

General Conditions of the Contract

1. Definitions

The two parties to the Contract/Purchase Order are the Contractor and the City, defined as follows:

The Contractor: The successful bidder for the work upon receipt of a purchase order and/or written acceptance of his Quotation from the City.

The City: City of Richmond.

Acceptance of the City of Richmond's Purchase order deems acceptance of all conditions of the supply and installation contract.

2. Work to Satisfaction of City

The whole of the works and the manner of performing this Contract shall be done to the entire satisfaction and approval of the City, and it shall be the sole judge of the work and materials in respect of both quality and quantity, and its decision with regard to work or materials, or as to the meaning and intention of this Contract, or any part or parts thereof, shall be binding and final upon the Contractor.

3. Work to be in Conformity with Contract Documents and Drawings

All work shall be done in strict conformity with the Contract Documents and drawings which form a part of the Contract. The intent of the contract documents is to include all labour, materials, equipment, services, supplies and all the things necessary for the proper and complete execution of the work.

4. Permits

The Contractor shall comply with all codes, laws, regulations, and ordinances which concern the work, and unless otherwise provided herein shall obtain and pay for all applicable permits, licences, and certificates.

5. Use of Premises

The Contractor shall confine the use of the premises for his work as directed by the City and shall comply with regulations which govern the building or institution where the work is located.

At the conclusion of the work, the Contractor shall clean up and remove all debris and rubbish to the satisfaction of the City.

6. Light, Power, and Heat

The City's supply of electrical energy will be available to the Contractor without charge.

The City's supply of water will be available to the Contractor without charge.

The Contractor, upon completion of the work, shall remove temporary connections and extension of services, leaving the existing structures and services undamaged.

7. Warranty

Unless otherwise specified, the Contractor warrants that only the best workmanship and materials will be employed and if, within a period of one (1) year from the date of acceptance of the work by the City, such work or supplies or any portion thereof are found by the City to be defective or faulty due to imperfect or bad workmanship or material, the Contractor agrees to replace such defective supplies and correct such defective work forthwith without expense to the City.

8. Liens

The Contractor shall fully indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or inequity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process, or otherwise.

9. Patent Fees

The Contractor shall pay all royalties and licence fees and shall save the City harmless from loss on account of suits or claims of infringement of patents in the doing of the work.

10. Default

- (a) The City may, by notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to perform any provision of this Contract within the time specified or to perform any other provision of this contract.
- (b) In the event the City terminates this Contract in whole or in part as provided in clause (a), the City may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services.

- (c) The Contractor shall not be liable for any excess costs under clause (b) if failure to perform the Contract arises by reason of strikes, lockouts, acts of God, or acts of the City.

11. Taxes

Unless otherwise provided herein, the Contractor shall pay all government sales or excise taxes in force at the date of the Agreement, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract accordingly. Invoices shall show the appropriate amounts for Goods and Services Taxes and Provincial Sales Taxes separately.

12. Laws

The laws of British Columbia shall govern the work.

Time

Time shall be the essence in this Contract.

13. Assignment


Neither party to the Contract shall assign the Contract without the written consent of the other.

14. Notices

Any notice required to be given in this Contract shall be deemed to be duly given to the City if sent by registered mail addressed to the City's Purchasing and Risk Manager at Richmond "City Hall, 6911 No. 3 Road, Richmond, BC V6Y 2C1" and to the Contractor if sent by registered mail addressed to the Contractor at the address set forth in the Quotation.

15. Inquiries

Contractor's inquiries to the City during construction should be directed to the following:

Telephone: 604
E-mail: @richmond.ca

City of Richmond

16. Settlement of Complaints Re: Work

If, in the opinion of the Manager Purchasing and Risk, the work is improperly, defectively, or insufficiently performed, or being performed, the Manager Purchasing and Risk may, in writing, order the Contractor to re-execute or correct the work in accordance with such order; and if the Contractor fails to comply with such order within ten working days, the Manager Purchasing and Risk may, at any time thereafter, execute or cause to be executed the order so given, and the Contractor shall, on demand, pay to the City of Richmond, all costs, damages, and expenses incurred in respect thereof or occasioned by reason of the non-compliance by the Contractor with any such orders; and if the Contractor fails to pay such costs, damages, and expenses, the City of Richmond may retain and deduct such costs, damages, and expenses from any amount then or thereafter payable to the Contractor under this Contract.

17. Personnel

17.1 Qualified Personnel

The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to perform the Work.

17.2 Subcontractors

The Contractor will perform the Work using its own personnel and those subcontractors as may be listed on the Quotation Form and approved by the City, and will bind all approved subcontractors to the terms of the Contract Documents, as applicable to the subcontractors work. The Contractor will be as fully responsible to the City for acts and omissions of subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

17.3 Replacement of Personnel or Sub-Contractors

If the City reasonably objects to the performance, experience, qualifications or suitability of any of the Contractor's personnel or subcontractors then the Contractor will, on written request from the City, replace such personnel or subcontractors.

