

## FORM OF AGREEMENT

**BETWEEN:**

**THE UNITED COUNTIES OF LEEDS AND GRENVILLE**

(referred to as the "Counties")

**AND:**

**ROAD MAINTENANCE EQUIPMENT & 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:

**PW-2024-18 - Supply and Delivery of Sodium Chloride Brine Solution**

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-2024-18 – Supply and Delivery of Sodium Chloride Brine Solution 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:

Name: Geoff Clarke

Title: Interim County Clerk

Date of Signature: October 24, 2024

I have the authority to bind the Counties.

Signature:

Name: Nancy Peckford

Title: Warden

Date of Signature: October 24, 2024

I have the authority to bind the Counties.

**ROAD MAINTENANCE EQUIPMENT & SERVICES INC.**

Signature: *Jen Russell*

Name: *Jen Russell*

Title: *Office Manager*

Date of Signature: *Oct 16, 2024*

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-2024-18 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 two hundred forty-four thousand four hundred forty dollars (\$244,440.00), inclusive of Optional Years 3&4 (pending CPI), plus HST, based on the estimated quantities. Cost could vary depending on actuals.

#### B.2 Personnel and Rates

Please refer to the PW-2024-18 Supplier's Submission for Unit Prices.

### 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:

Bill Guy, Manager of Engineering and Operations, Public Works  
Phone: 613-342-3840 x 2426  
E-mail: [bill.guy@uclg.on.ca](mailto:bill.guy@uclg.on.ca)

The Supplier Representative and contact information for the Contract is:

Jen Russell  
Road Maintenance Equipment and Services Inc.  
106 Buchanan St.  
Coburg, ON, K9A 1Z1  
Phone: (905) 372-1124  
Email: [jrussell@rmes.ca](mailto:jrussell@rmes.ca)

**E. Term of Contract**

The Contract shall take effect on the 1<sup>st</sup> Day of November 2024 (the “Effective Date”) and shall be in effect for a period of two (2) years from the Effective Date, with an option by mutual agreement by both parties to extend the term for additional periods 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**

Not applicable.