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The following Definitions apply to the interpretation of the Construction General Conditions;

1. **“Contract”** or **“Agreement”** means a written document between the County and another party for the purchase of Goods, Services or Construction pursuant to this Request;
2. **“Deliverables”** or **“Scope of Work”** or **“Terms of Reference”** means everything developed for or provided to the County in the course of performing the Contract or agreed to be provided to the County by the Bidder or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, as further defined in the Request, including but not limited to any Goods or Services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;
3. **“Haldimand County”** as defined by Bill 125. Haldimand County may also be referred to in this document as “County”, “the County”, “Municipality”, “Corporation” or “Owner”;
4. **“Hot Mix Asphalt”** shall also mean **“Cold Mix Patching Material”**
5. **“Successful Bidder”** or **“Consultant”** or **“Supplier”** or **“Provider”** or **“Vendor”** or **“Contractor”**, shall mean the Bidder who has met or exceeded the minimum requirements of the bid document in its entirety as determined by Haldimand County in its absolute discretion and is being recommended for award.

GC 1.0 Haldimand County Procurement Policy and Procedures

- 1.1 Consultants responsible for developing and/or issuing bid documentation and/or addenda on behalf of the County shall make themselves familiar with the County's Procurement Policy and Procedures and utilize the County's bid documentation templates to ensure consistency and compliance with the Policy and Procedures.

GC 2.0 Compliance with the Law

- 2.1 The Contractor shall comply with all Federal, Provincial and Municipal Laws and regulations in performing the Contract including, without limitation, the Occupational Health and Safety Act, or any successor legislation, as applicable, and to provide to the County, upon request, reports confirming such compliance.
- 2.2 The Contractor shall comply with the Human Rights Code and refrain from acts of discrimination and harassment in the same manner as would apply to employees of the County pursuant to its Code of Conduct.

GC 3.0 Confidential Information

- 3.1 The County's files, forms, procedures, documentation and related data that may be used to gather information to complete the scope of work are the sole property of the County and the Contractor and its employees shall not, either during the term of the Contract, or anytime thereafter, disclose to any person, firm or corporation any information concerning the affairs of the County.

All reports, procedures and documentation relating to the scope of work and deliverables produced or developed by the Contractor and its employees on behalf of the County during the term of this Contract become the property of the County unless otherwise noted.

Upon written request from the County, the Contractor agrees to deliver to the County all materials and information specified in the request that is the property of the County and in the possession or under the control of the Contractor.

- 3.2 Upon termination or expiry of this Contract, the Contractor shall return to the County all written or descriptive matter, including but not limited to drawings, descriptions, or other papers, documents or any other material which contains any confidential information. Except as expressly provided in this paragraph, no confidential information shall be disclosed without the approval in writing of the County; and

- a. the Contractor shall hold all confidential information obtained in trust and confidence for the County and shall not disclose any such confidential information, by publication or other means, to any person, Contractor or other government agency nor use same for any other project other than for the benefit of the County as may be authorized by the County in writing;
- b. any request for such approval by the County shall specifically state the benefit to the County of disclosure of confidential information;
- c. any use of the confidential information shall be limited to the express purposes as set out in the approval of the County; and
- d. the Contractor shall not, at any time during or after the term of this Contract, use any confidential information for the benefit of anyone other than the County.

GC 4.0 Right of Ownership and Use

- 4.1 Haldimand County will retain and have full ownership of all materials and information produced under the Contract with the Bidder, regardless of any Contract cancellation or Contract expiration.
- 4.2 Upon completion or termination of this Contract, all information, computer software, data, material, sketches, plans, designs, notes, documents, memoranda, specifications or other paper writing gathered, assembled, or prepared by the Contractor, its employees, servants, subcontractors or agents (hereinafter collectively referred to as "the material") shall become the sole property of the County including copyright with respect to all such material. The Contractor shall execute any documents required to give effect to the foregoing.
- 4.3 The Contractor waives in whole and in part any and all moral rights arising under the Copyright Act in the material as against the County and anyone claiming rights of any such nature from or through the County. Further, the Contractor represents and warrants that its employees, servants, subcontractors and agents have waived or shall waive in whole and in part any and all moral rights arising under the Copyright Act in the material as against all parties, including the Contractor and the County, and anyone claiming rights of any such nature from or through the County.

