

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 06-149

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 TRAFFIC SIGNAL CONTROLLERS AND RELATED EQUIPMENT (P-23-06)

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 18 day of Sept, 2006.

BETWEEN:

FORTTRAN 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 pursuant to which Fortran will provide services to the City with respect to the supply of traffic signal controllers and related equipment upon the terms and conditions hereinafter set forth;

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. Fortran agrees to furnish to the City all labour and equipment with respect to the supply service and delivery of traffic signal controllers and related equipment as set forth in RFP P-23-06 Document number FPXXXX01 Version 0.1, which is attached hereto.

2. (a) This agreement shall remain in full force and effect for a term of one (1) year, commencing September 18, 2006, provided that Fortran maintains acceptable standards of operation and service throughout the contract period. 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 this agreement forthwith, upon notice to Fortran.

(b) The City shall have the right to renew this agreement for two (2) terms of one (1) year, commencing September 18, 2007 and September 18, 2008, upon the same terms and conditions herein, save and except the rates set out in RFP P-23-06. The City shall advise Fortran, in writing, at least ninety (90) days prior to the end of the current agreement, of its intent to renew the agreement.

3. The City agrees to pay to Fortran for the services set out in RFP P-23-06 at the rates set out in Table 1 'Pricing Summary'. 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 as equipment is delivered and turn-on testing is complete, which accounts shall include a payment authorization number provided by the City at the time of order. 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 this agreement shall remain 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 this 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, as set forth in RFP P-23-06 Section 10.0 'Insurance'. A certificate confirming all such insurance coverage shall be provided to the City.

8. Fortran shall provide the City with a performance security bond in the amount of Fifty Thousand Dollars (\$50,000.00) in the form of an irrevocable letter of credit, cash, or other acceptable surety. The performance security will be retained throughout the term of the contract by the City. If the contract is extended on a year-to-year basis, Fortran must renew the performance security bond until such time as the parties cease to contract with each other.

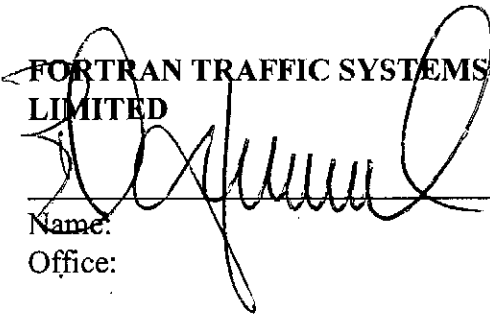
9. If there is any conflict between the provisions of this agreement and the provisions of RFP P-23-06, the provisions of this agreement shall prevail.

10. This 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)

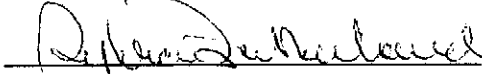
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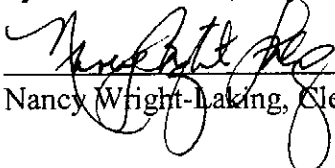
FORTRAN TRAFFIC SYSTEMS LIMITED

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