

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

CONTROLS & EQUIPMENT LTD., incorporated under the *Business Corporations Act* (New Brunswick) with its head office at 185 Millennium Blvd., Moncton, New Brunswick, E1E 2G7, (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 30, 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:

Controls & Equipment Ltd.
Mickey Stokes, Service Manager
185 Millennium Blvd.
Moncton, NB E1E 2G7
MStokes@controlsequipment.com

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.

19.18 **Public Announcements:** Neither Party shall make any public announcement, statement or press release regarding this Agreement or any relationship between the Supplier and the Local Government, without the prior written consent of the other Party.

19.19 **Survival:** Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or completion of the Agreement will continue in full force and effect after any termination, expiry or completion of the Agreement. More specifically, neither the expiry nor the earlier termination of this Agreement shall relieve or be deemed to relieve, a Party from any duties, obligations or liabilities hereunder that accrued prior to such expiration or termination, including but not limited to those duties and obligations set out in Section 5 (Suspension and Termination of Agreement), Section 6 (Confidentiality), Section 7 (Material Rights), Section 11 (Insurance, Liability and Indemnity), Section 15(Representations, Acknowledgements and Warranties) and Schedule D (Privacy Protection Schedule).

19.20 **Other:** The Parties acknowledge and agree that they have had the opportunity to have this Agreement reviewed by their respective legal counsel.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first hereinabove written.

Signed, Sealed and Delivered)	THE CITY OF FREDERICTON
)	
)	
)	
)	_____
)	Kate Rogers
)	Mayor
)	
)	
)	_____
)	Jennifer Lawson
)	City Clerk
)	
)	CONTROLS & EQUIPMENT LTD.
)	
)	
)	_____
)	Mickey Stokes
)	Service Manager
)	
)	<i>* I have authority to bind the corporation</i>

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 30, 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) Fredericton Indoor Pool, 79 Carrington Lane, Fredericton, New Brunswick and
- 2) Fredericton Police Station, 311 Queen Street, Fredericton, New Brunswick and
- 3) Grant Harvey Center, 600 Knowledge Park Drive, Fredericton, New Brunswick and
- 4) Mitch Clarke Park, 116 Johnston Avenue, Fredericton, New Brunswick and
- 5) Old Transit Garage, 470 St. Mary's Street, Fredericton, New Brunswick and
- 6) Parks and Trees Depot, 100 Two Nations Crossing, Fredericton, New Brunswick and
- 7) Pollution Control Admin Building, 980 Barker Street, Fredericton, New Brunswick and
- 8) Pollution Control UV Building, 980 Barker Street, Fredericton, New Brunswick and
- 9) Pollution Control Blower Building, 980 Barker Street, Fredericton, New Brunswick and
- 10) Pollution Control Pump Station One (1), 980 Barker Street, Fredericton, New Brunswick and
- 11) Pollution Control Operations Building, 980 Barker Street, Fredericton, New Brunswick and
- 12) Pollution Control Headworks Building, 980 Barker Street, Fredericton, New Brunswick and
- 13) Pollution Control Chlorine Building, 980 Barker Street, Fredericton, New Brunswick and
- 14) Pollution Control Screening Building, 980 Barker Street, Fredericton, New Brunswick and
- 15) Royal Road Fire Station, 27 Royal Road, Fredericton, New Brunswick and
- 16) St. Mary's Depot, 474 St. Mary's Street, Fredericton, New Brunswick and
- 17) Sutton House, 335 Queen 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.

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.

Note: Security Clearance is required for the following facility: Fredericton Police Station, 311 Queen Street, Fredericton, NB. The Supplier shall obtain a criminal record check on an annual basis (and upon request from the Local Government) for all employees (and subcontractors) who will be working at the Fredericton Police Station. The Supplier shall also provide a copy of the criminal record check to the Project Manager, Bruce Good within five business days of receipt.

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:	
Fredericton Indoor Pool						Serviced by/Date
Qty	Component	Manufacturer	Model / Serial	Capacity	Service Required	
1	Heating and Dehumidification unit c/w two Carlyle compressors (model#06EX 275-160, 575V, 3 Phase) and 20 HP fan motor (located in Fan Room)	KDH	DH2000WCWC	20000 CFM	Filter change 2x/yr. check belts, pulleys, and bearings. replace as required, check compressors operation and record refrigerant suction and discharge pressures. check complete wiring cabinet for loose connections & clean main coil contactor contacts 1x/yr.. chemically clean coil 1x/yr. Responsible for 1 fan motor replacement per unit over life of contract, additional changes at T+M. Compressor changes are at T+M. Annual refrigerant leak check if required by law.	
1	AHU-1: Air Handling Unit with 5 stage 250 kW electric heater (located in Fan Room)	Trane	Climate Changer	10 HP motor, 575V, 3 Ph	Filter change 2x/yr. check belts, pulleys, and bearings. replace as required. Ensure dampers close tightly when fan shut down. Responsible for 1 fan motor replacement over life of contract, additional changes at T+M. check Thermolec heating coil wiring terminals and clean main coil contactor contacts 1x/yr.	
1	AHU-2: Air handling unit with 80kW heater (Located on Roof)	Haakon industries	Pentpak	10 HP motor, 575V, 3 Ph	Filter change 2x/yr. Check belts, pulleys, and bearings, replace as required. damper lubrication and ensure they close tightly when unit is shut down. Responsible for 1 fan motor replacement over life of contract, additional changes at T+M.	

1	Wall mounted Air conditioning unit (located on Side Roof)	Comfort Aire	PW series	5 tons	Clean indoor filter 2x/yr. check and record refrigerant suction and discharge pressures at spring startup. replace any faulty electrical, mechanical, or controls parts related to this equipment. Ensure condensate drain is not plugged, blow down once a year. responsible for 1 fan motor replacement over life of contract. compressor replacements at T+M. On Spring Start-up, perform Annual refrigerant leak check and documentation.	
1	Stand by electric boiler (fan Room)	Thermolec	B-36	36KW, 600V, 3 Ph	check wire terminal tightness, and condition of contactor contacts 1x/yr. parts replacement on T+M.	
1	DHW Natural Gas Boiler	Lochivar 'Armor'	AWN501PM	500,000 btu/h	Ensure operational. Replace any and all failing parts including but not limited to: heating elements, relays, sequencers, and any safety valve on T+M	
1	DHW Natural Gas Boiler	Lochivar 'Armor'	AWN501PM	500,000 btu/h		
1	DHW boiler to tank recirc pump	Armstrong	ARMflo E22.2B		Ensure operational. Responsible for 1 complete replacement per unit for life of contract, subsequent replacements at T+M	
1	DHW boiler to tank recirc pump	Armstrong	ARMflo E22.2B			
1	DHW Recirc Pump	Armstrong	280SS			
1	DHW Storage Tank	Lochivar	RGA0257	257 Gallon	service at T+M as requested by City	
1	DHW Storage Tank	Lochivar	RGA0257	257 Gallon		
1	Air Supply fan for pool filter room (located in fan room)	Greenheck	BCF-TH-112-5		Ensure operational. Check belts, pulleys, and bearings. replace as required. Lubricate as required. Responsible for 1 fan motor replacement per unit over life of contract, additional changes at T+M.	
1	Exhaust fan for pool filter room (located on 'rock' roof)	Greenheck	GB-18-4X-QD			
1	Exhaust Fan for Locker Rooms, Located on asphalt roof	Greenheck	GB-18-3X-QD			

1	Exhaust Fan for kitchen on second floor - located on asphalt roof					
1	Exhaust Fan for elevator equipment room - located on asphalt roof					
1	Fan Forced, ceiling mounted entrance heater - Main Entrance	Oulette				Ensure operational. Replace air filter as required & Vacuum unit 1x/yr.
1	Fan Forced, recessed, Electric entrance heater - Back Entrance stairwell					ensure operational. Remove cover, vacuum interior and inspect components 1x/yr
1	Fan Forced, recessed, Electric entrance heater - emergency exit behind main reception desk					
1	Electric Construction heater - located in fan room					test operation. No other service required
1	Electric Construction heater - located in Maintenance office					
1	residential Style Fridge - located in kitchen, upstairs					Vacuum and chemically clean condensor coil 1x/yr.
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:			
Police Station							Serviced by/Date	
Qty	Component	Manufacturer	Model / Serial	Capacity	Service Required			
1	Natural Gas Fired heating boiler (Boiler No. 1)	Volcano/ Powerflame	5B40FD1HC/C2-G-15C	40 HP	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 flame rod 2022, and every second year, on Camus boiler only. Clean heat exchanger and check boiler venting. Replace any failing control parts.			
1	Natural Gas Condensing Boiler (Boiler No. 2) / parts warranty until June 2016	Camus	Dyna Force DRNH-1800-MSI	1800 MBTU/hr	Ensure Operational. Replace or repair any failed electrical, mechanical, or controls related part. Ensure venting is clear. Clean burner as required.			
1	Natural Gas Domestic Water Heater	NORITZ	Model. N-132-M-ASME / Ser. 2007.05-001398		Filter replacement 2x/yr. Check belts, pulleys, and bearings, replace as required, lubricate where applicable, replace any faulty electrical, mechanical, or controls part related to this equipment. Chemically clean coil 2022 and 2024. Ensure fresh air dampers close tightly on shutdown. Responsible for 1 fan motor replacement, per motor, over life of contract, subsequent replacements at T+M.			
1	Air Handling Unit #1 - (Located in Upper Mechanical Room) - Heating Coil and Heat Recovery Coil	Trane	12MP-HF-BVU / 728036	7.5 HP	check belts, pulleys, and bearings, replace as required. Responsible for 1 motor changeout, as required, over life of contract. subsequent replacements at T+M.			
1	Exhaust Fan #1 [for AHU#1] (Located in Upper Mechanical Room)	Trane	Model Q / 24QB-9-1H		Service on T+M basis when requested by city. May be requested to assist w/ refurbishment of heat reclaim system on T&M basis			
1	AHU #1 Heat Recovery Circulating Pump (P4) (Located in Upper Mechanical Room)	Bell & Gossett	P56810 / A37144	3/4 HP				

