

TOWN OF PELHAM, ONTARIO

GARBAGE COLLECTION

E.O. 70351A April 1971

ADDENDUM NO. 1

(June 11th, 1971)

This addendum shall form part of the Contract Documents. The Tenderer shall insert the Addendum in front of the cover page of the Contract Documents.

The Town of Pelham has agreed with Nate Gordon, the contractor for collecting garbage in the Fonthill - Thorold area, to complete his contract which expires December 31st, 1972.

REFER TO THE 'FORM OF TENDER' PAGE F.T. 2, CLAUSE 5:

The Town agrees to award the contract on the basis of the unit price bid for Alternate 'A' for the period up to December 31st, 1972 whereupon the work shall be increased to include the entire Town of Pelham with remuneration being based upon the appropriate unit price per capita for the entire Town for the balance of the five-year period. The bid price per capita will be modified at the times indicated in the Contract by applying the formula cited in Clauses 14, 15 and 16 on Pages P.S. 4 and 5 of this Contract.

CONTRACT DOCUMENTS

TOWN OF PELHAM, ONTARIO

GARBAGE COLLECTION

E.O. 70351A April 1971

PROCTOR & REDFERN LIMITED
Consulting Engineers
75 Eglinton Avenue East,
Toronto 315, Ontario

39 Queen Street
St. Catharines, Ontario

WDG/ro

TOWN OF PELHAM, ONTARIO

GARBAGE COLLECTION

Project E.O. 70351A
WDG

April 1971

LIST OF CONTRACT DOCUMENTS

The following shall form the Contract Documents:

	<u>Pages</u>
Addenda Numbered <u>1</u> to <u>1</u>	
List of Contract Documents	1 Page
Tendering Information	2 Pages
Form of Tender	3 Pages
Agreement to Bond	1 Page
Form of Bond (CD-2)	1 Page
List of Sub-Contractors (CD-3)	1 Page
Tenderer's Experience (CD-4)	1 Page
Tenderer's Senior Staff (CD-5)	1 Page
Tenderer's Plant (CD-6)	1 Page
Project Specifications	5 Pages
General Conditions for Garbage Collection	9 Pages

TOWN OF PELHAM, ONTARIO

GARBAGE COLLECTION

Project E.O. 70351A
WDG

April 1971

TENDERING INFORMATION

Sealed tenders marked with the name of the project
will be received by:

Mr. L.C. Hunt,
Clerk Treasurer
Town of Pelham
43 South Pelham Street
P.O. Box 400,
Fonthill, Ontario

up to 5:00 p.m. Local time:

MONDAY, MAY 31st, 1971

The tenders will be opened publicly as soon after
the closing time and date as possible.

Tenders shall be made on the Form of Tender which
shall not be detached from the other documents.

If a Tenderer finds discrepancies in, or omissions
from the Contract Documents, or if he is in doubt
as to their meaning, he shall notify the Engineer,
who may issue a written addendum. Neither the
Owner nor the Engineer will make oral inter-
pretations of the meaning of the Contract Documents.

Addenda issued during the tendering period shall
be allowed for by the Tenderer in submitting his
tender.

The tenderer shall visit the area from which the garbage
shall be collected before submitting his tender and
shall, by personal examination, satisfy himself as to
the local conditions that may be encountered during
the carrying out of the collection contract. He shall

1.
DELIVERY
AND OPENING
OF TENDERS

2.
DISCREPANCIES

3.
EXAMINATION
OF THE AREA

make his own estimate of the difficulties that may be encountered. He shall not claim at any time after submission of his tender that there was any misunderstanding of the terms and conditions of the contract relating to the conditions in the area.

3. (continued)

The Tenderer shall be competent and capable of performing the work. The tenderer shall complete the following statement sheets which shall form part of the Contract Documents:

1. Tenderer's experience.
2. Machinery and Plant to be used.
3. Tenderer's Senior Staff.

4.
PROOF OF
ABILITY

The Tenderer may be required to furnish additional statements covering other matters including financial resources.

Every tender shall be accompanied by a bid deposit in the form of a certified cheque payable to The Town of Pelham, in the amount of \$1,000.00.

5.
TENDER
DEPOSIT

Every tender shall be accompanied by an 'Agreement to Bond' in the form attached. The 'Agreement to Bond' shall be completed by a surety company lawfully doing business in the Province of Ontario.

