



**GTel Engineering Inc.
SUB-CONTRACT AGREEMENT**

THIS AGREEMENT dated this **March, 13, 2025**, (hereinafter referred to as the "Agreement")

BETWEEN:

GTel Engineering Inc., with its principal office located at 1150 Frances Street, Floor 2, London, Ontario, hereinafter referred to as "**GTel**"

- and -

The Corporation of the City of North Bay hereinafter referred to as the "**Subcontractor**".

WHEREAS:

- A. **GTel** desires to retain the services of the Subcontractor to provide the Services as defined herein;
- B. The Subcontractor has agreed to provide the Services for and on behalf of **GTel** on the terms and conditions set forth in this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and mutual agreements contained herein, the parties hereto agree as follows:

1) **TERM:**

This agreement shall commence on **March, 13, 2025** and terminate on **December, 31, 2026**, unless otherwise terminated in accordance with Section 14 of this Agreement.

This Agreement may be renewed upon mutual agreement in writing by the parties herein for another **YEAR**. On renewal of this Agreement, all terms herein shall remain in full force and effect unless otherwise modified in writing by the parties in accordance with the terms herein.

2) **EXPENSES:**

The Subcontractor shall be responsible for all of its out-of-pocket costs and expenses and shall not be reimbursed by **GTel** for any cost or expense it may incur while providing the Services under this Agreement.

3) **STATUTORY REMITTANCES:**

The Subcontractor shall be responsible for all sales taxes (including goods and services taxes) due in respect of any fees paid to it under this Agreement, together with and including, but not limited to any and all statutory deductions under the *Income Tax Act (Canada)*, *Excise Tax Act*, the *Employment Insurance Act*, Canada Pension Plan, provincial employment standards legislation, provincial income tax legislation and any applicable workers' compensation legislation or any other legislation that governs its business. In the event that Canada Revenue Agency ("CRA") determines that the Subcontractor is, or at any material time was, an employee of **GTel**, the Subcontractor shall indemnify



GTel, immediately and without protest, for any statutory remittances, for which **GTel** is legally responsible to have remitted on behalf of the Subcontractor to during the term of this Agreement, together with any interest, penalties or fines imposed by CRA.

4) **SCOPE OF WORK:**

GTel hereby agrees to engage the Subcontractor as an independent contractor to provide the Services to **GTel's** customers, (the "**Customers**") and the Subcontractor agrees to provide the Services to the Customers upon the terms and conditions set forth in this Agreement. The Subcontractor acknowledges and agrees that all Services to be provided under this Agreement will be based on an as needed basis therefore nothing in this Agreement shall be construed as **GTel** guaranteeing any quantity or frequency of Services under this Agreement, in any manner whatsoever. The scope of work shall mean all services, projects and tasks described in **Schedule "A"** attached hereto and collectively referred to as the "**Services**". The Subcontractor shall have no right to subcontract the Services without the express prior written consent of **GTel** in its sole and absolute discretion. The Services shall be performed by the Subcontractor in a professional manner, in accordance with all applicable laws and industry standards.

5) **INDEPENDENT CONTRACTOR RELATIONSHIP:**

GTel and the Subcontractor acknowledge and agree that the relationship between them created by this Agreement is that of an independent contractor and not as an employee, joint venturer or partner of **GTel** and nothing in this Agreement shall be construed as to create a relationship of partner, joint venturer or employee and employer relationship between the Subcontractor and **GTel**. The Subcontractor will be solely and entirely responsible for its/his/her acts and for the acts of its agents, employees, servants and anyone else it may be responsible for in law, during the Term of this Agreement.



6) **SUBCONTRACTOR'S REPRESENTATIONS AND WARRANTIES:**

The Subcontractor represents and warrants to **GTel** as follows and acknowledges that **GTel** is relying on the accuracy of the representations and warranties in connection with the Services that the Subcontractor will be providing under this Agreement:

- a) It/she/he has the good and sufficient power, authority and right to enter into this Agreement and to perform its obligations herein and where the Subcontractor is a corporation, its shareholders and board of directors have taken all necessary or desirable actions, steps and corporate and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery and performance of this Agreement.
- b) The Subcontractor, its employees, agents, servants, contractors or anyone for who it is responsible in law, has the necessary skills, competence and training required to fulfil its obligations herein and provide the Services.
- c) The Subcontractor shall perform the Services with the standard of care, skill, diligence, and timeliness normally provided by a person experienced in the performance of services similar to the Services called for herein and, should **GTel** determine, in its sole discretion, that the Services have not been carried out with the standard of care, skill, diligence, and timeliness normally provided by a person experienced in the performance of services similar to the Services called for herein, the Subcontractor shall remedy any deficiencies in the provision of the Services, to the satisfaction of **GTel**, at Subcontractor's own cost and expense.
- d) The Subcontractor, its employees, agents, invitees, licensees and others engaged by it (including without limitation its contractors and suppliers and their respective employees, agents, invitees, licensees and others engaged by them, where appropriate) (collectively, the "Personnel") shall comply with all applicable federal, provincial and local safety, health, environmental and substance abuse laws, regulations and procedures while Subcontractor is performing the Services herein.

