

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**BY-LAW NUMBER 06-166**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN PEAK ENGINEERING AND CONSTRUCTION LTD AND THE CORPORATION OF THE CITY OF PETERBOROUGH (Contract T-22-06)**

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 Peak Engineering and Construction Ltd. 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 2<sup>nd</sup> day of October, 2006.

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

THIS AGREEMENT made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

BETWEEN:

THE CITY OF PETERBOROUGH

hereinafter called the "CITY"

OF THE FIRST PART

- and -

PEAK ENGINEERING & CONSTRUCTION LTD

hereinafter called the "CONTRACTOR"

OF THE SECOND PART

**WITNESSETH THAT:**

WHEREAS the Council of the City by resolution adopted \_\_\_\_\_, 2006 has accepted the tender of the Contractor for the Phase 3 Expansion of the Peterborough Wastewater Treatment Plant in the City of Peterborough.

NOW THEREFORE in consideration of the premises and the covenants hereinafter contained, the Parties hereto covenant, promise and agree respectively as follows:

1. The Contractor shall perform, carry out and complete the work hereinafter described and all other obligations related thereto, and shall supply all labour, equipment and material necessary therefore, all in strict accordance with its tender dated SEPT 7, 2006 and the terms, conditions and specifications applicable to such work contained in the said tender and in the remaining tender documents prepared by R.V. Anderson Associates Limited, all of which tender documents are attached hereto and form part of this agreement. The said work shall be carried out in a proper workmanlike manner under the supervision and to the satisfaction of the City Director of Finance and Administrative Services for the City. The said work consists of the following:

**The City Of Peterborough Wastewater Treatment Plant Expansion - Phase 3,**  
in accordance with the Contract Documents of **Contract No. T-22-06.**

2. The Contractor shall indemnify the Corporation against and shall save the City harmless from all claims, which may be made against the City, arising directly or indirectly out of the performance of or the failure to perform its obligations under this agreement or resulting therefrom in any way whatsoever. For the purposes of this paragraph "City" shall include the employees, servants and agents of the City.

- 3. The City shall pay the contract price, namely THIRTEEN MILLION, FOUR HUNDRED THOUSAND — \$13,400,000. (excluding GST) to the Contractor, in such amounts and at such times as may be required in accordance with the terms and conditions contained in the said tender documents, provided that no payment shall be made to the Contractor in contravention of any statutory provision applicable hereto.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

**THE CITY OF PETERBOROUGH**

*[Signature]*  
 (Chair) Mayor

*[Signature]*  
 (Clerk)

**CONTRACTOR**

*[Signature]* R. KENNEDY, PRES.  
 President

\_\_\_\_\_  
 Witness