

T H I S A G R E E M E N T made in triplicate this

_____ day of _____ A.D. 2020

BETWEEN:

CORPORATION OF THE TOWN OF KINGSVILLE

(hereinafter called the "OWNER")

OF THE FIRST PART:

- and -

SHERWAY CONTRACTING (WINDSOR) LIMITED

(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 OWNER on the _____ day of _____, 2020.

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 _____ April _____, 2020, and the Contract Documents (consisting of the General Conditions of Contract, Drawings, Specifications, Information to Tenderers, Special Provisions of Contract, if any, including all modifications thereof and incorporated in the said documents before their execution) prepared by N.J. PERALTA

ENGINEERING LTD., Consulting Engineers, all of which said documents are annexed hereto and form part of this Agreement to the same extent as if fully embodied herein, the construction of the **JASPERSON DRIVE ROAD RECONSTRUCTION FOR THE CORPORATION OF THE TOWN OF KINGSVILLE** for the sum of One Million, Eight Hundred and Sixty Thousand, Eight Hundred and Sixty-Three Dollars and Sixty-Six Cents (\$1, 860, 863.66)

2. The Contractor further covenants and agrees to undertake and complete the said Work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the said Consulting Engineers and Owner, within the specified time in its Tender. Time shall be deemed the essence of the Contract.

3. The Contractor further covenants and agrees that he will at all times, indemnify and save harmless, the CORPORATION OF THE TOWN OF KINGSVILLE, the COUNTY OF ESSEX and N.J. PERALTA ENGINEERING LTD., along with their respective officers, servants and agents, from and against all loss and damages whatsoever which may be made or brought against the above listed by reason or in consequence of the non-execution or negligent execution thereof by the Contractor, its servants, agents, or employees.

4. The Contractor further covenants and agrees to furnish, in accordance with the Contract Documents, a Performance and Maintenance Bond in an amount equivalent to One Hundred Per Cent (100%) of the Tender Price, in such form and issued by such surety as may be approved by the Consulting Engineers and/or the Owner's solicitor, guaranteeing the faithful performance of the said Work in accordance with the terms of this Agreement.

5. The Owner hereby covenants and agrees that if the said Work is duly and properly executed and materials are provided as aforesaid, and if the said Contractor carries out, performs and observes all of the requirements and conditions of this Agreement, the Owner will pay to the Contractor, the price 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.

6. This Agreement and everything herein contained shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals, if any, duly attested by the signature of their proper officers in that behalf, respectively.

Witness as to Signature
of Contractor

Contractor's Signature & Seal

Contractor's Name

5390 Outer Drive, R.R.#1
Windsor, Ontario N9A 6J3

Contractor's Address

CORPORATION OF THE
TOWN OF KINGSVILLE

Owner

Nelson Santos
Mayor

Clerk

2021 Division Road North
Kingsville, Ontario N9Y 2Y9

Owner's Address