

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2023-48

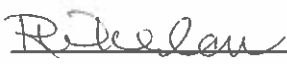
A BY-LAW TO AUTHORIZE THE WARDEN AND THE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND GFL ENVIRONMENTAL INC. (Non-Eligible Sources Recycling Collection)

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the Agreement between the Corporation of the County of Dufferin and GFL Environmental Inc., in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 14th day of September, 2023.



Wade Mills, Warden

Rebecca Whelan, Deputy Clerk

THIS AGREEMENT dated this __ day of August 2023

BETWEEN:

GFL ENVIRONMENTAL INC.
(hereinafter called the "**Contractor**" or "**GFL**")

OF THE FIRST PART

-and-

THE CORPORATION OF THE COUNTY OF DUFFERIN
(hereinafter called the "**County**")

OF THE SECOND PART

WHEREAS the Contractor (GFL Environmental Inc.) was awarded a contract with Circular Materials Ontario ("**CMO**") to collect recyclables in the County of Dufferin from Eligible Sources during the Blue Box transition period of July 1st, 2023, to December 31st, 2025;

AND WHEREAS CMO has expressly agreed to permit GFL to collect recyclables from Non-Eligible Industrial, Commercial and Institutional (IC&I) locations situated on the residential routes included as part of CMO's Eligible Sources recyclables collections contract with GFL until the end of the transition period on or about December 31st, 2025;

AND WHEREAS and GFL has agreed to include these Non-Eligible IC&I locations located on the residential routes included as part of CMO's Eligible Sources recycling collection and GFL agrees to provide such services in accordance with the terms and conditions of their contract with CMO and as part of this Agreement with the County as may be amended or revised from time to time with the written agreement of the Parties;

NOW THEREFORE in consideration of the promises, mutual covenants, and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties acknowledge and agree to all covenants, terms and conditions as stipulated in this Agreement as follows:

1. DEFINITIONS & INTERPRETATION

1.1 DEFINITIONS

All definitions contained in this Agreement are applicable to this Agreement. Any reference to the term "Contract" shall be interpreted as meaning this "Agreement" and any reference to the term "Agreement" shall be interpreted as meaning any references in the documents to the "Contract".

1.2 RECITALS

The above recitals are true in substance and in fact and are hereby incorporated into this Agreement by reference.

1.3 INTERPRETATION

This Agreement between the Parties is for the Contractor's provision of recycling collection services and any related activities to the County as part of the Contractor's CMO contract, for Single Stream Recycling for Non-Eligible IC&I locations (the "**Work**").

The Contract between the Parties is comprised of the following documents, all of which are collectively referred to as the "Contract" or "Agreement":

- (a) this Agreement;
- (b) the correspondence between the County and GFL in response to the County's request for GFL to provide the service, attached as Schedule "A";
- (c) the County's Standard Terms and Conditions, attached as Schedule "B"

Any ambiguity, conflict, or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document. This Agreement, and Schedules "A" and "B" shall be collectively referred to as the "**Contract Documents**."

1.4 GENERAL TERMS

- (a) All of the headings and subheadings inserted in this Contract are designed for convenience only and do not form a part of this Contract nor are they intended to interpret, define, or limit the scope, extent, or intent of this Contract or any provision hereof.
- (b) The word "including", when following any general statement, term or matter, will not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather will be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.
- (c) Any and all references to a statute, regulation or by-law will include and will be deemed to be a reference to such statute, regulation or by-law made pursuant thereto, as amended and in force from time to time, and to any statute, regulation

or by-law that may be passed which has the effect of supplementing or superseding the same.

- (d) All obligations of the parties contained in this Contract, although not expressed to be covenants, shall be deemed to be covenants.
- (e) Words and abbreviations which have well-known technical, or trade meanings are used and will be interpreted in this Contract in accordance with such recognized meanings.
- (f) Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa and words importing individuals will include firms and corporations, and vice versa.
- (g) This Agreement shall enure to the benefit of the County, its successors and assigns and shall be binding on the Contractor, its successor, and assigns.
- (h) All of the provisions of this Agreement are and are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate clause hereof. Should any provisions of this Agreement be adjudged unlawful or not enforceable, it shall be considered separate and severable from the agreement and its remaining provisions as though the unlawful or unenforceable provision had never been included.
- (i) This Agreement may be executed and scanned and delivered by electronic transmission (e-mail), and when so executed and delivered, will be deemed an original.
- (j) GFL acknowledges and agrees that the County's Standard Terms and Conditions as set out in Schedule "B" attached shall apply to all of the services provided under this Agreement.
- (k) The Contractor shall be responsible for performing the Work in compliance with all Applicable Laws. The Contractor shall be responsible for obtaining (and maintaining during the Contract Term) all applicable permits and/or licenses necessary to perform the requirements of the Contract in accordance with Applicable Laws, including a valid Environmental Compliance Approval (ECA) and or Environmental Activity and Sector Registry (EASR) issued by the Ministry of Environment, Conservation and Parks (the "**MECP**").
- (l) The Contractor shall perform all Collection Services on a weekly basis commencing no earlier than 7:00 a.m. and ending no later than 6:00 p.m. with the exception of the designated Downtown Areas which Collection Services may commence no earlier than 6:00 a.m.

- (m) The Contractor shall provide at their own expense, all materials, staff, and equipment as required to complete the Work. The Contractor shall bear, at its own expense, any additional or unforeseen costs including, but not limited to overtime, rates for extra forces and costs for any additional requirements or services as may be necessary to ensure continuous and uninterrupted provision of all the Work required under the Contract.
- (n) In the event that the Work is not completed satisfactorily, as determined by the County in its sole and absolute discretion, the Contractor will be notified to complete the Work to the County's satisfaction within 24 hours, failing which the County reserves the right to use its own forces or another contractor to complete the Work and invoice the Contractor for the completed Work or deduct against future payments owing to the Contractor.
- (o) The following days are statutory or deemed holidays and there shall be no Collection Services provided by the Contractor on these days (unless otherwise directed by the County in writing):
- New Year's Day
 - Family Day
 - Good Friday
 - Victoria Day
 - Canada Day
 - August Civic Holiday
 - Labour Day
 - Thanksgiving
 - Christmas Day

In the event that a regular collection day falls on a holiday as listed above, the collection days affected by the holiday shall shift one day later for the remainder of the week. In order to accommodate these shifts caused by holidays, the Contractor will occasionally be required to work on Saturdays.

- (p) The Contractor shall collect all Collectible Material from all public and private roadways (as designated by the County), all public and private laneways, all public and private driveways, collection points, and enclosures or any other location as directed by the County. The Contractor should be aware that some roadways, laneways, and driveways may be less than five (5) metres in width and must accommodate collection from these locations.