1	Air Handling Unit #2 - (Located in Upper Mechanical Room) with D/X Cooling Coil	Trane	31MPHFVU / 725578	15 HP	Filter replacement 2x/yr. vacuum 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. Chemical coil clean 2022 and 2024. ensure fresh air dampers close tightly on shutdown. Responsible for 1 fan motor replacement, per motor, over life of contract, subsequent replacements at T+M.		
1	Exhaust Fan #2 [for AHU#2] (Located in Upper Mechanical Room)	Trane	CF-40-A-1-SW-10- CCW-T-H		check belts, pulleys, and bearings, replace as required. Responsible for 1 motor changeout, as required, over life of contract. subsequent replacements at T+M.		
1	Roof Top Condensing Unit	Trane	RAUJC25EC	25 Ton	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. 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	Air Handling Unit #3 (located down at Shooting Range)	AAF	H22LPHVYA / 09-70350	8.5 HP	Filter replacement 2 times a year. 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. Chemical coil clean 2022 and 2024. ensure fresh air dampers close tightly on shutdown (after refurbishment - Damper and actuator replacement responsibility of City.) Note that these units will have trace amounts of lead inside them and in their filters; hence the filters must be handled with care and disposed properly according to provincial laws.		
1	Exhaust Fan #3 for shooting Range	AAF	G / 09-70350	3 HP	Rotate Filter media bank 2x/yr. Replace when required (City will buy new filter roll when used up). check belts,pulleys, and bearings. replace as required. Responsible for 1 motor changeout per motor, as required, over life of contract. Ensure OAD closes tightly on fan shutdown. (Damper and actuator replacement responsibility of City.)		
1	Heating Water Circulating Pump w/ VFD (P1) (mech Rm.)	Wilo	NL 2X1 25x8	2 HP	Ensure operational. Lubricate where applicable, repair or replace any failing parts. Responsible for 1 motor, bearing assembly, coupling changeout, as required, over life of contract. VFD repair on T+M		
1	Heating Water Circulating Pump w/ VFD (P2) (mech Rm.)	Wilo	NL 2X1 25x8	2 HP			
1	AHU #1 Circulating Pump (P3) (mech Rm.)		816032	3/4 HP	Ensure operational. Lubricate where applicable, repair or replace any failing parts. Responsible for 1 motor, bearing assembly, coupling changeout (per unit), as required, over life of contract.		
1	Boiler Recirc. Circulating Pump	Bell & Gossett	60 2x7	2 HP			
1	DHW Circulating Pump (P5) (mech Rm.)	Armstrong	816032	1/3 HP			
1	Heating Water Circ Pump (P12) (mech Rm.)	Armstrong	P57	1/2 hp			

1	Heating Water Circ Pump (P13) (mech Rm.)	Bell & Gossett	60-2AA B-33	1/2hp (31gpm 18' head)			
1	Hot Water Unit Heater in inner garage area	Trane	100P / 718137	30 MBH	Vacuum and chemically clean coil 1x/yr. Test operation. Lubricate where applicable, repair or replace any failing parts. Responsible for 1 motor changeout, as required, over life of contract.		
1	Hot Water Unit Heater in inner garage area	Trane	100P / 718137	30 MBH			
1	Hot Water Unit Heater in inner garage area	Trane	100P / 718137	30 MBH			
1	Hot Water Unit Heater in inner garage area	Trane	100P / 718137	30 MBH			
1	Exhaust Fan Top Roof (EX11)				replace belts, pulleys, and bearings as required. Responsible for 1 motor change per life of contract, subsequent replacements on T+M		
1	Exhaust Fan Lower west Roof				Determine if in use. Service on T+M		
1	Misc. Exhaust Fan				If extra fans are found and in use, notify City. service on T+M basis.		
1	Parking Garage Exhaust Fan (Located in Parking Garage) - starts when garage door is opened	Jenn	DOMEX	1/2 HP	Ensure operational. replace belts, pulleys, and bearings as required. Responsible for 1 motor change per life of contract, subsequent replacements on T+M		
1	Electrical Room Exhaust Fan (Located in Parking Garage) (E-5)	PENN	121SCW	1 HP			
1	Gas Detection Exhaust Fan (Located in Parking Garage) (E-8)	PENN	121SCW	1 HP			
1	Generator Room Exhaust Fan (Located in Parking Garage) (E-4A)	PENN	243BTD	3 HP			
1	Generator Room Exhaust Fan (Located in Parking Garage) (E-4A)	PENN	243BTD	3 HP			
1	Outdoor Condensing unit for Server Room , Located on Roof	Liebert minimate 2	PFC096A-YLO	8 ton	** Schedule service visit w/ city 1 day in advance **. Service check 4x/yr. check bearings and fan motor. During spring service, check operation, chemically clean outdoor coil. 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	indoor evaporator unit located in Server Room	Liebert minimate 2	MM095E-CHSHO	8 ton	** Schedule service visit w/ city 1 day in advance ** Service check 4x/yr. Replace filters 2x/yr. Ensure condensate drain is clear. Install drain maintenance chemical tabs supplied by city at spring start-up. Deep clean 2022, 2024.		
1	Water cooler Air Conditioner - located Server Room	Comfort-Aire by Aitons	WPC60-3	60,000 BTU	** Schedule service visit w/ city 1 day in advance **. Service check 4x/yr. replace filters 2x/yr. measure and record refrigerant pressure 1x/yr. Ensure condensate drain is clear. Install drain maintenance chemical tabs supplied by city at spring start-up. Chemically clean air coil fins 2022, 2024.		
1	Entryway Heater - Cabinet type, hot water - Main Front Entrance				Ensure operational. Vacuum and chemically clean coil 1x/yr. replace filters 2x/yr (if applicable) responsible for 1 motor change per unit per life of contract. Subsequent changes at T+M.		
1	Entryway Heater - Cabinet type, hot water - Side officer Entrance						
1	Entryway Heater - Cabinet type, hot water - back parking lot Entrance						
1	Entryway Heater - Cabinet type, hot water - Shooting Range						
1	Entryway Heater - Cabinet type, Electric Element - Main Side Entrance	Chromolox					
1	Fan forced, ceiling mounted hot water Heater - Report writing room.				Ensure operational. chemically clean coil 2022. Responsible for 1 motor change per unit per life of contract. Subsequent changes at T+M.		
1	Ductless Split outdoor unit - for Gym unit - located on roof	LG	LSU240HSV3	24,000 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 indoor head - located in Gym Area	LG	LSN240HSV3	24,000 btu	Clean filters 2 times/year. Ensure condensate drain clear / condensate pump functional. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024.		
1	Ductless Split outdoor unit - for Cell Area - located in parking garage	LG	LAN120HYV	12,000 btu	Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Annual leak Check and record. Compressor changes are at T+M		
1	Ductless Split indoor head - for Cell Area	LG	LAU120HYV	12,000 btu	Clean filters 2 times/year. Ensure condensate drain clear / condensate pump functional. Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2022, 2024.		
1	Cell 1				Vacuum exhaust grills 2x/yr. if specific cells are inaccessible during day of visit, Karl will do those cells himself		
1	Cell 2						
1	Cell 'Pink'						
1	Cell 'Tank'						
1	Cell 'Youth'						
1	Cell 6						
1	Cell 7						
1	Cell 8						
1	Cell 9						
1	Cell 10						
Lot	Exhaust and Air Return Grills	as required, if they are visually dirty, Vacuum and wipe down 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:	
Grant Harvey Center						Serviced by / Date
Qty	Component	Manufacturer	Model / Serial	Capacity	Service Required	
1	RTU-1	Munters	FreeDry1620-CW ERV	Air Flow: 16,000 cfm Moisture Removal (enthalpy wheel): 372 lb/hr (summer) CHW Coil:393,000 BTUH HW Coil: 968,000 BTUH Desiccant Wheel: 212 lb/hr 100%RA , 139 100% OA	Service 4x/yr - Filter change (January, March, September, November). Arena staff may perform additional changes, if required, during pollen season). Check belts, pulleys, and bearings, replace as required. damper lubrication and adjustment, ensure Heat Wheel operational. check refrigerant pressures, check compressors and fans operation. contractor responsible for 1 fan motor replacement, per fan, over life of contract. subsequent motor changes at T+M. all fans, VFD's, and compressor replacements are T+M. Annual refrigerant leak check and documentation if required by law.	
1	RTU-2	Munters	FreeDry9010-CW ERV	Air Flow: 9,000 cfm Moisture Removal (enthalpy wheel): 196 lb/hr (summer) CHW Coil:241,400 BTUH HW Coil: 548,200 BTUH Desiccant Wheel: 112 lb/hr 100%RA , 79 100% OA	Filter change (2x/yr). 4x/yr - check belts, pulleys, and bearings, replace as required. Damper lubrication and adjustment, ensure operation and replace any faulty electrical and mechanical parts, or control device, related to this equipment. Ensure condensate drain is not plugged. Responsible for 1 fan motor replacement per fan over life of contract, all subsequent replacements are at T+M. All fans, VFD's, and compressor replacements are T+M.	
1	AHU-3	McQuay	RDS800C	L/sec:4435 (supply), 3750 (return) CW Coil:95.15 kW (total), 58.88 (sensible) HW Coil:116.87 kW	Service on T+M upon request	
1	AHU-3 Humidifier	Nortec			2x/yr - Change filters. Chemically clean coil in 2022 & 2024, 1x/yr - lubricate blower motor assembly, and check ventilation air flow; check amp draw on fan and compressor (record). check	
1	HP101, Rm125C STU Mens Lounge	McQuay	WCCW4048BLYRS	48,000 BTUH		
1	HP102, Rm126 STU Fitness Area	McQuay	WCCW4048BLYRS	48,000 BTUH		
1	HP103 Rm129C STU Womens Lounge	McQuay	WCCW4048BLYRS	48,000 BTUH		

1	HP104 Rm107 Water Feature	McQuay	WCCW4019BEYRS	19,000 BTUH	compressor contactor & clean/replace as req'd. check pressures / temperatures on discharge and suction lines of compressor. flush condensate drain in spring, and replace any failing parts. Contractor not responsible for compressor replacements. contractor responsible for 1 fan motor replacement per life of contract, all other replacements are T+M . Wipe Down Exterior of unit.
1	HP105 Rm102 Front Ticket Area and Canteen	McQuay	WCCW4048BLYRS	48,000 BTUH	
1	HP106 Rm106 Front Lobby	McQuay	WCCW4048BLYRS	48,000 BTUH	
1	HP107 Rm106 Front Lobby	McQuay	WCCW4048BLYRS	48,000 BTUH	
1	HP108 Rm106 Front Lobby	McQuay	WCCW4048BLYRS	48,000 BTUH	
1	HP109 Rm111 Oly Zamboni	McQuay	WCCW4060BLYRS	60,000 BTUH	
1	HP110 Rm122 NHL Zamboni Room	McQuay	WCCW4060BLYRS	60,000 BTUH	
1	HP111 Rm118 back Lobby	McQuay	WCCW4024BFYRS	24,000 BTUH	
1	HP112 Rm114 Referig. Plant	McQuay	WCCW4060BLYRS	60,000 BTUH	
1	HP113 Rm126 Stu Fitness Area	McQuay	WCCW4048BLYRS	48,000 BTUH	
1	HP114 Rm103A Elevator Machine Room	McQuay	WCCW4024BFYRS	24,000 BTUH	
1	HP201 Rm 224 Storage	McQuay	WCCW4030BFYRS	30,000 BTUH	
1	HP202 Rm 214 Canteen	McQuay	WCCW4024BFYRS	24,000 BTUH	
1	HP203 Rm209 Community Room	McQuay	WCCW4036BFYRS	36,000 BTUH	
1	HP204 Rm208 Multi-purpose Room	McQuay	WCCW4036BFYRS	36,000 BTUH	
1	HP205 Rm201 North Lobby	McQuay	WCCW4060BLYRS	60,000 BTUH	
1	HP206 Rm201 Center Lobby	McQuay	WCCW4060BLYRS	60,000 BTUH	
1	HP207 Rm 201 South Lobby	McQuay	WCCW4060BLYRS	60,000 BTUH	
1	HP208 Rm 220 P.A. Room	McQuay	WCCW4012BEYRS	12,000 BTUH	
1	HP209 Rm201A North Lobby by Elevator	McQuay	WCCW4024BFYRS	24,000 BTUH	
1	HP210 Rm203	McQuay	WCCW4030BFYRS	30,000 BTUH	
1	HP211 Rm 210 Kitchen	McQuay	WCCW4048BLYRS	48,000 BTUH	
1	HRV Rm125J St. Thomas Mens Dressing Room	NU-Air	NU-1200	1200 CFM	2x/yr - Filter cleaning/replacement and vacuum inside of unit, check condensate drain to ensure it's clear. replacement of any failed parts. Wipe down exterior of unit. remove and clean core, 2022, 2025.
1	HRV Rm126 St. Thomas Fitness Area	NU-Air	NU-1200	1200 CFM	
1	HRV Rm129J St. Thomas Womens Dressing Room	NU-Air	NU-1200	1200 CFM	
1	Exhaust Fan EF-1 Oly Zamboni	Nederman			Ensure operational. Miaintenance and repairs on

