



Stantec Consulting Services Inc.
200 East Carrillo Street, Suite 101
Santa Barbara CA 93101-2137

October 7, 2024

Project/File: 184031368

Mr. Guy Savage

General Manager
Los Olivos Community Services District
P.O. Box 345
Los Olivos, CA 93441

Dear Mr. Guy Savage,

Reference: Request for Proposal – 30% Design for LOCSD Connection to City of Solvang

Los Olivos Community Services District has requested a proposal including scope and budget for the Preliminary Design Services for the wastewater connection from the southern LOCSD point to the City of Solvang's wastewater infrastructure.

Project Understanding

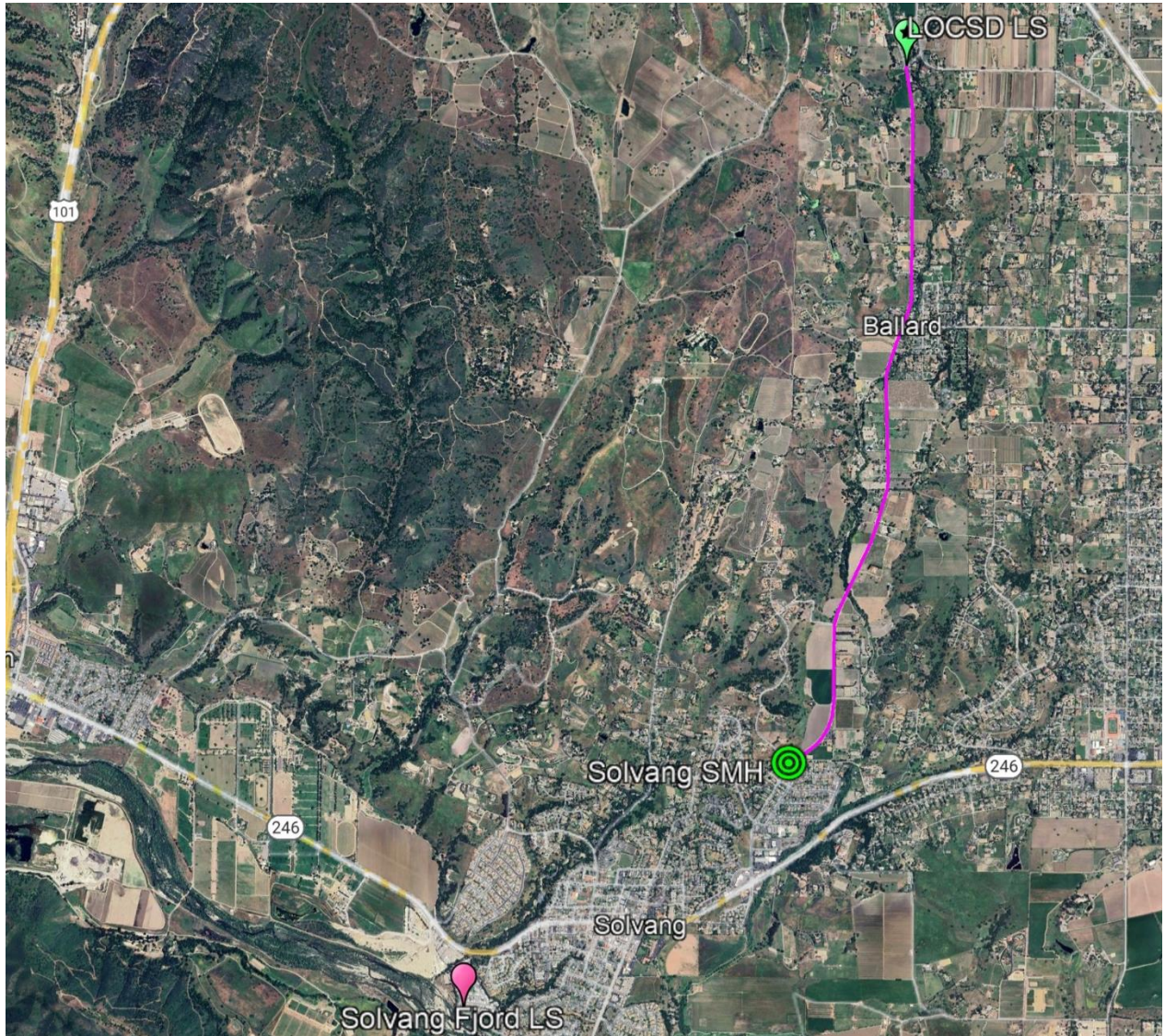
In 2022, Stantec developed Task Order No. 1 – Loading study and Task Order No. 2 – Feasibility Study and Preliminary Design (design plans). Task No. 1 provided estimated flows from existing to buildout for the community of Los Olivos. Task No. 2 involved preliminary design for the collection and treatment system for the community of Los Olivos. The design included septic to sewer conversions of multiple lots in the Special Problems Area of Los Olivos including a gravity wastewater collection system to convey untreated wastewater to a centralized wastewater treatment facility sited at various locations. The sewer shed for the community of Los Olivos' collection system, as shown on the design plans, terminated at a sewer lift station (LOCSD LS) located at the intersection of Alamo Pintado Road and Santa Barbara Avenue in the community of Los Olivos.

