



November 15, 2023

County of Elgin
450 Sunset Drive
St. Thomas, Ontario, N5R 5V1

Attention: Mr. Peter Dutchak, Manager of Transportation Services

Subject: Professional Services Proposal
Slope Stability Investigation
Fingal Line and Glen Erie Line
Elgin County, Ontario
Englobe reference: P2309574.001

Dear Mr. Dutchak,

Thank you for asking Englobe Corp. (Englobe) to submit this professional services proposal to you for the above referenced project. Following our communications about the project, we are pleased to present our professional services proposal.

1 Description of the Project

Englobe Corp. (Englobe) was retained by Elgin County (The County) to carry out a geotechnical/pavement investigation for the proposed improvement and reconstruction of sections of Fingal Line and Glen Erie Line in Elgin County.

The complete scope of work under Agreement No. RFP2022-P20 "2022-2023 Geotechnical Consulting Services which consisted of geotechnical engineering investigation providing recommendations for the design of the storm sewer infrastructure replacement along the Fingal Line, pavement engineering recommendations for full reconstruction of Fingal Line and Glen Erie Line.

As part of the geotechnical scope of work, slope stability investigation consisting of a visual slope inspection at various sections along both roads was conducted, and the preliminary evaluation of observed site conditions at selected slope cross sections was provided to the client.

The purpose of the slope inspection was to assess the condition of the current slope at various selected locations including slope profile, drainage watercourse features, existing structures, vegetation, erosion features and signs of instability and specifically identify existing locations where slope deterioration may be accelerating and provide recommendations suggesting if any further detailed investigation is required.

Based on the preliminary information provided in the Visual Inspection Reports, it is Englobe's opinion that a geotechnical investigation with full slope stability analysis will be required at two (2) locations on Fingal Line and eight (8) locations on Glen Erie Line. The geotechnical investigation fieldwork will include a total of ten (10) Boreholes to be located near the crest of the slope and advanced to depths ranging from 6 to 28 m below ground surface (m BGS).

2 Description of the Services

Based on the above-mentioned scope of work, the services to be provided by Englobe are as follows:

- Arrange for public and private utility locates;
- Arrange for drilling contractor to drill and sample ten (10) Boreholes;
- Supervising the drilling operation of ten (10) Boreholes to depths ranging from 6 to 28 metres;
- Collect soil samples in conjunction with SPT and pocket penetrometer testing and log soil stratigraphy;
- Measure groundwater levels in the open boreholes;
- Backfill the boreholes with bentonite in accordance with Ontario Regulation 903 (as amended);
- Survey the borehole locations and elevations (Geodetic); and,
- Submit twenty (20) soil samples for grain size analyses and Atterberg Limits Test and determine moisture contents on all soil samples.

3 Description of the Deliverables

Upon completion of the fieldwork and laboratory testing, Englobe will issue a Geotechnical Engineering Report with recommendations pertaining to the following:

- Soil description, boreholes logs, borehole location plan for the site;
- Laboratory testing results; and,
- Computer analysis and slope stability analysis for two slope profile sections using SLOPEW Software and calculate the slope stability and safe setback. Provide recommendations for the building total setback from the top of the slope to comply with the MNR Technical Guidelines.

3.1 The document will include appendices with:

- Location Plan;
- Site Plan showing borehole locations;
- Borehole Logs;
- Results of Geotechnical Laboratory Testing; and,
- Slope stability Model.

Please note that the cross section and topographic survey elevations should be provided by the client for the purpose of analysis. Depth of boreholes are defined based on the estimated height of the slope.

4 Fees Proposal

For the execution of this project, the value of our fees and expenses will be a lump sum of **\$45,500.00** plus all applicable taxes are extra (HST). The following table shows a breakdown of the fees:

TASK	FEE
Mobilize rig, drill ten (10) boreholes and supplies	\$14,400
Fieldwork; marking boreholes, locates, supervision of drilling and sampling boreholes	\$6,400
Technologist Expenses and traffic control (signage and flagmen)	\$9,200
Topographic survey/slope cross-sections should be provided by client	N/A
Geotechnical laboratory testing: moisture contents, grain size analyses, Atterberg Limits	\$7,600
Preparation of Geotechnical report (including Slope Stability Analyses and appendices), CAD drafting, clerical, Project Management and disbursements	\$7,900
TOTAL FEE (EXCLUDING APPLICABLE TAXES)	\$45,500.00
Provisional fee for remedial options discussion per location	\$2,400
Provisional fee for remediation specification and design drawings per location	\$14,000
Note: <ul style="list-style-type: none">• It's assumed that the borehole locations will be accessible with conventional drill rig• No bedrock coring will be required• Maximum height of the slope is less than 28 m	

