

**STANDARD FORM
AGREEMENT
BETWEEN
TOWN OF PELHAM
AND
CONTRACTOR
2015-CS-03 Phase 2**

CONTRACT AGREEMENT BETWEEN PURCHASER AND CONTRACTOR

This Agreement made on May in the year 2016 by and between hereinafter called the "Purchaser": **Town of Pelham**

and

hereinafter called the "Contractor": **Interkom**

The Purchaser and the Contractor agrees as follows:

Article A-1 The Work

The contractor shall:

- 1.1 perform the Work outlined in the **Request for Proposal: 2015-CS-03, Fundraising Program Phase 2, TOWN OF PELHAM** as detailed in the Bid document.

Article A-2 Contract Period

- 2.1 The Contract will run for length of the time needed to perform the project implementation and any necessary additional services required after implementation not exceeding six (6) months.

Article A-3 Agreements and Amendments

- 3.1 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 A4- Contract Documents**.
- 3.2 The contract may be amended only as provided in the *Contract Documents*.

Article A-4 Contract Documents

- 4.1 This Agreement is in conjunction with the **Request for Proposal: 2015-CS-03, Fundraising Program Phase 2, TOWN OF PELHAM** and is, in turn, bound by the terms and conditions outlined in the said document unless indicated otherwise in this standard form agreement. The Proposal documents have been fully completed and signed by the Contractor and therefore the Contractor is bound by its terms and conditions.
- 4.2 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 the provisions of the Contract Documents shall ensure to the benefit of and be

binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

1. The following are the contract documents outlined in **Request for Proposal: 2015-CS-03, Fundraising Program Phase 2 Technical Specifications**
2. **APPENDIX A** – Bid Submission Form
3. **APPENDIX B** – Agreement to Abide by Established Process
4. **APPENDIX C** – Conflict of Interest
5. **APPENDIX D** – WSIB Declaration
6. **APPENDIX E** – Bid Sheet
7. **APPENDIX F** – References
8. **APPENDIX G** – Standard Form Agreement

Article A-5 Contract Price

5.1 The Contract Price, which excludes Value Added Taxes, is:

\$ 300,000.00 (Maximum)

5.2 All amounts are in Canadian funds; excluding all value added taxes

Article A-6 Purchase Orders

- 6.1 Purchase order 4796 has been issued. The amount of the purchase order will reflect the bid price of the contractor as outlined in **Article A-5 Contract Price**.
- 6.2 The purchase order number **must be** clearly shown on all invoices submitted to the Board. All invoices not showing a purchase order shall be returned to the Contractor unpaid.

Article A-7 Invoicing and Payment

- 7.1 The proposal shall be invoiced in accordance to the agreed upon terms at Bid award.
- 7.2 The Contractor acknowledges and agrees that after the delivery of the goods and/or services in accordance with the terms and conditions herein and of the written purchase orders, payment of such shall be made by the Purchaser.
- 7.3 Invoices must be submitted to the attention of the Accounts Payable Department.

The Town encourages electronic invoices at accountspayable@pelham.ca

If this is not possible, invoices can be delivered to:

Accounts Payable Department

Town of Pelham

P.O. Box 400

20 Pelham Town Square

Fonthill, ON L0S 1E0

- 7.4 All invoices **must** clearly state the purchase order number. Invoices shall contain the Vendor's HST registration number, and the HST amount as a separate item. Separate invoices must be issued by the Contractor for each purchase order. Incomplete invoices will not be paid.

Article A-8 Receipt of and addresses for notices

- 8.1 Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the company, 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 5 working days of the date of mailing when addressed as follows:

The owner at: P.O. Box 400
20 Pelham Town Square
Fonthill ON L0S 1E0

Attention: Town Clerk

Article A-9 Technical Contact

- 9.1 The Purchaser's technical contact person for all operational issues (eg. Scheduling) will be: Cari Pupo, Treasurer 905-892-2607 (x327).

In witness whereof the parties hereto have executed this Agreement and by the hands of their duly authorized representatives

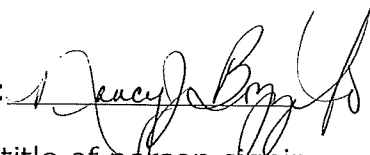
SIGNED AND DELIVERED

In the presence of:

PURCHASER

Name of the Purchaser: **Town of Pelham**

REPRESENTATIVE FOR PURCHASER

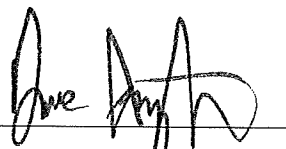
Signature: 

Name and title of person signing

Nancy Bozzato

Town Clerk

REPRESENTATIVE FOR PURCHASER

Signature: 

Name and title of person signing

Dave Augustyn

Mayor

CONTRACTOR

Interkom

Name of the contractor:

REPRESENTATIVE FOR VENDOR

Signature: 

Name and title of person signing

Martin van Zon

President

WITNESS

Signature: 

Name and title of person signing

Dee Zhang

Director