

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT dated as of this • day of • 2023 (the “Effective Date”)

**BETWEEN**

**OLD PORT OF MONTREAL CORPORATION INC.** (the “Company”)

- and -

**[Insert the full legal name of the selected Proponent]** (the “Consultant”)

**WHEREAS:**

- A. A. The Company wishes to obtain services from a firm specialized in waste collection (the “Project”); and
- B. The Company wishes to enter into an Agreement with the Consultant for the provision of certain services in connection with the Project.

**THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement, each of the parties covenants and agrees with the other as follows:

**1.0 DEFINITIONS**

In this Agreement, the capitalized terms shall have the following meanings:

- (a) “**Agreement**” means this agreement executed and signed by the Company and the Consultant, including all Schedules and Statements of Work, all as amended from time to time.
- (b) “**Compensation**” means the Fees and the Expenses incurred for the performance of the Services, as more fully described in Schedule B.
- (c) “**Confidential Information**” has the meaning set out in Section 7.1.
- (d) “**Dispute**” means a disagreement arising out of or in connection with this Agreement between the parties and includes any failure to reach agreement where an agreement is required or contemplated under this Agreement, but does not include a disagreement with respect to any matter outlined in Sections 6.3 and 6.5.
- (e) “**Effective Date**” means the effective date of this Agreement.
- (f) “**EFT**” has the meaning set out in Section 5.7.
- (g) “**Equipment**” means Specialized Equipment, Temporary Equipment, safety Equipment, and any other Equipment required for the good performance of the Services;
- (h) “**Expenses**” means those expenses or disbursements incurred in the performance of the Services as set out in Schedule “B” attached hereto.

- (i) “**Fees**” means the amount of fees that will be charged by the Consultant to the Company for the performance of the Services as specified in Schedule “B” and does not include Expenses.
- (j) “**Indemnified Party**” has the meaning set out in Section 9.1.
- (k) “**Materials**” means any construction material, product or consumable purchased by the Contractor in order to complete the Services, and which becomes the property of the Company;
- (l) “**On-Demand Services**” means the Services that will be requested pursuant to a Statement of Work on an ad hoc basis and at the sole discretion of the Company, as more fully described in Part II of Schedule A;
- (m) “**Person**” means any natural person, sole proprietorship, partnership, corporation, trust, joint venture, any Governmental Authority or any incorporated or unincorporated entity or association of any nature;
- (n) “**Project**” has the meaning set out in paragraph A of the preamble above.
- (o) “**Recurring Services**” means the Services for which the Company already knows the details and which do not require a Statement of Work by e-mail, as more fully described in Part I of Schedule A;
- (p) “**Replacement Parts**” means any product, accessory or element purchased by the Contractor in order to replace a part which is the property to the Company;
- (q) “**Safety Equipment**” means all Equipment and tools that a consultant, qualified to practice in its area of expertise, should possess in order to perform the Services in a safe and secure manner;
- (r) “**Service Locations**” means the location or locations where the Services are to be performed;
- (s) “**Services**” means the services and deliverables described in Schedule “A” and/or a Statement of Work by e-mail to be performed in accordance with the deadlines contained in Schedule “A” and/or any Statement of Work by e-mail, including Recurring Services and On-Demand Services.
- (t) “**Site**” means the Company’s territory
- (u) “**Specialized Equipment**” means all Equipment or tools that a contractor, qualified to practice in its area of expertise, should possess in order to complete the Services;
- (v) “**Statement of Work**” has the meaning set out in Section 4.1.
- (w) “**Subcontractor**” means a Person having a direct contract or agreement with the Contractor to perform a part or parts of the Services.
- (x) “**Taxes**” means any and all federal, provincial, state, municipal, local and foreign taxes, assessments, reassessments and other governmental charges, duties, impositions and liabilities in the nature of a tax, including pension plan

contributions, unemployment insurance contributions and employment insurance contributions, workers' compensation premiums and deductions at source, including taxes based on or measured by gross receipts, income, profits, sales, capital, use, occupation, goods and services, value added, ad valorem, transfer, franchise, withholding, customs duties, payroll, recapture, employment, excise and property taxes, together with all interest, penalties, fines and additions imposed with respect to such amounts, in all cases imposed by any governmental authority in respect thereof.

(y) **"Temporary Equipment"** means all Equipment that the Contractor shall rent for a specific situation in order to complete the Services;

(z) **"Term"** has the meaning set out in Section 6.1.

## 2.0 THE COMPANY'S REPRESENTATIVE

### 2.1 Communications with the Company

All of the Contractor's communication with the Company for the purposes of this Agreement and the Services will be through the following person:

Name: Claude Lefebvre, Maintenance Manager  
 Telephone: 514-838-4753  
 E-mail: clefebvre@vieuxportdemontreal.com

(the **"Company's Representative"**),

or such other person as the Company may designate by notice to the Consultant.

## 3.0 SERVICES

- 3.1** Subject to the terms and conditions in this Agreement, the Consultant agrees to provide the Services for the Company, including recurring and on-demand Services, as more fully described in Schedule A.
- 3.2** The Consultant represents that it and its personnel are knowledgeable and experienced in all of the professional disciplines required to properly perform the Services.
- 3.3** Except as otherwise expressly set forth in this Agreement, the Consultant shall provide all personnel, Materials, supplies, Equipment and other requirements for the timely and proper performance of the Services.
- 3.4** The Consultant shall obtain the prior written approval of the Company before retaining any sub-consultants to perform any part of the Services and shall not be entitled to subcontract all of the Services. The Consultant shall not change the Subcontractor or agree to modify the terms of the sub-contract without the prior written consent of the Company. The Consultant shall be liable to the Company for all actions or inactions of its subcontractors in the performance of the Services. No subcontract shall relieve the Consultant of its obligations to perform the Services in the manner described in this Agreement. The Consultant shall ensure that each subcontract it enters into contains,

where the context so requires, provisions requiring that the subcontracted Services be performed in accordance with the requirements of this Agreement.

**3.5** The Company may from time to time, by written notice to the Consultant, make changes in the scope of the Services. The Fees described in Schedule "B" will be adjusted accordingly by agreement of the Company and the Consultant.

**3.6** The Consultant will, if requested in writing by the Company, perform additional Services. The terms of this Agreement will apply to such additional Services, and the Fees for the Consultant's performance of such additional Services will generally correspond to the Fees described in Schedule "B".

### **3.7 Project Manager**

(a) The Contractor shall designate one person who will be appointed the title of Project Manager for the execution of the Services (the "**Project Manager**") and shall inform the Company of the identity of the said Project Manager upon signature of this Agreement.

(b) The Project Manager will have full authority to act on behalf of the Contractor and will be the sole contact person with the Company. Directives given to the Project Manager shall bind the Contractor as if they were given to it directly. Directives shall be given in a writing.

(c) The Project Manager shall not be replaced except with the prior written consent of the Company.

(d) The Contractor shall ensure that the Project Manager is on the Site to coordinate and monitor the activities of tradespersons assigned to performing the Services. The Project Manager shall maintain good order and discipline among personnel on the Site.

(e) At any time, if the Company becomes dissatisfied with the performance of a Contractor's staff or personnel, the Company will notify the Project Manager with reasonable detail and the Contractor will replace that person with another competent person as soon as it is reasonably possible to do so. The Contractor shall pay all fees (of whatever nature) related to the replacement of its staff or personnel.

### **3.8 Service calls**

(a) The Contractor must provide telephone numbers available at all times and in case of emergency. The telephone numbers provided must have the following characteristics:

(i) Be available in French;

(ii) Cellular telephone numbers for the manager of this Agreement and the Project Manager (if they are not the same person);

(iii) E-mail addresses associated with the telephone numbers (if any); and

(iv) Be efficient and ensure that service calls are processed, from the time of pick-up, according to the severity level determined by the Company's Representative and transmitted to the Consultant at the time of the call for services.

- (b) The Contractor shall provide the Project Manager with a cell phone which can be used during working hours on and off the Site where required. The Contractor shall provide a means of communication between its employees when they are on the Service Locations (ex. cell, radio transmitter, etc.)
- (c) The Contractor shall respond to phone calls according to the following service levels and the Contractor recognizes that it shall be liable to the Company for any failure to respond within the required time frame:

| Problem Level | Call Response Time | Intervention Time | Problem Resolution Time   |
|---------------|--------------------|-------------------|---------------------------|
| 1             | 30 minutes         | 2 hours           | 8 hours                   |
| 2             | 30 minutes         | The same day      | The following working day |
| 3             | 30 minutes         | 24 working hours  | 48 working hours later    |

**Problem Level 1:** A problem which **prevents** the Company from working or offering a or several of its services.

**Problem Level 2:** A problem which **limits** the Company from working or offering a or several of its services.

**Problem Level 3:** A problem which **creates an inconvenience** for the Company in its work or its offering a or several of its services.

