

September 24, 2024

CAPREIT Limited Partnership
11 Church Street, Suite 401
Toronto ON M5E 1W1

Attn: Adam Sharkawy, Sr. Director, Engineering and Project Management

Email: a.sharkawy@capreit.net

Re: Carlton Park Gardens – 10851 – 10991 Mortfield Road, Richmond
Exterior Siding Replacement - PO Increase No.1
PO # 8502654

Sense's Project No. 23vR134A

Dear Adam,

As per email discussions dated September 20, 2024, we have adjusted our PO fees below to capture the Construction Review and Contract Administration fees as required to cover the remaining estimated construction duration for the Exterior Siding Replacement at Carlton Park Gardens. Note that we have accounted for the remaining amount on the existing PO. Please kindly revise **PO #8502654** to reflect the additional fees below.

LN	Service	Current Fee (Included in Original PO)	Amount Billed to Date	Additional Requested Fee
1	Design	\$6,800.00	\$6,800.00	-
2	Assistance with Tender	\$900.00	\$900.00	-
3	Permit Application	\$4,000.00	\$837.38	(\$2,000.00)
4	Services During Construction (\$2,500/two weeks)	\$15,000.00	\$12,500.00	\$7,500.00
5	Additional Site Visits (\$800/visit)	\$2,400.00	\$1,600.00	\$4,800.00
6	Reimbursable Expenses – Design & Tendering	\$250.00	\$250.00	-
7	Reimbursable Expenses – During Construction	\$675.00	\$600.00	\$900.00
	Total Increase in PO			\$11,200.00

Our fees are based on an 18-week construction schedule and the “Services During Construction” and “Conditions of Assignment” from our proposal, dated September 6, 2023. Our fees will be billed on a bi-weekly basis for Services During Construction (i.e., construction review and contract administration services) and on a per site visit basis for Additional Site Visits. Although we will exercise contract conditions to encourage the contractor to meet the proposed schedule, it is ultimately the contractor’s responsibility to meet the proposed schedule.

Should you have any questions or concerns regarding our review, please feel free to contact us at the numbers below.

Yours truly,
Sense Engineering



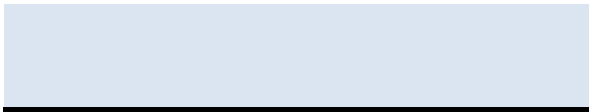
Kieran Bjornson, EIT.
Project Manager (604) 319-5661



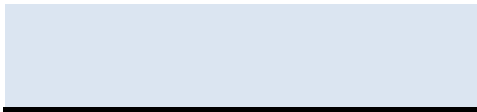
Nichole Brackett, M.Eng., P.Eng.
Project Principal (604) 374-5643

Attachments:

1. *Sense Proposal for Exterior Siding and Window Replacement Consulting Services (dated September 6, 2023)*



Approved by CAPREIT



Date



September 6, 2023

Canadian Apartment Properties REIT
11 Church Street
Toronto, ON M5E 1W1

**Attn: Tonia Kagiannis, Senior Director,
Capital Planning & Administration**

Email: t.kagiannis@capreit.net

**Re: Carlton Park Gardens
10851 - 10991 Mortfield Road, Richmond
Proposal for Exterior Siding and Window Replacement Consulting Services**

Sense's Proposal No. P23vR416

Dear Tonia,

Thank you again for considering us to provide consulting services in connection to the exterior wall and window repairs at Carlton Park Gardens. We take pride in our comprehensive and practical approach to the repair of building components and are confident that you will appreciate the guidance we provide.

We look forward to the opportunity to continue to work with you at these buildings.

1.0 BACKGROUND

Carlton Park Gardens consists of several three-storey buildings with apartment units, as well as a recreation centre. The recreation centre is clad with painted wood siding and has single-glazed metal windows. Construction of the complex was reported to have been completed circa 1971/1972.

Sense Engineering completed a Building Condition Assessment report, dated October 24, 2022, which budgeted for replacement of the siding and windows at the recreation centre in 2024.



Recreation Centre

The City of Richmond will likely require that the new wall assemblies comply with current building code requirements including energy requirements. This may require the installation of additional exterior insulation. Our design fees allow for upgrades to the wall assembly to account for new exterior insulation, but do not include whole building energy modelling, if required.

