

April 5, 2024

File: P102491.013 – Rev1

12100 Creditview Developments Limited
c/o Fieldgate Commercial
5400 Yonge Street, 1st Floor
Toronto, Ontario
M2N 5R5

Attention: Stephanie Volpentesta

**Re: Revised Geotechnical and Hydrogeological Investigations
and Updated Phase One Environmental Site Assessment
Commercial Development, 12100 Creditview Road, Caledon, Ontario**

This revision to the original proposal is based on the following;

- 1) The Phase One, Two Environmental Site Assessments (ESA's) and Record of Site Condition (RSC) are to be completed for the entire property, which includes the residential and commercial properties, as shown in Figure 1. A new well will be installed at the former above ground tank location (Terraprobe well BH14, which could not be found) and two wells near the driving shed location where the drilling company is located;
- 2) Twenty four and six duplicate topsoil samples (for total of thirty topsoil samples) will be taken at tested for OC pesticides;
- 3) The hydrogeology investigation is limited to the commercial property and assumes that the borehole/monitoring well MW24-7 (by Crozier Consulting Engineers) will be supplied to GEMTEC for use in our report. If this information is not available, a new well will have to be constructed;
- 4) Infiltration locations for the water balance have been estimated and outlined on the Borehole Location Plan below. The infiltration testing will be completed using Guelph Permeameter;
- 5) Geotechnical report is limited to the commercial property and will include all of the previous information (carried out by Terraprobe) and any new information obtained from the well reinstatement program and the environmental works. No new geotechnical boreholes are planned for this program.

- 6) Decommissioning of all of the wells previously installed as part of the Terraprobe works, which are damaged, will be formally decommissioned. There are a total of ten damaged wells to be decommissioned.

INTRODUCTION

GEMTEC Consulting Engineers and Scientists Limited (GEMTEC) is pleased to submit this work program and associated costing, as requested by 12100 Creditview Developments Limited c/o Fieldgate Commercial (Fieldgate), to provide geotechnical and hydrogeological engineering services, an Updated Phase One Environmental Site Assessment (ESA) and a provisional Phase Two ESA, for the above noted project.

BACKGROUND AND PROJECT DESCRIPTION

We understand that Fieldgate is seeking geotechnical and hydrogeological engineering services and an updated Phase One ESA, to support development of a Commercial Development application for a private property located at 12100 Creditview Road in the Town of Caledon, Ontario, herein referred to as the 'site'. Based on our understanding of the proposed development, it is understood that the site is currently being used for agricultural purposes and there are existing buildings located within the central portion of the site.

Based on our correspondence and review of the provided Conceptual Site Plan, dated January 22, 2024, it is understood that the proposed Commercial development will consist of up to nine commercial building (identified as Buildings A, B1 to B5, C1 to C6), slab on grade construction (no basements) and associated parking and heavy duty drive lanes, along with underground site services.

It is noted that a previous Phase One ESA and a subsequent Phase Two ESA has been previously carried out at the site in 2022 (2022 Phase One ESA, and 2022 Phase Two ESA) by Terraprobe Inc. Since that time, the area of the proposed commercial property has increased to the west, and the 2022 Phase One and Two ESAs are stale dated and no longer applicable, as such an updated Phase One ESA is required. In addition and as a result of the previous Phase One ESA, a Phase Two ESA was carried out. Again, the previous Phase Two ESA does not capture the additional area of the proposed development, however the previous Phase Two ESA did not find any environmental exceedances to the MECP Table 2 site condition standard (SCS) for industrial / commercial / community land use (ICC). Finally, previously completed geotechnical and hydrogeological investigations were completed in 2022, but do not contain additional comments/recommendations for the increased size of the overall development.

It should be noted that GEMTEC will utilize some/all of the previously completed investigations to supplement this proposed scope of work and the associated costing.

SCOPE OF WORK

GEMTEC proposes to carry out the following tasks as part of this work:

- Updated Phase One ESA;
- Provisional Phase Two ESA;
- Geotechnical Investigation; and
- Hydrogeological Assessment and Water Balance; and
- Decommissioning of damaged existing wells.

The borehole drilling program will be used in support of the geotechnical investigation, hydrogeological assessment and the provisional Phase Two ESA. The above-listed tasks are described in detail below.

