



**CITY OF KENORA**  
**REQUEST FOR PROPOSALS**  
**SCADA Automation Systems Integrator**  
**Services**

## **REQUEST FOR PROPOSAL (“RFP”) WITH RESPECT TO THE:**

### **SCADA Automation Systems Integrator Services**

#### **1.0 INTRODUCTION**

##### **1.1 Purpose of RFP**

- 1.1.1 The City of Kenora (the “City”) seeks innovative proposals from interested parties for the following:

SCADA system support, PLC programming, system integration, installation support, and future system design services for water and wastewater facilities on an as-needed basis for a period of four (4) years.

The Work includes ongoing operational support as well as engineering services for future system upgrades, expansion, and lifecycle management, as more particularly set out in Schedule “A”.

(“the Work”).

- 1.1.2 If the City receives a proposal acceptable to it, the City will select one (1) or more parties who submitted a proposal (the “Proponents”) with whom the City, in its sole and unfettered discretion, will negotiate regarding the terms of a contract (the “Contract”) to perform the Work.

##### **1.2 Submission of RFP**

- 1.2.1 Proponents shall submit their Proposal in an envelope marked “City of Kenora Request for Proposal for **SCADA Automation Systems Integrator Services** (the “Proposals”) on or before 11:00:00 a.m. CST/CDT] on **September 24, 2026** (the “RFP Closing Time”) to:

**City of Kenora  
1 Main Street South  
Kenora, ON P9N 3X2  
Attention: City Clerk**

#### **RE: SCADA Automation Systems Integrator Services**

No faxed or electronically submitted Proposals will be accepted by the City.

- 1.2.2 Proposals will be opened following the RFP Closing Time. No Proposal(s) submitted after the RFP Closing Time will be accepted.

1.2.3 Each Proponent may submit only one Proposal. Collusion between Proponents will be sufficient cause for the affected proposal(s) to be rejected outright by the City without further consideration.

1.2.4 Any inquiries respecting this RFP should be directed, in writing, to:

**Krunal Patel, Manager, Water and Wastewater Treatment;  
kpatel@kenora.ca**

1.2.5 Each Proponent shall designate within 5 days of the receipt of this RFP, and no later than 7 calendar days prior to the RFP Closing Time of this RFP, one (1) person to whom any additional information, as may be deemed relevant to this RFP by the City, may be communicated. The name and contact information is to be emailed to the City's designated contact person indicated in paragraph 1.2.4 above noted.

1.2.6 The City is under no obligation to respond to any inquiry submitted to it in respect of this RFP.

1.2.7 If the City, in its sole and unfettered discretion, determines that a written response to an inquiry is warranted, a written response will be prepared and distributed to all Proponents who have requested a copy of this RFP and completed the acknowledgment form. Such written response(s) will be issued in the form of an addendum to this RFP, and will be deemed to be part of this RFP.

1.2.8 No inquiry submitted to the City will be responded to after September 17, 2026.

### **1.3 General Conditions Applicable to this RFP**

#### **1.3.1 Appendices and Addenda**

The appendices to this RFP and any subsequent addenda are incorporated into and form part of this RFP. The information and data contained in any appendices and any subsequent addenda may form the basis upon which the Contract will be entered into with the City.

#### **1.3.2 Disclaimer of Liability and Indemnity**

By submitting a Proposal, a Proponent agrees:

1.3.2.1 to be responsible for conducting its own due diligence on data and information upon which its Proposal is based;

1.3.2.2 that it has fully satisfied itself as to its rights and the nature extended to the risks it will be assuming;

- 1.3.2.3 that it has gathered all information necessary to perform all of its obligations under its Proposal;
- 1.3.2.4 that it is solely responsible for ensuring that it has all information necessary to prepare its Proposal and for independently verifying and informing itself with respect to any terms or conditions that may affect its Proposal;
- 1.3.2.5 to hold harmless the City, its elected officials, officers, employees, agents or advisors and all of their respective successors and assigns, from all claims, liability and costs related to all aspects of the RFP process;
- 1.3.2.6 that it shall not be entitled to claim against the City, its elected officials, officers, employees, insurers, agents or advisors on grounds that any information, whether obtained from the City or otherwise (including information made available by its elected officials, officers, employees, agents or advisors), regardless of the manner or form in which the information is provided is incorrect or insufficient;
- 1.3.2.7 that the City will not be responsible for any costs, expenses, losses, damages or liability incurred by the Proponent as a result of, or arising out of, preparing, submitting, or disseminating a Proposal, or for any presentations or interviews related to the Proposal, or due to the City's acceptance or non-acceptance of a Proposal; and
- 1.3.2.8 to waive any right to contest in any proceeding, case, action or application, the right of the City to negotiate with any Proponent for the Contract whom the City deems, in its sole and unfettered discretion, to have submitted the Proposal most beneficial to the City and acknowledges that the City may negotiate and contract with any Proponent it desires.

### **1.3.3 No Tender and no Contractual Relationship**

The Proponent acknowledges and agrees that this procurement process is a Request for Proposal and is not a tendering process. It is part of an overall procurement process intended to enable the City to identify a potential successful Proponent. The submission of a Proposal does not constitute a legally binding agreement between the City and any Proponent. For greater certainty, by submission of its Proposal, the Proponent acknowledges and agrees that there will be no initiation of contractual obligations or the creation of contractual obligations as between the City and the Proponent arising from this RFP or the submission of a Proposal.

Further, the Proponent acknowledges that a Proposal may be rescinded by a Proponent at any time prior to the execution of the Contract.

#### 1.4 **Discretion of City**

Notwithstanding any other provision of this RFP to the contrary, the provisions in this Section 1.4 prevail, govern and override all other parts of this RFP. The City is not bound to accept any Proposal. At any time prior to execution of the Contract, the City may, in its sole and unfettered discretion, or for its own convenience, terminate the procurement process, cancel the Work or proceed with the Work on different terms. All of this may be done with no compensation to the Proponents or any other party.

The City reserves the right, in its sole and unfettered discretion, to:

- 1.4.1 utilize any designs, ideas or information contained in any of the Proposals for its sole use and benefit without making payment or otherwise providing consideration or compensation to any Proponent or any other party;
- 1.4.2 negotiate the specific contractual terms and conditions, including but not limited to the fee or price of the Work, and the scope of the Work;
- 1.4.3 waive any formality, informality or technicality in any Proposal, whether of a minor and inconsequential nature, or whether of a substantial or material nature;
- 1.4.4 receive, consider, and/or accept any Proposal, regardless of whether or not it complies (either in a material or non-material manner) with the submission requirements or is the lowest priced proposal, or not accept any Proposal, all without giving reasons;
- 1.4.5 determine whether any Proposal meets the submission requirements of this RFP; and
- 1.4.6 negotiate with any Proponent regardless of whether or not that Proponent is the Proponent that has received the highest evaluation score, and
- 1.4.7 negotiate with any and all Proponents, regardless of whether or not the Proponent has a Proposal that does not fully comply, either in a material or non-material way with the submission requirements for the RFP or any requirements contained within this RFP.

