



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

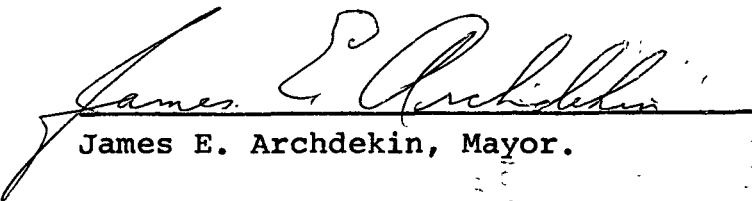
Number 75-78

A By-law to authorize the execution of an Agreement between The Corporation of the City of Brampton and L. W. Sanderson & Sons Cartage Ltd.

The Council of The Corporation of the City of Brampton ENACTS as follows:

THAT the Mayor and the Clerk are hereby authorized to execute an Agreement between The Corporation of the City of Brampton and L. W. Sanderson & Sons Cartage Ltd., attached hereto as Schedule 'A'.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 28th day of March, 1978.


James E. Archdekin, Mayor.


Kenneth R. Richardson, Clerk.

THE CORPORATION OF THE
CITY OF BRAMPTON

RURAL

GARBAGE COLLECTION CONTRACT

CONTRACT #78-115 (B)

COVERING THE REGULAR AND SPECIAL
GARBAGE COLLECTION SERVICE FOR
THE CITY OF BRAMPTON DURING THE
PERIOD 1978 - 1980.

CLERK'S DEPARTMENT RECEIVED
TWO (2) ORIGINALS OF THIS
CONTRACT.

CITY OF BRAMPTON

INFORMATION FOR TENDERERS

1. TENDER EXTENSION:

THIS CONTRACT IS THE FORMAL EXTENSION OF CONTRACT #74-143.

2. SCOPE OF WORK:

THIS TENDER IS FOR THE COLLECTION OF GARBAGE, AHSES AND OTHER REFUSE WITHIN THE CITY LIMITS OF BRAMPTON PURSUANT TO ATTACHED BY-LAWS AND ANY AMENDMENTS THERETO AND THE DEPOSIT OF SAME AT THE REGIONAL SANITARY LANDFILL SITE. ALL TENDERERS ARE ASSUMED TO HAVE EXAMINED THE PREMISES AND TO FULLY UNDERSTAND THE WORK REQUIRED TO BE DONE.

3. CONTRACT PERIOD:

THE CONTRACT TO BE AWARDED WILL COMMENCE JANUARY 1ST, 1978 AND THE CONTRACT WILL TERMINATE A PERIOD OF THREE (3) YEARS FROM THE DATE OF COMMENCEMENT.

4. TENDER FORM:

ALL TENDERS MUST BE SUBMITTED ON THE FORM SUPPLIED HEREWITH WHICH SHALL BE PROPERLY FILLED OUT AND SIGNED. TENDERS NOT CONFORMING TO THESE REQUIREMENTS WILL BE DISQUALIFIED.

5. TENDER ERRORS:

SHOULD THERE BE ANY ERROR IN EXTENSIONS, ADDITIONS OR COMPUTATIONS, THE UNIT PRICE PER CAPITA SHOWN SHALL GOVERN AND THE CORRECTED TOTALS SHALL BE USED AS THE BASIS FOR COMPARISON OF BIDS.

6. TENDER AND BONDING REQUIREMENTS:

(A) THE TENDERS MUST BE LEGIBLE AND ALL BLANKS FILLED IN WITH THE PRICE PER CAPITA PER ANNUM, AND OTHER ENTRIES BEING FULLY CLEAR.

(B) THE BID MUST BE RESTRICTED BY A STATEMENT ADDED TO THE TENDER FORM OR A COVERING LETTER, OR ALTERATIONS TO THE TENDER FORMS PROVIDED BY THE CORPORATION.

ADJUSTMENT BY TELEGRAM OR LETTER TO A TENDER ALREADY SUBMITTED WILL NOT BE CONSIDERED. A BIDDER DESIRING TO MAKE ADJUSTMENT TO A TENDER MUST WITHDRAW THE TENDER AND/OR SUPERSEDE IT WITH A LATER TENDER SUBMISSION.

(C) THE TENDER FORM MUST BE SIGNED AND WITNESSED IN THE SPACES PROVIDED ON THE FORM, WITH THE SIGNATURE OF THE BIDDER OR OF A RESPONSIBLE OFFICIAL OF THE ORGANIZATION BIDDING. IF A JOINT BID IS SUBMITTED, IT MUST BE SIGNED AND WITNESSED ON BEHALF OF EACH OF THE BIDDERS AND IF THE SIGNING AUTHORITY FOR BIDDER IS VESTED IN AN INDIVIDUAL, HE SHALL SIGN SEPARATELY ON BEHALF OF EACH BIDDER.

6. TENDER AND BONDING REQUIREMENTS (CONT'D):

- (D) THE TENDER MUST BE ACCOMPANIED BY A CERTIFIED CHEQUE MADE PAYABLE TO THE TREASURER OF THE CORPORATION OF THE CITY OF BRAMPTON EQUAL TO \$7,500.00.
- (E) IF THE BID IS ACCEPTED THE CHEQUE OF THE SUCCESSFUL BIDDER AND THE SECOND LOW BIDDER SHALL BE RETURNED AFTER THE SUCCESSFUL BIDDER HAS PROVIDED THE NECESSARY BONDS. ALL BID CHEQUES OF OTHER UNSUCCESSFUL BIDDERS SHALL BE RETURNED WITHIN FOURTEEN (14) DAYS OF THE TENDER CLOSING DATE.
- (F) THE CONTRACTOR SHALL DEPOSIT WITH THE CORPORATION BEFORE COMMENCING ANY WORK, A CONTRACT PERFORMANCE BOND FOR AN AMOUNT EQUAL TO \$75,000.00, SAID BOND SHALL BE ISSUED THROUGH A SATISFACTORY SURETY COMPANY, OF THE CONTRACTOR'S CHOICE.