2.0 REQUIREMENTS

We understand you would like the following Consulting Services for your upcoming recreation centre siding and window replacement project:

- design (i.e. specification and drawing preparation);
- tendering to qualified contractors;
- assistance with obtaining building permit, and
- services during construction (i.e. construction review and contract administration services).

3.0 SCOPE AND FEES

Our proposed scope of services is attached. Our fees for these services would be as follows:

SERVICE	FEE	
DESIGN	\$6,800	
ASSISTANCE WITH TENDERING	\$900	
PERMIT APPLICATION (BUDGET)	\$4,000	
SERVICES DURING CONSTRUCTION (ASSUMES 1 SITE VISIT EVERY TWO WEEKS)	\$2,500/ TWO WEEKS	X 6
ADDITIONAL SITE VISITS	\$800/VISIT	X 3
REIMBURSABLE EXPENSES FOR DESIGN AND TENDERING ¹	\$250	
REIMBURSABLE EXPENSES FOR SERVICES DURING CONSTRUCTION ¹	\$75/WEEK	X 9

¹ Reimbursable expenses include document reproduction, equipment, travel and courier costs. Government imposed sales taxes are in addition to our fees and expenses. The fees presented in this proposal are valid for 6 months from the date of issue.

Our fee assumes that the bid documents will be promptly reviewed with any editorial changes and/or clarifications being requested within 30 days of issuance of the bid documents. If the time frame extends beyond this, or additional revisions are needed, we will notify you and bill our additional fees on a time basis.

We will ask for a copy of previous hazardous materials test reports, as required by WorkSafeBC when work will disturb existing materials. If no reports are available, we will coordinate testing on your behalf, but you will be required to retain the hazardous materials testing consultant directly.

The amount of time required to obtain a building/development permit varies depending on the municipality's submittal requirements. Unfortunately, since requirements change frequently and between individual municipal personnel, our time cannot be accurately predetermined. Therefore, we will work on a time basis for this aspect of the project and have provided a budget. This budget includes time to prepare and submit the permit application, as well as to coordinate third-party consultants (e.g., architect, land surveyor, arborist, landscape designer) if required by the municipality, although you will be required to retain the third-party consultant directly. We will endeavor to keep our time and costs down and we will let you know if it appears that we may exceed this budget. Our estimated fees do not include any third-party consultant's fees or the municipality's charges for permits.

Our fees for Services During Construction would be billed on a monthly basis. We will also provide project start-up and close-out services on a time basis, if these services are required outside of the contractor's construction schedule. Once the contractor pricing and construction duration are known, we will provide an updated budget for our fees.

4.0 TIMING

Once we receive authorization to proceed, we will contact you to request relevant previous reporting and building drawings and to schedule our site visit. After our site visit, we will require four weeks to issue our bid documents and specifications based on current capacity, which is subject to change. We will confirm our availability and provide a detailed schedule for the work, including key milestones, once authorized to proceed.



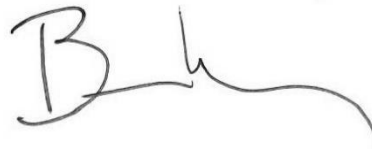
Thank you for requesting this proposal and considering *Sense Engineering*. If this proposal meets your needs and you would like us to proceed, please complete the sign-back box below, return it to our office, and we will then contact you within the next business day to discuss next steps.

Should you have any questions, please feel free to contact us at the numbers below. We look forward to working with you again!

Yours truly,
Sense Engineering



Nichole Brackett, M.Eng., P.Eng.
 Project Manager (604) 374-5643



Brennan Vollerling, M.A.Sc, P.Eng, LEED AP
 Founding Principal (604) 365-3664

Sense Engineering is hereby authorized to proceed as per this proposal. This proposal includes a Scope, Fees, and Conditions included in this proposal. Authorization to proceed is based on review and acceptance of all parts of this proposal, unless marked and initialed by both parties, as otherwise.