UPDATED PHASE ONE ENVIRONMENTAL SITE ASSESSMENT

The Phase One ESA Update proposed herein will be completed in general accordance with Ontario Regulation (O.Reg.) 153/04, as per the requirements of Site Plan Approval (SPA) and will include the additional area to the west. The purpose of the Phase One ESA update is to identify areas of potential environmental concern with respect to the property that may have resulted in impacts to soil and/or groundwater. For this proposal, we have assumed the Site limits are as shown on the Overall Site Plan (dated January 2024), as provided by Fieldgate.

The updated Phase One ESA will include the following:

Historical Records Review

The records review will include obtaining information regarding the Site from the following sources, where available:

- Review of the previously completed Phase One ESA;
- Topographic and geological maps;
- Historical aerial photographs from available on-line sources and the National Air Photo Library;
- Fire Insurance Plans;
- Regulatory agency records including the Ministry of the Environment, Conservation and Parks (MECP) and the Technical Standards and Safety Authority (TSSA);
- Environmental databases via an EcoLog Environmental Risk Information Services Ltd. (ERIS) search request;
- City directory listings and ownership history; and,
- Review of existing environmental reports for the Site (to be provided by the Client).

Select historical records will also be obtained and reviewed for properties within the Phase One ESA study area (i.e., properties located, either wholly or partly, within 250 metres from the nearest point on the Site).

A budget of \$1,000 has been allowed for the purchase of historical records and agency requests. Fieldgate will be advised if the cost of the required records exceed this amount, in which, the additional amount will be billed at cost.

Site Visit and Interview(s)

GEMTEC will conduct a Site visit to look for evidence of actual or potential environmental impact, and/or verify the findings from the review of historical information. As there are limited buildings on-Site, GEMTEC can carry out the Site visit unaccompanied and will conduct the interview via phone. Key areas and activities of interest during the Site visit typically include: general site operations, processes generating waste, material (including waste) storage, aboveground and underground storage tanks, impacts to soil and groundwater, fill importation or placement, dry cleaning operations, petroleum and chemical storage and use. Adjacent properties will be visually assessed for similar information from the Site and publicly accessible locations.

An interview will be conducted with the current owner and/or property manager to obtain an understanding of the current and historical activities conducted at the Site and to obtain additional details regarding any issues of potential environmental concern.

Reporting

The Phase One ESA report will be prepared in accordance with the requirements in Schedule D, O. Reg. 153/04, including the following:

- summary of the records review, Site reconnaissance and interview(s);
- summary of the identified potentially contaminating activities (PCAs) and the areas of potential environmental concern (APECs) at the property; and
- a Phase One ESA conceptual site model.

The Phase One ESA report will be provided to Fieldgate in draft and finalized upon receipt of comments. The draft and final reports will be provided electronically as a PDF. We have not included for liaising with the City/Town or addressing any comments they may have on the Phase One ESA. This can be provided on a time and materials basis, if needed, and is in addition to the proposed Phase One ESA budget.

PROVISIONAL PHASE TWO ENVIRONMENTAL SITE ASSESSMENT

Review of the 2022 Phase One ESA indicated a number of Areas of Potential Concern (APEC's), including pesticide use, historical oil spills and fuel storage, and as such, a Phase Two ESA was

completed. The results of the Phase Two ESA indicated that there were no soil or ground water samples with contaminants found at levels exceeding the Table 2 ICC SCS. It should be noted that no soil or groundwater sampling was carried out on the west side of the overall property, as the west portion was not included at the time of the 2022 report. Further, it should be noted that the applicable standard is Table 2 residential / parkland / community (RPI) SCS, as the north portion of the Site is intended for residential development.

At this time, we have included preliminary costing for a provisional Phase Two ESA based on soil sampling and well installation being completed in conjunction with the proposed geotechnical investigation. It is understood that the borehole plan for the geotechnical investigation does not include boreholes for the additional Phase Two ESA, however for this proposal it is assumed that the drill rig will be utilized for additional test locations with out the need for additional mobilization, nor the need for additional field coordination, locates, etc. For costing purposes, we have assumed the Site can be accessed by GEMTEC and that a road occupancy permit, traffic protection and/or tree clearing are not required. For preliminary budgeting purposes, we have assumed the following scope of work:

- Prepare a Site-specific sampling and analysis plan (SAP) as per O. Reg. 153/04;
- Advance ten boreholes to 6.0 m depth, completed as groundwater monitoring wells. We have assumed bedrock drilling will not be required;
- Collect soil samples at regular depth intervals during the drilling program and retain for visual characterization, headspace screening of organic and combustible vapours and possible submission for laboratory analysis;
- Develop the monitoring wells and then carry out one groundwater monitoring event which will include the measurement of water levels followed by groundwater purging and sample collection. The monitoring event will be completed approximately one week following well development to allow time for water levels to stabilize. The wells will be sampled using low flow methods;
- Select soil samples from the boreholes and groundwater samples from the monitoring wells, will be submitted for laboratory chemical analysis based on a 5-to-7 day turn-around-time. The number of samples to be submitted is summarized below. Based on observations and field screening completed during the investigation, additional soil samples may be recommended for laboratory analysis. The list of parameters may require modification based on the findings of the Phase One ESA. GEMTEC will contact the Client to discuss if the testing of additional samples is recommended;
 - Soil: twenty-four topsoil samples and three duplicate topsoil samples will be submitted for analysis of Organochlorine Pesticides, ten soil samples (one from each borehole) and one duplicate for analysis of metals and inorganics (M&I), petroleum hydrocarbon (PHC) fractions F1 to F4, and benzene, toluene, ethylbenzene, and xylene (BTEX); and

- Groundwater: seven groundwater samples for analysis of VOC's, PHC and BTEX and metals and inorganics. One duplicate groundwater sample will be submitted for analysis of all listed parameters, and one field blank and one trip blank will be submitted for analysis of BTEX;
- A survey of borehole and well locations will be completed using GPS methods. A level survey will be completed to determine the ground surface elevation for each well location using significant Site features (e.g., fire hydrant) as a permanent and recoverable benchmark assigned with a relative elevation;
- Soil cuttings and purged groundwater will be temporarily contained in drums and removed from the Site only if the soil and groundwater is contaminated; if not, the cutting and groundwater will be spread on site. We have estimated about 10 drums will be required for the project.
- Prepare a Phase Two ESA report. The Phase Two ESA report will be prepared in accordance with the general requirements in Schedule E, O. Reg. 153/04 including the following:
 - description of the work completed including objectives, summary of identified potentially contaminating activities (PCAs) and areas of potential environmental concern (APECs) from the Phase One ESA, and the investigation methods;
 - a conceptual site model describing the geologic and hydrogeologic conditions at the property, along with the lateral and vertical contaminant distribution, presented in appropriate graphic, tabular, and narrative formats;
 - summary of all analytical results including a comparison to the applicable site condition standards presented in MECP's *"Soil, Ground Water and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act"*, dated April 15, 2011;
 - descriptions of applicable contaminant migration pathways, human and ecological receptors, exposure points and exposure routes;
 - an assessment of the effectiveness of the quality assurance and quality control measures implemented during the investigation;
 - plan view figures showing the site layout, APEC locations, test locations, water level elevations, contours and inferred flow direction, and location of identified exceedances (if any), plus cross section figures showing the geologic profile; and,
 - appendices including the sampling and analysis plan, borehole logs, and laboratory certificates of analysis.

The Phase Two ESA report will be provided to Fieldgate in draft and finalized upon receipt of comments. The draft and final reports will be provided electronically as a PDF. We have not included for liaising with the City or addressing any comments they may have on the Phase Two ESA. This can be provided on a time and materials basis, if needed, and is in addition to the proposed budget.

For costing purposes, we are proposing to limit the preparation of figures to those noted above. Should impacts be identified and to comply with the requirements of O.Reg. 153/04, additional plan and section view figures are required showing the vertical and lateral extent of impacts by analytical parameter group, remedial details, etc. The need for additional site investigation activities and more detailed figures will be discussed with Fieldgate.

GEOTECHNICAL INVESTIGATION

As noted above, the site is currently undeveloped, with a existing residential structure, shed and barn located at the north end of the site. A total of ten new boreholes with ground monitoring wells to depths of approximately 6 m below the ground surface or practical auger refusal, whichever comes first will be advanced at the site at the approximate locations noted in the proposed borehole location plan below.

