

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 07-077

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND IMPACT CLEANING SERVICES LTD. (Tender T-25-07)

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 Impact Cleaning Services Ltd. of 21 Goodrich Road, Unit 8, Etobicoke, Ontario M8Z 6A3 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 22nd day of May, 2007.

(Sgd.) Henry Clarke, Deputy Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

SCHEDULE "A"

A G R E E M E N T made this 24th day of May, 2007.

B E T W E E N :

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter called the "City"

OF THE FIRST PART

- and -

IMPACT CLEANING SERVICES LTD.

hereinafter called the "Contractor"

OF THE SECOND PART

WHEREAS the City has accepted the tender of the Contractor dated April 12, 2007, to provide janitorial services in the buildings described in the Request for Tender No. T-25-07, which tender is attached hereto as Schedule "A" (hereinafter referred to as the "Tender");

AND WHEREAS the Contractor agrees to provide the said janitorial services in accordance with the terms, conditions and representations made by it in the Tender;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The Contractor shall provide and supply the materials, equipment and services as outlined and specified in the Tender, as submitted to the City.

2. The Contractor shall be responsible for supplying all cleaning equipment and materials for the due execution of the work. The Contractor shall use only approved equipment and laboratory tested materials of the highest quality.
3. The Tender, and all terms and conditions contained therein, constitute part of this agreement.
4. The agreement shall continue in force for the period commencing on May 24, 2007, and expiring on May 23, 2010. The City retains the option to extend the agreement for a one (1) year period commencing on May 24, 2010 to May 24, 2011, inclusive, upon the same terms and conditions contained herein (hereinafter referred to as the "Term").
5. The City shall pay compensation to the Contractor for the performance of the work specified in the Tender, during the Term specified in paragraph 4 hereof, as follows:

May 24, 2007 to May 23, 2008 \$84,633.09 plus GST of
\$5,077.99

May 24, 2008 to May 23, 2009 \$87,172.08 plus GST of
\$5,230.32

May 24, 2008 to May 23, 2010 \$89,787.24 plus GST of
\$5,387.23

In the event the City exercises its option to extend the Term of the agreement for a further one (1) year period, the City shall pay compensation as follows:

May 24, 2010 to May 23 2011 \$92,480.86 plus GST of
\$5,548.85.

6. In order to secure the due performance of the Contractor's obligations hereunder, the Contractor shall deposit with the Facility Coordinator at the Peterborough Sport and Wellness Centre, concurrent with the execution of this Agreement, a performance bond, or some other acceptable form of security, in satisfactory form, acceptable to the City. The performance security shall provide for payment to the City of such sums as may be requested from time to time to the maximum limit of the credit without recourse, and shall remain in full force and effect until the obligations of the Contractor, pursuant to this Agreement, have been completed.
7. This agreement may be terminated by the City, upon thirty (30) days written notice to the Contractor, in any of the following events:
 - a. The Contractor is adjudged bankrupt;
 - b. The Contractor makes a general assignment for the benefit of creditors;
 - c. A Receiver is appointed on account of the insolvency of the Contractor;

- d. The Contractor refuses or fails to supply enough properly skilled workers, proper materials or equipment;
 - e. The Contractor fails to make prompt payments to subcontractors or material suppliers;
 - f. The Contractor consistently disregards the laws, ordinances or instructions of the City; and
 - g. The Contractor otherwise violates any of the provisions of this agreement; or
8. The work performed by the Contractor is, in the opinion of the Facility Co-ordinator, or his designate, acting reasonably, being performed in an unsatisfactory manner. The Contractor agrees that the decision of the Facility Co-ordinator shall be final and unequivocal in this regard.
9. In the event that this agreement is terminated pursuant to this paragraph, the amount of any loss or damage suffered by the City by reason of the non-completion of the work shall be payable by the Contractor to the City. In such event, the performance bond posted by the Contractor shall be available to the City to cover all costs sustained by the City in calling for new proposals, and the difference in any prices which may be contained in the new agreement during the balance of this agreement.

10. Any notice required to be given by this agreement shall be sufficiently given if delivered in person to the Contractor or sent by prepaid first class mail or facsimile transmission to the Contractor at the address indicated in the Tender. Notice to the City shall be sufficiently given if delivered in person to the City Clerk or sent by prepaid first class mail or facsimile transmission to the City at the address indicated in the Tender.
11. No deviation from the specifications as set out in this agreement shall be made by the Contractor in the performance of this agreement, except that the parties hereto may at any time and from time to time alter or vary the specifications and the price to be paid by the City for the services to be performed hereunder, but no such change shall be binding on either party hereto unless in writing and executed by the parties.
12. The Contractor shall employ only orderly, competent and skilful workers to do the work herein, and the Contractor's employees shall be bonded at the sole expense of the Contractor, and shall be fully covered in accordance with the ***Workplace Safety and Insurance Act***.
13. The Contractor shall be responsible for and shall give adequate attention to the faithful performance of all matters pursuant to this agreement and, in addition to the protection provided, the Contractor shall indemnify and save harmless the City from all suits and actions for damages and costs to which the City might be put by reason of injury to or death of persons and damage to property resulting from negligence, carelessness or omissions of the Contractor in the performance of this work.

14. The Contractor shall arrange, pay for and maintain during the Term of this agreement, public liability and property damage insurance in accordance with the Tender which shall protect the City against all claims for all damage or injury, including death, to any person or persons and for damage to any property of the City or any other public and private property resulting from the performance of any work done pursuant to this agreement, and the Contractor shall deposit the original policy or a certified copy thereof for inspection by the proper officials of the City as specified in Section 8.0 of the Tender.
15. The Contractor will always indemnify and keep indemnified the City, its agents and employees, against all actions, suits, claims and demands, which may be brought against or made upon the City, its agents and employees against all losses, costs, damages, charges or expenses whatsoever which may be sustained, incurred or paid by the City, its agents or employees by reason of the errors or omissions of the Contractor.

