



Contractor and Supplier Standard Terms and Conditions to Contract / Agreement

Physical Resources

The following terms and conditions will apply to all contracts/agreements for goods and services provided by the undersigned Service Provider to the University of Guelph:

Article 1.0 - Services

- 1.1 Generally, the Service Provider will provide the services as required by University as defined by a contract order or other service agreement and shall include these terms and conditions.
- 1.2 Service Provider shall perform all services under the direction of an experienced and competent supervisor.
- 1.3 All requests, reports, invoices and other related documentation shall be considered as confidential information of the Client and shall not be distributed without the consent of the Client.

Article 2.0 - General Conditions

- 2.1 The Service Provider shall preserve and protect the rights of the parties under this Contract / Agreement with respect to work to be performed by any additional service providers under contract to the Service Provider, and shall:
 - .1 enter into contracts or written agreements with any additional service providers to require them to perform their work as provided in this Agreement;
 - .2 incorporate the terms and conditions of this Agreement into all contracts or written agreements with any additional service providers; and
 - .3 be as fully responsible to the Client for the acts and omissions of any additional service providers and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Service Provider.
- 2.2 The Physical Resources Directorate of the University ("Physical Resources"), J. C. Hersey Building, 117 College Avenue East, Guelph, Ontario is the Client's entity charged with planning, design, construction, operation, maintenance and custodial services for the University's Physical Plant. The Service Provider shall take direction from and report only to the Client's representative as designated by Physical Resources unless directed otherwise by the Client's representative.
- 2.3 Time shall be of the essence under this Contract / Agreement.
- 2.4 This Contract / Agreement shall be governed exclusively by the laws of the Province of Ontario. The parties shall attorn to the jurisdiction of the courts of the Province of Ontario in all matters arising under this Contract / Agreement requiring adjudication by the courts. Any action arising under this Contract shall be commenced and tried in the appropriate court located in the City of Guelph.

Article 3.0 - Client Responsibilities

- 3.1 Client shall provide information pertinent to the supply of services. The Service Provider is expected to verify the information if it is expected to be used for the supply of goods and services.
- 3.2 Client shall authorize a person to act on the client's behalf with respect to the supply of goods or services. In the absence of such authorization, the signatory to this agreement is deemed to be the Client's representative.
- 3.3 Client shall review the documentation provided by the Service Provider and give the Service Provider timely responses for the orderly progression of the work.
- 3.4 Client shall pay for any required permits for the work.
- 3.5 The Client may inspect and test any goods and services at any time and the Client may reject and return any goods to the Service Provider at the Service Provider's expense.

Article 4.0 - Insurances

- 4.1 Service Provider shall secure and maintain throughout the full period of this Contract / Agreement, the following insurances and at the minimum limits noted – comprehensive general liability at \$2,000,000 and owned and non-owned auto at \$2,000,000. University to be added as "additional insured". Proof of insurance coverage is to be provided to the Client. Client to be given 30 days advance notice of any cancellation or changes in the insurances.

Article 5.0 - Workplace Safety and Insurance Board ("WSIB")

- 5.1 Service Provider confirms that all employees, officers, executives, directors and owners are covered by the WSIB and that no exemptions apply to officers, directors or others. Independent Operator Status under the WSIB Act is not permitted. Proof of insurance coverage is to be provided to the Client - at the onset of services and with any invoice.

Article 6.0 – Safety Management Program

- 6.1 Service Provider shall be fully responsible for all safety matters at the place of the work and shall provide written evidence that their employees have received proper training in the recognition of hazards and safe work practices and that they will use all required Personal Protective Equipment (PPE) required for the job.

- 6.2 Service Provider will provide written acknowledgement that they have read and will comply with the Occupational Health and Safety Act (OH&S) of Ontario and all pertinent regulations, the University's Contractor Safety Management Program.
- 6.3 Service Provider will comply with all required reporting requirements of OH&S including notification to Ministry of Labour and the University.

Article 7.0 - Payment

- 7.1 The Client will pay the Service Provider upon receipt of invoices acceptable to the Client on account of the fee (which includes normal disbursements) and approved expenses together with such value added taxes as may be applicable and any required close-out documents.
- 7.2 The Service Provider is responsible for all documentation and costs associated with Canada Customs or other government agencies.

