


SCHEDULE 2

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2019.

BETWEEN:


(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 Request for Quotations for the respective Total Prices, quoted by the Contractor in the Quotation.

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

1. The Contractor shall perform and complete the Work:
 - (a) to, and for, the benefit and satisfaction of the Town, in accordance with the Request for Quotation Documents;
 - (b) for the respective Total Prices quoted by the Contractor in the Quotation received April 26, 2019 except as may be increased or decreased by increase or decrease in taxes (such as HST).
2. 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 Request for Quotation Documents. The Town shall pay on account thereof upon the approval of the Manager of Operations and Facilities. Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.

3. 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.
4. 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 Contractor or the Contractor's business or any part thereof; or
 - (b) a petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Contractor;
 - (c) the Contractor fails or neglects to properly perform or complete the Work or otherwise fails to comply with the requirements of the Request for Quotations (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 Request for Quotation 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:

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:

Laverne Lampi
Witness to signature of Tenderer

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

Print name of Witness:

Laverne Lampi

PRINT NAME AND TITLE OF PERSON
SIGNING:

Heikki Lampi

IF A CORPORATION, PRINT PROPER NAME
OF CORPORATION:

Heikki Lampi Sand & Gravel LTD.
—

Address of Witness:

1244 First St. E.
Fort Frances, ON
P9A 1M3

Address of Contractor:

1244 First St. East
Fort Frances, ON P9A 1M3

Phone Number of Witness:

807-274-9647

Phone Number of Contractor:

807-274-9647

Fax

807-274-3227

Number:

Cell

807-275-9852

Number:

The Corporation of the Town of Fort Frances

per:

per:

I/we have authority to bind the Town



The Dominion of Canada General Insurance Company - the Insurer

165 University Avenue, Toronto, ON M5H 3B9 travelerscanada.ca

The Dominion of Canada General Insurance Company, St. Paul Fire and Marine Insurance Company and Travelers Insurance Company of Canada are the Canadian licensed insurers known as Travelers Canada.

CERTIFICATE OF INSURANCE

This is to certify to:

*The Corporation of the Town of Fort Frances
320 Portage Ave., Fort Frances ON P9A3P9*

*that policies of insurance herein described have been issued to the
Insured named below and are in force at this date.*

Named Insured: Heikki Lampi Sand & Gravel Ltd. and 539233 Ontario Ltd.

Address: 1244 First Street East, Fort Frances, ON P9A 1M3

Location and Operations to which this Certificate applies: Gravel Pit Operations, Sand and Gravel Sales, Delivery, Excavating, Building

Kind of Policy	Policy Number	Expiry Date			Limits of Insurance	
		D	M	Y		
Commercial General Liability Products - Completed Operations Hazard Included <input checked="" type="checkbox"/> Excluded <input type="checkbox"/> Cross Liability Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CCP8492542	10	3	2020	Bodily Injury And Property Damage Liability Each Occurrence Limit \$1,000,000	
					Personal And Advertising Injury Limit \$1,000,000 Any one person or organization	
					Medical Expense Limit \$2,500 Any one person	
					General Aggregate Limit \$5,000,000	
					Tenants' Legal Liability Limit \$250,000 Any one premises	
					Products/Completed Operations Aggregate Limit \$1,000,000	
Automobile Liability All owned vehicles <input type="checkbox"/> *Specified vehicles only <input type="checkbox"/> Standard Non-Owned <input checked="" type="checkbox"/> Hired Vehicles <input type="checkbox"/> Leased Vehicles <input type="checkbox"/>	CCP8492542	10	3	2020	\$1,000,000 Inclusive Limit	Bodily Injury and Property Damage Combined
					* Describe Specific Vehicles	
Other (describe) <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	CCP8492542	10	3	2020	Umbrella Liability \$4,000,000	

Note: The Corporation of the Town of Fort Frances is added as an additional insured to the Commercial General Liability Rider of this policy but only with respect to liability caused, in whole or in part, by the Named Insured in the performance of the insured's ongoing operations. Policy limits are not increased by such addition. The insurer waives any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled as against the Town and any other corporation owned, operated, or controlled by or affiliated with the Town, together with a severability of interest clause and a cross liability clause.

The insurance afforded is subject to the terms, conditions, and exclusions of the applicable policy. This Certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer. The Insurer will endeavour to mail to the holder of the Certificate 60 days written notice of any material change in or cancellation of these policies, but assumes no responsibility for failure to do so.

Authorized Representative: E-SIGNED by Carrie Shouldice
on 2019-05-03 13:28:25 GMT

Company: Gillons' Insurance Brokers Ltd.

Print name including position held: Carrie Shouldice, Account Manager

Date: 3-May-19

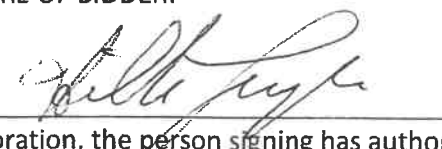
OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

The undersigned Contractor, HEIKKI LAMPI SAND & GRAVEL 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 Contractor 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 Bidder 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 Bidder shall be solely responsible for, and the Bidder 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 BIDDER:


Witness to signature of Tenderer

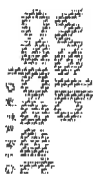

If a corporation, the person signing has authority to bind such corporation

Print name of Witness:

Laverne Lampi

PRINT NAME AND TITLE OF PERSON SIGNING:

HEIKKI LAMPI SAND & GRAVEL LTD.
1244 FIRST ST. EAST
FORT FRANCES, ON P8A 1M3
807-274-9547 PH. 807-274-0327 FAX
CELL 807-276-8832



Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd- mm-yy) / Période de validité (jj/mm/aaaa)
HEIKI LAMP SAND & GRAVEL LTD	1244 FIRST ST EAST, FORT FRANCES, ON, P9A1M3, CA	4564-000: Dry Bulk Materials Trucking 4121-001: Highways, Streets, and Small Bridges 0821-000: Sand and Gravel Pit Operations	THE CORPORATION OF THE TOWN OF FORT FRANCES / TOWN OF FORT FRANCES	320 PORTAGE AVE, PAYROLL DEPARTMENT, FORT FRANCES, ON, P9A3P9, CA	W200000FJ8ZA	02-May-2019 to 19- May-2019

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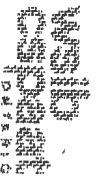
The insurance afforded is subject to the terms, conditions, and exclusions of the applicable policy. This Certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer. The Insurer will endeavour to mail to the holder of the Certificate 60 days written notice of any material change in or cancellation of these policies, but assumes no responsibility for failure to do so.

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Representative: on 2019-05-03 13:28:25 GMT

Company: Gillons' Insurance Brokers Ltd.

Print name including
position held: Carrie Shouldice, Account Manager

Date: 3-May-19



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HEALTH & SAFETY POLICY

ANNA L AMP considers preventing accidents and providing a safe workplace to be vitally important. As owner I will take every reasonable precaution to ensure a safe working environment. A safe workplace is beneficial to employees, customers and guests.

Employee health and safety is important to me personally and to EMPLOYEES. No task is vital enough to justify performance in an unsafe manner. The most important part of safety is the well-being of employees.

All workers and management must play a role in making our workplace safe.

Identify situations that may be hazardous or present danger to employees and report to the management immediately.

Obtain information from ownership to identify potential or existing hazards of materials, processes or equipment.

It is vitally important to be aware of safety considerations at all times. It is also important to report any injury to ownership quickly. Any dangerous conditions should also be reported to the management immediately.

Date: MAY 22/2019

Owners Signature: _____

