of this Agreement.

Click here to enter additional details for the flat fee, if any

2. EXPENSES:

The City shall reimburse the Consultant for the direct cost, without markup, of its reasonable expenses related to the following:

- (a) Fees paid on behalf of the City, which are approved by the City in writing before being paid by the Consultant;
- (b) Mileage at a rate of \$ per kilometer, provided that the Consultant receives prior written approval from the City for the reimbursement of mileage. The Consultant shall not be entitled to reimbursement for mileage with respect to travel within the geographic area of Metro Vancouver and Fraser Valley region;
- (c) External copying and reproduction of drawings and documents;
- (d) Courier charges; and
- (e) Any other permitted expense, if applicable.

The City shall not be required to reimburse the Consultant for expenses not supported by itemized receipts.

The Consultant may be asked to provide the City with an estimate of all reimbursable expenses it expects to incur in providing the Services. Where an estimate of reimbursable expense is provided by the Consultant to the City, such estimate shall not be exceeded without the prior written approval of the City.

3. MAXIMUM AMOUNT PAYABLE:

Check if applicable and provide the required amount, excluding value added taxes.

Maximum Amount: \$ [Insert] is the maximum aggregate amount of fees and expenses that the City is required to pay to the Consultant under sections 1 and 2 of this Schedule B. This amount represents the maximum total payment, compensation and reimbursement to which the Consultant is be entitled under this Agreement and the City is not liable or responsible to the Consultant for payment of any kind in excess of this aggregate amount for any reason whatsoever.

Click here to enter additional details for the maximum amount, if any

4. STATEMENTS OF ACCOUNT:

In order to obtain payment for fees or expenses under this Agreement, the Consultant must deliver to the City written statements of account in a form satisfactory to the City containing:

- (a) the Consultant's legal name and address;
- (b) reference to the project name, the contract number set forth in this Agreement, the purchase order number and an account number for identification;
- (c) the date of the statement of account and the month or period to which the statement of account pertains;
- (d) the Consultant's calculation of all fees claimed, a description of the applicable payment option and a declaration by the Consultant that the fees are "all days worked during the month" or "all hours worked during the month", as applicable, for which the Consultant claims; and
- (e) a chronological listing, in reasonable detail, of any expenses claimed by the Consultant with supporting itemized receipts attached.

All prices, fees, costs, charges and expenses associated with this Agreement shall be in Canadian funds, exclusive of tax and without any mark-up, overhead or additional charges applied.

Electronic invoices should be emailed to the Accounts Payable Department at accountspayable@portcoquitlam.ca, and carbon copied to the contact person for the City as named on the cover page of this General Supply Agreement in the top left section.

All billing account inquiries to be directed to the Accounts Payable Department at accountspayable@portcoquitlam.ca

SCHEDULE C – INSURANCE, BUSINESS LICENSE AND SAFETY

INSURANCE REQUIREMENTS:

1. The **Consultant** shall provide, maintain and pay for the following insurance which shall be placed with such company or companies and in such form and amounts and with such deductibles as may be acceptable to the City:
 - (a) **Commercial General Liability Insurance** protecting the City, the Consultant, its sub-consultant(s) and their respective servant(s), agent(s), or employee(s) against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations of the Consultant, their sub-consultant(s) and their respective servant(s), agent(s), or employee(s) under this Agreement. Such insurance shall be for an adequate amount acceptable to the City and shall, in any event, **not be less than Three Million Dollars (\$3,000,000.00) inclusive of any one occurrence, AND shall include;**
 - (i) **the City as an additional insured;**
 - (ii) **a standard form of cross-liability clause; and**
 - (iii) **be endorsed to provide the City with 30 days advance written notice of cancellation or material change**

Such policy(s) of insurance shall, without limitation, cover all liability arising out of **completed operations, non-owned automobile liability, contingent employer's liability and liability assumed by the Consultant in connection with and applicable to this Agreement.**
 - (b) **Professional Errors and Omissions Liability Insurance** protecting the Consultant, their sub-consultant(s) and their respective servant(s), agent(s) or employee(s) against any loss or damages arising out of the professional services rendered by the Consultant, their sub-consultant(s), and their respective servant(s), agent(s) or employee(s) under this Agreement. Such insurance shall be for an adequate amount acceptable to the City, and shall in any event, **not be less than One Million Dollars (\$1,000,000.00) inclusive of any one claim.**
 - (c) **Automobile Liability Insurance** on all licensed vehicles owned by or leased to the Consultant, protecting against damages arising from bodily injury (including death) and from claims for property damage arising out of their use in the operations of the Consultant, their sub-consultant(s) and their respective servant(s), agent(s) or employee(s) under this Agreement. Such insurance shall be for an adequate amount acceptable to the City, and shall in any event, **not be less than Five Million Dollars (5,000,000.00) inclusive of any one claim.**
 - (d) **Workers' Compensation Insurance** or coverage in full compliance with all laws of the jurisdiction in which the Services are performed.
 - (e) **City of Port Coquitlam or a Tri-cities Business license**

SAFETY:

1. The Consultant shall be responsible for the activities of its employees, agents, servants, sub-consultants and all other persons engaged to perform some or all of the Services.
2. The Consultant shall ensure that all of its employees, agents, servants, sub-consultants and all other persons engaged to perform some or all of the Services who may reasonably be expected to have unsupervised access to children and or vulnerable persons during their performance of the Services (an "Individual") undergo a criminal record check in accordance with the *Criminal Records Review Act*, RSBC 1996, c. 86 and all regulations and amendments thereto (the "Act").
 - (a) The Consultant shall not cause or permit any Individual to perform any Services if:
 - i. the Individual has not submitted a signed criminal record check authorization and the prescribed fee, if any, authorizing a criminal record check with respect to the Individual;
 - ii. the Consultant has been notified under the Act that the Individual has a conviction or outstanding charge relating to a relevant offence or specified offence and has been referred for a determination as to whether the conviction or outstanding charge indicates that the Individual presents a risk of physical or sexual abuse to children and or vulnerable persons; or
 - iii. the Consultant has been notified under the Act that the Individual has a conviction or outstanding charge relating to a relevant offence or specified offence and a determination has been made that the Individual presents a risk of physical or sexual abuse to children and or vulnerable persons.
 - (b) If the Consultant receives notice under the Act regarding the matters set forth in subsections 3 (b) or (c) above, it shall immediately notify the City of such notice.

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3. The Consultant shall ensure that all of its employees, agents, servants and sub-consultants carry identification with them when working on or at City premises or any other City site, which identification shall be made available for inspection if requested by an employee, agent or representative of the City.

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