



BACKGROUND

The Municipality of the District of East Hants ("East Hants") requires snow and ice control services for a branch of the Colchester-East Hants Library system which contains a Community Police Office for the RCMP.

DELIVERABLES

The Location for these Services is: 555 Highway 1, Mount Uniacke, Nova Scotia.

The Services will typically be performed between November 1st and April 30th (the winter season), if and when required, due to actual or pending weather events such as snowfall and icy conditions, or where otherwise requested by East Hants. East Hants does not guarantee that any Services will be required, nor will they pay for Services which are not performed.

The Contractor warrants that their Rates represent the total cost to provide the Services and include all costs related to delivering the Services including, without limitation, overhead and profit, loading and handling, travel time, delivery the Location specified by East Hants, unloading, set up time (if required), placement, fuel, maintenance, equipment costs, training costs, materials, and any other such costs that may apply, for which the Contractor wishes to be reimbursed. The Rates, where specified, also include such labour as will be required to provide the Services in a safe, competent, and professional manner sufficient to complete the Services in a timely fashion.

Rates will be charged based on the actual number of hours, or part thereof, or materials, or portion thereof, required to actually complete the Services. Where the Services take less than a full unit of the Rate to complete, the Contractor will bill for the appropriate portion of the Rate (e.g. 13 minutes would be $\frac{1}{4}$ of a Hour). Reasonable rounding will be allowed. A contractor may accumulate multiple short visits to round to an hour, provided such accumulation is reasonable.

East Hants will work with the Contractor to establish a clear understanding of the Service requirements during the initial weeks of the agreement. East Hants may, during the Term, provide additional direction or correction with respect to the frequency and quality of the work during snow events.

The Contractor will:

- Monitor weather conditions and initiate response based on the specified triggers; and
- Direct, supervise and perform the work in accordance with the requirements of the agreement or in response to direction from East Hants.

The Contractor declares they understand these requirements and has thoroughly examined the existing conditions where the Services will be performed. The Contractor understands East Hants will not agree to any request for increase in rates or delay to completing the Services on the basis that the Contractor was unaware of the conditions or the requirements.

Once a snow or ice event commences, the Contractor will monitor and visit the Location to determine if the Services are required. The Contractor must use reasonable judgment in determining if the conditions require the Services be performed. East Hants and the Contractor agree to work together to define when Services are required once they each have experience in the conditions.

MANUAL CLEARING WORK: Clear around entrances and exits, typically by use of a shovel or small powered equipment. Entrances must be cleared of snow and ice so there is clear access to all doors, so the doors may be opened fully, and so that there is no obstruction of view or movement when exiting the building. Sidewalks and walkways will be cleared of snow to a minimum width of 42" and all ramps, connections to other sidewalks, and exit points must be thoroughly cleared of snow and ice. RATE 1 includes one labourer and associated powered equipment. RATE 2 includes one labourer and associated manual equipment (shovels, scoops, etc.).

CLEARING BY TRUCK OR OTHER MOBILE EQUIPMENT: Snow clearing and ice control in parking and driveway areas includes all aspects of clearing the parking lot and driveway areas of snow (plowing, back blading, etc.) and for providing ice control (sand spreaders). RATE 3 includes one operator, the truck or mobile equipment the operator intends to use, and all of the associated equipment and costs, except the cost for sand which will be invoiced based on how much is used.

SAND: Sand applied for ice control based on the actual use. RATE 4 includes all costs and labour associated with acquiring and storing the sand, loading sand onto the truck, dispensing the sand, and cleaning up after dispensing. Rate will be per cubic metre, but is to be charged based on the actual use (0.25 of cubic meter, for example).

Estimated Clearing by Truck Hours per Season: 24 Hours Estimated

Sand per Season: 12 Cubic Metres

Estimated Manual Clearing Work per Season: 47.5 Hours

Approximate spend:

2021 Season: Approximately \$5,000

2022 Season: Approximately \$3,000

2023 Season: Approximately \$3,000

The RCMP can potentially use the building seven days a week, certain areas listed below will require Services every day, multiple times per day and in the event of an overnight snow fall, must be cleared by 7am.

