

THIS AGREEMENT made in duplicate as of the ____ day of _____, 2021.

BETWEEN:

THE CITY OF FREDERICTON, a local government under and by virtue of the *Local Governance Act*, SNB 2017, c.18, located at 397 Queen Street, Fredericton, New Brunswick, E3B 1B5 (hereinafter called the "Local Government")

OF THE FIRST PART

AND

CARMICHAEL ENGINEERING LTD., an extra-provincial corporation under the *Business Corporations Act* (New Brunswick) with its head office at 3822 Av. De Courtrai, Montreal, Quebec and branch office at 385 Wilsey Road, Fredericton, New Brunswick, E, (hereinafter called the "Supplier")

OF THE SECOND PART

(each a "Party", collectively the "Parties")

WHEREAS the Local Government issued a Request for Proposal P21-06, Mechanical Systems Maintenance dated May 28, 2021, and an Addendum #1 dated June 18, 2021, and an Addendum #2 dated June 21, 2021 with a closing date of June 30, 2021; (the "RFP"), inviting submission of proposals to provide the Services, as hereinafter defined;

AND WHEREAS the Supplier provides mechanical system maintenance and submitted a proposal to the Local Government dated June 29, 2021, (the "Proposal") in response to the RFP as the Supplier wishes to provide products and services to the Local Government;

AND WHEREAS the Local Government adopted a resolution on December 13, 2021, authorizing the award of the RFP to the Supplier and authorized and approved this Agreement between the Parties;

AND WHEREAS the Parties wish to enter into this Agreement pursuant to the RFP, Addendum #1 and #2, the Proposal, and the terms and conditions set forth herein;

NOW THEREFORE in consideration of the terms and conditions and mutual covenants and agreements set out herein, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Supplier and the Local Government agree as follows:

1. SERVICES AND TERM

- 1.1 The Supplier shall provide and deliver the services, and/or products and perform the work (collectively the "Services") described in Schedule A, in accordance with the terms and conditions of this Agreement, for a period of five (5) years commencing on February 1, 2022 and expiring on December 31, 2026 (the "Term"), unless terminated earlier in

accordance with this Agreement.

- 1.2 Any additional services, products or goods to be provided by the Supplier under this Agreement, other than the Services, must be approved in advance (verbally or e-mail or text message) by both Parties before the Supplier may perform such services. In the event that any such additional services are performed by the Supplier without written agreement by the Parties, the Local Government shall not be required to pay the Supplier any fees or other amounts in respect thereof, and Supplier will not be obligated to continue to perform such additional services.
- 1.3 The preparation of the Statement of Work Proposal will be undertaken and performed by the Supplier at its own expense.
- 1.4 All rights and obligations of the Parties under this Agreement shall be deemed to apply to such Statement of Work as if fully set forth therein.
- 1.5 The Supplier shall provide the Services and discharge its duties to the Local Government in a competent, professional and timely manner to the standard of care ordinarily exercised by other members of its profession under similar circumstances, and shall assign only duly qualified, competent and skilled personnel to carry out its obligations to the Local Government under this Agreement.
- 1.6 The Supplier shall deliver the Services on time and in accordance with the delivery schedule outlined in Schedule A, and as agreed to by the Local Government, and conform in all respects with the Local Government's requirements. The Services shall not be deemed to be completed to the satisfaction of the Local Government or accepted by the Local Government until all requirements have been met by the Supplier in accordance with the terms and conditions of this Agreement.
- 1.7 The Local Government may conduct an annual Supplier performance review. The annual performance review will include but will not be limited to the following:
 - acceptable performance of the specifications and Services / scope of work.
 - compliance to specifications/general requirements;
 - compliance with the terms and conditions of the RFP and general performance as per RFP and this Agreement;
 - delivery of the goods / Services;
 - the quality of goods and Services provided/adherence to detail;
 - any issues/challenges that occurred during the supply and delivery of the goods / Services;
 - efficient and effective communication between the Supplier and the Local Government;
 - proper invoicing;
 - proper reporting; and
 - any other factors that the Local Government deems appropriate.

If the Local Government identifies performance issues related to any of the Services or Goods, the Local Government will promptly notify the Supplier of such concerns verbally or in writing, and will provide a reasonable level of specificity related to the issue. The Supplier will have five (5) business days to respond in an effort to mitigate and address the Local Government's concerns (the "Remediation Period"). In the event that the Supplier has not improved to the satisfaction of the Local Government following the

Remediation Period, the Local Government may request that the Supplier take specific action such as but not limited to removing an individual from performing the Services or the Local Government may suspend or terminate the Agreement pursuant to Section 5.

- 1.8 Nothing in this Agreement shall constitute or be deemed to constitute any assurance or representation by the Local Government to the Supplier that this Agreement will be renewed or extended.

2. DELIVERY OF GOODS AND SERVICES

- 2.1 The Supplier agrees to supply and deliver the products or goods, including all related products, hardware, materials, software, component parts, packaging, labelling, data and documentation ("Goods") that are required to perform the Services to the Local Government and as outlined in the attached Schedule A.
- 2.2 The Supplier shall promptly report to the Local Government, upon request, its progress in performing its obligations under this Agreement and provide such explanations as the Local Government may require in connection therewith.
- 2.3 The Supplier shall furnish at its own expense all labour, machinery, equipment, tools, transportation and other inputs required to perform the Services and provide the Goods, unless otherwise agreed to by the Local Government in writing. The Local Government shall not be liable for any loss of or damage to machinery, equipment or tools furnished by the Supplier.
- 2.4 The Supplier shall, at its own expense, and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions printed on the face of any purchase order or otherwise provided to Supplier by the Local Government in writing, pack, load, and deliver Goods and Services to the location specified by the Local Government. The Local Government shall not be responsible for any charges for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging, import fees or similar charges unless explicitly agreed to in writing.
- 2.5 The Supplier acknowledges and agrees that time is of the essence with respect to delivery of the Goods and performance of Services. Goods shall be delivered and Services completed by the delivery dates specified by the Local Government. The Supplier shall immediately notify the Local Government if the Supplier anticipates it will likely be unable to meet a delivery date.
- 2.6 At any time prior to the delivery of the Goods or performance of the Services, the Local Government may, upon notice to the Supplier, cancel or change a purchase order, or any portion thereof, for any reason, including, without limitation, for the convenience of the Local Government or due to failure of the Supplier to comply with the Agreement, unless otherwise noted.
- 2.7 The Supplier shall ship all Goods FOB to the delivery point specified by the Local Government.
- 2.8 The Supplier acknowledges and agrees that risk of loss to any Goods shall only pass to the Local Government, upon successful delivery of the Goods to the delivery point specified by the Local Government. The Supplier shall be responsible to obtain appropriate insurance for the Goods while they are in transit from the Supplier's loading point to the delivery point

specified by the Local Government.

- 2.9 Supplier shall not supply a substitute for the Goods or Services without the prior written approval of the Local Government. Approval of substitutes shall be at the sole discretion of the Local Government.
- 2.10 The Supplier acknowledges and agrees to the Supplementary Equipment Purchase and Maintenance Terms and Conditions attached as Schedule B.

3. INSPECTION AND ACCEPTANCE

- 3.1 All shipments of Goods and all Services performed and supplied by the Supplier are subject to the Local Government's right of inspection and testing.
- 3.2 The Local Government has ninety (90) business days (the "Inspection Period") following the delivery of the Goods to the delivery point specified by the Local Government or the completion of Services by the Supplier to undertake such inspection, and upon such inspection by the Local Government, in its sole but reasonable discretion, it shall either accept the Goods or Services or reject them.
- 3.3 The Local Government has the right to reject any Goods that are delivered in excess of or below the quantity ordered or are damaged or defective. In addition, the Local Government has the right to reject any Goods or Services that are not in conformance with the specifications or any term of this Agreement.
- 3.4 The delivery of Goods or transfer of title of Goods from the Supplier to the Local Government does not constitute acceptance of those Goods by the Local Government.
- 3.5 The Local Government shall provide the Supplier, no later than the end of the Inspection Period, a written notice of any Goods or Services that are rejected, together with the reasons for such rejection. If the Local Government does not provide the Supplier with any notice of rejection before the end of the Inspection Period, the Local Government shall be deemed to have accepted such Goods or Services.
- 3.6 The Local Government's inspection (or non-inspection), testing (or non-testing), acceptance or use of the Goods or Services shall not limit or otherwise affect the Supplier's warranty obligations with respect to the Goods or Services.
- 3.7 If the Local Government rejects any Goods or Services, the Supplier shall arrange to have rejected Goods returned to the Supplier at the Supplier's expense, and the Supplier shall at the Local Government's option:
 - (a) provide a full credit or refund of all amounts paid by the Local Government to the Supplier for the rejected Goods or Services; or
 - (b) provide replacement Goods or Services to be received within the time period specified by the Local Government.
- 3.8 The Supplier shall not deliver Goods that were previously rejected by the Local Government unless delivery of such Goods is approved in advance in writing by the Local Government, and is accompanied by a written disclosure of the Local Government's prior rejection(s).

4. PRICE AND PAYMENT

- 4.1 In consideration for the Services and Goods requested by, and performed to the satisfaction of the Local Government, and subject to the terms and conditions of this Agreement, the Local Government shall pay the Supplier the fees outlined on Schedule C.
- 4.2 The payment of fees and the expansion of or continuation of Services under this Agreement is contingent on the Local Government's annual approved budget. If the Local Government does not obtain approval for the expense, they will inform the Supplier in advance of utilizing the billable services. In no instance will the Local Government use Services in advance of obtaining budgetary approval for payment of the Services.
- 4.3 The Supplier shall not be entitled to receive payment for any Services or Goods that are not outlined under Schedule C, (as such is considered to be "Excess Services") unless the Local Government has given prior written authorization to the Supplier for the provision of such Excess Services.
- 4.4 Each invoice submitted by the Supplier for payment shall contain a detailed description of the Services in respect of which it is being remitted, and all such other information as specified by the Local Government from time to time for inclusion therein. Subject to verification by the Local Government, invoices will be paid thirty (30) days following receipt. Payments will be administered through the Local Government's electronic payment process. Following the execution of this Agreement, the Supplier shall send Proper Invoices in proportion to the progress made with each phase of the Services, if applicable, electronically to invoices@fredericton.ca, unless the Local Government advises otherwise. Invoices received after 4:30 p.m. (AST) will be considered to be received on the next business day.

"Proper Invoices" mean a written bill or other request for payment for services or materials made pursuant to this Agreement and shall contain the following information, and any other requirements that this Agreement specifies: (a) Supplier's name, telephone number, mailing address and shipping address (if different than the mailing address); (b) the Supplier's invoice number; (c) the date and the period during which the Services or materials were supplied; (d) a description, including quantity (itemized list of services being invoiced for, time spent by each employee and expenses incurred on the project in the billing period, where appropriate), of the Services or materials supplied; (e) the amount payable for the Services or materials that were supplied including a total showing how much money has been billed previously and a total billed to date, (i.e. current plus previous invoices) as applicable and the payment terms; (f) the name, title, telephone number and mailing address of the person to whom payment is to be sent; (g) the name or title of the project; (h) HST must also be shown as a separate line item; and (i) any other information that the Local Government may require.

- 4.5 The Parties acknowledge and agree that the Local Government shall not be considered to be in default if the payment process for a Proper Invoice is delayed due to the Supplier's failure to complete with the requirements of Section 4.
- 4.6 No payment by the Local Government to the Supplier hereunder shall be or construed to be an acceptance or approval by the Local Government of incomplete, defective or improper performance by the Supplier of any of its obligations under this Agreement or operate to relieve the Supplier from the performance of any of its obligations hereunder

that have not been performed in accordance with the requirements set out in this Agreement.

- 4.7 The Supplier is responsible for paying its own costs and expenses incurred in connection with its performance of the Services. For greater certainty, such costs may include but are not limited to telephone, copying, courier, travel, parking, fuel surcharge and pandemic costs shall not be reimbursed by the Local Government.
- 4.8 The Local Government may set-off any amount due or owing to the Supplier, or any subcontractor, pursuant to this Agreement against any amounts the Supplier owes to the Local Government.

5 SUSPENSION AND TERMINATION OF AGREEMENT

- 5.1 The Local Government shall be entitled to immediately suspend and/or terminate this Agreement for cause, upon the occurrence of any of the following events, each of which shall constitute an "Event of Default":
- (a) The Supplier breaches or fails to comply with any of the terms and conditions of this Agreement, and such breach or failure is not remedied by the Supplier to the reasonable satisfaction of the Local Government within ten (10) days after written notice from the Local Government to remedy the breach or failure;
 - (b) The Supplier becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of creditors, or otherwise acknowledges its insolvency, or a receiver or receiver manager is appointed for any property of the Supplier; or
 - (c) Any statement, representation or warranty made by the Supplier (in its Proposal) or in this Agreement is untrue or incorrect.
- 5.2 If this Agreement is suspended or terminated for cause pursuant to Section 5.1 as a result of an Event of Default, the Supplier shall be responsible for and shall reimburse the Local Government for all loss, costs and damages incurred by the Local Government as a result of or arising from the Event of Default, including any costs incurred by the Local Government to correct any defects or deficiencies in any of the Services, and any costs incurred by the Local Government to procure the Services or any part thereof from another provider.
- 5.3 Notwithstanding Section 5.1, the Local Government may, at its sole discretion, at no cost, terminate this Agreement without cause at any time prior to the expiration of the Term, upon giving thirty (30) days prior written notice of termination to the Supplier. In such an event, the Supplier shall be entitled to receive payment for the Services it has satisfactorily performed up to the date of termination, and where applicable, to the payment of any holdback which the Local Government is then holding at such time. Payments to the Supplier of the foregoing amounts shall constitute full and final satisfaction of the Local Government's obligations to the Supplier under this Agreement. In the event this Agreement is terminated by the Local Government pursuant to this Section 5.3, the Supplier shall not be reimbursed for any profits that may have been anticipated but not earned up to the termination date, and the Supplier shall not have any claim or entitlement to any additional compensation or damages arising from such termination.

- 5.4 Within sixty (60) business days following the expiry or termination of this Agreement the Supplier shall, a part of the provision of the Services in exchange for the payment of fees under this Agreement, (i) transfer to the Local Government all Data, Confidential Information, Personal Information and Material (including paper and electronic copies) then in custody or control of the Supplier or a subcontractor, by means of a commonly-used format that is readable across multiple industry-standard mediums or applications, and thereafter (ii) locate, delete and destroy any copies of Data, Confidential Information, Personal Information and Material that might remain on the Supplier's storage medium used for the storage, and (iii) wipe the storage medium clean. The Supplier shall ensure that any Data, Confidential Information, Personal Information or Material that may reside with a subcontractor is treated in conformity with Section 5.4 of this Agreement. The Supplier shall also provide written confirmation of completion of each action described above, as each is completed to the Local Government.
- 5.5 Neither the expiration nor the termination of this Agreement shall relieve, or be deemed to relieve, the Supplier from any duties, obligations or liabilities hereunder that accrued prior to such expiration or termination, or which by their nature are intended to survive the expiration or earlier termination of this Agreement, including but not limited to all warranties given by the Supplier in respect of the Services, and those duties and obligations of the Supplier set out in Section 5 (Termination), Section 6 (Confidentiality), Section 7 (Material Rights), Section 11 (Insurance, Liability and Indemnity), Section 15 (Representations, Acknowledgements and Warranties) and Section 18 (Accounts and Audit).

6 CONFIDENTIALITY

- 6.1 The Supplier acknowledges and confirms that all information provided to it by the Local Government hereunder or to which the Supplier has access as a result of providing the Services to the Local Government is confidential information ("Confidential Information"). Unless required by law or an order of a court of competent jurisdiction, such Confidential Information shall not, either during the Term or at any time thereafter, be disclosed by the Supplier, to any third party or to any employees of the Supplier, other than its employees who are directly involved in providing the Services, without the prior written consent of the Local Government.
- 6.2 The Supplier shall implement and maintain security standards and procedures for the safeguarding of the Local Government's Confidential Information to prevent unauthorized access thereto and to ensure compliance with applicable legislation. The Supplier agrees to promptly notify the Local Government in writing upon becoming aware of a breach of either the Supplier's (or any subcontractor) security standards and procedures or any unauthorized disclosure of information that the Supplier is required to keep confidential under applicable law. The Supplier shall take immediate steps to mitigate any breach or unauthorized disclosure.
- 6.3 The Supplier acknowledges that the Local Government is subject to the *Right to Information and Protection of Privacy Act*, SNB 2009, c. R-10.6 ("RTIPPA"), as amended, with respect to the personal information, as defined thereunder, in its custody and control. The Supplier agrees that the Local Government may disclose this Agreement or portions thereof as may be required pursuant to RTIPPA or a City Council approval process, if required, and that no such disclosure constitutes a breach of confidentiality.

6.4 The Supplier represents, warrants and undertakes to the Local Government that it, and any subcontractor, shall comply with the RTIPPA, the terms and conditions contained in the Privacy Protection Schedule, attached as Schedule D to this Agreement, and protect personal information collected by the Local Government as if it were a public body under RTIPPA.

7 MATERIAL RIGHTS

7.1 All findings, data, information, surveys, research, working papers, drawings, spreadsheets, evaluations, databases and documents, regardless of storage format or whether in draft or final form that are collected, created or produced by the Supplier in the performance of this Agreement (collectively the "Materials") are the exclusive property of the Local Government. All intellectual property rights, including patents, copyrights, trademark and industrial design in the Materials, with the exception of any pre-existing intellectual property rights of the Supplier therein, are the sole property of the Local Government, are hereby irrevocably assigned by the Supplier to the Local Government and the Supplier herewith waives all moral rights in those Materials.

7.2 All research reports, surveys, findings, data and other information comprising the Materials are Confidential Information of the Local Government and are subject to the provisions of Section 6 of this Agreement.

7.3 Local Government reserves the right, in its sole discretion, to publish or release, in whole or in part, or to refrain from publishing or releasing, any research, reports, information, audio visual materials, information or data produced by the Supplier in the performance of the Services under this Agreement.

7.4 The Supplier shall secure and ensure that the Local Government has all licences (including third party licences) that are needed for any software that the Local Government will require to lawfully continue using all deliverables that the Supplier has agreed to provide as part of the Services.

7.5 The Supplier hereby grants to the Local Government a perpetual non-exclusive licence to use any computer software or designs of a generic nature to which the Supplier holds copyright during the Term (or subscription period), and that may be included in any work product comprising any part of the Services delivered to the Local Government under this Agreement.

7.6 The Supplier shall provide the Local Government the ability to download copies of all Materials, Confidential Information, Personal Information and Data in its possession which shall be in a commonly used (workable as-is) format that is readable across multiple industry standard mediums or applications and/or destroy all copies thereof, and no such Materials, Confidential Information, Personal Information, and Data shall thereafter be retained or used in any form by the Supplier.

Upon request from the Local Government, the Supplier shall locate, delete and destroy any copies of Material, Confidential Information, Personal Information and Data that may remain on the Supplier's or a subcontractors storage medium used for storage and shall wipe the storage medium clean. No Materials, Confidential Information, Personal Information or Data shall thereafter be retained or used in any form by the Supplier. The Supplier shall provide written confirmation of the deletion, destruction of any copies of Material, Confidential Information, Personal Information and Data and that the identified

storage medium has been wiped clean.

- 7.7 The Parties acknowledge and agree that the Local Government shall not incur any costs, charges or fees with respect to Section 7.

8 INFORMATION SECURITY

8.1 The Supplier acknowledges and agrees that, in the course of providing the Services, the Supplier may receive, have access to, control over, or custody of Confidential Information, Materials, Personal Information and Data. In circumstances where this occurs, the Supplier shall comply with the terms and conditions set forth in this Agreement, including Section 8.2 below, in its collection, receipt, transmission, retention, storage, use, disclosure and disposal of Confidential Information, Materials, Personal Information and Data, (collectively in this Section 8 "Use") and be responsible for any unlawful or unauthorized Use or Mishandling of Confidential Information, Materials, Personal Information or Data it receives, has access to, or which is under its control or custody (or the temporary control or custody of a subcontractor), to the extent such unlawful or unauthorized Use arises out of or is related to the Supplier's or any employee, director, officer, agent, service provider, supplier or subcontractor of the Supplier, negligent act or omission, or failure to act in accordance with the terms of this Agreement.

8.2 The Supplier both directly, and through its third party service providers, agrees and covenants to:

- (a) adhere to leading industry information security practices, such as ISO 27000 and its successors or equivalent industry alternatives (e.g., COBIT, ITIL) with respect to Materials, Personal Information, Data and Confidential Information of the Local Government that is in its custody or control;
- (b) host Materials, Personal Information, Data and Confidential Information of the Local Government that is in its custody or control in a hardened cloud data center(s) that adheres to the SSAE18/ISAE 3402 standard for data centers;
- (c) maintain (and provide the Local Government, upon request, a copy of a comprehensive and up-to-date set of information security and data integrity/protection policies relative to the Supplier's Use of Materials, Personal Information, Data and Confidential Information of the Local Government (including, for example: Data collection, retention, backup and destruction rules, Data Breach response protocols, and disaster recovery procedures) that are consistent with leading industry standards referenced in Section 8.2(a) above;
- (d) except where to do so would result in a violation of applicable laws or regulations, provide the Local Government with written notice (in priority to all other interested parties and regulatory bodies) of any Data Breach that may affect the Local Government, or any of their employees or customers, and then take (and document) all necessary steps at its cost and effort to mitigate and remediate the breach as required under (i) this Agreement, (ii) the Supplier's data privacy and security policies and procedures, and all applicable laws and regulations;
- (e) plan and execute regular internal audits of the Supplier's information security procedures and controls relative to the protection of its customer information. The Local Government may obtain a copy of the results upon request;

- (f) securely purge Materials, Personal Information, Data and Confidential Information of the Local Government, as required (i) under this Agreement, including when appropriate in the provision of the Services, (ii) by operation of applicable laws and regulations, or (iii) by the Local Government, acting reasonably in its direction of the Supplier; and thereafter inform the Local Government.

8.3 The Supplier shall monitor its third-party providers and subcontractors and enforce its contractual rights to ensure that in the provision of the Services and Goods its third-party service providers and subcontractors comply with data security and systems security commitments.

9 INDEPENDENT CONTRACTOR

9.1 This Agreement is a contract for the performance of the Services. The Supplier is engaged by the Local Government hereunder as an independent contractor and shall not at any time hold itself out as an employee, servant or agent of the Local Government. No partnership, joint venture, agency or other legal relationship is created or deemed to be created by this Agreement or any actions of the Parties hereunder. The Supplier shall not have authority under this Agreement to bind the Local Government or to commit the Local Government to the payment of money to any third party.

10 COMPLIANCE WITH LAWS

10.1 The Supplier shall comply with all applicable laws governing the conduct of its business and the provision of the Services and Goods to the Local Government.

10.2 Without limiting the generality of Section 10.1, the Supplier shall comply with the requirements of the *Official Languages Act*, SNB 2002, c. O-0.5, as amended, that pertain to the Local Government in the provision and delivery of the Services as they relate to communications and services prescribed by Regulation 2002-63, as amended, in both official languages, including but not limited to:

- (a) Consultations/Public Meetings: presentation materials, displays, comment cards/feedback mechanism or other materials. The Supplier or the Local Government shall have at least one bilingual staff or interpreter present to answer questions and discuss technical drawings and/or documents;
- (b) Signage: building, facility, traffic and construction signs; and
- (c) Communications: public notices, information bulletins, advertisements, public education material.

Notwithstanding the provisions of this Section 10.2, the Local Government shall be responsible for translation of all documents, video and other public notices and information required by the Supplier in the provision of the Services. The Supplier giving written notice to the Local Government of the date that any and all translation must be received by the Supplier to meet its timelines.

10.3 The Supplier agrees to maintain in good standing all licences, permits, registrations or authorizations it is required to obtain in order to lawfully provide the Services in the Province of New Brunswick. Without limiting the foregoing, professional personnel

performing any part of the Services on behalf of the Supplier shall be required to comply with all applicable professional registration or licensing requirements in effect in the Province of New Brunswick at the time such Services are being performed.

