

THIS AGREEMENT, made in quadruplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20XX

BETWEEN: \_\_\_\_\_

hereinafter called the "Contractor"

OF THE FIRST PART

-and-

THE CORPORATION OF THE TOWN OF AJAX,

hereinafter called the "Town"

OF THE SECOND PART

**WHEREAS** the Town called a Request for Bid No. \_\_\_\_\_,  
for \_\_\_\_\_  
(Hereinafter referred to as "the Contract Work") and the Contractor submitted a Bid therefore dated the  
\_\_\_\_\_ day of \_\_\_\_\_, 20XX; a copy of which Bid is hereto annexed to  
this Agreement and constitutes and is hereinafter referred to as the "Bid";

**AND WHEREAS** the Town awarded to the Contractor, a Contract for the Contract Work at the price  
therefore mentioned and set forth and marked "Accepted" in the Bid and in accordance with all the terms  
and conditions of the **Request for Bid**; and of the **Specifications** and of the **General Conditions of  
Contract**; and of the **Instructions to Bidders**; and of the **Special Provisions**; and any **Addenda**, hereto  
annexed or referred to, and of the **Drawings and Plans** referred to and listed in such Specifications, and for  
the prices submitted in the **Schedule of Prices**, all of which being hereinafter referred to as the "**Contract  
Documents**."

**NOW THEREFORE THIS AGREEMENT WITNESSETH**, that the Contractor and the Town hereby mutually  
covenant and agree as follows:

- 1 That the Contractor will execute and perform the whole of the Contract Work with all due expedition and in a thoroughly workmanlike manner in all respects in strict accordance with all of the terms and conditions of the Contract Documents, and will maintain and guarantee the Contract Work as provided for in the Contract Documents, all to the entire satisfaction of the Contract Administrator and his/her successor, and of the Town, and that in the execution and performance of the Contract Work the Contractor will carry out, perform, observe, fulfill and abide by all the covenants, agreements, stipulations, provisos and conditions mentioned and contained in the Contract Documents, on the part of the Contractor to be carried out, performed, observed and fulfilled.
- 2 That the Contractor will complete all of the Contract Work by \_\_\_\_\_ as specified by the Town in the Contract Documents, subject to potential adjustments pursuant to GC 3.06 Extension of Contract Time, described in the General Conditions of Contract section of the Contract Documents.
- 3 That the Contractor will complete the portion of Works labeled ( \_\_\_\_\_ )  
by \_\_\_\_\_ as specified by the Town in the Contract Documents, subject to potential adjustments pursuant to GC 3.06 Extension of Contract Time, described in the General Conditions of Contract section of the Contract Documents.
- 4 That the Contract Price is \_\_\_\_\_ dollars (\$ \_\_\_\_\_), in Canadian funds (inclusive of all taxes), which price shall be subject to adjustments as may be required in accordance with the provisions of the Contract Documents.
- 5 That subject to the provisions of GC 8.02.09 Liquidated Damages, the amount per day for liquidated damages is \$ \_\_\_\_\_, plus inspection costs.

