



19 June 2020 (revised)

Proposal No. P19132370

**John Yungblut**

Township of Huron Kinloss  
21 Queen Street  
Ripley, Ontario  
N0G 2R0

c/o Maisy Jefferson  
R.J. Burnside & Associates Limited  
449 Josephine St.,  
P.O. Box 10,  
Wingham, Ontario  
N0G 2W0

**PROPOSAL FOR THE STAGE 1 ARCHAEOLOGICAL ASSESSMENT OF A POTENTIAL AGGREGATE  
LICENSING SITE IN HURON KINLOSS TOWNSHIP, BRUCE COUNTY, ONTARIO**

Dear Ms. Jefferson,

Golder is pleased to provide R.J. Burnside & Associates Limited (the "Client") this proposal to complete Stage 1 Archaeological Assessments for a site being considered for aggregate licensing by the Township of Huron Kinloss (the "Township"). As indicated in your e-mail dated 11 October 2019, and subsequent e-mail dated 15 June 2020, the site, hereafter referred to as the Study Area is in Huron Kinloss Township, Bruce County, Ontario. Specifically, it is on part Lot 18, Concession 6 at 620 Kairshea Avenue, Holyrood, Ontario. The Study Area is approximately 9.5 ha and was previously used as a pasture but is now overgrown.

The objectives of our Stage 1 Archaeological Assessment will be to evaluate the archaeological potential of the Study Area and provide information from which to make recommendations regarding the need for additional archaeological work (Stage 2 Archaeological Assessment). The Stage 1 Archaeological Assessment will meet the requirements of the Ministry of Heritage, Sport, Tourism and Culture Industries' (MHSTCI; formerly, MTCS) 2011 *Standards and Guidelines for Consultant Archaeologists*.

In addition, at the request of the Township, to assist in determining if proceeding with aggregate licensing at the site is feasible, this proposal also provides estimated provisional allowances for subsequent Stage 2, 3, and 4 archaeological investigations that may be required.

## Scope of Work

The Stage 1 Archaeological Assessment will include the following tasks as they relate to the Study Area:

- Review of relevant archaeological, historical, and environmental literature;
- Review of an updated listing of archaeological sites from the Ontario Archaeological Sites Database (OASD) within 1 km, and any previous archaeological assessments within 50 m;
- Consultation with individuals knowledgeable about the Study Areas;
- Review of topographic maps, historical settlement maps, aerial photographs, and archaeological management plans, where available; and,
- A property inspection.

## Deliverables

A report will be prepared summarizing the results of the Stage 1 Archaeological Assessment. Based on the results of the assessment, the report will make recommendations as to whether additional archaeological assessment (Stage 2) of the Study Area, or portions thereof, is required. A draft report will be submitted for review. Upon satisfactory completion of the draft review, one digital copy (.pdf) of each final report will be submitted to you for your records. As per our archaeological licensing requirements, one digital copy (.pdf) of the final report will be submitted to the MHSTCI for review and submission into the Ontario Public Register of Archaeological Reports.

## Personnel

Allison Nott, B.A. will serve as Project Manager, and Michael Teal, M.A. as Project Director.

Allison is a Staff Archaeologist with ten years of experience in Southern Ontario and holds an archaeological Applied Research License. She graduated with a B.A. Hons. Anthropology from the University of Western Ontario and since then has been working in archaeological consulting. Allison has supervised fieldwork for a wide range of Stage 1, 2, 3 and 4 archaeological assessments including development projects related to oil and gas, real estate, infrastructure, green energy and mining. Beyond the field, she manages projects, prepares proposals and work costings, participates in Indigenous engagement and consultation, produces archaeological reports, and analyses pre-contact Indigenous and historical Euro-Canadian artifact collections. She has been a part of the field supervisor teams for two of Golder's larger archaeological assessments, including the Samsung Grand Renewable Energy Park project and was a lead supervisor for Enbridge Pipeline's Line 10 Westover Segment Replacement project.

