

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2003-92

**Being a By-law to authorize the signing of a contract
between the Town of Amherstburg and Shepley Road Maintenance Limited**

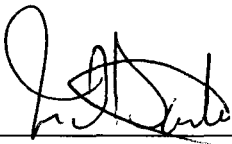
WHEREAS the Town has tendered for the 2003 Road Surface Treatment Program, and

WHEREAS Shepley Road Maintenance Limited has submitted the low tender

**NOW THEREFORE THE COUNCIL OF THE
TOWN OF AMHERSTBURG ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk be authorized to sign the contract dated September 8, 2003 with Shepley Road Maintenance Limited attached hereto and forming part of this by-law for the provision of the 2003 Road Surface Treatment Program at a cost of \$3,201.97 including GST
2. That this by-law come into effect on the final passing thereof.

Read a first, second and third time and finally passed this 27th day of October, 2003.



MAYOR



CLERK

Certified to be a true copy of
By-law No. 2003-92 passed on
October 27th, 2003.

Clerk

AGREEMENT

THIS AGREEMENT made in triplicate this 8th day of September, 2003.

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part,

AND

Shepley Road Maintenance Limited

(hereinafter called the Contractor) of the second part.

WHEREAS the Corporation is desirous that certain works should be constructed, viz., the construction of the:

2003 ROAD SURFACE TREATMENT PROGRAM

in the Town of Amherstburg and appurtenances and has accepted a Tender by the Contractor for the construction, completion and maintenance of such works:

NOW THIS AGREEMENT WITNESSES 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 28th day of July, 2003,

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 Hrycay Consulting Engineers Inc. 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 the above noted works for the sum of

Three Thousand Two Hundred and One dollars and Ninety Seven cents (\$3,201.97 including GST).

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 Town of Amherstburg Public Works Department, 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 Corporation of the Town of Amherstburg and Hrycay Consulting Engineers Inc., 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 Corporation 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 Corporation 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.
- 5. This Agreement and everything herein contained shall endure 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.

M. Radoni
 WITNESS AS TO SIGNATURE OF CORPORATION

[Signature]
 Contractor's Signature and Seal
JEFF M. SHEPHERD
 Contractor's Name
2964 County Rd. 12 Essex, Ont. N8M-2X6
 Contractor's Address

WITNESS AS TO SIGNATURE OF CORPORATION

CORPORATION OF THE TOWN OF AMHERSTBURG
[Signature]
 Mr. Tony DiBartolomeo, Mayor
[Signature]
 Mr. David Mailloux, Clerk