#### 1.5 **Selection**

Selection of the successful Proponent, if any, is at the sole and unfettered discretion of the City.

#### 1.6 **Disqualification**

The failure to comply with any aspect of this RFP (either in a material way or otherwise), shall render the Proponent subject to such actions as may be determined by City, including disqualification from the RFP process, suspension from the RFP process and/or imposition of conditions which must be complied with before the Proponent will have its privilege of submitting a Proposal reinstated.

## **1.7 Representations and Warranties**

- 1.7.1 The City makes no representations or warranties other than those expressly contained herein as to the accuracy and/or completeness of the information provided in this RFP.
- 1.7.2 Proponents are hereby required to satisfy themselves as the accuracy and/or completeness of the information provided in this RFP.
- 1.7.3 No implied obligation of any kind by, or on behalf of, the City shall arise from anything contained in this RFP, and the express representations and warranties contained in this RFP, and made by the City, are and shall be the only representations and warranties that apply.
- 1.7.4 Information referenced in this RFP, or otherwise made available by the City or any of its elected officials, officers, employees, agents or advisors as part of the procurement process, is provided for the convenience of the Proponent only and none of the City, its elected officials, officers, employees, agents and advisors warrant the accuracy or completeness of this information. The Proponent is required to immediately bring forth to the City any conflict or error that it may find in the RFP. All other data is provided for informational purposes only.

## **2.0 DESCRIPTION OF THE WORK TO BE PERFORMED**

**Proponents are to review the General Specifications attached hereto as Schedule "A".**

## **3.0 PROPOSAL REQUIREMENTS**

The City reserves the right, but is not required, to reject any Proposal that does not include the requirements.

### **3.1 Description of the Proposal**

- 3.1.1 Proposals shall include the legal name, address and telephone numbers of the individual, the principals of partnerships and/or corporations comprising the Proponent, and in the case of partnerships or corporations, the individual who will be the representative of the partnership or corporation.

- 3.1.2 Proposals shall include a description of any subcontractors, agents or employees that the Proponent expects to involve in the performance of the Work. The City reserves the discretion to approve or reject the proposed use, by the selected Proponent of any proposed subcontract which discretion shall be exercised reasonably.
- 3.1.3 Proposals shall include a description of the individuals who will be performing the Work including their previous experience and qualifications.
- 3.1.4 Proposals shall include a list of previous work of a similar nature to the Work required by the City as set out in this RFP.
- 3.1.5 Prices for the Work shall be supplied by the Proponent as required by Schedule "B" attached hereto, at the time of the submission of its Proposal.

### **3.2 Execution of the Proposal**

Proposals shall be properly executed in full compliance with the following:

- 3.2.1 Proposals and the pricing attached as Schedule "B", must be signed by the representative for the Proponent;
- 3.2.2 if the Proposal is made by a corporation, the full name of the corporation shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;
- 3.2.3 if the Proposal is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Proposal shall be signed by a partner or partners who have authority to sign for the partnership;
- 3.2.4 if the Proposal is made by an individual carrying on business under a name other than his own, his business name together with the individual's name shall be printed immediately above its signature; and
- 3.2.5 if the Proposal is made by a sole proprietor who carries on business in his own name, the proprietor shall print his name immediately below his signature.

## **4.0 MANDATORY SUBMISSION REQUIREMENTS**

### **4.1 Documents to be Submitted with the Proposal**

At the time of the submission of its Proposal, the Proponent shall provide the following:

4.1.1 Proof of Workers' Compensation account in good standing at the time of Proposal submission;

4.1.2 Not Used

4.1.3 A copy of all licenses, certifications, qualification issued by the relevant authorities, which the Proponent requires in order to perform the Work contemplated by the RFP; and

4.1.4 Not Used

#### 4.2 Insurance to be carried by Successful Proponent

At the time of the submission of its Proposal, the Proponent shall provide evidence of insurance coverage as follows:

4.2.1 standard automobile, bodily injury and property damage insurance providing coverage of at least **TWO MILLION (\$2,000,00.00) DOLLARS** inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;

4.2.2 a comprehensive general liability insurance policy providing coverage of at least **FIVE MILLION (\$5,000,000.00) DOLLARS** inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:

4.2.2.1 non-owned automobiles;

4.2.2.2 independent subcontractors;

4.2.2.3 contractual liability including this Agreement;

4.2.2.4 broad form property damage endorsement;

4.2.2.5 environmental liability; and

4.2.2.6 products and completed operations coverage.

4.2.3 If applicable, Aircraft Liability Insurance covering bodily injury (including passenger hazard) and property damage with inclusive limits of not less than \$2,000,000.00 any one occurrence;

4.2.4 If applicable, Contractors' Equipment Insurance on an "All risks" basis for replacement cost covering construction machinery and equipment used by the Construction Manager for the performance of the work, including boiler insurance on temporary boilers and pressure vessels.

- 4.2.5 Workers' Compensation coverage for all employees, if any, engaged by the Proponent in accordance with the laws of the Province of Ontario;
- 4.2.6 employer's liability insurance respecting employees, if any, of the Proponent with limits of liability of not less than **FIVE MILLION (\$5,000,00.00) DOLLARS** per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Proponent; and
- 4.2.7 Professional Liability (Errors and Omissions) Insurance providing coverage of at least **TWO MILLION (\$2,000,00.00) DOLLARS** inclusive and in respect of any one claim.
- 4.2.8 such other insurance as the City may from time to time reasonably require.

The Proponent shall cause all insurance coverage maintained by the Proponent in accordance with this RFP, except for errors and omissions coverage (if required), to name the City and any other party designated by the City as an additional insured and to contain a severability of interests or cross liability clause. The Proponent shall cause all insurance coverage to provide that no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the City. The Proponent shall, upon the request of the City, furnish written documentation, satisfactory to the City, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the Proponent as set forth herein shall be borne by the Proponent.