6.
AGREEMENT
TO BOND

The lowest or any tender need not necessarily be accepted by the Owner.

7.
ACCEPTANCE
OF TENDERS

The Tenderer shall submit with his tender, a full list (with addresses) of the sub-contractors he proposes to use on the project if his tender is accepted.

8.
SUB-
CONTRACTORS

The Tenderer shall keep his tender open for acceptance for sixty (60) days after the closing date

9.
TENDER LEFT OPEN

TOWN OF PELHAM, ONTARIO

GARBAGE COLLECTION

Project E.O. 70351A
WDG

April 1971

FORM OF TENDER

This Tender is submitted by:

Firm Name: St. Catharines Sanitation Services Ltd.,
Address: 236 Welland Ave., P.O. Box 2201, Station B,
St. Catharines, Ontario
Telephone No. 682-2021

TO THE MAYOR AND COUNCIL OF THE CORPORATION OF THE
TOWN OF PELHAM

1). I, Douglas V. Bell
of St. Catharines Sanitation Services Ltd.

DECLARE that no person, firm or corporation other than the one whose signature or signature of whose proper officers and the seal is or are attached below has any interest in this Tender or in the contract proposed to be taken.

- 2). I. FURTHER DECLARE that this Tender is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a tender for the same work and is in all respects fair and without collusion or fraud.
- 3). I. FURTHER DECLARE that no member of the Town Council, or any officer of the Corporation of the Town of Pelham is, or will become interested directly or indirectly as a contracting party or otherwise in or in the performance of the contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or in any of the monies to be derived therefrom.
- 4). I. FURTHER DECLARE that the several matters stated in the said Tender are in all respects true.

- 5). .I. FURTHER DECLARE THAT we have carefully examined the locale and site of the proposed works, as well as the Form of Tender, General Information for Bidders, Specifications for Garbage Collection and General Conditions and hereby acknowledge the same to be part and parcel of any contract to be let for the work therein described or defined and do hereby tender and offer to enter into a contract to do all the work and to provide the acceptable service agreed to by Town Council for the said collection of garbage within the Town of Pelham and that the price(s) set forth in the Tender as herein follows:

	Population	Price Per Capita	Total Cost per year*
Tender price for five (5) year contract, once weekly collection to all properties throughout the five (5) year term (entire Town of Pelham)	<u>9,776</u>	<u>\$ 3.35</u>	<u>\$ 32,749.60</u>

Alternate 'A'

Tender price for five (5) year contract, once weekly collection to all properties within the area identified on the attached plan of Pelham throughout the five-year term.	<u>6,109</u>	<u>\$ 3.59</u>	<u>\$ 21,931.31</u>
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- * This price for period July 1st, 1971 to June 30th, 1972. Ensuing years subject to adjustment in accordance with provisions in the contract.

- 6). .I. agree that this offer is to continue open to acceptance until the formal contract is executed by the successful tenderer for the said work, and that the Town may at any time, without notice, accept this Tender whether any other Tender had been previously accepted or not.
- 7). .I. agree that we have received Addenda 1 to 1 inclusive, and the tender price includes the provisions set out in such addenda.
- 8). .I. agree that the awarding of the contract based on this Tender by the Council of the said Town shall mean acceptance of this Tender.

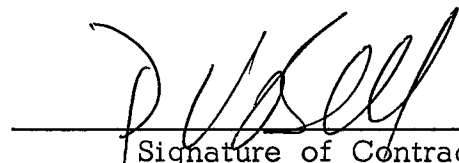
9). We propose The Canadian Surety Company
797 Don Mills Road, Don Mills, Ontario

a Company which is willing to become bound with _____
in the amount designated for the due performance and fulfil-
ment of the contract, for which this is a Tender.

10). A bid deposit cheque in the amount of One Thousand Dollars
(\$1,000.00) is enclosed.


Witness


W.G. Goodison, Office Manager



Signature of Contractor

D.V. Bell, Vice President and
General Manager

Dated at St. Catharines this 31st day of May 1971.

ACCEPTED


Mayor


Clerk

Seal



The Canadian Surety Company

May 28th, 1971

AGREEMENT TO BOND # 7198 559

TO: CORPORATION OF THE TOWNSHIP OF PELHAM

ST.CATHARINES SANITATION SERVICES LIMITED

is submitting a tender in writing to

CORPORATION OF THE TOWNSHIP OF PELHAM

for COLLECTION OF GARBAGE AND REFUSE FOR THE
TOWNSHIP OF PELHAM.


