



**THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT
REQUEST FOR QUOTATIONS
FOR
NORTH STORMONT ARENA
MECHANICAL EQUIPMENT MAINTENANCE SERVICE**

CLOSING

DATE: JUNE 19TH, 2020

TIME: 11:00 A.M.

LOCATION: TOWNSHIP OF NORTH STORMONT

15 Union Street, Berwick, ON

Phone: 613-984-2821

LATE QUOTATIONS WILL NOT BE ACCEPTED

The Corporation of the Township of North Stormont reserves the right to accept or reject all or part of any Quotation, to accept other than the lowest Quotation, and to cancel this Request for Quotations at any time.

TABLE OF CONTENTS

| | | |
|----------|--|-----------|
| Part I | Definitions | pg. 3 |
| Part II | General Conditions | pg. 4 |
| 1. | Overview | pg. 4 |
| 2. | Introduction | pg. 4 |
| 3. | Objectives | pg. 4 |
| 4. | Inquiries | pg. 4 |
| 5. | RFQ Schedule and Closing Time | pg. 4 |
| 6. | Late Submission | pg. 5 |
| 7. | Quotation Opening | pg. 5 |
| 8. | Completion of Quotations | pg. 5 |
| 9. | Addendum/Addenda | pg. 5 |
| 10. | Quotation Preparation and Submission | pg. 5 |
| 11. | Right to Accept or Reject Quotations | pg. 6 |
| 12. | Evaluation Criteria | pg. 6 |
| 13. | Payment Terms | pg. 6 |
| 14. | Prohibited Contractor Communications | pg. 6 |
| 15. | Contractor Not to Communicate with the Media | pg. 6 |
| 16. | Responsibility for Damages | pg. 6 |
| 17. | Regulation of Compliance and Legislation | pg. 7 |
| 18. | Confidential Information of the Township | pg. 7 |
| 19. | Municipal Freedom of Information and Protection of Privacy | pg. 7 |
| 20. | Rights of the Township | pg. 7 |
| 21. | Governing Law of the RFQ Process | pg. 8 |
| 22. | Purchasing Policy | pg. 8 |
| 23. | Conflict of Interest | pg. 8 |
| 24. | Insurance | pg. 8 |
| Part III | Quotation | pg. 9-10 |
| Part IV | Contractor Information Form | pg. 11 |
| Part V | Standard Agreement | pg. 12-20 |

PART I – DEFINITIONS

The following definitions apply to the interpretation of the Request for Quotations”

1. **“Addenda or Addendum”** means such further additions, deletions, modifications or other changes to any Request for Quotation (RFQ) documents.
2. **“Closing Time”** means the time specified in Part II, RFQ Schedule and Closing Time, by which all quotation submissions shall be received and stamped by the Township.
3. **“Conflict of Interest”** includes, but is not limited to, any situation or circumstance where:
 - a) in relation to the RFQ process, the Contractor has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: having or having access to information in the preparation of its Quotation that is confidential to the Township and not available to other Contractors; communicating with any person with a view to influencing preferred treatment in the RFQ process; or engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFQ process and render that process non-competitive and unfair; or
 - b) in relation to the performance of its contractual obligations in a Township contract, the Contractor’s other commitments, relationship or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.
4. **“Contract”** means the agreement governing the work described in the RFQ which has been duly awarded by the Township following acceptance of the successful Quotation.
5. **“Contractor”** means the legal entity submitting a Quotation in response to this Request for Quotations.
6. **“Council”** means the elected Council of the Township of North Stormont.
7. **“Purchase”** means the agreement in writing governing the purchase of goods or services, which has been executed by the Township and the Contractor following acceptance by the Township of the successful quotation.
8. **“Quotation”** means the submission in the form prescribed by this Request for Quotations and completed and submitted by a Contractor in response to and in compliance with the Request for Quotations and for the purpose of entering into the Contract with the Township in the event of award.
9. **“Request for Quotation”** or **“RFQ”** means collectively all the documents comprising the Request for Quotations, namely Part I to III, inclusive.
10. **“Supplier”** means the legal entity submitting a Quotation in response to this Request for Quotations. Synonymous with Contractor for the purposes of this RFQ.
11. **“Township”** means The Corporation of the Township of North Stormont, as the case may be, and as identified in the RFQ documents and for the purpose of the award and execution and performance of the Contract shall mean the entity awarding the Contract.

