

THIS AGREEMENT made effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_  
[BLLP NOTE: Insert date Agreement is made]

**BETWEEN:**

[BLLP NOTE: PLEASE INSERT MUNICIPALITY'S NAME]  
(the "Community")

**OF THE FIRST PART**

**AND:**

\_\_\_\_\_  
(the "Contractor")

**OF THE SECOND PART**

### **INDEPENDENT CONTRACTOR AGREEMENT**

WHEREAS:

A. The Community requires the services of the Contractor as an independent contractor, in connection with the provision of the services, as set out in Schedule "A";

B. The Community and the Contractor have reached agreement with respect to the terms and conditions under which the Contractor will provide such services to the Community;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the promises, mutual terms, covenants and conditions herein, the parties hereto agree as follows:

#### **ARTICLE 1**

##### 1.1 Definitions

In this Agreement:

- (a) "Business Day" means any day other than a Saturday, Sunday or statutory holiday in the Northwest Territories;
- (b) "Community Contracts" means those contracts for services between the Community and a third party under which the Community has subcontracted all or part of its obligations thereunder to the Contractor to perform;
- (c) "Community Property" means the Work Product and all information, records or materials, regardless of form, acquired or produced under this Agreement by the Contractor, or provided by the Community for use by the Contractor;
- (d) "Event of Default" means, with respect to the Contractor, if:
  - (i) the Contractor neglects or fails to observe, perform or comply with any of its obligations or covenants pursuant to this Agreement, and:

- (A) such neglect or failure is not cured within 7 days after being required in writing to do so by the other party, or
  - (B) if such neglect or failure is not capable of being cured within 7 days as aforesaid but can be cured within a commercially reasonable period of time by a commercially reasonable effort by the Contractor, the Contractor has not commenced to cure such neglect or failure within the said 7 day period and has not continued to effectively and diligently cure such neglect or failure within such commercially reasonable period of time;
- (ii) an assignment of the Contractor's assets for the benefit of its creditors or makes a proposal to its creditors under any bankruptcy or insolvency legislation of any jurisdiction;
  - (iii) a petition in bankruptcy is filed and presented against the Contractor or a receiver, receiver and manager, custodian or similar agent is appointed or takes possession of any property or business of the Contractor;
  - (iv) the Contractor ceases or threatens to cease to carry on its business;
  - (v) an execution, sequestration, extent or other process of any court becomes enforceable against the Contractor or a distress or analogous process is levied upon the property of the Contractor; or
  - (vi) any of the representations or warranties given hereunder are found to be incorrect or untrue and, as result, have a material, adverse effect upon the provision of the Services;
- (e) "Fees" means the fees and expenses to be paid by the Community to the Contractor as set forth in Schedule "B" hereto;
  - (f) "Force Majeure" means any act of God, major storms, civil disturbance or any similar major event or occurrence not within the control of a party and which by the exercise of due diligence by such party could not have been prevented, but lack of funds on the part of such party shall be deemed not to be a Force Majeure;
  - (g) "Performance Requirements" means those certain requirements and performance levels set forth within Schedule "C" attached to this Agreement;
  - (h) "Services" means the activities associated with services as more particularly identified in Schedule "A" hereto;
  - (i) "Term" means the period commencing on the \_\_\_ day of \_\_\_\_\_, 20\_\_, and ending on the \_\_\_ day of \_\_\_\_\_, 20\_\_, subject to extension or earlier termination as set forth herein; and **[BLLP NOTE: Please fill in term]**
  - (j) "Work Product" means any and all materials, reports, documentation, and other items made, prepared or produced for the Community by or on behalf of the Contractor or any of its employees and contractors as part of the provision of the Services (whether then provided or delivered to the Community or not), including related materials, regardless of media or format.

## **ARTICLE 2**

### 2.1 Preamble and Schedules

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedules hereto are expressly incorporated into and form part of this Agreement:

Schedule "A"	-	Services
Schedule "B"	-	Fees & Expenses
Schedule "C"	-	Performance Requirements.

