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The following Definitions apply to the interpretation of the 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. **“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.

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 Work Hazards

- 10.1 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:

- Tag and lockout
- Pinch points and guarding
- Equipment use, maintenance and operation including no climbing policy
- Reporting and documentation of accidents, incidents and unsafe circumstances
- Operation of equipment near power lines
- Hygiene
- Emergency procedures
- Handling and disposing of sharp objects
- Use, wearing and care of personal protective equipment
- Material handling

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

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

GC 11.0 Safety

- 11.1 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.
- 11.2 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.
- 11.3 It is the Contractor's responsibility to monitor compliance and where necessary, correct and or discipline the workers.

- 11.4 Failure to comply with the OHSA and applicable regulations may cause the performance of the work to be suspended or the contract to be cancelled.

GC 12.0 Removal of Employee for Cause

- 12.1 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 13.0 Remedies for Non-Performance

- 13.1 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.
- 13.2 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 14.0 Appraisal Forms

- 14.1 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 15.0 Dispute Resolution

- 15.1 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 16.0 Claims Management

- 16.1 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.
- 16.2 The Contractor shall not advise the third-party claimant that Haldimand County is responsible for their claim.
- 16.3 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.

- 16.4 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.

- 16.5 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.

End of Part II: Performance by Contractor

GC 17.0 Workplace Safety and Insurance Board

- 17.1 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.
- 17.2 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.
- 17.3 Verification of WSIB exemption or by application (non-covered) status may be requested by the County at anytime throughout the project.

GC 18.0 Insurance

- 18.1 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.
- 18.2 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 19.0 Accessibilities for Ontarians with Disabilities Act (AODA)

- 19.1 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.
- 19.2 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.
- 19.3 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 20.0 Indemnification

- 20.1 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.
- 20.2 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 21.0 Police Reference Check

- 21.1 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