

## SCHEDULE 1

### TENDER FORMS

Tender No.: 14-OF-12

#### FIVE (5) YEAR GARBAGE COLLECTION and RECYCLE COLLECTION SERVICE

The following Tender is hereby submitted to

THE CORPORATION OF THE TOWN OF FORT FRANCES  
(the "Town")

1. This Tender is submitted by ASSELIN TRANSPORTATION AND STORAGE LTD.  
(hereinafter sometimes referred to as the "Tenderer").
2. In the Tender Documents "Work" means the total provision of all labour, materials, plant, equipment, services, and otherwise, necessary for the proper execution and completion, in accordance with the Tender Documents, of the operation and maintain an efficient Garbage Collection and Recycle Collection Service within the Town of Fort Frances for the benefit and satisfaction of the Town, of:
  - (a) the Garbage Collection and Recycle Collection Service, if the Town awards the Tender for the Garbage Collection & Recycle Collection Service to the Tenderer; or
  - (b) those Parts(s) of Garbage Collection and Recycle Collection Service for which the Tenderer submits, and is awarded, the Tender.
3. The Tenderer acknowledges and agrees that:
  - (a) the items and quantities set out in, the Schedules of Unit Prices below (which shall be deemed to be attached to and form part of these Tender Forms) or elsewhere in the Tender Documents, are not to be and shall not be taken as a guarantee of actual quantities required;
  - (b) the Town reserves the right to increase, decrease or delete quantities of any or all items set out in, the Schedules of Unit Prices below or elsewhere in the Tender Documents, and no claim resulting from any increase, decrease or deletion in items and/or quantities will be considered;
  - (c) The Total Unit Price(s) given or set out by the Tenderer in this Tender:
    - (i) shall and does include all costs, expenses, and charges whatsoever for the performance and completion of the Work by the Tenderer, including, without limitation, for all labour, materials, plant, equipment, services, duties, taxes, performances bonds, insurance, transportation, and otherwise; and

- (ii) shall apply for the purpose of progress payments and shall apply throughout the time period of Years or part thereof for which the Tenderer may be awarded a Tender except that any increase or decrease in taxes such as HST after the date of the awarding of the Tender shall increase or decrease the Total Unit Price accordingly by the amount of such increase or decrease in tax.

4. The undersigned Tenderer:

- (a) confirms that the Tenderer has examined the Tender Documents and ascertained all necessary particulars of and with regard to the Work to the Tenderer's satisfaction;
- (b) submits the following Tender and agrees, if such Tender is accepted, to:
  - (i) enter into the Agreement and the OH&S Agreement and provide same to the Town duly executed; and
  - (ii) perform and complete the Work for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer herein except as may be increased or decreased by increase or decrease in taxes (such as GST) as set out in paragraph 3 hereof.

5. The forms below allow for a Tender for the Work relating to each Part(s) of Garbage Collection and Recycle Collection Service to be provided for each of the Contract Years.

Term of the Contract shall be from November 1, 2014 to October 31, 2019.

Tenderers are to bid on all five (5) years of the contract on a yearly basis.

6. The Tenderer encloses herewith the Deposit.

7. The undersigned acknowledges receipt of the following addenda:

<u>No.</u>	<u>Date Issued</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____

8. The Tenderer shall, forthwith upon request of the Town, provide a "Statement of Good Standing" and/or clearance certificate and/or such other evidence of compliance (with regard to workers' compensation insurance, including payments due thereunder) satisfactory to the Town, from the WSIB of Ontario.

9.

Dated at FORT FRANCES, ONT. this 14 day of OCTOBER, 2014.

SIGNATURE OF TENDERER:

Julie Mattson

Witness to signature of Tenderer

Eldon Mose

If a corporation, the person signing has authority to bind such corporation

Print name of Witness:

Julie Mattson

PRINT NAME AND TITLE OF PERSON SIGNING:

ELDON MOSE: PRESIDENT

IF A CORPORATION, PRINT PROPER NAME OF CORPORATION:

ASSELIN TRANSPORTATION AND STORAGE LIMITED

Address of Witness:

RR#1 SITE 105-1 Box 1

Address of Tenderer:

P.O. Box 746

FORT FRANCES, ONTARIO  
P9A3M2

Phone Number of Witness:

807-274-1252

FORT FRANCES, ONTARIO P9A3N1

Phone Number of Tenderer:

807-274-6255

Fax Number: 807-274-8437

Cell Number: 807-275-8300

## SCHEDULE OF UNIT PRICES

### PART 1

#### FIVE (5) DAY CYCLE OF GARBAGE COLLECTION

##### 1. Five (5) Day Cycle of Curbside Collection of Residential Garbage

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>141,779.76</u>	\$ <u>18431.36</u>	\$ <u>160211.12</u>
Price Per Year - 2016	\$ <u>141,779.76</u>	\$ <u>18431.36</u>	\$ <u>160211.12</u>
Price Per Year - 2017	\$ <u>141,779.76</u>	\$ <u>18431.36</u>	\$ <u>160211.12</u>
Price Per Year - 2018	\$ <u>141,779.76</u>	\$ <u>18431.36</u>	\$ <u>160211.12</u>
Price Per Year - 2019	\$ <u>141,779.76</u>	\$ <u>18431.36</u>	\$ <u>160211.12</u>
Five (5) Year Total Tender Price	\$ <u>708898.80</u>	\$ <u>92156.84</u>	\$ <u>801055.64</u>

H.S.T. NUMBER IF APPLICABLE: 100295047

\* Base Unit Prices do not include H.S.T.

## SCHEDULE OF UNIT PRICES

### PART 2

#### BI-WEEKLY (EVERY 2<sup>ND</sup> WEEK) COLLECTION OF RECYCLE MATERIAL

**1. Bi-Weekly Curbside Collection of Residential Recycling Material  
(Based on a Rotating Five (5) Day a Week Service)**

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>73988.96</u>	\$ <u>9618.56</u>	\$ <u>83607.52</u>
Price Per Year - 2016	\$ <u>73988.96</u>	\$ <u>9618.56</u>	\$ <u>83607.52</u>
Price Per Year - 2017	\$ <u>73988.96</u>	\$ <u>9618.56</u>	\$ <u>83607.52</u>
Price Per Year - 2018	\$ <u>73988.96</u>	\$ <u>9618.56</u>	\$ <u>83607.52</u>
Price Per Year - 2019	\$ <u>73988.96</u>	\$ <u>9618.56</u>	\$ <u>83607.52</u>
<b>Five (5) Year Total Tender Price</b>	\$ <u>369944.80</u>	\$ <u>48092.82</u>	\$ <u>418037.62.</u>

H.S.T. NUMBER IF APPLICABLE: 100295047.

\* Base Unit Prices do not include H.S.T.

## SCHEDULE OF UNIT PRICES

### PART 3

#### SUPPLY AND PICK-UP OF DUMPSTERS

##### 1. 2 Cubic Yard Dumpster – East End Hall

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2016	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2017	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2018	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2019	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
<b>Five (5) Year Total Tender Price</b>	\$ <u>4500.00</u>	\$ <u>585.00</u>	\$ <u>5085.00</u>

##### 2. 4 Cubic Yard Dumpster – Children's Complex

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2016	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2017	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2018	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2019	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
<b>Five (5) Year Total Tender Price</b>	\$ <u>4500.00</u>	\$ <u>585.00</u>	\$ <u>5085.00</u>

### 3. 4 Cubic Yard Dumpster – Marina (Sorting Gap)

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>330.00</u>	\$ <u>42.90</u>	\$ <u>372.90</u>
Price Per Year - 2016	\$ <u>330.00</u>	\$ <u>42.90</u>	\$ <u>372.90</u>
Price Per Year - 2017	\$ <u>330.00</u>	\$ <u>42.90</u>	\$ <u>372.90</u>
Price Per Year - 2018	\$ <u>300.00</u>	\$ <u>42.90</u>	\$ <u>372.90</u>
Price Per Year - 2019	\$ <u>300.00</u>	\$ <u>42.90</u>	\$ <u>372.90</u>
<b>Five (5) Year Total Tender Price</b>	\$ <u>1650.00</u>	\$ <u>214.50</u>	\$ <u>1864.50</u>

### 4. 2 Cubic Yard Dumpster – Airport

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2016	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2017	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2018	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2019	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
<b>Five (5) Year Total Tender Price</b>	\$ <u>4500.00</u>	\$ <u>585.00</u>	\$ <u>5085.00</u>

### 5. 4 Cubic Yard Dumpster – Town Hall

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2016	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2017	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2018	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2019	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
<b>Five (5) Year Total Tender Price</b>	\$ <u>4500.00</u>	\$ <u>585.00</u>	\$ <u>5085.00</u>

### 6. 4 Cubic Yard Dumpster – Public Works

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2016	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2017	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2018	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2019	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
<b>Five (5) Year Total Tender Price</b>	\$ <u>4500.00</u>	\$ <u>585.00</u>	\$ <u>5085.00</u>