- 10.4 Neither the execution of this Agreement by the Local Government or the acceptance of the Supplier's Proposal shall be or deemed to be approval or authorization by the Local Government to anything related to the business or operations of the Supplier or the provision of the Services that requires any permit or licence or approval pursuant to federal, provincial or municipal legislation, regulations or by-laws.
- 10.5 The Supplier shall promptly provide to the Local Government, upon request (unless specified otherwise in the tender or request for proposal), copies of all permits, licences, authorizations and registrations that it is required to obtain in order to provide the Services, as well as evidence of the Supplier's compliance with laws applicable to the performance of the Services.

11 INSURANCE, LIABILITY AND INDEMNITY

- 11.1 The Supplier, and any subcontractor involved in the delivery of Services or Goods, shall at its own expense obtain and maintain for the Term and for an additional period of two (2) years thereafter the following insurance coverage:

(a) Commercial General Liability

- (i) The policy shall provide a policy limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence for all claims arising out of bodily injury (including death), personal injury, and damage to property of others. Such policy shall not contain any exclusion that conflict with the Services required to be delivered or performed under this Agreement. The Supplier shall list the Local Government and any other party required by the Local Government as an additional insured. The policy shall also contain cross liability and severability of interest.

(b) Automobile Liability Insurance

- (i) The policy shall provide coverage for liability arising out of the use of owned, non-owned, leased or hired automobiles in connection with the performance of the Services. Coverage shall consist of a combined single limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence. Alternatively, for Services that do not require the use of owned, non-owned, leased or hired automobile, the Supplier shall provide written confirmation stating same within five (5) Business Days of the execution of the Agreement instead of the required insurance coverage.

- 11.2 The aforementioned policy in Section 11.1(a) shall have a policy limit not less than five million dollars (\$5,000,000.00) per claim or occurrence, aggregate limit not less than five million dollars (\$5,000,000.00) within any policy year and the aforementioned policy in Section 11.1(b) shall have a policy limit not less than two million dollars (\$2,000,000.00) per claim or occurrence, aggregate limit not less than two million dollars (\$2,000,000.00) within any policy year.

- 11.3 The insurance to be maintained by the Supplier hereunder shall:
- (a) be issued by financially sound insurers acceptable to the Local Government and licensed to carry on business in the Province of New Brunswick or Canada;
 - (b) require the insurer to provide the Local Government with at least thirty (30) days' prior written notice of a material change in the policy or termination or cancellation of the policy;
 - (c) provide coverage for liability arising out of property damage, loss, personal injury (including death), or any other damage resulting from any act or omission of the Supplier, its officers, directors, employees, servants, and agents; and
 - (d) be primary insurance without right of contribution of any other insurance carried by the Supplier or by the Local Government.
- 11.4 Prior to the award of any request for proposal or the signing of this Agreement, the Supplier shall deliver to the Local Government certificates of insurance evidencing the insurance required under this Agreement is in effect. Thereafter and throughout the Term (and any Term Extension) of this Agreement, the Supplier shall, provide the Local Government any and all renewal certificates of insurance evidencing that the insurance required under this Agreement continues in effect. The Supplier shall also provide a certificate of insurance upon request of the Local Government.
- 11.5 The Supplier shall provide the Local Government with a certificate of renewal for each insurance policy no later than fifteen (15) days prior to the expiry date of the applicable policy.
- 11.6 When requested by the Local Government, the Supplier shall provide copies of its insurance policies to the Local Government for their review and inspection during the Term of this Agreement or prior to the Parties signing this Agreement.
- 11.7 The Parties acknowledge and agree that any other valid or collectible insurance that may be available to the Local Government shall not apply to any loss until the coverage and limits available under the insurance policies maintained by the Supplier in accordance with this Agreement have been exhausted.
- 11.8 The Supplier shall indemnify and hold harmless the Local Government, its officers, directors, employees, councillors, agents, representatives, officials, successors and assigns (hereinafter the "Indemnified Parties"), from and against any and all claims, actions, suits, executions, demands, or other proceedings of any kind or nature, and all loss, liability, judgments, costs, charges, damages, liens and expenses (including legal fees) of any nature whatsoever and howsoever caused ("Losses") arising out of or resulting from:
- (a) an Event of Default;
 - (b) a Data Breach;
- "Data Breach" means (i) the Mishandling of Confidential Information, Material, Data or Personal Information, and (ii) any act, error or omission that violates or causes the Local Government to violate any applicable data privacy/security laws

or regulations.

“Mishandling” means the collection, handling, access, use, management, control, retention, storage, disclosure, transfer, disposal, destruction, hack or loss of Confidential Information, Material, Personal Information or Data in a manner that fails to comply with (i) this Agreement and the Local Government’s lawful instructions relative thereto, (ii) the Supplier’s data privacy, security policies and procedures or (iii) applicable data privacy or security laws and regulations (e.g. the Supplier’s obligations with respect to Personal Information).

“Personal Information” is defined in Schedule D.

- (c) any act, omission, failure or negligence of the Supplier, or any of its employees, servants, agents, or subcontractors, in the performance of this Agreement, including without limitation, any injury or death to persons, or loss of or damage to property;
- (d) the death of or bodily injury to any employee, customer, agent, business invitee, visitor or other person, to the extent caused by the negligence or willful misconduct of the Supplier or any Supplier personnel or Supplier subcontractor;
- (e) the damage, loss or destruction of any real or tangible personal property (excluding data) to the extent caused by the negligence or willful misconduct of the Supplier or any Supplier personnel;
- (f) the unauthorized disclosure or breach by the Supplier or any Supplier personnel of any Confidential Information, Materials and/or Personal Information;
- (g) any acts performed by or on behalf of the Supplier beyond the authority of the Supplier under the terms of this Agreement;
- (h) any illness, injury or death of any employee of the Supplier;
- (i) any breach or resulting expenses incurred by the Supplier attributable to the Supplier’s responsibilities pursuant to applicable health and safety legislation;
- (j) any infringement or alleged infringement of any patent, trade secret, service mark, trade name, copyright, official mark, moral right, trade-mark, industrial design or other propriety rights conferred by contract, common law, statute or otherwise in respect to the Services or any matter provided to the Local Government or performed by the Supplier, or anyone else for whom at law the Supplier is responsible, except to the extent any such alleged infringement is attributable to the actions or omissions of the Indemnified Parties;
- (k) a security breach caused by or attributable to the negligence, actions, omissions or delays in the performance of this Agreement by the Supplier;
- (l) an allegation that the Services, or any party thereof, violate the intellectual property rights of a third party; or
- (m) a breach or non-performance of the Supplier’s obligations, representations or warranties described in this Agreement

(collectively, "Indemnified Claim(s)"). Notwithstanding the foregoing, the indemnification obligations of the Supplier under this Section 11.8 do not apply to the extent that the Indemnified Claim arises out of (i) a modification of the Services or documentation by the Local Government, or combining the Services with services or products not provided by Supplier, unless such modification or combination is made at the recommendation or direction of, is authorized or agreed to by, the Supplier or Supplier subcontractor, or is necessary for the Local Government to use the Services in accordance with any specifications or documentation; or (ii) misuse of the Services by the Local Government in breach of this Agreement.

11.9 The Supplier will, at its sole cost and expense and always acting in a reasonable manner, diligently investigate, defend and/or settle any Indemnified Claim advanced against the Local Government provided that:

- (a) the Local Government promptly notifies the Supplier in writing of any such Indemnified Claim,
- (b) the Supplier is afforded the right to control and direct the investigation, preparation, defence and settlement of the Indemnified Claim,
- (c) the Local Government provides reasonable assistance and cooperation to the Supplier in connection with the defence and settlement of the Indemnified Claim, at the Supplier's cost and expense (including reimbursement of reasonable legal fees and expenses that may be incurred by the Local Government directly related to such assistance or cooperation), and
- (c) the settlement of any Indemnified Claim is subject to the written consent of the Local Government, which consent shall not be unreasonably withheld, delayed or conditioned; provided that the Local Government may withhold its consent if such settlement requires the Local Government to (i) admit wrongdoing, (ii) take or refrain from taking any action, or (iii) pay for any part of the settlement account. As part of any settlement, the Local Government shall receive the benefit of a legally binding and enforceable unconditional release, drafted in form and substance to the satisfaction the Local Government.

If the Supplier fails to assume and direct the defence and settlement of an Indemnified Claim as contemplated under this Agreement, in addition to any other remedy available under this Agreement the Indemnified Parties may assume and direct the defence and settlement of the Indemnified Claim and the Supplier shall be liable to be reimburse the Indemnitee for all resulting costs and expenses, including legal costs.

11.10 In addition to Section 11.09, should the Services become, or in the Supplier's reasonable determination be likely to become, the subject of an Indemnified Claim in respect of an allegation of infringement of the intellectual property rights of a third party, the Supplier shall, at its expense and election:

- (a) obtain for the Local Government the right to continue using the Services, on the terms and conditions set out in this Agreement; or
- (b) modify or substitute the infringing portion of the Services in a manner that (i) does not infringe on the intellectual property rights of a third party, and (ii) results in the

Supplier providing the modified services in accordance with the terms and conditions of this Agreement.

- 11.11 The Local Government shall not be liable for any damages or injury (including death) to any person or to any property of the Supplier as a result of or arising out of this Agreement or the provision of the Services or Goods by the Supplier under this Agreement, unless such damages are direct damages and are caused solely and directly by or as a result of the negligence of the Local Government. In no event shall the Local Government be liable for any indirect or consequential damages that are sustained by the Supplier, howsoever caused, as a result of or arising out of this Agreement or the provision by the Supplier of any Services or Goods hereunder.
- 11.12 The Local Government shall not be liable for any claim, of a Supplier's subcontractor arising out of or related to this Agreement or the provision of the Services hereunder, regardless of how caused.
- 11.13 If the Supplier or its workers are employed in an industry prescribed by legislation where coverage is required under the *Worker's Compensation Act* (New Brunswick) the Supplier shall verify prior to signing this Agreement that they are registered and in good standing by obtaining a clearance certificate from WorkSafe NB. The Supplier shall also provide a copy of the clearance certificate to the Local Government prior to the Parties signing the Agreement.
- 11.14 If at any time during the Term of this Agreement the Supplier's WorkSafe NB coverage lapses, the Supplier, upon receipt of an invoice, shall pay the Local Government for any charges that the Local Government incurs.

12 RESOURCES

- 12.1 In the event that the Supplier requires access to equipment or office space of the Local Government in order to carry out any part of the Services, the Supplier shall comply with all applicable safety and security legislation and all policies and directives of the Local Government relating to any buildings, premises, equipment or software to which the Supplier is given access.
- 12.2 The Supplier shall assign a sufficient number of qualified, competent and skilled personnel to carry out its obligations under this Agreement. In the event that the Supplier's Proposal included the names or titles of specific personnel or any proposed subcontractor to provide the Services, or any part thereof, the Supplier's personnel and any subcontractors so indicated in the Proposal shall be required to provide the Services and no substitutions shall be permitted without the prior written consent of the Local Government. If the Local Government, in its sole discretion, considers a proposed substitute to be acceptable, the Local Government may consent to the substitution, provided however that such consent may be subject to such terms and conditions as the Local Government designates in writing to the Supplier. Notwithstanding the foregoing, the Local Government shall have the right at any time, in its sole discretion, to require that the Supplier replace, at no cost or expense to the Local Government, any Supplier personnel or subcontractor involved in providing the Services whom the Local Government determines to be unsuitable, and in such event, the Supplier shall immediately appoint a duly qualified, competent and skilled replacement to fill the position vacated.

13 TITLE AND ACCEPTANCE

- 13.1 Unless otherwise expressly provided in this Agreement, title (and ownership) to all deliverables, or any part thereof, comprising the Services to be provided by the Supplier shall vest in the Local Government on delivery and acceptance by the Local Government. Upon payment being made by the Local Government on account of materials, parts, work in process, or finished work, title therein shall vest in and remain with the Local Government, provided however that the risk of any loss or damage thereto shall remain with the Supplier until their acceptance by the Local Government. Vesting of title in the Local Government as a result of payments made by the Local Government to the Supplier shall not constitute acceptance, or be deemed to constitute acceptance, by the Local Government of any such materials, Goods, parts, work in progress or finished work, and shall not relieve the Supplier of its obligations to perform the Services in accordance with the requirements of this Agreement.
- 13.2 The Supplier shall promptly pay for all labour, services and materials that it requires to provide the Services. The Supplier agrees that it shall not do or permit anything to be done that would result in any liens, charges or encumbrances being placed on or attaching to any materials, Goods, parts, work in process, finished work or deliverables comprising the Services to be provided to the Local Government under this Agreement.

14 FORCE MAJEURE

- 14.1 The Supplier shall not be liable for a failure or delay in performing any of its obligations hereunder that occurs without the fault or negligence of the Supplier and is attributable solely to a cause beyond its reasonable control ("Force Majeure Event"). For the purposes of this Agreement, the following shall be considered to be a Force Majeure Event: flood, fire, explosion, power failure, acts of God, war, terrorism, civil commotion, pandemic, epidemic, the enactment of any law, order, regulation or by-law, labour strikes or disputes, slowdowns, picketing, boycotts, stop-work order, injunction or other causes beyond their reasonable control excluding a non-performing Party's lack of or insufficient financial resources to discharge its duties, liabilities or obligations hereunder.
- 14.2 Where the Supplier claims that a Force Majeure Event has occurred, the Supplier shall be required to give immediate written notice thereof to the Local Government, which notice shall describe the Force Majeure Event, its cause, the probable duration of the delay resulting therefrom, and the steps being taken by the Supplier to mitigate the impact of the Force Majeure Event on the performance of the Supplier's obligations hereunder.
- 14.3 Notwithstanding the foregoing provisions of this Section 14 if a delay or failure arising from a Force Majeure Event continues for ten (10) consecutive days, the Local Government may, in its sole discretion, terminate this Agreement upon three (3) days prior written notice to the Supplier. In the case of termination by the Local Government pursuant to this Section 14.3, the Supplier shall be entitled to receive payment only for the Services provided prior to the termination date which have met the requirements of this Agreement, and such payment shall constitute full and final satisfaction of the Local Government's obligations to the Supplier hereunder.

15 REPRESENTATIONS, ACKNOWLEDGMENTS AND WARRANTIES

- 15.1 The Supplier represents and warrants to the Local Government, with the intention and knowledge that the Local Government is relying on each such representation and

warranty in entering into this Agreement, that:

- (a) All statements contained in the Supplier's Proposal, and any certificate or other document delivered to the Local Government as part negotiations between the Parties or under this Agreement or in connection with the Services to be provided hereunder are true and correct;
- (b) The Supplier has no knowledge of any fact that may materially adversely affect the Supplier's business or operations or its financial condition, or its ability to fulfill its obligations to the Local Government under this Agreement;
- (c) The Supplier has the personnel, experience, qualifications and other resources to provide the Services in accordance with the requirements of this Agreement in a timely, efficient and professional manner in accordance with the Required Standard of Care.

"Required Standard of Care" means: (a) using the Standards, practices, methods and procedures among the highest commercial standards of practice and professionalism as understood in the Province of New Brunswick; (b) conforming to applicable laws and all rules of professional conduct applicable to the Supplier or the Supplier personnel; (c) exercising the degree of skill and care, diligence, prudence and foresight which would be expected from a leading person or professional performing work similar to those called for under this Agreement and (d) using only proper materials and methods as are suited to the function and performance intended;

"Standards" means, at a given time, those specifications, manuals, codes, practices, methods and procedures applicable to the Required Standard of Care;

- (d) The Supplier is validly existing under the laws of the location of its head office and the Supplier has all necessary corporate power, authority and capacity to enter into, meet and perform its obligations under this Agreement;
- (e) The entering into of this Agreement by the Supplier and the performance of its obligations hereunder has been authorized by all necessary corporate action;
- (f) The Supplier is not aware of any legal action instituted, threatened or pending against the Supplier that could have a material adverse effect on its ability to perform its obligations under this Agreement;
- (g) This Agreement has been duly authorized, executed and delivered by the Supplier and constitutes a valid and binding obligation of the Supplier enforceable against it in accordance with its terms, subject only to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of the rights of creditors generally;
- (h) The Supplier can perform the Services (and deliver the Goods), and the Local Government shall be entitled to utilize the Services and Goods, in accordance with the requirements of this Agreement without infringing any trade secret, patent, copyright, industrial design or other intellectual property right enforceable in Canada, and the Supplier has obtained, and will maintain, at its own expense, all requisite and appropriate authorizations and permissions, including those

concerning any licenses, assignments, copyrights, patents and other intellectual property rights that are required by the Supplier to meet its obligations to the Local Government hereunder;

- (i) The Services, including the software (and its functionality and applications), hardware and hosting solutions, firmware, processing capability and electronic interfaces required for the Services will interface, interoperate and be compatible with third party components used by the Local Government (as disclosed in the RFP), in the manner described in the Proposal;
- (j) The Supplier's information security processes and procedures, as well as supporting standards and operating directives shall at a minimum comply with Section 8, Information Security;
- (k) The Supplier owns or has secured all rights to intellectual property necessary for the Supplier to provide the Services and documentation to the Local Government as is contemplated under this Agreement;
- (l) Neither the Supplier nor any subcontractor has incorporated open source software code or applications within hosting solutions, software or electronic interfaces that may materially and adversely impact the delivery or use of the Services to the Local Government;
- (m) The hosting solutions, software applications, and electronic interfaces to enable access to and use of the Services do not (i) contain any malicious, disabling or defective code, viruses, Trojan horses, spyware, back doors, email bombs, worms or traps (collectively, "Malware") or (ii) demonstrate any compatibility or interoperability problems that might cause the Services to become unavailable to the Local Government, damage or corrupt Confidential Information, Materials, Personal Information or Data, or interfere with the Local Government's software applications, storage media, programs, equipment or communications;
- (n) in the event that the Supplier, a subcontractor or any third party introduces Malware into the hosting solutions, software applications, and electronic interfaces that enable access to and use of the Services, or causes a Data Breach, the Supplier will, acting in a timely manner, remedy the effects of the Malware or Data Breach (i) in accordance with applicable law and this Agreement, and as may be supplemented by industry standards in regard to security breaches, business continuity and disaster recovery plans, and (ii) in a manner that restores operational efficiency and safeguards Confidential Information, Materials, Data and Personal Information; and
- (o) The Supplier shall obtain and maintain required approvals, permits and licenses from the applicable governmental authorities to enable the provision of the Services to the Local Government as is contemplated under this Agreement.

15.2 The Supplier acknowledges and agrees that:

- (a) All Services that it or any subcontractor will supply and deliver to the Local Government comply with the technical, hardware and firmware requirements outlined in Schedule A, specifically including but not limited to: reporting requirements; scalability; SLA requirements; data storage and backup

requirements; data security, data encryption and data transmission requirements;

- (b) It does not own the information submitted by the Local Government through the cloud-based software solution. The Local Government retains all right, title and interest in and to the Data. "Data" means all information, reports, personal information, research, spreadsheets, evaluations, feedback, assessments, logs, maps, databases, findings, graphics, images, artwork, icons, photographs, charts, text, documents, user generated content, production content, software outputs, raw or processed data, media content, web pages, video, sound, digital material or statistics that are (i) produced by, delivered to or comes into the custody or control of, the Local Government as a result of the provision of the Services, or (ii) produced, collected or used by the Supplier for the Local Government's benefit in the provision of the Services;
- (c) It shall not in connection with providing the Services have access to or collect, use, disclose or otherwise process personal information (as defined in Schedule D) about identifiable individuals from the Local Government;
- (d) If during the Term of this Agreement, it accesses or receives personal information or Data from the Local Government, the Supplier shall protect the personal information and Data by making security arrangements against risks of unauthorized access, collection, use, disclosure or disposal of the personal information or Data. In addition, with the exception of the storage of email addresses, names and case information that will be stored in Salesforce.com databases in the United States, the Supplier shall not use or disclose, store any personal information or Data outside Canada or permit access to any personal information or Data from outside Canada. As between the Parties, all personal information or Data supplied or generated by the Local Government is and shall at all times remain the exclusive property of the Local Government;
- (e) No personal information, Data or Confidential Information will be sold, shared, utilized or transferred by the Supplier;
- (f) That it has and will maintain an established information security program compliant to a recognized cyber security standard equivalent to either ISO/IEC 27001, NIST SP 800-53, NIST CSF, or ISA 62443 standards and containing appropriate administrative, technical and physical measures to protect Client data. The Supplier shall also implement and enforce security arrangements that will ensure all personal information and Data that it may collect, use or have access to is protected at all times from unauthorized access or disclosure and shall provide written confirmation of its security arrangements to the Local Government upon request;
- (g) It will not acquire any rights (directly or indirectly) to use or own any personal information or Data other than the right to use it for the sole purpose of fulfilling its obligations to the Local Government under this Agreement;
- (h) All processes that store or transmit personal information or Data are maintained in a secure environment and the environment and processes shall be compliant with the recognized cyber security standard employed. It will at its own cost ensure its systems and processes remain compliant with the standard;

- (i) The locations of its data centers and servers are in Canada and the Supplier acknowledges and confirms that they shall remain in Canada;
- (j) If it becomes aware of a security breach or any other event that compromises the security, confidentiality or integrity of any Data, the Supplier shall take immediate action to contain, investigate and mitigate and notify the Local Government;
- (k) If a subcontractor generates de-identified, aggregate data the Supplier and/or a subcontractor shall not share any information that identifies the Local Government or any department or division of the Local Government with any third party. The aggregated data that is used in this manner shall be anonymized and shall not be associated with any device (or hardware). Neither the Supplier nor any subcontractor will attempt to disaggregate the data or re-associate it with the Local Government or any of its devices without the consent of the Local Government, unless compelled to do so by court order or unless it is required for delivery of the Services (e.g. data and system security or troubleshooting and fixing fault purposes);
- (l) In connection with the termination of all or any part of the Services, the Supplier shall cooperate with the Local Government and comply with the reasonable directions of the Local Government to effect the orderly transition and migration to the Local Government, or a third party designated by the Local Government (including an alternate service provider) from the Supplier of all such terminated Services and Data then being performed or provided by the Supplier or for which the Supplier is responsible for performing or providing under this Agreement. The Parties shall work together to develop a transition out plan, if requested by the Local Government; and
- (m) Upon request from the Local Government, the Supplier shall return or destroy (and certify such destruction under the signature of an individual who can bind the corporation) any and all Data or Confidential Information of the Local Government unless retention of such information is required by law, regulation, court order.

15.3 The parties agree that, except as expressly provided in this Agreement, there are no other warranties (express or implied) provided by the Supplier with respect to the performance of the Services, including the implied warranties of merchantability and fitness for a particular purpose.

16 CONFLICT OF INTEREST

16.1 The Supplier shall not permit an actual or potential conflict of interest to arise between its obligations to the Local Government under this Agreement and its obligations to any third party. The Supplier shall immediately notify the Local Government in writing if any such potential or actual conflict of interest should arise at any time during the Term.

17 ASSIGNMENT AND SUBCONTRACTING

17.1 The Supplier shall not assign this Agreement or any of its rights or obligations hereunder or subcontract the performance of any of the Services without the prior written consent of the Local Government, which consent may be withheld by the Local Government in its sole discretion. Any purported assignment or subcontracting by the Supplier without such consent shall be of no force or effect.

- 17.2 The Local Government's consent to an assignment of this Agreement or the subcontracting of the performance of any of the Services to be provided by the Supplier hereunder, shall not relieve the Supplier from any of its obligations under this Agreement and the Supplier shall, notwithstanding any such consent by the Local Government, remain responsible for the performance of the Services and all other obligations of the Supplier set out herein.
- 17.3 Subject to Section 17.1, the Supplier shall only engage subcontractors or personnel that are qualified and competent to perform the Services under this Agreement in a timely, efficient and professional manner.
- 17.4 Subject to Section 17.1, the Supplier shall include in every agreement an obligation of its subcontractors to comply at all times with the confidentiality, protection and handling of personal information requirements of this Agreement including but not limited to Schedule D.
- 17.5 Subject to Section 17.1, the Supplier shall ensure that no approved subcontractor who cannot comply with the confidentiality, protection and handling of personal information requirements of this Agreement has any access, custody or use of any personal information or confidential information as defined under this Agreement.
- 17.6 The Supplier shall remain responsible to the Local Government for the Services under this Agreement including any Services performed by a subcontractor. Subject to Section 17.1, the Supplier may use subcontractors provided it remains responsible for such subcontractors and shall remain liable for the performance of the assigned or delegated obligations hereunder.

