

REGULAR AGENDA – AGENDA 56
CORPORATION OF THE TOWNSHIP OF LAIRD
September 17, 2026, at 6:00 pm
Laird Township Council Chambers

ADDENDUM

8. a. Government Road Bridge Repairs – Geotechnical Investigation for Settlement Analysis of Government Road Bridge, Laird, ON

Recommendation: BE IT RESOLVED THAT Council receive the proposal from TULLOCH Engineering Inc. for a geotechnical investigation and settlement analysis of the Government Road Bridge;

AND THAT Council authorize TULLOCH Engineering to proceed with the investigation on a time-and-expenses basis, as outlined in Proposal P26352-132, at an estimated cost of \$18,365.00, excluding tax, subject to any required change orders being brought back to Council for approval;

AND THAT the Clerk Administrator be authorized to sign the Agreement on behalf of the Township;

AND THAT the completed geotechnical settlement analysis report be presented to Council for review and direction on future bridge repair actions.

9. c. Waste Disposal Site Fall Clean-up – October 17 and 18, 2026 – set dates

Recommendation: BE IT RESOLVED THAT Council sets the Waste Disposal Site Fall Clean-up dates for October 17 and 18, 2026 from 9 to 5 p.m.

9. d. Council Interview Participation – Seasonal Grounds Manager Recruitment

Council consideration of interview participation and delegation of authority to staff to proceed with hiring prior to the next Regular Council Meeting.

Recommendation: BE IT RESOLVED THAT Council delegates authority to staff to proceed with the hiring of the Seasonal Grounds Manager prior to the next Regular Council Meeting, and that the successful candidate be reported to Council at the following meeting.

9. Finns' Bay Road South Road Association – Resignation

Recommendation: BE IT RESOLVED THAT Council receives the resignation of the President, David Sawer and the Vice President/Treasurer, Darlene Sawer, of the Finns' Bay Road Association.



Planners | Surveyors | Biologists | Engineers

September 11, 2026
P26352-132

Township of Laird

3 Pumpkin Point Road,
Echo Bay, ON,
P0S 1C0

Attention: Jennifer Errington | Clerk Administrator

Re: Geotechnical Investigation for Settlement Analysis of Government Road Bridge,
Laird, ON

TULLOCH Engineering Inc. (TULLOCH) is pleased to provide this proposal to conduct a geotechnical investigation for the Government Road Bridge located Laird, Ontario. The scope of work defined below is based on email correspondence and review of information provided by the Client. The scope of work will include the following tasks:

- TULLOCH will complete Ontario ONECALL public utility locates to sweep the proposed borehole locations for public sub-surface utilities in advance of the geotechnical investigation.
- TULLOCH will procure a drilling subcontractor to advance four (4) sampled boreholes, two (2) at each bridge abutment, as follows:
 - Two (2) sampled borehole to a depth of approximately 3.0 m or auger refusal, whichever is less.
 - Two (2) sampled borehole to a depth of approximately 6.1 m or auger refusal, whichever is less.
 - Review of soils information indicates a very thick layer of cohesive soils overlaying deep bedrock that will not be encountered within the proposed depth of drill advancement for this project.
 - Where cohesive soils are encountered, Field Vane Shear Testing conducted in general accordance with ASTM D2573-08 will be completed as required to estimate in-situ undrained shear strength values.
- Four (4) Thin-walled tube samples will be obtained in general accordance with ASTM D1587 within the soft cohesive soils anticipated for project. Provisional pricing has been included in

Table 1 for additional one-dimensional consolidation testing, as required.

