

THIS AGREEMENT is entered into between Town of Fort Frances defined by the Signed Project Authorization" hereinafter referred to as "CLIENT", and TBT Engineering Limited (TBT Engineering), hereinafter referred to as "CONSULTANT".

WHEREAS, CLIENT desires CONSULTANT to perform certain technical services on behalf of CLIENT and CONSULTANT desires to perform the same for the compensation and in accordance with the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be adhered to as part of the Project Authorization

THE PARTIES HERETO AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

CONSULTANT shall perform the work outlined in CONSULTANT's proposal or the SCOPE OF SERVICES – agreed to in the Signed Project Authorization or by way of a Signed Client Purchase Order. The proposal is agreed to by CLIENT and incorporated herein by reference. All Services, regardless of commencement date, will be covered by this Agreement. Unless modified in writing and agreed to by both the parties, the duties of CONSULTANT shall not be construed to exceed those Services specifically set forth in the proposal.

2. INVOICES AND PAYMENT TERMS

CONSULTANT's charges for services rendered will be made in accordance with CONSULTANT's current schedule of fees plus all applicable taxes, in effect at the time the work is performed or as defined by the scope of work. CONSULTANT will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify CONSULTANT within ten days of receipt of invoice of any dispute with the invoice. CLIENT and CONSULTANT will promptly resolve any disputed items. Payment of undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due 30 days from the date of the invoice without hold back. CLIENT agrees to pay a finance charge of 2% per annum, on past due accounts. CLIENT agrees to pay legal costs and fees, and all other collection costs incurred by CONSULTANT in pursuit of past due payments.

3. NOTICES

All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing by hand, email, sent by facsimile machine or deposited in the mail or with an express courier addressed to CLIENT or CONSULTANT, as the case may be, at the addresses set forth below, with postage therein fully prepaid.

CLIENT: Town of Fort Frances
320 Portage Avenue
Fort Frances, ON
P9A 3P9

CONSULTANT: TBT Engineering Limited
1918 Yonge Street,
Thunder Bay, ON
P7E 6T9

4. TERMINATION

If payment remains past due sixty days from the date of the invoice, then CONSULTANT shall have the right to suspend all work under or terminate this agreement, without prejudice.

This Agreement may be terminated for cause by either party upon 30 day's written notice.

This Agreement may be terminated by either party in the event of substantial failure by the other party to perform in accordance with terms thereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice.

If this agreement is terminated, CLIENT shall forthwith pay to CONSULTANT fees for all services performed, up to the time of termination, including all expenses and other charges payable that are associated with obligations incurred by CONSULTANT for this project and all reasonable demobilization and other suspension costs.

5. STANDARD OF CARE

Services performed by CONSULTANT will be conducted in a manner consistent with that current level of care and skill ordinarily exercised by other members of the engineering and science professions practising under similar conditions subject to the time limits and financial and physical constraints applicable to the Services. No warranty, express or implied is made.

The CONSULTANT's field investigation, laboratory testing, and engineering recommendations do not address or evaluate pollution of soil or pollution of groundwater unless environmental evaluation of soil and groundwater are specifically identified in the scope of services.

6. DATA AND INFORMATION

CLIENT shall provide to CONSULTANT all the reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. CONSULTANT shall be entitled to rely upon the reports, data, studies, plans, specifications, documents and other information provided by CLIENT or others in performing the Services and CONSULTANT assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold

CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in reports, data, studies, plans, specifications, documents or other information provided to CONSULTANT by CLIENT.

CONSULTANT shall be responsible only for the accuracy of the data, interpretations and recommendations it generates or makes.

CONSULTANT will not be responsible for any interpretations and recommendations generated or made by others, which are based, in whole or in part, on CONSULTANT's data, interpretations or recommendations.

7. PROFESSIONAL WORK PRODUCT

CLIENT understands that the professional work product is for one time use only and not intended or represented by CONSULTANT to be suitable for reuse on any extension of a specific project or on any other project, without CONSULTANT's prior written permission. CLIENT agrees that any reuse unauthorized by CONSULTANT will be at CLIENT's sole risk and that CLIENT will defend, indemnify and hold CONSULTANT harmless from any loss or liability resulting from the reuse, misuse or negligent use of the professional work product.

