



APPENDIX D - FORM OF CONTRACT

AGREEMENT

THIS AGREEMENT made in triplicate the 19 day of September in the year Two Thousand Twenty-Four by and between

Brant Municipal Enterprises 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 with the Lump Sum Price, 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 (including supply and installation of steel poles) and perform all the works as described in the Contract Specifications entitled:

RFP-PARKS-08-2024

- 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

Three hundred forty-nine thousand, nine hundred twenty-one dollars

(\$349,921)

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 Lump Sum Schedule, 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.

BME AMENDMENT

The Contractor agrees to carry out this Agreement in a manner calculated to avoid unnecessary expenses, including legal costs, for the Owner. However, the Contractor acknowledges that the geotechnical report and soil analysis provided are incomplete, with limited boring and testing areas. As a result, unforeseen subsurface conditions may arise during construction, potentially leading to additional costs outside of the original lump sum price.

In the event that such additional costs become necessary due to unforeseen subsurface conditions or lack of adequate soil information, the Contractor will



immediately notify the Owner in writing. Any additional costs will not be incurred by the Contractor until they have been reviewed and approved by the Owner (City of Elliot Lake). Once approved, these costs will be formalized through a Change Order and documented as an addition to the contract price.

No additional costs beyond the lump sum price will be considered valid without the Owner's explicit written approval, and all such costs will be subject to thorough review to ensure they are reasonable and necessary for the completion of the project.

The Contractor also agrees to indemnify the Owner for any legal expenses or legal costs arising from this Agreement, including but not limited to Lien claims or other claims that may arise in connection with the project.

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

Brant Municipal Enterprises Inc.
26 Park Avenue
Burford, ON
N0E 1A0

The Owner at

Municipal Office
45 Hillside Drive North
Elliot Lake, Ontario
P5A 1X5
Attention Kari Kluge
kkluge@elliottlake.ca

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



Elliot Lake

SIGNED, SEALED AND DELIVERED
in the presence of

Darryl Lee
CEO, Brant Municipal Enterprises

WITNESS

(THE CONTRACTOR

(BY Sean Yacoub

(AND _____ (SEAL)

(THE CORPORATION OF THE CITY OF
ELLIOT LAKE

(BY _____

(MAYOR

(AND _____ (SEAL)

(CLERK