



November 22, 2023

Cassidy E.W. Construction Consultant Ltd.
1011 Thomas Spratt Place
Ottawa, Ontario
K1G 5L5

Attention: Mr. Chris Poirier
President

Transportation Impact Assessment Screening Form for 1386-1394 Greely Lane

Dillon Consulting Limited (Dillon) is pleased to submit this work plan to assist with the City of Ottawa (the "City") Screening Form related to the two-phase 1,260 square (sq.) metre light industrial building, to be constructed at 1386-1394 Greely Lane, in Ottawa Ontario. Our work plan follows the current City of Ottawa 2017 Transportation Impact Assessment (TIA) Guidelines.

Understanding of the Project

Cassidy E.W. Construction Consultant Ltd. is planning to develop the parcel of land located at 1386-1394 Greely Lane, for light industrial uses in two phases. Phase 1 will be on the north side of the building and be approximately 520 sq. metres. Phase 2 – the south side of the building, will be approximately 740 sq. metres. The timing of this work is anticipated to be in 2024 or 2025.

Dillon is uniquely well-positioned to deliver this work, as we have extensive experience and understanding with the City's 2017 TIA Guidelines, having developed them in conjunction with the City.

Work Plan

The City TIA Guidelines are structured in five steps, with each step containing individual modules which represent a major area of work. It is anticipated that the City will not require a full TIA, and may only require that a Screening form be submitted; should a full TIA be required, Dillon would be pleased to provide a separate scope of work and schedule.

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Suite 101
Ottawa, Ontario
Canada
K2E 7J4
Telephone
613.745.2213
Fax
613.745.3491

Our scope of work includes the following:

- An initial kick-off meeting to obtain relevant information from the client;
- Completion of the City's Screening form; and
- Follow-up correspondence regarding items in the Screening form, client meetings and/or the Pre-Consultation meeting.

We do not anticipate the need for other meetings or items. Should a full TIA be required by the City (not anticipated at this time), we would be pleased to provide you with a proposal and a separate scope change at that time. Additional requests (if required) can be invoiced on as a lump sum or a time and material basis using Dillon's standard rates.

Personnel

Jeff Probert, B.Eng. will act as Project Manager for this study. Jeff has over six years of transportation engineering and planning experience and has completed numerous TIAs within the city of Ottawa.

Doug Green, P.Eng. will act as Project Advisor and Quality Control for this study. Doug has over 26 years of transportation engineering experience and is very familiar with the City's Pre-Consultation process.

Other staff will be assigned as needed.

Fee Estimate and Schedule

Dillon will complete the above-noted scope of work for a lump sum fee of \$2,500.00 plus applicable taxes. Dillon will invoice monthly based on a percent of project progress, with the invoices due upon receipt. Overdue invoices will be charged as defined in the attached Standard Terms of Engagement.

It is anticipated that the screening form can be completed within one week of receiving approval to proceed. Attendance at project meetings will be provided, as scheduled between the client and Dillon.

Statement of Acceptance

Dillon's policies require written authorization to proceed prior to commencing work. Please review the attached Agreement for Professional Services, and Terms of Engagement. To acknowledge that you have read, understood and accept these terms that apply to our services and to provide written authorization to proceed, please sign and return one copy of this full document including the Agreement for Professional Services, and Terms of Engagement, to the undersigned. We will commence our services immediately upon your written authorization to proceed.

Thank you for the opportunity to submit this Outline of Services. We look forward to continuing our discussions regarding this important work. Please contact the undersigned at jprobert@dillon.ca to discuss as necessary.

Yours sincerely,

DILLON CONSULTING LIMITED



Jeff Probert, B.Eng.
Project Manager

JP:md

Attachment(s): Agreement for Professional Services; and
Dillon Consulting Limited Standard Terms of Engagement.

Commercial Confidentiality Statement

This document contains trade secrets or scientific, technical, commercial, financial and labour or employee relations information which is considered to be confidential to Dillon Consulting Limited ("Dillon"). Dillon does not consent to the disclosure of this information to any third party or person not in your employ. Additionally, you should not disclose such confidential information to anyone in your organization except on a "need-to-know" basis and after such individual has agreed to maintain the confidentiality of the information and with the understanding that you remain responsible for the maintenance of such confidentiality by people within your organization. If the head or any other party within any government institution intends to disclose this information, or any part thereof, then Dillon requires that it first be notified of that intention. Such notice should be addressed to: Dillon Consulting Limited, 235 Yorkland Boulevard, Suite 800, Toronto, Ontario M2J 4Y8, Attention: Legal Department.

