

FORM OF AGREEMENT

BETWEEN:

THE UNITED COUNTIES OF LEEDS AND GRENVILLE

(referred to as the "Counties")

AND:

TURNER & TOWNSEND CM2R Inc.

(referred to as the "Supplier")

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

1. Contract Documents

The contract between the parties in respect of:

Project Management Services for Maple View Lodge

is comprised of the following documents, which are collectively referred to as the "Contract":

- (a) this Agreement;
- (b) the Schedule of Deliverables, Rates and Specific Provisions, attached hereto as Schedule 1;
- (c) the Standard Terms and Conditions, attached hereto as Schedule 2;
- (d) the RFP MVL-2019-03 including any addenda, (the "Solicitation Document"); and
- (e) all the documentation submitted by the Supplier in response to the Solicitation Document (the "Supplier's Submission").

2. Interpretive Value of Contract Documents

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

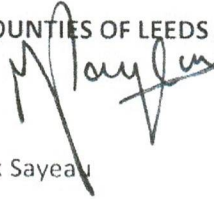
3. Execution

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below.

THE UNITED COUNTIES OF LEEDS AND GRENVILLE

Signature:



Name: Patrick Sayeau

Title: Warden

Date of Signature: November 21, 2019

I have the authority to bind the Counties.

Signature:



Name: Lesley Todd

Title: Clerk

Date of Signature: November 21, 2019

I have the authority to bind the Counties.

TURNER & TOWNSEND CM2R Inc.

Signature:



Name: DOUGLAS McNEILL

Title: DIRECTOR

Date of Signature: 27/11/2019

I have the authority to bind the Supplier.

Schedule 1 – Schedule of Deliverables, Rates and Specific Provisions

A. Description of Deliverables

As described in Appendix D – RFP Particulars of MVL-2019-03 including all Addendums issued during the bid process.

B. Rates and Disbursements

B Maximum Fee

Notwithstanding anything else in the Contract, the total amount payable by the Counties to the Supplier under the Contract shall not exceed five hundred and ninety eight thousand, seven hundred and thirty dollars (\$598,730). Fees will be charged as set out in Annex A to this Agreement

C. Payment Terms

The Supplier will invoice the Counties for fees on a monthly basis in arrears. Any expenses not included within the Supplier fees will be invoiced to the Counties when the expenditure is incurred. Goods and Services Tax and harmonized sales tax payable by the Counties and collectible by the Supplier under the Excise Tax Act (Canada), and any similar value added or multi-staged tax imposed by any applicable provincial or territorial legislation, will be payable where applicable at the rate prevailing at the time of invoicing on fees and disbursements. Payment is due thirty (30) days from the date that the Counties receives the invoice.

D. Counties and Supplier Representatives

The Counties Representative and contact information for the Contract is:

Andy Brown, Chief Administrative Officer
United Counties of Leeds and Grenville
25 Central Ave. West
Brockville, ON K6V 4N6

andy.brown@uclg.on.ca
613-342-3840 ext. 2301

The Supplier Representative and contact information for the Contract is:

Douglas McNeill, Director
Turner & Townsend CM2R Inc.
100 Queen St. Suite 770
Ottawa ON, K1P 1J9

douglas.maeneill@turmtown.com

613-221-9560 ext. 200

E. Term of Contract

The Contract shall take effect on the 11th of November, 2019 (the "**Effective Date**") and shall be in effect until June 30, 2023, with an option in favour of the Counties to extend the term up to an additional 12 months unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law.

F. Specific Provisions

N/A