

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2007-09

Being a by-law to authorize the signing of an agreement
between Coco Paving (1990) Inc. and the Corporation of
the Town of Amherstburg

WHEREAS the Town of Amherstburg deems it desirable to rehabilitate the Big Creek
Bridge at Meloche Road;

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

AND WHEREAS Coco Paving (1990) Inc. offered the low tender in the amount of
\$303,038.10 including GST;

AND WHEREAS Council passed a resolution accepting the Coco Paving (1990) Inc.
tender at the Council meeting held on October 10, 2006;

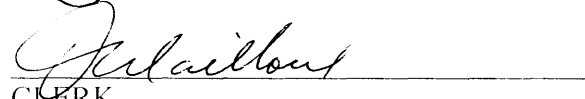
AND WHEREAS Dillon Consulting Limited has prepared an agreement between the
Town of Amherstburg and Coco Paving (1990) Inc. and said agreement is attached hereto
as Schedule "A" and forms part of this By-law;

**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 Coco Paving (1990) Inc. for the rehabilitation of the Big
Creek Bridge at Meloche 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 22nd day of January, 2007.


MAYOR


CLERK

Certified to be a true copy of By-law
No. 2007-09 passed by Council of the
Town of Amherstburg on the 22nd
day of January, 2007.

Clerk

THIS AGREEMENT made (in triplicate) this 18 day of October A.D. 2006

BETWEEN:

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

Of the First Part;

- and -

COCO PAVING (1990) INC.
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 10th day of October 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 October, 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 Big Creek Bridge at Meloche Road in the Town of Amherstburg and for the price or sum of Three Hundred and Three Thousand, Thirty Eight Dollars and Ten Cents. (G.S.T. Included) (\$303,038.10).

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.