- (q) Where for any circumstantial reason the Work cannot be completed from the locations specified (e.g., due to construction), items for collection shall be placed at alternate locations to be collected by the Contractor. The County and/or Local Municipality shall determine the alternate locations and provide details to the Contractor.
- (r) If the Contractor encounters any impassable obstructions including, without limitation, utilities or other contractors working on the traveled portion of a collection route, the Contractor shall notify the County immediately of the location and shall return at least once that day at a mutually agreeable time, to collect the Collectible Material. The following are not deemed to be impassable obstructions:
 - i. parked vehicles;
 - ii. moving van or trucks;
 - iii. snow banks;
 - iv. ditches; and
 - v. roads under construction.
- (s) All collection locations shall be left in a clean and tidy condition. The Contractor shall immediately clean up all spills of liquid or debris caused by the provision of Collection Services, at their own expense and promptly notify the County. All hydraulic or oil leaks/spills or leaks/spills of any hazardous material(s) shall be reported immediately to the County and the Contractor shall immediately:
 - i. Cease operations until the Contractor's Supervisor has arrived on site and the source of the spill has been identified and remedied such that no further spill shall occur,
 - ii. Place absorbent materials over the affected area and clean up the absorbent materials once the spill has been cleaned. Should a major oil leak/spill take place, the County may determine that a power wash and/or black topping and asphalt repair is required, and the Contractor shall ensure the required work is completed in a timely manner and shall be responsible for all applicable costs.
- (t) The Contractor shall not be relieved of its obligations to strictly perform and collect all Collectible Material as a result of any of the following unless otherwise agreed to by the County: contractor staff shortages; collection vehicle breakdowns; collection vehicle shortages; weather conditions; and labour disruptions and strikes. The Contractor will be prepared to deliver uninterrupted delivery of services under these circumstances. In particular the County has challenging terrain and experiences many inclement weather days and conditions during the winter

months. The Contractor shall ensure its vehicles are equipped to complete the Work in winter conditions, and that pre-winter meetings are held with the County and local municipal Public Works Departments. The Contractor shall not be entitled to any additional compensation for increased costs incurred by the above circumstances and shall ensure all requirements of the Work are met at all times.

- (u) Where the Contractor is anticipating late or missed Collection Services, it shall notify the County *immediately* upon making this determination and shall indicate how and when the situation will be rectified.
- (v) Under no circumstances shall any Collection Vehicle engage in private collections, carrying of materials or any other services to any other party save and except those materials being carried on behalf of Circular Materials Ontario ("CMO") during times in which they are performing the Work for the County as specified in the Contract.
- (w) The Contractor shall provide the Work as indicated in the Contract without any additional claims regarding the size, weight, shape, or contents of any Collectible Material within the prescribed scope of the Contract and the time to empty and/or properly sort Collectible Material while performing the Work.
- (x) The Contractor shall provide quality assurance and quality control on the delivery of the Work and demonstrate to the County upon request.

2. TERM

2.1 TERM

The Contract Term shall be for a period of 2.5 years, commencing on July 1st, 2023, and ending December 31st, 2025, unless otherwise advised by the County in writing.

3. CONTRACT IMPLEMENTATION

3.1 CONTRACTOR'S OBLIGATIONS

The Contractor acknowledges and agrees that:

- (a) All submissions required following the execution of this Agreement shall be submitted by the Contractor within the time periods specified in the Contract Documents;
- (b) The Contractor shall put in effect and maintain insurance for the duration of this Agreement at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Contractor would maintain including, but not limited to, the following:

- i. Commercial General Liability Insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$10,000,000.00 per occurrence and including products and completed operations liability. The policy is to include the following:
 - the County as an "Additional Insured" with respect to liability arising in the course of performance of the Proponent's obligations under, or otherwise in connection with the Contract;
 - contractual liability coverage;
 - cross-liability and severability of interests' clause;
 - employer's liability coverage;
 - 30 day written notice of cancellation, termination, or material change; and
 - non-owned automobile coverage with blanket contractual coverage for hired automobiles.
- ii. The Vendor agrees to insure all vehicles used by him for public liability and property damage in the amount of \$10,000,000.00 inclusive, and the said Vendor will further undertake to indemnify the County of Dufferin against any liability of any kind or nature whatsoever occasioned by reason of the operation of the Vendor's equipment.
- iii. Environmental Liability Insurance to cover injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup, or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and on a gradual release to an inclusive limit of not less than \$5,000,000.00 per occurrence and including products and completed operations liability. The policy shall include bodily injury, including sickness, disease, shock, mental anguish, and mental injury.

The policy is to be renewed for 3 years after project completion and a Certificate of Insurance evidencing renewal shall be filed with the County. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the County. The County has the right to request that an Extended Reporting Endorsement be purchased by the contractor at the contractor's sole expense.

The Contractor shall submit proof of such insurance in the form of a Certificate of Insurance, which includes the County of Dufferin as a named insured. The contractor shall give the County of Dufferin thirty (30) days' notice prior to any cancellation or modification of such insurance.

- (c) The Contractor shall provide the County within five (5) business days of the execution of this Agreement proof of the insurance required by this Agreement

- (d) The Contractor shall provide any and all information requested by the County Representative necessary to implement the Work, as set out in the Contract Documents in addition to provisions within the GFL/CMO Contract as they relate to the Work.

The Vendor shall keep in force for the duration of the Contract, all Insurance coverages in an amount not less than noted above with the County of Dufferin and all subcontractors, named as additional insured.

- (e) Proof of Insurance - The Contractor shall provide the County with proof of the insurance required by the Contract in the form of valid certificates of insurance that reference the Contract and confirm the required coverage. The Contractor shall provide the County of Dufferin with renewal replacements on or before the expiry of any such insurance. Upon the request of the County, a copy of each insurance policy shall be made available to it. The Contractor shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the County and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.
- (f) Workplace Safety and Insurance - The Contractor warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable will provide proof of valid coverage by means of a current clearance certificate to the County upon request. The Contractor covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it and its subcontractors under all applicable workplace safety and insurance laws and regulations during the Term. The Contractor further agrees to indemnify the County for any and all liability, loss, costs, damages, and expenses (including legal fees) or other charges in connection with the Contractor's failure to comply with any applicable workplace safety and insurance laws or related to the Contractor's status with any workplace safety and insurance board or body.

4. CONTRACTOR'S INDEMNITY

The Contractor hereby agrees to indemnify and hold harmless the County and its elected representatives, employees, contractors, sub-contractors and anyone for whom it is liable for a law (the "**Indemnified Parties**") from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, administrative monetary penalties, regulatory orders, administrative prosecutions, applications,

lawsuits or other proceedings, (collectively, "**Claims**"), by whomever made, sustained, incurred, brought or prosecuted, including for breaches of confidentiality or privacy or Intellectual Property rights or for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Contractor, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Contractor's obligations under, or otherwise in connection with, or arising out of the Contract Documents or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor. The Contractor further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special, or consequential damages, or any loss of use, revenue or profit or incurred expense resulting from the disruption of the service, by any person, entity or organization, including, without limitation, the County, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract Documents.

The Contractor agrees to defend, indemnify, and save harmless the County from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Contractor's status with the Workplace Safety and Insurance Board (the "**WSIB**"). This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Contractor in accordance with this Contract, and shall survive the termination or expiry of the Contract Documents.

5. REPRESENTATIVES

5.1 APPOINTMENT

Each Party shall maintain consistent communication(s) with the other Party in accordance with their respective obligations under the Contract Documents. In particular, the Contractor and the County shall each appoint a representative (either the "**Contractor's Representative**" or the "**County's Representative**") who shall be responsible for instituting and maintaining communication with the other Party as such communications relate to the requirements and obligations of the Contract Documents, the Parties agree to also designate an alternative representative who will be responsible as acting as the representative in the absence or inability to act of the Party's respective primary representative.