5 Excluded Services/Provisional Items

All services which are not described herein are not part of this proposal. Namely,

- Topographic survey of the slope with cross sections;
- Provisional fee for drilling to depths greater than those specified above is \$170/metre;
- Drilling additional boreholes.

6 Products and services provided by the client

- Topographic Survey (Slope Profiles) at ten locations in CAD format;
- Site access and permission for fieldwork.

7 Schedule of services and deliverables

Immediately upon receipt of authorization to proceed, Englobe will request public and private utility locates. It will take about two weeks to provide the public and private locates. It will take about two weeks to provide the laboratory results after the borehole investigation based on the availability of the drill rig. Our engineering report would be available in two weeks following completion of the geotechnical laboratory testing. Total project time is estimated to be eight weeks.

8 Invoicing and terms of payment

The Client will receive a progress invoice following completion of the field work and the remaining invoice will be submitted following completion of final report.

9 Validity of the proposal

This proposal is valid for a period six months.

10 Acceptance of the proposal

We thank you for allowing us to submit our proposal and trust we will be granted the opportunity of participating to the execution of your Project. Should you accept our proposal, please note that our Services will be executed following the terms of this letter, as well as in accordance with the attached Terms and Conditions, all of which constitute the official agreement between the two parties.

If you require additional information, please do not hesitate to contact our office.

Yours very truly,

Englobe Corp.



Patrick Cannon, P.Eng.
Senior Geotechnical Engineer



Robert Helwig, P.Geo., QP
Senior Geoscientist

Encl.: Terms and Conditions

READ AND ACCEPTED

Signature:

Date:

Name:

Title:

Company:

Phone number:

Email:

Note: Please verify and indicate the appropriate name and address for invoicing.

Paying customer: Company If accurate, please check ☐

Address

Email (for invoicing purposes):

Modification:

Legal name for invoicing:

Invoicing address:

Terms and Conditions



eNGLOBE

For the purpose of these Terms and Conditions ("T&Cs"), Englobe Corp. shall be referred to as the "Service Provider".

Clause 1 Acceptance

- 1.1 The acceptance of the Proposal for Professional Services (the "Proposal") and/or the issuance of a purchase order by Client shall constitute Client's acceptance of these T&Cs. These T&Cs shall prevail over any additional or contradictory provision of a purchase order or other document submitted by Client. No amendment or waiver to these terms and conditions shall be valid unless evidenced in writing by a duly authorized representative of Service Provider. The acceptance of a purchase order or other document by Service Provider, or Service Provider's omission to oppose to additional or contradictory provisions on any purchase order or other document emanating from Client, shall not be interpreted as an acceptance of such provisions or a waiver by Service Provider of these Terms and Conditions.

Clause 2 Service Provider Fees

Except if otherwise stated in the Proposal, payment terms for the Services shall be as follows:

- 2.1 Client shall pay Service Provider within 30 days from receipt of an invoice without any deduction, withholding, set-off or abatement whatsoever. All payments are to be made in Canadian currency. Any outstanding balance from and after such 30-day period shall bear interest at a rate of 1.5%, compounded monthly (19.56% per annum).
- 2.2 Client agrees to receive electronic invoices in lieu of paper invoices. Such invoices shall be sent to the email address indicated by Client on the execution page of the Proposal.
- 2.3 Fees and other charges payable by Client are determined in accordance with Service Provider's rates in effect at the time the Services are performed, as described in the Proposal. Reimbursable expenses include, but are not limited to, mileage, air fare, accommodation, vehicle rental, parking and meals.
- 2.4 Fees and other charges shall be net of GST, HST, QST, Value Added Tax, Provincial Sales Tax or any other similar taxes (the "Applicable Taxes"). Applicable Taxes, if any, shall be levied in addition to any fees or other charges payable by Client under the Proposal and will be shown separately on each invoice. The parties shall not be responsible for income taxes and or other taxes owed by the other party.
- 2.5 Service Provider shall be entitled to recover all costs, interest and legal expenses it incurs in recovering any outstanding balance owed by Client, including any reasonable legal fees and disbursements, as well as an additional amount equal to 20 % of such outstanding balance, as liquidated damages (and not as a penalty).
- 2.6 Any request from Client following the issuance of a report or other Deliverable (meeting, court testimony, request for information, etc.) shall be invoiced at the rates determined by Service Provider, acting in its sole discretion. Service Provider's travel and other expenses, if any, shall also be invoiced to Client.