Michael is an Associate and Senior Archaeologist working out of Golder's London, Ontario office. He holds a Master of Arts degree in Anthropology and Archaeology from Memorial University of Newfoundland and has over 22 years of experience in cultural resource management, including 10 years with the federal government at Parks Canada and 12 years in non-federal and private sectors. Michael is a licensed professional Ontario archaeologist (P364) and has been with Golder for eight years where he coordinates and manages archaeological projects, supervises staff, prepares and reviews reports, and analyses archaeological data. He also carries out archaeological fieldwork and responds to clients' requests for information, technical advice, and action.

## Schedule

We are prepared to begin work upon receipt of the signed, attached Authorization to Proceed and Consulting Services Agreement and once field conditions allow. Scheduling of the Stage 1 property inspection will be dependent upon appropriate weather conditions as the MHSTCI requires archaeological field work to be conducted when weather and lighting conditions permit good visibility of land features (e.g., no snow cover, frozen ground, conditions of excessive rain, drought, or heavy fog). Given our current work schedule, we anticipate being able to conduct the Stage 1 property inspection in July 2020.

A draft Stage 1 Archaeological Assessment report will be provided for review as a PDF copy within four weeks after completion of the Stage 1 property inspection. A final PDF copy the report will be provided within one week of receiving comments following a review of the draft report. The final report will be submitted to the MHSTCI for review, as per our archaeological licensing requirements.

## Cost and Assumptions

The cost to complete the Stage 1 Archaeological Assessment for the Study Area, as described in this proposal, is **\$5,625**, exclusive of applicable taxes, based on the assumptions listed below. This cost is for work completed up to the submission of the report to the MHSTCI and does not include additional work that may be required to address concerns identified by the MHSTCI, review agencies and/or other stakeholders as the potential levels of effort, if any, cannot be estimated. Any required additional work to address regulator, review agency and/or stakeholder requirements will be billed on a time and disbursements basis and tracked as a separate project phase on invoices. Prior to incurring any out-of-scope charges, we would first contact you to discuss the likely cost impact to your project above approved budgetary amounts.

The following assumptions have been made with regards to the attached costs and expected level of effort required to complete the scope of work described herein. Should these assumptions be incorrect, additional cost may be required:

- Site plans, whether conceptual or draft, will be provided to Golder for reporting purposes.
- Permission to enter the Study Area will be provided to Golder for field work to take place.
- Fieldwork will be conducted under appropriate weather and lighting conditions as per the *MTCS 2011 Standards and Guidelines for Consultant Archaeologists*, which requires no snow cover and thawed, dried, ground conditions.
- Only one round of draft report review and editing will take place between Golder and the Client.
- The work will be conducted in accordance with the terms and conditions outlined in the attached Authorization to Proceed and Consulting Services Agreement.

## Provisional Allowances

### **Stage 2 Archaeological Assessment**

The need to complete Stage 2 Archaeological Assessment for all or part of the Study Area will be determined as part of the Stage 1 Archaeological Assessment when the archaeological potential of each area is evaluated against criteria outlined by the MHSTCI. Areas determined to have archaeological potential will be subject to Stage 2 assessment to identify archaeological sites that may be present. However, as requested in your e-mail

dated 11 October 2019, and as a means for the Township to determine if proceeding with aggregate licensing at either site is feasible, a provisional allowance of **\$45,625**, excluding applicable taxes, is suggested to complete a Stage 2 assessment of the Study Area, should it be required. This estimated amount was calculated using the following assumptions:

- Fieldwork will be conducted under appropriate weather and lighting conditions as per the MHSTCI 2011 *Standards and Guidelines for Consultant Archaeologists*, which requires no snow cover and thawed, dried, ground conditions.
- All lands within Study Area (9.5 ha) will require Stage 2 assessment. If areas not requiring Stage 2 assessment (i.e., previously disturbed, greater than 20 degrees of slope, or permanently wet) are identified during the Stage 1 assessment, then these can be removed from our current proposed scope and cost, as appropriate, through a Change Order.
- The Stage 2 assessment within the Study Area will be completed entirely through shovel test pit survey as there are no areas where Stage 2 assessment through pedestrian survey is viable (i.e., cultivated fields). If it is determined during the Stage 1 assessment that there are areas that can be assessed through pedestrian survey, then a Change Order will be required.
- Shovel test pits in the Study Area will be excavated to a depth of between 30 and 50 cm to reach natural undisturbed subsoil.
- The Stage 2 assessment of the Study Area will be completed in four days with a field crew consisting of eleven field technicians and one field supervisor.
- The cost listed does not include the excavation of additional test pits and test units that may be required to intensify around artifact-yielding test pits to ensure full capture of any heritage materials revealed, and to determine whether a recommendation for a Stage 3 Archaeological Assessment is required. Should survey intensification be required, then a Change Order may be required to cover the cost of additional excavation.
- The cost listed includes the recovery and processing of up to 100 artifacts from one archaeological site in the Study Area. Should additional artifacts or sites be found, a Change Order may be required to cover the cost of processing.
- A draft Stage 2 Archaeological Assessment report will be provided as a PDF copy followed by a final PDF copy.
- Only one round of review and editing for the draft Stage 2 report will take place between Golder and the Client.
- Changes to any of the assumptions above will require changes to the estimated provisional allowance.

### **Stage 3 Archaeological Assessment**

The need to complete Stage 3 Archaeological Assessment on sites identified within the Study Area will not be known until the Stage 2 Archaeological Assessment is complete. In addition, the scope and cost to complete a Stage 3 assessment, should it be needed, cannot be clearly defined until information about the site is known, including its size, associated cultural affiliation, ground conditions (e.g., soil type, vegetation cover), and its cultural heritage value or interest. However, as requested in your e-mail dated 11 October 2019, and as a means

for the Township to determine if proceeding with aggregate licensing at either site is feasible, a provisional allowance of **\$17,380**, excluding applicable taxes, is suggested to complete a Stage 3 assessment for this project should it be required. This estimated amount was calculated using the following assumptions:

- The site requiring Stage 3 assessment is a small (10 m by 10 m) mid-19<sup>th</sup> century historical Euro-Canadian site located in a wooded or overgrown area that cannot be ploughed.
- The Stage 3 assessment will follow the strategy outlined in the *MTCS 2011 Standards and Guidelines for Consultant Archaeologists* for small sites where it is not yet evident that the level of cultural heritage value or interest will result in a recommendation to proceed to Stage 4 mitigation (Table 3.1, Standards 1 and 2). Using this strategy, one-metre square test units will be placed in a 5 m grid across the site and hand excavated to document the presence and extent of buried artifacts, stratigraphy and cultural features, and to collect a representative sample of artifacts. Additional test units, amounting to 20% of the grid total will be excavated in areas of interest within the site extent. Given the assumption above that the site is approximately 10 m by 10 m, a total of 9 grid units will be required, in addition to 2 extra units to make up the additional 20%. A total of 11 Stage 3 test units will require excavation to adequately assess the site.
- Field work will be conducted under appropriate weather and lighting conditions as per the *MTCS 2011 Standards and Guidelines for Consultant Archaeologists*, which requires no snow cover and thawed, dried, ground conditions.
- Test units will reach an average maximum depth of approximately 40 cm.
- Fieldwork will be completed in four days with a field crew consisting of five field technicians and one field supervisor.
- The Stage 3 assessment will result in the recovery of up to 450 artifacts requiring processing and analysis.
- A report will be prepared summarizing the results of the Stage 3 assessment. The report will be provided as one draft PDF copy followed by one final PDF copy.
- Changes to any of the assumptions above will require changes to the estimated provisional allowance.

#### **Stage 4 Mitigation**

The need to complete Stage 4 mitigation of impacts on a site identified within the Study Area will not be known until the completion of any required Stage 3 Archaeological Assessment. In addition, the scope and cost to complete a Stage 4 mitigation cannot be clearly defined until detailed information about the site is known, including its size, associated cultural affiliation, ground conditions (e.g., soil type, vegetation cover), and its cultural heritage value or interest. However, as requested in your e-mail dated 11 October 2019, and as a means for the Township to determine if proceeding with aggregate licensing at either site is feasible, a provisional allowance of **\$37,160**, excluding applicable taxes, is suggested to complete a Stage 3 assessment for this project should it be required. This estimated amount was calculated using the following assumptions:

- The Stage 4 mitigation strategy will be excavation.
- The site requiring Stage 4 excavation is a small (10 m by 10 m) mid-19<sup>th</sup> century historical Euro-Canadian site.



