

5. TERMINATION

- 5.1 The Contractor agrees that the Authority reserves the right to postpone or cancel this Contract where, in the opinion of the Authority,
- (a) the commencement or continuation of the work would produce results unsatisfactory to the Authority
 - (b) the Contractor has failed to meet the covenants of this Contract
- 5.2 Termination by the Authority
- (a) the Contractor may be released for shortage of work or funds
 - (b) Where the Authority cancels this Contract under section (5.1), the Authority agrees, subject to the Contract, to pay the Contractor for the unpaid portion of the services performed in accordance with the Contract up to the date in which notice of cancellation is deemed to be given.
 - (c) the Authority is under no obligation to reward all or any part of the incomplete work to the Contractor in the form of a new Contract

6. INDEMNITY

- 6.1 The Contractor hereby releases, indemnifies, and completely holds harmless the Authority, its board members, employees, legal counsel, agents, foundation, and contractors from and against:
- (a) Any suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs;
 - (b) Any breach, violation or non-performance of any covenant, condition or agreement in this Contract set forth and contained on the part of the Contractor to be fulfilled, kept, observed, and performed; and
 - (c) Any loss, damage or injury to any person or property, and for any and all liability, including direct, indirect, special or consequential damages that are not caused directly by breach of contract or negligence of the Authority in providing the Contracted works.
 - (d) This indemnification by the Contractor shall survive the termination of this Contract.

7. GENERAL

- 7.1 Relationship of the parties
- (a) The parties hereto expressly disclaim any intention to create, and nothing in this Contract shall be deemed to create, a partnership or joint venture between them and neither of the parties hereto shall have any authority to act for or to assume any obligation or responsibilities on behalf of the other except as otherwise expressly provided herein.

8. ASSIGNMENT, ALTERATION AND SUBSTITUTION

- 8.1 The Contractor agrees that this Contract, or any part thereof, shall not be assigned, altered or subcontracted without the prior written consent of the Authority.
- 8.2 From time to time, the Authority may require the addition or reduction of areas to be cut, and reserves the right to negotiate a satisfactory agreement to compensate for changes to the initial contract. If a satisfactory agreement cannot be reached, the Contractor or the Authority may mutually agree to cancel the contract without penalty.
- 8.3 No alteration or amendment of this Contract shall take effect unless the same is in writing, duly executed by each of the parties in the same manner as this Contract.

9. NOTICE

9.1 Any demand, notice, direction or other communication to be made or given hereunder (in each case, “**Communication**”) shall be in writing and shall be made or given by personal delivery, by courier, by facsimile transmission, email, or sent by registered mail, charges prepaid, addressed as follows:

Authority: St. Clair Region Conservation Authority
205 mill Pond Crest., Strathroy, ON N7G 3P9
P: 5419-245-3710 ext. 224 F: 519-245-3348
Email: tpayne@scrca.on.ca

Contractor: XXXXXXXX

or to such other address or facsimile number as any party may, from time to time, designate in accordance with this Section.

IN WITNESS WHEREOF the parties hereto have hereunto affixed the signatures of their duly authorized officers together with their Corporate Seals.

Signed and Agreed
By:

The St. Clair Region Conservation Authority

Ken Phillips, General Manager

XXXXXXXXXX, Contractor

SCHEDULE "A"