- Bedrock coring is considered outside of the scope of this investigation.
- Sampling through overburden will be conducted in 0.76 m intervals within the top 3.0 m and every 1.5 m thereafter in general accordance with ASTM D1586 using a two inch outside diameter split spoon sampler.
- TULLOCH will provide a geotechnical technician to oversee the geotechnical investigation, will log the in-situ soils via the Universal Soil Classification System and will also perform tactile examination and testing where applicable (i.e. pocket penetrometer), and retrieve soil and rock samples for laboratory testing, as required.
 - Upon the completion of each borehole, a groundwater level measurement will be recorded within the open borehole prior to backfilling.
 - Monitoring well/piezometer installation is considered outside of the scope of this investigation
 - After completion of the field investigation, soil samples will be shipped in general accordance with ASTM D4220 to TULLOCH's CCIL-Certified materials testing laboratory, located in Sault Ste. Marie, Ontario. Representative samples will undergo index testing, including natural moisture content, gradation testing, and Atterberg Limits, if cohesive soils are encountered, to aid in determining geotechnical design parameters for the soil conditions encountered during the investigation.
- TULLOCH will provide a geotechnical settlement analysis report that will include a factual data section with digitized borehole logs, laboratory reports, and geotechnical recommendations, including root cause of the settlement issued observed, amount of potential continued settlement, repair recommendation options to mitigate future settlement, and associated construction considerations. The geotechnical report will be sealed by a professional engineer licensed in the Province of Ontario.

A cost estimate to complete the above work is itemized and shown below in Table 1.

Table 1: Cost Estimate

No.	Item	Unit	Quantity	Unit Rate	Cost
1	Planning/Coordination/Locates				
1.1	Ontario ONECALL Utilities Clearances	Hrs.	4	\$ 135.00	\$ 540.00
1.2	Project Management/Sub Management	Hrs.	8	\$ 175.00	\$ 1,400.00
1.3	SUBTOTAL				\$ 1,940.00
2	Drilling Subcontractor				
2.1	Drilling Subcontractor	Est.			\$ 4,100.00
2.2	SUBTOTAL				\$ 4,100.00

3	TULLOCH Field Rates				
3.1	Technician (incl. travel time)	Hrs.	12	\$ 135.00	\$ 1,620.00
3.2	Mileage	Km	80	\$ 0.75	\$ 60.00
3.3	Misc. Field Supplies & Sample Shipping	Est.	1	\$ 100.00	\$ 100.00
3.4	SUBTOTAL				\$ 2,180.00
4	TULLOCH Engineering				
4.1	Geotechnical Memorandum	Est.			\$ 1,645.00
4.2	Geotechnical Settlement Analysis Reporting	Est.			\$ 8,500.00
4.2	SUBTOTAL				\$ 10,145.00
5	GRAND TOTAL (excluding tax)				\$ 18,365.00
6.0	Provisional Items				
6.1	One-Dimensional Consolidation Testing	Each			\$ 1,350.00
6.2	Traffic Control	Daily			\$ 3,000.00

Billing will be conducted on a time and expenses basis contingent on the assumptions and exclusions presented below. If additional effort is required outside of these assumptions and exclusions, a change order will be presented to the Client outlining the additional scope of work and associated costs. All prices exclude tax and are valid for 30 days.

- It is anticipated this work will be executed by our Sault Ste. Marie, Ontario office location.
- TULLOCH will obtain the public Ontario ONECALL locates to sweep borehole locations for public utilities. Borehole locations will be determined in advance of mobilization and adjusted as needed to fit the field conditions.
- Pricing assumes work can be completed Monday to Friday during daylight hours, and there will be no restrictions to working hours. Permission to enter properties to access the borehole locations is the Client's responsibility.
- Pricing does not include delays due to inclement weather or poor winter conditions, such as thunderstorms, significant snowfall, and/or extreme temperatures, etc. Standby rates will be applied as required.
- Pricing assumes a TS-18 Lane Closed (Yield to Oncoming Traffic) (Low Volume Roads) Short Duration traffic control enclosure erected in general accordance with Ontario Traffic Manual Book 7 (2022) will be sufficient to control traffic within the project site during execution of the field investigation. Should additional traffic control effort be required, a Change Order will be submitted to cover the additional costs based on the Provision Item daily rate provided in Table 1.
- Pricing is based on a total drilling production of 18.2 m of overburden.