- Main entranceway to the building including the entirety of the concrete pad in front of the door;
- Main driveway from Highway 1 into the library, full width;
- Two-car width path to the front of the building;
- Space sufficient to park and to turn a vehicle around in front of the building; and
- 42" wide path from the parking area to the front door.

During the periods the Library is open, the Contractor must:

- Clear and maintain access to the shed and the garbage bins located next to the library building, such that there is a path from the library to the shed and from the shed to garbage bins, and such that both doors of the shed can be opened fully;
- Clear and maintain access to the side entrance to the building;
- Clear and maintain access the rear entrance, including the concrete step and a path from the door to the driveway;
- Clear and maintain access to the chain-link enclosure containing mechanical equipment which is located behind the building. The door to this enclosure faces away from the building and may need to be cleared occasionally to prevent buildup of ice and snow that would prevent the door from being opened fully. Do not fill enclosure with snow as a result of your operations; and
- Clear and maintain the entire driveway and parking area.

As of the date of this agreement, the following table describes the opening and closing times for just the library:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Closed	1pm to 8pm	10am to 1pm	2pm to 7pm	2pm to 5pm	10am to 1pm	Closed

The expectation is that the parking lot will be cleared to reasonably bare condition for the beginning of each workday and that snow shall be cleared at reasonable intervals throughout the work day on the entrances, exits, through areas of the parking lot, and parking spaces which are not occupied when the Services are being provided.

The Contractor will not block in vehicles parked in the parking area such that the vehicle could not be reasonably accessed by the average driver; heavy, wet or frozen snow curls which prevent a vehicle from moving forward or backward will be removed during the Service period they are created. Any snow left after a vehicle is moved must be removed on the next pass through the parking lot.

It is recommended that the Contractor make notes or make recordings of any existing damage on the property before commencing the Services each season to avoid disputes.

Spring Maintenance will depend on the extent of the damage caused by the operations of the Contractor. Typical repairs include spreading of gravel which is moved during operations and soil reinstatement and seeding (sodding, if the damage is extreme) where grass has been damaged. All repairs must be completed to East Hants' satisfaction by May 15th of the year in which Services have just ended. East Hants may complete any repairs which the Contractor has not completed by May 15th and the Contractor will be responsible to compensate East Hants for their time and materials.

East Hants' expectation is that snow accumulation will not exceed the trigger point recommended by the Contractor before the Contractor performs their snow clearing operations. The Contractor is responsible to monitor the weather conditions and the Location to ensure Services are performed promptly so this accumulation is not exceeded. In addition, East Hants may request Services based on their best judgment of the conditions.

If the library is closed due to inclement weather, the Contractor may, except for the Services required to keep the RCMP

office operational, defer incremental snow and ice control Services provided they have the Location prepared for the next operational period. The Contractor must take care not to allow snow and ice to accumulate to a point where removal cannot be completed efficiently when required.

In the case of ice, it is expected that the Contractor will apply ice control products when there is reasonable expectation that ice may develop, in the case that they see evidence of ice forming or having formed, where they have received a report from East Hants that there is ice, or where, in their judgment, application is required.

The goal of ice control is to ensure traction for both pedestrian (staff, tenants and public) traffic and vehicle traffic, and to ensure staff, tenants and the public can safely access the Location.

The snow and ice control Services must be substantially completed at least one-half hour before the opening time for the Location and then must be maintained until at least one-half hour after the closing time for that Location to ensure staff, tenants and the public have sufficient time to exit the Location.

The Contractor is expected to provide prompt response to any calls for additional Services. In the case where East Hants identifies an unsafe condition, the Contractor is expected to respond as soon as possible and in no event more than thirty minutes after the call has been received.

It is expected that the Services described will be sufficiently available in order to ensure the areas are maintained as described. The Contractor will provide contact names and telephone numbers which will allow them to contact the Contractor or their representatives at any time.

The Contractor is responsible to ensure there are sufficient operators available to cover any accidents or other events that would prevent them from completing the Services in a timely fashion. In the case where the Contractor intends to use staff not previously identified, they must promptly inform East Hants of the addition.

Invoices must clearly indicate which Location they refer to and must be referenced to the attention of the appropriate contact for the Location. If Invoices are sent electronically, they must be sent to vendors@easthants.ca.