GC 5.0 Successors and Assigns

- 5.1 This Contract shall enure to the benefit of and be binding on the parties hereto, and its respective heirs, successors, and assigns. Provided, however, that the Contractor shall not assign this Contract nor any interest

therein without the prior written consent of the County, and for the purposes of this Contract, assignment shall include any transfer in the majority ownership or controlling interest in the Contractor, whether through the sale of shares, direct acquisition of assets or otherwise.

- 5.2 Where the Contractor intends to use the services of subcontractors to complete its duties pursuant to this Contract, such subcontractors must first be approved in writing by the County. Where the identity of a subcontractor was disclosed to the County by the Contractor in its bid documents during any bidding process preceding the award of this Contract, further disclosure of such subcontractor shall not be required if the award of such subcontract is in exact accordance with the previous disclosure.
- 5.3 Where the Contractor is permitted to use subcontractors to complete its duties hereunder, the Contractor shall be held as fully responsible to the County for the acts and omissions of its subcontractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by the Contractor.

GC 6.0 No Increase in Rates

- 6.1 No claim for any increase in rates or other prices quoted in the Contract will be entertained by the County, nor shall the Contractor be entitled to make any claim on the grounds of misrepresentation, nor on the grounds that any promise or guarantee by the County or its agents or employees or any other person was given.
- 6.2 The single exception to the requests for increases or decreases will apply to the per tonne price of cold mix patching materials and shall be based on the following formula:

Hot Mix Asphalt pricing based on the Liquid Asphalt Cement Price Index (applies to items paid on a tonnage basis only).

Haldimand County will adjust the payment for hot mix asphalt to the Contractor based on changes to the Ministry of Transportation's (MTO) Performance Graded Asphalt Price (PGAC) price index. The price index is published monthly in the MTO Contract Bulletin and will be displayed on the OHMPA (<http://www.ohmpa.org>) and MTO websites (www.raqsa/mto.gov.on.ca). The price index will be used to calculate the amount of the payment adjustment per tonne of new asphalt cement.

The price index will be based on the price, excluding taxes, FOB the depots in the Toronto area, of asphalt cement grade PG 58-28 or equivalent. One index will be used to establish and calculate the payment adjustment for all

grades. The price index for each month will reflect the previous month's prices.

A payment adjustment per tonne of new asphalt cement will be established for each month in which paving occurs when the price index for the month differs by more than \$15.00/tonne from the price index for the month in which the tender closed. When the price index differential is less than \$15.00/tonne, there will be no payment adjustment for that month.

The payment adjustment per tonne will apply to the quantity of asphalt cement purchased during the month. The payment adjustment for the month will be calculated by the following means:

- a. **When AC Prices are Rising** by more than a \$15.00/tonne difference: the payment adjustment to be paid to the Contractor is the result of subtracting the price index in effect when the tender closed from the price index in effect when paving took place, minus the \$15.00 float, multiplied by the number of tonnes of PGAC incorporated in the mix as determined by the job mix formula. If the answer is negative, no adjustment is made.
- b. **When AC Prices are Falling** by more than \$15.00/tonne difference: the payment adjustment made in favour of the County is the result of subtracting the price index in effect when paving took place from the price index when the tender closed, minus the \$15.00 float, multiplied by the number of tonnes of PGAC incorporated in the mix as determined by the job mix formula. If the answer is negative, no adjustment is made.

The quantity of new asphalt cement includes all grades of asphalt cement supplied by the Contractor with and without polymer modifiers. For each month in which a payment adjustment has been established, the quantity will be calculated using the hot mix quantity purchased that month and its corresponding total asphalt cement content as required by the job mix formula.

