

Bowen Island Municipality

Purchasing Policy

Policy approved: November 14, 2005

Policy #02-05

Section 1 – PURPOSE OF POLICY

Define the terms of Council's delegation of authority to purchase goods and services on behalf of the Municipality.

1. Communicate the duty of care expected of Managers and Authorized Staff and the statutory implications and legal responsibilities that are associated with this delegation of authority.
2. Establish procedures for making expenditures for an emergency that was not contemplated in the Municipality's Financial Plan (Reference S. 173 (3) and (4) of the Act)

Section 2 – DEFINITIONS

In this Policy

- a. "Act" means the "*Community Charter*";
- b. "Authorized Staff" means those employees granted administrative purchasing authority under Section 4 - EXPENDITURE APPROVAL CRITERIA of this policy;
- c. "Council" means the elected Council of the Municipality;
- d. "Financial Plan" means the current Five Year Financial Plan adopted by Council as required by Section 165 of the Act
- e. "Municipality " means the Bowen Island Municipality, a municipality incorporated under the *Local Government Act*;
- f. "Manager" means those employees listed in Schedule A of Bowen Island Municipality Delegation of Purchasing Authority Bylaw 164, 2005 and amendments thereto
- g. "Purchase Order" means the form and associated procedures established by the Director of Finance
- h. "Discretionary Threshold" means the monetary threshold identified in Table 1 of this policy.

Section 3 – OBJECTIVES

1. To conduct Municipal business in general accordance with Bowen Island Municipality's Mission Statement, efficiently, effectively and economically when authorizing:
 - a. expenditures that are included in the Municipality's Financial Plan in accordance with the Act;
 - b. expenditures that are within the monetary thresholds established by Council.
2. To ensure that Managers and Authorized Staff understand their role and responsibilities with respect to timely, accurate and complete processing of documentation of all contracts and transactions through compliance with the internal controls established by the Director of Finance.
3. To ensure that the authorization of expenditures is exercised prudently by:
 - a. endeavoring to meet the aims and objective of the Bowen Island Municipality's Mission Statement
 - b. endeavoring to obtain the best value for specified goods and services;
 - c. authorizing only those expenditures that are necessary to achieve the program and service levels established within the Financial Plan.

Section 4 - EXPENDITURE APPROVAL CRITERIA

1. Managers are responsible and accountable for the administration of the Financial Plan sections within their control.
2. Managers are obligated to ensure that all purchasing activity within their area of control is conducted in compliance with this Purchasing Policy, the Act and all other relevant statutes and enactments.
3. Managers are responsible to ensure that the monetary thresholds established in the Delegation of Purchasing Authority Bylaw are not exceeded.
4. Managers may authorize employees under their direct supervision to undertake specific types of purchases up to a maximum monetary limit of \$5,000. This authorization must be in writing and must specify the types of expenditures being authorized. Managers retain overall responsibility for their respective budget areas and this permitted administrative authorization is not in any way to be construed as a sub-delegation of the authority delegated by Council.

5. For clarity and administrative efficiency the following expenditures are exempt from the monetary approval thresholds established in the bylaw Delegating purchasing authority and Section 10 – Method and Form of Purchase:
 - Payroll
 - Insurance - Liability and Property
 - Statutory remittances such as EI and pensions and tax flow through
 - Benefit Premiums
 - Debt principal and Interest
 - Community Grants (approved by Council)
 - Periodic contract payments (contracts approved by Council)
 - *Other Taxing Authorities payments*
 - *Deposit refunds*

6. The sections following identify the criteria to be used when making purchases and are intended to assist Managers and Authorized Staff to make expenditure approval decisions.

Section 5 - LEGAL CONSIDERATIONS

1. All expenditures must be legal. Expenditures may only be approved for a purpose contemplated by Council in the Financial Plan and must not contravene a provision of the Act or any other relevant statute and enactment. Before approval of an expenditure is granted the following conditions must exist:
 - a. the proposed expenditure is provided for in the Financial Plan; and
 - b. sufficient funding is available in the current year of the Financial Plan to cover the expenditure.
2. If the conditions described above do not exist, approval may not be granted without consultation with and approval of the Director of Finance.
3. Line item financial plan estimates may be under or over expended within different accounts of a program and program modifications may be needed to accommodate unexpected events or opportunities. The Director of Finance will advise Managers regarding the best course of action in order to ensure that
 - a. The necessary works and services are acquired;
 - b. Council is informed of significant changes to a program that may be recommended as a result of new information;
 - c. Financial Plan amendments are initiated when necessary;
 - d. The accuracy of historical account data is preserved for future financial plan development and financial reporting

Section 6 - ECONOMIC CONSIDERATIONS

1. The objective of conducting Municipal business in an economic manner requires that the best value for specified goods and services be obtained. The following issues should be satisfied before granting approval for an expenditure:
 - a. Sufficient effort has been made to ensure that the best value has been obtained for the desired quality of goods or services to be acquired, given the level of expenditure involved;
 - b. Documentation exists to demonstrate that the appropriate purchase method has been observed;

