

THIS AGREEMENT made (in triplicate) this 28th day of May A.D. 2019

BETWEEN:

CORPORATION OF THE TOWN OF KINGSVILLE

hereinafter called the "OWNER"

Of the First Part;

- and -

HENRY HEYINK CONSTRUCTION LTD.

hereinafter called the "CONTRACTOR"

Of the Second Part.

WHEREAS the tender of the Contractor respecting the construction work, hereinafter referred to and described, was accepted by the Corporation of the Town of Kingsville on the 27th day of May 2019.

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 labour, machinery, equipment and materials for and to undertake and complete in strict accordance with its tender dated the 15th day of May 2019 and the contract documents, including the general conditions of the contract, the plans and drawings and specifications prepared by DILLON CONSULTING LIMITED 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 Lakeside Park Sanitary Sewer Installation and for the price or sum of ONE MILLION, FIVE HUNDRED AND FORTY-SIX THOUSAND DOLLARS AND ZERO CENTS (H.S.T. Included) (\$1,546,000.00).

2. The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner 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 and a Labour and Material Payment Bond each in the amount equivalent to one hundred percent (100%) of the Total 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 construction work herein before described or any part thereof, unless and until the Contractor has been instructed in writing to do so.

6. The Owner hereby covenants and agrees that if the said 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 enure 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.

OWNER'S SEAL

CORPORATION OF THE TOWN OF KINGSVILLE

Owner

Owner's Signature

Owner's Signature

Date

CONTRACTOR'S SEAL

HENRY HEYINK CONSTRUCTION LTD.

Contractor

Joseph Calabrese

Contractor's Signature

Contractor's Signature

29 MAY 2019

Date

275 Colborne Street, P.O. Box 1341

Chatham, ON N7M 5R9

Contractor's Address