The Contractor shall:

- Report all vehicle accidents or property damage to East Hants within one (1) business day of the occurrence.
- Not engage in any confrontation with the general public or staff at the location.
- Operate all vehicles and equipment in a safe manner, respecting legal speed limits and the Contractors and their employees are to be respectful and aware at all times of the users of the sidewalks, roadway and at intersections;

The Contractor may not block driveways, roadways or other obvious access points when performing the Service and must, as much as is reasonable in the circumstances, avoid placing or packing snow at intersections such that it affects the visibility from the roadway by drivers or where it may block or cover municipal infrastructure.

The Contractor is responsible to provide all labour, equipment and materials necessary to complete the Services. Such equipment must be safe, in compliance with any applicable regulation related to operating the type or class of equipment, reliable, suitable to complete the Services and, notwithstanding any additional requirements we may require, properly insured. The Contractor is responsible to ensure the equipment is operated safely, in compliance with the manufacturer's guidelines and best practice for the industry. Where applicable, the Contractor will ensure all safety mechanism are working properly, that staff are trained in their use, and that guards are in place.

The Contractor is responsible to manage their employees, including, without limitation, training, ensuring their licenses are up to date, and to monitor safe work practices.

Any materials used to complete the Services must be appropriate to the requirement and compatible with the surfaces on which they are being used. The Contractor may, by prior arrangement with East Hants and where possible, stockpile or store equipment and materials on the Location for use in performing the Services. The Contractor would do so at their own risk and neither East Hants, nor their tenants, will be responsible in any way for lost, stolen, or damaged materials or equipment.

RESPONSE REQUIREMENTS

This competition, released June 13, 2024, is governed by the Informal Competition [Terms and Conditions](#).

Complete and return Bid form. Be sure to provide Rates for each year and for each type of Rate, even if the same price applies to more than one Rate. Rates include all costs to complete one hour of the service, including, without limitation, labour, equipment, materials (except for sand which is invoiced separately), fuel, overhead, profit, and any other applicable cost for which the Bidder would like to be reimbursed, except Harmonized Sales Tax (HST).

Complete and return the Bidder Questionnaire. Be sure to answer each question.

Quotations are to be submitted before 2:00:00 pm local Nova Scotia time on **July 4, 2024** by upload only using the East Hants online procurement application.

The Bidder is responsible for uploading and submitting all documents by closing time. The Bidder must account for the time to upload documents which depends on the size of the document. East Hants shall not be liable for, and Bidder releases East Hants from, any damage or loss of any kind whatsoever related to Bidder's failure to submit documents by closing time for any reason.

Remember to sign the bid form. Electronic signatures are acceptable.

Prior to submitting their Bid, Bidders are to review the Electronic Submission Protocol at:

<https://www.easthants.ca/government/procurement/> for the latest information with respect to submissions

INQUIRIES

All questions or requests for additional information or clarifications regarding this Request for Quotations shall be by email, to the attention of:

Michael Hatfield
Procurement Officer
Municipality of East Hants
Email: procurement@easthants.ca

East Hants will provide clarifications and additional information, if required, by way of Addenda.

Inquiries and questions will be accepted up until 11:00 am local Nova Scotia time on **June 25, 2024**.

Bidders are solely responsible to ensure that any such inquiries are received by East Hants as described above. East Hants will not be responsible if a Bidder chooses to act based on information received in any other way than an approved Addendum or communication, in writing, from the representative named in this section.

WITHDRAWING OR MODIFYING A BID

Quotations can only be withdrawn by email at procurement@easthants.ca. The Bidder must provide the unique identifying number they received when submitting the Quotation in order to withdraw the bid.

Once a Quotation has been submitted, it cannot be modified. The Bidder must submit a new Quotation and then contact East Hants as above to withdraw the Quotation which is no longer valid.

The request to withdraw a Quotation may occur at any time, but certain competitions may contain bid security or other requirements which may impact a Bidder's legal responsibilities once the competition has closed, so withdrawal of a Quotation, where possible, should occur prior to closing.

New or replacement Quotations must be submitted before the Competition Deadline.

EVALUATION & AWARD

The award of this work will be based on the best value, in East Hants' sole opinion, provided by the bidder's Quotation. Best value will be determined primarily by price, but will include consideration of the answers provided to the Bidder Questionnaire.

