



Governance and Priorities Committee Report

For the June 12, 2014 Meeting

To: Governance and Priorities Committee **Date:** May 29, 2014
From: Allison Ashcroft, Senior Planner, Environment
Subject: Fortis BC – Pavement Repair Services and Fueling Services Agreements

Executive Summary

Staff recommend that Council provide authoritative approval to have the Mayor and Corporate Administrator execute two separate services agreements with Fortis BC Energy Vancouver Island (Fortis BC). Council's authorization is required because each agreement contains an indemnity clause. The first agreement provides for cost recovery from Fortis BC for City costs related to pavement repair work to City infrastructure resulting from Fortis BC activities within the city of Victoria. The second agreement relates to the fueling of City vehicles at Fortis BC's compressed natural gas (CNG) facility in Langford in the rare event of a scheduled or unforeseen closure of the City's CNG fueling station at public works.

1. Pavement Repair Services Agreement

The City routinely works with utility and telecommunications companies to coordinate the maintenance and upgrade of utilities infrastructure in the City's right-of-way. The work of these utility companies often necessitates repairs or upgrades to nearby City assets and infrastructure; most commonly this involves pavement repair to sidewalks and roads subsequent to utilities work. The City performs these repairs to City infrastructure rather than the utilities. In 2013, the City billed \$640,000 to third party utility and telecom companies for cost recovery of City works associated with their capital projects. These City charges are invoiced weekly on an individual project basis to each company. Generating these project-based invoices requires compiling detailed time and material records and is a very time-consuming and data-intensive process. Through the proposed pavement repair service agreement between the City and Fortis BC, the City would base its charges on agreed-upon unit costs for supplying labour, equipment and materials required for typical pavement repair work. The unit costs to be included within this pavement service agreement reflect full cost recovery and will be monitored and adjusted, as needed, at each renewal term. The term of this agreement is from January 30, 2014 through December 31, 2015.

Contained within the agreement is an indemnity clause to release and save harmless Fortis BC from all actions, claims, damages, or costs with respect to the injury or death of any person, damage or loss to property, or remediation of any environmental damage incidental to the pavement repair work. The application of this clause is deemed to be remote; therefore, staff request that Council provide authorization to execute the agreement.

2. Fueling Services Agreement

In 2013, the City of Victoria's fueling facility dispensed 120,000 litres of CNG, one quarter of this usage was from outside sales to third parties with CNG vehicles, the other three quarters was used by the City's approximately 25 heavy duty fleet vehicles which run exclusively on CNG. These CNG vehicles include some of the City's specialty trucks, such as garbage packers, flat decks, and hotboxes, in addition to, some larger pick-up trucks and vans. Some of the City's specialty vehicles are needed on a daily basis, in particular the new dual stream garbage packers. In 2013, the newly acquired dual stream CNG garbage packers consumed 64% of all the City's CNG usage (net of outside sales).

Until very recently, the City's fueling facility at public works was the only location on southern Vancouver island to acquire CNG. Fortis BC Energy Vancouver Island (Fortis BC) has completed the construction and commissioning of a new CNG facility in Langford which it operates as a third party fueling facility.

The City's CNG fueling equipment is near the end of its life and in need of major repair or replacement. Staff are assessing different options for financing these upgrades, including exploring potential partnership opportunities. Staff will bring forth a recommendation for financing the upgrade to the City's CNG fueling infrastructure through the 2015 budget process. There is a risk of failure with this existing fueling infrastructure, and there is a possibility that scheduled maintenance may necessitate a temporary closure of the City's CNG fueling facility. In either instance, having an agreement in place with Fortis BC to use their third party CNG fueling facility in Langford provides added redundancy.

Staff request that Council authorize the execution of a fueling services agreement with Fortis BC in order that, in the event of downtime due to failure or scheduled maintenance of the City's CNG facility, the City's CNG fleet will have an alternate facility from which to fuel. It should be noted that there are no other CNG fueling stations within Greater Victoria. Staff is not recommending that we use Fortis's CNG fueling station in the normal course of business as fuel and travel cost will be higher.

Contained within the agreement is an indemnity clause to release and save harmless Fortis BC from all expense, risks, and liability with respect to the use by us of their fueling station. Application of this clause is deemed remote, thus the City is agreeing to indemnify Fortis BC, and staff request Council's authorization to execute the agreement.

Recommendation:

1. That Council authorize the Mayor and Corporate Administrator to execute
 - a. The Pavement Repair Services Agreement with Fortis BC
 - b. The Fueling Services Agreement with Fortis BC.
2. That Council ratify the motion to execute these agreements at the meeting of City Council on June 12, 2014.

Respectfully submitted,



Allison Ashcroft
Senior Planner, Environment



Dwayne Kalynchuk
Director of Engineering

Report accepted and recommended by the City Manager:

Date:


June 5, 2014



FortisBC Energy (Vancouver Island) Inc.
 16705 Fraser Highway
 Surrey, British Columbia, Canada, V4N 0E8
ACCOUNTS PAYABLE:
 Tel. (604) 576-7000

Vendor: CITY OF VICTORIA
 #1 CENTENNIAL SQUARE
 VICTORIA BC V8W 1P6

Vendor Contact: Ed Robertson
 Telephone: 250-385-5711

Ship To: Fortis BC Energy (VI) Inc.
 1027 Langford Parkway
 Victoria BC V9B 0A5

BLANKET ORDER NUMBER	4500042057
Purchase Order Date: (yyyy/mm/dd)	2014/05/28
THIS PO NUMBER MUST APPEAR ON ALL VENDOR DOCUMENTS	

FortisBC Contact:	Margrit Himmel
Telephone:	604-592-7636
Fax Number:	778-571-3205
Email:	MARGRIT.HIMMEL@FORTISBC.COM
Payment Terms:	30 Days Due Net

Commencement Date: 2014/01/30
 Termination Date: 2015/12/31

Your Reference: Rate Sheet
 Our Reference: 7.480.10

PAVEMENT REPAIR - WITHIN THE CITY OF VICTORIA, BC

TO COVER THE COST OF SUPPLYING ALL LABOUR, EQUIPMENT AND MATERIALS REQUIRED FOR PAVEMENT REPAIR WORK RESULTING FROM FORTISBC ENERGY (VANCOUVER ISLAND) INC. ("FORTISBC") ACTIVITIES WITHIN THE CITY OF VICTORIA. WORK WILL BE PERFORMED ON AN "AS AND WHEN REQUIRED" BASIS.

