October 4, 2017
MTE File No.: 37588-200

Canadian Baseball Hall of Fame
C/o Marklevitz Architects Inc.
Attention: Megan Schaff
516 Huron Street
Stratford, Ontario
N5A 5T7

Dear Ms. Schaff,

Re: Proposal for Engineering Services
New Building Addition, Canadian Baseball Hall of Fame, St. Mary’s

Thank you for providing MTE with this opportunity to quote on engineering services. We look forward to the opportunity to work with you on this project.

**MTE’s Understanding**

From the information provided and discussed, we understand that this project involves a new building addition and upgrades to the existing parking area at Canadian Baseball Hall of Fame. The facility is located on Church Street South in St. Mary’s, Ontario. MTE’s role in the project will include the detailed site engineering and grading design in the area of the proposed addition for site plan approval. A master grading plan and drainage assessment of the entire facility including the baseball fields has also been request by the Town of St Mary’s as part of the site plan approval with a submission deadline of March 31, 2018. Marklevitz Architects Inc. will coordinate site plan application submission.

**MTE’s Experience**

Since 1985 MTE Consultants Inc. has provided design services for private and public organizations across southwestern Ontario. Clients including (but not limited to) architects, project managers, design-build groups, private institutions and municipal governments, have retained MTE for our value-added approach and technical expertise. We are fully versed in the site development process, including providing environmental cleanup, site servicing and grading designs, and stormwater management plans.
MTE’s Proposed Scope of Work

Based on our understanding of the site and the process, we envision the following sequence of events through the life of the project:

DESIGN DEVELOPMENT

Topographical Survey and Base Plan Preparation
A topographical survey is required to verify existing features in the area of the proposed addition and supplemental survey information will be collected in areas of the existing baseball areas for the grading and drainage assessment. It is noted this topographic survey information in the area of the addition was collected last week as requested.

Site Grading and Servicing Engineering Design
Using the localized topographic survey information, the final Site Plan and the legal survey plan, the required site servicing and grading plans and specifications will be designed for the area of the addition in accordance with the Ontario Building Code and the Town of St. Mary’s design guidelines. A geotechnical report may also be required to be provided to MTE to confirm the soil composition, load bearing capacity and water table elevation.

The proposed grading of the site will respect the existing site features and ensure adequate site drainage is achieved. Erosion and Sediment control specifications will be included on the drawing for the new work area.

All construction notes and instructions will be included on the drawings. Our fee proposal includes one minor revision per the owner’s review.

Master Grading Plan and Drainage Assessment (T&M)
The Town of St Mary’s has requested a review of the existing grading and drainage conditions for the entire Canadian Baseball Hall of Fame facility including the baseball diamonds. Once the supplemental survey information is received MTE will review the existing grading plans and drainage structures to assess the functionality and suggest areas of improvement, if required. Discussion and recommendations will be reported in a stormwater management brief.

CONSTRUCTION SERVICES

On-Site Works Inspection and Certification (T&M)
The Town of St Mary’s and the Ontario Building Code requires the Design Engineer to certify that the site servicing and grading has been completed in accordance with the approved engineering drawings. In order to provide these certifications to the
municipality, periodic site works inspections and an as-recorded survey must be completed to ensure that the site has been constructed properly. To complete these inspections, we require at least 48 hours’ notice prior to the site work commencing.

This fee proposal includes for one (1) inspection during the course of construction.

**Final Certifications and As-Recorded Drawing**
As part of the site plan agreement process and to release the securities for the development, The Town of St Mary’s may require a final inspection, an as-constructed survey (redline, not digital) and final certification letters for site servicing, and site grading.

**MTE’s Fee Proposal**
MTE’s fees for the scope of work as outlined herein are provided in the following table. Variable Costs such as meetings and Expenses are identified as budget estimates only and will be billed as incurred.

<table>
<thead>
<tr>
<th><strong>Design Development</strong></th>
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<tbody>
<tr>
<td>Topographical Survey and Base Plan Preparation</td>
<td>$3,500</td>
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<tr>
<td>Site Grading and Servicing Engineering Design</td>
<td>$2,900</td>
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<tr>
<td>Master Grading Plan and Drainage Assessment (T&amp;M)</td>
<td>$5,000</td>
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<thead>
<tr>
<th><strong>Construction Services</strong></th>
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<tbody>
<tr>
<td>On-Site Inspection (1) (T&amp;M)</td>
<td>$500</td>
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<tr>
<td>Final Certifications and Red Line Drawing (Allowance if required)</td>
<td>$1,500</td>
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</tbody>
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**TOTAL BUDGET FEE FOR CIVIL ENGINEERING SERVICES** $13,400

All fees exclude H.S.T. and all application and review agency fees.