5.2 CONTRACTOR AND COUNTY REPRESENTATIVES

Contractor Representative:

Craig Nelson
District Manager, GFL Environmental Inc.
Phone: (905) 843-2552 Ext. 61911
Cell: (905) 460-7493
Email: cnelson@gflenv.com

Alternative Contractor Representative:

Dale Smyth
Operations Manager, GFL Environmental Inc.
Phone: (905) 843-2552 Ext. 62427
Cell: (519) 215-6380
Email: dsmyth@gflenv.com

County Representative:

Scott Burns
Director of Public Works, County of Dufferin
Phone: (519) 941-2816 Ext. 2601
Cell: (519) 938-0507
Email: directorofpublicworks@dufferincounty.ca

Alternative County Representative:

Melissa Kovacs Reid
Manager of Waste Services, County of Dufferin
Phone: (519) 941-2816 Ext. 2622
Cell: (519) 939-0602
Email: mkovacs@dufferincounty.ca

5.3 REPRESENTATIVE'S AUTHORITY

The Parties acknowledge and agree that:

- (a) Either Party may change its representative or alternative representative by providing written notice to the other Party;
- (b) Each Party's representative will have the power and authority to act on behalf of and to bind such Party with respect to the day-to-day management of matters under or relating to the obligations and terms and conditions set out in the Contract Documents and that each Party's representative will be relied upon by the other Party as the official representative;
- (c) Notwithstanding the foregoing, the County may seek an amendment to the Contract in accordance with the standards terms and conditions set out in Schedule "B" attached.

6. SERVICES

6.1 COLLECTION, TRANSPORTATION AND PROCESSING

The Contractor shall, in accordance with the Contract Documents, and throughout the Term, perform all the obligations, terms and conditions required for the provision of the Works while at the same time meeting its contractual obligations with CMO. The Contractor is responsible for providing the following services to the County as part of the agreed upon Works including but not limited to:

- (a) Collected recyclables from Non-Eligible IC&I sources shall be included with the Eligible sources recyclables, and managed under the CMO contract.
- (b) The Contractor agrees to provide a four (4) day collection schedule for Non-Eligible IC&I locations on a weekly basis, in accordance with the collection specifications outlined in the Contract between GFL and CMO.
 - (i) The Parties acknowledge and understand that the County may in its sole and absolute discretion upon providing the Contractor thirty (30) days written notice amend this Contract to require the Contractor to discontinue or provide with the consent of the Parties, recycling collection services at specific Non-Eligible IC&I locations on the recycling routes.
 - (ii) Adding or removing locations as requested by the County will be completed by GFL using CMO's process (or potential future process) for this purpose.
- (c) The County shall continue to provide recycling receptacles to the Non-Eligible IC&I sources, and customer service. The County will inform GFL, and likewise GFL will inform the County, of any issues arising from collection or other related activities by GFL, and will work towards a mutually agreeable resolution as required.
- (d) The County will provide GFL with "oops stickers", for GFL staff to utilize to inform Non-Eligible IC&I locations of any improper set outs or other issues that impact collections or proper participation in the program.
- (e) The Contractor shall ensure that all non-compliant Collectible Material are rejected and left behind. All non-compliant Collectible Material shall be tagged with a non-compliance sticker (OOPS sticker) as provided by the County. The Contractor acknowledges that the requirements related to the use of non-compliance stickers (OOPS stickers) may be altered at the County's discretion from time to time. The Contractor will provide the County with a daily list of locations with non-compliant materials or other collection issues, from each collection route.
- (f) The Contractor shall ensure that only compliant Collectible Materials are collected.

- (g) The Contractor acknowledges that there are no set-out limitations for compliant Single Stream Recycling (including cardboard).
- (h) The Contractor shall ensure that Collection Services at schools do not take place during the hours indicated below to minimize interference with student drop-off and pick-up:
 - **8:00 a.m. – 9:30 a.m.**
 - **2:30 p.m. – 4:00 p.m.**

6.2 COLLECTION REQUIREMENTS

The Contractor shall ensure that all Blue Boxes are neatly stacked after collection. Empty Blue Boxes and Blue Carts are to be returned to approximately the same location they were placed for collection. At no time following collection are empty Blue Boxes and Blue Carts to be placed on the road surface, impede pedestrian traffic on sidewalks, or be placed in a household driveway/collection point in a manner that impedes movement of a motorized vehicle, or thrown, dropped, and handled in a way that damages the containers. The Contractor will replace containers it has damaged, or containers the County has determined the Contractor has damaged.

6.3 ACCEPTABLE RECYCLABLE MATERIALS

All recyclables shall be collected in accordance with the specifications set out and agreed upon between the Contractor and CMO and as set out in the agreement entered into between the Contractor and CMO.

6.4 COLLECTION AREAS AND ROUTES

The Parties agree that the Collection Areas and Routes will be in accordance with the specifications outlined within the CMO/GFL Contract Documents and the Contractor shall prepare for the County's review and approval, a written description of all the collection areas and routes within a period of ten (10) business days of the execution of this Contract. The Contractor acknowledges and agrees that no alteration may be made to collection areas and/or routes without the prior written approval of the County Representative.

6.5 COLLECTION CONCERNS DUE TO ROAD CONDITIONS/WINTER WEATHER

Collections will be undertaken in accordance with the specifications outlined in this Contract including but not limited to those documents setting out the provision of additional resources and unscheduled collections, notification to the County, and implementing an operational contingency plan. In unforeseeable situations due to hazardous road conditions and/or winter maintenance the Contractor is unable to service 1 to 2 roads and/or partial roads, the Contractor shall offer next day service. If the conditions are such that the Contractor chooses to not collect all the rural roads in the affected area, the Contractor will arrange collections for the affected area(s) on the following Friday. In either case the collection services will be undertaken at no additional cost to the County and IC&I locations shall have the option to double-up set out

volumes the following week. Such failure to collect by the Contractor shall only occur in the most exceptional and unforeseeable circumstances and accordance with the terms and conditions set out in the Contract Documents.

6.6 SCAVENGING FORBIDDEN

The Contractor shall not scavenge, or permit any person to scavenge at any time, including during collections at the transfer and disposal sites or otherwise. Scavenging includes sorting through the materials, collected materials or at any stage of the Works provided to look for items that may have monetary value. The Contractor will inform the County of any scavenging activity that they observe during the course of their Work (i.e., on collection routes) by the public.

Scavenging shall not include searches for misplaced or lost items, nor will it include sorting and removing non-compliant material.

7. PRICING and ADJUSTMENTS

7.1 UNIT PRICES

The Unit Prices as outlined below shall be relied upon to calculate monthly payment for the Contractor.

- (a) GFL acknowledges and agrees that it shall invoice the County on a monthly basis for the collection and management of the Non-Eligible IC&I sources materials. The two costs invoiced by GFL on a monthly basis shall be for: (i) collections; and (ii) management/processing:
 - (i) The County will make payment for the Non-Eligible source collection services provided under the terms of this Agreement directly to the Contractor. The curbside collection cost per Non-Eligible IC&I location shall be \$6.91/month multiplied by the number of Non-Eligible IC&I locations that are included on the Non-Eligible IC&I list submitted by the County to GFL (and subsequently to CMO);
 - (ii) The Parties acknowledge and agree that the Non-Eligible Source Unit Price is set by CMO at \$200 per tonne for management/processing of the collected materials. Any tonnes of materials collected from Non-Eligible IC&I sources shall be calculated using the number of Non-Eligible IC&I source stops divided by total number of stops, multiplied by tonnes collected. For example purposes only:
$$433 \text{ IC\&I stops} / 24000 \text{ total stops (including residential)} * 500 \text{ tonnes} = 9.02 \text{ tonnes}$$

GFL shall invoice the County monthly for the management/processing charge for Non-Eligible IC&I Sources, as calculated and charged by CMO to GFL (using the tonnage calculation above multiplied by the \$200 per tonne management and processing unit price set out above). GFL's monthly

invoice to the County shall include the supporting documentation from CMO regarding the tonnages and calculated charges.