#### 4.3 **Evaluation**

- 4.3.1 After the RFP Closing Time, the City will review and evaluate all the Proposals received based upon the information supplied by the Proponents in accordance with the submission requirements of this RFP.
- 4.3.2 In evaluating the Proposals received, the City will consider all of the criteria listed below in Section 4.3.3, and the City will have the sole and unfettered discretion to award up to the maximum number of points for each criteria as listed below. By submitting a Proposal, the Proponent acknowledges and agrees that the City has, and is hereby entitled to exercise, the sole and unfettered discretion to award the points for the evaluation of the noted criteria.
- 4.3.3 By submitting a Proposal, each Proponent acknowledges and agrees that it waives any right to contest in any legal proceedings the decision of the City to award points in respect of the criteria noted below (the "Evaluation Criteria"). The Evaluation Criteria and the maximum number of points for each criteria are as follows:

| <b>Evaluation Criteria</b>                                                                                                                                                                                                    | <b>Points available</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <b>Technical Approach &amp; Methodology</b>                                                                                                                                                                                   | <b>15</b>               |
| <b>Understanding of SCADA Environment</b>                                                                                                                                                                                     | <b>5</b>                |
| <b>Experience with SCADA/PLC Systems</b>                                                                                                                                                                                      | <b>15</b>               |
| <b>Staffing Resources, Qualifications &amp; Availability including response times for high-priority (i.e. SCADA Outage) and regular-priority (i.e. non-critical programming changes, troubleshooting, etc) scopes of work</b> | <b>15</b>               |
| <b>Pricing &amp; Cost Structure</b>                                                                                                                                                                                           | <b>35</b>               |
| <b>Knowledge Transfer &amp; Documentation</b>                                                                                                                                                                                 | <b>5</b>                |
| <b>References &amp; Past Performance</b>                                                                                                                                                                                      | <b>10</b>               |
| <b>Total Points Available</b>                                                                                                                                                                                                 | <b>100</b>              |

The City may select a Proponent with the lowest, or not necessarily the lowest, Price Per Point with whom to negotiate the contract for the Work. Points will be assigned for each criteria based on the information provided in the Proponent's submission. Scoring will be consistently applied by the City's evaluation team through the use of the specified scoring system noted below. Points will be awarded on a scale of 0 to 10 as noted below:

| <b>Score</b> | <b>Description</b>                                                                                      |
|--------------|---------------------------------------------------------------------------------------------------------|
| 0-2          | UNACCEPTABLE: does not satisfy the requirements of the criterion in any way                             |
| 3            | VERY POOR: address some requirements but only minimally                                                 |
| 4            | POOR: addresses most of the requirements of the criterion but is lacking in critical areas              |
| 5            | MARGINAL: barely meets most of the requirements of the criterion to a minimum acceptable level          |
| 6            | SATISFACTORY: average capabilities and performance, and meets most of the requirements of the criterion |
| 7            | ABOVE AVERAGE: fully meets all of the requirements of the criterion                                     |
| 8            | SUPERIOR: exceeds the requirements of the criterion                                                     |

|      |                                                                                  |
|------|----------------------------------------------------------------------------------|
| 9-10 | EXCEPTIONAL: feature is clearly exceptional to the requirements of the criterion |
|------|----------------------------------------------------------------------------------|

4.3.4 The City also reserves the right to accept conditions to be offered by and/or negotiated with the successful Proponent which are not specifically contained in this RFP. Such options and/or alternatives shall be included in the Proposal review process as part of the evaluation.

4.3.5 At all times, the City reserves the right to seek written clarification regarding a Proposal from a Proponent. Such clarification shall be deemed an amendment to such Proponent's Proposal.

#### 4.4 **Period Open for Consideration**

The Proposals received shall remain open for the City's consideration for a period of ninety (90) days following the RFP Closing Date in order to allow for the City to undertake the evaluation of the Proposals received and to undertake the negotiations as provided for herein.

The draft contract which will form the basis of the negotiations between the City and the selected Proponent(s) is attached hereto as Schedule "C".

#### 4.5 **Information Disclosure and Confidentiality**

All documents submitted to City will be subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in City's custody or control. It also prohibits City from disclosing the Proponent's personal or business information where disclosure would be harmful to the Proponent's business interests or would be an unreasonable invasion of personal privacy as defined in sections 17 and 21 of FOIP. Proponents are encouraged to identify what portions of their Proposals are confidential and what harm could reasonably be expected from its disclosure. However, the City cannot assure Proponents that any portion of the Proposals can be kept confidential under FOIP.

#### 4.6 **Independent Determination**

A Proposal will not be considered by the City if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter, such as prices, with any other Proponent.

#### **4.7 Documents**

All documents submitted by a Proponent shall become the property of City upon being presented, submitted, or forwarded to City. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media they are contained in shall also become the property of City upon their being presented, submitted or forwarded to City.

#### **4.8 Use of Documents, Drawings and Ideas**

Notwithstanding anything contained in this RFP as to the purpose for the submission of Proposals, the City may use the concepts, ideas, suggestions, and directions contained within the documents, drawings, plans, written descriptions and other materials contained in Proposals and in any communication surrounding the Proposals provided by the Proponents or their agents, for any purpose whatsoever including, but not limited to, use of portions of the Proposals or of ideas, information, enhancements to the Evaluation Criteria and designs contained therein in other City works. For clarity, the confidentiality obligations set out herein applicable to the City's use of information shall not interfere with the City's right to use concepts, ideas, suggestions and directions as herein described.

#### **4.9 Canadian Free Trade Agreement**

The provisions of the Canadian Free Trade Agreement ("CFTA") apply to this Proposal.

#### **4.10 Site Conditions**

The Proponent is responsible for inspecting the site of the Work and for making whatever inquiries or arrangements are necessary for it to become fully informed of the nature of the site, of the Work to be performed and all matters which may in any way affect the Work. Without limiting the foregoing, by the submission of its Proposal, the Proponent acknowledges that it has investigated and satisfied itself as to:

- 4.10.1 the location and all conditions relating to the site of the Work including, but not limited to, accessibility and general character, conditions, laws and restrictions applicable to the Work that might affect the performance of the Work;
- 4.10.2 the City's SCADA system environment and the operational conditions under which the Work will be performed, including SCADA hardware,

software platforms, network infrastructure, integration with field devices, and remote access ability;

4.10.3 all environmental risks, conditions, laws and restrictions applicable to the Work that might affect the Work; and

4.10.4 Not Used

The Proponent is fully responsible for obtaining all information required for the preparation of its Proposal. The City is not responsible for undertaking any investigations to assist the Proponent. Any information, plans, drawings, shop drawings or existing equipment or facilities, photos of the original construction, reports or other documents which are not included or referred to in a Proposal (the "Non-Proposal Information"), form no part of such Proposal. City and City's consultants assume no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such Non-Proposal Information.

