

**TOWNSHIP OF HORTON**  
**Contractor Agreement**

This Agreement effective June 19<sup>th</sup>, 2018; (“Agreement”)

**BETWEEN:**

B.R. Fulton Construction Ltd. (“Contractor”),

with the Contractor mailing address:

P.O. Box 104, 731 Pinnacle Road

Renfrew, Ontario, K7V 3Z6 (“Contractor Address”),

**AND,**

The Corporation of the Township of Horton (“Township”), including the Township’s consultants, agents, officers, directors, and employees, of the address:

2253 Johnston Road, RR#5  
Renfrew, Ontario (“Township’s Address”)  
K7V 3Z8

WHEREAS the Township has requisitioned the rehabilitation / reconstruction of Johnston Road, referred to as the “Project”,

At the location of:

2253 Johnston Road, RR#5, Renfrew, Ontario, K7V 3Z8 (“Project Address”),

**GENERAL PROJECT DESCRIPTION:**

Reconstruction of the municipal parking lot, grading and drainage improvements, and related aspects in accordance with all requirements of the Contract Documents listed below.

As referenced and detailed by the following documentation attached hereto, this Agreement includes:

- Schedule A:
  - RFT#: PW 2018-07 – Request for Tenders – Reconstruction of the Municipal Parking Lot.
  - Drawings (C000 to C303 [inclusive]).
  - Addenda (none).
  - Contractor submission (May 3, 2018).
  - Notice of Tender Award (June 13, 2018).

The following terms and conditions (Articles) apply to this Agreement, as agreed to by the parties above, and signed below:

**1. Contract Documents**

The following list constitutes the Contract Documents related to this Agreement:

- a. RFT#: PW 2018-07 – Request for Tenders – Reconstruction of the Municipal Parking Lot.
- b. Drawings (C000 to C303 [inclusive]).
- c. Addenda (none).
- d. Contractor submission (May 3, 2018).
- e. Notice of Tender Award (June 13, 2018).

**2. Project Schedule/Contract Term:**

- a. Time is of the essence in completing the Contractor’s Work.
- b. The Contractor’s services related to this Agreement are summarized as follows:

Task/Milestone	Date
Date After Which Construction May Commence	June 18, 2018
Substantial Performance Date	September 28, 2018

- c. In the event of unjustified delays by the Contractor resulting in delays in the overall project schedule, liquidated damages may be imposed upon the Contractor at the value of \$2,500.00 per calendar day, per the Contract Documents (Supplemental General Conditions – GC 8.02.09).

**3. Authorization to Proceed**

By signing below, the Contractor hereby confirms and agrees to proceed with the Work as outlined in per the Contract Documents and in accordance with this Agreement, which includes terms relating to payment, limitation of liability, insurance and indemnity, among many other important provisions.

