



**Workplace
Wellbeing**

Service Agreement

Health and Safety Management System Development

This **SERVICE AGREEMENT** (hereafter called the “**Agreement**”) is made and entered into this 23rd day of February 2023 (the “Effective Date”) by and between:

Occupational Safety Group Inc.

3330 Dingman Drive, London, ON, N6E 3W8
(hereinafter referred to as “**OSG**”)

- and -

Township of Lucan Biddulph

33351 RICHMOND STREET R . R. # 3 LUCAN, ONTARIO N0M 2J0
(hereinafter referred to as the “**Client**”)
(each, a “**Party**”; collectively, the “**Parties**”)

WHEREAS OSG is engaged in the business of providing Human Resource and Health & Safety services;

AND WHEREAS the Client wishes to engage OSG, and OSG accepts such engagement to provide services outlined in Schedule A (hereinafter referred to as “Services”);

NOW THEREFORE, this Agreement witnesses that, in consideration of the mutual covenants hereinafter sets out and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the Parties agree as follows:

1. Term

OSG shall provide Services commencing at the time of the execution of this Agreement, subsequently this Agreement will continue to be in effect until terminated pursuant to Section 5 of this Agreement.

2. Fees and Payment

Client will pay OSG as outlined in Schedule “B”, in Canadian funds, plus applicable taxes.



519.850.4000
800.815.9980



3330 Dingman Drive
London, Ontario, N6E 3W8



info@osg.ca
www.osg.ca

3. Relationship

OSG agrees to perform Services in such a manner as is in the best interest of the client and abide by any applicable laws and professional standards in performance of its Services. It is agreed that this Agreement shall not create any partnership, joint venture, employer/employee, principal/agent or any other relationship between OSG and the Client except of the independent contractor and contractee.

OSG shall have no authority to and agrees that it shall not enter into, incur, make, change, enlarge or modify any contract, liability, obligation, representation, guarantee, warranty or commitment on behalf of the Client, unless expressly requested to do so by the Client.

4. Confidentiality

OSG acknowledges that during the provision of Services, it will be exposed to private and confidential business information belonging to the Client and its affiliates, employees, associates, and clients. OSG agrees to not use, directly or indirectly, for its own account or for the account of any person, firm, corporation or other entity or disclose to any person, firm, corporation or other entity, any information regarding the Client or its affiliates, associates or clients, disclosed or entrusted to OSG or developed or generated by OSG in the performance of Services, including but not limited to information relating to the Client or its affiliates', associates', clients', or partners' organizational structure, operations, business plans, marketing strategies, technical projects, products, services, pricing data, financial information, business costs, research data results, inventions, trade secrets, customers lists, customer prices or other work produced, or developed for the Client or its affiliates, associates or clients.

With respect to all confidential information and other documents of the Client in its possession, OSG acknowledges that it is in a position of trust and subject to a fiduciary duty to use the information only in the interests of the Client and its business.

The provisions of this Section 4 shall not apply to any proprietary, confidential or secret information which, at the commencement of the Term, or at some later date, is or becomes publicly known under circumstances involving no breach of this Agreement or is lawfully and in good faith made available to OSG without restrictions as to disclosure to a third party.

5. Termination

This Agreement may be terminated by either Party upon giving fourteen (14) days advance notice.

Upon termination, the Client shall owe OSG any unpaid compensation due under this Agreement for Services rendered up to the date of termination within 30 days.

6. Non-Solicitation of Employees / Contractors

The Client agrees that during the currency of this Agreement and for one (1) year following the date of termination of this Agreements hereunder it shall not solicit the employees and/or contractors of OSG for the purpose of offering them employment or otherwise seeking services reasonably similar to those herein.

7. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and laws of Canada applicable therein. The Client and OSG each hereby agree to be bound to the jurisdiction of the courts of the Province of Ontario.

8. Limitation of Liability

To the extent permitted by applicable law, the Client agrees that the OSG's maximum aggregate cumulative liability to the Client for all past, present and future claims, demands, actions, causes of actions, requests, lawsuits, judgments, damages, costs, expenses, prejudices or losses, excluding fraud related claims, in relation to or arising under this Agreement (whether for breach of contract, strict or statutory liability, negligence or any other legal or equitable theory) shall be limited to the total payment liability of the Client under this Agreement. The Client hereby agrees that OSG shall not be liable for any indirect, special or consequential damages of any type or nature arising out of or relating to the performance of its obligations under this Agreement.

9. Intellectual Property

Nothing in this Agreement shall constitute the sale or assignment of the intellectual property rights of OSG in the written materials presented and oral information provided as part of the delivery of the services. The delivery of such materials and information is done so on the basis that the Client is granted a limited, non-assignable, license for use of the materials for the express purpose provided in the Agreement in the ordinary business of the Client and for no other purpose. Nothing set forth herein shall be construed to grant the Client any rights, title or interest in any materials, processes, improvements, designs, patents, copyright, trade secret or other intellectual property rights which are owned, controlled, conceived, created, written, developed, or reduced to practice by OSG.

10. General Provisions

- 10.1 This Agreement constitutes the entire understanding between the Parties and supersedes all prior verbal, written or implied agreements, representations or warranties with respect to the subject matter hereof.
- 10.2 This Agreement cannot be modified except by written instrument signed by both Parties hereto.
- 10.3 If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such enforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such provision shall be severable from the remainder of this Agreement.
- 10.4 This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties hereto shall be governed by, the laws of the province of Ontario and such other federal laws applicable therein. Any disputes shall be exclusively resolved by arbitration before a single arbitrator in accordance with the Canadian Arbitration Association (CAA) Arbitration Rules. The place of the arbitration shall be London, Canada. The award of the arbitrator shall be the sole and exclusive remedy
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under this Agreement; shall include attorneys' fees and ordinary costs incurred by the prevailing party as determined by the arbitrator; shall not include any interest; shall be payable promptly in Canadian dollars free of any tax, deduction or offset; shall include any costs, fees or taxes incident to enforcing the award against the resisting party; and may be entered and enforced in any court having jurisdiction.