THE CANADIAN SURETY COMPANY undertakes and agrees with
CORPORATION OF THE TOWNSHIP OF PELHAM

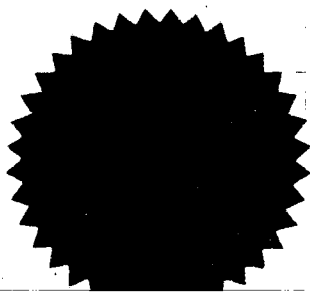
to furnish a Performance Bond in the amount of \$20,000.00
renewable annually within seven (7) days after being notified
said tender has been accepted provided that within sixty (60)
days of closing date of the tender, the said tender is
accepted and

ST.CATHARINES SANITATION SERVICES LIMITED

shall enter into a contract for performance of the said work.

THE CANADIAN SURETY COMPANY
BY:


Attorney-in-Fact.



AGREEMENT TO BOND

Date _____ 1971

*

Gentlemen:

Collection of Garbage, Refuse and Ashes
from All Households, Commercial Businesses,
Public Institutions, and Other Premises within
the Town of Pelham, Ontario

In consideration of the Owner accepting the tender of and executing an Agreement with _____
(hereinafter referred to as 'The Tenderer'), for the collection of garbage, refuse and ashes from all households, commercial businesses, public institutions, and other premises within the Town of Pelham, Ontario, subject to the express condition that the Owner receive the Performance Bond in accordance with the said Tenderer, we the undersigned hereby agree with the Owner to become bound to the Owner as surety for the Tenderer in a Performance Bond in the amount of \$20,000.00 per year in the form of a Performance Bond bound herein and in accordance with the said tender; and we agree to furnish the Owner with the said bond within seven (7) days after notification of the acceptance of the said tender and execution of the said Agreement by the Owner has been mailed to us.

Yours very truly,

* Enter the name of the Surety Company at the top of this page.

PERFORMANCE BOND

No.

KNOW ALL MEN BY THESE PRESENTS THAT

as Principal,
hereinafter called the Principal, and

as Surety,
hereinafter called the Surety, are held and firmly bound unto

as Oblige, hereinafter called the Oblige, in the amount of

Dollars (\$) lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Oblige, dated the day of 19 , for

in accordance with the plans and specifications submitted therefor which contract, plans and specifications and amendments thereto, to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, and declared by Oblige to be, in default under the Contract, the Oblige having performed Oblige's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for submission to Oblige for completing the Contract in accordance with its terms and conditions, and upon determination by Oblige and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Oblige and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Oblige to Principal under the Contract, less the amount properly paid by Oblige to Principal.

Any suit under this Bond must be instituted before the expiration of one (1) year from date on which final payment under the Contract falls due.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators, or successors of Oblige.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its Attorney-in-fact, this day of 19 .

LIST OF SUB-CONTRACTORS

SUB-TRADE	NAME OF SUB-CONTRACTOR	ADDRESS OF SUB-CONTRACTOR

Proctor & Redfern Limited
Consulting Engineers
June 11, 1969
AS:hs

TENDERER'S EXPERIENCE IN SIMILAR WORK

YEAR COMPLETED	DESCRIPTION OF CONTRACT	FOR WHOM WORK PERFORMED	VALUE
June 30, 1971	Garbage collection (5 years)	City of St. Catharines	\$2,500,000.
June 30, 1972	Garbage collection (3 years)	Township of Saltfleet	\$163,800.
Dec. 31, 1972	Garbage collection (30 months)	Town of Lincoln	\$ 64,210.
Dec. 31, 1976	Garbage collection (5 years)	City of Ottawa	\$8,000,000.
New Contract			
June 30, 1976	Garbage collection (5 years)	City of St. Catharines	\$3,000,000.

Proctor & Redfern Limited
Consulting Engineers
April, 1969
AS:bes

TENDERER'S SENIOR STAFF

NAME	APPOINTMENT	QUALIFICATIONS AND EXPERIENCE
D.V. Bell	Vice President and General Manager	10 years experience
J.P. Donohue	Assistant Manager	8 years experience
W.G. Goodison	Office Manager	5 years experience
J. Koshty	Chief Mechanic	5 years experience

Proctor & Redfern Limited
Consulting Engineers
June 11, 1969
AS:hs

TENDERER'S PLANT

The Tenderer shall list the plant, machinery and equipment he proposes to use on the work.

