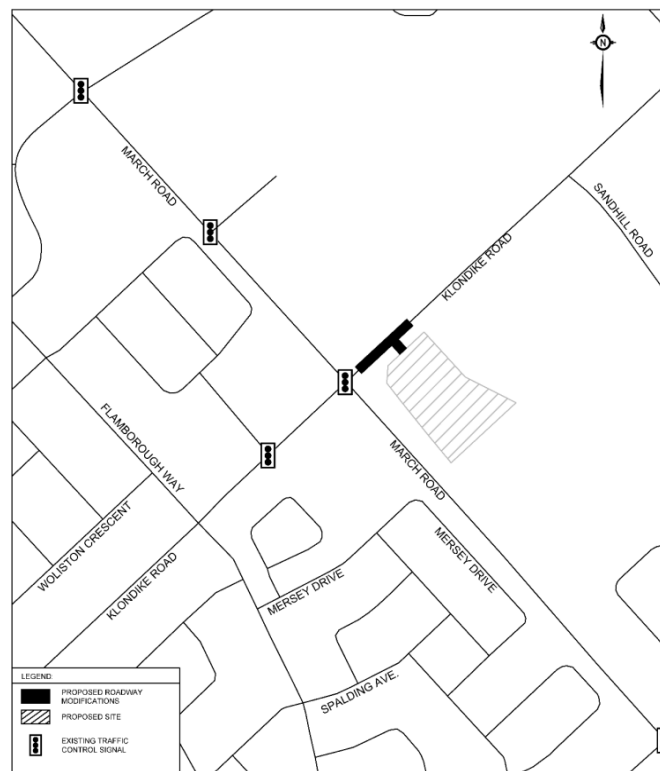


February 8, 2024

11117688 Canada Inc.
3030 boul. Le Carrefour, suite 1200
Laval, QC H7T 2P5FILE NO: 910537-20002
BY EMAIL: m.elkoury@sina.ca
BY PHONE: 514-929-2411**Subject: Proposal for 788 March Road Detailed Design - Klondike Road Modifications**

Dear Mohamed:

Parsons is pleased to provide you with this proposal to undertake the detailed design services for the road modifications to Klondike Road between March Road and site access shown on the key map below.



Based on subsequent discussions with City staff, we understand the following:

- The purpose of the proposed modifications is to accommodate a proposed residential development.
- The proposed road works consist of a driveway access, one bus stop relocation, and the urbanization of the site front along Klondike Road.
- No traffic signal changes are anticipated at the March/Klondike intersection.
- Final RMA approval has been received from the City of Ottawa Transportation Project Manager.

A list of potential transportation-related issues that may be required in the future have been compiled to help understand the transportation work required. This list is intended to highlight potential risks and additional tasks that may need to be completed.

- No changes to the March/Klondike traffic signal are anticipated. Should the detailed design evolve into including changes to this intersection, a scope change will be submitted by Parsons for additional funding. Furthermore, The City's Traffic Signal group has not been engaged to prepare a design for any potential changes required at the existing March/Klondike traffic signal. In this case, additional design and construction fees to the City will be required.
- The City's Streetlighting group has not been engaged to prepare a streetlighting design. Additional design and construction fees to the City may be required if current lighting levels are deemed insufficient.
- Possible realignment of a portion of the concrete sidewalk/ may be required subject to approval by Hydro Ottawa. If approved, the change will need to be addressed as part of this detailed design process. Additional design and construction fees to Hydro Ottawa may be required.
- Proposed work plan is based on RMA figures prepared and submitted in Winter 2019. Any changes to the RMA may result in changes to this proposal.
- Additional design requirements regarding cycling facilities may come up as part of the detailed design approval process.

Information required to be provided by the client to initiate this task are as follows:

- CAD Drawings of latest Site Plan and grading plans
- Survey (CAD); key features such as iron works, catch basins, road crown, curb, etc.
- UCC Central Registry Plans

Project Start-up and Management

\$3,240

- An ongoing project activity includes directing Parsons team members, setting priorities, providing status updates, invoicing, and monitoring of the budget and schedule.
- Regular updates will be provided to keep the client informed, to address outstanding issues, make design decisions, discuss project strategy, and monitor the scope of work.