Section 7 - SELECTION OF SUPPLIERS & CONTRACTORS

1. Generally, all required goods and services will be purchased from the lowest bidder unless it is determined that for reasons such as service, quality or supply availability it is unwise to purchase from the low bidder.
2. Suppliers and contractors will be selected that demonstrate the level of flexibility required and a commitment to competitiveness in product development and technical improvements. They must maintain ethical business practices and a good record of adhering to specifications and deliverables to provide the quality of service desired by the Municipality.
3. All purchases of goods, services and construction where the procurement value is in excess of the amounts set out in Annex 502.4 to the Agreement on Internal Trade (AIT) shall be conducted in accordance with the terms and conditions of the AIT.
4. Where the procurement value of goods, services and construction is below the amounts set out in the AIT, the Municipality recognizes that purchasing locally can provide an overall benefit to the Municipality. Therefore, in those instances where the AIT does not apply, providing all other criteria is sufficient, preference will be given in the following order:
 - a. firstly to businesses located within the Municipality;
 - b. second to businesses located within the Province of British Columbia;
 - c. third to businesses located in Canada;
 - d. lastly to any other businesses.
5. Where the purchase is expected to be within the discretionary threshold, it is expected that the decision criteria may be weighted more heavily on efficiency (and convenience) than on price. Managers and Authorized Staff are none the less encouraged to practice local preference whenever possible.

Section 7 - SELECTION OF SUPPLIERS & CONTRACTORS (Cont'd)

6. Where the purchase is expected to be above the discretionary threshold and below the amounts set out in the AIT, Managers and Authorized Staff are expected to include local suppliers when Invitations for Quotations, Requests for Proposals and Invitations to Tender (non public) are solicited.
7. Where a purchase is over the discretionary threshold and the Manager is recommending that the purchase be made from other than the lowest bidder or against the method of purchase prescribed in Table 1, then Managers or Authorized Staff responsible shall obtain the approval of the Director of Finance.
8. Where the purchase is over the discretionary threshold and the variance between the lowest bid and the next lowest bid is greater than 20%, Managers or Authorized Staff responsible shall inform the Director of Finance and obtain approval before awarding the contract to supply to the lowest bidder.

Section 8 - INTERNAL CONTROL CONSIDERATIONS

Compliance with internal controls includes adherence to all of the requirements of the Municipality's Purchasing Policy, the Act, other relevant statutory requirements and procedures (including documentation requirements) established by the Director of Finance.

Section 9 - EMERGENCY PURCHASE AUTHORIZATION

1. When an emergency that was not contemplated in the current year of the Municipality's Financial Plan arises, which requires immediate action for the preservation of Municipal property, or the protection and convenience of the public, the Mayor and the Director of Finance or the Mayor and the Chief Administrative Officer may jointly authorize expenditures up to a value of \$100,000 to correct the emergency.
2. The Mayor and the Director of Finance or the Mayor and the Chief Administrative Officer may authorize expenditures for emergencies exceeding \$100,000 after majority consent is received by means of a telephone or e-mail poll of the members of Council.
3. The Mayor and the Director of Finance or the Mayor and the Chief Administrative Officer will sign Purchase Orders issued in respect to the emergency.

The Director of Finance will report the nature of the emergency and the amounts expended to the next regular meeting of Council.

Section 10 - METHOD AND FORM OF PURCHASE

1. The methods and forms of purchase set out in Table 1 are established to provide:
 - a. an effective method of communicating and documenting the terms and conditions associated with the procurement of goods and services between the department making the purchase, vendor and finance department;
 - b. accurate accounting of expenditures;
 - c. efficient and timely payment of invoices through use of documents that provide evidence of the conditions of purchase, approval of expenditures and acknowledgement of receipt of goods and services contracted.
2. The methods and forms of purchase are to be observed within the monetary thresholds set out in Table 1 when making purchases on behalf of the Municipality.
3. Managers are required to ensure that:
 - a. Methods of Purchase such as Purchase Orders are used appropriately;
 - b. the Director of Finance is informed in writing of all Staff granted administrative authorization to purchase on their behalf; and any changes to administrative authorization granted to departmental employees;
 - c. Staff granted administrative authorization are trained with respect to the Purchasing Policy objectives and procedures.

TABLE 1		
	Method and Form of Purchase	Value of Transaction
1.	Discretionary Threshold Best price effort to extent deemed appropriate Purchase Order or Credit/Purchase card.	Up to \$ 2,000
2.	Best Price Effort –documented Purchase Order	\$2,001 to 5,000
3.	Written Request for Quotations (RFQ) or Request for Proposal (RFP) (Min. of three to be solicited) *See Exception re: Professional/Consulting Services) Purchase Order, with quotation documentation	\$5,001 to \$ 50,000
4.	Public Invitation to Tender or RFP – (may be non-public –if offered to a minimum of four qualified suppliers) Council Approval of award required	Over 50,000

	Purchase Order – signed by the Director of Finance when presented together with Council resolution and copies of any applicable contracts etc.	
5.	<p>National Public Invitation to Tender or Request for Proposals with no local preference or discrimination (Monetary Thresholds conform to AIT)</p> <p>Council Approval of award required</p> <p>Purchase Order – signed by the Director of Finance when presented together with Council resolution and copies of any applicable contracts etc.</p>	<p>Goods or Services valued at \$100,000 or greater</p> <p>or</p> <p>Construction valued at \$250,000 or greater</p>

Best Price Effort

The best price for specified goods and services is to be achieved through such efforts as obtaining quotations or performing catalogue or advertisement comparisons. The method and extent of such comparisons will be at a Manager's discretion.