As an alternative to the centralized wastewater treatment facility, owned and operated by LOCSD, the scope of this proposal will design a sewer lift station and sewer force main to connect from LOCSD to the City of Solvang's wastewater collection system for treatment and disposal at the Solvang's Wastewater Treatment Plant (WWTP). The proposed point of connection (POC) to the City of Solvang is assumed to be an existing sewer manhole located near the intersection of Ladan Drive and Alamo Pintado Road across from Sunny Fields Park, as shown Figure 1 below. The POC will need to be confirmed as part of our scope of work. The estimated sewer force main length from LOCSD LS to connection point with the City of Solvang is approximately 18,000 feet or 3.4 miles.

There have been multiple studies done regarding annexing communities such as Los Olivos into the City of Solvang wastewater system. One such study, Los Olivos Wastewater System Preliminary Engineering Report developed by AECOM in 2013, stated that a connection to Solvang would go against the Santa Ynez Valley Community Plan because wastewater connections between jurisdictional agencies is growth inducing. The study estimated costs for a connection to Solvang around \$13.1 million.

Reference: Request for Proposal – 30% Design for LOCSD Connection to City of Solvang

Figure 1: POC and Force Main Alignment



According to the 2021 Sewer Master Plan, the City of Solvang’s wastewater collection system consists of 31 miles of gravity sewer mains and two sewer lift stations that provide wastewater services for 10,230 customers. The wastewater is conveyed to Solvang’s WWTP via the Fjord sewer lift station and sewer force main below the Santa Ynez River. Further investigation of Solvang’s collection system including the Fjord sewer lift station is included in our scope.

This proposal assumes the following:

- Approval from the Santa Ynez Valley Board of Supervisor and Local Agency Formation will be required for a wastewater connection to the City of Solvang. This will be addressed by LOCSD after completion of this scope and deliverables, which can be used for negotiations.

Reference: Request for Proposal – 30% Design for LOCSD Connection to City of Solvang

- Memorandum of Understanding or User Agreements with Solvang will be coordinated by LOCSD. This can be completed chronologically independently of this 30% design.
- LOCSD will provide City of Solvang for existing infrastructure capacity information and confirmation for where this 30% design should tie-in to the Solvang infrastructure. Stantec can help with coordination.
- Authorization will be provided for work to begin October 1, 2024, and be substantially completed in 2024 to avoid cost escalations starting January 2025. A start delay will require a fee adjustment to account for staff rates in 2025.

Tasks and Description of Work

We understand the following scope of work will be required for this project:

1 Project Management

Stantec will provide an experienced, trained project manager to lead the project and act as the key point of contact for the Stantec team. The project management task will include the following key sub-tasks:

1. General project coordination and communication
2. Management of scope, schedule, and budget to ensure project is progressing as planned.
3. Preparation of monthly progress reports and invoices to LOCSD and participation in teleconferences throughout the project (including schedule and budget updates)
4. Attend a site walk with LOCSD ahead of the preliminary design.
5. Conduct scheduled progress meetings (kickoff meeting and review meetings at the 30% design stage)
6. Coordination of internal quality control and quality assurance of the deliverable documents to the LOCSD
7. Project closeout activities and final delivery and approval of the project

Stantec will invite key staff members to participate in the kick-off and design review meetings with the LOCSD. We will have staff members versed in the various disciplines of public works for which this scope of work entails. Participation in meetings with the LOCSD will be part of the project management task.

Deliverables (Electronic to LOCSD PM):

- Meeting Agendas and Notes
- Project Reports and Invoices
- Project Schedule

2 Utility Research and Base Mapping

Stantec will use the County topography as a background map for the 30% design plans.