- If site conditions vary significantly from the assumptions, or if deeper investigation depths are requested by the Client, additional production will be conducted on a time and materials basis.
- Pricing is based on the drilling site being accessible the track-mounted drill rig at the time of arrival; pricing does not include rates for landscaping, tree clearing, or snow removal (if applicable).
 - It is assumed there will be no delays caused by access constraints as a result of a third party, and all parties will be aware of the investigation prior to our site mobilization and will cooperate as required to allow for a relatively smooth and normal operation.
 - Additional permitting, such as but not limited to crossing agreements in ROWs, road cut permitting, or other forms of permitting, will be completed on a time and materials basis.
- Boreholes are to be reinstated with Bentonite Holeplug, soil cuttings, and asphalt cold patch where required. Pricing does not include landscaping services.
- Borehole soil cuttings are to remain on site; if required, pricing can be provided to place excess cuttings in soil drums and left on site. Soil disposal will be the Client's responsibility unless specified otherwise, in which case, additional pricing for soil disposal and testing can be provided.
- It is assumed that the soil encountered is not significantly contaminated and does not require special treatment or storage. If contaminated soils are encountered, TULLOCH will provide additional pricing for the necessary testing required for disposal, as well as placing soil cuttings in drums. A change order will be submitted for laboratory testing and disposal of the contaminated material in an appropriate facility.
- Borehole survey will be conducted via handheld GPS. Elevation data may be extracted from existing topography/survey if available.
- Pricing does not include sampling, testing, or reporting as it pertains to O. Reg. 406/19 Excess Soils Management. This can be provided if deemed necessary at an additional cost.

If this offer is acceptable to you, please respond in writing that this proposed scope of work is approved, and we can begin the work. If you would like to meet with me to clarify and further discuss any aspect of this offer, please call me at 705-789-7851 ext. 412 at your convenience.

Yours sincerely,



Jackson Mercer P. Eng.

Geotechnical Engineering Project Manager
TULLOCH Engineering

AGREEMENT

Between

Township of Laird, hereafter referred to as the *Client*.

and

TULLOCH Engineering Inc., hereafter referred to as the *Engineer*.

Project: Geotechnical Investigation for Settlement Analysis of Government Road Bridge, Laird, ON

Place of Work: Laird, ON

TULLOCH Proposal: P26352-132

Cost Basis: Time and Expenses

Engineer's Contact: Jackson Mercer; Email: Jackson.mercer@tulloch.ca; Phone: 705-789-7851 ext. 412

Client Contact: Jennifer Errington; Email: lairdtownship.ca; Phone: 705-248-2395

The *Agreement Documents* consist of the attached Cover Letter, this Agreement, the Statement of Scope, and the attached Terms and Conditions.

The *Client* accepts this proposal and authorizes the *Engineer* to undertake the assignment as detailed above, subject to approval of task-related work plans.

Signed on behalf of the *Engineer*:

Signed on behalf of the *Client*:



Name: Jackson Mercer

Name: _____

Title: Geotechnical Engineer

Title: _____

Date: September 11, 2026

Date: _____

APPENDIX A

GEOTECHNICAL RATES



TULLOCH Engineering Rate Table

(Effective January 1, 2026)

No.	Classification	Description	Hourly Rate
1	EN1	Engineer/Professional in Training	\$ 135.00
2	EN2	Assistant Project Engineer/Professional	\$ 150.00
3	EN3	Project Engineer/Professional	\$ 175.00
4	EN4	Project Manager	\$ 205.00
5	EN5	Specialist/Supervising Engineer/Professional	\$ 225.00
6	EN6	Specialist/Senior Management	\$ 270.00
7	T1	Project Support Technician	\$ 85.00
8	T2	Junior Designer/Technician	\$ 95.00
9	T3	Intermediate Designer/Technician	\$ 120.00
10	T4	Senior Designer/Technician	\$ 135.00
11	S1	Support Staff	\$ 85.00

