

Section D

AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, 2024,

Between:

Rural Municipality of Lomond No. 37
A Rural Municipality incorporated under the
laws of the Province of Saskatchewan
(herein after referred to as the "Municipality")

OF THE FIRST PART

AND

OF THE SECOND PART

WITNESSETH that the Contractor and the Municipality undertake and agree as follows:

- ARTICLE I The contractor shall:
- a) Provide all equipment, labour and any material necessary, and perform all the work described in the Instructions to Bidders, Special Provisions, and Bid Form.
 - b) Do and fulfill everything indicated by the Agreement, Instructions to Bidders, Special Provisions, and Bid Form.
 - c) Complete the work within the time stated. By mutual agreement the completion date shall be September 30th, 2024; plus any extension in time granted under the terms of the contract documents, after which date the Contractor shall be liable for liquidated damages.

- ARTICLE II The Municipality shall:
- a) Make payment to the Contractor in lawful money of Canada for work completed under this contract according to prices stipulated in the tender form and by quantities reported weekly to the Municipality's representatives.
 - b) Pay the Contractor in accordance with the Terms of Payment in the Special Provisions.

- ARTICLE III The Contract documents shall:
- Include all those items as listed on the Bid Form. These documents together with the Agreement form the contract and are fully a part of the Contract as if hereto attached.

ARTICLE IV All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or an officer of the Corporation for whom they are intended or if sent by post addressed as follows:

The Contractor at:

The Municipality at:

Box 280
Weyburn, SK S4H 2K1

ARTICLE V Neither party of the Contract shall assign, transfer, or sublet the Contract, or any part thereof, without the written consent of the other.

This contract shall inure to the benefit of and be binding upon the parties hereto, and their successors, executors, administrators, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date which is indicated first herein.

SIGNED, SEALED, AND DELIVERED

_____)

_____)

_____)

Contractor

Witness

RURAL MUNICIPALITY OF LOMOND NO. 37

Reeve

(SEAL)

Administrator