

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2006-16

Being a by-law to authorize the signing of an agreement
between Facca Incorporated and the Corporation of the
Town of Amherstburg

WHEREAS the Town of Amherstburg deems it desirable to rehabilitate the River
Canard Bridge on the 6th Concession North, South of North Side Road;

AND WHEREAS the Town of Amherstburg authorized Dillon Consulting Limited to
prepare tenders and complete the tender process;

AND WHEREAS Facca Incorporated offered the low tender in the amount of
\$1,445,870.67 including GST;

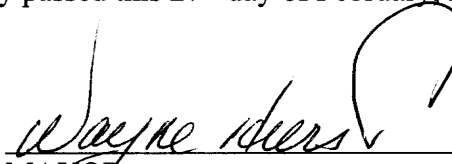
AND WHEREAS Dillon Consulting Limited has prepared an agreement between the
Town of Amherstburg and Facca Incorporated and said agreement is attached hereto as
Schedule "A" and forms part of this By-law;

NOW THEREFORE THE COUNCIL OF THE CORPORATION

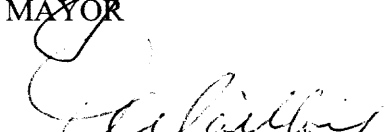
OF THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be, and they are hereby authorized and instructed,
to execute the originals and the copies of the agreement between the Town of
Amherstburg and Facca Incorporated for the rehabilitation of the River
Canard Bridge on the 6th Concession North, south of North Side Road 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 27th day of February, 2006.



MAYOR



CLERK

Certified to be a true copy of By-law
No. 2006-16 passed by Council of the
Town of Amherstburg on the 24th
day of January, 2005.

Clerk

SCHEDULE "A"

THIS AGREEMENT made (in triplicate) this 15 day of February A.D. 2006

BETWEEN:

THE CORPORATION OF THE TOWN OF AMHERSTBURG
hereinafter called the "OWNER"

Of the First Part;

- and -

FACCA INCORPORATED
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 Amherstburg on the 13 day of February 2006.

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 6th day of February, 2006 and the contract documents, including the general conditions of the contract, the plans and drawings and specifications prepared by DILLON CONSULTING LIMITED all of which said documents are annexed hereto and form part of this agreement to the same extent as if fully embodied herein, for the Rehabilitation of River Canard Bridge #3017 at Concession 6 Road North, South of North Sideroad in the Town of Amherstburg and for the price or sum of One Million, Four Hundred and Forty Five Thousand, Eight Hundred and Seventy Dollars and Sixty Seven Cents.

(G.S.T. Included) (\$ 1,445,870.67).

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 Corporation of the Town of Amherstburg 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 the 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 Bond and a Labour and Material Payment Bond each 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 the 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 so to do.

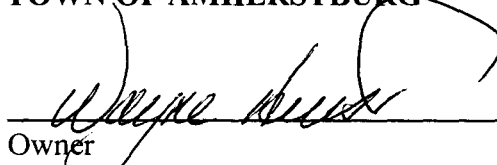
6. The Owner hereby covenants and agrees that if the said work shall be duly and properly executed and materials provided as aforesaid, and if the Contractor shall carry out, perform and observe all of the requirements and conditions of this agreement, the Owner will pay to the Contractor the contract 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.

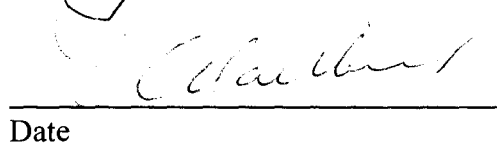
7. This agreement and everything herein contained shall enure to the benefit of and be binding upon the Parties hereto, their successors and assigns, respectively.

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.

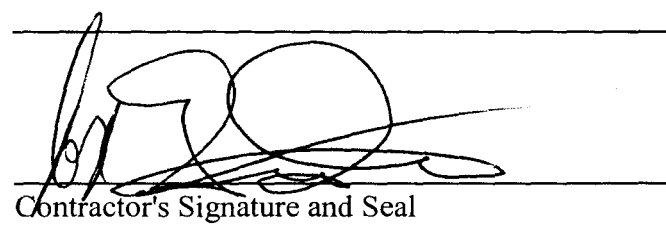
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TOWN OF AMHERSTBURG**

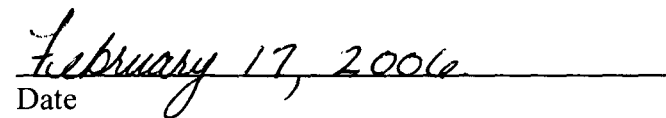
SEAL


Owner


Date

SEAL


Contractor's Signature and Seal


Date

Facca Incorporated
Contractor's Name

747 County Road 31, R.R.#1
Ruscom Station, ON NOR 1R0
Contractor's Address