APPENDIX B

TERMS AND CONDITIONS

PROFESSIONAL SERVICES TERMS AND CONDITIONS

PART 1 AGREEMENT

1.1 Unless a written agreement is entered into, the Client's acceptance of a proposal, whether written or oral (the "Proposal"), from the TULLOCH company submitting the Proposal ("TULLOCH") or a request by Client for some or all of the services included in the Proposal, constitutes a binding contract between Client and TULLOCH (the "Agreement"). The Agreement incorporates and is subject to these Terms and Conditions and the terms and conditions included in the Proposal, including the description of the services to be provided by TULLOCH (the "Services"). If there is any conflict between the Proposal and these Terms and Conditions, the Terms and Conditions will govern. Any terms appearing on any orders or other documents produced by or on behalf of Client are excluded unless they have been specifically accepted in writing by TULLOCH.

1.2 Each party will advise the other of the person appointed by it to act as its representative, and its representative will have the authority to act on its behalf for all purposes in connection with the Agreement.

PART 2 LAW OF THE CONTRACT

2.1 The law of Ontario, Canada, will govern the interpretation of the Agreement.

2.2 The Client acknowledges receipt of sufficient information from TULLOCH, including information concerning the Fees and Services of the Engineer, so as to allow the Client to assess the nature, extent and cost of the Services of TULLOCH and the obligations which the Client assumes under this Agreement.

PART 3 TULLOCH SERVICES AND RESPONSIBILITIES

3.1 TULLOCH is bound by the legislation governing the Engineering profession in the Jurisdiction. Nothing in this Agreement requires TULLOCH to derogate from obligations prescribed by law that are binding upon TULLOCH.

3.2 TULLOCH will (a) provide the Services in accordance with this Agreement and with the degree of care, skill, and diligence normally provided by engineers in the performance of comparable services in respect of projects of a similar nature to that contemplated by this Agreement; and, (b) reperform any part of the Services at its cost that fail to comply with the above standard, provided that TULLOCH may opt to refund to the Client all amounts paid in respect of such Services if it determines that reperformance is not practical.

3.3 TULLOCH may engage Sub-Consultants to provide the Services. Should the Client reasonably object to a Sub-Consultant engaged by TULLOCH, the Client may request TULLOCH to replace the Sub-Consultant. In this event, the Client will pay all costs resulting from termination and replacement of that Sub-Consultant and the parties will adjust the Fees and time for completion of the Services to take into account the termination and replacement. TULLOCH will coordinate the activities of its Sub-Consultants.

3.4 Subject to Clauses 3.2, TULLOCH is not liable or responsible for (a) the work or products of any third-party contractors or suppliers engaged by or on behalf of Client, including any means, methods, sequences, procedures or techniques used by construction contractors, (b) any goods, equipment or materials procured on behalf of Client, provided that TULLOCH will use reasonable efforts to obtain appropriate warranties from the suppliers of such goods, equipment or materials for Client's benefit, or (c) safety and security at any Client premises or the project site, provided that TULLOCH will comply with all relevant laws and those site requirements relating to safety and security that have been notified to TULLOCH.

PART 4 CLIENT'S RESPONSIBILITIES

4.1 The Client will (a) promptly fulfill all of the Client's responsibilities so as not to impede TULLOCH's orderly performance of the Services, (b) fully advise TULLOCH in writing of the Client's requirements in connection with the Project, including the Project Budget and time constraints of the Client, (c) when requested, make available to TULLOCH all information or data pertinent to the Project which is required by TULLOCH to perform the Services; (d) will act reasonably and in good faith and comply with applicable laws; (e) notify the Engineer whenever the Client or the Client's representative becomes aware of any defects or deficiencies in the Services or the Engineering Documents and (e) obtain required approvals, licences, and permits governmental or other authorities having jurisdiction over the Project so as not to delay TULLOCH in the performance of the Services.

