

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

THIS GENERAL SERVICES AGREEMENT is dated the ____ day of _____, 2021

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY
Box 220, 6 Oak Street
Lancaster, ON K0C 1N0

(Hereinafter called “**Township**”) OF THE FIRST PART

AND:

NAME OF CONTRACTOR
(Incorporation No.: _____ if applicable)
Address
Address

(Hereinafter called the “**Contractor**”) OF THE SECOND PART

WHEREAS:

- A. The Township issued Request for Quotations No. RFQ 21-2021 –Traffic Calming Measures/Speed Radar Signs”, which is attached to this Agreement as Schedule “A”;
- B. The Contractor in reply to the RFQ submitted a Quotation dated (*insert date*) (the “**Quotation**”), a copy of which is attached to this Agreement as Schedule “B”, which the Township has accepted under the terms set out herein;
- C. The Township has agreed to engage the Contractor, and the Contractor has agreed to be engaged by the Township in respect of the Services on the terms and subject to the conditions set out in this Agreement.

NOW THEREFORE the Township and the Contractor, in consideration of their mutual duties and responsibilities to one another as set out in this Agreement, agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words have the following meanings:

- 1.1.1 “**Agreement**” means this agreement for services, including its recitals, and the following schedules attached to and forming a part of this agreement:
 - 1.1.1.1 Schedule “A” – The RFQ;
 - 1.1.1.2 Schedule “B” – The Quotation;
 - 1.1.1.3 Schedule “C” – Insurance;

- 1.1.1.4 Schedule “D” – Occupational Health and Safety Agreement;
- 1.1.2 **“Business Day”** means any working day (Monday to Friday inclusive) excluding statutory and other holidays (i.e., New Year’s Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day) and any other day on which the Township has elected to be closed for business..
- 1.1.3 **“Change Notice”** means a change notice issued by the Township in accordance with section 10.1.
- 1.1.4 **“Day”** means a calendar day.
- 1.1.5 **“Event of Default”** means any of the following:
 - 1.1.5.1 an Insolvency Event;
 - 1.1.5.2 the Contractor fails to perform any of the Contractor’s obligations under this Agreement;
 - 1.1.5.3 any representation or warranty made by the Contractor in this Agreement is untrue or incorrect.
- 1.1.6 **“Insolvency Event”** means any of the following:
 - 1.1.6.1 an order is made, a resolution is passed or a petition is filed, for the Contractor’s liquidation or winding up;
 - 1.1.6.2 the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor’s creditors or otherwise acknowledges the Contractor’s insolvency;
 - 1.1.6.3 a bankruptcy petition is filed or presented against the Contractor or a quotation under the *Bankruptcy and Insolvency Act (Canada)* is made by the Contractor;
 - 1.1.6.4 a receiver or receiver-manager is appointed for any of the Contractor’s property; or
 - 1.1.6.5 the Contractor ceases, in the Township’s reasonable opinion, to carry on business as a going concern.
- 1.1.7 **“Personal Information”** has the meaning assigned in the *Municipal Freedom of Information and Protection of Privacy Act and Regulations*.
- 1.1.8 **“Services”** means the Contractor’s duties and responsibilities to the Township as described in Schedule “A”.
- 1.1.9 **“Term”** means the term of this Agreement as set out in Schedule “A”, and where applicable includes any renewal thereof.
- 1.2 The captions or headings appearing in this Agreement are inserted for convenience of reference only, and shall not affect the interpretation of any provision in it.
- 1.3 Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
- 1.4 In this Agreement, unless expressly provided otherwise, in the event of any conflict or inconsistency between or among the provisions of this Agreement and any other documents forming a part of this Agreement, the documents shall govern and take precedence in the following order:
 - 1.4.1 Change Notices, with the most recent taking precedence;

- 1.4.2 this Agreement;
- 1.4.3 Schedule "A"
- 1.4.4 Schedule "C"
- 1.4.5 Schedule "D"
- 1.4.6 Schedule "B"

