



PRIVATE AND CONFIDENTIAL

The Municipality of Tweed
c/o Ryan Reid
255 Metcalf Street,
Tweed, Ontario
K0K 3J0

Via email: rreid@tweed.ca

March 19, 2024

RE: SERVICE PROPOSAL AND SCOPE OF SERVICES AGREEMENT - 869 MARLBANK ROAD, TWEED, ONTARIO

Specialized Onsite Services Inc. (“SOS”) is pleased to provide you (the “Client”) with this proposed Scope of Services Agreement (the “Agreement”) describing the services we can provide in connection with the removal of one (1) Underground Fuel Storage Tanks (UFST) and one (1) Aboveground Fuel Storage Tank (AFST), and any associated piping. Following exhumation of the UFST soil sampling will be conducted within the tank nest location as per the applicable regulations.

Please review this Agreement and sign, date and return it to SOS indicating that you agree to these terms and conditions. This Agreement will be effective as of the “Effective Date” indicated with your signature on the last page of this Agreement.

SITE DESCRIPTION

- (1) This Agreement contains rates to provide certain contracting, environmental assessment and consulting services at the “Site” identified below:

SITE: 869 MARLBANK ROAD, TWEED, ON

DISCUSSION OF SITE DETAILS

- (1) The subject site is the municipal roads yard located in Tweed, Ontario.
- (2) Located on the property is one (1) UFST that is presumed to be empty but has not been confirmed and one (1) AFST that will be emptied prior to removal from the site.

SCOPE OF SERVICES AND ESTIMATED COST

- (1) By signing this agreement you agree that SOS will provide the following “Services” subject to the terms and conditions of this Agreement. All information utilized to create this estimate was derived from information provided by the Client. Any services required outside of this estimate will be quoted under separate cover.

Task 1 – Preparation and Physical removal of the UFST

- Call for an underground service locate to map out and identify any gas lines, hydro lines, bell lines (fibre optics) or city utilities such as water line or sewer hook ups;
- Tag and lock out any electrical source (if any) that may impede the excavation and removal of the underground storage tank;
- Walk machinery onto site, protect asphalt driveway with plywood if required;
- Carefully excavate any surface material to expose the underground storage tank;
- Investigate the interior of the UFSTs for any product and/or liquid remaining;
- If liquid is encountered within the tanks, the material will be required to be removed; **(Cost for this work shown in Item A)**
- Continue to excavate around the underground storage tank;
- Remove associated piping from the underground storage tank;
- Repair foundation wall and waterproof (if necessary);
- Assemble rigging onto the UFST for exhumation of the tank;
- Once safely above ground, remove any excess dirt from the tanks and inspect for any means by which the contents of the tanks may have escaped;
- Transport the existing UFST and AFST for cleaning prior to being disposed of at licensed facility;
- Prepare a report and photographs showing the exhumation of the UFSTs.
- Provide a report letter to the TSSA for their files.

TOTAL = \$9,600.00

Task 2 – Verification Sampling and Technical Reporting

- Following the excavation of the Tanks, a qualified representative (QP) will examine the former Tanks locations for visual and olfactory evidence of potential petroleum hydrocarbon contamination. Confirmatory soil sampling will be conducted in accordance with the Ministry of Environment (MOE) Guidance on Sampling and Analytical Methods for Use at Contaminated Sites in Ontario (Section 4.1) and the Technical Standards and Safety Authority (TSSA) Environmental Management Protocol. It is proposed that two (2) soil samples from the floor of excavation and two (2) from the sidewalls be collected from the excavation area of each tank, plus one (1) ground water sample if applicable. A total of nine (9) samples will be potentially collected and submitted for analysis.
- The client and the TSSA will be provided with a written report within ten (10) business days of receipt of all laboratory data.

- Soil analytical results will be compared to the MECP's Table 3 of the "Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act", April 15, 2011.
- The final report will present a synthesis of the data obtained from the proposed investigation.

TOTAL = 2,500.00

A) In the event that product remains in the Tanks, a generator number will be required from the Ministry of Environment for the implementation of a vacuum truck to remove the product the UFST and have it disposed of, the cost of which is \$400. The total cost of this activity is determined dependant on the amount of product remaining in the UFST. **Vacuum truck costs are \$225.00 per hour with a 4 hour minimum charge.** The time involved in pumping the product from the Tanks, transporting, and disposing of the product at a qualified facility is typically 6 hours. **The cost to dispose of the product at a licensed facility is approximately .55 cents per litre and a 20% environmental surcharge on waste only plus a daily washout cost of \$400.**

A minimum fee of 4 hours and 650 Litres is charged on every service call.