7. LIABILITY, AUTOMOBILE AND NON-OWNED AUTOMOBILE:

1) WITHOUT IN ANY WAY LIMITING THE LIABILITY OF THE CONTRACTOR UNDER THIS CONTRACT, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO --

(A) COMPLY WITH THE PROVISIONS OF THE WORKMEN'S COMPENSATION ACT OF ONTARIO AND TO ENSURE THAT ALL HIS EMPLOYEES AND ALL THOSE OF HIS SUBCONTRACTOR'S PERFORMING WORK UNDER THIS CONTRACT ARE PROVIDED FOR THEREUNDER. TO THE EXTENT, IF ANY, THAT SUCH ACT DOES NOT APPLY, THE CONTRACTOR AND HIS SUBCONTRACTOR SHALL MAINTAIN AND KEEP IN FORCE DURING THE TERM OF THE CONTRACT, EMPLOYER'S LIABILITY INSURANCE WITH THE FOLLOWING LIMITS:

ANY ONE EMPLOYEE	--	\$200,000.00
ANY ONE ACCIDENT	--	\$200,000.00

(B) MAINTAIN AND KEEP IN FORCE DURING THE TERM OF THIS CONTRACT GENERAL LIABILITY INSURANCE PROTECTING THE CONTRACTOR'S LIABILITY, LEGAL OR ASSUMED, UNDER THE CONTRACT FOR ALL CLAIMS ARISING FROM:

- (1) PERSONAL INJURY TO MEMBERS OF THE PUBLIC.
- (2) DAMAGE TO PROPERTY OF THE PUBLIC, INCLUDING THE LOSS OF USE OF SUCH PROPERTY. THE MINIMUM LIMITS OF THIS INSURANCE SHALL BE AS FOLLOWS:

(i) PERSONAL INJURY

ANY ONE PERSON	--	\$150,000.00
ANY ONE ACCIDENT	--	\$300,000.00

(ii) PROPERTY DAMAGE -- \$300,000.00

(c) MAINTAIN AND KEEP IN FORCE AUTOMOBILE AND NON-OWNED AUTOMOBILE INSURANCE ON ALL VEHICLES USED IN CONNECTION WITH THE WORK UNDER THIS CONTRACT, SUCH INSURANCE TO CARRY THE FOLLOWING MINIMUM LIMITS:

(1) PERSONAL INJURY

ANY ONE PERSON	--	\$150,000.00
ANY ONE ACCIDENT	--	\$300,000.00

(2) PROPERTY DAMAGE -- \$300,000.00

(d) MAINTAIN AND KEEP IN FORCE DURING THE TERM OF THIS CONTRACT, CONTRACTOR'S CONTINGENT LIABILITY INSURANCE COVERING THE LIABILITY OF THE CONTRACTOR UNDER THIS CONTRACT IN RESPECT TO HIS SUBCONTRACTORS IN THE SAME LIMITS AS REQUIRED IN CLAUSE 7(B).

7. LIABILITY, AUTOMOBILE AND NON-OWNED AUTOMOBILE (CONT'D):

2) THE CONTRACTOR SHALL DEPOSIT WITH THE CORPORATION, BEFORE COMMENCING ANY WORK UNDER THIS CONTRACT, A CERTIFIED COPY OF THE POLICY MENTIONED IN CLAUSE (B), TOGETHER WITH CERTIFICATE OF INSURANCE DETAILING THE COVERAGES AND EXPIRY DATE FOR ALL POLICIES; DULY EXECUTED BY THE INSURING COMPANY STATING THAT IF SAID POLICIES ARE CANCELLED OR CHANGED IN ANY MANNER, TEN (10) DAYS WRITTEN NOTICE OF SUCH CHANGE OR CANCELLATION WILL BE GIVEN TO THE CORPORATION OF THE CITY OF BRAMPTON, CITY CLERK, 24 QUEEN STREET EAST, BRAMPTON, ONTARIO.

8. EXECUTION OF CONTRACT:

THE STANDARD FORM OF AGREEMENT MAY BE EXAMINED AT THE OFFICE OF THE PURCHASING AGENT. THE PARTY TO WHOM THIS CONTRACT IS AWARDED WILL BE REQUIRED TO EXECUTE THE AGREEMENT AND FURNISH THE BOND DULY EXECUTED WITHIN EIGHTEEN (18) DAYS, NOT INCLUDING SUNDAYS OR LEGAL HOLIDAYS, FROM THE DATE OF MAILING OF NOTICE FROM THE CORPORATION TO THE TENDERER, ACCORDING TO THE ADDRESS GIVEN BY HIM, THAT THE CONTRACT IS READY FOR A SIGNATURE.

9. TENDERERS TO INVESTIGATE:

THE TENDERERS MUST SATISFY HIMSELF BY PERSONAL EXAMINATION OF THE LOCATION OF THE PROPOSED WORK AND BY SUCH OTHER MEANS AS THEY MAY PREFER, AS TO THE ACTUAL CONDITIONS AND REQUIREMENTS OF THE WORK.

10. DISPUTES:

SHOULD ANY POINTS OF DISPUTE ARISE BETWEEN THE SUCCESSFUL TENDERER AND THE CORPORATION AS TO THE INTENT OF ANY PORTION OF THIS TENDER, THE CITY ENGINEER SHALL BE THE SOLE ARBITER IN THEIR SETTLEMENT.

11. ABILITY AND EXPERIENCE OF TENDERERS:

IT IS NOT THE PURPOSE OF THE CORPORATION TO AWARD THIS CONTRACT TO ANY TENDERER WHO DOES NOT FURNISH SATISFACTORY EVIDENCE OF SUFFICIENT EXPERIENCE IN THIS CLASS OF WORK, OR WHO HAS NOT SUFFICIENT CAPITAL AND PLANT TO ENABLE HIM TO COMPLETE THE SAME SUCCESSFULLY AND IN THE TIME NAMED IN THE CONTRACT.

12. DOMICILE OF CONTRACTOR:

PARTIES TENDERING FOR THIS CONTRACT MUST BE BONA FIDE RESIDENTS OF CANADA.

13. RIGHT TO ACCEPT OR REJECT TENDERS:

THE CORPORATION RESERVES THE RIGHT TO REJECT ANY OR ALL TENDERS OR TO ACCEPT ANY TENDER SHOULD IT BE DEEMED IN THE INTEREST OF THE CORPORATION TO DO SO.

14. INFORMAL TENDERS:

TENDERS WHICH ARE INCOMPLETE, CONDITIONAL OR OBSCURE OR WITH ERASURES, ALTERATIONS, OR IRREGULARITIES OF ANY KIND, MAY BE REJECTED.

CITY OF BRAMPTON

FORM OF TENDER

TENDER OF *Lloyd W. Sanders*.....

AND.....

AND.....

CARRYING ON BUSINESS UNDER THE FIRM NAME AND STYLE OF.....

L.W. Sanders & Sons Contracting Ltd.
OR

TENDER OF.....

A COMPANY DULY INCORPORATED BY THE PROVINCE OF ONTARIO, HEREINAFTER CALLED THE TENDERER.

TO THE CORPORATION OF THE CITY OF BRAMPTON

1. NO PERSON, FIRM OR CORPORATION OTHER THAN THE TENDERER HAS INTEREST IN THIS TENDER OR IN THE PROPOSED CONTRACT FOR WHICH THIS TENDER IS MADE AND TO WHICH IT RELATES.

2. THIS TENDER IS MADE BY THE TENDERER WITHOUT ANY CONNECTION, KNOWLEDGE, COMPARISON OF FIGURES OR ARRANGEMENT WITH ANY OTHER PERSON OR PERSONS MAKING A TENDER FOR THE SAME WORK, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

3. NO MEMBER OF THE COUNCIL, CORPORATION OR ANY OFFICER OR EMPLOYEE OF THE CORPORATION OF THE CITY OF BRAMPTON, IS, OR SHALL BECOME INTERESTED DIRECTLY OR INDIRECTLY, AS A CONTRACTING PARTY, PARTNER, STOCKHOLDER, SURETY OR OTHERWISE IN OR IN THE PERFORMANCE OF THE CONTRACT, OR IN ANY PORTION OF THE PROFITS THEREOF, OR OF ANY SUPPLIES TO BE USED THEREIN, OR ANY OF THE MONEYS TO BE DERIVED THEREFROM.

