

1. SCOPE

Contractor agrees to furnish all labour, tools, equipment, material and services and to secure all permits necessary for the complete performance of the Work Contracted for except as otherwise provided for on the face of the Purchase Order.

2. PAYMENT

Payment by the City shall be made after final acceptance by the City of the goods and services, notwithstanding any previous passing of title to the goods. Unless otherwise stated on the Purchase Order, payment terms are net thirty (30) days. Payment terms begin the date the Accounts Payable Department receives the invoices. Prices are to include packing, handling, taxes, duties and are otherwise all-inclusive.

3. INVOICING & PAYMENT

Upon completion of the Work, Contractor shall submit an invoice in duplicate to the address noted on the face of the Purchase Order. For Work that is performed on a time and material or reimbursable cost basis, one (1) copy of timesheets, paid invoices, vouchers, and receipts for all expenses shall be submitted with the invoice. Invoices must reference the City of Vernon Purchase Order and bear the GST registration number.

4. INDEPENDENT CONTRACTOR

Contractor is an independent Contractor and all persons employed by Contractor to perform its obligations shall be the employees or servants of the Contractor and not of the City.

5. TERMINATION

The City may, in its absolute discretion, stop the Work and terminate this Contract at any time, but where Contractor is not in default the City shall pay Contractor for the portion of the Work done in conformity with the Contract to the date of such termination, including a reasonable provision for the Contractor's profit on the portion of the Work so performed.

6. ASSIGNMENT

Contractor agrees not to sub-contract, assign or transfer this agreement, in whole or in part without the prior written consent of the City.

7. SAFETY

Contractor agrees, while on the City's premises, to observe such safety rules or training requirements as the City shall prescribe as necessary for the protection of the City and Contractor personnel and property and as are necessary to comply with all laws, ordinances and regulations applicable in the jurisdiction of the place of the Work, and to limit smoking and the use of fire to such locations and occasions as are designated by a representative of the City.

8. APPLICABLE LAW

The Contractor shall in all respects be governed by and construed in accordance with the laws of the Province of British Columbia.

9. INDEMNIFICATION

Contractor shall indemnify and hold the City harmless from and against any and all experiences, actions, causes of action, damages, claims and demands arising out of, or in any way connected with the performance of this Contract.

10. LIENS

Contractor shall take all necessary and proper steps to ensure that no claims for lien will be filed against the Work or the property of the City. Contractor agrees that it will at its own expense cause any such lien or claim to be released and discharged.

11. INSURANCE & BUSINESS LICENCE

Contractor shall maintain **WorkSafe BC coverage** (WCB) in compliance with the laws of the Province of British Columbia, a valid **City of Vernon business license** and insurance in types and amounts as defined on the attachment entitled **Insurance Requirements**. **Prior to commencing any Work the Contractor shall forward proof of such requirements to Attn: Manager, Procurement Services – Fax: (250) 550-3523 or email: pagent@vernon.ca**

12. WORKMANSHIP

All workmanship and materials shall be acceptable to the City in every respect and shall comply strictly with all terms and conditions of the Contract and shall be subject to inspection by the City. Neither acceptance of the Work by the City nor payment shall relieve Contractor from liability under the indemnification clause or any of the guarantees or warranties contained or implied herein.

All goods, equipment, supplies, labour and workmanship associated with this purchase must conform to all necessary standards for use in Canada and the Province of British Columbia such as CSA, ULC, ETL, WCB, Canadian Weights and Measures, Canadian Electrical Codes, etc.

13. LOCAL CONDITIONS

The Contractor shall by personal inspection, examination, calculations or tests, or by any other means, satisfy himself with respect to the local conditions to be encountered and practicability of the work and of the methods of procedure. No verbal agreements or conversation with any officer, agent or employee of the City, either before or after the execution of the bid document, shall effect or modify any of the terms or obligations herein contained.

14. FREEDOM OF INFORMATION & PROTECTION ACT

Contractor acknowledges that the City of Vernon is subject to the Freedom of Information and Protection of Privacy Act (British Columbia) and that this contract (including its schedules) and any records provided to the City of Vernon may be subject to public disclosure under that Act.

Insurance Requirements - Contractors Insurance**1. PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE:
INDEMNITY**

The Contractor shall save and hold harmless the City, its officers, agents, servants and employees, from and against any and all suits or claims alleging damage or injury (including death) to any person or property that may occur or that may be alleged to have occurred, in the course of the performance of this Contract, whether such claim shall be made by an employee of the Contractor, or by a third person and whether or not it shall be claimed that the alleged damage or injury (including death) was caused through a wilful or negligent act or omission of the Contractor, its officers, servants, agents or employees, or a wilful or negligent act or omission of any of its sub-contractors or any of their officers, servants, agents or employees, and at its own expense, the Contractor shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom.

2. INSURANCE – PUBLIC LIABILITY & PROPERTY DAMAGE:

The Contractor shall maintain and keep in force during the term of the Contract and until the date of the completion certificate, **two million dollars, (\$2,000,000.00)** inclusive limits for Public Liability and Property Damage, against liabilities or damages in respect of damage to property arising out of the performance of work.

The Contractor shall, at the time the contract is signed, submit to the City a copy of the insurance policies required under this Article and shall also provide to the City from time to time, as may be required, satisfactory proof that such policies are still in full force and effect.

The City of Vernon shall be an additional insured on the policy. In addition, such insurance policy shall include the following “Cross Liability” clause:

“The insurance afforded by this policy shall apply in the same manner, as though separate policies were issued, to any action brought against any of the named insured by or on behalf of any other named insured.”

3. INSURANCE – EQUIPMENT:

Notwithstanding anything contained elsewhere herein, it is understood and agreed that the City shall not be liable for any loss or damage to Contractor’s equipment including loss of use thereof. Each and every policy insuring the Contractor’s equipment to be used on the work shall contain the following clauses:

“It is agreed that the right to subrogation against the City or any of his officers, employees, or agents of their parent, subsidiary, affiliated, or associated companies or corporations is hereby waived.”

4. INSURANCE – AUTOMOTIVE:

A minimum of **two million dollars (\$2,000,000.00)** of public liability and property damage insurance shall be carried on all automotive equipment.

5. INSURANCE – GENERAL PROVISIONS:

Before starting the work, the Contractor shall file with the City, certificates of all insurance policies acceptable to the City. These certificates shall state that the insurance complies with the requirements of the Contract Documents and that the territory of the policy includes the country in which the work is to be conducted.

Each insurance policy required under this Contract shall contain an endorsement to provide all named insured’s with prior notice of changes and cancellations. Such endorsement shall be in the following form:

“It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way or cancelled until thirty (30) days after written notice of such change or cancellation shall have been given or sent by registered mail to all named insured’s.”

Should the Contractor fail to make payment of premiums or other assessments required by the Contractor’s insurers to maintain such policies in force and effect, the City may in his discretion make payment of such premiums or assessments and deduct the amount thereof from such monies as may be then or later payable to the Contractor pursuant to the Contract documents or recover the same from the Contractor as the City in his discretion may determine.