

Master Consulting Services Agreement
IBI as Consultant

This Master Consulting Services Agreement (the “**Agreement**”) is made as of **December XX, 2020**, between **City of Saint John** and **IBI Group Professional Services (Canada) Inc** for the professional services as provided below.

Commented [A1]: IBI to update date after the City has reviewed/approved contract

City of Saint John
55 McDonald St, PO Box 1971
15 Market Square
Saint John, NB, E2L 4L1E2J-0G7

and

**IBI Group Professional Services
(Canada) Inc**

“IBI”

the “Client”

Project Background:

The Client and IBI wish to enter into this Agreement whereby IBI will provide professional services to the Client pursuant to the following terms and conditions, subject to the execution of one or more Services Authorizations, as defined below:

Section 1 – Performance by IBI

1.01 **Scope of the Services** – The professional services IBI will provide under this Agreement will be set out in a Services Authorization (the “**Services**”), the form of which is attached as *Schedule 1 - Form of Services Authorization* (the “**Services Authorization(s)**”). No Services pursuant to this Agreement are effective or will be carried out by IBI in the absence of an executed Services Authorization. Upon written request, the Client may change the Services, in which event the alteration will be set out in a Change Order, the form of which is attached as *Schedule 2 - Form of Change Order*. No changes to the Agreement or Services are effective or will be carried out by IBI in the absence of a Change Order.

1.02 **Commencement of Performance** – IBI will commence the performance of its obligations in accordance with an executed Services Authorization or as otherwise directed by the Client in writing.

1.03 **IBI’s Standard of Care** – In providing the Services, IBI will perform at all times in a manner consistent with the degree of care and skill ordinarily exercised by members of IBI’s profession currently practicing under similar circumstances at the same time and in the same or similar locality, and IBI will comply with all applicable laws in the provision of the Services. The Client acknowledges and agrees that nothing herein shall be construed as creating a fiduciary duty owed by IBI.

1.04 **Notification by IBI to the Client** – If circumstances or conditions that were not reasonably contemplated by the Client and IBI are revealed during the provision of Services, to the extent that they affect the Services, the Client and IBI will enter into good faith negotiations to address the changed or unanticipated condition(s). Any change under this provision will not be effective until a Change Order reflecting the change has been executed by the Client and IBI.

1.05 **Rights and Remedies** – The express rights and remedies of the Client and IBI set out in this Agreement are in addition to and will not limit any other rights and remedies available to the Client or IBI at law or in equity. Any failure by either the Client or IBI to insist on strict

performance and compliance by the other of any term, right or remedy under this Agreement will not be construed as a waiver by the Client or IBI of its right to require strict performance of any such term, right or remedy, and the duties of the Client or IBI with respect to such contractual performance will continue in full force and effect.

1.06 Client Provided Information – The Client will furnish information, requirements, reports, data, surveys and instructions required for IBI’s provision of the Services. IBI will use such information, requirements, reports, data, surveys and instructions in performing the Services and is entitled to rely upon the accuracy and completeness thereof. The Client shall give decisions and approvals and shall take such actions necessary for the proper and timely performance of the Services. In addition to the foregoing, the Client shall promptly disclose the existence of any labour and material payment bond and/or payment insurance products to IBI, if applicable.

1.07 Subconsultants – IBI may retain the services of subconsultants in the provision of the Services, when, in its opinion, it is appropriate to do so. If IBI wishes to retain non-affiliated subconsultants, IBI will notify and obtain the Client’s approval in writing prior to engagement of such subconsultant, such approval to not be unreasonably withheld. Notwithstanding anything to the contrary herein, IBI is entitled to assign elements of the scope to any of its affiliates to ensure compliance with applicable laws.

1.09 Approvals, Budgets, Estimates, Timetables – the Client acknowledges that IBI does not warrant (a) that planning permission or any other approvals from third parties that may be required in connection with the Services will be granted at all or with no amendments, or granted in accordance with any anticipated time schedule, (b) compliance with any budget or quantity estimate or timetable whether or not prepared by IBI as part of the Services and which may require review by the Client for various matters including but not limited to (i) approved variations arising from design development or requested by the Client, (ii) variations in market prices, (iii) delays or additional costs caused by third parties, (iv) any other factors beyond the control of IBI and (v) the discovery at any time of any previously unknown conditions. If the Services require IBI to monitor costs against a provided or agreed budget, IBI shall inform the Client when it reasonably believes costs shall exceed the agreed upon budget, following which IBI shall, if so requested by the Client pursuant to a Change Order, make appropriate recommendations to the Client to adjust the Project size, quality or budget.