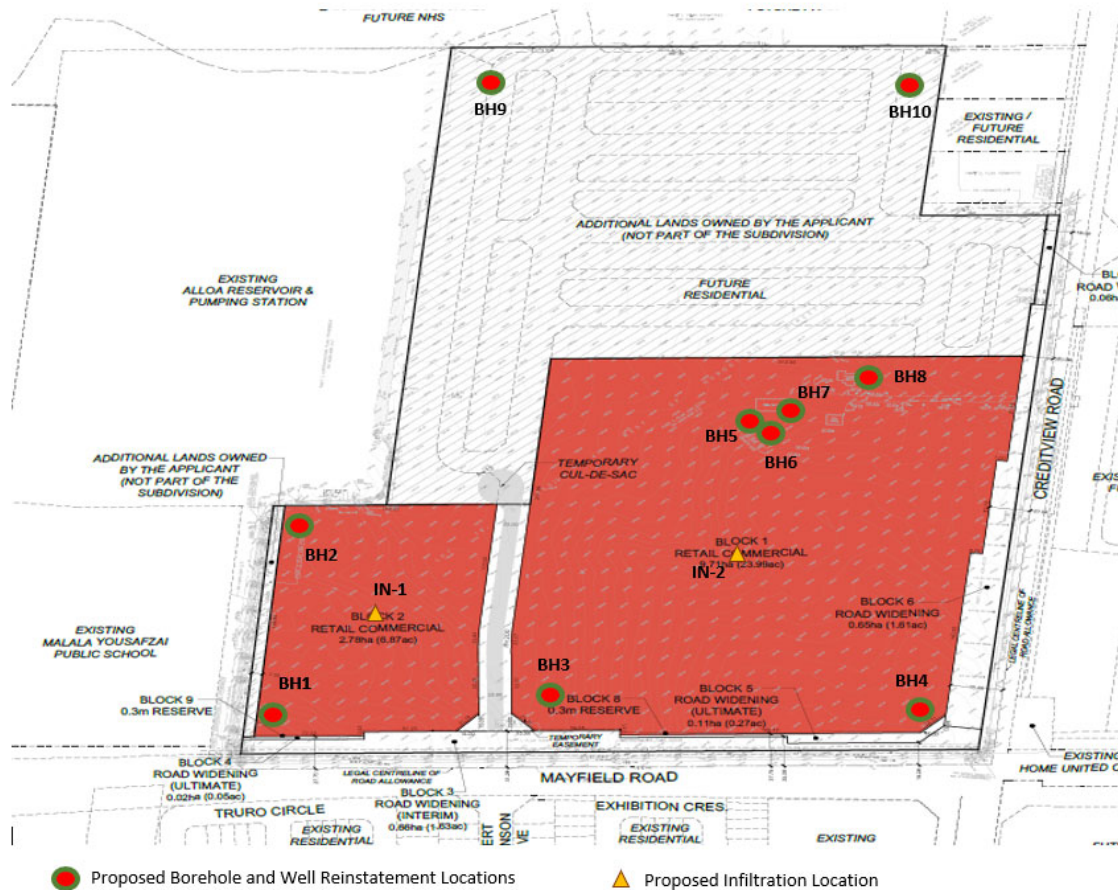


Figure 1 - Proposed Borehole Location Plan

The boreholes will be advanced using a track mounted drill rig supplied and operated by a drilling subcontractor retained by GEMTEC.

GEMTEC will complete public locates through Ontario One Call. We note Ontario One Call will not locate all services located outside of municipal roadway rights-of-way. In this regard, we have assumed that GEMTEC can be provided with drawings of the location of all on-site services or written confirmation that the boreholes will not encounter buried services. We note that as all boreholes are located on private property, GEMTEC will not accept responsibility for any costs associated with the repair of services that have not been identified by the Client and which may be damaged as part of the investigation program or associated facility 'down-time' costs.

A total of ten groundwater monitoring wells will be installed in the boreholes for subsequent measurement of the groundwater level, groundwater sampling, and hydraulic conductivity testing, where required. Monitoring wells will consist of 50 mm PVC standpipes with slotted screens, which will be backfilled with sand and bentonite, and utilized to further monitor groundwater levels. The monitoring wells will be protected using an above ground steel casing. One round of water level readings from the installed monitoring wells will be obtained at least 7 days after installation.

The shallow groundwater conditions will also be noted in the open boreholes during drilling and all the boreholes will be backfilled and sealed upon completion in accordance with the requirements of the Revised Regulations of Ontario (R.R.O.) 1990, Regulation 903 (as amended) of the Ontario Water Resources Act.

Standard penetration testing (SPT) will be carried out in the boreholes and samples of the soils encountered will be recovered using drive open sampling equipment. SPT sampling operations will be carried out at depth intervals of approximately 0.76 m to 3.0 m and at 1.5 m interval thereafter. Boreholes will be terminated if auger refusal is reached prior to targeted depth. Any excess soil cuttings will be left on site.