THE RATES TO BE CHARGED AGAINST THE PURCHASE ORDER MAXIMUM TOTAL ESTIMATE WILL BE ADDED TO LINE 10 BELOW WHEN THE 2014 RATE SHEET IS AVAILABLE.

THE FORTISBC REPRESENTATIVE IS: T JASON EARDLEY (VICTORIA-LANGFORD)
 TEL: 250.380.5720
 CELL: 250.883.5062
 EMAIL: jason.eardley@fortisbc.com

THE CITY OF VICTORIA REPRESENTATIVE IS: ED ROBERTSON
 EMAIL: engineering@city.victoria.bc.ca

***PRIOR TO COMMENCEMENT OF WORK, A COPY OF THIS BLANKET ORDER MUST BE SIGNED IN THE AREA INDICATED BELOW AND RETURNED VIA E-MAIL, FAX, OR HARD COPY TO MARGRIT HIMMEL.

FOR VALUABLE CONSIDERATION, I HEREBY AGREE TO BE RETAINED BY FORTISBC TO PROVIDE THE SERVICES DESCRIBED HEREIN AND AGREE TO BE BOUND BY, OBSERVE AND PERFORM THE TERMS, CONDITIONS AND OBLIGATIONS AS SET FORTH IN THIS PURCHASE ORDER AND TERMS AND CONDITIONS ATTACHED HERETO.

DATED AT (CITY) _____ ON THIS _____ DAY OF _____, 2014.

(CONTINUE NEXT PAGE)



FortisBC Energy (Vancouver Island) Inc.
 16705 Fraser Highway
 Surrey, British Columbia, Canada, V4N 0E8
ACCOUNTS PAYABLE:
 Tel. (604) 576-7000

BLANKET ORDER NUMBER	4500042057
Purchase Order Date: (yyyy/mm/dd)	2014/01/30
Change Date : (yyyy/mm/dd)	2014/05/28
THIS PO NUMBER MUST APPEAR ON ALL VENDOR DOCUMENTS	

PER _____
 (City of Victoria - AUTHORIZED SIGNATURE)

PRINT NAME & TITLE: _____

8) _____ THE VENDOR'S WORKSAFE BC NUMBER (IF APPLICABLE) IS:

CC: Jason Eardley, Victoria-Garbally
 Accounts Payable

CHG NBR: 65207 - 6312
 FILE: 7.480.10 (VIS)

Item	Quantity	Unit	Material / Service Description	Delivery Date	Unit Price	Extended Price
00010	1	PU	Paving & Concrete Repair within the city of Victoria, BC	2015/12/31	1000,000.00	1,000,000.00

Total net value excl. tax CAD 1,000,000.00

=====

TAXES ARE NOT INCLUDED IN THE COSTS SHOWN.
 WHERE APPLICABLE, PLEASE SHOW AMOUNT OF TAXES
 SEPARATELY ON INVOICE.

SPECIAL INSTRUCTIONS:

=====

1) FORWARD ALL INVOICES TO THE FORTISBC REPRESENTATIVE AT THE "SHIP TO" ADDRESS

(CONTINUE NEXT PAGE)



FortisBC Energy (Vancouver Island) Inc.
16705 Fraser Highway
Surrey, British Columbia, Canada, V4N 0E8
ACCOUNTS PAYABLE:
Tel. (604) 576-7000

BLANKET ORDER NUMBER	4500042057
Purchase Order Date: (yyyy/mm/dd)	2014/01/30
Change Date : (yyyy/mm/dd)	2014/05/28
THIS PO NUMBER MUST APPEAR ON ALL VENDOR DOCUMENTS	

REQUESTING THE WORK.

REFERENCE THE FOLLOWING INFORMATION ON ALL INVOICES:

- BLANKET ORDER NUMBER;
- FORTIS GAS JOB NUMBER; AND
- NAME OF FORTISBC REPRESENTATIVE FOR THE JOB;

2) THE BLANKET ORDER TOTAL IS A MAXIMUM ESTIMATE ONLY AND DOES NOT GUARANTEE A SPECIFIC AMOUNT OF WORK;

3) TERMS AND CONDITIONS OF ORDER - Standard SERVICES (March 28,2013) WILL APPLY TO THIS PURCHASE ORDER;

4) THE CITY OF VICTORIA MUST PROVIDE THE FORTISBC PROCUREMENT DEPARTMENT AT 16705 FRASER HWY, SURREY, BC V4N 0E8 WITH 30 DAYS WRITTEN NOTICE OF ANY CHANGES TO THE RATE STRUCTURE.

(CONTINUE NEXT PAGE)



FortisBC Energy (Vancouver Island) Inc.
 16705 Fraser Highway
 Surrey, British Columbia, Canada, V4N 0E8
ACCOUNTS PAYABLE:
 Tel. (604) 576-7000

BLANKET ORDER NUMBER	4500042057
Purchase Order Date: (yyyy/mm/dd)	2014/01/30
Change Date : (yyyy/mm/dd)	2014/05/28
THIS PO NUMBER MUST APPEAR ON ALL VENDOR DOCUMENTS	

TERMS AND CONDITIONS OF ORDER - (SERVICES)

1. PURCHASE ORDER

- 1.1. FortisBC Energy Inc. ("FortisBC") has accepted a quotation ("Quotation") from the Contractor (described as the Vendor in the Purchase Order) to provide services, the details of which are outlined in the Scope of Work attached to the Purchase Order.
- 1.2. The Terms and Conditions, the Quotation and the Scope of Work are all attached to the Purchase Order and collectively form the Contract Documents.

2. SCOPE OF WORK

Generally, the services to be performed by the Contractor are set out in the Scope of Work attached to the Purchase Order or directly on the Purchase Order attached hereto (the "Work"). Specific services may be assigned by FortisBC throughout the term.

3. REPRESENTATIVES

- 3.1. Following the award of the Work to the Contractor, each party shall notify the other of its named representative. The Contractor's representative shall be available on the site where the Work is being performed.
- 3.2. FortisBC's representative shall be identified on the Purchase Order.
- 3.3. Any written notices required to be given to a party under the Purchase Order shall be delivered to the party's representative.
- 3.4. The parties' respective representatives shall have the authority to transmit information and instructions to one another and to act on behalf of and bind their respective parties.