Section 2 – Nature of the Relationship Between the Client and IBI

2.01 IBI Not a Partner, Agent or Employee – IBI will have no authority to contractually bind the Client or to assume or create any legal obligation or responsibility, express or implied, on behalf of the Client. Nothing in this Agreement will have the effect of creating a partnership, agency or employment relationship between the Client and IBI or any of IBI’s directors, officers, partners, agents, employees, affiliates, subconsultants or volunteers.

2.02 Assignment – Other than in compliance with Section 1.07, neither the Client nor IBI will transfer, sublet or assign any rights or duties under, or interest in, this Agreement, without the prior written consent of the other party.

2.03 Conflict of Interest – In the provision of the Services under this Agreement and the applicable Services Authorization, IBI will: (a) avoid any conflict of interest in the performance of its obligations under this Agreement and the applicable Services Authorization; (b) disclose immediately any actual or potential conflict of interest arising during the performance of its obligations under this Agreement and the applicable Services Authorization; and (c) comply with any requirements prescribed by the Client to resolve any actual or potential conflict of

interest. Conflict of interest under this provision includes, but is not limited to, any situation or circumstance where IBI's other commitments, relationships or financial/commercial interests: (a) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement in the provision of the Services; or (b) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations under this Agreement and the applicable Services Authorization.

2.04 Ethical Standards – The Client and IBI represent that neither it nor any of its affiliates has offered, promised or given financial or other advantage directly or indirectly to a governmental or public official or any employee or other person acting on their behalf, or any employee or other person acting on behalf of the other party herein, in connection with any matter related to the provision of the Services under this Agreement. In performing its obligations and exercising its rights under this Agreement, the Client and IBI will comply with this Agreement and applicable laws, including those pertaining to the regulation of public markets, competition among market participants, the corruption and bribery of governmental or public officials or others; lobbying and money laundering; export controls, customs and anti-boycott laws; health and safety matters including worker compensation requirements; protection of personal and private information; mutual respect in the workplace; and safeguarding children and vulnerable adults, human rights, human trafficking and modern slavery. The parties further agree that they will exercise their respective obligations under this Agreement, deal with their employees, suppliers, business and governmental organizations, in a fair manner and conduct themselves, in all matters related to the provision of the Services, in a manner consistent with business best practices and the values and principles promoted by their respective organizations.

2.05 Client Responsibilities – The Client's designated representative set forth herein is authorized to act on its behalf and all direction shall be by or through such designated representative. The Client shall examine documents submitted by IBI and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of Services. The Client shall furnish IBI all existing available information, including reports, studies, testing results, operating records, existing plans, and other data pertinent to the Services, in a timely manner, and IBI shall be entitled to rely on the same. As applicable, the Client shall ensure IBI Group is afforded access to enter upon public and private land as required for the performance of the Services. The Client shall instruct the making of applications for any consents or permits or other applicable applications required in connection with the Services and shall pay any charges, fees, expenses and disbursements in respect thereof.

Section 3 – Payment for Performance and Audit

3.01 Payments According to Agreement Rates – The Client will, subject to IBI's performance of its duties and obligations under this Agreement, pay IBI for the provision of the Services, plus applicable taxes, as set out in an executed Services Authorization.

3.02 Services Payments – In accordance with an executed Services Authorization, the Client will pay IBI for the provision of the Services, plus applicable taxes, upon receipt and approval of IBI's invoice pursuant to Section 3.03. IBI's unpaid invoices will bear interest calculated monthly at the rate of twelve (12) percent per annum, commencing twenty-eight (28) days after the date that IBI submits its invoice. Should the Client frequently or repeatedly be delayed in the payment, in whole or in part, of IBI's invoice(s), IBI will have the unilateral right to terminate this Agreement upon reasonable written notice. IBI's fees and reimbursable expenses are secured upon and run with title to the Client's lands.