- (d) **Service Interruptions.** The Contractor shall ensure that its operations do not harm the normal functioning of the Site and do not interrupt its operations. To that end, the mechanical, electrical, fire-prevention and detection, security systems and any other system shall be kept in proper working order during the delivery of every Service.

**3.9 Uniforms.** The Contractor's employees shall, at all times, wear a uniform or be clearly identified to the company for which they are working during their shift on the Site such that the Company's personnel and others may be able to identify them and permit them access to the Site and to those locations where the Services are being provided.

**3.10 Vehicles and Traffic.** All vehicles and Equipment belonging to the Contractor shall be identified, esthetically well-maintained, and have successfully undergone any inspection required by law.

**3.11 Materials, Replacement Parts and Equipment**

- (a) The Contractor shall provide all Materials, all equivalent Replacement Parts approved by the Company, all Small Consumables, all tools, all Specialized Equipment, all Temporary Equipment and safety Equipment and all other Equipment, all transportation, and all other services and facilities necessary for performance of the Services in accordance with this Agreement.
- (b) The Materials, Small Consumables and Replacement Parts used for the completion of the Services must be new, in good condition, and of the best quality for the purposes for which they are intended. At the Company's request, the Contractor must provide proof demonstrating the nature, origin and quality of the Materials, Replacement Parts and Small Consumables supplied.

- (c) The Contractor must always keep stocked at its warehouse the minimum number of Replacement Parts which may be required during the Term of the Agreement so as to limit delays during repairs.
- (d) The Company shall refuse defective Materials, Small Consumables and Replacement Parts regardless of the conclusions of previous inspections. The purpose of the inspections is not to release the Contractor from its responsibilities, but simply to reduce the risk of omissions or errors. The Contractor shall ensure the removal and replacement of defective Materials, Replacement Parts and Small Consumables at its own expense.

**3.12** All billboards and advertising are forbidden.

**3.13** Deadlines are mandatory in this Agreement.

#### **4.0 STATEMENT OF WORK BY E-MAIL**

- 4.1** The Company will requisition Services from the Consultant by way of Statement(s) of Work, the form of which is attached as Schedule "D" to this Agreement (the "**Statement of Work**"). The Statement of Work shall be signed by duly authorized signatories of the Company, and shall indicate the description of the On-Demand Services to be performed, including but not limited to quantity, price, taxes, total price, shipping instructions, requested delivery dates and delivery dates, billing address and any other special instructions related to the On-Demand Services
- 4.2** Capitalized terms used but not defined in a Statement of Work have the meanings assigned to them in this Agreement.
- 4.3** In the event of any inconsistency between the terms of this Agreement and those of a Statement of Work, those of the Agreement shall prevail to the extent of the inconsistency.

#### **5.0 FEES AND EXPENSES**

- 5.1** Subject to the terms and conditions in this Agreement, the Company will pay the Consultant compensation comprised of the following for the Services performed in accordance with this Agreement:
  - (a) for recurring Services, the Fees and Expenses set forth in Part I of Schedule B hereto; and
  - (b) for On-Demand Services requested pursuant to a Statement of Work, the Fees and Expenses set forth in Part II of Schedule B hereto;

plus any **GST, QST** required to be collected by the Consultant from the Company in connection with the Services.

The Compensation is the entire compensation owing to the Consultant for the Services and includes all profit and all costs and expenses incurred by the Consultant to perform the Services.

- 5.2** The Consultant shall submit written invoices to the Company for Fees and Expenses payable on a monthly basis, with each monthly invoice being submitted within fifteen

(15) days following the end of the month to which the invoice relates. Each invoice shall provide adequate details with respect to Fees, including the dates on which Recurring Services were provided, as well as adequate supporting documentation with respect to Expenses, including a copy of any third-party invoices for which reimbursement is sought.

- 5.3** For On-Demand Services, the Consultant shall submit written invoices to the Company for Fees and Expenses payable when the On-Demand Services requested by a Statement of Work have been properly performed and completed. Each invoice shall provide adequate details with respect to Fees, including the dates on which the On-Demand Services were provided, as well as adequate supporting documentation with respect to Expenses, including a copy of any third-party invoices for which reimbursement is sought.
- 5.4** Invoiced amounts due will be paid by the Company within thirty (30) days of the date of receipt by the Company of a proper and correct invoice and adequate supporting documents, where applicable or requested. Notwithstanding the foregoing, the Company shall not be required to pay an invoice unless and until the Services billed in such invoice have been provided in accordance with this Agreement and to the satisfaction of the Company, acting reasonably.
- 5.5** The Company may set-off the amount of any claims that the Company may have against the Consultant related to the Consultant's failure to perform, or the improper performance of, its obligations under this Agreement.
- 5.6** The Consultant shall prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Expenses. On request from the Company, the Consultant will make the records available for examination by the Company at any time during regular business hours during the Term and for a period of one (1) year after the Services are complete.
- 5.7** The Consultant agrees that any payments owing to it arising from this Agreement shall be paid to the Consultant via Electronic Funds Transfer ("EFT"), the terms and conditions for which are attached as Schedule "D" to this Agreement. The Consultant acknowledges that it has reviewed and hereby agrees that by executing this Agreement, the Consultant shall be bound by all the terms and conditions contained in the EFT Terms and Conditions as set out in Schedule "D".

## **6.0 TERM AND TERMINATION**

- 6.1** Unless terminated earlier in accordance with the provisions of this Agreement, the term of this Agreement shall commence on the Effective Date and end on **the ● day of ●, 202● [Insert date representing 3 years after the Effective Date]** (the "Term"), except for those provisions specifically stated or contemplated to survive expiration or termination of this Agreement. At its sole discretion, the Company may renew this Agreement on the same terms and conditions by written notice to the Consultant for one (1) additional period of one (1) year. The parties agree that if the option is exercised by the Company, the additional period will form part of the Term.
- 6.2** The Company may extend the timelines for deliverables and accordingly may extend this Agreement, under the same terms and conditions, for a period of time sufficient to complete the Services. The Company may renew this Agreement as required to complete the Project.

- 6.3** The Company may immediately terminate this Agreement and/or any Statement of Work at any time, for any reason, in its sole discretion, by written notice to the Consultant, and the termination shall be effective on the date of the notice.
- 6.4** On termination of this Agreement and/or any Statement of Work pursuant to Section 6.3, the Company will be responsible to pay, within thirty (30) days of the date of termination, all undisputed invoices for Fees and Expenses submitted by the Consultant to the Company for Services provided to the date of termination.
- 6.5** The Company may terminate, without prejudice to other rights or remedies, this Agreement if:
- (a) the Consultant is in default of any of its obligations under this Agreement and such default continues after ten (10) business days' written notice stating the particulars of the default;
  - (b) there is a material breach or non-performance by the Consultant of its obligations under this Agreement, including failure of the Consultant to devote the necessary time, resources, staff and skill to the performance of the Services; or
  - (c) the Consultant becomes insolvent or bankrupt or winds up or ceases carrying on business,
- and in such event the provisions of Section 6.4 shall not apply.
- 6.6** Prior to entering into this Agreement, the Contractor provided the Company with a certificate of compliance dated the ● day of ●, 202● (the "Compliance Certificate"). If the Company, acting reasonably, determines that:
- (a) the Consultant provided a false or misleading Compliance Certificate, or
  - (b) the Consultant or an Owner (as defined in the Compliance Certificate) of the Consultant has been convicted of any offence under any of the Acts (as defined in the Compliance Certificate), which has been tried on indictment
- the Consultant shall be deemed to have breached this Agreement, which breach cannot be remedied, and the Company shall have the right to terminate this Agreement immediately upon notice to the Consultant and in such event the provisions of Section 6.4 shall not apply.
- The Consultant further covenants to proactively disclose to the Company if the Consultant, or an Owner of the Consultant (as defined in the Compliance Certificate), is convicted of any offences under any of the Acts (as defined in the Compliance Certificate), which has been tried on indictment, during the term of this Agreement.
- 6.7** The Company may, at any time and for any reason and in its sole discretion, suspend the performance of the Services by the Consultant, by written notice to the Consultant. The suspension shall be effective on the date of the notice. The suspension of Services shall continue to such date as the Company shall specify, in writing (whether specified in the notice of suspension or a subsequent notice).



- 6.8 The Consultant shall have no claims against the Company, of any nature or kind, related to any of the Services not yet provided or performed as at termination of this Agreement and the Consultant will not be entitled to payment for any loss of profits.
- 6.9 The provisions of Sections 6.4, 6.5, 6.6, 6.7 and 6.8 shall survive the termination of this Agreement.