4. THE TENDERER AGREES THAT THIS TENDER IS TO CONTINUE OPEN TO ACCEPTANCE FOR A PERIOD OF NINETY (90) DAYS AFTER THE CLOSING DATE FOR THE TENDERS AND THAT THE CORPORATION MAY AT ANY TIME WITHIN THIS PERIOD, ACCEPT THIS TENDER WHETHER ANY OTHER TENDER HAS PREVIOUSLY BEEN ACCEPTED OR NOT. IN THE EVENT A TENDER IS NOT ACCEPTED BY CITY COUNCIL WITHIN THE NINETY (90) DAY PERIOD, THE PENALTY PROVIDED BY CLAUSE 6 SHALL NOT APPLY.

5. THE TENDERER AGREES THAT, IF HE WITHDRAWS THIS TENDER WITHIN THE TIME SPECIFIED ABOVE, THE DEPOSIT MADE WITH THIS TENDER SHALL BE FORFEITED TO THE CORPORATION.

6. IF THIS TENDER IS ACCEPTED, THE TENDERER AGREES TO FURNISH BONDS AS SPECIFIED IN THE INFORMATION FOR TENDERERS AND TO EXECUTE THE AGREEMENT AND BONDS IN DUPLICATE WITHIN EIGHTEEN (18) DAYS, NOT INCLUDING SUNDAYS AND LEGAL HOLIDAYS, FROM THE DATE OF MAILING OF NOTICE FROM THE CORPORATION TO THE TENDERER, ACCORDING TO THE ADDRESS GIVEN BY HIM, THAT THE CONTRACT IS READY FOR SIGNING.

IN THE EVENT OF FAILURE TO DO SO, THE TENDERER AGREES THAT THE \$7,500.00 DEPOSIT MADE WITH THIS TENDER SHALL BE FORFEITED TO THE CORPORATION FORTHWITH AND THE CORPORATION MAY ACCEPT ANY OTHER TENDER OR CALL FOR NEW TENDERS.

FORM OF TENDER (CONTINUED):

7. THE TENDERER PROPOSES THE General Accident Ins. Co.
80 Bloor St. W. Toronto. as our
Bonding Co.

WHICH IS WILLING TO BECOME BOUND WITH THE TENDERER IN THE AMOUNT OF \$10,000.00 FOR THE DUE PERFORMANCE AND FULFILLMENT OF THE CONTRACT FOR WHICH THIS IS A TENDER.

8. IF THIS TENDER IS ACCEPTED, THE TENDERER AGREES TO COMPLETE THE WORK IN ACCORDANCE WITH THE SPECIFICATIONS AND GENERAL CONDITIONS OF THE CONTRACT. THE TENDERER ALSO AGREES TO EXECUTE WHATEVER ADDITIONAL OR EXTRA WORK THAT, WITHIN THE TERMS OF THIS CONTRACT, MAY BE ORDERED BY THE CITY ENGINEER, IN STRICT CONFORMITY IN ALL RESPECTS WITH THE SPECIFICATIONS, GENERAL CONDITIONS AND AGREEMENT AND TO ACCEPT PAYMENT IN FULL THEREFORE AT THE UNIT PRICES BID.

9. THE TENDERER HAS CAREFULLY EXAMINED THE LOCALITY AND SITE OF THE PROPOSED WORKS, AS WELL AS THE INFORMATION TO TENDERERS, SPECIFICATIONS, BOND, FORM OF AGREEMENT AND GENERAL CONDITIONS, RELATING THERETO, AND ACKNOWLEDGES THAT HE HAS OBTAINED ALL THE INFORMATION NECESSARY TO ENABLE HIM TO SUBMIT A BONA FIDE TENDER.

10. THE TENDERER AGREES TO FURNISH ALL NECESSARY PLANT, LABOUR AND MATERIALS TO CARRY OUT IN A GOOD SUBSTANTIAL AND WORKMANLIKE MANNER, AND IN ACCORDANCE WITH THE SPECIFICATIONS, TO THE SATISFACTION OF THE CITY ENGINEER, THE WORK DESCRIBED IN THIS CONTRACT, AND TO ACCEPT PAYMENT IN FULL THEREFORE AT THE UNIT BID PRICE, AND IN ACCORDANCE WITH THE TERMS SET OUT IN THE SPECIFICATIONS.

11. I/WE AGREE THAT SCHEDULES E AND F WILL BE INCLUDED IN AND FORM PART OF THE CONTRACT DOCUMENTS.

12. I/WE ENCLOSE HEREWITH, CERTIFIED CHEQUE PAYABLE TO THE TREASURER OF THE CITY OF BRAMPTON IN THE AMOUNT OF \$7,500.00 WHICH MAY BE FORFEITED AS PROVIDED FOR IN THE INFORMATION TO TENDERERS.

13. THE TENDER PRICE BID IS FOR DISPOSAL AT THE REGION SANITARY LANDFILL SITE. IF THE LOCATION OF THE LANDFILL SITE IS CHANGED, IT IS MUTUALLY AGREED THAT AN INCREASE OR DECREASE FOR HAULAGE COSTS WILL BE NEGOTIATED AT THAT TIME.

FOR THE COLLECTION AND HAULAGE OF ALL RESIDENTIAL, COMMERCIAL AND INDUSTRIAL GARBAGE IN THE RURAL AREA AS SPECIFIED.

\$ 5.50 PER CAPITA PER YEAR.

.../...

THIS AGREEMENT MADE IN DUPLICATE
THIS 23 DAY OF Feb
NINETEEN HUNDRED AND SEVENTY 78

BETWEEN

L.W. Sanderson & Son, Calgary Ltd.

HEREINAFTER CALLED THE "CONTRACTOR"
(PARTY OF THE FIRST PART).

AND

THE CORPORATION OF THE CITY OF BRAMPTON
HEREINAFTER CALLED THE "CORPORATION"
(PARTY OF THE SECOND PART).

WITNESSETH:

THAT THE CONTRACTOR AND THE CORPORATION FOR THE
DURATION INCLUDED IN THESE SPECIFICATIONS OF TENDER AGREE TO
ABIDE BY ALL THE REGULATIONS REFERRED TO IN THIS CONTRACT.

THE PERIOD OF THIS CONTRACT WILL BE FROM JANUARY 1ST,
1978 TO DECEMBER 31ST, 1980.

IN WITNESS WHEREOF

THE CORPORATE SEALS OF THE
PARTIES HERETO HAVE BEEN HERE-
UNTO AFFIXED UNDER THE HANDS OF
THE PROPER OFFICERS IN THAT
BEHALF RESPECTIVELY.

