

CONTRACT DOCUMENTS

TOWN OF PELHAM, ONTARIO

GARBAGE COLLECTION

Project E0 81405

*PROCTOR AND REDFERN LIMITED
Consulting Engineers and Planners
110 James Street, St. Catharines, Ontario
L2R 7E8*

GKS/ro

April 1981

TOWN OF PELHAM, ONTARIO

GARBAGE COLLECTION

Project EO 81405

April 1981

LIST OF CONTRACT DOCUMENTS

The following shall form the Contract Documents:

	<u>Colour of Pages</u>	<u>Number Of Pages</u>
Addenda Numbered <u> </u> to <u> </u>	Green	
List of Contract Documents	Pink	1
Tendering Information	Blue	2
Form of Tender	Yellow	1
Agreement	White	1
Agreement to Bond	White	1
Perforance Bond (CCA(S)21)	White	1
Bid Bond (CCA (S)20)	White	1
List of Sub-Contractors (CD-3)	White	1
Tenderer's Experience (CD-4)	White	1
Tenderer's Senior Staff (CD-5)	White	1
Tenderer's Plant (CD-6)	White	1
General Conditions	Blue	6
Project Specifications	White	4

TENDERING INFORMATION

TI.01 DELIVERY AND OPENING OF TENDERS

- A. Sealed tenders, marked with the name of the project, will be received by:

Mr. Murray Hackett, Clerk
Town of Pelham
P.O. Box 400
PELHAM, Ontario
LOS 1E0

up to NOON, May 21st, 1981

- B. The tenders will be opened publicly as soon after the closing time as possible.
C. Tenders shall be made on the Form of Tender which shall not be detached from the other documents.

TI.02 DISCREPANCIES

- A. 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 interpretations of the meaning of the Contract Documents.
B. Addenda issued during the tendering period shall be allowed for by the tenderer.

TI.03 EXAMINATION OF SITE

- A. The Tenderer shall visit the site of the work before submitting his tender and shall by personal examination satisfy himself as to the local conditions that may be encountered during construction of the work. He shall make his own estimate of the facilities and difficulties that may be encountered and the nature of the sub-surface materials and conditions.

TI.04 PROOF OF ABILITY

- A. The tenderer shall be competent and capable of performing the various items of work. The tenderer shall complete the following statement sheets, which shall form a part of the Contract Documents:
i). Tenderer's Experience
ii). Machinery and Plant to be used
iii). Tenderer's Senior Staff
B. The tenderer may be required to furnish additional statements covering other matters, including financial resources.

TI.05 TENDER DEPOSIT

- A. Every tender shall be accompanied by a bid bond, or certified cheque made payable to the Town of Pelham, in an amount equal to \$10,000.

C.C.A. Document (S)20 shall be used for the bid bond.

The tenderer shall keep his tender open for acceptance for sixty days after the closing date. Withdrawal during this period will result in forfeiture or enforcement of the bid bond.

Upon being notified that his tender has been accepted, the Contractor shall execute copies of the Agreement, supply bonds and insurance documents as specified, and start work as specified.

Failure to execute the copies of the Agreement, or to supply bonds and insurance documents, all within two weeks of the date of acceptance of the tender, or to start work as specified, will automatically mean the forfeiture or enforcement of the bid bond.

Bid bonds of unsuccessful tenders will be returned not later than two weeks following Contract award.

The bid bond of the successful tenderer will be returned with the first progress certificate.

TI.06 AGREEMENT TO BOND

- A. Every tender shall be accompanied by an 'Agreement to Bond' in the form attached, and shall be completed by a surety Company lawfully doing business in the province.

TI.07 SUBCONTRACTORS

- A. The tenderer shall submit with his tender the names and addresses of Subcontractors he proposes to use for the subtrades listed in Form CD-3 'List of Subcontractors'.

TI.08 ACCEPTANCE OF TENDERS

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

TI.09 TOWN OF PELHAM BY-LAW

- A. Town of Pelham By-Law No. 104 (1971) for the collection and disposal of garbage and ashes and other refuse is available for viewing at the Town of Pelham Municipal Office.

TI.10 AWARD OF CONTRACT

- A. The award of this contract is subject to Ontario Municipal Board approval.