PART 5 INVOICING, PAYMENT AND TAXES

5.1 Unless otherwise provided in the Proposal, (a) Services (including any additional services provided at the request of Client or pursuant to Clause 5.4) and all costs incurred by TULLOCH in connection with the Services (including internal and external costs for obtaining necessary licenses, visas and work permits and legal and accounting advice if the Services are performed outside the Jurisdiction), will be charged to Client in accordance with TULLOCH's schedule of rates, (b) amounts invoiced to Client by TULLOCH are due and payable within the period stated in TULLOCH's schedule of rates or, if not so stated, within 30 days of receipt of invoice by Client, and (c) interest will be paid on past due amounts at the rate stated in TULLOCH's schedule of rates or, if not so stated, at the prime rate quoted by TULLOCH's main bank in the Jurisdiction plus 3%.

5.2 TULLOCH's rates are exclusive of all taxes, duties, royalties, levies and other governmental or regulatory charges, other than taxes on payroll and TULLOCH's net income in the Jurisdiction. If any such taxes, duties, royalties, levies or charges are levied on or applicable to amounts payable to TULLOCH pursuant to the Agreement, they will be borne by Client, and (a) if TULLOCH is required to pay any such taxes, duties, royalties, levies or charges, the amount of such payments will be reimbursed to TULLOCH by Client, and (b) if they are required to be withheld or deducted from amounts payable to TULLOCH, the amounts payable will be grossed up so that

TULLOCH receives the entire amount that is due pursuant to the terms of the Agreement.

5.3 If Client disputes any portion of an invoice, it will pay those amounts that are not in dispute and notify TULLOCH in writing of the reasons for the dispute within 10 days of receiving the invoice. Failure to notify TULLOCH of the dispute within the required time will be treated as acceptance of the invoice. If it is determined that some or all of the amount in dispute should have been paid at the time it was invoiced, then Client will promptly pay such amount, together with interest at the rate set out in Clause 5.1.

5.4 If, other than by reason of a breach of the Agreement by TULLOCH, (a) TULLOCH is required to perform Services in circumstances other than those expressly or reasonably assumed and normally pertaining to services of a similar nature, including any site conditions that were not known to TULLOCH on the date of the Agreement, (b) there is a change in the scope, timing, order or complexity of the Services, (c) there is a force majeure event, or (d) additional costs are incurred as a result of a change in any laws, regulations or rules or the interpretation thereof; then any resulting costs will be borne by Client and TULLOCH will be entitled to such amendments to the Agreement as are fair and reasonable in the circumstances.

5.5 TULLOCH will invoice any work pursuant to clause 5.4 separately at the same time as its monthly invoices and show authority for that work by reference to the corresponding Change Order approved by the Client. The Client will not be responsible for paying for any work not anticipated in the Agreement unless approved by a Change Order.

5.6 If either party to this Agreement submits a Change Order request to the other party, the other party shall either approve or reject the request in writing within 7 days of the request.

PART 6 INSURANCE AND LIABILITY

6.1 TULLOCH will have in effect (a) professional liability insurance of \$250,000 per claim and \$500,000 in the aggregate within any policy year. Coverage will be maintained continuously from the commencement of the Services until completion or termination of the Services and, subject to availability at reasonable cost, for 1 year after completion or termination of the Services, (b) workers compensation coverage in accordance with statutory requirements for the duration of the Project.

6.2 If TULLOCH carries professional liability insurance for amounts greater than those specified in Clause 6.1, such insurance will be available under this Agreement only up to the amount specified in Clause 6.1.

6.3 TULLOCH's liability for claims which the Client has or may have against TULLOCH or TULLOCH's employees, agents, representatives and sub-consultants under this Agreement, whether these claims arise in contract, tort, negligence or under any other theory of liability, will be limited, notwithstanding any other provision of this Agreement to (a) claims brought within the limitation period prescribed by law in the jurisdiction in which the Project is located or, where permitted by law, within 2 years of completion or termination of the Services, whichever occurs first; and (b) reperformance of defective Services by TULLOCH, plus (i) where claims are covered by insurance under section 6.1, to the amount of such insurance; or (ii) where claims are not covered by insurance under section 6.1, to the professional fees paid to TULLOCH pursuant to this Agreement up to a maximum of \$100,000.

