

FORM OF AGREEMENT

BETWEEN:

THE UNITED COUNTIES OF LEEDS AND GRENVILLE

(referred to as the "Counties")

AND:

JJ CONSTRUCTION

(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-2021-07 – Vacant Unit Painting

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-2021-07 – Vacant Unit Painting**, 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: Nancy Peckford

Name: Sheena Earl

Title: Warden

Title: County Clerk & Manager of Legislative Services

Date of Signature:

Date of Signature:

I have the authority to bind the Counties.

I have the authority to bind the Counties.

JJ CONSTRUCTION

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

The provision of annual painting services for new work or repainting existing surfaces at various work locations throughout Leeds and Grenville. The United Counties of Leeds and Grenville

owns 16 multi-residential and 176 family rent-geared-to-income buildings located throughout Leeds and Grenville.

Refer to: APPENDIX D – RFQ PARTICULARS – CSS-2021-07

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 **one hundred and forty-one thousand, three hundred and twenty dollars and forty-nine cents (\$141,320.49)/annually, plus HST.**

B.2 Personnel and Rates

The following rates set out below shall remain fixed during the Term of this Contract:

Description	Unit	Unit Price
Closets	Per family unit	\$165.00
	Apartment	\$165.00
Kitchen cupboards (inside/out, including primer)	Row/townhouse	\$210.00
	Family unit	\$410.00
Bathroom vanities	Per unit – one sink	\$100.00
Storage rooms	4 x 6	\$160.00
Removal of wallpaper	Hourly	\$45.00
Partial/additional painting (i.e. covering over one wall; paint failure etc.)	1 coat – wall	\$80.00
	1 coat – ceiling	\$145.00
Application of stain blocker (may be required to treat grease fire smoke and/or nicotine damage)	1 coat – wall	\$100.00
Stairs and railings	Per one set	\$180.00
Drywall costs (outside of regular paint preparation)	Per hour	\$50.00
Exterior door – front and back	Per door	\$130.00
Interior door – front and back	Per door	\$100.00
Dry lok basement floor	Per unit	\$350.00
Dry lok basement walls	Per unit	\$500.00
Dry lok basement floor and walls	Per unit	\$750.00
Additional labour – regular time	Per hour	\$50.00

C. Payment Terms

The payment terms for the Contract are as follows:

The Supplier 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", 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).

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.

D. Counties and Supplier Representatives

The Counties Representative and contact information for the Contract is:

Jonathan Cross, Maintenance Supervisor
jonathan.cross@uclg.on.ca
613-342-3840 ext. 2238
613-802-0955 cell

The Supplier Representative and contact information for the Contract is:

Jennifer Jessome
eevabrooke@hotmail.com

613-340-3624

E. Term of Contract

This contract will be from The Contract shall take effect on **September 1, 2023** (the “**Effective Date**”) and **shall be in effect until December 31, 2025** from the Effective Date, with an option in favour of the Counties to extend the term for an additional one (1) year under the same price, terms and conditions, if mutually agreed in writing by the Contractor and Leeds Grenville, unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law.

F. Specific Provisions

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.

The Supplier shall pay to the Counties the sum of one thousand dollars and zero cents (\$1,000.00), which will be held as a performance security.

The Supplier 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 Supplier shall immediately repair or re-execute any damaged part of the Deliverables at the Supplier's expense.

The Supplier shall confine all work to the site. The Supplier shall keep the site free from accumulations of waste material or rubbish caused by the Supplier'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.

The Supplier shall complete all of the Deliverables to the satisfaction of the Counties and in accordance with timelines set out in the Contract. The Supplier 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 Supplier shall uncover any work for examination as required by the Counties at the Supplier's expense when the work has been previously covered up without prior approval or consent from the Counties.

The Supplier shall rectify any defective or deficient work at the Supplier's own expense to the satisfaction of the Counties from the date on which the Supplier 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 Supplier 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 Supplier 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 Supplier'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 Supplier shall not be relieved of its obligations to correct any defects or deficiencies of which notice has been given to the Supplier 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 Supplier 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.

The Counties shall not accept the Deliverables in writing unless and until the Supplier;

- (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.