

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 06-148

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND FORTRAN TRAFFIC SYSTEMS LIMITED FOR THE SUPPLY OF COMPUTERIZED TRAFFIC SIGNAL CONTROL EQUIPMENT AND SERVICES

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

1. That the Mayor and Clerk be and they are hereby authorized to execute an agreement between the Corporation of the City of Peterborough and Fortran Traffic Systems Limited in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this 11th day of September 2006.

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

THIS AGREEMENT made this day of , 2006.

BETWEEN:

FORTRAN TRAFFIC SYSTEMS LIMITED
hereinafter referred to as "Fortran"

- and -

THE CORPORATION OF THE CITY OF PETERBOROUGH
hereinafter referred to as the "City"

WHEREAS Fortran and the City wish to enter into a contract (the "Expansion Agreement") pursuant to which Fortran will provide services to the City with respect to the supply of computerized traffic signal control equipment and services upon the terms and conditions hereinafter set forth;

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. Fortran agrees to furnish to the City sufficient labour, equipment and material necessary to implement the expansion of the Fastracs/T2000 Central system as set forth in quotation # FP026912 dated July 11, 2006 which is attached hereto.
2. The Expansion Agreement shall remain in full force and effect until the work is complete and the system is operating to the satisfaction of the Manager of Transportation. Should the Manager of Transportation or his/her designate determine that any aspect of the service or operation is unsatisfactory, he/she shall notify Fortran in writing, and Fortran shall thereafter have twenty (20) business days to correct the problem. In the event that Fortran fails to correct the problem within the aforementioned period, the City shall have the right to terminate the Expansion Agreement forthwith, upon notice to Fortran.

3. The City agrees to pay to Fortran for the services set out in quotation # FP026912 dated July 11, 2006 at the rates set out in Section 5. 'Price and Delivery'. Fortran acknowledges and agrees that the City shall not be responsible for any overtime or premium wages unless the City requests that such services be provided.
4. Fortran shall submit accounts to the City on a monthly basis as work is completed, tested and approved by the City. Payment of any such account shall be made to Fortran within thirty (30) days following the date of the invoice.
5. Any persons performing services pursuant to the Expansion Agreement shall be the employees of Fortran, which shall be solely responsible for unemployment insurance, Canada Pension, Workplace Safety and Insurance Board.
6. Fortran shall indemnify and save harmless the City from and against any and all claims, demands, losses, costs, damages, actions, suits, court proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, or attributable to the negligence, acts or omissions of Fortran in executing the work required by the Expansion Agreement.
7. Fortran shall provide liability insurance to cover all claims arising out of the negligence of Fortran or its failure to fulfil any of its obligations pursuant to this agreement. A certificate confirming all such insurance coverage shall be provided to the City.

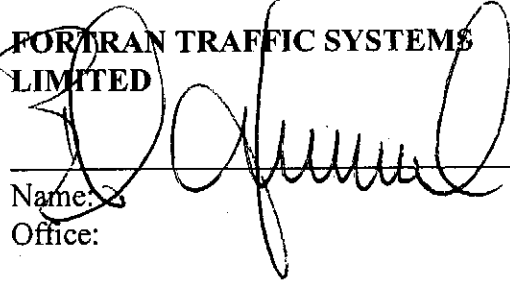
8. If there is any conflict between the provisions of the Expansion Agreement and the provisions of quotation # FP026912 dated July 11, 2006, the provisions of the Expansion Agreement shall prevail.

9. The Expansion Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

WITNESS the corporate seals of the parties hereto under the hands of their duly authorized signing officers in that behalf.

SIGNED, SEALED AND DELIVERED)

in the presence of:)

FORTRAN TRAFFIC SYSTEMS LIMITED

Name: _____
Office: _____

Name: _____
Office: _____
I/We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF PETERBOROUGH

Sylvia Sutherland, Mayor

Nancy Wright-Laking, Clerk