Revised Functional Design and Preliminary Design

\$6,160

- RMA Functional Design will be updated to include revised Bus Stop configuration based on current OC Transpo Guidelines.
- A Preliminary Design will be completed based on the approved RMA plans and revised Bus Stop configuration.
- The package will be submitted for an Initial City Circulation involving key stakeholders at the City.
- Any comments that come out of the circulation will be addressed.

Detailed Design

\$4,560

- The detailed design package will be prepared for Municipal Consent submission.
- Based on City comments, the detailed design package will be updated.
- Quantities and specifications will be prepared with a revised cost estimate and item list, suitable for tendering.

Schedule

It is expected that this project will commence in February 2024. The following is a summary of the key milestones:

- Preliminary Design Complete: May 2024
- Detailed Design Complete: August 2024
- Anticipated Construction Start: Summer 2025

Please note that as of January 1, 2024, Municipal Consent permits are valid for 1 year.

Inclusions/Exclusions:

- One (1) design initiation meeting has been included within the design scope of work.
- Work plan based on approved road cross-sections, design standards, and City requirements prior to initiation of design activities.
- Landscape and urban design (other than top soil and sod) is excluded from our scope of work.
- Contract preparation and tendering is excluded from our scope of work. Note that our proposed services do not include any Construction Project Management (PM) or Contract Administration (CA) services at this time. Such services often include (but are not limited to): Review of bids/pricing, PPC review, utility coordination, contractor and sub-contractor management, construction meetings, as-built preparation, construction schedule, review of construction meeting minutes and any other tasks that are normally fall under CA duties. We are available to provide a scope change proposal to provide these services if requested.
- As-built preparation is excluded from our scope of work.
- Scope of work and cost estimates assume that there are no significant issues or related costs due to drainage and/or utility relocations.
- The street lighting and traffic signals designs will be done by the City of Ottawa (at the Developer's cost) and incorporated into the contract package by Parsons.
- Any required agency application fees are excluded.
- Topographic survey and geotechnical requirements will be retained by and paid for directly by the Client.

The total cost estimate to complete this work, as outlined above, is \$13,960, including expenses, excluding HST. The following design activities will be subject to SINA's timelines, approval authority timelines, and availability/finalization of supporting plans and reports. However, through our project management, we will maintain contact with the project team and ensure our work supports the overall schedule.

Mohamed, please call if you have any questions about our proposal. If our proposal is acceptable to you, please complete and sign the Client Acknowledgement Form and return to my attention. We will commence our work upon receipt of the Client Acknowledgement Form or Purchase Order authorizing Parson to proceed with the study.

Sincerely,



Ronald A. Clarke
Vice President, Ottawa



Arman Matti, P.Eng.
Senior Transportation Engineer

PARSONS INC.

Engineering Consulting Services Agreement (“Agreement”)

CONSULTANT: PARSONS INC. (“Parsons”)

CLIENT: 11117688 Canada Inc.

Effective Date:	Completion Date:	Parsons’ Contact:	Client's Contact:
February 8, 2024	September 30, 2025	Arman Matti Arman.Matti@parsons.com	Mohamed El-Koury 514.929.2411 m.elkoury@sina.ca

Compensation

- | | |
|---|---|
| <input type="checkbox"/> Rate Schedule (Attachment A) | <input type="checkbox"/> Other (as indicated below) |
| <input type="checkbox"/> Payment not-to-exceed. _____ | <input checked="" type="checkbox"/> Lump sum \$13,960 excluding HST _____ |
| | <input type="checkbox"/> Invoice monthly (instructions below) |

Item	Description of services/special provision (“WORK”)
	<p>Parsons shall perform the following services in accordance with the Standard Terms and Conditions attached hereto and made part of this Agreement:</p> <p>Detailed design services, as described in Parsons proposal subject heading “Proposal for 788 March Road Detailed Design - Klondike Road Modifications”, dated February 8, 2024 (the “Proposal”). The Proposal is incorporated into and forms part of this Agreement, even if said document is not physically attached hereto. The Client acknowledges receipt of the Proposal.</p>

