

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 07-106

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT
BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND
curran mccabe ravindran ross inc. (P-12-07)**

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 curran mccabe ravindran ross inc., 1 St. Clair Ave. E, Toronto, Ontario, M4T 2V7, to award the proposal for the project management of the Peterborough Lakefield Community Police Headquarters Renovation 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 3rd day of July, 2007

(Sgd.) Henry Clarke, Deputy Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

APPENDIX B – SAMPLE AGREEMENT ONLY

AGREEMENT MADE THIS DAY OF 2007.

BETWEEN:

THE CORPORATION OF THE CITY OF PETERBOROUGH
(the "City")

- and -

{insert name of successful proponent}
(the "Project Manager")

WHEREAS THE City has retained the Project Manager to manage and control all aspects of the renovation of the Police Headquarters of the Peterborough Lakefield Police Service Project (the "Project"), currently being undertaken In the City of Peterborough

AND WHEREAS the City desires the Project Manager to undertake the management of the Project, in accordance with the responsibilities described in the Project Manager's Proposal, which is attached hereto as Appendix A (hereinafter called the "Work");

AND WHEREAS the Project Manager agrees to perform the Work in accordance with the provisions of this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants and agreements herein contained, and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1.00 RETAINER AND CONSULTING SERVICES TO BE PROVIDED

1.01 The City retains the Project Manager to perform and, subject to early termination of this agreement as hereinafter provided, to complete the Work.

1.02 All services performed by the Project Manager shall be undertaken in accordance with recognized Association of Professional Managers of Ontario requirements and practice.

1.03 The parties estimate that the Project will take approximately seventy-five (75) weeks to complete. It is agreed that the City may, at any time and upon thirty (30) days written notice to the Project Manager, terminate or abandon this agreement without penalty, save and except payment to the Project Manager for services actually performed to the date of termination. In Addition, the Project Manager may, at any time and upon thirty (30) days written notice to the City, terminate or abandon this agreement without penalty or responsibility to complete the Project.

2.00 COMPENSATION AND FEES

2.01 The City shall pay to the Project Manager the sum of {insert amount}, exclusive of GST, to be invoiced monthly .

2.02 Monthly invoices shall include hours worked for the City during that time period.

3.00 ADDITIONAL SERVICES/CHANGES IN WORK

3.01 In the event that any additional work, services, disbursements or materials are required as a result of the Work which is not included in this agreement and which has been authorized in writing by the Police Building Renovation Steering Committee, the Project Manager shall be entitled to compensation in accordance with such written authorization.

4.00 CO-OPERATION BETWEEN PARTIES

4.01 The City shall give due consideration to all drawings, plans, reports, proposals and other information provided by the Project Manager, and shall make decisions which it is required to make in connection therewith within a reasonable time.

4.02 The Project Manager shall not divulge any confidential information communicated to or acquired by him, or disclosed by the City, in the course of carrying out the Work. No such information shall be used by the Project Manager on any other project or for any other purpose without the approval, in writing, of the City.

5.00 OWNERSHIP OF DOCUMENTS ARISING FROM THE WORK

5.01 All plans, drawings and documents prepared and collected by the Project Manager pursuant to this agreement shall be the property of the City. The Project Manager shall deliver all plans, drawings and documents to the City immediately upon completion or abandonment of the Project and/or upon the termination of this agreement.

6.00 CONFLICT OF INTEREST

6.01 The Project Manager covenants that the Work will be undertaken without a conflict of interest and that during the course of the Work, the Project Manager shall not undertake any work for any other client which would result in a conflict of interest, without the prior written consent of the City.

7.00 INDEMNIFICATION

7.01 The Project Manager shall indemnify and save harmless the City from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever, whether direct or indirect, which the City, its agents, servants or officers, may suffer as a result of the errors, omissions or negligence of the Project Manager in the performance of the Work.

8.00 INSURANCE

8.01 The Project Manager shall obtain, and keep in force until the Work is completed **Professional Liability insurance** covering the work and services described in the Agreement for an amount not less than two million (\$2,000,000.00) dollars per occurrence.

8.02 The City shall be added as an additional third party insured, with a cross-liability endorsement, on the abovementioned policies.

8.03 The Project Manager shall provide proof satisfactory to the City's solicitor, acting reasonably, that he has complied with Article 8.01 and 8.02, prior to the City executing this agreement.

9.00 USE OF SITE

9.01 The Project Manager shall ensure the confinement of all apparatus, the storage of materials, and the operation of workers to limits required by law or directed by the City, and shall ensure that the site is not unreasonably encumbered with materials.

10.0 TERMINATION OF CONTRACT

10.01 The City may, without prejudice to any of its rights or remedies, terminate this agreement forthwith upon notice in writing to the Project Manager, and take possession of the site and of all materials required in connection with the Work and finish the Work by whatever method the City may deem expedient, but without delay or expense in the event any of the following occur:

- (a) The Project Manager makes an assignment for the benefit of creditors or becomes bankrupt or insolvent;
- (b) The Project Manager fails to perform the Work in the manner and to the standards required under this Agreement, or fails to observe and comply with any law, by-law or regulation now or hereinafter in force which pertains to or affects the Work, or
- (c) The Project Manager fails to institute appropriate corrective action forthwith after verbal notification by the City (which shall be confirmed subsequently in writing) of any failure on the part of the Project Manager to comply with any of the terms and specifications of this Agreement, notwithstanding that such failure is the result of any cause beyond the control of the Project Manager.

10.02 Any such action taken by the City under Article 10.01 shall be without prejudice to the City's rights against the Project Manager for breach of contract, set off or otherwise.

11.0 ARBITRATION/DISPUTES

11.01 Any matter in dispute between the parties hereto in relation to this Agreement may be referred to arbitration, or to a private court. The matter in dispute shall be submitted to arbitration unless the parties can agree on the terms of submission and hearing in a private court.

11.02 No person shall be appointed to act as arbitrator or judge who is in any way interested, financially or otherwise, in the conduct of the Work, the Project, or in the business of other affairs of either the City or the Project Manager.

11.03 The award of the arbitrator or judge shall be final and binding upon the parties.

11.04 The provisions of the *Arbitrations Act* shall apply to any arbitration arising from this Agreement.

12.0 NOTICES

12.01 Any notice required to be given pursuant to this Agreement may be Served or given by prepaid registered mail, by personal mail, or by service by facsimile transmission at the following addresses:

To the Project Manager at:

(insert street number and name)

(insert City/Prov/Postal code)