7.2 UNIT PRICE CHANGE/ANNUAL INFLATION ADJUSTMENT

- (a) Unit Prices set out in the Contract Documents shall remain firm and fixed for the duration of the Contract Term and shall be subject to CPI adjustments in accordance with the Contract Documents.
- (b) Unit Prices shall be adjusted annually during the Contract Term based on the percentage change in the posted All-items CPI (Consumer Price Index) for Ontario for the previous twelve (12) month period ending June of the contract renewal year. The CPI figures are posted on the Government of Canada website at <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000401>. This adjustment shall be applied to the Unit Prices each year on the date of execution of the Contract starting in the second year of the Contract.

The increase, or decrease, as the case will be based on the following formula:

$$\text{CPI Adjustment} = \text{Current Unit Price} \times \frac{\text{All-items CPI June upcoming year}}{\text{All-items CPI June current year}}$$

8. GENERAL NOTIFICATION REQUIREMENTS

8.1 NOTICE

Communications among the County and the Contractor, including all written notices required by the Contractor, may be delivered by hand, email or by pre-paid registered mail to the address as set out below:

- (a) Notice to the County:
The Corporation of the County of Dufferin
30 Centre St.
Orangeville, ON L9W 2X1
Email: mkovacs@dufferincounty.ca
Attention: Manager of Waste Services
- (b) Notice to the Contractor:
GFL Environmental Inc.
19 Commerce Rd.
Orangeville, ON, L9W 3X5
Email: cnelson@gflenv.com
Attention: District Manager

A communication or notice that is addressed as above will be considered to have been received:

- (a) Immediately upon delivery, if delivered by hand;
- (b) Immediately upon transmission if sent and received by email during business hours and deemed to have been received the following business day if received after 4:30 pm: or
- (c) On the date it is actually received, if sent by registered mail

The County or the Contractor may, at any time, change its address for notice by giving written notice to the other at the address which is then applicable.

One signature page to follow.

IN WITNESS whereof, the Parties have by their authorized signing officers duly authorized in that regard hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED

GFL ENVIRONMENTAL INC



Per: Craig Nelson
Title: General Manager
Date: Sept 1, 2023

Per:
Title:
Date:

I/We have the authority to bind the Corporation

THE CORPORATION OF THE COUNTY OF DUFFERIN



Per: Wade Mills
Title: Warden, County of Dufferin
Date:



Per: Rebecca Whelan
Title: Clerk, County of Dufferin, Deputy Clerk
Date:

I/We have the authority to bind the County

SCHEDULE "A": COUNTY AND GFL CORRESPONDENCE

From: [Craig Nelson](#)
To: [Melissa Kovacs](#)
Cc: [Scott Burns](#); [Linde Devins](#); [Tushar Kumar](#)
Subject: RE: Dufferin County Non-eligible sources - collections list for Circular Materials
Date: Tuesday, August 15, 2023 2:03:00 PM
Attachments: [image001.png](#)

Ok thanks,

[Craig Nelson](#) | District Manager

GFL Environmental Inc.

19 Commerce Rd., Orangeville, ON L9W 3X5

T (905) 843-2552 Ext. 61911 | F (519) 940-4167 | C 905-460-7493 | CNelson@gflenv.com | www.gflenv.com

Confidentiality Notice: This email message (including attachments, if any) is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, proprietary, confidential and exempt from disclosure. If you are not the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender and erase this email message immediately.

From: Melissa Kovacs <mkovacs@dufferincounty.ca>
Sent: Tuesday, August 15, 2023 12:58 PM
To: Craig Nelson <CNelson@gflenv.com>
Cc: Scott Burns <sburns@dufferincounty.ca>; Linde Devins <LDevins@gflenv.com>; Tushar Kumar <tusharkumar@gflenv.com>
Subject: RE: Dufferin County Non-eligible sources - collections list for Circular Materials

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--

Hi Craig,

Thanks for this.

Also, please find attached the updated excel sheet with the additional stop we added – and you sent to CMO/for inclusion . There are 433 stops.

We will have the contract document to you shortly.

Thanks, and have a great day,
Melissa

Melissa Kovacs Reid | Manager of Waste Services

County of Dufferin | 519.941.2816 x2622 | mkovacs@dufferincounty.ca | 30 Centre Street,
Orangeville, ON L9W 2X1

From: Craig Nelson <CNelson@gflenv.com>

Sent: Tuesday, August 15, 2023 10:19 AM

To: Melissa Kovacs <mkovacs@dufferincounty.ca>

Cc: Scott Burns <sburns@dufferincounty.ca>; Linde Devins <LDevins@gflenv.com>; Tushar Kumar <tusharkumar@gflenv.com>

Subject: RE: Dufferin County Non-eligible sources - collections list for Circular Materials

Hi Melissa,

We will be invoicing the County \$6.91 per stop per month X 432 stops based on the list provided by the County and agreed by RLG and GFL. You can use the CPI and Fuel index wording from your contract for this collection to avoid any confusion.

Regards,

Craig Nelson | District Manager

GFL Environmental Inc.

19 Commerce Rd., Orangeville, ON L9W 3X5

T (905) 843-2552 Ext. 61911 | F (519) 940-4167 | C 905-460-7493 | CNelson@gflenv.com | www.gflenv.com

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From: Melissa Kovacs <mkovacs@dufferincounty.ca>

Sent: Tuesday, August 15, 2023 9:01 AM

To: Craig Nelson <CNelson@gflenv.com>

Cc: Scott Burns <sburns@dufferincounty.ca>

Subject: RE: Dufferin County Non-eligible sources - collections list for Circular Materials

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Good morning Craig,

Thanks for sending along the pricing information.

Reading the information, I don't fully understand the breakdown/how the calculation will be made. Could you please let us know how GFL will be calculating the monthly invoice, including the base collection price per unit of \$6.91/stop/month?

Thanks,
Melissa

From: Craig Nelson <CNelson@gflenv.com>

Sent: Monday, August 14, 2023 6:40 AM

To: Melissa Kovacs <mkovacs@dufferincounty.ca>

Subject: RE: Dufferin County Non-eligible sources - collections list for Circular Materials

Hi Melissa,

Attached are the documents you requested.

Thanks

Craig Nelson | District Manager

GFL Environmental Inc.

19 Commerce Rd., Orangeville, ON L9W 3X5

T (905) 843-2552 Ext. 61911 | F (519) 940-4167 | C 905-460-7493 | CNelson@gflenv.com | www.gflenv.com

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From: Melissa Kovacs <mkovacs@dufferincounty.ca>

Sent: Thursday, August 10, 2023 2:08 PM

To: Craig Nelson <CNelson@gflenv.com>

Cc: Dale Smyth <dsmyth@gflenv.com>; Scott Burns <sburns@dufferincounty.ca>; Chris Fast <cfast@dufferincounty.ca>

Subject: RE: Dufferin County Non-eligible sources - collections list for Circular Materials

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Hi Craig,

For the non-eligible sources (IC&I) recycling collection pricing (as included in your email below), please confirm if this is a set price or does GFL have an annual price adjustment clause (e.g. CPI increase) in your collection contract with CMO that will also be applied to the contract between GFL and Dufferin. If so, please send us the wording to be included in the GFL-Dufferin contract, which we are almost ready to send GFL for review and signing.

Thanks,

Melissa

Melissa Kovacs Reid | Manager of Waste Services

County of Dufferin | 519.941.2816 x2622 | mkovacs@dufferincounty.ca | 30 Centre Street,
Orangeville, ON L9W 2X1

From: Melissa Kovacs

Sent: Monday, June 5, 2023 9:59 AM

To: Craig Nelson <CNelson@gflenv.com>

Cc: Dale Smyth <dsmyth@gflenv.com>; Scott Burns <sburns@dufferincounty.ca>; Chris Fast <cfast@dufferincounty.ca>

Subject: RE: Dufferin County Non-eligible sources - collections list for Circular Materials

Good morning Craig,

Thank you for your response, and the pricing for the non-eligible sources collections.

