

FORM OF AGREEMENT

BETWEEN:

THE UNITED COUNTIES OF LEEDS AND GRENVILLE

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

AND:

G. TACKABERRY & SONS CONSTRUCTION COMPANY 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

Please refer to the PW-2026-04 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 two hundred eighty-five thousand three hundred eighty-seven dollars and sixty cents (\$285,387.60), inclusive of \$6,500.00 Provisional and \$100,000.00 Contingency, plus HST.

B.2 Personnel and Rates

Not applicable.

C. Counties and Supplier Representatives

The Counties Representative and contact information for the Contract is:

Chad Findlay, Manager of Engineering and Operations
T) (613) 342-3840 x2426
E) chad.findlay@uclg.on.ca

The Supplier Representative and contact information for the Contract is:

Kevin Tackaberry, Vice President
G. Tackaberry & Sons Construction Company Limited
P.O. Box 70, 109 Washburn Road
Athens, ON, K0E 1B0
T) (613) 924-2634
E) estimating@tackaberryconstruction.com

D. Term and Definition of Contract

The Contract shall take effect on the 23rd day of April 2026 (the “**Effective Date**”) and shall be in effect until the 31st day of October 2026, 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: Krystin Stitt

Name: Corinna Smith-Gatcke

Title: Interim County Clerk

Title: Warden

Date of Signature: April 23, 2026

Date of Signature: April 23, 2026

I have the authority to bind the Counties.

I have the authority to bind the Counties.

G. TACKABERRY & SONS CONSTRUCTION COMPANY LIMITED

Signature:



Name: *Kevin Tackaberry*

Title: *Vice President*

Date of Signature: *April 7, 2026*

I have the authority to bind the Supplier.