3.03 Agreement Billing and Payment – Unless the Client and IBI expressly set out a different billing and payment process by way of an executed Services Authorization under this Agreement, payment for the Services will be based on IBI's submission to the Client of: (a) an invoice no later than ten (10) days after the end of each month referencing or including: (i) the Agreement number; (ii) the date of the invoice and period during which the Services were supplied; (iii) information identifying the authority under which the Services were supplied; (iv) a description, inclusive of relevant supporting documentation, of the Services provided during the invoice period; (v) the amount payable for the Services supplied and the payment terms; (vi) the name, title, telephone number and mailing address of the person to whom payment is to be sent; and (vii) such other information as required under this Agreement. Subject to applicable law, In the event the Client rejects IBI's invoice, or any portion thereof, it will advise IBI promptly in writing requesting the provision of the appropriate billing information/documentation to correct the deficiency. Subject to applicable law and the Client's approval of IBI's invoice, the Client will make payment to IBI within twenty-eight (28) days of receipt of proper invoice.

3.04 Payment of Taxes and Duties – Unless expressly agreed in writing, IBI will pay all applicable federal, provincial, state and municipal taxes, including sales, value added, payroll and excise duties and taxes, incurred with respect to the provision of the Services.

3.05 Document Retention and Audit – For ten (10) years after the expiry or termination of this Agreement, IBI will retain, maintain and safeguard all necessary financial records and billing documents to substantiate all charges and payments made and received under this Agreement. At any time during the ten (10) years, IBI will permit and reasonably assist the Client in conducting audits of IBI to verify payments made pursuant to IBI's provision of the Services under this Agreement. The Client will provide IBI with reasonable prior notice of its requirement to conduct such audit.

Section 4 – Confidentiality

4.01 The Client's Confidential Information – IBI agrees to keep confidential and not to use or disclose to any person or entity, other than its directors, officers, partners, agents, employees, affiliates, subconsultants and volunteers (collectively, the "**Representatives**") any data or information learned or generated by IBI in the performance of this Agreement or disclosed to IBI by or on behalf of the Client in connection with this Agreement ("**Confidential Information**"), other than is necessary to perform the Services. IBI further agrees to ensure that those of its Representatives who have been provided with Confidential Information will keep all such information confidential and only use or disclose same as necessary to perform the Services. This provision does not apply to information in whatever form that was in the public domain prior to the execution of this Agreement or the applicable Services Authorization, nor does it restrict IBI from giving notices required by law or when complying with an order to disclose as issued by a court, administrative agency or other regulatory authority, or if disclosure is reasonably necessary for IBI to defend itself from any action, claim, demand, lawsuit or other proceeding at law.

4.02 Access and Use Restrictions – IBI agrees that unless it obtains specific written preauthorization from the Client, any access to or use of Confidential Information that is not necessary for the performance of its obligations in the provision of the Services is strictly prohibited.

4.03 Promotional Activities – The Client approves IBI to (i) undertake reasonable promotional activities, (ii) post signage and billboards at project locations, and (iii) brand all deliverables hereunder, in each case related to the provision of the Services.

Section 5 – Intellectual Property

5.01 **Ownership of Instruments of Service** – The Client agrees that (i) all reports, drawings, specifications, field data, notes and other documents and instruments prepared by IBI and provided to the Client under this Agreement and an applicable Services Authorization (“**Instruments of Service**”) remain the exclusive and sole property of IBI, and (ii) IBI will retain, at all times, the Instruments of Service common law, statutory and other reserved rights, including, without limitation, the Intellectual Property rights thereto. Intellectual Property under this Agreement includes any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws in Canada, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, common law or at equity.

5.02 **IBI’s Grant of Licence** – IBI, pursuant to this provision, grants the Client, a perpetual, royalty-free, irrevocable, non-exclusive licence to exercise all such Intellectual Property rights and every other right, title and interest in the Instruments of Service and Intellectual Property inherent in the Services without obligation to account to, or obtain consent from, IBI to use the Instruments of Services for their intended purpose. IBI agrees that it will not incorporate into the Services any Intellectual Property that would restrict the right of the Client to use the Services for their intended purpose, or that would prevent the Client from entering into any contract with any contractor for the general maintenance and future asset management of Services.

5.03 **Title to Improvements and Modifications** – All Intellectual Property rights arising from any further development or modification of the Services that are conceived, developed, effected or first reduced to practice by IBI or its Representatives will vest in IBI or its Representatives, and will not vest in the Client, its directors, officers, partners, agents, employees, affiliates, subconsultants and volunteers except pursuant to subsequent written agreement.