Best regards,

Melissa

Melissa Kovacs Reid | Manager of Waste Services

County of Dufferin | 519.941.2816 x2622 | mkovacs@dufferincounty.ca | 30 Centre Street, Orangeville, ON L9W 2X1

From: Craig Nelson <CNelson@gflenv.com>

Sent: Monday, June 5, 2023 9:54 AM

To: Melissa Kovacs <mkovacs@dufferincounty.ca>

Cc: Dale Smyth <dsmyth@gflenv.com>; Scott Burns <sburns@dufferincounty.ca>; Chris Fast <cfast@dufferincounty.ca>

Subject: RE: Dufferin County Non-eligible sources - collections list for Circular Materials

Good Morning Melissa,

I have forwarded the list to CMO and requested they add it to our SoW for the collections contract.

For pricing on the collection of the non-eligible sources we will be charging \$6.91/month/unit for the weekly collections.

Regards,

Craig Nelson | District Manager

GFL Environmental Inc.

19 Commerce Rd., Orangeville, ON L9W 3X5

T (905) 843-2552 Ext. 61911 | **F** (519) 940-4167 | **C** 905-460-7493 | CNelson@gflenv.com | www.gflenv.com

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From: Melissa Kovacs <mkovacs@dufferincounty.ca>

Sent: Friday, May 26, 2023 3:49 PM

To: Craig Nelson <CNelson@gflenv.com>

Cc: Dale Smyth <dsmyth@gflenv.com>; Scott Burns <sburns@dufferincounty.ca>; Chris Fast <cfast@dufferincounty.ca>

Subject: Dufferin County Non-eligible sources - collections list for Circular Materials

Importance: High

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Hi Craig,

Please find attached the Non-eligible sources collections list for inclusion in GFL's contract with Circular Materials, under the Residence and Facility SoW Exhibit 6.

As per CM's instructions, please send it to them.

Please let us know if you require anything else, and please confirm when the list is sent. CM is requesting it is sent asap.

Thanks,
Melissa

Melissa Kovacs Reid | Manager of Waste Services

County of Dufferin | 519.941.2816 x2622 | mkovacs@dufferincounty.ca | 30 Centre Street,
Orangeville, ON L9W 2X1

From: Melissa Kovacs

Sent: Tuesday, May 23, 2023 2:41 PM

To: cnash@circularmaterials.ca; operations@circularmaterials.ca

Cc: CNelson@gflenv.com; Scott Burns <sburns@dufferincounty.ca>; Chris Fast <cfast@dufferincounty.ca>

Subject: RE: Dufferin County Ineligible sources collections - July 1st, 2023 Blue Box transition

Good morning Carrie and CM team,

I am following up on my email below. Thanks Carrie for explaining CM's position on not allowing the adding of non-eligible sources to the collection list once it has been submitted.

We understand that there is effort involved with adding new non-eligible sources, just as there is effort with removing them. We would be amenable for a discussion around including a process for adding locations, and potential service fee for this inclusion. As I mentioned below, we are sure there will be some new businesses (addresses) starting up over the next few years. We don't expect a large number, however there will be some. Similar to households, municipalities can expect growth within the non-eligible IC&I sector. We understand that as of 2026 municipalities will need to determine non-eligible sources collections for recycling, and are figuring out our options with our contractor for that time.

In the meantime, we are appreciative to CMO for the option to include non-eligible sources on the

recycling routes during transition, and appreciative to GFL for agreeing to it. The last step is allowing our community to add to the collection list, just as we would households. Please let us know when we can further discuss.

On another note, we have been working with GFL and we are very close to having our non-eligible sources list confirmed. We will be sending the confirmed list to GFL this week, to send to CMO for inclusion in your Residence and Facility SoW Exhibit 6.

A big thanks to the CMO team as the pieces are worked out for transition.

Best regards,
Melissa

Melissa Kovacs Reid | Manager of Waste Services
County of Dufferin | 519.941.2816 x2622 | mkovacs@dufferincounty.ca | 30 Centre Street,
Orangeville, ON L9W 2X1

From: Melissa Kovacs
Sent: Wednesday, May 10, 2023 11:21 AM
To: 'Carrie Nash' <cnash@circularmaterials.ca>; Circular Materials Operations <operations@circularmaterials.ca>
Cc: Craig Nelson <CNelson@gflevy.com>; Scott Burns <sburns@dufferincounty.ca>; Chris Fast <cfast@dufferincounty.ca>
Subject: RE: Dufferin County Ineligible sources collections - July 1st, 2023 Blue Box transition

Good morning Carrie and CM team,

Thank you for the response. We will be meeting Craig from GFL tomorrow to discuss next steps with the list of non-eligible sources, so GFL can submit the addresses to be added to the SoW Exhibit 6. We will have the list finalized by the end of next week.

There is the mention in the email below regarding *submitting any requests to remove non-eligible source addresses to CM's contractor (i.e. the contractor can submit a change order request to the CCS Operator to remove non-eligible source addresses from its Residence and Facility SoW Exhibit 6).*

Over 2.5 years of the transition period, we are sure there will be new non-eligible sources that start up (i.e. request service) that aren't at an existing location on the address list. As there is a process to remove stops, we're requesting that the same/similar process to add stops be available. Please let me know when we can discuss this.

Thanks and have a great day,
Melissa

Melissa Kovacs Reid | Manager of Waste Services
County of Dufferin | 519.941.2816 x2622 | mkovacs@dufferincounty.ca | 30 Centre Street,
Orangeville, ON L9W 2X1

From: Carrie Nash <cnash@circularmaterials.ca>

Sent: Tuesday, May 9, 2023 9:41 AM

To: Melissa Kovacs <mkovacs@dufferincounty.ca>; Circular Materials Operations <operations@circularmaterials.ca>

Cc: Craig Nelson <CNelson@gflenv.com>; Scott Burns <sburns@dufferincounty.ca>; Chris Fast <cfast@dufferincounty.ca>

Subject: RE: Dufferin County Ineligible sources collections - July 1st, 2023 Blue Box transition

Hi, Melissa. Further to our call yesterday, our team reviewed your inquiry and developed the response below. Once you have had a chance to review, please reach out if you have questions. Talk soon, Carrie.

Securing collection service for non-eligible sources for opt-out communities

The Eligible Community (EC) must:

- Establish an arrangement with Circular Materials (CM) Residence and Facility (R&F) Contractor that addresses compensation for collection from non-eligible sources and compensation for the Non-Eligible Source Unit Price that CM will charge its contractor for receiving, hauling, and processing blue box material collected from non-eligible sources.
 - As part of this arrangement, the EC and CM's R&F Contractor must agree on the list of non-eligible source addresses.
 - The arrangement should be established prior to CM and its contractor executing their agreement. Where this does not occur, the arrangement must be established sufficiently in advance of the EC's transition date to accommodate CM amending the agreement with its contractor to add the non-eligible source addresses to Exhibit 6 and to accommodate CM modifying its administrative systems to avoid delays in payments to its contractor.
 - Neither CM nor the CCS Operator (RLG) is party to the arrangement between the EC and CM's contractor for the collection of non-eligible sources.
 - The Non-Eligible Source Unit Price is set at \$200/tonne. Tonnes collected from non-eligible sources will be calculated using the number of non-eligible source stops as a percentage of total stops multiplied by tonnes collected. The charge will be deducted from the monthly compensation due from CM to its contractor under the Residence and Facility SoW.
- Make payment for the non-eligible source services directly to CM's contractor per the terms of the EC's arrangement with CM's contractor to service non-eligible sources.
- Submit any requests to remove non-eligible source addresses to CM's contractor.
 - Note: the contractor can submit a change order request to the CCS Operator to remove non-eligible source addresses from its Residence and Facility SoW Exhibit 6.

