



ARTICLE 1 – CONTRACT DEFINITION AND FORMATION

PO1.1 Contract Definition. “Contract” or “Agreement” means (in order of descending priority): (i) the customized main body of the Purchase Order (“PO”), (ii) these Ts&Cs; and (iii) any other supplementary document attached to the PO and/or incorporated by reference into the PO or these Ts&Cs, which collectively form the agreement between the City and Supplier in connection with the Work. Terms and conditions put forward by Supplier in any quote, invoice, proposal, or other document are not accepted or deemed to be accepted by the City except to the extent incorporated into the PO by reference.

PO1.2 Contract Formation. By issuing the PO to the Supplier without a ‘DRAFT’ watermark (and without the City otherwise designating the PO as a mere draft for Supplier’s review), the City is extending a revocable offer to Supplier in relation to the purchase of the Work. In response to such offer, if the Supplier intends to provide the Work to the City and conveys that intent to the City (whether verbally, electronically, in writing, by conduct or in any other manner), then Supplier is deemed to have accepted the City’s offer thus creating the Contract, despite any contrary terms or conditions put forward by Supplier in any quote, invoice, proposal or other document. The City’s offer to the Supplier is expressly conditional on the Supplier’s acceptance of all of the terms and conditions contained on, attached to, or expressly incorporated into the offer, and no other terms or conditions.

ARTICLE 2 – SUPPLIER’S DUTIES AND RESPONSIBILITIES TO THE CITY

PO2.1 Generally. The Work shall be performed to meet the requirements and specifications set out in this Contract, including any related timelines, and to the standard of a competent professional possessing the skills, diligence and judgment expected of an experienced person practicing in the required areas of expertise, and providing items, equipment or other goods (collectively, “goods”) and/or services similar to the Work in North America.

PO2.2 Warranties. The Supplier represents and warrants that any and all goods required to be delivered to the City by, through or on behalf of the Supplier pursuant to this Contract shall, unless otherwise specified in the Contract:

- a. conform to and function in accordance with all applicable specifications, requirements, standards and user manuals;
- b. be new, of merchantable quality and free of defects arising from faulty materials or substandard workmanship;
- c. be durable for a reasonable period of time having regard to the use to which they would normally be put, normal wear and tear excluded, and
- d. be fit for the purpose they are ordinarily used, except if a particular purpose has been stated in this Contract, in which case the goods shall be fit for that particular purpose.

Furthermore, the Supplier represents and warrants that:

- e. it has good and marketable title to such goods, which are free and clear of all liens, claims or encumbrances of any kind, and
- f. such goods do not infringe any Intellectual Property rights of any third party through the performance of the Supplier’s obligations under the Contract, or in respect of the use of or disposal by the City of anything furnished pursuant to the Contract in the manner expressly or implicitly contemplated hereunder.

PO2.3 Shipping and Handling. Where required by applicable law, the appropriate Canadian Standards Association (CSA) certification or other certifications as approved by the Province of British Columbia shall be applied by the Supplier to any electrical goods supplied hereunder. The Supplier shall classify any controlled or hazardous materials,



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adequately label the container, and supply a current Material Safety Data Sheet for products regulated and governed by WHMIS and relevant regulations. Packing slips or invoices shall accompany each shipment showing the Contract name and/or number and itemizing, and if applicable, classifying the goods contained therein. All material shall be suitably packed and marked to secure lowest transportation costs and in accordance with the requirements of common carriers. No extra charge shall be allowed for packing, boxing, crating, marking, cartage, or storage unless otherwise stipulated in this Contract. Upon inspection and acceptance of undamaged goods at the City's designated location(s), title to such goods shall pass to the City (subject to warranty, leasing, licensing or other arrangements set out under the Contract, and subject to the Intellectual Property rights of the Supplier or third parties).