PART II – GENERAL CONDITIONS

1. Overview

The Township of North Stormont is soliciting Quotations from businesses directly involved with the servicing of Arena Mechanical Plant Equipment. The ice season runs from late August when the plant is put back into service, maintenance throughout the ice season, and shut down in mid-June.

2. Introduction

The North Stormont Arena underwent major renovations in 2014 to upgrade the facility. This included the installation of new plant equipment. Located within the Village of Finch, the North Stormont Arena is a hub of activity three seasons of the year.

3. Objectives

The Township of North Stormont is seeking proposals from professional companies or organizations holding the proper certifications to maintain and service the North Stormont Arena Plant.

Quotes must include all costs associated with:

- Starting the Plant in late August
- Maintenance and Servicing throughout the ice season
- Shutting down the Plant in mid-June
- Emergency Services Calls

4. Inquiries

All inquiries concerning this RFQ, including specifications, process and results are to be directed through:

John Deboer, Arena Manager
E-mail: jdeboer@northstormont.ca

Inquiries must not be directed to any other Township employees. All inquiries must be made in writing. Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the RFQ will be circulated in writing as an Addendum to all Contractors who have received the RFQ document from the Township and have provided an e-mail address. If the RFQ is posted on a website specifically meant for the solicitation of goods and services, all addendum will be issued through the website service.

5. RFQ Schedule & Closing Time

The Township clock determines the Closing Time of the RFQ. Below is the anticipated schedule for the procurement process.

| Task | Date |
|-------------------------------|---|
| Issue Request for Quotations | Thursday, June 11 th 2020 |
| Request for Quotations Closes | Friday, June 19 th 2020 (11am) |

6. Late Submission

Quotations received after the official closing time will not be considered during the selection process and will be returned to the respective Contractor without consideration.

7. Quotation Opening

The Quotations will be opened publicly immediately following the closing for the purposes of registration. A subsequent evaluation of the Quotations will be conducted administratively by the Township of North Stormont staff at a time subsequent to the public opening.

8. Completion of Quotations

The Quotations sheets (pages 10 and 11) provided with the RFQ must be completed and submitted as part of the submission. All entries in the Quotation shall be clear and legible. All items shall be included according to any instruction in the RFQ Documents. Alterations may be made providing they are legible and initialed by the Contractor's signing officer. Quotations which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations incorrectly submitted, or irregularities of any kind may be rejected.

9. Addendum/Addenda

Addendum/Addenda, if required, and related to said Contract shall hereby form part and parcel of the said Contract. Failure to acknowledge Addendum/Addenda issued may result in a non-compliant Quotation. It is the responsibility of the Contractor to have received all Addendum/Addenda that have been issued by the Township.

10. Quotation Preparation and Submission

All Quotations shall be submitted in the format provided by the Township in the RFQ.

The Quotation submission must clearly indicate attention to John Deboer, Arena Manager, RFQ Number EPR-001-2020 and Date and Time of Closing (11:00 a.m. June 19th, 2020).

Quotations delivered in person or by a courier service, without clearly indicating RFQ submission, or if the Quotation fails to be delivered to the designated location (Township office) by the Contractor or courier service may be rejected. Quotations that are not delivered on time shall result in the Quotation being rejected. Delivery of the Quotation submission envelope/packages through a Courier Service shall be the responsibility of the Contractor and shall result in the submission being rejected where:

- a) The Quotation submission envelope/package is delivered to a location other than which is stated on the envelope/package and fails to be delivered to the Township Office prior to the closing date and time; and/or
- b) Quotation submission envelope/package which is enclosed in the Courier Envelope that does not state "RFQ Submission Enclosed" and is not removed from the Courier's Envelope prior to the closing date and time; and/or
- c) Quotation submission envelope/package is delivered later than the closing date and time.