AUTHORIZED BY:

COMPANY: CAP Reit LP
NAME (PRINT): Nick Savino, VP, Operations Services
SIGNATURE: 
DATE: Sept 21, 2023

AUTHORIZED SCOPE:

- ☐ DESIGN
- ☐ TENDERING
- ☐ BUILDING PERMIT
- ☐ SERVICES DURING CONSTRUCTION

BILLING INFORMATION:

LEGAL ENTITY NAME: _____
BILLING ADDRESS: _____

PURCHASE ORDER NUMBER / CLIENT REFERENCE: _____
INVOICE REMITTANCE EMAIL ADDRESS: _____



Attachments:

1. Scope of Work – Design
2. Scope of Work – Tendering
3. Scope of Work – Building Permit
4. Scope of Work – Services During Construction
5. Conditions of Assignment



SCOPE OF WORK - DESIGN

1.0 PRE-DESIGN

Prior to preparing drawings and specifications (referred to as the design), we will discuss the following with you:

Establish Routes of Communication: Discuss the preferred method and frequency of communication between you and *Sense Engineering*.

Site Visit and Document Review: Review the building and review original drawings and past reporting to gain a better understanding of the construction and known problems.

Confirm the Scope: Review the proposed scope of work with you to confirm that the desired scope is understood. Optional scope items may also be discussed, including how they can best be incorporated into the design.

Obtain Hazardous Materials Assessment: Coordinate a hazardous materials consultant to provide a hazardous materials assessment report. The consultant may recommend physical samples of building materials that will be disturbed by the work be tested for hazardous materials (such as asbestos or lead). Depending on the level of hazardous materials detected, controlled abatement protocols may be required during construction, to meet WorkSafeBC requirements. You will be required to retain the hazardous materials consultant directly.

Project Schedule: Based on our knowledge of current market activity and your preferences, develop a schedule for design completion, project pricing, funding and construction.

2.0 PREPARATION OF SPECIFICATIONS AND DRAWINGS

A draft of the design package will be forwarded to you for your review and comment. The package will include the following:

Scope of Work: A section that summarizes the intent and scope of the work.

Bid Form: An itemized pricing form that breaks the scope into smaller parts and is filled out by contractors during the tender period. This form will help us evaluate the pricing and related budgetary risks of each contractor and will also aid in accurate certification of payment during construction. The form will also include a section for optional work items so you and *Sense Engineering* can evaluate if good value is returned on investment.

Technical Specifications: Specification sections will be prepared for the various materials that are to be incorporated into the work. These sections include approved materials that have a proven track record and specifics on how materials are to be installed so service life is maximized.

Drawings and Details: Plans, elevations, and details (as required), showing where and how the repairs are to be completed. We have assumed that you will provide us with copies of the original building drawings in electronic format, so that they may be used to assist us in preparing the new project drawings. If original building drawings are not available or sufficient for our use, additional fees may be required to obtain copies of the drawings from the authority having jurisdiction.

We will incorporate any comments by you and finalize the design, so it is ready for pricing from contractors.



3.0 PROJECT MANAGEMENT TASKS

While preparing the design, the following project management tasks will be carried out:

Discussions with Contractors: Discuss the project with contractors to confirm how best to maximize value on investment and so we are aware of staging/timing issues that may be of concern.

Management Updates: Keep you apprised of our progress in meetings, emails or other correspondence as agreed to.



SCOPE OF WORK – TENDERING

We can also assist you with obtaining bids from contractors. We propose the following services:

Attend Bidders Meeting: Attend a bidder's meeting on site and go over the scope with the contractors to help them understand our joint expectations regarding the project.

Any other services will be billed on a time-basis.



SCOPE OF WORK – BUILDING PERMIT

We propose the following consulting services to apply for and obtain a building permit for the project. In accordance with local bylaws, a building permit is required from the City of Richmond before the construction work may commence. We will complete the work below on a time basis.

1.0 PREPARATION

Discussions with City of Richmond: We will discuss the proposed project with the authority having jurisdiction to confirm permit requirements, to help avoid delays in the permit process.

2.0 APPLICATION DOCUMENTS

Prepare Owner Documents: We will prepare authorization forms for you to sign, as required for permit application. The original paper copies of the signed forms will be submitted.

Prepare Engineer-Sealed Documents: We will prepare letters of assurance and construction drawings, signed and sealed by a professional engineer, for submission to the authority having jurisdiction.

Other Documents: If required by the authority having jurisdiction, other documents will be prepared for building permit application. Additional documents may include a concept review by an independent engineer or a scope of work review by an architect. If additional fees for other consultants apply, we will contact you for approval prior to proceeding.

