

THIS AGREEMENT made in triplicate this 19 day of July A.D. 2017

BETWEEN:

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 17th day of July 2017;

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 his expense all and every kind of labour, machinery, equipment and materials for, and to undertake and complete in strict accordance with his tender dated the 13th day of July 2017, and the Contract Documents (consisting of the Form of Tender, General Conditions of Contract, Drawings, Specifications, Information for Tenderers, Special Provisions of Contract, if any, including all modifications thereof and incorporated in the said documents before their execution) prepared by STANTEC CONSULTING LTD., Consulting Engineers, and 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 **Park Street Road Improvements from Division Street South to Dock Street**

for the sum of: One Million Six Hundred and Eighty-Three Thousand, One Hundred and Fifty-Two and-----50/100 (\$1,683,152.50)
(not including H.S.T.)

2. The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner to the entire satisfaction of the said Consulting Engineers, within the specified time in his 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 Owner, its officers, servants and agents, from and against all loss or damage, and from and against all actions, suits, claims and damages 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 or 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 Bond and a Labour and Material Payment Bond each in an amount equivalent to One Hundred Percent (100%) of the Tender Price, in such form and issued by such surety as may be approved by the Consultant 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 his 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 enure 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
SHERWAY CONTRACTING LTD.

Contractor's Name
5390 Outer Drive
Windsor, Ontario N9A 6J3

Contractor's Address

WITNESS AS TO SIGNATURE OF OWNER

TOWN OF KINGSVILLE
Owner

x

Owner's Signing Officer NS

x

Owner's Signing Officer JA