Written Requests for Quotations RFQ

1. When required, written quotations are to be obtained from not less than three vendors.
2. Requests for quotations are to be based on specifications that do not restrict competitive price quotations. The award of contract is to be made on the basis of the best value offered for the specified goods or services. If a favorable price quotation is submitted by a vendor that offers features that either add or limit the conditions under which the price is valid then all other respondents will be given the opportunity submit another bid under the revised conditions before accepting the altered specifications or conditions.
3. Requests for quotations may be issued to selected vendors who are known to be able to provide the quality of goods or services required. The potential respondents will be provided with a request for quotation which will include the following:
 - a. quantity and description of the goods and or services to be purchased including, where applicable, the product or service specifications;
 - b. date by which the Municipality requires the goods or services;
 - c. stipulation that all quotations must show applicable taxes and freight charges separately from the price quoted for the goods or services.
 - d. period of time after the receipt of quotations before the contract is expected to be awarded;
 - e. general terms and conditions that may apply to the goods or services supplied by the successful respondent;
 - f. the date and time at which price quotations will no longer be accepted for

consideration;

- g. a disclaimer stating that “the lowest or any quotation will not necessarily be accepted”.

REQUEST FOR PROPOSALS (RFP):

1. Requests for Proposals will be used when selecting professional design or consulting services such as legal, audit and engineering services. An RFP will typically only be used where the estimated value of the services will be in excess of \$10,000.
2. An RFP is a competitive bidding process generally used to secure services or performance driven contracts but may be advantageous in limited circumstances for the acquisition of goods or materials. When a public offering is not required, Managers will offer the Request for Proposals to a minimum of three appropriate professionals chosen by the Manager.
3. An RFP describes the project to be undertaken, the intended results, and the criteria for choosing the successful bidder; it seeks the creative input of the marketplace. An RFP asks the respondent to address the issue of how to achieve the desired results.
4. Security and/or bonding requirements to be determined on the basis of each individual RFP.
5. The successful respondent is chosen based on criteria such as proven expertise in the specific areas required, qualifications and experience of staff, reference checks, compliance with Request for Proposal document, financial stability and costs.

*** *Exception to the method of purchase described in Table 1:***

*When **professional** or **consulting** services are required and expected to cost less than \$10,000, Managers are authorized to make a selection without submitting it to the competitive process of the RFP.*

INVITATIONS TO TENDER (Non-Public)

1. An Invitation to tender is a formal document that sets out specific objectives to successfully complete a project or to purchase goods or services at a competitive price. The terms and conditions are established and controlled by the purchaser.
2. A written invitation to tender must be submitted to not less than four suppliers.
3. The tender document must include all relevant conditions and specifications for the goods or services required. A disclaimer stating “the lowest or any bid is not necessarily accepted” must be included in the tender document.
4. Security and/or bonding requirements to be determined on the basis of each individual Invitation to Tender.
5. Tender documents will be available to all potential suppliers who can meet all the

conditions and specifications identified in the tender document.

6. Sealed tenders will be received from bidders at the location specified in the tender document and will be stamped as to time and date of receipt and maintained in their sealed condition until the tender opening.
7. A Manager will convene a tender opening process to evaluate the tender submissions and determine the successful bidder. The contract will be awarded to the vendor submitting the lowest bid and that meets all the terms and conditions set out in the tender document. If a bid offers features that either adds or limits the terms and conditions of supply as specified in the tender document then the bid should be rejected.

PUBLIC INVITATIONS TO TENDER

1. Requires that a formal written tender document be prepared which includes all relevant conditions and specifications for the goods or services required. A disclaimer stating “the lowest or any bid is not necessarily accepted” must be included in the tender document.
2. The tender will be advertised and tender documents will be available to all potential suppliers for a non-refundable fee.
3. Security and/or bonding requirements to be determined on the basis of each individual Public Invitation to Tender.
4. Sealed tenders will be received from bidders at the location and up to the time specified in the tender document. Tendered bids must be presented for submission sealed and be stamped as to time and date of receipt and maintained in a sealed condition.
5. The responsible Manager will convene a formal tender opening on the closing date of the tender which may be attended by interested parties and must include at least two witnesses. The responsible Manager will undertake an evaluation of the bids and prepare a tender award recommendation report for Council’s consideration. The recommendation for the contract award is to be given to the vendor submitting the lowest bid and that meets all the terms and conditions set out in the tender document. If a bid offers features that either add to or limits the terms and conditions of supply as specified in the tender document then the bid should be rejected.

The Director of Finance will sign a purchase order after the tender award has been approved by Council resolution. The purchase order is to be prepared by the Manager initiating the purchase and presented with all relevant documentation including the council resolution and contracts or agreements that are executed on behalf of the Municipality by the Mayor and Clerk.

