

BY ACCEPTING THE ATTACHED PURCHASE ORDER OR AGREEMENT TO PURCHASE SERVICES RELATED TO THE LLOYD E. MATHESON CENTRE OR THE EAST HANTS AQUATIC CENTRE, THE SUPPLIER AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

GENERAL

- The Supplier will complete the Services as an independent contractor, not as an employee.
- The Supplier must take care, in performing the Services, not to inconvenience members of the public.
- Should the Supplier find site conditions or other situations which could not have been reasonably expected when completing such Services, the Supplier must inform East Hants immediately and ask for direction on how to proceed. Any request for additional compensation must be approved, in writing, by East Hants prior to such increased cost being incurred.
- If East Hants issues instructions which may result in an increase to cost, the Supplier must advise East Hants and wait for approval from East Hants before proceeding.
- The Supplier must keep records of each time Services are performed to support their Invoice(s).
- The laws of Nova Scotia shall govern this PO. Any action arising out of this PO shall be brought only in the courts of Nova Scotia.

INVOICES

- Invoices must contain such information as East Hants may request pertaining to the Services requested, such as number of hours, volumes of material, locations of work, and any other detail East Hants may specify.
- Payment will be made on a net thirty (30) days basis from receipt of an acceptable Invoice.
- Payments made by East Hants will not constitute acceptance of work or products that are not in accordance with the requirements of the Supplier's quotation or the terms of this document.
- Unless otherwise specified in writing, the Supplier must submit Invoices monthly to vendors@easthants.ca, or by mail, courier, or hand-delivery to the attention of the Payables Administrator. If one has been provided, invoices must display the Purchase Order Number.

PERFORMANCE

- Supplier warrants that it has the necessary resources to complete the Services in a safe, competent, and professional manner.
- When the performance of a Service is not satisfactory to East Hants, the Supplier will repair or re-perform the Services (or part thereof) to the satisfaction of East Hants, at no additional cost, before payment is made.
- Continued unsatisfactory performance may result in the termination of the agreement or removal from the Services.

INDEMNIFICATION

- The Supplier shall defend, indemnify and save harmless the Municipality of the District of East Hants, its elected officials, officers, and employees from and against claims, actions, causes of action, losses, expenses, fines, costs (including reasonable legal defence costs), interest or damages, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, to the extent reasonably attributable to the negligent acts, errors, or omissions, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this agreement, and shall survive this agreement.

INSURANCE

- The Supplier shall have and maintain Commercial General Liability (CGL) insurance on an occurrence basis with a minimum limit of \$5,000,000 for bodily injury including death, personal injury and property damage including loss of use, and shall include, but not be limited to the following clauses: Blanket contractual liability; Owners' and contractors' protective liability; Broad form property damage; Hostile fire; Tenant's legal liability; Non-owned automobile liability; Contingent employer's liability; and Products and completed operations liability.
- The Supplier shall have and maintain automobile insurance with a minimum limit of \$2,000,000.
- The Supplier shall provide a Certificate of Insurance (COI) evidencing this insurance, prior to commencing the Services:
 - The Certificate for CGL must list the Municipality of the District of East Hants as an additional insured.
 - The Certificate include the description of the Services being performed, the location(s), and, if provided, the contract number.
- The Supplier must have and maintain Workplace Injury insurance through Workers' Compensation Board of Nova Scotia. A valid Clearance Letter must be included with each Invoice.

TERMINATION

- East Hants may terminate the Services of a Supplier if the Services are not, in East Hants' sole opinion, satisfactory.
- East Hants may terminate the Services of a Supplier for any reason, at any time, by providing reasonable notice in writing of such Termination.

SAFETY

- Perform a hazard assessment and provide East Hants with a copy.
- Have a plan for addressing all known hazards and, upon request, provide East Hants with a copy.
- Post any required warning signs or install any necessary guards or barriers.
- Locate, identify, and mitigate, to the extent possible, any potential hazards which might result in damage or harm to public property or individuals.
- The Supplier must take reasonable precautions in completing the work, including, without limitation, the use of appropriate personal protective equipment (PPE) and high visibility clothing by them and their staff.
- Where traffic control is necessary to perform the Services safely, the Supplier must provide it.
- The Supplier is responsible to manage their employees, including, without limitation, training, ensuring their licenses, if any, are up to date, the availability and use of personal protective equipment, and to monitor safe work practices.

RESPONSIBILITY FOR DAMAGE

- The Supplier shall repair and restore to its original condition any material or surface damaged by their operations.
- The Supplier shall be entirely responsible for any loss or damage to their materials, supplies, and equipment.

CONFIDENTIALITY

- Information obtained during the course of work being done with East Hants is to be treated as confidential and is not to be disclosed to any third party without the written permission of East Hants except as necessary to perform the Services.

COMPLIANCE

- The Supplier shall comply with all Federal, Provincial and Municipal regulations and other authorities having jurisdiction.