

SCHEDULE 3

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2017.

BETWEEN:

(herein sometimes referred to as the "Bidder" 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 Bid Documents for the respective Total Unit Price(s), Total Prices, and for the Duration quoted by the Bidder in the Bid.

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

1. The Bidder shall perform and complete the Work:
 - (a) to, and for, the benefit and satisfaction of the Town, in accordance with the Bid Documents;
 - (b) for the Duration, and for the respective Total Unit Price(s) and Total Prices quoted by the Bidder in the Bid 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 Schedule 1.
2. The Bid 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 Bid Documents. The Town shall pay on account thereof upon the approval of the Town Manager, **Operations and Facilities Division** (in the Bid Documents the Town Manager, **Operations and Facilities Division** is sometimes referred to as the "Manager"). The Contractor is to submit invoices along with statutory declaration forms to the Consultant for evaluation. The Consultant will produce a Work Value Certificate and forward the recommendation for payment to the Town. 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 Bid 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 of the Bidder or the Bidder's business or any part thereof; or
 - (b) a petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Bidder;
 - (c) the Contractor fails or neglects to properly perform or complete the Work or otherwise fails to comply with the requirements of the Bid 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 Bid 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, ON
P9A 3P9
Attention: Administrator

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

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.

Dated at _____ this ____ day of _____, 2017.

SIGNATURE OF BIDDER:

PRINT NAME AND TITLE OF PERSON SIGNING:

WITNESS TO SIGNATURE OF BIDDER

PRINT NAME AND TITLE OF PERSON SIGNING:

IF A CORPORATION

PRINT PROPER NAME OF CORPORATION:

Address of Bidder:

Address of Witness:

Phone Number of Bidder:

Phone Number of Witness:

Cell Number: _____

Fax Number: _____

The Corporation of the Town of Fort Frances

per: _____

per: _____

I/we have authority to bind the Town