## **ARTICLE 3**

### 3.1 Obligations

The Contractor shall:

- (a) perform the Services faithfully, in a reasonable manner, exercising best efforts, and in accordance with and subject to the terms and conditions contained in this Agreement, including, without restriction, the Performance Requirements;
- (b) perform the Services in compliance with the Community Contracts;
- (c) where applicable, provide qualified additional staff to provide the Services;
- (d) be bound by and observe all applicable federal, provincial and municipal legislation and related regulations, as amended from time to time, and the Contractor shall cause all of its employees and approved subcontractors to be so bound;
- (e) obtain and maintain at its sole expense all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction incidental to the performance of the Contractor's obligations under this Agreement;
- (f) pay all fees and all other costs incidental to the performance of the Contractor's obligations under this Agreement (subject always to the payment of the Fees as contemplated herein);
- (g) provide all such written and verbal reports as required by the Community on the progress of the Services. The Contractor will make available such information, including data and documents, as the Community may require from time to time to allow the Community to evaluate the quality and progress of the Services; and
- (h) upon receipt of request from the Community, provide evidence of full compliance with all requirements of the Workers' Compensation Act to and including the dates of such requests, such evidence to include the Contractor and any and all subcontractors.

## **ARTICLE 4**

### 4.1 Subcontractors

The Contractor shall not engage or retain any agent, subcontractor or any other third party for purposes of providing the Services hereunder, in whole or in part, without first:

- (a) causing such agent, subcontractor or any third party to be bound by all covenants and obligations of the Contractor under this Agreement as such relate to those of the Services being provided by such persons respectively; and
- (b) obtaining the prior written consent of the Community which consent may be arbitrarily withheld.

The use of any agents, subcontractors or any other third parties by the Contractor shall in no way relieve the Contractor from its responsibility and obligation to provide the Services in accordance with the provisions of this Agreement.

Further, the Contractor shall, in providing the Services:

- (c) provide for the coordination of the activities and work of its own forces and any subcontractors;
- (d) assume overall responsibility for compliance with all applicable legislation in carrying out the Services by itself and all of its subcontractors; and
- (e) not change or terminate any of its subcontractors without obtaining the prior written consent of the Community which consent may be arbitrarily withheld.

#### 4.2 Removal of Personnel

The Contractor shall forthwith remove from the performance of the Services any employee, agent or subcontractor who is unsatisfactory to the Community, acting reasonably. Any costs or expenses associated with removal of any such employee, agent or subcontractor shall be the responsibility of the Contractor.

### **ARTICLE 5**

#### 5.1 Payment of Fees

The Community will pay the Contractor the Fees following receipt of invoice and in accordance with the payment terms set forth in Schedule "B" hereto, plus any applicable GST thereon.

### **ARTICLE 6**

#### 6.1 Taxes and Deductions

The Contractor shall be responsible to collect, remit, and pay all source deductions, Canada Pension contributions, employment insurance premiums, taxes and GST and all other required payments, contributions or deductions under all applicable laws and authorities including, but not limited to, any assessments levied pursuant to the Workers' Compensation Act (Northwest Territories) which arise or may hereafter arise with respect to the performance of the obligations of the Contractor under this Agreement and the Community shall have no liability for the same.

## **ARTICLE 7**

### 7.1 Concurrent Retainers

The Contractor may accept concurrent contracting retainers from other parties during the Term.

## **ARTICLE 8**

### 8.1 Warranties and Representations

The Contractor hereby represents and warrants with and to the Community, and acknowledges that the Community is relying upon such representations and warranties, that:

- (a) the Contractor is in compliance with all laws and regulations of any public authority relating to the conduct of its business and has all required approvals, permits, licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said approvals, permits, licenses, certificates or authorizations; and
- (b) the Contractor is experienced in the performance of all aspects of the Services, and is capable of performing the Services in accordance with the terms, covenants and conditions contained in this Agreement including, without restriction, the Performance Requirements.

## **ARTICLE 9**

### 9.1 Insurance

**[BLLP NOTE: We strongly recommend that the Community discuss insurance requirements with its insurance advisor for each Independent Contractor Agreement. This section will need to be revised accordingly, based on the insurance requirements suggested by the Community's risk management advisors.]**

The Contractor shall without limiting its obligations or liabilities hereto, obtain and maintain at its sole expense and pay for during the period of this contract the following insurance coverage. The amount and type of insurance specified herein in no way reduces or limits the liability or responsibility of the Contractor hereunder.

