



PO Box 3014
Hillsborough, NB E4H 4W5
1-877-353-0683
www.woodrandd.com

SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT for City of Elliot Lake, Hockey Arena Extended Inspection/Winter shoring design Project dated this 22nd day of November 2023.

City of Elliot Lake
45 Hillside Drive North,
Elliot Lake, ON P5A 1X5

BETWEEN:

AND:

Wood Research and Development (Canada) Ltd.
P.O. Box 3014
Hillsborough, NB, E4H4W5

BACKGROUND

- A. The City of Elliot Lake is of the opinion that Wood Research and Development (Canada) Ltd. (WRD) has the necessary qualifications, experience, and abilities to provide services to The City of Elliot Lake. The City of Elliot Lake recognizes WRD has specialized knowledge and experience in the advanced timber inspection, testing and design.
- B. WRD is agreeable to providing such services to The City of Elliot Lake on the terms and conditions set out in this agreement.

IN CONSIDERATION OF the matters of the described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged The City of Elliot Lake and Wood Research and Development (Canada) Ltd. agrees:

SERVICES PROVIDED: SCOPE OF WORK

1. The City of Elliot Lake hereby agrees to engage WRD with the following services:
 - A. Hockey Arena Extended Inspection
 - B. Winter shoring design.



**PO Box 3014
Hillsborough, NB E4H 4W5
1-877-353-0683
www.woodrandd.com**

2. The scope of work includes only the above-listed tasks. Additional days on site or requests for information or consulting time for Dr. Tingley and his team will be billed at WRD 2023 standard bill-out rates at a Time and Material basis as listed in Section 6.

TERMS OF THE AGREEMENT

3. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of both parties.

PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

5. All monetary amounts referred to in this Agreement are in CAD (Canadian Dollars)

COMPENSATION

6.

A. WRD will charge The City of Elliot Lake for the extended inspection and winter shoring design services as per the attached WRD quotes (Q7386 and Q7387) and the Approval document from the City of Elliot Lake.

B. WRD will charge The City of Elliot Lake for any additional Engineering services including requests for information or consulting time will be billed at WRD 2023 standard bill-out rates at a Time & Material basis.

This includes the following rates:

WRD staff mobilization to site:	TBD
EPHOD® equipment rental:	\$685 per day
Supervising Engineer:	\$310 per hour
Senior Engineer:	\$245 per hour
Senior Str. Engineer:	\$245 per hour
Junior Engineer:	\$180 per hour
Intermediate CAD Tech:	\$112 per hour
Lead inspector:	\$145 per hour
Senior inspector:	\$125 per hour
Junior inspector:	\$105 per hour
ASTM laboratory core sample analysis:	\$500 per sample testing



**PO Box 3014
Hillsborough, NB E4H 4W5
1-877-353-0683
www.woodrandd.com**

7. Invoices submitted by Wood Research to the City of Elliot Lake are due within twenty eight (28) days of the invoice date.
8. In the event that this Agreement is terminated by the City of Elliot Lake prior to completion of the Services but where the Services have partially performed, Wood Research and Development (Canada) Ltd. will be entitled to pro rata payment of the compensation to the date of termination provided that there has been no breach of contract on the part of WRD.
9. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties or tariffs that may be required by law. Any sales taxes, duties or tariffs will be charged to the City of Elliot Lake in addition to the Compensation.

CONFIDENTIALITY

10. Confidential information refers to any data or information relating to the City of Elliot Lake project whether business or personal, which would reasonably be considered to be private or proprietary of the City of Elliot Lake or WRD and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to either Party.
11. Wood Research and Development (Canada) Ltd. agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the WRD has obtained, except as authorized by the City of Elliot Lake or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
12. All written and oral information and material disclosed or provided by the City of Elliot Lake to Wood Research and Development (Canada) Ltd. under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to WRD.

RETURN OF PROPERTY

13. Upon the expiry or termination of this Agreement, WRD will return to the City of Elliot Lake any property, non-electronic documents, records, or Confidential Information which is the property of the City of Elliot Lake.

CAPACITY/INDEPENDENT CONTRACTOR

14. In providing the Services under this Agreement it is expressly agreed that Wood Research and Development (Canada) Ltd. is acting as an independent contractor and not as an employee. WRD and



**PO Box 3014
Hillsborough, NB E4H 4W5
1-877-353-0683
www.woodrandd.com**

the City of Elliot Lake acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

NOTICE

15. All notices, requests, demands or other communications required or permitted by the terms of this agreement will be given in writing and delivered to all parties at the following addresses:

Wood Research and Development (Canada) Ltd.
P.O. Box 3014
Hillsborough, NB, E4H4W5

City of Elliot Lake
45 Hillside Drive North
Elliot Lake, ON P5A 1X5

Or
dant@woodrandd.com

Or
BGoulding@city.elliottlake.on.ca

INDEMNIFICATION

16. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns of any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occur in connection with this Agreement. This indemnification will survive the termination of this agreement.