7) **INDEMNIFICATION:**

The Subcontractor shall indemnify and hold harmless the Customers and **GTel**, and their parent, subsidiaries, affiliated and related companies and all of their respective directors, officers, shareholders, employees, agents, servants, representatives, consultants, contractors, successors and assigns (collectively, the "Indemnitees") from and against any and all claims, demands, actions, causes of actions, suits, proceedings, liabilities, losses, damages, expenses and costs (including legal costs on a solicitor and his own client full indemnity basis) (collectively the "Claims") which may be made, sustained, brought or prosecuted against any of the Indemnitees, or which may be suffered or incurred by any of the Indemnitees, except to the extent damages are caused by the negligence of the Indemnities, arising from or in connection with any of the following:

- a) any actions, omissions, negligence or wilful misconduct of the Subcontractor or any of its officers, directors, employees, consultants, contractors, servants, agents or representatives including, without limitation, at any job site while performing the Services, resulting in any damage to person or property, including death of any individual; or
- b) any breach of this Agreement by the Subcontractor; or
- c) the performance or non-performance of the Services; or



- d) any failure of the Subcontractor to pay or remit harmonized sales taxes or income taxes, or to withhold amounts in respect of amounts paid hereunder or to make payments of workers' compensation assessments or contributions, employment insurance premiums or Canada Pension
- e) Plan premiums or any other statutory deductions applicable to the Subcontractor's business, the Services or the fees paid to the Subcontractor hereunder; or
- f) all losses, damages, interest, penalties, assessments, arrears, source deductions or withholdings and other claims suffered or incurred by the Indemnitees arising out of any determination or redetermination of Subcontractor's status as an independent contractor or any determination that Subcontractor is an employee of GTel, for income tax purposes, including but not limited to any charges, taxes or penalties imposed by any provincial or federal government agency or entity.

8) **INSURANCE:**

The **Subcontractor** shall at its own expense obtain and maintain insurance until the termination of this Agreement and shall provide **GTel** with certified copies of each of the following insurance coverage:

- (a) Workers' Compensation coverage;
- (b) Comprehensive General Liability and Property Damage Insurance on an occurrence basis, including but not limited to cross liability and severability of interest, non-automobile, damage to hired automobiles, general property damage, contractual liability, personal injury liability, bodily injury liability. Such policies shall be written on a comprehensive basis with limits of no less than ten million (\$10,000,000) dollars per occurrence;
- (c) **GTel** shall be named as an additional insured and, where applicable, loss payee, on all such insurance coverage to be provided by Subcontractor under this Agreement.

The **Subcontractor** shall not commence work until such time satisfactory evidence of insurance has been provided.

All insurance policies required by this Section shall contain:

- (d) an endorsement requiring the insurers under such policies to notify **GTel** in writing at least 30 days prior to any material change or cancellation thereof; and

9) **WORKPLACE SAFETY & INSURANCE BOARD (WSIB):**

The **Subcontractor** shall furnish a WSIB Clearance Certificate indicating their Clearance Certificate Number and indicating that their account is in good standing. The **Subcontractor** agrees to maintain their WSIB in good standing throughout the term of this Agreement.

10) **CONFIDENTIALITY:**

The **Subcontractor** agrees to safeguard all confidential, non-public and proprietary information ("Confidential Information") of or relating to **GTel**, the Customers and/or their parent, subsidiary, affiliated or related companies or any of their officers, directors, shareholders, employees, contractors,



agents, servants or representatives including, without limitation, any such information supplied and/or obtained in the performance of the Services as set forth under the terms of this Agreement. The

Subcontractor shall use the Confidential Information of **GTel** and its Customers exclusively for accomplishing the Services herein. All Confidential Information received by the **Subcontractor** shall remain the property of **GTel** or the Customers, as the case may be, and shall be kept confidential by the **Subcontractor** and not used for itself/herself or himself or disclosed to others except with the prior written consent of a **GTel** authorized officer or unless required by law. For the purpose of this Agreement, Confidential Information includes, without limitation:

- (a) All and any information and facts (including intellectual property) relating to the business or affairs of **GTel** and its Customers that are confidential, non-public or proprietary, or which gives **GTel** or such Customer a competitive advantage, whether or not such information or facts: (i) are reduced to writing; (ii) were created or originated by an employee or contractor of **GTel**; or (iii) are designated or marked "confidential" or "proprietary" or some other designation or marking. For greater certainty, Confidential Information includes, but is not limited to, all information which becomes known to Subcontractor as a result of Subcontractor's relationship with **GTel** or the Customers. Confidential Information shall not include information which in the public domain or which becomes part of the public domain other than as a result of any breach by Subcontractor of its confidentiality and non-disclosure obligations herein. Upon the earlier of the termination or expiry of this Agreement or written request by **GTel**, the Subcontractor shall forthwith return to **GTel** any and all original or copies of all documents and materials in its possession or control which contain Confidential Information and shall destroy all electronic copies of any Confidential Information in its possession or control. The obligations of Subcontractor herein shall survive indefinitely any termination or expiry of this Agreement.