SIGNED, SEALED AND DELIVERED

Grace L. Sanderson
WITNESS

WITNESS

WITNESS

L.W. Sanderson
CONTRACTOR

James E. Archibald
MAYOR

Kenneth L. Richardson
CLERK

DATE

CITY OF BRAMPTON

SPECIFICATIONS FOR GARBAGE COLLECTION

1. NUMBER OF PACKERS - THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN AND OPERATE A SUFFICIENT NUMBER OF COLLECTION UNITS, AS DETERMINED BY THE CITY ENGINEER, TO PROPERLY MAINTAIN THE STANDARD OF SERVICE PROVIDED FOR IN THE CONTRACT.
- 2(A). TYPE OF PACKERS - UNITS TO BE USED FOR THE PERFORMANCE OF THE SERVICES AS HEREIN PROVIDED MUST HAVE FULLY ENCLOSED STEEL BODIES OF SUFFICIENT CAPACITY, CAPABLE OF LOADING, COMPACTING AND UNLOADING THE GARBAGE MECHANICALLY, MOUNTED ON ADEQUATE TRUCK CHASSIS ALL TO THE APPROVAL OF THE CITY ENGINEER.

(B). STAKE TRUCKS - OPEN TYPE TRUCKS MAY BE USED FOR THE SEPARATE COLLECTION OF TRASH, PAPER AND CARDBOARD, PROVIDED PROVISION IS MADE TO PREVENT THE COLLECTED MATERIAL FROM BLOWING OFF THE TRUCK.
3. MAINTENANCE OF EQUIPMENT - THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE, REPAIRS AND ALL OTHER OPERATING COSTS OF THE EQUIPMENT SUPPLIED INCLUDING GAS, LICENSING, INSURANCE, WASHING, STORAGE, ETC..
4. CLEANLINESS OF EQUIPMENT - ALL EQUIPMENT, PURCHASED, ACQUIRED OR SUPPLIED BY THE CONTRACTOR MUST BE KEPT CLEAN AT ALL TIMES. THE CONTRACTOR SHALL BE PROHIBITED FROM DISPLAYING ANY ADVERTISING MATTER WHATSOEVER ON ANY OF THE GARBAGE COLLECTION UNITS OPERATED UNDER THE PROVISIONS OF THIS CONTRACT EXCEPT THAT THE CITY MAY REQUIRE THE CONTRACTOR TO DISPLAY SUCH MARKINGS AS THE CITY MAY DEEM REQUISITE ON EACH OF THE UNITS IDENTIFYING THE SAID UNITS AS BEING OPERATED AS GARBAGE COLLECTION UNITS ON BEHALF OF THE CITY.
5. UNIFORMS - THE CONTRACTOR SHALL PROVIDE ALL EMPLOYEES WITH NEAT AND DISTINCTIVE WORK OVERALLS WHILE ENGAGED UPON GARBAGE COLLECTION SERVICES AND THE CONTRACTOR SHALL ENSURE THAT ALL EMPLOYEES MAINTAIN SUCH WORK OVERALLS AND THEMSELVES AT ALL TIMES WHILE SO ENGAGED IN A HIGH DEGREE OF CLEANLINESS.
6. CONTRACTOR'S OFFICE - THE CONTRACTOR SHALL MAINTAIN AN OFFICE WITHIN 25 MILES OF BRAMPTON AND A NO TOLL CHARGE TELEPHONE AT ALL TIMES DURING THE CURRENCY OF THE CONTRACT AND SUCH OFFICE SHALL BE SO STAFFED THAT DURING ALL NORMAL WORKING HOURS COMPLAINTS RESPECTING THE GARBAGE COLLECTION SERVICES MAY BE RECEIVED AND PROCESSED BY THE SAID CONTRACTOR.
7. SUPERVISION BY CITY - THE CITY OF BRAMPTON WILL HAVE A SUPERVISOR TO ACT AS LIASON BETWEEN THE CONTRACTOR AND THE CITY ENGINEER WHO WILL RELAY DIRECTIONS FROM TIME TO TIME AND ASSIST IN SUPERVISING THE COLLECTION.
8. STANDARD OR PERFORMANCE - ALL WORK TO BE PERFORMED UNDER THIS CONTRACT WILL BE SUPERVISED BY AND MUST BE PERFORMED TO THE SATISFACTION OF THE CITY ENGINEER AND BE CARRIED OUT IN ACCORDANCE WITH THE PROVISIONS OF THE RESPECTIVE GARBAGE COLLECTION BY-LAWS.
9. THE CONTRACTOR IS REQUIRED TO INCLUDE WITH HIS TENDER A PROPOSED SCHEDULE FOR THE COLLECTION AREAS. IN THE URBAN AREA RESIDENTIAL GARBAGE IS TO BE PICKED UP ONCE WEEKLY WHILE COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL GARBAGE IS TO BE PICKED UP TWICE WEEKLY. IN THE RURAL AREA RESIDENTIAL, COMMERCIAL, INSTITUTIONAL AND INDUSTRIAL GARBAGE IS TO BE PICKED UP ONCE WEEKLY.
10. CHANGES TO BE APPROVED - THE SUCCESSFUL CONTRACTOR WILL BE ENCOURAGED TO PROPOSE IMPROVEMENTS TO THE EXISTING GARBAGE COLLECTION SERVICE. SUCH SUGGESTIONS ARE TO BE SUBMITTED TO THE CITY ENGINEER AND WILL RECEIVE FULL CONSIDERATION, BUT THE IMPLEMENTATION OF ANY CHANGES TO A COLLECTION SCHEDULE SHALL BE APPROVED BY THE CITY BEFORE THE SAME EFFECTIVE AND THE CONTRACTOR SHALL BE RESPONSIBLE TO ADVISE THE GENERAL PUBLIC BY A PROMINENT NOTICE PUBLISHED IN THE LOCAL NEWS-PAPERS AND RADIO THREE TIMES CONSECUTIVELY OF ANY CHANGES IN THE DAYS OF GARBAGE COLLECTION.

11. HOLIDAYS - NO COLLECTIONS SHALL BE MADE ON THE FOLLOWING HOLIDAYS :

NEW YEAR'S DAY, GOOD FRIDAY, DOMINION DAY AND CHRISTMAS DAY. THE GARBAGE NORMALLY COLLECTED ON THESE HOLIDAYS SHALL BE COLLECTED ON THE NEAREST REGULAR WORKING DAY TO THAT HOLIDAY EITHER PRECEDING IT OR FOLLOWING IT, UNLESS DIFFERENT ARRANGEMENTS ARE APPROVED BY THE CITY ENGINEER. THIS WILL BE ADVERTISED IN A SATISFACTORY MANNER AT THE CORPORATION'S EXPENSE.

12. SPECIAL SEPARATE COLLECTION - THE SEPARATE COLLECTION OF TRASH, PAPER AND CORRUGATED CARDBOARD WILL BE CARRIED OUT ON THE NORMAL COLLECTION DAY AS DESIGNATED BY THE CONTRACTOR IN HIS PROPOSAL OF SCHEDULED AREAS. THIS SERVICE WILL BE INCLUDED IN THE PER CAPITA RATE BID FOR REGULAR RESIDENTIAL COLLECTION.