Within 14 days after acceptance of the Contractors tender the Contractor shall, unless otherwise directed in writing by the Community, deposit with the Community an Insurer's Certificate of Insurance in a form acceptable to the Community and if requested, the originals or certified true copies of all insurance contracts maintained by the Contractor pursuant to the insurance coverage requirements shown hereunder.

The provisions of the insurance coverage requirements contained hereunder are not intended to cover all of the Contractors risk under this contract. Any additional risk management measures or additional insurance coverage the Contractor may deem necessary to fulfill its obligations under this contract shall be at the Contractors own discretion and expense.

The Contractor agrees to waive all rights of recourse against the Community for damages to any of the Contractor's property or property of others for which the Contractor is responsible and the Contractor's Insurers have no

right of subrogation against the Community except those claims which are the result of the negligent acts or omissions of the Community.

## **COMMERCIAL GENERAL LIABILITY**

**Commercial General Liability Insurance** with limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and property damage including loss of use thereof. This insurance shall be maintained continuously from commencement of the work until not less than 12 months from the date of the Final Certificate of Completion. The insurance policy shall include but is not limited to:

- Premises, Property and Operations Liability
- Products and Completed Operations Liability
- Owners and Contractor's Protective Liability
- Blanket Written Contractual Liability
- Broad Form Property Damage Extension
- Personal Injury Liability
- Employees as Additional Insured
- Cross Liability
- Contingent Employers Liability
- Non-owned Automobile Liability SPF # 6

The Policy must show the Community Government as an additional but only with respect to the operations of the named insured. The policy will also be endorsed to provide 30 days written notice of cancellation or reduction in the insurance coverage to the Community Government.

## **AUTOMOBILE LIABILITY INSURANCE**

**Automobile liability insurance** with respect to Contractor's owned and leased, licensed vehicles used directly or indirectly in the performance of the work with limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury death and property damage as per Standard Policy Form # 1.

- (a) Workers' Compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Northwest Territories;
- (b) such other insurance as the Community may from time to time reasonably require.

## **ARTICLE 10**

### **10.1 Indemnity**

The Contractor shall at all times and without limitation, indemnify and save harmless the Community, its elected officials, employees, contractors, agents, insurers and representatives from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which any of the Community, its elected officials, employees, contractors, agents, insurers and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter

caused by, and/or arising as a direct or indirect result of:

- (a) the misconduct, negligent action or negligent failure to act, as the case may be, of the Contractor and/or any of those persons for whom the Contractor is responsible at law (including, without limitation, any of its employees or subcontractors); or
- (b) any breach, violation or non-performance of any representation, warranty, obligation, covenant, condition or agreement in this Agreement set forth and contained on the part of the Contractor to be fulfilled, kept, observed or performed, as the case may be; or
- (c) any damages to third parties caused by, resulting at any time from, arising out of or in consequence of, the misconduct, negligent action or negligent failure to act, of the Contractor and/or any of those persons for whom the Contractor is responsible at law (including, without limitation, any of its employees or subcontractors).

The provisions of this Section are in addition to and shall not prejudice any other rights of the Community at law or in equity. This Section shall survive the termination or expiry of this Agreement for any reason whatsoever.

## **ARTICLE 11**

### **11.1 Suspension & Termination for Convenience**

- (a) Notwithstanding anything contained within this Agreement, the Community may at any time in writing instruct the Contractor to suspend the performance of part or all of the Services for such time as the Community sets out in its notice of suspension including, without restriction, due to the following:
  - (i) the Community having a concern respecting the on-going safety of the Contractor and its employees, agents and subcontractors (if any), any property of the Community, or the public at large (or any portion thereof); or
  - (ii) the Community determining, acting reasonably, that the specific project or task is unnecessary, or that a change in instructions is necessary.

Such notice shall state the cause for the suspension. The Contractor shall during any period of suspension continue to perform its obligations to insure in accordance with the Agreement.