- PO2.4 Delivery Location.** If any items, equipment or other goods are included in the Work, then such goods shall be delivered to the Delivery Location. "**Delivery Location**" shall mean the agreed point, if any, at the named place of destination specified in the PO. Unless otherwise specified in the Contract, all goods shall be Delivered at Place (DAP) to the Delivery Location according to the Incoterms® 2010 rules, summarized in part as follows: (i) where applicable, the Supplier shall clear the goods at its expense for export and for transport through any country prior to delivery, while the City shall clear the goods at its expense for import into Canada, and (ii) otherwise all costs relating to the goods along with all risk of loss or damage shall remain with the Supplier until delivery, and (iii) delivery occurs when the goods are placed at the disposal of the City on the arriving means of transport ready for unloading at the Delivery Location, all subject to the exceptions and other particulars set out in the Incoterms® 2010 rules.
- PO2.5 Warranty Claims.** All goods required to be delivered to the City by, through or on behalf of the Supplier pursuant to this Contract shall be delivered subject to the City's inspection and approval in writing, and receipt or payment by the City, in whole or in part, shall not constitute written approval. Without limiting any other right or remedy it may have, the City may make a warranty claim in relation to any such goods if they are damaged or defective, not delivered as specified, or do not conform to applicable warranties ("**Deficient Work Product**"). With expedient effort and without cost to the City, the Supplier shall either replace or repair any Deficient Work Product, as reasonably directed by the City, provided that such claim is made by the City to the Supplier by written notice received by the Supplier within one (1) year from the date of written approval of the original, repaired or replacement Work Product, as the case may be, unless otherwise set out under this Contract. If the Deficient Work Product is a fixture or is otherwise impractical or inconvenient to return to the Supplier, or if the Deficient Work Product is otherwise required to be repaired on-site under the Contract, then necessary repairs shall be completed on-site. Unless otherwise specified under the Contract, all costs associated with return, repair and/or replacement of Deficient Work Product shall be the sole responsibility of the Supplier, including all parts, labour, freight/handling charges, call-out fees, restocking charges, travel, accommodation, and other costs.
- PO2.6 Time of the Essence, and Anticipated Late Delivery.** The Supplier shall deliver each installment of goods required to be delivered to the City hereunder at the time and in the manner specified under the Contract. Timely delivery of each installment shall be of the essence, and despite PO5.2, the failure by the Supplier to deliver an installment on or before the specified delivery date shall entitle the City to terminate this Contract on immediate written notice to Supplier. If the Supplier anticipates that it shall not meet a specified delivery date for whatever reason, the Supplier shall notify the City in writing, as far in advance of the delivery date as practicable. In response, and despite PO5.2 (but subject to a notice of suspension under PO11.2), the City may terminate this Contract, in whole or in part, on immediate written notice to the Supplier. Following such termination, the City shall pay the Supplier in relation to: (i) proper invoices received but not yet paid, and (ii) all reasonable disbursements incurred regarding Work performed, up to the date of the termination, subject to any set-off or counterclaim of the City.
- PO2.7 Exclusion.** Despite any other provision of the Contract, the *International Sale of Goods Act* and the United Nations Convention on Contracts for the International Sale of Goods, are specifically excluded in relation to this Contract.
- PO2.8 Indemnity.** Notwithstanding the providing of insurance coverage by the Supplier, the Supplier hereby agrees to indemnify and save harmless the City, its elected officials, directors, officers, employees, servants, agents, and other representatives and each of them from and against claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted (including those suffered and/or initiated by the City and/or by third parties related or unrelated to the City) and in any manner based upon, arising out of, related to,



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occasioned by or attributable to any act or omission of the Supplier, its servants, agents, Sub-Contractors and other representatives, in performing the Work of this Contract, excepting always liability to the extent arising solely out of independent acts or omissions of the City or its representatives.

PO2.9 Insurance. The Supplier shall, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract term, comprehensive general liability insurance in an amount not less than \$5,000,000.00 inclusive per occurrence insuring against bodily injury, personal injury including death and property damage and including liability assumed under Contract with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the City. The policy shall include an endorsement adding the City of Prince George as an additional named insured on the policy. Further, the Supplier shall purchase and maintain any other insurance appropriate for a prudent supplier of the Work. The Supplier will provide the City with evidence of all insurance required under this Contract, in the form of a completed Certificate of Insurance, concurrently with or promptly following Contract formation, and periodically as instructed by the City.