5.04 **Improper Use, Indemnity** – Should the Client use or provide the Instruments of Service or the Intellectual Property inherent in the Services to a third party for: (i) purposes other than for which the Services were provided; or (ii) other than the general maintenance and future asset management of the Services, the Client will indemnify and hold harmless IBI against all claims, damages, losses and costs (including reasonable legal and professional fees) arising out of or resulting from the Client’s improper use of the Instruments or Service and/or Intellectual Property, and in no event will IBI be responsible for any legal consequences of any such improper use.

Section 6 – Liability and Insurance

6.01 **IBI Liability** – To the extent permitted by law, IBI will indemnify and hold harmless the Client from and against substantiated claims, damages, losses, costs and expenses, including reasonable legal and professional fees (collectively, the “**Claims**”), to the extent arising out of or resulting from IBI’s negligent acts, errors and/or omissions in the provision of the Services and its Services Authorization. The total amount of all Claims the Client may have against IBI under this Agreement in the provision of Services will be the value of the fees payable under its Services Authorization(s). IBI and the Client agree that (a) no action or proceedings by the Client arising out of or in connection with this Agreement, whether in contract or in tort, for negligence or breach, or otherwise shall be commenced after the earlier of (i) the Expiry Date and (ii) the date prescribed by applicable law; (b) neither the Client nor IBI will be liable to the other for any incidental, consequential, indirect, special or punitive damages, damages related to loss of use, loss of profit, loss of opportunity, loss of income, unrealized energy savings,

diminution of property value or loss of reimbursement or credit from governmental or other regulatory agencies, in each case arising out of this Agreement and regardless of a party being advised of the possibility of such damages; and (c) no employee, officer, director, shareholder of IBI or any of its affiliates shall be personally liable to the Client for any liability whatsoever arising under this Agreement.

6.02 **IBI Insurance** – Prior to the Client and IBI's execution of a Services Authorization IBI agrees to put in effect and maintain insurance for the Term, in accordance with Section 9.02, at its own cost and expense, with insurers having a secure A.M. Best rating of A (or equivalent), all the necessary and appropriate insurance that a prudent person in the business of IBI would maintain including, but not limited to:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. The policy must include:
 - the Client as an additional insured with respect to liability arising in the course of the performance of IBI's obligations under, or otherwise in connection with, this Agreement;
 - contractual liability coverage;
 - a cross-liability clause;
 - employers' liability coverage;
 - a thirty (30) day written notice of cancellation or termination clause; and
 - non-owned automobile coverage with blanket contractual coverage for hired automobiles.
- (b) professional liability insurance for damages incurred by reason of any negligent act, error and/or omission of IBI in the amount of \$5,000,000.

Section 7 – Agreement Expiry, Termination and Extension

7.01 **Termination of this Agreement** – Unless extended by mutual agreement of the Client and IBI, this Agreement will terminate on the earliest of: (a) the Expiry Date, as defined in Section 9.02; or (b) the date of termination in accordance with this Section 7.

7.02 **Immediate Termination of this Agreement or a Services Authorization** – The Client or IBI may immediately terminate this Agreement and/or any Services Authorization upon giving reasonable notice to the other where:

- (a) either the Client or IBI is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of insolvency;
- (b) there is a breach of Section 2.04 or any provision in Section 3; or
- (c) either party's acts or omissions constitute a substantial breach of its obligations under this Agreement and/or any executed Services Authorization,

Rights of termination under this provision are in addition to all other rights of termination available at law, or events of termination by operation of law.

7.03 **Opportunity to Cure** – Where IBI fails to comply with any of its duties or obligations under an executed Services Authorization, the Client may issue a rectification notice to IBI

setting out the manner and time-frame for rectification. Within fourteen (14) days of receipt of the Client's notice, IBI will either: (a) comply with the rectification notice; or (b) provide a rectification plan satisfactory to the Client. If IBI fails to comply with the Client's rectification notice or provide a satisfactory rectification plan, the Client may thereafter terminate IBI's delivery of the Services under such Services Authorization on reasonable written notice to IBI.

7.04 Suspension Leading to Termination – If IBI's delivery of the Services under an executed Services Authorization is suspended for any reason, at any time, for more than ninety (90) consecutive days through no fault of the Client or IBI, the Client or IBI may terminate the provision of the Services pursuant to such executed Services Authorization upon reasonable written notice.

7.05 IBI's Obligations on Termination – Upon termination of an executed Services Authorization, IBI will, in addition to its other obligations under this Agreement and at law:

- (a) provide the Client with any completed or partially completed Services; and
- (b) provide the Client with a report detailing the current state of the provision of the Services at the date of termination.

