



**SCHEDULE "A"**  
**CBCL Limited ("CBCL") and Client**  
**STANDARD TERMS AND CONDITIONS**

1. **ENTIRE AGREEMENT.** The attached proposal together with this Schedule "A" constitutes the entire agreement between Client and CBCL (this "Agreement"). This Agreement supersedes all prior communications, undertakings and agreements, written or oral made between the parties. Amendments to this Agreement must be in writing, signed by both Client and CBCL.
2. **SCOPE OF WORK.** Upon receipt of notice from Client of a requested change in the scope of the work hereunder, CBCL will promptly notify Client of any estimated impact on the schedule, price or terms of this Agreement resulting from such a change. The parties agree to expeditiously negotiate any such changes to this Agreement and to promptly execute any such agreed upon amendments to this Agreement. Client acknowledges and agrees that its use of any purchase order or other form to procure services is solely for administrative purposes and in no event shall CBCL be bound by any terms or conditions on such purchase order or form regardless of reference to or signature on behalf of CBCL. Client shall endeavor to reference this Agreement on any purchase order (or any other form), but Client's failure to do so shall not operate to modify this Agreement.
3. **SITE INFORMATION AND ACCESS.** Client shall make available to CBCL all relevant information, data and documents under its control regarding past, present and proposed conditions of the work site. The information shall include, but not be limited to, plot plans, topographic survey, hydrologic data and soil and geologic data including borings, field or laboratory tests and written reports. Client shall immediately transmit to CBCL any new or revised information, data or documents that become available. Client shall make all necessary arrangements to ensure ready and uninterrupted work site access for CBCL, its personnel and equipment throughout performance of this Agreement, at no cost to CBCL. Client acknowledges that subsurface conditions may vary from those encountered at the location where borings, surveys or other explorations are made by CBCL and that the data, interpretations and recommendations of CBCL are based solely on such borings, surveys and explorations and on the information provided to it by the Client. CBCL will not be responsible for the interpretation by others of the results of CBCL's borings, surveys or explorations. Similarly, CBCL will not be responsible for the accuracy of Client provided information of any kind nor for the consequences of incorporating such information in the work.
4. **FEES, DISBURSEMENTS AND EXPENSES.** Unless otherwise stated or agreed to in writing by CBCL and the Client, terms of payment for professional services, invoiced expenses, and office disbursements shall be as presented on each invoice submitted by CBCL to the Client. Fees shall be charged at the hourly rates or for the stipulated price specified in the proposal. Fees shall be net of invoiced expenses and office disbursements. Sub-consulting fees shall be subject to a 10% mark-up. Expenses such as hotel, travel, meals and the like shall be charged at cost. Office disbursements such as printing, communication, delivery, internal lab and the like shall be billed at 6% of fees charged.
5. **PERMITS AND UTILITIES.** Client shall obtain all required approvals, permits, licenses and access rights from municipal and other governmental authorities and utilities having jurisdiction over or easements on the work site. The Client shall advise CBCL of the location of all underground utilities and structures at the work site.
6. **TERMS OF PAYMENT.** Unless otherwise stated in the Letter Agreement, invoices will be submitted by CBCL on a period by period basis where a period constitute four (4) weeks (28 days) or, at the option of CBCL upon completion of the services, and will be due and payable on the invoice date. Invoices will be considered past due if not paid within thirty (30) days thereafter (the "overdue date"). Invoices not paid on or before the overdue date shall bear interest at the rate of one and one-half percent (1.5%) per month computed from the overdue date. In addition, any collection fees, legal fees, court costs and other related expenses incurred by CBCL in respect of the collection of delinquent invoice amounts shall be paid by Client.
7. **OWNERSHIP RIGHTS.** All reports, drawings, plans, models, designs, surveys, photographs, specifications, computer files, field data, notes and other documents and instruments produced by CBCL shall be and remain the sole property of CBCL. CBCL shall retain all common law, statutory and other reserved rights therein, including copyright.
8. **LEGAL FEES.** In the event either party makes a claim or commences legal proceedings against the other for any act arising out of the performance or interpretation of this Agreement, including the payment of professional fees, the unsuccessful party shall pay to the prevailing party all reasonable costs incurred by the prevailing party in prosecuting or defending such claim or action, including staff time, court costs, solicitors' fees and other related expenses. In the event of a non- adjudicative settlement of a claim or legal proceedings between the parties or resolution by arbitration, the term "prevailing party" shall be determined by that process.
9. **STANDARD OF CARE.** In the performance of professional services, CBCL will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same or similar localities. CBCL makes no warranties, either expressed or implied, as to its professional services rendered under this Agreement. CBCL will perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the parties.
10. **INSURANCE.** CBCL will maintain professional liability insurance, comprehensive general liability insurance and

automotive insurance throughout the term of this Agreement, with the exception of automotive insurance, for a period of at least one year thereafter.