4. TERM OF PURCHASE ORDER

This Purchase Order shall commence on the date set out on the Purchase Order (the "Commencement Date") and shall be deemed terminated and the Contractor discharged from any further obligation to perform services on the earlier of the date when the Work has been performed, accepted and approved by FortisBC (the "Termination Date") and the termination date identified on the Purchase Order.

5. PROGRESS OF WORK

- 5.1. The Contractor shall provide all services, labour, supervision and equipment necessary to perform the Work in accordance with the terms of the Purchase Order and the Scope of Work. The Contractor shall perform the Work in accordance with any drawings and instructions issued by FortisBC.
- 5.2. At the request of the FortisBC representative, the Contractor shall provide details about its plans and methods of performing the Work. If the FortisBC representative determines that the Contractor cannot supply personnel and equipment to meet the requirements of the Work as assigned on the schedule identified, the Contractor shall, if requested by FortisBC, expedite the progress of the Work at no additional cost to FortisBC.

6. DELAY

- 6.1. If the Work as assigned is delayed beyond the specific Work assignments scheduled completion date(s), (the "Completion Date(s)") as a result of an event or circumstance which the Contractor could not have anticipated or avoided and which makes it impossible to perform the Work on time, the parties' representatives shall agree on, and failing such agreement, the FortisBC representative shall establish, an equitable adjustment of the time within which the Work is to be performed.
- 6.2. If the Work as assigned is delayed beyond the scheduled Completion Date(s) as a result of any act or failure to act by the Contractor, its agents, employees or subcontractors, the FortisBC representative shall either:
 - (a) establish an equitable adjustment of the amount to be paid for the Work or the time within which the Work is to be performed; or
 - (b) terminate the Purchase Order without incurring damages or penalties in accordance with Sections 12.1 and 12.2.
- 6.3. Any party anticipating a delay shall notify the other party as soon as possible with full particulars. Both parties shall make every reasonable effort to mitigate or overcome the effects of any anticipated delay.

7. EXTRA WORK

5.152 Standard - Services (FortisBC).doc / March 28, 2013

(CONTINUE NEXT PAGE)



FortisBC Energy (Vancouver Island) Inc.
 16705 Fraser Highway
 Surrey, British Columbia, Canada, V4N 0E8
ACCOUNTS PAYABLE:
 Tel. (604) 576-7000

BLANKET ORDER NUMBER	4500042057
Purchase Order Date: (yyyy/mm/dd)	2014/01/30
Change Date: (yyyy/mm/dd)	2014/05/28
THIS PO NUMBER MUST APPEAR ON ALL VENDOR DOCUMENTS	

TERMS AND CONDITIONS OF ORDER - (SERVICES)

7.1. The FortisBC representative may require the Contractor to perform work that is in addition to the Scope of Work and results in an increase to the cost of the Work ("Extra Work").

7.2. Prior to the commencement of any Extra Work, the details of the Extra Work shall be discussed and mutually agreed upon in writing by the parties. Failing agreement, the FortisBC representative may direct the Contractor, in writing, to proceed with such Extra Work which is within the general scope of the type of Work required by the Contractor or required to properly complete the Work, in which case the Contractor shall perform such Extra Work. Any dispute as to the Extra Work shall be resolved in accordance with Section 18 below.

7.3. Extra Work shall be paid at the hourly rate outlined in the Purchase Order, or if none has been set out, then at a rate to be mutually agreed upon prior to commencing the Extra Work. Failing agreement as to cost the parties will resolve the matter in accordance with Section 18.

7.4. FortisBC shall not accept any claim made by the Contractor for Extra Work unless the Contractor has complied with Sections 7.2 and 7.3 above.

8. WORK CHANGES

8.1. The FortisBC representative may require the Contractor to perform any additions to or revisions of the Work which are within the scope of the Purchase Order and/or to make any deletions to the Work ("Work Changes").

8.2. If the FortisBC representative requires such Work changes, the parties' representatives shall agree on any equitable adjustment of the amount to be paid for the Work Changes and the time within which the Work Changes and the Work are to be performed, and, failing such agreement, either representative may escalate the disagreement within its organization and failing resolution may elect to have the matter resolved in accordance with Section 18. The parties will continue to fulfil their respective obligations pursuant to this Purchase Order during any resolution of any dispute.

9. TERMS OF PAYMENT

9.1. Subject to any equitable adjustment or Section 18, FortisBC shall pay the Contractor an amount approved by the FortisBC representative as set out in the Purchase Order for performance of the Work in accordance with these Terms and Conditions.

9.2. The Contractor shall submit an itemized invoice, on the last day of each month during the term of this Purchase Order unless otherwise specified in the Purchase Order or on the Termination Date, whichever is appropriate, to the FortisBC representative, which at a minimum shall include:

- (a) hourly rates, where appropriate, as quoted in the Purchase Order; or
- (b) lump sum price, where appropriate, as quoted in the Purchase order;
- (c) a detailed description of the Work;
- (d) any Extra Work at the hourly rates as set out in the Purchase Order or as mutually agreed upon between parties;
- (e) applicable Federal Goods and Services Tax ("GST") and British Columbia Provincial Sales Tax ("PST");
- (f) FortisBC's Work order number, if applicable;
- (g) complete address of the location of the Work being invoiced or where the materials were delivered;
- (h) where appropriate, minimum callout prices; and
- (i) copies of all delivery slips for Materials.

9.3. The FortisBC representative shall verify the invoice and approve it for payment. Payment of the approved invoices shall be made by FortisBC to the Contractor within 30 days of receipt by FortisBC unless otherwise specified in the Purchase Order.

9.4. The Contractor shall remit the PST to the British Columbia Minister of Finance in accordance with all laws and regulations.

9.5. FortisBC shall pay to the Contractor the applicable GST provided that the invoices that the Contractor provides to FortisBC includes the following:

- (a) sufficient information to identify the Contractor's name or trade name;
- (b) the Contractor's GST registration number;
- (c) sufficient information to identify the reporting period when the GST, in respect of the goods and services being provided by the Contractor, was paid or become payable and the amount of GST paid or payable;
- (d) sufficient information to identify the name of FortisBC; and
- (e) sufficient information to specifically identify the nature of the goods and services being provided and invoiced.

9.6. FortisBC will not, under any circumstance, be responsible for any tax monies not remitted in accordance with Section 9.4 above, nor for any interest or penalties imposed on unremitted taxes.

