

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2005-103**

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

**WHEREAS** the Town of Amherstburg deems it desirable to complete Phase 2 of the  
Larry Bauer Sports Complex with includes site grading, construction of an access road  
and parking lots;

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

**AND WHEREAS** Jeff Shepley Excavating Ltd. offered the low tender in the amount of  
\$177,478.06;

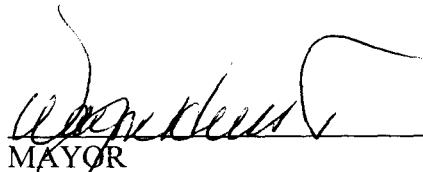
**AND WHEREAS** Dillon Consulting Limited has prepared an agreement between the  
Town of Amherstburg and Jeff Shepley Excavating Ltd. and said agreement is attached  
hereto as Schedule "A" and forms part of this By-law;


**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 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 28th day of November, 2005.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK

Certified to be a true copy of By-law  
No. 2005-103 passed by Council of the  
Town of Amherstburg on the 28<sup>th</sup>  
day of November, 2005.

\_\_\_\_\_  
Clerk

**THIS AGREEMENT** made (in triplicate) this 2nd day of November A.D. 2005

**BETWEEN:**

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

Of the First Part;  
**- and -**

hereinafter called the "Jeff Shepley Excavating Ltd."

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 31st day of October 2005.

**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 21<sup>st</sup> of September 2005 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 **LARRY BAUER SPORTS COMPLEX SITE GRADING, ACCESS ROAD AND PARKING LOTS, PHASE II, TOWN OF AMHERSTBURG** and for the price or sum of Two Hundred and Nine Thousand Six Hundred Sixty-Six Dollars & Seven Cents.

(G.S.T. Included) (\$ 209,666.07 ).

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 in an amount equivalent to one hundred percent (100%) of the contract 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 ensure to the benefit of and be binding upon the Parties hereto, their successors and assigns, respectively.

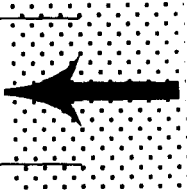
IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals  
duly attested by the hands of their proper Officers in that behalf, respectively.

**THE CORPORATION OF THE  
TOWN OF AMHERSTBURG**

SEAL

\_\_\_\_\_  
Owner

\_\_\_\_\_  
WAYNE HURST, MAYOR



\_\_\_\_\_  
DAVE MAILLOUX, CLERK

\_\_\_\_\_  
Date

SEAL

\_\_\_\_\_  
Contractor's Signature and Seal

\_\_\_\_\_  
Jeff Shepley Excavating Ltd.  
Contractor's Name

\_\_\_\_\_  
2964 County Road No. 12, Essex, Ontario  
Contractor's Address

\_\_\_\_\_  
Date

Nov. 4/05