2. CONTRACTOR'S DUTIES AND RESPONSIBILITIES TO THE TOWNSHIP

- 2.1. The Contractor must render the Services to the Township under this Agreement with that degree of care, skill and diligence normally provided by Contractors having similar qualifications in the performance of duties of a similar nature to that contemplated by this Agreement at the time and place that such services are rendered and more particularly set out in the RFQ and the Quotation, and ensure that all persons employed or retained by the Contractor to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.
- 2.2. The Contractor must charge for the performance of all of the Services only the fees and disbursements authorized under this Agreement. Unless the Township agrees otherwise in writing, the Contractor must supply and pay for all labour, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Services.
- 2.3. The Contractor must perform the Services to be provided under this Agreement within the time limits specified in the RFQ and the Quotation or, if no time limit is specified for a particular component of the Services, the Contractor must perform such component of the Services promptly, it being acknowledged and agreed that time is of the essence of this Agreement.
- 2.4. The Contractor must comply with any reasonable instructions given to the Contractor (in writing or otherwise) by the Township from time to time with respect to the performance of the Services.
- 2.5. The Contractor must obtain and maintain throughout the Term the insurance required under Schedule "C" of this Agreement.
- 2.6. Without limiting the generality of section 2.5, the Contractor must comply with, and must ensure that any permitted sub-Contractors comply with, all applicable occupational health and safety laws in relation to the Services, including the *Occupational Health and Safety Act and Regulations* and *Workplace Safety and Insurance Act and Regulations* thereunder.
- 2.7. The Contractor must perform the Services in compliance with all applicable laws.
- 2.8. The Contractor shall indemnify and hold harmless the Township, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers (collectively, the "Township Parties") from and against any and all liability, loss, claims, actions, causes of action, legal proceedings and expenses, including but not limited to legal expenses (collectively, "Claims"), suffered, sustained or incurred by the Township Parties or any of them to the extent such Claims arise as a result of any errors, or willful, or negligent acts or omissions, or breach of any terms of this Agreement by the Contractor, the Contractor's officers, directors, employees, sub-Contractors, agents, representatives or volunteers (collectively, the "Contractor Parties") in the course of providing services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement. Any risk that Claims against the Township may be made after the termination, completion, or expiry of this Agreement is assumed entirely by the Contractor.

Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Township from and against, and shall pay to the Township promptly on demand any amount in respect of, any loss or damage to the Township's property and facilities that arises as a result of the use of

the property or facilities by the Contractor Parties under the terms of this Agreement.

- 2.9 If one or more individuals are specified as “Key Personnel” of the Contractor in the Quotation, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Township otherwise approves in writing, which approval must not be unreasonably withheld.

3. TOWNSHIP’S DUTIES AND RESPONSIBILITIES TO THE CONTRACTOR

- 3.1. Township must make available to the Contractor all relevant information or data pertinent to the Services which is in the hands of the Township and is required by the Contractor and instruct the Contractor to the extent of the Township’s ability as to the Township’s total requirements in connection with the Services. The Contractor will be entitled to rely upon the accuracy and completeness of such information and data furnished by the Township, except where it is stated otherwise or unreasonable to do so.
- 3.2. Where the Township has provided an instruction under section 2.4 other than in writing, and the Contractor has requested written confirmation, the Township must give written confirmation of the instruction to the Contractor as soon as reasonably practicable. A request for written confirmation by the Contractor shall not relieve the Contractor from complying with the instruction at the time the instruction is given.
- 3.3. Upon the request of the Contractor, the Township will authorize the Contractor to act as its agent for such purposes as are necessary to the Contractor providing the Services.
- 3.4. The Township must give reasonably prompt consideration to all draft reports, drawings, quotations and other documents relating to the Services provided to the Township by the Contractor, and, whenever prompt action is necessary, where possible, inform the Contractor of a decision in such reasonable time so as not to delay the services of the Contractor.

4. FEES & EXPENSES

- 4.1 The Township shall pay to the Contractor for the Services rendered under this Agreement fees, at the hourly rate indicated in Schedule “B”.
- 4.1. The Contractor will be paid for the Services on a monthly basis. The Township’s payment policy is to pay within thirty (30) Days from the date of receipt of invoice. Invoices issued by the Contractor must be in a form satisfactory to the Township. Final payment will be made upon the submission of completed works including reports, contract documents, drawings, etc. The invoices submitted shall indicate the person hours expended on the Services in each category with other costs detailed as appropriate. Final billing must be received within thirty (30) days of the completion of the Services.
- 4.2. Without limiting section 2.8, the Township may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Township, its officers, employees, servants, agents and contractors against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Township to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Township.
- 4.3. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 4.4. Except as provided in this Agreement, or as otherwise agreed in writing, the Township shall not be liable to pay or reimburse the Contractor for any costs incurred or expenditures made or purported to be made by the Contractor on behalf of the Township.