PROPERTY DESCRIPTION

Property Location Name Clark Wright Conservation Area
Address 7282 Walker Drive

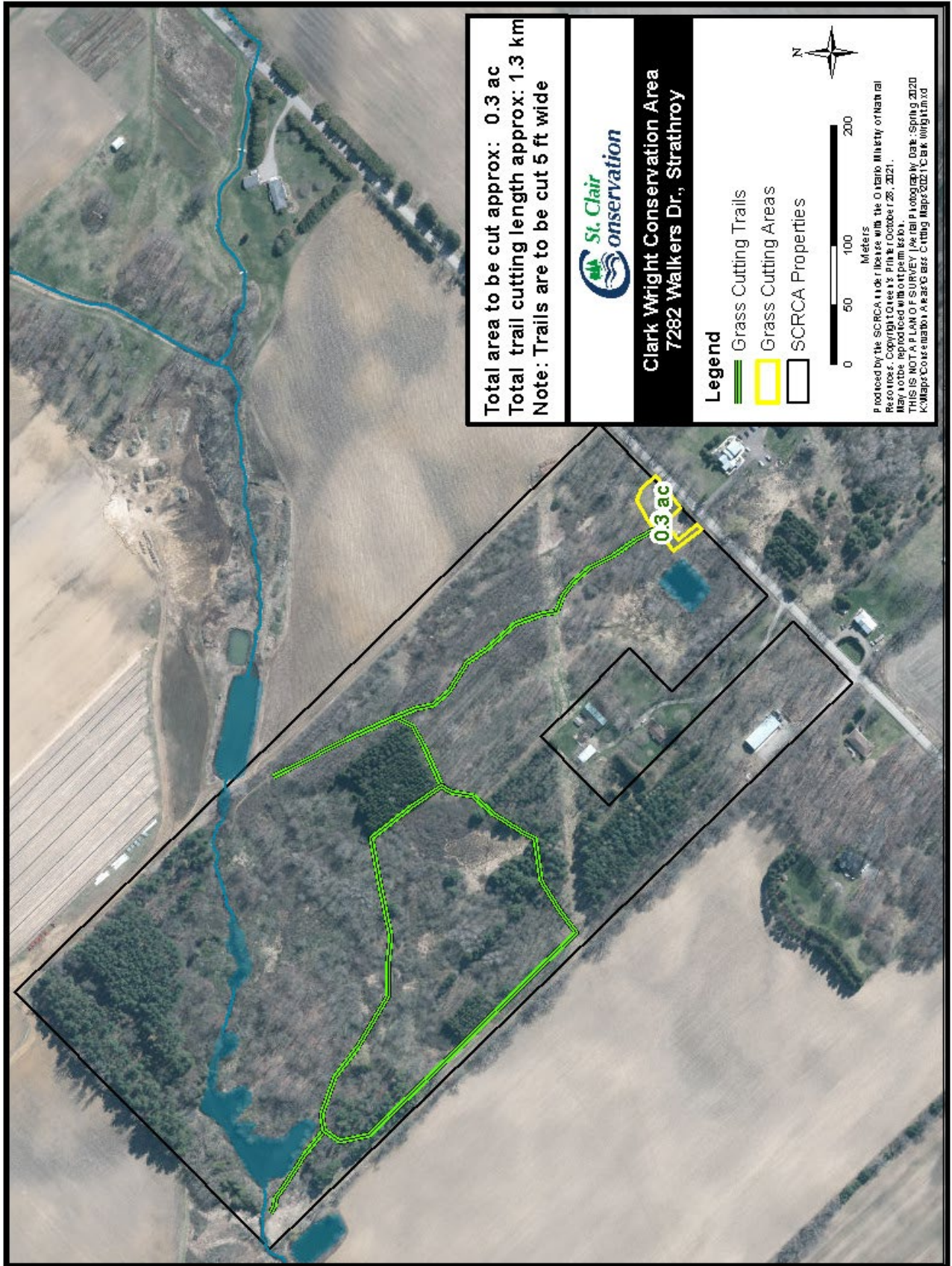
Municipality/ Township Strathroy-Caradoc Geographic Twp. Caradoc
Municipal Roll No. 3916-014-060-12800

Area to be Cut

Trails Width	5	Feet	Trails Length	1300	Meters
Trails Width		Meters	Trails Length		Meters
Trails Width		Meters	Trails Length		Meters
			Block	0.3	Acres
			TOTAL	0.8	Acres