18 ACCOUNTS AND AUDIT

- 18.1 The Supplier shall keep proper and accurate books and records, including all invoices, receipts and vouchers, relating to the Services and all expenditures and commitments made in connection therewith. The Supplier shall make such books and records available to the Local Government for review or audit within ten (10) days following receipt of a request from the Local Government to do so. The Supplier agrees that it shall retain all such books and records and make them available for review or audit by the Local Government for a period of three (3) years after the date of final payment by the Local Government hereunder. Any review or audit by the Local Government pursuant to this Section 18.1 shall be carried out by the Local Government at the Local Government's expense.

19 GENERAL

- 19.1 **Local Government's Representative:** All references in this Agreement to the Local Government, include any person duly authorized to act on behalf of the Local Government thereunder.
- 19.2 **Sections, Headings and Interpretation:** The division of this Agreement into sections and the insertion of headings are for convenience of reference only and do not affect its interpretation. Except where the context requires otherwise, references to the terms "herein," "hereof," "hereunder" and similar expressions refer to this Agreement as a whole, and not to any specific Section or Schedule.

- 19.3 **Time of the Essence:** Time shall be of the essence in this Agreement.
- 19.4 **Currency:** All dollar amounts referred to in this Agreement are Canadian dollars, unless expressly provided or stated otherwise.
- 19.5 **Severability / Partial Invalidity:** If any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, it shall be deemed to be severed from this Agreement, and the remaining terms and conditions shall nevertheless remain in full force and effect.
- 19.6 **Agreement and Amendments:** This Agreement constitutes the entire agreement and understanding between the Supplier and the Local Government with respect to the Services (and Goods), and supersedes all prior negotiations, communications and other agreements, whether written or oral, relating to the subject matter hereof. Any amendment or modification to this Agreement shall have no force or effect unless it is in writing and signed by duly authorized representatives of each of the Local Government and the Supplier.

The following documents form part of this Agreement:

- (a) this Agreement and
 - (b) the attached Schedules.
- 19.7 **Waiver:** No term or provision of this Agreement, and no breach of this Agreement by the Supplier, shall be deemed to be waived or excused by the Local Government unless such waiver is in writing and signed by the Local Government. The waiver by the Local Government of any breach of a term or provision of this Agreement shall not be or be deemed to be a waiver of any continuing or subsequent breach by the Supplier of the same or any other term or provision of this Agreement.
- 19.8 **Remedies Cumulative:** The rights and remedies of the Local Government set out in this Agreement are cumulative and are in addition to and not in substitution for any other rights or remedies available to the Local Government at law or in equity.
- 19.9 **Disputes:** If a dispute arises between the Local Government and the Supplier arising out of or relating to this Agreement, or the subject matter hereof, the Local Government and the Supplier agree that they shall each make all reasonable efforts to resolve any such dispute on a timely basis through amicable negotiations. Disputes shall promptly be referred by each Party to their respective senior management representatives who have the authority to resolve and settle any such disputes on their behalf. In the event that such representatives cannot resolve the dispute within ten (10) days or such longer period as the Parties may agree in writing, either Party may elect, upon giving prior written notice to the other Party, to resolve the matter through mediation or arbitration by a mutually acceptable mediator or arbitrator in accordance with the *Arbitration Act*, SNB, 2014, c. 100, as amended or litigation proceedings in the courts of the Province of New Brunswick. Notwithstanding the foregoing, nothing in this Section 19.9 shall prevent the Local Government from exercising its rights of termination set out under this Agreement in the circumstances described therein. It is further agreed by the Parties that they shall pay their own costs of any mediation, arbitration or litigation.
- 19.10 **Enurement:** This Agreement shall enure to the benefit of and be binding on the Local Government and on the successors and permitted assigns of the Supplier.

19.11 **Notices:** Any notice to be given under this Agreement by the Local Government or the Supplier shall be in writing and delivered by hand, by email transmission or by registered mail, to the other Party at the address and to the attention of the contact individual indicated below:

To the Local Government:

The Office of the
City Clerk
397 Queen Street
Fredericton, NB E3B 1B5
cityclerk@fredericton.ca

To the Supplier:

Carmichael Engineering Ltd.
Branch Manager
385 Wilsey Road
Fredericton, NB E3B 5N6
mmarkey@carmichael-eng.ca

A notice shall be deemed to be duly given and received upon delivery, if delivered by hand; upon receipt of the email transmission, if the transmission is received by the intended recipient prior to the recipient's close of business (and otherwise on the next business day of the recipient); or three (3) business days after posting, if sent by registered mail with a return receipt. Either Party may change its address or contact for receipt of notices, provided that such Party gives notice thereof in accordance with this Section 19.11 and confirms the effective date of the change in such notice.

19.12 **Counterparts:** This Agreement may be signed by the Local Government and the Supplier in one or more counterparts (in original or electronic form), each of which when signed and delivered will be deemed an original, but all of which together will constitute one and the same instrument; however, this Agreement will be of no force or effect until executed by all Parties. Executed signature pages delivered by facsimile or electronic mail will be deemed for all purposes to be original counterparts of this Agreement.

19.13 **Further Assurances:** The Supplier and the Local Government agree to execute and deliver all such further documents and instruments, and do or cause to be done all such acts and things, as either Party may reasonably consider necessary to evidence the intent and meaning of this Agreement.

19.14 **Words in the Singular:** Where the context so requires in this Agreement, words in the singular include the plural and vice versa.

19.15 **Contra Proferentem Rule Not Applicable:** Should any provision of this Agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it is agreed that both Parties, directly or through their agents, have participated in the preparation hereof.

19.16 **Costs:** It is acknowledged that each Party shall pay his own costs, charges and expenses of and incidental to the preparation of this Agreement.

19.17 **Governing Law:** The Parties acknowledge and agree this Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the Province of New Brunswick and any federal laws of Canada applicable therein. The Parties submit to the exclusive jurisdiction of the courts of the Province of New Brunswick, that is, any claim or dispute with respect to or in relation to this Agreement shall be determined by a court of competent jurisdiction within the Province of New Brunswick.

SCHEDULE A SERVICES / SCOPE OF WORK

This Schedule A incorporates the following documents:

- (1) Request for Proposal P21-06 Mechanical System Maintenance as attached hereto and forming a part hereof issued by the Local Government on May 28, 2021, which describes the Services to be delivered by the Supplier to the Local Government.
- (2) Supplier's Proposal dated June 29, 2021 as attached hereto and forming a part hereof.

As outlined in RFP P21-06, Addendum #1 and Addendum #2, the Services shall include the following:

The Supplier shall provide full system maintenance for the mechanical equipment using only qualified tradespeople under their employment or direct supervision at the following facilities (as outlined on Appendix 1) (the "Facilities"):

- 1) Building Service Office, 120 Cliffe Street, Fredericton, New Brunswick and
- 2) The Fredericton Playhouse, 633 Queen Street, Fredericton, New Brunswick and
- 3) Fredericton Public Library, 12 Carleton Street, Fredericton, New Brunswick and
- 4) FYidoctors – Fredericton, 580 King Street, Fredericton, New Brunswick and
- 5) Killarney Lake Lodge, 1600 St. Mary's Street, Fredericton, New Brunswick and
- 6) Kimble Fire Station, 800 Kimble Road, Fredericton, New Brunswick and
- 7) Lady Beaverbrook Rink, 411 University Avenue, Fredericton, New Brunswick and
- 8) Marysville Heritage Center, 11 McGloin Street, Fredericton, New Brunswick and
- 9) New Transit Garage, 468 St Mary's Street, Fredericton, New Brunswick and
- 10) Regent Street Depot, 1581 Regent Street, Fredericton, New Brunswick and
- 11) St. Mary's Fleet Office, 472 St. Mary's Street, Fredericton, New Brunswick and
- 12) St Mary's Depot Cold Storage, 478 St. Mary's Street, Fredericton, New Brunswick and
- 13) Two Nations Fire Stations, 500 Two Nations Crossing, Fredericton, New Brunswick and
- 14) E John Bliss Water Treatment Plant, 2008 Waterloo Row, Fredericton, New Brunswick and
- 15) Barrett Water Treatment Plant, 101 Smythe Street, Fredericton, New Brunswick and
- 16) Whittingham Hall, 965 College Hill Road, Fredericton, New Brunswick and
- 17) Willie O' Ree Place, 605 Cliffe Street, Fredericton, New Brunswick and
- 18) York Arena, 891 Barker Street, Fredericton, New Brunswick and
- 19) York Street Fire Station, 520 York Street, Fredericton, New Brunswick

In addition, the Services also include the following:

The Supplier shall provide all labour and equipment to provide a fully functional heating, ventilation and air conditioning system.

Planned preventative maintenance checks are to be performed during regular working hours as per Schedule A, **four (4) times** annually or throughout the 12-month segment: one visit prior to heating season, one prior to cooling season, one mid heating season, and one mid cooling season. Additional calls as required. These are to be scheduled via Bruce Good, Energy Analyst, at (506) 260-1940 or designate.

Marysville Heritage Center is only required to have 2 service visits per year. These will happen at start of cooling season, and at start of heating season.

When working on natural gas equipment, the Supplier's technician/s shall have a G2 license if the equipment is rated below 400,000 BTU, or a G1 license if above 400,000 BTU.

The scope of work does not include the maintenance, repair or replacement of recording or portable instruments, electrical disconnect switches, casings or cabinets, ductwork, installation of any equipment not covered by RFP 21-06, damage from freezing, corrosion, electrolysis, drain stoppage or plumbing beyond equipment, gas lines, domestic water lines, non-moving parts of heating, cooling and ventilating equipment, such as ductwork, coils, boiler shell, tubes and refractory material. Heat exchangers, piping, electronic sensors, thermostats, electronic controls, control panels and circuit boards are also examples of parts not covered.

Further particulars with respect to the Services include:

(1) Reports

The Supplier shall prepare and maintain a record of all service reports required under this Agreement during the Term and shall submit the reports to the Local Government's Project Manager when invoices are submitted.

(a) Service Reports

It is the Supplier's responsibility to maintain a record of all Service Reports during the term of this Agreement.

On each Service Report, indicate the following:

- The facility name, address, number, and date of service.
- The type of service call: preventative maintenance, call-back/follow-up, or emergency service. Note: All Service Reports must be signed off by the Local Government representative.
- Who initiated the service call.
- The hours worked at the facility.
- The work carried out during the visit.
- Any defects, abnormalities in the system, required repairs, and any replacement parts with the name, part number, and the price.
- Any parts installed along with the room location, cost, and the items listed in the specifications.

(b) Annual Reports

The Supplier shall prepare in writing for the Project Manager the following on a yearly basis, completed by November 30th each year:

- An assessment of equipment indicating the condition of equipment, and anticipated parts and equipment replacement.
- An update to equipment list to capture any retrofits or equipment added through change orders.

(c) Preventative Maintenance Reports

The Supplier shall submit to the Project Manager a copy of the Local Government's equipment list with each device serviced being checked off, and any applicable notes, following all service calls.

These reports are to be sent to bruce.good@fredericton.ca or buildingservices@fredericton.ca.

Note: Reporting will be evaluated in the performance review.

(2) Emergency Service

Twenty-four (24) hour emergency service calls are included under this Agreement when necessary to keep the equipment and controls in proper working order.

The Supplier must respond to emergency calls within two (2) hours of placing the call 24 hours a day and 7 days a week.

In the event the Supplier is required to make emergency calls, repairs and/or replacements under this Agreement occasioned by Local Government negligence, Local Government's improper operation or misuse of the equipment or by fire, explosion, flooding, the elements, strikes, labour troubles, vandalism, riots or civil commotion, or by any other cause beyond Supplier's control. The Local Government shall reimburse Supplier for such emergency calls, repairs and/or replacements in accordance with the Supplier's then current rates for performing such service.

(3) Parts and Replacement

The Supplier will perform the preventive maintenance and repair or replace worn parts with new parts or rebuilt parts for each piece of equipment listed in Appendix 1. It is understood that this applies only to the systems, mechanical equipment and controls covered in Appendix 1.

The Supplier is not expected to make replacements or repairs to the equipment and/or controls by owner's negligence of or misuse.

Should a major breakdown of equipment resulting in replacement take place within the first sixty (60) days of the Agreement, the Supplier shall not be held responsible for absorbing the cost of the replacement equipment. The Supplier shall cover the full cost of labour to install the replacement equipment.

(4) Tools, Equipment and Supplies

The Supplier shall provide all tools and equipment which are required to perform the work and carry out the responsibilities herein described in an efficient and workmanlike manner.

(5) Special Terms

The following special terms form part of the Services required under this Agreement:

- (a) The Supplier shall not be required to make safety test or install new devices or additional controls or equipment through recommendation of any insurance company, laboratory,

or government official, or to make alterations of a different design or any reason whatsoever.

- (b) It is agreed that reasonable access to all equipment and controls to be serviced will be provided.
- (c) The Supplier must keep a logbook on site and indicate any work done to the mechanical systems including regular maintenance work.
- (d) Potential Suppliers must fill in the pricing section of the RFP documents in accordance with the service required for each piece of equipment in Appendix 1 in order for their bid to be accepted.
- (e) Throughout the duration of the Agreement additional work will arise in the buildings. The Local Government will make best possible effort to engage the Supplier who services the building to complete this work. This will not always be possible as the Local Government is bound by the *Procurement Act*.

Within first year of the Agreement (by November 30th equipment condition report due date), update all Manufacturer / Model / and Capacity information on Local Government provided service list and submit to Project Manager.

When WorkSafe NB states a scissor lift is needed for 'working at heights' type service, the Local Government may be able to provide a scissor lift. If unable to provide, Supplier is responsible to provide scissor lift.

Upon changeout, all replacement drive belts to be 'cogged, type X' ie. AX, BX, etc.

Air Filter changes: Minimum MERV8 rated filters. Make note on service checklist of conditions before changing. If filters are found to have caved in because of moisture from snow fall, indicate that on checklist so alternate filters may be installed for winter service. Ensure filters fill the entire bank. Do not cut filter frames in order to get them to fit into allowable space. Ensure filter access doors are in place and close tightly to installed filters.

Working on Roofs: check in & out with your service dispatcher, or if unavailable, Local Government Project Manager.

T+M stands for Time and Material. Local Government will pay extra outside of this Agreement for this maintenance.

1x/yr., 2x/yr., 4x/yr. = number of times per year service is required

Electric motor replacements. Statement 'responsible for 1 motor replacement over life of the Agreement' means that if a fan system has a supply fan motor and a return fan motor, the Supplier shall be responsible for the cost of repairs for 1 of each motor if they were to fail.

The Supplier is not responsible for performing extra testing or adding extra safety devices that are not already in the circuit. Supplier is responsible for identifying safety devices that should be installed.

All employees ensure that they are aware of the job hazards. Fill out hazard assessment (H.A.) before starting any work. this H.A. is to be kept on employers file and submitted to Local Government project manager if requested.

All Suppliers must strictly adhere to WorkSafe NB guidelines for Lock Out / Tag Out & working at heights / Fall Protection.

If refrigerant leak checks are not specified on equipment service list, but are required by law, it is the responsibility of the Supplier to perform them annually.

APPENDIX 1 – Facilities and Equipment

		Awarded Contractor:		Price:		
Building Services, 120 Cliffe Street						Serviced by/Date
Qty	Component / Location	Manufacturer	Model / Serial	Capacity	Service Required	
1	HRV (Located under north stairwell)	VANEE	2000/2DH4		wash filters 2 times a year. Vacuum inside during spring service. Replace any faulty electrical and mechanical parts related to this equipment. Ensure HRV condensate drain is not plugged, blow down once a year. Test condensate pump. Test Stop / Start control of each of 3 timers (upper washroom and Kitchen, downstairs washroom)	
1	Ductless Split outdoor unit	Quietside	QSFM0-T3	26,000 btu cooling / 29,000 btu heating	Service 2x/yr. Check operation. Check Electrical connections. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Annual leak Check and documentation. Armaflex repair/replacement as required at T+M. Compressor changes are at T+M Unit Installed by Trane 2013.	
1	Ductless Split indoor head /Kristy	Quietside	QSFM1-12A /	12,000 btu	Clean filters 2 times/year. Ensure condensate drain clear. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2023, 2025. Unit Installed by Trane 2013.	
1	Ductless Split indoor head /Wayne's Office	Quietside	QSFM1-09A /	12000 btu	Clean filters 2 times/year. Ensure condensate drain clear. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2023, 2025. Unit Installed by Trane 2013.	
1	Ductless Split indoor head / Bruce's Office	Quietside	QSFM1-09A /	9000 btu	Clean filters 2 times/year. Ensure condensate drain clear. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2023, 2025. Unit Installed by Trane 2013.	
1	Ductless Split outdoor unit	Quietside	QSFM0-T3	26,000 btu cooling / 29,000 btu heating	Service 2x/yr. Check operation. Check Electrical connections. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Annual leak Check and documentation. Armaflex repair/replacement as required at T+M.	

					Compressor changes are at T+M Unit Installed by Trane 2013.	
1	Ductless Split indoor head / Lounge	Quietside	QSFM1-09A /	9000 btu	Clean filters 2 times/year. Ensure condensate drain clear. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2023, 2025. Unit Installed by Trane 2013.	
1	Ductless Split indoor head / James	Quietside	QSFM1-09A /	9000 btu	Clean filters 2 times/year. Ensure condensate drain clear. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2023, 2025. Unit Installed by Trane 2013.	
1	Ductless Split indoor head / Scott	Quietside	QSFM1-09A /	9000 btu	Clean filters 2 times/year. Ensure condensate drain clear. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2023, 2025. Unit Installed by Trane 2013.	

		Awarded Contractor:			Price:	
The Fredericton Playhouse						
Qty	Component	Manufacturer	Model / Serial	Capacity	Service Required	Service by/Date
1	Air Handling Unit #1 Serving Auditorium - (up West Stairwell)				Filter replacement 2x/yr. Check belts, pulleys, & bearings, replace as required, lubricate where applicable, replace any faulty electrical and mechanical parts related to this equipment. Ensure condensate drain is not plugged, .Ensure dampers close and seal tightly on system shutdown. chemically clean coils 1x/yr. Spring: remove glycol from cooling coils and store onsite. Fall: add stored glycol (minimum 20 Liters) to same cooling coils. Responsible for 1 fan motor replacement per each motor over life of contract, additional changes at T+M. cost of new glycol covered by City.	
1	Air Handling Unit #2 Serving Lobby & Green, Box Office and Lighting Booth - (Basement)					
1	Air Handling Unit #3 Serving Stage Area - (top of west stairs off of stage)					
1	HRV1 Serving Vestibules - (Basement under Front Entrance)				Filter replacement 2x/yr. Check belts, pulleys, & bearings, replace as required, lubricate where applicable, replace any faulty electrical and mechanical parts related to this equipment. Ensure condensate drain is not plugged, .Ensure dampers close and seal tightly on system shutdown. chemically clean coil 1x/yr. Responsible for 1 fan motor replacement per each motor over life of contract, additional changes at T+M	
1	Return Fan for AHU-1	Chicago Blower	VANEAXIAL	2 HP	Ensure operational. Check belts, pulleys, & bearings, replace as required. Responsible for 1 fan motor replacement per unit over life of contract, additional changes at T+M.	
1	Return Fan for AHU-2	Chicago Blower	VANEAXIAL	2 HP		
1	Return Fan for AHU-3	Chicago Blower	VANEAXIAL	5 HP		
1	Mens Washroom Exhaust fan - in AHU1 fan room)	Chicago Blower			Check belts, pulleys, & bearings, replace as required (<u>Replace Ladies WR Ex Fan belt every fall</u>) Responsible for 1 fan motor replacement per unit over life of contract, additional changes at T+M.	
1	Ladies Washroom Exhaust fan - Located off of Balcony Lounge.	Chicago Blower				
1	Stage + Dressing Rm A&B Washroom Exhaust fan (AHU3 fan Room)	Chicago Blower				

1	Natural Gas Fired Steam Boiler - located in basement, back entrance	Cleaver Brooks	Model 5 Watertube Boiler M55 2000 Series T00	1600MBTUH	Service 3x/yr. (Fall start up, mid season check, and spring shut down.) each visit: visual inspection of boiler and all related components. This includes pumps, condensate tank, gas piping, venting and all blow down piping. check all electrical connections. Perform blowdown of low water cut off, condensate tank and boiler (bottom), observe the condition of the water. check and calibrate operating controls. Test function of safety controls: high pressure, low water cut off, flame failure, high water, pressure relief valve. Perform combustion test, adjust as necessary. Inspect fireside and clean if necessary. One time each year the float controls must be opened, inspected and cleaned. At Summer Shutdown, the boiler should be flooded. This is done to prevent oxidization when the boiler is off for an extended period of time. Turn off power and gas supply at this time.
1	Natural gas DHW Heater	A.O Smith	RTX 100 100	100MBTUH	Ensure operational. Test safety valves and ensure they're not expired. clean and calibrate burner. Repairs and safety valve replacements on T+M.
1	Water Softener		TMI40, XT9000MI		
1	Steam to Heating Water Heat Exchanger for dressing rooms C and D - Boiler Room				ensure there are no leaks and steam trap is allowing condensate through / not allowing steam through.
1	Steam Condensate tank and pumps (by HRV-1 in basement)	Darling	1UDS	1/3HP 40USG	Ensure operational at fall boiler startup. No regular maintenance required. Repairs and parts replacements on T+M
1	Steam Condensate tank and pumps (by AHU-3)				
1	Steam Condensate tank and pumps - under stage area	Hoffman Watchman	WC-6-20-B	8 gpm	
1	Steam Condensate tank and pump - boiler room	pump - Goulds	pump - Model G&L Series NPE, C1ST1C1E4	1 x 1 1/4 -6	Ensure operational via float switch. Responsible for 1 motor / coupling / bearing assy. per life of contract, all subsequent replacements or repairs at T+M

1	Cooling System Startup and shutdown	City to coordinate Contractors for Spring cleaning of chilled water pipe internals before chilled water supply is turned on from Chancery Place. Provide technicians to fill chilled water system and work w/ T Donovan & Sons Ltd. during chemical cleaning. T Donovan to perform pipe cleaning work, their time is to be billed directly to the City. Fall Shutdown - Drain each cooling coil and fill with glycol (20L Minimum)			
1	Chilled Water Circ Pump - Boiler Room				Ensure operational. Lubricate as applicable. Repairs and parts replacements on T+M
1	Hot Water Heating Circ Pump for dressing rooms C and D - Boiler Room	Wilco	IPL 1.5-36 / 95-4	95 gpm	Ensure operational during heating system startup. Responsible for 1 motor / coupling / bearing assy. Per life of contract, all subsequent replacements or repairs at T+M. ensure heating system is set at adequate head pressure (record pressure)
1	Steam Unit heater - Tech Office				test fan operation. Chemically clean coil once at start of contract. Repairs at T+M
1	Steam Unit heater - Loading Bay South				
1	Steam Unit heater - Loading Bay North				
1	Steam Unit heater -AHU1 Fan Room				
1	Steam Unit heater -AHU3 Fan Room				
1	Electric Construction Heater - Coat Check				No regular maintenance required. Repairs and parts replacements on T+M
1	Electric Construction Heater - Mens Washroom				
1	Electric Construction Heater - Womens Washroom				
1	Electric Construction Heater - Womens Washroom				
1	Electric Construction Heater - Loading Dock				
1	Cabinet Unit Heater -Electric - Balcony Lounge				No regular maintenance required. Repairs and parts replacements on T+M
1	Cabinet Unit Heater -Electric - Balcony Lounge				
1	Hot Water Cabinet Heater - Dressing Room D				First year of contract - chemically clean coil and install air filter. Yearly Service - ensure heater fan is operational and replace filter. Contractor responsible for 1 fan motor replacement during contract. Subsequent replacements at T+M.
1	Hot Water Cabinet Heater - Dressing Room D				
1	Hot Water Cabinet Heater - Dressing Room C				
1	Hot Water Cabinet Heater - Dressing Room C				
Lot	VAV Boxes w/ Electric Heat (Dress A+B, Meeting Room, Exec. Dir., HR + Accounting, Marketing and Comms, Tickets & Operations.				No regular maintenance required. Repairs and parts replacements on T+M, if requested by City