- Field work will be conducted under appropriate weather and lighting conditions as per the *MTCS 2011 Standards and Guidelines for Consultant Archaeologists*, which requires no snow cover and thawed, dried, ground conditions.
- The hand excavation of approximately 30 one-metre square units will be required to meet MTCS standards prior to mechanical topsoil stripping.
- The recovery and processing of up to 1,800 artifacts.
- Up to five subsurface features will require documentation and excavation.
- A report will be prepared summarizing the results of the Stage 4 excavation. The report will be provided as one draft PDF copy followed by one final PDF copy.
- Changes to any of the assumptions above will require changes to the estimated provisional allowance.

## COVID-19 Precautions

Given the operating restrictions placed on essential and non-essential businesses/services by the Province of Ontario with respect to the COVID-19 pandemic, prior to proceeding with the work outlined in this proposal, Golder will require confirmation from the Client that Golder's archaeological services are required in support of an essential business/service as identified under Schedule 2 of Ontario Regulation 82/20, and amended by Ontario Regulation 223/20. If confirmed essential, then Golder must complete archaeological services in compliance with the following operating requirements outlined under Schedule 3 of Ontario Regulation 82/20:

- i) Applicable laws including Occupational Health and Safety Act (Ontario) and the regulations made under it, and
- ii) The advice, recommendations, and instructions of public health officials, including any advice, recommendations or instructions on physical distancing, cleaning, or disinfecting.

To comply with these operating requirements Golder has practices and procedures in place to mitigate the spread of COVID-19 during fieldwork, which includes but is not limited to all staff traveling in separate vehicles at all times, staying in single occupancy hotel rooms (if overnight accommodations are required), and maintaining social/physical distancing of a least 2 m between people at all times, including while conducting fieldwork. The costs associated with these additional COVID-19 safety measures have been taken into consideration for this proposal.

This proposal has taken into consideration certain efforts required due to the COVID-19 pandemic, but it is acknowledged that the full impacts of the COVID-19 pandemic are still not apparent. The proposed scope of services, cost, and schedule do not consider additional potential impacts caused by COVID-19 beyond what has been described in the proposal. Any adjustments required due to any additional impacts to accommodate COVID-19 related concerns, including but not limited to; additional travel restrictions, delays, economic interruption, supply chain issues, or any governmental guidance, will require an equitable adjustment in scope, schedule and cost.

## **Closure**

We trust that this proposal meets with your approval. Our Authorization to Proceed and Consulting Services Agreement for completing archaeological studies is attached and forms part of this proposal. To proceed with this work, please sign the attached agreement then return it to our office.

Yours truly,

**Golder Associates Ltd.**



Michael Teal, M.A.  
*Associate, Senior Archaeologist*



Bradley Drouin, M.A.  
*Associate, Senior Archaeologist*

MT/BD/ly

Attachments: Authorization to Proceed and Consulting Services Agreement

[https://golderassociates.sharepoint.com/sites/117146/project files/1 proposal and project management/p19132370 \(revised\)\\_stage 1aa\\_rj burnside\\_huron twp.19 june 2020.docx](https://golderassociates.sharepoint.com/sites/117146/project%20files/1%20proposal%20and%20project%20management/p19132370%20(revised)_stage%201aa_rj_burnside_huron%20twp.19%20june%202020.docx)

Township of Huron Kinloss ("Client") and Golder Associates Ltd. ("Golder") agree that the following terms and conditions will apply to any services, including subsequent services and changes, (collectively "Services") to be provided by Golder relating to Proposal No. P19132370, dated June 19, 2020 (collectively the "Agreement"):

1) **Standard of Care.** Services performed by Golder will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professionals currently practicing under similar conditions in the same locality, subject to the time limits and financial, physical or other constraints applicable to the Services. No warranty, express or implied is made.