PLANT UNDER TENDERER'S CONTROL:

- 10 - 22 cubic yard Convento refuse packers
- 3 - 22 cubic yard Shu-Pak refuse packers
- 2 - 20 cubic yard Leach rear-end packers
- 3 - 20 cubic yard Heil refuse packers
- 9 - 20 cubic yard Gar-Wood refuse packers
- 5 - 30 cubic yard E-Z pack front-end loaders (commercial containers)
- 2 - 25 cubic yard Heil refuse packers

PLANT TO BE RENTED:

None

PLANT TO BE PURCHASED:

- 2 - new 24 cubic yard Hydraulic packers (Universal Handling - Hamilton)

Proctor & Redfern Limited
Consulting Engineers
June 11, 1969
AS:hs

TOWN OF PELHAM, ONTARIO

GARBAGE COLLECTION

Project E.O. 70351A
WDG

April 1971

PROJECT SPECIFICATIONS

GENERAL

This contract is for the provision of all labour, material and equipment necessary for the collection once weekly, of garbage, refuse, and ashes from all households, commercial businesses, public institutions, and other premises within the Town of Pelham or the portion of the Town shown on the plan attached hereto.

1.
GENERAL
EXTENT
OF WORK

Garbage shall mean all rejected, abandoned, or discarded household waste either animal or vegetable, wearing apparel, waste paper, broken crockery and glassware, bottles, cans, grass cuttings, garden refuse, and other refuse matter shall not include weighty or bulky articles such as stoves, furnaces, bedsprings, furniture, boxes and barrels or anything of a similar nature. Ashes shall mean a solid residue of any fuel for heating or cooking purposes and soot or other cleanings from chimneys. Garden refuse shall include small bundles of cut brush, maximum length 3 feet.

2.
GARBAGE

Non-collectible garbage shall mean manufacturers' waste, celluloid cuttings, moving picture film, oil-soaked or gasoline-soaked rags and any explosive or highly combustible material of any nature whatsoever, broken plaster, lumber or other waste or residue resulting from the construction, alteration, repair, demolition or removal of any building or structure, sawdust and/or wood shavings, swill or other organic matter not properly drained or wrapped, liquid waste, bandages, poultices, dressings and other such wastes, night soil, carcass or any animal, live animals or birds, furniture, stock of any wholesaler shall be regarded as manufacturers' waste, any material which has become frozen to the receptacle and cannot be removed by normal shaking. The collection of Christmas trees after the Christmas holiday season shall not be part of this contract, but shall remain the responsibility of the Owner.

3.
NON-COLLECTIBLE
GARBAGE

The Contractor will be responsible to provide, for the bid price in the Form of Tender, sufficient units to perform the services as herein provided. The units shall have fully enclosed steel bodies, capable of loading, compacting and unloading garbage mechanically and shall be mounted upon adequate truck chassis. The Contractor shall at all times maintain and operate a sufficient number of collection units to properly maintain the standard of service provided for in the Contract. In addition, the Contractor must provide evidence that arrangements have been made to provide for standby units to ensure adequate performance of this Contract in the event of machine breakdown or other unforeseen problems.

All equipment being used by the Contractor in connection with this contract shall be kept clean at all times. The Contractor shall be prohibited from displaying any advertising matter whatsoever on any garbage collection units operated under the provisions of this contract except that the owner shall require the Contractor to display such markings as the Owner may deem requisite on each of the units as will identify the said units as being operated as garbage collection units on behalf of the Town of Pelham.

The contractor shall require, as a condition of employment, that all employees have a neat and tidy appearance and while engaged upon garbage collection services in connection with this contract.

The office of the Municipality shall receive all all calls concerning garbage collecting service and messages thus received will be transmitted to the Contractor. The Contractor shall make himself or his representative, available to receive such calls as they are transmitted by the Town and the verbal transmission of messages and instructions shall be deemed to be sufficient insofar as notice to the Contractor concerning specific complaints.

