

**AGREEMENT**

**FOR**

**Tecumseh Fire & Rescue Services Aerial Platform**

**IN THE TOWN OF TECUMSEH**

**THIS AGREEMENT** made (in triplicate) this 28th day of March, 2023

BETWEEN:

**THE CORPORATION OF THE TOWN OF TECUMSEH**  
Hereinafter called the "OWNER"

Of the First Part;

**-and-**

**Fort Garry Fire Trucks Limited**

Hereinafter called the "CONTRACTOR"

Of the Second Part.

**WHEREAS** the RFP submission of the Contractor respecting the supply and delivery of a new complete aerial fire apparatus pursuant to and as specified in the RFP Tecumseh Fire & Rescue Aerial Platform dated December 15, 2022 was accepted by The Corporation of the Town of Tecumseh on February 7, 2023.

**THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and the covenants hereinafter contained, the Parties hereto agree as follows:

1. The Contractor hereby covenants and agrees to provide and supply at its expense, all and every kind of services, labour, machinery, equipment and materials for and to undertake and complete same in strict accordance with its tender submission for the RFP dated December 15, 2022 for the Tecumseh Fire & Rescue Aerial Platform (the "RFP") and the RFP tender contract documents, including as applicable the general terms and conditions of the contract, any plans and drawings and specifications all of which said documents are annexed hereto and form part of this agreement to the same extent as if fully embodied herein, for the price or sum of \$ 2,470,597.30 (H.S.T. Excluded)

2. The Contractor further covenants and agrees to provide, undertake and complete the said services and/or work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the Owner within the period of time specified in the said tender.
3. The Contractor further covenants and agrees that it will at all times indemnify and save harmless the Owner, its officers, servants and agents, from and against all loss or damage, and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the Owner, its officers, servants and agents by reason or in consequence of the execution and performance or maintenance of the said work by the Contractor, its servants, agents or employees.
4. The Contractor further covenants and agrees to furnish in accordance with the above specifications a Performance Bond each in the amount equivalent to one hundred (100%) of the Total Contract/Tender Price, in such form and issued by such surety as may be approved by the Owner's Solicitor, guaranteeing the faithful performance of the said work, in accordance with the terms of this Agreement.
5. It is understood and agreed that the Contractor will not commence or proceed with the services and/or work hereinbefore described or any part thereof, unless and until the Contractor has been instructed in writing so to do.
6. The Owner hereby covenants and agrees that if the said services work shall be duly and properly executed and materials provided as aforesaid, and if the Contractor shall carry out, perform and observe all of the requirements and conditions of this agreement, the Owner will pay to the Contractor the contract price herein set forth in its tender, such payment or payments to be made in accordance with the provisions of the general conditions of the contract referred to above.
7. This agreement and everything herein contained shall ensure to the benefit of and be binding upon the Parties hereto, their successors and assigns, respectively.

**IN WITNESS WHEREOF** the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper Officers in that behalf, respectively.

**THE CORPORATION OF THE  
TOWN OF TECUMSEH**

SEAL

Per: \_\_\_\_\_  
Gary McNamara, Mayor

Per: \_\_\_\_\_  
Robert Auger, Clerk

SEAL

Contractor Name

\_\_\_\_\_  
Witness\*

Per: \_\_\_\_\_  
Chris Pilek, Fort Garry Fire Trucks  
Limited

\*Not necessary if Corporate Seal affixed

We / I have the authority to bind the Corporation