Clause 3 Changes

- 3.1 Client acknowledges that (i) changes to the Services; (ii) unforeseen circumstances or conditions; (iii) situations beyond a party's reasonable control; and (iv) changes to applicable laws or standards, may increase the costs incurred by Service Provider to perform the Services (individually, a "Change").
- 3.2 Service Provider undertakes to notify Client of any additional costs resulting from a Change that are necessary to complete the Project. Any Change shall result in a reasonable adjustment to Service Provider's fees and to the schedule for the provision of the Services, where applicable.
- 3.3 Client acknowledges and agrees that any request made to change the name of the entity being invoiced (as indicated in the body of the Proposal) will result in it being charged a \$250 administration fee.

Clause 4 Service Provider Obligations

- 4.1 In performing the Services, Service Provider shall act in a professional manner, using the same degree of care and skill ordinarily exercised by members of the same professional and consistent with professional standards applicable to the same or similar Services, performed in conditions similar or the same to those of the Project site (the "Site").
- 4.2 Prior to performing any intrusive work (if applicable), Service Provider undertakes to apply for an underground structure locate report with the appropriate service provider. Service Provider shall not be liable for any loss or damage caused to the Site or to any underground structures not identified (or incorrectly identified) in the locate report and Client shall indemnify and hold Service Provider and its directors, officers, employees, agents, successors and assigns harmless from and against any and all costs arising out of, or resulting from the presence of such underground structures.
- 4.3 Service Provider shall make commercially reasonable efforts to minimize damages to the Site but does not guarantee that it will be returned to the same condition as it was prior to the work. All costs necessary to restore the Site to its original condition shall be borne by Client.
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- 4.5 Service Provider shall not provide maintenance or support, nor shall it issue maintenance recommendations, with respect to the Deliverables.
- 4.6 Service Provider shall keep all records relevant to the Project for a period of 10 years following the provision of the Services. Such records shall be made available to Client upon written request.

Clause 5 Client Obligations

- 5.1 Client agrees to promptly provide Service Provider with any information relevant to the provision of the Services, including such information as that which Service Provider could not reasonably obtain pursuant to section 4.2, as well as any information which could have an impact on the safety of Service Provider's personnel (the "Data"). Client hereby represents and warrants that the Data is accurate and understands that Service Provider will be relying on such data to perform the Services.

- 5.2 Client shall provide Service Provider with access to the Site and procure and maintain all permits and licenses necessary for the performance of the Services.
- 5.3 Client shall take all necessary measures to ensure the safety of Service Provider's employees and representatives on the Site. Where unpredictable conditions require Service Provider to take exceptional measures for the safety of its employees and representatives or for the public in general, Service Provider shall be entitled to act for and on behalf of Client with respect thereto and all costs resulting therefrom shall be borne by Client.
- 5.4 Client agrees to comment or accept within 10 days from their receipt any documents that Service Provider may submit for its review, failing which such documents shall be deemed accepted by Client.