1	Steam trap #1 - HRV-1 Heating Coil	Spirax Sarco F&T		1"	**Verify and record trap information on initial service check. submit information to city so this spreadsheet can be updated.** Before the end of November each year, check operation of trap to ensure it is not leaking by. Advise City immediately of repairs or replacements that need to be made. Repair or replacement of traps is on T+M
1	Steam trap #2 - DHW Tank Basement **not in service**	Spirax Sarco F&T		1 1/4"	
1	Steam trap #3 - near DHW tank, End of Line trap **not in service**	Spirax Sarco F&T		3/4"	
1	Steam trap #4 - AH2 steam supply dripleg	Spirax Sarco F&T		3/4"	
1	Steam trap #5 - AH2 Heating Coil	Spirax Sarco F&T		1 1/4"	
1	Steam trap #6 - AH2 Heating Coil	Spirax Sarco F&T		1"	
1	Steam trap #7 - Line from tunnel - End of Line Trap	Spirax Sarco F&T		3/4"	
1	Steam trap #8 - AH1 Heating Coil	Spirax Sarco F&T		3/4"	
1	Steam trap #9 - AH1 fan room. Function ???	Spirax Sarco F&T		1 1/4"	
1	Steam trap #10 - AH1 Balcony Coil	Spirax Sarco F&T		3/4"	
1	Steam trap #11 - AH1 Balcony Coil	Spirax Sarco F&T		1"	
1	Steam trap #12 - Unit Heater	Spirax Sarco F&T		3/4"	
1	Steam trap #13 - AH3 Heating Coil	Spirax Sarco F&T		1 1/2"	
1	Steam trap #14 - Unit Heater in AH3 fan room	Spirax Sarco F&T		3/4"	
1	Steam trap #15 - under the stage in basement, end of line trap	Spirax Sarco F&T		3/4"	
1	Steam trap #16 - under the stage in basement, end of line trap	Spirax Sarco F&T		3/4"	
1	Steam trap #17 - Tech Office Construction Heater	Spirax Sarco F&T		3/4"	
1	Steam trap #18 - Loading Bay South Construction Heater	Spirax Sarco F&T		3/4"	
1	Steam trap #19 - Loading Bay North Construction Heater	Spirax Sarco F&T		3/4"	
1	Steam trap #20 - steam to Heating Water HX in Boiler Room	Spirax Sarco F&T		2"	
1	Steam trap #21 - End of Line Trap in Boiler Room	Spirax Sarco F&T		3/4"	
1	Steam trap #22 - End of Line Trap in Boiler Room	Spirax Sarco F&T		3/4"	
1	Pneumatic Air compressor - (Basement by HRV-1)	Devilbis	CRN#B6731234567890	2 HP	Change oil and air filter 2022, 2024.
1	Compressed Air Dryer	Parker	DH-DRD-1.5		Ensure refrigeration unit is operating properly. Clean filters and wipe down exterior of unit. repairs and parts replacement at T+M

1	Ductless split heat pump Outdoor Unit	Lennox	MLA024S4S-1P	24,000 btu	Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Annual refrigerant leak check & documentation. Unit is under warranty from Carmichael until 20xx
1	Ductless Split indoor head	Lennox	MWMA024S4S-1P	24,000 btu	Clean filters 2 times/year. Ensure condensate drain clear. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024. Unit is under warranty from Carmichael until 20xx
lot	Auto Air Vents on Hot Water Heating Sys.				Replace complete lot over first 3 years of contract. City will provide new AAV's. please write current year on AAV w/ Sharpie. Charge investigation and changeout time extra to contract. Discuss w/ City before starting
lot	pressure gauges and thermometers				Ensure operational and logically accurate. Maintain on T+M.
1	all service areas				floors swept. Areas neat and tidy. Old filters, debris, and junk parts removed from site.

		Awarded Contractor:			Price:		
Fredericton Public Library							Serviced by/Date
Qty	Component	Manufacturer	Model / Serial	Capacity	Service Required		
1	Rooftop Air Handling Unit #1	Carrier	50TM - 025 --- 111AA		Filter replacement 2X/yr. Check belts, pulleys, and bearings. replace as required, check and record refrigerant pressures on spring startup. check all electrical connections. Replace any faulty electrical, mechanical, or controls part related to this equipment. Annual leak check and documentation. chemically clean indoor and outdoor coils 1x/yr. Ensure condensate drain is not plugged, Install drain maintenance chemical tab in drain pan (supplied by city) at spring start-up. Responsible for (2 cond. fan motors)(1 blower fan motor) change over life of contract (per unit), all subsequent changes at T+M.Compressor changes are at T+M		
1	Rooftop Air Handling Unit #2	Trane	WCD240EW0AAC				
1	Rooftop Air Handling Unit #3	Trane	WCD240EW0AAC				
1	Rooftop Air Handling Unit #4	York	XP150E3655BAAGA. Ser.N1B4450300				
1	Rooftop Air Handling Unit #5	York	XP240C00R5A2ACA2A 1 SER.N1E7705244				
1	Roof Exhaust fan - EF1 - Center Roof	PennBarry	Domex		Ensure operational. Replace belts, pulleys, and bearings as required, repair or replace any other failing parts. Responsible for 1 fan motor replacement over life of contract, subsequent replacements at T+M		
1	Roof Exhaust fan - EF2 - Center Roof	PennBarry	Domex				
1	Roof Exhaust fan - EF3 - East Roof by Solar Panels	PennBarry	Domex				
1	Humidifier	NORTEC			Units are currently shut down. Service upon request at T+M		
1	Humidifier	NORTEC					
1	Humidifier	NORTEC					
1	Humidifier	NORTEC					
1	Fan Forced Heater - Main Southwest Entrance				Ensure operational. Vacuum coils fall 2022. Wash or change air filter 1x/yr (if applicable). If unit does not have filter, but is designed for 1, please install.		
1	Fan Forced Heater - Main Northwest Entrance						
1	Fan Forced Heater - North Middle Entrance						
1	Fan Forced Heater - South Middle Entrance						
1	Electric Thermal Energy Storage Unit - large room, middle of North Side of Building				Service each fall. Open and vacuum inside / filter change (if applicable). all subsequent service to be at T+M		

1	Electric Thermal Energy Storage Unit - large room, middle of North Side of Building					
1	Electric Thermal Energy Storage Unit - East End (Toad Hall)					
1	Electric Thermal Energy Storage Unit - Circulation Work Room					
1	Ductless Split outdoor unit for Aroostook Meeting Room	LG	LSU090HSV4	9000 BTU	Spring service, check operation. Chemically clean outdoor coil annually. Replace failing mechanical and Electrical parts. Armaflex repair/replacement as required at T+M. Compressor replacements @ T+M. Annual leak check and documentation if required by law.	
1	Ductless Split indoor head - Aroostook Meeting Room	LG	LSN090HSV4	9000 BTU	Clean filters 2 times/year. Ensure condensate drain clear. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024.	
1	Ductless Split outdoor unit for Wolastoq Meeting Room	LG	LSU090HSV4	9000 BTU	Spring service, check operation. Chemically clean outdoor coil annually. Replace failing mechanical and Electrical parts. Armaflex repair/replacement as required at T+M. Compressor replacements @ T+M. Annual leak check and documentation if required by law.	
1	Ductless Split indoor head - Wolastoq Meeting Room	LG	LSN090HSV4	9000 BTU	Clean filters 2 times/year. Ensure condensate drain clear. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024.	
1	Double glass door refrigerator - main floor	TRUE	GDM-37-HC-LD		Vacuum and chemically clean condensor 1x/yr.	
1	all service areas	floors swept. Areas neat and tidy. Old filters, debris, and junk parts removed from site.				

Awarded Contractor:

Price:

Fyidoctors (corner of King & Regent)

Qty	Component	Manufacturer	Model / Serial	Capacity	Service Required	Serviced by/Date
1	Ground Mounted Package Air Handling Unit #1 (South Side - nearest entrance gate)	Lennox	MOD:LGH060H4EH2Y SN:5613J02410	R410A. Cooling.60,000B TUH Heat.150,000BT UH	Physically check systems 4x/yr. Air Filter replacement 2X/yr. Check belts, pulleys, and bearings. replace as required, check and record refrigerant pressures on spring startup. check all electrical connections. Replace any faulty electrical, mechanical, or controls part related to this equipment. Annual leak check and documentation. chemically clean indoor and outdoor coils 1x/yr. Ensure condensate drain is not plugged, Install drain maintenance chemical tab in drain pan (supplied by city) at spring start-up.	
1	Ground Mounted Package Air Handling Unit #2 (North Side - opposite side from entrance gate)	Lennox	MOD: GCS16-090-200-2Y Ser:5602C 02886	HCFC-22. Cooling:90,000B TUH Heat: 160,000BTUH	Responsible for (1 cond. fan motor)(1 blower fan motor) change over life of contract (per unit), all subsequent changes at T+M.Compressor changes are at T+M. Test and Startup of Natural Gas Heating element in September. 1x/yr combustion analysis of this heating element if required by code. ensure thermostat modes/schedules/temperature settings are proper on each visit.	
1	Washroom Exhaust Fan (south Side of building)				check 4x/yr. Ensure operational. Repair or replace any failing parts. Responsible for 1 unit replacement over life of contract, subsequent replacements at T+M. wipe down or wash fan cover as required.	
1	Washroom Exhaust Fan (River side of building)					
1	Fan Forced Heater - Main North Entrance @ Ceiling	Ouellet			Ensure operational. Vacuum coils fall 2022. Wash or change air filter 1x/yr (if applicable). If unit does not have filter, but is designed for 1, please install. Clean heater cover as required.	

1	Ductless Split outdoor unit for Electrical & Utilities Room	Mitsubishi Electric	PUY-A18NKA7	18,000 BTU	check 4x/yr. Spring service, check operation. Chemically clean outdoor coil annually. Replace failing mechanical and Electrical parts. Armaflex repair/replacement as required at T+M. Compressor & electronic board replacements @ T+M. Annual leak check and documentation if required by law.
1	Ductless Split indoor head for Electrical & Utilities Room	Mitsubishi Electric	PKA-A18HA7	18,000 BTU	check 4x/yr. Clean filters 2 times/year. Ensure condensate drain clear. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2023, 2025. Set thermostat for 18C heating, 24C cooling.
1	DHW Tank (Electric)	AO Smith	DEL 30 110	29 Gal. (111 Liter). 1500w upper element, 1500w lower element	No Scheduled maintenance required.
1	DHW Recirculation Pump	Grundfos	UP15-29SF	115V	Check 4x/yr. Ensure operational. Contractor responsible for 1 replacement over 5 year contract. Subsequent changes are at T+M.
1	BBRD Heater in mechanical room, water heater area.				Fall: set onboard thermostat properly so heater will cycle to maintain minimum 10C, max 18C. Spring: turn off thermostat.
ea.	Miscellaneous HVAC equipment not listed	TBD	N/A	N/A	To be serviced at T+M, upon discussion with City.
1	all service areas	Areas neat and tidy. Old filters, debris, and junk parts removed from site. Misc. consumer trash picked up and removed from outdoor AHU enclosure.			

	Awarded Contractor:			Price:	
Killarney Lake Lodge					
Qty	Component	Manufacturer	Model / Serial	Capacity	Service Required
					Serviced by/Date

1	Heat pump outdoor unit	Trane	Odyssey 2TWA0036A3000AB	3 Tons, 208V,3PH	Start up and ensure operation at the beginning of the cooling season, check refrigerant pressures. Annual refrigerant leak check and documentation. check amp draws and electrical connections. Check all bearings. Chemically clean coil. replace or repair any failing parts. Responsible for 1 condensor fan motor change per unit over life of contract. Subsequent replacements are at T+M. Compressor changes are at T+M	
1	Heat pump outdoor unit	Trane	Odyssey 2TWA0036A3000AB	3 Tons, 208V,3PH		
1	Heat pump outdoor unit	Trane	Odyssey TWA090AW00FA	7.5 Tons, 600V, 3PH		
1	Indoor AHU	Trane	TWE036C140B0	For the 3 ton units	Filter replacement 2x/yr. Check Fan belts, pulleys, and bearings, replace as required. Ensure Fresh Air Damper closes tightly on unit shutdown. replace any faulty electrical and mechanical parts related to this equipment. Ensure condensate drain is not plugged. chemically clean coils annually. Install drain maintenance chemical tab supplied by city at spring start-up. Responsible for 1 fan motor change per unit per life of contract, all subsequent changes are on T+M	
1	Indoor AHU	Trane	TWE036C140B0	For the 3 ton units		
1	Indoor AHU	Trane	TWE090	For the 7.5 Ton unit		
1	Electric Furnace - Basement	Norton	83B13	13.5 kW	Ensure operational. Filter change 1x/yr. before the heating season. Replacement of any and all failing parts including but not limited to: heating elements, relays, sequencers, and fan motors	
1	ice Making Unit - basement	Scotsman	CU2026MA-1A	115V/60Hz/1ph/7.2A	Fully Clean to Manufacturers specification 2x/yr (remove mineral scale from water system and sensors, sanitize water system and ice storage bin, clean condenser and air filter). parts replacement at T+M	
1	Fridge - Kitchen on top floor	TRUE	GDM-23-HC-TSL01	115V/60Hz/1ph/5.4AR290	chemicall clean and vacuum	

				Refrigerant	condenser 1x/yr.	
1	Laundry Dryer	Maytag	9000 Series		remove duct at back of dryer and vacuum 2x/yr. ensure full airflow to exterior of building	

		Awarded Contractor:			Price:	
Kimble Fire Station						Serviced by/Date
Qty	Component	Manufacturer	Model#	Capacity	Service required	

1	Natural Gas Boiler - Large	RAYPAK	MVB Model 753	750 MBTUH	Ensure operational. Yearly burner and core cleaning, calibration, test safety valves and replace safety valves when required, run a combustion report. Test and record gas pressure. Replace 1 of 2 boilers flame rod annually, (alternate). Clean heat exchanger and check boiler venting. Replace any failing control parts. Contractor not responsible for replacement of cracked HX's or boiler chambers.	
1	Natural Gas Boiler - Small	RAYPAK	MVB Model 503	500 MBTUH		
1	NG Water Heater	A.O Smith	BTX-80 Series 100	76 MBTUH	Ensure Operational. Replace or repair any failed electrical, mechanical, or controls related part. Ensure venting is clear. Clean burner as required.	
1	Circulating pump - Heating Water	Armstrong	H-68-3 BF		Replacement or refurbishment of all failing parts. Lubrication where applicable. Only responsible for 1 motor and 1 bearing assembly / coupling replacement per unit for life of contract, all other replacements are T+M	
1	Circulating pump - Glycol Heating	Armstrong	H-54-3 BF			
1	Circulating pump on Large boiler	Taco				
1	Circulating pump on Small Boiler	Taco	1611E3E80121151			
	Circulating Pump – DHW	B&G	NRF-22			
1	Air Handling Unit 1	TRANE	T6LP-HC-HT		Filter replacement 2x/yr. belts, pulleys, and bearing replacements as required, lubricate where applicable, replace any faulty electrical and mechanical parts related to this equipment. Ensure condensate drains are clear. Ensure dampers close tightly upon unit shutdown. Chemically clean coils annually	
1	Air Handling Unit 2	TRANE				

1	ERV	VENMAR	ERV1000i	1/3 HP	2x/yr - Replace filters, vacuum inside, and wipe down exterior surfaces of unit. Responsible for 1 fan motor replacement per fan, and 1 heat wheel motor, and heat wheel belt, over life of contract, additional changes at T+M. check heat recovery wheel bearings, responsible for 1 replacement set (supply and install) over life of contract.	
1	Exhaust Fan EF-2 (General bay exhaust, started by Gas Detection system)	Carnes	LJDA-18-P4		Ensure operational - test by HOA switch on wall. Check fan belts, pulleys, and bearings and replace as required. Ensure dampers close tightly on fan shutdown. Responsible for 1 fan motor change per life of contract, and subsequent changes at T+M	
1	Exhaust Fan EF-3 (Captains Dormitory washroom exhaust fan)				Ensure operational and ductwork is clear to outdoors. Repairs at T+M	
1	Exhaust Fan EF-4 (Nederman truck tailpipe exhaust ststem)				Ensure operational - test by HOA switch on wall. Check fan belts, pulleys, and bearings and replace as required. Ensure dampers close tightly on fan shutdown. Responsible for 1 fan motor change per life of contract, and subsequent changes at T+M	
1	Hot Water Unit Heater - Apparatus Bay - NW Corner	Markhot			Ensure operational at fall heating system startup. Responsible for 1 fan motor change per unit per life of contract, subsequent changes at T+M. Clean coils 2022, 2024	
1	Hot Water Unit Heater - Apparatus Bay - NE Corner	Markhot				
1	Hot Water Unit Heater - Apparatus Bay - SW Corner	Markhot				
1	Hot Water Unit Heater - Apparatus Bay - SE Corner	Markhot				
1	Ductless Split outdoor unit - Side Wall, Front of Building	Samsung	MH080FXCA4A		Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Annual leak Check and documentation. Armaflex repair/replacement as required at T+M. Compressor changes are at	

					T+M	
1	Ductless Split indoor head - Watch Desk	Samsung	Cassette		Clean filters 2 times/year. Ensure condensate drain clear. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2025. Replace or repair any and all failing parts.	
1	Ductless Split indoor head - Captains Dormatory	Samsung	Cassette			
1	Ductless Split indoor head – Kitchen	Samsung	Cassette			
1	Ductless Split outdoor unit - Side Wall, Back of Building	Samsung	MH080FXCA4A		Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Annual leak Check and record. Armaflex repair/replacement as required at T+M. Compressor changes are at T+M	
1	Ductless Split indoor head - Firefighter Dormatory	Samsung	Cassette		Clean filters 2 times/year. Ensure condensate drain clear. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024. Replace or repair any and all failing parts.	
1	Ductless Split indoor head – Gym	Samsung	Cassette			
1	Ductless Split indoor head – Lounge	Samsung	Cassette			
lot	pressure gauges and thermometers				Ensure operational and logically accurate. Maintain on T+M.	
lot	Auto Air Vents on Heating Sys.				Replace complete lot over first 3 years of contract. City will provide new AAV's. please write current year on AAV w/ Sharpie. Charge investigation and changeout time extra to contract. Discuss w/ City before starting	
1	all service areas				floors swept. Areas neat and tidy. Old filters, debris, and junk parts removed from site.	

		Awarded Contractor:		Price:			
Lady Beaverbrook Rink						Serviced by/Date	
Qty	Component	Manufacturer	Model / Serial	Capacity	Service required		
1	Natural gas Heating Boiler	DE Dietrich c/w Riello burner	GT306	693,000 Btu/hr	Service 2x/yr. Yearly burner and core cleaning, test safety valves and replace when required. Run a combustion report, and make controls adjustments as required. Test and record gas pressure. Replace ignition electrodes and ultraviolet flame sensor 2022, 2024. Clean heat exchanger and check boiler venting. Replace any failing control parts. Contractor not responsible for cracked fire chambers or heat exchanger replacements.		
1	Natural gas Domestic Hot water boiler - Boiler Room	Lochinvar	SNR201-100	199,000 Btu/hr	Ensure operational 2x/yr. Replace any failing mechanical, electrical, and controls parts, or safety valves, as required. Clean and calibrate burner during building heat startup in fall.		
1	Natural gas Domestic Hot water boiler - Boiler Room	Lochinvar	SNR201-100	199,000 Btu/hr			
1	Circulating pump - Boiler Room - DHW Heat Reclaim System	Armstrong	E11.2B	1/6 HP, 115V, 1PH	Ensure operational. Replacement or refurbishment of all failing parts, lubrication where applicable. Only responsible for 1 motor + 1 bearing Assembly + 1 coupling replacement per unit over life of contract. All others at T+M		
1	Circulating pump - Control Room	Armstrong		1/6 HP, 115V, 1PH			
1	Circulating pump - Control Room	Armstrong		1/12 HP, 115V, 1PH			
1	Circulating pump (P1) for DH-1 reheat - Control Room	Bell and Gosset	NRF-22	Fractional			
1	Circulating pump for DH-2 reheat - Janitors Closet 2nd Floor	Bell and Gosset	NRF-22	Fractional			
1	Circulating pump - Boiler Room - DHW recirc next to Mixing Vlv.	Bell and Gosset	PL-30B	Fractional			
1	Main heating Circulating pump (P7) - Boiler Room	Goulds		2 HP, 230, 3PH			
1	Circulating pump for Snow Melt Pit	Grundfos	UP 15-42 F	115V 0.46A			
1	Circulating pump for Condensor	Armstrong	3 x 2.5 x 6 4280	1.5 HP, 208V, 3PH		No service required - Serviced under ice plant	

1	Circulating pump for Condensor	Bell and Gosset w/ Cimpak Motor	2 1/2 A	2 HP, 230, 3PH	contract	
1	Circulating pump for compressor cooling jackets	Duro	DSW500	1/2HP, 115V, 1PH		
1	Sewage Pump	Darling	4YAS	2 HP, 208, 3PH	No Service Required	
1	Sewage Pump	Darling	4YAS	2 HP, 208, 3PH		
1	Forced Air, hot water unit heater Location: Player Entrance Lobby	Trane			Vacuum and Chemical Clean coil 2022, vacuum again 2024. Ensure fan motor is operational. Contractor responsible for 1 fan motor replacement per fan over life of contract, subsequent changes are at T+M.	
1	Forced Air, hot water unit heater Black Kat Men's Dressing Room	Trane				
1	Forced Air, hot water unit heater Dressing Room 5	Trane				
1	Forced Air, hot water unit heater Dressing Room 6	Trane				
1	Forced Air, hot water unit heater Ice Plant	Trane				
1	Forced Air, hot water unit heater Zamboni Room	Trane				
1	Electric Construction Heater - Boiler Room				Test Functionality. Ensure unit has power. Repairs at T+M, if requested.	
1	Electric Construction Heater - Cleaning Supply Room					
1	Electric Fan Force Heater - Ice Plant (onboard T-Stat					
1	Electric Boiler - Snow Melt Pit	Chromolox	EDB-2	11.2 kW, 208V, 3 PH	Ensure operational. Parts replacement on T+M basis.	
14	Natural gas radiant tube heaters				Summer 2022 - Full service, test, and calibration on T+M. Subsequent annual service and repairs on T+M, when requested by City	
1	A/C Package unit	York	DM078S15A2BAA3A	6.5 Ton	2x/yr - Filter replacement. Check belts, pulleys, and all fan bearings - replace as required. ensure condensate drains run free. chemically clean coils 1x/yr. ensure gas burners function properly. Annual refrigerant leak check and documentation as required by law. replace any faulty electrical, or	
1	Package roof top unit with remote condenser	Dectron	RK-015-9			

1	Package roof top unit with remote condenser	Dectron	RK-015-9		mechanical part related to this equipment. Contractor responsible for 1 motor change per motor over life of contract. subsequent changes at T+M. contractor not responsible for compressor changes.	
1	Roof top unit	Lennox	LGA036H4BS2P			
1	Arena dehumidifier - North End	Blanchard Ness	DA 7.5 GA		2x/yr - Filter replacement (October, February), check belts, pulleys, and all bearings, replace as required, check and record refrigerant pressures when unit is operating, lubricate where applicable. Check and tighten wire terminals. Replace contactor contacts if pitted or corroded.	
1	Arena dehumidifier - South End	Blanchard Ness	DA 7.5 GA		contractor responsible for 1 fan motor replacement per fan over life of contract. subsequent changes at T+M. compressor changes at T+M. Annual refrigerant leak check & documentation as required by law.	
1	Energy Recovery Ventilator - Black Kats Coach's Office	Reniew Aire	EV 200	1 HP	wash filters, vacuum inside, and wipe down exterior surfaces of unit 2x/yr. Clean core 2022, 2025. vacuum/wipe down associated supply/exhaust grills. Replace failed motors, as required. Responsible for 1 replacement motor for each motor over life of contract, additional changes at T+M	
1	Exhaust Fan located in west end of arena. Started by BAS on CO gas detection				Ensure operational. Check (belts, pulleys, if applicable), and bearings. replace as required. Contractor responsible for 1 motor replacement per fan over life of contract, subsequent	
1	Exhaust Fan located in west end of arena. Started by BAS on CO gas detection				replacements at T+M.	
1	Exhaust Fan EF1 in Ice Plant - 2 speed.	Loren Cook Company	245R8B	1.5hp, 1725rpm, 208 3ph.	vacuum any associated air grills of these fans if there is visible dirt. if applicable -	
1	Exhaust Fan for server room upstairs (off of Common	Greenheck	CSP-A250-QD	Fractional	ensure barometric dampers move freely and close tightly	

	Room)				when fan is off.	
1	Exhaust Fan in ground floor womens washroom - controlled on OCC sensor w/ lights					
1	Exhaust Fan in ground floor mens washroom - controlled on OCC sensor w/ lights					
1	Exhaust Fan in top floor Mens washroom - controlled on OCC sensor w/ lights - Fan is on Roof	Greenheck	6B-081-6			
1	Exhaust Fan in top floor Womens washroom - controlled on OCC sensor w/ lights - Fan is on Roof	Greenheck	6B-081-6			
1	Exhaust Fan in top floor concession kitchen. started on motor starter switch - Fan is on Roof	Greenheck	6B-091-4			
1	Exhaust Fan on east end of roof, weathered copper. Serves FHS Lady Black Kats equipment drying room. Started w/ switch in room.					
1	Air Curtain - over second floor single North Entrance Door	MARS Air Doors			Ensure powered and operational each fall - turn off switch once serviced	
1	Heating Loop air Scoop located in main office				ensure operational, and AAV is working	
lot	pressure gauges and thermometers				Ensure operational and logically accurate. Maintain on T+M.	
lot	Auto Air Vents on Heating Sys.				Replace complete lot over first 3 years of contract. City will provide new AAV's. please write current year on AAV w/ Sharpie. Charge investigation and changeout time extra to contract. Discuss w/ City before starting	
1	all service areas				floors swept. Areas neat and tidy. Old filters, debris, and junk parts removed from site.	

