

General Service Agreement

This General Service Agreement (the "Agreement") dated this _____ day of _____, 2019

Between:

The Corporation of the Municipality of Brockton
100 Scott Street, P.O. Box 68, Walkerton, ON, N0G 2V0
(the "Client")

-And-

Grey Bruce Locating – a Division of M&G 820 Ltd.
820 Concession 4 East RR 1 Walkerton, ON N0G 2V0
(the "Contractor")

Background

- a) The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- b) The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement

In Consideration Of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

- 1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - a) Perform Water and Wastewater Infrastructure Locates with required reporting and mapping for and to all areas located within the geographical region known as the Municipality of Brockton, Ontario.
 - b) It is understood that the Contractor does not have the capability to perform any below grade camera investigation work. Both parties hereby acknowledge that the Client may, from time to time, request that another contractor perform 'Emergency' Water and Wastewater Infrastructure Locates, or other below grade camera investigation work on an as needed basis. This Agreement does not limit the Client's ability to arrange for such work to be provided by another entity as may be required in the circumstances.
- 2. The Services will also include any other tasks which the Parties may agree on from time to time. The Contractor hereby agrees to provide such Services to the Client.

Term Of Agreement

- 3. The term of this Agreement (the "Term") will begin on the date the Agreement is signed and will remain in full force and effect until August 6, 2021, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
- 4. Either Party is free to terminate this Agreement at any time and for any reason prior to August 6, 2021, provided that either Party must first provide 30 days' written notice to the other Party.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

Compensation

7. The Contractor will charge the Client a flat fee of \$50.00 per hour, plus applicable taxes, to perform the Services (the "Compensation").
8. The Client will be invoiced when the Services are complete.
9. Invoices submitted by the Contractor to the Client are due within 30 days of receipt by the Client.
10. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.
11. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

Insurance

12. The Contractor will have and maintain a minimum of \$1,000,000 of Errors and Omissions Liability Insurance; \$5,000,000 of Bodily Injury and property Damage Liability Insurance; and \$5,000,000 of products and Completed Operations Liability Insurance.
13. The Contractor will supply the Municipality of Brockton with a copy of 'Proof of Insurance' annually.

Confidentiality

14. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, resident address and personal information, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client or an individual residing in the Municipality of Brockton.
15. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
16. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.
17. Any breach or disclosure of Confidential Information shall be grounds for immediate termination of this Agreement and no further or other notice shall be required prior to any such termination.

Ownership Of Intellectual Property

18. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress,

industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

19. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return Of Property

20. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client

Capacity/Independent Contractor

21. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee, and that the Client will not be providing a salary or any other benefit associated with an employee relationship. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

22. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
 - a) The Corporation of the Municipality of Brockton
Attention: Director of Operations
100 Scott Street, P.O. Box 68, Walkerton, ON, N0G 2V0
 - b) Grey Bruce Locating - Division of M&G 820 Ltd.
820 Concession 4 East RR 1 Walkerton, ON N0G 2V0
C/O Mr. Mike Dupuisor to such other address as either Party may from time to time notify the other.

Indemnification

23. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Modification Of Agreement

24. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Assignment

Commented [FH1]:

25. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

26. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

27. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Commented [FH2]:

Titles/Headings

28. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

29. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

30. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

Severability

31. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

32. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

In Witness Whereof the Parties have duly affixed their signatures under hand on this _____ day of _____, 2019.

The Corporation of the Municipality of Brockton

Per: _____

Mayor - Chris Peabody

Per: _____

Clerk - Fiona Hamilton

We have the authority to bind the Corporation

Grey Bruce Locating - Division of M&G 820 Ltd.

Per: _____

President - Mike Dupuis

I have the authority to bind the Corporation