9.7. FortisBC shall not be responsible for any GST other than as specified above. The Contractor agrees to hold FortisBC harmless from and against any order, penalty, interest or tax that may be exercised or levied against FortisBC as a result of the failure or delay of the Contractor to file any return or information required by any law, ordinance or regulation. Without limiting the generality of the foregoing, FortisBC shall have no liability or



FortisBC Energy (Vancouver Island) Inc.
 16705 Fraser Highway
 Surrey, British Columbia, Canada, V4N 0E8
ACCOUNTS PAYABLE:
 Tel. (604) 576-7000

BLANKET ORDER NUMBER	4500042057
Purchase Order Date: (yyyy/mm/dd)	2014/01/30
Change Date: (yyyy/mm/dd)	2014/05/28
THIS PO NUMBER MUST APPEAR ON ALL VENDOR DOCUMENTS	

TERMS AND CONDITIONS OF ORDER - (SERVICES)

responsibility for the payment of any penalty or interest assessed or levied against the Contractor as a result of the failure of the Contractor to charge, collect or remit the GST as required under all applicable laws.

10. EQUIPMENT & MATERIALS OF FORTISBC

All maps, drawings, photographs, equipment and materials relevant to the Work provided by FortisBC to the Contractor shall remain the property of FortisBC and the Contractor shall be responsible for the safe care, handling, custody and proper maintenance of them. The Contractor shall return any FortisBC property to FortisBC within ten (10) days of termination of the Purchase Order.

11. MAINTENANCE OF RECORDS

The Contractor shall keep full and detailed records respecting performance of the Work for at least one year after completion of the Work and the Contractor shall permit FortisBC to inspect and audit these records at all reasonable times.

12. TERMINATION

12.1. If the Contractor breaches a material term of the Terms and Conditions of this Purchase Order or is in substantial breach of the Terms and Conditions of this Purchase Order, becomes insolvent, commits an act of bankruptcy, has a receiver or liquidator appointed for its assets or otherwise files for protection from claims of its creditors, such that any of the above causes the Contractor to be unable to fulfil its obligations under this Purchase Order, assigns or abandons the Work, or fails to meet the Completion Dates, FortisBC may, without prejudice to any other rights or remedies it has, terminate this Purchase Order by giving the Contractor seven (7) calendar days written notice.

12.2. Notwithstanding the forgoing, in its sole discretion FortisBC reserves the right to cancel this Purchase Order without damages or penalty whatsoever by giving the Contractor fourteen (14) calendar days written notice.

12.3. Should FortisBC terminate this Purchase Order in accordance with Section 12.1 or 12.2, it shall only be required to pay the Contractor for Work completed to FortisBC's satisfaction up to the date of Termination and those costs incurred solely for the purpose of completing that Work.

12.4. If FortisBC terminates the Purchase Order, it may take possession of the Contractor's work product and materials and complete the Work. The Work, including, without limitation, finished drawings, materials, correspondence, calculations and other work in progress completed up to the date of termination shall become the property of FortisBC.

12.5. If FortisBC fails to make payment to the Contractor when due under the Purchase Order, other than in cases where FortisBC disputes the amount of entitlements of the Contractor to some or all of a payment, breaches a fundamental term of the Purchase Order or is in substantial breach of the terms hereof, the Contractor may, without prejudice to any other rights or remedies it has, terminate this Purchase Order by giving FortisBC seven (7) calendar days written notice.

13. INSURANCE

13.1. Within five (5) days of award of the Work, the Contractor shall obtain at its own expense, the following insurance and with the exception of (a) below, name FortisBC as an additional insured and provide FortisBC with proof of the insurance coverage including:

(a) Automobile liability on all vehicles used by the Contractor in connection with this Purchase Order in the minimum amount of \$2 million per occurrence in respect of bodily injury, death and property damage.

(b) General Commercial liability for bodily injury, death and property damage with minimum amount of \$2 million per occurrence with respect to the Work. The policy shall also contain a cross liability provision.

13.2. During the term of this Purchase Order, FortisBC's representative may, by written notice, require the Contractor to obtain additional insurance or to alter or amend the insurance policies required under this Section at FortisBC's expense. The Contractor shall be responsible for the full amount of all deductible of all insurance policies required under this Section. All insurance policies required herein shall provide that the insurance shall not be cancelled or changed in any way without the insurer giving at least ten (10) calendar days written notice to FortisBC and shall be purchased from insurers registered in and licensed to underwrite insurance in British Columbia. Where the Contractor fails to comply with the requirements of this Section, FortisBC may take all necessary steps to affect and maintain the required insurance coverage at the Contractor's expense.

13.3. If an insurer fails or refuses to pay any claims under an insurance policy covering activities relating to or arising out of the Work, the Contractor will not be released from any responsibility and liability arising under these Terms and Conditions.

14. WORKER'S COMPENSATION INSURANCE



FortisBC Energy (Vancouver Island) Inc.
 16705 Fraser Highway
 Surrey, British Columbia, Canada, V4N 0E8
ACCOUNTS PAYABLE:
 Tel. (604) 576-7000

BLANKET ORDER NUMBER	4500042057
Purchase Order Date: (yyyy/mm/dd)	2014/01/30
Change Date: (yyyy/mm/dd)	2014/05/28
THIS PO NUMBER MUST APPEAR ON ALL VENDOR DOCUMENTS	

TERMS AND CONDITIONS OF ORDER - (SERVICES)

14.1. Within five (5) days of award, the Contractor shall provide FortisBC with written proof of Workers' Compensation insurance coverage in accordance with the statutory requirements in British Columbia for all its employees engaged in performing the Work herein.

14.2. The Contractor shall comply with the British Columbia Workers' Compensation Act and regulations thereto and shall pay all assessments, compensation and all other amounts required to be paid thereunder.

14.3. If the Contractor fails to pay any such assessment, compensation or other amounts when due, FortisBC may make such payment on behalf of the Contractor but will not be obliged to do so.

14.4. The Contractor shall reimburse FortisBC the amount of such payment upon demand, or FortisBC may deduct the amount from any payment then or thereafter due to the Contractor under the Purchase Order.