If the prices received are higher than the approved budget, Award will be contingent on obtaining approval to proceed from the Chief Administrative Officer (CAO) and possibly Council.

BID FORM - RFQ50710 - MOUNT UNIACKE SNIC

BIDDER INFORMATION

Name of Company	
Contact Name	
Phone Number	
Email	
Cell Phone	
24 Hour Contact Number	

RATES

RATE	Description of Rate	Unit of Measure	Rate Year 1	Rate Year 2	Rate Year 3	Rate Optional Year 4	Rate Optional Year 5
1	Manual Clearing with Power Equipment	Hour					
2	Manual clearing with Shovels	Hour					
3	Clearing by Truck or other Mobile Equipment	Hour					
4	Sand	Cubic Metre					
5	Salt for use on concrete entranceway	Bag	Cost Plus (max 20%)	Cost Plus (max 20%)	Cost Plus (max 20%)	Cost Plus (max 20%)	Cost Plus (max 20%)

QUESTIONNAIRE

Note: You may complete these questions on this form or on a separate piece of paper. If using a separate piece of paper, indicate so on this form and write the letter assigned to the question by the appropriate response.

a) Does your company have specific experience clearing snow and providing ice control for properties? If so, how many properties do you Service annually? How many years of experience do you have with respect to this type of work?

b) What equipment do you intend to use for this work? Please describe the equipment and include the plowing and sanding mechanisms. Please also include the quantity of equipment you plan to use for the Services.

c) How will you monitor the Location to ensure Services are completed as required under the agreement? At what accumulation of snow do you recommend starting snow clearing activities (trigger point)?

d) How will you verify that the Services have been completed and the relative quality of the performance?

e) How will you deploy equipment to complete the Services? Do you have a staging area?

f) What is your contingency plan in the event equipment breaks, is lost or stolen? Do you have spare equipment or access to alternative equipment and, if so, what is the impact to Services?

g) How do you plan to perform the spring repairs as required under the contract? What is included in this?

h) If additional Services are required such as trucking of snow, do you have equipment available to provide such Services?
Note: not having additional equipment will not disqualify a Bidder, but the availability of additional equipment does build the value proposition of a Bidder's quotation.

i) Do you subcontract any of the work performed? If so, the subcontractor must meet the same requirements as the primary contractor. Please have each subcontractor complete Appendix B and include them with your response (indicate the subcontractor(s)' s name(s) below.

j) Do you have a 24/ 7 dedicated customer service person? East Hants recognizes that in order to operate efficiently, some of the customer service duties may have to be performed by operators. However, we prefer that, where possible, customer service activities will be performed by a supervisor or other employee not actively engaged in performing the Services.

k) What methods, if any, will you use to define the work for your employees?

SIGNATURE

By signing below the Bidder agrees that:

- a. The Bidder has read and understands the requirement of this RFQ and agrees to abide by the Terms and Conditions of Purchase, in accordance with the Statement of Requirements and their Quotation.
- b. The Bidder has read and understands the following addenda: Addendum ____ to ____ (if any). Failure to acknowledge an addendum containing information pertinent to the Services may be cause to reject a Bidders Quotation.
- c. The Bidder has read, understands and will, if awarded the work, comply with insurance requirements and other contract clauses specified herein.
- d. The Bidder hereby agrees to supply the Services at the Rates indicated above, inclusive of, without limitation, all fees, expenses, or costs for which the Bidder may wish to be reimbursed, except HST.

Signature of Bidder's Representative

Name of Bidders Representative

Title

Date

I have the authority to bind the respondent.

CONTRACT CLAUSES (IF AWARDED)

TERM

The Term shall commence on the date of award and will end on May 30 in each service Year, as follows.

- a. Year 1 will end May 30, 2025;
- b. Year 2 will end May 30, 2026, and
- c. Year 3 will end May 30, 2027.

Unless extended for an additional period by mutual agreement of the parties, in writing, the agreement will end at the end of Year 3. East Hants has included two option years (Year 4 and Year 5) for this agreement, each of which East Hants may decide to accept, in their sole discretion, prior to the end of the preceding Term. Such optional Years will end May 30, 2028 and May 30, 2029 respectively.

