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May 12, 2023

Addendum No. 03

File Reference Number: RFP 2023 012

Title: Midlife Repower of Six (6) Motor Coaches

RE: Clarifications/Questions

Please refer to the following information/clarifications:

Item 1: Please note that Ontario Northland has elected to adjust the term of the contract for RFP 2023 012 – Midlife Repower of Six (6) Motor Coaches found at Part 5 – Draft Agreement. ONTC has added an option in 2024 for the repower of additional coaches. In particular, ONTC shall have the option, exercisable by written notice to the Supplier on or before June 15, 2024, to deliver additional motor coaches to the Supplier for installation of the Equipment. The number of coaches, price and Delivery Date for the Optional Coaches shall be as agreed upon and set out in a Change Order.

Part 5 – Draft Agreement has now been updated to reflect the optional year being added to the term of the contract. Please replace this section with the Draft Agreement attached to this Addendum at Appendix A.

Regards,

Ashley Commanda
Procurement Contracts Specialist
Ashley.Commanda@ontarionorthland.ca
705-472-4500 ext. 398

APPENDIX A

This AGREEMENT MADE effective XX (the "Effective Date")

BETWEEN:

ONTARIO NORTHLAND TRANSPORTATION COMMISSION ("ONTC")

- and-

XX (the "Supplier").

THE PARTIES AGREE AS FOLLOWS:

Definitions

1. In this agreement, the following terms have the corresponding meanings:

"Acceptance Date" means the date following inspection and testing of the Equipment by ONTC that ONTC advises the Supplier there are no observable Defects in the Equipment;

"Confidential Information" includes information, whether oral, written, visual, electronic, or in any other form, relating in any way to this agreement, which is identified as confidential or that would reasonably be considered as being confidential;

"Defect" or "Defective" means non-conformity to the quantity, quality, specifications, and/or other requirements set out in the Contract Documents;

"Delivery Date" means on or before **November 30, 2023**, and with respect to the Optional Coaches, the date specified in the Change Order;

"Disclosing Party" means the party disclosing Confidential Information;

"Equipment" means the supplies, materials, equipment or other things required to be furnished or delivered as specified in Schedule A (Specifications);

"Installation" means the installation by the Supplier of the Equipment into the ONTC motor coaches;

"Intellectual Property" means any improvement, invention or discovery, whether or not patented or patentable, any technical data, know-how or trade secret, any design, any computer software or any work subject to copyright, whether or not such design or copyright is registered or registrable and all Intellectual Property rights contained, embedded or disclosed in the Equipment or Installation;

"Loss" includes loss, liability, damage, cost, expense, legal cost and disbursement;

"ONTC Parties" and **"Supplier Parties"** means the party and its officers, directors, employees, consultants, contractors and agents and, as the context requires, includes any person for whom the party is responsible in law;

"Optional Coaches" has the meaning set out in Section 14;

"Notice" means a written notification or communication required or permitted to be given by one party to the other party under this agreement;

"Receiving Party" means the party receiving Confidential Information, and includes all Insiders of that party;

SPECIFICS OF THIS AGREEMENT

Description of the Equipment

2. The Supplier shall provide and install the Equipment described in Schedule A (Specifications for Equipment) as further described in Schedule B (Supplier's Submission).

Contract Price

3. ONTC shall pay the Supplier for the Equipment and Installation, **\$XX**, plus applicable taxes (the "Contract Price").

Duration of this Agreement

4. This Agreement becomes effective on the Effective Date, and, unless terminated earlier in accordance with this agreement, lasts until final completion or expiry of the Supplier's obligations under this agreement.

Contract Documents

5. The contract documents consist of the following:
 - (a) This Agreement;
 - (b) Specifications for Equipment and Installation (Schedule A);
 - (c) Supplier's Submission (Schedule B) and,
 - (d) Any other documents incorporated by reference in any of the foregoing (the "Contract Documents").

PROVISION OF THE EQUIPMENT BY THE SUPPLIER

Prior to Provision of the Equipment

6. Immediately after the Effective Date, and prior to the delivery of any ONTC motor coaches to the Supplier's location, the Supplier shall provide to ONTC proofs of insurance and other proofs of compliance required under this agreement.

