

**COUNTY OF RENFREW**

**BY-LAW NUMBER**

**A BY-LAW TO AMEND BY-LAW NUMBER 40-01 BEING A BY-LAW TO  
AUTHORIZE ENTERING INTO AN AGREEMENT FOR THE PROVISION OF  
JANITORIAL/SNOW CLEARING SERVICES**

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WHEREAS it is deemed desirable to extend the present contract expiry from July 2004 to July 2007 with restrictions for the provision of janitorial/snow clearing services to the County of Renfrew Administration Building located at 7 and 9 International Drive, Pembroke, Ontario.

NOW THEREFORE the Council of the Corporation of the County of Renfrew hereby enacts as follows:

1. That the agreement between Owner and Contractor attached as Schedule "A" and made a part of this bylaw is hereby approved and the Warden and Clerk are hereby authorized and instructed to sign the said agreement between Owner and Contractor, including restrictions, attached to this by-law as Schedule "A" and to attach the Corporate Seal thereto.
2. That the Warden and Clerk are hereby authorized to sign and seal all things, papers, and documents necessary or incidental to the execution of this by-law.
3. This by-law shall come into force and take effect upon the passing thereof.

READ a first time this 26<sup>th</sup> day of February, 2004.

READ a second time this 26<sup>th</sup> day of February, 2004.

READ a third time and finally passed this 26<sup>th</sup> day of February, 2004.

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BOB SWEET, WARDEN

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NORM LEMKE, CLERK

Schedule "A"

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT made in duplicate the 26<sup>th</sup> day of February in the year Two Thousand and four between the Corporation of the County of Renfrew, represented by the Warden and Clerk of the County of Renfrew, hereinafter called "Owner"

and

Uniclean/1048536 Ontario Limited

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hereinafter called the "Contractor",

shall be effective from the 3<sup>rd</sup> day of July, 2004 to the 6<sup>th</sup> day of July, 2007 for period of three (3) years.

WITNESSETH: that the Owner and the Contractor undertake and agree as follows:

ARTICLE A-1

The Contractor shall provide all labour, material, equipment and services necessary to perform all work described in the Contract Documents titled as:

PROJECT 2001-01  
COUNTY OF RENFREW ADMINISTRATION COMPLEX  
7 & 9 INTERNATIONAL DRIVE  
PEMBROKE, ONTARIO  
JANITORIAL SERVICES  
APRIL 2001

which have been signed in duplicate by both Parties and shall do and fulfil everything indicated by this Agreement. In addition, the following two restrictions will be binding on the agreement:

1. An annual report will be presented to County Council.
2. A penalty clause has been added to strengthen the County of Renfrew's ability to react to irregularities and deficiencies in contract deliverables should they arise.

ARTICLE A-2

The following is an exact list of Documents referred to in Article A-1:

DOCUMENTS

Instructions To Tenders  
Tender Forms (Two copies attached)  
General Conditions  
Schedule of Services  
Agreement Between Owner and Contractor

ARTICLE A-3

The Owner shall pay the Contractor in consideration of the performance of the work of this Contract in lawful money of Canada the sum of:

**Two hundred and twenty-seven thousand, seven hundred and fifty-five dollars (including GST)**

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(\$227,755) for a **three (3)** year period in thirty-six (36) monthly instalments of

**Six thousand, three hundred and twenty-six dollars and fifty-three cents**

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(\$6,326.53) each, subject to the conditions of the Contract.

ARTICLE A-4

The documents listed above thereto annexed and signed in duplicate by both parties, are all to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and it shall inure to the benefits of and be binding upon them and their successors, executors and administrators.

ARTICLE A-5

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered 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 post or telegram addressed as follows:

The Owner at **9 International Drive, Pembroke, Ontario, K8A 6W5**

The Contractor at **148 Colonnade Road South, Nepean, Ontario, K2E 7R4**

IN WITNESS THEREOF the parties hereto have executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of

\_\_\_\_\_  
Robert Sweet, Warden  
County of Renfrew

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Norm Lemke, CAO/Clerk  
County of Renfrew

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Contractor