

FORM OF AGREEMENT

BETWEEN:

THE UNITED COUNTIES OF LEEDS AND GRENVILLE

(referred to as the "Counties")

AND:

1425792 O/A UPPER CANADA ELEVATORS

(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:

CSS-2026-03 Lift Modernization

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 **CSS-2026-03 Lift Modernization**, 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: Corinna Smith-Gatcke

Name: Krystin Stitt

Title: Warden

Title: Interim County Clerk

Date of Signature:

Date of Signature:

I have the authority to bind the Counties.

I have the authority to bind the Counties.

1425792 O/A UPPER CANADA ELEVATORS

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

Provide all labour, parts, materials, tools, equipment, lubricants, other consumables and licensed, experienced manpower to perform lift upgrades as follows:

- 3 Miller Drive, Mallorytown – new vertical lift entry hall doors and frames on both building floors.
- 43 Centre Drive, Lansdowne – new vertical lift entry hall doors and frames on both building floors.

Refer to: APPENDIX D – RFQ PARTICULARS – CSS-2026-03

A. THE DELIVERABLES/SCOPE OF WORK

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 **\$177,178.00** (one hundred and seventy-seven thousand, one hundred and seventy-eight dollars and zero cents, **plus HST**, as follows:

Location	Price (plus HST)
3 Miller Drive, Mallorytown	\$88,589.00
43 Centre Street, Lansdowne	\$88,589.00

B.2 Personnel and Rates

The following individuals are responsible for the provision of the Deliverables. The Rates for these individuals are set out below and shall remain fixed during the Term of this Contract:

N/A

C. Payment Terms

Refer to section F.14 of the Specific Provisions set out below.

D. Counties and Supplier Representatives

The Counties Representative and contact information for the Contract is:

Dave Powers, Asset and Facilities Supervisor

dave.powers@uclg.on.ca
613-925-0001 ext. 4025
613-802-3497 cell

E. Term of Contract

The Contract shall take effect on **April 30, 2026** (the “**Effective Date**”) and shall be in effect until **September 3, 2026**.

F. Specific Provisions

The following Specific Provisions are hereby added to the Counties’ Standard Terms and Conditions. In the event of any conflict between these Specific Provisions and the Standard Terms and Conditions, these Specific Provisions shall govern.

In these Specific Provisions:

The term “**Contractor**” means the Supplier, as further defined in the Contract; and

The term “**Health and Safety Legislation**” includes Ontario’s *Occupational Health and Safety Act* (“OHSA”) and its Regulations, Ontario’s *Workplace Safety and Insurance Act* and its Regulations, and any other applicable health and safety laws, regulations, codes, by-laws and standards.

There shall be no smoking on any Leeds Grenville property.

As per the *Occupational Health and Safety Act*, be advised that the **presence of a designated substance, asbestos, silica and lead** have probably been used in the original construction and finishes of these properties. Copies of the Designated Substances Regulation (DSR) are available on request. Prior to commencement of work, the Supplier will discuss Designated Substance Regulations with the Owner, or designate.

The Residential Tenancies Act

In accordance with the *Residential Tenancies Act*, access to premises of residents may only be gained by giving written notice to the resident specifying the time of entry not less than 24 hours prior to the time and the reason for entry.

The Supplier shall inform the Owner, or designate, not less than 72 hours in advance of requiring access to any residents' premises. Leeds Grenville shall be responsible for all communication with the residents.

Communication with Residents

The Supplier shall communicate exclusively with Leeds Grenville and shall at no time communicate or discuss the project with the residents of the building.

Hours of Work

Work shall be carried out between the hours of 8:00 a.m. and 4:00 p.m. EST on Monday through Friday. No work is permitted during weekends and statutory holidays unless approved in advance by the Owner, or designate.

Liquidation of Damages

Where it is determined by the Counties that the Scope of Work is not completed in its entirety to the satisfaction of the Counties and/or within the time frame specified in the Contract documents subject to any extension granted by the Procurement Representative, damages will be sustained by the Counties and that is and will be impracticable and extremely difficult to ascertain and determine the actual damages which the Counties will sustain in the event of any, by any reason of such delay and the parties hereto agree that the Supplier shall pay to the Counties the sum of two hundred dollars and zero cents (\$200.00) for liquidated damages for each and every day there is a delay in satisfactorily completing the Scope of Work in excess of the time limit prescribed.

This amount is an estimate of the actual damages to the Counties which may accrue during the period in excess of the time prescribed and is not a penalty.

The Counties shall deduct the amount noted above from any monies that may be due payable to the Supplier (i.e. performance security, Supplier invoice) on any account with respect to the Contract documents. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Counties.