- 4.5. The Contractor must, for a period of not less than seven (7) years following the expiry or earlier termination of this Agreement, keep and maintain accurate time sheets, proper accounts and records of all expenditures in connection with the Services performed under this Agreement, including without limitation all wages paid to the Contractor's employees, and these shall at all times be open to audit and inspection by the authorized representative of the Township.
- 4.6. The Contractor must submit monthly statements and vouchers to the Township to verify all Disbursements.
- 4.8. Disbursements incurred by the Contractor in rendering the Services may include the following:
 - 4.8.1 All the Contractor's direct costs of reasonable office photocopying, printing, reproductions, mailing, packaging, shipping, deliveries and duties, long distance telephone charges, telecopies and other normal disbursements necessarily incurred by the Contractor in connection with the performance of this Agreement.
 - 4.8.2 Travel, Subsistence, Lodging – will NOT be allowed.

5. DEFAULT AND TERMINATION

- 5.1. On the happening of an Event of Default, or at any time thereafter, the Township may, at its option, elect to do any one or more of the following:
 - 5.1.1. by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - 5.1.2. pursue any remedy or take any other action available to it at law or in equity; or
 - 5.1.3. by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 5.1.1.
- 5.2. In addition to the Township's right to terminate this Agreement under section 5.1.3 on the happening of an Event of Default, the Township may terminate this Agreement for any reason by giving at least 10 Business Days' written notice of termination to the Contractor.
- 5.3. If the Township terminates this Agreement under section 5.2:
 - 5.3.1. the Township must, within 30 Days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in the Quotation which corresponds with the portion of the Services that was completed to the Township's satisfaction before termination of this Agreement; and
 - 5.3.2. the Contractor must, within 30 Days of such termination, repay to the Township any paid portion of the fees and expenses described in the Quotation which corresponds with the portion of the Services that the Township has notified the Contractor in writing was not completed to the Township's satisfaction before termination of this Agreement.
- 5.4. The payment by the Township of the amount described in section 5.3.1 discharges the Township from all liability to make payments to the Contractor under this Agreement.
- 5.5. If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Township of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

6. DISPUTE RESOLUTION

- 6.1. If requested in writing by either the Township or the Contractor, the Township and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) Days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to the Arbitration Act (Ontario).
- 6.2. No one shall be nominated to act as an arbitrator who is in any way financially interested in the provision of the Services or in the business affairs of either the Township or the Contractor.
- 6.3. If the parties cannot agree on the choice of an arbitrator each party shall select a nominee and the nominees shall jointly appoint an arbitrator.
- 6.4. The award of the arbitrator shall be final and binding upon the parties.
- 6.5. Costs of the arbitration must be divided equally between the parties.

7. CONFIDENTIALITY AND OWNERSHIP

- 7.1. The Contractor must not disclose any information, data or secret of the Township to any person other than representatives of the Township duly designated for that purpose, in writing, by the Township and must not use for the Contractor's own purposes or for any purpose other than those of the Township, any information, data or secret the Contractor may acquire as a result of being engaged pursuant to this Agreement. These obligations of confidentiality shall not apply to information which was or is already public or which is required to be disclosed by law or court order.
- 7.2. The Contractor must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which gives rise to a conflict of interest between the obligations of the Contractor under this Agreement and the obligation of the Contractor to such other person, firm or corporation.
- 7.3. All plans, maps, reports, specifications, manuals, preliminary drafts, copies, data, software, programs and information and all other property and materials which are produced under this Agreement, and all intellectual property and proprietary rights whatsoever therein, including without limitation all copyright, are and will remain the property of the Township even though the Contractor or another party has physical possession of them. Until the termination of this Agreement, the Contractor may retain copies, including reproducible copies of maps, reports, manuals, data or information in connection with the Services. The Contractor must not use the maps, reports, manuals, plans, specifications, preliminary drafts, copies, data, software, programs, information or other property and materials which are produced under this Agreement on other projects or for other clients except with written consent from the Township.
- 7.4. Upon termination of this Agreement, the Contractor must turn over to the Township, an original copy of all maps, reports, plans, specifications, manuals, preliminary drafts, copies, data, software, programs and information and all other property and materials produced under this Agreement.
- 7.5. The parties to this Agreement recognize that a breach by the Contractor of any of the requirements contained in paragraphs 7.1 to 7.4 hereof would result in damages to the Township and that the Township could not adequately be compensated for such damages by monetary award. Accordingly, the Contractor agrees that, in the event of any such breach, in

addition to all other remedies available to the Township at law or in equity, the Township shall be entitled as a matter of right to apply to a court of competent equitable jurisdiction for such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with this article.