Standard of Care

7. The Supplier shall:
 - (a) Provide and install the Equipment in accordance with all applicable laws and the Contract Documents;
 - (b) in performing its obligations under the Contract Documents, exercise the standard of care, skill and diligence that would normally be provided by an experienced and prudent Supplier providing Equipment and Installation of a similar nature to the Equipment and Installation; and,
 - (c) ensure any equipment used by the Supplier at ONTC's premises will be in safe working condition, will comply with all laws applicable to such equipment and will be operated by suitably qualified and competent Supplier Parties,(collectively, the "**Standard of Care**").
8. The Supplier acknowledges and agrees that throughout the performance of its obligations under the Contract Documents, the performance of the Supplier's obligations, duties and responsibilities shall be judged against the Standard of Care. The Supplier shall exercise such

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Standard of Care in respect of any products, personnel or procedures which it may provide to ONTC.

9. ONTC has a Vendor Performance Policy which requires ONTC to complete an evaluation of the Supplier's performance of its obligations under this Agreement. The performance evaluation of the Supplier for the supply of this Equipment will be used in the assessment of the Supplier's proposals in response to future procurements. The performance evaluation may also result in the Supplier being disqualified from submitting proposals in response to future procurements in accordance with the terms of the policy. The policy can be found at <http://ontarionorthland.ca/en/requests-tenders>.

Installation of the Equipment in 2023 and Option in 2024

10. ONTC shall be responsible for delivery of the motor coaches to the Supplier's facility.
11. The Supplier shall remove the existing motors and transmissions and install the Equipment.
12. The Supplier shall test the Equipment following installation to ensure it is working adequately. ONTC may be present for such testing.
13. Any Defects disclosed during the inspections described in section 12 shall be remedied by the Supplier without any additional cost to ONTC.
14. ONTC shall have the option, exercisable by written notice to the Supplier on or before June 15, 2024, to deliver additional motor coaches to the Supplier for installation of the Equipment (the "Optional Coaches"). The number of coaches, price and Delivery Date for the Optional Coaches shall be as agreed upon and set out in a Change Order.

Changes

15. Changes of any kind to the design or specifications for the Equipment or Installation shall only be made by the Supplier, upon receipt of a written change order signed by an authorized member of each party (each, a "Change Order"). The Change Order shall provide details of the change in design or specifications and specify any agreed adjustment to the Contract Price in respect of the change and any agreed adjustment to the production schedule, whether an increase or reduction. A Change Order shall represent the full amount payable for all costs and any adjustment to the schedule associated with the change or changes for which it was issued.
16. ONTC shall have no liability whatsoever for any claim for payment for additional costs incurred by the Supplier which have not been authorized in advance by ONTC by way of a Change Order.

Defective Work

17. The Supplier shall promptly correct Defective work that has been rejected by ONTC as failing to conform to the Contract Documents whether or not the Defective work has been incorporated in the Equipment and whether or not the Defect is the result of poor design, poor workmanship, use of Defective products or damage through carelessness or other act or omission of the Supplier.
18. All or part of any payment under an invoice or any holdback may be withheld by ONTC or set-off against the payments owing to the Supplier until the Supplier has remedied any Defects at the Supplier's sole expense.

Delivery and Acceptance

19. The Supplier shall be responsible for delivery of the ONTC motor coaches with the installed Equipment to the location in North Bay specified by ONTC on or before the Delivery Date. The

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Supplier shall pay all costs incurred in connection with the delivery of the motor coach to ONTC including all duties, excise taxes and brokerage fees.

20. ONTC shall inspect and test the installed Equipment within thirty (30) business days of the Delivery Date. Within one business day following the inspection and testing, ONTC shall either accept the installed Equipment or advise the Supplier of any Defects discovered in the Equipment or Installation and may:
 - (a) Require the Supplier to remedy the Defect at ONTC's location within a specified number of days as determined by ONTC acting reasonably; or
 - (b) If the Defect is unable to be remedied at ONTC's location, require the Supplier to retrieve the motor coach and remedy the Defect at the Supplier's location within a specified number of days as determined by ONTC acting reasonably.
21. Following the remediation of a Defect pursuant to subsections 19(a) or (b), ONTC shall inspect and test the installed Equipment to determine if the Defect has been remediated, and, if so, shall advise the Supplier of its acceptance of the Equipment, or, if not, follow the procedures in section 19(a) or (b).
22. If ONTC determines, prior to acceptance of the Equipment, that a Defect is unable to be remediated, ONTC may require the Supplier to remove the Equipment from the affected motor coaches at ONTC's location and, in addition to any other remedies available to it,:
 - (a) ONTC shall be relieved of any further payment for the Equipment; and,
 - (b) the Supplier shall refund any amounts paid by ONTC for the Equipment and Installation prior to the non-acceptance by ONTC.