AGREEMENT FOR PROFESSIONAL SERVICES

1. This Agreement for Professional Services (this "Agreement") is between DILLON CONSULTING LIMITED ("Dillon") and Cassidy E.W. Construction (insert full legal name) (the "Client").
2. The Client is a: (Please check the appropriate box and provide the requested information)
 - ☒ Corporation incorporated under the laws of Canada (insert jurisdiction of incorporation);
 - ☐ Partnership having the following general partners _____ (list all general partners);
 - ☐ Sole Proprietorship; or
 - ☐ Other (please specify) _____.
3. The Client acknowledges that it has read, understood and accepts the following attachments which form part of this Agreement:
 - A. Terms of Engagement (dated December 21, 2015).
 - B. Offer of Services Letter from Dillon (dated: November 22, 2023).
 - C. Other:
 - i) NONE
 - ii) _____
 - iii) _____
4. The Client agrees to the following additions or amendments to the attached Terms of Engagement:
 - A. The laws of Ontario shall govern all matters arising out of this agreement and the venue for any related litigation will be Ottawa.
5. The Client:
 - A. Authorizes Dillon to proceed with the work described in the Offer of Services Letter;
 - B. Acknowledges that it has had the opportunity to read, discuss and negotiate the attached Terms of Engagement prior to executing this Agreement;
 - C. Agrees to be bound by and comply with the provisions of this Agreement, the attached Terms of Engagement and Offer of Services Letter, and any other attachments to this Agreement;
 - D. Agrees that the signing of a facsimile copy or portable document format (PDF) copy of this Agreement and any amendments thereto shall have the same effect as the signing of an original; and
 - E. Agrees that the retention of an electronic version of this agreement is permitted and that the subsequent production of an electronic version of this document shall be treated as if it was the production of an original signed copy.

DILLON CONSULTING LIMITED:

Per: _____
I/We have authority to bind Dillon.

Name: _____
Title: _____
Date: _____

Per: _____
I/We have authority to bind Dillon.

Name: _____
Title: _____
Date: _____

THE CLIENT:

Cassidy E.W. Construction

Per: Chris Poirier
I/We have authority to bind the Client.

Name: Chris Poirier
Title: President
Date: November 22nd, 2023

Per: _____
I/We have authority to bind the Client.

Name: _____
Title: _____
Date: _____

DILLON CONSULTING LIMITED - TERMS OF ENGAGEMENT

These terms of engagement govern the services to be provided by Dillon Consulting Limited ("Dillon") to the Client and constitute part of the agreement for services between Dillon and the Client (the "Agreement"). By accepting Dillon's offer of services, the Client agrees to be bound by and comply with these terms of engagement.

1. Warranty

1.1 Dillon warrants that it will perform its services with the standard of due care and diligence usually practised by the consulting profession, at the time that the services are rendered. The Client acknowledges and agrees that all other warranties, representations or remedies, express or implied, except the warranty for loss of the work required under Section 2118 of the Civil Code of Quebec are excluded and the Client agrees to waive any right, remedy or cause of action it may have with respect to such warranties, representations or remedies. In addition, the Client agrees to defend and indemnify Dillon from all other liability, including but not limited to liability for direct, incidental or consequential damages arising in connection with Dillon's actions, whether such liability arises in contract, tort or otherwise.

2. Limitation of Liability

2.1 Dillon's liability to the Client and all claimants not party to this agreement shall be limited to injury or loss caused by negligence of Dillon and/or sub-consultants for which it is responsible. The total amount of Dillon's liability for said negligence shall not exceed the lesser of \$50,000.00 or Dillon's fees for this project in total for all claims, costs and expenses and the Client hereby waives all claims in excess of this amount howsoever arising including any claim for contribution and indemnity which the Client may have against Dillon. The Client irrevocably and unconditionally agrees to defend, indemnify and hold Dillon harmless from all claims and expenses associated therewith resulting from claims brought by other parties in excess of the aforesaid limit.

2.2 Increased liability limits may be negotiated prior to the commencement of services by Dillon upon the prior written request of the Client, the payment of an additional fee as determined by Dillon, and the prior written agreement of Dillon.

3. Confidentiality

3.1 Documents prepared by Dillon and provided to the Client (the "Dillon Documents"), such as proposal documentation, reports and any documentation containing professional advice, are intended exclusively for the purposes, project and site locations outlined in those documents. The information contained in any Dillon Document may not be appropriate for other uses by the Client or for use by third parties and any such use or reuse is at the sole risk of the user.

3.2 Certain Dillon Documents contain confidential information which is the intellectual property of Dillon and which is provided to the Client solely for the purposes outlined in the document. The Client shall not provide any such confidential information to any other person, or use the information in a manner other than prescribed in the Dillon Document or Documents without the prior written consent of Dillon.

4. Provision of Relevant Information

4.1 The Client shall provide Dillon with all relevant information of which the Client is aware and which may be required by Dillon to perform its services for the Client. Without limiting the generality of the foregoing, if the Client has knowledge of or suspects that hazardous materials may exist at any site at which services are to be performed by Dillon, the Client shall provide this information promptly to Dillon in writing.

4.2 Dillon shall not be responsible or liable for any incorrect or inadequate advice, report, recommendation, finding, decision or conduct based either directly or indirectly on inaccurate or inadequate information supplied by the Client.

