

**TOWN OF THREE RIVERS  
FORM OF AGREEMENT**

BETWEEN

\_\_\_\_\_ (herein after called the Contractor) PARTY OF THE  
FIRST PART

AND:

**TOWN OF THREE RIVERS** (herein after called the “Town”) PARTY OF THE  
SECOND PART

WHEREAS the Parties hereto are desirous of entering into a formal agreement setting out the terms and conditions of employment and service.

NOW THEREFORE THIS AGREEMENT WITNESS TO that in consideration of the premises and of the mutual and several promises and undertakings hereinafter expressed, the Parties hereto covenant, undertake and mutually agree and promise each other as follows:

**1. GENERAL COVENANT**

The Vendor hereby covenants and agrees with the Town as herein provided in connection with the following work, namely that as provided in Schedule “A” (attached);

**2. CONTRACT REQUIREMENTS AND RESTRICTIONS**

2.1. Contract Pre-Conditions:

As a condition of the Town of Three Rivers awarding this contract, the Vendor agrees to supply the Town with the following documentation for each year of the contract.

2.1.1. A certified copy of the Contractor’s current liability insurance policy or renewal certificate: a certified copy of all renewals shall be submitted by the Vendor as required during the term of this contract.

2.2. Observance of Laws and Regulations

The Vendor or his agent(s) must act in conformity with all applicable legislation, including but not limited to, the Roads Act, Vehicle Weights Regulations made pursuant thereto, Highway Safety Act, Occupational Health and Safety Act and all regulations made pursuant thereto.

2.3. Inadequate Performance

The parties agree that this agreement may be terminated if the Vendor is in breach of any of the provisions of this agreement or if the Vendor is not competent in the performance of his duties.

2.4. Indemnification

The Vendor shall indemnify and hold harmless the Town, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of work (herein called the “claims”), provided that any such claim is caused in whole, or in part, any act, error or omission including but not limited to those of negligence of the Vendor anyone directly, or indirectly, employed by the Vendor or anyone for whom the Vendor may be liable.

2.5. Insurance Requirements

The Vendor shall without limiting his obligations or liabilities herein, and at his own expense, provide and maintain the following insurances in forms and amounts acceptable to the Town.

Comprehensive General Liability- in an amount not less than \$3,000,000.00 inclusive per occurrence against bodily injury and property damage. The Town of Three Rivers, and any other funding partners are to be added as an additional insured under this policy and such insurance shall include, but not be limited to:

- 2.5.1. Blanket Written Contractual Liability Including this agreement;
- 2.5.2. Personal Injury Liability;
- 2.5.3. Non-owned Automobile Liability;
- 2.5.4. Cross- Liability;
- 2.5.5. Operation of Machinery;

Automotive Liability of vehicles owned, leased, operated or licensed in the name of the Vendor shall be in an amount not less than \$1,000,000.00

All of the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Town nor by any other form of recovery available.

Proof of Insurance

A certified copy of the required insurance shall be furnished to the Town prior to commencement of work and a certified copy of the renewals shall be submitted by the Vendor to the Town prior to November 1<sup>st</sup> in each subsequent year of the Contract term.

Approval by the Town of any insurance policy of the Vendor shall in no way relieve the Vendor of his obligations to provide the insurance referred to in the contract nor shall it imply that the policies are in accordance with the terms of this agreement.

- 2.5.6. All required insurance shall be endorsed to provide the Town with thirty (30) days advance written notice of cancellation or material change.
- 2.5.7. The Vendor hereby waives all rights of recourse against the Town regarding damage to the Contractors property.
- 2.5.8. The Vendor shall require and ensure that each sub-Vendor maintain liability insurance comparable to that which is required by this contract.

2.6. Responsibility of the Contractor

The Contractor, the Contractors agents and all workmen and persons employed by or under the control of the Contractor, and all servants and agents of sub-contractors, if any, shall use due care that no person or property is injured and that no rights are infringed in

the performance of the work, and the Vendor shall be solely responsible for all damages, by whomever claimable, in respect of any injury to persons or to property of whatever description, and in respect of an infringement of any right, privilege or easement whatsoever, occasioned in carrying on the works or any part thereof, or by any neglect, misfeasance or nonfeasance on the Contractors part, or on the part of any of the Contractor's agents, workers or persons employed by or under the control of the Vendor or any sub-contractor, their servants or agents, and shall, at the Contractor's own expense, make such temporary provisions as may be necessary to ensure the avoidance of any such damage, injury or infringement, and to prevent the interruption of or damage or performance to, the traffic on any public or private road, and to secure to all persons and corporations the interrupted enjoyment of all their rights, in and during the performance of any said work.

2.7. Sub-contracting and Assignment

The Vendor may, if he in any way is not able to complete his work, with prior approval of the Town, hire a third party to carry out the required work. In such a case, all work must be carried out in accordance with this contract and remains the responsibility of the Contractor.

**3. SCOPE OF WORK & SERVICE LEVELS & STANDARDS**

General

3.1. Service Levels

The Vendor shall provide all materials and equipment necessary to complete his obligations under this contract as presented in Schedule "A".

**4. COMMUNICATIONS**

4.1. Town Communications with Contractors

The Vendor is required to provide the Town with the name of his Vendor representative and/or alternate as well as telephone numbers for a cellular phone, a home phone for the contact person for 24 / 7 communications.

**5. PAYMENTS**

5.1. Terms of Contract

This Contract is to provide "Electric Ice Re-surfacer" as presented in Schedule "A".

5.2. Method of Payment

The Vendor shall be paid in accordance with invoices submitted to the Town and approved by the Administrator. Typically, an invoice will be considered for payment once the invoiced work has been completed.

**6. GENERAL PROVISIONS**

6.1. Occupational Health and Safety Act

All regulations made pursuant to the O.H.& S. Act apply to this contract.

6.2. Prevailing Law

This agreement shall always and in all respects be governed and construed in accordance with the laws of the Province of Prince Edward Island.

6.3. Severability

In the event that any provisions in this agreement shall be deemed to be void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

6.4. Waiver

The waiver by either party of any breach or violation of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach or violation of it.

6.5. Modification

Any modification of this agreement must be in writing and signed by the parties or it shall have no effect and shall be void.

6.6. Entire Agreement

This agreement constitutes the entire agreement between the parties.

6.7. Headings

The headings utilized in this agreement are for convenience only and shall not be construed in any way as additions to or limitation of the covenants and agreements contained herein.

6.8. Time

All times stated herein shall be as of Atlantic Time Zone.

6.9. Binding Effect

It is further agreed and declared that words in the singular include the plural and words in the plural include the singular, and words importing the masculine gender include the feminine and neuter genders where the context so requires.

6.10. Wages

The Vendor is responsible for the payment of the wages of any employee in his employ. He is responsible for and shall pay all dues and assessments payable under the Workers Compensation Act, the Employment Insurance Act and any other Act whether it be Provincial or Federal in respect of himself, his employees and operations and shall, upon request, furnish the Town with satisfactory evidence that he has complied with the provision of such Acts.