Title and Risk

23. Subject to any contrary intention in the Contract Documents, title to all Equipment and all risk of damage or loss thereof shall pass to ONTC on the Acceptance Date. The risk of damage or loss to the ONTC motor coaches shall pass to the Supplier upon delivery of the motor coaches to the Supplier's location and continue until the Acceptance Date.

Time of the Essence

24. The parties agree that time is of the essence in this agreement and the motor coaches with the installed Equipment must be delivered to ONTC on the Delivery Date specified in Schedule A, as amended by a Change Order, if any.
25. The Supplier acknowledges that ONTC will suffer damages if the motor coaches with the installed Equipment are not delivered to ONTC on the Delivery Date for reasons other than Force Majeure or if the Equipment has Defects that delay the Acceptance Date. The Supplier shall be responsible for all damages suffered by ONTC as a result of failure to delivery on the Delivery Date or a delay in the Acceptance Date due to Defects. Notwithstanding any other provision of the Contract Documents, these damages shall include, but not be limited to, the cost to ONTC, including the cost of internal resources, to obtain alternate equipment, any losses to ONTC due to a delay in obtaining alternate equipment, and any other incidental, consequential or other indirect damages.

Intellectual Property

26. The Supplier is responsible for obtaining all approvals and licenses with regarding to any Intellectual Property rights in the Equipment and the Installation.
27. If an injunction is obtained against ONTC's use of the Equipment because of patent or copyright infringement, in addition to any other remedy available to ONTC, the Supplier shall replace the

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Equipment to the satisfaction of ONTC so that they become non- infringing.

Warranty

28. The warranty period for the Equipment provided by the Supplier shall be two years from the Acceptance Date with unlimited mileage.
29. At the Delivery Date and for the duration of the warranty period, the Supplier warrants that the Equipment shall: (a) be free of all claims and encumbrances (including any liens); (b) be of good quality and workmanship, incorporate only new material and be free of deficiencies and Defects (including latent defects) of design, material, quality, non-infringement, workmanship and title; (c) comply with industry accepted standards and practices; (d) comply with all applicable legislation and regulations and all specifications, drawings, samples, and other description provided by ONTC; and (e) be fit for the intended purpose.
30. ONTC shall benefit from all legal and manufacturer's warranties available in connection with the Equipment and the Supplier shall either provide the warranties to ONTC directly from the manufacturer or assign the warranties to ONTC on the same terms in which these warranties have been provided to the Supplier to the extent such warranties permit assignment. The Supplier shall cooperate with ONTC in the enforcement of the assignment and the warranties against the manufacturers.

PAYMENT BY ONTC

Amounts Chargeable in Respect of the Equipment

31. The Supplier may charge ONTC, for the provision of the Equipment and Installation amounts not greater than the Contract Price and any Change Orders.

Payment

32. ONTC shall pay the Supplier the Contract Price for the Equipment, less a ten percent holdback, on the Delivery Date. The holdback shall be released on the Acceptance Date, less any amounts owing to ONTC by the Supplier.
33. Whenever any amount is recoverable from or payable by the Supplier to ONTC pursuant to the Contract Documents, ONTC may deduct this amount from any amount due to the Supplier.

Final Invoice

34. As of the date of submission of the final invoice, the Supplier expressly waives and releases ONTC from any further claims against ONTC, related to the Contract Documents, except those claims stated in the final invoice and those claims made in writing prior to the date of submission of the Supplier's final invoice and still unsettled.

EXTENSION AND EARLY TERMINATION OF THIS AGREEMENT

Force Majeure

35. Neither party shall be liable to the other for any delay in or failure to perform its obligation under this agreement (other than non-payment of money by ONTC to the Supplier) if any such delay or failure is due to Force Majeure. "**Force Majeure**" means an event or a cause beyond the control of a party, which may include acts of God, acts or policies of any federal, provincial, civil or military authority, governmental priorities and mandates, civil commotion, natural disasters including but not limited to fires, floods, earthquake, storm, pandemic and epidemic and acts of war, labour slowdown, strikes, lockouts, and other labour disputes, labour shortage, and shortage of materials but does not include or lack of funds or events cause by the affected party's negligence or failure to exercise reasonable diligence. If a party becomes aware of an

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event of Force Majeure affecting its ability to perform its obligations under this Agreement, it shall give the other party oral notice within two business days of the event of Force Majeure, and, in addition, Notice, together with a proposed plan of corrective action to resolve or minimize the effect of the event of Force Majeure, within five (5) Working Days of the event of Force Majeure.

