

### SECTION III

#### AGREEMENT

THIS AGREEMENT made in triplicate the \_\_\_\_\_ day of \_\_\_\_\_  
in the year Two Thousand Twenty Three by and between

**Northern Contracting and Maintenance (Sault) Ltd.**

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

and

**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 with the Schedule of Unit Prices, 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:

**RDS2024-02, ASPHALT PAVEMENT CRACK SEALING**

which were prepared by The Corporation of the City of Elliot Lake, Infrastructure Services 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

**Eighty-nine thousand four hundred four dollars (\$89,404.00)**

#### 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, the Tender with the Schedule of Unit Prices, 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

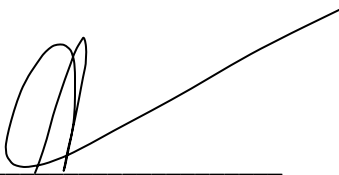
The Owner at

Municipal Office  
45 Hillside Drive North  
Elliot Lake, ON 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