



The Municipal Corporation of the Town of Fort Erie

BY-LAW NO. 151-09

**BEING A BY-LAW TO AWARD A TENDER AND AUTHORIZE
THE ENTRY INTO AN AGREEMENT WITH
OMNI FACILITY SERVICES CANADA LIMITED
FOR JANITORIAL SERVICES AT THE LEISUREPLEX,
TOWN HALL, GIBSON CENTRE, CENTENNIAL LIBRARY,
CRYSTAL RIDGE LIBRARY AND STEVENSVILLE LIBRARY**

WHEREAS tenders were advertised and publicly opened on Thursday, November 5, 2009 for janitorial services at the Leisureplex, Town Hall, Gibson Centre, Centennial Library, Crystal Ridge Library and Stevensville Library – Contract No. ISF.08-2009, the results of which were as follows:

Contractor	Year 1 – Total Price (Including GST)	Year 2 – Total Price (Including GST)
Omni Facility Services Canada Limited	\$99,955.80	\$101,955.00
Commercial Cleaning	\$131,729.60	\$131,729.60
Brazclean	\$146,991.60	\$150,006.15

, and

WHEREAS at the Council-in-Committee meeting held November 16, 2009 Report No. IS-48-09 was accepted and approved awarding the tender to Omni Facility Services Canada Limited for the provision of janitorial services at the Leisureplex, Town Hall, Gibson Centre, Centennial Library, Crystal Ridge Library and Stevensville Library in the amount of \$99,955.80 (including GST) for Year 1 and \$101,955.00 (including GST) for Year 2 – Contract No. ISF.08-2009, and

WHEREAS it is deemed desirable to accept the tender from Omni Facility Services Canada Limited for the aforesated works and price;

NOW THEREFORE the Municipal Council of the Town of Fort Erie hereby enacts as follows:

- 1. THAT** the tender received from Omni Facility Services Canada Limited in the amount of \$99,955.80 (including GST) for Year 1 and \$101,955.00 (including GST) for Year 2 for the provision of janitorial services at the Leisureplex, Town Hall, Gibson Centre, Centennial Library, Crystal Ridge Library and Stevensville Library – Contract No. ISF.08-2009 be and it is hereby accepted and approved.
- 2. THAT** the entry into an Agreement with Omni Facility Services Canada Limited for the provision of janitorial services at the Leisureplex, Town Hall, Gibson Centre, Centennial Library, Crystal Ridge Library and Stevensville Library – Contract No. ISF.08-2009 in the form of Schedule “A” annexed hereto to this by-law be hereby authorized and approved.

- 3. **THAT** the Mayor and Clerk be and they are hereby authorized and directed to execute the Agreement annexed hereto as Schedule "A" to this by-law and affix the corporate seal thereto.
- 4. **THAT** pursuant to the provisions of Sections 23.1 to 23.5 inclusive of the *Municipal Act, 2001*, as amended, the Clerk of the Town of Fort Erie is hereby authorized to effect any minor modifications or corrections solely of an administrative, numerical, grammatical, semantical or descriptive nature or kind to this by-law or its schedules as such may be determined to be necessary after the passage of this by-law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 23RD DAY OF NOVEMBER, 2009.



MAYOR



CLERK

I, Carolyn J. Kett, the Clerk, of The Corporation of the Town of Fort Erie hereby certifies the foregoing to be a true certified copy of By-law No. 151-09 of the said Town. Given under my hand and the seal of the said Corporation this day of _____, 200 .

