

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 83-74

A By-law to authorize the execution of Contract 74-113 with Superior Sanitation Services Limited. ( the collection and haulage of newspaper and corrugated cardboard).

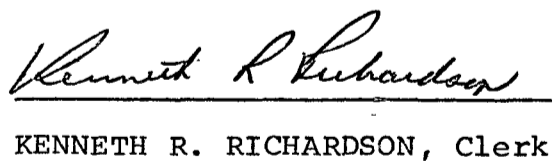
WHEREAS it is deemed expedient to enter into and execute Contract 74-113 with Superior Sanitation Services Limited;

NOW THEREFORE the Council of the Corporation of the City of Brampton ENACTS as follows:

- 1) That the City of Brampton enter into and execute Contract 74-113, attached hereto as Schedule "A", with Superior Sanitation Services Limited.
- 2) That the Mayor and the Clerk are hereby authorized to affix their signatures to the said Contract 74-113, attached hereto as Schedule "A", with Superior Sanitation Services Limited.

READ A FIRST, SECOND and THIRD TIME and PASSED in Open Council this *26th* day of *August*, 1974.

  
JAMES E. ARCHDEKIN, Mayor

  
KENNETH R. RICHARDSON, Clerk

THE CORPORATION OF THE CITY OF BRAMPTON

I N D E X

TENDER FOR THE COLLECTION AND HAULAGE OF  
NEWSPAPER AND CORRUGATED CARDBOARD IN THE CITY OF BRAMPTON

1. COPY OF TENDER ADVERTISEMENT
2. FORM OF TENDER
3. INSTRUCTIONS TO BIDDERS
4. FORM OF BOND
5. FORM OF AGREEMENT
6. SCHEDULE "A"

COPY OF TENDER ADVERTISEMENT

THE CORPORATION OF THE CITY OF BRAMPTON

TENDER FOR

THE SEPARATE COLLECTION AND HAULAGE OF  
NEWSPAPER AND CARDBOARD IN THE CITY OF BRAMPTON

CONTRACT #74-113

TENDERS, SEALED IN THE ENVELOPE PROVIDED, WILL BE RECEIVED BY THE PURCHASING AGENT, 3RD FLOOR, 24 QUEEN STREET EAST, BRAMPTON, ONTARIO UNTIL 12:00 NOON E.S.T., WEDNESDAY, JULY 3RD, 1974 FOR THE FOLLOWING:

SEPARATE COLLECTION AND HAULAGE OF NEWSPAPER AND CARDBOARD IN THE CITY OF BRAMPTON FOR THE PERIOD BETWEEN ~~AUGUST~~ 5TH, 1974 AND DECEMBER 20TH, 1974.

~~SEPTEMBER~~

TENDER FORMS AND SPECIFICATIONS MAY BE OBTAINED WITHOUT CHARGE, FROM THE OFFICE OF THE CITY ENGINEER, 3 WELLINGTON STREET EAST, BRAMPTON, ONTARIO.

LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED.

J.F. CURRAN, P.ENG.  
CITY ENGINEER  
3 WELLINGTON STREET EAST,  
BRAMPTON, ONTARIO.

CITY OF BRAMPTON,  
ENGINEERING DEPARTMENT

TENDER:

FOR THE SEPARATE COLLECTION AND HAULAGE OF NEWSPAPER  
AND CORRUGATED CARDBOARD IN THE CITY OF BRAMPTON AS  
SPECIFIED.

CONTRACT #74-113

SUBMITTED BY:

SUPERIOR SANITATION SERVICES LIMITED

NAME OF FIRM OR INDIVIDUAL (CONTRACTOR)

1126 FEWSTER DRIVE, MISSISSAUGA, ONTARIO. (416) 625-9810

ADDRESS & TELEPHONE NUMBER

RONALD S. MURRAY - VICE-PRESIDENT

NAME & POSITION OF SIGNING OFFICER

TO: CITY OF BRAMPTON,  
ENGINEERING DEPARTMENT  
J.F. CURRAN, CITY ENGINEER

JUNE 1974

TO THE MAYOR AND COUNCIL OF THE CORPORATION OF THE CITY OF  
BRAMPTON:-

SUPERIOR SANITATION  
WE SERVICES LIMITED OF MISSISSAUGA, ONTARIO.

