THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 10-045

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH HARTNETT TRANSPORT LTD. FOR COURIER SERVICES FOR INTERNAL DELIVERY OF MAIL AND SUPPLIES FOR THE CITY OF PETERBOROUGH AND RELATED AGENCIES (P-09-10)

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

That the Mayor and Clerk be hereby authorized to execute an agreement between The Corporation of the City of Peterborough and Hartnett Transport 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 March, 2010.

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) John Kennedy, Deputy Clerk
SCHEDULE A

THIS AGREEMENT made this _____ day of ______________, 2010

BETWEEN:

HARTNETT TRANSPORT LTD.
(the "Courier")

and

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

WHEREAS the City desires the Courier to provide courier services for internal delivery of mail and supplies to the City of Peterborough and related agencies pursuant to Request for Proposal Document No. P-41-09, and in accordance with the Courier’s Proposal both of which are attached hereto as Schedule A and form part of this Agreement (hereinafter referred to as the “Work”);

AND WHEREAS the Courier agrees to fully perform the Work;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants and agreements herein contained the parties agree as follow:

1. The Courier agrees to furnish to the City sufficient personnel to carry out the duties with respect to the Work which are set forth in Schedule A.

2. a. This agreement shall remain in full force and effect for a term of three (3) years, commencing April 5, 2010, and, subject to Article 2(b), be fully completed on April 4, 2013, provided that the Courier maintains acceptable standards of operation and service throughout the contract period. Should the Senior Director of Corporate Services or his designate determine that any aspect of the service or operation is unsatisfactory, he or she shall notify the Courier in writing, and the Courier shall thereafter have twenty (20) days to correct the problem. In the event that the Courier fails to correct the problem within the aforementioned period, the City shall have the right to terminate this agreement upon thirty (30) days written notice to the Courier.
b. The City shall have the right to extend the term of this agreement for two (2) further one (1) year options, commencing, respectively, on April 5, 2013 and on April 5, 2014, upon the same terms and conditions herein, save and except the rates set out in Schedule A, which shall be renegotiated. The City shall advise the Courier, in writing on or before December 31, 2012 or on or before December 31, 2013, (as the case may be) of its desire to extend the agreement for the further term of one (1) year, and the parties shall agree upon the appropriate rates, failing which agreement, the rates shall be set by arbitration, in accordance with the Arbitration Act.

3. The City agrees to pay to the Courier for the services set out in Schedule A. The Courier acknowledges and agrees that the City shall not be responsible for any overtime or premium wages in respect of any statutory holidays, unless the City requests that services be provided on such holiday, and such services are actually provided.

4. The Courier shall submit accounts to the City on a biweekly basis, which accounts shall be prepared from time sheets. Payment of any such account shall be made to the Courier within thirty (30) days following the date of the invoice.

5. Any persons performing services pursuant to this agreement shall remain the employees of the Courier, which shall be solely responsible for attendance, pay, supervision, discipline, unemployment insurance, Canada Pension, Workplace Safety and Insurance Act compensation, leave, and all matters arising out of the relationship between employer and employee.

6. The Courier warrants that the backup delivery personnel provided shall be of clean appearance, good deportment, satisfactory physical capacity to perform their duties under any emergency, able to understand, speak and write fluently in the English language, and have the ability to perform basic mathematical functions. No backup delivery person, who, after a reasonable amount of training, and who, in the opinion and at the sole discretion of the Senior Director of Corporate Services and/or his designate, has been found unsuitable, shall continue to be deployed by the Courier in connection with this agreement.
7. The Courier 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 the Courier in executing the Work required by this agreement.

8. The Courier shall provide general liability insurance, as provided in Schedule A, to cover all claims arising out of the negligence of the Courier. Certificates confirming all insurance coverage required by Schedule A shall be provided to the City upon each anniversary date of the Courier's execution of this agreement.

9. If there is any conflict between the provisions of this agreement and the provisions of Schedule A, the provisions which are most favourable to the City shall prevail. The Courier acknowledges and agrees that it has obtained, or has had sufficient opportunity to obtain, independent legal advice and that any ambiguous terms or conditions of this agreement shall interpreted equally against the parties

10. 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:

HARTNETT TRANSPORT LTD.

Name: ______________________________
Office: ______________________________

Name: ______________________________
Office: ______________________________

I/We have authority to bind the Corporation

THE CORPORATION OF THE CITY OF PETERBOROUGH

D. Paul Ayotte, Mayor

John Kennedy, Deputy Clerk
SCHEDULE A

Request for proposal Document No. P-41-09 and Courier’s Proposal on file in the Office of the City Clerk