It is assumed that the location of the boreholes will be surveyed by the project surveyor. Alternatively, approximate coordinates can be obtained during the fieldwork using a handheld GPS device. The approximate ground surface elevations could be extrapolated from a topographical survey drawing, if available.

The fieldwork will be supervised throughout by a member of our engineering staff who will coordinate the necessary clearances of any underground utilities, direct the field investigation, and log the samples and boreholes. Following completion of the fieldwork, the recovered soil samples will be returned to our laboratory for detailed examination by a geotechnical engineer, and selected samples will be tested for water content, grain size distribution and plasticity index, where applicable. Soil samples will be retained for three months after which samples will be disposed.

The results of the preliminary geotechnical investigation will be provided in a report which will describe the results of the investigation and will provide our comments on the geotechnical design

aspects of the project (excavation and backfill for underground infrastructures, shallow foundation design, suitability of existing soil for reuse and groundwater control.

HYDROGEOLOGICAL INVESTIGATION AND WATER BALANCE

The purpose of the hydrogeological investigation is to provide an update of the most recent hydrogeological assessment including the additional area of the proposed development. The assessment will evaluate the hydrogeological conditions encountered on site, including overburden characterization, groundwater levels, hydraulic conductivity, groundwater quality, and site-specific infiltration data. The hydrogeological investigation will be completed in conjunction with the geotechnical investigation. The proposed hydrogeological investigation includes:

- The hydrogeological investigation will include a desktop review of published and available information sources, including topographic, geologic, natural heritage / surface water resource and source water protection mapping, watershed plans, and provided existing subsurface investigation reports for the Site. A desktop review of MECP Water Well Records (WWR) within 500 m of the project limits will be included.
- Manual measurement of groundwater levels in all monitoring wells (six events, every two weeks over 3 months);
- Performing single well response tests on two newly installed monitoring wells to estimate the saturated hydraulic conductivity of the soil materials adjacent to the screened intervals;
- Collecting one groundwater sample for parameters included in the Regional Municipality of Peel's Wastewater By-law (53-2010). The samples will be analyzed by a CALA accredited laboratory and the results will be compared to the applicable sewer use bylaws and Provincial Water Quality Objectives (PWQO);
- Infiltration rate testing of major soil types with the use of the Guelph Permeameter apparatus. An allowance for two tests has been included. The tests will be carried out in shallow hand-dug holes below the topsoil horizon and in proximity to borehole locations. It is assumed that the work will be carried out at a time when ground frost is not present and air temperatures are at least several degrees above freezing to allow proper operation of the equipment;
- Obtain climate and water surplus data from Environment and Climate Change Canada for a local meteorological station with an adequate period of record;
- Based on concept or design drawings as provided to GEMTEC and the climatic data, prepare a water budget after the method of Thornthwaite and Mather for pre-development and post-development conditions. Assess the feasibility to implement LID features across the site to mitigate against any post-development reductions in infiltration rates and prepare a mitigated post-development water budget; and,
- Based on a review of available design drawings and proposed construction methods as provided to GEMTEC, carry out a preliminary estimate of temporary and long-term dewatering rates and permitting requirements.

The methods and findings of a hydrogeological investigation will be provided in a hydrogeological report. The report will describe the results of the geologic mapping and MECP well record review, water level monitoring, hydraulic conductivity testing, and groundwater quality. The report will provide an updated water budget and assessment of the feasibility to implement LID features, and provide comments on the need for temporary construction dewatering and long-term groundwater control and permitting.

SCHEDULE

As noted above, the geotechnical field work will be coordinated by GEMTEC including locates, drilling subcontractor, permits and other site related activities. GEMTEC will collect soil samples for laboratory testing and log boreholes to support the geotechnical analysis and reporting. As such, the schedule will be dependent on any permit approval, locates, and time spent on site including any delays.

Prior to the drilling work, the utilities will have to be located, which usually takes about 2 to 3 weeks to complete. The fieldwork for the geotechnical/hydrogeological and environmental investigations is anticipated to take about 4 days. The fieldwork for the hydrogeological investigation will be carried out one week after the monitoring wells have been installed. Laboratory testing is anticipated to take about 1 to 2 weeks after completion of drilling if there are no delays and the fieldwork is completed under a single drilling program.