Expenses are estimated at **$555** and will be charged in accordance with the following table:

<table>
<thead>
<tr>
<th><strong>Schedule of Reimbursable Expenses</strong></th>
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<tbody>
<tr>
<td>In-house Disbursements (including printing, plotting, photocopies, courier, telephone, consumables)</td>
<td>4% of Fees</td>
</tr>
<tr>
<td>Out of Pocket Expenses (e.g. meals, field supplies, lodging, other project specific expenses)</td>
<td>Cost + 10%</td>
</tr>
<tr>
<td>Subconsultant’s Fee</td>
<td>Cost + 10%</td>
</tr>
<tr>
<td>Travel</td>
<td>$0.55/km</td>
</tr>
<tr>
<td>Contract Printing (Reports, contract drawings, and documents)</td>
<td>Cost + 10%</td>
</tr>
</tbody>
</table>
MTE's Timing
Once we receive confirmation of assignment, we are prepared to begin work on this project immediately. MTE will commit the necessary resources to meet the project timelines.

In Conclusion
We trust the foregoing proposal encompasses the work you will require on this project. If the proposal is satisfactory and you are in agreement with the attached Standard Terms and Conditions, please sign below and initial the attached Standard Terms and Conditions.

We would like to take this opportunity to thank you for considering MTE. We are excited at the prospect of working with your team on this project.

If you have any questions concerning this proposal, please contact the undersigned.

Yours truly,

MTE CONSULTANTS INC.

[Signature]

Montana Wilson, M.Eng, P.Eng, PMP
Civil Manager

1cc: Trevor McNeil, MTE Consultants Inc.
SIGNED AUTHORIZATION TO PROCEED

I hereby authorize MTE Consultants Inc. to proceed with the work program outlined in the above proposal for the civil and survey work at the Canadian Baseball Hall of Fame in St. Mary’s (estimated fee $13,400 estimated expenses $555); and the attached Standard Terms and Conditions.

Signed   Dated
Terms of Payment: MTE Consultants Inc. (MTE) fees, reimbursable expenses, and applicable taxes (HST/GST, etc.) will be billed monthly for the work completed to date. All invoices are payable upon receipt. Interest at 1.5% per month (19.56% per year) shall be paid on the total unpaid balance, commencing 30 days after the date of the invoice.

Standard of Care: MTE’s services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services, and under the same or similar circumstances and conditions. MTE makes no other warranties, express or implied, with respect to the services rendered hereunder.

Timing: This proposal expires and is null and void after 60 days. If this proposal is accepted, these terms and conditions remain in full force and effect for the duration of the project. No amendment or waiver of these terms and conditions shall be binding unless in writing and executed by the parties hereto. No waiver of any of these terms and conditions shall constitute a waiver of any other term or condition, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

Termination: The Client may at any time, upon seventy (7) calendar day’s written notice to MTE, suspend or terminate the services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, MTE shall perform no further services other than those reasonably necessary to close out the project. If the Client fails to pay MTE within 30 days after submission of an invoice or the Client changes significantly the requirement for services, MTE may terminate this agreement by notice in writing to the Client. In the event of suspension or termination of the project by either MTE or the Client the terms and conditions herein shall remain in full force and effect notwithstanding such termination and the Client shall pay MTE for all services performed including reimbursable expenses, fees, and applicable taxes, whether or not such amounts have been billed to the Client prior to such termination.

Change in Services: The Client may, upon reasonable written notice to MTE and MTE’s written acceptance, amend the requirements for the services forming the subject of this agreement. In the event of any change accepted by MTE that requires additional staff, services, time or costs, the Client shall be responsible for the payment of same in accordance with the terms and conditions herein.