All documents, and all electronic media prepared by CONSULTANT are instruments of service for the execution of the work. CONSULTANT retains all property and copyright to these instruments

8. LIMITATION OF LIABILITY

CLIENT shall promptly notify CONSULTANT of any defects or suspected defects arising directly or indirectly from CONSULTANT's negligent acts, errors or omissions. Failure by CLIENT to notify CONSULTANT shall relieve CONSULTANT of any further responsibility and liability for such defects.

CLIENT and CONSULTANT agree that all claims and legal actions arising directly or indirectly from this Terms of Engagement for the Services of the CONSULTANT shall be filed no later than two years from the date of CONSULTANT's substantial completion of the services.

CLIENT agrees that CONSULTANT shall not be responsible for a contractor's failure to perform work in accordance with the relevant contract documents.

CLIENT's failure to accept the professional recommendations and advice of CONSULTANT with respect to the project shall relieve CONSULTANT from any and all liability, whether in contract or in tort to CLIENT for all manner of loss and damage.

CLIENT agrees to limit the liability of CONSULTANT, its employees, officers, directors, agents, consultants and subcontractors to CLIENT, its employees, officers, directors, agents, consultants, subcontractors and successors, whether in contract or tort, which arises directly or indirectly from CONSULTANT's acts, errors or omissions, such that the total aggregate liability of CONSULTANT to all those named shall not exceed the agreed amount or CONSULTANT's total fee for the Services rendered under this Agreement, whichever is greater.

All representations and obligations including without limitation the obligation of CLIENT to indemnify CONSULTANT shall survive indefinitely the termination of the Agreement.

Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, or other special, indirect, consequential or punitive damages.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be at consent of the other.

9. CHANGES

CLIENT and CONSULTANT recognize that it may be necessary to modify the scope of Services, the schedule, and/or the cost estimate proposed in this Agreement. The cost of the work and the contract time estimates provided by the CONSULTANT to CLIENT under this agreement are subject to change and are contingent upon factors or which CONSULTANT has no control. Exact costs and time will be determined only when work has been performed.

CONSULTANT shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. CONSULTANT shall prepare a Change Order request outlining the required changes to the scope, schedule, and/or cost of the project. CLIENT has a duty to investigate or consider the Change Order request and advise CONSULTANT in a timely manner in writing on how to proceed. If after a good faith effort by CONSULTANT to negotiate modifications to the scope of Services, the schedule, and/or the cost estimate, an agreement has not been reached with the CLIENT, then CONSULTANT shall have the right to terminate this Agreement upon written notice to the CLIENT and the notice period as provided under the termination provisions of the agreement will be deemed to have commenced effective the date of CONSULTANT's change order request.

Where the cost estimate for the scope of Services is "not to exceed" a specific sum, CONSULTANT shall notify CLIENT before such limit is exceeded, and shall not continue to provide Service beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.

10. INSURANCE AND INDEMNITY

CONSULTANT maintains and shall continue to maintain during the performance of this Agreement, Workers' Compensation insurance in compliance with statutory limits and Professional and General Liability insurance coverage as detailed in INSURANCE COVERAGE - Schedule C, attached and forming a part of this agreement.

CLIENT shall not require CONSULTANT to sign any document or perform any Service which in the judgement of CONSULTANT would risk the availability or increase the cost of its professional or general liability insurance.

CONSULTANT shall, at all times, indemnify and save harmless CLIENT and its officers, directors, agents and employees from and against all claims, damages,

losses and expenses, to the extent directly attributable to the negligent acts, errors or omissions of CONSULTANT while performing Services under this Agreement.

CLIENT shall, at all times, defend, indemnify and save harmless CONSULTANT and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses, inclusive of claims made by third parties, for any claims against CONSULTANT arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors. To the fullest extent permitted by law, such indemnification shall apply regardless of strict liability of CONSULTANT.