Clause 6 Liability and Indemnification

- 6.1 Client acknowledges that the Services entail certain risks which may lead to disruptions including, without limitation, the temporary suspension of Client's business operations. Service Provider shall not be liable for any damages or costs arising out of, or relating to such temporary disruptions. Notwithstanding the foregoing, Service Provider shall remain liable for Client's material losses, where such losses result from Service Provider's gross negligence or willful misconduct.
- 6.2 Service Provider shall not be liable for any claims, damages or costs arising from the discovery of the presence, spill, release, escape or effects of radiation, radioactive or nuclear reactions, or the presence of radioactive, toxic or explosive substances, or hazardous substances or conditions, the presence of solid, liquid or gaseous pollutants or other contaminants of any kind on the Site. Client acknowledges that it shall remain fully liable and bear all costs related thereto.
- 6.3 In addition to the foregoing, Service Provider shall not be liable for (i) any defect or delay caused by Client or any third party (including, without limitation, delays in obtaining permits, licenses or authorizations); (ii) defects in any equipment supplied or designed by Client or a third party; (iii) any acts of Client, its employees and/or representatives, or that of others; (iv) any inaccuracy or error in the information or data provided or designed by Client or a third party; (v) damages to hardware (equipment, computers, software, etc.) provided by Client or a third party; (vi) underground structures identified or installed (or not) by Client or a third party; (vii) delays caused by any event beyond Service Provider's reasonable control; (viii) any Project decisions made by Client without Service Provider's prior consent; (ix) the distribution of documents or reports prepared by or on behalf of Service Provider for the exclusive use of Client (and Client undertakes to indemnify and hold Service Provider harmless from any liability with respect thereto); (x) an inaccurate estimate of costs and expenses, where such inaccuracy results from (a) the Project being constructed in more than one phase and/or more than one contractor; or (b) delays in transportation and/or financial difficulties of a major supplier or subcontractor retained by Service Provider; (xi) the choice of work methods, techniques, procedures, protocols and sequences, site supervision and safety and security precautions and programs; and (xii) the Project not achieving requirements of rating systems including, but not limited to, LEED®, Built Green™, or Green Globes®.
- 6.4 Service Provider's maximum liability under the Proposal and these T&Cs shall not exceed the total amount of fees paid by Client to Service Provider hereunder. For the purposes of this paragraph 6.4, "Service Provider" shall be deemed to include Service Provider and its representatives, consultants, subcontractors, directors, officers, employees and affiliates.
- 6.5 To the extent permitted by applicable law, Service Provider shall in no event be liable for any special, consequential, indirect, moral or punitive damages relating to the Proposal, these T&Cs or the Services rendered in connection therewith, despite the fact that Service Provider may have been informed of the possibility of such damages. This may include, but shall in no event be limited to, loss of use, income, or profits, increased construction costs, as well as any costs necessary for the reconstruction or repair.
- 6.6 Service Provider undertakes to indemnify and hold Service Provider harmless for any loss or damage arising out of Client's breach of these T&Cs, or from the acts, omissions or negligence of Client, its employees, representatives, contractors or consultants.

Clause 7 Insurance

- 7.1 Service Provider undertakes to procure and maintain adequate insurance coverage (civil and professional liability) appropriate for the Services throughout the term of the Proposal. If all or part of the Services are to be performed on Client or a third party's property, Client shall indemnify and hold Service Provider harmless against any claims relating to property damage, except where such damage results from Service Provider's gross negligence or willful misconduct. Client shall also cause Service Provider to be designated as an additional insured on its insurance policies and have its insurers waive their right of subrogation.
- 7.2 Service Provider represents that it is an employer in good standing regarding the requirements of the relevant health and safety regulations.

Clause 8 Suspension / Termination

- 8.1 Either party may terminate the Proposal for convenience by giving the other party at least 30 days' prior written notice. If the Proposal is terminated by Client, Service Provider shall be entitled to the payment of all the Services rendered up to the date of such termination, as well as any and all costs associated with this early termination of the Proposal, including, without limitation, reasonable demobilization costs and any third party penalties or charges.
- 8.2 If either party is in breach of any of its material obligations under the Proposal or these T&Cs, the other party may give notice in writing of the breach to the defaulting party and request the latter to remedy it. If the defaulting party fails to remedy the breach within 10 days (or any longer period mutually agreed upon by the parties, such period not to exceed 30 days) after the date of delivery of such written notice, the Proposal shall be terminated upon the expiry of the cure period. If the Proposal is terminated as a result of Client's breach of its obligations, Service Provider shall be entitled to the payment of any and all costs associated with this early termination of the Proposal, including, without limitation,

reasonable demobilization costs and any third party penalties or charges, in addition to the payment of all the Services rendered up to the date of such termination.

Without limiting any of its other rights or remedies, Service Provider shall be entitled to suspend the performance of the Services upon written notice to Client if the Client fails to make any payment due hereunder and has failed to cure such default within 10 days from its receipt of a non-payment notice. If the Services are suspended, Service Provider shall have the right to immediately assign its personnel to other projects without further notice to Client. The impact of any such suspension and remobilization shall be reflected in a Change in accordance with section 3.2 and shall be borne entirely by Client.