Example 1 – AC prices rising by more than \$ 15.00 / tonne

- PGAC 64-28 specified, 3,000 tonnes of HL3 @ 5.2% AC (156.0 tonnes AC)
- Price Index on April 5, 2005 on tender closing \$330/tonne (PG 58-28)
- Price Index on August 17 - 24, 2005 actual paving dates – \$365/tonne (PG 58-28)
- Payment adjustment to be paid to the Contractor: $(\$365 - \$330) - \$15$ (float) = $\$20 \times 156$ tonnes AC = \$3,120.00

Example 1 – AC prices falling by more than \$ 15.00 / tonne

- PGAC 58-28 specified, 4,500 tonnes of HL4 @ 4.6% AC (207.0 tonnes AC)
- Price Index on April 5, 2005 on tender closing \$330/tonne (PG 58-28)
- Price Index on October 11 - 18, 2005 actual paving dates - \$285/tonne (PG 58-28)
- Payment for hot mix items reduced by: $(\$330 - \$285) - \$15$ (float) = $\$30 \times 207$ tonnes AC = \$6,210.00

If the AC Index has not changed more than \$15.00 per tonne up or down, no adjustment is required. Only the amount of the change that is greater than \$15.00 is used to calculate payment adjustments.

The payment adjustment calculated using this formula is full compensation for any and all PGAC grades specified.

This AC price adjustment applies only to items that are measured on a tonnage basis; there will be no AC price adjustment for asphalt measured for payment on a square meter basis or for asphalt not measured but included in payment under other items.

GC 7.0 No Guarantee of Volume of Work or Exclusivity of Contract

- 7.1 Haldimand County makes no guarantee of the value or volume of work to be assigned to the Contractor. The Contract will not be an exclusive contract for the provision of the described Deliverables. Haldimand County may enter into Contracts with others for the same or similar Deliverables to those described in the Request or may obtain the same or similar Deliverables internally.

GC 8.0 Work Approval

- 8.1 The Contractor shall keep confidential all information in connection with and developed as part of the work until the necessary approvals are provided by Haldimand County.

End of Part I: General Terms

GC 9.0 Conduct of Work

- 9.1 The Contractor shall carry out the work in a diligent and efficient manner, ensuring the work is of proper quality, material and workmanship.

GC 10.0 Layout of Work

- 10.1 The Contractor shall be responsible for the true and proper setting out of the work and for the correctness of the position, elevation and alignment of all parts of the work in accordance with accepted survey procedures. Using qualified personnel and following accepted engineering practice, the Contractor shall calculate, layout, establish and maintain all lines and grades necessary for the construction and verification of the work. The Contractor shall provide such information verbally or in writing on the calculations, layout, lines and grades as the Contract Administrator may at any time require.
- 10.2 The Contract Administrator will provide basic horizontal and vertical control from which the location of the work may be determined. Horizontal control will consist of either survey reference points sufficient to locate the centreline, or co-ordinated control points and their values, sufficient to lay out the work. Vertical control will consist of one or more benchmarks on or near the site. During the progress of the work the Contractor shall notify the Contract Administrator forthwith of any errors, omissions or inconsistencies in the geometric information and the controls provided by the Contract Administrator.
- 10.3 All reference points and benchmarks provided by the Contract Administrator will be located and identified to the Contractor on the site at the start of the Work. These reference points and benchmarks shall be preserved by the Contractor; in the event of their movement, destruction or removal by him or his sub-contractor(s), such reference points and benchmarks shall be replaced at his expense.
- 10.4 The Contractor shall provide all stakes required for layout purposes. There will be no separate payment made for this requirement, cost of same being deemed to be included in the unit prices for the Contract.

