

April 6, 2009

BY EMAIL: [gfabris@bbb.ca](mailto:gfabris@bbb.ca)

BBB Architects  
47 Clarence Street  
Suite 400  
Ottawa, ON K1N 9K1

**Attention: Mr. Greg Fabris**

Dear Sir:

Re: 300 Sparks Street (Ottawa, Ontario)  
Transportation Overview

With regard to the demolition and reconstruction on the above-noted site, you have advised that the City does not require a Traffic Impact Study, and that a letter from us confirming no or minimal traffic impact would suffice. Our proposed work program to undertake the required review and prepare this type of letter follows.

***Work Program***

- Task 1:** Project management including work program development and ongoing Client liaison.
- Task 2:** Obtain electronic copies of the site plans for the existing and proposed projects.
- Task 3:** Site visit to observe site access/egress and area traffic operations.
- Task 4:** Assuming there is no adverse traffic impact as suggested, prepare a 1 to 2 page letter report documenting the project and existing on-site conditions from a transportation perspective.
- Task 5:** Submit draft report for Client review.
- Task 6:** Finalize and submit report to Client in electronic format.

The cost of the foregoing **Tasks 1 to 6** is **\$2000**. Expenses and GST are in addition to this amount. Any additional tasks/meetings requested by the Client, will be considered extras and will be charged as incurred at our standard hourly rates following Client authorization.

If this Proposal is acceptable to you, the terms and conditions outlined in the attached Confirmation of Assignment Form AG-102SF will apply, unless you advise us in writing to the contrary prior to the commencement of our services. Before we can commence our services, it is our policy to have you either (1) return to us a duly signed and dated copy of this Proposal, or (2) advise us in writing that you have agreed and accepted it which will be interpreted as your authorization for us to proceed on the project. If either of those options is not possible, or you have already authorized us to proceed either in writing or verbally (which has been confirmed by us in writing), then, unless such authorization states otherwise, our work will be carried out as outlined in this Proposal and in accordance with the terms and conditions in the attached Confirmation of Assignment Form.

Greg, please call if you have any questions of our proposal. If not, please sign and date below and return a copy (a fax is fine) to our office.

Sincerely,



Ronald M. Jack, P.Eng.  
Vice President  
Manager, Transportation Division

Agreed and Accepted: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment

H:\DATA\_PRO\General Proposals\300SparksSt\_Fabris\_Apr0609.docx

**CONFIRMATION OF ASSIGNMENT**  
(SHORT FORM)  
**CONDITIONS OF ASSIGNMENT**

**CONFIRMATION**

The Client hereby authorizes the Consultant, and the Consultant hereby agrees, to render the Services for the Project as specified and defined in the Consultant's Proposal to the Client for this Project in accordance with the conditions of assignment stated herein. The Consultant may, at its discretion, and at any stage, engage subconsultants to perform all or any part of the Services.

**COMPENSATION**

Fees for the Services rendered will be in accordance with the Consultant's Proposal and are net of all taxes that may be levied thereon. Invoices will be due and payable by the Client within thirty (30) days of the date of the invoice without hold back, deduction or set-off unless the Client has notified the Consultant in writing within ten (10) days of receipt of the invoice of any dispute with the invoice. In such case, the Client is entitled to withhold only the amount in dispute, and both parties shall promptly resolve the dispute as detailed below. Interest on overdue accounts is 24% per annum (2% per month).

Unless the Consultant's Proposal states otherwise, all expenses incurred as part of the Services shall be reimbursed at cost

All quotes for fees for the Services are estimates only and may be exceeded provided the Consultant advises the Client in advance and has received consent of the Client.

If the Consultant is required to perform additional work or change the Services for reasons beyond its control, or by the written request of the Client, the Consultant shall be compensated for such additional work or changes in accordance with the Consultant's Proposal or, if the Consultant's Proposal is silent on that issue, then on a basis to be determined and agreed to by both parties at that time.

**REPRESENTATIVES**

Each party shall designate a representative who is authorized to act on behalf of that party and receive notices under this Agreement.

**DATA AND INFORMATION**

The Client shall provide to the Consultant all the reports, data, studies, plans, specifications, documents and other information that are relevant to the Services. The Consultant shall be entitled to rely upon the reports, data, studies, plans, specifications, documents and other information provided by the Client or others in performing the Services and the Consultant assumes no responsibility or liability for the accuracy or completeness of such. Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss allegedly arising from errors, omissions or inaccuracies in reports, data, studies, plans, specifications, documents or other information provided to the Consultant by the Client. Consultant shall be responsible only for the accuracy of the data, interpretations and recommendations it generates or makes.