	Room				T+M	
1	Exhaust Fan EF-2 NHL Zamboni Room	Nederman				
1	Exhaust fan EF-3 Rm210 Kitchen - unit on Roof	Greenheck	CUBE-141-7	745 L/sec	ensure operational. Inspect bearings, belts, and pulleys 2x/yr. replace each as required. Contractor responsible for 1 fan motor replacement per unit over life of contract, subsequent changes are on T+M.	
1	Exhaust Fan EF4 Rm210 Kitchen - unit on Roof	Greenheck	CUBE-101HP-4	235 L/sec		
1	Exhaust Fan EF-5 Rm119 Janitors Rm + Washer&Dryer				Ensure operational. Maintenance and repairs on T+M	
1	Transfer Fan TF-1 Rm103 Elevator Machine Room				controlled by Line Voltage T-Stats. ensure operational. Repair or replace failed electrical and mechanical parts. Contractor responsible for 1 fan motor replacement per unit over life of contract, subsequent changes are on T+M.	
1	Transfer Fan TF-2 Rm120 Electrical Room					
	Transfer Fan TF-3 Rm132 SUB-ELEC Room [front corner NHL]					
	Transfer Fan TF-4 Rm229 Press Box NHL Rink					
	Transfer Fan TF-5 Rm226 I.T. Closet					
1	Transfer Fan TF-6 Rm109 Netwrk Gr Rm [front corner OLY]					
1	P-1 Ice Kube Circ	Gould Base mount	5BF2G6B5	2hp	4x/yr - Check for leaks and record amperage draw. (1 visit within first 2 weeks of annual startup) Repair and replacement of these pumps is on a T+M basis. Maintain minimum 2 spares on site at all times. City will buy these spares directly from distributor. It is the City's intent to replace failed cast steel body circulators with bronze body pumps.	
1	P-2 Ice Kube Circ	Gould Base mount	5BF2G6B6	2hp		
1	P-3 Ice Kube Circ	Gould Base mount	5BF2G6B7	2hp		
1	P-4 Ice Kube Circ	Gould Base mount	5BF2G6B8	2hp		
1	P-5 Ice Kube Circ	Gould Base mount	5BF2G6B9	2hp		
1	P-6 Ice Kube Circ	Gould Base mount	5BF2G6B10	2hp		
1	P-7 Ice Kube Circ	Gould Base mount	5BF2G6B11	2hp		
1	P-8 Ice Kube Circ	Gould Base mount	5BF2G6B12	2hp		
1	P-9 Ice Kube Circ	Gould Base mount	5BF2G6B13	2hp		
1	P-10 Ice Kube Circ	Gould Base mount	5BF2G6B14	2hp		
1	P-11 Ice Kube Circ	Gould Base mount	5BF2G6B15	2hp		
1	P-12 Ice Kube Circ	Gould Base mount	5BF2G6B16	2hp		
1	P-13 Ice Kube Circ	Gould Base mount	5BF2G6B17	2hp		

1	P-14 Ice Kube Circ	Gould Base mount	5BF2G6B18	2hp		
1	P-15 Ice Kube Circ	Gould Base mount	5BF2G6B19	2hp		
1	P-16 Ice Kube Circ	Gould Base mount	5BF2G6B20	2hp		
1	P-17 Ice Kube Circ	Gould Base mount	5BF2G6B21	2hp		
1	P-18 Ice Kube Circ	Gould Base mount	5BF2G6B22	2hp		
1	P-19 Ice Kube Circ	Gould Base mount	5BF2G6B23	2hp		
1	P-20 Ice Kube Circ	Gould Base mount	5BF2G6B24	2hp		
1	P-21 Ice Kube Circ	Gould Base mount	5BF2G6B25	2hp		
1	P-22 Ice Kube Circ	Gould Base mount	5BF2G6B26	2hp		
1	P-23 Ice Kube Circ	Gould Base mount	5BF2G6B27	2hp		
1	P-24 Ice Kube Circ	Gould Base mount	5BF2G6B28	2hp		
1	P-25 Ice Kube Circ	Gould Base mount	5BF2G6B29	2hp		
1	P-26 Ice Kube Circ	Gould Base mount	5BF2G6B30	2hp		
1	P-27 Ice Kube Circ	Gould Base mount	5BF2G6B31	2hp		
1	P-28 Ice Kube Circ	Gould Base mount	5BF2G6B32	2hp		
1	P-29 Geothermal / Fluid Cooler	B&G Base mount	5EBF	30 HP	4x/yr - Check for leaks and record amperage draw. report any abnormal vibrations. Contractor responsible for 1 motor + 1 bearing assembly + 1 coupling replacement for each unit over life of contract, subsequent replacements & repairs are at T+M. Ensure there is a replacement on site for each pump, motor, and coupling.	
1	P-30 Geothermal / Fluid Cooler	B&G Base mount	5EBF	30 HP		
1	P-31 Heat pump loop	B&G Vertical inline	4x4x9-1/2	10 hp		
1	P-32 Heating loop	B&G Vertical inline	3BC	7.5 hp		
1	P-33 Heating loop	B&G Vertical inline	3BC	7.5 hp		
1	P-34 NHL Heating	B&G Vertical inline	2x2x7	3hp		
1	P-35 Olympic Heating Layer	B&G Vertical inline	2-1/2x2-1/2x9-1/2B	5hp		
1	P-36 NHL Buffer Circulation	B&G Horiz Base mount	2-1/2 AB	3hp		
1	P-37 NHL Buffer Circulation	B&G Horiz Base mount	3AC	3hp		
1	P-38 RTU Chilled water loop	B&G Vertical inline	2-1/2x2-1/2x7	3 hp		
1	P-39 NHL Cooling Slab	B&G Horiz Base mount	3AC	5hp		
1	P-40 NHL Cooling Slab	B&G Horiz Base mount	3AC	5hp		
1	P-41 OLY Cooling Slab	B&G Horiz Base mount	3AC	5hp		

1	P-42 OLY Cooling Slab	B&G Horiz Base mount	3AC	5hp			
1	P-43 DHW circulator	B&G circ 60 Bronze	2x2x51/4	0.75 hp			
1	P-44 DHW circulator	B&G circ 60 Bronze	2x2x51/4	0.75 hp			
1	P-45 DHW circulator	B&G circ 60 Bronze	1-1/2x1-1/2x5-1/4	0.5 hp			
1	P-46 flood water circulator	B&G circ 60 Bronze	1-1/2x1-1/2x5-1/4	0.5 hp			
1	P-47 flood water circulator	B&G circ 60 Bronze	1-1/2x1-1/2x5-1/4	0.5 hp			
1	P-48 RTU heating loop	B&G Vertical inline 80	5x5x7	7.5 hp			
1	DHW Circ @ HHWR-1 tank	B&G	PL-55B	Fractional	Ensure operational. Replacement on T+M		
1	DHW Circ @ FFWR-1 tank	B&G	PL-55B	Fractional			
Lot	Circulating pumps	check spares inventory to ensure we have complete replacement pump+motor assemblies for all units. Ensure all spare units tagged with replacement unit number. Ensure we have adequate inventory of motors, couplings, and bearing assemblies, etc.					
1	Kube-1 Ice Making heat pump	Ice Kube Systems	IKS450IRCH35	473,000 BTUH	2x/yr - Inspect for Dynalene leaks. Check refrigerant pressures & record. Confirm operation of compressor crank case heaters. Annual Refrigerant Leak Check w/ documentation.) Annual inspection of contactor contacts and cleaning/replacement as required. Contractor not responsible for compressor replacements only, all other parts replacement is 1 replacement per part over life of contract, second and subsequent part replacement is at T+M.		
2	Kube-2 Ice Making heat pump	Ice Kube Systems	IKS450IRCH35	473,000 BTUH			
3	Kube-3 Ice Making heat pump	Ice Kube Systems	IKS450IRCH35	473,000 BTUH			
4	Kube-4 Ice Making heat pump	Ice Kube Systems	IKS450IRCH35	473,000 BTUH			
5	Kube-5 Ice Making heat pump	Ice Kube Systems	IKS450IRCH35	473,000 BTUH			
6	Kube-6 Ice Making heat pump	Ice Kube Systems	IKS450IRCH35	473,000 BTUH			
7	Kube-7 Ice Making heat pump	Ice Kube Systems	IKS450IRCH35	473,000 BTUH			
8	Kube-8 Ice Making heat pump	Ice Kube Systems	IKS450IRCH35	473,000 BTUH			
9	Kube-9 Ice Making heat pump	Ice Kube Systems	IKS450IRCH35	473,000 BTUH			
10	Kube-10 Ice Making heat pump	Ice Kube Systems	IKS450IRCH35	473,000 BTUH			
11	Kube-11 Ice Making heat pump	Ice Kube Systems	IKS450IRCH35	473,000 BTUH			
12	Kube-12 Ice Making heat pump	Ice Kube Systems	IKS450IRCH35	473,000 BTUH			
13	Kube-13 Ice Making heat pump	Ice Kube Systems	IKS450IRCH35	473,000 BTUH			
14	Kube-14 Ice Making heat pump	Ice Kube Systems	IKS450IRCH35	473,000 BTUH			
15	Kube-15 DHW heat pump	Ice Kube Systems	KS 450 DW BS	473,000 BTUH			
16	Kube-16 Flood Water heat pump	Ice Kube Systems	KS 288 DW BS	?? 300,000BTU/H			