FT.01 TENDER PRICE

A. Offer by: NAME **Robran Construction Limited**ADDRESS: **151 Main Street East, P.O. Box 220, Grimsby, Ontario**DATE: **May 21st, 1981**

B. To The Corporation of the Town of Pelham

1. We, the undersigned, having examined the site of the work, having carefully investigated the conditions pertaining to the work and having secured all the information necessary to enable us to submit a bona fide tender, and having inspected all the Contract Documents, hereby agree to enter into a Contract and to perform all the work in a good and workmanlike manner in accordance with the Contract Documents to the satisfaction of the Owner for the total tender price of:

Seventy-Five Thousand, Two Hundred and Seventy-Four Dollars and Eight Cents Dollars (\$ **75,274.08**)

for the year commencing July 1st, 1981 to June 30th, 1986 and for a total tender price to be determined thereafter in accordance with the annual review of total tender price based on the above-stated total tender price.

	<u>Population</u>	<u>Price Per Capita</u>	<u>Total Cost per Year</u>
Base tender price for five (5) year contract, once weekly collection to all properties throughout the five (5) year term (entire Town of Pelham)	10,941*	\$ 6.88 **	<u>\$ 75,274.08</u>

* To be adjusted in accordance with Project Specifications Part 3.08 'Population Adjustment'.

** To be adjusted in accordance with Project Specifications Part 3.07 'Review of Changes in Cost of Operation'.

FT.02 ADDENDA

- A. We agree that we have received Addenda 0 to 0 inclusive, and the tender price includes the provisions set out in such addenda.

OFFERED ON BEHALF
OF THE CONTRACTOR

Signature

Signature

Contractor's Seal

Robran Construction Limited

Company Name

151 Main Street East, P.O. Box 220
Grimsby, Ontario L3M 4G3

Address

Witness

Date

AGREEMENT

This Agreement made in triplicate this 21st day of May 19 81, between Robran Construction Limited hereinafter called "The Contractor",

AND

Town of Pelham hereinafter called "The Owner".

WITNESSETH, that the Contractor agrees with the Owner to perform all the Work in accordance with the Contract Documents referred to in the tender of the Contractor dated the 21st day of May, 19 81, (which shall be deemed to form part of this Contract) to the satisfaction of the Engineer for the total contract price of \$ 75,274.08 which Contract Documents are attached hereto and which are hereby expressly made part of this Contract.

The Owner hereby agrees with the Contractor, that in consideration of the Work being performed by the Contractor as specified, the Owner shall pay the Contractor for said Work in accordance with the prices set out in the Form of Tender attached hereto, and in accordance with the provisions set out in the attached Contract Documents.

Time shall be deemed the essence of this Contract.

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

Town of Pelham

Name

Signed

Name and Title

Signed

MURRAY HACKETT - CLERK

Name and Title

Witness

Name and Title

CONTRACTOR

Robran Construction Limited

Name

Signed

Name and Title

Signed

Name and Title

Witness

Name and Title

N.B. Where legal jurisdiction, local practice or Owner or Contractor requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the Corporation or Partnership, parties to this Agreement, should be attached.

AGREEMENT TO BOND

Date _____ 1981

Proctor and Redfern Limited

Project E.O. 81405

*

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 tender, we the undersigned hereby agree with the Owner, to become bound to the Owner as surety for the Tenderer in a performance bond in an amount equal to 100 percent of the annual amount of the tender, in the standard form of the Canadian Construction Association and in accordance with the said tender, and we agree to furnish the Owner with the said bond within 7 days after notification of the acceptance of the tender has been mailed to us.

Yours very truly

NOTE: This Agreement must be executed on behalf of the surety company by its authorized officers under the Company's corporate seal.

*Enter name and address of surety company at the top of this page.

No. _____ \$ _____

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____ as Principal,
hereinafter called the Principal, and _____
a corporation created and existing under the laws of _____
and duly authorized to transact the business of Suretyship in _____
as Surety, hereinafter called the Surety, are held and firmly bound unto _____
_____ as Obligee,
hereinafter called the Obligee, 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 Obligee, dated the _____
day of _____ 19 _____, for _____

In accordance with the Specifications and Drawings submitted therefor which contract, Specifications and Drawings, 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 the Principal shall promptly and
faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and
effect.

Whenever the Principal shall be, and declared by the Obligee to be, in default under the Contract, the Obligee having
performed the Obligee'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 the Obligee for completing the Contract in accordance with its terms and
conditions, and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for
a contract between such bidder and the Obligee 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 the Obligee to the Principal under the Contract, less the amount properly
paid by the Obligee to the Principal.

