

## SCHEDULE 2

### AGREEMENT

THIS AGREEMENT made this 5 day of June, 2018.

BETWEEN:

Ed Kaun & Sons Ltd

(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 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 Chief Building Officer (in the Tender Documents the 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 of 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:

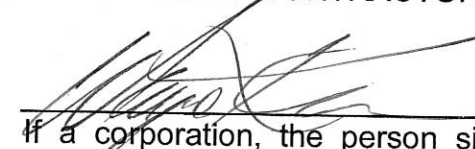
Ed Kaun & Sons Ltd  
RRI, RMB 268  
Fort Frances, ON  
P9A 3M2

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:

Tyler Reinison

PRINT NAME AND TITLE OF PERSON  
SIGNING:

Wayne Kaun, Vice President

IF A CORPORATION, PRINT PROPER NAME  
OF CORPORATION:

Ed Kaun & Sons Ltd

Address of Witness:

833 Armit Ave  
Fort Frances, ON P9A 2J5

Address of Contractor:

RR1 RMB 268  
Fort Frances, ON P9A 3M2

Phone Number of Witness:

807-275-6300

Phone Number of Contractor:

807-274-6246

Fax Number: 807-274-7389

Cell Number: 807-274-9459

The Corporation of the Town of Fort Frances

per:

\_\_\_\_\_

per:

\_\_\_\_\_

I/we have authority to bind the Town

### SCHEDULE 3


#### OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

The undersigned Tenderer, Ed Kaun & Sons Ltd  
shall and does hereby agree and confirm that:

1. it is aware that the Town places great importance on the compliance with and adherence to the Occupational Health and Safety Act (the "Act") and the safety standards and policies of all authorities having jurisdiction;
2. all Work performed by the Tenderer or on its behalf shall be in conformity with the Act and the construction, health, and safety standards and policies of all authorities having jurisdiction;
3. the Tenderer and its employees, personnel, contractors, subcontractors, agents and/or representatives are knowledgeable and well versed in and with the requirements of, the Act and the safety procedures required for during the performance and completion of the Work;
4. all persons involved with the Work shall be required to wear proper safety equipment at all times; and
5. the Tenderer shall be solely responsible for, and the Tenderer shall not hold nor seek to hold the Town responsible in any way for, any violations of the Act or the failure of the Tenderer to comply with and adhere to the safety standards and policies of any and all authorities having jurisdiction.

SIGNATURE OF CONTRACTOR:

  
Witness to signature of Tenderer

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

Print name of Witness:

Tyler Reinson

PRINT NAME AND TITLE OF PERSON  
SIGNING:

Wayne Kaun - Vice President

IF A CORPORATION, PRINT PROPER NAME  
OF CORPORATION:

Ed Kaun & Sons Ltd

Address of Witness:

833 Armit Ave  
Fort Frances ON

Address of Contractor:

RRI PMB 268  
Fort Frances, ON P9A 3M2

Phone Number of Witness:

807-275-6300

Phone Number of Contractor:

807-274-6246

Fax Number: 807-274-7389

Cell Number: 807-275-9459

The Corporation of the Town of Fort Frances  
per:

per:

I/we have authority to bind the Town

Date: June 5, 2018.

## SCHEDULE 4

### SPECIFICATIONS AND OTHER PROVISIONS

1. Tenderer agrees to commence the work as specified, to proceed continuously to completion, and complete the work as follows:

Commencement Date: July 15, 2018

Completion Date: Jan 15, 2019

2. The Tenderer is advised that the Town intends to award and complete the work no later than **November 1, 2018**.
3. The Tenderer is responsible to submit schedule for all work **PRIOR** to commencement date of above to all sites. Sites have scheduled rental date(s) and time(s) for the public and cannot be interrupted by work.
4. It is the responsibility of the Tenderer to obtain and post, all applicable permits and arrange inspections required on behalf of the Town.
5. All material colour choices are to be confirmed with the Town's representative prior to ordering.
6. Any damage to the grounds surrounding the facilities will be the responsibility of the contractor to repair to the satisfaction of the Town.
7. The successful contractors must obtain a business license from the Town of Fort Frances Information Desk at the Civic Centre, unless they already possess one.
8. Listing of Subcontractors:

Revco Flooring	Fort Frances, ON
Connect Electric	Fort Frances, ON
Fabris & Watts (2015) Ltd	Winnipeg, MB