7.06 Payment Upon Termination – Upon termination of an executed Services Authorization, the Client will only be responsible for the payment to IBI for the provision of the Services, up to and including the effective date of the termination, plus reasonable close-out costs.

Section 8 – Dispute Resolution

8.01 Management of Dispute Resolution – The Client and IBI will make every reasonable effort to resolve a Dispute and/or an executed Services Authorization by amicable negotiations. Both the Client and IBI agree to provide frank, candid and timely disclosure of relevant facts, information and documents to facilitate negotiations without prejudice to their respective legal rights and recourse. Dispute means and includes any disagreement, conflict or controversy, in any form, arising between the Client and IBI in the interpretation of this Agreement or in IBI's provision of the Services under an executed Services Authorization.

Section 9 – Interpretation, General Provisions

9.01 Agreement Documentation – The Agreement includes: (a) this Agreement, including *Schedule 1 - Form of Services Authorization*, *Schedule 2 - Form of Change Order*, and any other schedule/attachment affixed at time of execution; (b) any certificates of insurance or clearance; (c) any executed Services Authorization(s); and (d) any amendments executed in accordance with Section 1.01.

9.02 Term – This Agreement commences on the date set out on page one hereof and ends, unless extended by mutual agreement of the Client and IBI, on the earlier of: (a) December 31, 2023 (the "**Expiry Date**") or (b) when the Agreement is otherwise terminated in accordance with its terms.

9.03 Severability – If any term, condition or obligation of this Agreement, or the application of any term, condition or obligation to the parties or to any other persons (including firms, partnerships, corporations or any combination), is to any extent held invalid or unenforceable under any applicable legislation or rule of law, such holding will be applied only to that provision(s), with the remainder of this Agreement remaining in full legal force and effect.

Commented [A2]: End date to be agreed with the City. IBI is proposing three years for the master consulting services agreement, and one year for the scope of work.

Essentially the work would end after 1 year unless the City chooses to renew or request a new Scope of Services. If the City does choose to renew, then this consulting services agreement contract could still be used.

9.04 **Interpretation of Documents** – Later amendments to this Agreement will govern over earlier provisions of the Agreement. In any case, if there is a right or remedy in favour of IBI set out in this Agreement which is not provided for in any executed Services Authorization, such additional right or remedy shall not constitute a conflict or inconsistency.

9.05 **Force Majeure** – No party is liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event will not be considered beyond one's reasonable control if an objective business person in the same or similar situation or circumstance would have put in place contingency plans to either materially mitigate or negate the effects of such event. For purposes of this Agreement such events may include, but are not limited to, strikes or other labour disputes, severe weather disruptions or other natural disasters, acts of God, pandemic, epidemics, fires, riots, war or other national states of emergency. If a party seeks to excuse itself from an obligation(s) under this Agreement by reason of such an event, that party will immediately notify the other party of the delay or non-performance, the reason for it and the anticipated period of delay due to the force majeure event. If the anticipated or actual delay or non-performance exceeds thirty (30) days, the other party may suspend or terminate this Agreement by giving notice. Notwithstanding the foregoing, the occurrence of a force majeure event shall not reduce a party's obligations to make any payment required under this Agreement.

9.06 **Notices by Prescribed Means** – Notices under this Agreement are to be in writing and are to be delivered by postage-paid envelope, personal delivery or email. Notices will be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) days after such notice is mailed; or (b) in the case of personal delivery, one (1) day after such notice is received by the other party; or (c) in the case of email, as of the date of the time stamp evidenced on the computer of the sender. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notice under this Agreement may only be provided by the methods contemplated in this Section.

9.07 **Electronic Records/Transmittal** – The Client and IBI may transmit, and will accept Services related correspondence, documents, text, data, drawings, information, meeting minutes and graphics, in electronic media or digital format, directly, through access to a secure website or through building information model software, in accordance with a mutually agreed protocol and agreement, as applicable, between the Client and IBI.

9.08 **Governing Law** – The Client and IBI agree that this Agreement and legal actions concerning its validity, interpretation and performance will be governed by and interpreted in accordance with the laws of Ontario, Canada and it is further agreed by the parties that any legal action arising under this Agreement will be brought in a court of competent jurisdiction in this jurisdiction.