1	Dry Cooler (Roof)				2x/yr - ensure all 12 fans are operational. Check and tighten all electrical connections at unit, and in power disconnect in mechanical room. Responsible for 1 motor replacement for each fan per life of contract. All subsequent replacements are T+M. Inspect and clean fan contactor contacts 1x/yr., replace contactors as required.	
1	Rehau Heating Manifold, Located between D.R. 8 and 10	Rehau	11 port		inspect for leaks 2x/yr. report leaks or signs of corrosion.	
1	Rehau Heating Manifold, Located: Officials Room	Rehau	8 port			
1	Rehau Heating Manifold, Located: Dressing Room 7	Rehau	4 port			
1	Rehau Heating Manifold, Located: Dressing Room 5	Rehau	8 port			
1	Rehau Heating Manifold, Located: between D.R. 5 and 7	Rehau	11 port			
1	Rehau Heating Manifold, Located: between D.R. 2 and 4	Rehau	11 port			
1	Rehau Heating Manifold, Located: DR1 storage Room	Rehau	8 port			
1	Rehau Heating Manifold, Located: Main Entrance	Rehau	2 port & 5 port			
1	Rehau Heating Manifold, Located: Back Lobby	Rehau	4 port			
1	Rehau Heating Manifold, Located: Back Entrance	Rehau	2 port			
1	Rehau Heating Manifold, Located: STU Gym	Rehau	8 port			
1	Rehau Heating Manifold, Located: STU Womens Shower	Rehau	6 port			
1	Rehau Heating Manifold, Located: STU Wms Entrance	Rehau	2 port			
1	Rehau Heating Manifold, Located: STU Mens Shower	Rehau	6 port			
1	Rehau Heating Manifold, Located: STU Mens Entrance	Rehau	2 port			
1	Rehau Heating Manifold, Oly, under middle Bleacher	Rehau	4 port			
1	Rehau Heating Manifold, Oly, under west Bleacher	Rehau	2 port			

1	Rehau Heating Manifold, Oly, under east Bleacher	Rehau	4 port			
1	Rehau Heating Manifold, Located: Oly, under far east bleacher	Rehau	4 port			
1	Rehau Heating Manifold, Located: NHL Track SW corner	Rehau	9 port			
1	Rehau Heating Manifold, Located: NHL Track SE corner	Rehau	6 port			
1	Rehau Heating Manifold, Located: NHL Track NE corner	Rehau	7 port			
1	Rehau Heating Manifold, Located: NHL Track NW corner	Rehau	7 port			
1	Rehau Heating Manifold, Located: STU weight room	Rehau	8 port			
1	Pressure Make-up tank - Dynalene - Mech Rm Ground Floor (Heating + Cooling loops)	Calefactio	GMP18	18 Gal Storage. 1.6gpm Pump	Ensure tank levels are adequate and unit has electrical power.	
1	Pressure Make-up tank - Dynalene - Mech Rm. Ground Floor (DHW loop)	Calefactio	GMP18	18 Gal Storage. 1.6gpm Pump		
1	Pressure Make-up tank - Dynalene - Mech Rm Second Floor (Geothermal loop)	Calefactio	GMP18	18 Gal Storage. 1.6gpm Pump		
1	Pressure Make-up tank - Glycol - Mech Rm Second Floor (Underslab Heating loops)	Calefactio	GMP18	18 Gal Storage. 1.6gpm Pump		
1	Walk In Freezer in Kitchen / Condenser on roof	Tecumseh			1x/yr - Ensure drain line is clear. Chemically Clean coil of outdoor condenser. Clean coil of indoor Evaporator in year 2022 & 2024. Repairs @ T+M if requested by City.	
1	Kitchen standup fridge	TRUE			coil clean and vacuum condenser 1x/yr.	
1	Kitchen standup fridge					
1	Kitchen standup fridge	Pepsi				
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:	
Mitch Clarke Park						Serviced by/Date
Qty	Component	Manufacturer	Model / Serial	Capacity	Service required	
1	Ice Plant Chiller	Trane	Model: RTAC 1405 UY0N UAGN L1TY 1DDN NC5U N10A R0FX N Serial: U13E06514	140 Ton, 2 circuits @ 165lbs each - R134A.	Chemically clean inside and outside of condenser coil 2023, 2025. Check electrical connections & Refrigerant Leak Check + documentation 1x/yr. test condensor fans. Seasonal startup and functionality check (Allow 4 hours) each fall. Responsible for 2 condenser fan motor replacements over life of contract. all subsequent motor replacements are at T+M. contractor not responsible for compressor or electronic board replacements upon failure.	
1	Ice Pad Glycol heat transfer fluid Pump				Ensure operational. Lubricate as required. Contractor responsible for 1 motor or motor beatings + 1 coupling / bearing assembly replacement over life of contract, subsequent replacements at T+M. (only 1 replacement for both pumps, not 1 replacement for each pump).	
1	Ice Pad Glycol heat transfer fluid Pump					

		Awarded Contractor:			Price:				
Old Transit							Serviced by/Date		
Qty	Component	Manufacturer	Model / Serial	Capacity	Service required				
1	Air Handling Unit - serves office Area	Daikin	CAH006GDAC	3 HP	Filter replacement 2x/yr. vacuum debris from Mixing plenum. check Belts, pulleys and all 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 & test condensate pump. Chemically clean coil 2023. Ensure fresh air dampers close tightly on shutdown. responsible for 1 fan motor change per life of contract. All subsequent fan motors and VFD at T+M.				
1	AHU Condensor - for Office Area AHU	Daikin			Start up and ensure operation at the beginning of the cooling season, check and record refrigerant pressures and temperatures. Check amp draws and electrical connections. Check all bearings. Chemically clean coil 1x/yr. Replace or repair any failing parts. responsible for 1 condenser fan motor over life of contract. additional fan motors & compressor changes at T+M. Annual refrigerant leak check & Documentation.				

1	NG Boiler	Trinity	LX-600	600 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 2022, 2024. Clean heat exchanger and check boiler venting. Replace any failing electrical, Mechanical, and controls parts. ensure combustion air damper closes when boiler is off. Contractor not responsible for replacement of cracked hx's or boiler firing chamber.				
1	Circulating pump (P1) Boiler Loop				Ensure operational. Replace upon failure. Responsible for 1 complete unit change per life of contract, all subsequent changes at T+M				
1	Circulating pump (P2) Building Loop				Lubricate as required, replace or repair upon failure. Responsible for 1 motor and 1 bearing assy. change per life of contract, all subsequent changes at T+M				
1	Humidifier	Nortec	NHP		Currently shut off, No Service Required				
1	Exhaust Fan - Washroom Ex. Fan above boiler room				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	Exhaust Fan - Bus tailpipe exhaust. Located on top of paint booth.	Greenheck	13-BISW-21-10-II		Ensure operational (control switch at entrance door from outside). 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	Exhaust Fan - Paint Booth (on top of booth)			7.5 HP (3-B95 belts)	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	Exhaust Fan - Side Wall of 'Police Storage bay'				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	40' radiant tube heater - bus bay	Superior	TX Series	100,000 BTUH	Ensure operational. Check the integrity of the tube especially at the joints, check the exhaust and intake for blockage, check the blowers. Repair or replace any failing parts.				
1	40' radiant tube heater - bus bay	Superior	TX Series	100,000 BTUH					
1	40' radiant tube heater - bus bay	Superior	TX Series	100,000 BTUH					
1	40' radiant tube heater - bus bay	Superior	TX Series	100,000 BTUH					
1	40' radiant tube heater - warehouse	Superior	TX Series	100,000 BTUH					
1	40' radiant tube heater - warehouse	Superior	TX Series	100,000 BTUH					
1	40' radiant tube heater - warehouse	Superior	TX Series	100,000 BTUH					
1	40' radiant tube heater - warehouse	Superior	TX Series	100,000 BTUH					
1	40' radiant tube heater - Police Storage	Superior	TX Series	100,000 BTUH					
1	40' radiant tube heater - Police	Superior	TX Series	100,000 BTUH					

	Storage								
1	40' radiant tube heater - Police Storage	Superior	TX Series	100,000 BTUH					
1	Hot water unit heater on mezzanine outside boiler room				Ensure operational. Chemically clean coil 2022. Responsible for 1 fan motor change per unit over life of contract, all subsequent changes at T+M				
1	Hot water unit heater on mezzanine outside boiler room								
1	Paint Booth Air Handling Unit (located Outdoors)	Bousquet Technologies	SDM-200-LH-THD-LMN-C-MV	Min: 86,000 BTUH, Max: 2,170,000 BTUH	Filter replacement 4x/yr., Check belts, pulleys, and all bearings. (belt change minimum 2022, 2024, or upon failure), lubricate where applicable, 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	Ductless Split outdoor unit	LG	LMU24CHV	24,000 btu	Spring service, check operation. Check Electrical connections. 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 On warranty from BG Services until 2025. Annual refrigerant leak check & documentation				

1	Ductless Split indoor head - bus dispatch	LG	LMCN097HV ceiling cassette (please verify on first visit)	9,000 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. install new batteries in remote 1x/yr. On warranty from BG Services until 2025.				
1	Ductless Split indoor head - bus driver kitchen	LG	LMCN097HV ceiling cassette (please verify on first visit)	9,000 btu					
1	Ductless Split indoor head - bus driver gym	LG	LMCN097HV ceiling cassette (please verify on first visit)	9,000 btu					
1	DHW Heater - Electric	Giant		4500W max.	no service required - NBPower rental				
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:	
Parks and Trees Depot						Serviced by/Date
Qty	Component	Manufacturer	Model#	Capacity	Service required	
1	Natural Gas Unit Heater - Located in west bay Room 103	Trane	GHND012AD6		Ensure operational in fall. Replace any failing controls parts or safety valves, clean and calibrate burner.	
1	Natural Gas Domestic Hot Water Heater - Boiler Room	John Wood	JW65-95PED		Ensure operational. Replace any failing controls parts or safety valves, clean and calibrate burner.	
1	Natural Gas Heating Boiler - Boiler Room	VIESSMANN	Vitogas 100 GS10		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 annually, alternate between boilers. Clean heat exchanger and check boiler venting. Replace any failing control parts. Ensure fresh air makeup and exhaust dampers operate as required when boiler(s) on, and that they close tightly. Wipe down top of unit.	
1	Natural Gas Heating Boiler - Boiler Room	VIESSMANN	Vitogas 100 GS10			
1	Exhaust Fan EF-1 West Bay. Sidewall mount dome type ex. Fan - controlled by spring wound timer at west man-door				Ensure operational. Check belts, pulleys, and bearings. Replace as required, replace any failing electrical and Mechanical parts. Responsible for 1 electric motor change per life of contract, all subsequent changes at T+M. (as applicable - ensure associated dampers open when fan starts, and close tightly when it is shut down)	
1	Exhaust Fan EF-4 - Main Bay - sidewall mount. controlled via gas detection system + override spring wound timer					
1	Exhaust fan 'EF6' sidewall mount. serves R102 carpenter shop. Installed after original construction. Controlled from Eaton Breaker on column.					
1	Exhaust Fan EF-2 R104 Chemical Storage Room. Controlled on timer outside entrance door					Ensure operational. Check belts, pulleys, and bearings. Replace as required, replace any failing electrical and Mechanical parts. Responsible for 1 electric motor change per life of contract, all subsequent changes at T+M. (as applicable - ensure associated dampers open
1	Exhaust Fan EF-3 R106 Electrical Room. Controlled by line voltage thermostat					