1. DECLARE THAT NO PERSON, FIRM OR CORPORATION OTHER THAN ONE WHOSE SIGNATURE OR THE SIGNATURE OF WHOSE PROPER OFFICERS AND THE SEAL IS OR ARE ATTACHED BELOW HAS ANY INTEREST IN THIS TENDER OR IN THE CONTRACT PROPOSED TO BE TAKEN.
2. FURTHER DECLARE THAT THIS TENDER IS MADE WITHOUT ANY CONNECTION, KNOWLEDGE, COMPARISON OF FIGURES OR ARRANGEMENT WITH ANY OTHER COMPANY, FIRM OR PERSON MAKING A TENDER FOR THE SAME WORK AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.
3. FURTHER DECLARE THAT NO MEMBER OF THE CITY COUNCIL, OR ANY OFFICER OF THE CORPORATION OF THE CITY OF BRAMPTON IS, OR WILL BECOME, INTERESTED DIRECTLY OR INDIRECTLY AS CONTRACTING PARTY OR OTHERWISE IN OR IN THE PERFORMANCE OF THE CONTRACT, OR IN THE SUPPLIES, WORK OR BUSINESS TO WHICH IT RELATES OR IN ANY PORTION OF THE PROFITS THEREOF, OR OF ANY SUCH SUPPLIES TO BE USED THEREIN OR IN ANY OF THE MONIES TO BE DERIVED THEREFROM.
4. FURTHER DECLARE THAT THE SEVERAL MATTERS STATED IN THE SAID TENDER ARE IN ALL RESPECTS TRUE.
5. FURTHER DECLARE THAT - HAVING CAREFULLY EXAMINED THE LOCALITY AND SITE OF THE PROPOSED WORKS, AS WELL AS ALL THE PLANS, FORM OF TENDER, INFORMATION FOR TENDERERS, AGREEMENT AND BOND RELATING THERETO, PREPARED, SUBMITTED AND RENDERED AVAILABLE BY THE CITY ENGINEER, BY AND ON BEHALF OF THE CORPORATION OF THE CITY OF BRAMPTON, AND HEREBY ACKNOWLEDGE THE SAME TO BE PART AND PARCEL OF ANY CONTRACT TO BE LET FOR THE WORK THEREIN DESCRIBED OR DEFINED AND DO HEREBY TENDER AND OFFER TO ENTER INTO A CONTRACT TO DO ALL OF THE WORK AND TO PROVIDE ALL OF THE LABOUR, EQUIPMENT AND MATERIALS WHATSOEVER REQUIRED TO PERFORM THE SAID COLLECTION AND HAULAGE OF NEWSPAPER AND CARDBOARD WITHIN THE CITY OF BRAMPTON AS SPECIFIED UNDER THE PROVISIONS, TERMS AND CONDITIONS AS SET FORTH THEREIN AND AT THE PRICES AS SET FORTH IN THE TENDER HEREIN AS FOLLOWS:

TENDER FOR PERIOD FROM <sup>h</sup> ~~August~~ <sup>SEPTEMBER</sup> 5TH, 1974 TO DECEMBER 20TH, 1974

TOTAL WEEKLY COMPENSATION  
FOR CONTRACT #74-113

ALTERNATIVE A: \$1,099.00/WEEK

B: \$1,050.00/WEEK

ADDITIONAL COMPENSATION FOR DELIVERY TO SITE OTHER THAN I.K.O.,  
KENNEDY ROAD BRAMPTON, \$27.52/MILE/WEEK.

(CONTRACTOR MAY TENDER EITHER "A" OR "B" OR BOTH.)