## 7.0 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 7.1 The Consultant shall keep confidential all confidential or proprietary (whether so designated by the Company or whether it is by its nature confidential or proprietary) information, data, documentation, designs, drawings, processes and techniques (in any medium or form) relating to the Project or to the business of the Company or its affiliates that comes to the attention of the Consultant in the course of performing the Services or arising out of any research and development work conducted for or on behalf of the Company by the Consultant, or is otherwise acquired or developed by the Consultant during the Term (collectively, "**Confidential Information**"). The foregoing restriction will not apply to any information which is (i) independently developed by the Consultant prior to or independent of the disclosure, (ii) publicly available, (iii) rightfully received by the Consultant from a third party without a duty of confidentiality, (iv) disclosed under operation of law to the extent only that disclosure is required by law, or (v) disclosed by the Consultant with the Company's prior written approval. The Consultant shall not use the Confidential Information except in the performance of the Services under this Agreement. If this Agreement is terminated for any reason whatsoever, the Consultant shall deliver forthwith to the Company all documents, records and reports and all other information or data relating to the Services, including all copies thereof, that the Consultant obtained from the Company or otherwise obtained on its own.
- 7.2 All research, reports, data, drawings, site plans, layouts, schematic drawings, surveys, plans and other documentation, material or information (in any medium or form) produced by or on behalf of the Consultant in the performance of the Services and all intellectual property of any nature or kind whatsoever therein are the sole property of the Company and are not to be used by the Consultant for any purpose other than the performance of its obligations under this Agreement. The Consultant waives all moral rights that it has or may have to the intellectual property and hereby undertakes to obtain waivers of moral rights from each of its employees, independent contractors, officers, directors and any others for whom the Consultant is responsible with respect to the intellectual property. The Consultant shall take all steps reasonably requested by the Company from time to time to perfect or register or evidence the Company's ownership interest in any intellectual property referred to above. The Consultant represents and warrants that none of the Services infringes or will infringe the intellectual property rights of any other person.
- 7.3 The Consultant shall not make any press releases or public statements with respect to the execution, delivery or manner of performance of this Agreement or as to any other matters related to this Agreement or the Services, unless the Company has given its prior written approval to such press release or public statement. The Consultant may not use the name of the Company in connection with any advertising or publicity materials or activities except as expressly permitted by the Company in writing.
- 7.4 The Consultant shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Consultant

is responsible at law shall comply with the obligations set out in Article 7.0 and shall be liable to the Company for any breach or non-compliance of these obligations by them.

- 7.5 The Consultant acknowledges that the Company is subject to the *Access to Information Act* (R.S.C., 1985, c. A-1) and the *Privacy Act* (R.S.C., 1985, c. P-21) and that information provided to the Company in connection with this Agreement may be subject to the provisions of these Acts.
- 7.6 The provisions of this Article 7.0 shall survive expiration or termination of this Agreement.

## 8.0 NON-COMPETITION AND CONFLICT OF INTEREST

- 8.1 The Consultant represents that it is free of all conflicts of interest with the Company, except those that are expressly disclosed by the Consultant to the Company on the Effective Date. In the event that the Consultant becomes aware of any conflict of interest with the Company during the Term, the Consultant shall immediately provide notice to the Company of such conflict of interest, together with any pertinent details of the same, including when the conflict of interest came into being and when it was discovered by the Consultant.
- 8.2 The Consultant shall not during the Term, directly or indirectly, engage in any business or activity that impedes, competes with or is contrary to the proper performance of the Services.
- 8.3 The Consultant shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Consultant is responsible at law shall comply with the obligations set out in this Article 8.0 and shall be liable to the Company for any breach or non-compliance of these obligations by them.

## 9.0 INDEMNIFICATION AND LIABILITY

- 9.1 Each party ("**Indemnifying Party**") shall be liable for, and shall indemnify the other party, including its board members, officers, employees, contractors, representatives, and any others for whom the Consultant is responsible at law (collectively, the "**Indemnified Party**"), from and against, any costs (including reasonable legal fees on a solicitor and his own client basis), losses, damages, actions and liabilities suffered or incurred by the Indemnified Party arising directly or indirectly in connection with or as a result of:
- (a) any breach, default, negligent act or omission or wilful misconduct of the Indemnifying Party, its employees, independent contractors, officers, directors and any others for whom the Indemnifying Party is responsible at law in the performance of its obligations under this Agreement,
  - (b) any misrepresentation contained within this Agreement; or
  - (c) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which the Company may be assessed or otherwise may incur under any federal, provincial or municipal law as a result of a federal, provincial or municipal governmental

department or agency, authority or competent tribunal determining that the Consultant is an employee of the Company.

- 9.2** The Consultant is liable and responsible for all applicable Taxes imposed on the Consultant by any governmental authority relating to the performance of the Services by the Consultant and by its employees and independent contractors on behalf of the Consultant and the Consultant hereby indemnifies and holds harmless, and shall indemnify and hold harmless, the Company, from any and all losses, claims, expenses, damages, liabilities, taxes, interest, fines and penalties sought or recovered by any governmental entity, in relation to the foregoing.
- 9.3** The provisions of this Article 9.0 shall survive expiration or termination of this Agreement.

## **10.0 PERFORMANCE AND STANDARDS**

**10.1** The Consultant covenants and agrees that it shall:

- (a) perform the Services in a good and professional manner, diligently, honestly and expeditiously, all designed to achieve completion of the Services in a timely manner;
- (b) perform the Services in accordance with this Agreement and all applicable laws, professional practices, licensing requirements, codes and standards; and;
- (c) it will comply with, and ensure that Subcontractors comply with, any applicable workers' compensation legislation ("Workers' Compensation Act") and any other labor and employment laws; and;
- (d) ensure that the Services are performed by personnel who have the necessary qualifications, skills, knowledge, expertise and ability to provide the Services and who are, where applicable, licensed in accordance with all applicable standards, codes or laws.

## **11.0 INDEPENDENT CONTRACTOR**

**11.1** The relationship created by this Agreement between the Company and the Consultant is that of an independent contractor. Nothing in this Agreement shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture as between the Consultant and the Company.

## **12.0 DISPUTE RESOLUTION**

**12.1** In the event that one party to this Agreement provides written notice to the other party of a Dispute and such Dispute remains unresolved ten (10) business days after notice is received, then unless the parties otherwise agree, the parties shall commence the following dispute resolution process:

- (a) the parties shall each appoint two (2) employees with settlement authority to meet to discuss and resolve the Dispute. Such a meeting may be in person or by video teleconference and shall occur within twenty (20) business days of the date of notice of the Dispute being received;

(b) if the chosen employees are unable to resolve the Dispute within five (5) business days of the meeting, the parties shall proceed to mediate the Dispute. The place of mediation shall be in Montreal, province of Quebec, and the language of the mediation shall be in english Each party shall propose one experienced mediator. If the parties are unable to agree upon a mediator, the two (2) chosen mediators shall agree upon a third mediator. The mediator(s) shall be chosen within thirty (30) days of notice of the Dispute being received by the other party. The chosen mediator(s) shall establish the rules to be followed by the parties during the mediation; however, in the event of a conflict between the rules established by the mediator(s) and the provisions of this Article 12.0, this Agreement shall govern. The cost of the mediator(s) shall be split equally between the parties, unless the parties otherwise agree.

**12.2** The parties shall continue the performance of their respective obligations during the resolution of any Dispute, including during any period of mediation, unless and until this Agreement is terminated or expires in accordance with its terms and conditions.

**12.3** While mediating the Dispute, the parties shall use good faith and endeavor to avoid any business interruption; however, the parties shall reserve the right to refer the Dispute to a court of competent jurisdiction at any time (including during the process of mediation). If one party refers the Dispute to a court of competent jurisdiction, the parties may continue the mediation process, but shall not be obligated to do so.

**12.4** Notwithstanding the foregoing, this Section shall not affect and shall not apply to the Company's ability to terminate this Agreement pursuant to Sections 6.3 and 6.5.

### **13.0 NOTICE**

**13.1** Any demand, notice, approval, consent or other communication required or authorized to be given pursuant to this Agreement shall be in writing and made or given by e-mail transmission addressed to the party to receive such notice at the address specified below:

**TO:** **OLD PORT OF MONTREAL CORPORATION INC.**  
333, de la Commune Ouest Street  
Montreal (Quebec) H2Y 2E2

Attention: Claude Lefebvre  
Telephone : 514-838-4753  
E-mail: [clefebvre@vieuxportdemontreal.com](mailto:clefebvre@vieuxportdemontreal.com)

with a copy to:

**CANADA LANDS COMPANY CLC LIMITED**  
1 University Avenue, Suite 1700  
Toronto (Ontario) M5J 2P1  
Attention: Chief Legal Officer and Corporate Secretary  
E-mail: [avislegalnotice@clc-sic.ca](mailto:avislegalnotice@clc-sic.ca)

**TO:** **[Contractor's Name]**  
**[Contractor's Address]**

Attention: •

E-mail: •

**13.2** Any demand, notice, approval, consent or other communication sent by e-mail transmission on a business day during business hours (9:00 a.m. to 5:00 p.m. Eastern Time) shall be deemed to be received on that day. Any demand, notice, approval, consent, or other communication sent after business hours or on a weekend or holiday shall be deemed to be received on the next business day. Either party shall be entitled to change its address for notice to another address by notice in writing to the other.