11. DISPUTES

It is the intention of the parties that in the event of a dispute, difference, controversy or claim arising out of or relating to the performance of the contract or breach, rectification, termination, frustration or invalidity thereof, (hereinafter referred to as "the dispute"), every endeavour shall be made to resolve the matter on its merits by negotiation. The parties shall attend at least one meeting to discuss the matter at issue, as a condition precedent to commencing any other proceeding in respect of the dispute. If the dispute cannot be resolved by negotiation as aforesaid the parties shall confer in order to ascertain whether they agree that the dispute shall first be subject to the process of conciliation, mediation or such other alternative dispute resolution process as may be appropriate in the circumstances of the dispute and if they so agree, the dispute shall be referred to such process.

In the event that the dispute cannot be resolved in accordance with the procedures set out above within a period of thirty (30) days, or any longer period mutually agreed to by the CLIENT and CONSULTANT, or if at any time either party reasonably considers that the other party is not making reasonable efforts to resolve the dispute, a notice may be issued to the other party requiring that the dispute be referred to arbitration.

Arbitration shall be effected by a single Arbitrator in accordance with and subject to the Arbitration and Mediation Institute, "Rules for the Conduct of Arbitrations". The Conciliator, Mediator or neutral Advisor appointed by the parties, shall not be appointed as Arbitrator nor may that person be called by either party in the arbitration unless both parties agree in writing.

12. RIGHT OF ENTRY

CLIENT will provide for the right of entry for CONSULTANT, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. While CONSULTANT will take all reasonable precautions to minimize any damage to the property, it is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement, unless specifically included in the Scope of Services.

13. SUBSURFACE RISKS

CLIENT recognizes that there are special risks whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with the Standard of Care may fail to detect certain conditions. The environmental, geologic,

geotechnical, geochemical and hydro geologic conditions that CONSULTANT interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter conditions.

In the prosecution of the Services, CONSULTANT will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to defend, indemnify and hold CONSULTANT harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures and utilities are not called to CONSULTANT's attention.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, an aquifer, or saturated or unsaturated geological formation or fill horizon. CONSULTANT will adhere to the Standard of Care during the conduct of any subsurface investigation. Because subsurface sampling is a necessary aspect of the work which CONSULTANT may perform on CLIENT's behalf, CLIENT waives any claim against CONSULTANT, and agrees to defend indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by any subsurface investigation except to the extent finally determined to result from CONSULTANT's negligence. CLIENT further agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defence of any such claim, in accordance with CONSULTANT's prevailing fee schedule and expense reimbursement policy.

14. LOCATION OF HAZARDOUS SUBSTANCES

When Hazardous Substances are known, assumed or suspected to exist at a site, CONSULTANT will take those precautions it deems appropriate to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow any procedures that CONSULTANT deems prudent. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed CONSULTANT.

CLIENT shall furnish to CONSULTANT all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous materials or suspected Hazardous Materials, on or under the site.

15. DISCOVERY OF HAZARDOUS MATERIALS

CLIENT recognizes that anticipated or unanticipated Hazardous Substances or suspected Hazardous Substances may be discovered on the project site property, whether or not owned by CLIENT, or on any adjacent property to the site. CLIENT recognizes that it is CLIENT's responsibility, and not CONSULTANT's, to inform the Owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against CONSULTANT and agrees to defend, indemnify and hold harmless CONSULTANT from any claim or liability for injury or loss of any type arising from the discovery of anticipated or unanticipated Hazardous Substances or suspected Hazardous Substances on CLIENT's property or on property not

owned by CLIENT. CLIENT also agrees to compensate CONSULTANT for any time spent and expenses incurred by CONSULTANT including legal costs, in defence of any such claim. Furthermore, CLIENT agrees that discovery of unanticipated Hazardous Substances shall constitute a changed condition for which CONSULTANT shall be fairly compensated. If after a good faith effort by CONSULTANT to negotiate modifications to the scope of Services, the schedule and/or the cost estimate, an agreement has not been reached with the CLIENT, then CONSULTANT shall have the right to terminate this Agreement upon written notice to the CLIENT.