Reference: Request for Proposal – 30% Design for LOCSD Connection to City of Solvang

Stantec will perform a record search utilizing available record drawings information from utility companies in the area. Using the USA Dig Alert database and our contacts with the various agencies, we will request available as-built data, and request information on existing facilities and available future planned projects in the area that may potentially impact the proposed construction schedule.

We will plot the utility information received to prepare the utility base map. All information received from utility providers will be submitted to the City for record keeping. This basemap will help to dictate the best alignment for the sewer force main.

Deliverables:

- Utility information will be included as part of the 30% design submittal.

3 Technical Memorandum

Taking into consideration the existing capacity of the City of Solvang's sewer infrastructure (to be provided by LOCSD in coordination with the City), Stantec will develop a hydraulic analysis to properly design the sewer wet well, pumps, and sewer force main and document equalization flow requirements from LOCSD, if necessary. Stantec will develop a technical memorandum to document the results of the hydraulic analysis and provide recommendations with presumptive power requirements for the sewer lift station. Site layout, wet well location and arrangement are assumed to be like the existing Task Order No. 2 30% design, except for flow equalization storage, if needed. New electrical, instrumentation, and controls development is not included in this scope. That level of detail is appropriate for subsequent design submittals.

Deliverables:

- Draft Technical Memorandum for review and comment.
- Final Technical memorandum (incorporating comments) will be included as part of the 30% design submittal.

4 30% Design Documents

Stantec will prepare the 30% design drawings and a budgetary Opinion of Probable Construction Costs (OPCC) based on our experience and previous projects. The 30% design drawings will be conceptual in nature to assess the feasibility of the concept and provide information suitable for the OPCC. Stantec assumes the following sheets: (1) Title Sheet; (1) Notes Sheet; (1) Site Map and Sheet Index, (19) Plan Sheets; (1) Sewer Lift Station Site Plan, (1) Sewer Lift Station Piping Sections and Details, (3) Detail Sheets, (1) Plan Specifications sheet.

The plan drawings will be prepared on 24"x36" sheets with a plan scale of 1" = 40'. We will not include a profile since the County topo that we will be using as a basemap is not accurate enough to be used for profiling. The existing gravity utilities (storm and sewer) will be noted on the plan view. The proposed sewer force main will be able to adjust vertically above or below the existing utilities as needed which will be noted in the details.

The design effort will include the following:

Reference: Request for Proposal – 30% Design for LOCSD Connection to City of Solvang

1. Develop design base drawings using AutoCAD 2019
2. Perform a site visit to verify all surface features on the base drawing.
3. Develop and draft preliminary design (30%). Preliminary design includes site design of sewer lift station, layout of pipeline alignments, pipe material and diameter, connection points, bridge crossing, and details.
4. Provide QA/QC on preliminary design.
5. Submit 30% Design Drawings and Opinion of Probable Construction Costs.

We will submit draft PDF files to the LOCSD Project Manager for review of proposed alignments and tie in locations.

We will meet virtually with the LOCSD project manager to discuss the LOCSD's review and comments. The LOCSD will provide one set of compiled comments. All comments (agreed upon by LOCSD and Stantec) will be incorporated into the final submittal of the 30% design.

Deliverables:

- Draft 30% Design Plans and Opinion of Probable Construction Costs.
- Final 30% Design Plans and Opinion of Probable Construction Costs.

SERVICES NOT INCLUDED

The following services and all other services not specifically listed herein are excluded:

1. Governmental and public agency map checking fees.
2. Field topographic surveying services
3. Preparing and filing Corner Records or maps of any kind.
4. Setting boundary or right-of-way monuments.
5. Sub-surface utility detection or potholing services.
6. Title Company reports, services and fees.
7. Final construction documents.
8. Engineering support during construction and construction administration.
9. Construction management services (change order, pay applications, dispute management and cost control).
10. Geotechnical services.
11. Environmental services including but not limited to biological studies, noise, archeological, etc. Stantec is happy to provide an additional scope of work for this work if needed.
12. County of Santa Barbara Permits.
13. Permit preparation and/or processing.
14. Traffic control plans.
15. Permit fees.
16. Services not listed herein.

Reference: Request for Proposal – 30% Design for LOCSD Connection to City of Solvang

Proposed Fee

Based on our understanding of your requirements and our experience with similar projects, the estimated not to exceed fee for this scope of services is **\$54,000**.