CM's contractor must:

- Provide the list of non-eligible source addresses to CM for inclusion in the contractor's Residence and Facility SoW Exhibit 6.
 - This list should be provided by CM's contractor to CM prior to executing the agreement with CM. Where this does not occur, the list must be provided sufficiently in advance of the SoW Service Commencement Date (i.e., the EC's transition date) to accommodate CM amending the agreement with its contractor to add the non-eligible source addresses to Exhibit 6 and to accommodate CM modifying its administrative systems to avoid delays in

payments to its contractor.



Carrie Nash | Senior Transition Manager

Email: cnash@circularmaterials.ca

Phone: 519-282-1035

Website: CircularMaterials.ca

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From: Melissa Kovacs <mkovacs@dufferincounty.ca>

Sent: Monday, May 8, 2023 2:23 PM

To: Circular Materials Operations <operations@circularmaterials.ca>

Cc: Craig Nelson <CNelson@gflenv.com>; Scott Burns <sburns@dufferincounty.ca>; Chris Fast <cfast@dufferincounty.ca>

Subject: RE: Dufferin County Ineligible sources collections - July 1st, 2023 Blue Box transition

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Good afternoon CM team,

Following up on my email below. Could you please let us know next steps, so we can do what is needed ahead of our July 1st transition.

Many thanks,
Melissa

Melissa Kovacs Reid | Manager of Waste Services

County of Dufferin | 519.941.2816 x2622 | mkovacs@dufferincounty.ca | 30 Centre Street
Orangeville, ON L9W 2X1

From: Melissa Kovacs

Sent: Wednesday, April 26, 2023 10:43 AM

To: operations@circularmaterials.ca

Cc: Craig Nelson <CNelson@gflenv.com>; Scott Burns <sburns@dufferincounty.ca>; Chris Fast <cfast@dufferincounty.ca>

Subject: Dufferin County Ineligible sources collections - July 1st, 2023 Blue Box transition

Good morning Circular Materials team,

Dufferin County has decided to collect ineligible sources during Blue Box transition. GFL has agreed to collect these locations. We are in the midst of confirming the location addresses for these approximately 450 stops.

Please let us know the next steps:

Collection – do we only need an agreement with GFL to collect these locations, or does CM also need to be part of this agreement? What else does CM require regarding the collections (e.g. the list of addresses, etc.)?

- Processing – will there be an agreement between the County and Circular Materials for the processing of ineligible sources recyclables, which also outlines the calculation that will be utilized for the tonnage (i.e. similar to the Blue Box Datacall?) What else does CM require regarding processing?
- Anything else?

I've cc'd Craig Nelson (District Manager) into this email, who is our County GFL contact.

Many thanks,
Melissa

Melissa Kovacs Reid | Manager of Waste Services
County of Dufferin | 519.941.2816 x2622 | mkovacs@dufferincounty.ca | 30 Centre Street,
Orangeville, ON L9W 2X1

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SCHEDULE "B": STANDARD TERMS AND CONDITIONS

x

Standard Terms and Conditions

Index

Article 1 - Interpretation

- 1.01 Defined Terms

Article 2 - General Provisions

- 2.01 No Indemnities from County
- 2.02 Entire Contract
- 2.03 Severability
- 2.04 Failure to Enforce Not a Waiver
- 2.05 Changes by Written Amendment Only
- 2.06 Force Majeure
- 2.07 Notices by Prescribed Means
- 2.08 Governing Law

Article 3 – Nature of Relationship Between County and Contractor

- 3.01 Contractor’s Power to Contract
- 3.02 Representatives May Bind Parties
- 3.03 Contractor Not a Partner, Agent or Employee
- 3.04 Non-Exclusive Contract, Work Volumes
- 3.05 Responsibility of Contractor
- 3.06 No Subcontracting or Assignment
- 3.07 Duty to Disclose Change of Control
- 3.08 Conflict of Interest
- 3.09 Contract Binding

Article 4 – Performance by Contractor

- 4.01 Commencement of Performance
- 4.02 Deliverables Warranty
- 4.03 Health and Safety
- 4.04 Shipment of Goods
- 4.05 Use and Access Restrictions
- 4.06 Notification by Contractor of Discrepancies
- 4.07 Change Requests
- 4.08 Pricing for Requested Changes
- 4.09 Performance by Specified Individuals Only
- 4.10 Time
- 4.11 Rights & Remedies Not Limited to Contract

Article 5 - Payment for Performance and Audit

- 5.01 Payment According to Contract Rates
- 5.02 Hold Back or Set Off
- 5.03 No Expenses or Additional Charges
- 5.04 Payment of Taxes and Duties
- 5.05 Withholding Tax
- 5.06 Interest on Late Payment
- 5.07 Document Retention and Audit

Article 6 – Confidentiality

- 6.01 Confidentiality and Promotion Restrictions
- 6.02 County Confidential Information
- 6.03 Restrictions on Copying
- 6.04 Notice of Breach
- 6.05 Injunctive and Other Relief
- 6.06 Notice and Protective Order
- 6.07 Records and Legislative Compliance
- 6.08 Survival

Article 7 - Intellectual Property

- 7.01 County Intellectual Property
- 7.02 No Use of County Insignia
- 7.03 Ownership of Intellectual Property
- 7.04 Contractor’s Grant of Licence
- 7.05 No Restrictive Material in Deliverables
- 7.06 Third-Party Intellectual Property
- 7.07 Survival

Article 8 - Termination, Expiry and Extension

- 8.01 Immediate Termination of Contract
- 8.02 Dispute Resolution by Rectification Notice
- 8.03 Termination on Notice
- 8.04 Contractor’s Obligations on Termination
- 8.05 Contractor’s Payment Upon Termination
- 8.06 Termination in Addition to other Rights
- 8.07 Expiry and Extension of Contract
- 8.08 Evaluation of Performance

ARTICLE 1 – INTERPRETATION

1.01 Defined Terms

When used in the Contract, the following words or expressions have the following meanings:

“Authority” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract; and **“Authorities”** means all such authorities, agencies, bodies and departments;

“Business Day” means any working day, Monday to Friday inclusive, but excluding statutory holidays and other days on which the County has elected to be closed for business;

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where (a) in relation to the procurement process, the Contractor had an unfair advantage or engaged in conduct, directly or indirectly, that may have given it an unfair advantage, including but not limited to (i) having access to information that is confidential to the County and not available to other bidders or proponents; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process; or (b) in relation to the performance of the Contract, the Contractor’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“Contractor Representative” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

“Contractor’s Intellectual Property” means Intellectual Property owned by the Contractor prior to its performance under the Contract or created by the Contractor during the Term of the Contract independently of the performance of its obligations under the Contract;

“County Confidential Information” means all information of the County that is of a confidential nature, including all confidential information in the custody or control of the County, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into

the knowledge, possession or control of the Contractor in connection with the Contract. For greater certainty, County Confidential Information shall: (a) include: (i) all new information derived at any time from any such information whether created by the County, the Contractor or any third-party; (ii) all information (including Personal Information) that the County is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Contractor of any duty of confidentiality owed by the Contractor to the County or to any third-party; (ii) the Contractor can demonstrate to have been rightfully obtained by the Contractor, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Contractor free of any obligation of confidence; (iii) the Contractor can demonstrate to have been rightfully known to or in the possession of the Contractor at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Contractor; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