16. DELAYS AND FORCE MAJEURE

If site conditions prevent or inhibit performance of Services or if un-revealed hazardous waste materials or conditions are encountered, Services under this Agreement may be delayed. Any such delays, and any delays caused by CLIENT and its subcontractors, consultants, agents, officers, directors and employees, shall extend the contract completion date and CONSULTANT shall be paid for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labour and material escalation, and extended overhead costs, based on the FEE SCHEDULE, attributable to such delays. Delays within the scope of this Article shall, at the option of either party, make the Agreement subject to renegotiation or to termination.

CLIENT shall not hold CONSULTANT responsible for damages or delays in performance caused by acts of God, acts and/or omissions of Federal, Provincial and local governmental authorities and regulatory agencies or other events which are beyond the reasonable control of CONSULTANT and which could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include but not be limited to storms, floods, epidemics, war, riot, strikes, lockouts or other industrial disturbances, and inability with reasonable diligence to supply personnel, information, or material to the project. Should such acts or events occur, it is agreed that CONSULTANT shall use reasonable efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

17. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

All samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. Uncontaminated soil and rock samples or other specimens will be disposed of 60 days after submission of the report. Upon written request, CONSULTANT will store samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.

All contaminated samples and materials (containing or potentially containing Hazardous Substances) remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal.

All laboratory and field equipment that cannot be readily and adequately be cleansed of its hazardous contaminants shall become the property and

responsibility of the CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to turn such equipment, materials and/or samples directly over to a licensed hazardous waste disposal facility may be made at CLIENT's direction and expense.

It is understood and agreed that CONSULTANT is not, and has no responsibility as, a handler, generator, operator, treater, storer, transporter or disposer of Hazardous Substances, waste or material found or identified at the site. Client agrees to indemnify and hold CONSULTANT harmless from and against all loss, damage, expense and claims arising out of the disposal of all such samples, materials and equipment.

18. CONTROL OF WORK AND JOB-SITE SAFETY

CONSULTANT shall be responsible only for its activities and that of its employees and subcontractors. CONSULTANT's Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against CONSULTANT because of this Agreement or the performance or non-performance of Services hereunder. CONSULTANT will not direct, supervise or control the work of other consultants and contractors or their subcontractors. CONSULTANT does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier or other entities furnishing material or performing any work on the project.

Insofar as job site safety is concerned, CONSULTANT is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. CONSULTANT shall not advise or issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and subcontractors, shall be construed to imply that CONSULTANT controls the operations of others or has any responsibility for job site safety.

19. COMPLIANCE WITH CODES AND STANDARDS

CONSULTANT's professional Services shall be consistent with the Standard of Care and shall incorporate those publicly known federal, provincial and local laws, regulations, codes and standards that are applicable at the time CONSULTANT rendered its services. However, it is understood by the parties that the Services performed by CONSULTANT do not include rendering any legal advice. In any event, CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from CONSULTANT's failure to abide by federal, provincial or local laws, regulations, codes and standards that were not in effect or publicly announced at the time when CONSULTANT otherwise would have incorporated their intent into the Services. CLIENT further agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defence of any such claim, for any time spent or expenses incurred by CONSULTANT in defence of any such claim.

20. RESPONSIBILITY TO THE PUBLIC

CLIENT has duty to conform to applicable codes, standards, regulations and ordinances, with regard to public health and safety. CONSULTANT will at all

times endeavour to alert CLIENT to any matter of which CONSULTANT becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which CONSULTANT believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If CLIENT decides to disregard CONSULTANT's recommendation in these respects, CONSULTANT shall employ its best judgment in deciding whether or not it should notify public officials. Accordingly, CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, arising from or allegedly arising from CONSULTANT's notifying or not notifying public officials about conditions existing at the project site. Further, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defence of any such claim, with such compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy. If CLIENT decides to disregard CONSULTANT's recommendations regarding public health and safety, CONSULTANT shall have the right to immediately terminate this Agreement upon written notice to the CLIENT.

21. CONFIDENTIALITY

CONSULTANT shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished to CONSULTANT by CLIENT under this Agreement. CONSULTANT's confidentiality obligations shall not apply if such data or information is within the public domain, previously known to CONSULTANT, obtained from third parties without violating any confidentiality agreement, required to be produced by CONSULTANT pursuant to any law, subpoena or court order, or required by CONSULTANT in the defence of any claim. CONSULTANT may use and publish the CLIENT's name and give a general description of the Services rendered by CONSULTANT for the purpose of informing other clients and potential clients of CONSULTANT's experience and qualifications.

