

PROFESSIONAL SERVICES AGREEMENT

BUILDING SERVICES

Contract No. 24-101

THIS AGREEMENT dated for reference the 1st day of May, 2024

BETWEEN:

THE DISTRICT OF MACKENZIE
P.O. BAG 340, 1 MACKENZIE BOULEVARD
MACKENZIE, BC V0J 2C0

(hereinafter called the "District")

AND:

PRAXIS IMPLEMENTATION SOLUTIONS LTD.
2911 KILLARNEY DRIVE
PRINCE GEORGE, BC V2K 3J5

(hereinafter called the "Consultant")

WHEREAS:

The District wishes to commission the Consultant for the provision of professional services described herein, and desires to engage the Consultant to perform said services; and the Consultant has agreed to perform the said services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the terms, covenants and conditions herein contained, the parties hereto hereby covenant and agree as follows:

1. CONSULTANT'S SERVICES TO THE CITY

- 1.1. The Consultant shall provide and be fully responsible for the following services, (hereinafter called the "Services"):

Provision of consulting services as outlined in the Consultant's proposal dated May 1, 2024, and any subsequent written clarifications, which documents shall

form part of this Agreement. In the event of conflict this Agreement shall prevail over the Consultant's accepted proposal.

- 1.2. Services are to be provided during the 6-month period from May 1, 2024 to November 30, 2024 (hereinafter called the "Term") with the option to renew, at the District's discretion.
- 1.3. The Consultant shall perform the Services with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered and in accordance with sound current professional practices.
- 1.4. The Consultant shall furnish all personnel required to perform the Services to the required level or standard, and all such personnel shall be competent, certified and qualified to perform the Services.
- 1.5. The Consultant will be considered as a representative of the District during the course of performing the Services.
- 1.6. The Consultant may engage subcontractors for the performance of certain specific tasks forming part of the Services, provided the Consultant shall administer, coordinate, and manage all services of any subcontractors; pay all fees and disbursements of all subcontractors; ensure that the services provided by any subcontractor meet the requirements of this Agreement; and remain at all times responsible to the District for the quality of the work performed by the subcontractor.
- 1.7. The Consultant shall commence the provision of the Services promptly and shall use best efforts to carry out the Services in such a manner so as to fulfill the terms of the Agreement herein.

2. BASIS OF PAYMENT TO THE CONSULTANT

- 2.1. The District shall pay to the Consultant costs associated with the supply of the Services including:
 - 2.1.1. \$6,750 per month plus GST;
 - 2.1.2. \$240 per required trip to Mackenzie, BC; and

- 2.1.3. Hourly rate of \$90 per hour for a building inspector's time spent preparing evidence or attending court to give evidence of alleged violations of the Building Bylaw or B.C. Building Code or B.C. Plumbing Code, on behalf of the District.
- 2.2. The fee in subsection 2.1.3 herein shall survive the expiration or termination of the Term of this Agreement.
- 2.3. All costs associated with the service are included above; for certainty, there is no allowance for any additional disbursements, fees or costs whatsoever.
- 2.4. The Consultant shall submit monthly invoices. Each invoice will show a breakdown of costs and where applicable the amount of GST applicable. Invoices are to be submitted to Diane Smith, Chief Administrative Officer by email at diane@districtofmackenzie.ca.
- 2.5. Unless otherwise agreed, payment will become due 30 days from the receipt of the invoice.
- 2.6. If the District does not approve of or wishes to further review, audit or otherwise seek clarification concerning an invoice submitted by the Consultant, for whatever reason, the District shall be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Consultant and by such other means as shall be necessary in the opinion of the District.

3. CHANGES TO SCOPE OF SERVICES

- 3.1. Should the Consultant consider that any request or instruction from the District constitutes a change in the scope of the work, the Consultant shall advise the District within ten days in writing.
- 3.2. If either party wishes to review or amend this Agreement, that party must provide written notice to the other party indicating that it wishes to do so.
- 3.3. In the case of an amendment to this Agreement, the fees to be paid to the Consultant provided in subsection 2.1 for all or any part of the Services shall be adjusted as agreed to by both parties in writing by way of a signed change order.