13. CHRISTMAS TREES - THE COLLECTION OF CHRISTMAS TREES AFTER THE CHRISTMAS HOLIDAY SEASON SHALL BE PART OF THIS CONTRACT.

14. TRAFFIC - THE CONTRACTOR WILL HAVE TO EMPLOY EXPERIENCED LICENSED DRIVERS TO DRIVE HIS VEHICLES AND HE WILL BE SUBJECT TO THE PROVISIONS OF THE TRAFFIC BY-LAWS OF THE CITY OF BRAMPTON AND THE HIGHWAY TRAFFIC ACT.

15. DISPOSAL OF GARBAGE - THE CITY'S LANDFILL AREA WILL BE KEPT OPEN ALL DAYS FROM 7:30 A.M. TO 4:30 P.M., MONDAY TO FRIDAY AND 7:30 A.M. TO 1:00 P.M. SATURDAY, BUT NOTHING IN THIS SECTION SHALL PREJUDICE THE RIGHT OF THE CITY TO ALTER THESE HOURS SHOULD IT BE DEEMED NECESSARY. ALL DUMPING AT THE SITE IS SUBJECT TO THE INSTRUCTIONS TO BE GIVEN BY THE REGION OF PEEL.

16. PAYMENTS - PAYMENT FOR THE WORK DONE UNDER THIS CONTRACT WILL BE MADE IN MONTHLY INSTALLMENTS OF ONE-TWELFTH OF THE TOTAL PER ANNUM BID PRICE.

17. BASIS OF PAYMENT - THE CITY OF BRAMPTON SHALL PAY THE CONTRACTOR A SUM CALCULATED AT THE PER CAPITA RATES PER ANNUM WHICH PAYMENT SHALL:

(A) BE MADE IN EQUAL MONTHLY INSTALLMENTS IN ARREARS WITH THE FIRST MONTHLY PAYMENT TO BE DUE AND PAYABLE FEBRUARY 1ST, 1978 AND THE LAST MONTHLY PAYMENT TO BE DUE AND PAYABLE JANUARY 1ST, 1981.

(B) FOR THE PAYMENTS FROM FEBRUARY 1ST, 1978 TO OCTOBER 1ST, 1978 (BOTH INCLUSIVE) BE BASED ON A POPULATION OF 6,016.

(C) FOR PAYMENTS FROM NOVEMBER 1ST, 1978 TO JANUARY 1ST, 1981 (BOTH INCLUSIVE) BE BASED ON THE POPULATION AS AT OCTOBER 1ST IMMEDIATELY PRECEDING AS DETERMINED BY THE ASSESSMENT COMMISSIONER FOR THE REGION OF PEEL.

IN ADDITION TO THE PAYMENTS PROVIDED FOR IN PARAGRAPH 17 ABOVE THE CITY SHALL PAY IN OCTOBER OF 1978, 1979 AND 1980 AN AMOUNT TO TAKE ACCOUNT OF THE GROWTH DURING THE YEAR PRECEDING EACH OF SUCH PAYMENTS WHICH AMOUNT SHALL BE EQUAL TO ONE-HALF THE DIFFERENCE IN POPULATION FROM OCTOBER 1ST TO OCTOBER 1ST MULTIPLIED BY THE CAPITA PRICES PER ANNUM. THE CITY ENGINEER WILL BE THE SOLE JUDGE IN DETERMINING THE ACTUAL SPLIT BETWEEN URBAN AND RURAL FOR THESE PURPOSES.

IN THE EVENT THAT THE COST OF LIVING INCREASES, THE PRICE PER CAPITA SHALL BE INCREASED PROPORTIONATELY, AS OF JANUARY 1ST EACH YEAR COMMENCING JANUARY 1ST, 1979 SO THAT THE PRICE WILL BEAR THE SAME RELATION TO THE PER CAPITA RATES THAT THE COST OF LIVING ON SUCH DATE BEARS TO THE COST OF LIVING ON JANUARY 1ST, 1978 USING THE PUBLISHED DECEMBER COST OF LIVING INDEX BY THE DOMINION BUREAU OF STATISTICS.

18. OPERATION DETAILS - THE SUCCESSFUL TENDERER MUST SUBMIT TO THE CITY ENGINEER FOR APPROVAL NOT LATER THAN TEN (10) DAYS AFTER THE EXECUTION OF THE AGREEMENT AND BONDS, A COMPLETE LIST OF DAILY ROUTES FOR COLLECTION IN THE DESIGNATED DISTRICTS TO COVER A NORMAL WEEKS OPERATION SHOWING THE NUMBER OF MEN AND VEHICLES PER ROUTE FOR THE WHOLE OF THE CITY.

THE CONTRACTOR SHALL:

(A) COLLECT ALL GARBAGE, ASHES AND RUBBISH AS DEFINED IN CITY OF BRAMPTON BY-LAW NUMBER 60-74.

- (i) ONCE PER WEEK FROM EACH RESIDENTIAL BUILDING CONTAINING SIX DWELLING UNITS OR LESS, AND
- (ii) TWICE PER WEEK FROM EACH COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL BUILDING, AND
- (iii) TWICE PER WEEK FROM EACH RESIDENTIAL BUILDING CONTAINING SEVEN DWELLING UNITS OR MORE.

(B) COLLECT A MAXIMUM OF SIX RECEPTACLES OR BUNDLES OF GARBAGE, ASHES OR RUBBISH AS DEFINED IN CITY OF BRAMPTON BY-LAW 60-74 AT EACH RESIDENTIAL, INDUSTRIAL, COMMERCIAL AND INSTITUTIONAL BUILDING ON EACH COLLECTION DATE. IN THE CASE OF A RESIDENTIAL BUILDING, EACH DWELLING UNIT SHALL BE CONSIDERED A SEPARATE BUILDING FOR THE PURPOSES OF THIS SECTION.

(C) MAKE ALL WEEKLY COLLECTIONS FROM TUESDAY TO FRIDAY OF EACH WEEK EXCEPT WHEN A PUBLIC HOLIDAY OCCURS DURING THE WEEK IN WHICH CASE THE WEEKLY COLLECTION PERIOD SHALL INCLUDE SATURDAY. THE AREA IN WHICH COLLECTION IS TO BE MADE DURING EACH COLLECTION DAY SHALL BE AS DESIGNATED BY THE CITY ENGINEER AFTER CONSULTATION WITH THE CONTRACTOR AND SHALL NOT BE CHANGED WITHOUT THE CONSENT OF THE CITY ENGINEER NOR WITHOUT NOTICE TO PERSONS AFFECTED BY THE CHANGE. NOTICE SHALL BE GIVEN IN A MANNER AND IN A FORM APPROVED BY THE CITY ENGINEER. THE COST OF GIVING NOTICE SHALL BE BORNE BY THE CONTRACTOR EXCEPT WHEN THE CHANGE IS DIRECTED BY THE CITY ENGINEER OR WHEN THE CHANGE ARISES BECAUSE OF A PUBLIC HOLIDAY IN WHICH CASES THE COST SHALL BE BORNE BY THE CITY.