4.
GARBAGE
COLLECTION
EQUIPMENT

5.
APPEARANCE
OF EQUIPMENT

6.
EMPLOYEES'
APPEARANCES

7.
CUSTOMER
COMPLAINTS

No collection shall be made on the following holidays unless approved in the collection schedule:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day (if it occurs on Monday to Friday inclusive), Christmas Day, and Boxing Day.

8.
HOLIDAYS

In the event of a holiday which has caused the loss of a working day, the Contractor shall accelerate his operations so as to complete the normal collection scheduled in the same week in which the holiday occurred.

9.
LOSS OF
WORKING
DAY

The Contractor shall within four (4) weeks of the award of tender, submit to the Owner for approval, a complete list of daily routes for collection to cover a normal week's operation showing the number of men and vehicles per route for the entire Town. The implementation of and any subsequent changes to a collection schedule shall be approved by the Town before the same becomes effective and the Contractor shall be responsible to advise the general public by a notice published in the local paper of any changes in the days of garbage collection.

10.
COLLECTION
SCHEDULE

All garbage picked up under the terms of this Contract must be deposited on the "joint" sanitary landfill site provided under a contract between the Owner and the Town of Grimsby. This sanitary landfill is located off Park Road in Lot 2, Concession VI (Former Township of North Grimsby), and shall operate between the hours of 8:00 a.m. and 6:00 p.m. on Tuesday, Wednesday, Thursday, Friday and on Saturday from 8:00 a.m. to 4:00 p.m., holidays list in Section 8 excluded.

11.
GARBAGE
DISPOSAL
SITE

Payment for the work done under this contract will be made in monthly instalments of 1/12th of the total per annum bid price.

12.
METHOD
OF PAYMENT

The population of the Town of Pelham as established by the Regional Assessment Commissioner for 1970, is 9,776. This figure shall be used as a total population figure for the purpose of establishing the per capita bid price in the tender.

13.
POPULATION

The annual census made by the Regional Assessment Commissioner each Fall shall be used as the basis of payment during the next calendar year commencing January 1st.

The per capita payment will be reviewed annually for adjustment of the tender price to reflect the cost of doing business in the type of work covered in this contract.

14.*
ANNUAL
REVIEW OF
TENDER PRICE

The adjustment will be effective at the anniversary date of the contract for the succeeding year and the units of information used to compute the adjustment will be from the Dominion Bureau of Statistics information up to December 31st of the year preceeding.

The contractor shall be required to supply all of the information necessary to complete the calculation of the adjustment.

SCHEDULE OF LABOUR INDEX TO BE USED IN
CALCULATING PER CAPITA ADJUSTMENT

15.

D.B.S. Catalogue 72-003, Table 4, Average Hourly Earnings of Hourly-rate Wage Earners - Manufacturing for St. Catharines.

Actual Hourly Rate of Town of Pelham Works Department Employee - Truck Driver

Actual Hourly Rate of Contractor's Employee - Truck Driver

D.B.S. Catalogue 72-003, Table 12, Average Weekly Wages in Manufacturing in Dollars, Current at dates shown, for Canada

D.B.S. Catalogue 72-003, Table 3, Average Hourly
Earnings of Hourly-rate Wage Earnings for Ontario

15. (Continued)

Urban Transit
Highway and Bridge Maintenance

Schedule of Truck Capital Index

D.B.S. Catalogue 62-003, Table 2, Industry Price
Index for Trucks (19,501 to 26,000 C.V.S.) (unpub-
lished information)

D.B.S. Catalogue 62-002, Table 2, Industry Selling
Price Index for the Motor Vehicle Parts Industry

Schedule of Average Truck Capital Index

Operating

D.B.S. Catalogue 62-002, Table 2, Industry Selling
Price Index for the Motor Vehicle Parts Industry

D.B.S. Catalogue 62-002, Table 9, Consumer Price
Index for Automobile Operation (excluding new auto-
mobiles) for Toronto (unpublished information)

Schedule of Average Truck Capital Index

Incidentals

D.B.S. Catalogue 62-002, Table 11, Consumer
Price Index for Toronto

Basis of Calculation per capital adjustment will
be made in the following manner using the following
factor weights:

16.
BASIS OF
CALCULATION

Labour - Factor Weight 50.4%
Truck Capital - Factor Weight 11.0%
Operating - Factor Weight 17.0%
Incidentals - Factor Weight 2.6%
Overhead - Factor Weight 19.0%
(Index does not vary.)

