

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 07-141

BEING A BY-LAW TO AUTHORIZE AN AGREEMENT BETWEEN FORTRAN TRAFFIC SYSTEMS LIMITED AND THE CITY OF PETERBOROUGH FOR THE SUPPLY OF LED "PEDESTRIAN SIGNAL INDICATIONS". (T-662-2007)

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 with Fortran Traffic Systems Limited, attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this 1st day of October, 2007

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

THIS AGREEMENT made this ____ day of _____, 2007.

BETWEEN:

FORTRAN TRAFFIC SYSTEMS LIMITED

(" Fortran ")

- and -

THE CORPORATION OF THE CITY OF PETERBOROUGH

(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 and delivery of Bimodal Pedestrian LED Kits and housings 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, equipment and material with respect to the supply and delivery of Bimodal Pedestrian LED Kits and housings as set forth in the Co-operative Request For Tender, The Regional Municipality of Durham and The City of Peterborough (CRFT) No. T-662-2007, which is attached hereto.
2. This agreement shall remain in full force and effect for a term of one (1) year, commencing October 15, 2007, 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) 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.

3. The City agrees to pay to Fortran for the services set out in CRFT No. T662-2007 at the rates set out in Part 'D' – Form of Tender, Section 1.0 Pricing, Part 2B – 'City of Peterborough LED Bimodal Pedestrian Signal Heads'.
4. Fortran shall submit accounts to the City as equipment is delivered, 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. Notwithstanding CRFT No. T662-2007, Part 'C' – Special Provisions, Section 3 'Delivery / Storage Location and Schedule', Fortran shall supply and deliver to the City of Peterborough or the approved installation contractor, the total product ordered within eight (8) weeks of receipt of a City Purchase Order. The total order will be broken down into four lots. Each lot will be delivered as follows:
- a) The first 25% of the total order within two (2) weeks of receipt of the original purchase order (not later than November 1st, 2007).
 - b) The second 25% of the total order (cumulative 50% of the total order) within four (4) weeks of receipt of the original purchase order (not later than November 15, 2007).
 - c) The third 25% of the total order (cumulative 75% of the total order) within six (6) weeks of receipt of the original purchase order (not later than November 29, 2007).
 - d) The final 25% of the total order (cumulative 100% of the total order) within eight (8) weeks of receipt of the original purchase order (not later than December 13, 2007).

The City shall have the right to reasonably alter the delivery dates as set out herein and/or in CRFT No. T662-2007, upon written notice to Fortran.

8. If there is any conflict between the provisions of this agreement and the provisions of CRFT No. T-662-2007, the provisions of this agreement shall prevail.

9. 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)

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**

D. Paul Ayotte, Mayor

Nancy Wright-Laking, Clerk