GC 11.0 Work Hazards

- 11.1 It is the responsibility of the successful Bidder to address all work hazards that could reasonably be expected on the job site and develop procedures for the protection of the workers and general public to include but not limited to:
 - a. Tag and lockout
 - b. Pinch points and guarding
 - c. Equipment use, maintenance and operation including no climbing policy

- d. Reporting and documentation of accidents, incidents and unsafe circumstances
- e. Operation of equipment near power lines
- f. Hygiene
- g. Emergency procedures
- h. Handling and disposing of sharp objects
- i. Use, wearing and care of personal protective equipment
- j. Material handling

11.2 Workplace safety meetings, initial and on-going operator training shall include discussion and demonstration of:

- a. Basic mechanical workings related to equipment
- b. Procedures available to level roads where that is a problem
- c. Importance of vehicle checks (eg. Circle checks) and other documentation which ensures safe functioning of vehicles
- d. Manufacturers manuals and safety guidelines

GC 12.0 Safety

12.1 The Contractor is required to conform to the Occupational Health & Safety Act (OHSA) and any other applicable Safety Regulations relating to the performance of the scope of work required in this Contract.

12.2 The Contractor is responsible for ensuring the safety of the general public and its workers including personal protective equipment such as but not limited to hard hats, safety glasses, steel toed boots, etc.

12.3 It is the Contractor's responsibility to monitor compliance and where necessary, correct and or discipline the workers.

12.4 Failure to comply with the OHSA, County Policy, the Environmental Protection Act, the accepted industrial standards and applicable regulations may cause the performance of the work to be suspended or the Contract to be cancelled.

GC 13.0 Working Around Railways

13.1 The Contractor shall be responsible for contacting the appropriate railway agency to arrange for flagmen, protection, clearance, etc. before working on or in the immediate vicinity of the railway tracks or right of way. The Contractor should give enough warning to the agency (usually 48 hours) prior to the commencement of work, on or near the railway. No work shall be done in these areas without clearance from the railway authority.

GC 14.0 Utilities

- 14.1 The Contractor is responsible for arranging for utility locates. It is the Contractor's duty to ensure the correctness of all locates before performing work in a sensitive area. Any costs that the County may face in regards to the Contractor disrupting utility services will be directed to the Contractor and/or their insurance company for resolution as a 3rd party claim

GC 15.0 Site Storage

- 15.1 The Contractor shall be governed by the direction of the Owner or authority having jurisdiction as it pertains to the on-site storage of equipment and materials. The Contractor shall immediately move or remove any equipment or materials at the Contractor's sole expense, as directed by the Owner or authority having jurisdiction. The Contractor shall be solely responsible for site security and all materials on site, in use, in storage, or otherwise.

GC 16.0 Disposal

- 16.1 Disposal shall be such as not to be unsightly or potentially unsightly when viewed from the right-of-way, shall be carried out in an environmentally acceptable manner, and shall avoid any environmentally sensitive areas identified in the Contract.
- 16.2 The Contractor shall remove and dispose of all surplus excavated material, which shall be disposed in areas provided by the Contractor outside the limits of the Contract, at his own expense, in accordance with OPSS 180 or as instructed by the County.

GC 17.0 Supply of Materials

- 17.1 The Contractor shall be responsible for the supply of all temporary and permanent materials required to complete the project in every detail as shown on the Contract Drawings and Specifications.
- 17.2 Haldimand County reserves the right to reject any supplier and or materials at the sole discretion of Haldimand County.

GC 18.0 Acceptance of Materials

- 18.1 Testing of all materials shall conform to the specifications. Tests are required for every different source of aggregate materials (pit, quarry, etc). The cost for all material testing shall be borne by the Contractor. The County reserves the right to perform correlation testing at any time. Should any test not conform to the Specifications, the Contract Administrator may disqualify that particular

- lot of material.
18.2 The county will only accept stockpiles tested and approved.

GC 19.0 Testing of Mix Designs

- 19.1 The Contractor shall provide a Mix Design for all asphalt, recycled asphalt products, and concrete materials as specified in this Contract. Mix Designs shall be prepared by a Geotechnical Engineering Firm certified by the CCIL in accordance with the Ontario Provincial Standards and Specifications. Mix Designs shall be submitted to the County for approval at least ten (10) days prior to commencement of the delivery of asphalt.