#### **14.0 INSURANCE**

**14.1** The Consultant shall obtain and maintain throughout the Term and for two (2) years after the Term, either by way of a new policy or by endorsement to an existing policy, the insurance coverage described in Schedule "C" attached hereto. Notwithstanding the foregoing, the Consultant is only required to maintain the insurance coverage described at 1.1(a) of Schedule "C" throughout the Term.

**14.2** The Consultant shall also maintain such workers' compensation insurance as may be required by the applicable workers' compensation laws, covering all persons employed by the Consultant to perform the Services. At any time during the Term, the Consultant, on request, shall provide evidence and compliance by the Consultant with such legislation.

**14.3** The provisions of Section 14.0 shall survive termination or expiration of this Agreement.

#### **15.0 GENERAL**

**15.1** The Consultant acknowledges and agrees that it was advised by the Company to seek independent legal advice regarding this Agreement and that the Consultant has had the opportunity to obtain the same.

**15.2** The following principles of interpretation apply to this Agreement:

- (a) Words importing the singular include the plural and vice versa, words importing gender include all genders and words importing persons include firms, corporations and any other legal entities;
- (b) The laws of the Province of Quebec and the laws of Canada applicable therein shall govern the interpretation of this Agreement and the parties hereby attorn solely to the jurisdiction of the courts in the Province of Quebec;
- (c) If any of the terms or conditions of this Agreement or their application to any party or circumstances shall be held invalid by any court or other authority having jurisdiction, the remainder of this Agreement and the application to parties or circumstances other than those as to which it is held invalid shall not be affected; provided, however, if the invalid terms or conditions are essential to the rights or benefits to be received by any party, the parties shall use reasonable efforts to negotiate acceptable substitutes. If acceptable substitutes are not agreed to, a party adversely affected by the invalidity shall not be prevented by this Section from advancing any rights to claim frustration of contract or other similar remedy;

- (d) No action or failure to act by a party shall constitute a waiver of any right or duty of that party under this Agreement except as specifically agreed to in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided;
- (e) This Agreement shall, when duly executed, supersede and replace all other existing agreements between the parties with respect to the subject matter. There are no representations, warranties or agreements, either written or oral, which are binding on the parties relating to the subject matter and which are not contained, or referred to, in this Agreement;
- (f) The Consultant shall not assign, delegate or subcontract this Agreement or any part thereof to another party without the prior written consent of the Company, not to be unreasonably withheld. The Company shall have the right to assign its interests under this Agreement to any party on written notice to the Consultant;
- (g) Except to the extent otherwise expressly provided, the duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement shall not operate to limit any duties, obligations, rights and remedies otherwise imposed or available at law;
- (h) This Agreement shall enure to the benefit of and be binding on the parties of this Agreement and their respective successors and permitted assigns;
- (i) Amendments to this Agreement shall require the agreement of both parties and shall be in writing;
- (j) Time is of the essence;
- (k) A reference to dollars means lawful money of Canada unless stated otherwise;
- (l) Schedules "A", "B", "C", "D" and "E" are incorporated into and form part of this Agreement;
- (m) Inspection and acceptance of the manner of performance, or a product resulting from the performance, of any of the Services by the Company or anyone acting on the Company's behalf shall not be deemed to waive rights related to any failure by the Consultant to comply with this Agreement;
- (n) Any reference to "days" in this Agreement shall be construed as a reference to calendar days, unless otherwise provided;
- (o) Neither party shall be liable for delays in the performance of its obligations caused by the following conditions of "Force Majeure": acts of God or the public enemy, embargo, war, fire, flood, earthquake, strike, lock-out, terrorist attack, epidemic, pandemic, abnormal weather conditions, or other calamity or cause beyond the reasonable control of the affected party; however, neither party shall be entitled to the benefit of the provisions this subsection (o) if the delay was caused by lack of funds, or with respect to a delay in payment of any amount or amounts due hereunder. In the event of force majeure, the Company reserves the right to suspend the Services at its sole discretion and/or terminate this Agreement, all in accordance with Article 6.0 hereof. In the event of force majeure, the Company

also reserves the right to call upon any other supplier of the same services for its needs, this Agreement not giving any exclusivity to the Consultant.

- (p) In the event that the term “Consultant” includes more than one person, each of them shall be jointly and severally liable to the Company for all of the Consultant’s obligations hereunder;
- (q) The parties hereto have explicitly requested and hereby accept that this Agreement be drawn up in English. *Les parties aux présentes ont expressément demandé et acceptent par les présentes que le présent document « Agreement » soit rédigé en anglais.*
- (r) It is an express condition of this Agreement that no member of the House of Commons shall be admitted to any share or part of this Agreement or any benefit arising therefrom; and
- (s) This Agreement may be executed in any number of counterparts and delivered electronically, and each counterpart will be deemed an original and the counterparts will, together, constitute one and the same instrument.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF** the parties to this Agreement have executed and signed this Agreement as of the date first written above.

**OLD PORT OF MONTREAL CORPORATION INC.**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

We have the authority to bind the Company.

[Insert the legal name of the selected Proponent]

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

I/We have the authority to bind the Corporation.



## **SCHEDULE "A" SERVICES**

The Consultant shall provide the Company with waste management Services, the Recurring Services of which are more fully described in Part I of this Schedule, and the On-Demand Services of which are more fully described in Part II of this Schedule.

Recurring Services are Services of a predetermined frequency that are invoiced to the Company on a monthly basis. On-Demand Services are Services that the Company requests through a Statement of Work by email and that do not fall within the scope of Recurring Services.

### **SECTION I - Recurring Services**

The Consultant shall provide the following recurring Services in accordance with the following terms and conditions:

- Collect residual materials from compactors and containers according to the frequencies established by the Company described in Schedule A1 herein, with such frequencies subject to amendment by the Company at its discretion;
  - The Consultant must complete all waste collection **between 6 a.m. and 9 a.m.**, without exception.
  - The Consultant's driver may be required to open enclosed areas to access to the containers.
- The supply, delivery, installation, and electrical connection of the Equipment required for the waste management program (including but not limited to containers, compactors, mechanical arms, rails, safety cages, and other required Equipment). The number and type of Equipment are described in greater detail in Schedule A1 herein, and shall be subject to amendment by the Company at its discretion;
- Installation and uninstallation, once a year, of the compactor at Jacques-Cartier Pier, as well as the rail system used to anchor the compactor to the ground, on a date to be determined in agreement with the Company;
- Transportation and disposal of waste off site.
- Containers and compactors must be digitally coded.
- The frequency of the Recurring Services varies according to the seasons (winter and spring); these seasonal frequencies are described in greater detail in Schedule 1A herein.
- The Company, in its sole discretion, reserves the right to change the frequency of Recurring Services, the requested collection schedule, and the number and type of Equipment required.

### **SECTION II – On-Demand Services**

At the sole discretion of the Company, the Consultant shall provide the following On-Demand Services at the request of the Company by way of a Statement of Work:

- Services upon request 365 days/year, as required by the Company, for waste collection, Equipment rental, transportation and disposal, at the rates provided for such services.

- .1 The objectives are to:
- Obtain prompt and preferential services upon request for the Company's entire premises (the "Site").
  - Obtain timely services upon request for consultations within 48 hours of the issuance of a consultation request.
- .2 Services may be required at the following buildings on the Company's Site:
- Bota Bota
  - Lock House
  - De l'Étang pavilion
  - Montreal Science Centre (including Belvedere)
  - Lower section of Clock Tower Pier
  - Clock Tower
  - Jacques-Cartier pavilion
  - The Company reserves the right to add any other building or location where the Services may be required.
- .3 All plans and documents necessary for the performance of the Services are provided in Schedule A2.

### **SECTION III – MINIMUM TECHNICAL REQUIREMENTS**

#### **3.1 Maintenance**

- .1 The Consultant agrees and certifies that the waste collected on the Company's Site will be disposed of in accordance with applicable environmental laws and standards. Accordingly, the Consultant shall provide the Company with a monthly disposal report.
- .2 The Consultant agrees to repair, at their own expense, any parts damaged during the performance of the Services. In the event of irreparable damage, the Consultant agrees to reimburse the Company for the value of the cost of the work, including parts and labour.
- .3 The Consultant must ensure that each landfill site complies with Ministère de l'Environnement standards.
- .4 Waste disposed by the Consultant will be invoiced to the Company at the unit rates submitted and based on the actual weight of disposed material (see Schedule 10).
- .5 The Consultant must consistently and efficiently monitor the Services performed.
- .6 The Consultant shall provide training to Company supervisory staff for the mechanical compactor system upon replacement of the Equipment.
- .7 The Consultant shall immediately notify the Company Representative of any changes with respect to new laws or regulations.
- .8 The Consultant shall ensure that all vehicles required for the performance of the Services are provided.
- .9 All Equipment provided by the Consultant must be refurbished prior to delivery to the Site.