“County Representative” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

“Deliverables” means everything developed for or provided to the County in the course of performing under the Contract or agreed to be provided to the County under the Contract by the Contractor or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, as further defined, but not limited by, Schedule 1, 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;

“Effective Date” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

“Indemnified Parties” means the County and the County’s officials, directors, officers, agents, employees and volunteers;

“Industry Standards” include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Canada and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Contractor establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering

gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the County;

“Intellectual Property” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*, Revised Statutes of Ontario 1990, Chapter M.56, as amended;

“Newly Created Intellectual Property” means any Intellectual Property created by the Contractor in the course of performance of its obligations under the Contract;

“Person” if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

“Personal Information” means recorded information about an identifiable individual or that may identify an individual;

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding;

“Rates” means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions);

“Record” means any recorded information, including any Personal Information, in any form: (a) provided by the County to the Contractor, or provided by the Contractor to the County, for the purposes of the Contract; or (b) created by the Contractor in the performance of the Contract;

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

“Term” is as set out in Schedule 1 (Schedule of Deliverables, Rates and Specific Provisions); and

“Third-Party Intellectual Property” means any Intellectual Property owned by a party other than the County or the Contractor.

ARTICLE 2 – GENERAL TERMS

2.01 No Indemnities from the County

Notwithstanding anything else in the Contract, any express or implied reference to the County providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the County beyond the obligation to pay the Rates in respect of Deliverables accepted by the County, whether at the time of entering into the Contract or at any time during the Term, shall be void and of no legal effect.

2.02 Entire Contract

The Contract embodies the entire agreement between the parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the Effective Date of the Contract.

2.03 Severability

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

2.04 Failure to Enforce Not a Waiver

Any failure by the County to insist in one or more instances upon strict performance by the Contractor of any of the terms or conditions of the Contract shall not be construed as a waiver by the County of its right to require strict performance of any such terms or conditions, and the obligations of the Contractor with respect to such performance shall continue in full force and effect.

2.05 Changes by Written Amendment Only

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be included in the definition of Contract.

2.06 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

2.07 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the County Representative and the Contractor Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

2.08 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

ARTICLE 3 – NATURE OF RELATIONSHIP BETWEEN COUNTY AND CONTRACTOR

3.01 Contractor's Power to Contract

The Contractor represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person which would in any way interfere with the rights of the County under the Contract.

3.02 Representatives May Bind the Parties

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

3.03 Contractor Not a Partner, Agent or Employee

The Contractor shall have no power or authority to bind the County or to assume or create any obligation or responsibility, express or implied, on behalf of the County. The Contractor shall not hold itself out as an agent, partner or employee of the County. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the County and the Contractor or any of the Contractor's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors.

3.04 Non-Exclusive Contract, Work Volumes

The Contractor acknowledges that it is providing the Deliverables to the County on a non-exclusive basis. The County makes no representation regarding the volume of goods and services required under the Contract. The County reserves the right to contract with other parties for the same or similar goods and services as those provided by the Contractor and reserves the right to obtain the same or similar goods and services internally.

3.05 Responsibility of Contractor

The Contractor agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Contractor's liabilities under the Contract and under the general application of law. The Contractor shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Contractor pursuant to the Contract or otherwise at law or in equity, the Contractor shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above-mentioned individuals and entities. This paragraph shall survive the termination or expiry of the Contract.

3.06 No Subcontracting or Assignment

The Contractor shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the County. Such consent shall be in the sole discretion of the County and subject to the terms and conditions that may be imposed by the County. Without limiting the generality of the conditions which the County may require prior to consenting to the Contractor's use of a subcontractor, every contract entered into by the Contractor with a subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the County.

3.07 Duty to Disclose Change of Control

In the event that the Contractor undergoes a change in control the Contractor shall immediately disclose such change in control to the County and shall comply with any terms and conditions subsequently prescribed by the County resulting from the disclosure.

3.08 Conflict of Interest

The Contractor shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the County without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the County to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the County may immediately terminate the Contract upon giving notice to the Contractor where: (a) the Contractor fails to disclose an actual or potential Conflict of Interest; (b) the Contractor fails to comply with any requirements prescribed by the County to resolve a Conflict of Interest; or (c) the Contractor's Conflict of Interest cannot be resolved to the satisfaction of the County. This paragraph shall survive any termination or expiry of the Contract.

3.09 Contract Binding

The Contract can be enforced by and is binding upon the parties and their successors, executors, administrators and their permitted assigns.

ARTICLE 4 – PERFORMANCE BY CONTRACTOR

4.01 Commencement of Performance

The Contractor shall commence performance upon receipt of written instructions from the County.

4.02 Deliverables Warranty

The Contractor hereby represents and warrants that the Deliverables (i) shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; and (ii) shall be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title; and furthermore that all Deliverables shall be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the County, are inadequately provided or require corrections, the Contractor shall forthwith make the necessary corrections at its own expense as specified by the County in a rectification notice.

4.03 Health and Safety

Without limiting the generality of section 4.02, the Contractor warrants and agrees that it has complied with and will comply with, and ensure that any subcontractors comply with, all applicable occupational health and safety laws, regulations and standards in relation to the performance of the Contractor's obligations under the Contract. The Contractor shall provide the County with evidence of the Contractor's compliance with this section upon request by the County.

4.05 Use and Access Restrictions

The Contractor acknowledges that unless it obtains specific written preauthorization from the County, any access to or use of the County property, technology or information that is not necessary for the performance of its contractual obligations with the County is strictly prohibited. The Contractor further acknowledges that the County may monitor the Contractor to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Contractor.

4.06 Notification by Contractor of Discrepancies

During the Term, the Contractor shall advise the County promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

4.07 Change Requests

The County may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Contractor shall comply with all reasonable County change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Contractor is unable to comply with the change request, it shall promptly notify the County and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

4.08 Pricing for Requested Changes

Where a County change request includes an increase in the scope of the previously contemplated Deliverables, the County shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request (a) include pricing for the particular type of goods or services contemplated in the change request, the Contractor shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the County and the Contractor within a reasonable period of time and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

4.09 Performance by Specified Individuals Only

The Contractor agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Contractor shall not replace or substitute any of the individuals named in the Contract without the prior written approval of the County, which may not arbitrarily or unreasonably be withheld. Should the Contractor require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Contractor shall not claim fees for any replacement individual greater than the Rates established under the Contract.

4.10 Time

Time is of the essence of the Contract.

4.11 Rights and Remedies Not Limited to Contract

The express rights and remedies of the County and obligations of the Contractor set out in the Contract are in addition to and shall not limit any other rights and remedies available to the County or any other obligations of the Contractor at law or in equity.

ARTICLE 5 – PAYMENT FOR PERFORMANCE AND AUDIT

5.01 Payment According to Contract Rates

The County shall, subject to the Contractor's compliance with the provisions of the Contract, pay the Contractor for the Deliverables provided at the Rates established under the Contract.

5.02 Hold Back or Set Off

The County may hold back payment or set off against payment if, in the opinion of the County acting reasonably, the Contractor has failed to comply with any requirements of the Contract.

5.03 No Expenses or Additional Charges

There shall be no other charges payable by the County under the Contract to the Contractor other than the Rates established under the Contract.

5.04 Payment of Taxes and Duties

Unless otherwise stated, the Contractor shall pay all applicable taxes, including excise taxes incurred by or on the Contractor's behalf with respect to the Contract.