36. If there is an event of Force Majeure, the party claiming such event shall:
 - (a) complete the performance of its obligations as soon as possible after the event of Force Majeure is removed;
 - (b) make all reasonable efforts to mitigate the effect of the event of Force Majeure on the other party; and
 - (c) not treat other parties with whom it contracts more favourably where its obligations to such other parties are affected by the same event of Force Majeure.
37. For each full day of Force Majeure in which substantially all of the production work is stopped or suspended, the Delivery Date shall be extended by a full day.
38. If an event of Force Majeure continues for a period in excess of 60 continuous days and results in substantially all of the work being stopped or suspended during that period, either party may terminate this agreement effective upon Notice to the other party and ONTC shall pay the Supplier for the prorated value of the work performed to the date of termination, less the resale value of the equipment under production. This amount shall be the sole remedy of the Supplier for the termination of the agreement pursuant to this section.

Early Termination

39. ONTC may, for cause, terminate this agreement if the Supplier defaults in the performance of any of the terms and conditions of this agreement or with any proper order or request of ONTC, upon providing written notice to the Supplier of the particulars of the default. If the Supplier fails to remedy the default within seven days from the date of delivery of the Notice, ONTC shall have the right, at its sole option, to terminate this agreement forthwith by providing Notice to the Supplier.
40. The Supplier may terminate this agreement upon at least seven days' Notice if ONTC fails to make payment that is due and payable within the payment period in accordance with the agreement and ONTC failing to remedy such breach within seven days of receiving Notice of the breach.
41. The parties may, by agreement, terminate this agreement at any time.
42. This agreement will terminate immediately upon:
 - (a) The dissolution of the Supplier; or
 - (b) Subject to the provisions of the Bankruptcy and Insolvency Act, RSC 1985, c. B-3, the Supplier making an assignment for the benefit of its creditors, becoming bankrupt or insolvent, undergoing reorganization, making a proposal to its creditors, or otherwise becoming financially unable to perform its obligations under this agreement.

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43. If this agreement is terminated early in accordance with sections 38 or 41, then:
- (a) ONTC is excused from further performance under this agreement;
 - (b) Any money payable by the Supplier to ONTC is immediately due and payable;
 - (c) ONTC shall not be responsible for paying any amount over and above the chargeable amounts, including payment on a pro-rated basis if applicable, incurred up to the effective date of such termination, or a later date if work, already commenced by the Supplier, cannot reasonably be discontinued until such later date, less the value of the work completed to date which can be resold to another customer of the Supplier; and,
 - (d) ONTC shall retain any rights, powers and remedies it has or may have against the Supplier.

CONFIDENTIAL INFORMATION

General Confidentiality Requirements

44. The Receiving Party shall ensure that all ONTC Parties or Supplier Parties, as the case may be, of the Receiving Party comply with all the provisions of this agreement relating to Confidential Information and the Receiving Party shall be responsible for any failure by any Insider of the Receiving Party to do so.
45. The Receiving Party shall use Confidential Information only for the purposes of this agreement.
46. The Receiving Party shall not copy or transcribe into another form, any Confidential Information received from the Disclosing Party except as reasonably necessary.
47. Upon the termination of this agreement, or earlier upon the request of the Disclosing Party, the Receiving Party shall promptly destroy or return (as directed by the Disclosing Party) all copies of the Confidential Information disclosed to the Receiving Party.

Keeping Confidential Information Confidential

48. Except as provided in this agreement, the Receiving Party shall keep confidential all Confidential Information disclosed to it by the Disclosing Party.
49. The Receiving Party shall protect the Confidential Information disclosed to it by the Disclosing Party, in the same manner and to the same extent that it protects its own Confidential Information.
50. The provisions of this agreement relating to Confidential Information will remain in effect for five years after the termination of this agreement.