NATIONAL PUBLIC INVITATIONS TO TENDER

1. Refer to items 1. to 5. under “**PUBLIC INVITATIONS TO TENDER**”
2. In addition, no terms or conditions that limit the acceptance of a supplier on the basis of geographic location may be included in the specifications.
3. The tender will be advertised by public posting through *B.C. Bid*.

Policy Annexes:

Attached to and forming parts of this policy are the following forms:

- 1) [Works Agreement \(Annex A\)](#)
- 2) [Recreation Services Agreement \(Annex B\)](#)
- 3) [Instructor Agreement \(Annex C\)](#)

BOWEN ISLAND MUNICIPALITY

Purchasing Policy

Annex "A"

WORKS AGREEMENT

THIS AGREEMENT dated for reference _____, 20__ is
BETWEEN:

BOWEN ISLAND MUNICIPALITY, a municipal corporation duly incorporated under the laws of British Columbia and having an address at 981 Artisan Lane , Box 279, Bowen Island, BC, V0N 1G0 ("Municipality")

AND:

Contractor's full name, having an address at **Contractor's address** ("Contractor")

GIVEN THAT the Municipality wishes to engage the Contractor to provide those works and services described in this Agreement and the Contractor wishes to provide such works and services to the Municipality in accordance with the terms and conditions of this agreement;

This Agreement is evidence that in consideration of payment of \$1.00 by the Municipality to the Contractor (the receipt and sufficiency the Contractor acknowledges) and in consideration of the promises exchanged below, the Municipality and the Contractor agree with each other as follows:

Works To Be Provided By the Contractor - The Contractor shall perform all works and services and provide all labour, materials and equipment necessary to complete the works and services as set out in schedule 'A' to this Agreement (the "Works").

Completion Date - The Contractor shall commence the Work no later than _____, 200____, and shall attain total and satisfactory completion of the Work, as determined by the Municipality acting reasonably ("Completion"), no later than _____, 200____ ("Completion Date").

Payment - The Municipality shall pay to the Contractor, in full payment and reimbursement for completion of the Work, the amount of \$_____, including all taxes, by payment in full within fifteen (15) days of Completion, and the Contractor shall accept this amount as full payment and reimbursement for the Work (the "Contract Price"). The Municipality shall withhold from the Contract Price all withholdings required or permitted by law, including without limitation pursuant to the *Builders Lien Act*.

The Contract Price shall not be increased or decreased because of any increase or decrease in the cost of the Work to the Contractor brought about by an increase or decrease in the cost of equipment, services, labour or materials, or any other reason or cause whatsoever that may occur after the execution date of this Agreement.

Liens - The Contractor at its expense shall settle, payout and discharge any and all builder's liens and claims of builder's liens arising out of the Work, forthwith after being served with written notice to do so by the Municipality, and if the Contractor fails to do so the Municipality may do so, and may hold back from the Contract Price all costs and other amounts incurred by the Municipality in so doing.

Contractor's Warranties - The Contractor warrants that it shall use only new materials in performance of the Work and shall perform the Work applying generally accepted best standards and practices in the British Columbia construction industry for work such as the Work and in accordance with all applicable laws, including with respect to workplace safety and health.

Defects and Deficiencies – The Municipality may hold back from the Contract Price an amount equivalent to _____% of the Contract Price to hold as security for deficiencies in accordance with this section (the “Security”). The Contractor shall correct, at its own expense, any defects or deficiencies in the Work appearing within a period of one year from the Completion Date. The Contractor shall correct all defects and deficiencies within fifteen (15) days of receiving written notice from the Municipality to do so. If the Contractor fails to correct all defects and deficiencies in accordance with a notice under this section, the Municipality may undertake the work on the Contractor’s behalf and deduct all costs from the Security. At the end of the one year, the Municipality shall return the balance of the Security, if any, without interest. To the extent the Municipality incurs costs exceeding the amount of the Security, such excess amounts shall be a debt due and owing by the Contractor to the Municipality, payable in full on demand.

Contractor's Obligations - The Contractor shall clean up, on a daily basis, all waste brought onto the Work site or created on the Work site and dispose of it lawfully off the Work site.

The Contractor shall at all times cause a minimum of obstruction during the Work, and shall place and maintain such warning signs, barricades, lights or flares on or near the Work site as are necessary to give warning to and ensure the safety of the public at all times.

The Contractor shall employ a supervisor satisfactory to the Municipality who shall be on the Work site at all times while the Work is being performed.

Independent Contractor - This is an Agreement for the performance of work and the Contractor is engaged under this Agreement as an independent contractor for the sole purpose of performing the Work. Neither the Contractor nor any of his employees or contractors are engaged by the Municipality as an employee of the Municipality. The Contractor is solely responsible for any and all remuneration and benefits payable to its employees and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, unemployment insurance, workers compensation, or income tax. This Agreement does not create a joint venture or partnership.

Assignment and Subcontracting - The Contractor shall not, without the prior written consent of the Municipality, assign or subcontract, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement.

