

CONTRACT FOR SERVICE

Dated this ____ day of _____, 2022

BETWEEN:

District of Hope

Box 609
Hope, B.C.
VOX 1L0

(the "District")

AND

(the "Contractor")

WHEREAS:

1. The District issued a request for proposal (RFP #PW2021-05) for the provision of a Modular Operations Building, attached hereto as Appendix "A" (the Services).
2. The Contractor submitted a proposal to provide the goods and services attached hereto as Appendix "B" (the Proposal).

NOW THEREFORE in consideration of the promises, covenants, and other valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

A. SERVICES

- A1. The Contractor will provide to the District, the Services described in Appendix "B" which Appendix is incorporated into, and forms part of, this Agreement.
- A2. The Contractor will provide the Services in accordance with the professional standards observed by the industry providing similar services, having regard to District the Services to be provided.

A3. Without limiting the generality of Section A2, the Contractor covenants and agrees that:

- the Services must be complete by _____, 2022

B. TERM OF AGREEMENT

B1. This Agreement shall commence on _____, 2022 and shall expire on _____, 2022 unless terminated earlier in accordance with this Agreement (the "Term").

C. PAYMENT

C1. The District shall pay to the Contractor, a fee for the Services (the "Services Fee") in the amount and manner set out in Appendix "B".

D. RECORDS, REPORTS AND PLANS

D1. In connection with the provision of the Services specified under this Agreement, the Contractor will maintain records on accounting (purchases, payments, invoices, contracts and operating costs including maintenance and staffing costs), and expenditures, to the satisfaction of the District and in accordance with generally accepted accounting principles (GAAP).

D2. The Contractor will permit the District to inspect the records in Section D1 at all reasonable times and provide a copy of such records to the District upon request.

D3. The Contractor will submit to the District at the beginning of the job, a work plan that will include a work schedule.

E. INSURANCE AND INDEMNITY

E1. The Contractor will obtain and maintain, throughout the Term and any renewal thereof comprehensive general liability insurance for the Services to the satisfaction of the District with a minimum of \$5,000,000 coverage and co-names the District as an additional insured. A copy of each insurance policy confirming coverage will be submitted to the District for approval by the Director of Finance.

- E2. The Contractor shall indemnify and hold harmless the District, its officers, elected officials, employees and agents and their respective successors and assigns, from and against any and all claims, demands, liabilities, losses, expenses, costs, obligations, recoveries or damages of any nature whatsoever, including without limiting the generality of the foregoing, court costs and legal fees, arising out of or resulting from or relating to the Contractor's provision of the Services, any breach by the Contractor of any of its obligations under this Agreement or by any acts or omissions of the Contractor. This indemnification obligation survives any termination of this Agreement.
- E3. The Contractor shall be responsible for submitting all statutory payments to the appropriate authority, including without limitation, Employment Insurance, Canada Pension, Revenue Canada, Worker's Compensation and, shall indemnify the District against any and all withholding taxes or payments relating to the provision of the Services under this Agreement.

F. EQUIPMENT MACHINERY AND MATERIALS

- F1. The Contractor shall be solely responsible for all equipment, machinery and materials necessary for providing the Services.

G. OPERATING COSTS

- G1. The Contractor shall be solely responsible for any and all remuneration and benefits payable to the Contractor's employees, and all payments or deductions required to be made by any enactment, including, but limited to, those required for Canada Pension Plan, employment insurance, workers compensation or income tax.

H. TERMINATION

- H1. If the Contractor fails to perform or observe any of its obligations under this Agreement and such failure is not remedied within 30 days after delivery of written notice by the District to the Contractor specifying such default then the District may at its option, terminate this Agreement and the Term then becomes immediately forfeited and void.

I. INDEPENDENT CONTRACTOR

I1. The District and the Contractor acknowledge that this Agreement is not intended and does not create an agreement of employment or agency between the District and the Contractor and that neither the District nor the Contractor will act or commit any act in any manner by which it would purport or bind the other to an employment obligation.

J. ASSIGNMENT AND SUB-CONTRACTING

J1. The Contractor will not, without the prior written consent of the District, assign, directly or indirectly, this Agreement or any right of the Contractor under this Agreement or sub-contract any obligation of the Contractor under this Agreement.

K. NON-WAIVER

K1. No provision of this Agreement and no breach by the Contractor of any such provision will be deemed to have been waived unless such waiver is in writing by the District.

K2. The written waiver by the District of any breach of any provision of this Agreement by the Contractor does not authorize subsequent breaches of the same or any other provision of this Agreement.

L. NOTICES

L1. Any notice, payment, or any or all of the material that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the Addressee, if delivered personally on the date of such a personal delivery or, if mailed, on the third business day after the mailing of the same in British Columbia by prepaid post addressed, if to the District:

District of Hope

Box 609

Hope, B.C.

V0X 1L0

And, if to the Contractor:

M. MISCELLANEOUS

- M1. The Appendices attached to this Agreement form an integral part of this Agreement and the parties shall comply with any additional terms and conditions contained in the Appendices. In the event of any conflict between the terms of the Appendices and the terms set out in the rest of this Agreement, the terms of the Appendices will govern.
- M2. This Agreement will be construed in accordance with the laws of the Province of British Columbia.
- M3. This Agreement will be binding upon and will enure to the benefit of the parties hereto and their respective successors, administrators, heirs and permitted assigns.
- M4. This Agreement contains the entire Agreement between the District and the Contractor and supersedes all prior oral and written agreements between same.
- M5. This Agreement shall not be modified or renewed except by an instrument in writing executed by the parties.
- M6. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- M7. Wherever the singular or masculine has been used in this Agreement, it shall be considered as if the plural or feminine has been used where the content on the party or parties hereto so required.
- M8. If both parties are agreeable to changes in this Agreement, the changes will be in writing and signed by both parties.
- M9. Commencing on the effective date of this contract, and until such time as the Contractor has achieved completion of the work, the Contractor shall

be the Prime Contractor as defined in the Worker's Compensation Act, and accordingly shall comply will the resulting requirements and obligations, including the coordination of the health and safety activities of all employers at the place of work.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective the day and year first written above.

THE DISTRICT OF HOPE

By its authorized signatories:

Date: _____

Date: _____

By its authorized signatories:

Date: _____

Date: _____

APPENDIX "A"

REQUEST FOR PROPOSAL

APPENDIX "B"

CONTRACTOR'S PROPOSAL