

**FORM OF AGREEMENT
FOR
DEMONTE BRANCH DRAIN**

THIS AGREEMENT made (in triplicate) this 25th day of July 2023,

BETWEEN:

CORPORATION OF THE TOWN OF TECUMSEH

hereinafter called the "**OWNER**"

OF THE FIRST PART

- and -

MARK G. CONTRACTING 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 on the 25th day of July 2023.

NOW 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 own 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 28th day of June 2023, 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 **Demonte Branch Drain** and for the price or sum of One Hundred Ninety-Eight Thousand Six Hundred Eighty-Seven-----00/100 DOLLARS (\$198,687.00) (**HST Excluded**).
2. The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner 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. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Agreement and shall survive this Agreement.

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 herein before described or any part thereof, unless and until the Contractor has been instructed in writing to do so.
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.

**THE CORPORATION OF THE TOWN OF
TECUMSEH ("Owner")**

OWNER'S SEAL

Per: _____
Mayor

Per: _____
Director, Legislative Services & Clerk

Date: _____

MARK G. CONTRACTING INC. ("Contractor")

CONTRACTOR'S SEAL

Per: _____

Name: Henry Klassen

Title: Project Manager

Per: _____

Name:

Title:

I/We have authority to bind the Corporation.

Date: _____

351 Queen Street North

P.O. Box 699

Tilbury, ON N0P 2L0