The geotechnical and hydrogeological report will be available approximately 6 to 8 weeks after the drilling program has been completed, to allow time for completion of soil quality testing by the laboratory. It is assumed that one round of consolidated comments will be provided to the draft report, and once responded to, the final report will be provided.

It should be noted that the schedule provided above does not include any contingency for potential disruptions, associated accessibility or delays which may be associated with COVID-19 disruptions. If a delay to the schedule will result due to factors outside of GEMTEC's control (i.e., such as COVID measures in place causing a delay in obtaining records, or subcontractor and employee availability due to illness), the client will be notified immediately and modifications to the program/reporting and/or options will be discussed.

LEVEL OF EFFORT

The following table provides a breakdown of the costs associated with each component of our service, as described above:

Task	Subtotal
Updated Phase One ESA	\$4,500
Phase Two ESA (Estimate)	\$28,000 ¹
Geotechnical Investigation and Reporting (including drill rig)	\$36,000 ¹
Hydrogeological, Infiltration and Water Balance Investigation and Reporting	\$27,500 ¹
Decommissioning of existing damaged wells (10 wells in total)	\$6,000
Total (excluding HST)	\$102,000

Notes:

1. The costs for meetings and/or consultation following the submission of our report have not been included. If required, these services will be billed at our typical hourly rates. Additional services will not be initiated without prior approval from the client.

PROJECT ASSUMPTIONS

For the purposes of this proposal, we have assumed the following:

- The drilling fieldwork will not have restricted working hours (i.e., work hours Monday to Friday from 8:00 AM to 5:00 PM will be permissible). The boreholes will be accessible using a conventional drill rig);
- The fieldwork will be carried out under a single mobilization;
- Tree and snow clearing will be the responsibility of the Client;
- Daylighting will not be required. However, if it is deemed necessary to identify utilities within the borehole locations, additional cost will be incurred and will be discussed prior to being undertaken;
- Artesian conditions are not anticipated during the fieldwork. If encountered, additional cost may be required and will be discussed prior to being undertaken;
- Notice to the owners/occupants of the property and other relevant parties will be provided by others in advance of the fieldwork so that the borehole locations are accessible and clear prior to arrival on site for the fieldwork;
- Bedrock coring, if encountered, is not part of the scope of work;
- A georeferenced CAD plan will be provided to GEMTEC to use in our geotechnical report for a site plan; and

- The costs for meetings and/or consultation following the submission of our reports have not been included. If required, these services will be billed on a time and materials basis. Additional services will not be initiated without prior approval from the client.

CLOSURE

We trust that this proposal is sufficient for your current needs. If this proposal is acceptable, please fill in and sign the attached GEMTEC Services Authorization form as our formal authorization to proceed. If you have any questions or require additional information, please contact the undersigned.

Regards,

GEMTEC Consulting Engineers and Scientists Limited



Jacqueline Brook, P.Geo.
Senior Hydrogeologist



Jeff Tolton, C.E.T.
Senior Project Manager

JB/JT/sv

Attachments: Professional Services Agreement Terms and Conditions
Professional Services Agreement Authorization Form

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AGREEMENT: Upon written approval by an authorized signatory for the CLIENT, the following TERMS AND CONDITIONS together with the AUTHORIZATION FORM, PROPOSAL for services and/or SCOPE OF WORK statement, including any referenced documents comprise the AGREEMENT between the CLIENT and GEMTEC CONSULTING ENGINEERS AND SCIENTISTS LIMITED (GEMTEC).

SCOPE OF SERVICES: GEMTEC shall complete the services described in the Proposal and/or SCOPE OF WORK statement (hereinafter called the "SERVICES") to the CLIENT.

CHANGES, ALTERATIONS AND ADDITIONAL SERVICES: The CLIENT may, in writing at any time after the execution of the agreement or the commencement of services, extend, increase, vary, delete or otherwise alter the services forming the subject of this agreement. Where such action by the CLIENT requires GEMTEC to update the SCOPE OF WORK and associated costs, GEMTEC will issue this update in writing to the CLIENT for approval.

No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and GEMTEC. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT.