1	Exhaust Fan EF5 (Boiler Room)	Cook	120 SQN		when fan starts, and close tightly when it is shut down)	
1	Heating Circulator C1 (for Boiler 1)	B&G	PL-30	180W 1.4A	Replacement or refurbishment of all failing parts, lubrication where applicable. Only responsible for 1 motor/coupling/bearing assembly/pump replacement per unit for life of contract, all other replacements are T+M	
1	Heating Circulator C2 (for Boiler 2)	B&G	PL-30	180W 1.4A		
1	Heating Circulator C3 - located inside entrance door at 8' level	B&G	PL-30	180W 1.4A		
1	Heating Circulator C4 - located inside entrance door at 8' level	B&G	PL-30	180W 1.4A		
1	Heating Circulator C5 - located on back wall at 8' level	B&G	PL-30	180W 1.4A		
1	Heating Circulator C6 - located on back wall at 8' level	B&G	PL-30	180W 1.4A		
1	Heating Circulator C7 for AHU heating coil	B&G	NRF-22	Fractional HP		
1	DHW Circulator C8 (Boiler Rm) - above DHW tank					
1	AHU c/w Hot Water Heating Coil and D/X Cooling Coil	Trane	M- Series	10 HP	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 electric motor change per motor over life of contract, all subsequent changes at T+M.	
1	Return Fan	Cook	15QMXH 1500MX		lubricate where applicable, ensure proper pulley alignment. replace belts and bearings as required, replace any failing parts. Responsible for 1 electric motor change per life of contract, all subsequent changes at T+M. ensure damper closes on fan shutdown	

1	AHU Condensing Unit	Trane		7.5 HP	Start up and ensure operation at the beginning of the cooling season, check refrigerant pressures, and temperatures. check amp draws and electrical connections. Check all bearings. Chemically clean coil. replace or repair any failing parts. Armaflex repair/replacement as required at T+M. annual refrigerant leak check and documentation.	
1	HRV	VENMAR	HRV600IEPWMSN		Clean or replace filters + vacuum unit spring and Fall. Wash core 2022, 2025, replacement of any failed Mechanical, electrical, or control parts. Ensure dampers close tightly when unit is off. Wipe down entire unit. contractor responsible for 1 motor replacement per failed motor over life of contract, subsequent changes at T+M.	
1	Hot Water Unit Heater H1 - Boiler Room				Ensure operational. Repair or replace failed electrical or mechanical parts	
1	Hot Water Unit Heater - Office Main Entrance				Vacuum unit each fall. Change/wash filter as applicable. Ensure operational. Repair or replace failed electrical or mechanical parts	
1	Hot Water Unit Heater - Office Back Entrance					
lot	ductwork fire dampers in Boiler Room				Check during spring service to ensure they are all open. Contractor not responsible for replacement.	
lot	Spring 2022 & Spring 2025 - mechanical room 201 - wipe down top of boilers, fans, and ductwork					
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.	
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		Awarded Contractor:		Price:	
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Pollution Control Administration Building						Serviced by/Date
Qty	Component	Manufacturer	Model / Serial	Capacity	Service required	
1	RTU	Lennox	KHA092546	7.5 ton	Filter change 2x/yr. check belts, pulleys, and bearings. replace when required. change fan belt each fall. Ensure dampers close tightly when fan shut down. Responsible for 1 motor replacement per each motor over life of contract, subsequent replacements at T+M. check and tighten wiring terminals and clean main heating coil contactor and fan contactor contacts 1x/yr. Spring start-up - perform annual leak check and documentation.	
1	Dome type exhaust fan - Located on roof				Ensure operational. Check belts, pulleys, and bearings. Repair and replace as necessary. Responsible for 1 motor change per unit over life of contract, all subsequent changes at T+M.	
1	Laundry Dryer Exhaust System	2x/yr.- disconnect duct off of back of dryer and vacuum. Inspect aux. lint trap, vacuum if required. Ensure exhaust airflow to roof when dryer is on.				
lot	Electric Heating Components				No preventative maintenance required. Repair on time and material basis, if requested.	

Awarded Contractor:

Price:

Pollution Control UV Building

Serviced by/Date

Qty	Component	Manufacturer	Model / Serial	Capacity	Service required	
1	Ductless split outdoor unit (outside control room area)	Mitsubishi	PUZ-A42NLA2	42,000 BTU	Unit is in operation from May 1 through October 31st, startup service must be performed in April each year. Spring service, check operation. Chemically clean outdoor coil. Annual Refrigerant leak check and documentation if required by law. Contractor not responsible for compressor or electronic board replacements.	
1	Ductless split indoor unit - cassette type (control room area)	Mitsubishi		42,000 BTU	Clean filters 2x/yr (Startup and mid summer). Ensure condensate drain clear / condensate pump functional (if applicable). Install drain maintenance chemical tab supplied by city at spring start-up. Deep clean 2024.	
1	Wedeco Electric Distribution unit with Self-contained AC Unit (control room area)	Rittal	SK-3329544		Unit is in operation from May 1 through October 31st, startup service must be performed in April each year. Filter cleaning / change 2x/yr (Startup and mid summer). Responsible for 1 fan motor change per fan over 5 year contract, subsequent changes at T+M. ensure operational. check electrical terminals and wiring connections. wipe down exterior of unit. Contractor not responsible for compressor or electronic board replacements.	
1	Wedeco Electric Distribution unit with Self-contained AC Unit (control room area)	Rittal	SK-3329544		Unit is in operation from May 1 through October 31st, startup service must be performed in April each year. Filter cleaning / change 2x/yr (Startup and mid summer). Responsible for 1 fan motor change per fan over 5 year contract, subsequent changes at T+M. ensure unit is controlling properly in relation to Rittal AC unit. wipe down exterior of unit.	
1	Heat Recovery Ventilator (Process Area)	van-EE			Unit is in operation from May 1 through October 31st, startup service must be performed in April each year. Filter cleaning / change 2x/yr (Startup and mid summer). Responsible for 1 fan motor change per fan over 5 year contract, subsequent changes at T+M. ensure unit is controlling properly in relation to Rittal AC unit. wipe down exterior of unit.	

1	Electric construction heater - ceiling mount - located in Control Area				Ensure operational each fall. Ensure thermostat is adequately set. Responsible for 1 fan motor replacement per unit over 5 year contract, subsequent replacements at T+M.
1	Electric construction heater - ceiling mount - located in Process Area				
1	Electric construction heater - ceiling mount - located in Process Area				

Awarded Contractor:

Price:

Pollution Control Pump Station 1 Building

Serviced by/Date

Qty	Component	Manufacturer	Model / Serial	Capacity	Service required	Serviced by/Date
1	(new) Exhaust Fan - located on roof - controlled by SCADA)				Ensure Operational. Check belts, pulleys, 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	(old) Exhaust Fan - located on roof - controlled by ?? - verify)				This unit is abandoned. If reinstated, service will be at T+M when requested by City	

Awarded Contractor:

Price:

Pollution Control Blower Building						Serviced by/Date
Qty	Component	Manufacturer	Model / Serial	Capacity	Service required	
1	Exhaust Fan - sidewall mount - Located in Blower Area - controlled by ON/OFF switch				Ensure Operational. Check belts, pulleys, 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	Inline Exhaust Fan - Located in Blower Area main floor - controlled by ON/OFF switch. Pulls air off of basement floor.	Penn Ventilator Canada	REX08		Ensure Operational. Check motor and bearings. replace as required. Contractor is responsible for 1 complete fan assembly change over life of contract, all subsequent changes are at T+M.	
1	ventilation air intake louver w/ Honeywell actuator - located in Blower Area				Ensure operational. Ensure dampers close tightly on fan shutdown. Lubrication as required. Damper actuator replacement at T+M, if repairs requested.	
1	Electric construction heater - ceiling mount - located in Blower Area - line voltage thermostat				Ensure operational each fall. Ensure thermostat is adequately set. Responsible for 1 fan motor replacement per unit over 5 year contract, subsequent replacements at T+M.	
1	Electric construction heater - ceiling mount - located in Blower Area - line voltage thermostat					
1	Electric construction heater - ceiling mount - located in Blower Area - line voltage thermostat					
1	Electric space heater - located in Splitter Area upstairs - Onboard thermostat	Oulette			Ensure operational each fall. Ensure thermostat is adequately set.	
1	Electric space heater - located in Splitter Area downstairs - Line Voltage thermostat					
1	Exhaust Fan - located on roof (painted grey) - controlled by Line Voltage thermostat.				Ensure Operational. Check belts, pulleys, 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.	

Awarded Contractor:

Price:

1	ventilation air intake dampers w/ Belimo Actuator (tagged EF1) - controlled by same Line Voltage thermostat as exhaust fan.				Ensure operational. Ensure dampers close tightly on fan shutdown. Lubrication as required. Responsible for 1 Damper actuator replacement over 5 year contract. Subsequent replacements at T+M.	
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Pollution Control Operations Building						Serviced by/Date
Qty	Component	Manufacturer	Model / Serial	Capacity	Service required	
1	RTU	Engineered Air	LM8/K0/HRP	7600 cfm	Filter replacement 2x/yr. (requires Camfil filters to reduce events of collapsing). check belts, pulleys, and bearings. Change belts each fall, replace pulleys and bearings as required. replace any faulty electrical, mechanical, or controls part related to this equipment. Ensure dampers close tightly when fan shut down. Lubricate where applicable. Responsible for 1 motor replacement per each motor over life of contract, subsequent replacements at T+M	
1	Dust Collector Exhaust Fan	N.R. Murphey		20 hp	Replace any faulty electrical, mechanical, or controls part related to this equipment. Lubricate where applicable, belt changes 2x/yr.	
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. Annual refrigerant leak and documentation.	
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 2024.	
1	Electric construction heater - ceiling mount - located in Shop Area - controlled by SCADA control system				Ensure operational each fall. Ensure thermostat is adequately set. Responsible for 1 fan motor replacement	

1	Electric construction heater - ceiling mount - located in Shop Area - controlled by SCADA control system				per unit over 5 year contract, subsequent replacements at T+M.	
1	Electric construction heater - ceiling mount - located in Confined space storage area - line voltage thermostat					
1	Electric construction heater - ceiling mount - located in washroom - line voltage thermostat					

		Awarded Contractor:					Price:	
Pollution Control Headworks Building							Serviced by/Date	
Qty	Component	Manufacturer	Model / Serial	Capacity	Service required			
1	ventilation air supply fan - mounted on side wall				Ensure operational. check belts, pulleys, and bearings. Replace as necessary. Ensure dampers close tightly on fan shutdown. Lubrication as required. Damper actuator replacement at T+M, if repairs requested.			
1	sidewall exhaust air louvers				Ensure operational. Ensure dampers close tightly on fan shutdown. Lubrication as required. Damper actuator replacement at T+M, if repairs requested.			
1	Electric construction heater - located in electrical room - line voltage thermostat	Titan			Ensure operational each fall. Ensure thermostat is adequately set. Responsible for 1 fan motor replacement per unit over 5 year contract, subsequent replacements at T+M.			
1	Electric construction heater - located above air intake fan.				out of commission. Service at T+M if requested			

		Awarded Contractor:		Price:		
Pollution Control Chlorine Building						Serviced by/Date
Qty	Component	Manufacturer	Model / Serial	Capacity	Service required	
1	Exhaust Fan EF2 - sidewall mount - controlled by chlorine detection system, with override in control room area - (Located in Process Area, (low, in wall))				Ensure Operational. Check belts, pulleys, 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 EF2 - sidewall mount - controlled by ON/OFF switch - (Located in Process Area - High in wall)				Ensure Operational. Check belts, pulleys, 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	Barometric damper on air intake - Process area, low in wall opposite fans				lubricate as required to ensure it opens fully and closes tightly	
1	Exhaust Fan - sidewall mount - located in electrical room - controlled by ON/OFF switch - (located in control area)				Ensure Operational. Check belts, pulleys, 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.	