3.0 PERMIT APPROVAL AND CLOSE-OUT

Permit Application Submission: We will submit all required permit application documents to the authority having jurisdiction.

Follow-Up Meetings and Correspondence: While the authority having jurisdiction is reviewing the permit application documents, we will be available to answer any questions they may have regarding the proposed scope of work or the submitted documents.

Obtain Building Permit: Once the application is approved and the permit issued, we will obtain the permit and provide the original copy to the Contractor, to be left on-site during construction. Copies of the issued permit will be forwarded to you and kept by *Sense Engineering*.

Close-Out Building Permit: At project completion, we will provide close-out letters of assurance to the authority having jurisdiction. If required, we will meet on-site with the building inspector to review the completed work.



SCOPE OF WORK – SERVICES DURING CONSTRUCTION

We propose the following consulting services during construction. We would be happy to discuss with you either expanding or reducing the scope to best suit your needs.

1.0 CONSTRUCTION REVIEW

Review Construction: We will complete field reviews to check the work completed by the Contractor for general compliance with the contract documents and applicable building codes. We will summarize each review in a Field Review Report that will be left with or emailed to the Contractor. We will notify the Contractor where work is deficient and, where appropriate, instruct them on how the deficiency should be remedied.

Shop Drawing Review: We will review shop drawings provided by the Contractor for windows to confirm general compliance with the contract documents and the Building Code. Comments on non-compliant design and will be provided to the Contractor and revised shop drawings will be requested, if necessary.

Provide Additional Direction to Contractor: We will provide direction to the Contractor if they are unclear on how the work is to be completed. Instructions will be documented in Field Review Reports, emails, letters, or other appropriate means.

Structural Repair Design During Construction: We will provide direction to the Contractor on how to repair structural components of the building that are exposed and found to be damaged or do not meet Building Code. If the repairs are straightforward, we will not charge for additional design services. However, depending on the number and complexity of the required repair designs, we may charge for the additional design services on a time basis.

2.0 CONTRACT ADMINISTRATION

Prepare Contracts: We will prepare standard CCDC 2 contract documents based on the bid documents for review and signing by the Contractor and you. Contract originals will be forwarded to both the Contractor and you. An electronic copy will be retained by *Sense Engineering* for record purposes.

Certify Contractor Payment: We will review payment applications prepared by the Contractor and recommend revisions where appropriate. Once the application reflects the work completed, we will prepare a certification for payment which will be forwarded to you for payment.

Prepare and Execute Change Orders: Where changes to the Contracts are required, we will prepare change orders and forward them to the Contractor and you for review and signing. We will revise project budgets and schedules to reflect change orders.

Prepare Certificate of Completion: Upon substantial completion of the work, we will prepare and post a certificate of completion, in accordance with the BC Builder's Lien Act.



3.0 PROJECT MANAGEMENT

Chair Meetings: Chair meetings with the Contractor and you, at an agreed frequency, to discuss the progress of the work and issues that may occur. We will document the meetings in minutes and forward copies to the Contractor and you.



CONDITIONS OF ASSIGNMENT

The following terms and conditions (these "Terms") apply to our engagement to provide consulting services:

1. CONSULTANT'S SERVICES

- 1.1. Sense Engineering (the "Consultant"), including all sub-consultants engaged by the Consultant to perform portions of the work which are not within the Consultant's range of services, will provide consulting services (the "Services") as specified in the attached proposal in accordance with these Terms and applicable laws and codes, for the scope of services described, at the locations or work areas indicated in the attached proposal or as otherwise agreed to in writing. These Terms together with the attached proposal (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Client's general terms and conditions of purchase regardless of whether or when Client has submitted its purchase order or such terms. Fulfilment of Client's order does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms.
- 1.2. In performing the Services, the Consultant will provide and exercise the standard of care, skill and diligence required by generally recognized professional and industry standards for similar services at the time and the location in which the Services are performed. The Consultant makes no other warranty whatsoever with respect to the services, including any warranty as to the fitness of the property for a particular purpose, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.
- 1.3. The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, to provide field review for the work completed by the Contractor. Such field reviews are not intended to be an exhaustive check, acceptance, or a detailed inspection of the Contractor's work, but rather are to allow the Consultant to become familiar with the work in progress to determine, in general, if the work is proceeding in accordance with the Contract documents. Any reduction from the level of services recommended by the Consultant will result in increased risk of non-compliance, for which the Consultant shall not be liable.
- 1.4. The Consultant's field review services shall exclude observations related to hazardous materials, environmental contaminants, construction site safety, concealed conditions that are not exposed as part of the Contractor's work, and the spread of communicable diseases/viruses and other matters that are not covered by the Services.