Disclosing Confidential Information

51. The Receiving Party may disclose Confidential Information if:
- (a) The Disclosing Party approves;
 - (b) The Receiving Party is required by law to disclose it; or
 - (c) The Confidential Information is generally and publicly available.

52. If the Receiving Party is required by law to disclose Confidential Information, it shall promptly notify the Disclosing Party so that the Disclosing Party may intervene to prevent the disclosure.
53. The Supplier specifically acknowledges that ONTC is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, and that ONTC may be compelled by law to disclose certain Confidential Information.

Breach of Confidentiality

54. If either party breaches any provision of this agreement relating to Confidential Information, it shall immediately give Notice of such breach to the other party and take all necessary steps to limit the extent and impact of the breach.
55. If a party were to breach the provisions of this agreement relating to Confidential Information, the harm that would be suffered by the other party would not be compensable by monetary damages alone. Therefore either party may, in addition to any other remedies, seek an injunction against any breach or threatened breach by the other party of any provision relating to Confidential Information.

INDEMNIFICATION, INSURANCE and SECURITY

Indemnity and Limitation of Liability

56. **General Indemnity.** The Supplier shall indemnify and hold harmless ONTC and ONTC Parties from and against all Losses which may arise by reason of the exercise of the responsibilities and obligations contained herein by the Supplier or as a result of any breach of the terms of this Agreement by the Supplier or by any act or omission of the Supplier or Supplier Parties or those for whom the Supplier is at law responsible, including all legal costs and expenses reasonably incurred by ONTC in connection with the defence or settlement of any such Loss, unless such Loss is caused by the negligent act or omission of ONTC or those for whom it is in law responsible. The Supplier shall, at ONTC's election, either assume the defence of every proceeding brought in respect of such Loss, or cooperate with ONTC in the defence, including providing ONTC with prompt Notice of any possible Loss and providing ONTC with all information and material relevant to the possible Loss. For enforcement of this indemnity, ONTC is acting as agent and trustee for the ONTC Parties.
57. **Specific Indemnities.** The Supplier shall indemnify ONTC and ONTC Parties and save them harmless from and against all Losses incurred by ONTC arising from:
 - (a) any decision or interpretation by any court or governmental authority that: (i) any of the Supplier Parties is an employee of ONTC; or (ii) ONTC is liable to pay statutory contributions or deductions in respect of any of the Supplier Parties under any Laws, including employment insurance, provincial health insurance, income tax or other employment matters;
 - (b) any health, medical disability or similar claims which the Supplier or Supplier Parties may have during or after the term of this Agreement;

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- (c) any claim by any third party against ONTC alleging that the use by ONTC of the Equipment infringes any Intellectual Property rights;
 - (d) any claim against ONTC arising from the failure of the Supplier to protect the confidentiality of Confidential Information; and
 - (e) safety infractions committed by the Supplier under health and safety legislation, regulations, guidelines or orders, including the *Occupational Health and Safety Act*.
58. **Bodily Injury and Property Damage.** The Supplier shall make full and complete compensation for any bodily injury or death to any person while providing the Services and for any damage caused to ONTC's physical property by an act or omission of the Supplier or a Supplier Party.
59. **Supplier Losses.** The Supplier shall be liable for any claims arising from any personal injuries to or death of any of the Supplier Parties or from any loss of or damage to any property belonging to the Supplier or Supplier Parties during the provision of the Services unless caused by the negligent act or omission of ONTC or ONTC Parties.
60. **Waiver.** The Supplier waives against ONTC and ONTC Parties any claims of any kind whether directly or indirectly arising out of or connected with the existence of this Agreement or for any injury to or death of any person or for any loss of or damage to any property belonging to the Supplier or Supplier Parties and for any loss or damage of the Supplier unless caused by the negligent act or omission of ONTC or ONTC Parties.
61. **Limitation of Liability.** Notwithstanding any other provision of this Agreement,
- (a) ONTC shall not be responsible for indirect, consequential, special, incidental or contingent damages of any nature whatsoever, including loss of revenue. This limitation shall apply regardless of the form of action, damage, claim, liability, cost, expense or loss, whether in contract (including fundamental breach), statute, tort (including negligence), or otherwise, and regardless of whether ONTC has been advised of the possibility of such damages;
 - (b) ONTC shall not be liable for any amounts in excess of the amount of fees payable by ONTC to the Supplier in the 12 months preceding the claim; and,
 - (c) Any express or implied reference to ONTC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of ONTC, whether at the time of execution of this Agreement or at any time during the Term or Renewal Term, shall be void and of no legal effect in accordance with s.28 of the *Financial Administration Act*, R.S.O. 1990, c. F.12.