Access From Public Parking Area off of Walker Drive

Clark Wright Conservation Area Property Location Map and Cutting Location



PROPERTY DESCRIPTION

Property Location Name Cuddy Woods
Address 3468 Mullifary Drive

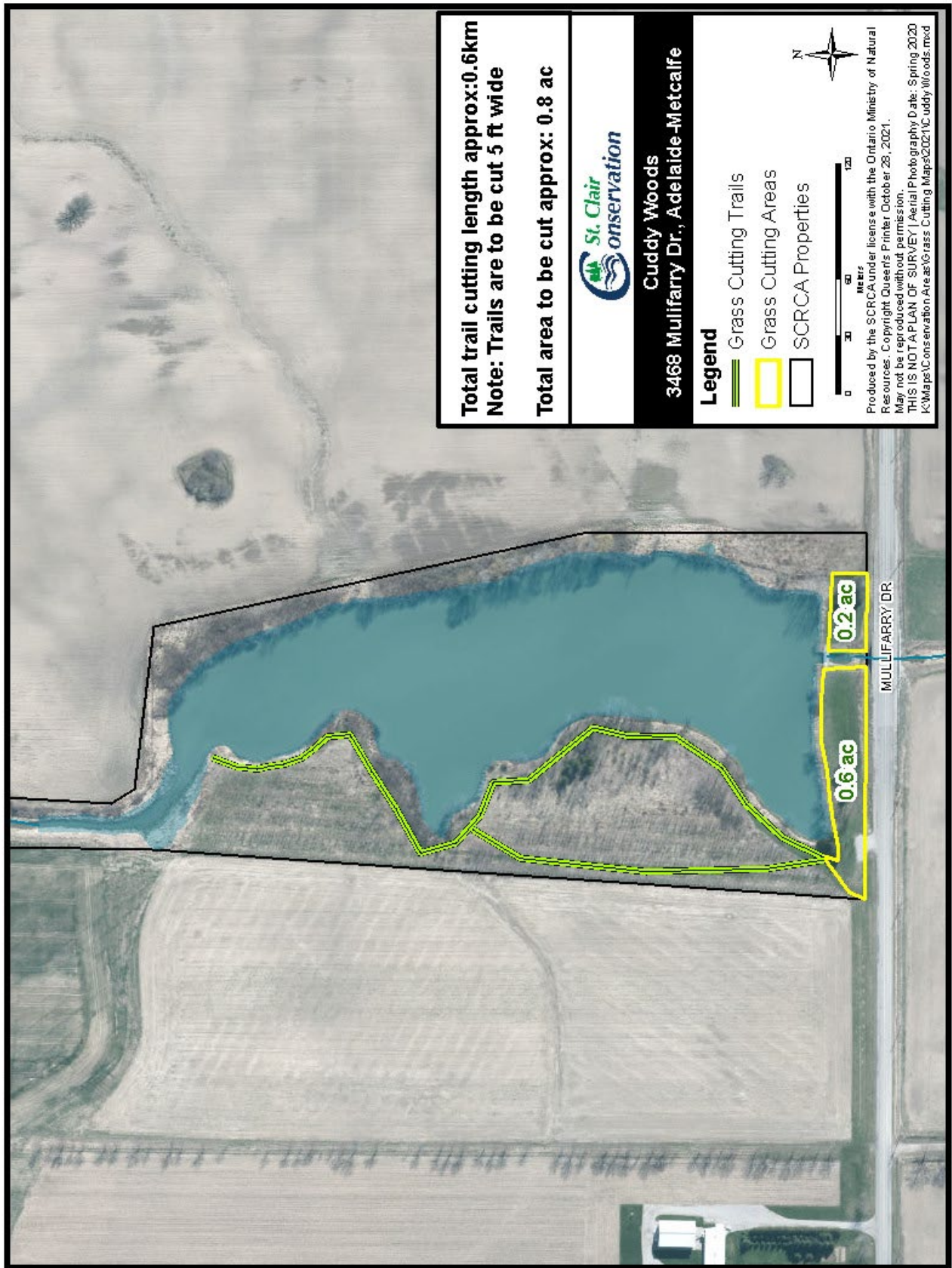
Municipality/ Township Adelaide-Metcalfe Geographic Twp. Adelaide
Municipal Roll No. 3946-000-040-03700

Area to be Cut

Trails Width	5	Feet	Trails Length	600	Meters
Trails Width		Meters	Trails Length		Meters
Trails Width		Meters	Trails Length		Meters
			Block	0.8	Acres
			TOTAL	1	Acres