		Awarded Contractor:			Price:	
Marysville Heritage Center						Serviced by/Date
Qty	Component	Manufacturer	Model / Serial	Capacity	Service Required	
1	Air Handling Unit (Located in Attic space over Kitchen)				Filter replacement 2x/yr. Check Fan belts, pulleys, and bearings, replace as required. Ensure Fresh Air Damper closes tightly on unit shutdown. Replace any faulty electrical and mechanical parts related to this equipment. Ensure condensate drain is not plugged. chemically clean coils 1x/yr. Install drain maintenance chemical tab supplied by city at spring start-up. Responsible for 1 fan motor change per fan over life of contract, all subsequent changes at T+M. Wipe down unit exterior.	
1	Air Handling Unit - Air Conditioning condensing unit				Start up and ensure operation at the beginning of the cooling season, check and record refrigerant pressures. annual leak check and documentation. check amp draws and electrical connections. Check all bearings, replace as required. Chemically clean coil 1x/yr. replace or repair any failing parts. Armaflex repair/replacement as required at T+M. Compressor changes at T+M	
1	Ductless Split outdoor unit (Top)	Kerr	KFR-70W/GX1a	24,000 btu	Service 2x/yr. Check operation. Check Electrical connections. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Annual leak Check and documentation. Armaflex repair/replacement as required at T+M. Compressor changes are at T+M	
1	Ductless Split indoor head (looking at them from indoors, the one on the Left)	Kerr	KFR-70G/GX1a	24,000 btu	Clean indoor filter 2 times a year. Replace any faulty electrical, mechanical, or controls part related to this equipment. Ensure condensate drain is not plugged, Install drain maintenance chemical tab supplied by city at spring	

					start-up. Deep clean 2022, 2024. Replace remote batteries each spring. (2 AAA)	
1	Ductless Split outdoor unit (Bottom)	Kerr	A-SMH24SB	24,000 btu	Service 2x/yr. Check operation. Check Electrical connections. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Annual leak Check and documentation. Armaflex repair/replacement as required at T+M. Compressor changes are at T+M	
1	Ductless Split indoor head (looking at them from indoors, the one on the Right)	Kerr	B-SMH24SB	24,000 btu	Clean indoor filter 2 times a year. Replace any faulty electrical, mechanical, or controls part related to this equipment. Ensure condensate drain is not plugged, Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024. Replace remote batteries each spring. (2 AAA)	
1	Exhaust Fan - Mens Washroom Main Floor	BROAN			Ensure Operational. Wipe down grill 1x/yr. Repairs at T+M if requested by city	
1	Exhaust Fan - Womens Washroom Main Floor	BROAN				
1	Kitchen Exhaust Hood Fan (side wall mounted)	Flo Aire			Ensure Operational. check belts, pulleys, and bearings. Replace as required. Responsible for 1 fan motor change and 1 set of pulley changes per contract (if req'd), all other repairs at T+M.	
1	Double glass door refrigerator	MVP Group Corp.	KSM-42		Vacuum and chemically clean condenser 1x/yr. repairs at T+M if requested by City	
1	Single door residential upright fridge	Kenmore	Coldspot	106.6729779		
1	Destratification Fan - main hall	Banvil			Ensure Operational. Set to lowest speed on each visit. Repairs at T+M if requested by city	
1	Destratification Fan - main hall	Banvil				
1	Destratification Fan - main hall	Banvil				
1	HRV - Located in basement elec/utility room, above water heaters	Enviro	ENV-K6		wash filters and vacuum inside unit 2x/yr. Replace failed motors, as required. Responsible for 1 replacement for each motor over life of contract,	

additional changes at T+M

Awarded Contractor:

Price:

New Transit

**Serviced
by/Date**

Qty	Component	Manufacturer	Model/ Serial	Capacity	Service Required	Serviced by/Date
1	Air Handling Unit with Natural Gas Furnace	Bousquet	BC-PHE-75+HDG(I)-50	7000 CFM, 7.5 HP fan motor, 625 MBH GP combustion forced draft burner-natural gas 1/2 psig. Takes 2" pleated filters, MERV 7, Class 1	Pre-filter replacement 4 times a year, Secondary Filters on T+M when they are past their changeout pressure differential, check belts (Change minimum 2022, 2024, 2026) pulleys, and bearings - replace as required, lubricate where applicable (DO NOT OVERGREASE), clean and calibrate burners for the heating section, replace any faulty electrical, mechanical, or controls part related to this unit and its natural gas burner.	
1	Air Handling Unit with Natural Gas Furnace	Bousquet	BC-PHE-300+HDG(I)-200	25000 CFM, 25 HP fan motor, 2500 MBH GP combustion forced draft burner-natural gas 1/2 psig		
1	Exhaust fan EF-1 Roof of parking garage	ACME	PV200	1887 L/S	Inspect belts, pulleys and bearings, replace as required. Ensure pulleys are in alignment. Responsible for 1 motor change per unit over life of contract, and subsequent replacements will be on T+M basis	
1	Exhaust fan EF-2 Roof of parking garage	ACME	PV200	1887 L/S		
1	Exhaust fan EF-3 Roof of parking garage	ACME	PV200	1887 L/S		
1	Exhaust fan EF-4 Roof of parking garage	ACME	PV200	1887 L/S		
1	Exhaust fan EF-5 Roof of Bus Service Area	ACME	PV200	1887 L/S		
1	Exhaust fan - Electrical Room 105				Ensure operational. Ensure motorized damper operates and closes tight when fan is powered down. Repair or replace failing electrical and mechanical parts	
1	Circulating Pump (P1) - Infloor Radiant System	ARMSTRONG	4382 IVS SENSORLESS 3x3x8-1.5 HP	329 L/min	Ensure proper operation. All replacement parts and repairs on T+M Basis	
1	Circulating Pump (P2) - Infloor Radiant System	ARMSTRONG	4382 IVS SENSORLESS 3x3x8-1.5 HP	329 L/min		
1	Circulating Pump (P3) Boiler side of HX for Snow Melt	ARMSTRONG	ARMflo E7.2		Replacement or refurbishment of all failing parts. Responsible for 1 pump/motor/coupling/bearing assembly replacement per contract, all subsequent	
1	Circulating Pump (P4) Glycol side of HX for Snow Melt	ARMSTRONG	ARMflo E7.2			

1	Circulating Pump (P5) to Unit Heaters	ARMSTRONG	ARMflo E7.2		changes on T+M	
1	Glycol Makeup tank	ARMSTRONG			Test pressure makeup at start of heating season by draining system glycol back into glycol makeup tank (draw from boiler drain at bottom of HX). Once system pressure drops, makeup pump will start on pressure switch. Run for 15 minutes to inject tank's glycol into system. Ensure tank level is adequate. Contractor not responsible to supply additional glycol if level is low. Test and record glycol freeze point. Test and record pressure	
1	Main Heating Loop				Record pressure	
1	Circulating Pump (P6) Radiant Heating - Zone 1	ARMSTRONG	ARMflo E7.2		Test operation (circulator and control valve) w/ City Rep. via BAS. Replacement or refurbishment of all failing parts. Responsible for 1 pump/motor and 1 control valve actuator per zone per contract, all subsequent changes on T+M.	
1	Circulating Pump (P7) Radiant Heating - Zone 2	ARMSTRONG	ARMflo E7.2			
1	Circulating Pump (P8) Radiant Heating - Zone 3	ARMSTRONG	ARMflo E7.2			
1	Circulating Pump (P9) Radiant Heating - Zone 4	ARMSTRONG	ARMflo E7.2			
1	Circulating Pump (P10) Radiant Heating - Zone 5	ARMSTRONG	ARMflo E7.2			
1	Circulating Pump (P11) Radiant Heating - Zone 6	ARMSTRONG	ARMflo E7.2			
1	Circulating Pump (P12) Radiant Heating - Zone 7	ARMSTRONG	ARMflo E7.2			
1	Circulating Pump (P13) Radiant Heating - Zone 8	ARMSTRONG	ARMflo E7.2			
1	Circulating Pump (P14) Radiant Heating - Zone 9	ARMSTRONG	ARMflo E7.2			
1	Circulating Pump (P15) Radiant Heating - Zone 10	ARMSTRONG	ARMflo E7.2			
1	Natural Gas Heating hot water boiler	Viessmann	VITODENS 200	55-172 MBH	Ensure operational. Yearly burner and core cleaning, calibration, test safety valves	

1	Natural Gas Heating hot water boiler	Viessmann	VITODENS 200	55-172 MBH	and replace safety valves when required, run a combustion report. Test and record gas pressure. Replace flame rods in 2 of 4 boilers annually (alternate). Clean heat exchanger and check boiler venting. Replace any failing control parts.	
1	Natural Gas Heating hot water boiler	Viessmann	VITODENS 200	55-172 MBH		
1	Natural Gas Heating hot water boiler	Viessmann	VITODENS 200	55-172 MBH		
1	Gas Unit Heater GUH-1 - West end of truck wash bay				Testing and repairs upon request on T+M basis	
1	Gas Unit Heater GUH-2 - West end of bus parking bay					
1	Gas Unit Heater GUH-3 - West end of bus parking bay					
1	Gas Unit Heater GUH-4 - East end of truck wash bay					
1	Gas Unit Heater GUH-5 - East end of bus parking bay					
1	Gas Unit Heater GUH-6 - East end of bus parking bay					
1	Hot Water Unit Heater UH-1 Boiler Room 107	Sigma Corporation	047H		Test operation w/ City Rep. via BAS. Replacement or refurbishment of all failing parts. Responsible for 1 fan motor per zone per contract, all subsequent changes on T+M	
1	Hot Water Unit Heater UH-2 Cash Room 104	Sigma Corporation				
1	Hot Water Unit Heater UH-3 Pol Room 108 (between blr rm and end of building)	Sigma Corporation	015H			
	Hot Water Unit Heater UH-4 Staff Room 103	Sigma Corporation	030H			
	Hot Water Unit Heater UH-5 Sprinkler Room 106	Sigma Corporation	030H			
Lot	Pressure relief valves	Maid-O-Mist	67		Replace as required on T+M	
Lot	Pressure Regulator	Watts	1156F		Replace as required on T+M	
lot	pressure gauges and thermometers				Ensure operational and logically accurate. Maintain on T+M.	

lot	Auto Air Vents on Heating Sys.				Replace complete lot over first 3 years of contract. City will provide new AAV's. please write current year on AAV w/ Sharpie. Charge investigation and changeout time extra to contract. Discuss w/ City before starting	
1	all service areas				floors swept. Areas neat and tidy. Old filters, debris, and junk parts removed from site.	

		Awarded Contractor:			Price:	
Regent Street Works Depot						Serviced by/Date
Qty	Component	Manufacturer	Model / Serial	Capacity	Service required	
1	Hot Air Furnace in back mechanical room	Carrier	Infinity 96		Replace filters on fall startup and mid winter check. Combustion analysis performed during mid-winter check. Ensure condensate drain clear. Repairs on T+M basis	
1	HRV located in Mechanical Room	VANEE	200H		Service 2x/yr (fall, Spring): wash filters, vacuum inside, and wipe down exterior surfaces of unit. wash heat exchanger core as required. vacuum/wipe down associated supply/exhaust grills if front offices. Contractor responsible for 1 motor replacement per fan over life of contract, subsequent replacements at T+M.	
1	Propane radiant tube heater - equipment Storage area (40')				Perform functionality test w/ CoF staff member through Building Automation System at start of heating season. Contractor responsible to ensure there is power/control signal at unit during testing, all repairs on T+M.	
1	Propane radiant tube heater - equipment Storage area (40')					
1	Propane radiant tube heater - equipment Storage area (40')					
1	Propane radiant tube heater - equipment Storage area (40')					
1	Propane radiant tube heater - equipment Storage area (40')					
1	Propane radiant tube heater - equipment Storage area (40')					
1	Propane radiant tube heater - equipment Service area (40')					
1	Propane radiant tube heater - equipment Service area (40' L shape)					
1	set of 4 destratification fans - Equipment Service Bay					turn, and leave on wall control switch in fall. Verify operation of 4 fans. Contractor responsible to ensure there is

					power/control signal at unit during testing, Repairs or replacements on T+M	
1	set of 6 destratification fans - Equipment Storage Bay				Control is from BMS. Test w/ City during fall service to verify all 6 work. Contractor responsible to ensure there is power/control signal at unit during testing, Repairs on T+M	
1	Electric Fan Force Heater - Storage bay, north end wall				fall service - verify operational w/ onboard thermostat. Contractor responsible to ensure there is power/control signal at unit during testing, Return thermostat to original position	
1	Electric Fan Force Heater - Storage bay, back wall (North)					
1	Electric Fan Force Heater - Storage bay, back wall (South)					
1	Exhaust Fan located in back wall of Equipment Service Bay. (no ductwork)		Direct Drive		Activated by PB override located by gas detection controller. test operation of fan and fresh air inlet control dampers. Replace electrical and mechanical parts as required (incl. damper actuator). Responsible for 1 fan motor replacement and 1 damper actuator replacement over life of contract, subsequent changes at T+M	
1	Exhaust Fan located at back of service bay (ductwork)				Activated by Spring wound timer located by gas detection controller. test operation. Check belts, pulleys, and bearings - replace as required. Verify L.S.F.S. damper opens and closes w/ fan operation Replace electrical and mechanical parts as required (incl. damper actuator). Responsible for 1 fan motor and 1 actuator replacement during life of contract, subsequent replacements at T+M	

1	Exhaust Fan located on north end wall of Equipment storage bay		Direct Drive		Activated by PB override located by gas detection controller. test operation of fan and fresh air inlet control dampers. Replace electrical and mechanical parts as required (incl. damper actuator). Responsible for 1 fan motor replacement during contract. Subsequent changes at T+M	
1	Exhaust Fan located in side wall of back electrical room				No service required	
1	Exhaust Fan for 2 front washrooms (located in large washroom)		Direct Drive		verify operational (controlled through BMS). Clean / Wipe off exhaust grills. Additional Service on T+M	
1	electric heater - ceiling mounted (located in washroom)	Oulette			verify operational (controlled by line Voltage thermostat). Clean / wipe down unit. additional Service on T+M	
1	Ductless Split outdoor unit located at front side of building	Samsung	MH050FXCA2A	5,100 ~ 18,400 btu cooling, 5,100 ~ 21,500 btu heating,	Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Annual leak Check and documentation. Armaflex repair/replacement as required at T+M. Compressor changes are at T+M	
1	Ductless Split indoor head. Front single office	Samsung	Cassette Unit NJ030MHXCA	12,000 btu Cooling / 13,000 btu Heating	Clean filters 3 times/year (spring, summer, fall). Ensure condensate drain clear. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024. Repairs are on Time and Material basis	
1	Ductless Split indoor head. Front shared office	Samsung	Cassette Unit NJ030MHXCA	12,000 btu Cooling / 13,000 btu Heating	Clean filters 3 times/year (spring, summer, fall). Ensure condensate drain clear. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024. Repairs are on Time and Material basis	

1	Ductless Split outdoor unit located at back side of building	Samsung	UH070CAV1	24,000 btu Cooling / 27,000 btu Heating	Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Annual leak Check and documentation. Armaflex repair/replacement as required at T+M. Compressor changes are at T+M	
1	Ductless Split indoor head for training room	Samsung	Cassette Unit CH070CAV1	24,000 btu Cooling / 27,000 btu Heating	Clean filters 3 times/year (spring, summer, fall). Ensure condensate drain clear. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024. Repairs are on Time and Material basis	

		Awarded Contractor:		Price:		
St Mary's Depot Fleet Office						Serviced by/Date
Qty	Component	Manufacturer	Model / Serial	Capacity	Service required	
1	Ductless Split outdoor unit	LG	LMU24CHV / 501KCGW16T99	24,000 btu	Service 2x/yr. Spring service - check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Refrigerant leak check and documentation as required by law. Armaflex repair/replacement as required at T+M. contractor not responsible for electronic boards or compressor replacements. Unit is under warranty from BG Services until 2025.	
1	Ductless Split indoor head	LG	LMN097HVT / 410KCXM0DW46	9000 btu	Ensure operational. Clean filters 2 times/year. Ensure condensate drain clear. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024. replace failed/failing parts. Unit is under warranty from BG Services until 2025	
1	Ductless Split indoor head	LG	LMN097HVT / 410KCDG0DW14	9000 btu	Ensure operational. Clean filters 2 times/year. Ensure condensate drain clear. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024. replace failed/failing parts. Unit is under warranty from BG Services until 2025	
1	Ductless Split indoor head	LG	LMN097HVT / 410KCBD0DW25	9000 btu	Ensure operational. Clean filters 2 times/year. Ensure condensate drain clear. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024. replace failed/failing parts. Unit is under warranty from BG Services until 2025	

		Awarded Contractor:		Price:		
St Mary's Depot Cold Storage						Serviced by/Date
Qty	Component	Manufacturer	Model / Serial	Capacity	Service required	
1	Natural Gas Radiant tube heater - Door 1~2 Front	Schwank		60 MBH	Contact city the first 2 weeks of September to schedule a functionality check through the control system. Ensure unit has power and control signal. Extra service and repairs to be at T+M as required.	
1	Natural Gas Radiant tube heater - Door 3~4 Back	Schwank		60 MBH		
1	Natural Gas Radiant tube heater - Door 6~7 Front	Schwank		60 MBH		
1	Natural Gas Radiant tube heater - Door 5~6 Back	Schwank		60 MBH		
1	Electric Constructon Heater located in 'Salt Bay'				test when on site for gas heaters. Ensure operational. Extra service and repairs to be on Time and Material basis as required.	
1	Electric Constructon Heater located in 'Salt Bay'					
lot	destratification fans (ceiling fans) in all bays				Ensure operational. Turn on to medium speed during fall heating startup	

		Awarded Contractor:		Price:		
North Side Fire Station						Serviced by/Date
Qty	Component	Manufacturer	Model / Serial	Capacity	Service Required	
1	Air Handling Unit	McQuay	CAH012GDCC		Filter replacement 2x/yr. Check Fan belts, pulleys, and bearings - replace as required. Ensure Fresh Air Damper closes tightly on unit shutdown. replace any faulty electrical and mechanical parts related to this equipment. Ensure condensate drain is not plugged, and has water in trap prior to dx cooling startup. chemically clean coils 1x/yr. Install drain maintenance chemical tab supplied by city at spring start-up. Responsible for 1 motor change per fan over life of contract, all subsequent changes at T+M.	
1	RC-1 Condenser	McQuay	AC2020B		Start up and ensure operation at the beginning of the cooling season, check & record refrigerant pressures. check amp draws and electrical connections. Check all bearings. Chemically clean coil. replace or repair any failing parts. Responsible for 1 condenser motor change over life of contract, all subsequent changes at T+M. perform annual refrigerant leak check & documentation.	
1	AX-1, AIR EXCHANGER	FANTECH	SHR8005R	2 blowers, 5.4 amps.	Clean or replace filter + vacuum unit spring and Fall. Wash core 2022, 2025, replacement of any failed Mechanical, electrical, or control parts. Responsible for 1 fan motor per fan per unit over life of contract. All subsequent replacements are at T+M. Wipe down exterior of unit.	
1	AX-2, AIR EXCHANGER	NU-AIR	NU500	216 L/S @ 100 pa		
1	AX-3, AIR EXCHANGER	NU-AIR	NU145	50 L/S @ 100 pa		
1	AX-4, AIR EXCHANGER	NU-AIR	NU600	535 L/S @ 100 pa		
1	CP1 - Terminal Unit Circulator	Armstrong	1 1/2 D 4360	20 usGPM 33Ft	Ensure operational. Lubrication where applicable. Only responsible for 1 motor, 1 bearing assembly, and 1 coupling replacement per unit for life of contract, all	
1	CP2 - Terminal Unit Circulator	Armstrong	1 1/2 D 4360	20 usGPM 33Ft		
1	CP3 - Plate Exchanger Circulator	Armstrong	1 1/2 D 4360	34 usGPM 22Ft		
1	CP4 - Plate Exchanger	Armstrong	1 1/2 D 4360	34 usGPM 22Ft		

	Circulator				other replacements are T+M	
1	CP5 - Glycol System Circulator	Armstrong	1 1/2 D 4360	14 usGPM 36Ft		
1	CP6 - Glycol System Circulator	Armstrong	1 1/2 D 4360	14 usGPM 36Ft		
1	CP7 - Floor Radiation Circulator	Armstrong	1 1/2 D 4360	?? usGPM 31Ft		
1	CP8 - Floor Radiation Circulator	Armstrong	1 1/2 D 4360	?? usGPM 31Ft		
1	CP9 - DHW Recirc.	Armstrong	ARMflo E9.28			
1	CP10 - DHW Circulator	Armstrong	Astro 30-3			
1	CP11 - DHW Circulator	Armstrong	Astro 30-3			
1	CP12 - Boiler 1 Circulator	Grundfos	UPS 26-99 FC		Ensure circulator runs on a call for boiler. Only responsible for 1 motor, 1 bearing assembly, and 1 coupling replacement per unit for life of contract, all other replacements are T+M	
1	CP13 - Boiler 2 Circulator	Grundfos	UPS 26-99 FC			
1	CP14 - Boiler 3 Circulator	Grundfos	UPS 26-99 FC			
1	CP15 - Boiler Feed System	Axiom	MF300		currently not in use	
1	CP16 - Glycol Feed System	Armstrong	GLA-S-HP-1 / UKDO3070-211	53 Gallon Tank	Test pressure makeup at start of heating season by draining system glycol back into glycol makeup tank. Once system pressure drops, makeup pump will start on pressure switch. leave system drain+pump for 15 minutes to get 100% circulation of tank glycol into system. Ensure tank level is adequate. Contractor not responsible to supply additional glycol if level is low. Test and record glycol freeze point	
1	CP17 - Solar DHW System	WILO	Inside Viessmann DHW self contained controller		Service on a T+M basis, as requested	
1	CP17 - DHW Boiler Recirc pump	B&G	SSF-22		Ensure it is functioning as per intent. Parts replacement on T+M basis.	
1	Expansion Tank	Armstrong			ensure tanks are not 'waterlogged' / bladder (if applicable) is intact. Ensure tank is set to proper pressure setpoint	
1	Expansion Tank	Armstrong				
1	Make up water pump c/w Expansion Tank	Goulds	HMS 1x1 1/4 NPT			
1	Air compressor c/w air dryer	Atlas Copco	Simplex	5 HP	Repair on time and material	

lot	Air relief valves				basis	
Lot	Pressure relief valves					
1	Hot water heating boiler	Viessmann	VITODENS 200 WB2 15-60	71-206 MBH	Yearly burner and core cleaning, calibration, test safety valves and replace when required, run a combustion report. Test and record gas pressure. Replace 1 of 3 flame rods annually. Clean heat exchanger and check boiler venting. Replace any failing electrical, mechanical, and control parts. Contractor not responsible for replacement of cracked HX's or fire chambers.	
1	Hot water heating boiler	Viessmann	VITODENS 200 WB2 15-60	71-206 MBH		
1	Hot water heating boiler	Viessmann	VITODENS 200 WB2 15-60	71-206 MBH		
1	Glycol Heating Loop				Change particulate filter two times / year. City to provide filters.	
1	Heating Manifold #1 - R158 Scuba Service Area	Rehau			Check for fluid leaks 2x/yr.	
1	Heating Manifold #2 - R155 Storage Room	Rehau				
1	Heating Manifold #3 - R158 Scuba Service Area	Rehau				
1	Heating Manifold #4 - R138 Storage Room	Rehau				
1	Heating Manifold #5 - R143 Corridor	Rehau				
1	Heating Manifold #6 - R104 Storage Room	Rehau				
1	Heating Manifold #7 - R113 Closet	Rehau				
1	Heating Manifold #8 - R205 Corridor	Rehau				
1	Ductless Split outdoor unit - located at ceiling of apparatus bay	Mitsubishi	MSZ-A09WA	9000 BTU	Spring service, check operation. Chemically clean outdoor coil 2022 and 2024. Replace or repair any and all failing parts. Refrigerant leak check and documentation if required by law.	