Amendment by telephone to a Quotation already submitted shall not be accepted or considered. The Quotation shall be signed in the space(s) provided by a duly authorized official of the Contractor. If a joint Quotation is submitted, it shall be signed on behalf of each of the Contractors and if the signing authority for both Contractors is vested in one individual, he/she shall sign separately on their behalf. Signatures on behalf of a non-incorporated body or by individuals shall be witnessed. In the case of an incorporated company, the corporate seal should be affixed to the Quotation adjacent to the authorized signature.

11. Right to Accept or Reject Quotations

The Township reserves the right, at its sole discretion, to reject any or all Quotations or to accept any Quotations should it be deemed to be in the best interest of the Township to do so.

12. Evaluation Criteria

The Acceptance of the Quotation will be determined by, however not limited to, the following considerations:

- i) Best Value of the Township
- ii) Safety performance of the Contractor
- iii) Reputation and ability of the Contractor
- iv) Schedule
- v) References

13. Payment Terms

The Township's normal terms of payment are NET 30 days.

14. Prohibited Contractor Communications

Any attempt on the part of any Contractor or any of its employees, agents, sub-contractors or representatives to contact any person other than the Township Contact with respect to this RFQ will be grounds for disqualification. For clarification and without limiting the generality of the foregoing, no attempt will be made to contact any member of the Township's Evaluation Team, elected officials or any expert or other advisor assisting the Township's Evaluation Team or any staff of the Township.

In such event, and without any liability, the Township may, in its sole and absolute discretion, in addition to any other remedies available at law, disqualify the Quotation submitted by the Contractor.

15. Contractor Not to Communicate with the Media

A Contractor may not at any time directly or indirectly communicate with the media in relation to this RFQ or any Contract awarded pursuant to this RFQ without first obtaining written permission of the Township Contact.

16. Responsibility for Damages

The successful Contractor shall indemnify and save harmless the Township from and against all claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted by, or attributed to any such damages, injury or infringement as a result of activities under this Contract.

17. Regulation Compliance and Legislation

The successful Contractor shall ensure all services and products provided in respect of this Contract are in accordance with and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation, including but not limited to:

- i) The Environmental Protection Act (Ontario) and its regulations
- ii) The Occupational Health and Safety Act and its regulations
- iii) The Workplace Safety and Insurance Act
- iv) The Canadian Environmental Protection Act

The Township reserves the right to request authentic copies from the successful Contractor or any documentation relevant to the aforementioned compliance requirements. Failure to provide may result in cancellation of the award.

18. Confidential Information of the Township

All information provided by or obtained from the Township in any form in connection with this RFQ either before or after the issuance of this RFQ:

- i) is the sole property of the Township and must be treated as confidential;
- ii) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent agreement
- iii) must not be disclosed without prior written authorization from the Township; and,
- iv) shall be returned by the Contractor to the Township immediately upon the request of the Township.

19. Municipal Freedom of Information and Protection of Privacy Act

Information provided by a Contractor may be released in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990 c. M 56 as amended. A Contractor should identify any information in its Quotation or any accompanying documentation for which confidentiality is to be maintained by the Township.

The confidentiality of such information will be maintained by the Township, except where an order by the information and Privacy Commission or a court requires the Township to do otherwise.

20. Rights of the Township

In addition to any other express rights or any other rights which may be implied in the circumstances, the Township reserves the right to:

- i) make public the names of any or all Contractors;
- ii) request written clarification or the submission of supplementary written information from any Contractor;
- iii) waive formalities and accept Quotations which substantially comply with the requirements of this RFQ;
- iv) verify with any Contractor or with a third party any information set out in a Quotation;
- v) check references other than those provided by any Contractor;

- vi) disqualify any contractor whose Quotation contains misrepresentations or any other inaccurate or misleading information;
- vii) disqualify any Contractor or the Quotation of any Contractor who has engaged in conduct prohibited by this RFQ;
- viii) make changes, including substantial changes, to this RFQ provided that those changes are issued by way of addenda in the manner set out in this RFQ;
- ix) accept or reject a Quotation if only one Quotation is submitted;
- x) select any Contractor other than the Contractor whose Quotation reflects the lowest cost to the Township;
- xi) cancel this RFQ at any stage;
- xii) cancel this RFQ process at any stage and issue a new RFQ for the same or similar service;
- xiii) accept any Quotation in whole or in part, provided that doing so complies with the Township's Purchasing Policy (By-law 38-2017) and other applicable laws;
- xiv) discuss with any Contractor different or additional items to those contemplated in this RFQ or in any Contractor's quotation; and,
- xv) reject any or all Quotations at its absolute discretion.