The agreement may be terminated at any time in accordance with the termination clauses in this agreement.

INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the Municipality of the District of East Hants, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this agreement, and shall survive this agreement.

INSURANCE

The Contractor must be, and must remain throughout the Term, in good standing with the Workers' Compensation Board of Nova Scotia workplace injury insurance program.

The Contractor shall, without limiting its obligations or liabilities, maintain Commercial General Liability insurance on an occurrence basis with a minimum limit of \$2,000,000.00 for bodily injury including death, personal injury and property damage including loss of use, and shall include provisions for: Blanket contractual liability; Owners' and contractors' protective liability; Broad form property damage; Hostile fire; Tenant's legal liability; Non-owned automobile liability; Contingent employer's liability; and Products and completed operations liability.

The Contractor must provide a certificate of insurance from their insurer for this coverage. The Certificate, at a minimum, must:

- List the Municipality of the District of East Hants as an additional insured and contain both cross-liability and severability of interest clauses;
- The Contractor's insurance must provide for bodily injury or property damage that may result from the Contractor's performance of the Services; and
- Excess or umbrella insurance may be used to achieve the required insurance limits noted in this section.

The Contractor must have and must maintain automobile insurance in the amount of \$2,000,000.00 for the duration of the agreement and must provide a certificate of insurance confirming this coverage. This insurance shall not contain any endorsement that excludes the operation of attached machinery

The COI for Commercial General Liability insurance must provide for 30 days' and the automobile insurance must provide for 15 days' written notice of cancellation or material change. The Contractor must provide a new certificate of insurance each time the insurance is renewed, for the duration of this contract.

The Contractor is responsible to have and to maintain insurance on the equipment and materials used to provide the Services for the duration of the agreement. East Hants will not be responsible in any way for lost, damaged or stolen equipment. In addition:

- The Contractor's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the East Hants.
- In the case where the Contractor will use subcontractors or third-party suppliers, such subcontractors and third-party suppliers must obtain and provide proof of insurance coverage that is equal to that required of the Contractor under this agreement.
- Failure to maintain the required insurance coverage may be grounds for termination of the agreement;
- If a Contractor no longer is in Good Standing with WCBNS, the Contractor must disclose the change in WCB status immediately. Inability to return to Good Standing before the next performance of the Services may result in the termination of the agreement;
- East Hants will not accept any provisions which seek to limit the liability of the Contractor with respect to these insurance requirements;
- Changes to incorporation information must be disclosed within a reasonable time of the change; and
- Changes to insurance coverage must be disclosed to East Hants prior to the next performance of Services after the change and the Contractor must provide a revised certificate. The amended coverage must be in accordance with the requirements of this agreement or otherwise acceptable to East Hants.

REGULATIONS

The Contractor shall comply with all applicable Federal, Provincial and Municipal laws and regulations and the regulations of any other authorities that may have jurisdiction. The Contractor shall also comply with any policies or other requirements related to occupational health and safety or security that may be in place or implemented during the course of the agreement.

ESCALATION

Escalation will not be considered for Year 1 through Year 3 of the agreement. However, the Contractor may request relief with respect to their Rates if the Contractor can demonstrate economic conditions have affected the promised Rates more than the Contractor could have predicted. Factors which East Hants will consider are: price of fuel relative to the cost of fuel at the time the bid was prepared and the rate of inflation relative to the rate of inflation when the bid was prepared.

The Contractor must request escalation prior to the start of the next Term, in writing, providing their supporting information for the request. East Hants reserve the right to refuse a request or to negotiate an acceptable Rate escalation, but will act reasonably when considering such requests.

PERFORMANCE

The Services and infrastructure affected by this agreement are critical to the operation of East Hants. The Contractor understands that the requirements under this agreement will take priority over other contracts the Contractor may have, if and when a conflict around timing and resources were to occur.

East Hants is entrusting the Contractor to perform these Services safely and in a careful, diligent, professional, and skillful manner, to a standard of care and quality typical to suppliers of these types of services. The Contractor is expected to make adjustments to the Services as necessary to ensure staff, RCMP, tenants, and members of the public can, to the extent reasonably possible, safely access the property during winter months.

