

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**BY-LAW NUMBER 05-107**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND NORTHLAND BITULITHIC LTD. (Streetscape Improvements on Hunter Street from Jackson Creek Bridge to George Street)**

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be hereby authorized to execute an agreement between The Corporation of the City of Peterborough and Northland Bitulithic Ltd., in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first and second time this 24<sup>th</sup> day of May, 2005

By-law read a third time and finally passed this 24<sup>th</sup> day of May, 2005

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

**SECTION C**

**AGREEMENT TO BOND –  
PERFORMANCE AND LABOUR  
AND MATERIALS PAYMENT**

AGREEMENT TO BOND – PERFORMANCE AND LABOUR AND MATERIALS PAYMENT

FOR The City of Peterborough

We, the undersigned, hereby agree to become bound as surety for :

\_\_\_\_\_  
(Name of Tenderer)

In a Performance Bond totaling One Hundred Percent (100%) of the Total Contract Price and in a Labour and Materials Payment Bond totaling One Hundred Percent (100%) of the Total Contract Price, and conforming to the Instruments of Contract attached hereto, for the full and due performance of the works shown as described herein, if the Tender for :

\_\_\_\_\_  
is accepted by the Corporation of the City of Peterborough.

It is a condition of this Agreement that if the above mentioned Tender is accepted, application for the above mentioned Bonds must be completed with the undersigned within ten (10) days of acceptance of the tender related thereto, otherwise this Agreement shall be null and void.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

\_\_\_\_\_  
Name of Bonding Company

BY:

\_\_\_\_\_  
Signature of Authorized Person  
Signing for Company

\_\_\_\_\_  
Company Seal

\_\_\_\_\_  
Position

**SECTION D**

**TYPICAL AGREEMENT**

**CITY OF PETERBOROUGH  
TENDER CONTRACT NO. T-17-05**

**A G R E E M E N T**

THIS AGREEMENT made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

BETWEEN:

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Postal Code \_\_\_\_\_

hereinafter called the "Contractor"  
THE PARTY OF THE FIRST PART  
- AND -

**THE CORPORATION OF THE CITY of PETERBOROUGH**  
hereinafter called the "Municipality"  
THE PARTY OF THE SECOND PART

WITNESSETH, that the party of the first part, for and in consideration of the payment or payments specified in the Tender for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to the satisfaction of the Engineer, to do all the work as described hereafter, furnish all the materials except as herein otherwise specified, and to complete such works in strict accordance with the plans, specifications and Tender therefore, which are identified and acknowledged in the Schedule of Provisions, Plans, Specifications and Conditions attached to the Tender and all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

**DESCRIPTION OF THE WORK**

A description of the work under Contract T-17-05 includes reconstruction of Hunter Street between the bridge structure and George Street (170m) to replace underground storm sewers, curb and gutter and to construction utility ducts for hydro services. The restoration work includes a full streetscape design including decorative pole bases, paving stones treatments, as well as concrete and asphalt as illustrated in the enclosed drawings for Hunter Street in the City of Peterborough.

**CITY OF PETERBOROUGH  
TENDER CONTRACT NO. T-17-05**

**A G R E E M E N T**

The Contractor further agrees that he will deliver the whole of the works completed in accordance with this Agreement within the time stipulated in the Tender Bid entitled TIME OF THE ESSENCE OF THE CONTACT.

The Contractor agrees that any monies due to the Municipality as a result of non-completion of the works within the time stipulated may be deducted from any monies due to the Contractor on any account whatsoever.

IN CONSIDERATION WHEREOF, said party of the second part agrees to pay to the Contractor for all work done, the unit prices on the Tender.

This agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the Contractor and the Municipality have hereunto signed their names and set their seals on the day first above written, or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

\_\_\_\_\_  
Witness of the Corporation

\_\_\_\_\_  
Signature of Contractor or Seal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor, City of Peterborough

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Clerk, City of Peterborough