

Site Services Agreement

SITE SERVICES AGREEMENT

This Site Services Agreement is made as of [March/07/2024]. Between: Township of Georgian Bluffs ("the Client") and "SustainErgy Group" (the "Contractor")

Accordingly, the Client and the Contractor agree as follows:

- 1. **Work:** The Contractor shall perform the Work described in the attached Schedule 1 Scope of Work in accordance with this Contract.
- 2. **Payment:** [Client] agrees to pay the Contractor for the Work performed, the amounts set forth in the attached Schedule 2 Contract Price, at the times and in the manner prescribed by this contract.
- 3. **Contract Documents:** The rights and obligations of the Client and the Contractor are set forth in this Contract, and the following attached Schedule:
 - Schedule 1 Scope of Work Appendix A Specifications
 - Schedule 2 Contract Price
 - Appendix B Rate Schedule
 - Appendix C Estimate
- **4. Counterparts:** This Contract may be executed in one or more counterparts and may be executed and delivered by facsimile or electronic mail, and all the counterparts taken together constitute one and the same instrument.
- **5. Notices:** All notices or other communications between the parties under this Contract shall be in email

Township of Georgian Bluffs

177964 Grey County Rd 18 Owen Sound, ON N4K 5N5 Email: nlobley@georgianbluffs.ca

Contractor:

SustainErgy Group 206 Pembina Rd, Sherwood Park, T8H OL8

Email: phart@sustainergy.ca

6. Binding Agreement: The Client and the Contractor, intending to the legally bound, have signed this Contract.
"The Client" Township of Georgian Bluffs
Name: Title:
"The Contractor" SUSTAINERGY GROUP A

Title: Business Development Manager

Schedule 1 - Scope of Work Scope of the Work

The Contractor shall be responsible for the installation, commissioning, monitoring, and analysis of a building electrical monitoring system at the Multipurpose Facility and Arena. This includes installation of hardware, access to software to monitor the energy usage on a circuit-by-circuit level, training on the software platform, and reporting on the data collected. Individual descriptions of each stage are outlined below:

Milestone 1 May 2024

- Supply and installation of building monitoring system:
- -Installation of monitoring equipment
- -Hardware connected to the software dashboard and commissioned Installation and access to software
- -Ensuring proper operation of all equipment as necessary
- -All necessary permitting as per safety code requirements

Commissioning report submission of all equipment datasheets and manuals

Milestone 2 May 2024

Installation completion and introduction and explanation of building monitoring system and benchmarking reports:

Mount meter and connect all sensors commission and verify meter operation

Commissioning report submission of all equipment datasheets and manuals 3 hours of training on software usage and report analysis with required staff

Milestone 3 June 2025

Access to Energy management software and regular analysis with monthly reports: 24/7 access to the monitoring software on, at minimum, the computers of the Recreation Manager, Recreation Maintenance Supervisor, and Energy Project Lead

Monthly reports and analysis of the data collected by the monitoring system

Explanations of the trends that are shown

Recommendations for energy conservation measures

Support with reporting as per the FCM grant requirements

Term

This Contract will commence on the date first written on the previous page and will continue 12 months after Milestone 3

Related Deliverables and Work Product

The deliverables for this project are as follows:

The contractor shall provide full installation and commissioning .

The contractor will provide the software and basic training.

The contractor shall provide a monthly energy analysis report inclusive of energy conservation measure recommendations and explanations of trends displayed.

Final closeout of the FCM grant

Appendix A - Specifications

NOT APPLICABLE

Schedule 2 - Contract Price

1. Contract Price

- **1.1.** The Contract Price to be paid by the client for the complete performance of the Work is: fixed sum of \$29,000+ GST
- **1.2** Ongoing software subscription costs are \$1,500/ annually and will begin in 12 months. Starting July 2025 after the third milestone.

2. Invoicing

- **2.1.** The Contractor may invoice the client upon the complete work performance for each stage outlined in Schedule 1
- **2.2.** Invoices will be submitted to the client through email.

The Contractor acknowledges that the client is relying on this estimate as a good faith of the total cost required to perform the Work.

The Contractor shall act diligently in performing the Work so as to minimize the total costs payable by the client to complete the Work

Appendix C - Estimate 1.

The Contractor's estimate for the total cost payable by the client for the complete performance of the Work is set out below based on the application submitted to the Federation of Canadian Municipalities that was developed with the support of Sustainergy:

The contract is valid under the terms that the municipality is approved for grant funding for the project

Advance for installation: \$20,300+ GST

Upon Completion of Installation & Comissioning: \$8,700+ GST