

CONTRACT DOCUMENTS

TOWN OF PELHAM

GARBAGE COLLECTION

CONTRACT

EXTENSION # 4

JULY 1ST, 1996 - JUNE 30TH, 1997

August 23rd, 1996

TOWN OF PELHAM, ONTARIO

GARBAGE COLLECTION

Project E.O. 86605

LIST OF CONTRACT DOCUMENTS

Number of Pages

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EO 86605 LIST OF CONTRACT DOCUMENTS

Page 1

T.01 CONTRACT UNIT PRICES

- A. Contractor

Name:

Address:

J.W. Sheldrick Sanitation Limited

P.O. Box 142, London Road
Smithville ON LOR 2AO
- B. Owner

Name:

The Corporation of the Town of Pelham

1. Total contract price of **Dollars (\$91,010.09)**
 for the first six (6) months of a 1-year Contract commencing July 1st, 1996 and terminated on June 30th 1997 and for a total tender price to be determined there after in accordance with the annual review of the total tender price using the above-stated total tender price as the basis for calculations.

	<u>Households</u>	<u>Price Per Household</u>	<u>Total Cost Per Year</u>
Base contract price for one (1) year contract, once weekly collection to all residential, commercial and industrial properties throughout the one (1) year term (entire Town of Pelham)	5,123	\$35.53	\$182,020.19

- *To be adjusted in accordance with Project Specifications Part 3.06 B Total Number of Households.*

FT.02 PROVISIONAL ITEMS

The items listed below are provisional items to be used only with the consent and approval of the Town Council. The unit costs provided below are not to be included in the "Price per Household" tendered in FT.01.B1.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Rate</u>
A.01	Adjustment rate per load increase or decrease in travel distance to disposal site due to change of site location per Part 1.04B of the Project Specifications	km	N/A
A.02	All inclusive cost to the Town for a special Spring Clean-up collection and haulage to a designated disposal site as covered in Part 2.01D of the Project Specifications	household	\$1.55
The unit rates quoted above will be considered effective until June 30 th , 1997. Commencing in 1997, these rates will be adjusted using only the increase in the number of households.			
A.03	Additional cost per household to be added to the tendered rate if new (1986) equipment is used from the outset of the Contract	per	household \$Nil

GENERAL CONDITIONS

GC.01 DEFINITIONS

- A. "Garbage" shall mean all rejected, abandoned or discarded household waste, either animal or vegetable, wearing apparel, waste paper, plastic, or broken crockery, save and except those wastes which are hereinafter defined as "non-collectible waste";
- B. "Ashes" shall mean the solid residue of any fuel for heating or cooking purposes, and soot or other cleanings from chimneys, fireplaces or heating appliances;
- C. "Householder" shall mean any owner, occupant, lessee, tenant or other person having use of, occupation or charge of any dwelling, hotel, restaurant, apartment house, office building, commercial building, store, shopping centre or plaza or any portion thereof respectively;
- D. "Dwelling" or "Dwelling Unit" shall mean a suite of rooms occupied or designed to be occupied as an independent and separate housekeeping establishment in which separate kitchen, sleeping and sanitary facilities are provided for the exclusive use of the occupants;
- E. "Street" shall mean any public road, street, lane, alley, square, place, thoroughfare or way within the limits of the Town of Pelham;
- F. "Director of Operations" shall mean the Director of Operations of the Corporation of the Town of Pelham;
- G. "Corporation" shall mean the Corporation of the Town of Pelham;
- H. "Non-collectible waste" shall mean all waste materials and refuse other than garbage and ashes and shall include the following:
- (i) liquid waste;
 - (ii) hazardous waste as defined in Ontario Regulation 309, R.R.O. 1980, as amended;
 - (iii) pathological waste as defined in Ontario Regulation 309, R.R.O. 1980, as amended;
 - (iv) liquid industrial waste as defined in Ontario Regulation 309, R.R.O. 1980, as amended;
 - (v) newspaper, food and beverage tin cans, glass bottles and PET (Polyethylene Terephthalate) beverage containers;
 - (vi) corrugated cardboard generated by industrial, commercial and institutional (ICI) establishments;
 - (vii) organic yard wastes, including grass clippings, leaves, trimmings and cuttings from trees, shrubs and vines, trees and stumps;
 - (ix) metal drums, barrels, truck tires and automobile and motorbike tires;
 - (x) motor vehicle and trailer bodies parts;
 - (xi) any materials of any kind or nature, including ashes, that contain any hot live coals, or fire;
 - (xii) waste which is explosive, flammable, gaseous, volatile, toxic;
 - (xiii) caustics, acids, pesticides, herbicides, raw animal manure, septic tank pumping, raw sewage sludge, bulk liquids, semi-solids, industrial process sludge, carcasses of any dead animal, live animals or birds;
- (i) "Recyclable waste" shall mean newspaper, food and beverage and PET (polyethylene terephthalate) beverage containers and any other elements as determined by Council from time to time;