1	Ductless Split indoor head - in Captains Office	Mitsubishi		9000 btu	Clean filters 2 times/year. Ensure condensate drain clear. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024. Replace or repair any and all failing parts.	
1	Humidifier	Nortec	NHPC 050	50 LBS/HR	No service required	
1	Humidifier	Nortec	NHPC 020	20 LBS/HR		
1	Exhaust fan - EF1 - Washroom Exhaust	GREENHECK	SP-A110	50 l/sec	test operation twice annually, check belts, pulleys, and bearings. Replace as necessary. Contractor only responsible for 1 motor replacement per fan for life of contract. Washroom fans - vacuum or wipe clean grill.	
1	Exhaust fan - EF2 - Hazardous Gas Exhaust	GREENHECK	CWB-200-7	1911 L/s		
1	Exhaust fan - EF3 - Nederman Vehicle Exhaust	NEDERMAN	NIF405-5	1981 L/s		
1	Exhaust fan - EF4 - Fire Investigation Room	GREENHECK	G-075-E	94		
1	Exhaust fan - EF5 - Washroom Exhaust	GREENHECK	SP-A110	50 l/sec		
1	Exhaust fan - EF6 - Janitor Room Exhaust	GREENHECK	SP-A110	50 l/sec		
1	Exhaust fan - EF7 - Laundry Room 153 Exhaust	GREENHECK	GB-081-6	141 L/s		
1	Exhaust fan - EF8 - Janitor Room 119 Exhaust	GREENHECK	SP-A110	50 l/sec		
1	Exhaust fan - EF9 - Electrical Room Exhaust	GREENHECK	GB-091-4	412 L/s		
1	Exhaust fan - EF10 - Hose Dryer Booster	GREENHECK	Cube-101-4	424 L/s		
1	Exhaust fan - EF11 - Hose Dryer Booster	GREENHECK	Cube-101-4	424 L/s		
1	Exhaust fan - EF12 - Washroom Exhaust	GREENHECK	SP-A110	50 l/sec		
1	Exhaust fan - EF13 - Washroom Exhaust	GREENHECK	SP-A110	50 l/sec		
1	Exhaust fan - EF14 - Washroom Exhaust	GREENHECK	SP-A110	50 l/sec		
1	Exhaust fan - EF15 - Washroom Exhaust	GREENHECK	SP-A110	50 l/sec		
1	Exhaust fan - EF16 - CO/NO2 Exhaust	GREENHECK	GB-091-4	372 L/s		
1	Exhaust fan - EF17 - Boiler Room Exhaust	GREENHECK	GB-081-6	188 L/s		
1	Exhaust fan - EF18 - Mechanical Room Exhaust	GREENHECK	GB-081-6	188 L/s		

lot	pressure gauges and thermometers				Ensure operational and logically accurate. Maintain on T+M.	
lot	Auto Air Vents on Heating Sys.				Replace complete lot over first 3 years of contract. City will provide new AAV's. please write current year on AAV w/ Sharpie. Charge investigation and changeout time extra to contract. Discuss w/ City before starting	
1	all service areas				floors swept. Areas neat and tidy. Old filters, debris, and junk parts removed from site.	
1	Rack AC Unit - Located in Server Room				Emergency service only, at T+M, upon request from city.	
1	Rack AC Unit - Located in Server Room					

		Awarded Contractor:			Price:	
E John Bliss WTP Building						Serviced by/Date
Qty	Component	Manufacturer	Model / Serial	Capacity	Service required	
1	Natural Gas Boiler	Weil McLain	Series 2, Ultra 230		Yearly burner and core cleaning, calibration, test safety valves and replace safety valves when required, run a combustion report. Test and record gas pressure. Replace 1 flame rod every second year (alternate boilers - do one one year, the other the next). Clean heat exchanger and check boiler venting. Replace any failing control parts. not responsible for replacing HX or electronic control boards	
1	Natural Gas Boiler	Weil McLain	Series 2, Ultra 230			
1	Boiler Recirc Pump P1	Taco	0014-F1-1IFC		Ensure operational. Repair or replace as required. Responsible for 1 complete unit replacement, per unit, over life of contract. Subsequent replacements are at T+M	
1	Boiler Recirc Pump P2	Taco	0014-F1			
1	Circulating pump P-3a - Heating Water	Taco	KV1509-9.00 E2J	32.06 GPM, 88 ft.hd.	Replacement or refurbishment of all failing parts, lubrication where applicable. Only responsible for 1 motor and 1 bearing assembly / coupling replacement per unit for life of contract, all other replacements are T+M	
1	Circulating pump P-3b - Heating Water	Taco	KV1509-9.00 E2J	32.06 GPM, 88 ft.hd.		
1	Boiler Controller	Tekmar			Ensure operational. Responsible for 2 temperature sensors replacements over life of contract. Not responsible to replace controller upon failure.	

1	Air Handling Unit	York	XTI-033X042-BBFD058A FS-CC-FF-EE-FR		(Plant operations responsible for changing air filters). Service unit 2x/yr. Check Fan belts, pulleys, and bearings - replace as required. Ensure Fresh Air Damper closes tightly on unit shutdown. replace any faulty electrical and mechanical parts related to this equipment. Ensure condensate drain is not plugged. chemically clean coils 1x/yr. Install drain maintenance chemical tab supplied by city at spring start-up. Responsible for 1 motor change per fan over life of contract, all subsequent changes at T+M.	
1	Air Conditioning Unit Condenser CU-1	York	C2B06011A / r410a	60,000 BTUH	Start up and ensure operation at the beginning of the cooling season, check & record refrigerant pressures. check amp draws and electrical connections. Check all bearings. Chemically clean coil. replace or repair any failing parts. Responsible for 1 condenser motor change over life of contract, all subsequent changes at T+M. perform annual refrigerant leak check & documentation.	
1	Humidifier	Nortec	NHPC 20		ensure operational replace humidifier bottle, and water filter cartridge w/ new 20 micron filter, in 2022 / 2024.	
1	Natural Gas fired Domestic Hot Water Heater	AO Smith	BTH 150 100	100 Gal. / 150k btuh	Ensure Operational. Replace or repair any failed electrical, mechanical, or controls related part. Ensure venting is clear. Clean burner as required. Not responsible to replace electronic boards.	
1	Energy recovery Ventilator ERV-1: Located in, and serves, Chlorine Room	RenewAire	EV450IN		Ensure operational. Clean or replace filter + vacuum unit 2x/yr. Wash core 2022, 2024, replacement of any failed Mechanical, electrical, or control parts. ensure all	

1	Energy recovery Ventilator ERV-2: Located in Mechanical Room, serves Lime Silo area	RenewAire	EV450IN		<p>dampers close tightly when unit shuts down. Responsible for 1 fan motor per fan per unit, and 1 damper actuator per damper replacement over life of contract. All subsequent replacements are at T+M. Wipe down exterior of unit.</p> <p>Ensure Operational. ensure it works as intended with associated ERV unit (as applicable) Check belts, pulleys, and bearings. replace as required. Check backdraft dampers / motorized dampers (if applicable) to ensure it opens and closes freely, and seals properly. Contractor is responsible for 1 fan motor change per unit, and 1 damper actuator per damper, for life of contract, all subsequent changes are at T+M.</p>	
1	Energy recovery Ventilator ERV-3: Located in Workshop Area, serves workshop and filter room	RenewAire	EV450IN			
1	Exhaust Fan RE-1: Located on roof, associated with operation of ERV-1					
1	Exhaust Fan RE-2: Located on Roof above Mech. Rm.. Assocoated with operation of AHU-1 exhaust air					
1	Exhaust Fan RE-3: Located on Roof above Mech. Rm.. Assocoated with operation of ERV-2					
1	Exhaust Fan RE-4: Located on roof, associated with operation of ERV-3					
1	Exhaust Fan EF-1: Located in Chlorine Room - controlled by Hazardous Gas Detection System					
1	Exhaust Fan EF-2. Located in Files room between kitchen and training room.					
1	Exhaust Fan EF-3: Located in ceiling space of first floor office area washrooms					
1	Exhaust Fan EF-4: Located on roof above second floor washrooms					
1	Exhaust Fan EF-5: Located on west side wall, associated w/ Labconco fumehood in first floor Lab					

1	Kitchen Range hood exhaust REH-1				Ensure operational, and duct is free-flowing to exterior. Ensure outdoor weather hood has bird screen in place.	
1	Laundry Dryer Duct (second floor Laundry Dryer)	each Fall, ensure duct is clear and free flowing to outdoors.				
1	Hot Water Fan Forced Unit Heater UH-1: Workshop				2x/yr. Ensure fan is operational. Vacuum Heating coil annually (as required). Chemical cleanings on T+M upon request. Replace electrical and mechanical parts upon failure. Only responsible for 1 fan motor replacement per unit for life of contract, all subsequent motor changes are T+M.	
1	Hot Water Fan Forced Unit Heater UH-2: Workshop					
1	Hot Water Fan Forced Unit Heater UH-3: Electrical Room					
1	Hot Water Fan Forced Unit Heater UH-4: Silo Rm.					
1	Hot Water Fan Forced Unit Heater UH-5: Silo Rm.					
1	Hot Water Fan Forced Unit Heater UH-5T: Chlorine Rm.					
1	Supply Fan SF-1: Located in Electrical Room				Ensure operational. Ensure dampers close tightly on fan shutdown. Replace electrical and mechanical parts upon failure. Only responsible for 1 fan motor replacement per unit for life of contract, all subsequent motor changes are T+M.	
1	Ehaust Air Louver w/ motorized damper. Located in Electrical Room, associated with operation of SF-1					
1	Dehumidifier #1 - Located in Filter Room	Therma-Stor	H1-E Dry 195		(Plant operations responsible for changing these filters). Contractor - during spring visit, ensure units are functioning as intended. Ensure condensate drain is clear and condensate pan is clean and free of mold. Install drain maintenance chemical tab supplied by city at spring start-up	
1	Dehumidifier #2 - Located in Filter Room	Therma-Stor	H1-E Dry 195			

1	Dehumidifier #3 - Located in Silo Area	Therma-Stor	H1-E Dry 195			
1	Natural Gas Radiant tube heater - Ceiling of Filter Room				ensure operational 1x/yr (each fall). No preventive maintenance is required. Service to be on Time and Material basis when requested	
1	Natural Gas Radiant tube heater - Ceiling of Filter Room					
lot	pressure gauges and thermometers				Ensure operational and logically accurate. Maintain on T+M.	
lot	Auto Air Vents on Heating Sys.				Heating system has been renewed in past few years. Replacement any faulty units.	
1	all service areas				floors swept. Areas neat and tidy. Old filters, debris, and junk parts removed from site.	

		Awarded Contractor:			Price:	
Barrett Water Treatment Plant						Serviced by/Date
Qty	Component	Manufacturer	Model / Serial	Capacity	Service required	
1	Air Handling Unit (Heat Pump w/ Electric Heat Backup)- Located on [Mezzanine ?? Is this correct area description]	Trane	TAM7AOC36H31SAA	36,000 BTUH	Contractor - Filter replacement 2x/yr. Check Fan belts, pulleys, and bearings (as applicable) - replace as required. Ensure Fresh Air Damper closes tightly on unit shutdown. replace any faulty electrical and mechanical parts related to this equipment. Ensure condensate drain is not plugged. chemically clean coils 1x/yr. Install drain maintenance chemical tab supplied by city at spring start-up. Responsible for 1 motor change per fan over life of contract, all subsequent changes at T+M.	
1	Air Handling Unit - Condensing Unit - located on East Wall, ground level	Trane		36,000 BTUH	Start up and ensure operation at the beginning of the cooling season, check & record refrigerant pressures. check amp draws and electrical connections. Check all bearings. Chemically clean coil. replace or repair any failing parts. Responsible for 1 condenser motor change over life of contract, all subsequent changes at T+M. perform annual refrigerant leak check & documentation.	
1	Air Handling Unit (Heat Pump w/ Electric Heat Backup)- Located on [Mezzanine ?? Is this correct area description]	Trane	TAM7AOC36H31SAA	36,000 BTUH	Contractor - Filter replacement 2x/yr. Check Fan belts, pulleys, and bearings (as applicable) - replace as required. Ensure Fresh Air Damper closes tightly on unit shutdown. replace any faulty electrical and mechanical parts related to this equipment. Ensure condensate drain is not plugged. chemically clean coils 1x/yr. Install drain maintenance chemical tab supplied by city at spring start-up. Responsible for 1 motor change per fan over life of contract, all subsequent changes at T+M.	

1	Air Handling Unit - Condensing Unit - located on East Wall, ground level	Trane		36,000 BTUH	Start up and ensure operation at the beginning of the cooling season, check & record refrigerant pressures. check amp draws and electrical connections. Check all bearings. Chemically clean coil. replace or repair any failing parts. Responsible for 1 condenser motor change over life of contract, all subsequent changes at T+M. perform annual refrigerant leak check & documentation.	
1	Air Handling Unit AHU-1 w/ Hot Water Heating Coil - Located in Lime Room	York	XTI-072X054		Plant operations are responsible to change these filters. 2x/yr. - Check pulleys, belts, and bearings, replace as required. Contractor to do 1 chemical coil cleaning during contract. If coil is dirty, perform in 2022, otherwise cleaning will be 2025.	
1	Ductless Split outdoor unit - Located on mezzanine area, indoors	LG	LSU120HSV5	12,000 btu	Service 2x/yr., check operation. Check tightness on wire terminals. Leak check + documentation & coil clean 1x/yr. This unit is on warranty until 202x by installation contractor (Rick/Sarah - let me know who installed this)	
1	Ductless Split indoor head	LG		12,000 btu	wash filters 2 x/yr. Ensure condensate drain clear / condensate pump functional (if applicable). Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2025. This unit is on warranty until 202x by installation contractor (Rick/Sarah - let me know who installed this)	
1	Electric Hot Water Boiler	Caloritech	CWCB-60-383	60kW	Test 1x/yr. during heating system startup. Ensure all elements draw power when commanded on. Wipe down unit.	

1	Heating Water Circulating Pump	Bell & Gossett	e-60 / 2x7		check 2x/yr. Replacement or refurbishment of all failing parts, lubrication where applicable. replace failing motors and mechanical parts. Only responsible for 1 motor, and one coupling or bearing assembly per unit over life of contract, all subsequent failures are repairable at T+M	
1	Hot Water Fan Forced construction Heater - Located in Generator Room	Sigma	084H		2x/yr. Ensure fan is operational. Vacuum Heating coil annually (as required). Chemical clean coil 2025. Replace electrical and mechanical parts upon failure. Only responsible for 1 fan motor replacement per unit for life of contract, all subsequent motor changes are T+M.	
1	Hot Water Fan Forced construction Heater - Located in Generator Room	Sigma	084H			
1	Hot Water Fan Forced construction Heater - Located in Pipe Gallery	Sigma	??			
1	Hot Water Fan Forced construction Heater - Located in Soda Ash Room	Sigma	058H			
1	Hot Water Fan Forced construction Heater - Located in Chlorine Room	Sigma	133H			
1	Electric Fan Forced construction Heater - Located in Lime Silo level 2 (Onboard Thermostat)				2x/yr. Ensure fan is operational. Vacuum Heating coil annually (as required). Chemical cleanings on T+M upon request. Replace electrical and mechanical parts upon failure. Only responsible for 1 fan motor replacement per unit for life of contract, all subsequent motor changes are T+M.	
1	Electric Fan Forced construction Heater - Located in Soda Ash Room (Line Voltage Thermostat)					
1	Electric Fan Forced construction Heater - Located in Filter Room (controlled on B.A.S.)					
1	Electric Fan Forced construction Heater - Located in Filter Room (controlled on B.A.S.)					
1	Electric Fan Forced construction Heater - Located in Filter Room (controlled on B.A.S.)					
1	Electric Fan Forced construction Heater - Located in Filter Room (controlled on B.A.S.)					

1	Exhaust Fan (inline, prop type), mounted in wall. Barometric dampers - Located in Filter Room (South End)				2x/yr. Ensure Operational. Check bearings, replace as required. Check backdraft damper to ensure it opens and closes freely, and seals properly. Contractor is responsible for 1 motor change per unit for life of contract, all subsequent changes are at T+M.	
1	Exhaust Fan (inline, prop type), mounted in wall. Barometric dampers - Located in Filter Room (South End)					
1	Motorized Air Intake Damper - Located in Filter Room (North End)				2x/yr. Ensure operational. Ensure dampers close tightly on Exhaust fan shutdown. Lubrication as required. Responsible for 1 Damper actuator replacement over 5 year contract. Subsequent replacements at T+M.	
1	Motorized Air Intake Damper - Located in Filter Room (North End)					
1	Dehumidifier - Located in Filter Room North End	Therma-Stor	H1-E Dry 195		Plant operations responsible for changing these filters. Contractor - during spring visit, ensure units are functioning as intended. Ensure condensate drain is clear and condensate pan is clean and free of mold. Install drain maintenance chemical tab supplied by city at spring start-up	
1	Dehumidifier - Located in Filter Room middle	Therma-Stor	H1-E Dry 195			
1	Dehumidifier - Located in Filter Room South End	Therma-Stor	H1-E Dry 195			
1	Exhaust Fan (Large) - Located in Chlorine Room	TCF (Twin City Fan)			2x/yr. Ensure Operational. Check belts & pulleys (if applicable), and bearings. replace as required. Check backdraft damper (if applicable) to ensure it opens and closes freely, and seals properly. Contractor is responsible for 1 motor change per unit for life of contract, all subsequent changes are at T+M.	
1	Exhaust Fan (Small) - Located in Chlorine Room	TCF (Twin City Fan)				
lot	pressure gauges and thermometers				Ensure operational and logically accurate. Maintain on T+M.	
lot	Auto Air Vents on Heating Sys.				Heating system has been renewed in past few years. Replacement any faulty units.	
1	all service areas				floors swept. Areas neat and tidy. Old filters, debris, and junk parts removed from site.	

		Awarded Contractor:			Price:	
Whittingham Hall						Serviced by/Date
Qty	Component	Manufacturer	Model / Serial	Capacity	Service required	
1	Hot Air Furnace	Carrier	Infinity		Replace filters on fall startup and mid winter check. Combustion analysis performed during mid-winter check. Ensure condensate drain clear. Repairs are on Time and Material basis	
1	HRV	vanEE®	200H HRV	82-192 cfm	wash filters 2 times a year. Vacuum inside during spring service. Replace any faulty electrical and mechanical parts related to this equipment. Ensure HRV condensate drain is not plugged, blow down once a year and dump water in condensate pump to ensure it pumps out correctly. HRV parts on warranty until 2024 - MC Ventilation	
1	Propane radiant tube heaters - East Bay	Schwank			Perform functionality test w/ CoF staff member through Building Automation System at start of heating season. Repairs on Time/Material basis	
1	Propane radiant tube heaters West Bay	Schwank			Perform functionality test w/ CoF staff member through Building Automation System at start of heating season. Repairs on Time/Material basis	
1	Ductless Split outdoor unit	LG	LMU247HV	24,000 btu	Service 2x/yr. Check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Annual leak Check and documentation. Armaflex repair/replacement as required at T+M. Compressor changes are at T+M Unit is on warranty BG Services through 2025	
1	Ductless Split indoor head. Ground Floor Signal test room	LG	LMN097HVT	9000 btu	Wash filters 2 times/year. Ensure condensate drain clear. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024. Unit is on warranty BG Services through 2025	

1	Ductless Split indoor head - Top Floor Offices	LG	LMN097HVT	9000 btu	Wash filters 2 times/year. Ensure condensate drain clear. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024. Unit is on warranty BG Services through 2026	
1	Ductless Split indoor head - Top Floor Lunchroom	LG	LMN097HVT	9000 btu	Wash filters 2 times/year. Ensure condensate drain clear. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024. Unit is on warranty BG Services through 2027	

		Awarded Contractor:			Price:	
Willie O'Ree Place						Serviced by/Date
Qty	Component	Manufacturer	Model / Serial	Capacity	Service required	
1	Natural Gas heating boiler	Burnham Commercial c/w Power Flame Burner	BCC2-G-20BC	1903 MBTUH	Yearly burner and core cleaning, calibration, test safety valves and replace safety valves when required, run a combustion report. Test and record gas pressure. Replace flame rod every second year. Clean heat exchanger and check boiler venting. Replace any failing Mechanical, electrical, and control parts. Wipe down unit exterior. Contractor not responsible for cracked fire chambers or heat exchanger replacements.	
1	Natural Gas domestic hot water heater (For DHW)	Cyclone	BTH300A970	300 MBTUH	Ensure operational. Test safety valves and ensure they're not expired. clean and calibrate burner. Repairs on T+M.	
1	Natural Gas domestic hot water heater (For DHW)	Bradford White	EF100T300E3N2	300 MBTUH		
1	Natural Gas domestic hot water heaters (For Flood Water)	Cyclone	BTH400A974	300 MBTUH		
1	Natural Gas domestic hot water heaters (For Flood Water)	Bradford White	EF100T300E3N2	300 MBTUH		
1	Electric/Gas roof top A/C unit RTU-1	Trane	YHC092AWEHA-C1A0A1	7.5 Ton dual compressor / 200 MBH	Filter replacement 4x/yr. Check belts, pulleys, and bearings. Replace as required, check refrigerant pressures, lubricate where applicable, replace any faulty electrical, mechanical, or controls part related to this equipment. Clean and calibrate natural gas burner and run a combustion report at the beginning of the heating season. Ensure condensate drain is not plugged during spring visit. contractor responsible for 1 electric motor replacement per motor over life of contract, all subsequent changes are at T+M. Annual	
1	Electric/Gas roof top A/C unit RTU-2	Trane	YHC092AWEHA-C1A0A1	7.5 Ton dual compressor / 200 MBH		
1	Electric/Gas roof top A/C unit RTU-3	Trane	YHC092AWEHA-C1A0A1	7.5 Ton dual compressor / 200 MBH		