21. Governing the RFQ Process

This RFQ process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

22. Purchasing By-law

The provisions of the Township of North Stormont's Purchasing Policy By-law 38-2017 shall apply to this RFQ. In the event of any inconsistency or conflict between the provisions of this RFQ and the provisions of the Township's Purchasing Policy, the latter shall govern.

23. Conflict of Interest

The Contractor, by submitting a Quotation in response to this RFQ confirms that there is not now, nor was there in the past, any actual or potential Conflict of Interest (the definition for which is set out in the definition provision of the RFQ) relating to the preparation of this Quotation nor is there any unforeseen actual or potential Conflict of Interest in performing the obligations contemplated in the RFQ.

24. Insurance

The Contractor will maintain and pay for Commercial General Liability Insurance, which shall include premises and all operations liability to be performed by the Contractor, his/her employees, and/or agents. This insurance coverage shall be subject to limits of not less than Five Million Dollars (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

Where applicable, the Contractor will carry Standard Automobile and Non-Owned Automobile Liability Insurance and shall protect against all liability arising out of the use of owned or leased vehicles, used by the Contractor, its employees or agents. The limits of liability for both owned and non-owned vehicles shall not be less than Two Million Dollars (\$2,000,000) per occurrence.

QUOTATION

The Corporation of the Township of North Stormont
15 Union Street, Berwick, ON K0C 1G0
RFQ # EPR-001-2020
North Stormont Arena Plant

Please provide pricing for the provision of the following service for the North Stormont Arena Plant:

Annual Start Up

- Visually inspect the plant before starting
- Startup refrigeration plant, throttle valves as temperatures change
- Check all pressures and temperatures
- Check compressor operation
- Check ammonia refrigeration levels
- Check temperatures of all fluids and gases in the system
- Check all pump seals and bearings for leakage and vibration
- Check compressor seals for excessive leakage
- Check compressor cooling
- Check oil level in all compressors
- Check seal overflow containers
- Check oil pressures and adjust if necessary
- Inspect compressor control panels
- Check all vessels, tanks and drain oil pots
- Check and verify controller settings and operation
- Check operation of valves
- Check for Ammonia Leaks
- Inspect the two dehumidifiers for leaks, belts etc.

A mid-season inspection is to be done in the month of January

Compressor Oil Changes

- As per Original Equipment Manufacturer (OEM) specifications
- The compressor oil is to be changed at the end of the season
- When oil is being changed the bases and oil strainers are to be cleaned
- Cuno filter is to be removed and cleaned
- When reassembling new gaskets are to be installed
- All used oil is to be removed by the contractor

Annual Shut Down

- Shut down all equipment to manufacture's standards
- Check Ammonia refrigeration levels
- Check all pump seals and bearings for leakage and vibration
- Check compressor seals for excessive leakage

- Check condenser pump and tank
- Shut down dehumidifiers
- Close all necessary valves
- All electrical switches open
- Glycol testing
- Make any necessary maintenance recommendations

Emergency Maintenance

- Provide emergency maintenance services on an as needed basis to the Township. An Emergency is constituted when a service call is placed outside of general business operating hours.

| | |
|---|----|
| Provision of Annual Start Up, Maintenance and Shut Down Services | \$ |
| HST | \$ |
| Total | \$ |

Hourly Rate for Emergency Maintenance: \$ _____

NOTE: The prices quoted are the be firm and must reflect all transactions and administrative charges. To the extent that any potential costs are excluded from the quoted prices, such items and their cost implications for the Township must be clearly identified here:

- Quotation shall be valid for a minimum period of sixty (60) days from the Closing Date
- Include Proof of Insurance and WSIB clearance with the Quotation
- Provide three (3) references for similar services completed with key contact information

Contractor

Signature

Date

PART IV CONTRACTOR INFORMATION FORM
The Corporation of the Township of North Stormont
RFQ # EPR-001-2020
North Stormont Arena Plant Maintenance Service

This Quotation is submitted by: _____

Address: _____

Telephone: _____

E-mail Address: _____

Contactor's Business Number: _____

Name of Authorized Person(s): _____

Position(s) of the Person(s): _____

The following Addenda have been received and considered and quoted prices reflect the requirements set forth therein.

Addendum # _____ through Addendum # _____

PART V: STANDARD AGREEMENT FORM FOR CONTRACTED SERVICES

This Agreement made in triplicate on the _____ Day of _____

Two Thousand and _____.

By and between

THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT
(hereinafter called the "Owner")

and

(hereinafter called the "Contractor")

Witness: that the parties agree as follows

ARTICLE A-1 THE WORK

The Contractor shall:

- a) Perform the work required by the Contract Documents for:

Service Agreement for the North Stormont Arena Mechanical Plant

Request for Quote Number: EPR-001-2020

which have been signed by the parties, and which were prepared by The **Corporation of the Township of North Stormont**; and _____

- b) Do and fulfill everything indicated by this Agreement; and
c) Complete the work in accordance with the submitted Quotation.

ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in **Article A-1** of the Agreement. All attachments and appendices referred to in the Contract Documents are considered part of it. This list is subject to subsequent amendments in accordance with the provisions of the Contract and agreed upon between the parties.

The Contract Documents shall include the following:

- a) The Agreement between the Township and the successful Respondent;
- b) Request for Quotations;
- c) Addenda No's 1, through (TBD);
- d) Formal Quotation
- e) Contractor's Information Form

ARTICLE A-4 PAYMENT

The Owner shall pay the Contractor in Canadian funds as per **SECTION 14** of the RFQ.

ARTICLE A-5 RIGHTS AND REMEDIES

- a) The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.
- b) No action or failure to act by the Owner, Consultant or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES

Communications in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual or to a member of the firm or to an officer of the company for whom they are intended or if sent by post, to have been delivered within five (5) working days of the date of mailing.

THE OWNER AT:

THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT

Name of Owner

John Deboer

Name of Contact

15 UNION STREET, BERWICK, ON, K0C 1G0

Address of Owner

(613) 984-2821 EXT. 3000

(613) 984-2908

Telephone number

Fax number

jdeboer@northstormont.ca

E-mail

THE CONTRACTOR AT:

Name of Contractor

Name of Contact

Address of Contractor

Telephone number

Fax number

E-mail

ARTICLE A-7 DISPUTE RESOLUTION

- a) The parties will try to resolve any difference between them on any matter in this Agreement by negotiation between themselves personally or by their lawyers.
- b) Notwithstanding the foregoing, except for the Owner's payment obligations hereunder, all other differences or disputes which arise between the parties from time to time in relation to the interpretation of this Agreement or to any act or omission of any party to the dispute or in relation to any other matter whatsoever touching the terms and conditions of this Agreement shall be referred to a single arbitrator to be agreed upon by the parties to the dispute and, in default of agreement, to a single arbitrator appointed by the Court under the provisions of the *Arbitration Act*, S.O. 1991, c.17.

Upon any such difference or dispute arising, either party may give written notice as provided herein of same to the other. Upon any such notice being given, the parties shall, within five (5) days thereafter, agree upon an arbitrator. In the absence of agreement within the said five (5) day period, any party may apply to a Judge of the Ontario Superior Court of Justice in Ottawa, Ontario, to appoint same. The arbitrator shall have jurisdiction to determine the costs of the arbitration. The costs of the arbitration shall consist of the parties' legal expenses, the fees and expenses of the

arbitrator and any other expenses relation to the arbitration except for the Township's payment obligations hereunder. No Event of Default shall be deemed to have been incurred until the decision of the arbitrator has been rendered and the parties shall continue to perform their obligations, to the extent reasonably practicable, under this Agreement.