2. FEES

- 2.1. Services in this agreement will be performed for the agreed fee. In the case where no fixed fee is given or additional services are provided, services agreed to by the Client shall be provided for a fee agreed to between the parties or in accordance with the Consultant's hourly fee schedule in effect at that time. Fees indicated do not include government-imposed sales taxes.
- 2.2. If automobile travel is being charged as a reimbursable expense, travel will be charged for the kilometres driven to and from our office. Reimbursable expenses include expenditures by the Consultant incurred in or for the performance of the Services and are subject to a 15% administration fee.

- 2.3. Invoices will be issued for Services completed and are due upon presentation. Overdue accounts are subject to interest charges after thirty days from invoice date at the rate of 1% monthly (12% per annum) calculated on the outstanding balance. The Consultant reserves the right, without penalty, to suspend services, withhold construction documents, or terminate this Agreement in the event of non-payment.

- 2.4. If the Consultant must make changes in completed work for any part of the project for reasons which they do not control, or if the Consultant incurs extra work, cost or expense by reason of any act or matter which they do not control, the Client shall pay to the Consultant a fee for such changes calculated on a time and expense basis, provided that prior to the commencement of such changes or extra work the Consultant shall notify the Client in writing of their intentions to make such changes or to carry out such extra work and that the Consultant shall keep separate cost records.

3. TERMINATION

- 3.1. Either party may terminate this engagement without cause upon thirty days' notice in writing. On termination by either party under this paragraph, the Client shall forthwith pay to the Consultant its charges for the Services performed up to and including the date of termination, including all expenses and other charges incurred by the Consultant to implement such a termination (including but not limited to cancellation costs under subcontracts).
- 3.2. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement by giving seven days written notice, or such other period of time as may be agreed upon between the parties, to remedy the breach. On termination by the Consultant under this paragraph, the Client shall forthwith pay to the Consultant its charges for the Services performed to the date of termination, including all fees and charges.

4. CLIENT'S RESPONSIBILITY

- 4.1. The Client will make available all relevant information or data pertinent to the project which is required by the Consultant. The Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by or on behalf of the Client.
- 4.2. The Client will give prompt consideration to all requests or documents relating to the project submitted by the Consultant and whenever prompt action is necessary, inform the Consultant of their decisions in such reasonable time so as not to delay the services of the Consultant. The Client shall arrange and make provision for the Consultant's entry and ready access to the project site as necessary to enable the Consultant to perform their services.
- 4.3. The Client will give prompt written notice to the Consultant whenever the Client or their representative becomes aware of any deficiencies in Consultant's Services.



- 4.4. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its affiliates, officers, directors, employees, agents, shareholders, sub-consultants, successors and permitted assigns (collectively known as the Consultant) against all claims, damages, liabilities, costs, penalties or other sanctions, including reasonable legal fees, expenses and court costs on a solicitor and own client basis, incurred or sustained by the Consultant based upon or relating to: (i) the Client's negligent acts or willful misconduct; (ii) the negligent acts or willful misconduct of the Client's contractors, subcontractors or consultants (other than the Consultant) or anyone for whom the Client is legally liable; or (iii) any failure by the Client to comply with any applicable federal, provincial, municipal or regional laws, regulations or codes.
- 4.5. The Client agrees that the Consultant is in no way responsible for measures related to the control of communicable disease/virus spread. Upon request, the Consultant may assist the Client with obtaining advice from a qualified person related to recommended measures to control the spread of communicable diseases/viruses.