We have estimated the cost of our services based on our understanding of the scope and complexity of the work. During the performance of the services, the need for additional or expanded services may be determined, which will immediately be brought to the LOCSD's attention. We will make every reasonable effort to keep you informed of our progress and costs incurred through the course of the work.

Attached is the fee summary broken down by tasks for reference. Stantec reserves the right to reallocate budget between tasks, if necessary, provided the overall total is not exceeded.

Schedule

Here is our proposed schedule for this project:

- Draft Technical Memorandum- 3 weeks after the Notice to Proceed
- LOCSD Review of Draft Technical Memorandum- 2 weeks
- Final Technical Memorandum- 2 weeks after comments are received from LOCSD
- Draft 30% Design Plans and Opinion of Probable Construction Costs- 4 weeks after Final Technical Memorandum is submitted
- LOCSD Review of Draft 30% Design Plans and Opinion of Probable Construction Costs- 3 weeks
- Final 30% Design Plans and Opinion of Probable Construction Costs- 3 weeks after comments are received from LOCSD

Authorization

If you have any questions on this proposal, please give me a call at (805) 308-9158. If this proposal is acceptable, please sign the authorization below and I can send the Professional Services Agreement for your signature. The Professional Services Agreement template is attached for your review.

Regards,

STANTEC CONSULTING SERVICES INC.

Carrie Poytress P.E.
Senior Technical Leader
Phone: (805) 308-9158
carrie.poytress@stantec.com

Reference: Request for Proposal – 30% Design for LOCSD Connection to City of Solvang

By signing this proposal, Los Olivos Community Services District authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the _____ of _____, _____.
Day Month Year

Per: _____
Client Company Name

Print Name & Title

Signature



FEE ESTIMATE - LOCSD Connection to the City of Solvang

	<i>Project Manager</i>	<i>Senior Civil Engineer</i>	<i>EIT</i>	<i>Expenses</i>
Name	Poytress, Carrie	Zukowski, Jonny	Kasman, Gabrielle	
Project Billing Rate (T&M)	\$263	\$250	\$196	\$1.05
Total Units (T&M)	36	64	144	293.33
Total Fee (T&M)	\$9,468	\$16,000	\$28,224	\$308

	Hours	Labour	Expense	Total
Total	244	\$53,692	\$308	\$54,000

Task	Task Name	Units			
1	Project Management	24			293.33
2	Utility Research and Base Mapping		8	24	
3	Technical Memorandum	4	16		
4	30 Percent Design Documents	8	40	120	

	Hours	Labour	Expense	Total
	24	\$6,312	\$308	\$6,620
	32	\$6,704	\$0	\$6,704
	20	\$5,052	\$0	\$5,052
	168	\$35,624	\$0	\$35,624

SCHEDULE OF BILLING RATES – 2024

Billing Level	Hourly Rate	Description												
3	\$128	Junior Level position <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods, and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience												
4	\$135													
5	\$152													
6	\$158	Fully Qualified Professional Position <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience												
7	\$172													
8	\$179													
9	\$187	First Level Supervisor or first complete Level of Specialization <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience												
10	\$196													
11	\$210													
12	\$222	Highly Specialized Technical Professional or Supervisor of groups of professionals <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short- and long-range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience												
13	\$231													
14	\$250													
15	\$263	Senior Level Consultant or Management <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience												
16	\$280													
17	\$289													
18	\$290	Senior Level Management under review by Vice President or higher <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience												
19	\$300													
20	\$311													
21	\$330													
Survey Crews		<table border="1"> <thead> <tr> <th>Crew Size</th> <th>Regular Rate</th> <th>Overtime Rate</th> </tr> </thead> <tbody> <tr> <td>1-Person</td> <td>\$240</td> <td>\$295</td> </tr> <tr> <td>2-Person</td> <td>\$365</td> <td>\$475</td> </tr> <tr> <td>3-Person</td> <td>\$490</td> <td>\$655</td> </tr> </tbody> </table>	Crew Size	Regular Rate	Overtime Rate	1-Person	\$240	\$295	2-Person	\$365	\$475	3-Person	\$490	\$655
Crew Size	Regular Rate	Overtime Rate												
1-Person	\$240	\$295												
2-Person	\$365	\$475												
3-Person	\$490	\$655												

Expert Witness Services carry a 50% premium on labor. Overtime may be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase.