The Proponent's obligation to become familiar with the information described herein is not lessened or discharged by reason of any technical reports made available or supplied in conjunction with the proposal process. Any technical reports so provided are for informational purposes only and neither the City nor the City's consultants accept or assume any responsibility for the contents or accuracy of such technical reports, and the Proponent agrees that the City, the City's consultants and their representatives shall not be liable in any way to the Proponent in respect of such technical reports.

The Proponent further agrees that it shall not rely upon any oral information provided to it by the City, the City's consultants or any of their respective representatives.

#### **4.11 Law and Forum of Proposal**

The law to be applied in respect of this RFP shall be the law of the Province of Ontario and all civil actions commenced in relation to this RFP shall be adjudicated by the Courts of the Province of Ontario. By submitting a Proposal, the Proponent is deemed to have agreed to attorn to the jurisdiction of the Courts of the Province of Ontario.

## SCHEDULE “A” – SCOPE OF SERVICES

### A1. System Overview

The City of Kenora currently operates a workstation-based SCADA system supporting both water and wastewater facilities in the City. The system primarily utilizes Rockwell Automation platforms including FactoryTalk View and CompactLogix PLCs. The system includes multiple HMI workstations located at the City’s Water Treatment and Wastewater Treatment Plants, along with distributed PLCs and PanelView interfaces at remote booster stations and water tower standpipes connected via radio and DSL communications. A centralized FactoryTalk Historian server provides long-term data storage and regulatory reporting, receiving data directly from PLCs.

### A2. Existing System Environment

- PLC Platforms: ControlLogix / CompactLogix
- Software: Studio 5000 Logix Designer
- SCADA/HMI: FactoryTalk View SE/ME
- Communications: Ethernet/IP, RSLinx
- Historian: FactoryTalk Historian

### A3. Services to be provided:

Operational Support, such as but not limited to troubleshooting SCADA faults, communication issues, alarm failures, and system performance optimization.

Programming & Configuration, such as but not limited to PLC logic development, HMI configuration, alarm setup, and reporting improvements.

Installation & Commissioning Support, such as but not limited to Field support including I/O checks, loop testing, and coordination with contractors.

PLC System Design & Future Upgrades, such as but not limited to PLC architecture design, I/O expansion planning, network design, and system scalability.

The Work shall be performed on an as-requested, time-and-materials basis. The City anticipates a combination of remote and on-site support and does not guarantee a minimum volume of work.

### A4. Documentation & Change Management

Maintain change logs, backups, and updated as-built documentation.

### A5. Cybersecurity

Secure remote access, user controls, audit logging, and compliance with City IT policies.

### A6. Deliverables

Updated PLC programs, SCADA files, documentation, and commissioning reports.

### A7. Historical and Anticipated Service Levels (Informational Only)

For informational purposes only, the City’s historical annual spending on SCADA-related support services has varied significantly, ranging approximately between \$1,500 and \$15,000 per year over the past five (5) years.

Over the next 4 years, the City of Kenora is planning for significantly higher spend, with Integration required for:

- Water Booster and Wastewater Lift Station Upgrades included MCC and PLC replacement
- Major Upgrades at the City's Wastewater Treatment Plant including Aeration, Headworks and Secondary Clarification process rehabilitations
- Major Upgrades at the City's Water Treatment Plant including High Lift and Low Lift, Metering and Process pump Replacements, Air Scour Backwash System Redundancy, Filtration System Rehabilitation, Modulating Valve replacements
  - This information is provided as a general reference only and does not represent a guaranteed level of service. Actual service requirements may vary based on operational needs and upcoming projects demands.

## SCHEDULE "B" – PRICING

Proponents shall provide a detailed pricing structure including but not limited to, hourly rates (standard, after-hours, emergency), on-site and remote service rates, engineering/PLC design rates, and travel costs.

Proponents are encouraged to provide alternative pricing models.

SCHEDULE "C" – CONTRACT

**MASTER SERVICE AGREEMENT**

**BETWEEN:**

**CITY OF KENORA**

**AND:**

---

## **MASTER SERVICES AGREEMENT**

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**BETWEEN:**

**CITY OF KENORA**

(hereinafter called the "**City**")

**OF THE FIRST PART**

**AND:**

\_\_\_\_\_  
(hereinafter called the "**Contractor**")

**OF THE SECOND PART**

**WHEREAS** the Contractor has agreed to provide to the City the Services and the City has agreed to pay to the Contractor certain sums in consideration of the Services.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and the covenants herein contained, the City and the Contractor covenant and agree each with the other as follows:

### **ARTICLE 1- INTERPRETATION**

#### **1.1        Definitions**

For the purposes of this Agreement, including the recitals hereto, each of the following expressions have the meanings ascribed to them in this Section 1.1, unless the context otherwise requires:

- (a) "**Agreement**", "**hereto**", "**herein**", "**hereby**", "**hereunder**", "**hereof**" and similar expressions when used in this Agreement refer to the whole of this Agreement which includes the attached Schedules and not to any particular Article or Section or portion thereof and include any and every instrument supplemental hereto;
- (b) "**Commencement Date**" means that date as indicated in each Work Order as to when the Contractor is to commence the provision of the Services in that Work Order;
- (c) "**Completion Date**" means that date as indicated in each Work Order as to when the Contractor is to complete the provision of the Services in that Work Order;
- (d) "**Confidential Information**" has the meaning ascribed to it in Section 5.1;
- (e) "**Service Results**" has the meaning ascribed to it in Section 5.4;

- (f) **"Services"** means those Services to be provided and performed by the Contractor in accordance with each Work Order from time to time;
- (g) **"Work Order"** means those individual Work Order, in form and in content as prepared by the City, which sets forth the following information for each instance of the Contractor's provision of the Services:
  - (i) The Work Order Amount;
  - (ii) The Commencement Date for the commencement of the Services;
  - (iii) The Completion Date for the completion of the Services;
  - (iv) A description of the requested Services from the Contractor; and
  - (v) Anything else relevant that may be contained, from time to time;
- (h) **"Work Order Amount"** means the amount payable by the City to the Contractor for the Contractor's provision of the Services in each Work Order.

#### 1.2 **Number and Gender**

Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter gender and words importing persons shall also mean firms, corporations and partnerships and vice versa.

#### 1.3 **Headings and Division**

The division of this Agreement into Articles and Sections and the headings of any Articles or Sections are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

#### 1.4 **Purpose of Agreement**

The purpose of this Services Agreement is to provide the general terms and conditions which the Contractor will provide goods and/or services to the City.