11) **TOOLS:**

The **Subcontractor** agrees to use his/its/her personal vehicle and gas, paint, locate equipment, supplies, tools and equipment (unless otherwise expressly provided herein) to perform the Services and shall pay and bear all its/her/his travelling costs, as well as provide ORCGA Certified Technicians for the Services to be rendered herein or such other certified technicians as might be required from time to time by **GTel**.

12) **TERMINATION:** This Agreement may be terminated:

- a) By **GTel** immediately by notice to the Subcontractor if:
 - i) the Subcontractor is in breach of any term of this Agreement and fails to rectify any such breach within 5 days after written notice from **GTel**;
 - ii) the Subcontractor fails to identify a Locate(s) within a timely manner and as described in **Schedule "A"** attached hereto;
 - iii) Subcontractor in providing the Service, acted negligently resulting in damage to property or person;
 - iv) Subcontractor is fraudulent or dishonest in the provision of the Services or is found guilty of a criminal offence involving fraud or dishonesty or any other criminal offence under the Criminal Code;
 - v) Subcontractor has filed for bankruptcy or insolvency or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with its creditors;



- vi) a receiver or a receiver and manager is appointed for all or a portion of the Subcontractor's property;
 - vii) any steps are taken or any actions or proceedings are instituted by the Subcontractor or by any other party including without limitation any court or government agency having jurisdiction for the dissolution, winding up or liquidation of the Subcontractor or its assets;
 - viii) Subcontractor purports to assign this Agreement to a third party without the prior written consent of **GTel**, in its sole discretion;
- b) by **GTel** upon not less than 15 days' prior written notice to Subcontractor;
 - c) by Subcontractor without cause or liability upon not less than 15 days' prior written notice to **GTel**;
or
 - d) upon mutual written agreement between the parties herein.

If this Agreement is terminated by the Subcontractor pursuant to Section 14 c) hereof **GTel** may, in its sole discretion, waive the period of notice given by the Subcontractor, in whole or in part, and Subcontractor shall only be entitled to payment for actual Services properly performed up to the date of termination.

13) **OBLIGATIONS ON TERMINATION:**

- a) In the event that this Agreement is terminated, the **Subcontractor** shall immediately return to **GTel** all maps, equipment, documents, tools, materials of whatever form or substances, all copies thereof, all other assets or properties, including any intellectual property belonging to **GTel** and or its Customers, obtained as a result of the Services provided under this Agreement and **GTel** will be free of all claims of every nature and kind from Subcontractor except the obligation to pay for the Services properly performed to the date of expiry or termination of this Agreement. Notwithstanding anything to the contrary, except for any fees which are due and payable to Subcontractor for Services performed up to the date of expiry or termination of this Agreement, the Subcontractor shall not be entitled to any other payment, amount or compensation of any kind whatsoever including, without limitation, arising from the termination of this Agreement.
- b) If this Agreement is terminated with notice pursuant to Section 14 (b) through (d) of this Agreement, any outstanding Services within the notice period shall be completed by the Subcontractor unless otherwise agreed by **GTel** in its sole discretion.
- c) If this Agreement is terminated pursuant to Section 14 (a) any outstanding obligations of Subcontractor shall be terminated by **GTel** with immediate effect unless **GTel** otherwise determines in its sole discretion.

14) **ARBITRATION**

- a) The Parties shall utilize all reasonable efforts to resolve any dispute in regard to the rights and duties of the Parties, or any other matter arising out of or connected with this Agreement (hereinafter "Dispute"), promptly and in a good faith manner by negotiation. If they are unable to resolve the Dispute within thirty (30) days from when the Dispute first arose, either Party may by notice in writing to the other Party submit the matter to mediation. Immediately upon delivery of such notice, the Parties will make a reasonable, good faith effort to identify a mutually acceptable mediator. If the Parties cannot agree upon a mediator within a period of ten (10) Business Days or, having selected and met with the mediator cannot resolve the Dispute within five (5) Business



Days thereafter, either Party may by notice in writing to the other Party direct the matter to arbitration pursuant to Subsection 16 (b) herein.

