

# AGREEMENT

**THIS AGREEMENT** made in duplicate this 22 day of March, 2021.

## **BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG**

(hereinafter called the Corporation) of the first part.

AND

## **MATASSA INCORPORATED**

(hereinafter called the Contractor) of the second part.

**WHEREAS** the Corporation is desirous that certain works should be designed for the implementation of:

### **Culvert No. 59 Replacement Hamel-Bezaire Drain at Concession 4 North**

In the Town of Amherstburg and has accepted a Quotation by the Contractor for this purpose.

### **NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

The Contractor hereby covenants and agrees to provide and supply at its expense, all and every kind of labour and materials for, and to undertake and complete in strict accordance with its Tender submitted to the Corporation on the:

1<sup>st</sup> day of March, 2021

And the Agreement Documents (consisting of the contents and requirements for this Tender, including all modifications thereof and incorporated in the said documents before their execution) prepared by the Corporation and all of which said documents are annexed hereto and form part of this Agreement to the same extent as fully embodied herein, the construction of the above noted works for an amount not to exceed:

Four hundred and seventy-eight thousand, five hundred and sixty-three dollars and ninety-nine cents (\$ 4 7 8 , 5 6 3 . 9 9 ) excluding H.S.T.

The Contractor hereby covenants and agrees with the Corporation in the following manner:

(1) To execute and perform the whole of the work herein mentioned in a workmanlike manner, in strict accordance with the provisions of this Agreement, including the said Specifications, General Conditions and the Plans (where applicable) therein referred to.

The Contractor shall, in the execution and performance of the said work perform, observe, fulfill and abide by all the covenants, agreements, stipulations, provisions and conditions mentioned and contained in this Agreement.

(2) The Contractor will indemnify and save harmless the Corporation, its officers, partners, agents, employees and Council members from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the Contractor, its sub-contractors or their agents or employees with respect to the contract.

(3) To pay to the Corporation, on demand, all loss, costs, damages or expenses incurred by the Corporation or any of its officers, servants or agents in consequence of any such action, suit, claim, lien, execution or demand, and any monies paid or payable by the Corporation or any of its officers, servants or agents in settlement or in discharge thereof, or on account thereof. If in default of said monies so paid or payable by the Corporation, its officers, servants or agents, including any monies payable by the Contractor under any of the terms and conditions of the Contract, these said monies may be deducted from any monies of the Contractor then remaining in possession of the Corporation on account of this or any other Contract, or may be recovered from the Contractor or the Surety named in the Bond hereto attached in any court of competent jurisdiction and monies paid at their request.

The Corporation covenants with the Contractor that if the said work, including all extras in connection therewith, shall be duly and properly executed as aforesaid, the Corporation will pay the Contractor the Contract price mentioned in said tender (which are to apply to all extras of the character specified in the schedule of rates forming part of said Tender). Payment shall be made in the manner, subject to drawbacks and liquidated damages mentioned in the said General Conditions, upon estimates or certificates signed by the Engineer, issued in accordance with the conditions incorporated with and made part of this Agreement.

No monies shall become due or be payable under this Agreement unless and until an estimate or certificate therefore shall have been signed by the said Engineer, the possession of which is hereby made a condition precedent to the right of the Agreement to be paid or to maintain any action for such money or for any part thereof, the Corporation shall not be liable or compelled to pay for any extras or additional work not included in this Agreement, except only in the manner and as provided for herein. The Corporation shall not be liable or compelled to grant or insure any estimate or certificate for work rejected or condemned by the said Engineer or to pay any money therefore until the work so rejected or condemned has been replaced by new material and workmanship to the written satisfaction of the said Engineer. It is hereby expressly provided that the granting of any estimate or certificate, or the payment of any monies thereunder, shall not be construed as an acceptance of any bad or defective work or material, to which the same relates, or as an admission of liability to pay any money in respect thereof, and shall not in any manner lessen the liability of the Contractor to replace such work or material, although the condition of the same may not have been known to, or discovered by the

said Engineer at the time such estimate or certificate was granted, or monies paid thereon.

AND it is understood and agreed between the parties hereto as follows:

That this Agreement, and the covenants and conditions herein, and in the said General Conditions contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns, of the said Contractor and the Corporation respectively. In this Agreement, and in the Contract, of which this Agreement forms a part, the words, "person", "plans", "shall", "may", "herein", "work", "Contract", "Contractor", "Inspector", "Engineer", and words used in the singular number of the masculine gender, shall have the meaning and effect given them in the General Conditions hereto annexed or in the Interpretation Act of the Revised Statutes of Ontario.

**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.

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WITNESS AS TO SIGNATURE  
OF CONTRACTOR

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Contractor's Signature and Seal

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Contractor's Name

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Contractor's address

**THE CORPORATION OF THE TOWN OF  
AMHERSTBURG**

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WITNESS AS TO SIGNATURE  
OF CORPORATION

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Aldo DiCarlo, Mayor

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Paula Parker, Municipal Clerk