

## **FORM OF AGREEMENT**

**BETWEEN:**

**THE UNITED COUNTIES OF LEEDS AND GRENVILLE**

(referred to as the "Counties")

**AND:**

**ARMTEC 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:

**PW-2025-13 – Supply and Delivery of Corrugated Steel Pipe (CSP) and High-Density Polyethylene Pipe (HDPE)**

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 **PW-2025-13 CSP and HDPE RFQ**, 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:

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.

#### **ARMTEC INC.**

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Supplier.

## **Schedule 1 – Schedule of Deliverables, Rates and Specific Provisions**

### **A. Description of Deliverables**

Please refer to the PW-2025-13 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 four hundred twenty-one thousand three hundred twenty-four dollars and sixty cents (\$421,324.60), plus HST, inclusive of \$76,508.20 Provisional.

#### **B.2 Personnel and Rates**

Please refer to the Supplier's Submission for the full list of rates.

### **C. Payment Terms**

The payment terms for the Contract are as follows:

The Contractor shall submit an invoice to the Counties on a monthly basis on or before 5<sup>th</sup> day of every month for the work completed up until the last day of the previous month.

All the invoices shall be sent to [AccountsPayable@uclg.on.ca](mailto:AccountsPayable@uclg.on.ca) by email or, to the following address by mail:

Accounts Payable,  
United Counties of Leeds and Grenville  
25 Central Ave W, Suite 100  
Brockville, ON K6V 4N6

**D. 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](mailto:chad.findlay@uclg.on.ca)

The Supplier Representative and contact information for the Contract is:

Joy Bakshi, Estimator  
Armtec Inc.  
605 Sheldon Dr.  
Cambridge, ON, N1T 2C7  
T) (519) 820-6033  
E) [joy.bakshi@armtec.com](mailto:joy.bakshi@armtec.com)

**E. Term of Contract**

The Contract shall take effect on the 22<sup>nd</sup> Day of May 2025 (the “**Effective Date**”) and shall be in effect for a period of two (2) years from the Effective Date, with an option in favour of the Counties to extend the term for an additional period of up to two (2) one (1) year periods, unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law.

**F. Specific Provisions**

Not applicable.