PO2.10 Scope. The Supplier represents and warrants that, if the Work includes the design, creation or provision of a system or management of a program, all components and services (including maintenance and support services) required to run the system or manage the program have been identified in its proposal or bid, or will be provided by the Supplier at no extra charge.

PO2.11 Supplier Representative. The Supplier shall name a project manager or other qualified representative as its primary representative ("**Supplier Representative**"), and the City may include the name of such Supplier Representative in the PO. The Supplier Representative will be the Supplier's primary point of contact with the City, responsible for informing the City in a timely way of any and all matters relating to the completion of the Work, and for receiving oral and written instructions and approvals from the City. If the Supplier Representative is found by the City to be unavailable or undesirable, the Supplier will promptly name a replacement acceptable to the City.

PO2.12 Licenses and Permits. The Supplier will give all the notices and obtain all the licenses and permits required to perform the Work. The Supplier will comply with all laws applicable to the Work or performance of the Contract, including the requirements of the *Freedom of Information and Protection of Privacy Act* of British Columbia applicable to the Supplier as a "service provider" to the City. The Supplier may be required to purchase a City of Prince George business license.

ARTICLE 3 – CITY'S DUTIES AND RESPONSIBILITIES TO THE SUPPLIER

PO3.1 Approvals. The City shall give prompt consideration to all documents relating to the Work prepared by the Supplier (including designs, sketches, drawings, specifications, tenders, proposals, and contracts), and whenever prompt action is necessary, inform the Supplier of the City's decisions in such reasonable time so as not to delay the Work, or to prevent Supplier from forwarding documents or instructions to the Sub-Contractors in accordance with the Contract schedule.

PO3.2 (a) Payment. The City shall pay the Supplier in accord with applicable Rates for the Work performed in accordance with the Contract, within 30 days of receipt of a proper invoice (unless other payment terms are specified in this Contract). The City may, at its sole and absolute discretion hold back from payments otherwise due to the Supplier 200% of a reasonable estimate, as determined by the City Representative, on account of deficient Work. This holdback may be held, without interest, until such deficiency is remedied. The items of deficiency and the amounts of related holdback shall be listed by the City and notice given to the Supplier within seven (7) days of receipt of invoice.

(b) Rates. There shall be no other charges payable by the City under this Contract to the Supplier other than the applicable Rates established under the Contract, and unless otherwise specified herein Rates shall remain fixed throughout the term of the Contract. "**Rates**" mean the applicable pricing, in Canadian funds, to be charged for the Work, as set out in the PO, representing the full amount chargeable by the Supplier for the provision of the Work,



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and unless otherwise specifically set out in the Contract, include: (i) all applicable duties, taxes and levies (e.g. environmental levy); (ii) all labour and material costs; (iii) all travel and carriage costs; (iv) all insurance costs; and (v) all other costs, overhead and profit including any fees or other charges imposed by the laws of Canada and/or any non-Canadian jurisdiction.

(c) Taxes. Unless otherwise specified in the Contract, the Supplier shall remit and pay all applicable taxes, including sales and excise taxes incurred by or on the Supplier's behalf with respect to the Contract. The City is subject to the Goods and Services Tax (GST) and Provincial Sales Tax (PST). All invoices shall identify GST and PST, where applicable, as separate line items, and shall specify the Supplier's GST registration number. To the extent that GST and/or PST is not applicable to specific goods or services provided, the City requests that the Supplier specify such sales tax status on invoices in association with such goods or services. If the Supplier is not a resident of Canada, then a 15% withholding tax may be deducted from the Supplier's payment and submitted to the Canada Revenue Agency (CRA) in accordance to CRA rules, which are accessible on the CRA website.

PO3.3 Access to Property. The City shall arrange and make provision for the Supplier's entry and ready access to property (public and private, apart from Supplier's or its Sub-Contractors' private property) as necessary to enable it to perform the Work.

PO3.4 City Representative. The City shall appoint a City representative in the PO or otherwise in writing from time to time ("**City Representative**"), who shall be the primary representative of the City, and who is authorized to act for the City in all matters related to the Work.