Clause 9 Intellectual Property Rights

9.1 Provided that it has paid any fees due to Service Provider hereunder, Client shall be entitled to a perpetual, non-exclusive and non-transferable (without sub-license rights) license in all plans, specifications, diagrams, reports and other documents (collectively referred to as the "Documentation") prepared by Service Provider for its use in the Project. For greater clarity, Service Provider is and shall remain the sole owner of the Documentation. Client may not modify, use, or otherwise permit the use of the Documentation for any other project, or for additional work related to the Project, without Service Provider's prior written consent. Any such request made by Client shall be subject to Service Provider being remunerated according to its rates in effect at the time of such request for consent.

Service Provider is hereby released from any liability if the Documentation is used for purposes other than the Project, or if the Documentation is modified, in any way, or cited out of its context, without Service Provider's prior written consent. Client undertakes to defend and hold Service Provider harmless against any claims, damages or costs (including extrajudicial fees) resulting from the unauthorized use of said Documentation.

9.2 Service Provider shall be the sole owner of any discovery, invention and/or design, whether or not patentable or subject to copyright, developed in the course or in connection with the Project (collectively, the "Intellectual Property Rights"). Client hereby waives and assigns in favor of Service Provider all of its rights, including moral rights, if any, to which it may be entitled in or on the proceeds of the Services and further agrees to sign, or cause to be signed, all the documents required to enable Service Provider to confirm its Intellectual Property Rights. Without limiting the generality of the foregoing, Client acknowledges and agrees that any tax credit or tax incentive available to it as a result of activities which constitute "scientific research and experimental development" shall be for the sole benefit and claimed exclusively by Service Provider.

Clause 10 Confidentiality

10.1 All drawings, specifications, technical data, Documentation, Data and other information (including personal information, if any) provided by Service Provider to Client in connection with the Project are confidential ("Confidential Information"), shall remain the property of Service Provider and may not be copied or otherwise reproduced or used in any way except in connection with the Project. Client shall comply with all applicable laws respecting the protection of personal information, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada). Notwithstanding the foregoing, the following information shall not be considered Confidential Information for the purpose of the Proposal and these T&Cs: (i) information known to the public other than through a breach of these T&Cs by Client; (ii) information developed by Client irrespective of its obligations hereunder; and (iii) information acquired by Client from a third party, except through the breach of a confidentiality or other similar agreement entered into between said third party and Service Provider.

Clause 11 Non-Solicitation

11.1 Throughout the term of the Proposal and for a period of twelve (12) months thereafter, Client undertakes not to solicit, incite, recruit or otherwise encourage an employee of Service Provider to terminate its employment with Service Provider, whether directly or indirectly, alone or through others and for its own benefit or that of another person or entity. Notwithstanding the foregoing, Client shall not be prohibited from recruiting an employee of Service Provider who submits an application in response to a job posting that is not specifically directed to Service Provider and its employees. Client acknowledges and agrees that its failure to comply with this covenant shall result in it having to pay Service Provider an amount equal to twelve (12) months of full-time billing of this person at the rates in effect at the time of such illegal solicitation. In addition to the above, Service Provider also reserves any other rights and remedies it may have under applicable law, including injunctive relief.

Clause 12 General Provisions

12.1 Service Provider reserves the right to subcontract all or any portion of the Services. Service Provider makes no representation or warranty, express or implied, with respect to the Services or the Deliverables other than as explicitly set forth herein.

12.2 Client shall not assign or transfer any of its interests or obligations under the Proposal or these T&Cs without Service Provider's prior written consent.

12.3 Service Provider and Client are independent contractors and nothing herein shall be construed as creating an employee or agency relationship, franchise, joint venture or partnership of any nature whatsoever between Service Provider and Client.

12.4 The Proposal and these T&Cs shall be governed and interpreted in accordance with laws applicable in the jurisdiction in which the Project is located.

Service Provider reserves the right to broadcast any promotional communications (press releases, traditional and web advertising, brochures, project sheets, social media, etc.) relating to the Services, unless Client has expressly stated its disagreement in writing