Any suit under this Bond must be instituted before the expiration of two (2) years from the 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 Obligee
named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this _____
day of _____ 19 _____

SIGNED and SEALED
In the presence of:

(
(
(
(_____ (Seal)
Principal
(
(
(_____ (Seal)
Surety

BID BOND

No.

\$

KNOW ALL MEN BY THESE PRESENTS THAT

..... as Principal

hereinafter called the Principal, and

a corporation created and existing under the laws of

and duly authorized to transact the business of Suretyship in

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 submitted a written tender to the Oblige, dated the

day of 19 , for

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall have the tender accepted within sixty (60) days from the closing date of tender and the said Principal will, within the time required, enter into a formal contract and give the specified security to secure the performance of the terms and conditions of the Contract, then his obligation shall be null and void; otherwise the Principal and the Surety will pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former.

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

Any suit under this Bond must be instituted before the expiration of six months from the date of this Bond.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this

..... day of 19

SIGNED and SEALED

In the presence of

{
{
{
{
{
{
{
{

Principal

(Seal)

Surety

(Seal)

Endorsed by: R.A.I.C., A.C.E.C., C.C.A., E.I.C., S.W.A.C.

Approved by: INSURANCE BUREAU OF CANADA

LIST OF SUB-CONTRACTORS

SUB-TRADE	NAME OF SUB-CONTRACTOR	ADDRESS OF SUB-CONTRACTOR	VALUE OF SUB-CONTRACT

Names and Addresses must be filled in and submitted with the Tender. If a sub-contractor is not to be used for any work listed, then show 'by own forces'.

Proctor & Redfern Limited
Consulting Engineers and Planners

TENDERER'S EXPERIENCE IN SIMILAR WORK

YEAR COMPLETED	DESCRIPTION OF CONTRACT	FOR WHOM WORK PERFORMED	NAME OF CONSULTANT ENGINEER	VALUE
Incomplete	Garbage Collection	Town of Palham	Proctor & Radfern Limited	\$80,200.00

Proctor and Redfern Limited
Consulting Engineers and Planners

TENDERER'S SENIOR STAFF

NAME	APPOINTMENT	QUALIFICATIONS AND EXPERIENCE
<u>Office</u>		
C. Neal	Manager	20 Years
F. King	Superintendent	15 Years
<hr/>		
<u>Field</u>		
J. Moore	Driver	3 Years
B. King	Driver	2 Years

Proctor and Redfern Limited
Consulting Engineers and Planners

TENDERER'S PLANT

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

PLANT OWNED:

All machinery and equipment necessary to complete project to the satisfaction of this contract.

PLANT TO BE RENTED OR LEASED:

PLANT TO BE PURCHASED:

Proctor and Redfern Limited
Consulting Engineers and Planners

GENERAL CONDITIONS

GC.01 DEFINITIONS

- A. '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 such refuse matter; but shall not include heavy or bulky articles such as stoves, furnaces, bedsprings, furniture, wooden packing boxes, and barrels or anything of a similar nature.
- B. 'Ashes' shall mean the solid residue of any fuel for heating or cooking purposes, and soot or other cleanings from chimneys.
- C. 'Householder' shall mean any owner, occupant, lessee, tenant or other person in charge of any dwelling, hotel, restaurant, apartment house, office building, public institution or other premises.
- D. 'Dwelling' shall mean any building or place of abode other than a hotel, restaurant.
- E. 'Apartment House' means a building or part thereof consisting of five or more dwelling units.
- F. 'Street' shall mean any public road, street lane, alley, square, place, thoroughfare or way within the limits of the Town of Pelham.
- G. 'Engineer' shall mean the person or persons for the time being filling the office of Town Engineer for the Corporation, or his properly appointed representative.
- H. 'Corporation' or 'Town' or 'Owner' or 'Municipality' means the Corporation of the Town of Pelham.
- I. 'Non-collectable waste' shall mean any waste or matter other than garbage or ashes and shall include the following:
- i). Manufacturers' waste.
 - ii). Celluloid cuttings, moving picture film, oil soaked or gasoline soaked rags and any explosive or highly combustible materials of any nature whatever.
 - iii). Broken plaster, lumber or other waste or residue resulting from the construction, alteration, repair, demolition or removal of any building or structure.
 - iv). Sawdust and/or shavings.
 - v). Swill or other organic matter not properly drained or wrapped.
 - vi). Liquid waste.
 - vii). Bandages, poultices, dressings and other such waste
 - viii). Night soil.
 - ix). Carcass of any animal.
 - x). Live animals or birds.
 - xi). Furniture.
 - xii). Stock of any wholesaler which shall be regarded as manufacturer's waste.
 - xiii). Any material which has become frozen to the receptacle and cannot be removed by shaking.
 - xiv). Discarded truck and automobile tires.
- J. 'Contract' 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.
- K. 'Contractor' or a pronoun in place thereof, means the person or persons who have undertaken to carry out this Contract.
- L. '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.
- M. '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.
- N. '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 complementary 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 current 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 served, if:
 - i). handed to the Contractor or his authorized representatives, 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 given 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 RISKS