6.4 The liability of each party with respect to a claim against each other is limited to direct damages only and neither party will have any liability whatsoever for consequential or indirect loss or damage (such as, but not limited to, claims for loss of profit, revenue, production, business, contracts or opportunity and increased cost of capital, financing or overhead) incurred by the other party.

6.5 Subject to the limitations of liability set out in this Agreement, each party will indemnify the other party, to the extent of the fault or negligence of the indemnifying party, for damages and costs (including reasonable legal fees) resulting from: (a) claims of third parties; or (b) a breach of contractual obligations under this Agreement by the indemnifying party or anyone for whom that party is responsible; or (c) negligent or faulty acts or omissions of the indemnifying party or anyone for whom that party is responsible; or (d) site conditions that were unknown to the Engineer at the time of entering into this Agreement.

PART 7 OWNERSHIP AND USE OF DOCUMENTS, PATENTS AND TRADEMARKS

7.1 All Engineering Documents provided to the Client by TULLOCH will become the property of the Client upon receipt of full payment for the related Services and subject to other provisions in this Agreement.

7.2 TULLOCH retains ownership of all patents, trademarks, copyrights, industrial or other intellectual property rights resulting from the Services or from concepts, products, or processes which are developed or first reduced to practice by TULLOCH in performing the Services. The Client will not use, infringe or appropriate such proprietary rights without the prior consent and compensation of TULLOCH.

7.3 Provided the Fees and Reimbursable Expenses of the Engineer are paid, the Client will have a non-exclusive license to use any proprietary concept, product or process of TULLOCH which relates to or results from the Services for the life of the Project and solely for purposes of its maintenance and repair.

7.4 TULLOCH will retain the original of the Engineering Documents and or those parts of the Construction Contract Documents which are generated by TULLOCH, including computer generated designs relating thereto, but excluding any models or graphic presentations specifically commissioned and paid for by the Client.

7.5 Should the Client alter the Engineering Documents without notifying TULLOCH and without TULLOCH's prior written consent, the Client will indemnify TULLOCH against claims and costs (including legal costs) associated with such improper

PROFESSIONAL SERVICES TERMS AND CONDITIONS

alteration. In no event will TULLOCH be responsible for the consequences of any such improper alteration.

7.6 The Client may not use the Engineering Documents without having paid the Fees and Reimbursable Expenses of TULLOCH. TULLOCH is entitled to injunctive relief should the Engineering Documents be used without payment of the Fees and Reimbursement Expenses provided for in this Agreement.

7.7 The Engineering Documents are not to be used on any other project without the prior written consent and compensation of TULLOCH.

PART 8 PROJECT OWNERSHIP, IDENTIFICATION AND CONFIDENTIALITY

8.1 The Client represents to TULLOCH that the Client is the owner of the Place of the Work. If the Client is not the owner, the Client will notify TULLOCH of the identity of the owner before signature of this Agreement.

8.2 Information regarding the design, functionality, equipment, management, costs, or progress of the Project is confidential where one party has notified the other party of the confidential or proprietary nature of such information and where such information is not public knowledge. The parties agree not to disclose confidential information to third parties, except to the extent required for performance of the Services or where required by law or by mutual consent of the parties.

PART 9 TERMINATION AND SUSPENSION

9.1 This Agreement is terminated on the earliest of: (a) the date when TULLOCH has performed all of the Services; or (b) the date of termination if termination occurs in accordance with this section PART 9 TERMINATION AND SUSPENSION.

