

REQUIREMENT FOR ENGINEERING SERVICES AGREEMENT

The selection of any Proponent shall be conditional upon the parties entering into a written Engineering Services Agreement within ten (10) days of the Proponent receiving written notice of its conditional selection.

The Engineering Services Agreement shall be negotiated in good faith by the parties using as a basis the form approved by the Consulting Engineers of Ontario referred to as MEA/CEO CLIENT/CONSULTANT AGREEMENT FOR MUNICIPAL WORKS (2006), revised to be fully consistent with the terms and conditions of the within Request for Proposal, and further amended to incorporate the following terms and conditions:

1. Section 1.11 Insurance: General Liability coverage required shall be minimum \$5,000,000.00 per occurrence and in aggregate, and Professional Liability Insurance coverage required shall be minimum \$5,000,000.00 per claim and in aggregate.
2. Consultant agrees to perform the services with reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the services at the time when and the location in which the services were performed.
3. Limitation of liability provisions shall consist solely of the parties releasing each other from any and all damages, losses, and expenses of an indirect or consequential nature.
4. Any claims brought pursuant to contract or in tort arising out of the Agreement shall be brought within the limitation periods set forth in *The Limitations Act*, 2002.
5. Consultant agrees to comply with all privacy legislation applicable to *En Win* concerning Personal Information that may be collected, created, or transferred in relation to this Agreement, and Consultant will permit at reasonable times and on reasonable notice entry to its premises and inspection of its systems relating to such Personal Information. Consultant shall make full and prompt disclosure in respect to any breach of the Consultants policies or practices relating to such Personal Information.
6. Dispute resolutions shall consist of a good faith attempt by the parties to resolve any dispute between them, failing which the dispute shall be submitted to final binding arbitration in Windsor, Ontario by a single arbitrator appointed pursuant to *The Arbitrations Act* of Ontario.

7. The terms and conditions set forth in the *En Win* Performance Standards and Retainer Agreement dated May 16, 2007, (copy attached) shall be incorporated into the Agreement, and a copy of the document signed by the Consultant shall be incorporated into the Agreement and attached as a Schedule thereto.
8. The Request for Proposal shall be incorporated as a Schedule to the Agreement, and the scope of services to be provided by the Consultant shall be as described therein unless agreed otherwise by the parties.

If the parties for any reason fail to enter into a written Engineering Services Agreement within the above ten (10) day period, the conditional selection of the Proponent shall be deemed to be of no effect. Without liability of any kind to the Proponent, *En Win* shall be at liberty to select an alternate Proponent.