### 7. 6 Cubic Yard Dumpsters (Two (2)) – Arena

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>950.00</u>	\$ <u>123.50</u>	\$ <u>1073.50</u>
Price Per Year - 2016	\$ <u>950.00</u>	\$ <u>123.50</u>	\$ <u>1073.50</u>
Price Per Year - 2017	\$ <u>950.00</u>	\$ <u>123.50</u>	\$ <u>1073.50</u>
Price Per Year - 2018	\$ <u>950.00</u>	\$ <u>123.50</u>	\$ <u>1073.50</u>
Price Per Year - 2019	\$ <u>950.00</u>	\$ <u>123.50</u>	\$ <u>1073.50</u>
<b>Five (5) Year Total Tender Price</b>	\$ <u>4750.00</u>	\$ <u>617.50</u>	\$ <u>5367.50</u>

### 8. 6 Cubic Yard Dumpster – Point Park

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>340.00</u>	\$ <u>44.20</u>	\$ <u>384.20</u>
Price Per Year - 2016	\$ <u>340.00</u>	\$ <u>44.20</u>	\$ <u>384.20</u>
Price Per Year - 2017	\$ <u>340.00</u>	\$ <u>44.20</u>	\$ <u>384.20</u>
Price Per Year - 2018	\$ <u>340.00</u>	\$ <u>44.20</u>	\$ <u>384.20</u>
Price Per Year - 2019	\$ <u>340.00</u>	\$ <u>44.20</u>	\$ <u>384.20</u>
<b>Five (5) Year Total Tender Price</b>	\$ <u>1700.00</u>	\$ <u>221.00</u>	\$ <u>1921.00</u>

### 9. 6 Cubic Yard Dumpster – Point Park

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>165.00</u>	\$ <u>21.45</u>	\$ <u>186.45</u>
Price Per Year - 2016	\$ <u>165.00</u>	\$ <u>21.45</u>	\$ <u>186.45</u>
Price Per Year - 2017	\$ <u>165.00</u>	\$ <u>21.45</u>	\$ <u>186.45</u>
Price Per Year - 2018	\$ <u>165.00</u>	\$ <u>21.45</u>	\$ <u>186.45</u>
Price Per Year - 2019	\$ <u>165.00</u>	\$ <u>21.45</u>	\$ <u>186.45</u>
<b>Five (5) Year Total Tender Price</b>	\$ <u>825.00</u>	\$ <u>107.25</u>	\$ <u>932.25</u>

### 10. 4 Cubic Yard Dumpster – Point Park

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>155.00</u>	\$ <u>20.15</u>	\$ <u>175.15</u>
Price Per Year - 2016	\$ <u>155.00</u>	\$ <u>20.15</u>	\$ <u>175.15</u>
Price Per Year - 2017	\$ <u>155.00</u>	\$ <u>20.15</u>	\$ <u>175.15</u>
Price Per Year - 2018	\$ <u>155.00</u>	\$ <u>20.15</u>	\$ <u>175.15</u>
Price Per Year - 2019	\$ <u>155.00</u>	\$ <u>20.15</u>	\$ <u>175.15</u>
<b>Five (5) Year Total Tender Price</b>	\$ <u>775.00</u>	\$ <u>100.75</u>	\$ <u>875.75</u>

### 11. 5 Cubic Yard Dumpster – Sunny Cove

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>1200.00</u>	\$ <u>156.00</u>	\$ <u>1356.00</u>
Price Per Year - 2016	\$ <u>1200.00</u>	\$ <u>156.00</u>	\$ <u>1356.00</u>
Price Per Year - 2017	\$ <u>1200.00</u>	\$ <u>156.00</u>	\$ <u>1356.00</u>
Price Per Year - 2018	\$ <u>1200.00</u>	\$ <u>156.00</u>	\$ <u>1356.00</u>
Price Per Year - 2019	\$ <u>1200.00</u>	\$ <u>156.00</u>	\$ <u>1356.00</u>
<b>Five (5) Year Total Tender Price</b>	\$ <u>6000.00</u>	\$ <u>780.00</u>	\$ <u>6780.00</u>

### 12. 6 Cubic Yard Dumpster (Recycling) – Sunny Cove

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>1200.00</u>	\$ <u>156.00</u>	\$ <u>1356.00</u>
Price Per Year - 2016	\$ <u>1200.00</u>	\$ <u>156.00</u>	\$ <u>1356.00</u>
Price Per Year - 2017	\$ <u>1200.00</u>	\$ <u>156.00</u>	\$ <u>1356.00</u>
Price Per Year - 2018	\$ <u>1200.00</u>	\$ <u>156.00</u>	\$ <u>1356.00</u>
Price Per Year - 2019	\$ <u>1200.00</u>	\$ <u>156.00</u>	\$ <u>1356.00</u>
<b>Five (5) Year Total Tender Price</b>	\$ <u>6000</u>	\$ <u>780.00</u>	\$ <u>6780.00</u>