2) **Invoices and Payment Terms.** Unless otherwise specified in the proposal, Golder will submit monthly invoices to Client and a final bill upon completion of Services. Client shall notify Golder within ten (10) days of receipt of invoice of any dispute with the invoice and the parties shall promptly resolve any disputed items. Full payment is due prior to delivery of Golder's final deliverable. Payment on undisputed invoice amounts is due upon receipt of invoice by Client and is past due thirty (30) days from the date of the invoice. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month (18% per annum), or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then Golder shall have the right to suspend or terminate all Services under this Agreement, without prejudice or penalty. Client will pay all reasonable demobilization and other suspension or termination costs. Client agrees to pay all legal and collection costs incurred by Golder in pursuit of past due payments. Where the cost estimate for the Services is "not to exceed" a specified sum, Golder shall notify Client before each limit is exceeded, and shall not continue to provide Services beyond such limit unless Client authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without Client authorization as long as the total limitation is not exceeded.

3) **Changes.** Client and Golder recognize that it may be necessary to modify the scope of Services, schedule, and/or cost estimate proposed in this Agreement. Such changes shall change the Services, schedule, and/or the cost, as may be equitable under the circumstances. If after a good faith effort by Golder to negotiate modifications to the scope of Services, schedule, and/or cost estimate, an agreement has not been reached with the Client, then Golder shall have the right to terminate this Agreement, without prejudice or penalty, upon written notice to the Client.

4) **Delays and Force Majeure.** If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous waste materials or conditions are encountered, Services under this Agreement may be delayed. Client shall not hold Golder responsible for damages or delays in performance caused by acts or omissions of Client, its subcontractors, governmental authorities, regulatory agencies, civil or labour unrest, acts of God, nature, or terror, disruptions of the Internet, Golder's electronic, telecommunications or hosting services or any other events that are beyond the reasonable control of Golder. In the event of any such delay, the contract completion date shall be extended accordingly and Client shall pay Golder for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labour and material escalation, and extended overhead costs, attributable to such delays. Delays in excess of thirty

(30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

5) **Independent Judgments of Client.** If the Services include the collection of samples and data, then Golder's performance of the Services is subject to Client's assumption of all Subsurface Risks (such risks being more fully described in Article 12), Subsurface Risks). Golder will not be responsible for the independent conclusions, interpretations or decisions of Client, or others, relating to the Services. Under no circumstances do Golder's Services include making any recommendation, or giving any advice as to whether Client should or should not proceed with any transaction regarding any site related to the Services. Client assumes all responsibility and risk associated with decisions it makes based on the Services.

6) **Indemnification**

a) **Indemnification by Golder.** Golder agrees to indemnify Client and its officers, directors, and employees from and against all claims, damages, losses or expenses (including but not limited to reasonable legal fees) arising from personal injury, death, or damage to third-party property to the extent that all claims, damages, losses or expenses are finally determined to result directly from Golder's negligence. Such indemnification, as limited by Article 7) Limitation of Liability, shall be Client's sole and exclusive remedy against Golder.

b) **Indemnification by Client.** To the fullest extent permitted by law, Client shall defend, indemnify and hold Golder (and its parent, subsidiary and affiliate entities, subcontractors, and consultants, and their respective officers, directors, agents and employees) harmless from and against any and all actual or alleged claims, damages (including incidental, consequential, indirect and special damages), losses and expenses (including but not limited to all penalties, attorneys' fees, fines and administrative or civil sanctions, and court and arbitration costs), including but not limited to claims by third parties, arising out of, related to, or resulting from (i) bodily injury or property damage, (ii) economic loss; (iii) investment decisions of Client or third parties in reliance upon Golder's Services, and/or (iv) the acts, errors or omissions of Client, its employees, agents, contractors and subcontractors or others. Provided however, that the foregoing obligations to indemnify and hold harmless shall only apply to the extent such claims, damages, losses, and expenses exceed Golder's limitation of liability as set forth in Article 7 of this Agreement. To the fullest extent permitted by law, such indemnification shall apply regardless of any Golder breach of contract, tort (including negligence), strict liability or any other breach of an obligation or duty under this Agreement or applicable law and whether or not the claim has merit. This provision shall survive Golder's completion of the Services and any termination or expiration of this Agreement.