6. WE AGREE THAT THIS OFFER IS TO CONTINUE OPEN TO ACCEPTANCE UNTIL THE FORMAL CONTRACT IS EXECUTED BY THE SUCCESSFUL TENDERER FOR THE SAID WORK OR UNTIL JULY 31ST, 1974 WHICHEVER EVENT FIRST OCCURS, AND THAT THE CITY MAY AT ANY TIME WITHIN THAT PERIOD, WITHOUT NOTICE, ACCEPT THIS TENDER WHETHER ANY OTHER TENDER HAD BEEN PREVIOUSLY ACCEPTED OR NOT.
7. WE AGREE THAT THE AWARDING OF THE CONTRACT BASED ON THIS TENDER BY THE COUNCIL OF THE SAID CITY SHALL MEAN ACCEPTANCE OF THIS TENDER.
8. IF THIS TENDER IS ACCEPTED, WE AGREE TO FURNISH AN APPROVED SURETY BOND FOR THE PROPER FULFILLMENT OF THE CONTRACT AS REQUIRED TO EXECUTE THE AFFIDAVIT, AGREEMENT AND BOND IN TRIPPLICATE WITHIN SEVEN DAYS AFTER BEING NOTIFIED SO TO DO. IN THE EVENT OF DEFAULT OR FAILURE ON OUR PART SO TO DO, WE AGREE THAT THE CORPORATION OF THE CITY OF BRAMPTON SHALL BE AT LIBERTY TO RETAIN THE MONEY DEPOSITED BY US TO THE USE OF THE CITY, AND TO ACCEPT THE NEXT LOWEST OR ANY TENDER OR TO ADVERTISE FOR NEW TENDERS, OR TO CARRY OUT THE WORK IN ANY OTHER WAY THEY DEEM BEST, AND WE ALSO AGREE TO PAY TO THE SAID CITY THE DIFFERENCE BETWEEN THIS TENDER AND ANY GREATER SUM WHICH THE CITY MAY EXPEND OR INCUR BY REASON OF SUCH DEFAULT OR INCLUDING THE COST OF ANY SUCH ACTING, AS AFORESAID, ON THEIR PART, AND SAVE HARMLESS THE SAID CITY AND THEIR OFFICERS FROM ALL LOSS, DAMAGE, COST, CHARGES AND EXPENSE, WHICH THEY MAY SUFFER OR BE PUT TO BY REASON OF ANY SUCH DEFAULT OR FAILURE ON OUR PART.
9. WE PROPOSE ECONOMICAL MUTUAL INSURANCE COMPANY  
  
A COMPANY WHICH IS WILLING TO BECOME BOUND WITH US IN THE AMOUNT DESIGNATED FOR THE DUE PERFORMANCE AND FULFILLMENT OF THE CONTRACT, FOR WHICH THIS IS A TENDER.
10. IT IS UNDERSTOOD AND AGREED THAT ALL REVENUE FROM THE SALE OF THE PAPER AND CARDBOARD REVERTS TO THE CITY OF BRAMPTON.
11. A CERTIFIED CHEQUE IN THE AMOUNT OF \$1,000.00 IS ENCLOSED AS A TENDER DEPOSIT.

SIGNATURE OF WITNESS

SIGNATURE OF CONTRACTOR

DATED AT KITCHENER THIS 3RD DAY OF JULY, 1974

THE CORPORATION OF THE CITY OF BRAMPTON

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF TENDERS:

TENDERS, SEALED IN THE ENVELOPE PROVIDED, WILL BE RECEIVED BY THE PURCHASING AGENT, 24 QUEEN STREET EAST, 2ND FLOOR, BRAMPTON, ONTARIO, UNTIL 12:00 NOON E.S.T., WEDNESDAY, JULY 3RD, 1974.

2. OPENING OF TENDERS:

TENDERS WILL BE PUBLICLY OPENED IN THE COUNCIL CHAMBER, 2ND FLOOR, 24 QUEEN STREET EAST BY COMMITTEE FOLLOWING THE TENDER CLOSING.

3. EXTENT OF WORK:

THE WORK OF THIS CONTRACT CONSISTS OF SUPPLYING ALL LABOUR, EQUIPMENT, VEHICLES AND ALL OTHER MATERIAL WHATSOEVER AS MAY BE REQUIRED TO COLLECT NEWSPAPER AND CARDBOARD SEPARATELY AS PROVIDED IN THE AGREEMENT HERETO AND FOR HAULING OF SUCH MATERIALS AS THE AGREEMENT DIRECTS.

4. TENDERS:

THE CONTRACTOR MUST FILL OUT THE FORM OF TENDER COMPLETELY. INCOMPLETE TENDERS MAY RENDER THE TENDER INVALID.

5. TENDER DEPOSIT:

EACH TENDER MUST BE ACCOMPANIED WITH A CERTIFIED CHEQUE IN THE AMOUNT OF \$1,000.00 PAYABLE TO THE CORPORATION OF THE CITY OF BRAMPTON.

THE CHEQUE OF THE SUCCESSFUL BIDDER WILL BE HELD UNTIL THE CONTRACT BOND HAS BEEN FURNISHED AND ACCEPTED BY THE CORPORATION AND THE CONTRACT IS SIGNED BY BOTH PARTIES. CHEQUES OF THE SECOND LOW BIDDER WILL BE RETURNED NOT LATER THAN 5 DAYS AFTER THE CONTRACT HAS BEEN SIGNED, AND THE CHEQUES FOR THE OTHER UNSUCCESSFUL BIDDERS WILL BE RETURNED NOT LATER THAN 5 DAYS AFTER THE TENDER OPENING. THE CHEQUE OF THE BIDDER TO WHOM THE CONTRACT IS AWARDED WILL BE FORFEITED TO THE CORPORATION IF SAID BIDDER FAILS TO FURNISH A SATISFACTORY CONTRACT BOND AND TO SIGN THE CONTRACT WITHIN SEVEN (7) DAYS OF THE ACCEPTANCE OF HIS TENDER BY THE CORPORATION AND THE SUBMISSION OF A TENDER BY ANY CONTRACTOR SHALL BE DEEMED AS AN ACKNOWLEDGMENT ON HIS PART OF THE PURPOSE AND CONDITIONS REGARDING THIS DEPOSIT CHEQUE. *Seven X*