Parsons Inc.:	Client: 11117688 Canada Inc.
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Date: _____	Date: _____

PARSONS INC. ("CONSULTANT")
ENGINEERING STANDARD TERMS AND CONDITIONS

- 1. INTERPRETATION** This AGREEMENT, consisting of these standard terms and conditions and the terms/instructions typed on the face of this AGREEMENT together with the Exhibits attached hereto, and all documents, drawings, specifications and instruments specifically referred to herein and made a part hereof shall constitute the entire AGREEMENT between the parties, and no other proposals, conversations, bids, memoranda, or other matter shall vary, alter, or interpret the terms hereof. The captions on this AGREEMENT are for the convenience of the parties in identification of the several provisions and shall not constitute a part of this AGREEMENT nor be considered interpretative thereof. Failure of either party to exercise any option, right or privilege under this AGREEMENT or to demand compliance as to any obligation or covenant of the other party shall not constitute a waiver of any such right, privilege or option, or of the performance thereof, unless waiver is expressly required in such event or is evidenced by a properly executed instrument.
- 2. SEVERABILITY** It is understood and agreed by the parties hereto that if any part, term, or provision with this AGREEMENT is held illegal or in conflict with any law of the Province where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the AGREEMENT did not contain the particular part, term, or provisions held to be invalid, unless the effect thereof would materially change the economic burden of or benefit to either party.
- 3. GOVERNING LAW AND DISPUTE RESOLUTION** This AGREEMENT and the Attachments hereto shall be governed by and construed in accordance with the laws of the Province in which the WORK is performed. The parties agree that all actions and proceedings brought against one another shall be litigated in the Province in which the WORK is performed, notwithstanding any Choice of Law provisions of said Province. CONSULTANT shall be entitled to an equitable adjustment in compensation and schedule for the effects of any new law, rule, regulation, executive order, standard, import duty or tariff (collectively, "Law"), any change in Law, and for any change in the interpretation of any Law, which comes into effect after the date of execution of this AGREEMENT.
- 4. INDEPENDENT CONTRACTOR** In the performance of the services under this AGREEMENT, CONSULTANT shall be an independent contractor, maintaining complete control of CONSULTANT's personnel and operations. As such, CONSULTANT shall pay all salaries, wages, expenses, social security taxes, federal and Province unemployment taxes and any similar taxes relating to the performance of this AGREEMENT. CONSULTANT, its employees and agents shall in no way be regarded nor shall they act as agents, except as provided in Article 25, or employees of the CLIENT.
- 5. CHANGES** The CLIENT, through its authorized representative, without invalidating this AGREEMENT, may order changes within the general scope of the services required by this AGREEMENT by altering, adding to and/or deducting from the services to be performed. If any Change Order under this clause causes an increase or decrease in CONSULTANT's cost of, or the time required for, the performance of any part of the WORK under this AGREEMENT, an equitable adjustment shall be made by mutual agreement and the AGREEMENT modified in writing accordingly. All such changes in the Services shall be in writing and shall be performed subject to the provisions of this AGREEMENT.
- 6. STOP WORK ORDER** CLIENT may at any time, by written notice to CONSULTANT, require CONSULTANT to stop all or any part of the WORK called for by this order for a period of up to ninety (90) days after the notice ("Stop Work Order") is delivered to CONSULTANT. Upon receipt of the Stop Work Order, CONSULTANT shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to CONSULTANT, or within any extension of that period to which the parties have agreed, CLIENT shall either cancel the Stop Work Order, or terminate the work covered by this order as provided in the "Termination" paragraphs of this AGREEMENT. CONSULTANT shall resume work upon cancellation or expiration of any Stop Work Order. An equitable adjustment shall be made in the delivery schedule or prices hereunder, or both, and this AGREEMENT shall be modified in writing accordingly, if the Stop Work Order results in an increase in the time required for the performance of this order or in CONSULTANT's costs properly allocable thereto. CONSULTANT may stop work, at its sole option if CLIENT fails to make payment of CONSULTANT invoices within thirty days of receipt as required by Article 17 below.
- 7. TERMINATION**