15. INDEMNIFICATION

15.1. The Contractor shall indemnify and hold FortisBC, its directors, officers, agents and employees harmless from and against any actions, claims, damages, costs and expenses including without limitation all applicable solicitors' fees and disbursements, investigation expenses, adjusters' fees and disbursements whatsoever which may be brought against or suffered by FortisBC, or its directors, officers, agents and employees or which they may incur, sustain or pay arising out of or in connection with:

- (a) any injury to or the death of any and all persons;
- (b) damages, destruction or loss to or of any and all property whether real or personal;
- (c) restoration and/or remediation for any environmental damage sustained and all penalties, fines or other costs associated therewith; and
- (d) any act, omission, default or representation, negligent or otherwise, of the Contractor, its employees, agents and subcontractors, in any way incidental to the Work or this Purchase Order.

15.2. The Contractor shall defend any such claims or suits provided that FortisBC shall have the right at its option to participate in the defence of such claims or suits and in such events the Contractor shall pay FortisBC's cost for defending such claims or suits.

15.3. This indemnity shall survive the termination of this Purchase Order.

16. SAFETY & SECURITY

16.1. The Contractor shall be responsible for the protection and security of the Work and the protection and safety of all persons performing the Work on the site. The Contractor shall comply with all safety procedures required by FortisBC.

16.2. At the request of FortisBC, the Contractor shall cause each of its employees engaged in the performance of the Work to obtain and provide to FortisBC a Consent for Disclosure of Criminal Record Information from the Royal Canadian Mounted Police and such further information regarding such employee's criminal record as may be requested by FortisBC.

16.3. FortisBC may, in its sole and absolute discretion, require the Contractor to remove any of the Contractor's employees from the performance of the Work and to replace such employee with another employee acceptable to FortisBC.

17. REPRESENTATIONS AND WARRANTIES

17.1. The Contractor hereby covenants, represents and warrants to FortisBC, and shall be deemed to have covenanted, represented and warranted to FortisBC on and as of the Commencement Date, as follows:

- (a) the personnel the Contractor assigns to perform the Work herein possess the necessary qualifications, knowledge, skills, expertise and experience to perform the Services to the highest professional standards;
 - (b) the Contractor shall, at all times during the term of the Purchase Order, act in the best interest of FortisBC and shall perform the Work in a competent, workmanlike and professional manner and using due care and diligence;
 - (c) the Contractor shall act with integrity and use the highest ethical standards in performing the Work hereunder and it shall not, in any way, directly or indirectly compromise the reputation or image of FortisBC;
 - (d) in performing the Work, the Contractor shall comply with all applicable laws, orders, regulations, ordinances standard, codes and other rules, licences and permits of all lawful authorities;
 - (e) the Contractor shall be responsible at no cost to FortisBC, to provide such additional services as may be necessary to remedy any defects or deficiencies in the Work caused by the negligent act or omission of the Contractor or its employees, agents or subcontractors or by the failure of such party(ies) to perform the Work in accordance with the provisions of this Purchase Order; and
 - (f) where applicable, the Contractor shall take all measures in the performance of the Work to minimize disturbance or damage to the environment.
- 17.2. These representations and warranties shall survive the termination of this Purchase Order.



FortisBC Energy (Vancouver Island) Inc.
 16705 Fraser Highway
 Surrey, British Columbia, Canada, V4N 0E8
ACCOUNTS PAYABLE:
 Tel. (604) 576-7000

BLANKET ORDER NUMBER	4500042057
Purchase Order Date: (yyyy/mm/dd)	2014/01/30
Change Date : (yyyy/mm/dd)	2014/05/28
THIS PO NUMBER MUST APPEAR ON ALL VENDOR DOCUMENTS	

TERMS AND CONDITIONS OF ORDER - (SERVICES)

18. DISPUTES

18.1. Where any dispute arises out of or in connection with this Purchase Order, including failure of the parties to reach agreement hereunder, the parties agree to try to resolve the dispute by participating in a structured mediation conference with a mediator under the National Arbitration Rules of the ADR Institute of Canada Inc.

18.2. If the parties fail to resolve the dispute through mediation, the unresolved dispute shall be referred to, and finally resolved or determined by arbitration under the National Arbitration Rules of the ADR Institute of Canada Inc. Unless the parties agree otherwise the arbitration will be conducted by a single arbitrator.

18.3. The arbitrator shall issue a written award that sets forth the essential findings and conclusions on which the award is based. The arbitrator will allow discovery as required by law in arbitration proceedings.

18.4. If the arbitrator fails to render a decision within thirty (30) days following the final hearing of the arbitration, any party to the arbitration may terminate the appointment of the arbitrator and a new arbitrator shall be appointed in accordance with these provisions. If the parties are unable to agree on an arbitrator or if the appointment of an arbitrator is terminated in the manner provided for above, then any party to this Purchase Order shall be entitled to apply to a judge of the British Columbia Supreme Court to appoint an arbitrator and the arbitrator so appointed shall proceed to determine the matter mutatis mutandis in accordance with the provisions of this Section.

18.5. The arbitrator shall have the authority to award:

- (a) money damages;
- (b) interest on unpaid amounts from the date due;
- (c) specific performance; and
- (d) permanent relief.

18.6. The costs and expenses of the arbitration, but not those incurred by the parties, shall be shared equally, unless the arbitrator determines that a specific party prevailed. In such a case, the non-prevailing party shall pay all costs and expenses of the arbitration, but not those of the prevailing party.

18.7. The parties will continue to fulfil their respective obligations pursuant to this Purchase Order during the resolution of any dispute in accordance with this Section 18.

19. SUBCONTRACTING

19.1. No subcontracting of any of the Work shall be permitted without the prior written consent of FortisBC which consent may be arbitrarily withheld.

19.2. Notwithstanding FortisBC's consent to the subcontracting of any of the Work, no subcontracting of any Work shall relieve the Contractor from its obligations and responsibilities to FortisBC pursuant to this Purchase Order. Nothing contained in these Terms and Conditions shall be construed as creating any contractual relationship between FortisBC and the subcontractor.

20. ASSIGNMENT

The Contractor shall not assign its rights under this Purchase Order without the prior written consent of FortisBC, which consent may be arbitrarily withheld. FortisBC may assign this Purchase Order without the consent of the Contractor.

21. CONFIDENTIALITY

21.1. All information or documentation received by a party (the "Receiving Party") pertaining to or arising from the Work or the business affairs or trade secrets of the other party (the "Disclosing Party") shall be deemed to be confidential and proprietary to the Disclosing Party. Except as otherwise provided herein, the Receiving Party shall not directly or indirectly disclose any such confidential information or documentation to any third party without the prior written consent of the Disclosing Party. Such consent is not required where the third party is another contractor or consultant retained by the Disclosing Party for the purposes of the Work and to the extent that such disclosure is necessary for the proper performance of this Purchase Order.