- I. "Contract" means the agreement to do the work entered into with the Owner and includes bonds or security, the specifications, the general conditions, the tender and other documents referred to or connected with the said agreement.
- J. "Contractor" or a pronoun in place thereof, means the person or persons who have undertaken to carry out this Contract.
- K. "Work", "work", or "WORK" means labour, materials and other things required to be done, that are shown, described or implied in the Contract Documents, and includes extra and additional Work that may be ordered by the Owner.
- L. "Statistics Canada" means the Prices Division of Statistics Canada, Ottawa, Canada.

GC.02 DOCUMENTS

- A. The Contract Documents shall be signed and sealed, in triplicate, by the Owner and the Contractor.
- B. The Contract Documents are complimentary and what is called for by any one shall be as binding as if called for by all. The intention of the Documents is to include plant, labour, and materials (except as specifically excepted) necessary for the complete and proper execution of the Work.
- C. Drawings and Specifications shall be read and interpreted together. Work not specifically described, but obviously necessary for the satisfactory completion of the Work for the purpose intended shall be supplied and performed by the Contractor as though it had been described and shown in the Drawings and Specifications.
- D. Reference to published standard specifications shall be to the edition at the time of the signing of the Contract Documents.

GC.03 SUBLETTING

- A. 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.

GC.04 NOTICES

- A. Any notice or communication to the Contractor shall be deemed to be legally well and sufficiently given and serviced, if:
 - i) handed to the Contractor or his authorized representative, 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.

GC.05 STATUTES

- A. In matters affecting the performance of the Work, the Contractor shall comply with relevant statutes, by-laws and ordinances of Federal and Provincial Governments and of Municipal Corporations. The Contractor shall also comply with relevant regulations made under such statutes, by-laws and ordinances.
- B. Unless otherwise specified, the Contractor shall pay fees, procure licenses and certificates, deposit Contract Documents and give notices required by the foregoing statutes, by-laws, ordinances and regulations.

GC.06 PROSECUTION OF THE WORK

- A. The Contractor shall complete the Work in accordance with a schedule set down in cooperation with the Owner at the time of the award of the Contract. Amendments to this schedule may be made by the Owner, on application by the Contractor.
- B. Should the Owner be of the opinion that the quantity or quality of labour or plant supplied by the Contractor is not sufficient, or that the methods being employed are not such as will ensure that the work will be completed within the specified time, the Contractor shall forthwith improve the quality and increase the number of men employed, shall make revisions to the plant, and shall employ Work methods satisfactory to the Owner.

GC.07 OPERATIONAL RISK

- A. 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.

GC.08 THE ENGINEER

- A. The Engineer will make such decisions as are necessary with respect to:
 - i). Discrepancies in the Contract Documents, or
 - ii). Differences of opinion or misunderstanding that may arise as to the meaning of the Contract, or
 - iii). Omissions or misstatements in the Contract Documents, or
 - iv). Quality, dimensions and sufficiency of plant, materials, or Work, or
 - v). The due and proper execution of the Work in consultation with the Works Superintendent, or
 - vi). The measurement, quantity or valuation of the work, including additional Work and deductions, or
 - vii). Other questions or matters arising out of the Contract.

GC.09 ARBITRATION OF DISPUTES

- A. 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.

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

- i). The acting Senior County Judge of the Judicial District of Niagara South, or
- ii). The appointee of the acting Senior County Court Judge of the Judicial District of Niagara South.

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.

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

GC.10 HEIRS AND ASSIGNS

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

GC.11 CONTRACTOR'S LIABILITY

- A. The Contractor shall assume the defense 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.

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 agree to hold the Corporation harmless and indemnified for all such damages and claims for damages.

GC.12 LIABILITY INSURANCE

The Contractor shall insure and maintain insurance against liability for bodily injury and property damage that may arise with respect to the Work being performed under the Contract. Such insurance shall:

- A. Be in the joint names of the Owner, the Contractor, the Subcontractors and the Engineer, and
- B. Include coverage for:
 - i). Contractual liability, and
 - ii). Cross liability, and
 - iii). Contingent Employer's liability, and
 - iv). Completed Operations liability, and
 - v). Non-owned automobile liability, and

- C. Have an inclusive limit at least equal to \$1,000,000 unless otherwise specified, and
- D. Remain in force for the duration of the Contract.