- b) The arbitration shall be undertaken by a single arbitrator mutually agreed by the parties within 10 days after a Party elects to proceed with arbitration or failing such mutual agreement then appointed by a Judge of the Ontario Superior Court of Justice in North Bay, upon the application of any of the said parties and a Judge of the Ontario Superior Court of Justice in North Bay shall be entitled to act as such arbitrator, if he/she so desires. In so doing, the arbitrator shall be restricted to construing the terms and conditions of this Agreement. Each Party will bear its own costs of the arbitration and share equally the costs of the arbitrator. The decision of the arbitrator shall be final and binding on both Parties with no rights of appeal. Any award by the arbitrator may be filed in court and enforced as a judgment of the court. All documents created in the course of, or for the purposes of, the mediation and arbitration, including the arbitration award, shall be kept completely confidential and shall not be disclosed by the Parties to any other party (excluding their respective legal counsel and advisors) without the prior written consent of the other Party or as required by law. The mediation and arbitration proceedings shall be undertaken in a location determined by the mediator or the arbitrator, as applicable. The arbitration shall be governed by the arbitration rules and procedures of the then current *Arbitration Act* of the province of Ontario.

15) MISCELLANEOUS PROVISIONS

- a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, warranties, representations, negotiations and discussions, whether oral or written, of the parties except as specifically set forth herein.
- b) **Amendment.** This Agreement may only be altered or amended when such changes are made in writing and executed by the parties hereto.
- c) **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and Canada, as applicable, and the parties hereto submit to the jurisdiction of the Courts of the Province of Ontario.
- d) **Assignment.** This Agreement may not be assigned by Subcontractor without the prior written consent of **GTel**, which consent may be unreasonably withheld. This agreement may not be assigned by **GTel** without the prior written consent of the Subcontractor, which consent may not be unreasonably withheld. Any assignment contrary to the terms hereof is null and void.
- e) **Enurement.** Subject to the other terms herein, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and permitted assigns.
- f) **Unenforceable Terms.** If any term, covenant or condition of this Agreement or the application thereof to any part or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.
- g) **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be properly given if delivered personally, by facsimile, electronic mail, by prepaid courier



service or by registered mail, addressed as follows (or to such other address provided by one party to the other party in writing from time to time:

- (i) **GTel Engineering Inc.**
Attention: Richard Spicer
Director of Operations, Utility Locates
1150 Frances St, 2nd Floor, London, ON, N5W 5N5
Rspicer@gtel.ca

- (ii) Subcontractor: **The Corporation of the City of North Bay**
City Clerk
200 McIntyre Street East, North Bay, ON P1B 8V6

Any such notice shall be deemed to be received:

- i. on the date of delivery, if delivered personally;
 - ii. one business day after delivery, if delivered by courier, facsimile or electronic mail; and
 - iii. five business days following mailing, if sent by registered mail.
- h) **Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument and notwithstanding the date of execution shall be deemed to bear date as of the date of this Agreement. This Agreement shall be considered properly executed by any party if executed and transmitted by facsimile or executed, scanned and sent by electronic mail to the other party.



IN WITNESS WHEREOF, the parties have caused this Subcontract Agreement to be executed as of the date set forth below:

The Corporation of the City of North Bay:

GTEL ENGINEERING INC.,

Per:

Per:

Name: Peter Chirico
Title: Mayor
I have the authority to sign for the company

Name: Darren Cadotte
Title: Manager of Dedicated Projects
I have the authority to bind the company

Name: Karen McIsaac
Title: City Clerk
I have the authority to sign for the company



SCHEDULE "A" **"SERVICES"**

Detail the Locating Services to be provided and any timeline for Subcontractor to complete the Services

For Dedicated Projects with G-TEL, **The Corporation of the City of North Bay** will complete their own locates through an internal process between G-TEL and **The Corporation of the City of North Bay**, below is the process that both parties shall follow. This applies to all locates where the work is for DL Projects.

1. The locate requests will come in through Ontario One Call, from the Contractor. G-TEL will receive the locates and send them to OneCallTickets@northbay.ca
2. **The Corporation of the City of North Bay** will complete the locate as requested within 5 days of receiving the locate.
3. Once completed send it back to G-TEL at dl@gtel.ca
4. G-TEL will review the completed locate.
5. G-TEL will attach the drawing to the original request, and mark the utility as "located as per **The Corporation of the City of North Bay**".
6. Escalation contact is Andre Marcil – 705-471-8869 or Andre.Marcil@northbay.ca and secondary is Public Works Dispatch – 705-4744340
7. If there are any penalties resulting in fines for locates being late, which are caused by The Corporation of the City of North Bay, G-TEL will not be held liable, or held to pay any part of such fines. Locates must be completed within 8 business days of being requested by G-TEL.