GC 20.0 Quality Assurance Testing – Geotechnical Engineering Firm

- 20.1 If the County requires the Contractor to engage the services of Geotechnical Counsel, the personnel and facilities shall have appropriate Canadian Council of Independent Laboratories (CCIL) certification to provide QA testing results on material used in the execution of this Contract.
- 20.2 The Consultant must carry out all sampling in accordance with accepted sampling methods in the presence of County Staff. The sampling method is to be described on the report.

GC 21.0 Dust Control

- 21.1 The Contractor shall maintain all construction zones in a manner so as not to cause undue dust to neighbouring properties. The Contractor shall be responsible for the costs of maintaining dust control on site.

GC 22.0 Haulage Routes

- 22.1 The Contractor shall at all times keep their haulage routes free from materials spilled on the street surfaces by his equipment, and shall maintain the streets in clean condition to the satisfaction of the street authorities. The Consultant may inspect haulage routes, the site and adjacent premises daily and may halt operations or may carry out such additional cleaning operations as he considers necessary, deducting the cost from monies due or to become due to the Contractor.
- 22.2 No separate measurement or payment will be made for any additional expense to the Contractor as a result of the requirements under this subsection.

GC 23.0 Private Property

- 23.1 The Contractor shall assume full responsibility for crossing or making use of

private property and shall obtain all necessary permission in connection therewith.

- 23.2 The Contractor is responsible for keeping the property owners, who may be inconvenienced in any way by construction, informed prior to commencing the operation.
- 23.3 This requirement applies to, but is not limited to, cutting off of driveways, disrupting services, removing mail boxes or in any way disrupting mail service, temporary drainage problems and encroachment on private property.
- 23.4 Any damage to private property is to be brought to the attention of the property owner and the County within twenty (24) hours. The notification shall include an outline as to when and how the damage will be repaired.

GC 24.0 Protection of Public and Traffic

- 24.1 All traffic control, procedures and devices shall be provided by the Contractor and conform to the requirements of the following references:
 - a. The Ministry of Transportation "Ontario Traffic Manual (OTM) Book 7, latest revisions.
 - b. The Ministry of Transportation "Manual of Uniform Traffic Control Devices" (MUTCD).
 - c. Canadian General Standards Board.
 - d. C.G.S.B. Standard 62-GP-11M, May 1978 - Reflective Materials and Surfaces and/or latest updates/revisions.)

GC 25.0 Traffic Control

- 25.1 The Contractor will be responsible for maintaining one lane of vehicular traffic. The Contractor shall avoid the blocking of vehicular or pedestrian traffic for a longer period than is necessary for the proper construction of the Work.
- 25.2 Construction signs, barricades, warning signs, lanterns, lights and all necessary detour signs within the limits of the Contract shall be maintained throughout the course of the Work, all at the expense of the Contractor and to the satisfaction of the Contract Administrator.
- 25.3 Detour signing, in the event detours are required and/or permitted, outside of the Contract limits shall also be carried out by, and at the expense of the Contractor.

GC 26.0 Signalling

- 26.1 The Contractor shall provide, at his own expense, flag persons where

additionally required for the direction of traffic. The flag persons shall be on duty continuously when construction is being carried out adjacent to traffic, unless directed otherwise by the Contract Administrator.

GC 27.0 Watercourse / Fisheries Protection – General

27.1 At all times, the Contractor’s operations shall be controlled so as to prevent the entry of deleterious materials to watercourses. Controls shall include, but not be restricted to the following:

- a. Erosion and sedimentation control, and protection of environmentally sensitive areas shall be in compliance with requirements that may be specified elsewhere in the Contract.
- b. Watercourses shall not be diverted or blocked, and temporary watercourse crossings shall not be constructed or utilized, unless otherwise specified in the Contract.
- c. Where the Contract does not require work in watercourses or on watercourse banks, equipment shall not be operated within such areas.
- d. Where the Contract requires work in watercourses or on watercourse banks, such work shall comply with operation constraints specified elsewhere in the Contract.
- e. Construction materials, excess material, construction debris and empty containers shall be stored away from watercourses and watercourse banks.
- f. All equipment maintenance and refuelling shall be controlled so as to prevent any discharge of petroleum products. Vehicular maintenance and refuelling shall be conducted away from watercourse banks.