SCHEDULE "A" to BY-LAW NO. 151-09

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement made on the _____ day of _____ in the year two thousand and nine. (2009)

by and between

The Corporation of the Town of Fort Erie

hereinafter called the "Owner"

and

Omni Facility Services Canada Limited

hereinafter called the "Contractor"

witnesses: that the parties agree as follows

ARTICLE A-1 THE WORK

The Contractor shall:

- (a) perform the work required by the Contract Documents, as described in Article A-2 for Janitorial Services at the following locations:

MUNICIPAL CENTRE, 1 MUNICIPAL CENTRE DRIVE, FORT ERIE, ON
LEISUREPLEX, 3 MUNICIPAL CENTRE DRIVE, FORT ERIE, ON
GIBSON CENTRE, 1818 PETIT RD., FORT ERIE, ON
CENTENNIAL LIBRARY, 136 GILMORE RD., FORT ERIE, ON
CRYSTAL RIDGE LIBRARY, 89 RIDGE RD. SOUTH, RIDGEWAY, ON
STEVENSVILLE LIBRARY, 2508 STEVENSVILLE RD., STEVENSVILLE, ON

which have been signed by the parties, and prepared by The Corporation of the Town of Fort Erie – Contract Administrator acting as and hereinafter called the Administrator

- (b) do and fulfill everything indicated by this Agreement, and
- (c) commence the work by the **4th day of February, 2010** for the term of 2 years with the option to renew for a third year at the mutual agreement of both parties.

ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in Article A-1 of this Agreement. This list is subject to subsequent amendments in accordance with the provisions of the Contract and agreed upon between the parties.

1. Title Page
2. Section A - Instruction to Bidders
3. Section B – Scope of Work
4. Section C – Schedule of Pricing
5. Exhibits A,B,C,D,E,F,G & H – Task Schedules

ARTICLE A-3 CONTRACT PRICE

- (a) Based on the Schedule C – Schedule of pricing, refer to in article A-3 (c) the tender price is Ninety Nine Thousand, Nine Hundred and Fifty Five Dollars and Eighty Cents (\$99,955.80) in Canadian Funds (Including G.S.T.) for Year 1 and; One Hundred and One Thousand, Nine Hundred and Fifty Five Dollars (\$101, 955.00) in Canadian Funds (Including G.S.T.) for Year 2.

ARTICLE A-4 PAYMENT

- (a) The Owner shall pay the Contractor in Canadian funds for the performance of the Contract, the amounts in the Schedule C – Schedule of Pricing Article A-3 (c) of this Agreement.
- (b) Subject to applicable legislation and the provisions of the Contract Documents where such legislation or regulations do not exist or apply.
- (c) the contractor shall submit monthly invoices equal of 1/12 of the total annual cost for each facility.
- (d) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in an award by arbitration or court, interest of one percent (1%) per annum on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

ARTICLE A-5 RIGHTS AND REMEDIES

- (a) The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- (b) No action or failure to act by the Owner, Contract Administrator or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES

Communications in writing between the parties or between them and the Contract Administrator shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual or to a member of the firm or to an officer of the corporation for whom they are intended or if sent by fax, to have been delivered within five (5) working days of the date of mailing, or dispatch when addressed as follows:

The Owner at:

_____The Corporation of the Town of Fort Erie
_____1 Municipal Centre, Fort Erie, ON, L2A 2S6

The Contractor at:

_____Omni Facility Services Canada Limited
_____33 Dunbar Ave. Hamilton, Ontario, L8H 3E3

The Contract Administrator at:

_____The Corporation of the Town of Fort Erie
_____1 Municipal Centre Drive, Fort Erie, ON, L2A 2S6

ARTICLE A-7 LAW OF THE CONTRACT

The law of the Place of the Work shall govern the interpretation of the Contract.

ARTICLE A-8 LANGUAGE OF THE CONTRACT

This Agreement is drawn in English at the request of all parties hereto.

ARTICLE A-9 SUCCESSION

The General Conditions of the Unit Price Contract hereto annexed, and the other aforesaid Contract Documents, are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

In witness whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED

in the presence of:

OWNER

The Corporation of the Town of Fort Erie
Name

Signature

Douglas G. Martin - Mayor
Name and Title

Witness

Signature

Name and Title

Carolyn J. Kett – Town Clerk
Name and Title

CONTRACTOR

Omni Facility Services Canada Limited
Name

Signature

Name and title

Witness

Signature

Name and Title

Name and title