If the performance of the Services is found to be deficient or not in accordance with the terms of this agreement, East Hants will work with the Contractor to improve the quality of the Services. However, if the quality of the Services does not improve or if the Contractor refuse to cooperate, East Hants may, at its sole discretion terminate the agreement in accordance with the Termination clauses herein.

East Hants may, but is not obligated to:

- Request, and the Contractor may not unreasonably withhold, vehicle inspection records, maintenance logs or other vehicle records in order to verify that the equipment is in good running order and is being properly maintained;
- Request, and the Contractor may not unreasonably withhold, licenses, training records or other employee records related to the employee's eligibility or competence in completing the Services;

- Investigate and document reports, whether solicited or unsolicited, with respect to the driving, conduct or performance of the Contractor's equipment or employees, whether or not that equipment or employee was engaged in performing Services for East Hants.

CONSUMABLES AND EQUIPMENT

The Contractor will supply all sand and other consumables required for the Services, as part of the Services, for the rates established herein. The contractor is also responsible for all costs relating to the procurement, warehousing, handling and the supply of such consumables.

Salt used on the sidewalk will be reimbursed at cost plus no more than 20% for overhead and administration. East Hants may, in their sole discretion, provide salt to the Contractor for this purpose.

The Contractor shall be solely and entirely responsible for any loss or damage to their materials, consumables, supplies, and equipment.

RESPONSIBILITY FOR DAMAGE

The Contractor shall repair and restore to its original condition any material or surface damaged by their operations, in accordance with the Statement of Requirements.

SAFETY

Prior to the commencement Services, the Contractor, with the cooperation of East Hants where necessary, must:

- Perform a hazard assessment;
- Remove or mitigate all known hazards;
- Post any required warning signs or install any necessary guards or barriers;
- Identify and, if necessary, mark any municipal or other services such as water, sewer, electrical, communications, etc. that may be affected by the Services as identified in the hazard assessment;
- Locate and confirm clearances from nearby structures and overhead obstructions such as power lines;
- Design and provide traffic control, if required; and
- Identify and remove of any other potential hazards which might result in damage or harm to public property or individuals.

The Contractor must verify that their employees are using appropriate personal protective equipment (PPE) in the performance of these Services. Failure to enforce the use of PPE may result in Termination of the agreement for these Services. At minimum, East Hants requires the use of safety footwear, protective eyewear (where appropriate), hearing protection (when required) and high visibility vests or similar clothing when performing such Services.

The Contractor shall perform work in a manner that does not create any unsafe or dangerous situations to pedestrians, motoring public, adjacent properties, or other passers-by while the Services are being performed.

The East Hants Representative or their designate may inspect the Locations of the work at any time.

TERMINATION

East Hants may terminate this agreement at any time, for any reason, by providing thirty days' written notice to the Contractor. This notice period may be increased by written agreement between the parties. Agreement to extend this notice period does not release the Contractor of their duty to remedy and, under no circumstances will East Hants be responsible for interest or other charges or fees related to the process of remedy.

Notwithstanding the above, East Hants may terminate this agreement without notice if the Contractor makes changes to the approved list of Contractor's personnel tasked to complete the Services or to the subcontractor engaged to complete the Services without first obtaining the written permission of East Hants.

East Hants may terminate this agreement if the performance of the Services, or portion thereof, is found to be unacceptable. Both East Hants and Contractor agree that each will attempt to remedy the situation and to find a way to make the Services, or portion thereof, acceptable. Under no circumstances may such remedy represent additional cost to East Hants. If no remedy can be found within thirty days of the initial communication to the Contractor by East Hants that the performance of the Services is unacceptable, such notice shall be considered notice to terminate the agreement.

East Hants reserves the right to terminate this agreement, without penalty of any kind, if the Contractor is judged to be bankrupt or makes general assignment for the benefits of its creditors.

Termination of the agreement by East Hants shall not relieve that Contractor of any obligations or liability it may have to East Hants except as provided for herein.

GOVERNING LAW

The laws of Nova Scotia shall govern this agreement. If any dispute should arise under the terms of this agreement, the Courts of Nova Scotia shall have exclusive jurisdiction to such dispute.