(D) MAKE ALL COLLECTIONS BETWEEN THE HOURS OF 7:00 A.M. AND 4:00 P.M. EXCEPT WITH THE CONSENT IN WRITING OF THE CITY ENGINEER.

(E) MAKE ALL COLLECTIONS AT THE CURB, EDGE OF ROADWAY, PRIVATE ROAD, OR LANE OR SUCH PLACE AS MAY BE DESIGNATED BY THE CITY ENGINEER FROM TIME TO TIME. INCLUDED AS CURBSIDE PICKUPS, WILL BE ALL CONDOMINIUMS OR TOWNHOUSE AREAS AS DIRECTED BY THE CITY ENGINEER. IF IN THE OPINION OF THE CITY ENGINEER, APARTMENT BUILDINGS CAN BE PICKED UP EITHER BY DRIVE THROUGH OR SAFE BACKUP THEN THOSE AREAS WILL ALSO BE PART OF THE CONTRACTOR'S RESPONSIBILITIES.

(F) RETURN ALL RECEPTACLES OTHER THAN PLASTIC BAGS UPRIGHT TO THE LOCATION AT WHICH THEY WERE SET OUT AND SHALL REPLACE ALL COVERS.

(G) CLEAN UP ALL SPILLAGE CAUSED BY HIS OPERATION.

(H) EMPTY ALL MUNICIPAL STREET WASTE CONTAINERS TWICE WEEKLY. THE LOCATION ON THESE CONTAINERS WILL BE REPORTED TO THE CONTRACTOR AS REQUIRED.

(I) DISPOSE OF ALL MATERIALS COLLECTED AT THE REGION OF PEEL SANITARY LANDFILL SITE ON THE 27TH SIDEROAD EAST BETWEEN THE SECOND AND THIRD LINE EAST.

(J) PROVIDE A SUPERVISOR AND A PICKUP TRUCK EQUIPPED WITH TWO-WAY RADIO FOR THE PURPOSE OF ANSWERING CALLS AND SERVICING COMPLAINTS BETWEEN THE HOURS OF 7:00 A.M. AND 4:00 P.M. EACH COLLECTION DAY.

18. OPERATION DETAILS (CONT'D):

(K) INDEMNIFY AND SAVE THE CITY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES AND COSTS ARISING IN ANY WAY WHATSOEVER OUT OF OR IN CONNECTION WITH THE SERVICES TO BE PERFORMED BY THE CONTRACTOR.

(L) AT SOME FUTURE DATE WITHIN THE PERIOD OF THIS CONTRACT THE CORPORATION MAY INITIATE CONTAINERIZED SERVICE TO HIGH RISE DWELLINGS OR TO OTHER RESIDENTIAL DWELLINGS AS DIRECTED. THE CONTRACTOR WILL BE REQUIRED TO COMMENCE SUCH SERVICE WITHIN 2 MONTHS OF NOTIFICATION. BUILDING OWNERS WILL BE REQUIRED TO PROVIDE THEIR OWN CONTAINERS AND FURTHER LOCATE THE PICKUP AREA IN A LOCATION SUITABLE TO THE CITY ENGINEER. THE BUILDING OWNER WILL FURTHER BE REQUIRED TO INDEMNIFY THE CORPORATION AND ITS AGENTS AND CONTRACTORS FROM DAMAGES TO THEIR PROPERTY DURING THE NORMAL EXECUTION OF THIS SERVICE.

A MINIMUM OF TWICE WEEKLY PICKUP WILL BE REQUIRED.

CITY OF BRAMPTON
GENERAL CONDITIONS

1. TENDERS :

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 OF ESTIMATE FOR THE SAME PURPOSE, AND THE TENDERER PLEDGES THAT IT IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD, AND THAT NO MEMBER OF THE CORPORATION, COUNCIL OR ANY OTHER OFFICER OR EMPLOYEE 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 MONEYS 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.

2. DEFINITION OF CONTRACT :

THE WORK REQUIRED TO BE DONE BY THE CONTRACTOR UNDER THIS CONTRACT COMPRISES THE COLLECTION OF GARBAGE WITHIN THE CITY LIMITS IN ACCORDANCE WITH THE SPECIFICATIONS, INSTRUCTIONS AND REGULATIONS ATTACHED HERETO, AND THE DUMPING OF SAME AT DISPOSAL GROUNDS MAINTAINED BY THE REGION. IN CASE THE CITY LIMITS ARE CHANGED, THE CONTRACTOR MAY BE REQUIRED TO INCLUDE CERTAIN ADDITIONAL AREAS TO BE PROVIDED WITH A GARBAGE COLLECTION SERVICE IN A SIMILAR WAY AS THE AREAS SERVED WITHIN THE PRESENT CITY LIMITS, THE EXTENT OF SUCH ADDITIONAL SERVICE BEING AT THE DISCRETION OF THE CITY COUNCIL AND SUBJECT TO AN INCREASE IN PAYMENT TO THE CONTRACTOR BASED ON THE RATES SHOWN IN THIS TENDER AND THE ADDITIONAL POPULATION SERVED. THE CONTRACTOR SHALL 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.

3. CONTRACTOR'S LIABILITY :

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 REASONS OF THE EXISTANCE 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, NEGLIGENCE 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.

GENERAL CONDITIONS (CONT'D) :

4. SURETY AND BOND :

THE CONTRACTOR, TOGETHER WITH A GUARANTEE COMPANY (APPROVED BY THE CITY) - RESIDENT IN CANADA, OR AUTHORIZED BY LAW TO CARRY ON BUSINESS IN CANADA WILL BE REQUIRED TO ENTER INTO A BOND IN THE AMOUNT OF \$75,000.00 FOR THE TERM OF THE CONTRACT AND IN A FORM APPROVED BY THE CITY SOLICITOR, TO ENSURE THE EXECUTION OF THIS AGREEMENT BY THE CONTRACTOR AND A COPY OF THE SAID BOND SHALL BE DEPOSITED WITH THE CITY CLERK. THE EXPENSE OF PREPARING THE BONDS AND EXECUTING THE SAME IS TO BE BORNE BY THE CONTRACTOR.

5. INSURANCE :

PRIOR TO THE COMMENCEMENT OF OPERATIONS, THE CONTRACTOR SHALL PRODUCE EVIDENCE SATISFACTORY TO THE CITY SOLICITOR THAT THE CONTRACTOR HAS OBTAINED THE SPECIFIED INSURANCE FROM AN INSURANCE COMPANY AUTHORIZED TO CARRY ON BUSINESS IN CANADA, TO COVER ITS LIABILITY IN THIS CONTRACT.