Termination or Suspension

The Municipality may, for any reason and at any time, by giving notice to the Contractor, terminate or suspend the Work with respect to all or any part of the Work not completed. The Municipality shall reimburse the Contractor for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the Work.

Payment and reimbursement under this section shall be made only to the extent that it is established to the satisfaction of the Municipality that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the Work or the part of the Work so terminated, and shall in no circumstances exceed the Contract Price.

The Contractor shall have no claims for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Municipality under this section except as expressly provided in this Agreement.

Termination Upon Default by Contractor

The Municipality may, by notice to the Contractor, terminate the whole or any part of the Work if the Contractor:

becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors; or

fails to perform any of the Contractor's obligations under the Agreement, or, in the Municipality's view, so fails to make progress as to endanger performance of the Agreement in accordance with its terms, including regarding attaining Completion on or before the Completion Date.

In the event that the Municipality terminates the Work in whole or in part under this section, the Municipality may arrange, upon such terms and conditions and in such manner as the Municipality deems appropriate, for the Work to be completed that was so terminated, and the Contractor shall be liable to the Municipality for any costs in excess of the Contract Price applicable to the Work or the finished part of it.

Upon termination of the Work under this section, the Municipality may require the Contractor to deliver and transfer title to the Municipality in the manner and to the

extent directed by the Municipality, any finished Work which has not been delivered and accepted prior to such termination and any materials or work-in-progress which the Contractor has specifically acquired or produced for the fulfilment of the Agreement. For all such finished Work delivered pursuant to such direction and accepted by the Municipality, the Municipality shall pay to the Contractor:

the cost to the Contractor of such finished Work; and

the fair and reasonable cost to the Contractor of all materials or work-in-progress delivered to the Municipality pursuant to such direction.

The Municipality may withhold from the amounts due to the Contractor such sums as the Municipality determines to be necessary to protect the Municipality against excess costs for the Completion of the Work.

The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Agreement, exceeds the Contract Price applicable to the Work or the finished part of it.

Liquidated Damages - The Contractor expressly acknowledges and agrees that it is a fundamental term of this Agreement that the Work be completed on or before the Completion Date, and that should the Contractor fail to reach Completion on or before the Completion Date, the Municipality may retain and set off up to 5% of the total Contract Price payable to the Contractor for the Work, as liquidated damages.

Circumstances Beyond the Contractors Control - The right of the Municipality under section 15 will not apply to the extent the Contractor fails to complete the Work on or before the Completion Date due to circumstances beyond the Contractor's reasonable control, including a labour strike, Acts of God or any failure by the Municipality to provide materials or access to the Work site as required under this Agreement (each, an "Event of Delay") but not including delays in materials, equipment or labour required to be provided by the Contractor. The Municipality will only consider an Event of Delay where the Contractor has notified the Municipality of such within twenty- four hours of the occurrence of the Event of Delay. The Municipality shall determine, acting reasonably, whether the event has arisen due to circumstances beyond the Contractor's reasonable control, and shall advise the Contractor of the extended Completion Date as determined by the Municipality.

Indemnity - The Contractor indemnifies and saves harmless the Municipality from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the Work, failing to perform the Work or as a result of the Work. This indemnity shall survive any termination of this Agreement and the Completion of the Work.

Insurance - The Contractor shall obtain and maintain throughout the Agreement until Completion comprehensive general liability insurance providing coverage for death, bodily injury and property loss and damage and all other losses arising out of or in connection with this Agreement in an amount of not less than \$ _____ (\$x,xxx,xxx) DOLLARS per occurrence, with a deductible if not more than \$5,000.00 per occurrence, and on terms satisfactory to the Municipality and shall name the Municipality as an additional named insured in this policy, which shall contain a waiver of cross-liability clause.

Risk - The Work shall remain at the risk of the Contractor until Completion of the Work.

Time of the Essence - Time is of the essence of this Agreement.

Severance - If any portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision that it is illegal or invalid does not affect the validity of the remainder of this Agreement.

Notice - Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement must be in writing and delivered personally or by courier or sent by fax, addressed as follows:

To the Municipality:

Bowen Island Municipality
981 Artisan Lane.
Box 279
Bowen Island, B.C. V0N 1G0
Fax Number: (604) 947-0193
Attention:

To the Contractor:

Contractor's name and address
Fax Number: (
Attention:

or to such other address or fax number of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

Interpretation and Governing Law - In this Agreement

reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this agreement;
reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
reference to a month is a reference to a calendar month; and
section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement.

This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

Binding on Successors - This Agreement enures to the benefit of and is binding upon the parties and their respective successors, subcontractors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

Entire Agreement - This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations,

warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

Waiver - Waiver of any default by either party must be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of their agreement to be bound by the above terms and conditions of this Agreement, the parties have executed this Agreement below on the dates written below.

BOWEN ISLAND MUNICIPALITY by
its authorized signatories:

Mayor

Clerk

Date executed: _____, 200____.

Approved by resolution of the Council of Bowen Island Municipality on _____
_____, --.

Signed, Sealed and Delivered in the)
presence of:)

_____))
Witness)

_____))
Address)

_____))
Occupation)

Date executed: _____, 200____.

