SECTION III

AGREEMENT

THIS AGREEMENT made in triplicate the 23rd day of June in the year Two Thousand Twenty One by and between

GFL ENVIRONMENTAL INC.

Hereinbefore and hereinafter called the ***"Contractor"***

and

The Corporation of the City of Elliot Lake

Hereinbefore and hereinafter called the ***"Owner"***

WITNESSETH: That the Contractor and Owner for the considerations hereinafter indicated undertake and agree as follows:

ARTICLE I

The Instructions to Bidders, the Tender Form, and Specifications/Terms of Reference are to be read herewith and form part of the present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof had been embodied herein.

ARTICLE II

The Contractor undertakes and agrees:

a) To provide all necessary labour, equipment and materials and perform all the works as described in the Contract Specifications entitled:

ENV2021-02 – CURBSIDE GARBAGE PICKUP

which were prepared by The Corporation of the City of Elliot Lake, Public Works Department, 3 Timber Road, Elliot Lake, Ontario.

b) To do and fulfill everything indicated by this agreement and the Instructions to Bidders and Specification/Terms of Reference.

c) To commence the work within seven days of being given written notice to proceed with the work and complete, substantially, all the work to which this agreement refers by a date mutually agreed upon by both parties.

ARTICLE III

The owner undertakes and agrees:

To pay the Contractor in lawful money of Canada for the performance of the work (subject to additions and deductions as provided in the General Conditions of the Contract) at the lump sum price of:

Eight Hundred and Ninety Two Thousand, Six Hundred and Four (Plus Applicable HST) ($892,604.00 + HST)

ARTICLE IV

The Contractor and the Owner for themselves, their successors, and assigns, hereby undertake and agree to the full performance of the covenant contained herein and in the General Conditions of the Contract, and that this Agreement with the General Conditions of the Contract, and the Specifications constitute the Contract and the Plans.

ARTICLE V

The Contractor agrees to carry out this Agreement in a manner calculated to avoid additional expenses and additional legal costs being incurred by the Owner and undertakes to indemnify the Owner for all such additional legal expenses and any legal costs arising from the carrying out of this Agreement including, without limited the generality of the foregoing, the Contractor agrees to indemnify the Owner for all legal expenses and legal costs that the Owner may be compelled to pay in respect of any Lien claim or claims which may be claimed or registered.

ARTICLE VI

The terms "Owner", and "City" and "Corporation" as mentioned in the Agreement, the Information for Bidders, the Tender, the General Conditions and the Special Conditions of the Contract, and Specifications, shall mean "The Corporation of the City of Elliot Lake."

ARTICLE VII

If and whenever either party hereto desires to give notice to the other party or in connection with this Agreement, such notice will be effectively given if sent by registered mail to:

The Contractor at: GFL Environmental Inc., 1070 Toy Avenue, Pickering, ON L1W 3P1

The Owner at:

Municipal Office
45 Hillside Drive North
Elliot Lake, Ontario
P5A 1X5

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

SIGNED, SEALED AND DELIVERED
in the presence of

WITNESS

THE CONTRACTOR

BY

AND (SEAL)

THE CORPORATION OF THE CITY OF ELLIOT LAKE

BY
MAYOR

AND (SEAL)
CLERK