21.2. Notwithstanding the foregoing, the Receiving Party may use such confidential information or documentation pertaining to or arising from the Work in the preparation for and conduct of submissions to regulatory agencies.

21.3. The obligation of confidentiality set out above shall not apply to material, data or information which is known to either party prior to its receipt thereof, which is generally available to the public or which has been obtained from a third party which has the right to disclose the same. The



FortisBC Energy (Vancouver Island) Inc.
 16705 Fraser Highway
 Surrey, British Columbia, Canada, V4N 0E8
ACCOUNTS PAYABLE:
 Tel. (604) 576-7000

BLANKET ORDER NUMBER	4500042057
Purchase Order Date: (yyyy/mm/dd)	2014/01/30
Change Date : (yyyy/mm/dd)	2014/05/28
THIS PO NUMBER MUST APPEAR ON ALL VENDOR DOCUMENTS	

TERMS AND CONDITIONS OF ORDER - (SERVICES)

confidentiality covenants of the parties herein shall survive the termination of this Purchase Order.

21.4. The Contractor further acknowledges and agrees that FortisBC has, and shall have title to all information and documentation arising from the performance of the Work and the Contractor shall surrender any of such material which may be in its possession to FortisBC at any time upon the request of FortisBC.

22. RELATIONSHIP

In performing the Work the Contractor shall be an independent contractor and as such shall not have authority to bind or commit FortisBC and shall have responsibility for the control over the details and means of performing the Work. The Work shall be performed by the Contractor under its own superintendence and at its own risk. Nothing herein shall be deemed or construed to create a joint venture, partnership, employment or agency relationship between the parties for any purpose.

23. AGENCY

Where FortisBC requests the Contractor to carry out Work on Vancouver Island or the Sunshine Coast, FortisBC is acting as agent for FortisBC Energy (Vancouver Island) Inc. and all references in the Purchase Order to FortisBC shall be deemed to be references to FortisBC Energy (Vancouver Island) Inc. Where FortisBC requests the Contractor to carry out Work in Whistler, FortisBC is acting as agent for FortisBC Energy (Whistler) Inc. and all references in the Purchase Order to FortisBC shall be deemed to be references to FortisBC Energy (Whistler) Inc.

24. LAW

This Purchase Order shall be governed by and construed in accordance with the laws of the Province of British Columbia.

25. TIME

Time is of the essence in this Purchase Order.

26. ENUREMENT

This Purchase Order shall be for the benefit of and be binding upon FortisBC and the Contractor and their respective successors and permitted assigns.

27. AMENDMENTS

Subject to any equitable adjustment made, the parties are not bound by any amendment, variation or waiver of any provision of this Purchase Order unless it is in writing and signed by their representatives.

28. PUBLICITY

Except as required by applicable law, the Contractor shall not issue any press release or make any public announcement or disclosure concerning the terms and conditions of any Purchase Order, the nature and extent of this agreement with FortisBC pursuant to the Purchase Order and performance of the Work, including publication or disclosure in any reference list, without the prior written consent of FortisBC.



FortisBC Energy (Vancouver Island) Inc.
16705 Fraser Highway
Surrey, British Columbia, Canada, V4N 0E8
ACCOUNTS PAYABLE:
Tel. (604) 576-7000

BLANKET ORDER NUMBER	4500042057
Purchase Order Date: (yyyy/mm/dd)	2014/01/30
Change Date : (yyyy/mm/dd)	2014/05/28
THIS PO NUMBER MUST APPEAR ON ALL VENDOR DOCUMENTS	

TERMS AND CONDITIONS OF ORDER - (SERVICES)



FUELING SERVICES AGREEMENT PART I – BASIC TERMS

Customer				
Name or company name (include business registration no. if applicable)				
◆				
Mailing/billing address				
◆				
If company, contact name		Telephone	Email	
◆		◆	◆	
Fueling Station Location				
FortisBC (Vancouver Island) site at 1027 Langford Parkway, Victoria, BC or such other location as substituted or added by FEVI at its discretion, from time to time				
Term				
Commencement Date		Initial Term (years)	Renewal	
◆ [or the first day of the month after the Fueling Station becomes operational as determined by FEVI].		◆ years from the Commencement Date	◆	
Type of Fuel:				
Compressed natural gas				
Dispensing Rate				
\$/Gigajoule ("GJ"), subject to adjustment pursuant to sections 4(b) and (c) of Part II.				
As at the Commencement Date:	<u>Capital Rate:</u> \$7.529/GJ	<u>O & M Rate:</u> \$2.683/GJ	<u>Overhead Rate:</u> \$0.52/GJ	<u>Total Dispensing Rate:</u> \$10.732
Minimum Annual Quantity				
◆ GJs, subject to adjustment pursuant to section 4(c) of Part II.				
Supplemental Terms and Conditions:				
(a) Access to and use of the Fueling Station Location by the Customer is conditional upon FEVI entering into an agreement with the property owner/occupier (the "Property Agreement") effective on or before the Commencement Date, and in addition to any termination provisions contained in Part II, this Agreement will terminate concurrent with the termination of the Property Agreement at no cost or liability accruing to FEVI as a result of such termination.				
(b) The Dispensing Rate payable by the Customer pursuant to this Agreement is in addition to any amounts payable by the Customer to FEVI for:				
(i) the purchase of the Fuel pursuant to the Rate Schedules.				
(ii) any transportation services pursuant to a separate transportation services agreement between the Customer and FEVI.				
<p>The Customer, by signing this Agreement, accepts and agrees to be bound by the terms and conditions herein contained. This Agreement, including Part I and Part II and any schedules or appendices attached hereto, constitutes the entire agreement between the parties and supersedes all other agreements with respect to the fueling services described herein. This Agreement will not come into effect and does not bind the parties until :</p>				
(a) FortisBC Energy (Vancouver Island) Inc. ("FEVI") has obtained the necessary approvals for this Agreement from all regulatory or other applicable governmental authorities having jurisdiction, including the British Columbia Utilities Commission ("BCUC"), on terms and conditions which are satisfactory to FEVI; and				
(b) the Fueling Station has been installed at the Fueling Station Location and is operational.				
CUSTOMER:				
Signature		Date		
Name		Title		



PART II – BACKGROUND AND TERMS AND CONDITIONS

SECTION A - BACKGROUND

- A. FEVI owns and operates a fueling station (the “**Fueling Station**”), at the Fueling Station Location identified in Part I, from which it sells and distributes natural gas (the “**Fuel**”).
- B. The Customer has agreed to purchase the Fuel from FEVI pursuant to FortisBC Rate Schedules (the “**Rate Schedules**”) and wishes to use the Fueling Station for the purpose of self-serve fueling of their vehicles.