Article 8.0 – Close-out Documentation

- 8.1 Together with the final invoice for fees and services, submit two (2) copies of bound documents which include all approved shop drawings, product and equipment data sheets, operating and maintenance manuals, warranty information, maintenance materials and spare parts including an electronic copy in searchable .pdf format and two (2) copies red-lined as-built drawings including an electronic copy in AutoCAD format.

Article 9.0 – Termination

- 9.1 The Client or Service Provider may terminate this Contract / Agreement at any time and no further expense will be incurred beyond the time of notice to terminate. In the event such termination becomes necessary, the party effecting termination shall so notify the other party in writing, and termination will become effective ten (10) calendar days after receipt of such notice.
- 9.2 Irrespective of which party shall effect termination or the cause therefore, the Client shall, within thirty (30) calendar days of termination, remunerate the Service Provider for services rendered and actual costs incurred. Services shall include those rendered up to the time of termination, as well as those directly associated with termination itself. Costs shall include those actually incurred up to the time of termination, as well as those associated with termination and any approved post-termination activities.

Article 10.0 - Suspension

- 10.1 Upon 10 calendar day's written notice to the Service Provider, the Client may suspend the Service Provider's work. Suspension for any reason exceeding sixty (60) calendar days shall make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Contract / Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and the Service Provider, and the Service Provider shall be compensated for services performed and charges incurred prior to the suspension date.

Article 11.0 - Dispute Resolution

- 11.1 Should the Service Provider have a dispute with any item under this agreement, the Service Provider shall provide written detailed and factual notice of any such item(s) in a timely manner and prior to the provisions of the services.
- 11.2 A written response of the findings concerning the item(s) under dispute that were made known by the Service Provider will be provided by the Director, DEC to the Service Provider within ten (10) working days of receipt of the notice of dispute.
- 11.3 Should the Service Provider be dissatisfied with the findings, the Service Provider shall provide, within 5 working days, a written request to enter into negotiations on the matter with the Owner's Representative.
- 11.4 Should negotiations fail within a period of ten (10) working days, the Service Provider shall provide, within 5 working days, a written request for mediation to be conducted under the requirements of the CCDC – 2 2008 including any pertinent University supplementary conditions and CCDC – 40.

Article 12.0 – Indemnification

- 12.1 Except for damages caused by negligence of the Client, the Service Provider shall defend, indemnify and hold the University harmless from all claims, actions, demands, loss and cases of action arising from any injury or any damage when such injury or damage in whole or in part results from the acts of the Service Provider.

Article 13.0 - Conflict of Interest

- 13.1 The Service Provider agrees and certifies that no person either natural or body corporate, other than the Service Provider, has or will have any interest or share in this proposal or in the proposed Agreement; there is no collusion or arrangement between the Service Provider and any other Service Provider(s) in connection with this Project; and the Service Provider has no knowledge of the contents of other Proposals and has made no comparison of figures, agreements, arrangements, expressed or implied, with any other party in connection with the making of the Proposal. Should a conflict of interest arise during the course of the work, the Service Provider will notify the University immediately.

Article 14.0 - Notices

- 14.1 Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended, by hand or by registered post; or if sent by regular post, to have been delivered five (5) working days from the date of mailing. The addresses for official notice shall be as stated in Article 2.0. Notices sent electronically, by email or facsimile for example, are not considered to be reliable for the purpose of official notice.

Article 15.0 – Accessibility for Ontarians with Disabilities Act (AODA)

15.1 Service Providers must comply with the accessibility standards established under the AODA and must ensure that training on the requirements of the accessibility standards are provided to their employees. Service Provider will provide written acknowledgement that they have read and provided AODA appropriate training.

Article 16.0 – Human Rights

16.1 The parties agree to be governed by the provisions of the Ontario Human Rights Code. Furthermore, the parties agree to comply with the provisions of the Client's Human Rights Policy and any subsequent related policy or procedures that the Client may approve. The Service Provider may refer to www.uoguelph.ca/hre/hr.shtml for more information.

Acknowledgment:

Signed at _____ **on the** ____ **day of** _____, **20**__.

Firm Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Authorized by: _____

signature

printed name and title

Witnessed by: _____

signature

printed name and title