		Awarded Contractor:		Price:	
Pollution Control Screening Building					Serviced

1	ventilation air intake louver (located in control area)				Ensure operational. Ensure dampers close tightly on fan shutdown. Lubrication as required. Responsible for 1 Damper actuator replacement over life of contract, subsequent changes are at T+M
1	Electric construction heater - ceiling mount - line voltage thermostat				Ensure operational each fall. Ensure thermostat is adequately set. Responsible for 1 fan motor replacement per unit over 5 year contract, subsequent replacements at T+M.
1	Electric construction heater - ceiling mount - line voltage thermostat				
1	Electric construction heater - ceiling mount - line voltage thermostat				
1	Electric construction heater - ceiling mount - line voltage thermostat				

Qty	Component	Manufacturer	Model / Serial	Capacity	Service required
1	Ductless Split outdoor unit -	Daikin		18,000 btu	Service 2x/yr., check operation. Check tightness on wire terminals. Leak check 1x/yr, if required by law.
1	Ductless Split indoor head - Cassette type unit	Daikin		18,000 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 2024.
1	Electric construction heater - ceiling mount -Onboard thermostat	Reznor			Ensure operational each fall. Ensure thermostat is adequately set. Responsible for 1 fan motor replacement per unit over 5 year contract, subsequent replacements at T+M.
1	Dome type exhaust fan - mounted on side wall				Ensure Operational. Check belts, pulleys, 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	Electric construction heater - ceiling mount -	Ruffneck			Ensure operational each fall. Ensure thermostat is adequately

1	Electric construction heater - ceiling mount -	Ruffneck			set. Responsible for 1 fan motor replacement per unit over 5 year contract, subsequent replacements at T+M.
1	Electric construction heater - ceiling mount -	Ruffneck			
1	Energy Recovery Ventilator - control area, in ceiling space				wash filters, vacuum inside, and wipe down exterior surfaces of unit 2x/yr. 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

Royal Road Fire Station						Serviced by/Date
Qty	Component	Manufacturer	Model#	Capacity	Service required	
1	Forced Air Furnace - West Bay	Lennox	ES4-25-1	85,300 BTUH	Ensure operational. Filter replacement 2x/yr. check belts, pulleys, and bearings - replace as required. Lubricate where applicable, replace any faulty electrical and mechanical parts related to this equipment. Responsible for 1 fan motor replacement over the life of the contract. subsequent motor changes are at T+M.	
1	Forced Air Furnace - East Bay	Lennox	ES4-25-1	85,300 BTUH		
1	Heat Recovery Ventilator - East Bay	van-EE	Gold Series		wash filters, vacuum inside, and wipe down exterior surfaces of unit 2x/yr. 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 - East Washroom - controlled by 30 minute PB Timer				Ensure operational. Wipe down / Vacuum grill 1x/yr. repairs at T+M.	
1	Exhaust Fan -Main Washroom - controlled by Horz. Light Switch					
1	Electric Construction Heater - West Bay (front)				Ensure operational, and unit is powered. Service at T+M if required.	
1	Electric Construction Heater - West Bay (back)					
1	Ductless Split outdoor unit	LG	LAU120HYV	12,000 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 changes are at T+M On warranty from BG Services until 2026	
1	Ductless Split indoor head. in Hallway, Captains Side	LG	LAN120HYV	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 2022, 2025. On warranty from BG Services until 2026	

1	Ductless Split outdoor unit	LG	LMU36CHV	36,000 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 On warranty from BG Services until 2026	
1	Ductless Split indoor head, Kitchen	LG	LMCN125HV	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 2022, 2025. On warranty from BG Services until 2026	
1	Ductless Split indoor head, Gym	LG	LMCN125HV	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 2022, 2025. On warranty from BG Services until 2026	
1	Ductless Split indoor head, Dorm	LG	LMCN125HV	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 2022, 2025. On warranty from BG Services until 2026	
1	Nederman truck tailpipe Exhaust fan				No regular maintenance required. City may request service @ T+M	

Saint Mary's Depot

Qty	Component	Manufacturer	Model / Serial	Capacity	Service Required	Serviced by/Date
1	Natural Gas Boiler	Viessmann Vitodens 200-W	B2HA 150	495,000btuh	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 boiler's flame rod annually (alternate yearly). Clean heat exchanger and check boiler venting. Replace any failing parts under contract, except electronic boards and failed burner chambers or HX's, which are not responsibility of contractor..	
1	Natural Gas Boiler	Viessmann Vitodens 200-W	B2HA 150	495,000btuh		
1	Heating Water Circulating pump	Armstrong		1/3 HP	Ensure operational. lubricate where applicable, replace any failing parts. Contractor is only responsible per each circulator: 1 motor/pump replacement during the 5 year contract, and 2 bearing assemblies / couplings per pump during contract. Subsequent replacements are chargeable T+M.	
1	Heating Water Circulating pump	Armstrong		1/3 HP		
1	Heating Water Circulating pump	Armstrong		1/3 HP		
1	Heating Water Circulating pump	Armstrong		1/3 HP		
1	Heating Water Circulating pump	Armstrong w/ Baldor Motor		3/4 HP		
1	Heating Water Circulating pump	Armstrong w/ Baldor Motor		1 HP		
1	Heat Pump DHW tank	A.O. Smith	HPTU-66N 120	66 USG, 9000w electric. Approx. 7000btu heat pump	Wash air intake filters on top of unit 4x/yr. Repairs are chargeable T+M. unit new 2020, 10 year tank and parts warranty	
1	Ceiling mounted hydronic unit heater - Weld Shop: Northwest			34.3MJ (32.5MBTU)	Ensure Operational. Chemically clean coils 1x/yr. responsible for 1 fan motor replacement per unit for life of contract, all subsequent replacements are on T+M.	
1	Ceiling mounted hydronic unit heater - Weld Shop: Northeast			34.3MJ (32.5MBTU)		
1	Ceiling mounted hydronic unit heater - Weld Shop: Southwest			34.3MJ (32.5MBTU)		
1	Ceiling mounted hydronic unit heater - Weld Shop: Southeast			34.3MJ (32.5MBTU)		
1	Ceiling mounted hydronic unit heater - Location Rm 18 (controlled through BAS)					
1	Ceiling mounted hydronic unit heater #1 - Rm 17 (controlled through BAS)					

SCHEDULE B

1	Ceiling mounted hydronic unit heater #2 - Rm 17 (controlled through BAS)					
1	Ceiling mounted hydronic unit heater Water Meter Office. (controlled through BAS)	Trane (~New)				
1	Ceiling mounted hydronic unit heater by vending machine Zone 15. (controlled through BAS)					No Service Req'd
1	Cabinet Heater - Hot Water - Main front Entrance					Ensure fan is operational (as applicable), wash or replace filters during fall service. Set thermostat properly during heating system startup, turn thermostat off during spring service check. Contractor responsible for 1 fan motor replacement per unit over life of contract, subsequent replacements at T+M.
1	Cabinet Heater - Hot Water - Main Back Entrance					
1	Cabinet Heater - Hot Water - front Entrance by Andrew Bird					
1	NG Ceiling radiant tube heater small Vehicle Bay West	Spartan				during fall visit - Ensure operational via BMS. Ensure unit has power and control signal. All extra service and repairs at T+M
1	NG Ceiling radiant tube heater small Vehicle Bay East	Spartan				
1	NG Ceiling radiant tube heater Fire Truck Bay	Spartan				
1	NG Ceiling radiant tube heater Large Equip Bay 'B'	Spartan				
1	NG Ceiling radiant tube heater Large Equip Bay 'C'	Spartan				
1	NG Ceiling radiant tube heater Large Equip Bay 'D'	Spartan				
1	NG Ceiling radiant tube heater Large Equip Bay 'E'	Spartan				
1	NG Ceiling radiant tube heater Welding Bay	Spartan				
1	NG Ceiling radiant tube heater Welding Bay	Spartan				
1	Fresh Air Makeup Unit 2 - Small Vehicle Bay	Trane	Torrivent TGMP/HC/TH	2700 cfm		

1	Fresh Air Makeup Unit 1 - Welding Bay (works in conjunction with vehicle tailpipe exhaust fan in same bays)	Trane	CLCH-1M16A		Ensure operational. Chemically clean heating coil 1x/yr. ensure F/B dampers and O.A. dampers operate via BAS, and close tightly. Change filters 2x/yr. check belts, pulleys, and bearings. replace as required.
1	HRV located in Stores area - back wall	Greenheck			Ensure operational. Wash filters, vacuum inside, and wipe down exterior surfaces of unit 2x/yr. vacuum/wipe down associated supply/exhaust grills. Replace failed motors and components, as required.
1	Clothes Dryer Booster Fan located in ceiling of main hallway by water fountain				Ensure operational (starts when dryer starts). Ensure full flow of fan to outdoors and ensure there are no duct leaks. Remove duct from back of dryer 2x/yr. and vacuum.
1	Exhaust Fan Northwest Corner of Bldg (EXH-5) [above Rm 18]			1300 cfm	these fans are in place, but decommissioned. No service required
1	Exhaust Fan Southwest Corner of Bldg (EXH-2) [above Rm 16 W&S Lunchroom]			1380 cfm	
1	Exhaust Fan above Boiler Room 42" Diameter				
1	Exhaust Fan West, middle of Bldg (EXH-3) [above Rm 17]			1380 cfm	Ensure Operational. Check belts, pulleys and bearings - replace as required. Check backdraft damper (if applicable) to ensure it opens and closes freely, and seals tightly. Contractor is responsible for 1 motor change per unit for life of contract, all subsequent changes are at T+M.
1	Exhaust Fan above Boiler Room (EXH-6)	Cook	120 ACE	130 cfm	
1	Exhaust Fan (EXH-1) for washroom (on roof above Stores)		ERDAITME	1730 cfm	
1	Exhaust Fan - Small vehicle Bay , at Ceiling, West side of Bay - Nederman type tailpipe ex. (works in conjunction with MAU-1)			2000 cfm	
1	Exhaust Fan EF-3, sidewall mount - pulls from small vehicle bay w/ higher ceiling, out through Grill	Cook	195ACW195W5B	1652 L/S	
1	Exhaust Fan - Large Vehicle Bay NW corner - 'NEDERMAN System'				
1	Exhaust Fan EF-1 (above large	Cook	195ACRU195R5B	1652 L/S	

	vehicle bay)					
1	Exhaust Fan EF-2 (above large vehicle bay)	Cook	195ACRU195R5B	1652 L/S		
1	Exhaust Fan WEF-1 (above Welding bay)	Penn Barry	FX 14B			
1	Exhaust Fan WEF-2 (above Welding bay)	Penn Barry	FX 14B			
1	Exhaust Fan in Fire Truck Bay, back corner, mounted in duct, vented through sidewall					
1	Fresh Air intake for large vehicle bay Ex Fans (large Duct)				Ensure motorized damper operates when commanded, and closes tightly. Adjust as required. Contractor responsible for 1 actuator replacement during 5 yr. contract, subsequent changes on T+M	
1	Electric construction heater in water meter offices				Ensure operational. Ensure unit has power if it doesn't start. Contractor responsible for 1 motor change over life of contract, subsequent repairs at T+M	
1	Ceiling mounted electric heater in mens washroom				Ensure operational. Ensure unit has power if it doesn't start. Contractor responsible for 1 motor change over life of contract, subsequent repairs at T+M	
1	Destratification Fans - Welding Bay (4)				Ensure operational. Turn on during fall service. Refurbishment, replacement and upgrading of fans and switches on T+M - please report deficiencies each service.	
1	Destratification Fans - large Vehicle Service Bay (#)					
1	Destratification Fans - small Vehicle Service Bay w/ high ceiling (#)					
1	Destratification Fans - small Vehicle Service Bay w/ low ceiling (#)					
1	Destratification Fans - Water & Sewer Bay BAS Zone 17 (2)					