- 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

GC.08 THE ENGINEER (continued)

A. Continued

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

If the provisions of this paragraph be 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 ensure 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 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.

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.

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

GC.12 LIABILITY INSURANCE (continued)

- 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 WORKMEN'S COMPENSATION

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

The Contractor shall deposit certificates with the Owner indicating that the Contractor has paid assessments under the Workmen'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 judgment, 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

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 forfeitures and deductions.

GC.19 PAYMENTS (continued)

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 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 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 its 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 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.

GC.21 LIENS

- A. 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.

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 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.

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 and 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.

PART 1 GENERAL

Part 1.01 Extent of Contract

- A. 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.

Part 1.02 Duration of Contract

- A. The obligations under this Contract will deem to be commenced on the first day of July 1981 and will be terminated on the 30th day of June 1986.

Part 1.03 Holidays

- A. 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.
- B. The Contractor shall advertise changes in garbage collection, due to holidays, in the local newspapers (i.e. the Fonthill Herald, the Welland Tribune, and the St. Catharines Standard). The advertisement shall appear in each daily newspaper two consecutive days immediately prior to the holiday and in the Fonthill Herald the issue before the holiday.
- C. The advertisement is to be sent to the Town of Pelham municipal offices as well.

Part 1.04 Loss of Working Day

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

Part 1.05 Collection Schedule

- A. 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.

Part 1.06 Garbage Disposal Site

- A. 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 from 8:00 a.m. to 4:00 p.m. on Saturday; holidays list in Part 1.03 excluded.

PART 2 EQUIPMENT

Part 2.01 Equipment

- A. 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.

Part 2.02 Appearance of Equipment

- A. 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.

PART 2 EQUIPMENT (continued)

2.03 Employees' Appearances

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

PART 3 EXECUTION

Part 3.01 Collection

- A. Collect all collectable garbage, ashes and other refuse from every dwelling, apartment building, building or premises within the Town of Pelham.
- B. Collect up to six (6) receptacles or bundles per collection from any dwelling or apartment unit.
- C. Collect up to nine (9) receptacles from any other premise.

Part 3.02 Container - Householders' Responsibilities

- A. Private garbage containers will be watertight with proper handles and not greater than 900 mm (36 inches) high or 450 mm (18 inches) in diameter, and weigh less than 2.2 kg (75 lbs.) including contents.
- B. Private containers for ashes will be metal and no greater than one bushel or .035 cubic metres (1-1/4 cubic feet) in size.
- C. All containers other than those from apartment buildings, will be placed at the street line of a public street by the householder.
- D. Containers from apartment buildings will be set in a readily accessible location agreed upon by the Owner and the Contractor.

Part 3.03 Collectors' Responsibilities

- A. Handle all receptacles with due care and after thoroughly removing their contents, place them as follows:
 - i). In Residential Areas - At the edge of the roadway immediately in front of the premises from which they came, and in such manner as not to obstruct the roadway or any sidewalk, footpath or driveway.
 - ii). In Business Areas - Where possible, receptacles will be replaced in conformity with (i) above. Where receptacles have been placed in a lane or alleyway, they shall be replaced where taken from.

In any event, the Engineer or anyone acting under his direction shall have the power to designate where receptacles shall be placed after collection.
- B. No salvaging of any description shall be conducted either on the collection routes or in and around the disposal area unless by permission of the Owner.
- C. Except by order of the Owner, no garbage collection vehicle shall enter a privately owned roadway or land or other private property for the purpose of garbage collection.