#### 1.5 **Master Agreement**

This Master Services Agreement is a master agreement and does not authorize the performance of any specific service or supply of any specific good. The Contractor agrees that it shall not perform any services or provide any goods unless an authorization is issued by the City to the Contractor authorizing the Contractor to perform Services (a **"Work Order"**), and, where such Work Order amends the terms of this Master Services Agreement or provides for additional terms not contemplated within this Agreement, such Work Order is accepted by the Contractor. Each Work Order is governed by, and incorporates, this Master Services Agreement.

#### 1.6 **Effect of Work Order**

Upon the issuance of a Work Order by the City, the Contractor shall be obligated to provide the goods and Services as identified in each Work Order.

1.7 **Each Work Order is Independent Contract**

The parties agree that each Work Order will be an independent and separate contract from all other Work Orders. The purpose of this Master Services Agreement is to permit the parties to agree to certain terms that will govern the relationship between the City and the Contractor in each Work Order. However, each Work Order shall set out the specific terms and conditions relating to the provisions of the Services and shall be a separate contract for the purpose of all applicable law.

**ARTICLE 2 - SERVICES**

2.1 **Services**

The Contractor shall provide the Services upon the terms and conditions contained in each Work Order.

2.2 **Commencement and Completion of Services**

The Contractor shall commence the Services no later than the Commencement Date and complete the Services on or before the Completion Date, subject always to sooner termination as provided for herein.

2.3 **Performance of Work**

The Contractor shall exercise the degree of care, skill and diligence normally used in performing services of a similar nature to those Services to be provided under this Agreement and each Work Order. All work done in performing the Services under both this Agreement and in each Work Order shall:

- (a) be supervised by competent and qualified personnel;
- (b) be performed in accordance with the City's directions and to the City's satisfaction;
- (c) comply with the requirements of each Work Order; and
- (d) be documented according to the City's requirements.

All work done in performance of the Services shall be subject to such review as the City considers advisable or appropriate. Any work not meeting the requirements of either this Agreement or the applicable Work Order may be rejected by the City and shall require appropriate correction by the Contractor. No such review by the City shall relieve the Contractor from the performance of its obligations hereunder.

2.4 **Warranty of Contractor**

The Contractor represents and warrants to the City:

- (a) that it has sufficient skill, knowledge, expertise and resources, including qualified and competent personnel, to perform and provide the Services in accordance with the provisions of both this Agreement and each Work Order;
- (b) that it is not involved in and is not aware of any actual or potential law suit or circumstance which would or could materially affect its ability to perform the Services hereunder and, upon becoming aware of such, it shall immediately notify the City and provide the City with details of the nature of the law suit or circumstance; and

- (c) that the entering into of this Agreement and each Work Order and the performance of the Services hereunder shall not cause the Contractor to be in breach of any obligation of confidentiality which the Contractor may owe to any third party, or otherwise cause the Contractor to be in breach of any agreement or undertaking with any third party.

## 2.5 **Progress Reports**

If required by the City, the Contractor shall provide progress reports to the City and/or attend progress meetings regarding the performance of the Services, in such form and detail and whenever and as often as requested by the City.

## 2.6 **Compliance with Legislation**

- (a) In performing the Services hereunder (including any portion thereof performed by any subcontractors), the Contractor shall comply with the provisions and requirements of all laws, rules and regulations by lawful authority applicable including, without limitation, all relevant legislation, codes, bylaws, regulations and ordinances as well as the City policies, procedures and regulations as are made known to the Contractor by the City.
- (b) Where there are two or more laws, codes, bylaws, regulations, ordinances, policies, procedures or regulations applicable to the Services, the more restrictive shall apply. In particular, the Contractor shall at all times observe and cause its personnel, agents and subcontractors to observe the provisions of all applicable environmental, health, safety and labour legislation including, without limitation, the *Labour Relations Act*, *Workers' Safety and Insurance Board*, *Employment Standards Act* and the *Occupational Health and Safety Act*, all as may be amended from time to time, and including any successor legislation, as well as rules and regulations pursuant thereto. Evidence of compliance with such laws shall be furnished by the Contractor to the City at such times as the City may reasonably request.
- (c) In the event the Contractor, its personnel, any agent or subcontractor or their respective personnel, fail to comply with any legislation or any regulations thereunder and the City is required to do anything or take any steps or pay any amounts to rectify such non-compliance, the provisions of Section 4.4 of this Agreement shall apply.

## 2.7 **Permits and Licenses**

The Contractor shall obtain and pay for all necessary permits or licenses required in connection with providing or performing the Services.

# **ARTICLE 3 - PERSONNEL**

## 3.1 **No Substitution**

If specific personnel are designated by either this Agreement or each Work Order to perform the Services or any part thereof, the Contractor shall not substitute other personnel for those designated without the prior written consent of the City. If any such personnel shall become no longer available for any reason, the Contractor shall supply a similarly experienced and skilled individual as soon as practicable subject to approval of such individual by the City.

### 3.2 **No Subcontractors**

The Contractor shall not engage or retain any agent, subcontractor or any other third party for purposes of providing the Services hereunder in whole or in part without the prior written consent of the City (which may be withheld in the City's sole discretion) and on terms and conditions satisfactory to the City in its sole discretion. The use of any agents, subcontractor or any other third parties by the Contractor shall in no way relieve the Contractor from its responsibility and obligation to provide the Services in accordance with the provisions of both this Agreement and each Work Order.

### 3.3 **Removal of Personnel**

The Contractor shall forthwith remove from the City's premises and from performance of the Services any officer, employee, agent or subcontractor who is for any reason unsatisfactory to the City including, without limitation, and such person who:

- (a) is charged with and convicted of a criminal offence;
- (b) fails, in the opinion of the City or in the opinion of the Contractor, to carry out the work required in the performance of the Services in a satisfactory manner including, without limitation, causing any delays in the performance of the Services;
- (c) removes any property not belonging to the Contractor, its personnel or any agent or subcontractor, as the case may be, from the City's premises without the prior written consent of the City, or
- (d) discloses or uses any Confidential Information contrary to the provisions of either Section 5.1 of this Agreement or of any Work Order, without the prior written permission of the City;

and, in the case of paragraphs (c) and (d), the Contractor shall take all reasonable steps to ensure that any property removed from the City is promptly returned, or to restrain any further improper disclosure or use of the Confidential Information, as the case may be. Any costs or expenses associated with removal of any such officer, employee, agent or subcontractor shall be the responsibility of the Contractor, including any necessary training costs or expenses associated with replacement persons, as determined by the City.

### 3.4 **Compliance with Policies**

The Contractor shall ensure that its personnel and agents and subcontractors, when using the City's premises, comply with all security, safety, emergency and access policies, procedures or regulations in effect from time to time on such premises.

