

## AGREEMENT BETWEEN OWNER & CONTRACTOR

THIS AGREEMENT made ON THE \_\_\_\_ Day of \_\_\_\_\_ 2023

by and between: **The Corporation of the City of Elliot Lake,**

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**45 Hillside Drive, Elliot Lake, ON, P5X 1X5**

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(hereinafter called the "Owner")

- and **JI Enterprises**

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**813 Granary Lake Road, Blind River ON P0R 1B0**

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(hereinafter called the "Contractor")

The Owner and the Contractor agree as follows:

### ARTICLE 1 - THE WORK

A general description of the work is:

- (a) Grading, drainage, watermain installation, forcemain installation, road restoration and hot mix paving.
- (b) The Contractor shall, for the prices set out in the Form of Tender and except as otherwise specifically provided, provide at no additional cost to the Owner all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out in these Contract Documents and shall forthwith according to the instructions of the Engineer, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Owner within the time specified in the Contract Documents.

### ARTICLE 2 - CONTINGENCY ALLOWANCE

In the event that the Form of Tender provides for and contains a Contingency Allowance, it is understood and agreed that such Contingency Allowance is merely for the convenience of accounting by the Owner, and the Contractor is not entitled to payment thereof except for extra or additional work carried out by the Contractor as directed by the Engineer and in accordance with the Contract Documents and only to the extent of such extra or additional work.

### ARTICLE 3 - CONFLICT

In case of any inconsistency or conflict between the provisions of this Agreement and the Contract Documents and Drawings the Provisions of such documents shall take precedence and govern according to subsection GC2.02 of the General Conditions as detailed following:

- |                             |                                     |
|-----------------------------|-------------------------------------|
| (a) Agreement               | (g) Instructions to Tenderers       |
| (b) Addenda                 | (h) Tender                          |
| (c) Special Provisions      | (i) Supplemental General Conditions |
| (d) Contract Drawings       | (j) General Conditions              |
| (e) Standard Specifications | (k) Working Drawings                |
| (f) Standard Drawings       |                                     |

### ARTICLE 4 - AMENDMENTS

The Contract may be amended only as provided in the Contract Documents.

### ARTICLE 5 - CONTRACT PRICE

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of this Contract, will be paid for and in respect of the work the sum of:

\_\_\_\_\_ (\$\_\_\_\_\_)

subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof, subject to the provision that the Owner may make payments on account monthly or otherwise as may be provided in the General Conditions attached hereto.

### ARTICLE 6 - ADDRESSES FOR NOTICES

Notices in writing between the parties or between them and the Engineer shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended by hand or by registered post; or if sent by regular post, to have been delivered within 5 Working Days of the date of mailing when addressed as follows:

The Owner at **The Corporation of the City of Elliot Lake** \_\_\_\_\_  
Owner's Name

**45 Hillside Drive** \_\_\_\_\_  
Street and Number and Postal Box Number if Applicable

**Elliot Lake, ON, P5X 1X5** \_\_\_\_\_  
Post Office or District, Province, Postal Code

The Contractor at **JI Enterprises** \_\_\_\_\_  
Contractor's Name

**813 Granary Lake Road** \_\_\_\_\_  
Street and Number and Postal Box Number if Applicable

**Blind River, ON P0R 1B0** \_\_\_\_\_  
Post Office or District, Province, Postal Code

The Engineer at **TULLOCH Engineering Inc.** \_\_\_\_\_  
Engineering Company

**P.O. Box 579, 200 Main Street** \_\_\_\_\_  
Street and Number and Postal Box Number if Applicable

**Thessalon, Ontario, P0R 1L0** \_\_\_\_\_  
Post Office or District, Province, Postal Code

## ARTICLE 7 - CONTRACT DOCUMENTS

A copy of each of the Specifications, General Conditions, Supplemental General Conditions, Special Provisions, Form of Tender, Tendering Information and Contract Drawings hereto annexed and together with Issued for Tender Drawings 22-1290-C1, 22-1290-C2, 22-1290-C3, 22-1290-C4, 22-1290-C5, 22-1290-C6, sealed on August 25<sup>th</sup>, 2023, are made part of this Contract as fully to all intents and purposes as though recited in full herein.

## ARTICLE 8 - EXPRESSED COVENANTS

No implied contract of any kind whatsoever by or on behalf of the Owner shall arise or be implied by or inferred from anything in this Contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Owner shall be the only covenants and agreements upon which any rights against the Owner may be founded.

## ARTICLE 9 - TIME OF THE ESSENCE

Time shall be deemed the essence of this Contract.

## ARTICLE 10 – CONTRACTOR’S RESPONSIBILITY

The Contractor declares that in tendering for the works and in entering into this Contract he has either investigated for himself the character of the work and all local conditions that might affect his tender or his acceptance or performance of the work, or that not having so investigated, he acknowledges that his responsibility under the Contract is in no way reduced or limited thereby and, in either case, he is willing to assume and does hereby assume all risk of conditions arising, developing, or being revealed in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfill, than was contemplated or known when the tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever by the Owner or its officers, employees or agents, being aware that any information from such sources was and is approximate and speculative only and was not in any manner warranted or guaranteed by the Owner.

## ARTICLE 11 - SUCCESSION

The Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

SIGNED AND DELIVERED  
in the presence of:

**OWNER**

\_\_\_\_\_  
Owner's name

\_\_\_\_\_  
signature

\_\_\_\_\_  
name and title of person signing

\_\_\_\_\_  
signature

\_\_\_\_\_  
name and title of person signing

**WITNESS**

\_\_\_\_\_  
signature

\_\_\_\_\_  
name and title of person signing

**CONTRACTOR**

\_\_\_\_\_  
Contractor's name

\_\_\_\_\_  
signature

\_\_\_\_\_  
name and title of person signing

\_\_\_\_\_  
signature

\_\_\_\_\_  
name and title of person signing

**WITNESS**

\_\_\_\_\_  
signature

\_\_\_\_\_  
name and title of person signing