**13. 6 Cubic Yard Dumpster – Fort Frances Cemetery**

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>950<sup>00</sup></u>	\$ <u>123.50</u>	\$ <u>1073.50</u>
Price Per Year - 2016	\$ <u>950<sup>00</sup></u>	\$ <u>123.50</u>	\$ <u>1073.50</u>
Price Per Year - 2017	\$ <u>950<sup>00</sup></u>	\$ <u>123.50</u>	\$ <u>1073.50</u>
Price Per Year - 2018	\$ <u>950<sup>00</sup></u>	\$ <u>123.50</u>	\$ <u>1073.50</u>
Price Per Year - 2019	\$ <u>950<sup>00</sup></u>	\$ <u>123.50</u>	\$ <u>1073.50</u>
<b>Five (5) Year Total Tender Price</b>	\$ <u>4750<sup>00</sup></u>	\$ <u>617.50</u>	\$ <u>5367.50</u>

H.S.T. NUMBER IF APPLICABLE: 100295047

\* Base Unit Prices do not include H.S.T.

## SUMMARY OF TENDER PRICES

### 1. PART ONE - Five (5) Year - Five (5) Day Cycle of Garbage Collection

TOTAL 5 YEAR BASE PRICE (no HST)	\$ <u>708898.80</u>
5 YEAR H.S.T.	\$ <u>92156.84</u>
Total Part 1 (Includes HST)	\$ <u>801055.64</u>

### 2. PART TWO - Five (5) Year Bi-Weekly (Every 2<sup>nd</sup> Week) Collection of Residential Recycling Materials

TOTAL 5 YEAR BASE PRICE (no HST)	\$ <u>369944.80</u>
5 YEAR H.S.T.	\$ <u>48092.82</u>
Total Part 1 (Includes HST)	\$ <u>418037.62</u>

### 3. PART THREE – Supply and Pick-up of Dumpsters

TOTAL 5 YEAR BASE PRICE (no HST)	\$ <u>48950.00</u>
5 YEAR H.S.T.	\$ <u>6363.50</u>
Total Part 1 (Includes HST)	\$ <u>55313.50</u>

Total of Part 1, Part 2 & Part 3 (no HST)	\$ <u>1127793.60</u>
Total of Part 1, Part 2 & Part 3 (HST)	\$ <u>146613.16</u>
Total of Part One, Part Two and Part Three (including HST)	\$ <u>1274406.70</u>

H.S.T. NUMBER IF APPLICABLE: 100295047

\* Base Unit Prices do not include H.S.T.

## SCHEDULE 2

### AGREEMENT

Tender No.: 14-OF-12

#### FIVE (5) YEAR GARBAGE COLLECTION and RECYCLE COLLECTION SERVICE

THIS AGREEMENT made this 14 day of October, 2014.

BETWEEN:

ASSELIN TRANSPORTATION AND STORAGE LIMITED.  
(herein sometimes referred to as the "Tenderer" or the "Contractor")

- and -

The Corporation of the Town of Fort Frances  
(the "Town")

Whereas the Contractor has represented to the Town that the Contractor is well able to perform the Work described in the Tender Documents for the respective Total Unit Price(s), Total Prices, and for the Year(s) quoted by the Tenderer in the Tender.

Now therefore the Contractor and the Town (herein sometimes referred to as the "Parties") undertake and agree as follows

1. The Tenderer shall perform and complete the Work:
  - (a) to, and for, the benefit and satisfaction of the Town, in accordance with the Tender Documents;
  - (b) for the Year(s), and for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer in the Tender Forms except as may be increased or decreased by increase or decrease in taxes (such as HST) as set out in paragraphs 3 and 4 of the Tender Forms.

2. The Tender Documents shall collectively be and the whole shall constitute the Contract between the Parties.
3. The Town agrees to pay to the Contractor in lawful money of Canada for the performance of the Work with the amounts to be paid on account thereof being determined by the unit price in accordance with the Specifications and Other Provisions and subject to adjustments, additions, deductions and deletions as provided in and by the Tender Documents. The Town shall pay on account thereof upon the approval of the Town Manager, Operations and Facilities (in the Tender Documents the Town Manager, Operations and Facilities is sometimes referred to as the "Manager"). Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.
4. If the Town fails to make payments to the Contractor as they become due under the terms of the Tender Documents, interest equal to the current bank prime rate + 2% per annum on such unpaid amounts shall become due and payable until payment.
5. If:
  - (a) the Contractor should be adjudged bankrupt, or becomes insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed of the Tenderer or the Tenderer's business or any part thereof; or
  - (b) a petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Tenderer;
  - (c) the Contractor fails or neglects to properly perform or complete the Work or otherwise fails to comply with the requirements of the Tender Documents (including, without limitation, failure to meet gradation specifications, or to meet delivery dates, or otherwise)

the Town may, without prejudice to any other right or remedy it may have, terminate this Agreement by giving the Contractor written notice.

