

Heating and Ventilation Maintenance

STANDARD FORM OF AGREEMENT

THIS AGREEMENT made in triplicate this 13th day of FEBRUARY
in the year Two Thousand and 18.

BETWEEN:

PRYOR HEATING
(herein called the "Contractor")

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 Bidder has represented to the Municipality that he is well able to perform the Work described in the Contract Documents.

NOW THEREFORE the parties hereto undertake and agree as follows:

Article 1 - The Bidder shall:

a) Do and fulfil 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 by both PARTIES.

Article 2 - The Contract

The Contract Description, Information to Bidders, Form of Quote, and Standard Form of Agreement 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.

Article 3 - Terms

The Municipality shall pay to the Contractor in lawful money of Canada for the performance of the Contract, the amounts set out in the Form of Quote subject to the adjustments, additions, deductions and deletions as provided in the Contract Documents.

Article 4 – Invoicing

Upon completion of works allocated through this contract the contractor shall submit invoicing for work within one (1) month of completion of such work

Article 5 - Payments

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

Article 6 - 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 Contractor at: ^{MAIL →} RR#1 RMB-226 FROG CREEK RD FORT FRANCES, ONT P9A 3M2
SHOP - Hwy 11/21 SITE 184 FORT FRANCES, ONT P9A-3M2
EMAIL pydeheating@gmail.com FAX - 807-274-9458

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 of
Operations & Facilities at: Operations and Facilities Division
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9

Fax No. 807-274-7360

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:

Date

Contractor

THE CORPORATION OF THE TOWN OF FORT
FRANCES

Date


MAYOR

CLERK

(CORPORATE SEAL)

Unincorporated Contractors sign below:

SIGNED:
in the presence of:



Contractor's Signature



Witness to Contractor's Signature

02/13/18
Date