### 3.5 **Safety**

The Contractor shall be responsible for the safety of its personnel and any agents or subcontractors, and all property of the Contractor or its personnel, agents or subcontractors while on the City's premises. The City shall not be responsible for any personal property, tools or equipment that the Contractor or its personnel, agents or subcontractors may bring onto the City's premises.

## **ARTICLE 4 - PAYMENT**

### **4.1 Payment**

The City shall pay the Contractor in accordance with the provisions of the Work Order upon the diligent and timely performance of the Services to the satisfaction of the City. No payment by the City shall relieve the Contractor from the performance of its obligations hereunder.

### **4.2 Excess Payments, Taxes**

The City shall not pay any amount exceeding the Work Order Amount or make any payment for any work done by the Contractor after the Completion Date unless prior written authorization has been obtained by the Contractor from the City. All customs duties, excise taxes (including HST), federal, provincial and municipal taxes and other duties, taxes or charges of a similar nature, and all travel and living expenses of the Contractor are included within the Work Order Amount, unless expressly stated otherwise in Schedule "C". If the total cost for man-days spent in performing the Services is less than the Work Order Amount, the City shall not be required to pay to the Contractor any sum in excess of the total cost for man-days actually expended.

### **4.3 No Payment for Costs, Expenses or Damages**

The City shall not be required to make any payment to the Contractor under either this Agreement or any Work Order for any costs, expenses, losses or damages suffered or incurred:

- (a) in performing any work reasonably incidental to the performance of the Services;
- (b) as a result of any delays in performing the Services from any cause whatsoever; or
- (c) to remedy errors or omissions for which, in the reasonable opinion of the City, the Contractor is responsible.

### **4.4 Performance upon Failure of Contractor**

Upon failure of the Contractor (including any of its subcontractors) to perform any of its obligations under either this Agreement or any Work Order the City may, but shall not be obligated to perform or engage a third party to perform any of those obligations without prejudice to any other remedy or right it may have and the Contractor, immediately upon written demand, shall pay an amount equal to all costs and expenses incurred by the City in association therewith, plus interest on that amount from the date the cost or expense is incurred until it is paid at the rate of 1.5% per month (19.6% per annum). The City may, in its discretion, deduct any such amount, together with interest, from any payment then or thereafter due by the City to the Contractor, provided that such action shall not be deemed a waiver of any action that the City may pursue to collect any costs or expenses incurred herewith that exceed the amounts owed to the Contractor.

### **4.5 Withholdings**

- (a) Notwithstanding any other provision of this Agreement or any Work Order, the City shall be entitled to withhold and remit to the appropriate taxing authorities, or otherwise withhold, federal withholding taxes or any other amounts required by law to be withheld from payments made to the Contractor.

- (b) If the Contractor is a non-Canadian resident the City shall, as required by federal legislation, deduct all applicable federal withholding taxes. For this purpose, the Contractor shall separately identify in each invoice all work performed in Canada and that performed elsewhere. The Contractor will be provided with evidence of withholdings as required, upon written request.
- (c) If the Contractor provides the City with an exemption certificate from Canada Revenue Agency, then the City shall not withhold any federal withholding tax in respect of the payment made to the Contractor in reliance on such certificate of exemption.
- (d) The Contractor is responsible for all deductions and remittances required by law in relation to its employees including those required for Canada Pension Plan, employment insurance, workers' compensation or income tax. The City shall have no liability or responsibility for the withholding, collection or payment of income taxes, unemployment insurance, statutory or other taxes or payments of any other nature on behalf of or in respect of or for the benefit of the Contractor or any other person.
- (e) The Contractor shall pay all municipal, provincial, or federal sales, excise (including HST) or other taxes or payments of any type payable hereunder to any level of government, and shall indemnify and hold the City, its officials, councilors, representatives, agents and employees harmless against any order, fine, penalty, interest or tax that may be assessed or levied against the City or such persons as a result of the failure or delay of the Contractor to make any such payment or to file any return or information required by any law, ordinance, regulation or other lawful authority.
- (f) The City is authorized to pay any demand by any level of government or government agency, including the Workers' Safety and Insurance Board, due to a failure by the Contractor, in which event the provisions of Section 4.4 of this Agreement shall apply.

#### 4.6 **Records**

The Contractor shall keep and maintain, at its principal place of business in Kenora, Ontario, or at such other location as may be agreed by the City, adequate and complete records from which any fees, costs, charges, reimbursable expenses or other amounts payable by the City to the Contractor may be readily and accurately determined and verified. The Contractor shall take such steps as are necessary to maintain such records in accordance with generally accepted accounting practices in Canada.

Such records shall be open to inspection by the City, or its agents, during the Contractor's regular business hours. The Contractor shall be required to retain such records for a period of seven (7) years following the Completion Date of each Work Order.

#### 4.7 **Audit**

The City or its agents shall for a period of two (2) years after each Completion Date, during business hours and upon reasonable notice to the Contractor, be entitled to review all or any of the security, quality assurance procedures, accounting or other records and procedures of the Contractor regarding the Services or business relationship between the City and the Contractor affecting any fees, costs, charges, reimbursable expenses or other amounts payable by the City, or any commitments to the City, and to have such records reviewed, audited, inspected or examined by an independent chartered accountant or other auditor or party designated by the City to determine:

- (a) whether the Contractor has accurately recorded events or transactions requiring payments of fees, costs, charges, reimbursable expenses or other amounts by the City, as applicable;
- (b) the status of the provision of the Services; and
- (c) whether the Contractor is complying with the terms of this Agreement and all Work Orders.

The costs of any such inspection or audit shall be payable by the City.

#### 4.8 **Acceptance is Not Waiver**

The acceptance by the City, from time to time, of any statement of fees, costs, charges, reimbursable expenses or other amounts delivered by the Contractor or any payment of such amounts based thereon shall not be deemed to be a waiver by the City of any of the Contractor's obligations or the City's rights under this Agreement or any Work Order. However, if the City has not caused an audit or inspection of the Contractor's accounting records or Services for any calendar month to commence within two (2) years of the last day of any such calendar month, the City and the contractor agree that the accounting records and all such amounts paid for that calendar month shall have been deemed to have been made accurately and in full compliance with the provisions of this Agreement.