4. RELEASE AND INDEMNIFICATION

- 4.1. The Consultant hereby releases the District, its officers, employees, agents and assigns from all costs, losses, damages and disbursements including, but not limited to, those caused by personal injury, death and property damage, arising out of, suffered or experienced by the Consultant, its officers, servants, agents and subcontractors in connection with their performance of the Services under this Agreement, except to the extent such loss arises directly out of the negligence of the District or breach of this Agreement by the District.
- 4.2. The Consultant shall take all precautions reasonably necessary to ensure the safety of the Consultant's personnel and all persons employed, contracted or subcontracted by the Consultant to perform the Services.
- 4.3. The Consultant shall be responsible for any applicable WorkSafe BC assessments relating to any work under this Agreement. The Consultant shall remain in good standing with WorkSafe BC and comply with all Workers' Compensation Board legislation in the Province of British Columbia.
- 4.4. The Consultant hereby agrees to indemnify, defend and save harmless the District from and against all costs, losses and damages (including, but not limited to, any and all third party claims, damage to property, injuries and death) arising from any errors, omissions or negligent acts of the Consultant, its officers, servants, agents, and subcontractors in the performance of the Services under this Agreement.
- 4.5. The Consultant's release and indemnification provisions herein shall survive the expiration or termination of the Term of this Agreement.

5. INSURANCE

- 5.1. Both the Consultant and the District covenant to obtain and maintain, at their own expense and on terms satisfactory to each other, commercial general liability insurance for all operations required under this Agreement during the Term of the Agreement. Each party's insurance policy shall include coverage that protects the other party (hereinafter called the CGL Policy).
- 5.2. The CGL Policy must provide coverage for the liabilities and indemnities outlined in Section 4 of this Agreement, with a minimum limit of five million dollars (\$5,000,000) per occurrence. The policy shall name the alternate party as an additional insured. It must also include a waiver of subrogation in favor of the other party. Furthermore, the policy shall contain a clause that requires

the insurer to provide the other party with thirty (30) days' prior written notice before cancelling or making any changes to the policy.

5.3. If the Consultant hires a subcontractor to perform any work related to the Services, the Consultant shall cause such subcontractor to obtain and maintain all insurance referred to in this section 5 on the same terms as specified herein.

5.4. The foregoing insurance requirements shall not in any way reduce the Consultant's obligations to release and indemnify the District as outlined in Section 4 "Release and Indemnification".

6. CONFIDENTIALITY

6.1. The District is subject to the Province of British Columbia's Freedom of Information and Protection of Privacy Act. All documents, notes, instructions and correspondence shall be received and held, to the extent reasonable, in confidence by the District and the Consultant. For certainty, but without limiting the generality of the foregoing, the Consultant shall not disclose to any party, including any former or existing clients, any documents, notes, instructions or correspondence related to the Services without the express written consent of the District.

7. TERMINATION

7.1. Without prejudice to any right or remedy to which the District may be entitled, the District may, at any time and in its sole judgment, terminate this Agreement by giving fifteen (15) days' prior written notice to the Consultant. Despite such termination, the Consultant shall be entitled to the Services fee for the full Term of the Agreement provided in subsection 2.1, which must be paid by the District by the termination date.

8. NON-DISCLOSURE

8.1. The Consultant may be given access to information by or on behalf of the District in connection with the Services, including information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Consultant as part of the Services.

8.2. The Consultant agrees that it shall not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information to any person other than a person employed by the District on a need to know basis.

The Consultant undertakes to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by the District, to prevent the disclosure of or access to such information in contravention of this Agreement. The Consultant further acknowledges that any information provided to the Consultant by or on behalf of the District must be used solely for the purpose of the Agreement and must remain the property of the District.