- c) Any provisional remedy, which would be available from a court of law, shall be available to the arbitrator, pending arbitration.
- d) Either party may make an application to the arbitrator seeking injunctive relief until such time as the arbitration award is rendered or the controversy is otherwise resolved.
- e) Either party may seek from a court any interim or provisional remedy that may be necessary to protect the rights or property of that party, pending the establishment of an arbitrator or pending the arbitrator's determination of the merits of the controversy or until the controversy is otherwise resolved.
- f) The parties shall allow and participate in oral and documentary discovery in accordance with the *Rules of Civil Procedure of Ontario*. All issues regarding the parties' compliance with an examination of discovery requests and the conduct of examinations for discovery, shall be decided by the arbitrator.
- g) The arbitration decision/award shall be in writing and shall specify the findings of fact and the legal basis for the decision/award.
- h) Either party may appeal the arbitrator's decision/award to a court of competent jurisdiction, within thirty (30) days of the decisions/award being made, on one of the following grounds:
 - i) Any ground or grounds specified in the *Arbitration Act*, S.O. 1991, c.17;
 - ii) The award contains material errors of law; or
 - iii) The decision/award is arbitrary or capricious

ARTICLE A-8 INDEMNIFICATION

- a) The Contractor shall indemnify and save harmless the Owner and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, damage, injury, liability, or any loss or use or loss of revenue including but not limited to reasonable legal expenses and claims thereof for injury to or death of a person, including employees of the Contractor or loss of or damage to property, resulting directly or indirectly from the Contractor's performance of this Agreement, including, but not limited to, the use of the Proposal's facilities or equipment provided by the Owner or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on the Owner, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where and to the extent that such loss, damage, injury, liability or claim is the result of the negligence or willful misconduct of the Owner.
- b) In addition to the Contractor's obligation to indemnify the Owner, the Respondent specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Owner from any claim which actually or potentially falls within this indemnification provision, even

if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the Respondent by the Owner and continues at all time thereafter.

- c) The obligations of the Respondent contained in this Agreement to indemnify the Owner shall survive any termination of this Agreement, anything in this Agreement notwithstanding.

ARTICLE A-9 WORKPLACE, SAFETY, AND INSURANCE

The Owner will not be held responsible for any injury costs or damages incurred or sustained by the Contractor and/or its Subcontractors and/or their employees, or for the Contractor's unpaid Workplace Safety and Insurance Board premiums. All Contractors or Subcontractors who engage in any business with the Owner must:

- a) submit their Workplace Safety Insurance Board (WSIB) number and CAD-7 rating of the applicable province in which the employer resides.
- b) furnish a Workplace Safety and Insurance Board Clearance Certificate indicating that such Contractor or Subcontractor is in good standing before starting to perform services pursuant to this Agreement. Such Certificate must be renewed every sixty (60) days, for as long as the Agreement is in effect and a copy shall be promptly provided to the Township of North Stormont.

ARTICLE A-10 HEALTH AND SAFETY

In all cases where construction takes place, the Contractor the constructor under the Occupational Health and Safety Act, the Contractor and its Subcontractors shall:

- a) demonstrate establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation, and with the Owner's health and safety policies and requirements. For companies with more than five employees, provide a copy of the company's health and safety policy;
- b) include health and safety provisions in their management systems to reach and maintain a consistently high level of health and safety;
- c) ensure that workers in their employ are aware of hazardous substances that may be in use at their place of work, and wear appropriate personal protective equipment as may be required;
- d) use reasonable commercial efforts to ensure that all Subcontractors also provide the above information to the Contractor who is responsible for providing this to the Owner;
- e) upon request at any time from the awarding to the completion of the contract, submit proof of fulfillment of the above-noted responsibilities;
- f) attend a Contractor health and safety orientation prior to the commencement of the project and at least annually, if a renewable contract, where they have access to the Owner or any of the local municipalities' property.