B) Mandatory Inspection services provided by the TSSA, to review the report and photographs showing the tank exhumation work as wells as the environmental report signed by the QP. Regular service is 30 days for inspection services with an initial fee **\$850.00** per submission. Any additional inspection services (site visit) as determined necessary by the TSSA to satisfy their records, will be billed separately on a time and material basis, and are the sole responsibility of current owner of the property at the time of billing.

TOTAL ESTIMATED COST TO COMPLETE TASKS 1 and 2 as well as TSSA fee is
\$12,950.00 plus HST

Note: If we encounter contaminated soil, a meeting will be arranged with the Qualified Person (QP - Environmental Engineer), discussing remediation options of the contamination on site. In the event remedial soil excavation is required proposed activities and rates for remediation will be provided under a separate cover.

ESTIMATED COST

(1) SOS estimates that the Services can be completed for **\$12,950.00** (the "Estimate"). The Estimate does not include HST, which will be added by SOS to the invoice. The Estimate is an estimate only, provided by SOS in good faith and based on SOS's present knowledge of the scope and difficulty of Services involved. SOS makes no representation, warranty, covenant or guarantee regarding the actual cost of completing the Services or any additional engineering and consulting services or other work which may be required by SOS or any other person in connection with the remediation of the Site.

(2) SOS commits and agrees that any additional costs over and above the quoted price charged to the Client will not exceed the Estimate without the Client's prior approval.

PAYMENT ARRANGEMENTS

- (1) The Client agrees to pay SOS according to the following payment arrangements:
- 25% of the estimated costs prior to the start of the project;
 - The remainder of the total estimated cost is to be paid following receipt of invoice; and
 - Payment can be made by: cash, cheque, electronic e-transfer, or Visa and MasterCard (subject to 3% surcharge)
 - Finalized reporting will be exchanged for final payment.

CONDITIONS

- (1) Both parties acknowledge and agree that the Services proposed to be performed by SOS, and the Estimate provided by SOS, are conditional on the following assumptions, information, and instructions:
- (a) The information provided by the Client which forms the basis for this Agreement is accurate and complete to the best of the knowledge of the Site.
 - (b) The exact volume and size of the UFST is unknown as well as the quantity of any residual liquid that may be present. It is presumed to be a 2500 L tank.
 - (c) The client is to have the AFST emptied prior to arrival on site.
 - (d) The client is responsible for backfilling the excavation.
 - (e) All laboratory analysis will be requested on a standard turnaround time (TAT) of five (5) to seven (7) business days. The Client hereby agrees without the need for further amendment to the Estimate or this Agreement, that a three (3) day laboratory analysis TAT would incur a 25% surcharge, a two (2) day laboratory analysis TAT would incur a 50% surcharge, and a 24 hour laboratory analysis TAT would incur a 100% surcharge.
 - (f) SOS will use best efforts to deliver the final report to the Client following receipt of all laboratory data in a timely manner.
 - (g) SOS may modify the Services and/or modify the Estimate if such assumptions, information, or instructions are not true and complete or are modified by the Client.

CONFIDENTIALITY

- (1) This Agreement and all other information and materials prepared by SOS and provided to or discussed with SOS, as well as all business, proprietary, technical, and procedural information developed by or pertaining to SOS, is confidential and proprietary information (“**Confidential Information**”) of SOS. The Client will not disclose any Confidential Information of SOS to any other person, and will not use any Confidential Information for any other purpose other than the specific purpose contemplated by this Agreement (for evaluation purposes by the Client), without the prior written consent of SOS.

THANK YOU FOR CONTACTING SOS TO PROVIDE THESE SERVICES. PLEASE INDICATE YOUR AGREEMENT WITH THE TERMS AND CONDITIONS SET OUT HEREIN BY SIGNING BELOW AND RETURNING A SIGNED COPY TO SOS BY HAND, OR BY EMAILING INFO@SOSERVICES.CA. PLEASE KEEP A COPY FOR YOUR RECORDS.

SINCERELY,

SPECIALIZED ONSITE SERVICES INC.
MIKE DULMAGE, PROJECT MANAGER

AGREED TO THIS ____ DAY OF _____, 2024, THE “**EFFECTIVE DATE**” BY:

PRINT FULL LEGAL NAME OF INDIVIDUAL OR CORPORATE CLIENT:

SIGN:

PRINT NAME: _____

PRINT TITLE (IF SIGNING ON BEHALF OF A CORPORATION): _____