Full name of Contractor

BOWEN ISLAND MUNICIPALITY

Purchasing Policy

Annex "A"
Schedule "A"
DETAILS OF WORK

Bowen Island Municipality

Purchasing Policy

Annex "B"

RECREATION SERVICES AGREEMENT

THIS AGREEMENT dated for reference _____, 200 is
BETWEEN:

BOWEN ISLAND MUNICIPALITY, a municipal corporation duly incorporated under the laws of British Columbia and having an address at 981 Artisan Lane., Box 279, Bowen Island, BC, V0N 1G0 ("Municipality")

AND:

[insert name of contractor and inc. no.], having an address at [insert address] ("Contractor")

GIVEN THAT the Municipality wishes to engage the Contractor to provide an instructional course as part of the Municipality's Parks and Recreation Services, and the Contractor wishes to provide such services to the Municipality in accordance with the terms and conditions of this Agreement;

This agreement is evidence that in consideration of the payments, agreements and promises exchanged below (the receipt and sufficiency the parties acknowledge) the Municipality and the Contractor agree with each other as follows:

Definitions

In this Agreement, in addition to the words defined above,

"Course" means the instructional course to be provided by the Contractor under this Agreement as described in Schedule "A";

"Fee" means the fee payable to the Contractor under section 0; and

"Services" means the acts, services and work necessary to teach and provide the Course.

Services To Be Provided

The Contractor agrees to provide the Services to the Municipality on the terms and conditions of this Agreement.

Equipment and Facilities

The Contractor shall provide the equipment, facilities and supplies set out in Schedule "B" to this Agreement. The Municipality shall provide the equipment, facilities and supplies set out in Schedule "C" to this Agreement, if any.

Registration and Rescheduling

The Municipality shall be responsible for registration of students in the Course and for providing the necessary information to students respecting the Course. Where, for reasons beyond the reasonable control of the parties, one or more sessions of the Course cannot be conducted, both parties shall use their best efforts to reschedule those sessions to another date and time acceptable to the parties.

Warranty As To Quality of Services

The Contractor represents and warrants to the Municipality that:

the Contractor and all individuals engaged by the Contractor to provide the Services have the education, training, skill, experience and resources necessary to provide the Services;

the Services will be performed in accordance with all applicable enactments and with all relevant rules, regulations and standards of any professional or industry organization or association; and

the Contractor will provide a quality of service at least equal to that which is generally expected of a Course provider in a like situation,
and the Contractor acknowledges and agrees that the Municipality has entered into this agreement relying on the representations and warranties in this section.

Payment

For the satisfactory performance of the Services the Municipality shall pay to the Contractor the fixed amount set out in Schedule "A" to this Agreement. The Fee shall include all costs and expenses of the Contractor in providing the Services including without limitation all facilities, equipment and supplies to be provided by the Contractor under this Agreement. The Fee is inclusive of Goods and Services Tax.

The Municipality shall pay the Fee to the Contractor at the times and in the manner set out in Schedule "A" to this Agreement.

Termination or Suspension at the Municipality's Discretion

Despite the rest of this Agreement, the Municipality may, in its sole discretion, by giving notice to the Contractor, terminate or suspend the Services with respect to any part of the Course not yet completed. In the event of such a termination or suspension, the Municipality shall pay to the Contractor a proportionate amount of the Fee for all Services rendered before the giving of such a notice. The Contractor is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of a termination or suspension under this Agreement.

Termination For Default

Despite the rest of this Agreement, the Municipality may terminate all, or any part of, the Services, by giving notice of termination to the Contractor, which is effective upon delivery of the notice, if:

the Contractor breaches this Agreement and the Contractor has not cured the breach, or is not diligently pursuing a cure for the breach to the satisfaction of the Municipality, in the Municipality's sole discretion, within five days after notice of the breach is given to the Contractor by the Municipality; or

the Contractor becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Contractor, or the Contractor takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the Municipality, if the Municipality terminates part or all of the Services under this section, the Municipality may arrange, upon such terms and conditions and in such manner as the Municipality considers appropriate, for performance of any part of the Services remaining to be completed, and the Contractor is liable to the Municipality for any expenses incurred by the Municipality in engaging the services of another person to perform those Services. The Municipality may set off against, and withhold from amounts due to the Contractor such amounts as the Municipality determines, acting reasonably, are necessary to compensate and reimburse the Municipality for the expenses described in this section.

Confidential Information

Except as required by law, the Contractor shall not at any time divulge or disclose any personal or confidential information, or any information that the Contractor receives in connection with this Agreement which in good faith or good conscience ought not be disclosed.

Indemnity

The Contractor indemnifies and saves harmless the Municipality from and against all claims, losses, damages, costs, expenses actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor or the Contractor's servants or agents, in performing the Services, failing to perform the Services or as a result of the Services. This indemnity shall survive any termination of this Agreement.