8.3. The Consultant's non-disclosure obligations herein shall survive expiration of the Term of this Agreement.

9. CONFLICT OF INTEREST

9.1. The Consultant agrees it shall not provide any services to any person in circumstances that, in the District's sole opinion, could give rise to a conflict of interest between the Consultant's duties to that person and the Consultant's duties to the District under this Agreement.

10. OWNERSHIP OF MATERIALS AND COPYRIGHT

10.1. Any drawings, audio-visual materials, plans, models, designs, specifications, software, reports and other similar documents or products produced by the Consultant for the benefit of the District as a result of the provision of the Services (the "Material") may be used by the District in any manner that the District deems necessary.

10.2. All Materials shall be transferred and delivered by the Consultant to the District without further compensation forthwith following the expiration or sooner termination of this Agreement, provided that the District may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Consultant requesting delivery by the Consultant to the District of all or any part of the Materials in which event the Consultant shall forthwith comply with such request. Unless otherwise directed by the District, all Materials created electronically must be provided in an electronic format.

10.3. The Consultant hereby transfers ownership in and to the Materials and assigns to the District any patent or copyright in the Materials. The Consultant agrees that title to the Materials is to be considered to have been transferred, and any copyright in the Materials is to be considered to have been assigned by the Consultant to the District upon its creation. The Consultant hereby irrevocably waives, in favour of the District, the Consultant's moral rights in respect to the Materials. The Consultant shall obtain in writing, from any other

source used, all required approvals, assignments, waivers, including waivers of moral rights, releases of interest and acknowledgements necessary to transfer ownership to and patent or copyright in the Materials to the District.

- 10.4. The Consultant hereby represents and warrants that any portion of the Materials produced by the Consultant shall not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.

11. COMPLIANCE WITH LAWS AND LAW AND RESOLUTION OF DISPUTES

- 11.1. The Consultant shall comply with all applicable federal, provincial, municipal and regulatory laws, statutes, regulations, or bylaws. This Agreement and all disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it shall be governed by the laws of the Province of British Columbia.

12. JOINT AND SEVERAL

- 12.1. If this Agreement is executed by more than one person, firm or corporation, it is understood and agreed that all persons, firms or corporations executing this Agreement are jointly and severally liable under and bound by this Agreement.

13. ADDITIONAL PROVISIONS

- 13.1. The Consultant shall not in any way assign this Agreement or any right of the Consultant under this Agreement unless first receiving express written consent by the District, such consent to be at the sole discretion of the District.
- 13.2. This Agreement shall be binding upon the parties hereto and their successors and assigns.
- 13.3. This Agreement constitutes the entire agreement between the parties in respect of the subject matter hereof and shall not be modified except by subsequent agreement in writing executed by both parties. This Agreement may be executed in several counterparts, including by e-mail or facsimile, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

14. WORKERS' COMPENSATION BOARD

- 14.1. The Consultant shall comply with all WorkSafeBC Occupational Health and Safety Regulations during performance of this Agreement, and ensure compliance by its subcontractors, workers, and suppliers.
- 14.2. The Consultant shall indemnify the District and hold the District harmless from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person employed on the work by the Consultant, by its subcontractors or by any other person doing or contracting to do all or any part of the work of this Agreement or arising out of or in any way related to a failure to observe safety rules, regulations and practices of WorkSafeBC, including any penalties levied by WorkSafeBC .
- 14.3. The Consultant shall immediately report to both WorkSafeBC and the District any incident that is immediately reportable to WorkSafeBC under regulation, whether or not there is personal injury
- 14.4. Immediate reporting to the District is also required for incidents where any medical aid beyond first aid treatment is required or where WorkSafeBC issues an order of any sort.

IN WITNESS WHEREOF, the parties shall execute this Agreement with effect as of the date first set forth above.

DISTRICT OF MACKENZIE

By: _____

Name: _____

Title: _____

PRAXIS IMPLEMENTATION SOLUTIONS LTD.

By: _____

Name: _____

Title: _____