22. INDEPENDENT JUDGMENT OF CLIENT

If the Services include the collection of samples and data relative to CLIENT's contemplated purchase or sale of certain property, then the Services are performed by CONSULTANT with CLIENT's understanding of the Subsurface Risks. Therefore, although CONSULTANT will be responsible for the independent conclusions, interpretations, and interpolations presented to CLIENT, or others, which are the result of this effort, CONSULTANT does not undertake any Services which would result in any recommendation, advice or direction by CONSULTANT as to whether CLIENT should or should not proceed to purchase or sell the site in question, but it is understood that CLIENT intends to utilize the data by CONSULTANT to make its own independent judgment in this respect.

23. CLIENT LITIGATION

If CONSULTANT is requested to produce documents, witnesses or general assistance pursuant to a litigation, arbitration or mediation in support of CLIENT litigation to which CONSULTANT is not an adverse party; CLIENT shall reimburse CONSULTANT for all direct expenses and time in accordance with CONSULTANT's current rate schedule.

24. INTELLECTUAL PROPERTY

All rights to patents, trademarks, copyrights and trade secrets owned by CONSULTANT remain the property of CONSULTANT, and CONSULTANT does not grant CLIENT any right or license to such intellectual property. CONSULTANT shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others, unless CONSULTANT or its agents, employees or subcontractors are licensed or otherwise have the right to use and dispose of such information. CONSULTANT shall also use reasonable efforts to inform the CLIENT of any patent infringement that may be reasonably expected to result from the Services. However, reasonable efforts of CONSULTANT shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If CONSULTANT performs its Services in a manner consistent with the above, then to the fullest extent permitted by the law, CLIENT shall indemnify, defend and hold harmless the CONSULTANT and its officers, directors, agents and employees against all liability, cost, expense, attorney's fees, claims, loss or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

25. ELECTRONIC MEDIA

CLIENT acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility and therefore CLIENT cannot rely solely upon the electronic media version of CONSULTANT's professional work product. Copies of Documents shall be provided to CLIENT upon written request and at CLIENT's expense. CONSULTANT shall retain these Documents for a period of two years following submission of its report, during which period they will be made available to CLIENT at all reasonable times.

CONSULTANT will make a reasonable effort to check electronic media provided to CLIENT for viruses within the limits of CONSULTANT's capabilities. CONSULTANT will replace electronic media supplied by CONSULTANT and found to be contaminated by a virus with virus free media at no additional expense to CLIENT.

CLIENT agrees that it is CLIENT's responsibility to check electronic media used on CLIENT's systems for viruses prior to use and CONSULTANT has no responsibility for damages or consequential damages arising from CLIENT's use of virus contaminated electronic media supplied by CONSULTANT.

26. MISCELLANEOUS

CLIENT is used herein shall include and apply to all parties equally, be they individuals, corporations, partnerships, associations, government agencies, or other entities, whether acting alone or collectively as a group where the services of the Agreement are being provided to, or on behalf of, the group.

This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have any effect unless specifically set forth in writing signed by the parties to be bound thereby. Titles in this Agreement are convenience only.

No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.

Any provision to the extent it is found to be unlawful or unenforceable shall be ineffective without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.

All questions concerning the validity and operation of this Agreement and the performance of the obligation imposed upon the parties hereunder shall be governed by the laws of Canada, unless the law of another jurisdiction (province) must apply for this Agreement to be enforceable.

In rendering services to CLIENT, CONSULTANT may, at its sole discretion and at any stage, engage sub consultants to CONSULTANT to carry out its duties and responsibilities as set forth.

Project Authorization Signed by CLIENT and CONSULTANT represent an agreement of the above conditions.

For TBT Engineering:

For the Client:

Print Name: FRANCO GORELSZAK Print Name: _____

Signature:  Signature: _____

Title: VP BUILDING SERVICES Title: _____

Date: NOV. 5/20 Date: _____