7.6. It is understood and agreed that the agreements contained in paragraphs 7.1 to 7.5 shall subsist even if the rest of this Agreement shall be terminated for any reason whatsoever and that those paragraphs are severable for such purpose.

8. NOTICES

8.1. Unless otherwise specified herein, any notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail, sent by facsimile to or delivered at the address of the other party set forth in section 8.2 or 8.3, as applicable, or at such other address as the other party may from time to time direct, in writing, and any such Notice will be deemed to have been received seventy-two (72) hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other such services which have not been so interrupted or shall deliver such notice in order to ensure prompt receipt thereof.

8.2. The address for service for the Township is as follows:
Box 220, 6 Oak Street
Lancaster, ON K0C 1N0
Fax: 613-347-3411

8.3. The address for service for the Contractor is as follows:

Email: _____
Attention: _____

9. PERSONAL INFORMATION SECURITY AND CONFIDENTIALITY

- 9.1. The Contractor, which for purposes of this Article 9 includes any sub-Contractor and employee of the Contractor, must, in relation to personal information comply with the requirements of the Municipal Freedom of Information and Protection of Privacy Act (the "Act") applicable to the Contractor as a service provider, including any applicable order of the Commissioner under the Act, and any direction given by the Township under this Agreement.
- 9.2. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to the Contractor as a service provider, and understands the obligations set out in Article 9 of this Agreement.
- 9.3. The Contractor must treat as confidential all personal information in the material provided by the Township and all other information accessed or obtained by the Contractor, whether verbally, electronically or otherwise, as a result of this Agreement, and not permit its disclosure or use without the Township's prior written consent.
- 9.4. Unless the Township otherwise directs, the Contractor may only use personal information provided to it by the Township or otherwise obtained by the Contractor as a result of this Agreement, if that use is for the performance of the Contractor's obligations as required under this Agreement and is in accordance with the Act.

- 9.5. Unless otherwise directed and authorized by the Township, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations specified in this Agreement, and such collection or creation must be in accordance with the Act.
- 9.6. In relation to records in the Contractor's possession that contain personal information provided by the Township, or otherwise obtained by the Contractor as a result of this Agreement, unless the Agreement otherwise specifies, the Contractor must dispose of them or deliver them as directed by the Township.
- 9.7. In response to access requests to the Township under the Act for records in the Contractor's possession, either obtained or produced by the Contractor as a result of this Agreement, unless the Agreement otherwise specifies, the Contractor must co-operate with the Township and deliver the relevant records as directed by the Township. For the purposes of this section 9.7, "record" has the meaning assigned in the Act.
- 9.8. The Contractor must at all times ensure the confidentiality and security of the personal information in its custody and make reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, or disposal, including any security arrangements expressly set out in the Agreement.
- 9.9. The Contractor must not disclose personal information to any person other than the Township. If the Contractor receives a request for access to personal information from a person other than the Township, the Contractor must promptly advise the person to contact the Township.
- 9.10. If the Contractor knows there has been unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Township.
- 9.11. The Township may, at any reasonable time, and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information and the Contractor must permit, and provide reasonable assistance to, any such inspection.

10. CHANGE NOTICES

- 10.1. The Township may issue to the Contractor a Change Notice to make changes to the Services, omit part of the Services, or require additional Services. A Change Notice shall form a schedule to this Agreement and the terms of the Change Notice shall prevail over any other provision of the Agreement, in the event of an inconsistency between them. The Township and the Contractor shall appraise the value of the changes to the work specified by the Change Notice, and within sixty (60) Days of receipt of the Change Notice, agree on the new price to be paid for the work or the reduction in the fee payable to the Contractor.

11. NO DUTY OF CARE

- 11.1. The Contractor acknowledges that the Township, in the preparation of the contract documents, supply of oral or written information to Contractors, or the carrying out of the Township's responsibilities under this Agreement, does not owe a duty of care to the Contractor and the Contractor waives for itself, its successors and assigns, the right to sue the Township in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, or carrying out of the Township's responsibilities under this Agreement, with the exception of fraud on the Township's part.