 - A.** The CLIENT may terminate this AGREEMENT in the

whole or in part at any time by written notice to CONSULTANT. Such termination shall be effective in the manner specified in the said notice, shall be without prejudice to any claims which the CLIENT may have against CONSULTANT and shall be subject to the other provisions of this AGREEMENT. On receipt of such notice CONSULTANT shall, except as and to the extent directed, immediately discontinue the services and the placing of subcontractor orders for materials, facilities and supplies in connection with the performance of the services, and shall, if requested, make every reasonable effort to procure termination of existing subcontracts upon terms satisfactory to the CLIENT. Thereafter, CONSULTANT shall do only such work as may be necessary to preserve and protect the services already in progress and to dispose of any property as requested by the CLIENT.

B. A complete settlement of all claims of CONSULTANT upon termination of the AGREEMENT, as provided in the preceding paragraph, shall be made as follows: (A) the CLIENT shall assume and become liable for all obligations and commitments that CONSULTANT may have in good faith undertaken or incurred in connection with the services which have not been included in prior payments (B) the CLIENT shall compensate CONSULTANT for the reasonable cost of terminating existing subcontracts and preserving, protecting or disposing of the CLIENT's property and performing any other necessary services after the notice of termination has been received (C) the CLIENT shall pay CONSULTANT for Services performed, prior to date of termination, in accordance with this AGREEMENT. Prior to final settlement, CONSULTANT shall deliver to the CLIENT all Documents and all other required information and data prepared by CONSULTANT under this AGREEMENT and execute and deliver all documents, and take such other steps as are necessary, to vest fully in the CLIENT the rights and benefits of CONSULTANT arising from subcontracts issued in connection with this AGREEMENT, unless otherwise requested by the CLIENT in writing.

8. WARRANTY CONSULTANT warrants that the services to be rendered pursuant to this AGREEMENT shall be performed in accordance with the standard of diligence, care and skill ordinarily exercised by experienced and prudent members of the engineering and science professions currently providing similar work under similar conditions in the same locality, subject to the time limits and physical constraints applicable to the WORK. This warranty shall extend for a period of one year from the date of CONSULTANT's completion of the WORK.

9. INDEMNITY To the extent permitted by law, CONSULTANT shall indemnify and hold the CLIENT harmless from and against claims, liabilities, suits, loss, cost, expense and damages to the extent caused by a negligent act or omission of CONSULTANT in the performance of work and service pursuant to this

AGREEMENT. CONSULTANT's liability for all of the aforesaid matters is limited to the monetary limits specified in Article 24.

10. FORCE MAJEURE The respective duties and obligations of the parties hereunder (except the CLIENT's obligation to pay CONSULTANT such sums as may become due from time to time for services rendered by it) shall be suspended while and so long as performance thereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, epidemics, pandemics or outbreak of communicable disease, quarantines or other employee restrictions, national or regional emergencies, social unrest, governmental action, war acts, acts of God, acts of the CLIENT, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due. If any delay beyond the reasonable control of CONSULTANT causes an increase or decrease in CONSULTANT' cost of, or the time required for, the performance of any part of the WORK under this AGREEMENT, an equitable adjustment shall be made by mutual agreement and the AGREEMENT modified in writing accordingly.

11. ASSIGNMENTS All obligations and covenants herein contained shall be intended to be binding upon the successors and assigns of CONSULTANT and the CLIENT. CONSULTANT shall not assign this AGREEMENT without the prior written consent of the CLIENT, which consent shall not be unreasonably withheld.

12. CONSEQUENTIAL In no event shall CONSULTANT or its subcontractors or vendors of any tier be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as but not limited to, loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, loss of business revenue, loss of business opportunity, non-operation or increased expense of operation of other equipment of systems, cost of capital, or cost of purchased or replacement equipment or systems.