6. DEPOSIT CHEQUE :

EACH TENDER SUBMITTED MUST BE DELIVERED TO THE PURCHASING AGENT AND BE ACCOMPANIED BY A DEPOSIT IN CASH OR CERTIFIED CHEQUE MADE PAYABLE TO THE CITY TREASURER FOR \$7,500.00 WHICH DEPOSIT, CHEQUE OR CASH, WILL BE HELD BY THAT OFFICIAL AS GUARANTEE THAT, IF THE TENDERER IS AWARDED THE CONTRACT, HE OR THEY WILL SIGN THE CONTRACT AGREEMENT PREPARED IN ACCORDANCE WITH THESE INSTRUCTIONS, THE GENERAL CONDITIONS AND THE SPECIFICATIONS. IN THE EVENT OF FAILURE ON THE PART OF THE SUCCESSFUL TENDERER TO SIGN THE ABOVE REFERRED TO CONTRACT AGREEMENT, THIS DEPOSIT, OR CHEQUE WILL BE FORFEITED. IN THE EVENT OF WITHDRAWAL OF THE TENDER BY THE TENDERER AFTER OPENING, THEN THE CERTIFIED CHEQUE OR CASH WHICH ACCOMPANIES THE TENDER SHALL BE FORFEITED TO, AND BECOME THE PROPERTY OF, THE CORPORATION OF THE CITY OF BRAMPTON AND THE SAID CORPORATION SHALL BE AT LIBERTY TO ACCEPT THE NEXT LOWEST OR ANY TENDER OR CALL FOR NEW TENDERS.

7. WORKMEN'S COMPENSATION :

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, 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 10 OF THESE CONDITIONS. THE CONTRACTOR SHALL, AT A 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.

8. SUBLETTING :

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 SERVICE, AS IF HE WERE PERFORMING THE WORK WITH HIS OWN PLANT AND HIS OWN MEN.

GENERAL CONDITIONS (CONT'D) :

9. PAYMENTS :

THE CONTRACTOR IS ENTITLED TO RECEIVE MONTHLY PAYMENTS AT THE RATE OF 100% OF THE WORK ACTUALLY DONE, LESS ALL STIPULATED FORFEITURES AND DEDUCTIONS.

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 OR EMPLOYEE OF THE CITY, IS OR IS 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 (2) DAYS, OR THE CORPORATION MAY, AT ITS OPTION, WITHHOLD FROM THE PAYMENT DUE SUFFICIENT AMOUNTS TO SATISFY THE SAME.

10. MONEYS DUE TO THE CORPORATION :

ALL MONEYS PAYABLE TO THE CORPORATION, BY THE CONTRACTOR UNDER ANY STIPULATION HEREIN, OR TO THE WORKMEN'S COMPENSATION BOARD, AS PROVIDED HEREIN, 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 CITY ENGINEER SHALL HAVE FULL POWER TO WITHHOLD ANY PROGRESS PAYMENT IF CIRCUMSTANCES ARISE WHICH MAY INDICATE TO HIM THE ADVISABILITY OF SO DOING, THOUGH THE SUM TO BE RETAINED MAY BE UNASCERTAINED.

11. LIENS :

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.

12. DISCHARGE OF EMPLOYEE :

SHOULD ANY OVERSEER, MECHANIC, DRIVER OR WORKMAN EMPLOYED ON OR ABOUT THE WORK OR IN CONNECTION THEREWITH, GIVE ANY JUST CAUSE OR COMPLAINT (OF WHICH THE CITY ENGINEER SHALL BE THE SOLE JUDGE), THE CITY ENGINEER SHALL NOTIFY THE CONTRACTOR IN WRITING, STATING THE REASONS THEREFORE, AND THE CONTRACTOR SHALL DISCIPLINE SUCH PERSON FORTHWITH TO THE SATISFACTION OF THE CITY ENGINEER.

GENERAL CONDITIONS (CONT'D) :

13. FORFEITURE OF CONTRACT :

IF THE CONTRACTOR SHALL NEGLECT OR REFUSE TO SIGN THE AGREEMENT WITHIN EIGHTEEN (18) DAYS OF BEING ADVISED BY THE CITY, IN WRITING, THAT HIS BID HAS BEEN ACCEPTED OR NEGLECTS OR FAILS TO COMMENCE OPERATIONS WITHIN SIXTY (60) DAYS AFTER NOTIFICATION BY THE CITY OF ACCEPTANCE OF HIS TENDER, OR IF HE SHALL BECOME BANKRUPT OR INSOLVENT, OR COMPOUND WITH HIS CREDITORS, OR COMMIT ANY ACT OF INSOLVENCY, OR SHALL TRANSFER, ASSIGN OR SUBLET, OR ATTEMPT TO TRANSFER, ASSIGN, OR SUBLET THIS CONTRACT, OR ANY PART THEREOF WITHOUT THE CONSENT OF THE CORPORATION, OR IF AT ANY TIME THE WORK OR ANY PART THEREOF, IS, IN THE JUDGEMENT OF THE CITY ENGINEER NOT EXECUTED OR NOT BEING EXECUTED IN A SOUND OR WORKMANLIKE MANNER TO HIS SATISFACTION AND IN ALL RESPECTS IN STRICT CONFORMITY WITH THE CONTRACT, OR IF SUCH WORK OR ANY PART THEREOF IS NOT PROGRESSING CONTINUOUSLY, AND IN SUCH A MANNER AS TO ENSURE ENTIRE SATISFACTION IN THE JUDGEMENT OF THE CHIEF ENGINEER OR TO COMPLY WITH ANY REASONABLE ORDER HE MAY RECEIVE FROM THE CITY ENGINEER, OR IF THE CONTRACTOR SHALL PERSIST IN ANY COURSE IN VIOLATION OF ANY OF THE PROVISIONS OF THIS CONTRACT, THEN, IN EACH AND EVERY CASE, AFTER TWENTY-FOUR (24) HOURS WRITTEN NOTICE FROM THE CITY ENGINEER TO THE CONTRACTOR, THE CITY ENGINEER SHALL HAVE THE FULL RIGHT AND POWER, AT HIS DISCRETION, WITHOUT PROCESS OR ACTION AT LAW, TO TAKE OVER THE WHOLE OPERATION, OR ANY PART OR PARTS THEREOF, SPECIFIED IN THE SAID NOTICE OUT OF THE HANDS OF THE CONTRACTOR AND THE CONTRACTOR UPON RECEIVING NOTICE TO THAT EFFECT, SHALL VACATE POSSESSION AND GIVE UP SAID OPERATIONS, OR THE PART OR PARTS THEREOF SPECIFIED IN THE SAID NOTICE, PEACEABLY TO THE CITY ENGINEER, WHO MAY EITHER RELET THE SAME TO ANY OTHER PERSON OR PERSONS, WITH OR WITHOUT ITS PREVIOUSLY BEING ADVERTISED OR MAY EMPLOY WORKMEN AND PROVIDE THE NECESSARY PLANT AT THE EXPENSE OF THE CONTRACTOR, OR MAY TAKE SUCH OTHER STEPS AS HE, THE SAID CITY ENGINEER, MAY CONSIDER NECESSARY OR ADVISABLE IN ORDER TO SECURE THE COMPLETION OF THE SAID CONTRACT TO HIS SATISFACTION, AND THE CONTRACTOR AND HIS SURETY IN EVERY CASE SHALL BE LIABLE FOR ALL DAMAGES, EXPENDITURES AND EXTRA EXPENDITURE, AND FOR ALL ADDITIONAL COST OF THE WORK WHICH MAY BE INCURRED BY REASON THEREOF. ALL THE POWERS OF THE SAID CITY ENGINEER WITH RESPECT TO THE DETERMINATION OF THE SUM OR SUMS, OR BALANCE OF MONEY TO BE PAID TO OR RECEIVED FROM THE SAID CONTRACTOR, AND OTHERWISE IN RESPECT OF THE CONTRACT, SHALL NEVERTHELESS CONTINUE IN FORCE.