Part 3.04 Customer Complaints

- A. The office of the Municipality shall receive all calls concerning garbage collection 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 to 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.

Part 3.05 Method of Payment

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

PART 3 EXECUTION (continued)

Part 3.06 Review of 'Total Tender'

- A. The 'Total Tender' price quoted in the Form of Tender shall be reviewed on January 1st of each year of the Contract commencing in 1982 to reflect the changes in the cost of doing business in this type of work and to reflect the changes in the population of the municipality,

Part 3.07 Review of Changes in Costs of Operation

- A. The 'Price Per Capita' will be adjusted using the following components and respective weights in the following table:

Index Components		Factor Weight		
a.	Labour	40%		
b.	Equipment	20%		
c.	Other operating expenses	20%		
d.	Overhead (shall not change year to year)	20%		

a. Labour Component

Reference Item No.		Base Month	January Current Year	Ratio
1.	Average Hourly Earnings* of Hourly rated Wage Earner - Manufacturing for City of Niagara Falls	\$	\$	
2.	Actual Hourly Rate of Town of Pelham Works Department Truck Driver	\$	\$	
3.	Actual Hourly Rate - Contractor's Employee - Truck Driver	\$	\$	
4.	Average Hourly Wages* in Manufacturing in Dollars for Canada	\$	\$	
5.	Average Weekly Earnings* for Highway and Bridge Maintenance Employees in Ontario - All Wage Earners	\$	\$	
				Average Labour Ratio

b. Equipment - Capital Component

1.	Price Index for Construction* Machinery and Equipment (Composite Index)	\$	\$	
2.	Price Index for Trucks* over 33,000 lbs.	\$	\$	
				Average Equipment Ratio

c. Other Operating Expenses

1.	Industry Selling Price* for Motor Vehicle Parts and Accessories Manufacturers	\$	\$	
2.	Industry Selling Price* for Manufacturers of Electrical Industrial Equipment	\$	\$	
3.	Industrial Selling Prices* for Diesel Fuel	\$	\$	
				Average 'Other' Ratio

d. Calculation of Increase in Cost

From Above	Weight in Factoring to Unity	
Labour Ratio	40%	
Equipment Ratio	20%	
'Other' Ratio	20%	
Overhead (no increase by definition 1.000)	20%	
		<u>0.2000</u>

RESULTING FACTOR FOR ADJUSTING PRICE PER CAPITA =

*Source: Statistics Canada

EO 81405 PROJECT SPECIFICATIONS

PART 3 EXECUTION (continued)

Part 3.08 Population Adjustment

- A. The population component of the Total Tender price shall be determined as follows:

Population of the Town of Pelham as determined by the Regional Assessment Office less the persons living in apartment buildings not using the garbage collection service.

- B. The apartment buildings not using the garbage collection service will be established by the Town of Pelham at the time of the adjustment calculation. This will be converted to population by assuming two persons per apartment unit.

Existing Apartment Buildings

	<u>No. of Units</u>	<u>Garbage Pickup Requested</u>
Gagno - Highway #20, Fonthill	8	Yes
Grant - 1302 Pelham Street	11	Yes
Lookout Village - Highway #20, Fonthill	103	Yes
Karatopis - 1374 Haist Street	9	Yes
Schrler - 1600 Pelham Street	70	Yes
Stertzinger - 1298 Pelham Street	11	Yes
Stertzinger - 1360 Pelham Street	11	Yes
Rosinski - 1532 Pelham Street	6	Yes
LeGault - 1391 Station Street	11	Yes
Lee - 1363 Station Street	8	Yes
Graham - 1419 Pelham Street	6	Yes
Gorham - 9-11 Church Street	5	Yes
Stertzinger - Canboro Road	5	Yes
Dorling - 695 Canboro Road	5	Yes
Rosinski - 963 Church Street	11	Yes
Fonthill Senior Citizens' - Municipal Square	64	Yes

Adjustment for apartment dwellers at commencement of contract is zero.

Part 3.09 Alternative Disposal Site

- A. In the event of the establishment of an alternative disposal site for the Town, the Town reserves the right to renegotiate the 'Unit Price per Capita' as shown in the Form of Tender.

If a satisfactory price cannot be negotiated, the contract will be re-tendered.

Part 3.10 Certification

- A. The successful tenderer shall obtain a Certificate of Approval for a Waste Manage System from the local branch of the Ministry of the Environment.