

Contract Agreement

File No. MS19-104
2019 BRIDGE PROGRAM - CEDAR ISLAND BRIDGE

THIS AGREEMENT made in triplicate this ____ day of _____, 2019 A.D.

BETWEEN: THE CORPORATION OF THE TOWN OF KINGSVILLE
(hereinafter called the "Owner")

OF THE FIRST PART

- and -

ELMARA CONSTRUCTION CO. LTD.
(hereinafter called the "Contractor")

OF THE SECOND PART

WITNESSETH

That the Owner and the Contractor in consideration of the fulfillment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

ARTICLE 1

(a) A general description of the work is:

2019 Bridge Program – Cedar Island Bridge – Concrete Repair, Sidewalk Repair, Steel Railing Replacement, Concrete Slope Armouring

(b) The Contractor shall, for the prices set out in the Form of Tender and except as otherwise specifically provided, provide at no additional cost to the Owner all and every kind of labour, machinery, plant, structures, roads, ways, materials, appliances, articles and things necessary for the due execution and completion of all the work set out in this Contract and shall forthwith according to the instructions of the Engineer, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular to the Owner within the time specified in the Contract.

ARTICLE 2

In the event that the Form of Tender provides for and contains a Contingency Allowance, it is understood and agreed that such Contingency Allowance is merely for the convenience of accounting by the Owner, and the Contractor is not entitled to payment thereof except for extra or additional work carried out by him as directed by the Engineer and in accordance with the Contract and only to the extent of such extra or additional work.

ARTICLE 3

In case of any inconsistency or conflict between the provisions of this Agreement and the Plans or Specifications & Specifications or General Conditions or Form of Tender or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

- | | |
|--|--|
| (1) This Agreement | (7) Supplementary Specifications, if any |
| (2) Addenda <u>1 and 2</u> | (8) Specifications, if any |
| (3) Special Provisions, if any | (9) Standard Specifications, if any |
| (4) Information to Tenderers | (10) Contract Drawings |
| (5) Supplementary General Conditions, if any | (11) Standard Drawings |
| (6) General Conditions | (12) Form of Tender |

ARTICLE 4

The Owner covenants with the Contractor that the Contractor having in all respects complied with the provisions of this Contract, will be paid for and in respect of the works the sum of:

Ninety Three Thousand Two Hundred and Fifty 52/100 Dollars
(excluding HST) (\$ 93,250.52)

**Item 2.8A in the Schedule of Prices is a provisional item and was included in the total tender price above. Either the combination of items 2.8 and 2.9 or the provisional item 2.8A will be carried out to complete the scope of work for this project.*

subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof, subject to the provision that the Owner may make payments on account monthly or Otherwise as may be provided in the Contract Documents attached hereto.

ARTICLE 5

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other or to the Engineer or to his agent, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party or to the Engineer at the following addresses:

The Owner: **The Corporation of the Town of Kingsville**
2021 Division Road
Kingsville, Ontario, N9Y 2Y9

The Contractor: **Elmara Construction CO. LTD.**
5565 Walker Road
Oldcastle, Ontario, N0R 1L0

Where any such notice, direction or other communication is given or made to the Engineer, a copy thereof shall likewise be delivered to any agent of the Engineer appointed in accordance with the General Conditions of this Contract and where any such notice, direction or other communication is given or made to such agent a copy thereof shall likewise be delivered to the Engineer.

ARTICLE 6

A copy of each of the Specifications, Special Provisions, General Conditions, Form of Tender, Information for Tenderers and Addenda No. 1 and 2 is/are hereto annexed and together with the Drawings relating thereto and listed in the Specifications are made part of this Contract as fully to all intents and purposes as though recited in full herein.

ARTICLE 7

No implied contract of any kind whatsoever by or on behalf of the Owner shall arise or be implied by or inferred from anything in this Contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Owner shall be the only covenants and agreements upon which any rights against the Owner may be founded.

ARTICLE 8

Time shall be deemed the essence of this Contract.

The Contractor is expected to complete the following items by the deadlines provided:

Tender Award: June 17, 2019;

Construction Start: July, 2019 (day to be confirmed)

Construction End: August, 2019.

The construction period is expected to take no longer than 20 working days (not including weekends or holidays).

ARTICLE 9

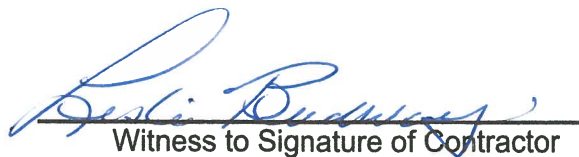
The Contractor declares that in quoting for the works and in entering into this Contract he has either investigated for himself the character of the work and all local conditions

that might affect his Quotation or his acceptance or performance of the work, or that not having so investigated, he acknowledges that his responsibility under the Contract is in no way reduced or limited thereby and, in either case, he is willing to assume and does hereby assume all risk of conditions arising, developing, or being revealed in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfill, than was contemplated or known when the Tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever by the Owner or its officers, employees or agents, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Owner.

ARTICLE 10

The Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.


Witness to Signature of Contractor

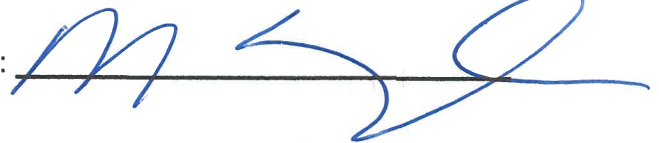
Address 5365 WALKER RD
tecumseh ont
N0R 1L0
Occupation Resident

Owner: **The Corporation of the Town of
Kingsville**

Per: _____
Mayor

Per: _____
Clerk (Seal)

Contractor: ELMARA Construction Co Ltd

Per: 

Per: _____
(Seal)