ARTICLE 4 – HEALTH AND SAFETY; ADMINISTRATION AND CO-ORDINATION

PO4.1 Generally. Supplier shall: (i) be responsible in accordance with applicable law for the protection and safety of all persons performing the Work, and for the protection and security of the Work, and related plant, equipment and materials; (ii) ensure that its personnel are properly trained in all applicable safety procedures; and (iii) take all reasonable steps to ensure that no person is injured or property damaged or lost due to the performance of the Work.

PO4.2 WorkSafeBC. Before commencing Work on a work site owned or controlled by the City, and in any event, at any time on written request of the City (including prior to the City making any payment to Supplier), Supplier shall deliver to the City: (i) certificate(s) from WorkSafeBC stating that Supplier and any approved Sub-Contractors obliged to register are registered and in good standing; and (ii) to the extent that any entities (including individuals) performing the Work are not obliged to register for ordinary coverage under the *Workers Compensation Act*, and are not so covered, because they are independent operators or for other reasons, documentation stating that such entities are covered under personal optional protection coverage available through WorkSafeBC, or under equivalent private insurance coverage if requested by the City. Such WorkSafeBC or alternative coverage shall be maintained for the duration of the Contract.

PO4.3 Compliance. Supplier shall comply with all applicable safety laws, including the payment of assessments and dues thereunder, and with all applicable safety policies, practices and procedures communicated by the City to Supplier from time to time.

ARTICLE 5 – TERM & TERMINATION

PO5.1 Term and Renewal. The term of this Contract shall run from the Effective Date up to and including the Expiry Date, subject always to any renewals, extensions or early termination in accordance herewith. Any renewal term(s) for this Contract are as set out in the PO. Notwithstanding any other terms of this Contract, provisions regarding liability, indemnity, confidentiality, unexpired warranty periods, accrued but unpaid payment obligations, and other terms which by their nature are intended to survive the expiration or termination of this Contract, will survive expiration and termination of this Contract for any reason.



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PO5.2 Termination by the City for Default. In addition to any other right that the City may have to terminate this Contract, if (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency; or (b) the Supplier is in default of the performance of any of its obligations set forth in this Contract (each an "**Event of Default**"), then the City may, by written notice to the Supplier, suspend Work and/or require such Event of Default to be corrected. If within seven (7) days after receipt of such notice such Event of Default has not been corrected or reasonable steps to correct such Event of Default have not been taken, the City may immediately terminate this Contract on notice. Following such termination, the City shall pay the Supplier in relation to: (i) proper invoices received but not yet paid, and (ii) all reasonable disbursements incurred regarding Work performed, up to the date of receipt of the notice of Event of Default (or such later date as instructed by the City), subject to any set-off or counterclaim of the City.

PO5.3 Termination for Convenience. The City may terminate this Contract for convenience, by giving sixty (60) days prior written notice to the Supplier. The Supplier may continue to perform further Work during the notice period, but to no greater degree than permitted by the Work schedule, and otherwise as instructed in writing by the City. Following such termination, the City shall pay the Supplier in relation to: (i) proper invoices received but not yet paid, and (ii) all Work performed in accordance with the Contract but not yet invoiced, and (iii) all reasonable disbursements incurred regarding Work not yet performed, up to the last day of Work, subject to any set-off or counterclaim of the City.

PO5.4 Termination by the Supplier. If the City is shown to be in default in the performance of any of its obligations set forth in this Contract, then the Supplier may, by written notice to the City, require such default to be corrected. If within thirty (30) days after receipt of such notice such default has not been corrected, the Supplier may immediately terminate the Contract on notice. Following such termination, the City shall pay the Supplier in relation to: (i) proper invoices received but not yet paid, and (ii) all Work performed in accordance with the Contract but not yet invoiced, and (iii) all reasonable disbursements incurred regarding Work not yet performed, up to the last day of the Contract, subject to any set-off or counterclaim by the City.

