

## **Terms & conditions.**

### **General**

Enviro-Stewards Inc. (the Consultant) shall render the Services, as specified in the attached Scope of Services, to the Client for this Project in accordance with the following terms of engagement. The Consultant may, at its discretion and at any stage, engage subconsultants to perform any part of the Services.

### **Compensation**

Unless otherwise stated in the proposal, charges for the services are 50% at start of project and 50% upon completion of draft report. All charges will be payable in US or Canadian dollars. Invoices will be due and payable by the Client within thirty (30) days of the date of the invoice without hold back. Interest on overdue accounts is 12% per annum.

If the proposal states that the work will be conducted under a time & materials (T&M) contract, the Consultant will be paid for all material and labour costs incurred during the delivery of the project. The material cost refers to such items as mileage, meals, travel, drafting, printing, equipment purchases, shipping, and similar expenses directly related to the successful delivery of the project. Furthermore, the Consultant shall be reimbursed at cost, plus an administrative charge of 10%, for all reasonable expenses the consultant incurs properly in connection with the project unless specified otherwise in the workplan.

The Consultant is compliant with several contractor safety management programs (e.g., Contractorcheck, Avetta, etc.). If your systems require certification with an existing contractor compliance safety program or different program with associated fees, the fees will be added to the cost of the project.

### **Delay**

In the event that the Work is interrupted due to causes beyond the control of Consultant, Consultant shall not be held responsible for any and all costs associated with the delay of the completion of the project.

### **Representatives**

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

### **Termination**

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

If either party breaches this engagement, the non-defaulting party may terminate this engagement 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 Charges for the Services performed to the date of termination, including all fees and charges for this Project.

### 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 engagement at the time when and the location in which the Services were performed.

### Indemnification

Consultant agrees to indemnify Client from any claims, damages, losses, and costs, to the proportionate extent caused by the breach of contract, negligence, or willful misconduct of Consultant, Consultant's employees, affiliated corporations, officers, and Lower-Tier Subcontractors in connection with the Project.

### Limitation of Liability

The Consultant shall not be responsible for:

- a) The failure of a contractor, retained by the Client, to perform the work required in the Project in accordance with the applicable contract documents;
- b) the design of or defects in equipment supplied or provided by the Client for incorporation into the Project;
- c) any cross-contamination 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.

The total amount of all claims the Client may have against the Consultant under this engagement, including but not limited to claims for negligence, negligent misrepresentation, 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. Furthermore, pollution related claims will be limited to the total fee payable to the Consultant for services rendered on this project. 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 engagement.

### Documents

All documents prepared by the Consultant or on behalf of the Consultant in connection with the Project are instruments of service and professional work product for the execution of the Project. 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.



With the consent of the client, the consultant may publish alone, or in conjunction with any other person, any articles, photographs, or other illustrations relating to the project. The client's consent for the publication of such materials shall not be unreasonably withheld.

Project deliverables including, without limitation, reports, drawings, computer programs, strategies, devices, analytical tables, and models prepared by the Consultant shall be submitted to the Client as read-only, non-alterable documents to protect the Consultant's proprietary methodologies and analytical approaches.

## Intellectual Property

"Intellectual Property (IP)" refers to all concepts, products, processes, methodologies, analytical approaches, models, tools, materials, and professional know-how which are:

- Produced by, or resulting from, the services rendered by the Consultant in connection with the project;
- otherwise developed, or first reduced to practice, by the Consultant in the performance of the services; or
- patentable, capable of trademark, or otherwise shall be and remain the property of the Consultant.

## Confidential information

It is the responsibility of each party to identify to the other party all confidential information connected with this project. 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 the consultant from acting to correct or report a situation that the consultant may reasonably believe to endanger the safety or welfare of the public, provided the consultant notifies the client that the consultant intends to provide such notice as soon as reasonably possible.

## Field services

Where applicable, field services recommended for the Project are the minimum necessary, in the sole discretion of the Consultant, to observe whether the work of a contractor retained by the Client is being carried out in general conformity with the intent of the Services. Any reduction from the level of services recommended will result in the Consultant providing qualified certifications for the work.

During subsurface assessment, the Consultant shall, within the limitations of the scope of work, assess the condition of the site at known locations of sources of contamination. Soil and/or groundwater quality at other locations may vary from those assessed. In addition, laboratory analysis may be limited to those contaminants specifically addressed in the report(s) and should not be construed to imply that the site is not impacted by other contaminants not addressed.

## Dispute resolution

If requested in writing by either the Client or the Consultant, the Client and the Consultant 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 on a without prejudice basis. The mediator shall be appointed by the parties.

### Trusted Partner program disclosure

If clients do not have a specific vendor in mind for the implementation phase of a project and there is a good potential fit, we invite our Trusted Partners to provide budgetary quotations at the conceptual design stage (that enable us to quickly and realistically quantify the economic, social & environmental justifications for our clients).

Access to Enviro-Stewards' network of reliable equipment vendors and service providers helps ensure quality of service, shorten implementation timelines, and safeguards that projects are functional when commissioned (while retaining the flexibility to procure from others if desired). By reducing Trusted Partners' cost of sales, they can pass on a portion of those cost savings to our clients and a portion of those savings to Enviro-Stewards' Trusted Partner program. This in turn, helps reduce Enviro-Stewards' cost of doing business and Trusted Partners commit to offer prices to our clients that are equal to or less than the price offered if they had not been brought in under the Trusted Partner Program.

Additional details on the Trusted Partner program are available upon request.