9.2 If TULLOCH is in material default in the performance of any of its obligations under this Agreement, the Client will notify TULLOCH that the default must be corrected. If TULLOCH does not correct the default within 30 days after receipt of such Notice or if TULLOCH does not take reasonable steps to correct the default if the default is not susceptible of immediate correction, the Client may terminate this Agreement upon further Notice to TULLOCH, without prejudice to any other rights or recourses of the Client. Such termination will not release the Client from its obligation to pay all Fees and Reimbursable Expenses incurred by TULLOCH up to the date of termination in the manner provided in this Agreement.

9.3 If the Client is in material default in the performance of any of the Client's obligations set forth in this Agreement, including but not limited to the non-payment of Fees and Reimbursable Expenses of TULLOCH in the manner specified in this Agreement, TULLOCH will notify the Client that the default must be corrected. If the Client does not correct the default within 30 days after receipt of such Notice, TULLOCH may terminate this Agreement upon further Notice to the Client. In such event, the Client will promptly pay the Fees and Reimbursable Expenses of TULLOCH that are incurred and unpaid as of the date of such termination, plus the Termination Expenses, without prejudice to any other rights or recourses of TULLOCH.

9.4 If the Client is unwilling or unable to proceed with the Project, the Client may suspend or terminate this Agreement by Notice of 30 days to TULLOCH. Upon receipt of such Notice, TULLOCH will perform no further Services other than those reasonably necessary to suspend or terminate that portion of the Project for which TULLOCH is responsible. In such event, the Client will pay all of the Fees and Reimbursable Expenses incurred by TULLOCH up to the date of suspension or termination, plus the Suspension Expenses or Termination Expenses, as the case may be, in the manner provided for in this Agreement.

9.5 If the Client suspends performance of the Services at any time for more than 30 consecutive or non-consecutive days through no fault of TULLOCH, then TULLOCH may choose to terminate this Agreement upon Notice to the Client. In this event, the Client will promptly pay the Fees and Reimbursable Expenses of TULLOCH that are incurred and unpaid as of the date of such termination, plus the Termination Expenses, without prejudice to any other rights or recourses of TULLOCH.

PART 10 DEFINITIONS AND INTERPRETATION

10.1 Reference to (a) "Consultant or Consultant of the Client" means a registered or licensed professional engineer, architect or other specialist engaged directly by the Client, other than TULLOCH or sub-consultants of TULLOCH; (b) "Contractor" means a person or entity contracting with the Client to perform some or all of the Work; (c) "Coordinate or Coordination" means the management and supervision of communications between TULLOCH and a Sub-Consultant or a Consultant of the Client; (d) "Agreement" means this agreement between the Client and TULLOCH, including all of the documents identified in the Proposal and appended hereto; (e) "Engineering Documents" means drawings, plans, models, designs, specifications, reports, photographs, computer software if proprietary to TULLOCH, surveys, calculations and other data, including computer print outs, which are otherwise used in connection with the Project, and which were prepared by or on behalf of TULLOCH and are instruments of service for the execution of the Work; (f) "Fees" means those fees that are identified in TULLOCH's Proposal and TULLOCH's Standard Rate Schedule and which are payable by the Client to TULLOCH; (g) "Notice" means a written communication between the parties that is delivered in accordance with the provisions of these Terms and Conditions. Use of the verb "to notify" means to send a Notice in the above manner; (h) "Place of the Work" means the designated site or location of the Work identified in this Agreement; (i) "Project"

means the total endeavor contemplated in this Agreement of which the Services and the Work may be the whole or a part; (j) "Project Budget" means the estimated cost of the Work, including the Services and other professional services, but excluding expenses relating to site acquisition, promotion and marketing; (k) "Reimbursable Expenses" means those expenses that are identified the proposal, and which are payable by the Client to TULLOCH; (l) "Services" means those services that are identified in the Proposal; (m) "Sub-Consultant or Sub-Consultant of TULLOCH" means any registered or licensed professional engineer, architect, or other specialist engaged by TULLOCH to perform a discreet scope of services in connection with the Project, but does not include employees of TULLOCH or consultants working under a personal services agreement with TULLOCH; (n) "Suspension Expenses" means expenses incurred by TULLOCH, including demobilization and remobilization expenses, which are directly attributable to suspension of the Services by the Client; (o) "Termination Expenses" means expenses incurred by TULLOCH which are directly attributable to termination of the Services and include TULLOCH's expenses reasonably and necessarily incurred in winding down the Services; (p) "Work" means the total construction and related services required by the Construction Contract; (q) "Change Order" means a written agreement between the Client and Engineer that modifies the terms of this Agreement, including the Services, Fees and Schedule.