### **ARTICLE 5 - INFORMATION AND PROPERTY RIGHTS**

#### 5.1 **Confidential Information**

- (a) The Contractor agrees that:
  - (i) all data, information and material of a confidential nature provided or disclosed to the Contractor by or on behalf of the City;
  - (ii) all data, information and material of a confidential nature concerning the City's business, systems, operations, processes, technology, trade practices, products, services, marketing or other strategic plans, suppliers or customers which is obtained by the Contractor in the performance of its obligations under either this Agreement or each Work Order;
  - (iii) the Service Results; and
  - (iv) any and all information or material provided to the Contractor by or on behalf of the City which is marked "CONFIDENTIAL";

and all copies thereof (hereinafter collectively called the "**Confidential Information**") are confidential and constitute valuable and proprietary information and materials of the City and shall be kept strictly confidential and shall only be used for the purpose of providing the Services hereunder. In that regard, such Confidential Information may only be disclosed by the Contractor to those of its officers, employees, agents or subcontractors who have a need to know such information for the purposes of this Agreement or any Work Order and the Contractor shall take appropriate steps, whether by instruction, agreement or otherwise to ensure that such officers, employees, agents and subcontractors keep such information strictly confidential and otherwise comply with the provisions of this Section 5.1.

- (b) No Confidential Information shall be copied or provided or disclosed to any other party without the prior written consent of the City, which consent may be withheld in the City's sole discretion.
- (c) The Contractor acknowledges that it has no interest in the Confidential Information and shall surrender all Confidential Information in its possession or control (including all copies thereof) to the City immediately upon termination or expiration of this Agreement or at any earlier time upon the City's request, and shall thereafter cease all use of the Confidential Information.

## 5.2 **No Obligation to Disclose**

The City shall have no obligation to disclose to the Contractor any particular data, information or material which is considered by the City to be sensitive or confidential. All data, information or material which is provided to the Contractor by the City shall be and remain the sole property of the City, and shall be returned to the City immediately upon the earlier of the termination or expiration of this Agreement or any Work Order or at any earlier time upon the City's request.

## 5.3 **Injunctive Relief**

The parties agree that improper disclosure or use of the Confidential Information will cause irreparable harm to the City, which harm may not be adequately compensated by damages. As a result, the parties agree that, in addition to all other remedies the City may have and not in derogation thereof, the City may seek and obtain from any court of competent jurisdiction injunctive relief in respect of any actual or threatened disclosure or use contrary to the provisions of either this Agreement or any Work Order.

## 5.4 **Ownership of Service Results**

- (a) The Contractor agrees that all discoveries, designs, inventions, works of authorship, improvements in any apparatus, device, process, technology or thing, know-how, base materials, research results, data, surveys, maps, plans, schematics, reports (including progress reports referred to in Section 2.5), charges, tabulations, compilations, diagrams, flow-charts, processes, formulae, computer programs, specifications, screen or program layouts, drawings, documents, and notes or materials of any type whatsoever developed, created, conceived of, first reduced to practice or prepared by or on behalf of the Contractor or any officer, employee, agent or subcontractor in performance of the Services either alone or jointly with others (hereinafter collectively called the "**Services Results**") shall be fully and promptly disclosed to the City and shall be the absolute and exclusive property of the City, including any patent, copyright, other intellectual property or other rights of any kind in relation thereto.
- (b) The Contractor hereby assigns, transfers and conveys to the City all of its right, title and interest in and to the Service Results and the Contractor shall promptly execute and do or cause to be executed and done any and all documents and things necessary or desirable to give effect to the provisions of this Section 5.4, including the execution of a written assignment of all right, title and interest, whether in law or in equity, to the City for any or all of the Services Results, in form acceptable to the City.
- (c) Upon completion of the Services or expiration or termination of this Agreement or Work Order, whichever is sooner (and from time to time upon request by the City), the Service

Results and all copies thereof shall be delivered by the Contractor to the City without demand by the City without demand by the City, together with all supporting materials, explanatory notes and know-how required or reasonably necessary for full and complete disclosure of such Service Results and to enable the City to understand, use and modify the Service Results without assistance. No use may be made of the Service Results by the Contractor other than in connection with the performance of the Services hereunder.

- (d) The Contractor hereby waives absolutely (and shall cause any other persons to waive absolutely) in favour of the City, its successors and assigns, any moral rights the Contractor or such other persons have or may at any time hereafter have in the Service Results.

#### 5.5 **Protection of Rights**

The Contractor shall, at the request and expense of the City, execute or cause to be executed any documents and do or cause to be done all things which may be necessary or desirable to enable the City to file of and prosecute applications for patents, file for and obtain copyright registrations or otherwise protect any of the City's interest in and to the Service Results or any part thereof, in Canada or any other country. The City shall have complete control of and responsibility for the filings and prosecution of applications for patents, copyrights or other registrations in Canada and in foreign countries. The City shall assume all expenditures necessary to prepare and prosecute such applications and maintain or renew any resulting registrations.

#### 5.6 **Records of Contractor**

The Contractor shall make and maintain, adequate and current written records of all Service Results, which records shall be made available to and remain the property of the City at all times.

#### 5.7 **Warranty of Original Work**

The Contractor warrants that all Service Results will be original development by the Contractor, will not infringe any rights of any third parties and will otherwise be free of any claims of third parties, and will be specifically developed for the fulfilment of this Agreement or any applicable Work Order.

#### 5.8 **No Challenge**

The Contractor shall not challenge or deny nor assist any third party in challenging or denying any of the City's rights in and to the Service Results.

### **ARTICLE 6 - TERMINATION**

#### 6.1 **Termination for Default**

- (a) The City may forthwith terminate this Agreement or any Work Order by providing written notice of termination to the Contractor, without prejudice to any other right or remedy the City may have, if the Contractor at any time:
  - (i) fails to comply with any of the terms or conditions of this Agreement or any Work Order; or
  - (ii) is adjudged or otherwise becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, if a receiver is appointed for the property of the Contractor, or if the Contractor ceases to carry on business in the normal course;

such termination to be effective on the date such notice of termination is received.

- (b) The termination of this Agreement shall terminate all Work Orders that may be in effect as of the date of the termination of this Agreement.

## 6.2 **Payment upon Termination**

The City shall, in the event of termination of this Agreement, other than pursuant to Section 6.1(a)(ii), pay to the Contractor all amounts for completed work due to the Contractor in accordance with this Agreement or applicable Work Order, less any amounts which may be owing by the Contractor to the City as provided for hereunder. The City shall have no further liability of any nature whatsoever to the Contractor for any losses or damages suffered or sustained, either directly or indirectly, by the Contractor including, without limitation, loss of profit, as a result of the termination of this Agreement or Work Order.

## 6.3 **Effect of Termination**

Upon termination or expiration of this Agreement or Work Order:

- (a) the Contractor shall forthwith return to the City all Confidential Information in written form within its possession or control, together with all copies thereof or, at the City's written direction, destroy all such Confidential Information and provide the City with a certificate confirming such destruction; and
- (b) no further use may be made by the Contractor of the Service Results or any portion thereof, for any purpose whatsoever.