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective January 1, 2024 (the "Agreement Date") by and between:

"Client"

Name: Client Company Name
Address: Client street address, including city, prov/state and zip or post code
Phone: Phone Number extension here or delete
Representative: Client representative and title Email: Email Address

"Stantec"

Name: Choose Stantec entity and click OK button
Address: street address
Phone: Phone Number extension here or delete
Representative: representative and title Email: Email Address

Project Name (the "Project"):

Enter project location and number

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff within 28 days of receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make electronic payment of the invoices, the details of which can be obtained or verified by contacting ar@stantec.com.

Unless expressly defined in the scope of work attached to this Agreement, the Services do not include any services related to lawsuits, arbitrations, mediations, government enforcement actions, or freedom of information requests ("FOI"). The Client agrees to compensate Stantec on a time and materials basis at rates two times (2x) those identified in Stantec's current rate table if Stantec is required to respond to a FOI, subpoena, serve as a witness, or prepare for or attend a deposition, examination for discovery, trial, arbitration, or mediation arising out of the Project or related to a legal proceeding to which Stantec is not a named defendant.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits, or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as or be an employee of the Client.

TERMINATION: Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations, and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the Services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities, or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup, or related costs.

In the prosecution of work, Stantec will take reasonable precautions to avoid damage to subterranean structures or utilities. However, it is the responsibility of the Client to provide Stantec with assistance in locating underground structures and utilities in the vicinity of any construction, exploration, or investigation. Stantec shall also rely upon third party sources in order to determine the existence and location of any underground structures and utilities of any kind. The Client acknowledges and agrees that Stantec may rely on such third-party advice, so long as such third party is, in Stantec's opinion, a reasonable source for such information, without any requirement that Stantec shall make an independent evaluation or investigation of such underground structures and utilities. In the event that the information supplied by third parties is incorrect, the Client acknowledges that Stantec shall not be responsible for any damages done to any such underground structures or utilities. If neither party can confirm the location of such structures and utilities, the Client agrees to accept all liabilities, costs, expenses and damages, whether direct, indirect, economic, punitive, incidental, special, exemplary or consequential, associated with the repair, replacement or restoration of any damages to such structures and utilities caused by Stantec or its subcontractor(s) or subconsultant(s) in the performance of the Services and the Client agrees to defend, indemnify and hold Stantec harmless from any such damages.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws, and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes, and regulations of government agencies, including federal, state, provincial, municipal, and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations, and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment, or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractor's bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify, and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers, or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

In no event shall Stantec's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon, or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify, and hold Stantec, its officers, employees, consultants, and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed, and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec 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 agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions, or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Agreement Date noted above.

Client Company Name

Choose Stantec entity and click OK button

Name and Title of signor IF NOT KNOWN
select delete to clear this field for
printing.

Print Name and Title

Name and Title of signor

Print Name and Title

Signature _____

Signature _____

Name and Title of signor IF NOT KNOWN
select delete to clear this field for
printing.

Print Name and Title

Name and Title of signor

Print Name and Title

Signature _____

Signature _____



**PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT "A"**

Attached to and forming part of the Agreement BETWEEN:

Client Company Name

(Hereinafter called the "Client")

- and -

Choose Stantec entity and click OK button

(Hereinafter called "Stantec")

EFFECTIVE: January 1, 2024

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above-described Agreement.

SERVICES: Stantec shall perform the following Services:

[Click and enter in any format the details you wish to use to express Scope of Services]

(Hereinafter called the "Services")

CONTRACT TIME: Commencement Date: [enter a date or statement of when the work will commence]

Estimated Completion Date: [enter a date or statement of estimated time of completion]

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

[Click and enter in any format fee and/or compensation details]

An eight percent (8%) flat rate disbursement (FRD) recovery charge will be applied to the Stantec fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film, and report materials; communications expenses (e.g., faxes, office and cellular/mobile phones, and other devices); office expenses (e.g., postage, couriers, equipment, common software and other supplies); staff local mileage/kilometrage; and archive maintenance. As this is an FRD, no supporting document will be provided with invoices.

Project specific charges, such as subconsultants; travel, accommodations, and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased, or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year

percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

**ADDITIONAL
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

[Click and insert additional items. If none, type 'No additional conditions' or similar wording.]

**ADDITIONAL
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Rate Table

Click here, if there are additional attachments enter them here, if no additional attachments hit Delete button and backspace once to end list above.

If attaching Insurance Certificate, IF REQUESTED, click here, type 'Insurance' and hit F3 button or Tab to insert the Insurance note, then delete the Insurance Requirements below. If not attaching certificate, select and delete this ROW.

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.