

# AGREEMENT BETWEEN BOARD AND CONTRACTOR

For use when a Stipulated Price Contract forms the basis of payment and to be used with the requirements of the Stipulated Price Contract.

This Agreement made on the \_\_\_\_\_ day of \_\_\_\_\_

in the year \_\_\_\_\_

By and between the

## PEEL DISTRICT SCHOOL BOARD

Hereinafter called the **BOARD**

And

\_\_\_\_\_

Hereinafter called the **CONTRACTOR**

The **BOARD** and the **CONTRACTOR** agree as follows:

### 1. THE WORK

The **CONTRACTOR** shall:

1.1. Perform the **WORK** required by the *Contract Documents* for

\_\_\_\_\_

*(Insert here the title and the place of work)*

which the parties have signed, and which were prepared by

.....

Acting as hereinafter called the **CONSULTANT** and

1.2. Do and fulfill everything indicated by this Agreement, and

Commence the **WORK** by the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ and subject to adjustment of Contract Time as provided in the Contract Documents, attain Substantial Performance of the **WORK**, as certified by the **CONSULTANT**,

by the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ .

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## 2. AGREEMENTS AND AMENDMENTS

- 2.1. \_The CONTRACT supersedes all prior negotiations, representations, or agreements, either written or oral, relating in any manner to the WORK, including the bidding documents that are not expressly listed in ARTICLE 3. of the AGREEMENT – CONTRACT DOCUMENTS.
- 2.2. The CONTRACTOR may be amended only as provided in the CONTRACT DOCUMENTS

## 3. CONTRACT DOCUMENTS

- 3.1. The following are the CONTRACT DOCUMENTS referred to in ARTICLE 1. of the AGREEMENT – THE WORK.
  - Agreement Between Board and Contractor
  - Definitions
  - The Contract Requirements of the Stipulated Price Contract.

*(Insert here, attaching additional pages if required, a list identifying all other Contract Documents, including Supplementary Contract Requirements, Drawings, giving drawing number, title, date, revision date(s) or mark(s), Specifications, giving a list of contents with section numbers and titles, number of pages, and date(s) or revision mark(s), Addenda, giving titles, number and dates. Clearly identify modifications to the Contract Documents.)*

*(Note: OAA/OGCA Document No. 100 dated December 12, 2007, commonly referred to as OAA/OGCA Take – Over Procedures, shall be included with, and form part of the following listed Documents.)*

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## 4. CONTRACT PRICE

The *CONTRACT PRICE*, which includes the *HARMONIZED SALES TAX (H.S.T.)* is in the total amount of

\_\_\_\_\_ Dollars

and \_\_\_\_\_ cents. \$ \_\_\_\_\_

## 5. PAYMENT

- 5.1. Subject to applicable legislation and the provisions of the *CONTRACT DOCUMENTS*, including ITEM 15 – COMPLETION SECURITY ACCOUNT, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of ten percent (10%) and an additional amount calculated as per ITEM 15 – COMPLETION SECURITY ACCOUNT, the BOARD shall,
  - 5..1.1. Make progress payments in Canadian funds to the *CONTRACTOR* on account of the *CONTRACT PRICE*. The amounts of such payments shall be as certified by the *CONSULTANT*, and
  - 5..1.2. Upon SUBSTANTIAL PERFORMANCE of the WORK as certified by the *CONSULTANT* pay to the *CONTRACTOR* the unpaid balance of holdback monies then due, and
  - 5..1.3. Upon COMPLETION of the CONTRACT as certified by the *CONSULTANT* pay to the *CONTRACTOR* the unpaid balance of the *CONTRACT PRICE* then due, and
  - 5..1.4. Upon 100% completion as certified by the *CONSULTANT* pay to the *CONTRACTOR* the total amount of the COMPLETION SECURITY ACCOUNT.
- 5.2. In the event of loss or damage occurring where payment becomes due under the property and boiler insurance policies, payments shall be made to the *CONTRACTOR* in accordance with the provisions of ITEM 24 – INSURANCE
- 5.3. Should either party fail to make payments as they become due under the terms of this CONTRACT, or in an award by arbitration or court, interest at the prevailing prime bank rate of such unpaid amounts including earned interest compounded on a monthly basis shall also become due and payable until payment. The bank rate shall be the rate established by the Bank of Canada as the minimum rate at which the Bank of Canada makes short-term advances to the chartered banks.

## 6. RIGHTS AND REMEDIES

- 6.1 The duties and obligations imposed by the *CONTRACT DOCUMENTS* and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 6.2 No action or failure to act by the BOARD, *CONSULTANT* or *CONTRACTOR* shall constitute a waiver of any right or duty afforded any of them under the CONTRACT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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## 7. RECEIPT OF AND ADDRESSES FOR NOTICES

7.1. Notices in writing between the parties or between them and the CONSULTANT shall be considered to have been received by the addressee on the date of delivery 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 five (5) working days of the date of mailing.

**PEEL DISTRICT SCHOOL BOARD**  
H.J.A. BROWN EDUCATION CENTRE  
5650 HURONTARIO STREET  
MISSISSAUGA, ON L5R 1C6

The **CONTRACTOR** at \_\_\_\_\_  
*Street and number and postal box number if applicable*

\_\_\_\_\_  
*Post office or district, province, postal code*

The **CONSULTANT** at \_\_\_\_\_  
*Street and number and postal box number if applicable*

\_\_\_\_\_  
*Post office or district, province, postal code*

## 8. LAW OF THE CONTRACT

8.1. The law of the PLACE of the WORK shall govern the interpretation of the CONTRACT.

## 9. LANGUAGE OF THE CONTRACT

9.1. This agreement is drawn in English at the request of all parties hereto.

## 10. SUCCESSION

10.1. The CONTRACT DOCUMENTS are to be read into, and form part of this agreement, and the whole shall constitute the CONTRACT between the parties, and subject to the law, and provisions of the CONTRACT DOCUMENTS shall enure to the benefit of, and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

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In witness, whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hand of their proper officers thereunto duly authorized.

## SIGNED, SEALED AND DELIVERED

In the presence of:

### PEEL DISTRICT SCHOOL BOARD

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

**Corporate Seal**

\_\_\_\_\_  
*Name and title of person signing*

WITNESS

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

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

\_\_\_\_\_  
*Name and title of person signing*

\_\_\_\_\_  
*Name and title of person signing*

### CONTRACTOR

\_\_\_\_\_  
*Name of Contractor*

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

**Corporate Seal**

\_\_\_\_\_  
*Name and title of person signing*

WITNESS

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

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

\_\_\_\_\_  
*Name and title of person signing*

\_\_\_\_\_  
*Name and title of person signing*

*N.B. Where legal jurisdiction, local practice, or BOARD, or CONTRACTOR requirements call for proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for, and on behalf of the corporation or partnership.*