5.05 Withholding Tax

The County shall withhold any applicable withholding tax from amounts due and owing to the Contractor under the Contract and shall remit it to the appropriate government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Contract.

5.06 Interest on Late Payment

If a payment is in arrears through no fault of the Contractor, the interest charged by the Contractor, if any, for any late payment shall not exceed the Bank of Canada's prime rate, in effect on the date that the payment went into arrears.

5.07 Document Retention and Audit

For seven (7) years after the Expiry Date or any date of termination of the Contract, the Contractor shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the expiry or termination of the Contract, the Contractor shall permit and assist the County in conducting audits of the operations of the Contractor to verify (a) and (b) above. The County shall provide the Contractor with at least ten (10) Business Days prior notice of its requirement for such audit. The Contractor's obligations under this paragraph shall survive any termination or expiry of the Contract.

ARTICLE 6 – CONFIDENTIALITY

6.01 Confidentiality and Promotion Restrictions

Any publicity or publications related to the Contract shall be at the sole discretion of the County. The County may, in its sole discretion, acknowledge the Deliverables provided by the Contractor in any such publicity or publication. The Contractor shall not make use of its association with the County without the prior written consent of the County. Without limiting the generality of this paragraph, the Contractor shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the County.

6.02 County Confidential Information

During and following the Term, the Contractor shall: (a) keep all County Confidential Information confidential and secure; (b) limit the disclosure of County Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any County Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the County and (ii) in respect of any County Confidential Information about any third-party, the written consent of such third-party; (d) provide County Confidential Information to the County on demand; and (e) return all County Confidential Information to the County on or before the expiry or termination of the Contract, with no copy or portion kept by the Contractor.

6.03 Restrictions on Copying

The Contractor shall not copy any County Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Contractor, the Contractor must reproduce all notices which appear on the original.

6.04 Notice of Breach

The Contractor shall notify the County promptly upon the discovery of loss, unauthorized disclosure, unauthorized access or unauthorized use of County Confidential Information.

6.05 Injunctive and Other Relief

The Contractor acknowledges that breach of any provisions of this Article may cause irreparable harm to the County or to any third-party to whom the County owes a duty of confidence, and that the injury to the County or to any third-party may be difficult to calculate and inadequately compensable in damages. The Contractor agrees that the County is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

6.06 Notice and Protective Order

If the Contractor or any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any County Confidential Information, the Contractor will provide the County with prompt notice to that effect in order to allow the County to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the County and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Contractor will disclose only that portion of County Confidential Information which the Contractor is legally compelled to disclose, only to such person or persons to which the Contractor is legally compelled to disclose, and the Contractor shall provide notice to each such recipient (in co-operation with legal counsel for the County) that such County Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Contract and, if possible, shall obtain each recipient's written agreement to receive and use such County Confidential Information subject to those terms and conditions.

6.07 Records and Legislative Compliance

The Contractor and the County acknowledge and agree that MFIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Contractor agrees (a) to keep Records secure; (b) to provide Records to the County within seven (7) calendar days of being directed to do so by the County for

any reason including an access request or privacy issue; (c) not to access any Personal Information unless the County determines, in its sole discretion, that access is permitted under MFIPPA and is necessary in order to provide the Deliverables; (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the County; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by a County representative to have such access for the purpose of providing the Deliverables; (g) to implement other specific security measures that in the reasonable opinion of the County would improve the adequacy and effectiveness of the Contractor's measures to ensure the security and integrity of Personal Information and Records generally; and (h) that any confidential information supplied to the County may be disclosed by the County where it is obligated to do so under MFIPPA, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

6.08 Survival

The provisions of this Article shall survive any termination or expiry of the Contract.

ARTICLE 7 – INTELLECTUAL PROPERTY

7.01 County Intellectual Property

The Contractor agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the County to the Contractor shall remain the sole property of the County at all times.

7.02 No Use of the County Insignia

The Contractor shall not use any insignia or logo of the County except where required to provide the Deliverables, and only if it has received the prior written permission of the County to do so.

7.03 Ownership of Intellectual Property

The County shall be the sole owner of any Newly Created Intellectual Property. The Contractor irrevocably assigns to and in favour of the County and the County accepts

every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the County all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Contractor's Intellectual Property, the Contractor grants to the County a licence to use that Contractor Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Contractor by the County.

7.04 Contractor's Grant of License

For those parts of the Deliverables that are Contractor Intellectual Property, the Contractor grants to the County a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and license: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the County.

7.05 No Restrictive Material in Deliverables

The Contractor shall not incorporate into any Deliverables anything that would restrict the right of the County to modify, further develop or otherwise use the Deliverables in any way that the County deems necessary, or that would prevent the County from entering into any contract with any Vendor other than the Contractor for the modification, further development of or other use of the Deliverables.

7.06 Third-Party Intellectual Property

The Contractor represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Contractor further represents and warrants that it has obtained assurances with respect to any Contractor Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

7.07 Survival

The obligations contained in this Article shall survive the termination or expiry of the Contract.

ARTICLE 8 – TERMINATION, EXPIRY AND EXTENSION

8.01 Immediate Termination of Contract

The County may immediately terminate the Contract upon giving notice to the Contractor where (a) the Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Contractor's insolvency; (b) the Contractor breaches any provision in Article 6 (Confidentiality); (c) the Contractor breaches the Conflict of Interest paragraph in Article 3 (Nature of Relationship Between County and Contractor); (d) the Contractor, prior to or after entering into the Contract, makes a material misrepresentation or omission or provides materially inaccurate information to the County; (e) the Contractor undergoes a change in control which adversely affects the Contractor's ability to satisfy some or all of its obligations under the Contract; (f) the Contractor subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the County; or (g) the Contractor's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

8.02 Dispute Resolution by Rectification Notice

Subject to the above paragraph, where the Contractor fails to comply with any of its obligations under the Contract, the County may issue a rectification notice to the Contractor setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Contractor shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the County. If the Contractor fails to either comply with that rectification notice or provide a satisfactory rectification plan, the County may immediately terminate the Contract. Where the Contractor has been given a prior rectification notice, the same subsequent type of non-compliance by the Contractor shall allow the County to immediately terminate the Contract.

8.03 Termination on Notice

The County reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior notice to the Contractor.

8.04 Contractor's Obligations on Termination

On termination of the Contract, the Contractor shall, in addition to its other obligations under the Contract and at law (a) at the request of the County, provide the County with any completed or partially completed Deliverables; (b) provide the County with a report detailing: (i) the current state of the provision of Deliverables by the Contractor at the date of termination; and (ii) any other information requested by the County pertaining to the provision of the Deliverables and performance of the Contract; (c) execute such

documentation as may be required by the County to give effect to the termination of the Contract; and (d) comply with any other instructions provided by the County, including but not limited to instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the Contract.

8.05 Contractor's Payment Upon Termination

On termination of the Contract, the County shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Contractor of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the County may hold back payment or set off against any payments owed if the Contractor fails to comply with its obligations on termination.

8.06 Termination in Addition to Other Rights

The express rights of termination in the Contract are in addition to and shall in no way limit any rights or remedies of the County under the Contract, at law or in equity.

8.07 Expiry and Extension of Contract

The Contract shall expire on the original Expiry Date, unless the County exercises its option to extend the Contract, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Contract. The option shall be exercisable by the County giving notice to the Contractor not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

8.08 Evaluation of Performance

The Contractor will be subject to a performance evaluation during the course of, and/or at the conclusion of the assignment.

In the event that the Contractor fails to perform its obligations under the Contract, the County may, in addition to any and all legal and equitable remedies available to it, place the Contractor on probation or suspend the Contractor from participating in future procurement opportunities.