F.1. Health and Safety Legislation

The Contractor shall:

- (a) be the designated "constructor", as defined in the OHSA, for the work site and shall fulfill the responsibilities of the position under the OHSA and its Regulations and any other Health and Safety Legislation;
- (b) ensure that its employees are properly trained in all aspects of workplace safety and health, as it relates to the services contemplated by the Contract;
- (c) comply with and ensure that the persons assigned to provide the Deliverables under the Contract comply with and adhere to all Health and Safety Legislation; and
- (d) give immediate notice by telephone or personal communication to the Counties as to any damage or injury, or threat of damage or injury, to persons or property during the performance of the services contemplated by this contract.

The Contractor's failure to comply with any of the above requirements shall be cause for either immediate termination or suspension of the Contract until the deficiency, in the opinion of the Counties and/or the Workplace Safety and Insurance Board ("WSIB"), is rectified at no cost to the Counties.

The Contractor acknowledges and agrees that any damages or fines that may be assessed against the Counties by reason of a breach or breaches of any Health and Safety Legislation by the Contractor or any of its subcontractors shall entitle the Counties to set off the damages so assessed against any monies that the Counties may from time to time owe the Contractor under this Contract or any other contract whatsoever.

F.2. WSIB Assessments

The Contractor shall, at all times, pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the *Workplace Safety and Insurance Act* and its Regulations. Upon failure to do so, the Counties may withhold an amount equal to any unpaid assessment or compensation from monies due, or to become due, to the Contractor. The Counties shall not release such withheld funds until the Contractor provides it a statutory declaration that all assessments and any compensation payable to the WSIB have been paid.

F.3. Supervisor and Subcontractors

Prior to commencing the work, the Contractor shall identify to the Counties the designated work site supervisor, the designated health and safety representative, any subcontractors, and any additional personnel representing the Contractor, along with their respective roles and responsibilities in the performance of the Deliverables.

F.4. Contractor's Lawful Obligations to its Subcontractors

The Contractor shall comply with Ontario's *Construction Act* and its Regulations, and other applicable statute and regulation, and discharge its lawful obligations to its subcontractors.

The Contractor shall satisfy any claims against the Contractor or the Counties by its subcontractors. The issuance of the final payment shall not be construed as a representation that the Counties has made any examination to ascertain:

- (a) how and for what purpose the Contractor has used the monies paid to the Contractor in accordance with the terms of the Contract; or
- (b) whether the Contractor has discharged the obligations imposed on the Contractor by the *Construction Act* or any Health and Safety Legislation, noncompliance with which may render the Counties personally liable for the Contractor's default.

This paragraph F.4 shall survive any termination or expiry of the Contract.

F.5. Co-operation of the Contractor

The Counties may perform, or retain or permit others to perform other work on or near the work site and may permit public utility companies and others to do work on or near the work site during the Contractor's performance of the Deliverables. The Contractor shall conduct and schedule the performance of the Deliverables and co-operate with those other parties so as to cause as little interference as possible with any such other work being carried out.

F.6. Licenses and Permits

The Contractor shall obtain and hold throughout the term of the Contract any and all permits, approvals, and licenses required by any municipal, provincial, or federal government or authority having jurisdiction over the whole, or any part of, the Deliverables to be performed by the Contractor pursuant to the Contract. The Contractor shall provide the Counties with copies upon request.

F.7. Protection of the Work and the Counties' Property

The Contractor shall observe all of the Counties' procedures with regard to the security of the facility where the Deliverables contemplated by this Contract are performed and shall adequately protect the work, property, and premises of the Counties. The Contractor shall be responsible for any damages due to any negligent act of the Contractor's employees, agents, contractors, subcontractors and those others for whom the Contractor is responsible.

F.8. Risk and Indemnity

The Contractor shall bear all risk of loss or damage from any cause, which may occur to any part or portion of the Deliverables, until the Deliverables have been completely accepted by the Counties in writing.

If any loss or damage occurs to the Deliverables before the Counties accepts the Deliverables in writing, the Contractor shall immediately repair or re-execute any damaged part of the Deliverables at the Contractor's expense.

F.9. Condition of Site

The Contractor shall confine all work to the site. The Contractor shall keep the site free from accumulations of waste material or rubbish caused by the Contractor's activities during the performance of the Deliverables and shall remove all rubbish from the site and the vicinity upon the completion of the work.

F.10. Specifications and Materials

The Contractor shall carefully study and compare all specifications, drawings, and other instructions relating to the performance of the Deliverables and comply with the requirements of the Contract. The Contractor shall not substitute any supplies or materials where a specific brand or model has been specified in the Contract without first obtaining written approval from the Counties.