5. LIABILITY

- 5.1. Notwithstanding anything to the contrary in this Agreement, or otherwise, in no event shall the Consultant be responsible for:
- (a) the failure of a contractor, retained by the Client, to perform the work required in the Project in accordance with the applicable contract documents;
 - (b) the design of or defects in equipment or materials supplied, provided, or required by the Client for incorporation into the Project;
 - (c) any cross-contamination resulting from subsurface investigations;
 - (d) any damage to subsurface structures and utilities which were identified and located by the Client;
 - (e) any Project decisions made by the Client, if the decisions were made without the advice of the Consultant, or contrary to, or inconsistent with, the Consultants advice;
 - (f) any improper operation, unauthorized alteration, or other failure to comply with the Consultant's documentation, recommendation, or advice;
 - (g) any consequential, special, indirect, incidental, exemplary or punitive damages or losses, for loss of profits, revenues, opportunities, or use, or for diminution in value claimed or suffered by the Client, in all cases howsoever arising or based (including if based on or arising from tort) and regardless of the foreseeability or the Consultant having been advised of the possibility of any of the foregoing; or
 - (h) the unauthorized distribution of any document or report prepared by or on behalf of the Consultant for the exclusive use of the Client.
- 5.2. The total liability of the Consultant to the Client under or in connection with this Agreement, including, but not limited to, claims for negligence, negligent misrepresentation and breach of contract, in contract and tort, shall be limited to ten times the fee paid.
- 5.3. The time period for any claim shall be for a period of two years from the date of issuance of the report, date of issuance of the tender documents or date of substantial completion of construction, whichever is applicable the particular matter.
- 5.4. No party other than the Client shall rely on the Consultant's work without the express written consent of the Consultant.

- 5.5. The Client expressly agrees that the individuals engaged by the Consultant shall have no personal liability to the Client in respect of a claim, whether in contract, tort or any other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in any court of law against any of the individuals in their personal capacity.
- 5.6. The Client and other users of this Service expressly agree that they shall have no right to any claim, including personal injury claims, which may arise out of mould, mildew or other fungus or infiltration of precipitation into a building envelope. The Consultant will not be responsible for any damages related to building components outside targeted repair areas, where applicable.
- 5.7. The Consultant's field investigation, laboratory testing, and engineering recommendations will not address or evaluate pollution of soil or groundwater, or other environmental factors beyond what the Consultant is specifically investigating or testing. Where applicable, the Consultant will cooperate with the Client's environmental consultant during the field work phase of their investigations.
- 5.8. Where the Consultant retains sub-consultants required to perform certain services under this agreement, the Client expressly agrees that those sub-consultants are retained for and on behalf of the Client. The Consultant shall have no liability whatsoever for any breach of contract, tort or any other cause of action in law, regardless of whether it was caused by or contributed to by any act or omission of the sub-consultant.
- 5.9. The Client agrees that the Consultant is in no way responsible for the identification, control management, treatment or remediation of any contaminant, toxic, or hazardous substance as defined under applicable law, including, without limiting the generality of the foregoing, any asbestos, lead or silica containing materials. In the event that any contaminant, toxic, or hazardous substance is found, the Client must undertake to deal with the identification, control, treatment and remediation of any such hazardous substance on an expedited basis without relying in any way on the Consultant for such identification, control treatment or remediation. Upon request, the Consultant may choose to assist the Client with obtaining direction from a qualified person for hazardous material identification and abatement. The Consultant shall be indemnified for all damages, or claims caused by pre-existing hazardous substances, or the Client, Contractor, anyone that they are responsible for, or their affiliate's negligent release of a hazardous substance.

6. OWNERSHIP

- 6.1. All data and documents prepared by the Consultant shall be and remain the property of the Consultant, including all intellectual property contained therein. Copies issued to the Client shall be for record purposes only. The Client shall not use or permit use, modification, or replication thereof for any project without the consent of the Consultant.
- 6.2. Should the Client use or permit the use of data or documents prepared by the Consultant, without the Consultant's consent, the Consultant will not in any way be responsible or liable for any damages, claims, or liabilities of any kind.

7. EMERGENCIES

- 7.1. In the event of any construction emergency, which in the opinion of the Consultant requires immediate action in the Client's interests, the Consultant shall have authority to issue such orders and to take such steps for, on behalf of, and at the expense of the Client, as deemed necessary or expedient.



8. MEDIATION AND ARBITRATION

- 8.1. If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty calendar days with the mediator, the dispute shall be referred to and finally resolved by an arbitrator appointed by agreement of the parties.
- 8.2. No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the project or in the business or other affairs of either the Client or the Consultant.
- 8.3. The award of the arbitration shall be final and binding upon the parties.