Insurance

The Contractor shall obtain and maintain during the provision of the Services comprehensive general liability insurance providing coverage for death, bodily injury and property loss and damage and all other losses arising out of or in

connection with this Agreement in an amount of not less than _____ (\$x,xxx,xxx) DOLLARS per occurrence, with a deductible of not more than ONE THOUSAND (\$1,000.00) DOLLARS per occurrence, and on terms satisfactory to the Municipality, and shall name the Municipality as an additional named insured in this policy, which shall contain a waiver of cross-liability clause. The Contractor shall deliver a certificate evidencing such insurance prior to the commencement of the Course and shall not alter the terms of such insurance without giving prior written notice to the Municipality.

Agreement for Services

This is an agreement for the performance of services and the Contractor is engaged under this Agreement as an independent contractor for the sole purpose of providing the Services. Except as is otherwise expressly prescribed in this Agreement, neither the Contractor nor any of its employees or contractors is engaged by the Municipality as an employee or agent of the Municipality. The Contractor is solely responsible for any and all remuneration and benefits payable to its employees and contractors, and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax. This Agreement does not create a joint venture or partnership, and the Contractor has no authority to represent or bind the Municipality in any way.

Assignment

No part of this Agreement may be assigned or subcontracted by the Contractor without the prior written consent of the Municipality, and any assignment or subcontract made without that consent constitutes a breach by the Contractor of this Agreement and is void and of no effect.

Time of the Essence

Time is of the essence of this Agreement.

Severance

If any portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision that it is illegal or invalid does not affect the validity of the remainder of this Agreement.

Notice

Any notice which may be or is required to be given under this Agreement must be in writing and delivered personally or by courier or sent by fax to the address on page 1 of this Agreement or to such other address or fax number of which notice has been given as provided in this section. Any notice is to be considered given on the next business day after it is dispatched for delivery. Any notice sent by fax is to be considered given on the day it is sent, if that day is a business day and if that

day is not a business day, it is to be considered given on the next business day after the date it is sent. All notices to the Municipality must be to the attention of _____.

Interpretation and Governing Law

In this Agreement:

reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this agreement;

the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this agreement;

reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;

reference to a month is a reference to a calendar month; and

section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement.

This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

Binding on Successors

This Agreement enures to the benefit of and is binding upon the parties and their respective successors, subcontractors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

Entire Agreement

This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

Waiver

Waiver of any default by either party must be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of their agreement to be bound by the above terms and conditions of this Agreement, the parties have executed this agreement below, on the respective dates written below.

BOWEN ISLAND MUNICIPALITY by
its authorized signatories:

Mayor

Clerk
Date executed: _____, 20__.

[NAME OF CONTRACTOR] by its
authorized signatories

Name:

Name:

Date executed: _____, 2002.

Bowen Island Municipality

Purchasing Policy

Annex "B"

FEE PAYMENT

Schedule "A"

COURSE DESCRIPTION

Name of Course:

The Course consists of _____ hour sessions, at
the following dates, times and locations:

6. The required content of the Course is as follows:

7. The Fee for the Services is \$_____.

8. The Municipality shall pay the Fee as follows:

Bowen Island Municipality

Purchasing Policy

Annex "B"

Schedule "B"

Equipment, Facilities and Supplies Provided by Contractor

Bowen Island Municipality

Purchasing Policy

Annex "B"

Schedule "C"

Equipment, Facilities and Supplies Provided by Municipality

Bowen Island Municipality

Purchasing Policy

Annex "C"

INSTRUCTOR AGREEMENT

THIS AGREEMENT dated for reference _____, 20__ is
BETWEEN:

BOWEN ISLAND MUNICIPALITY, a municipal corporation duly incorporated under the laws of British Columbia and having an address at 981 Artisan Lane., Box 279, Bowen Island, BC, V0N 1G0 ("Municipality")

AND:

("Instructor")

GIVEN THAT the Municipality wishes to engage the Instructor to teach an instructional course as part of the Municipality's Parks and Recreation Services, and the Instructor wishes to teach this Course in accordance with the terms and conditions of this Agreement;

This agreement is evidence that in consideration of the payments, agreements and promises exchanged below (the receipt and sufficiency the parties acknowledge) the Municipality and the Instructor agree with each other as follows:

Definitions

In this Agreement, in addition to the words defined above,

"Course" means the instructional course to be provided by the Instructor under this Agreement as described in Schedule "A";

"Fee" means the fee payable to the Instructor under section 0; and

"Services" means the acts, services and work necessary to teach the Course.

Services To Be Provided

The Instructor agrees to provide the Services to the Municipality on the terms and conditions of this Agreement.

Equipment and Supplies

The Instructor shall provide the equipment and supplies set out in Schedule “B” to this Agreement. The Municipality shall provide all equipment, facilities and supplies necessary for use by the Instructor and all students enrolled in the Course that are not required to be provided by the Instructor.

Registration and Rescheduling

The Municipality shall be responsible for registration of students in the Course and for providing the necessary information to students respecting the Course. Where, for reasons beyond the reasonable control of the parties, one or more sessions of the Course cannot be conducted, both parties shall use their best efforts to reschedule those sessions to another date and time acceptable to the parties.