TOWN OF PELHAM, ONTARIO

GARBAGE COLLECTION

Project E.O. 70351A
WDG

April 1971

GENERAL CONDITIONS
FOR GARBAGE COLLECTION

All tenders for the execution of the work herein set forth or referred to must be made on the printed form supplied for that purpose. Such tenders must be made without any knowledge, comparison of figures, or arrangements with any other person making any tender or estimate for the same purpose, and that it is in all respects fair and without collusion or fraud, and that no member of the Corporation, Council or any other officer of the Corporation, is, shall be, or become interested directly or indirectly, as contracting party, partner, stockholder, surety or otherwise in, or in the performance of, the contract, or in the supplies, work or business to which it relates, or in any portion of the profits to be used therein or thereof, or any of the monies to be derived therefrom. Tenders must cover the cost of the completion of the work in every respect in accordance with the contract. Contractors are required to fully satisfy themselves as to the practicability of the works, and every part thereof before tendering thereon and the Contractor, by his signature thereto, assumes all responsibility in respect thereof.

1.
TENDERS

The work required to be done by the Contractor under this contract comprises the collection of garbage within the Town limits in accordance with the specifications, instructions and regulations attached hereto, and the dumping of same at disposal grounds maintained by the Town and in accordance with the attached specifications. The Contractor will be required to provide at his own expense, all and every kind of labour, vehicles, tools, equipment, articles and things necessary for the due execution of the work set out or referred to in the specifications.

2.
DEFINITION
OF CONTRACT

The Contractor shall assume the defence of and indemnify and save harmless, the Corporation and its officers and agents from all claims relating to labour, materials and equipment furnished for the work, and to inventions patents or patent rights used in doing the work.

3.
CONTRACTOR'S
LIABILITY

The Contractor shall be responsible for any and all damages, or claims for damages, or injuries, or accidents done to, or caused by him, or his employees, or relating from the prosecution of the works, or any of his operations, or caused by reason of the existence or location, or condition of any materials, plant or machinery, used thereon or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do, or perform, any or all of the several acts, or things required to be done by him, or them, under and by these conditions and covenants, and agrees to hold the Corporation harmless and indemnified for all such damages and claims for damages.

The Contractor, together with a guarantee company (approved by the Town) resident in Canada or authorized by law to carry on business in Canada will be required to enter into:

4.
SURETY
AND BOND

'A bond in the amount of \$20,000.00 per annum and in a form approved by the Owner to ensure the complete execution of this agreement by the Contractor insofar as the same pertains to the garbage collection services of this contract.'

The said bond shall be deposited with the Clerk. The expense of preparing the Bonds and executing the same is to be borne by the Contractor.

Prior to the commencement of operations, the Contractor shall produce evidence satisfactory to the Town Solicitor that the Contractor has obtained insurance in the amount of \$500,000.00 from an insurance company authorized to carry on business in Canada, to cover its liability in this contract.

5.
INSURANCE

The Contractor, shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the Workmen's Compensation Act, and

6.
WORKMEN'S
COMPENSATION

upon failure to do so, the Corporation may pay such assessment or compensation to the Workmen's Compensation Board and shall deduct or collect such expenses under the provisions of Section 9 of this condition. The Contractor shall, at the time of entering into any contract with the Corporation, make a Statutory Declaration that all assessments or compensations payable to the Workmen's Compensation Board have been paid, and the Corporation may, at any time during the performance or upon completion of such contract, require a further Declaration that such assessments or compensations have been paid.

6. (Continued)

The Contractor shall keep the work under his personal control, and shall not assign, transfer or sublet any portion without first obtaining the consent of the Corporation expressed by By-law. The consent of the Corporation of any such assignment, transfer or subletting, shall not, however, relieve the Contractor of any responsibility for the proper commencement, execution and completion of the work according to the terms of the contract; and the Contractor shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions or legal services, as if he were performing the work with his own plant and his own men.

7.
SUBLETTING

The Contractor is entitled to receive monthly payments at the rate of 100 percent of the stipulated monthly payment, less all stipulated forfeitures and deductions.

8.
PAYMENTS

All payments to the Contractor shall be made out of funds under the control of the City, in its public capacity, and no member of City Council, or officer of the City, is, or to be held, personally liable to the Contractor under any circumstances whatever.

