

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2005-07

Being a by-law to authorize the signing of an agreement between the Corporation of the Town of Amherstburg and Jeff Shepley Excavating Ltd.

WHEREAS a petition was received by the Council of the Town of Amherstburg for repairs to the Faucher Drain;

AND WHEREAS an engineer was appointed to prepare a report, to prepare tenders and to do other work related to the tender process;

AND WHEREAS the Town of Amherstburg deems it desirable to repair and improve the Faucher Drain under the provisions of the *Municipal Drainage Act*, R.S.O. 1990, c. D.17;

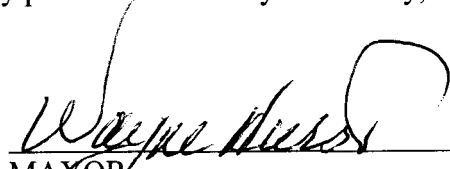
AND WHEREAS Council passed a resolution on October 25th, 2004 authorizing Jeff Shepley Excavating Ltd. to do said repairs and improvements for the tender amount of \$78,617.72;

AND WHEREAS an agreement has been prepared by Todgham & Case Associates Inc. between the Town of Amherstburg and Shepley Excavating Ltd. specifying the terms and conditions which is attached hereto as Schedule "A";

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

1. That the Mayor and Clerk be, and they are hereby authorized and instructed, to execute the originals and the copies of the said agreement and to affix the corporate seal thereto.
2. That this By-law shall come into force and take effect on the date of final passage thereof.

Read a first, second and third time and finally passed this 24th day of January, 2005.



MAYOR



CLERK

Certified to be a true copy of By-law
No. 2005-07 passed by Council of the
Town of Amherstburg on the 24th
day of January, 2005.

Clerk

AGREEMENT

THIS AGREEMENT made in triplicate this 9th day of November 2004,

BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the Corporation) of the first part,

AND

JEFF SHEPLEY EXCAVATING LTD.

(hereinafter called the Contractor) of the second part.

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

**FOR THE REPAIR AND IMPROVEMENT OF THE
FAUCHER DRAIN IN THE
TOWN OF AMHERSTBURG
(FORMER TOWNSHIPS OF MALDEN & ANDERDON)**

in the Town of Amherstburg 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

19th day of October 2004,

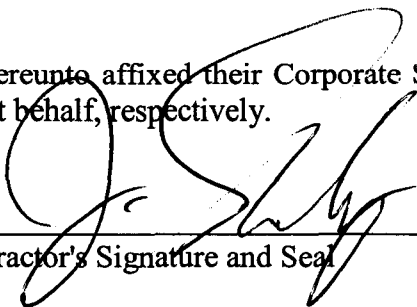
and the Contract Documents (consisting of the General Conditions of Contract, Drawings, Specifications, Information to Tenderers, Special Provisions of Contract, if any, (including all modifications thereof and incorporated in the said documents before their execution) prepared by Todgham & Case Associates 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

SEVENTY-EIGHT THOUSAND, SIX HUNDRED AND SEVENTEEN

72/100 dollars (\$ 78,617.72)

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 Todgham & Case Associates Inc., or the Drainage Superintendent of the Town of Amherstburg 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 Todgham & Case Associates 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.



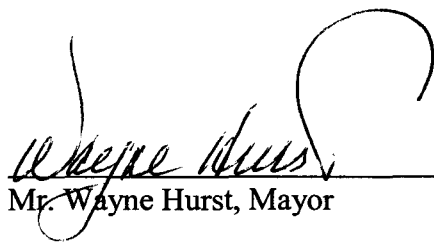
Contractor's Signature and Seal

WITNESS AS TO SIGNATURE OF CONTRACTOR

JEFF SHEPLEY EXCAVATING LTD.
Contractor's Name

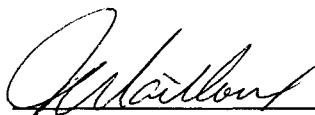
2964 Road #12, ESSEX, Ontario
Contractor's Address

CORPORATION OF THE TOWN OF AMHERSTBURG



Mr. Wayne Hurst, Mayor

WITNESS AS TO SIGNATURE OF CORPORATION



Mr. David Mailloux, Clerk