GC.13 AUTOMOBILE INSURANCE

The Contractor shall insure and maintain insurance against liability for bodily injury and property damage caused by automobiles owned by the Contractor and used on the Work. Such insurance shall have an inclusive limit at least equal to \$1,000,000. An automobile shall be as defined in the Highway Traffic Act.

GC.14 WORKER'S COMPENSATION

The Contractor shall pay such assessments as will protect him and the Owner from claims under the Worker's Compensation Act.

The Contractor shall deposit certificates with the Owner indicating that the Contractor has paid assessments under the Worker's Compensation Act. Such certificates shall be deposited:

- i). At the time of award of the Contract, and
- ii). at intervals of six months during the course of the Contract, and
- iii). before the final payment of the Contract.

GC.15 INSURANCE POLICIES AND CERTIFICATES

- A. When the successful Tenderer is notified that his Tender has been accepted, he shall deposit with the Owner
 - i). Copies of liability and automobile insurance policies indicating compliance with Clauses GC.12 and GC.13.
- B. Insurance policies shall stay in force and not be amended, cancelled or allowed to lapse without thirty (30) days' prior notice.

GC.16 INSURANCE CLAIMS

- A. Claims or alleged claims received by the Contractor shall be dealt with immediately by the Contractor. If a claim is settled to the satisfaction of the claimant, the Contractor shall submit to the Engineer a copy of the claimant's release.
- B. If a claim or alleged claim is rejected by the Contractor and/or his insurance company, the Contractor shall report this fact in writing to the Engineer.
- C. Should 30 days elapse after the claim or alleged claim has been received by the Contractor, and the Contractor is not able to report settlement or rejection of the claim, he shall report to the Owner the steps being taken with respect to the claim.

GC.17 HOURS OF WORK

The Owner may prohibit the Contractor from carrying on operations during hours of the day in which the Owner, in his judgement, deems such operations to be a disturbance or nuisance to the public.

Such prohibition may be made notwithstanding prior consent, order, agreement or requirement in the Contract that stipulates maximum or minimum hours of Work.

GC.18 PERFORMANCE BOND

- A. The Contractor, together with a Surety Company approved by the Owner and authorized by law to carry on business in the Province in which the Work is to be performed, shall furnish a Performance Bond to the Owner in the form attached in the amount of 100% of the Contract price. The Bond shall unconditionally guarantee the performance of the Contract, shall be at the expense of the Contractor, and shall be renewed on January 2 of each year of the life of the Contract.

GC.19 PAYMENTS

- A. The Contractor is entitled to receive monthly payments at the rate of 100% of the stipulated monthly payment, less all stipulated forfeiture and deductions.
- All payments to the Contractor shall be made out of funds under the control of the Town, in its public capacity, and no member of Town Council, or officer of the Town, is, or is to be held, personally liable to the Contractor under any circumstances whatsoever.

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 work, 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 his option, withhold from the payment due sufficient amounts to satisfy the same.

GC.20 MONEYS DUE CORPORATION

- A. All moneys payable to the Corporation by the Contractor under any stipulation herein, or to the Worker'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.

GC.21 LIENS

- A. The parties hereto and their surety 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 Construction Lien Act or to any attachment for debt, garnishees 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.

GC.22 DISCHARGE OF EMPLOYEE

- A. 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 therefor, 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.

GC.23 TERMINATION OF CONTRACT

- 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:
- i). if the contractor should be adjudged as 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 the 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 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.

GC.24 OTHER RIGHTS

- A. 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 to person or property including theft, whether the property is owned by the Corporation or any of its employees.

GC.25 BRIBERY

- A. 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 GC.23 herein.

PROJECT SPECIFICATIONS

PART 1 GENERAL

Part 1.01 SCOPE OF WORK

- A. This Contract is for the provision of all labour and equipment necessary for the collection and haulage to the designated disposal site of all household refuse, household trash if approved by Town Council, and trade waste put out for collection in accordance with By-law #1500 (1992) of the Town of Pelham.

Part 1.02 DURATION OF CONTRACT

- A. The obligations under this Contract shall bind the parties for a period of one (1) year commencing on July 1st, 1996 and terminating on June 30th, 1997.

Part 1.03 FREQUENCY AND TIMES OF COLLECTION

Collection shall be made once a week per dwelling or place of business on Tuesdays, Wednesdays, Thursdays and Fridays between the hours of 8:00 a.m. and 5:00 p.m. Exceptions to collection hours shall be effected only upon the mutual agreement of the Municipal Representative and the contractor, or when the contractor reasonably determines that an exception is necessary in order to complete the collection on an existing collection route due to unusual circumstances.