1	Electric/Gas roof top A/C unit RTU-4	Trane	YHC092AWEHA-C1A0A1	7.5 Ton dual compressor / 200 MBH	refrigerant leak check and documentation, if required by law.	
1	Roof Top Dehumidification Unit DH-1	Cimco / Concepts and Designs Inc.	DH-160-12-DSOBBLOCM	Supply Fan - 20 h.p., 12,000 cfm Reactivation Fan - 5 h.p., 2642 cfm		
1	ERV-1	Cook	ERV7000	7.5HP, 600V, 3PH fan motors for supply and return fans	Ensure operational. Change filters and vacuum inside of unit 2x/yr. Check belts, pulleys, and bearings. Replace as required.. Responsible for 1 fan motor replacement per unit over life of contract, additional changes at T+M	
1	ERV-2	Cook	ERV-5500	5HP, 600V, 3PH fan motors for supply and return fans		
1	ERV-3	Cook	ERV-2500	2.5HP, 600V, 3PH fan motors for supply and return fans		
1	Circulating pump C-1 Ice Plant				Serviced under ice plant contract	
1	Circulating pump C-2 Ice Plant					
1	Circulating Pump RTU4 CP (located in YMCA @ RTU4)	Taco	121C3E1 4.3		Replacement or refurbishment of all failing parts, lubrication where applicable. replace failing motors and mechanical parts. Only responsible for 1 motor, and one coupling or bearing assembly, per unit over life of contract, all subsequent failures are repairable at T+M	
1	Circulating pump C-3 Heating Water Recirc. (Boiler Room)	Taco	KV2007-6.50E2H			
1	Circulating pump C-4 Heating Water Recirc. (Boiler Room)	Taco	KV2006-6.20E2J			
1	Circulating pump C-5 DHW Recirc. (Boiler Room)	Taco				
1	Circulating pump C-6 Flood Water Recirc. (Boiler Room)	Taco				
1	Heating Water Circ C-8 (associated w/ of ERV-1) [located in ceiling space below rooftop ERV]	Taco				
1	Heating Water Circ C-9 (associated w/ of ERV-2) [located in ceiling space below rooftop ERV]	Taco				

1	Heating Water Circ C-10 (associated w/ of ERV-3) [located in ceiling space below rooftop ERV]	Taco				
1	Heat Reclaim Tank in Ice Plant	Trerma-stor HRS	4021992 / TS-11-120-A			Ensure valving upstairs in Boiler Room is open to/from tanks, and bypass closed.
1	Natural Gas Radiant tube heater - Arena 1 - Zone 1	Schwank		60 MBH		No preventive maintenance is required. Service to be on Time and Material basis when requested
1	Natural Gas Radiant tube heater - Arena 1 - Zone 2	Schwank		60 MBH		
1	Natural Gas Radiant tube heater - Arena 1 - Zone 3	Schwank		60 MBH		
1	Natural Gas Radiant tube heater - Arena 1 - Zone 4	Schwank		60 MBH		
1	Natural Gas Radiant tube heater - Arena 1 - Zone 5	Schwank		60 MBH		
1	Natural Gas Radiant tube heater - Arena 1 - Zone 6	Schwank		60 MBH		
1	Natural Gas Radiant tube heater - Arena 2 - Zone 7	Schwank		60 MBH		
1	Natural Gas Radiant tube heater - Arena 2 - Zone 8	Schwank		60 MBH		
1	Exhaust Fan EX-1 Roof (above Dana's Office)	Cook	402 ACRU	202L/s, 115V		Ensure operational. If fan has isolation or barometric dampers, ensure they operate and shut tight when fan is off. Check belts, pulleys, and bearings - replace as required. replace failing motors and mechanical parts. Only responsible for 1 fan motor (per motor) and 1 damper actuator (per actuator) per unit replacement over life of contract, all subsequent failures are repairable at T+M
1	Exhaust Fan EX-2 Roof (above community Rm 220)	Cook	402 ACRU	202L/s, 115V		
1	Exhaust Fan EX-3 Roof (above community Rm 220)	Cook	402 ACRU	202L/s, 115V		
1	Exhaust Fan EX-4 - above 'Community Kitchen'	Ventmaster	GEF-15A	3000cfm, 1.5hp		
1	Exhaust Fan EX-5 R169 Rink 1 Zamboni Vehicle Exhaust (hose Reel)	Nederman	Art.No. 20801565, Ctr. No. 06400-00			
1	Exhaust Fan EX-6 R168 Ice Plant					
1	Exhaust Fan EX-7 Electrical Room 167					
1	Exhaust Fan EX-8 R160 Rink 2 Zamboni Vehicle Exhaust (hose Reel)	Nederman	Art.No. 20801565, Ctr. No. 06400-00			
1	Exhaust Fan EX-9 YMCA Mens Change Rm					

1	Exhaust Fan EX-10 R115					
1	Exhaust Fan EX-11 R228 telephone room					
1	Exhaust Fan EX-12 R234 (Server Room?)					
1	Exhaust Fan EX-13 R180H Main Storage Room South east					
1	Exhaust Fan EX-14 R180H Main Storage Room North east					
1	Exhaust Fan EX-15 R134					
1	Circulation Fan CF-1 R141	Cook	180SP 18SP100	1/3 hp		
1	Circulation Fan CF-2 R144	Cook	180SP 18SP100	1/3 hp		
1	Electric forced air heater / Room 155 Referee 1	Oullett			Annually open and inspect. Vacuum coil and change / wash filters (if applicable). Replace failed electrical and mechanical parts. Only responsible for 1 motor replacement per unit for life of contract, all subsequent motor changes are T+M	
1	Electric forced air heater / Room 156 Referee 2	Oullett				
1	Electric forced air heater / Room 162 sprinkler Room	Oullett				
1	Electric forced air heater / Room 238 Boiler Room	Oullett				
1	Electric forced air heater / Rm 222 2nd Fl. Mens WR	Oullett				
1	Electric forced air heater / Rm 223 2nd Fl. Wom. WR	Oullett				
1	Hot Water fan forced unit heater UH-1 R169 Rink 1 Zamboni storage	Rosemex H-70	1/6 HP	52.6 MBH	Ensure fan is operational. Vacuum Heating coil annually (as required). Chemically clean coil 2022. subsequent chemical cleanings on T+M upon request. Replace electrical and mechanical parts upon failure. Only responsible for 1 motor replacement per unit for life of contract, all subsequent motor changes are T+M.	
1	Hot Water fan forced unit heater UH-2 R160 Rink 2 Zamboni storage	Rosemex H-70	1/8 HP	52.6 MBH		
1	Hot Water fan forced unit heater UH-3 R168 Ice Plant	Rosemex H-44	1/8 HP	52.6 MBH		
1	Hot Water fan forced unit heater UH-4 R138 hallway 1/3 way up towards front (tagged UH-9)	Rosemex	1/20 HP	32 MBH		

1	Hot Water fan forced unit heater UH-5 R130 hallway 2/3 way up towards front (tagged UH-10)	Rosemex	1/20 HP	32 MBH		
1	Hot Water fan forced ceiling mounted cabinet heater FF-1 R163 back common area		1/10 HP	32 MBH		
1	Hot Water fan forced ceiling mounted cabinet heater FF-2 R164 back entrance between doors		1/10 HP	25.9 MBH		
1	Hot Water fan forced ceiling mounted cabinet heater FF-3 R113 Front West entrance between doors		1/10 HP	16.2 MBH		
1	Hot Water fan forced ceiling mounted cabinet heater FF-4 R103 Front East entrance between doors		1/10 HP	56.0 MBH		
1	Hot Water fan forced ceiling mounted cabinet heater FF-5 R102 Front common area by elevator		1/6 HP	100 MBH		
1	Hot Water BBRD R170			4.7 MBH	inspect heating valve for leaks. Vacuum fins if required	
1	Hot Water BBRD R144			7.1 MBH		
1	Hot Water BBRD R141			7.1 MBH		
1	Hot Water BBRD R133			5.9 MBH		
1	Hot Water BBRD R109 Mens Washroom			7.1 MBH		
1	Hot Water BBRD R107 Womens Washroom			7.1 MBH		
1	Ductless split A/C Outdoor Unit - Rooftop	Fujitsu	AOU9RL	9000 btu		Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Annual leak Check and documentation, as required by law. Armaflex repair/replacement as required at T+M. Compressor and electronic board replacements are at T+M

1	Ductless split A/C Indoor Unit - Room 232 Dana Fradsham's Office	Fujitsu	ASU9RL / HPA000073	9000 btu	Clean indoor filter 2 times a year. Replace any faulty electrical, mechanical, or controls part related to this equipment. Ensure condensate drain is not plugged, blow down once a year. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024.	
1	Ductless split A/C Outdoor Unit - Rooftop	Fujitsu	AOU9RL	9000 btu	Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Annual leak Check and documentation, as required by law. Armaflex repair/replacement as required at T+M. Compressor and electronic board replacements are at T+M	
1	Ductless split A/C Indoor Unit - Room 233.1	Fujitsu	ASU9RL / HPA000067	9000 btu	Clean indoor filter 2 times a year. Replace any faulty electrical, mechanical, or controls part related to this equipment. Ensure condensate drain is not plugged, blow down once a year. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024.	
1	Ductless split A/C Outdoor Unit – Rooftop	Fujitsu	AOU9RL	9000 btu	Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Annual leak Check and record. Armaflex repair/replacement as required at T+M. Compressor changes are at T+M	

1	Ductless split A/C Indoor Unit - Room 235 Doug Worroll Room	Fujitsu	ASU9RL / HPA000062	9000 btu	Clean indoor filter 2 times a year. Replace any faulty electrical, mechanical, or controls part related to this equipment. Ensure condensate drain is not plugged, blow down once a year. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024.	
lot	Auto Air Vents on Heating Sys.				Replace complete lot over first 3 years of contract. City will provide new AAV's. please write current year on AAV w/ Sharpie. Charge investigation and changeout time extra to contract. Discuss w/ City before starting	
lot	pressure gauges and thermometers				Ensure operational and logically accurate. Maintain on T+M.	
1	all service areas				floors swept. Areas neat and tidy. Old filters, debris, and junk parts removed from site.	

		Awarded Contractor:			Price:	
York Arena						Serviced by/Date
Qty	Component	Manufacturer	Model / Serial	Capacity	Service required	
1	Dehumidifier	Dectron (Dry-O-tron)	DA2-035	101,200 btu/hr	Ensure operational. Filter replacement 2x/yr. (September, January), check belts, pulleys, and bearings - replace as required, check and record refrigerant pressures 1x/yr., lubricate where applicable, replace any faulty electrical, mechanical, or controls part related to this equipment. Annual leak check & documentation if required by law. Contractor not responsible for compressor changes.	
1	Dehumidifier	Dectron (Dry-O-tron)	DA2-035	101,200 btu/hr		
1	Zamboni tailpipe Exhaust Fan				Ensure operational.. Responsible for 1 motor change over life of contract, all subsequent changes at T+M.	
19	Electric Rink heaters				Repairs when requested by city on T+M	
lot	Electric Dressing Room Heaters				Repairs when requested by city on T+M	
1	Compressor Room Exhaust Fan				Ensure operational. Check belts, pulleys, and bearings. Repair and replace as necessary. Responsible for 1 motor change over life of contract, all subsequent changes at T+M.	
1	Ice Surface Exhaust Fan	1hp/208V/3 phase		8000 CFM		
1	Ice Surface Exhaust Fan	1hp/208V/3 phase		8000 CFM		
1	Ice Surface Make up Air Louver - Front Corner - South				Ensure louvers open when exhaust fans are operating, and seal tightly when fan is off.	
1	Ice Surface Make up Air Louver - Front Corner - North					

		Awarded Contractor:		Price:		
York Fire Station						Serviced by/Date
Qty	Component	Manufacturer	Model#	Capacity	Service Required	
1	Air Handling Unit AHU-1	York / ABB	XTI-045x054 / ACH-550		2x/yr. Filter replacement. vacuum debris from Mixing plenum. check belts, pulleys, and bearings - replace as required, lubricate where applicable, replace any faulty electrical, mechanical, or controls part related to this equipment. Ensure condensate drain is not plugged, blow down once a year. Chemically clean coil 2022, 2024. ensure fresh air dampers close tightly on shutdown.	
1	Air conditioning condensing unit for AHU-1	Carrier	30RAN010A--511KA		2x/yr. (Spring / mid summer) - ensure operational. Check all bearings, replace as required. check refrigerant pressures, and temperatures. check amp draws and electrical connections. Chemically clean coil. replace or repair any failing parts. Perform refrigerant leak check & documentation, as required by law.	
1	Return Fan F-3 for AHU-1: located in Fan Room				Check Belts, pulleys, and bearings - replace as required. Contractor responsible for 1 fan motor replacement per unit over life of contract, subsequent replacements at T+M. Report any abnormal vibrations.	
1	Dome type exhaust fan F3 Roof	Carnes	B1211A			
1	Dome type exhaust fan F5 Roof	Twin City	BSI180A			
1	Dome type exhaust fan F7 Roof	Twin City	DCRD095BE1			
1	Dome Type Exhaust Fan, mounted on side wall of firefighter kitchen off of apparatus bay.					

1	Fresh air makeup damper associated w/ Kitchen range hood exhaust fan				ensure operational. Ensure dampers close tight when fan is off. Contractor responsible for 1 damper motor replacement over life of contract, subsequent replacements at T+M	
1	Electric Unit Heater @ ceiling of apparatus bay			5 kW	ensure operational at start of heating season. Replacement of electrical / mechanical parts as required. contractor responsible for 1 motor replacement for duration of contract, subsequent changes at T+M. Chemically clean coil 2022, 2024	
1	Electric Unit Heater @ ceiling of apparatus bay			5 kW		
1	Entrance Heater - South Stairwell Entrance	Mark Hot			Ensure operational. replace motor as required (Max. once per lifetime of contract). Chemically clean coil and vacuum at start-up each fall, shut off during cooling system startup visit	
1	Entrance Heater - Main Entrance York Street side	Mark Hot				
1	Entrance Heater - East Entrance, South End	Mark Hot				
1	Entrance Heater - East Entrance, North End	Mark Hot				
1	Chilled water pump				ensure operational. Contractor responsible for replacement of 1 failed unit during life of contract, subsequent unit replacements are at T+M.	
1	Chilled water pump					
1	Glycol Makeup Tank	Califactio	GMP		repair or replace failed parts, On startup, while circ pump is on, circulate makeup tank's fluid into system for 15 minutes to keep fresh	
1	N.G DHW Heater	A.O Smith			Ensure Operational. Replace or repair any failed electrical, mechanical, or controls related part. Ensure venting is clear. Clean burner as required. Contractor not responsible to replace electronic boards.	

1	NG Boiler	NTI Trinity	Lx600		Yearly burner and core cleaning, calibration, test safety valves and replace when required. run a combustion report. Test and record gas pressure. Replace flame rod annually.	
1	NG Boiler	NTI Trinity	Lx600		Clean heat exchanger and check boiler venting. Replace any failing control parts. Contractor not responsible for cracked heating chamber / HX's replacements.	
1	Circulating Pump	Power Bloc		1 HP	Ensure operational. Contractor responsible for 1 electric motor replacement, and 1 bearing assembly / coupling replacement per unit over life of contract. Subsequent repairs and replacements at T+M	
1	Circulating Pump	US Motors		1 HP		
1	Circulating Pump	B&G	1.5x6.25			
1	Circulating Pump	B&G Ecocirc	xl20-35			
1	DHW circulating pump	Grundfos	UP 15-42	fractional hp		
1	#2 Ductless Split outdoor unit - Roof (middle unit)	Fujitsu	AOU36RLXFZ	36000 BTU	Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Annual leak Check and documentation. Armaflex repair/replacement as required at T+M. Compressor and electronic board replacements are at T+M	
1	Ductless Split indoor head - Room _____(contractor to identify which indoor unit's are associated with above noted outdoor unit.)	Fujitsu	Halcyon - model #...		Ensure operational. Clean filters during heating system startup, and cooling system startup, ensure proper condensate drainage. Deep clean 2022, 2024	
1	Ductless Split indoor head - Room _____(contractor to identify which indoor unit's are associated with above noted outdoor unit.)	Fujitsu	Halcyon - model #...		Ensure operational. Clean filters during heating system startup, and cooling system startup, ensure proper condensate drainage. Deep clean 2022, 2024	

1	Ductless Split indoor head - Room _____(contractor to identify which indoor unit's are associated with above noted outdoor unit.)	Fujitsu	Halcyon - model #...		Ensure operational. Clean filters during heating system startup, and cooling system startup, ensure proper condensate drainage. Deep clean 2022, 2024	
1	Ductless Split indoor head - Room _____(contractor to identify which indoor unit's are associated with above noted outdoor unit.)	Fujitsu	Halcyon - model #...		Ensure operational. Clean filters during heating system startup, and cooling system startup, ensure proper condensate drainage. Deep clean 2022, 2024	
1	#1 Ductless Split outdoor unit - on roof - York Street Side	Fujitsu	AOU36RLXFZ	36000 BTU	Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Annual leak Check and documentation. Armaflex repair/replacement as required at T+M. Compressor and electronic board replacements are at T+M	
1	Ductless Split indoor head - Room _____(contractor to identify which indoor unit's are associated with above noted outdoor unit.)	Fujitsu	Halcyon - model #...		Ensure operational. Clean filters during heating system startup, and cooling system startup, ensure proper condensate drainage. Deep clean 2022, 2024	
1	Ductless Split indoor head - Room _____(contractor to identify which indoor unit's are associated with above noted outdoor unit.)	Fujitsu	Halcyon - model #...		Ensure operational. Clean filters during heating system startup, and cooling system startup, ensure proper condensate drainage. Deep clean 2022, 2024	
1	Ductless Split indoor head - Room _____(contractor to identify which indoor unit's are associated with above noted outdoor unit.)	Fujitsu	Halcyon - model #...		Ensure operational. Clean filters during heating system startup, and cooling system startup, ensure proper condensate drainage. Deep clean 2022, 2024	

1	Ductless Split indoor head - Room _____(contractor to identify which indoor unit's are associated with above noted outdoor unit.)	Fujitsu	Halcyon - model #...		Ensure operational. Clean filters during heating system startup, and cooling system startup, ensure proper condensate drainage. Deep clean 2022, 2024	
1	Ductless Split outdoor unit - Roof - Regent Street Side	Samsung	MH050FXCA2A	24000 BTU	Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Annual leak Check and documentation. Armaflex repair/replacement as required at T+M. Compressor and electronic board replacements are at T+M	
1	Ductless Split indoor head - Captains office in apparatus bay	Samsung			Ensure operational. Clean filters during heating system startup, and cooling system startup, ensure proper condensate drainage. Deep clean 2022, 2024	
1	Ductless Split indoor head - firefighters kitchen off of apparatus bay	Samsung			Ensure operational. Clean filters during heating system startup, and cooling system startup, ensure proper condensate drainage. Deep clean 2022, 2024	
1	Ductless Split outdoor unit - NAT offices. Located by Carrier Chiller - Ground accessible	LG	LMU2369HV	36,000 btu	Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Annual leak Check and documentation. Armaflex repair/replacement as required at T+M. Compressor and electronic board replacements are at T+M	

1	Ductless Split indoor head - NAT Office - York Street end office - Cassette Unit	LG		xx,000 btu	Clean filters 2 times/year. Ensure condensate drain clear / condensate pump functional - if applicable. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024.	
1	Ductless Split indoor head - NAT Office - AHU Type	LG		xx,000 btu	Clean filters 2 times/year. Ensure condensate drain clear / condensate pump functional - if applicable. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024.	
1	Ductless Split indoor head - NAT Office - AHU Type	LG		xx,000 btu	Clean filters 2 times/year. Ensure condensate drain clear / condensate pump functional - if applicable. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024.	
1	Baseboard Heat top floor	Fall Service: have Building Services Rep. (Bruce Good) force all control valves to 100% to ensure heaters are not air locked - contractor to bleed air at heater if required				
1	Heat Recovery Ventilator - Located in firefighter kitchen off of apparatus bay	Fantech			2x/yr - Ensure operational. Filter cleaning / change . Responsible for 1 fan motor change per fan over 5 year contract, subsequent changes at T+M. Wipe down exterior of unit and associated supply and return grills. Core cleaning 2023, 2025.	
lot	pressure gauges and thermometers				Ensure operational and logically accurate. Maintain on T+M.	
lot	Auto Air Vents on Heating Sys.				Replace complete lot over first 3 years of contract. City will provide new AAV's. please write current year on AAV w/ Sharpie. Charge investigation and changeout time extra	

					to contract. Discuss w/ City before starting	
1	all service areas				floors swept. Areas neat and tidy. Old filters, debris, and junk parts removed from site.	

SCHEDULE B

SUPPLEMENTARY EQUIPMENT PURCHASE AND MAINTENANCE TERMS AND CONDITIONS

1. Title & Documentation

- 1.1 The Supplier warrants that it has the right to transfer ownership of the Goods to the Local Government and that there are no liens, attachments, charges, encumbrances, or claims affecting the Goods. Once ownership passes to the Local Government, the Supplier shall, upon written request by the Local Government, and to the Local Government's satisfaction, establish that title to the Goods is free and clear of all liens, attachments, charges, encumbrances, or claims. If requested by the Local Government, the Supplier shall execute any transfer documents and take any other steps that are necessary to perfect the Local Government's title in the Goods.
- 1.2 The Supplier must provide to the Local Government the same documentation and manuals that it provides to other purchasers of similar Goods or pass through any documentation or manuals made available by the manufacturer of any third-party equipment (collectively "Goods Documentation"), and must include all supplements and revisions to the Goods Documentation effective upon the delivery date. The Goods Documentation will include, to the extent Supplier is able to procure from third party manufacturers, all documentation available to consumers from the manufacturer of the Goods about the technical specifications of the Goods and the firmware, installation requirements, and operating instructions, as well as details about the software program with which the Goods functions.
- 1.3 The Supplier represents that the Goods Documentation it provides is sufficiently detailed to allow the Local Government to use and test all the Goods functions.
- 1.4 The Supplier represents that the Goods Documentation is sufficiently detailed and clear to permit the Local Government, or its authorized agent, to maintain the Goods properly while under warranty, and to test it for that purpose, and, where applicable, conduct user-serviceable upgrade and repairs.
- 1.5 The Supplier shall ensure that the Goods Documentation it provides is specific to the model, version, and revision of Goods in accordance with this Agreement and as set out in the Supplier Proposal.
- 1.6 If there are changes to the Goods during the Term, the Supplier must update the Goods Documentation at no additional cost to the Local Government. The Supplier will use reasonable efforts to provide these updates within ten (10) days of the updates being made available by the manufacturer. If available from the manufacturer, the updates must include supporting documentation that identifies any problem resolved or enhancement made to the Goods, any new feature(s) added, and any necessary installation instructions.
- 1.7 Despite anything in this Agreement regarding copyright, the copyright in the Goods Documentation will not be owned or transferred to the Local Government. However, the Local Government has the right to use the Goods Documentation and may, for its own internal purposes, copy it for use by the Local Government, as long as the Local Government includes any copyright and proprietary right notices that are part of the original document.

2.0 Goods Must be New

- 2.1 All Goods supplied by the Supplier, excepting Goods supplied in accordance with Section 5.4 of this Schedule B, must be new and unused.
- 2.2 The Goods must also:
- (a) be off-the-shelf, meaning they must be composed of standard equipment requiring no further research or development;
 - (b) be a model that is still in production by the manufacturer at the time of delivery; and
 - (c) conform to the version of the applicable specification or part number of the manufacturer in effect at the time of delivery for the purposes of replacements or expansion for the Term of this Agreement; in the alternative, the Supplier will ensure substitute components are integrated into the solution should these components be discontinued or if the specific parts are not available, Supplier shall make alternatives available to conform to the specifications, meaning the written description of the Services or Goods functional attributes and performance capabilities that are set out as requirements in the RFP, or as the same may be amended or supplemented in the Supplier Proposal, available to the Local Government, which may be at additional cost.

3.0 Delivery

- 3.1 Unless otherwise specified by the Local Government in writing, the Supplier shall contact the Local Government's representative at least twenty-four (24) hours prior to the delivery of the Goods. Failure to contact the Local Government may result in the delivery being refused. Any re-shipping costs or delays will be the sole responsibility of the Supplier.
- 3.2 In accordance with the applicable timeframes outlined by the Local Government and on an as needed basis, the Supplier shall deliver the equipment or Goods to the attention of Bruce Good, Project Manager (or designate), Building Services, the City of Fredericton, 120 Cliffe Street, Fredericton, NB, E3A 0G6.
- 3.3 All deliveries will be shipped, and the all associated costs shall be paid by the Supplier, FOB Destination or to the Supplier's local or regional office and will include freight, delivery, duty paid, insurance, packaging, crating, and unloading costs. Supplier must, at minimum, package the shipment per industry standards and arrange for any rigging and drayage necessary to deliver the Goods. Suppliers are responsible to ensure all deliveries are sent by authorized carriers and are compliant to all provincial or federal regulations governing the transport of goods, materials, and supplies. In addition, delivery from FOB Destination to final Local Government location for installation shall be paid by the Supplier. The Local Government is responsible for providing storage from time of delivery to time of installation and for all storage costs.