11. **OPINION OF PROBABLE COST.** CBCL shall, where required, prepare an opinion of probable construction cost. This opinion of probable costs is presented on the basis of experience, qualifications, and best judgment. It has been prepared in accordance with acceptable principles and practices. Market trends, non-competitive bidding situations, unforeseen labour and material adjustments and the like are beyond the control of CBCL Limited and as such we cannot warranty or guarantee that actual costs will not vary from the opinion provided.
12. **ENVIRONMENTAL LIABILITY.** Because Client owns and operates the site where work is being performed, Client has and shall retain all responsibility and liability associated with the environmental conditions at the site and shall be solely responsible for the handling and disposal of any bore samples, asbestos, or other toxic or hazardous materials, substances or products (collectively "Hazardous Waste") located on the worksite or generated on the site as a result of CBCL's performance hereunder. Client agrees to indemnify and save harmless CBCL from any claims, damages or liability whatsoever, arising out of the detection, presence, handling, removal or disposal of Hazardous Waste on or about the work site.
13. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CBCL, its officers, directors and employees or any of them to Client, for any and all claims, losses, costs, demands, damages, including solicitors' fees, expert witness fees and costs of any kind arising under or related to this Agreement or any services provided hereunder, whether based in contract or tort, shall not exceed the total compensation actually paid to CBCL under this Agreement, or the total amount of \$50,000, whichever is less. All claims by Client shall be deemed relinquished unless filed within one (1) year after substantial performance of the services rendered under this Agreement. CBCL's liability shall be absolutely limited to direct damages arising out of the services provided under this Agreement and CBCL shall not be liable in any way for any consequential or indirect loss, injury or damages of any kind incurred by Client, including but not limited to loss of profits, loss of income or loss of use of property. CBCL shall not be liable for any damages or costs arising out of the failure of any manufactured product or any manufactured or factory assembled system of components to perform in accordance with manufacturer's specifications or product literature or otherwise.
14. **DISPUTES.** Any dispute arising hereunder shall be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: (1) by negotiation between the technical and contractual personnel for each party, (2) by negotiation between executive management of each party, (3) by submission to mediation, (4) by arbitration if both parties agree or (5) litigation in the courts of the Province whose laws govern this Agreement, pursuant to Paragraph 21 hereof.
15. **DELAYS.** Client agrees that CBCL shall not be liable for any damages arising, directly or indirectly, from any delays due to causes beyond CBCL or the Client's reasonable control.
16. **COVID-19.** Client agrees that CBCL shall not be liable for any damages arising, directly or indirectly, from any delays related to the existence or impact of COVID-19 or any variant thereof. If any such delay arises, Client and CBCL will work together to devise and implement work around plans as may be reasonably necessary in the circumstances, which may involve mutually agreed upon adjustments to schedule, scope and compensation.
17. **JOBSITE SAFETY.** Client agrees that the responsibility for site safety and construction means and methods remains with the contractor, not the design professional.
18. **TERMINATION.** CBCL may terminate this Agreement upon at least seven (7) calendar days' notice to Client, in the event that (a) Client fails to perform any of its obligations hereunder, including payment of fees for service, in a timely manner, or (b) the parties fail to promptly reach agreement on the compensation and schedule adjustments necessitated by requested changes to the scope of the work hereunder. In the event of such termination by CBCL, Client shall pay to CBCL, in addition to payment for services rendered hereunder to the time of termination and reimbursable costs, all reasonable expenses of CBCL in connection with the orderly and safe termination of its services.
19. **INCONSISTENCY.** In the event that there is any inconsistency or contradiction between any of the provisions of the Proposal and the provisions of this Schedule "A", then in such case, the provisions of the Proposal shall prevail.
20. **ASSIGNMENT.** Neither Client nor CBCL shall assign its interest in this Agreement without the prior written consent of the other except that CBCL may assign its interest in this Agreement to a related or affiliated company of CBCL without the consent of Client.
21. **GOVERNING LAWS.** This Agreement shall be governed by the laws of, and any legal proceedings arising out of this Agreement shall be brought in a court of competent jurisdiction in, the Province where the work was performed.