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

1	Ductless Split outdoor unit - On Roof above Trent's Office	LG	LUU187HV	18,000 btu	Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Armaflex repair/replacement as required at T+M. contractor not responsible for electronic boards or compressor changes. Annual refrigerant leak check & documentation as required by law.
1	Ductless Split indoor head - W&S Boardroom (Casette Unit) - Trent's office	LG	LCN187HV / 507KCEA03556	18,000 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.
1	Ductless Split indoor head - W&S Office (Scott Grasman)	LG	LMN097HVT / 312KADT00410	9,000 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.
1	Ductless Split outdoor unit - On exterior wall of W&S lunchroom	LG			Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Armaflex repair/replacement as required at T+M. contractor not responsible for electronic boards or compressor changes. Annual refrigerant leak check & documentation as required by law.
1	Ductless Split indoor head - W&S Lunchroom - Left	LG	LMN187HVT / 403KALC01520	18,000 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.
1	Ductless Split indoor head - W&S Lunchroom - Right	LG	LMN127HVT / 311KATM00161	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 2022, 2024.

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	Ductless Split outdoor unit - above water meter office	Comfortaire	A-VMH09SU-1	9,000 btu	Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Armaflex repair/replacement as required at T+M. contractor not responsible for electronic boards or compressor changes. Annual refrigerant leak check & documentation as required by law.
1	Ductless Split indoor head - W&S Foreman - Back Office	Comfortaire	B-VMH09SU-1 / 3178060873090120002	9,000 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.
1	Ductless Split outdoor unit - above water meter office	Comfortaire	A-VMH12SU-1	12,000 btu	Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Armaflex repair/replacement as required at T+M. contractor not responsible for electronic boards or compressor changes. Annual refrigerant leak check & documentation as required by law.
1	Ductless Split indoor head - W&S Water Meter Office	Comfortaire	B-VMH12SU-1 / 3178060273090120019	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 2022, 2024.
1	Ductless Split outdoor unit - above water meter office (confirm)	Quietside	QSHC241	24,000 btu	Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Armaflex repair/replacement as required at T+M. contractor not responsible for electronic boards or compressor changes. Annual refrigerant leak check & documentation as required by law.

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

1	Ductless Split indoor head - R6 Interior Office	Quietside	QSHE241 / QSHE2410601102292	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.
1	Ductless Split outdoor unit - above water meter office (confirm)	LG	LSU121HSV3	12,000 btu	Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Armaflex repair/replacement as required at T+M. contractor not responsible for electronic boards or compressor changes. Annual refrigerant leak check & documentation as required by law.
1	Ductless Split indoor head - Fleet Stockroom	LG	LSN121HSV3 / 402KAVH00015	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 2022, 2024.
1	Ductless Split outdoor unit - Above Roads and Streets Office	Samsung	MH080FXC A4A	6500 ~ 31700 BTU Cooling, 7500 ~ 34900 BTU Heating	Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Armaflex repair/replacement as required at T+M. contractor not responsible for electronic boards or compressor changes. Annual refrigerant leak check & documentation as required by law.
1	Ductless Split indoor head - Andrew Bird Office	Samsung	Cassette Type Unit		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 indoor head - Roads and Streets Office	Samsung	MH026FECA - Fan Coil Type	9,000 - 10,000 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.

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	Ductless Split indoor head - Roads and Streets Office	Samsung	MH026FECA - Fan Coil Type	9,000 - 10,000 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.	
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.	

- 1.3 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.

		Awarded Contractor:			Price:	
Saint Mary's Depot						Serviced by/Date
Qty	Component	Manufacturer	Model / Serial	Capacity	Service Required	
1	Natural Gas Boiler	Viessmann Vitodens 200-W	B2HA 150	495,000btuh	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 boiler's flame rod annually (alternate yearly). Clean heat exchanger and check boiler venting. Replace any failing parts under contract, except electronic boards and failed burner chambers or HX's, which are not responsibility of contractor..	
1	Natural Gas Boiler	Viessmann Vitodens 200-W	B2HA 150	495,000btuh		
1	Heating Water Circulating pump	Armstrong		1/3 HP	Ensure operational. lubricate where applicable, replace any failing parts. Contractor is only responsible per each circulator: 1 motor/pump replacement during the 5 year contract, and 2 bearing assemblies / couplings per pump during contract. Subsequent replacements are chargeable T+M.	
1	Heating Water Circulating pump	Armstrong		1/3 HP		
1	Heating Water Circulating pump	Armstrong		1/3 HP		
1	Heating Water Circulating pump	Armstrong		1/3 HP		
1	Heating Water Circulating pump	Armstrong w/ Baldor Motor		3/4 HP		
1	Heating Water Circulating pump	Armstrong w/ Baldor Motor		1 HP		
1	Heat Pump DHW tank	A.O. Smith	HPTU-66N 120	66 USG, 9000w electric. Approx. 7000btu heat pump		Wash air intake filters on top of unit 4x/yr. Repairs are chargeable T+M. unit new 2020, 10 year tank and parts warranty
1	Ceiling mounted hydronic unit heater - Weld Shop: Northwest			34.3MJ (32.5MBTU)	Ensure Operational. Chemically clean coils 1x/yr. responsible for 1 fan motor replacement per unit for life of contract, all subsequent replacements are on T+M.	
1	Ceiling mounted hydronic unit heater - Weld Shop: Northeast			34.3MJ (32.5MBTU)		
1	Ceiling mounted hydronic unit heater - Weld Shop: Southwest			34.3MJ (32.5MBTU)		
1	Ceiling mounted hydronic unit heater - Weld Shop: Southeast			34.3MJ (32.5MBTU)		
1	Ceiling mounted hydronic unit heater - Location Rm 18 (controlled through BAS)					
1	Ceiling mounted hydronic unit heater #1 - Rm 17 (controlled through BAS)					
1	Ceiling mounted hydronic unit heater #2 - Rm 17 (controlled through BAS)					
1	Ceiling mounted hydronic unit heater #2 - Rm 17 (controlled through BAS)					

1	Ceiling mounted hydronic unit heater Water Meter Office. (controlled through BAS)	Trane (~New)				
1	Ceiling mounted hydronic unit heater by vending machine Zone 15. (controlled through BAS)					No Service Req'd
1	Cabinet Heater - Hot Water - Main front Entrance					Ensure fan is operational (as applicable), wash or replace filters during fall service. Set thermostat properly during heating system startup, turn thermostat off during spring service check. Contractor responsible for 1 fan motor replacement per unit over life of contract, subsequent replacements at T+M.
1	Cabinet Heater - Hot Water - Main Back Entrance					
1	Cabinet Heater - Hot Water - front Entrance by Andrew Bird					
1	NG Ceiling radiant tube heater small Vehicle Bay West	Spartan				during fall visit - Ensure operational via BMS. Ensure unit has power and control signal. All extra service and repairs at T+M
1	NG Ceiling radiant tube heater small Vehicle Bay East	Spartan				
1	NG Ceiling radiant tube heater Fire Truck Bay	Spartan				
1	NG Ceiling radiant tube heater Large Equip Bay 'B'	Spartan				
1	NG Ceiling radiant tube heater Large Equip Bay 'C'	Spartan				
1	NG Ceiling radiant tube heater Large Equip Bay 'D'	Spartan				
1	NG Ceiling radiant tube heater Large Equip Bay 'E'	Spartan				
1	NG Ceiling radiant tube heater Welding Bay	Spartan				
1	NG Ceiling radiant tube heater Welding Bay	Spartan				
1	Fresh Air Makeup Unit 2 - Small Vehicle Bay	Trane	Torrivent TGMP/HC/TH	2700 cfm		

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:

1	Fresh Air Makeup Unit 1 - Welding Bay (works in conjunction with vehicle tailpipe exhaust fan in same bays)	Trane	CLCH-1M16A		Ensure operational. Chemically clean heating coil 1x/yr. ensure F/B dampers and O.A. dampers operate via BAS, and close tightly. Change filters 2x/yr. check belts, pulleys, and bearings. replace as required.
1	HRV located in Stores area - back wall	Greenheck			Ensure operational. Wash filters, vacuum inside, and wipe down exterior surfaces of unit 2x/yr. vacuum/wipe down associated supply/exhaust grills. Replace failed motors and components, as required.
1	Clothes Dryer Booster Fan located in ceiling of main hallway by water fountain				Ensure operational (starts when dryer starts). Ensure full flow of fan to outdoors and ensure there are no duct leaks. Remove duct from back of dryer 2x/yr. and vacuum.
1	Exhaust Fan Northwest Corner of Bldg (EXH-5) [above Rm 18]			1300 cfm	these fans are in place, but decommissioned. No service required
1	Exhaust Fan Southwest Corner of Bldg (EXH-2) [above Rm 16 W&S Lunchroom]			1380 cfm	
1	Exhaust Fan above Boiler Room 42" Diameter				
1	Exhaust Fan West, middle of Bldg (EXH-3) [above Rm 17]			1380 cfm	Ensure Operational. Check belts, pulleys and bearings - replace as required. Check backdraft damper (if applicable) to ensure it opens and closes freely, and seals tightly. Contractor is responsible for 1 motor change per unit for life of contract, all subsequent changes are at T+M.
1	Exhaust Fan above Boiler Room (EXH-6)	Cook	120 ACE	130 cfm	
1	Exhaust Fan (EXH-1) for washroom (on roof above Stores)		ERDAITME	1730 cfm	
1	Exhaust Fan - Small vehicle Bay , at Ceiling, West side of Bay - Nederman type tailpipe ex. (works in conjunction with MAU-1)			2000 cfm	
1	Exhaust Fan EF-3, sidewall mount - pulls from small vehicle bay w/ higher ceiling, out through Grill	Cook	195ACW195W5B	1652 L/S	
1	Exhaust Fan - Large Vehicle Bay NW corner - 'NEDERMAN System'				
1	Exhaust Fan EF-1 (above large	Cook	195ACRU195R5B	1652 L/S	

