

CITY OF COLUMBIA HEIGHTS

THE FOLLOWING TERMS APPLY TO CITY PURCHASE ORDERS ISSUED FOR GOODS AND SERVICES:

1. "Contractor" means the person, firm, or corporation from which the merchandise or service has been ordered.
2. The Contractor may not assign this purchase order without the City's prior written consent. No waiver or a breach of any provision of the agreement shall constitute a waiver of any other breach of such provision or of any other provisions. The merchandise and/or services hereunder shall comply in all respects to the specifications or descriptions on the purchase order.
3. The Contractor shall be responsible to perform all work and/or supply all materials as specified and insure proper conduct of the work as well as proper operation of any equipment installed as set forth on the purchase order.
4. The Contractor shall complete all work and/or supply all materials as specified within the time set forth on the purchase order.
5. All work and materials are subject to the City's inspection within a reasonable time after receipt of the materials or after completion of the work. If, upon inspection, any work or materials are found to be unsatisfactory, defective, or inferior quality or workmanship, or fail to meet the specifications or any other requirements of this agreement, the City may require said work to be corrected or material to be replaced at the Contractor's expense. Payment for work or materials prior to inspection thereof shall not be construed to be an acceptance of unsatisfactory or defective workmanship or materials.
6. The Contractor warrants that the work and material will conform to its description and any applicable specifications and shall serve the purpose for which it is being purchased or installed. This warranty is an addition to any standard warranty or service guarantee given by the Contractor to the City or any warranty provided by law.
7. The Contractor warrants that all material and/or labor is free and clear of all liens and encumbrances.
8. The Contractor agrees that during the life of this agreement the Contractor will not, within the State of Minnesota, discriminate against any employee or applicant for employment because of race, color, creed, age, national origin or ancestry, and will include a similar provision in all subcontracts entered into for the performance hereof. The Contractor certifies that he/she is in compliance with the Affirmative Action requirements of Resolution No. 72-56 of the City of Columbia Heights.
9. In the event of a breach of any of the terms of this agreement including the Contractor's warranties, the City may, at its option and without prejudice to any of its other rights, cancel any undelivered work or material.
10. The Contractor further agrees to take all possible precautions to protect the public against injury and to save the City harmless from all damages and claims that may arise by reason of any negligence of the Contractor or the Contractor's agents or employees while engaged in the performance of this agreement, and will indemnify the City against all claims, liens, expenses, and claims for liens of work, tools, materials, machinery, or insurance premiums or equipment or supplies and against all loss by reason of failure of the Contractor in any respect to perform all obligations of this agreement.