PO5.5 Following Termination By Either Party. In the event that, within thirty (30) days from the date of any termination, the parties cannot agree with respect to what, if anything, remains to be paid to the Supplier, the parties may refer the matter of any accounting to arbitration, pursuant to this Contract, unless, in the meantime, either party shall have instituted legal proceedings, in which case the matter shall be dealt with according to such legal proceedings.

ARTICLE 6 –CONFIDENTIALITY AND INTELLECTUAL PROPERTY

PO6.1 Confidentiality. Supplier shall not disclose to a third party any confidential information of the City nor use such information for non-Contract purposes, except with the prior written consent of the City or as otherwise required by applicable law. The terms and existence of Supplier's business relationship with the City shall be deemed to be part of the confidential information of the City.

PO6.2 Work Product. All plans, drawings, specifications, studies, models, reports, photographs, videos, notes, designs, media containing computer software, surveys, calculations and other data, including computer print-outs, and other documents or similar work product required to be delivered to the City for the Work by, through, or on behalf of the Supplier pursuant to this Contract (herein collectively called the "**Work Product**") shall:

- a. conform to all applicable laws, statutes, ordinances, and governmental rules and regulations, shall be accurate and complete and meet generally accepted standards and principles, and shall be sufficient and suitable in every respect for the intended purpose and use of such Work Product;
- b. be, at all times, the sole property of the City, whether the Work Product is completed or initiated, to the extent that the price for such Work Product is paid or payable by the City;
- c. be available to the City at all reasonable times to inspect and copy.



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The Supplier is authorized to use such Work Product only in connection with Supplier's relationship with the City. In the event that the Supplier uses such Work Product for other purposes, or if the Work Product has been modified, altered or revised in any manner whatsoever without notice to the City, and its prior written consent (which consent may be withheld in the City's sole and absolute discretion), and used for a other purposes, the Supplier agrees that it shall:

- (i) pay to the City any and all costs, expense or loss incurred by the City in respect of any violation of its rights and property described herein;
- (ii) assign, transfer and vest in the City any and all of its rights or interest in the Work Product purported to have been given by the Supplier to any user of such Work Product and to cooperate with the City in respect of any legal action or suit brought by the City to prevent the continued use of such Work Product or to claim any damages arising therefrom;
- (iii) indemnify and save harmless the City from and against any and all loss, cost or expense or damages of any kind whatsoever arising directly or indirectly out of any claim, suit, action or proceeding relating to the unauthorized use of the Work Product by the Supplier, its assigns, transferees, licensees, or clients.

PO6.3 Intellectual Property. "Intellectual Property" means any invention or discovery, whether patentable or not; any design capable of being protected as an industrial design, design patent or other design protection; any work in which copyright may exist; any information which may be capable of being protected as a trade secret, and any other intellectual property right.

PO6.4 Foreground IP. If during the course of performing work pursuant to this Contract the Supplier (which includes, Sub-Contractors and their respective personnel) should conceive, develop, create or become the author of any Intellectual Property ("**Foreground Intellectual Property**"), such Foreground Intellectual Property shall be solely and exclusively owned by the City. The Supplier hereby irrevocably and unconditionally assigns, and agrees it shall assign, to the City all right, title and interest to such Foreground Intellectual Property without any additional consideration payable to the Supplier. The Supplier shall be solely responsible for ensuring and shall ensure that any of its or its Sub-Contractor's personnel has agreed to assign and does assign all right, title and interest to such Foreground Intellectual Property to the City, directly or indirectly through Supplier, and Supplier shall obtain all waivers of moral rights necessary, without additional consideration payable to the Supplier or anyone else. The Supplier shall, whenever requested by the City, execute and have executed at its sole expense, any and all applications, assignments and other instruments necessary to confirm or register the City's rights hereunder.