Before making any payment for the work to be performed hereunder, the Corporation may require the Contractor to satisfy the Corporation that all claims against the Contractor for labour, materials, or things hired, or supplied upon or for the works, have been paid or satisfied, or if any such claims are found to exist, may pay such sum and the Contractor shall repay the same within two days, or the Corporation may, at its option, withhold from the payment due sufficient amounts to satisfy the same.

All moneys payable to the Corporation by the Contractor under any stipulation herein, or to the Workmen's Compensation Board, as provided hereunder, may be retained out of any moneys then due or which may become due from the said Corporation to the Said Contractor under this or any other contract with the Corporation, or otherwise howsoever, or may be recovered from the Contractor or his surety, in any court of competent jurisdiction, as a debt due to the Corporation; and the Owner shall have full power to withhold any progress payment if circumstances arise which may indicate to them the advisability of so doing, though the sum to be retained may be unascertained.

9.
MONEYS
DUE
CORPORATION

The parties hereto and their surety or themselves, their executors, administrators, successors and assigns and any and all other parties in any way concerned, shall fully indemnify the Corporation and all its officers, servants and employees from any and all liability or expenses by way of legal costs or otherwise in respect to any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Mechanic's Lien Act or to any attachment for debt, garnishee process or otherwise. The Corporation shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, his executors, administrators, successors and assigns.

10.
LIENS

Should any overseer, mechanic, driver or workman employed on or about the work or in connection therewith, give any just cause for complaint (of which the Owner shall be the sole judge), the Owner shall notify the Contractor in writing, stating the reasons therefore, and the Contractor shall dismiss such person forthwith, and he shall not again be employed by the Contractor on any Corporation work without the consent, in writing, of the Owner.

11.
DISCHARGE
OF EMPLOYEE

- a). The Owner may terminate the employment of the Contractor if sufficient cause exists to justify such action. Such Termination of Employment may be made:

12.
TERMINATION
OF CONTRACT

- i). if the Contractor should be adjudged a bankrupt, or
 - ii). if he should make a general assignment for the benefit of his creditors, or
 - iii). if a receiver should be appointed on account of his insolvency, or
 - iv). if he should take the benefit of any Act relating to insolvent debtors, or
 - v). if a winding up order be made against the Contractor, or
 - vi). if he should refuse or fail to supply enough plant, properly skilled labour or proper materials after having received seven (7) days' notice in writing from the Owner so to do, or
 - vii). if he should fail to make prompt payment to subcontractors and suppliers, or
 - viii). if he should persistently disregard laws, ordinances or the instructions of the Owner, or
 - ix). if he should otherwise be guilty of a substantial violation of the provisions of the Contract.
- b). Should the Owner terminate the employment of the Contractor, as provided in subsection (a) above, he shall give the Contractor seven (7) days' written notice of such termination of employment.
- c). Should the Owner terminate the employment of the Contractor, as provided in subsection (a) above, he may take possession of the premises and of all materials and plant on the premises, and may finish the work by any method he may deem expedient, but without undue delay or expense. In such case, the Contractor shall not receive any further payment until the work is complete.
- d). If the unpaid balance of the contract price exceeds the expense of finishing the work (including compensation to the Owner for his additional services), such excess shall be paid to the Contractor. If such expense exceeds the unpaid balance, the Contractor shall pay the difference to the Owner. The additional expense incurred by the Owner due to the Contractor's default shall be certified.

The Contractor, his agents and all workmen and persons employed by him or under his control shall use due care that no person is injured and that no property is damaged in the prosecution of the work and the Contractor shall be solely responsible for all damages and to person or property including theft, whether the property is owned by the Corporation or any of its employees.

13.
OTHER RIGHTS

Should the Contractor, or any of his agents give, or offer any gratuity to, or attempt to bribe, any member of the Corporation, Council, officer or servant of the Corporation, the Corporation shall be at liberty to cancel the contract forthwith, or to direct the Owner to take the whole or any part of the works out of the hands of the Contractor, under the same provisions as those specified in Section 13 herein.

14.
BRIBERY

a). Any notice or communication to the Contractor shall be deemed to be legally well and sufficiently given and served, if:

15.
NOTICES

- i). handed to the Contractor or any of his clerks or agents, or
- ii). posted or sent to the address given in the Tender, or,
- iii). posted or sent to the Contractor's domicile or usual place of business, or
- iv). posted or sent to the place where the work is, or is to be, carried on, or
- v). posted to or left at his last known address.

b). In any notice to the Contractor with respect to work and repairs of any nature required to be done under the Contract (or with respect to any other matter), it shall not be obligatory for the Owner to specify minutely and in detail everything required, nor to specify by measurement the exact extent or place where the work and repairs are to be carried out.