27.2 In the event that the Contract Administrator determines that controls are unacceptable, the Contractor shall cease those operations, as identified by the Contract Administrator. Such operations shall remain suspended until otherwise directed by the Contract Administrator in writing.

GC 28.0 Medical and Sanitary

28.1 The Contractor shall provide all necessary sanitary installations and medical supplies and facilities for his employees to the satisfaction of the Owner. Should the Contractor fail to do so, then the Owner may provide what is necessary and deduct the amount of any expenditure incurred from any monies due to the Contractor.

GC 29.0 Rights of Others

- 29.1 During the progress of the work, if it is necessary for other contractors or persons to do work in or about the site of the work, the Contractor shall afford such facilities as they may be required.

GC 30.0 Notifications

- 30.1 The Contractor is responsible for notification to the Police Department, the Fire Department and Ambulance Services before closing any roadway to traffic. In the case where the roadway is utilized as a school bus route, the Contractor shall notify the appropriate educational authority. The notifications shall be made in writing, with copies provided to the Contract Administrator.

GC 31.0 Notices, Permits and Licenses

- 31.1 The Contractor shall obtain all necessary notices, shall apply for all permits, licenses and inspections, and shall pay all fees for such notices, permits, licenses and inspections required to complete the Work unless otherwise outlined in the Specifications. The Contractor shall notify the Consultant before any application for a license or permit is made in order that the Consultant may be represented if and when such application is made.

GC 32.0 Contractor's Supervision Onsite

- 32.1 The Contractor shall provide a competent representative to be constantly on site during all working hours and ongoing throughout the execution of the Works. The Contractor's representative shall, at all times, be in full control and be responsible for all activities and all phases of Work including those portions of the Works performed by sub-contractors.

GC 33.0 Inspections

- 33.1 Haldimand County shall have an Inspector on site as required during the entire construction period. The Contractor shall co-operate with the Inspector and provide any data or information requested by the Inspector. The Contractor shall also provide reasonable assistance to the Inspector for taking required measurements.
- 33.2 The Contractor must arrange for the Inspector's presence prior to undertaking work as stipulated by the County. A minimum of forty-eight (48) hours notice shall be provided so that provisions for inspection and/or layout may be accomplished.

GC 34.0 Removal of Employee for Cause

- 34.1 Should any employee of the Contractor or any subcontractor give any just cause for complaint, the Manager of Legal and Support Services / designate

shall be the sole judge but which may include but which shall not be limited to the use of foul language or the use of drugs or alcohol while performing contracted works. The Manager of Legal and Support Services / designate shall notify the Contractor in writing, stating the reasons therefor, and the Contractor shall dismiss such person forthwith and he/she shall not again be employed by the Contractor on the project without the prior written consent in writing of the Manager of Support Services.

GC 35.0 Remedies for Non-Performance

35.1 In the event that the Contractor fails to perform any obligation hereunder, the County shall be entitled to exercise any one (1) or more of the following remedies:

- a. the County may withhold any payment due hereunder until the Contractor has remedied its failure; and/or
- b. the County may immediately terminate this Contract; and/or
- c. the County may exercise any other right available to it in law or equity.

35.2 Unless the County expressly agrees to the contrary, any failure of the County to exercise any of the foregoing remedies, or the granting of any extension or indulgence, shall not be prejudicial to the right of the County to subsequently obtain such remedies, and the Vendor expressly waives any defences of laches or promissory estoppel.

GC 36.0 Appraisal Forms

36.1 Haldimand County conducts performance appraisals on all contracted work. The appraisals will be retained on record by the County and will be used in determining future awards. Copies of the completed evaluation form will be forwarded to the contracted provider.