10.5 No waiver, whether by conduct or otherwise, of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in an instrument duly executed by the party to be bound by it.

10.6 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns but may not be assigned by either Party without written consent of the other Party.

10.7 This Agreement may not be assigned by the Client without the express written consent of OSG.

10.8 This Agreement shall be executed by facsimile and in any number of counterparts and, if so executed, shall be legal, valid, binding and enforceable to the same extent as if signed by all Parties.

Schedule A: Services

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DELIVERABLE: Health and Safety Management System**Start Date:** April 2023 **Final Deliverable Month:** December 2024

OSG will develop a custom Health and Safety Management System (HSMS) for the Client. The development period will span over two years and is recommended to be completed in the following order and grouping to assist with ease of implementation. Should the client wish to change the timeline of the deliverables, OSG requires 30 days' notice of such changes.

Bundle 1 – Programs & Policies – Tentative Delivery Date: April 2023

Existing Program review and revisions

1. Health and Safety Policy
2. Roles and Responsibilities Policy
3. Violence and Harassment Policy and Program
4. Emergency Response Program – New Program Development

Onsite visit is required during this period.

Maximum Billable Hours: 20**Bundle 2 – Programs & Policies – Tentative Delivery Date:** June 2023

5. Joint Health and Safety Committee Program
6. Workplace Inspections Program
7. Work Refusal Policy

Maximum Billable Hours: 15**Bundle 3 – Programs & Policies – Tentative Delivery Date:** September 2023

8. Hazard Identification and Risk Assessment Program
9. First Aid Program

Maximum Billable Hours: 14**Bundle 4 – Programs & Policies – Tentative Delivery Date:** December 2023

10. Early and Safety Return to Work Program
11. WHMIS
12. Buffer Policy #1

Maximum Billable Hours: 16

Bundle 5 – Programs & Policies – Tentative Delivery Date: March 2024

13. Confined Space Entry Program
14. Trenching Safety Program

Maximum Billable Hours: 14

Bundle 6 – Programs & Policies – Tentative Delivery Date: June 2024

15. Working Alone Program
16. Working Near Traffic Program
17. Working Outdoors – Heat Stress and Cold Stress Program

Maximum Billable Hours: 12

Bundle 7 – Programs & Policies – Tentative Delivery Date: September 2024

1. Preventative Maintenance Program
2. Contractor Management Program
3. Personal Protective Equipment Program

Maximum Billable Hours: 20

Bundle 8 – Programs & Policies – Tentative Delivery Date: December 2024

1. Ergonomics Program
2. Buffer Policy #2
3. Buffer Policy #3

Maximum Billable Hours: 22

Total Maximum Billable Hours: 133

Range of hours – 90 to 133 hrs

Prior to the commencement of the project, OSG requires Client's existing safety policies, programs & Standard Operating Procedures. In addition to, regular access to individual(s) knowledgeable of the Client's operations is pertinent – especially during the site visit.

The final deliverable will be a digital (editable) Health and Safety Management System.

Schedule B: Fees

Health and Safety Management System Development
Comprised of Bundles (as indicated in Schedule A: Services)
Billed at \$185 per hour.

Bundle 1 – Tentative Delivery Date: April 2023 | **Max. Billable Hours:** 20
Max Subtotal: \$3,700

Bundle 2– Tentative Delivery Date: Sept. 2023 | **Max. Billable Hours:** 15
Max Subtotal: \$2,775

Bundle 3 – Tentative Delivery Date: Dec. 2023 | **Max. Billable Hours:** 14
Max Subtotal: \$2,590

Bundle 4– Tentative Delivery Date: March 2024 | **Max. Billable Hours:** 16
Max Subtotal: \$2,960

Bundle 5 – Tentative Delivery Date: June 2024 | **Max. Billable Hours:** 14
Max Subtotal: \$2,590

Bundle 6 – Tentative Delivery Date: Sept. 2024 | **Max. Billable Hours:** 12
Max Subtotal: \$2,220

Bundle 7 – Tentative Delivery Date: Dec. 2024 | **Max. Billable Hours:** 20
Max Subtotal: \$3,700

Bundle 8 – Tentative Delivery Date: March 2025 | **Max. Billable Hours:** 22
Max Subtotal: \$4,070

Maximum Billable Hours: 133

Maximum Billable Subtotal: \$24,605.00
\$3,198.65_{HST}

Maximum Billable Total: \$27,803.65

The final invoice will be reflective of actual hours worked to the maximum indicated and will be billed at the time of Bundle delivery.

A 20% deposit of total services, in the amount of \$5560.73 is due upon the signing of the Service Agreement.

Any Services rendered outside of "Schedule A: Services" will incur additional charges.

Signatures

The Client accepts the terms and conditions as outlined herein and acknowledges receipt of a copy of this Agreement. The Consultant expressly consents to the execution and delivery of this Agreement by email, which shall be considered binding up the Client as if an original.


Client: **Mayor- Cathy Burghardt-Jesson, Clerk – Ronald Reymer**

Signature of Signing Authority: _____

Name of Signing Authority: _____

Date Signed: _____

Consultant: **OSG**

Signature of Signing Authority:  _____

Name of Signing Authority: Ana Ivanic, COO

Date Signed: February 23, 2022