SECTION B – TERMS AND CONDITIONS

1. TERM

- (a) *Initial Term* - The initial term of this Agreement will be for the period of time set out in Part I.
- (b) *Renewal* - This Agreement automatically renews at the end of the Initial Term for the additional periods of time set out in Part I. The Customer may decide not to renew this Agreement by providing FEVI with notice at least sixty (60) days prior to the expiry of the Initial Term.

2. USE OF FUELING STATION AND ACCESS TO PROPERTY

- (a) *Use of Fueling Station* – Provided the Customer is, at all times, in compliance with this Agreement, and unless otherwise provided herein, the Customer shall be entitled to access and use the Fueling Station for the purpose of self-serve fueling of their vehicles.
- (b) *Training and Operation*- The Customer shall not enable any person to access the Fueling Station, to dispense Fuel, or to use a Fueling Card (as defined below) before such person has successfully completed training (directly from FEVI or a supervisor or manager of the Customer qualified by FEVI to dispense Fuel from the Fueling Station) on the use of the Fueling Station, including safety training, in accordance with the manufacturer’s dispensing instructions, all applicable laws, and the requirements of FEVI, as established or amended from time to time. The Customer shall provide, and shall ensure each person dispensing Fuel from the Fueling Station, or using a Fueling Card, provides proof of training to FEVI upon request.
- (c) *Access to Property* – The Customer shall only access those parts of the property on which the Fueling Station is located and designated for access to the Fueling Station and shall at all times comply with site safety instructions communicated by FEVI or the property owner and any on-site signage or instructions. The Customer is aware access to the Fueling Station may be detoured or made unavailable by the property owner from time to time.
- (d) *Fueling Cards* - In order to dispense Fuel from the Fueling Station, the Customer shall use only those fueling cards issued by FEVI to the Customer (the “**Fueling Cards**”). The Fueling Cards shall at all times be and remain the property of FEVI and may be cancelled or withdrawn by FEVI at any time by FEVI. The Customer shall surrender the Fueling Cards to FEVI on demand. Except to the extent prohibited by law, unless the Customer has notified FEVI of any loss or theft, the

Customer shall be liable for and shall pay FEVI in accordance with the terms of this Agreement for the full amount of all transactions in respect of the use of any lost or stolen Fueling Card.

- (e) *Personal Identification Numbers* – Use of Fueling Cards shall be restricted through the use of personal identification numbers (“**PINs**”). The Customer shall not reveal its PINs to any person other than those authorized by the Customer and trained to use the Fueling Station. The Customer shall be liable for and shall pay FEVI in accordance with the terms of this Agreement for the full amount of all transactions where the Customer has in any way comprised the security and confidentiality of its PIN.

3. SAFETY

- (a) *Responsibility for Safety* – The Customer is, at all times, responsible for the safety and protection of its employees, contractors, agents, representatives, subcontractors and any other person for whom the Customer is at law responsible (collectively, the “**Representatives**”) using the Fueling Station or otherwise accessing the property on which the Fueling Station is located.
- (b) *Covenant re: Training and Operation* – By issuing a Fuel Card to any person, the Customer covenants and agrees such person has successfully completed the applicable training and will continually use the Fueling Station and access the Fueling Station in a safe manner. The Customer shall ensure, at all times, all safety requirements are adhered to strictly by its Representatives. Failure to do so constitutes a material breach of this Agreement.

4. FEES, BILLING AND PAYMENT

- (a) *Dispensing Fees* – The Customer, in consideration of access to and use of the Fueling Station, shall pay to FEVI the Dispensing Rate for each GJ of Fuel dispensed by the Customer from the Fueling Station, as measured by a meter located on the Fueling Station and attributable to the Customer through use of the Fueling Cards.
- (b) *Annual Rate Escalation* – On each anniversary of the Commencement Date:
 - (i) the Capital Rate will increase by 2%; and
 - (ii) the O & M Rate will increase by the percentage increase, if any, in the Consumer Price Index (published by Statistics Canada for the City of Vancouver, all items, not seasonally adjusted) from the previous twelve month period.
- (c) *Change in Dispensing Rate* – If:
 - (i) FEVI upgrades or expands the Fueling Station to meet increased Customer demand or use of the Fueling Station by others; or
 - (ii) the volume of Fuel dispensed by the Customer from the Fueling Station during a Service Year is twenty (20%) percent greater than the Minimum Annual Quantity for that Service Year; where a “**Service Year**” means the twelve month period of the Term calculated from the Commencement Date or the anniversary thereof;

FEVI and the Customer agree to negotiate in good faith an adjustment to the Dispensing Rate and the Minimum Annual Quantity going forward, subject to BCUC approval.

- (d) *Minimum Guarantee* - The Customer acknowledges the Dispensing Rate has been calculated by FEVI having regard to, among other things, the Customer's estimated Fuel demand profile and the number of vehicles served by the Fueling Station, and accordingly, the Customer agrees to pay a minimum annual charge (the "**Minimum Guarantee**") calculated by multiplying the Dispensing Rate by the Minimum Annual Quantity shown in Part I for each Service Year (pro-rated for part years).
- (e) *Billing and Payment* - Bills will be rendered by FEVI on a monthly basis and payable by the Customer, without deduction or set-off, within thirty (30) days following the billing date.
- (f) *Payment of Minimum Guarantee* - Where the annual amount billed to the Customer is less than the Minimum Annual Guarantee, the shortfall will be added to the next bill.
- (g) *Taxes* - Any applicable taxes will be added to all rates and charges on each bill.
- (h) *Late Payments* - Overdue payments shall be subject to a late payment charge of 1.5% per month (19.56% per annum).
- (i) *Verification* - The Customer must report any billing errors promptly to FEVI. Statements shall be final and binding unless questioned by the Customer within one year after its billing date. The Customer shall have the right to review meter data and other relevant records in order to verify statements. Such review shall be conducted at the Customer's expense unless such review discloses errors in the amount of Fuel dispensed which exceed two percent (2%).

