

# SECTION 4

## STANDARD FORM OF AGREEMENT

TENDER NO. 18-OF-08

THIS AGREEMENT made in triplicate this 24<sup>th</sup> day of SEPTEMBER  
in the year Two Thousand and ~~Nine~~ EIGHTEEN

BETWEEN:

TOROMONT CAT  
(herein called the "Supplier")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF FORT FRANCES  
(herein called the "Owner")

OF THE SECOND PART

WITNESSETH THAT: Whereas the Supplier has represented to the Owner that he is well able to supply the equipment/vehicle described in the Contract Documents.

NOW THEREFORE the parties hereto undertake and agree as follows:

Article 1 - The Supplier shall:

a) Do and fulfill every covenant contained in the Contract Documents and to furnish all labour, material and equipment, unless otherwise indicated, together with all work incidental thereto necessary and required to perform all the Work described in the Contract Documents and which have been executed in triplicate both PARTIES.

## Article 2 - The Contract

The Instructions to Tenderers, Form of Tender, Addenda, Form of Agreement, Specifications and Special Provisions are all to be read into and form part of the Agreement and the whole shall constitute the Contract between the PARTIES and it shall accrue to the benefit of and be binding upon them and their successors, executors, administrators and their assigns.

In the event that any of the Contract Documents are inconsistent or in conflict, then such Documents shall take precedence and govern in the following order:

1. Agreement
2. Addenda
3. Special Provisions
4. Contract Documents
5. Standard Specifications
6. Tender
7. Supplemental General Conditions
8. General Conditions

## Article 3 - Terms

The Municipality shall pay to the Supplier in lawful money of Canada for the performance of the contract for the amounts set out under the Schedule of Prices subject to the adjustments, additions, deductions and deletions as provided in the Contract Documents.

## Article 4 - Payments

The Municipality shall pay on account thereof upon the Manager's approval, all monies owing to the Supplier for the items specified in the Contract. Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Supplier.

### Article 5 - Communications

All communications in writing between the PARTIES or between them and the Manager of Operations and Facilities shall be deemed to have been received by the Addressee if delivered to the individual or to a member of the firm or to an officer of the Municipality for whom they are intended or if sent by registered mail or by telegram or facsimile transmission addressed as follows:

a) The Supplier at: TORONTO CAT  
620 BEAVERHAWK PLACE  
THUNDER BAY, ONTARIO

b) The Owner at: The Town of Fort Frances  
 320 Portage Avenue  
 Fort Frances, Ontario  
 P9A 3P9  
 Fax No. 807-274-8479

c) The Manager:  
 Operations & Facilities Division  
 320 Portage Avenue  
 Fort Frances, Ontario  
 P9A 3P9  
 Fax No. 807-274-7360

### Article 6 - Business License

If your company is awarded the tender by Council, there will be a requirement for your company to be responsible to make application and obtain a Town of Fort Frances Business License. Business License application can be obtained from the Town office at 320 Portage Avenue.

IN WITNESSETH WHEREOF the corporate parties hereto have caused to be hereto affixed their respective Corporate Seals attested by the signatures of their respective duly authorized signing officers, and the unincorporated party or parties hereto have signed and affixed their seals as of the day and year first above written.

Corporate Seals attested by the authorized signing officers of:

SEPTEMBER 24<sup>th</sup>, 2018  
Date

TORONTO CAT  
680 BEAVERHALL PLACE  
Suppliers

THE CORPORATION OF THE TOWN OF FORT  
FRANCES

\_\_\_\_\_  
Date

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

(CORPORATE SEAL)

Unincorporated Contractors sign below:

SIGNED:

in the presence of:

  
Supplier's Signature

  
Witness to Supplier's Signature

SEPT. 18<sup>th</sup>, 2018  
Date