17.4 City's Own Forces and Other Contractors

The City may have its own work forces and other contractors on the site while the Work is under way. The City will coordinate the work of all contractors on the site and require their coordination with each other. the Contractor will report to the City and apparent deficiencies in other contractors' work which

would affect the Work, immediately after the deficiencies come to the Contractor's attention.

18. Changes in the Work

The City may make changes to the work; the Contract price, and time being adjusted accordingly. Except for emergencies, all changes will be made by written order.

19. Protection

The Contractor shall maintain protection of all his work and materials from damage and shall protect the City's and any adjoining property from injury due to the Contractor's work.

20. Payments

The City shall make progress payments once a month for work completed and materials on the site upon receipt of the Contractor's invoice.

Except for the final payment, the City shall holdback 10% of the amount of progress claims. The City shall pay the holdback 55 days after completion of the work upon receipt of the contractor's written claim for final payment accompanied by a Statutory Declaration stating that the Contractor has discharged every obligation and paid or satisfied every just claim incurred by him in connection to the Contract, including claims by his subcontractors, and upon receipt of clearance from the Workers' Compensation Board.

21. Indemnification and Insurance

The Contractor will indemnify, hold, and save harmless the City from and against all claims, losses, damages, costs, actions, and other proceedings, made, sustained, brought or prosecuted in manner, based upon, occasioned by, attributable to any injury, including death, property damage, infringement, or damage arising from any act or omission of the Contractor, his employees, officers, volunteers, servants, or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of this agreement.

The Contractor shall, at his own expense, through the terms of the contract secure, maintain, and pay for the following coverages:

- (a) Comprehensive General Liability Insurance with a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage and \$5,000,000 for personal injury. The policy or policies shall cover all premises and operations necessary or incidental to the performance of this

agreement and include but not necessarily be limited to the following coverages:

1. Contractual liability assumed under this agreement.
 2. Contingent employer's liability with respect to operations of sub-contractors.
 3. Owner's protective liability.
 4. Cross liability.
 5. Automobile liability (non-owned, hired).
 6. Completed operations liability 24 months after completed operations.
 7. Voluntary medical payments.
- (b) "Course of Construction" Property Damage Insurance covering all risks of physical loss or damage on an occurrence basis, including loss of use of property, and including losses or damage from flood or earthquake. The coverage provided shall amount to no less than 80% of the total value of the work done and material delivered to the site, or under the control of the Contractor, payable to the City and Contractor as their interests may appear, and protecting each in such terms as will preclude subrogation claims by the insurer against anyone insured thereunder.

The City, its officers, officials, and employees shall be added as an additional insured on all such policies. All such insurance provided by these policies shall be primary regardless of any insurance or self insurance that may be enforced at the time of any loss or claim that insures the City, its officers, officials, and employees.

The policy or policies shall be underwritten by an insurance company or companies licensed to do business in the Province of British Columbia and who meet with the reasonable approval of the City. Prior to the commencement of the work defined by this agreement, the Contractor shall furnish the City through the Office of the Manager Purchasing and Risk a certified original copy of all such policies as evidence that such insurance is in force. The Contractor agrees that such insurance policies cannot be cancelled, lapsed, or materially changed without at least 30 days' written notice to the City.

Maintenance of such insurance and the performance of the Contractor of his obligations under this clause shall not relieve the Contractor of liability under the indemnification provisions here and above set forth. The foregoing insurance provisions shall not limit the insurance required by Municipal, Provincial, or Federal law.

It shall be the full responsibility of the Contractor to determine whether any additional insurance coverage is necessary and advisable for its own protection and/or to fulfil its obligations under this Contract. Any such additional insurance shall be provided and maintained by the Contractor its own expense.

It is understood that this agreement is strictly between the Contractor and the City and the Contractor is an independent contractor for the City and no employment relationship, partnership, agency, or joint venture exists between the City, the employees of the Contractor and/or its agents and/or their employees, and/or its Contractors and/or their employees. Any disputes between the Contractor and any of its employees and/or its agents and/or their employees and/or their Contractors and/or their employees shall be resolved by the Contractor with no involvement by the City.

22. Workers' Compensation Board Coverage/Prime Contractor

The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this contract until the Workers' Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this contract had been paid in full.

The Contractor agrees that it is the Prime Contractor for the purposes of the Workers' Compensation Board Occupational Health and Safety Regulations for the Province of British Columbia. The Contractor shall have a safety program acceptable to the Workers' Compensation Board and shall ensure that all Workers' Compensation Board safety rules and regulations are observed during performance of this contract, not only by the Contractor but by all subcontractors, workers, material men and others engaged in the performance of this contract. Prior to commencement of construction, the Contractor shall complete and file a "Construction Notice of Project" with the Workers' Compensation Board and shall provide a copy of the same to the City confirming that the Contractor shall be the Prime Contractor responsible for coordination of safety and health under Part 3 of the Workers Compensation Act and Part 20 of the WCB Occupational Health and Safety Regulations.

The Contractor shall provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior

to the City having any obligation to pay monies under this contract. The Contractor shall also provide a signed copy of the Prime Contractor Designation Document.

The Contractor shall indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.