12. WAIVER

- 12.1. Except as may be specifically agreed in writing, no action or failure to act by the Township or the Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.

13. RELATIONSHIP

- 13.1. The legal relationship between the Contractor and the Township arising pursuant to this Agreement is that of an independent contractor and purchaser of services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Contractor and the Township to be that of employee and employer. The Contractor must not do anything that would result in personnel hired or used by the Contractor or a sub-Contractor in relation to providing the Services being considered employees of the Township.

14. VALIDITY

- 14.1. If any part of this Agreement is or is declared invalid, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

15. LAW

- 15.1. This Agreement shall be governed by and construed in accordance with the laws in force from time to time in the Province of Ontario.
- 15.2. Nothing in this Agreement shall prejudice or impair the Township in the exercise of any of its rights, powers and privileges under any law, bylaw, order or regulation or in equity all of which may be fully and effectively exercised by the Township as if this Agreement had not been made by the parties, provided that the foregoing shall not restrict the rights and remedies of the Contractor arising from a breach of this Agreement by the Township.

16. EXECUTION

- 16.1. Each of the parties must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

17. TRANSFER OF INTEREST

- 17.1. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. The Contractor must not assign, subcontract or transfer any interest in this Agreement without the prior written consent of the Township.

18. REPRESENTATIONS AND WARRANTIES

- 18.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Township as follows:
- 18.1.1. All information, statements, documents and reports furnished or submitted by the Contractor to the Township in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct;
- 18.1.2. The Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub contractual agreements in place and available to enable the Contractor to fully perform the Services;

- 18.1.3. The Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement;
- 18.1.4. This Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms; and
- 18.1.5. If the Contractor is not an individual, the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor.

19. PERFORMANCE STANDARDS

- 19.1. At the conclusion of the Contract, the Contractor may be evaluated on their Contract performance. In addition, if requested, a debriefing meeting with the Contractor may be arranged.

20. ENTIRE AGREEMENT

- 20.1. This Agreement constitutes the entire Agreement between the Township and the Contractor and supersedes all previous expectations, understandings, communications, representations and agreements whether verbal or written between the Township and the Contractor with respect to the Services and may not be modified except by subsequent agreement in writing executed by the Township and the Contractor.

IN WITNESS WHEREOF the Township and the Contractor have executed this Agreement.

THE CORPORATION OF THE TOWNSHIP OF)
SOUTH GLENGARRY on the ____ day of _____, 2021)
 by its Authorized Signatory)
)
)
 _____)
 Authorized Signature)
)
 _____)
 Title)
)
 _____)
 Printed Name)
)

XXXXXXXXXX)
 on the ____ day of _____, 2021)
 by its Authorized Signatory)
)
)
 _____)
 Authorized Signature)
)
 _____)
 Title)
)

Printed Name

)
)
)
)
)
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)
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)
)

Witness

Printed Name

SCHEDULE "A"

The RFQ

See Attached

SCHEDULE "B"

The Quotation

See Attached

SCHEDULE "C"

INSURANCE

1.0 The Contractor shall, at its own expense, provide and maintain until the completion of the Services the following insurance in a form acceptable to the Township with an insurer licenced in Ontario:

1.1	Commercial General Liability per occurrence	\$2,000,000.00
1.2	Professional Liability	\$1,000,000.00
1.3	Automobile Insurance (owned and non-owned)	\$2,000,000.00

Commercial General Liability policies shall name the Township as an Additional Insured and include a cross liability or severability of interests clause such that the Contractor and the Township are insured as if separate policies had been issued to each. Commercial General Liability policies shall require the insurer to provide thirty (30) Days written notice to the Township of cancellation or any material change in coverage.

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the Township.

2.0 The Contractor shall provide the Township with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies.

3.0 Maintenance of such insurance and the performance by the Contractor of their obligation under this clause shall not relieve the Contractor of liability under the indemnify provisions set forth in this Agreement.

SCHEDULE "D"

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

In any case where the Contractor or the Contractor's employees shall be working alongside, interacting with or working in the vicinity of South Glengarry employees in the performance of the contract, the Contractor shall ensure that all its employees are familiar with and comply with the following Township policies:

1. Appropriate Use, Care and Security of Electronic Resources – HR-200-09
2. Occupational Health & Safety – HR-600-01
3. Management of Substance Abuse – HR-600-02
4. Workplace Violence and Harassment Policy