4.0 Installation & Unit Testing

- 4.1 The Local Government will unpack, assemble, install, link, integrate, interconnect, program, and configure all Goods in accordance with any installation checklists or procedures outlined in the RFP and/or Supplier Proposal. The Local Government will communicate any installation constraints to the Supplier. The Supplier shall provide all required installation resources and supply all materials required to complete the installation of the Goods, so that once it is installed

it is ready for inspection and testing (both as a unit and as part of a system).

- 4.2 As part of completing the installation, the Local Government will test the functionality of the Goods.
- 4.3 Any Goods that do not function in accordance with the specifications and Goods Documentation at the time of installation shall be declared defective and shall be replaced with new Goods by the Supplier in accordance with this Agreement.
- 4.4 The Supplier is responsible for loss or damage to Goods or hardware caused by the Supplier's or its subcontractor's negligence.
- 4.5 Upon delivery of the equipment, Goods or hardware the Local Government is responsible for loss or damage to the equipment, Goods or hardware unless caused by the Supplier's negligence until such time as the final testing and final acceptance is completed by the Local Government.
- 4.6 At no cost to the Local Government, the Supplier shall remedy (i) any deficiencies with the equipment, Goods or hardware or (ii) other variances from specifications and Goods Documentation, where such deficiencies or variances are discovered during system testing. The Supplier shall document all deficiencies and variances, any remedial actions taken in respect thereof, and the Local Government's acknowledgement of a fix.
- 4.7 The Supplier shall be responsible for loss or damage to any part of the Goods caused by or contributed to by the negligence of the Supplier (or its sub-Supplier or any person for whom it is responsible) until there is acceptance of the Goods or Services in accordance with Section 3.5 of the Agreement.

5.0 Goods Warranty & Maintenance

- 5.1 Notwithstanding any other agreement, the Supplier warrants that the equipment, Goods or hardware is fit for its intended purposes as outlined in any specifications and this Agreement, and against defects in materials and workmanship for a period no less than one (1) year for the Pro Plan and limited lifetime warranty for the Pro Plan Public Works from the date of acceptance in accordance with Section 3.5 of the Agreement.

In respect of any equipment, Goods or hardware that is provided by the Supplier to the Local Government after acceptance, the warranty periods detailed above (including any extended parts warranty, if selected and paid for by Local Government) for that equipment, Goods or hardware shall apply from the date of installation of that equipment, Goods or hardware.

- 5.2 The Supplier shall provide and manage all warranty activities for equipment, Goods or hardware and manage such warranty activities for subsequent equipment, Goods or hardware purchased through the Supplier that is provided to the Local Government under this Agreement.
- 5.3 Equipment, Goods or hardware that becomes defective during the warranty period and is returned to the Supplier will be tested to verify for possible defects. Upon verification of a defect covered under warranty, the Supplier, at its option and at no charge to the Local Government, shall either repair the equipment, Goods or hardware (with new parts) or replace it with the same or equivalent equipment, Goods or hardware (using new Goods), provided the Local Government notifies the Supplier of the defect during the warranty period or within thirty (30) days of the expiration of the warranty period. Upon repair or replacement, all defective Goods components

shall become the property of the Supplier.

- 5.4 If a defect in workmanship or materials in equipment, Goods or hardware covered by a warranty in this Agreement is discovered within sixty (60) days of the date of installation of the Goods, and if the Local Government requests advance replacement of such product, the Supplier will replace such equipment, Goods or hardware in advance of return of such product by the Local Government to the Supplier; provided that where the Local Government has not returned the defective equipment Goods or hardware to the Supplier within sixty (60) days of shipment by the Supplier of the advance replacement, then the Supplier will invoice the Local Government for the purchase price of the advance replacement product including shipping costs and any taxes, duties or other charges related to the advance replacement and the Local Government shall pay the Supplier the amount invoiced within thirty (30) days of receipt of invoice.
- 5.5 The Goods warranty does not cover:
- (a) defects or damage from misuse, vandalism, accident or neglect;
 - (b) defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment;
 - (c) defects or damage from unauthorized modifications, disassembles or repairs;
 - (d) defects or damage to Goods that has had the serial number removed or made illegible;
 - (e) Goods that do not function in accordance with the specifications or Goods Documentation due to illegal or unauthorized alteration of the software or firmware in the equipment, Goods or hardware;
 - (f) scratches or other cosmetic damage to the surface of the equipment, Goods or hardware that does not affect the normal operation of the Goods; or
 - (g) normal wear and tear.
- 5.6 If equipment, Goods or hardware returned under this warranty is found to be in good working order (also known as “no fault found”), such equipment, Goods or hardware will be returned to the Local Government in the same condition as it was received by the Supplier at reasonable cost to the Local Government (i.e. standard/customer-wide stocking charge and return postage fee). If equipment, Goods or hardware returned under this warranty or otherwise sent to the Supplier is found not to be in good working order but the defect is not covered by warranty, and if repair or replacement is nevertheless requested by the Local Government, the Supplier will be reimbursed for time and materials (i.e., parts at cost, standard/customer-wide labour rates and return postage fee) resulting from the repair or replacement.
- 5.7 If the Supplier repairs or replaces any equipment, Goods or hardware, the Supplier warrants that same is fit for its intended purposes as outlined in this Agreement and against defects in materials and workmanship for a period of ninety (90) days from the date of shipment of such repaired equipment, Goods or hardware to the Local Government by the Supplier (provided that the Local Government notifies the Supplier of such defects within thirty (30) days of the appearance or discovery of such defects), or for the remainder of the applicable warranty under this Agreement as calculated from the date of shipment, whichever is longer.
- 5.8 THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, UNLESS OTHERWISE PROVIDED FOR IN THIS AGREEMENT; AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SUPPLIER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, DURABILITY, OR FITNESS FOR PURPOSE AND ANY WARRANTIES OR MODIFIED WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING.

6.0 User-Serviceable Goods

6.1 The Supplier agrees that the Local Government's staff may, after having received proper training from the Supplier perform user-serviceable maintenance, upgrades, and/or repairs to the equipment, Goods or hardware without affecting any warranty or guarantee provided by the Supplier herein.

7.0 Firmware

7.1 The Supplier must deliver the equipment, Goods or hardware equipped with all the firmware required to use all the Goods or hardware's functions. Any software embedded in the equipment, Goods or hardware, including the firmware, is provided to the Local Government with a license to use this software, with all license costs and royalties being included in the Fee Schedule (Schedule C). All firmware will be the most recent version available at the time of shipping.

8. Quantities and Pricing

8.1 All costs associated with the Services or Goods described in this Schedule are included in the Fee Schedule being Schedule C.

8.2 The Local Government has the right and ability, at any time, in its sole discretion, to order additional Services or Goods at the same unit price outlined in Schedule C. Such Services or Goods shall be transferred to the Local Government subject to the warranties outlined in this Agreement.

**SCHEDULE C
FEE SCHEDULE**

The fees associated with providing the Services in connection with providing full system maintenance for the mechanical equipment at the Facilities are:

Location	Fees Year 1 / Segment One	Fees Year 2 / Segment Two	Fees Year 3 / Segment Three	Fees Year 4 / Segment Four	Fees Year 5 / Segment Five
Building Services Office	Q1=\$164.33 Q2=\$246.50 Q3=\$246.50 Q4=\$246.50 <i>*invoiced quarterly</i>	Q1=\$246.50 Q2=\$246.50 Q3=\$246.50 Q4=\$246.50 <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>
Total Cost:	\$903.83 HST extra	\$986.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>
The Fredericton Playhouse	Q1=\$1371.67 Q2=\$2057.50 Q3=\$2057.50 Q4=\$2057.50 <i>*invoiced quarterly</i>	Q1=\$2057.50 Q2=\$2057.50 Q3=\$2057.50 Q4=\$2057.50 <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>
Total Cost:	\$7,544.17 HST extra	\$8,230.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>
Fredericton Public Library	Q1=\$663.33 Q2=\$995.00 Q3=\$995.00 Q4=\$995.00 <i>*invoiced quarterly</i>	Q1=\$995.00 Q2=\$995.00 Q3=\$995.00 Q4=\$995.00 <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>
Total Cost:	\$3,648.33 HST extra	\$3,980.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>

FYdoctors - Fredericton	Q1=\$236.67 Q2=\$355.00 Q3=\$355.00 Q4=\$355.00 <i>*invoiced quarterly</i>	Q1=\$355.00 Q2=\$355.00 Q3=\$355.00 Q4=\$355.00 <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>
Total Cost:	\$1,301.67 HST extra	\$1,420.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>
Killarney Lake Lodge	Q1=\$383.33 Q2=\$575.00 Q3=\$575.00 Q4=\$575.00 <i>*invoiced quarterly</i>	Q1=\$575.00 Q2=\$575.00 Q3=\$575.00 Q4=\$575.00 <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>
Total Cost:	\$2,108.33 HST extra	\$2,300.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>
Kimble Fire Station	Q1=\$399.17 Q2=\$598.75 Q3=\$598.75 Q4=\$598.75 <i>*invoiced quarterly</i>	Q1=\$598.75 Q2=\$598.75 Q3=\$598.75 Q4=\$598.75 <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>
Total Cost:	\$2,195.42 HST extra	\$2,395.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>
Lady Beaverbrook Rink	Q1=\$653.33 Q2=\$980.00 Q3=\$980.00 Q4=\$980.00 <i>*invoiced quarterly</i>	Q1=\$980.00 Q2=\$980.00 Q3=\$980.00 Q4=\$980.00 <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>
Total Cost:	\$3,593.33 HST extra	\$3,920.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>

Marysville Heritage Center	Q1=\$163.33 Q2=\$249.50 Q3=\$249.50 Q4=\$249.50 <i>*invoiced quarterly</i>	Q1=\$249.50 Q2=\$249.50 Q3=\$249.50 Q4=\$249.50 <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>
Total Cost:	\$914.83 HST extra	\$998.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>
New Transit Garage	Q1=\$1000.00 Q2=\$1500.00 Q3=\$1500.00 Q4=\$1500.00 <i>*invoiced quarterly</i>	Q1=\$1500.00 Q2=\$1500.00 Q3=\$1500.00 Q4=\$1500.00 <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>
Total Cost:	\$5,500.00 HST extra	\$6,000.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>
Regent Street Depot	Q1=\$297.50 Q2=\$446.25 Q3=\$446.25 Q4=\$446.25 <i>*invoiced quarterly</i>	Q1=\$446.25 Q2=\$446.25 Q3=\$446.25 Q4=\$446.25 <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>
Total Cost:	\$1,636.25 HST extra	\$1,785.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>
St. Mary's Fleet Office	Q1=\$126.67 Q2=\$190.00 Q3=\$190.00 Q4=\$190.00 <i>*invoiced quarterly</i>	Q1=\$190.00 Q2=\$190.00 Q3=\$190.00 Q4=\$190.00 <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>
Total Cost:	\$696.67 HST extra	\$760.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>

St. Mary's Depot Cold Storage	Q1=\$32.50 Q2=\$48.75 Q3=\$48.75 Q4=\$48.75 <i>*invoiced quarterly</i>	Q1=\$48.75 Q2=\$48.75 Q3=\$48.75 Q4=\$48.75 <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>
Total Cost:	\$178.75 HST extra	\$195.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>
Two Nations Fire Station	Q1=\$791,67 Q2=\$1187.50 Q3=\$1187.50 Q4=\$1187.50 <i>*invoiced quarterly</i>	Q1=\$1187.50 Q2=\$1187.50 Q3=\$1187.50 Q4=\$1187.50 <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>
Total Cost:	\$4,354.17 HST extra	\$4,750.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>
Water Treatment Plants: E John Bliss WTP and Barret WTP	Q1=\$689.17 Q2=\$1033.75 Q3=\$1033.75 Q4=\$1033.75 <i>*invoiced quarterly</i>	Q1=\$1033.75 Q2=\$1033.75 Q3=\$1033.75 Q4=\$1033.75 <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>
Total Cost:	\$3,790.42 HST extra	\$4,135.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>
Whittingham Hall	Q1=\$189.17 Q2=\$283.75 Q3=\$283.75 Q4=\$283.75 <i>*invoiced quarterly</i>	Q1=\$283.75 Q2=\$283.75 Q3=\$283.75 Q4=\$283.75 <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>
Total Cost:	\$1,040.42 HST extra	\$1,135.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>

Willie O'Ree Place	Q1=\$1080.83 Q2=\$1621.25 Q3=\$1621.25 Q4=\$1621.25 <i>*invoiced quarterly</i>	Q1=\$1621.25 Q2=\$1621.25 Q3=\$1621.25 Q4=\$1621.25 <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>
Total Cost:	\$5,944.58 HST extra	\$6,485.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>
York Arena	Q1=\$265.00 Q2=\$397.50 Q3=\$397.50 Q4=\$397.50 <i>*invoiced quarterly</i>	Q1=\$397.50 Q2=\$397.50 Q3=\$397.50 Q4=\$397.50 <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>
Total Cost:	\$1,457.50 HST extra	\$1,590.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>
York Street Fire Station	Q1=\$663.33 Q2=\$995.00 Q3=\$995.00 Q4=\$995.00 <i>*invoiced quarterly</i>	Q1=\$995.00 Q2=\$995.00 Q3=\$995.00 Q4=\$995.00 <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>	<i>To be negotiated</i> <i>*invoiced quarterly</i>
Total Cost:	\$3,648.33 HST extra	\$3,980.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>
Total Annual Facility Cost:	\$50,457.00	\$55,044.00			

Term:

Year 1 – Segment One: February 1, 2022 to December 31, 2022
Year 2 – Segment Two: January 1, 2023 to December 31, 2023
Year 3 – Segment Three: January 1, 2024 to December 31, 2024
Year 4 – Segment Four: January 1, 2025 to December 31, 2025
Year 5 – Segment Five: January 1, 2026 to December 31, 2026

Additional Work

For additional work not covered under this Agreement the hourly rate shall include all charges including but not limited to shop supplies, tools, fuel, truck, travelling and accommodation charges, etc. The Local Government would only be charged and shall only pay for the time spent by the Supplier on site. (i.e. travel time from another location or jurisdiction and/or mileage shall not be charged to the Local Government)

Days: Monday - Friday

Regular Hours: 7:00 am to 5:00 pm
Regular Hourly Rate HST Extra: \$108.00

Days: Monday – Sunday and holidays

After Hours: 5:00 pm to 7:00 am
After Hours Rate HST Extra: \$150.00

Percent mark-up on materials: Twenty-Five (25) Percent (%)

The Local Government reserves the right to get quotes for work not covered under this Agreement, quotes will have to indicate the number of hours and list of supplies needed.

The Local Government reserves the right to purchase supplies through its own policies. The Local Government will inform the Supplier at the start of the job if it is providing the supplies.

SCHEDULE D

PRIVACY PROTECTION SCHEDULE

Purpose

1. The purpose of this Schedule is to:
 - (a) enable the Local Government to comply with the Local Government's statutory obligations under the RTIPPA with respect to personal information that is collected, retained, used, or disclosed as a result of the provision of the Services;
 - (b) ensure that, as a service provider, the Supplier is aware of the obligations under the applicable legislation with respect to personal information that is collected, retained, used or disclosed as a result of the provision of the Services; and
 - (c) "Personal Information" or "personal information" means recorded information about an identifiable individual that comes into the custody or under the control of the Supplier as a result of the provision of the Services and has the meaning given in the RTIPPA (SNB 2009, c. R-10.6, as amended)

Under Section 1 of RTIPPA, definitions "personal information" means recorded information about an identifiable individual, including but not limited (a) the individual's name, (b) the individual's home address or electronic mail address or home telephone or facsimile number, (c) information about the individual's age, gender, sexual orientation, marital status or family status, (d) information about the individual's ancestry, race, colour, nationality or national or ethnic origin, (e) information about the individual's religion or creed or religious belief, association or activity, (f) personal health information about the individual, (g) the individual's blood type, fingerprints or other hereditary characteristics, (h) information about the individual's political belief, association or activity, (i) information about the individual's education, employment or occupation or educational, employment or occupational history, (j) information about the individual's source of income or financial circumstances, activities or history, (k) information about the individual's criminal history, including regulatory offences, (l) the individual's own personal views or opinions, except if they are about another person, (m) the views or opinions expressed about the individual by another person, and (n) an identifying number, symbol or other particular assigned to the individual.

Collection of personal information

2. Unless the Agreement otherwise specifies or the Local Government otherwise directs in writing, the Supplier may only collect or create personal information that is necessary for the performance of the Supplier's obligations or the exercise of the Supplier's rights, under the Agreement.
3. Unless the Agreement otherwise specifies, or the Local Government otherwise directs in writing, the Supplier must collect personal information directly from the individual the information is about.
4. Unless the Agreement otherwise specifies or the Local Government otherwise directs in writing, the Services must make provision to inform an individual from whom personal information is collected:

- (a) the purpose for collecting it;
- (b) the legal authority for collecting it; and
- (c) the title, business address and business telephone number of the person designated by the Local Government to answer questions about the collection of personal information.

Integrity of personal information

- 5. The Supplier must make every reasonable effort to ensure the integrity and completeness of any personal information that comes within the custody or control of the Supplier as a result of the provision of the Services where that personal information is to be used by the Supplier or the Local Government to make a decision that directly affects the individual the information is about.

Requests for access to personal information

- 6. If the Supplier receives a request for access to personal information from a person other than the Local Government, the Supplier must promptly advise the person to make the request to the Local Government unless the Agreement expressly requires the Supplier to provide such access and, if the Local Government has advised the Supplier of the name or title and contact information of an official of the Local Government to whom such requests are to be made, the Supplier must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

- 7. Within five (5) business days of receiving a written direction from the Local Government to correct or annotate any personal information, the Supplier must annotate or correct the information in accordance with the direction.
- 8. When issuing a written direction under Section 7 of this Schedule, the Local Government must advise the Supplier the date the correction request to which the direction relates was received by the Local Government in order that the Supplier may comply with Section 10 of this Schedule.
- 9. Within five (5) business days of correcting or annotating any personal information under Section 8 of this Schedule, the Supplier must provide the corrected or annotated information to any party to whom, within one (1) year prior to the date the correction request was made to the Local Government, the Supplier disclosed the information being corrected or annotated.
- 10. If the Supplier receives a request for correction of personal information from a person other than the Local Government, the Supplier must promptly advise the person to make the request to the Local Government and, if the Local Government has advised the Supplier of the name or title and contact information of an official of the Local Government to whom such requests are to be made, the Supplier must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

- 11. The Supplier must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

12. The Supplier must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

13. Unless the Agreement otherwise specifies or unless the Local Government directs otherwise in writing, the Supplier must retain personal information for at least one (1) year following the date of its use and securely dispose of personal information no later than three years after its use.

Use of personal information

14. Unless the Local Government otherwise directs in writing, the Supplier may only use personal information if that use is required for the performance of the Services.

Disclosure of personal information

15. Unless the Local Government otherwise directs in writing, the Supplier may only disclose personal information inside Canada to any person other than the Local Government if the disclosure is for the performance of the Supplier's obligations or the exercise of the Supplier's rights, under the Agreement.
16. Unless the Agreement otherwise specifies or the Local Government otherwise directs in writing, the Supplier must not disclose personal information outside Canada.

Notice of unauthorized disclosure

17. If the Supplier knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Supplier, the Supplier must immediately notify the Local Government and take all necessary steps to mitigate and remediate. If the Supplier becomes aware of a security breach or any other event that compromises the security, confidentiality or integrity of any personal information (an "Incident"), the Supplier shall take appropriate actions to contain, investigate and mitigate the Incident. The Supplier shall also notify the Local Government and any individual of each and every Incident as soon as reasonably possible.

Inspection of personal information

18. In addition to any other rights of inspection the Local Government may have under the Agreement or under statute, the Local Government may, at any reasonable time during normal business hours and on reasonable notice to the Supplier, enter on the Supplier's premises to inspect any personal information in the custody or control of the Supplier as a result of its provision of the Services, and any of the Supplier's information management policies or practices relevant to the Supplier's management of personal information in connection with the Services or the Supplier's compliance with this Schedule, and the Supplier must permit, and provide reasonable assistance to, any such inspection. The inspection will be conducted in a manner as not to interfere unreasonably with the Supplier's business operations, and is subject to the Supplier's reasonable confidentiality and security policies, procedures and requirements.

Compliance with the applicable legislation and directions

19. The Supplier must in relation to personal information comply with the requirements of the applicable legislation, including any applicable order under the applicable legislation and any direction given by the Local Government that is permitted or required to be given under this Agreement or pursuant to legislation.

20. The Supplier acknowledges that it is familiar with the requirements of the applicable legislation governing personal information that are applicable to it.

Notice of non-compliance

21. If for any reason the Supplier does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Supplier must promptly notify the Local Government of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

22. In addition to any other rights or remedies which the Local Government may have under the Agreement or otherwise at law, the Local Government may, upon any failure of the Supplier to comply with this Schedule in a material respect, declare such non-compliance to be an Event of Default and terminate the Services, or a component thereof, and/or the Agreement, in accordance with Section 5 of the Agreement.

Interpretation

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
24. Any reference to the "Supplier" in this Schedule includes any subcontractor or agent retained by the Supplier to perform obligations under the Agreement and the Supplier must ensure that any such subcontractors and agents comply with this Schedule.
25. The obligations of the Supplier in this Schedule will survive the termination of the Agreement and will only expire when the Supplier no longer has any personal information generated as a result of the Services in its custody or control.
26. If a provision of the Agreement (including any direction given by the Local Government under this Schedule) conflicts with a requirement of the applicable legislation or an applicable order under the applicable legislation, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
27. The Supplier must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to Section 28 of this Schedule, the law of any jurisdiction outside Canada.
28. Nothing in this Schedule requires the Supplier to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the applicable legislation.

PROVINCE OF NEW BRUNSWICK

COUNTY OF YORK

AFFIDAVIT OF CORPORATE EXECUTION

I, Jennifer Lawson, of the City of Fredericton, in the County of York and Province of New Brunswick, **MAKE OATH AND SAY AS FOLLOWS:**

1. THAT I am the City Clerk of the City of Fredericton, one of the parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed to.
2. THAT the seal affixed to the foregoing instrument purporting to be the seal of the City of Fredericton is the Corporate Seal of the City of Fredericton and was so affixed by order of the City Council.
3. THAT the signature "Kate Rogers" subscribed to the foregoing instrument is the signature of Kate Rogers, the Mayor of the City of Fredericton, and the signature "Jennifer Lawson" subscribed thereto is my signature.
4. THAT the Mayor and City Clerk are officers of the City of Fredericton duly authorized to execute the foregoing instrument.

SWORN TO BEFORE ME at the)
City of Fredericton, in the County)
of York and Province of New)
Brunswick, this ____ day of)
December, 2021.)

_____)
A Commissioner of Oaths)
Being a Solicitor)

_____)
Jennifer Lawson

PROVINCE OF NEW BRUNSWICK

COUNTY OF YORK

AFFIDAVIT OF CORPORATE EXECUTION

*Supplier to provide / insert their standard affidavit *or* modify the following as they deem appropriate

I, _____, of the City of Fredericton, in the County of York and Province of New Brunswick, **MAKE OATH AND SAY AS FOLLOWS:**

- 1. That I hold the office of _____ of Carmichael Engineering Ltd., (hereinafter called the "Corporation") and I am authorized to make this affidavit and have personal knowledge of the matters sworn to herein.
- 2. That the seal affixed to the foregoing instrument is the seal of the Corporation and was affixed to the instrument by order of the board of directors of the Corporation.
- 3. That the signature " _____ " subscribed to the foregoing instrument is my signature.
- 4. The _____ is the officer of the Corporation duly authorized to execute the foregoing instrument.

SWORN TO BEFORE ME at the)
City of Fredericton, in the County)
of York and Province of New)
Brunswick, this ____ day of)
November, 2021.)
)
)
)
_____)
)
A Commissioner of Oaths)
Being a Solicitor)

D R A F T