7) **Limitation of Liability.** Client agrees to limit the liability of Golder, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("Golder Group") to Client, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from Golder's acts, negligence, errors or omissions, such that the total aggregate liability of the Golder Group to all those named shall not exceed Fifty Thousand Dollars (\$50,000) or Golder's total fee for the Services rendered under this Agreement, whichever is greater. Neither party shall be



responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, loss of data or any other special, indirect, consequential or punitive damages.

8) **Insurance.** Golder maintains insurance coverage with the following limits:

- a) Workers' Compensation (statutory limits)
- b) Automobile Liability: \$1,000,000
- c) Commercial General Liability:
  - Each Occurrence: \$1,000,000
  - Policy Aggregate: \$2,000,000
- d) Professional Liability Insurance
  - Any One Claim: \$1,000,000
  - Policy Aggregate: \$3,000,000

9) **Professional Work Product.** The Services provided by Golder are intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates and all electronic media prepared by Golder are considered its professional work product (the "Documents"). Golder retains all rights to the Documents. Client understands and acknowledges that the Documents are not intended or represented by Golder to be suitable for reuse by any party, including, but not limited to, the Client, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether Client's or otherwise, without Golder's prior written permission. Any reuse unauthorized by Golder will be at Client's sole risk.

10) **Data and Information.** Client shall provide to Golder all reports, data, studies, plans, specifications, documents and other information ("Project Information") which are relevant to the Services. Golder shall be entitled to rely upon the Project Information provided by Client or others, and Golder assumes no responsibility or liability for the accuracy or completeness of such or the impact any inaccurate Project Information may have on Golder's Services.

11) **Right of Entry.** Client will provide for the right of entry for Golder, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If Client does not own the site, Client must obtain permission and execute any required documents for Golder to enter the site and perform Services. It is understood by Client that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

12) **Subsurface Risks** - Special risks, including but not limited to injury to underground structures or utilities and unavoidable contamination, occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geological, geotechnical, geochemical, hydrogeological and other conditions that Golder interprets to exist between and beyond sampling points may differ from those that actually exist.

13) **Disposal of Samples, Materials and Contaminated Equipment.** All samples obtained pursuant to this Agreement remain the property and responsibility of Client. Uncontaminated soil and rock samples or other specimens may be disposed of thirty (30) days after submission of the directly related work product, due pursuant to the proposal. All contaminated samples, materials and equipment (containing or potentially containing hazardous constituents), including, but not limited to soil cuttings, contaminated purge water, and/or other environmental

wastes obtained pursuant to this Agreement remain the property and responsibility of Client and shall be returned to Client for proper disposal. Alternate arrangements to assist Client with proper disposal of such equipment, materials and/or samples may be made at Client's direction and expense.

14) **Control of Work and Job-Site Safety.** Golder shall be responsible only for the activities of its employees and subcontractors. Golder's Services under this Agreement are performed for the sole benefit of the Client and no other entity shall have any claim against Golder because of this Agreement or the performance or non-performance of Services hereunder. Golder will not direct, supervise or control the work of other consultants and contractors or their subcontractors. Insofar as job site safety is concerned, Golder is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve Client or any other consultants or contractors from their responsibilities for maintaining a safe job site. Golder shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site.

15) **Public Responsibility.** Golder will endeavour to alert Client to any matter of which Golder becomes aware and believes requires Client's immediate attention to help protect public health and safety, or which Golder believes requires Client to notify others, or to otherwise conform with applicable codes, standards, regulations or ordinances. If Client decides to disregard Golder's recommendations in these respects, (i) Golder shall determine in its sole judgment if it has a duty to notify public officials, and (ii) Golder has the right to immediately terminate this Agreement upon written notice to the Client and without penalty.

16) **Notification and Discovery of Hazardous Materials.** Prior to commencing the Services and as part of Project Information defined in Article 10), Data and Information, Client shall furnish to Golder all documents and information known to Client that relate to past or existing conditions of the site and surrounding area, including the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials or subterranean utilities. Golder may rely on such information and documents. Client hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed Golder. Client recognizes that hazardous materials or suspected hazardous materials may be discovered on the project site property or on surrounding properties.