- B. No collections shall be made on the following holidays:
Christmas Day
New Years Day
Sundays
- C. When a regular collection day falls on a designated holiday, the collection shall be made one (1) day late for the remainder of the week, but in no case shall the change in schedule result in a collection not being made for a period greater than eight (8) days. When a holiday falls on a regular collection day, it may be necessary for the contractor to work on Saturday to complete the collection during that week.
- D. The implementation of any collection route changes or schedules shall be approved by the Town before the same becomes effective.

Part 1.04 Location of Disposal Site

- A. All household refuse, household trash if directed by Town Council, and trade waste shall be hauled by the contractor to the joint sanitary landfill site (currently Park Road site in Grimsby) or any other disposal site designated by the Town.
- B. Should another site be designated as disposal grounds and the new haulage distance is increased or decreased by less than five kilometers return, the contractor will receive only the tendered price, without any compensation from the Town due to the change.

If the new haulage distance is increased or decreased by five kilometers or more return, payment to the contractor will be increased or decreased at the rate tendered by the Contractor for the additional or reduced kilometers per load. Any change in haulage distance will be based on the difference in distance from the geographic centre of each day's collection area to the new disposal site as opposed to the distance to the former site. This difference in kilometers travelled per day will be multiplied by the number of loads which enter the dump per day from this contract and then multiplied by the unit rate per kilometer which is noted above.

- C. The contractor will submit to the Municipal Representative each morning a list of the truck numbers working on the contract. This list will be relayed to the checker at the refuse disposal site, and only those trucks on the list will be permitted free entry. The contractor will immediately supply, to the Municipal Representative the numbers of alternate trucks should any breakdown occur during the day, otherwise the contractor will be charged entrance fees for those trucks not listed for that days operation.

In the case of additional hired equipment used during peak periods of trash collection, the contractor must provide names and licence numbers of these trucks each day and any subsequent changes throughout the day in order to receive the benefit of free entry at the disposal site. The contractor shall be required to conform to any alternative system of tickets or numbering etc. which may become necessary to provide an adequate level of accounting at the landfill site.

- D. The current operating schedule for the Park Road landfill site is as follows:

Summer (May 1 - October 31)	Tues.-Fri.	8:00 a.m. - 6:00 p.m.
	Sat.	8:00 a.m. - 4:00 p.m.
Winter (November 1 - April 30)	Tues.-Fri.	8:00 a.m. - 5:00 p.m.
	Sat.	8:00 a.m. - 4:00 p.m.

Part 1.05 Collection in Accordance with Municipal By-Laws

- A. The contractor will be required to collect the household refuse, household trash and trade waste in accordance with the by-law and transport the items collected directly to the designated disposal site. The loaders shall return the returnable containers and covers properly to the location from where they were picked up, immediately upon depositing their contents into the collection truck.

All Federal, Provincial and local laws and regulations now or hereafter enacted shall become a part of the contract and be complied with in the performance of all portions of the work.

PART 2 EQUIPMENT

Part 2.01 Supply of Equipment

- A. The Contractor will be required to supply the necessary number of refuse collection units, with drivers and loaders, sufficient to collect and haul to the disposal site all household refuse, household trash, and trade waste placed out

Part 3.04 Work to be Performed to the Satisfaction of the Municipal Representative

- A. All work performed under this contract will be supervised by and must be performed to the satisfaction of the Municipal Representative, who shall be the sole owner in any dispute regarding the interpretation of the contract between the Municipality, the property owners and the contractor, and the Municipal Representative's decision shall be final and binding. Where, in the opinion of the Municipal Representative, the contractor has been in default of any portion of the contract or by-law, the Municipal Representative may request the contractor to take immediate action to rectify the situation on the regular collection day on which the problem occurred.

Part 3.05 Contract Price and Method of Payment

- A. The Contract Price shall be determined by the multiplication of the current number of Households and a price per Household.
- B. Payment for the work done under this Contract will be made in monthly installments, not in advance, of 1/12th of the total per annum contract price.
- C. The "Contract" price quoted in the Agreement shall be reviewed on January 1st of each year of the contract, commencing in 1997 to reflect the change in the cost of doing business due to the increase in the number households served.
- D. The "Contract" price quoted in the Agreement shall be based on the number of households. (Source: Assessment Division, Ontario Ministry of Revenue). The "Contract" price shall be reviewed on January 1st of each year of the contract commencing in 1997 to reflect the changes in the households of the municipality.

Part 3.06 Annual Review of Change In Unit Prices

- A. There shall be no further changes in unit prices for the duration of this contract extension.
- B. The growth rate component in each year of the contract (commencing in 1992) shall be calculated by using the total number of "households" in the Town of Pelham.

Part 3.07 Certification

- A. The successful tenderer shall be responsible for obtaining a Certificate of Approval for a Waste Management System from the local District Office of the Ministry of the Environment.