- (b) After receipt by the Contractor of the Community's permission to resume the Services following any suspension of the Services, the Community and the Contractor shall jointly examine the Services affected by the suspension and thereafter determine and agree upon, each acting reasonably, the amendments necessary to the Term or any other performance deadlines contemplated within this Agreement.
- (c) Where a suspension occurs as a result of abnormal circumstances (including, without restriction, an event of Force Majeure) or the Contractor's performance of any of its obligations is suspended for a period of Sixty (60) Business Days in aggregate for all suspensions, then at any time thereafter, the Contractor may give notice to the Community requiring that the Community shall, within ten (10) Business Days of such notice, either order the resumption of performance of the Services or require the Community to issue an instruction as a change in the Services to exclude the performance of the suspended obligations(s) from this Agreement. If the Community fails to do so, then on or at any time after the tenth (10<sup>th</sup>) Business Day following the Contractor's notice, the Contractor shall be relieved from such obligations under this Agreement or if the suspension affects the performance of all obligations under this Agreement, the

Contractor shall be entitled to terminate the Agreement.

- (d) This Agreement may be terminated for convenience at any time by the Community upon 7 days written notice to the Contractor and the Contractor's right to consideration shall be limited to payment for the Services performed in accordance with the terms, covenants and conditions contained within this Agreement and not previously paid for. The Contractor specifically agrees that the notice and consideration set forth in this paragraph constitutes reasonable, fair and equitable notice and compensation for damages, if any, that may be suffered by the Contractor as a result of the termination of this Agreement.
- (e) If such notice is given as per Section 11.1 (d), the Contractor shall perform the Services up to and including the effective date of termination specified in the notice and shall, upon request, perform the Services to a predetermined ending point, as determined by the Community and provide the Community with a written report on the Services rendered to the time of termination. Except for any such report, the Contractor shall not perform any further Services subsequent to the effective date of termination.

## **ARTICLE 12**

### 12.1 Event of Default

- (a) Upon the occurrence of an Event of Default, the Community may, without prejudice to any of its other rights at law or equity, do one or more of the following:
  - (i) pursue any remedy available to the Community in law or in equity, it being acknowledged that specific performance, injunctive relief, mandatory or otherwise or other equitable relief may be the only actual remedy;
  - (ii) terminate this Agreement by written notice thereof given to the Contractor, in which case the Contractor shall have no claim for payment or otherwise against the Community; or
  - (iii) waive the Event of Default, provided however, that any such waiver shall not operate as a waiver of any subsequent or continuing the Event of Default.
- (b) Upon the occurrence of an Event of Default under Section 1.1(d)(i), the Community shall have the right, but shall have no obligation, to remedy the deficiency to the Community's satisfaction at the sole expense of the Contractor and shall be entitled to any remedies that may be available to the Community at law, equity or otherwise.
- (c) The exercise by the Community of the rights set out in this Section shall not limit or prejudice any other rights of the Community, howsoever arising and the Community's rights set out in this Section shall survive the expiry or termination of this Agreement.

## **ARTICLE 13**

### 13.1 Force Majeure

- (a) If the parties shall fail to meet their respective obligations hereunder within the respective time prescribed therefor and such failure shall be directly caused or materially contributed to by an event of Force

Majeure, such failure shall be deemed not to be a breach of the obligations of such party, provided however, in such event, such party shall:

- (i) immediately notify the other party of the circumstances of the event of Force Majeure, the extent to which the performance of obligations under this Agreement are affected, and the actions taken by the said party to mitigate against the effects of the event of Force Majeure; and
  - (ii) use its best efforts to put itself in a position to carry out its obligations hereunder as soon as reasonably possible.
- (b) In no event shall the relief provided in respect of the occurrence of an event of Force Majeure exceed ninety (90) days.

**ARTICLE 14**

**GENERAL:**

14.1 Notices

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing.

Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:

**[BLLP NOTE: Insert contact person's details for the Community]**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_ **[BLLP NOTE: Insert position/title]**  
 E-mail: \_\_\_\_\_  
 Fax: (\_\_\_\_)\_\_\_\_-\_\_\_\_

**[BLLP NOTE: Insert contact details for Contractor]**

- (i) \_\_\_\_\_:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_ **[BLLP NOTE: Insert position/title]**  
 E-mail: \_\_\_\_\_  
 Fax: (\_\_\_\_)\_\_\_\_-\_\_\_\_

or to such other address as each party may from time to time direct in writing.

Notice shall be served by one of the following means:

- (a) by delivering it to the party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such party;
- (b) if delivered to a corporate party, by delivering it to the address specified in above during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;
- (c) by fax or email to the party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:
  - (i) if transmitted before 3:00 p.m. on a Business Day, on that Business Day; or
  - (ii) if transmitted after 3:00 p.m. on a Business Day, on the next Business Day after the date of transmission; or
- (d) by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

#### 14.2 Governing Law

This Agreement shall be construed and governed by the laws of the Northwest Territories and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Northwest Territories.