The Contractor's obligation under the Tender Documents as to quality, correction and warranty of the work performed by him up to the time of termination shall continue in force after such termination.

6. Time shall in all respects be of the essence.
7. Neither this Agreement nor any rights or entitlements under it shall be assignable or transferable by the Contractor without the prior written consent of the Town.

8. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service or mail; or
- (c) sent prepaid by telecopier, telex or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed,

(i) in case of notice to the Town, as follows:

320 Portage Avenue  
FORT FRANCES, Ontario  
P9A 3P9  
Attention: Clerk

(ii) in case of the Contractor, as follows:

ASSEUN TRANSPORTATION AND STORAGE LTD.  
P.O. Box 746  
FORT FRANCES ONT  
P9A 3N1

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by telex, telecopier or other electronic communication or on the second day following the sending thereof by private courier or mail. Any Party hereto or others mentioned above may change any particulars of its address for notice by notice to the others in the manner aforesaid.

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

Julie Mattson  
Witness to signature of Tenderer

Print name of Witness:

Julie Mattson

SIGNATURE OF CONTRACTOR:

Eldon Mose  
If a corporation, the person signing has the authority to bind such corporation

PRINT NAME AND TITLE OF PERSON SIGNING:

ELDON MOSE: PRESIDENT.



IF A CORPORATION, PRINT PROPER NAME  
OF CORPORATION:

ASSELIN TRANSPORTATION AND STORAGE LIMITED

Address of Witness:

Address of Contractor:

RR#1 SITE 105-1 BOX 1

P.O. BOX 746

FORT FRANCES ONT P9A 3M2

FORT FRANCES, ONT P9A 3N1

Phone Number of Witness:

Phone Number of Contractor:

807-274-1252

807-274-6255

Fax Number:

807-274-8437

Cell Number:

807-275-8300

The Corporation of the Town of Fort Frances

per: \_\_\_\_\_

per: \_\_\_\_\_

I/we have authority to bind the Town

Date: October 14, 2014.

### SCHEDULE 3

#### OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

The undersigned Tenderer, ASSERIN TRANSPORTATION AND STORAGE LIMITED  
shall and does hereby agree and confirm that:

1. it is aware that the Town places great importance on the compliance with and adherence to the Occupational Health and Safety Act (the "Act") and the safety standards and policies of all authorities having jurisdiction;
2. all Work performed by the Tenderer or on its behalf shall be in conformity with the Act and the construction, health, and safety standards and policies of all authorities having jurisdiction;
3. the Tenderer and its employees, personnel, contractors, subcontractors, agents and/or representatives are knowledgeable and well versed in and with the requirements of, the Act and the safety procedures required for during the performance and completion of the Work;
4. all persons involved with the Work shall be required to wear proper safety equipment at all times; and
5. the Tenderer shall be solely responsible for, and the Tenderer shall not hold nor seek to hold the Town responsible in any way for, any violations of the Act or the failure of the Tenderer to comply with and adhere to the safety standards and policies of any and all authorities having jurisdiction.

SIGNATURE OF CONTRACTOR:

Julie Mattson

Witness to signature of Tenderer

Eldon Mose

If a corporation, the person signing has authority to bind such corporation

Print name of Witness:

JULIE MATTSON

PRINT NAME AND TITLE OF PERSON SIGNING:

ELDON MOSE: PRESIDENT

IF A CORPORATION, PRINT PROPER NAME  
OF CORPORATION:

ASBUN TRANSPORTATION AND STORAGE LIMITED

Address of Witness:

Address of Contractor:

RR#1 SITE 105-1 BOX 1  
FORT FRANCES, ONT P9A3M2

P.O. BOX 746  
FORT FRANCES ONT. P9A3N1

Phone Number of Witness:

Phone Number of Contractor:

807-274-1252

807-274-6255

Fax 807-274-8437 Number:

Cell 807-275-8300 Number:

The Corporation of the Town of Fort Frances

per: \_\_\_\_\_

per: \_\_\_\_\_

I/we have authority to bind the Town

Date: \_\_\_\_\_, 2014.