PO6.5 Background IP. For greater certainty, the City shall own the Foreground Intellectual Property in all Work Product and other Work delivered to the City hereunder. Any Intellectual Property in existence prior to the Effective Date of this Contract or created other than in the course of performing work pursuant to this Contract ("**Background Intellectual Property**") shall not be deemed to be Foreground Intellectual Property. To the extent any Background Intellectual Property is incorporated in Work Product or other Work supplied by the Supplier hereunder, the Supplier shall use reasonable efforts to identify such Background Intellectual Property to the City and, for no additional consideration payable by the City, the Supplier shall and hereby does grant, or represents and warrants that the City is or has been granted, perpetual, non-exclusive, irrevocable licenses to such Background Intellectual Property as necessary to allow the City to (a) to use, modify, reproduce and distribute, in any form, the Work Product and other Work and otherwise benefit from those deliverables as contemplated by this Contract; and (b) to authorize other persons, including agents, contractors or subcontractors, to do any of the former on behalf of the City, during the term of this Contract and following expiration or termination for any reason.

PO6.6 IP Indemnity. The Supplier shall indemnify and save harmless the City from and against all losses, damages, costs, expenses (including reasonable legal fees and expenses) and liabilities incurred by the City relating to any actual or threatened claims, actions, suits and other proceedings alleging the infringement of any right, title or interest in Intellectual Property resulting from the performance of the Supplier's obligations under the Contract, or in respect of the use of or disposal by the City of anything furnished pursuant to the Contract in the manner expressly or implicitly contemplated hereunder. At the City's request, the Supplier shall be responsible for settling and/or defending any such claim, actions, suits or proceedings, at the Supplier's sole expense. At the City's request,



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Supplier shall use reasonable efforts to obtain the rights necessary for the City to continue to use Work Product as expressly or implicitly contemplated hereunder.

ARTICLE 7 – SUCCESSORS, ASSIGNMENT AND OTHER TRANSACTIONS

PO7.1 Enurement. This Contract shall enure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors and permitted assigns.

PO7.2 Assignment. Neither party may assign this Contract without the prior consent in writing of the other. Further, Supplier shall notify the City prior to engaging any Sub-Contractor, or joint venture, consortium or team member; making any assignment of this Contract or a part thereof to a third party; entering into any other contract with a third party in connection with the Work under this Contract, and prior to any merger, amalgamation, transfer of a controlling interest in Supplier or a sale of all or substantially all of Supplier's assets. Supplier shall obtain the City's prior written consent to any such transaction, which consent may be withheld in the City's sole and absolute discretion. Supplier's notice and request for consent shall include relevant particulars regarding the intended transaction, including information regarding whether any relevant entities may be subject to any conflict of interest in relation to the Contract. In the event that Supplier fails to comply with any such requirement, the City shall be entitled to terminate this Contract for default in accordance with PO5.2 above.

ARTICLE 8 – NOTICES

PO8.1 Any and all notices or other communications required or permitted by this Contract or by law to be served on or given to either the City or the Supplier by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed or in lieu of such personal service two (2) business days after deposit in the Canadian mail, first-class postage prepaid, certified, return receipt requested. Correspondence to the City shall be addressed to the attention of the City Representative, at the City at 1100 Patricia Boulevard, Prince George, BC, V2L 3V9. Correspondence to the Supplier shall be addressed to the address as specified in the PO. Either party may change its address for the purpose of this Article by giving written notice of such change to the other party in the manner provided in this Article.

ARTICLE 9 – ENTIRE AGREEMENT

PO9.1 This Contract constitutes the sole and entire agreement between the City and the Supplier relating to the performance of the Work, and supersedes all prior agreements between them, whether written or oral, respecting the subject matter hereof, and no other terms, conditions, representations or warranties, whether express or implied, shall form a part hereof. For greater certainty, any "Plantaker Terms of Service" (including the confidentiality provisions therein) agreed upon between the City and the Supplier as part of a competitive solicitation process leading up to the formation of this Contract, and/or any non-disclosure agreement agreed upon between the City and the Supplier as part of discussions leading up to the formation of this Contract, shall continue in full force and effect and be interpreted as a separate and independent agreement alongside this Contract. This Contract may be amended by written instrument signed by both the City and the Supplier, or by offer and acceptance without signatures in the same manner contemplated for Contract formation under PO1.2, above. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. If any term or condition of this Contract is to any extent invalid or unenforceable, the remainder of this Contract shall not be affected thereby.