	vehicle bay)					
1	Exhaust Fan EF-2 (above large vehicle bay)	Cook	195ACRU195R5B	1652 L/S		
1	Exhaust Fan WEF-1 (above Welding bay)	Penn Barry	FX 14B			
1	Exhaust Fan WEF-2 (above Welding bay)	Penn Barry	FX 14B			
1	Exhaust Fan in Fire Truck Bay, back corner, mounted in duct, vented through sidewall					
1	Fresh Air intake for large vehicle bay Ex Fans (large Duct)					Ensure motorized damper operates when commanded, and closes tightly. Adjust as required. Contractor responsible for 1 actuator replacement during 5 yr. contract, subsequent changes on T+M
1	Electric construction heater in water meter offices					Ensure operational. Ensure unit has power if it doesn't start. Contractor responsible for 1 motor change over life of contract, subsequent repairs at T+M
1	Ceiling mounted electric heater in mens washroom					Ensure operational. Ensure unit has power if it doesn't start. Contractor responsible for 1 motor change over life of contract, subsequent repairs at T+M
1	Destratification Fans - Welding Bay (4)					Ensure operational. Turn on during fall service. Refurbishment, replacement and upgrading of fans and switches on T+M - please report deficiencies each service.
1	Destratification Fans - large Vehicle Service Bay (#)					
1	Destratification Fans - small Vehicle Service Bay w/ high ceiling (#)					
1	Destratification Fans - small Vehicle Service Bay w/ low ceiling (#)					
1	Destratification Fans - Water & Sewer Bay BAS Zone 17 (2)					

- (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

1	Ductless Split outdoor unit - On Roof above Trent's Office	LG	LUU187HV	18,000 btu	Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Armaflex repair/replacement as required at T+M. contractor not responsible for electronic boards or compressor changes. Annual refrigerant leak check & documentation as required by law.
1	Ductless Split indoor head - W&S Boardroom (Cassette Unit) - Trent's office	LG	LCN187HV / 507KCEA03556	18,000 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.
1	Ductless Split indoor head - W&S Office (Scott Grasman)	LG	LMN097HVT / 312KADT00410	9,000 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.
1	Ductless Split outdoor unit - On exterior wall of W&S lunchroom	LG			Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Armaflex repair/replacement as required at T+M. contractor not responsible for electronic boards or compressor changes. Annual refrigerant leak check & documentation as required by law.
1	Ductless Split indoor head - W&S Lunchroom - Left	LG	LMN187HVT / 403KALC01520	18,000 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.
1	Ductless Split indoor head - W&S Lunchroom - Right	LG	LMN127HVT / 311KATM00161	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 2022, 2024.

(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,

1	Ductless Split outdoor unit - above water meter office	Comfortaire	A-VMH09SU-1	9,000 btu	Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Armaflex repair/replacement as required at T+M. contractor not responsible for electronic boards or compressor changes. Annual refrigerant leak check & documentation as required by law.
1	Ductless Split indoor head - W&S Foreman - Back Office	Comfortaire	B-VMH09SU-1 / 3178060873090120002	9,000 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.
1	Ductless Split outdoor unit - above water meter office	Comfortaire	A-VMH12SU-1	12,000 btu	Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Armaflex repair/replacement as required at T+M. contractor not responsible for electronic boards or compressor changes. Annual refrigerant leak check & documentation as required by law.
1	Ductless Split indoor head - W&S Water Meter Office	Comfortaire	B-VMH12SU-1 / 3178060273090120019	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 2022, 2024.
1	Ductless Split outdoor unit - above water meter office (confirm)	Quietside	QSHC241	24,000 btu	Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Armaflex repair/replacement as required at T+M. contractor not responsible for electronic boards or compressor changes. Annual refrigerant leak check & documentation as required by law.

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.

1	Ductless Split indoor head - R6 Interior Office	Quietside	QSHE241 / QSHE2410601102292	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.
1	Ductless Split outdoor unit - above water meter office (confirm)	LG	LSU121HSV3	12,000 btu	Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Armaflex repair/replacement as required at T+M. contractor not responsible for electronic boards or compressor changes. Annual refrigerant leak check & documentation as required by law.
1	Ductless Split indoor head - Fleet Stockroom	LG	LSN121HSV3 / 402KAVH00015	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 2022, 2024.
1	Ductless Split outdoor unit - Above Roads and Streets Office	Samsung	MH080FXC A4A	6500 ~ 31700 BTU Cooling, 7500 ~ 34900 BTU Heating	Spring service, check operation. Chemically clean outdoor coil annually. Replace or repair any and all failing parts. Armaflex repair/replacement as required at T+M. contractor not responsible for electronic boards or compressor changes. Annual refrigerant leak check & documentation as required by law.
1	Ductless Split indoor head - Andrew Bird Office	Samsung	Cassette Type Unit		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 indoor head - Roads and Streets Office	Samsung	MH026FECA - Fan Coil Type	9,000 - 10,000 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.

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-

1	Ductless Split indoor head - Roads and Streets Office	Samsung	MH026FECA - Fan Coil Type	9,000 - 10,000 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.	
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.	

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
Fredericton Indoor Pool	Q1=\$539.33 Q2=\$809.00 Q3=\$809.00 Q4=\$809.00 <i>*invoiced quarterly</i>	Q1=\$809.00 Q2=\$809.00 Q3=\$809.00 Q4=\$809.00 <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:	\$2,966.33 HST extra	\$3,236.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>
Fredericton Police Station	Q1=\$872.67 Q2=\$1309.00 Q3=\$1309.00 Q4=\$1309.00 <i>*invoiced quarterly</i>	Q1=\$1309.00 Q2=\$1309.00 Q3=\$1309.00 Q4=\$1309.00 <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:	\$4,799.67 HST extra	\$5,236.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>
Grant Harvey Centre	Q1=\$1583.33 Q2=\$2375.00 Q3=\$2375.00 Q4=\$2375.00 <i>*invoiced quarterly</i>	Q1=\$2375.00 Q2=\$2375.00 Q3=\$2375.00 Q4=\$2375.00 <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:	\$8,708.33 HST extra	\$9,500.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>

Mitch Clarke Park	Q1=\$268.67 Q2=\$403.00 Q3=\$403.00 Q4=\$403.00 <i>*invoiced quarterly</i>	Q1=\$403.00 Q2=\$403.00 Q3=\$403.00 Q4=\$403.00 <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:	\$1,477.67 HST extra	\$1,612.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>
Old Transit Garage	Q1=\$420.67 Q2=\$631.00 Q3=\$631.00 Q4=\$631.00 <i>*invoiced quarterly</i>	Q1=\$631.00 Q2=\$631.00 Q3=\$631.00 Q4=\$631.00 <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:	\$2,313.67 HST extra	\$2,524.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>
Parks and Trees Depot	Q1=\$354.00 Q2=\$531.00 Q3=\$531.00 Q4=\$531.00 <i>*invoiced quarterly</i>	Q1=\$531.00 Q2=\$531.00 Q3=\$531.00 Q4=\$531.00 <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:	\$1,947.00 HST extra	\$2,124.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>
Pollution Control - Group A: Pollution Control Admin. Building Pollution Control UV Building Pollution Control Blower Building Pollution Control Pump Station 1	Q1=\$420.67 Q2=\$631.00 Q3=\$631.00 Q4=\$631.00 <i>*invoiced quarterly</i>	Q1=\$631.00 Q2=\$631.00 Q3=\$631.00 Q4=\$631.00 <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:	\$2,313.67 HST extra	\$2,524.00 HST extra	\$ <u>tbd</u>	\$ <u>tbd</u>	\$ <u>tbd</u>

Pollution Control – Group B: Pollution Control Operations Building Pollution Control Headworks Building Pollution Control Chlorine Building Pollution Control Screening Building Total Cost:	Q1=\$361.33 Q2=\$542.00 Q3=\$542.00 Q4=\$542.00 <i>*invoiced quarterly</i> \$1,987.33 HST extra	Q1=\$542.00 Q2=\$542.00 Q3=\$542.00 Q4=\$542.00 <i>*invoiced quarterly</i> \$2,168.00 HST extra	<i>To be negotiated</i> <i>*invoiced quarterly</i> \$ <u>tbd</u>	<i>To be negotiated</i> <i>*invoiced quarterly</i> \$ <u>tbd</u>	<i>To be negotiated</i> <i>*invoiced quarterly</i> \$ <u>tbd</u>
Royal Road Fire Station Total Cost:	Q1=\$261.33 Q2=\$392.00 Q3=\$392.00 Q4=\$392.00 <i>*invoiced quarterly</i> \$1,437.33 HST extra	Q1=\$392.00 Q2=\$392.00 Q3=\$392.00 Q4=\$392.00 <i>*invoiced quarterly</i> \$1,568.00 HST extra	<i>To be negotiated</i> <i>*invoiced quarterly</i> \$ <u>tbd</u>	<i>To be negotiated</i> <i>*invoiced quarterly</i> \$ <u>tbd</u>	<i>To be negotiated</i> <i>*invoiced quarterly</i> \$ <u>tbd</u>
St. Mary's Depot Total Cost:	Q1=\$574.67 Q2=\$862.00 Q3=\$862.00 Q4=\$862.00 <i>*invoiced quarterly</i> \$3,160.67 HST extra	Q1=\$862.00 Q2=\$862.00 Q3=\$862.00 Q4=\$862.00 <i>*invoiced quarterly</i> \$3,448.00 HST extra	<i>To be negotiated</i> <i>*invoiced quarterly</i> \$ <u>tbd</u>	<i>To be negotiated</i> <i>*invoiced quarterly</i> \$ <u>tbd</u>	<i>To be negotiated</i> <i>*invoiced quarterly</i> \$ <u>tbd</u>

Sutton House	Q1=\$233.33 Q2=\$350.00 Q3=\$350.00 Q4=\$350.00 <i>*invoiced quarterly</i>	Q1=\$350.00 Q2=\$350.00 Q3=\$350.00 Q4=\$350.00 <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:	\$1,283.33 HST extra	\$1,400.00 HST extra	\$ <u>tdb</u>	\$ <u>tdb</u>	\$ <u>tdb</u>
Total Annual Facility Cost:	\$32,395.00	\$35,340.00			

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: \$96.00

Days: Monday – Sunday and holidays

After Hours: 5:00 pm to 7:00 am
After Hours Rate HST Extra: \$130.00

Percent mark-up on materials: Thirty-Five (35) 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 WESTMORLAND

AFFIDAVIT OF CORPORATE EXECUTION

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

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

- 1. That I hold the office of _____ of Controls and Equipment 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 Westmorland and Province of)
New Brunswick, this ____ day of)
November, 2021.)
)
)
)
)
_____)
)
A Commissioner of Oaths)
Being a Solicitor)

DRAFT