ARTICLE A-11 FORCE MAJEURE

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

ARTICLE A-12 CONDONATION

Any condonation or failure by one party to enforce the rights and remedies available to it under this Agreement arising from a failure by the other party to observe or perform any provision of this Agreement shall not be deemed to be a waiver of the first party's rights hereunder nor shall such failure or condonation preclude one party from enforcing the rights and remedies available to it hereunder against the other party for any subsequent breach or non-performance.

ARTICLE A-13 COMPLIANCE WITH LAWS

The Contractor shall keep itself fully informed of the local Township's by-laws, resolutions, codes, ordinances and regulations and of all provincial and federal laws in any manner affecting the performance of this Agreement, and must at all times be in material compliance with such by-laws, resolutions, local codes, ordinances and regulations and all applicable laws as they may be amended from time to time. The Owner shall inform the Contractor if it becomes aware that the Contractor is or may be about to become in non-compliance with any of the Owner's municipal by-laws, resolutions, codes, ordinances, and regulations.

ARTICLE A-14 GOVERNING LAWS

This Agreement shall be interpreted and construed in accordance with the laws of the Province of Ontario and the parties agree that only the Province of Ontario shall have jurisdiction to adjudicate any legal action. Any action, application, legal process or arbitration respecting this Agreement will be brought in Ontario.

ARTICLE A-15 AGREEMENT TO SURVIVE TERMINATION

The covenants contained in this Agreement, which by their terms, require performance by the parties after the expiration or termination of this Agreement, shall be enforceable notwithstanding the said expiration or other termination of this Agreement for any reason whatsoever. All of the provisions of this Agreement which expressly or by implication are for the benefit of the parties after the date of expiration or termination ("Date of Termination") will survive the Date of Termination and continue in force.

ARTICLE A-16 ASSIGNMENT

Neither party shall assign the Agreement, nor any interest or obligation therein, without the written consent of the other party which consent will not be unreasonably withheld.

ARTICLE A-17 CONTRACT TO BE BINDING

This Agreement will be binding on the assigns of either party or parties.

ARTICLE A-18 SEVERANCE

All the provisions, agreements, and covenants contained herein are severable, and if any one of the aforementioned shall be held invalid by any competent court having jurisdiction herein, to the extent that the purpose of this Agreement is not defeated, this Agreement shall be interpreted as if such invalid provisions, agreements or covenants were not contained therein.

ARTICLE A-19 ENTIRE AGREEMENT

This Agreement, including any documents incorporated by reference, constitutes the entire agreement between the parties and supersedes all other prior written or oral Agreements between the parties with respect to the subject matter hereof. An only in writing signed by the parties hereto may amend this Agreement.

ARTICLE A-20 FURTHER ASSURANCES AND COUNTERPARTS

Each party shall execute such further assurances as the other party shall reasonably require giving effect to this Agreement.

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties had signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

ARTICLE A-21 TIME IS OF THE ESSENCE

Time is of the essence for all terms and provisions in this Agreement.

ARTICLE A-22 HEADINGS

The headings in this Agreement are for the purposes of reference only and shall not be read or construed so as to abridge or modify the meaning of any provision in the text of this Agreement.

ARTICLE A-23 AMENDMENTS

No amendment or supplement to any provision of this Agreement is binding unless in writing and signed by each party to this Agreement at the time of such amendment or supplement.

ARTICLE A-24 CONSTRUCTION

This Agreement and all of the other agreements or documents relating hereto or to matters referred to

herein have been drafted and negotiated by the parties with the benefit of legal representation and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the construction or interpretation of this Agreement or any of the other agreements or documents relating hereto or to the matters referred to herein.

ARTICLE A-25 SUCCESSION

The Contract Documents are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above-written, under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED

In the presence of

OWNER:

Signature

Name and title

Signature

Name and title

Signature Witness

Name and title

CONTRACTOR:

Signature

Name and title

Signature

Name and title

Signature Witness

Name and title

Where legal jurisdiction, local practice or Owner or Contractor requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the Company or Partnership, parties to this Agreement, should be attached.