5. Site Access, Subterranean Structures and Utilities

5.1 The Client shall grant or obtain free and ready access to each project site at which Dillon is to perform services for the Client. The Client shall notify all owners and occupiers of property at the project site that Dillon is to be granted free and ready access to the site.

5.2 Unless otherwise agreed in writing by Dillon and the Client, the Client shall delineate accurately on the Client's property all subterranean structures and utilities. The Client assumes sole and complete responsibility for any damage or injury caused to any person, property, subterranean structures or utilities because of incorrect or inadequate information provided to Dillon and the Client agrees to indemnify, defend and hold Dillon harmless from any claim or liability for injury or loss resulting from such damage or injury.

6. Samples

6.1 Unless otherwise agreed in writing, all samples obtained by Dillon, including soil cores, may be discarded by Dillon within 30 days after submission of Dillon's report to the Client. A mutually agreed storage fee will be charged to the Client for any samples stored longer than this 30 day period.

6.2 If any of the samples contain substances or constituents that Dillon believes may be hazardous or detrimental to the environment or human health and safety, Dillon may, at the Client's expense, return such samples to the Client or dispose of the samples in a manner deemed appropriate by Dillon.

7. Force Majeure

7.1 Notwithstanding any other provision of the Agreement, Dillon shall not be deemed in breach of the Agreement or liable for any failure or delay in performing any of its obligations under the Agreement, if the failure or delay is caused directly or indirectly by any event or circumstance beyond Dillon's control, including, without limiting the generality of the foregoing, acts of God, government or civil or military authority, inclement weather, fire, flood, labour trouble, failure of transportation, accident, act or omission of the Client or anyone employed or engaged directly or indirectly by the Client, or the discovery of hazardous or potentially hazardous materials or situations at or near the project site.

7.2 Where an event or circumstance of the kind referred to in Clause 7.1 arises, Dillon may, at its option, extend the period of time for completion of the Agreement or terminate the Agreement.

8. Payment

8.1 Unless otherwise stipulated in this agreement for services, the Client shall pay Dillon for its services as follows (applicable taxes are extra):

- (a) fees shall be paid on the basis of Dillon's current schedule of standard flat hourly rates;
- (b) routine expenses and disbursements (communications, local travel, project office supplies, production of routine documents/drawings, courier/messenger services, standard software/computer costs, and similar items) shall be paid at a standard rate of 8% of fees;
- (c) other project-related expenses and disbursements (sub-consultant/sub-contractor charges, travel beyond local area, living expenses when away from home office, advertising costs, testing services, use of specialized equipment or software, approval/permit/licence fees, project specific insurance, production of tender or other non-routine documents, and similar items) shall be paid at cost plus a 5% administration fee;
- (d) payment shall be made within thirty days of the date of Dillon's invoice;
- (e) interest shall be paid by the Client at an annual rate equivalent to the average bank prime rate plus 4% on all amounts unpaid within 30 days of the date of Dillon's invoice, with payment to be applied first to accrued interest and then to the unpaid principal amount.

9. Independent Professional Services Consultant

9.1 Unless otherwise agreed in writing by Dillon and the Client, it is acknowledged that Dillon is an independent professional services consultant in performing services under this agreement, and accordingly it is further acknowledged that Dillon is an independent contractor.

10. Defects in Service

10.1 The Client shall promptly report to Dillon any defects or suspected defects in Dillon's work or services of which the Client becomes aware, so that Dillon may take measures to minimize the consequences of such defects. Failure by the Client to notify Dillon in a timely manner shall relieve Dillon of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given. No unilateral withholdings, deductions or offsets shall be made from Dillon's compensation for any defects or suspected defects unless Dillon has been found legally liable for such amounts.

11. Suspension of Services

11.1 If the Client fails to make payments when due, or otherwise is in breach of the Agreement, Dillon may suspend performance of services upon five (5) calendar days' notice to the Client. Dillon shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension.

12. Agreement

12.1 These terms of engagement govern the services to be provided by Dillon under the Agreement, shall be amended only by the written agreement of Dillon's authorized representative and the Client, and shall not be altered or supplemented by any other understanding or agreement. The Client waives its right to unilateral rescission of contract under the Civil Code of Quebec and undertakes not to seek termination of the Agreement during the term of the Agreement.

12.2 The Agreement, of which these terms of engagement form a part, shall be governed by and interpreted in accordance with the laws of the province or territory of jurisdiction named on the Agreement for Professional Services.

12.3 Titles and section headings are for convenience of reference only and shall not be considered in interpreting the text of the terms of engagement.

12.4 If any clause in these terms of engagement is held illegal, invalid or unenforceable in whole or in part, the remaining clauses shall not be impaired and shall remain in full force and effect. All limitations of liability, releases, indemnities and similar provisions shall survive termination of the Agreement for any cause, and shall apply even in the event of the fault, negligence or other liability of Dillon, and shall extend to the officers, directors, employees and agents of Dillon.

Revised December 21, 2015