9.09 **Entire Agreement** – This Agreement constitutes the entire agreement between the Client and IBI and cancels and supersedes any prior understandings and agreements, whether written or oral. Except as expressly provided in this Agreement, no other terms, conditions or warranties, express or implied, form a part of this Agreement. Amendments to this Agreement must be in writing and signed by both parties in accordance with Section 1.01.

9.10 **Survival of this Agreement** – Notwithstanding any amendment, completion or termination of this Agreement, all rights, licenses and waivers granted to the Client and all indemnifications, warranties and representations contained in this Agreement, including those

expressly set out in Sections 2.03 (Conflict of Interest), 2.04 (Ethical Standards), 3.05 (Document Retention and Audit), 4.01 (The Client's Confidential Information) and 7.05 (IBI's Obligations on Termination), will survive and will remain in full legal force and effect.

9.11 **Successors, Assigns and Beneficiaries** – The Client and IBI agree to be bound, as are their respective successors, executors, administrators and legal representatives, in respect of all terms, conditions and obligations pursuant to this Agreement.

9.12 **Currency** – All references in this Agreement to currency denominations and currency will be in Canadian dollars.

9.13 **Agreement Execution** – This Agreement may be signed in counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument. This Agreement may be executed and delivered by electronic transmission and the Client and IBI may rely on such electronic signature as though such were an original signature.

[Signature pages immediately follow.]

This Agreement is executed with effect as of the date set out on the first page of this Agreement.

City of Saint John, as the Client

Name: _____

Title: _____

Commented [A3]: Insert city's contact Name and Title

IBI Group Professional Services (Canada) Inc | _____

Commented [A4]: IBI Group to sign

Name: Ritesh Warade

Title: Director

Name: Doug Parker

Title: Director

Schedule 1 – Form of Services Authorization

Services Authorization No. 1

The Client and IBI refer to the Master Consulting Services Agreement, dated: December XX, 2020, between the City of Saint John and IBI Group (the “Agreement”).

Commented [A5]: IBI to update date after the City has reviewed/approved the contract

Services Authorization to the Agreement

The Client wishes to engage IBI for the provision of the Services under the Agreement through this Services Authorization, provided below.

Section 1 – Scope of the Services:

The following is the agreed scope of IBI’s professional services (the “Services”) under this Services Authorization:

See the attached Scope of Work.

Section 2 – Payment and Reimbursement for the Services:

Fees:

The Client agrees to pay the professional fees and reimbursable expenses, plus applicable taxes, as submitted in accordance with Section 3.03 of the Agreement. Under this Services Authorization, IBI’s professional fees are to be established on a Lump Sum Basis and Time and Materials Basis, and are as follows:

See the attached Scope of Work, Section 6 – Fees.

IBI reserves the right to adjust its rate schedule on an annual basis following the first year anniversary of the date of this Agreement.

Section 3 – Schedule for Provision of the Services:

The schedule for provision of the Services is as set in Scope of Work out below:

See the attached Scope of Work, Section 5 – Schedule/Milestones.

IBI Representative:

IBI designates the person below as the representative authorized to act on IBI’s behalf with respect to the provision of the Services (“IBI’s Representative”). Pursuant to Section 9.06 of the Agreement, IBI’s Representative for this Services Authorization will be authorized to receive notices, transmit information and make binding decisions regarding IBI’s provision and delivery of the Services. The name, title and contact information of IBI’s Representative is:

Name: Doug Parker
Title: Director

Address: 55 St. Clair West, 7th Floor, Toronto, ON
Email: doug.parker@ibigroup.com
Phone: 416-596-1930

Client Representative:

The Client designates the person below as the representative authorized to act on Client's behalf with respect to the provision of the Services ("Client's Representative"). Pursuant to Section 9.06 of the Agreement, Client's Representative for this Services Authorization will be authorized to receive notices, transmit information and make binding decisions regarding Client's receipt of the Services. The name, title and contact information of Client's Representative is:

Name: _____
Title: _____
Address: _____
Email: _____
Phone: _____

This Consultant Services Authorization is executed with effect as of the date set out on the first page of the Agreement.

City of Saint John, as the Client

Name: _____
Title: _____

IBI Group Professional Services (Canada) Inc.

Name:	<u>Ritesh Warade</u>	Name:	<u>Doug Parker</u>
Title:	<u>Director</u>	Title:	<u>Director</u>

* * |

Commented [A6]: Saint John to fill in client representative and signature below

Commented [A7]: keep in for now or remove for now?

Commented [A8R7]: Delete