The Consultant agrees to maintain the confidentiality of information provided by the Client that is marked as confidential and shall not disclose same to any person other than to its subconsultants and those who actually need to know, unless such information is already in the public domain or is required to be disclosed by law. The Client acknowledges and agrees that the Proposal contains highly valuable, sensitive and confidential information (such as its fees, trade secrets or patented methodologies), and agrees to maintain the confidentiality of same, except as may be required to be disclosed by law. Notwithstanding any prevailing laws that may allow disclosure of the Consultant's confidential information, the Client agrees to notify the Consultant in advance of such disclosure.

**TERMINATION**

Either party may terminate this assignment without cause upon thirty (30) days' notice in writing to the other. On termination by either party under this paragraph, or upon completion of the Services, the Client shall forthwith pay to the Consultant its Fees for the Services performed, including all expenses and other Fees incurred by the Consultant for this Project.

If either party breaches their obligations under this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination by the Consultant under this paragraph, the Client shall forthwith pay to the Consultant its Fees for the Services performed to the date of termination, including all fees and expenses for this Project.

**ENVIRONMENTAL**

If the Services requires the Consultant to perform field investigations and laboratory testing, Consultant's recommendations will not address or evaluate pollution of soil, groundwater, hazardous or toxic soil contaminants. The Consultant will co-operate with the Client's environmental consultant during the field work phase of the investigation.

**PROFESSIONAL RESPONSIBILITY**

In performing the Services, the Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services contemplated in this assignment at the time when and the location in which the Services were performed.

### LIMITATION OF LIABILITY

The Consultant shall not be responsible for:

- (a) the negligence of third parties or other consultants who may be retained by the Client;
- (b) the design of, defects in, or warranties associated with equipment supplied or provided by the Client, its contractor or other third parties and consultants retained by the Client for incorporation into the Project;
- (c) any cross-contamination or other environmental claims resulting from subsurface investigations;
- (d) any damage to subsurface structures and utilities which were identified and located by the Client;
- (e) any Project decisions made by the Client if the decisions were made without the advice of the Consultant or contrary to or inconsistent with the Consultant's advice;
- (f) any consequential loss, injury or damages suffered by the Client, including but not limited to, loss of use, earnings and business interruption;
- (g) the unauthorized distribution of any confidential document or report prepared by or on behalf of the Consultant for the exclusive use of the Client;
- (h) cost estimates provided by the Consultant for the cost of work of any other party, the accuracy of which cannot be guaranteed;
- (i) use by the Client of any of the Services which are (1) incomplete or unfinished; (2) used for any other purpose other than for which they were originally intended or for another project; (3) altered, revised, modified or amended without the consent and knowledge of the Consultant; and (4) used on incompatible or improper computer processing equipment;
- (j) use by third parties who rely upon or make decisions based upon the Services.

The total amount of all claims the Client may have against the Consultant under this assignment, including but not limited to, claims for negligence, negligent misrepresentations and breach of contract, shall be strictly limited to the amount of any professional liability insurance the Consultant may have available at the time such claims are made, or the amount of fees received for Services performed, whichever is lesser. No claim may be brought against the Consultant in contract or tort more than two (2) years after the Services were completed or terminated under this Agreement.

### DOCUMENTS

Unless otherwise expressly agreed to by the parties, all of the documents prepared by the Consultant or on behalf of the Consultant in connection with the Project are instruments of service for the execution of the Project, and the Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used on any other project without the prior written agreement of the Consultant. The Client expressly agrees that payment of all of the outstanding fees for Services is a condition precedent to the Client's use of such documents.

### DISPUTE RESOLUTION

If requested in writing by either the Client or the Consultant, both parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator if necessary, on a without prejudice basis. The mediator shall be appointed by the agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days whether with or without a mediator, the dispute shall be referred to and finally resolved by an accredited arbitration centre nearest the location of the Project which has an expertise in reviewing the dispute within a reasonable time. Neither the mediator or arbitrator, if appointed, shall in any way be financially interested in the Project or the business of the parties.

### GENERAL

Neither party is permitted to assign this Agreement without the prior written consent of the other. The laws of the location of the Consultant as noted on the Consultant's Proposal Letter shall govern this Agreement. This Confirmation, the Proposal Letter, and any schedules attached hereto, shall constitute the entire agreement and understanding between the parties and supersedes all other prior agreements whether oral or written. All amendments to the terms of this Agreement shall be made in writing and signed by the parties. If more than one Client has agreed to these terms, the obligations are joint and several.