Ownership: The copyright in all documents including but not limited to drawings, reports, calculations, specifications, and other material generated by MTE is the sole property of MTE. The Client shall have a non-exclusive, royalty-free licence to use the documents for the purpose of completing the project. The Client shall not use the documents otherwise than for the purpose of execution of the project. The Client authorizes MTE to use project related materials for promotional or educational purposes pursuant to a confidentiality agreement upon request. MTE retains the rights to the technology associated with any testing and research conducted. Client shall defend, indemnify, and hold MTE harmless from and against any claims, losses, liabilities and damages arising out of or resulting from the Client’s unauthorized use, reuse, alteration or destruction of the documents.

Digital Data: MTE reserves the right to restrict or refuse access to all digital data produced by MTE. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided to the Client are for informational purposes only and are not intended as an end-product. MTE makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive and all claims against MTE and MTE’s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. In the event the Client requests transfer of digital data to a third party, that third party will be required to enter into a digital data agreement with MTE, in MTE’s form.

Force Majeure: MTE shall not be responsible for delays caused by factors beyond MTE’s reasonable control. When such delays beyond MTE’s reasonable control occur, the Client agrees that MTE shall not be responsible for damages, nor shall MTE be deemed in default of this Agreement.

Limitations of Liability: With respect to the services performed by MTE, the Client agrees that the total liability in the aggregate, of MTE and its officers, directors, employees, agents and consultants (who shall collectively be included in the definition of "MTE" for purposes of this section), whether arising under this agreement, contract, tort, negligence, statutory liability or other legal theory, shall be limited to the direct and actual money damages effectively incurred by the Client, and in any event such liability shall not in the aggregate exceed the total fees paid to MTE for services rendered under this agreement, regardless of the number of claims. In no event shall MTE be liable for special, indirect or consequential damages, including but not limited to any claim for loss of profit, even if MTE has been notified of the possibility of such damages, and the Client hereby waives any claim or recourse against MTE for such damages. The Client agrees that it will not bring any claim or notify MTE of any claim or claim against any other party for damages occasioned by the negligence of the Client or his employees, agents or consultants in their personal capacity. Each of MTE and the Client shall indemnify and save harmless the other party from and against all claims, actions, losses, expense, costs, or damages that the other party may incur as a result of the negligence or willful acts or omissions of the other party or its officers, directors, employees, agents or consultants in the performance of this agreement and the services hereunder, subject to the limitations set forth in this section.

Responsibilities of the Client: The Client shall:

a) Instruct MTE fully as to the Client’s requirements and make available to MTE all relevant information, MTE requires, including design objectives, spare parts lists or equipment, site requirements, product specifications. MTE shall be entitled to rely upon the accuracy and completeness of all such information and data furnished through the Client or other consultants engaged on the project;

b) Give MTE, in advance, plans of the Client’s agent in all matters falling within the scope of MTE’s services, or where the Client is an architect or agent acting on behalf of the owner, cause the owner to give MTE such authority;

c) Review and respond promptly to all requests for approval and information submitted by MTE;

d) Obtain and pay for, where the Client is an architect or agent acting on behalf of the owner, cause the owner to obtain and pay for, all consents, approvals, and permits from authorities having jurisdiction;

e) Notify MTE immediately, where any Client or its agents, employees, or consultants, becomes aware of a defect or deficiency in the work, or contract documents;

f) Fully disclose information of possible environmental contaminants and buried utilities, or where the Client is an architect or agent acting on behalf of the owner, cause the owner to fully disclose such information;

g) Identify in writing all information the Client requires to maintain confidentiality;

h) The Client is responsible for obtaining permission for MTE to access the property for the purpose of completing the project and properly and fully carry out the agreement.

Privacy: The Client understands and agrees that any personal information we may collect that is pertinent and necessary to the effective and proper conduct of our business may be used for this expressed intent. MTE is committed to protecting the privacy and confidentiality of any personal information provided. Personal information is handled according to MTE’s Privacy Policy for the collection, use and disclosure of personal information and the Client hereby consents to the collection and use of such information in accordance with MTE’s Privacy Policy.

Assignment: The Client shall not assign this agreement without the express written permission of MTE, which permission may be arbitrarily withheld.

Governing Law: This agreement shall be governed by the laws of the Province of Ontario.

I hereby acknowledge having read and understood the terms and conditions herein and accept such terms

END OF STANDARD TERMS AND CONDITIONS