

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 07-149

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN
AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF
PETERBOROUGH AND CRUIKSHANK CLEANING
CONTRACTORS LTD.**

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 agreements between The Corporation of the City of Peterborough and Cruikshank Cleaning Contractors 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 22nd day of October, 2007

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

SCHEDULE A

A G R E E M E N T made this 15th day of October, 2007

B E T W E E N :

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter called the "City"

OF THE FIRST PART

- and -

CRUIKSHANK CLEANING CONTRACTORS LTD.

hereinafter called the "Contractor"

OF THE SECOND PART

WHEREAS the City has accepted the tender of the Contractor dated September 12, 2007, to provide janitorial and custodial services in the buildings described as Peterborough City Hall, 500 George Street North and The Peterborough-Lakefield Community Police Station, 500 Water Street North, Peterborough, in the Request for Tender No. T-46-07 which tender is attached hereto as Schedule A (hereinafter referred to as the "Tender");

AND WHEREAS the Contractor agrees to provide the said janitorial and custodial 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 a period of three (3) years, commencing on December 1, 2007, and expiring on November 30, 2010.

5. The City shall pay compensation to the Contactor for the performance of the work specified in the Tender, as follows:

During the year December 1, 2007, to November 30, 2008 - \$144,300.00, payable in monthly instalments of \$12,025.00 per month, plus GST;

During the year December 1, 2008, to November 30, 2009 - \$147,000.00, payable in monthly instalments of \$12,250, plus of GST; and

During the year December 1, 2009, to November 30, 2010 - \$149,500.00, payable in monthly instalments of \$12,458.33, plus GST.

6. The Contractor shall provide to the City a performance bond referred to in Section 6.7 of the Tender, in the amount of at least the annual payment due to the Contractor pursuant to paragraph 5 of this agreement. The Contractor shall increase the amount of the performance bond to the applicable annual amount as of December 1st in each year during the currency of this agreement.

7. This agreement may be terminated by the City, upon thirty (30) days written notice to the Contactor, 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;
- (g) The Contractor otherwise violates any of the provisions of this agreement; or
- (h) The work performed by the Contractor is, in the opinion of the Property/Energy Co-ordinator, or his designate, acting reasonably, being performed in an unsatisfactory manner. The Contractor

agrees that the decision of the Property/Energy Co-ordinator shall be final and unequivocal in this regard.

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.

8. 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.

9. 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.

10. The Contractor shall employ only orderly, competent and skilful workers to do the work herein, and the Contractor's employees shall be bonded as specified in Section 5.5 of the Tender, and shall be fully covered in accordance with the ***Workplace Safety and Insurance Act***.

11. 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.

12. The Contractor shall arrange, pay for and maintain during the term of this agreement, public liability and property damage insurance in accordance with the

) Robert Cruikshank
) President

I have authority to bind the Corporation