17) **Termination.** Either party may terminate this Agreement as a result of a material breach of the other party if the other party does not commence and continue to cure the breach within thirty (30) days of receipt of written notice of the breach from the non breaching party. In the event of termination, Golder shall be paid for Services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. Golder may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Golder in completing such analyses, records and reports.

18) **Intellectual Property.** To the extent that the Services involve Golder providing Client with the right to use or access proprietary Golder software, programs, information management solutions, hosting

services, technology, information or data ("Golder Products"), Golder grants Client during the term of the project a non-exclusive, non-transferable, non-assignable license to use the Golder Products for Client's internal purposes, solely in connection with the Services. Except for this limited license, Golder expressly reserves all other rights in and to the Golder Products. To the extent that the Services involve Client providing Golder with the right to use or access proprietary Client software, programs, technology, information or data ("Client Product"), Client grants Golder a perpetual, non-exclusive, non-transferable, non-assignable, royalty free world-wide license to use and access the Client Product as necessary to provide Client with Services. Golder shall own all Intellectual Property (as hereinafter defined) associated with the Services and the Golder Products together with any modifications, updates or enhancements to said Intellectual Property and grants no right or license to such Intellectual Property to Client except as expressly provided in this Agreement. Client conveys to Golder any interest in any such Intellectual Property rights that, notwithstanding the foregoing, would otherwise be deemed by law to vest in Client. "Intellectual Property" includes patents, patent applications, trademarks, trademark applications, copyrights, moral rights or other rights of authorship and applications to protect or register the same, trade secrets, industrial rights, know-how, privacy rights and any other similar proprietary rights under the laws of any jurisdiction in the world. Golder may use and publish the Client's name and give a general description of the Services rendered by Golder for the purpose of informing other clients and potential clients of Golder's experience and qualifications.

19) **Electronic Information.** Client acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility and therefore Client cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, Golder's hardcopy shall prevail.

20) **Miscellaneous**

a) This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.

21) **Authorization to Proceed.** By signing below, Client hereby authorizes Golder to proceed with the Services as outlined in the proposal (referenced above) and in accordance with this Agreement, which includes terms relating to **payment, limitation of liability, insurance and indemnity**, among many other important provisions. Client also represents that any "purchase order" type document which Client may issue subsequent to executing this Agreement, shall be for administrative or accounting convenience only, and that any terms or conditions attached thereto shall not apply, and that all services shall be solely governed by the presently executed agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, as of the date and year first set forth above.

GOLDER ASSOCIATES LTD.

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Proposal No.: P19132370

Proposal Date: June 19, 2020

b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

c) Client acknowledges and agrees that Golder can retain subconsultants, who may be affiliated with Golder, to provide Services for the benefit of Golder. Golder will be responsible to Client for the Services and work done by all of its subconsultants and subcontractors, collectively to the maximum amount stated in Article 7) Limitation of Liability. Client agrees that it will only assert claims against and seek to recover losses, damages or other liabilities from Golder and not Golder's affiliated companies. To the maximum extent allowed by law, Client acknowledges and agrees it will not have any legal recourse, and waives any expense, loss, claim, demand, or cause of action, against Golder's affiliated companies, and their employees, agents, officers and directors.

d) No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.

e) All representations and obligations (including without limitation the obligation of Client to indemnify Golder in Article 6) and the Limitation of Liability in Article 7) shall survive indefinitely the termination of the Agreement. Client acknowledges that it may not use Golder's name or any reference to the Services in any press release or public document without the express, written consent of Golder.

f) Any provision, to the extent found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.

g) All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of Ontario, unless the law of another jurisdiction must apply for this Agreement to be enforceable.

h) All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing via facsimile machine, e-mail, regular mail, hand delivery or express courier addressed to Client or Golder, as the case may be, at the addressee set forth below in regard to the Client, and as listed on the Proposal in regard to Golder, with postage thereon fully prepaid if sent by mail or express courier.

Township of Huron Kinloss

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address Invoices to: \_\_\_\_\_