F.11. Inspections and Warranty

The Contractor shall complete all of the Deliverables to the satisfaction of the Counties and in accordance with timelines set out in the Contract. The Contractor shall permit the Counties Representative and all others authorized by the Counties, from time to time, at all times to have access to the work for the purposes of inspecting the work. The Contractor shall uncover any work for examination as required by the Counties at the Contractor's expense when the work has been previously covered up without prior approval or consent from the Counties.

The Contractor shall rectify any defective or deficient work at the Contractor's own expense to the satisfaction of the Counties from the date on which the Contractor commences the work pursuant to the Contract to the completion date and for a warranty period of twenty-four (24) months after the completion date. An inspection by the Counties Representative does not relieve the Contractor of responsibility for the quality of the work, or from any obligation to perform the work in accordance with the requirements of this Contract.

During the warranty period, if the Contractor fails to comply with the direction from the Counties to rectify any defective or deficiency within five (5) calendar days, or immediately in the case of an emergency, the Counties may draw upon any maintenance security it is holding and complete the required work at the Contractor's expense. Should any part of the Deliverables be repaired or replaced during the warranty period, a new warranty period of an additional twelve (12) months under the same conditions as specified herein shall commence at the completion of the repair or replacement.

Notwithstanding expiration of any warranty period, the Contractor shall not be relieved of its obligations to correct any defects or deficiencies of which notice has been given to the Contractor prior to the expiration of the warranty period.

The warranty given pursuant to this section shall not limit extended warranties on any items of equipment or material called for elsewhere in the Contract.

The Contractor shall, to the extent permitted by the manufacturer and/or supplier, assign to the Counties the benefit of any warranty by any manufacturers and/or suppliers in addition to the warranty as mentioned above.

This paragraph F.11 shall survive any termination or expiry of the Contract.

F.12. Completion of the Deliverables

Completion of the Deliverables occurs when the Counties Representative determines that the Deliverables have been completed in accordance with this Contract and the Counties accepts the Deliverables in writing. The Counties shall not accept the Deliverables in writing unless and until the Contractor;

- (a) has cleaned up and restored the work site to the satisfaction of the Counties; and
- (b) has rectified any defects as identified in writing by the Counties.

F.13. Extension of the Completion Date

If the Contractor fails to complete the Deliverables in accordance with the timelines set out in the Contract, the Counties may elect to do the following:

- (a) extend the completion date by a written notice to the Contractor; or
- (b) terminate the Contract in accordance with Article 9 of the Counties' Standard Terms and Conditions.

F.14. Payment Terms

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

All the invoices shall be sent to cssfinance@uclg.on.ca by email or, to the following address by mail:

CSS Finance
United Counties of Leeds and Grenville
25 Central Ave W, Suite 200
Brockville, ON K6V 4N6

Such invoice shall be a "proper invoice", as defined in the *Construction Act*, having the following information:

- (a) **Name and address of Contractor;**
- (b) **Invoice date** and the period during which the services or materials were supplied;
- (c) Information identifying the **tender/quote number**, whether in the contract or otherwise, under which the services or materials were supplied;
- (d) **A description, including quantity and/or location where appropriate**, of the services or materials that were supplied;

- (e) The **amount payable** for the services or materials that were supplied, and the payment terms;
- (f) The name, title, telephone number and mailing address of **the person to whom payment** is to be sent;
- (g) The **Contractor's HST #**; and
- (h) **Each work location shall be indicated on a separate invoice.**

Payment shall be made by the Counties within 28 days of receipt of a proper invoice unless the Counties delivers a notice of non-payment setting out the amount being withheld and the reason(s) therefor, in the form specified under the Regulations of the Construction Act.

Notwithstanding any other provision of the Contract, the Contractor shall not receive any payment from the Counties for any unacceptable work, unauthorized work, economic loss or loss of profits. The Contractor acknowledges that payments do not represent a final evaluation or acceptance of the Deliverables by the Counties.

F.15. Construction Act Holdback

All payments under this Contract shall be subject to the holdback and other provisions of the *Construction Act*.

The release of the holdback shall be in accordance with the requirements of the *Construction Act*.

Prior to release of the holdback, the Contractor shall submit to the Counties the following documents:

- (a) WSIB clearance certificate dated after the commencement of the 60-day lien period; and
- (b) If requested by the Counties, a Statutory Declaration of Progress Payment Distribution by Subcontractor, in the form of CCDC Document 9A – 2001, and, if requested by the Counties, a Statutory Declaration from any subcontractor identified by the Counties, in the form of CCDC Document 9B – 2001 Statutory Declaration of Progress Payment Distribution by Subcontractor.

Subject to the *Construction Act*, upon expiration of the 60-day lien period and confirmation that the Contract is free of liens or unsettled claims, the lien holdback shall be released.