

FORM OF AGREEMENT

BETWEEN:

THE UNITED COUNTIES OF LEEDS AND GRENVILLE

(referred to as the "**Counties**")

AND:

MILLER PAVING LIMITED

(referred to as the "**Supplier**")

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the parties agree as follows:

A. Description of Deliverables

PW-2025-14 for Micro-Surfacing and Slurry Seal Treatment

Please refer to the PW-2025-14 Solicitation Document.

B. Rates and Disbursements

B.1 Maximum Fee

Notwithstanding anything else in the Contract, the total amount payable by the Counties to the Supplier under the Contract shall not exceed one million one hundred and ninety-one thousand nine hundred and thirty dollars (\$1,191,930.00), excluding HST.

The amount payable is based on the contractual estimated quantities with a revised Provisional amount of \$95,000.00. Any increase or decrease in quantities will be adjusted as per the unit price bid.

B.2 Personnel and Rates

Please refer to the Supplier's Submission for all rates.

C. Counties and Supplier Representatives

The Counties Representative and contact information for the Contract is:

Chad Findlay, Manager of Engineering and Operations
25 Central Ave. W., Suite 100
Brockville, ON, K6V 4N6
T) (613) 802-0411
E) chad.findlay@uclg.on.ca

The Supplier Representative and contact information for the Contract is:

Drew Marshall, General Manager
Miller Paving Limited
281 Hillmount Road
Markham, ON, L6C 2S3
T) (905) 475-6660
E) drew.marshall@msoconstruction.ca

D. Term and Definition of Contract

The Contract shall take effect on the 22nd Day of May, 2025 (the “**Effective Date**”) and shall be in effect for a period of six (6) months from the Effective Date, unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law.

“Contract” has the meaning ascribed thereto in OPSS MUNI 100, November 2019, which applies to the Contract, and for certainly, also includes the “Contract Documents”, as such term is defined therein.

E. Additional Provisions

1. The Supplier shall be subject to a performance evaluation during the course of, and/or at the conclusion of the Contract.
2. In the event that the Supplier fails to perform its obligations under the Contract, the Counties may, in addition to any and all legal and equitable remedies available to it, place the Supplier on probation or suspend the Supplier from participating in future procurement opportunities in accordance with the Counties’ Contractor Performance Policy.

This Agreement may be executed and delivered by facsimile transmission, or scanned and delivered by electronic transmission, and when so executed and delivered, shall 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:

Signature:

Name: Andrea Bolton

Name: Corinna Smith-Gatcke

Title: County Clerk

Title: Warden

Date of Signature: May 22, 2025

Date of Signature: May 22, 2025

I have the authority to bind the Counties. I have the authority to bind the Counties.

MILLER PAVING LIMITED

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Supplier.