5. LIABILITY, RELEASE, DISCLAIMER, INSURANCE AND ENVIRONMENTAL COMPLIANCE

- (a) *Liability* - The Customer is responsible for, and shall indemnify and save harmless FEVI from, all expense, risks and liability with respect to the use of the Fueling Station by the Customer, including any damage to the Fueling Station occasioned by its use.
- (b) *Release* - The Customer, on its own behalf and on behalf of its Representatives, hereby releases, defends, indemnifies and holds harmless FEVI, and its directors, officers, employees, agents, contractors, successors and assigns, from and against any and all adverse claims, losses, suits, actions, judgments, demands, debts, accounts, damages, costs, penalties and expenses (including all legal fees and disbursements) arising from or incurred by or suffered as a result of the Customer's presence at the Fueling Station Location or while using the Fueling Station, howsoever caused, save and except from any negligent act or omission of FEVI.
- (c) *No Warranty and Disclaimer* - The Customer acknowledges and agrees:
 - (i) Suitability of Fueling Station - FEVI does not represent or warrant the adequacy or suitability of the Fueling Station for the Customer's purpose and all express or implied warranties, terms or conditions of merchantability or fitness for a particular purpose, whether existing at law or in equity, are expressly disclaimed by FEVI.
 - (ii) Limitations on Use - The Customer acknowledges and is aware the fuel supply may be temporarily suspended or unavailable from time to time, including as a result of equipment breakdown, to make repairs or improvements to the Fueling Station or to comply with the requirements of any law. FEVI will, whenever practicable, give notice to

the Customer of such suspension and will diligently undertake required repairs to minimize Fueling Station down-time.

- (iii) Disclaimer of Liability - FEVI shall not be liable for any loss of profit, use, interruption of business or otherwise and shall not be liable for any direct, indirect, punitive, exemplary, incidental, aggravated, punitive or consequential damages of any kind regardless of the form of action whether in contract, tort, strict product liability, breach of warranty, breach of representation, misrepresentation, statutory duty, or any other legal or equitable theory, even if FEVI has been advised of the possibility of such damages.
- (d) *Insurance* - The Customer shall obtain and maintain the following insurance coverage and provide proof of coverage to FEVI:
 - (i) Workers' Compensation Insurance in accordance with the statutory requirements;
 - (ii) Automobile Liability Insurance with a limit of not less than \$5,000,000 per occurrence in respect of bodily injury, death and property damage;
 - (iii) Comprehensive General Liability Insurance from insurers registered in and licensed to underwrite insurance in British Columbia for bodily injury, death and property damage in the amount of \$5,000,000 per occurrence naming FEVI as an additional insured with respect to this Agreement and providing that the insurance shall not be cancelled or materially changed without the insurer giving at least 30 calendar days written notice to FEVI; and
 - (iv) Such other insurance as reasonably required by FEVI from time to time.
- (e) *Environmental Compliance* - The Customer acknowledges and agrees the Customer has environmental responsibilities arising from the Customer's use of the Fueling Station pursuant to environmental laws and regulations, including related spills, and is required to comply with the requirements of FEVI as they relate to environmental management, compliance and reporting. The Customer covenants and agrees to co-operate with FEVI in co-ordinating, establishing, implementing and verifying processes and procedures to manage and address environmental impacts and ensure compliance with environmental laws and regulations.

6. DEFAULT AND TERMINATION

- (a) *Default*- If the Customer, or any person using the Fuel Cards, is unable, refuses or fails to produce proof training upon request by FEVI, or the Customer is otherwise in default of this Agreement, FEVI may terminate this Agreement, or de-activate the applicable Fuel Cards, temporarily or permanently, without prior notice to the Customer and without any liability to FEVI as a result thereof.
- (b) *Surrender of Fuel Cards* – Upon termination of this Agreement, all Fuel Cards issued under this Agreement will immediately cease to be valid and the Customer shall surrender the Fuel Cards to FEVI upon demand.
- (c) *Effect of Termination* – If this Agreement is terminated for any reason prior to expiry of the Initial Term, in addition to any other amounts due and owing by the Customer to FEVI and

despite any other remedies available at law or in equity, the Customer shall pay to FEVI, within 30 days of billing, the Dispensing Rate (as escalated annually) calculated on the Minimum Annual Quantity to the remainder of the Initial Term.

- (d) *Survival* - Upon expiry or earlier termination of this Agreement, all claims, causes of action or other outstanding obligations remaining or being unfulfilled as of the expiry or termination date and all of the provisions of this Agreement relating to the obligation of either the parties to account to or indemnify the other and to pay to the other any amounts owing as at the date of expiry or termination in connection with this Agreement will survive such expiry or termination.
- (e) *Effect of Termination on Other Agreements* – The expiration or termination of this Agreement does not affect or result in the expiry or termination of any other agreements made between FEVI and the Customer, including any fuel purchase agreements or transportation Agreements.

7. MISCELLANEOUS

- (a) *Amendments* - Except as set out in this Agreement, no amendment or variation of this Agreement shall be effective or binding unless in writing and signed by the parties and, where applicable, upon receipt of BCUC approval.
- (b) *Further Assurances* - The Customer will execute and deliver any further agreement, document or instrument and do and perform any further act or thing as may be reasonably required by FEVI from time to time in order to evidence or give full force and effect to the terms, conditions and intent of this Agreement.
- (c) *Governing Law* - This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada. The parties hereby attorn to the jurisdiction of the courts of British Columbia and all courts competent to hear appeals therefrom.
- (d) *Assignment* - FEVI may assign, transfer or sell its right, title and interest in this Agreement, to any Affiliate, as that term is defined in the *Business Corporation Act*, S.B.C. 2002, c.57.
- (e) *Waiver* - FEVI is not bound by any waiver of any provision of this Agreement unless it consents to such waiver in writing. No waiver of any provision of this Agreement constitutes a waiver of any other provision, nor does any waiver constitute a continuing waiver unless otherwise provided.
- (f) *Severability* - If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination does not impair or affect the validity, legality or enforceability of any other provision of this Agreement.
- (g) *Time of the Essence* - Time is of the essence of this Agreement.

END OF DOCUMENT