ARTICLE 10 – SETTLEMENT OF DISPUTES



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- PO10.1** In the event of a dispute between the City and the Supplier, either party may, by mutual agreement, between the City and the Supplier, engage a mediator to assist them in further negotiations towards reaching a resolution.
- PO10.2** Alternatively, or after mediation has failed, the City and the Supplier may, by mutual agreement, submit the dispute to arbitration. This shall be deemed to be a submission to arbitration within the meaning of the *British Columbia Arbitration Act*.
- PO10.3** The decision of the arbitrator shall be final and binding on both parties.
- PO10.4** Alternatively, the City or the Supplier may commence an action at law with respect to the dispute if it cannot be resolved by negotiation either with or without mediation.
- PO10.5** The place of the arbitration shall be Prince George, British Columbia and the language of the arbitration shall be English.
- PO10.6** This Contract will be governed by and will be construed and interpreted in accordance with all laws of the City of Prince George, and the Province of British Columbia, and the federal laws of Canada applicable therein, regardless of applicable conflict of laws principles.

ARTICLE 11 – MISCELLANEOUS

- PO11.1** Subject to PO3.2 above, the City may withhold or deduct from, reduce or set-off against any amount otherwise due to Supplier by the City under this Contract such sums as the City reasonably determines to be necessary to cover any over-payment by the City, or any non-performance, indemnity or liability of Supplier in relation to this Contract.
- PO11.2** The City may, at any time and for any reason, including insufficient budget allocations, suspend performance of the Work by giving notice in writing to the Supplier indicating the expected length of the suspension. Such suspension shall be effective in the manner stated in the notice and shall be without prejudice to any claims which either party may have against the other, including payments to the Supplier for Work. Upon receiving a notice of suspension, the Supplier shall, subject to any directions in the notice of suspension, suspend performance of the Work. Upon expiration of the period of suspension, the Supplier shall resume the Work, and the timelines for performance shall be extended by a period of time equal to the period of suspension, and for a longer period as may be reasonably required by the Supplier to resume the Work. Neither party shall be entitled to reimbursement of costs relating to any such suspension, unless otherwise agreed in writing.
- PO11.3** This Contract does not create any agency or partnership relationship between the parties or authorize a party to use the other party's name or trademarks. This is a Contract for the performance of Work and the Supplier is engaged under the Contract as an independent contractor. Neither the Supplier nor any of its Sub-Contractors nor any of their personnel is engaged by the City as an officer, employee, servant, agent or partner, unless otherwise agreed in writing.
- PO11.4** The parties acknowledge and agree that this Contract is a non-exclusive arrangement, does not guarantee quantities (unless otherwise specifically set out herein) and does not in any manner limit the ability of either party to contact, discuss, negotiate or enter into any agreement with any third party on any matter whatsoever.
- PO11.5** References in the Contract to the singular shall be considered to include the plural as the context requires, and vice versa. The word "includes" and variations thereof shall be interpreted to mean "includes without limitation".
- PO11.6** The express rights and remedies of the parties, including rights of termination, rights to injunctive relief, and rights to specific damages or other compensation, are in addition to and shall not limit any other rights and remedies available to the parties at law or in equity.

ARTICLE 12 – OTHER DEFINITIONS



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PO12.1 "Effective Date" shall mean the date first set out in the PO;

PO12.2 "Expiry Date" shall mean the date set out as such in the PO, and if no such date is set out, then the Expiry Date shall mean the date when all Work has been done or supplied to the City;

PO12.3 "Sub-Contractor" shall mean any entity not party to this Contract and not employed by the Supplier as an employee but engaged by the Supplier in connection with performing the Work;

PO12.4 "Supplier" shall mean the individual (including any consultant), partnership, company, joint venture or consortium, or other entity or entities named as "Vendor" in the PO;

PO12.5 "Work" shall mean all items, equipment and other goods, all services (including any consulting services), all labour and materials, and anything else to be done or supplied by the Supplier, as required by the Contract;

PO12.6 "Work Product" shall have the meaning set out in PO6.2 of this Contract.

Goods, Services & Consulting