Warranty as to Ability of Instructor

The Instructor represents and warrants to the Municipality that:

the Instructor has the education, training, skill, experience and resources necessary to provide the Services;

the Instructor will teach the Course in accordance with all applicable enactments and with all relevant rules, regulations and standards of any professional or industry organization or association; and

the Instructor will provide a quality of service at least equal to that which is generally expected of an Instructor in a like situation,

and the Instructor acknowledges and agrees that the Municipality has entered into this agreement relying on the representations and warranties in this section.

Payment

For the satisfactory performance of the Services the Municipality shall pay to the Instructor the fixed amount set out in Schedule “A” to this Agreement. The Fee shall include all costs and expenses of the Instructor in providing the Services including without limitation all equipment and supplies to be provided by the Instructor under this Agreement. The Fee is inclusive of Goods and Services Tax.

The Municipality shall pay the Fee to the Instructor at the times and in the manner set out in Schedule “A” to this Agreement.

Termination or Suspension at the Municipality’s Discretion

Despite the rest of this Agreement, the Municipality may, in its sole discretion, by giving notice to the Instructor, terminate or suspend the Services with respect to any part of the Course not yet completed. In the event of such a termination or suspension, the Municipality shall pay to the Instructor a proportionate amount of the Fee for all Services rendered before the giving of such a notice. The Instructor is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of a termination or suspension under this Agreement.

Termination For Default

Despite the rest of this Agreement, the Municipality may terminate all, or any part of, the Services, by giving notice of termination to the Instructor, which is effective upon delivery of the notice, if:

the Instructor breaches this Agreement and the Instructor has not cured the breach, or is not diligently pursuing a cure for the breach to the satisfaction of the Municipality, in the Municipality's sole discretion, within five days after notice of the breach is given to the Instructor by the Municipality; or

the Instructor becomes bankrupt or insolvent, a receiving order is made against the Instructor, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Instructor, or the Instructor takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the Municipality, if the Municipality terminates part or all of the Services under this section, the Municipality may take those steps necessary to ensure the completion of the Course by an alternate instructor and the Instructor is liable to the Municipality for any expenses in excess of the Fee incurred by the Municipality in ensuring the completion of the Course. The Municipality may set off against, and withhold from, amounts due to the Instructor such amounts as the Municipality determines, acting reasonably, are necessary to compensate and reimburse the Municipality for the expenses described in this section.

Termination by Instructor

The Instructor shall use his or her best efforts to ensure the proper conduct and completion of the Course as set out in this Agreement. If for any reason the Instructor is unable to attend a session or complete the Course, the Instructor must give immediate notice to the Municipality. [insert details on compensation]

Confidential Information

Except as required by law, the Instructor shall not at any time divulge or disclose any personal or confidential information, or any information that the Instructor receives in connection with this Agreement which in good faith or good conscience ought not be disclosed.

Agreement for Services

This is an agreement for the performance of services and the Instructor is engaged under this Agreement as an independent Instructor for the sole purpose of providing the Services. The Instructor is not engaged by the Municipality as an employee or agent of the Municipality. The Instructor is solely responsible for any and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax. This Agreement does not create a joint venture or

partnership, and the Instructor has no authority to represent or bind the Municipality in any way.

Assignment

No part of this Agreement may be assigned or subcontracted by the Instructor without the prior written consent of the Municipality, and any assignment or subcontract made without that consent constitutes a breach by the Instructor of this Agreement and is void and of no effect.

Time of the Essence

Time is of the essence of this Agreement.

Severance

If any portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision that it is illegal or invalid does not affect the validity of the remainder of this Agreement.

Notice

Any notice which may be or is required to be given under this Agreement must be in writing and delivered personally or by courier or sent by fax to the address on page 1 of this Agreement or to such other address or fax number of which notice has been given as provided in this section. Any notice is to be considered given on the next business day after it is dispatched for delivery. Any notice sent by fax is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent. All notices to the Municipality must be to the attention of _____

Interpretation and Governing Law

In this Agreement:

reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this agreement;

the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this agreement;

reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;

reference to a month is a reference to a calendar month; and

section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement.

This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

Binding on Successors

This Agreement enures to the benefit of and is binding upon the parties and their respective successors, subinstructors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

Entire Agreement

This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

Waiver

Waiver of any default by either party must be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of their agreement to be bound by the above terms and conditions of this Agreement, the parties have executed this agreement below, on the respective dates written below.

BOWEN ISLAND MUNICIPALITY by
its authorized signatories:

Mayor

Clerk

Date executed: _____, 20__.

Signed, Sealed and Delivered by this)
Instructor in the presence of:)

Name)

Name)

Address)

_____)
)
Occupation)
)
)

Date executed: _____, 20__.

Bowen Island Municipality

Purchasing Policy

Annex "C"

Schedule "A"

FEE PAYMENT

COURSE DESCRIPTION

Name of Course:

The Course consists of _____ hour sessions, at the following dates, times and locations:

9. The required content of the Course is as follows:

10. The Fee for the Services is \$_____.

11. The Municipality shall pay the Fee as follows:

Bowen Island Municipality

Purchasing Policy

Annex "C"

Schedule "B"
Equipment and Supplies Provided by Instructor