City of PICKERING

INDEMNIFICATION AND INSURANCE ACKNOWLEDGEMENT FORM

1. The contractor agrees to indemnify and save harmless the City and its employees from all actions, suits, claims, demands for all damage or injury including death to any person or persons and costs whatsoever which may arise directly or indirectly by reason of a requirement of this contract, save and except for damage caused by the negligence of the City or its employees.

2.. The contractor shall maintain and pay for Comprehensive General Liability Insurance including premises and all operations. This insurance coverage shall be subject to limits of not less than two million ($2,000,000.00) dollars inclusive per occurrence for third party Bodily Injury and Property Damage.

   (a) The policy shall include **City of Pickering as an additional insured** without subrogation but only with respect to its interest in the operations performed by or on behalf of the contractor.

   (b) The policy shall not be altered, cancelled or allowed to expire or lapse, without thirty (30) days prior written notice to the City.

   (c) If the City is not provided with a renewal of the policy at least thirty (30) days prior to its expiration date, then the City may arrange a public liability policy insuring the City in the amount of $2,000,000.00 at the expense of the contractor, which may be recovered from amounts owed to the contractor or from any form of security still in the City's possession.

3. An original certificate (City's form) shall be provided prior to commencement of work. As the City may require, the contractor shall prove that all premiums on policy(ies) have been paid.

Workplace Safety & Insurance Board:

All of the Company's personnel must be covered by the Workplace Safety & Insurance Board. A **Certificate of Clearance from the Workplace Safety & Insurance Board shall be provided prior to the commencement of Work** indicating all payments by the Company to the Board have been made AND a current certificate will be provided to the City routinely throughout the contract. Prior to final payment, a Certificate of Clearance shall be issued, indicating all payments by the Company to the Board in conjunction with the subject Contract have been made and the City will not be liable to the Board for future payments in connection with the Company's fulfillment of the Contract. Further certificates shall be provided upon request.

If deemed to be an Independent Operator by the Workplace Safety and Insurance Board:

A Contractor deemed to be an Independent Operator by the Workplace Safety & Insurance Board is to provide a copy of such letter to the City containing the Independent Operator identification number issued by the Board.

A Contractor deemed to be an Independent Operator by the Worker's Compensation Board must opt for and be covered for optional insurance offered by the Workplace Safety & Insurance Board and provide a Certificate of Clearance as proof of same prior to commencement of works with the City and/or upon request.

I acknowledge the aforementioned information:

Company Name _____ Date: _____

Authorized Official _____

Signature Print Title