13. INSURANCE CONSULTANT shall place and maintain with responsible insurance carriers the following insurance. At CLIENT's request, CONSULTANT shall deliver to CLIENT certificates of insurance, which shall provide thirty days notice to be given to CLIENT in event of a cancellation.

A. Workers' Compensation and Employer's Liability Insurance Workers Compensation in compliance with the applicable provincial and federal laws **B. Commercial General Liability Insurance** including Blanket Contractual, Explosion, Collapse and Underground Hazards, Broad Form Property Damage, Completed Operations and Independent Contractor's Liability all applicable to Personal Injury, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence subject to \$2,000,000 annual aggregate for Completed Operations and Personal Injury other than

Bodily Injury. **C. Automobile Liability Insurance** including owned, hired and non-owned automobiles, Bodily Injury and Property Damage to a combined single limit of \$1,000,000 each occurrence. **D. Architects & Engineers Professional Liability Insurance** affording, professional, liability, if any, to a combined single limit of \$1,000,000 each occurrence/claim, subject to \$2,000,000 annual aggregate.

14. ACCEPTANCE BY CLIENT The WORK shall be deemed accepted by CLIENT unless, within fifteen (15) days after receipt of CONSULTANT's written notification of final completion, CLIENT will have given CONSULTANT written notice specifying in detail wherein the WORK is deficient, whereupon CONSULTANT will promptly proceed to make necessary corrections and, upon completion, the Services shall be deemed accepted by CLIENT.

15. CLIENT FURNISHED DATA, DRAWINGS, AND SPECIFICATIONS CONSULTANT shall have no liability for defects in the WORK attributable to CONSULTANT's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by CLIENT and CLIENT agrees to indemnify and hold CONSULTANT harmless from any and all claims and judgments, and all losses, costs and expenses arising there from. CONSULTANT shall disclose to CLIENT, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by CLIENT to CONSULTANT that CONSULTANT may reasonably discover in its review and inspection thereof.

16. REUSE OF DOCUMENTS All documents including drawings and specifications prepared by CONSULTANT pursuant to this AGREEMENT are instruments of its services in respect of the WORK. They are not intended or represented to be suitable for reuse by CLIENT or others on extension of the WORK or on any other project. Any reuse without specific written verification or adaptation by CONSULTANT will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

17. INVOICING AND PAYMENT Invoices are due and payable within thirty days after receipt. Interest at the rate of 1½% per month or the maximum rate allowable under the usury laws of the Province in which the services is performed, whichever is lower, is due for all payments not paid on or before the 45th day after the invoice date. Interest shall be computed from the date of the invoice. In the event legal proceedings are necessary to collect payments not paid when due, CLIENT shall pay, in addition to such payments, CONSULTANT's reasonable attorney's fees and legal costs associated therewith. In addition, CONSULTANT may, after giving seven days

written notice to CLIENT, suspend services under this AGREEMENT until CONSULTANT has been paid in full all amounts due for services, expenses and charges. The contract value shall be increased accordingly by the amount of CONSULTANT's reasonable costs of shut down, delay and start up, which shall be effected by Change Order in accordance with Article 5, above. If CLIENT disputes any portion of a request for payment, CLIENT shall pay the undisputed portion of such request as provided herein and shall promptly notify CONSULTANT of the amount in dispute and the reason therefore. Any portion of the disputed amount, which is ultimately agreed upon by CLIENT and CONSULTANT, to be owed to CONSULTANT, shall accrue interest at the rate and commencing upon the date stipulated in this Article. Unless otherwise specified on the face page of this AGREEMENT, invoices will not require support documentation and CONSULTANT format will be used. For any work provided on a time and materials or cost reimbursable basis, CLIENT shall not be obligated to pay CONSULTANT any amount in excess of the stated not-to-exceed AGREEMENT price, and CONSULTANT shall not be obligated to continue performance if to do so would exceed the not-to-exceed AGREEMENT price, unless and until CLIENT shall have notified CONSULTANT in writing that the not-to-exceed AGREEMENT price has been increased and shall have specified in the notice a revised price that shall constitute the new price for performance under this AGREEMENT.