- .10 All **compactors** shall be cleaned on a monthly basis in the summer and every three (3) months during the off season. No cleaning will be tolerated on the Company's Site. The Consultant shall perform cleaning tasks off Site and replace the compactors the same day.
- All **containers** must be washed once a year during the summer period, upon request by the Company. The Consultant shall perform cleaning tasks off Site and replace the containers the same day.
- .11 All compactors shall be equipped with an anti-odour system. The Consultant must ensure the system is operational at all times and must provide the product to the Company at no additional cost.
- .12 All of the Consultant's Equipment must be safe for users. Furthermore, all compactors must be fitted with the same key, of which the Consultant shall provide twenty (20) copies to the Company.
- .13 In the event a driver cannot access a container or compactor on the Site, the Consultant must ensure that the driver contacts the Company's Supervisor at 514-838-4630 before leaving the Site. The Company will intervene to promptly resolve the situation so that the waste is collected as planned.
- .14 The Consultant shall ensure that it promptly responds to Company requests on any issues or emergencies and provide a direct customer service telephone number.
- .15 Telephone numbers to contact the Company Representative will be provided upon signing the Agreement.

### 3.2 Location of Containers and Compactors

- .1 The Equipment required for the waste management program shall be installed by the Consultant at the designated locations indicated in the plans of the Site, or P2020-024-01, P2020-024-02 and P2020-024-03, attached to Schedule A2.
- .2 The Company reserves the right, for the duration of the Agreement and at no additional cost to the Company, to change the designated locations for the Equipment shown before final installation.

### 3.3 Excluded Services

- .1 Manual waste collection.

### 3.4 Equipment

- .1 The Consultant must provide the most up-to-date Equipment with all the necessary certifications.
- .2 Minimum specifications for compactors:

#### Control Panel

- Semi-automatic system
- Three-position power switch
- Safety shut-down switch
- Reset button on housing
- Emergency stop button

- Operating indicator light
- Key lock start
- Multi-cycle operation

#### **Hydraulic Unit**

- 10 HP 1,800 rpm 600V/3Ø
- 9 gpm pump
- 130 L hydraulic tank
- Operating pressure: 1,800 psi
- Maximum pressure: 2,100 psi
- Suction strainer
- Return-line filter 10 microns
- Low oil/high temperature indicator
- Pressure gauge

#### **Compactor Section**

- 2.0 m<sup>3</sup> capacity
- Cycle time: maximum 60 sec

#### **Other Equipment**

- Safety cage with door or safety barrier with control panel
- Universal clip
- Retainer teeth
- Rails

.3 The Consultant must provide the technical data sheet for each compactor before the Agreement comes into effect.

### **3.5 Advertising and Signage**

.1 The Company shall ensure that no signage is applied to containers or compactors.

.2 The Consultant may have their name or the name of one of their subsidiaries on any of the containers or compactors provided, in accordance with the Company's instructions and with the prior written approval of the Company at its sole discretion.

### **3.6 Reports and Additional Requests**

.1 The Consultant must ensure that all waste is weighed during collection and that a monthly statistical report is prepared on the volume and categories of waste. The monthly report shall be emailed to the Company Representative no later than seven (7) days following the end of the month to which it relates.

.2 Any delivery of additional containers on the Company Site shall require a Statement of Work by email.

.3 Only the Company Representative has the authority to order and receive additional requests for dedicated Site operations Equipment.

### 3.7 Landfill Site

.1 The Consultant must provide a list of the landfill and recovery sites it intends to use for its Services.

On the Effective Date of the Agreement, the sites are as follows: **(To be completed)**

Only sites that meet the standards of the Ministère de l'Environnement shall be accepted. An updated list shall be provided annually to the Company Representative. The Consultant agrees to use only landfill and recovery sites that meet the standards of the Ministère de l'Environnement.

**SCHEDULE "A1"**  
**ESTIMATED COLLECTION FREQUENCY**

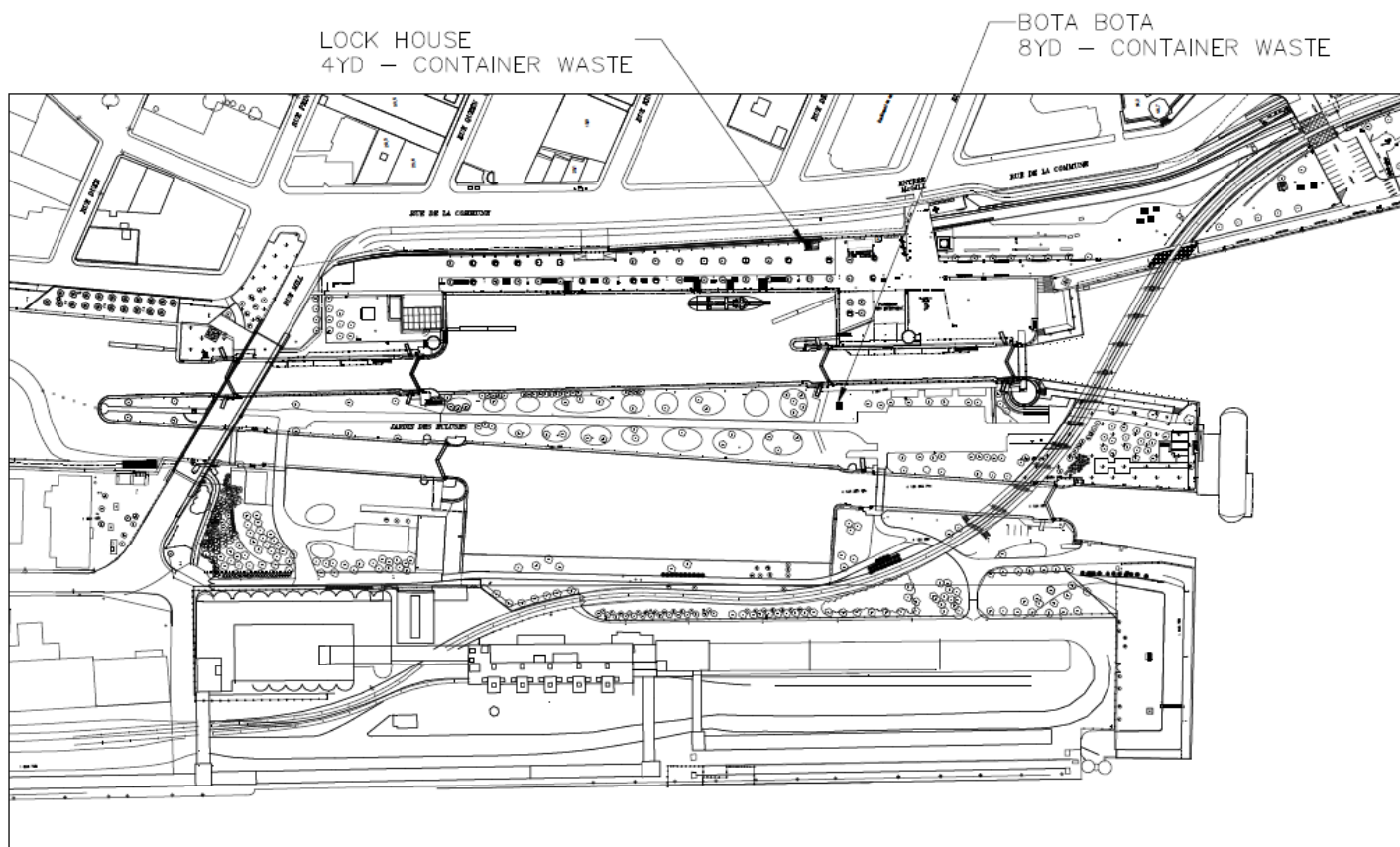
| Equipment Concerned                                | Volume of Equipment | Type of Equipment   | Number of Equipment | Collection Frequency                                                                                                  |
|----------------------------------------------------|---------------------|---------------------|---------------------|-----------------------------------------------------------------------------------------------------------------------|
| CSM compactor – waste                              | 30 yd <sup>3</sup>  | RO                  | 1                   | May 1–Oct 31: 4 collections/month (Friday, every week)<br>Nov 1–April 30: 2 collections/month (Friday, every 2 weeks) |
| Jacques-Cartier Pier compactor – waste             | 30 yd <sup>3</sup>  | RO                  | 1                   | May 1–Oct 31: 4 collections/month (Friday, every week)                                                                |
| Bota Bota container – waste                        | 8 yd <sup>3</sup>   | Front – Low Profile | 1                   | May 1–Oct 31: 7 collections/week (daily)<br>Nov 1–April 30: 3 collections/week (Monday, Thursday, Saturday)           |
| Clock Tower Pier (lower section) container – waste | 8 yd <sup>3</sup>   | Front – Low Profile | 1                   | May 1–Oct 31: 7 collections/week (daily)<br>Nov 1–April 30: 3 collections/week (Monday, Thursday, Saturday)           |
| De l'Étang Pavilion container – waste              | 8 yd <sup>3</sup>   | Front – Low Profile | 1                   | May 1–Oct 31: 7 collections/week (daily)                                                                              |
| Belvedere container – waste                        | 4 yd <sup>3</sup>   | Front               | 2                   | May 1–Oct 31: 7 collections/week (daily)<br>Nov 1–April 30: 3 collections/week (Monday, Thursday, Saturday)           |
| Lock House container – waste                       | 4 yd <sup>3</sup>   | Front               | 1                   | May 1–Oct 31: 7 collections/week (daily)<br>Nov 1–April 30: 3 collections/week (Monday, Thursday, Saturday)           |
| Clock Tower Quay container – waste                 | 2 yd <sup>3</sup>   | Front               | 1                   | May 1–Oct 31: 7 collections/week (daily)                                                                              |


The Company will inform the Consultant in writing of any change in the collection frequency and the Consultant will be required to respect the new frequency.