PART 11 GENERAL

11.1 The Agreement will be governed by and construed in accordance with the laws of the Jurisdiction without giving effect to conflict of law considerations. All disputes will be submitted to senior management for discussion. If the parties are unable to resolve a dispute through such discussions, either party may submit the dispute to the International Chamber of Commerce ("ICC") for resolution in accordance with its rules then in force. The arbitration will be held in English and at the location of TULLOCH's contracting office. The arbitration panel will consist of one arbitrator selected by the ICC in accordance with its rules. Any arbitration award will be final and binding on the parties without any right of appeal.

11.2 The unsuccessful party will bear the costs of arbitration. No legal proceedings may be commenced by either party in connection with the Agreement or the Services other than in accordance with this Clause 11.1, provided that either party may apply to a court of competent jurisdiction for interlocutory relief during the course of such proceedings or to enforce any order or award obtained in accordance with this Clause 11.1.

11.3 The Agreement represents the entire agreement between the parties regarding the subject matter hereof and supersedes all prior representations, understandings or agreements, whether written or oral and whether express or implied, provided that, if the parties have previously entered into a confidentiality (or similar) agreement regarding the subject matter hereof, such agreement will survive and Clauses 8.1 and 8.2 will be of no force and effect. Amendments to the Agreement are effective only if executed in writing by authorized representatives of both parties.

11.4 Neither party may assign (other than to its affiliate) the Agreement or any interest therein, in whole or part, without the prior consent of the other party. The Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

11.5 Neither party will be considered to be in breach of its obligations under the Agreement, except obligations to make payment, to the extent that performance is prevented or delayed by force majeure. Each party will use best efforts to overcome any force majeure as soon as possible.

11.6 The limitations and exclusions on liability expressed in this Agreement will apply even in the case of the fault, negligence or strict liability of the party who is the beneficiary of the clause and will extend to the officers, directors, employees, agents, representatives, subconsultants and affiliates of such parties.

11.7 Any notice, consent or other communication given hereunder will only be deemed to have been given if it is in English, in writing and is sent to the recipient's authorized representative pursuant to Clause 1.2 at the usual business address of the recipient by (a) registered mail, (b) fax, (c) e-mail (but only when receipt is confirmed in writing by reply e-mail or otherwise) or (d) personal delivery for which a receipt is obtained. Notice given by fax, personal delivery or e-mail will be deemed to have been given on the business day following delivery. Notice given by mail will be deemed to have been given on the fifth business day after mailing.

11.8 No waiver by either party of any breach of the Agreement will be binding unless made in writing and any such waiver will extend only to the specific breach waived and not to any future breach.

11.9 TULLOCH is an independent contractor in performing the Services. Nothing in the Agreement will create or will be construed so as to create the relationship of principal and agent between Client and TULLOCH.

11.10 The provisions of Parts 1, 3, 5, 6, 10 and 11 survive the termination of the Agreement.

SEPTEMBER 14/2026

RECEIVED

SEP 16 2026

TOWNSHIP OF LAIRD

DEAR TOWNSHIP OF LAIRD

PLEASE BE ADVISED EFFECTIVE

SEPTEMBER 14/2026 DAVID & DARLENE

SAUER OF 73 FINNS BAY RD. S. ECHO

BAY ONTARIO POSICO ARE RESIGNING
AS PRESIDENT & VICE PRESIDENT / TREASURER
OF THE FINNS BAY RD ASSOCIATION.

Yours Truly DAVID SAUER

DARLENE SAUER
Darlene Sauer