

THIS AGREEMENT made this 29<sup>th</sup> day of April in the year 2016 by and between the Corporation of the Town of Fort Frances herein called "Owner," and , herein called "Contractor".

WITNESSETH: That Contractor and Owner undertake and agree as follows:

**ARTICLE 1.**

Contractor shall:

1. Provide all necessary materials, labour, supervision and equipment, and perform all work and fulfill everything as set forth and in strict accordance with the Contract Documents and Addenda numbered [ ] for the project entitled "The Town of Fort Frances Contract No. 16-OF-01 Fort Frances WWTP Screen and Biosolids Dewatering Replacement" which have been prepared by Associated Engineering (Ont.) Ltd., acting as and hereby entitled Engineer; and
2. Commence to proceed actively with the work of the Contract promptly following receipt of the Notice to Proceed, and achieve Total Performance of the Work within a period of 120 calendar days from the date of the ~~Notice of Award~~ **Date of Commencement. It was agreed that the Contractor would mobilize to the Fort Frances Wastewater Treatment Plant site on May 30, 2016, which would also correspond to the Date of Commencement. Therefore, the total completion date shall be September 26, 2016,** subject to the provisions for the extension of Contract Time stipulated in the General Conditions.

**ARTICLE 2.**

Owner will pay to Contractor, as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.

**ARTICLE 3.**

All of the Contract Documents, including but not limited to the Invitation to Bid, Instructions to Bidders, Information Available to Bidders, Bid Form, Supplements to Bid Form, Bonds, Insurance, General Conditions, Supplementary Conditions, Addenda, Appendices, Specifications and Drawings, whether annexed hereto or contained in a separate volume, are incorporated herein and form a part of this Agreement as fully to all intents and purposes as though recited in full herein, and the whole shall constitute the Contract between the parties, and it shall enure to the benefit of and be binding upon them and their successors, executors, administrators, and assigns.

**ARTICLE 4.**

No implied contract of any kind whatsoever, by or on behalf of Owner, shall arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants, and agreements contained herein and made by the parties hereto are and shall be the only contracts, covenants, and agreements on which any rights against Owner may be founded.

**ARTICLE 5.**

Subject to Article 3, this Agreement shall supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Agreement prior to the execution and delivery hereof.

**ARTICLE 6.**

Any Notice to be given by either Party pursuant to this Agreement, or Engineer, shall be in writing and delivered personally, by commercial courier or transmitted by fax to the following addresses and fax numbers, as applicable:

<b>Contractor at:</b>	
Address: 3172 Alps Road, RR#1, Ayr, ON N0B 1E0	
Fax: 519-632-8855	Email:
<b>Owner at:</b>	
Address: 320 Portage Avenue, Fort Frances, Ontario	
Fax: 807-274-8479	Email:
<b>Engineer at:</b>	
Address: 304 The East Mall, Toronto, Ontario M9B 6E2	
Fax: 416-622-6249	

A Notice shall be deemed to have been given and received on the date on which it was delivered or transmitted, if delivered or transmitted on a Business Day during the regular business hours of the recipient. If it is delivered or transmitted on a day that is not a Business Day or outside the regular business hours of the recipient, the Notice shall be deemed to have been delivered or transmitted on the following Business Day.

A Party may change its address for receipt of Notices at any time by giving Notice of the change to the other Party and Engineer in accordance with this provision. Engineer may change its address for receipt of Notices at any time by giving Notice of the change to the Parties in



accordance with this provision. Such changed address for receipt of Notices will be effective five (5) Business Days after receipt of the Notice by the recipient.

Email may be used for day-to-day communication between the Parties and others working on the Project, but email shall not be used for the delivery of a Notice which is required to be given by this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year above first written.

**For Individual or Partnership:**

SIGNED, SEALED AND DELIVERED by:

_____	Contractor (please print)	_____	Signature
in the presence of:			
_____	Name	_____	Title
_____	Address		
_____	City/Prov/PC		Seal
_____	Occupation		

**For Limited Company:**

The Corporate Seal of:

Kingdom Construction Limited  
Contractor (please print)

was hereunto affixed in the presence of:

<u>[Signature]</u>	President	
Authorized Signing Officer	Title	Seal

_____	Title
Authorized Signing Officer	


**NOTE:** If Contractor is a joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

**For Corporate Owner:**

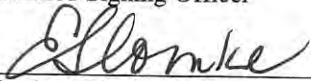
The Corporate Seal of:

The Corporation of the Town of Fort Frances  
Owner (please print full corporate name)

was hereunto affixed in the presence of:

  
\_\_\_\_\_  
Authorized Signing Officer                      mayor  
Title

Seal

  
\_\_\_\_\_  
Authorized Signing Officer                      Town Clerk  
Title

**END OF DOCUMENT**