

## **SCHEDULE 2**

### **AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BETWEEN:

Tom Jones Corporation  
(herein sometimes referred to as the "Tenderer" or the "Contractor")

- and -

The Corporation of the Town of Fort Frances  
(the "Town")

Whereas the Contractor has represented to the Town that the Contractor is well able to perform the Work described in the Tender Documents for the respective Total Unit Price(s), Total Prices, and for the Year(s) quoted by the Tenderer in the Tender.

Now therefore the Contractor and the Town (herein sometimes referred to as the "Parties") undertake and agree as follows:

1. The Tenderer shall perform and complete the Work:
  - (a) To, and for, the benefit and satisfaction of the Town, in accordance with the Tender Documents;
  - (b) For the Year(s), and for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer in the Tender Forms except as may be increased or decreased by increase or decrease in taxes (such as HST) as set out in paragraphs 3 and 4 of the Tender Forms.
2. The Tender Documents shall collectively be and the whole shall constitute the Contract between the Parties.
3. The Town agrees to pay to the Contractor in lawful money of Canada for the performance of the Work with the amounts to be paid on account thereof being determined by actual measured quantities in accordance with the Specifications and Other Provisions and subject to adjustments, additions, deductions and deletions as provided in and by the Tender Documents. The Town shall pay on

account thereof upon the approval of the Manager of Operations and Facilities (in the Tender Documents the Town Manager of Operations and Facilities is sometimes referred to as the "Manager"). Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.

4. If the Town fails to make payments to the Contractor as they become due under the terms of the Tender Documents, interest equal to the current bank prime rate + 2% per annum on such unpaid amounts shall become due and payable until payment.
5. If:
  - (a) the Contractor should be adjudged bankrupt, or becomes insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed to the Tenderer or the Tenderer's business or any part thereof; or
  - (b) a petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Tenderer;
  - (c) the Contractor fails or neglects to properly perform or complete the Work or otherwise fails to comply with the requirements of the Tender Documents (including, without limitation, failure to meet gradation specifications, or to meet delivery dates, or otherwise)

The Town may, without prejudice to any other right or remedy it may have, terminate this Agreement by giving the Contractor written notice.

The Contractor's obligation under the Tender Documents as to quality, correction and warranty of the work performed by him up to the time of termination shall continue in force after such termination.

6. Time shall in all respects be of the essence.
7. Neither this Agreement nor any rights or entitlements under it shall be assignable or transferable by the Contractor without the prior written consent of the Town.
8. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if:
  - (a) delivered personally;
  - (b) sent by prepaid courier service or mail; or

(c) sent prepaid by telecopier, telex or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed,

(i) in case of notice to the Town, as follows:

320 Portage Avenue  
FORT FRANCES, Ontario  
P9A 3P9  
Attention: Administrator

(ii) in case of the Contractor, as follows:

Tom Jones Corporation  
560 Squier Place  
Thunder Bay, ON

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by telex, telecopier or other electronic communication or on the second day following the sending thereof by private courier or mail. Any Party hereto or others mentioned above may change any particulars of its address for notice by notice to the others in the manner aforesaid.

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

SIGNATURE OF CONTRACTOR:

Witness to signature of Tenderer

If a corporation, the person signing has the authority to bind such corporation

Print name of Witness:

PRINT NAME AND TITLE OF PERSON  
SIGNING:

IF A CORPORATION, PRINT PROPER NAME  
OF CORPORATION:

\_\_\_\_\_

Address of Witness:

\_\_\_\_\_  
\_\_\_\_\_

Address of Contractor:

\_\_\_\_\_  
\_\_\_\_\_

Phone Number of Witness:

\_\_\_\_\_

Phone Number of Contractor:

\_\_\_\_\_

Fax Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

The Corporation of the Town of Fort Frances

per:

\_\_\_\_\_

per:

\_\_\_\_\_

I/we have authority to bind the Town