

Schedule "A"

City of Sault Ste. Marie
Contract No. 2024-9E

East End WWTP UV Upgrades
AECOM PN 60718973



The Corporation of the City of Sault Ste Marie

**East End WWTP UV Upgrades
Contract No. 2024-9E**

FORM OF AGREEMENT

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This Agreement, made (in triplicate) this 24th day of February in the year 2025, by and between **S&T Electrical Contractors Limited**, hereinafter called the “**Contractor**”,

AND

The Corporation of the City of Sault Ste. Marie, hereinafter called the “**Owner**”.

WITNESSETH: That the Contractor and the Owner undertake and agree as follows:

1. The Contractor will provide all the necessary machinery, tools, equipment, materials, supplies, labour, and other means of construction, to complete all of the works shown and described in, and in strict accordance with, the Contract Documents entitled:

CONTRACT NAME: East End WWTP UV Upgrades
CONTRACT NUMBER: 2024-9E

which have been signed in triplicate by both parties and which were prepared by AECOM Canada ULC, acting as Contract Administrator and herein entitled, the “**Contract Administrator**”.

2. The Contractor will do and fulfill everything indicated by the Agreement (being this Form of Agreement), Addenda (if any), the Special Provisions, Contract Drawings, the Technical Specifications, the Bid System Submissions, the Information to Bidders, Ontario Standard Specifications and Drawings, OPSS.MUNI 100 (November 2019 version or newest) and working drawings.
3. The Owner shall pay to the Contractor the contract price as set forth in the Form of Tender in accordance with the provisions set forth in the Special Provisions, Technical Specifications, and General Conditions.
4. The Owner shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise specified.
5. The Contractor will complete all the work under the supervision and direction and to the entire satisfaction of the Contract Administrator within the Contract Time specified, and if the said works have not been completed before that date the said Contractor will pay to the Owner the sum of \$2,500.00 dollars as liquidated damages for every working day beyond the date the said works shall remain incomplete, which amount may be recovered as a debt, or may be set-off against any money payable under this Contract or otherwise.
6. The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and save harmless the Owner and, its

elected officials, officers, employees, volunteers, agents, consultants, and all respective heirs and executors, successors and assigns, from and against any and all claims, causes of action, losses, expenses, fines, costs (including legal costs), interest, charges and damages of every nature and kind whatsoever which may be made or brought against them, their officers, employees and agents, by reason or in consequence of the execution and performance or maintenance of the work, or arising out of or allegedly attributable to the negligent acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, subcontractors, or those for whom at law the Contractor is responsible, in connection with or in any way related to the delivery or performance of this Contract, whether or not the Owner is partially responsible for such claims, demands, actions, losses, expenses, costs or damages. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Contract and shall survive this Contract.

7. Prior to the commencement of any work, the Contractor shall sign and deliver to the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc., the PUC Indemnity attached as Schedule "A" which forms part of this Agreement.
8. The Owner shall be at liberty to pay any moneys due or to become payable under this Contract in or towards payment of any wages or other moneys which may be owing by the Contractor to any workers or sub-Contractors or other persons for work done in connection with this Contract, or of any moneys which may be owing for materials supplied for the works hereby Contracted for, and before payment of any moneys under this Contract the Owner will require the Contractor to make a statutory declaration as to what moneys, if any, are owing for such wages, work or materials, or that the same have all been fully paid.
9. This Contract is based upon a tender bid submission dated the 18th day of December 2024 made by the Contractor. Where the terms of that tender and the terms of this final agreement vary, this agreement shall take precedence.
10. The Contractor shall provide, maintain, and pay for the insurance coverages as specified in the Information to Bidders.
11. All communications in writing between the Owner, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an officer of the Owner for whom they are intended, or if sent by post or by telegram addressed as follows:

Owner: The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, Ontario
P6A 5X6
Attention: Catherine Taddo

Contractor: S&T Electrical Contractors Limited
158 Sackville Road
Sault Ste. Marie, Ontario
P6B 4T6
Attention: Martin Girardi

Contract Administrator: AECOM Canada ULC
523 Wellington Street East
Sault Ste. Marie, Ontario
P6A 2M4
Attention: John Griffiths

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

Signing parties agree to be bound by the electronic signature and agree to electronic execution.

Signed, Sealed and Delivered in the presence of

THE CORPORATION OF THE CITY
OF SAULT STE. MARIE

CONTRACTOR
S&T ELECTRICAL
CONTRACTORS LIMITED

Matthew Shoemaker
Mayor

Signature
I have the authority to bind the Corporation

Rachel Tyczinski
Municipal Clerk

Name
(Please Print)

Deputy City Clerk - Madison Zuppa

This agreement may be executed in any number of counterparts, and/or by facsimile or email transmission of Adobe Acrobat files, each of which shall constitute an original and all of which, taken together, shall constitute one in the same instrument. Any party executing this Agreement by fax or Adobe Acrobat file shall, immediately following a request by any other Party, provide an originally executed counterpart of this agreement provided, however, that any failure to so provide shall not constitute a breach of this Agreement, except to the extent that such electronic execution is not otherwise permitted under the Electronic Commerce Act, 2000 (Ontario).