

FORM OF AGREEMENT

BETWEEN:

THE UNITED COUNTIES OF LEEDS AND GRENVILLE

(referred to as the "Counties")

AND:

GFL ENVIRONMENTAL SERVICES 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:

HOUSEHOLD HAZARDOUS WASTE (HHW) EVENTS

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 **WM-2024-01-2024-01 – Household Hazardous Waste Events 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: Nancy Peckford

Name: Geoff Clarke

Title: Warden

Title: Interim County Clerk

Date of Signature: June 20, 2024

Date of Signature: June 20, 2024

I have the authority to bind the Counties.

I have the authority to bind the Counties.

GFL ENVIRONMENTAL SERVICES 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 WM-2024-01 Solicitation Document.

B. Rates and Disbursements

B.1 Maximum Fee

Notwithstanding anything WM else in the Contract, the total amount payable by the Counties to the Supplier under the Contract shall not exceed one million one hundred sixty-nine dollars and fifty-two cents (\$1,000,169.52), excluding taxes, broken out in Section B.2, below.

B.2 Personnel and Rates

Please refer to the Supplier’s Submission for the breakdown of costs in each year.

2024 Rates:

- \$322,156.79

Optional Year Pricing:

- 2025 = \$331,622.36
- 2026 = \$346,390.37

C. Payment Terms

The payment terms for the Contract are as follows:

The payment terms for the Contract are as follows:

The Contractor shall submit an invoice to the Counties upon competition of each event.

All the invoices shall be sent to 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:

Rob Ross, Forest Technician, rob.ross@uclg.on.ca

The Supplier Representative and contact information for the Contract is:

David Elsie, Manager – Special Projects, delsie@gflenv.com

E. Term of Contract

The term of the contract is to commence the 20th Day of June 2024 and to be for a period of one (1) year, with an option in favour of the Counties to extend the contract on the same terms and conditions for an additional term of up to two (2) years, unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law.

F. Specific Provisions

N/A