Access Public parking area off of Mullifary Drive

**Cuddy Woods
Property Location Map and Cutting Location**



PROPERTY DESCRIPTION

Property Location Name Coldstream Conservation Area
Address 327 Quaker Lane

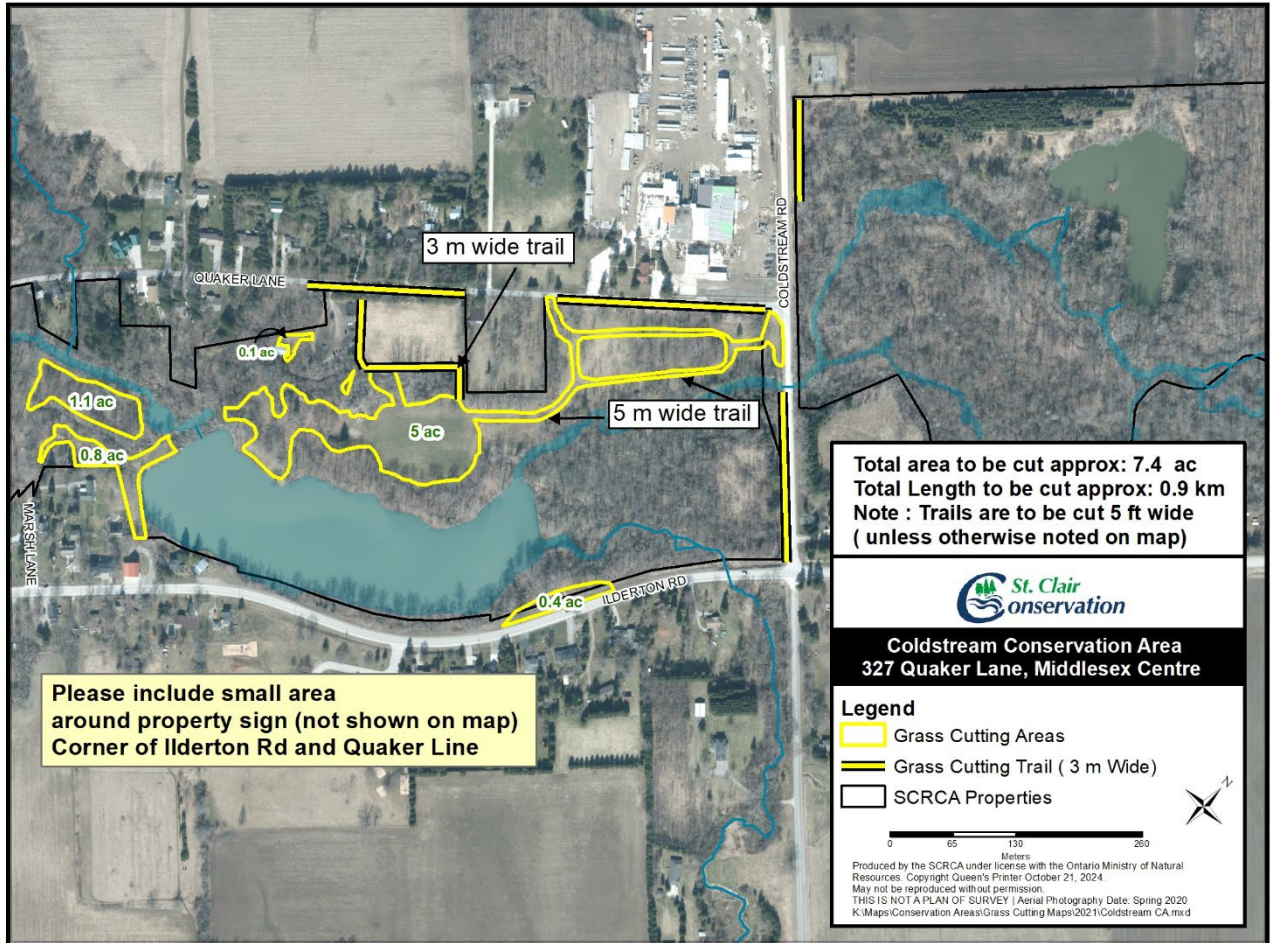
Municipality/ Township Middlesex-Centre Geographic Twp. Lobo
Municipal Roll No. 3939-000-040-09900
3939-000-040-10000

Area to be Cut

Trails Width	3	Meters	Trails Length	900	Meters
Trails Width		Meters	Trails Length		Meters
Trails Width		Meters	Trails Length		Meters
			Block	7.4	Acres
			TOTAL	8.1	Acres

Access Public parking areas off of Quaker Lane and Marsh Lane

Coldstream Conservation Area Property Location Map and Cutting Location



PROPERTY DESCRIPTION

Property Location Name St. Clair Conservation Office
Address 205 Mill Pond Cr.