**RFX No. XXXXXX**  
**PROJECT NAME**  
**FORM OF AGREEMENT**

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- 6 That the Contractor will from time to time and at all times hereinafter well and truly save, defend, and keep harmless and fully indemnify the Town and such of its officers, servants and agents of, from and against all actions, suits, claims, executions and demands which may be brought against or made upon the Town, its officers, servants and agents, or any of them, and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the Town, its officers, servants and agents, or any of them, by reason or on account or in consequence of the execution and performance of the Contract Work and/or the non-execution, or imperfect execution of the Contract Work and/or the supply, or non-supply of plant and material for the Contract Work, and will pay to the Town and to each such officer, servant, or agent on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by the Town or by any of its officers, servants and agents in consequence of any such action, suit, lien, execution or demand and any monies paid or payable by the Town or any of its officers, servants or agents in settlement or in discharge or on account thereof, provided that on default of such payment all such last mentioned loss, costs, damages and expenses and all such money so paid or payable may be deducted from any moneys of the Contractor then remaining in the possession of the Town on account of the Contract Work or from moneys payable by the Town to the Contractor on any account whatever or may be recovered from the Contractor or its Surety in any court of competent jurisdiction as moneys paid at their request; and the Contractor hereby authorizes and empowers the Town, or its Solicitors for the time being, to defend, settle or compromise any of such actions, suits, claims, liens, executions or demands as the Town or its said Solicitor may deem expedient, and hereby agrees to ratify and confirm all the acts of the Town or its Solicitor in that behalf, and to pay to such Solicitor on demand his reasonable costs of any such defense, settlement and/or compromise, and that in default of such payment the same may be deducted from any moneys payable by the Town to the Contractor on any account whatever; provided, however, that the Contractor at the expense of the Contractor may take charge of and conduct the defense in the name of the Town to any such action, suit, claim, lien, execution or demand.
- 7 That if the Contractor has duly and properly executed and performed the Contract Work and has carried out, performed, observed, fulfilled, kept and abided by all the covenants, agreements, stipulations, provisos, terms and conditions herein and in the Contract Documents contained; the Town will pay the Contractor for the Contract Work, in Canadian funds, the price mentioned and set forth and marked "Accepted" in the Bid and for such extra or additional work at the unit rates or the amounts, as the case may be, stipulated in the written orders, authorizing the extra or additional work, such payments to be made in the manner and subject to the forfeitures and deductions mentioned in the Contract Documents, upon progress estimates or certificates signed by the Contract Administrator and subject to the provisions of all applicable legislation, statutory regulations respecting holdback percentages, and By-laws of the Town;

**PROVIDED;**

- .1 that no money shall become due or payable under this Agreement unless and until a progress estimate or certificate therefore shall have been signed by the Contract Administrator as herein provided, the possession of which is hereby made a condition precedent to the right of the Contractor to be paid or to maintain any action for such money or for any part thereof;
- .2 that the Town shall not be liable or compelled to pay for any such extra or additional work except only in a manner and as provided for herein and in the Contract Documents, or to grant or issue any progress estimate or certificate for any of the Contract Work rejected or condemned by the said Contract Administrator to pay any money therefore until the work so rejected or condemned has been replaced by new material and workmanship to the written satisfaction of the said Contract Administrator, and
- .3 that the granting of any progress estimate or certificate or the payment of any moneys thereunder shall not be construed as an acceptance by the Town of any bad or defective work or material to which the same relates, or as an admission of liability by the Town to pay any money in respect thereof, and shall not in any manner lessen the liability of the Contractor to replace such work or material, although the condition of the same may not have been known to or discovered by the said Contract Administrator at the time such progress estimate or certificate was granted, or moneys paid thereon.

**RFX No. XXXXXX**  
**PROJECT NAME**  
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8 That any notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and delivered by hand or facsimile as follows:

The Owner at:                   The Corporation of the Town of Ajax, **Department**  
65 Harwood Avenue South, Ajax, ON L1S 2H9  
Email: **xxxxxxx.xxxxxx@ajax.ca**

The Consultant at:           **Remove if not applicable**  
\_\_\_\_\_

The Contractor at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or at such other address as may from time to time be designated by notice given in the manner herein provided. Such notice shall be deemed to have been given when delivered, provided that if notice is delivered by email, facsimile or by hand on a day other than a Working Day or after 3:00 pm on a Working Day, then the same shall be deemed to have been given on the next Working Day.

9 That the Contract Documents shall be incorporated into and be made part of this Agreement to the same extent, effect and fully as if each of them was set out and specifically repeated in the Agreement.

10 That this Agreement and everything herein contained shall respectively ensure to the benefit of and be binding upon the Contractor and the Town, their successors and assigns respectively.

**IN WITNESS WHEREOF** the Contractor and the Town have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized;

**SIGNED, SEALED AND DELIVERED**

**CONTRACTOR**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signing Officer Name/Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Witness Name/Title**

\_\_\_\_\_  
**Signature**

**OWNER**

\_\_\_\_\_  
The Corporation of the Town of Ajax  
\_\_\_\_\_  
65 Harwood Avenue South, Ajax, ON L1S 2H9  
\_\_\_\_\_

\_\_\_\_\_  
**Signing Officer Name/Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signing Officer Name/Title**

\_\_\_\_\_  
**Signature**