#### 14.3 Time of Essence

Time shall be of the essence of this Agreement.

#### 14.4 Headings

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

#### 14.5 Relationship between Parties

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent service agreement between the two parties at arm's length.

#### 14.6 No Authority

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to

bind the other party in any manner whatsoever. Without restricting any of the foregoing, unless otherwise specifically authorized and documented between the parties at no time shall the Contractor have authority to bind the Community as its agent or otherwise, nor make representations or warranties for or on behalf of the Community.

#### 14.7 Agreement Entire Relationship

This Agreement constitutes the entire agreement between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.

#### 14.8 Further Assurances

Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

#### 14.9 Amendments

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

#### 14.10 Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

#### 14.11 Counterparts

This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

#### 14.12 Statutory Reference

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

#### 14.13 Unenforceability

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or

condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

#### 14.14 Survival

The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

#### 14.15 Remedies Generally

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

#### 14.16 Payment of Monies

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft is tendered instead of cash.

#### 14.17 GST Exclusive

All amounts payable by the Community to the Contractor hereunder will be exclusive of any goods and services tax ("GST") and the Community will, in addition the amounts payable hereunder, pay to the Contractor all amounts of GST applicable thereon. The Contractor's GST number is \_\_\_\_\_. **[BLLP NOTE: fill in GST number.]**

#### 14.18 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

#### 14.19 Binding Effect

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

#### 14.20 Assignment

The Contractor shall not assign its interest in this Agreement, or any part hereof, in any manner whatsoever

without having first received the written consent from the Community, which consent may be arbitrarily withheld.

14.21 Requests for Consent

Each party shall provide any decision with regard to a request for consent in a timely manner.

14.22 Construction

This Agreement shall be interpreted according to its fair construction and shall not be construed as against any party hereto.

14.23 Independent Legal Advice

Each party hereto acknowledges having read this Agreement and prior to executing the same acknowledges and agrees that it has been advised by the other party hereto to obtain independent legal advice and other professional advice prior to executing this Agreement. By executing this Agreement, each party hereto acknowledges and agrees that such party hereto has had the opportunity to seek independent legal and other professional advice prior to executing this Agreement, and:

- (a) has obtained such independent legal and other professional advice; or
- (b) has waived the right to obtain such independent legal and other professional advice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**[NAME OF MUNICIPALITY]**

Per:  
 \_\_\_\_\_  
 Signature of Authorized Signing Officer

\_\_\_\_\_

Printed Name of Authorized Signing Officer

\_\_\_\_\_

Position of Authorized Signing Officer

**[NAME OF CONTRACTOR]**

Per:  
 \_\_\_\_\_  
 Signature of Authorized Signing Officer

\_\_\_\_\_

Printed Name of Authorized Signing Officer

\_\_\_\_\_  
Position of Authorized Signing Officer

Per:

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Printed Name of Authorized Signing Officer

\_\_\_\_\_  
Position of Authorized Signing Officer

**[BLLP NOTE: USE IF CONTRACTOR IS AN INDIVIDUAL]**

SIGNED, SEALED and DELIVERED by NAME )  
OF SIGNATORY, in the presence of: )

\_\_\_\_\_  
Signature )

\_\_\_\_\_  
Printed Name )

\_\_\_\_\_  
Address )

\_\_\_\_\_  
Occupation )

\_\_\_\_\_  
NAME OF SIGNATORY (s)

**SCHEDULE "A"**

SERVICES

1. Scope

The Services are set out as follows:

- (a) **[BLLP NOTE: insert general description of services provided – ie: plumbing]**  
\_\_\_\_\_ **services, including, but not limited to:**
  - (i) \_\_\_\_\_;
  - (ii) \_\_\_\_\_;
  - (iii) \_\_\_\_\_;
  - (iv) \_\_\_\_\_.
- (b)
- (c)
- (d) Such other services as are reasonably requested by the Community, or to be reasonably inferred.

2. Time Line:

The Services shall be completed in accordance with the following time line:

- (a) **[BLLP NOTE: Insert details regarding the time line for performing the various stages of the Services. For example, if there are certain key deadlines that must be met, they should be set out here.]**
- (b) \_\_\_\_\_;
- (c) \_\_\_\_\_.

