

FORM OF AGREEMENT

BETWEEN:

THE UNITED COUNTIES OF LEEDS AND GRENVILLE

(referred to as the "Counties")

AND:

[*INSERT FULL LEGAL NAME OF SUPPLIER*]

(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-2020-51 Replacement of Mud Creek Bridge

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-2020-51 Replacement of Mud Creek Bridge**, 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:

Title:

Date of Signature:

I have the authority to bind the Counties.

【Insert Supplier's Full Legal Name**】**

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

Refer to Appendix D - RFT Particulars of PW-2020-51 Replacement of Mud Creek Bridge.

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 [*insert maximum contract amount*] (\$xxx).

ITEM No.	DESCRIPTION OF ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization / Demobilization	LS	1		
2	General Site Work	LS	1		
3	Bird Screening System	LS	1		
4	Heavy-Duty Silt Fence Barrier	m	326		
5	Light-Duty Silt Fence Barrier	m	116		
6	Straw Bale Flow Check Dams	m	4		
7	Turbidity Curtain	LS	1		
8	Dewatering and Cofferdams	LS	1		
9	Traffic Control Signage, Portable Variable Message Signs, Flagging Personnel and Portable Temporary Traffic Signals	LS	1		
10	Temporary Concrete Barrier	m	128		
11	Temporary Concrete Barrier Restraint System, Strapped	m	20		
12	Temporary Concrete Barrier Restraint System, Pinned	m	24		
13	Temporary Concrete Barrier, Relocation	m	172		
14	Energy Attenuator - Temporary, Narrow	each	2		
15	Energy Attenuator - Relocation, Narrow	each	2		
16	Removal of Asphalt Pavement, Full Depth	m2	508		
17	Removal of Asphalt Pavement, Partial Depth	m2	348		

18	Removal of Asphalt Pavement from Concrete Surfaces on Structures	m2	157		
19	Removal of Bridge Structure	LS	1		
20	Removal of Cable Guide Rail	m	290		
21	Removal of Anchor Blocks	each	4		
22	Bearings	each	2		
23	Earth Excavation for Structure	LS	1		
24	25 M Dowels into Concrete	each	50		
25	Mechanical Connectors	each	40		
26	Precast Concrete Bridge Elements, Fabrication	LS	1		
27	Precast Concrete Bridge Elements, Delivery	LS	1		
28	Precast Concrete Bridge Elements, Installation	LS	1		
29	Concrete in Mass Concrete Foundation	m3	1		
30	Concrete in Footings	LS	1		
31	Concrete in Substructure	LS	1		
32	Concrete in Deck Topping Slab	LS	1		
33	Concrete in Barrier Walls	LS	1		
34	Concrete in Approach Slabs	LS	1		
35	Concrete Curb and Gutter	m	40		
36	Concrete Spillways	each	2		
37	Barrier Wall Railing	m	40		
38	Granular 'B', Type II (Structure Backfill)	t	300		
39	Granular 'A'	t	150		
40	Rip-Rap	m2	160		
41	Streambed Material	t	100		
42	Geotextile	m2	160		
43	Bridge Deck Waterproofing	m2	157		
44	HL-3 Surface Course	t	129		
45	HL-8 Binder Course	t	86		
46	Tack Coat	m2	1013		
47	Single Rail Steel Beam Guide Rail	m	172		

48	Steel Beam Guide Rail Structure Connections	each	4		
49	Steel Beam Energy Attenuating Terminal System	each	4		
50	Pavement Markings, Permanent	m	119		
51	Concrete Sealer	m2	50		
52	Rock Fill (PROVISIONAL)	t	100		

C. Counties and Supplier Representatives

The Counties Representative and contact information for the Contract is:

Melanie Knowles
 Manager of Engineering and Operations
 Phone: 613-342-3840 x 2411
 Email: Melanie.Knowles@uclg.on.ca

The Supplier Representative and contact information for the Contract is:

[*insert name and title of Supplier representative in charge of the contact and contact details, including mailing address and email address*]

D. Term of Contract

The Contract shall take effect on the [*insert date*] (the “**Effective Date**”) and shall be in effect for a period of [*insert # of years or months] from the Effective Date, with an option in favour of the Counties to extend the term for an additional period of [*insert extension period, if applicable, or revise this language as necessary*], unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law.

E. Specific Provisions

1. Please refer to the “Supplemental Conditions to OPSS.MUNI 100” available to download on the Bidding System along with the Solicitation Document
2. The Supplier will be subject to a performance evaluation during the course of, and/or at the conclusion of the assignment.

In the event that the Supplier fails to perform its obligations under the Contract, the Counties may, in addition to any and all legal and equitable remedies available to it, place the Supplier on probation or suspend the Supplier from participating in future procurement opportunities in accordance with the Counties’ Contractor Performance Policy.

Schedule 2 - Standard Terms and Conditions

The standard terms and conditions of the contract shall be the OPSS MUNI General Conditions of Contract, OPSS.MUNI 100, November 2018. It shall be the Contractors responsibility to obtain a copy of the General Conditions of Contract and all specifications and provisions mentioned within the Contract Documents.