CONFIDENTIAL INFORMATION: Confidential information shall include, but may not be limited to, information concerning the CLIENT or GEMTEC in relation to their respective businesses, affairs, financial conditions, assets, liabilities, operations, prospects or activities, and specifically includes without limitation: financial information, budgets, agreements, proposals, reports, data, analyses, calculations, drawings and maps, legal opinions, and business partners and contractual parties. Confidential information acquired in the course of this project shall not be used or divulged by either party, or their employees, consultants, subconsultants or agents, without the prior written approval of the other party, or as may be required by regulatory authorities having jurisdiction. This requirement shall not prohibit either party from acting to correct or report a situation that may be reasonably believed to endanger the safety or welfare of the public, provided that party notifies the other party of the intent to provide such notice as soon as reasonably possible. In the event that either party becomes legally compelled to disclose confidential information, that party shall forthwith notify the other party of this requirement. Such disclosure shall not result in any liability hereunder.

CONSULTANTS/SUBCONSULTANTS: Before commencing professional services, GEMTEC shall disclose to the CLIENT all existing affiliations with consultants or subconsultants who may participate in the execution of the project. Consultants or subconsultants used by GEMTEC in the execution of the project, and who are accepted by the CLIENT, shall not be changed by the GEMTEC without the Client's prior approval.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

COMPENSATION FOR SERVICES: Payment is due to GEMTEC upon receipt of invoice. Failure to make payment when due is a material breach of this AGREEMENT and will entitle GEMTEC, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will be charged on accounts overdue by 30 days at the lesser of 1.0 percent per month (12 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.



TERMINATION AND SUSPENSION: Either party may suspend or terminate the AGREEMENT without cause upon fifteen (15) days notice in writing. Upon receipt or issue of such written notice, GEMTEC shall perform no further services other than those reasonably necessary to close out GEMTEC's services. If either party to this agreement is in default in the performance of any of the party's obligations set forth in this agreement, the other party may require that such default be corrected by written notice. If within 15 days of receipt of such notice such default is not corrected, the other party may immediately terminate this agreement, without limiting any other right or remedy he or she may have. If the client significantly changes the requirement for the engineer's services, and subsequent negotiations fail to resolve the matter, the engineer may terminate this agreement by notice in writing to the client. Non-payment by the CLIENT of GEMTEC's invoices within 30 days of GEMTEC rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of GEMTEC are terminated. On termination by either party, the CLIENT shall forthwith pay GEMTEC all fees and charges for the SERVICES provided to the effective date of termination.

PROFESSIONAL RESPONSIBILITY: In performance of the SERVICES, GEMTEC will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES are performed.

RELIANCE: The CLIENT shall be obligated to furnish to GEMTEC all existing studies, reports and other available data, and work done by the CLIENT or by other contractors retained by the CLIENT pertinent to the SERVICES, or reports done by others upon which the CLIENT is entitled to rely. GEMTEC shall be entitled to rely upon all such information and work in performing the SERVICES. Only the CLIENT shall be entitled to rely on the DOCUMENTS submitted by GEMTEC in the performance of the SERVICES. The DOCUMENTS relate solely to the SERVICES for which GEMTEC has been retained and shall not be used or relied upon by the CLIENT or any third party for any variation or extension of the SERVICES, any other project or any other purpose.

RIGHTS AND REMEDIES: Except as expressly provided in the AGREEMENT documents, the duties and obligations imposed by this AGREEMENT and the rights and remedies available thereunder will be in addition to and not a limitation to any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by GEMTEC or the CLIENT will constitute a waiver of a right or duty afforded under this AGREEMENT, except as may be specified in writing.

INSURANCE AND LIABILITY: The client agrees that any and all claims that the client has or hereafter may have against the engineer in any way arising out of or related to the engineer's duties and responsibilities pursuant to this agreement shall be limited to the amount of \$250,000. For the purposes of this provision, "claim" or "claims" means a claim or claims in contract or tort and the "engineer" includes the engineer's officers, directors, employees, representatives and consultants. For work executed under this agreement, GEMTEC will carry \$2,000,000 per occurrence and in aggregate for Comprehensive General Liability, \$2,000,000 per occurrence and in aggregate for Automobile Insurance, and \$2,000,000 per claim and in aggregate for Professional Liability Insurance. It is understood and agreed that GEMTEC shall not change or cancel the insurance coverage provided for this project until 60 days after written notice of such change or cancellation is issued to the client. If the CLIENT requests additional insurance coverage specific to the Project, GEMTEC will reasonably provide such additional insurance at the CLIENT's expense. GEMTEC's liability for claims which the CLIENT has or may have against GEMTEC under this AGREEMENT are limited to claims brought within the limitation period prescribed by law in the jurisdiction in which the Project is located, or within 2 years of completion or termination of the Services, whichever occurs first. The Client will limit any claim they may have to GEMTEC, without liability on the part of any officer, director, member, employee, or agent of GEMTEC. The liability of each party with respect to a claim against each other is limited to direct damages only and neither party will have any liability whatsoever for consequential or indirect loss or damage (e.g. claims for loss of profit or revenue) incurred by the other party. Subject to the limitations of liability set out in this AGREEMENT, each party will indemnify the other party, to the extent of the fault or negligence of the indemnifying party, for damages and costs (including reasonable legal fees) resulting from: (a) claims of third parties; or (b) a breach of contractual obligations