14. OTHER RIGHTS :

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 AND/OR PROPERTY INCLUDING THEFT, WHETHER THE PROPERTY IS OWNED BY THE CORPORATION OR ANY OF ITS EMPLOYEES.

15. BRIBERY :

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 TO THE CORPORATION, THE CORPORATION SHALL BE AT LIBERTY TO CANCEL THE CONTRACT FORTHWITH, OR TO DIRECT THE CITY ENGINEER 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.

GENERAL CONDITIONS (CONT'D) :

16. NOTICE TO CONTRACTOR :

ANY NOTICE OR COMMUNICATION TO THE CONTRACTOR SHALL BE DEEMED TO BE WELL AND SUFFICIENTLY GIVEN AND SERVED IF HANDED TO THE CONTRACTOR OR ANY OF HIS CLERKS OR AGENTS OR IF POSTED OR SENT TO THE ADDRESS GIVEN IN HIS TENDER FOR THE WORK ATTACHED HERETO, OR TO HIS USUAL PLACE OF BUSINESS OR TO THE PLACE WHERE THE WORK IS TO BE OR IS BEING CARRIED ON, OR IF POSTED TO OR LEFT AT HIS LAST KNOWN ADDRESS, AND ANY PAPERS SO LEFT, SENT OR ADDRESSED SHALL BE CONSIDERED TO BE, AND TO HAVE BEEN, LEGALLY SERVED UPON THE CONTRACTOR. IN ANY WRITTEN OR PRINTED NOTICE TO THE CONTRACTOR IN RESPECT OF GENERAL, SPECIAL, OR OTHER REPAIRS, OR OF ANY WORK OF ANY NATURE REQUIRED TO BE DONE UNDER ANY OF THE PROVISIONS OF THE CONTRACT, OR OF ANY OTHER MATTER, IT SHALL NOT BE OBLIGATORY UPON THE CITY ENGINEER TO SPECIFY MINUTELY OR IN DETAIL EVERYTHING REQUIRED NOR TO SPECIFY BY MEASUREMENT THE EXACT EXTENT THEREOF, OR THE PRECISE SPOT OR SPOTS WHERE THE WORK OR MATERIAL MAY BE DEFECTIVE OR FAULTY, OR WHERE ANY OF THE REQUIREMENTS OF THE SPECIFICATIONS HAVE NOT BEEN OBSERVED, BUT A REFERENCE IN SUCH NOTICE TO THE CLAUSE OR CLAUSES BEARING UPON THE MATTER, AND A DESCRIPTION OF THE LOCALITY IN GENERAL TERMS, AND SUFFICIENTLY CLEAR, IN THE OPINION OF THE CITY ENGINEER TO INDICATE WHERE THE DEFECT OR TROUBLE EXISTS, SHALL BE DEEMED TO BE AND SHALL BE, AMPLE NOTICE.

17. DEFINITIONS :

"ASSESSMENT COMMISSIONER" MEANS THE PERSON FOR THE TIME BEING FILLING THE OFFICE OF REGIONAL ASSESSMENT COMMISSIONER FOR THE A EA COVERING BRAMPTON OR THE PERSON ACTING AS SUCH.

"CONTRACT" - THE WORK "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 CORPORATION 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.

"CITY ENGINEER" - MEANS THE PERSON, FOR THE TIME BEING FILLING THE OFFICE OF THE CITY ENGINEER OF THE CORPORATION, OR THE PERSON OR PERSONS THEN ACTING AS SUCH, OR ANY OTHER PERSON AUTHORIZED BY THE CITY ENGINEER TO ACT ON HIS BEHALF.

"CORPORATION" - OR "CITY" - CORPORATION OR CITY MEANS THE CORPORATION OF THE CITY OF BRAMPTON.

"DEPARTMENT" - DEPARTMENT MEANS THE ENGINEERING DEPARTMENT OF THE CORPORATION OF THE CITY OF BRAMPTON.

WHENEVER THE WORKS, "AUTHORIZED", "DIRECTED", "REQUIRED", "REQUESTED", "APPROVED", "ORDERED", "SANCTIONED" AND "SATISFACTORY" OCCUR IN THE SPECIFICATIONS, AND THESE GENERAL CONDITIONS, UNLESS SOME OTHER MEANING IS OBVIOUS FROM THE CONTENT, THEY SHALL MEAN RESPECTIVELY, AUTHORIZED, DIRECTED, REQUIRED, REQUESTED, APPROVED, ORDERED, OR SANCTIONED BY OR SATISFACTORY TO THE CITY ENGINEER.

THE WORKS "SHALL", "MAY", "HEREIN", "PERSON", "WRITING", OR "WRITTEN", "SURETY" AND "SECURITY" AND WORKS IN THE SINGULAR NUMBER OR THE MASCULINE GENDER, SHALL HAVE THE MEANING AND EFFECT AS GIVEN IN THE INTERPRETATION ACT OF THE REVISED STATUTES OF ONTARIO.

GENERAL CONDITIONS (CONT'D) :

17. DEFINITIONS (CONT'D) :

"DOMINION BUREAU OF STATISTICS" - SHALL MEAN STATISTICS CANADA

"GARBAGE" - NOTWITHSTANDING ANY BY-LAW OR REGULATION IN THE CITY OF BRAMPTON, "GARBAGE" AS REFERRED TO IN THIS CONTRACT SHALL MEAN AND INCLUDE ALL REJECTED, ABANDONED OR DISCARDED HOUSEHOLD WASTE, EITHER ANIMAL OR VEGETABLE, ALL COMBUSTIBLE RUBBISH SUCH AS PAPER, CARDBOARD OR CLOTHING, FOOD CONTAINERS AND ANY OTHER REFUSE CAPABLE OF BEING CONSUMED BY FIRE, INCLUDING WASTE OFFICE PAPER FROM COMMERCIAL AND/OR INDUSTRIAL ESTABLISHMENTS.

FOR THE PURPOSE OF THIS CONTRACT, ALL REMAINING DEFINITIONS SHALL BE AS PER BY-LAW.

PASSED March 28 1978



BY-LAW

No. 75-78

A By-law to authorize the execution
of an Agreement between The Corporation
of the City of Brampton and L. W.
Sanderson & Sons Cartage Ltd.