MODIFICATION OF AGREEMENT

17. Any amendment or modification of this Agreement or additional obligation assumed by all Parties in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

ASSIGNMENT

18. Wood Research and Development (Canada) Ltd. will not voluntarily, or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the City of Elliot Lake.



**PO Box 3014
Hillsborough, NB E4H 4W5
1-877-353-0683
www.woodrandd.com**

ENTIRE AGREEMENT

19. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this agreement.

ENUREMENT

20. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

GOVERNING LAW

21. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

WAIVER

22. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures this 22nd day of November 2023.

**THE CORPORATION OF THE CITY OF
ELLIOT LAKE**

**BY _____
MAYOR**

**AND _____ (SEAL)
CLERK**

SIGNATURE

Dan Tingley, Senior Timber Structures
Engineer/Wood Technologist

Elliot Lake Arena extended inspection



Wood Research and Development	Attention to:	Date of Quote
Omar Abdelkarim PO Box 3014 Hillsborough, NB E4H 2C1 506-800-7794 abdelkarimo@woodrandd.com	Bill Goulding City of Elliot Lake 45 Hillside Drive North, Elliot Lake, ON P5A 1X5 705-848-2287 ext. 2154 bgoulding@city.elliottlake.on.ca	Nov 14, 2023
		Quote Validity
		7 days
		Quote No.
		Q7386

Terms and Conditions
All payment received over (28 days) is subject to a 2% interest which compounds monthly.

Project info:	
Job Name:	Elliot Lake Arena extended inspection
Site Location:	Elliot Lake, ON
GPS Coord:	46.39269404, -82.657191349

Client's approval signature:	
Date:	
PO#:	

Items	Amount
1- Engineering, data processing and evaluation.	\$15,220
2- Inspection and equipment rental.	\$31,615
3- WRD Technicians Mobilization Time and Travel Expenses, Crew Lodging & Vehicle Rental.	\$14,992
TOTAL	\$61,827
4- Additional day (within the same mobilization), if required, to complete the work in the hockey rink.	\$5,000

All Prices are Before Taxes

Scope of Work
Scope of work: Extended inspection of the hockey arena.
Mobilization includes crew travel to the job site, in addition to project preparations prior to departure from WRD offices. Two inspectors will work up to 5 days (10 hours/day) in the inspection. If another day of inspection is required to complete the work within the same mobilization, additional \$5,000 will be added to the Total amount mentioned above.
Scissor lift to access the roof is to be provided by the client. Uncover all the elements before this extended inspection.
Coating or paint removed by WRD, if necessary to examine timber elements, is to be replaced by others.
Locations and quantities of core samples, if required, are to be determined by WRD on site at time of inspection.
Specialty equipment required for inspection includes Non-destructive through compression wave device (SWT). The inspection spots are to be determined by WRD.
Public safety, environmental protection, work site security, and hindrance free workplace are to be provided by others.
Lighting in work area (if required) be provided by client.
Basic facilities like, washrooms access and parking area including any associated costs to be provided by client.
Billed price may vary in case of contingencies and unforeseen events.
WRD reserves the right to invoice for Client-driven stand down days at a rate of \$225/person/day.
Anything not mentioned in the above is considered not included.

Elliot Lake Arena shoring design under environmental loads



Wood Research and Development	Attention to:	Date of Quote
Omar Abdelkarim PO Box 3014 Hillsborough, NB E4H 2C1 506-800-7794 abdelkarimo@woodrandd.com	Bill Goulding City of Elliot Lake 45 Hillside Drive North, Elliot Lake, ON P5A 1X5 705-848-2287 ext. 2154 bgoulding@city.elliottlake.on.ca	Nov 14, 2023
		Quote Validity
		7 days
		Quote No.
		Q7387

Terms and Conditions
All payment received over (28 days) is subject to a 2% interest which compounds monthly.

Project info:	
Job Name:	Elliot Lake Arena shoring design under environmental loads
Site Location:	Elliot Lake, ON
GPS Coord:	46.39269404, -82.657191349

Client's approval signature:
Date:
PO#:

Items	Amount
Structural Analysis and Design of Winter Shoring.	\$19,200
TOTAL	\$19,200

All Prices are Before Taxes

Scope of Work
Scope of work: - Analysis and design of a shoring system for selected bents in the hockey arena considering the environmental loads. Deliverables: - IFC design drawing of the shoring system for selected elements.
Site visits or construction supervision is not included.
Design brief and post-documentation are not included.
Anything not mentioned in the above is considered not included.