**TERMS AND CONDITIONS**

under this AGREEMENT by the indemnifying party or anyone for whom that party is responsible; or (c) negligent or faulty acts or omissions of the indemnifying party or anyone for whom that party is responsible.

DOCUMENTS: GEMTEC retains the property and copyright to all documents (e.g. drawings, reports, specifications, calculations) prepared by or on behalf of GEMTEC in connection with the PROJECT, whether the Project is executed or not. The CLIENT shall not use the documents other than for the purpose for which they were prepared without GEMTEC's prior written approval and upon such terms as may be agreed between the CLIENT and GEMTEC.

ENVIRONMENTAL AND FIELD SERVICES: Except as specifically described in the Scope of Services, GEMTEC's subsurface field investigations, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or groundwater. It is understood by both parties that existing or constructed buildings may contain hazardous substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, GEMTEC knowingly encounters any such substances, GEMTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the hazardous substance(s). Except as specifically described in the Scope of Services, GEMTEC shall not be responsible for the actions or omissions, techniques, procedures, or health and safety related policies or practices of other consultants, contractors, or employees or other agents of the CLIENT working on the Project.

LAW GOVERNING THE AGREEMENT: The AGREEMENT shall be governed by the laws of the jurisdiction in which the majority of the SERVICES are performed.

DISPUTE RESOLUTION: The parties will make reasonable efforts to resolve disputes arising under this AGREEMENT by amicable negotiations. If a dispute has not been resolved by negotiation, either party may notify the other party in writing that it wishes to enter into structured non-binding negotiations with the assistance of a mediator. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days, or longer if agreed by both parties, with the mediator, if mutually agreed, the dispute shall be referred to arbitration. Any endeavour to resolve disputes arising out of this AGREEMENT by negotiation, mediation or other means of dispute resolution, including arbitration, will be conducted on a confidential basis.

SUCCESSORS AND ASSIGNMENT: Neither party may assign the rights nor delegate any obligations under this AGREEMENT without the prior written consent of the other.

SEVERABILITY: Neither party's failure to exercise any of its rights under this AGREEMENT shall constitute or be deemed a waiver or forfeiture of those rights. If any term or provision of this AGREEMENT is held to be illegal or unenforceable, the validity or enforceability of the remainder of this AGREEMENT shall not be affected.

PROJECT INFORMATION

Project Name: Commercial Development - 12100 Creditview Road, Caledon

GEMTEC Number: P102491.013

Description of Services: Geotechnical and Hydrogeological Investigations, Updated Phase One ESA and Provisional Phase Two ESA

Estimated Cost: \$102,000.00 (excluding HST)

SCOPE AND COST OF SERVICES

The Client agrees to the Scope of Services and associated cost estimate as presented in the attached Proposal.

TERMS AND CONDITIONS

By signing this AUTHORIZATION FORM, the CLIENT agrees to the attached TERMS AND CONDITIONS which form part of this AGREEMENT.

PAYMENT FOR SERVICES RENDERED

The Client will be invoiced on a monthly basis unless otherwise noted in the Proposal. Cheque, money order, Visa and Master Card are accepted methods of payment.

By signing this form, we authorize GEMTEC Consulting Engineers and Scientists Limited (GEMTEC) to proceed with the proposed scope of professional services.

**12100 CREDITVIEW DEVELOPMENTS
LIMITED c/o FIELDGATE COMMERCIAL**

GEMTEC

Signature: Stephanie Volpentesta

Signature: 

Name: _____

Name: Jeff Tolton

Date: _____

Date: April 5, 2024

ADDRESS INVOICES TO (if different than above):

Company Name: _____

Address: _____

PLEASE RETURN THIS FORM TO:

GEMTEC Representative: Jeff Tolton, C.E.T., Senior Project Manager

Email Address: jeffrey.tolton@gemtec.ca Phone Number: 416-951-6229