**SCHEDULE "A2"  
PLANS**

- P2024-024-01 Location of waste containers
- P2024-024-02 Location of waste containers
- P2024-024-03 Location of waste containers

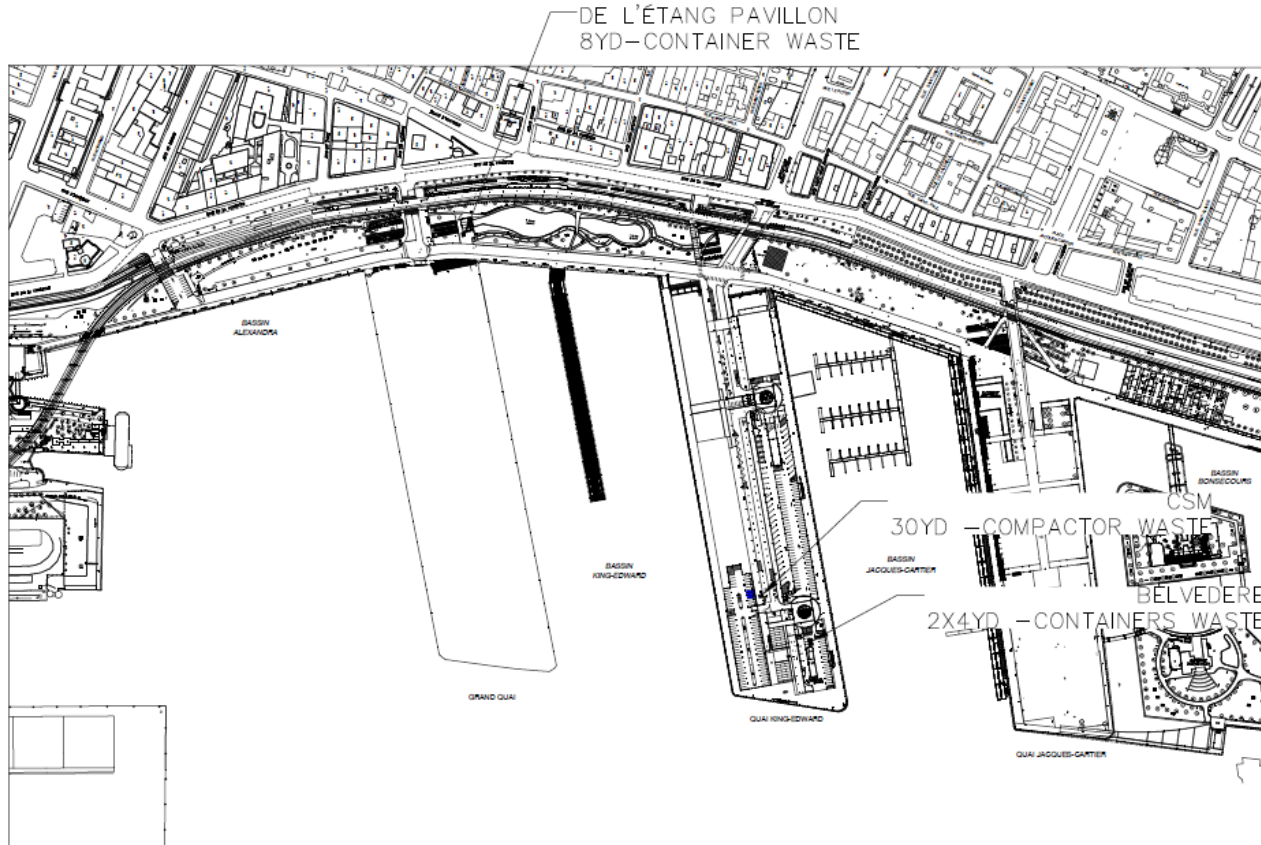
P2024-024-01 Location of waste containers



|                                                                                       |                                   |      |                           |                              |                  |                              |
|---------------------------------------------------------------------------------------|-----------------------------------|------|---------------------------|------------------------------|------------------|------------------------------|
|  | Secteur / Sector:                 | WEST | Dessiné par / Drawing by: | J.C.                         | Date / Date:     | 2024-02-28                   |
|                                                                                       | Localisation / Localization:      | —    |                           |                              | Echelle / Scale: | N/A                          |
|                                                                                       | Titre de la feuille / Page title: |      |                           | LOCATION OF WASTE CONTAINERS |                  | No. de dessin / Drawing no.: |

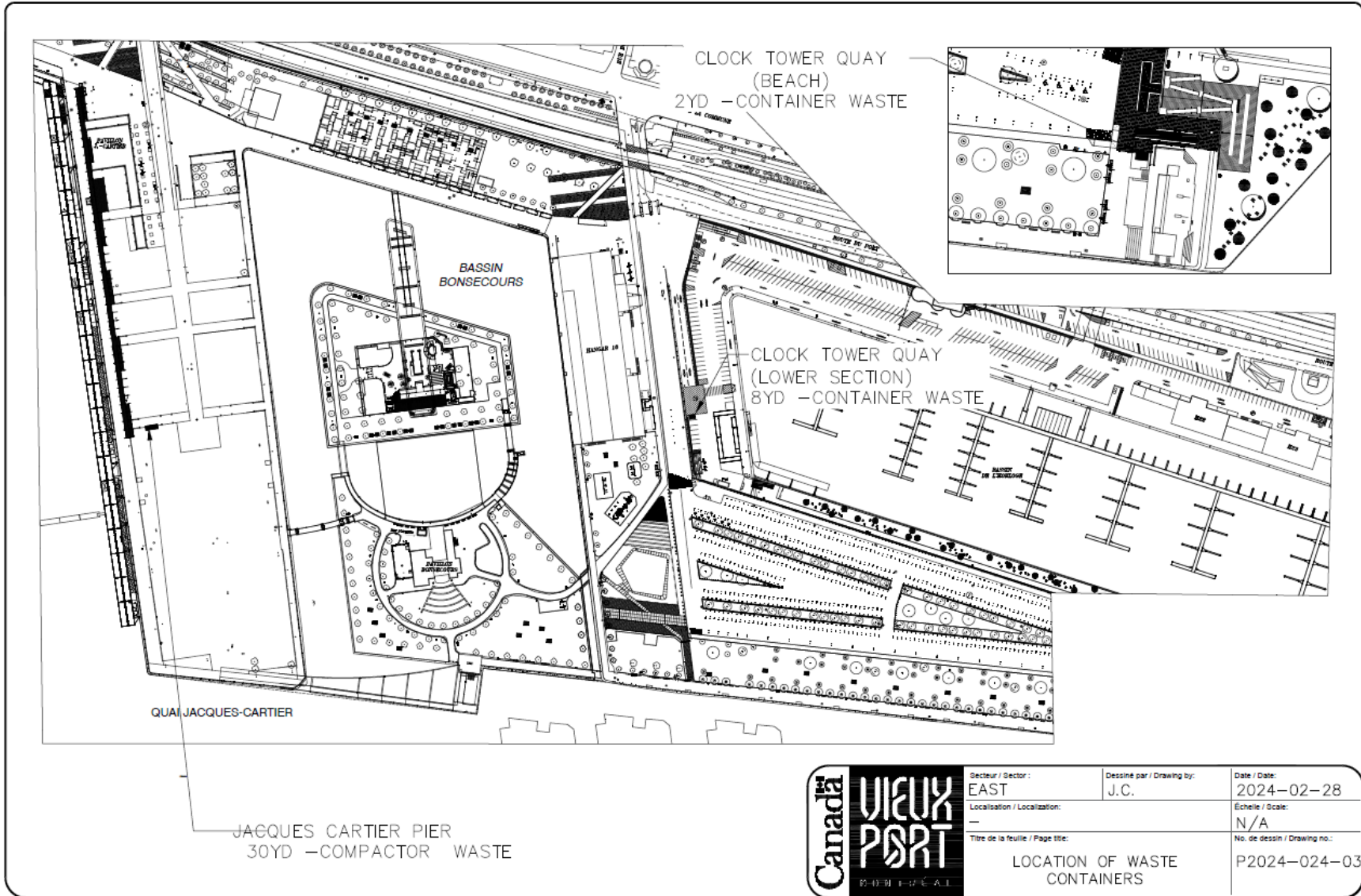


P2024-024-02 Location of waste containers



|                                   |                              |                              |                  |
|-----------------------------------|------------------------------|------------------------------|------------------|
|                                   | Secteur / Sector:            | Dessiné par / Drawing by:    | Date / Date:     |
|                                   | CENTER                       | J.C.                         | 2024-02-28       |
|                                   | Localisation / Localization: |                              | Échelle / Scale: |
|                                   |                              |                              | N/A              |
| Titre de la feuille / Page title: |                              | No. de dessin / Drawing no.: |                  |
| LOCATION OF CONTAINERS WASTE      |                              | P2024-024-02                 |                  |