Municipality/ Township Strathroy-Caradoc
Municipal Roll No. 3916-000-110-14100

Area to be Cut

Trails Width	Mower	Trails Length	Meters
Trails Width	Meters	Trails Length	Meters
Trails Width	Meters	Trails Length	Meters
		Block	0.54 Acres
		TOTAL	0.54 Acres

Access SCRCA Administration Building parking lot at 205 Mill Pond Cr.

**St. Clair Conservation Office
Property Location Map and Cutting Location**



SCHEDULE "B"

COVENANTS

1. CONTRACTOR COVENANTS

The Contractor covenants and agrees with the Authority that:

- 1.1 The Contractor shall employ only competent and orderly employees and he/she and his/her employees shall keep themselves neat and clean and shall be courteous to all members of the public using the lands.
- 1.2 In the performance of this agreement, the Contractor shall be an independent contractor and shall not be a servant or agent of the Authority, and the personnel of the Contractor shall be the servants of the Contractor and not the Authority.
- 1.3 All materials must be supplied by the Contractor and must be in good working order. The conservation authority may inspect the contractor's equipment prior to awarding of this contract.
- 1.4 The Contractor shall be knowledgeable of, and abide by, the provisions of all legislative enactments, by-laws and regulations in regard to health and safety in the Province of Ontario, as well as specific health and safety instructions which may be given to the Contractor by the Authority and without limiting the generality of the foregoing, the Contractor shall specifically ensure that the Contractor is knowledgeable of and performs all obligations imposed by the Occupational Health and Safety Act of Ontario.

2. SCHEDULE OF DUTIES

- 2.1 Cut all grassed areas described on the accompanied map and in accordance with the schedule laid out by the Manager of Conservation Areas or their designate.
- 2.2 Grassed area is to be cut to a height of 2 1/2" to 3".
- 2.3 Cut grass evenly and only with safe and sharp cutting blades at all times. Blow grass away from buildings, structures, sidewalks, and parking areas. Bagging of grass clippings is not required.
- 2.4 The Contractor is responsible for cutting all grass within 6 inches of any post, tree, building or any other structure on these lands.
- 2.5 Pick up and remove paper and other debris from the grass areas before and during each cutting operation.
- 2.6 Tractors and heavy mowing equipment shall not be permitted on turf areas where soil conditions are too wet and soft.
- 2.7 The Contractor shall raise all picnic tables in order to provide an even and uniform cut as required.
- 2.8 If at any time the Contractor or the Contractor's workers is unsure of the course of action to follow, work should stop and one of the St. Clair Region Conservation Authority representatives should be immediately contacted for assistance

3. INSURANCE

- 3.1 The Contractor shall, at his own expense, obtain such public liability and property damage insurance as will protect the Contractor and the St. Clair Region Conservation Authority, officers, agents and servants, against any claim for damages or personal injuries, including death, which may arise from, or be connected with, the operation of the contract,
- 3.2 Insurance shall have a minimum limit of \$2,000,000.00 inclusive coverage for any one occurrence or accident.
- 3.3 The insurance shall cover the period from April 15th to October 30th, in each year of

the term of this Contract and the Contractor shall file with the Authority before commencement of the Contract proof of such insurance.

4. WORKPLACE SAFETY AND INSURANCE BOARD

- 4.1 The Contractor accepts full and exclusive liability for the payment of all premiums, assessments, etc. imposed under the Workplace Safety and Insurance Board (WSIB).
- 4.2 All Contractors are required to provide a "Certificate of Clearance", from WSIB. This shall be submitted prior to the commencement of any work.