GC 37.0 Dispute Resolution

37.1 In the event of a dispute between the Contractor and the County concerning an aspect of the Contract, the parties agree to deal with the dispute in the following sequential manner:

- a. provide written notice to the other party outlining the area of the dispute. Representatives of each party shall meet within eight (8) days and attempt to negotiate a resolution;

- b. if the dispute is not satisfactorily resolved, then the parties shall, within an additional eight (8) days, have a meeting with the Contractor’s CEO and the CAO of the County (or functional equivalents);
- c. if the dispute is still not resolved at the meeting, then the parties will jointly select an individual from the roster of mediators at the ADR Institute of Ontario Inc. to mediate the dispute within fifteen (15) days. If the parties cannot agree on a mediator, one will be appointed by the ADR Institute of Ontario.

GC 38.0 Claims Management

- 38.1 The Contractor shall respond to, and deal with, all third-party claims in a prompt, courteous and efficient manner. Upon being notified in writing of a third-party claim, the Contractor shall contact the third-party claimant(s) and acknowledge their claim, in writing, within three (3) Working days. The Contractor shall provide the County’s Contract Administrator or designate with notice of the third-party claim within ten (10) Working days and continue to forward copies of all correspondence between the Contractor and/or its agents and the third-party claimant until the claim is resolved.
- 38.2 The Contractor shall not advise the third-party claimant that Haldimand County is responsible for their claim.
- 38.3 If in the sole discretion of the County, acting reasonably, a claim is not being dealt with in a manner consistent with the provisions of this Contract, which includes without limiting the generality of the foregoing:
 - a. Failure of the Contractor to acknowledge receipt of the third-party claim in the manner set out herein
 - b. Failure to resolve the third party claim to the satisfaction of the County within ninety (90) days of receipt of the third-party claim;

The County may appoint an insurance adjuster or other person to settle any third-party claims arising from this Contract. Any expenses incurred or compensation paid by the County in satisfaction of any third-party claim determined to be the Contractor’s responsibility, plus all associated costs incurred by the County, shall be deducted from monies owing to the Contractor.

- 38.4 Notwithstanding 21.3, the County may withhold funds in the amount of any third-party claim received, plus the greater of one thousand dollars (\$1,000) or 25% of the amount claimed, from monies owing to the Contractor by the County.

- 38.5 If, in the performance of the Contractor's operations or activities, Haldimand County suffers damage in any manner the Contractor shall make good such damage within 30 days of being notified of the damage.

If said damage may result in imminent or actual danger to the life, health or safety of the public; or damage or destruction of real property, the Contractor shall take immediate action to rectify the issue. Should the Contractor fail to respond immediately, the County may take any action necessary to rectify the issue and provide notification to the Contractor prior to, during or after the rectification process. Any costs that the County may incur as a result of the rectification process may be allocated against the Contractor.

GC 39.0 Guaranteed Maintenance / Warranty

- 39.1 The finished product shall be warranted, covering all Contractor supplied materials and workmanship for a period of two (2) years from the date of final acceptance of the Work.
- 39.2 The Contractor will be required to make permanent repairs, satisfactory to the County, for any area identified as being deficient due to materials or workmanship used in the Works at the sole discretion of the Owner.
- 39.3 Should the Contractor fail to comply with the required repairs, the Owner may, after providing the Contractor fourteen (14) calendar day's written notice, take such measures, as the Owner deems necessary to have the repairs completed. The Owner reserves the right to contact the Surety issuing the applicable bonds at any time during requests for warranty repair work if the Contractor has not taken appropriate measures to address the issues, without penalty.
- 39.4 Any repair work shall be completed prior to the end of the warranty period.

End of Part II: Performance by Contractor

GC 40.0 Workplace Safety and Insurance Board

- 40.1 The Contractor shall furnish a valid Certificate of Clearance from the Workplace Safety and Insurance Board. This Certificate or the WSIB account number can also be provided in lieu of a Certificate shall be furnished prior to commencement of work. The Contractor shall further agree to maintain good standing throughout the contract period. The County will not be liable to WSIB for payments in connection with the Successful Bidders’ fulfilment of the award requirements.
- 40.2 The Contractor may be required to produce a Certificate of Clearance from the Workplace Safety and Insurance Board from time to time during the contract and/or prior to final payment.
- 40.3 Verification of WSIB exemption or by application (non-covered) status may be requested by the County at anytime throughout the project.