3. Personnel to Perform Services:

The parties acknowledge and agree that \_\_\_\_\_ are the key personnel who shall perform the Services and that the Contractor shall not substitute different personnel to perform the Services without the prior written consent of the Community.

**[BLLP NOTE: insert information about who can be used to perform the Services if the Community wants to ensure that only specific personnel are used. Otherwise, this provision may be deleted.]**

## SCHEDULE "B"

### FEES

**[BLLP NOTE: Insert information about the fees and invoicing, as is required for each contract. The following categories are simply some suggested topics that should be covered in this Schedule and may be modified as required to suit the circumstances of each particular contract]**

1. Contractor Fees

**[BLLP NOTE: insert information about the Contractor's fees – i.e.: lump sum, hourly rate, etc. GST is not included in Fees set out here as per Section 14.17]**

2. Invoices

The Contractor shall submit a written, signed invoice to the Community at the end of each month in which the Services are provided. The Community shall pay the Contractor the amount due no later than 30 Business Days from the date receipt of the invoice.

3. Travel Expenses and Disbursements

Subject always to the prior approval or request for the Services received from the Community, the Contractor shall be reimbursed for all reasonable travel expenses and disbursements incurred in accordance with the provision of the Services. **[BLLP NOTE: change this as is required if the Community is only reimbursing the Contractor for certain expenses]**

The Contractor shall submit written documentation and receipts itemizing the dates on which such expenses were incurred, and the Community will pay for such expenses at the same time as the consulting invoice.

4. Minimum/Maximum Hours

While there shall be no minimum or maximum hours as part of this Agreement to provide the Services, the Contractor agrees that it shall use its best efforts to perform the Services efficiently and effectively, and as such in a manner that minimizes the costs to the Community.

**[BLLP NOTE: May not be applicable – remove as required]**

SCHEDULE "C"

PERFORMANCE REQUIREMENTS

The Services shall be performed in accordance with the following performance requirements:

1. **[BLLP NOTE: list the objectives of the Services and list any measurable performance requirements that the Community wants to be able to hold the Contractor accountable to – i.e.: time deadlines for completing the Services, number of meetings that must be held, expected time frame for Contractor to respond to an inquiry from Community, etc.]**
2. To perform the Services in compliance with the Community's policies and procedures, as amended from time to time, such policies and procedures shall be provided to Contractor at Contractor's request.

AFFIDAVIT VERIFYING  
CORPORATE SIGNING AUTHORITY

CANADA ) I, **<FULL NAME>**  
) of the **<City/TOWN>** of **<NAME>**, in  
NORTHWEST TERRITORIES ) the Northwest Territories  
) MAKE OATH AND SAY THAT:  
TO WIT: )

1. That I am an officer, director or agent of **<NAME OF CORPORATION>** named in the within or annexed instrument.

2. That I am authorized by **<NAME OF CORPORATION>** to execute the instrument without affixing a corporate seal.

SWORN BEFORE ME at the **<City/TOWN>** )  
of **<NAME>**, in the Northwest Territories this )  
**<DATE>** day of **<MONTH>**, **<YEAR>** )  
)  
)  
)  
\_\_\_\_\_)  
A COMMISSIONER FOR OATHS IN AND )  
FOR THE NORTHWEST TERRITORIES )

\_\_\_\_\_

AFFIDAVIT OF EXECUTION

CANADA ) I, <FULL NAME>  
 ) of the <City/TOWN> of <NAME>, in  
NORTHWEST TERRITORIES ) the Northwest Territories,  
 ) MAKE OATH AND SAY THAT:  
TO WIT: )

1. I was personally present and did see <NAME> named in the within (or annexed) instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. The same was executed at the <City/TOWN> of <NAME> in the Northwest Territories, and that I am the subscribing witness thereto.

3. I know the said <NAME> and he/she is, in my belief, of the full age of eighteen (18) years.

SWORN BEFORE ME at the <City/TOWN> )  
of <NAME>, in the Northwest Territories this )  
<DATE> day of <MONTH>, <YEAR> )

\_\_\_\_\_) )  
A COMMISSIONER FOR OATHS IN AND )  
FOR THE NORTHWEST TERRITORIES )

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