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62. **Survival.** The sections in this part “Indemnity and Limitation of Liability” shall survive the expiry or termination of this Agreement.

Insurance

63. Without restricting the generality of the provisions related to indemnification, the Supplier shall obtain, and for as long as this agreement is in effect, maintain, pay for and, upon request by ONTC from time to time, provide evidence of the following insurance coverage, taken out with insurers with an AM Best rating of no less than A+:
- (a) Commercial General Liability Insurance:
 - i. Including “Ontario Northland Transportation Commission” as an additional insured,
 - ii. To a limit of not less than ten million dollars (\$10,000,000) inclusive per occurrence,
 - iii. Including product liability, bodily injury, personal injury, death and damage to property and the loss of use of such property,
 - iv. Endorsed to provide “Ontario Northland Transportation Commission” with not less than thirty (30) days’ notice, in advance, of any cancellation, change or amendment restricting coverage.
64. If any of the foregoing policies expires while this agreement is in effect, the Supplier shall immediately renew or replace it, and, within sixty (60) days after such expiry, provide to ONTC evidence of the renewed/replaced policy.
65. The Supplier shall ensure that all the foregoing insurance is primary and does not call into contribution any other insurance coverage available to ONTC. The Supplier shall not do or omit to do anything which would impair or invalidate the insurance policies.

GENERAL

66. **Notices:** A party giving Notice shall give it in writing and shall send it by personal delivery, email or prepaid courier to the other party’s contact person at an address of the other party provided for in this agreement.
67. The initial contact person and contact address for the parties are:
Ontario Northland Transportation Commission
Attention: XX
555 Oak Street East
North Bay ON P1B 8L3
T: 705-472-4500 ext. XX
E: XX@ontarionorthland.ca and legal@ontarionorthland.ca

XX
Attention:
Address
T:
E:

68. A Notice sent by:
- (a) Personal delivery is deemed to be delivered on the date it is personally delivered;
 - (b) Email is deemed to be delivered upon the sender receiving from the recipient a written acknowledgment of receipt; and,
 - (c) Courier is deemed to be delivered two days after the date it is sent.
69. **Outside Communications:** Neither party will communicate with the media or anyone else about the Equipment except with the prior written approval of the other party, except as such communication may be required by law.
70. **No Waiver:** No waiver by a party of any breach by the other party of any of its covenants, agreements or obligations in this Agreement shall be a waiver of any subsequent breach or the breach of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be a waiver by the party of its rights and remedies with respect to such breach or any subsequent breach.
71. **Relationship:** The Supplier is an independent contractor of ONTC. The Supplier shall not, except as ONTC may specifically authorize in writing, enter into any contracts or commitments in the name of or on behalf of ONTC, or bind ONTC in any respect whatsoever. The Supplier is not a partner, joint venturer, agent or employee of ONTC.
72. **Governing Law:** This Agreement shall be governed by and constituted in accordance with the laws in force in the Province of Ontario excluding any conflict of laws principles. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.
73. **Severability:** Should any section or part or parts of any section in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon ONTC and the Supplier as though such section or part or parts thereof had never been included in this Agreement.
74. **Survival:** In addition to those provisions which are expressly stated to survive the termination or expiration of this Agreement, the provisions of this Agreement that are by their nature intended to survive termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding termination or expiration until or unless they are satisfied.
75. **Entire Agreement:** The Contract Documents constitute the entire contract between the parties with respect to its subject matter and supersedes all prior or contemporaneous

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commitments, representations, warranties, arrangements, understandings agreements, and negotiations, whether written or oral, or collateral or other, with respect to its subject matter, existing between the parties at the Agreement Date.

- 76. **Counterparts and Electronic Delivery:** This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

ONTARIO NORTHLAND TRANSPORTATION COMMISSION

Per _____
Tracy MacPhee
Senior Director Passenger Operations

Date _____

I have authority to bind the corporation

XX

Per _____
Name:
Title:

Date _____

I have authority to bind the corporation.

Schedule A
Specifications for the Equipment

Schedule B
Supplier's Submission