GC 41.0 Insurance

- 41.1 Throughout the term of the Contract, the Contractor covenants and agrees at all times during the term hereof to take out and keep in full force and affect a policy (or policies) of:
 - a. **Commercial General Liability Insurance:**
on an occurrence basis, including but not limited to bodily and personal injury liability, extended bodily injury, property damage, products liability, completed operations liability, owners & contractors protective liability, blanket contractual liability, premises liability, and contingent employer’s liability coverage, having an inclusive limit of not less than \$2,000,000 per occurrence. The insurance policy will contain Cross Liability and Severability of Interest clauses and name Haldimand County as an Additional Insured.
- 41.2 The following requirements shall apply:
 - a. The Certificate of Insurance will provide 30 days’ written notice of cancellation, alteration or material change;
 - b. The Certificate of Insurance shall identify the activity to which the Certificate applies;
 - c. All policies shall apply as primary and not as excess of any insurance available to the County; and
 - d. Insurance companies providing coverage must be licenced to do business in the Province of Ontario.

GC 42.0 Accessibilities for Ontarians with Disabilities Act (AODA)

- 42.1 Pursuant to Section 6 of the Accessibility Standards for Customer Service, O. Reg. 429/07 (“Regulation”), under The Accessibility for Ontarians With Disabilities Act, 2005 (AODA), the Contractor shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the Goods and Services contemplated herein to persons with disabilities.
- 42.2 Such training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation.
- 42.3 Where requested by the County, the Contractor shall provide written proof that employees working with County staff and/or public have been trained as required under the act as well as any documentation regarding training policies, practices and procedures.

GC 43.0 Indemnification

- 43.1 The Contractor agrees to indemnify, defend and hold harmless the Corporation of Haldimand County, its elected officials, servants, agents and employees, from and against all losses, claims, demands, payments, suits, actions, recoveries, judgments and expenses, including legal fees, brought or recovered against or incurred by the Corporations, it’s elected officials, servants, agents and employees, by reason of any act or omission or alleged act or omission of said Contractor, his agents, and employees, pursuant the activities carried out in accordance with this Contract.
- 43.2 The Contractor shall use all due care to ensure that no property is damaged during the prosecution of the Goods, either at the project location, adjoining properties or elsewhere, and whether or not the damaged property consists of goods, chattels, or real property. Where such damage occurs to the property of any person, including damages arising from the theft of any such property, the Contractor shall forthwith provide compensation to the affected person. Should the in the performance of the Works, damage County property or receive notification of damage and/or injury from a third party due to actions and/or inactions of the Contractor, the Contractor shall be responsible for making good such damage inclusive of claim investigation by the Contractor’s adjuster and/or insurance company within ten (10) days of receiving notification of the claim. Claims may be received directly from the third party or received by the County. If said damage may result in imminent or actual danger to the life, health or safety of the public; or damage or destruction of real property, the County may take any action necessary to

rectify the issue and provide notification to the Contractor prior to, during or after the rectification process. Any costs that the County may incur as a result of the rectification process may be allocated against the Contractor. The Contractor shall provide the County with documentation/notification of claim status within the ten (10) days and continue to provide updates to the County regarding claim status. Claims management shall continue until rectified, which may exceed the life of the contract period.

GC 44.0 Police Reference Check

- 44.1 The County reserves the right to request a Police Reference Check for all employees who will be performing on-site work on private property. The cost of all necessary Police Reference Checks shall be borne by the successful Bidder. The County will review the Police Reference Checks as part of the County risk mitigation strategy. If the County deems that a Reference Check is unfavourable relevant to the scope or work, the employee will not be permitted to perform work under this Contract. The use of employees that do not have County accepted Police Reference Checks will be grounds for not awarding a Contract or termination of the Contract. Should the successful Contractor be unable to provide acceptable Police Reference Checks in the opinion of the County, the Contract may be awarded to the next lowest Bidder.

End of Part III: Insurance and Indemnification