P2024-024-03 Location of waste containers



|                                   |      |                           |                              |                  |                              |
|-----------------------------------|------|---------------------------|------------------------------|------------------|------------------------------|
| Secteur / Sector:                 | EAST | Dessiné par / Drawing by: | J.C.                         | Date / Date:     | 2024-02-28                   |
| Localisation / Localization:      | -    |                           |                              | Echelle / Scale: | N/A                          |
| Titre de la feuille / Page title: |      |                           | LOCATION OF WASTE CONTAINERS |                  | No. de dessin / Drawing no.: |
|                                   |      |                           |                              |                  | P2024-024-03                 |

**SCHEDULE "B"  
FEES AND EXPENSES**

**SECTION I – Recurring Services**

Fees for recurring Services will be based on the following unit rates for the entire Term of the Agreement (including any renewal period):

| <b>Scheduled Collections During Summer (May 1 to October 31 = 184 days)</b>    |                            |                            |                          |                            |                                               |                                          |                                          |
|--------------------------------------------------------------------------------|----------------------------|----------------------------|--------------------------|----------------------------|-----------------------------------------------|------------------------------------------|------------------------------------------|
| <b>Item</b>                                                                    | <b>Equipment concerned</b> | <b>Volume of Equipment</b> | <b>Type of Equipment</b> | <b>Monthly Rental Cost</b> | <b>Unit Price Per Collection <sup>3</sup></b> | <b>Disposal of Waste (Price per ton)</b> | <b>Government Charge (price per ton)</b> |
| <b>1</b>                                                                       | Compactors                 | 30 yd <sup>3</sup>         | Roll off                 |                            |                                               |                                          |                                          |
| <b>2</b>                                                                       | Containers                 | 8 yd <sup>3</sup>          | Front load, Low Profile  | N/A                        |                                               | Included                                 | Included                                 |
| <b>3</b>                                                                       | Containers                 | 4 yd <sup>3</sup>          | Front load               | N/A                        |                                               | Included                                 | Included                                 |
| <b>4</b>                                                                       | Containers                 | 2 yd <sup>3</sup>          | Front load               | N/A                        |                                               | Included                                 | Included                                 |
| <b>Scheduled Collections During Winter (November 1 to April 30 = 181 days)</b> |                            |                            |                          |                            |                                               |                                          |                                          |
| <b>5</b>                                                                       | Compactors                 | 30 yd <sup>3</sup>         | Roll off                 |                            |                                               |                                          |                                          |
| <b>6</b>                                                                       | Containers                 | 8 yd <sup>3</sup>          | Front load, Low Profile  | N/A                        |                                               | Included                                 | Included                                 |
| <b>7</b>                                                                       | Containers                 | 4 yd <sup>3</sup>          | Front load               | N/A                        |                                               | Included                                 | Included                                 |

The Company will only be charged for the number of collections actually performed by the Consultant and according to the number of ton actually weighed.

Expenses include Equipment rental, transportation, installation and removal of Equipment, storage of the compactor and any other piece of Equipment required by the Company, cleaning costs, installation and replacement of odour control devices, disposal costs and government charge, as well as travel (transportation) and fuel costs.

No Expenses are payable for Recurring Services during the Term of this Agreement, including but not limited to all transportation and fuel expenses.

**SECTION II – On-Demand Services**

Fees for On-Demand Services will be based on the following flat unit prices and hourly rates for the entire Term of the Agreement (including any renewal period):

| <b>Container rental and On-Demand collection</b> |                            |                            |                          |                                               |                                                                                     |                                                                               |
|--------------------------------------------------|----------------------------|----------------------------|--------------------------|-----------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <b>Item</b>                                      | <b>Equipment Concerned</b> | <b>Volume of Equipment</b> | <b>Type of Equipment</b> | <b>Unit Price Per Collection <sup>1</sup></b> | <b>Waste Disposal Costs<br/>Are they included in the unit price per collection?</b> | <b>Government Charge<br/>Is it included in the unit price per collection?</b> |
| <b>1</b>                                         | Containers                 | 40 yd <sup>3</sup>         | Roll off                 |                                               | No                                                                                  | No                                                                            |
| <b>2</b>                                         | Containers                 | 30 yd <sup>3</sup>         | Roll off                 |                                               | No                                                                                  | No                                                                            |
| <b>3</b>                                         | Containers                 | 20 yd <sup>3</sup>         | Roll off                 |                                               | No                                                                                  | No                                                                            |
| <b>4</b>                                         | Containers                 | 8 yd <sup>3</sup>          | Front load, Low profile  |                                               | Yes                                                                                 | Yes                                                                           |
| <b>5</b>                                         | Containers                 | 6 yd <sup>3</sup>          | Front load               |                                               | Yes                                                                                 | Yes                                                                           |
| <b>6</b>                                         | Containers                 | 4 yd <sup>3</sup>          | Front load               |                                               | Yes                                                                                 | Yes                                                                           |
| <b>7</b>                                         | Containers                 | 2 yd <sup>3</sup>          | Front load               |                                               | Yes                                                                                 | Yes                                                                           |

| <b>Waste Processing</b> |                                                |                                     |                                        |
|-------------------------|------------------------------------------------|-------------------------------------|----------------------------------------|
| <b>Item</b>             | <b>Type de Waster</b>                          | <b>Disposal Costs<br/>(per ton)</b> | <b>Government Charge<br/>(per ton)</b> |
| <b>8</b>                | Standard waste (residual materials)            |                                     |                                        |
| <b>9</b>                | Metal and wood (non-recyclable)                |                                     |                                        |
| <b>10</b>               | Construction materials (CRDs) – Non-recyclable |                                     |                                        |
| <b>11</b>               | Contaminated recyclable waste                  |                                     |                                        |

Expenses include the rental of Equipment, transportation, installation and removal of Equipment, storage of the compactor and any other piece of Equipment required by the Company, cleaning costs, installation and replacement of odour control devices, disposal costs and government fees, as well as travel (transportation) and fuel costs.

No Expenses are payable for On-Demand Services during the Term of this Agreement, including but not limited to any expenses relating to transportation/travel and fuel.

<sup>1</sup> The unit price per collection must include all costs necessary for the performance of the Services, as well as the provision of the Equipment. Unit prices shall remain firm for the duration of the Agreement.

**SCHEDULE "C"  
INSURANCE**

- 1.1 The Consultant shall (and shall ensure that its subconsultants shall) pay for and maintain in full force and effect with insurance company(s) admitted/licensed by the Province of Quebec or other Canadian jurisdictions to do business in the Province of Quebec and rated not less than "A" in A.M. Best Insurance Key Rating Guide, or an equivalent independent insurer rating agency, the following policies of insurance, with deductibles and self-insured retentions being declared and subject to approval by the Company:
- (a) automobile liability insurance covering all licensed motor vehicles owned, rented or leased having a limit of \$2,000,000, inclusive, per occurrence for bodily injury, death and damage to property;
  - (b) all risks property insurance covering all property that is owned, rented or leased and to be used for the performance of the Services for the full replacement cost value of such property;
  - (c) professional errors and omissions liability insurance in an amount not less than \$2,000,000 per claim and in the annual aggregate, and the Consultant must notify the Company if any claims made against this policy erode the policy limits below those required;
  - (d) commercial general liability insurance covering all operations in connection with the Agreement on an occurrence basis with a combined single limit of \$5,000,000, inclusive, for each occurrence for third party bodily injury, including death, personal injury and damage to property, including loss of use thereof and such coverage shall include, but not be limited to, the following:
    - (i) blanket contractual liability;
    - (ii) sudden and accidental pollution liability;
    - (iii) broad form property damage including completed operations;
    - (iv) broad form property damage;
    - (v) cross liability and severability of interest clause;
    - (vi) additional insured endorsement;
    - (vii) non-owned automobile liability; and
- 1.2 Insurance coverage in Section 1.1 of this Schedule "C":
- (a) will be primary to the extent of fault of the Consultant or its subconsultants; and
  - (b) except for the insurance coverage specified in subsections 1.1(a) and 1.1(c), must name the Company (OLD PORT OF MONTREAL CORPORATION INC.) and Canada Lands Company CLC Limited as an additional insured and any subconsultants attending at the location of the Project as additional insureds.
- 1.3 To the fullest extent permitted by law, the Consultant hereby releases the Company, its directors, officers, employees and others working on its behalf from and against any and all liability or responsibility to the Consultant or anyone claiming through or under the Consultant by way of subrogation or otherwise, for any loss. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the Term of this Agreement.
- 1.4 The Consultant shall and shall ensure that its subconsultants shall:

- (a) provide the Company with a certificate of insurance for the policies described in section 1.1 within ten (10) business days of the date of this Agreement or prior to commencement of the Services, whichever is earlier, and certificates of insurance evidencing renewal of these policies within twenty (20) business days of their expiry date where such policies expire prior to final completion of the Services;
  - (b) be responsible for the deductibles relating to the insurance proceeds under the required insurance;
  - (c) place all policies with insurers that are licensed to provide insurance in the Province of Quebec in a form acceptable to the Company; and
  - (d) ensure that each insurance policy required shall be endorsed to state that coverage shall not be cancelled or materially amended except after thirty (30) days' prior written notice by certified or registered mail, return receipt requested, has been given to the Company. The insurer must provide the Company with notification of any cancellation of any coverage and the Consultant must provide the Company with notification of any major change, modification or reduction in coverage.
- 1.5 If the Consultant, or any subconsultant, fails to furnish the Company with a certificate of insurance for each policy required to be provided by the Consultant or the subconsultant, or if after furnishing the certificate of insurance, the policies lapse, are cancelled or are materially changed, then in every case the Company may, but shall not be obligated to, obtain and maintain such insurance in the name of the Consultant or any subconsultant. The cost thereof shall be payable by the Consultant to the Company on demand, and the Company may at its election deduct the cost from any monies that are due or may become due to the Consultant.
- 1.6 Neither the providing of insurance by the Consultant in accordance with the requirements of the Agreement, nor the insolvency, bankruptcy, or failure of any insurance company to pay any claim, shall be held to relieve the Consultant from any other provisions of the Agreement with respect to liability of the Consultant, or otherwise.

**SCHEDULE D  
PREFERRED FORM OF STATEMENT OF WORK BY E-MAIL**

**For On-Demand Services**

The Company shall send the Statement of Work by e-mail to the Consultant's designated person as follows:

*Description of the Services Required: (to be described in detail)*

The Services described and requested herein are provided under the Master Professional Services Agreement dated as of this • day of • 2024 between you, the Consultant, and the Company (the "**Agreement**"), which shall remain in force, and all On-Demand Services will be performed in the same manner as set out in the Agreement, unless otherwise expressly provided by written agreement between the parties. In the event of a conflict between the Agreement and this request for Services via a Statement of Work by e-mail, the Agreement shall prevail. Fees for the Services described will be based on the rates set out in the Agreement. No Expenses are reimbursable for the provision of the Services.

This request for services by e-mail is equivalent to a Statement of Work under the Agreement. The Consultant shall respond to acknowledge this request for services, and upon acceptance by both parties, the parties confirm that this will constitute a Statement of Work duly executed by both parties under the Agreement.



**SCHEDULE "E"**  
**ELECTRONIC FUNDS TRANSFER TERMS AND CONDITIONS**

These Electronic Funds Transfer Terms and Conditions (the "**EFT Terms and Conditions**") shall become effective upon execution by the Consultant of the Agreement and upon receipt of the completed Electronic Funds Transfer Authorization Form found on the Company's online platform (the "**EFT Form**") submitted electronically by the Consultant to the Company (unless already previously completed by the Consultant on the Company's online platform and received by the Company).

**Definitions** – For the purposes of this Agreement,

- (i) "**Processing Institution Account**" means the Consultant's account at the financial institution;
- (ii) "**Processing Institution**" means the financial institution that holds the account to be credited/debited by means of electronic funds transfer;
- (iii) "**Payables Payments**" means amounts receivable by the Consultant (fees and reimbursement of expenses) according to the Principal Services Agreement signed between the Company and the Consultant on [Insert date of the Agreement] (the "**Agreement**").

**Method of Payment** – The Consultant acknowledges that the Company will process all Payables Payments by electronic funds transfer. The Consultant agrees that it will no longer be receiving a paper cheque or a paper explanation of the payment.

In the event that the Company is unable to release one or more payments by way of Electronic Funds Transfer, the Consultant agrees to either a) accept payment by cheque or some other mutually agreeable method of payment; or b) request the Company to extend the payment due date until such time as the Company can make payment by Electronic Funds Transfer.

The Company shall make payment to the Consultant using the banking information provided by the Consultant on the EFT Form. In the event that the information provided has changed, the Consultant shall be responsible to provide the Company with updated information. The Consultant undertakes to inform with sufficient prior written notice to the Company of any changes in the Processing Institution Account information provided in the EFT Form.

**Authorization** – The Consultant hereby authorizes the Company to deposit or draw on the Processing Institution Account, for the following purposes: a) deposit the Payables Payments according to the invoices submitted by the Consultant to the Company; b) debit the Consultant's Processing Institution Account if an erroneous remittance was made. The Processing Institution Account that the Company is authorized to deposit or draw upon has been specified by the Consultant on the EFT Form.

The Consultant declares and acknowledges to have contacted its Processing Institution to discuss the implementation of the Electronic Funds Transfer payment with the Company, and confirms that the Processing Institution will be able to accept the payments done through Electronic Funds Transfer on its behalf. The Consultant also declares and acknowledges to pay any and all service charges that its Processing Institution may levy for this service.

**Continuing Authorization** – This authorization is continuing and the Company may rely on this authorization for all financial transactions relating to the Payables Payments, until the Consultant notifies the Company of any changes in writing.

**Revocation & Change** – The Consultant may change or revoke the authorization given to process all Payables Payments via electronic funds transfer at any time upon providing ten (10) business days

written notice to the Company, using the EFT Form. Revocation of the authorization does not terminate any contract for goods or services that exists between the Consultant and the Company. The authorization only applies to the method of payment and does not otherwise have any bearing on the contract for the goods or services exchanged.

**Erroneous Remittance** – In the event of an erroneous remittance, the Consultant acknowledges responsibility for ensuring sufficient funds are available in its Processing Institution Account for the Company to recover the amount. The Consultant agrees to notify the Company and return the funds in full within the 48 hours of receipt without dispute of any erroneous payment. After 48 hours, interest at the rate of ten percent (10%) will apply if the amount is not returned in full. If the Consultant does not reimburse the funds, then in addition to any other remedies, the Company can offset those amounts against any other amounts owed to the Consultant. To ensure accounting integrity, the Consultant agrees to not use these funds to offset other liabilities owing to them.

**Liability for uncompleted transfers** – If an uncompleted transfer occurs because the Company used the Consultant's information provided on the EFT Form incorrectly, the Company remains responsible for making a correct payment as soon as reasonably possible after being notified of the uncompleted transfer.

If an uncompleted or erroneous transfer occurs because the Consultant's information provided on the EFT Form was incorrect and if the funds are no longer in the control of the Company, the Company is deemed to have made payment and the Consultant is responsible for recovery of any erroneously directed funds.

If an uncompleted or erroneous transfer occurs because the Consultant's information provided on the EFT Form was incorrect and if the funds are still in the control of the Company, the Company shall not make payment until the updated information is provided by the Consultant.

In no event shall the Company be liable for any special, incidental, exemplary, or consequential damages as a result of the delay, omission, or error in the transmission of an electronic payment, even if the Company has been advised of the possibility of such damages. In addition, neither party shall be liable for the act or omission of any financial institution or other party.

**Prompt Payment** – A payment shall be deemed to have been made in a timely manner as soon as the amount has been debited from the Company's bank account.

**Notification** – The Consultant hereby waives the right to receive pre-notification of the amount of each pre-authorized debit or deposit authorized by the EFT Form and agrees it does not require advance notice of the amount of the pre-authorized debits or deposits before they are processed.

By executing the Agreement the Consultant acknowledges that it has reviewed and hereby agrees to be bound by all the terms and conditions set out in these EFT Terms and Conditions.

**Accuracy** – In the event that the Consultant has already completed the EFT Form, the Consultant confirms that all the information provided has not changed. Should the information provided by the Consultant in the EFT Form have changed, the Contractor shall notify the Company a timely manner.