

**AGREEMENT
FOR**

**2017 RURAL ROAD PROGRAM
CONTRACT NO. MS17-101-01**

THIS AGREEMENT made (in triplicate) this 28th day of March, 2017 A.D.

BETWEEN

THE CORPORATION OF THE TOWN OF KINGSVILLE

Hereinafter called the "OWNER"

Of the First Part

- and -

JEFF SHEPLEY EXCAVATING 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 28th day of March, 2017.

THEREFORE THIS AGREEMENT WITNESSETH that the 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 28th day of March, 2017 and the contract documents, including the information to tenderers, general conditions of the contract, the plans and drawings and specifications all of which said documents are annexed hereto and form part of this agreement to the same extend as if fully embodied herein, for the 2017 Rural Roads Contract and for the price or sum of: Seven Hundred and Twenty-One Thousand, Six Hundred and Fifty-One-----38/100 Dollars (excluding HST) \$ 721,651.38

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 Owner 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 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 and Maintenance Bond 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 said work, in accordance with the terms of this agreement.

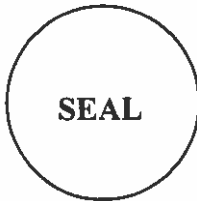
5. It is understood and agreed that the Contractor will not commence or proceed with the construction work hereinbefore described or any part thereof, unless and until the Contractor has been instructed in writing to do so.

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 ensure 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.

**THE CORPORATION OF THE
TOWN OF KINGSVILLE**



Corporation – Mayor

Corporation - Clerk

Date

Contractor's Signature and Seal



JEFF SHEPNEY EXCAVATING LTD.

Contractor's Name

**2964 COUNTY ROAD NO. 12
ESSEX, ONTARIO, N8M 2X6**

Contractor's Address

MARCH 28, 2017

Date