## 6.4 **Survival of Obligations**

Notwithstanding the expiration or termination of either this Agreement or any Work Order for any cause, the provisions of this Agreement regarding payment obligations, indemnities, confidentiality obligations and proprietary rights, and those provisions which are expressly or impliedly intended to survive, shall survive any such expiration or termination and shall remain in force.

# **ARTICLE 7 - INDEMNITY AND INSURANCE**

## 7.1 **Indemnity**

Notwithstanding any other provision of this Agreement or Work Order to the contrary, the Contractor shall:

- (a) be liable to the City, its officials, councilors, representatives, agents and employees for any and all losses, costs, damages and expenses (and without limiting the generality of the foregoing, any direct losses, costs, damages and expenses of the City or such persons, including costs as between a solicitor and his own client full indemnity basis) which the City or such persons may pay or incur;
- (b) indemnify and hold harmless the City, its officials, representatives, agents and employees from and against any and all liabilities, claims, suits or actions which may be brought or made against the City or such persons;

as a result of or in connection with:

- (c) the performance of the Services; or
- (d) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement or Work Order set forth and contained on the part of the Contractor to be fulfilled, kept, observed or performed; or
- (e) any breach of confidentiality on the part of the Contractor or any agent or subcontractor, or employee of the Contractor or any agent or subcontractor; or
- (f) any damage to property (including loss of use thereof) or injury to person or persons, including death resulting at any time therefrom, arising out of or in consequence of the performance of the Services; or
- (g) the failure of the City to withhold any taxes or other amounts in respect of payments made to the Contractor under this Agreement or Work Order; or
- (h) any suit or proceeding based on a claim that the Service Results or any portion thereof infringes or constitutes wrongful use of any copyright, patent, trademark, trade secret or any other right of any third party;

and the City shall be deemed to be the agent of its officials, representatives, agents and employees in regard thereto.

## 7.2 **Insurance**

The Contractor shall maintain, in full force and effect with insurers licensed in the Province of Ontario, the following insurance:

- (a) comprehensive general liability insurance in respect to the Services and operations of the Contractor for bodily injury and property damage with policy limits of not less than Two Million (\$2,000,000.00) Dollars per occurrence, with the City named as an additional insured with respect to the performance of the Services. Such policy shall include blanket contractual coverage and a cross liability clause, and shall provide for a minimum of thirty (30) days prior written notice to the City upon any cancellation or material change in coverage;
- (b) all risk insurance on any personal property, tools or equipment to be used in performing or providing the Services, to full replacement value;
- (c) standard automobile insurance providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive for bodily injury and property damage (if the Contractor is required to use a vehicle in the performance of the Services); and
- (d) any other insurance of such type and amount as may reasonably be required by the City.

## 7.3 **Placement of Insurance**

The aforementioned insurance shall be in a form and with insurers acceptable to the City. Certified copies of the policies shall be provided to the City by the Contractor upon request and evidence of renewal shall be provided to the City prior to the expiry dates of the policies.

7.4                    **Deductibles and Duration**

The Contractor shall be responsible for the payment of all premium and deductible amounts relating to the said insurance policies and the Contractor shall maintain the aforementioned insurance until the Services are completed or the Agreement is terminated, whichever is last to occur (or, in the case of Section 7.2(d), for so long as may reasonably be required by the City).

**ARTICLE 8 - GENERAL**

8.1                    **Notices**

Any notice provided for or permitted to be given pursuant to this Agreement or Work Order shall be in writing and shall, except in the event of an interruption in postal service during which time all notices must be personally delivered, be sufficiently given if personally delivered or sent by prepaid registered mail addressed to the party for whom the same is intended to the address for notice for such party as set out in Schedule "C".

Any notice delivered personally shall be deemed to be received when left during normal business hours at the office set forth above and any notice sent by prepaid registered mail shall be deemed to have been received on the third normal delivery day following the posting thereof. Either party shall be entitled to change its address for notice to another existing address by notice in writing to the other. The word "notice" in this Section 8.1 includes any request, statement, report, demand, order or other writing in this Agreement or Work Order provided or permitted to be given by the City to the Contractor or by the Contractor to the City.

8.2                    **Assignment**

The Contractor shall not assign this Agreement or any Work Order or any portion thereof without the prior written consent of the City, which consent may be arbitrarily withheld. Upon any transfer or assignment by the City of either this Agreement or any Work Order, the City shall be released from its obligations thereunder. The City may assign this Agreement or any Work Order in whole or in part to any person in the City's sole discretion without notice to the Contractor.

8.3                    **Waiver**

The failure of a party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement or any Work Order or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option and no waiver by the City of any provision of this Agreement or Work Order shall be deemed to have been made unless expressed in writing and signed by the City.

8.4                    **Enurement**

Each of this Agreement and each Work Order shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns or approved assigns, as the case may be.

8.5                    **No Agency**

Nothing in this Agreement or any Work Order, nor in any acts of the City and the Contractor pursuant to this Agreement or any Work Order, shall be construed, implied or deemed to create an agency, partnership, joint venture or employer and employee relationship between the City and the Contractor, and neither party has the authority to bind the other to any obligation of any kind.

8.6 **Partial Invalidity**

If any term, condition or provision of this Agreement or any Work Order thereunder or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or Work Order or the application of such term, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision shall be separately valid and enforceable to the fullest extent permitted by law.

8.7 **Time of Essence**

Time shall be of the essence of this Agreement and each Work Order.

8.8 **Expiration of Time**

In any case where the time limited by this Agreement or Work Order expires on a Saturday, Sunday or legal holiday in the Province of Ontario, the time limited shall be extended to and shall include the next succeeding day which is not a Saturday, Sunday or legal holiday in the Province of Ontario.

8.9 **Further Assurances**

Each of the parties to this Agreement shall at the request of the other party hereto, execute and deliver any further documents and do all acts and things as that party may reasonably require to carry out the full intent and meaning of this Agreement.

8.10 **Governing Law**

This Agreement and each Work Order shall be governed by the laws in force in the Province of Ontario and the courts of Province of Ontario shall have exclusive jurisdiction with respect to any dispute, matter or thing arising herefrom.

**IN WITNESS WHEREOF** the parties hereto have affixed their corporate seals by the hands of their proper officers.

**CITY OF KENORA**

\_\_\_\_\_  
**[NAME OF CONTRACTOR]**

Per:

Per:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Andrew Poirier

\_\_\_\_\_  
Printed Name of Authorized Signing Officer

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Position of Authorized Signing Officer

Per:

Per:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Heather Pihulak

\_\_\_\_\_  
Printed Name of Authorized Signing Officer

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Position of Authorized Signing Officer