18. AUDIT CONSULTANT shall maintain records and accounts on a generally recognized accounting basis to support all charges billed to CLIENT for a period of two years from completion of the WORK. Said records shall be available for inspection by CLIENT or his authorized representative at mutually convenient times. However, there will be no financial audit of the composition of any lump sum amount, CONSULTANT's fixed rates or unit rates or fixed percentages.

19. ORDER OF PRECEDENCE Any inconsistency or conflict between the standard terms and conditions set forth herein and those typed on the face of this AGREEMENT or any attachment thereof shall be resolved by giving precedence in the following order: First, the AGREEMENT; Second, the Engineering Standard Terms and Conditions; and Third, the attachment(s)/exhibit(s) (if any) attached hereto.

20. RIGHT OF ENTRY, PERMITS, WORK SITE INFORMATION AND UTILITIES CLIENT shall obtain all necessary permits and licenses and shall grant or provide right of entry for CONSULTANT and its contractors to carry out the WORK. CLIENT warrants that it has furnished CONSULTANT all information known to, or suspected by, CLIENT relating to the past and present work site conditions, including soil and groundwater information, hazardous substances and subsurface facilities. CLIENT agrees that CONSULTANT may rely on the information provided.

- 21. HEALTH AND SAFETY** CONSULTANT shall be responsible only for its activities and those of its workers. CLIENT or its contractor shall be designated Prime Contractor and be responsible for work site safety.
- 22. LICENSE** With respect to all subject matter including ideas, processes, designs and methods which CONSULTANT shall disclose or use in the performance of this Agreement, (i) CONSULTANT warrants to CLIENT that CONSULTANT has the right to make disclosure and use thereof without liability to others, and (ii) to the extent that CONSULTANT has patent applications, patents, or other rights in the subject matter, CONSULTANT owns all such intellectual property, and grants to CLIENT a royalty free, perpetual non-exclusive license to use such improvements and inventions for the project, without any right to grant sublicenses.
- 23. CONFIDENTIALITY** Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as set forth herein, and shall use reasonable efforts not to disclose such Confidential Information to any third party. Without limiting the foregoing, each of the parties shall use at least the same degree of care that it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other parties under this AGREEMENT. Each party shall promptly notify the applicable party of any actual or suspected misuse or unauthorized disclosure of such other party's Confidential Information.

"Confidential Information" of a party means any information in any media or form of expression disclosed by that party to another pursuant to this agreement, which (a) relates to the disclosing party's materials, services, technology (including Software and Documentation), data, finances, personnel, business plans, software, trade secrets, technical information, inventions, ideas, concepts, know how, works of authorship, marketing plans, agreements with third parties, customers, or suppliers, or (b) if marked confidential or if the receiving party reasonably should have known the information was confidential. Notwithstanding the above, Confidential Information shall not include information of the disclosing party which: (i) was generally available to the public at the time it was disclosed or became generally available to the public through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information, as demonstrated by files created at the time of such independent development; or (v) becomes known to the receiving

party, without restriction, from a source other than the disclosing party without breach of this AGREEMENT by the receiving party and otherwise not in violation of the disclosing party's rights. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any legal requirement of a competent government body provided that, immediately upon receiving any such request and to the extent that it may legally do so, such party advises the other party promptly and prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

- 24. LIMITATION ON LIABILITY** To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever including attorneys' fees and costs and expert witness fees and costs arising out of, resulting from or in any way related to the performance of the WORK pursuant to this AGREEMENT from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT for the performance of the WORK pursuant to this AGREEMENT or \$50,000 whichever is greater.
- 25. NOTICES** All notices or other communications required to be given hereunder shall be in writing and delivered either personally or by Canadian mail, certified, return receipt requested, postage prepaid, and addressed as provided in this AGREEMENT or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

If to Consultant: Parsons Inc.
1223 Michael Street, Suite 100
Ottawa, ON K1J 7T2

Attn: Arman Matti

If to CLIENT: 11117688 Canada Inc.
3030 Boul. Le Carrefour
Lavel, Québec
H7T 2P5

Attn: Mohamed El-Koury