Reference may be made in such a notice to the clauses in the Contract bearing upon the matter, the general location, and the general description of the work and repair to be done.

The obligations under this contract will deem to be commenced on the first day of July 1971 and will be terminated on the 30th day of June 1976.

16.
DURATION
OF THE
CONTRACT

The annual bond of \$20,000.00 referred to in General Conditions, Page 2, Clause 4, shall cover the period from July 1st to June 30th of the following year in each period of agreement and each renewal thereof for each succeeding year or satisfactory assurance that the same will be forthcoming, shall be submitted to the Corporation on or before the first day of April in each of years 1972, 1973, 1974, and 1975.

17.
ANNUAL
BOND

In the event of a dispute as to whether the Contractor has refused or omitted to perform any obligation hereunder or has made or caused to be made any breach of this agreement, then before the Owner shall be at the liberty to cancel this agreement or any part thereof, an arbitrator shall be appointed who shall investigate the alleged refusal or omission to perform or alleged breach of this agreement and shall determine whether or not there has been a refusal or omission to perform or breach of the agreement and whether or not the same is sufficiently substantial as to justify the cancellation by the Owner of this agreement or any part thereof.

18.
ARBITRATION
OF DISPUTES

The decision of the Arbitrator shall be final, binding upon and accepted by both Parties hereto without right of appeal to any court.

The cost of arbitration shall be apportioned against the Parties hereto or against any one of them as the Arbitrator may decide.

The Arbitrator shall be in succession either

- 1). the acting Senior County Judge of the Judicial District of Niagara North, or
- 2). the appointee of the acting Senior County Court Judge of the Judicial District of Niagara North.

Pending the outcome of the arbitration, the Owner may take such steps as may be deemed necessary and advisable and in his sole discretion to ensure the continuation of the garbage collection services according to the specifications set out herein.

18. (Continued)

If the provisions of this paragraph be inconsistent with any other covenant contained in this agreement, the provisions of this paragraph shall govern.

The provisions of this agreement shall enure to the benefit of and be binding upon the Parties hereto, their successors and assigns.

19.
HEIRS AND
ASSIGNSOWNER

means the Corporation of the Town of Pelham

20.
DEFINITIONSCONTRACT

the word 'contract' herein and in any agreement, bond, specification, condition or plan herein referred to means the agreement to do the work entered into with the Owner and includes bond or security, the specifications, the general conditions, the tender and other documents referred to or connected with the said Agreement.

CONTRACTOR

'Contractor' or a pronoun in place thereof, means the person or persons who have undertaken to carry out this contract.

REGIONAL ASSESSMENT COMMISSIONER

An Assessment Commissioner appointed under Subsection 1 of Bill 174, shall be deemed for the purpose of this and every other Act to be the assessor and assessment commissioner of and for every municipality and locality in the assessment region for which he is appointed.

DOMINION BUREAU OF STATISTICS

Dominion Bureau of Statistics shall mean the Prices Division of the Dominion Bureau of Statistics, Ottawa, Canada.

- a). In all matters affecting the performance of the work, the Contractor shall comply with all relevant statutes, by-laws and ordinances of Federal and Provincial Governments and of Municipal Corporations. The Contractor shall also comply with all relevant regulations made under such statutes, by-laws and ordinances.
- b). Unless otherwise specified, the Contractor shall pay all fees, procure all licenses and certificates, deposit all drawings and give all notices required by any of the foregoing statutes, by-laws, ordinances and regulations.
- a). All damage, loss, expense and delay incurred or experienced by the Contractor in the prosecution of the work, by reason of unanticipated difficulties, bad weather, strikes, wars, acts of God, or other mischances, shall be borne by the Contractor and shall not be the subject of a claim for additional compensation.

21.
STATUTES

22.
OPERATIONAL
RISKS

The Contractor shall not assign the Contract, or any part of it without the written consent of the Owner, nor shall the Contractor assign any monies due, or to become due, to him without the written consent of the Owner.

23.
ASSIGNMENT