



Appendix A

CORPORATION OF THE CITY OF DRYDEN CONTRACTOR HEALTH and SAFETY RESPONSIBILITY AGREEMENT

THIS AGREEMENT made the ____ day of _____, 20____, between _____ (the "Contractor"), having an office at _____ and THE CITY OF DRYDEN (the "Corporation").

IN CONSIDERATION of the sum of two (\$2.00) dollars paid by each of the parties to the other (the receipt of which is acknowledged by each party) the parties covenant and agree as follows:

1. The Contractor shall employ only orderly, trained, competent and skillful people to do the work and the Contractor's employees shall be fully covered under the Workplace Safety and Insurance Act by the Contractor and shall provide an up-to-date Clearance Certificate from the Workplace Safety and Insurance Board. All subcontractors must be approved in writing by the Corporation before commencing any work and the Contractor is responsible for ensuring that their employees comply with the terms of this Agreement.
2. The Contractor acknowledges and accepts all risk arising or pertaining to the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible.
3. The Contractor shall indemnify and save harmless the Corporation from any and all claims, demands, actions, losses or property damage arising directly or indirectly from the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible. Contractor shall protect and hold Corporation harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by Corporation in connection with such litigation. The indemnities contained in this Agreement shall not be prejudiced by and shall survive the termination of this Agreement.
4. Contractor shall, during any time in which it is providing services to the Corporation, take out and keep in full force and effect property damage and public liability insurance in which the limits of public liability and property liability shall not be less than two million (\$2,000,000) dollars per occurrence, the whole at the Contractor's sole cost and expense. All policies shall be written with insurance companies qualified to do business in the Province of Ontario and shall name the Corporation as an additional insured and a certificate acknowledging same must be provided to the Corporation.

**This procedure is subject to any specific provisions of the Municipal Act,
or other relevant legislation or Union agreement.**

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5. The Contractor shall abide by and shall ensure that each of the Contractor's employees and sub-contractor's employees (if applicable) abide by the Corporation's Health and Safety rules and regulations. The Contractor will also be able and willing at such times as recommended by the Corporation to provide additional precautions as deemed necessary by the Corporation for safe-guarding employees and equipment. The Contractor further acknowledges and agrees that any violation of Safety rules or regulations is justification for the immediate termination of its Contract with the Corporation, without any further obligation on the part of the Corporation. See attached checklist.
 6. The Contractor shall, at its own expense, obtain and maintain in good standing all permits and licenses required by any authorities having jurisdiction over the business of the Contractor. The Contractor shall also comply with all federal, provincial and municipal governmental laws and regulations which are applicable to its business, and in particular, those affecting health and safety, workers' compensation and environmental matters.
 7. This Agreement shall be constructed and enforced in accordance with the laws of the Province of Ontario and the parties agree to attorn to the jurisdiction of the Courts of that Province.
 8. This Agreement embodies the entire agreement of the parties with regard to the matter herein, and no other agreement shall be deemed to exist, except as entered into in writing by both parties to this Agreement.
 9. The Contractor shall not assign this Agreement or any part of it and may not employ or retain anyone as a subcontractor or otherwise, to perform any part of its obligations under this Agreement without the prior written consent of the Corporation.
 10. No contracted work offers will be granted by the Corporation unless this Agreement terms and conditions are fully accepted and agreed upon by the parties to the satisfaction of the Corporation.
 11. The Contractor shall abide by Ontario Regulation 364/20 s. 2 (1-6). The Contractor accepts the responsibility for ensuring that the Contractor's employees and sub-contractor's (if applicable) employees will complete a COVID-19 Screening tool at the start of each shift. Copies of the completed screening tool do not need to be provided to the Program Administrator provided the Contractor is maintaining their own records.

Accepted this _____ day of _____ 20____.

CONTRACTOR

CORPORATION

by: _____
(authorized signing officer)

by: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____