6. SITE INSPECTION:

BIDDERS ARE REQUIRED TO SATISFY THEMSELVES BY PERSONAL EXAMINATION OF THE SITE OF THE WORK AND THE EXISTING CONDITIONS AND MATERIALS WHICH MAY BE ENCOUNTERED ON THE SITE. THE SUBMISSION OF A BID SHALL BE DEEMED PROOF THAT

6. SITE INSPECTION (CONTINUED):

THE CONTRACTOR HAS SATISFIED HIMSELF AS TO ALL THE PROVISIONS OF THE CONTRACT, OF ALL THE CONDITIONS WHICH MAY BE ENCOUNTERED OF WHAT MATERIALS HE WILL BE REQUIRED TO SUPPLY, OR ANY OTHER MATTER WHICH MAY ENTER INTO THE CARRYING OUT OF THE CONTRACT TO A SATISFACTORY CONCLUSION; AND NO CLAIMS WILL BE ENTERTAINED BY THE CORPORATION BASED ON THE ASSERTION BY THE CONTRACTOR THAT HE WAS UNINFORMED AS TO ANY OF THE PROVISIONS OR CONDITIONS INTENDED TO BE COVERED BY THE CONTRACT.

7. IDENTIFICATION:

BIDDERS, ON REQUEST, MAY BE REQUIRED TO FURNISH SATISFACTORY EVIDENCE AS TO THEIR EXPERIENCE, CAPACITY AND FINANCIAL RESOURCES.

8. PERFORMANCE BOND:

A BOND IN THE AMOUNT OF \$10,000.00 WITH A SATISFACTORY GUARANTEE SURETY COMPANY, RESIDENT IN CANADA OR AUTHORIZED TO CARRY ON BUSINESS IN CANADA, WILL BE REQUIRED FOR THE FAITHFUL PERFORMANCE OF THIS CONTRACT, WHICH BOND SHALL BE IN A FORM SIMILAR TO THE ONE ATTACHED TO THESE DOCUMENTS.

9. LIABILITY INSURANCE:

INSURANCE COVERAGE, IN ACCORDANCE WITH THE FORM OF AGREEMENT, ATTACHED HERETO, SHALL BE A PREREQUISITE TO THE SIGNING OF THIS CONTRACT BY THE CORPORATION.

10. TENDER ACCEPTANCE:

LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED.

11. EXTENT OF THE WORK:

THE CONTRACTOR SHALL COLLECT ALL NEWSPAPER AND CORRUGATED CARDBOARD PLACED IN SEPARATE BUNDLES TIED WITH ROPE, NOT TO EXCEED 25 LBS./BUNDLE PLACED ALONG THE CURB OR ROADSIDE OF ALL STREETS WITHIN THE LIMITS SHOWN ON THE MAP ATTACHED TO THESE DOCUMENTS AS SCHEDULE "A", AND HAUL SAME TO I.K.O. ON KENNEDY ROAD BRAMPTON OR ANY OTHER PLACE DESIGNATED BY THE CITY ENGINEER ALL IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CONTRACT #74-113.



BETWEEN:

CONTRACT #74-113

THE CORPORATION OF THE CITY OF BRAMPTON  
HEREINAFTER CALLED THE "CITY"  
OF THE FIRST PART  
SUPERIOR SANITATION SERVICES LIMITED  
HEREINAFTER CALLED THE "CONTRACTOR"  
OF THE SECOND PART

WHEREAS THE PARTIES HERETO ARE DESIROUS OF ENTERING INTO AN AGREEMENT PROVIDING FOR THE COLLECTION, AND HAULAGE OF NEWSPAPER AND CARDBOARD SEPARATE FROM THE GENERAL GARBAGE;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION OF THE PREMISES AND THE COVENANTS HEREINAFTER CONTAINED, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. THE CONTRACTOR SHALL:

(A) COLLECT, ONCE PER WEEK, ALL NEWSPAPER AND CARDBOARD SEPARATELY FROM:

- (1) ALL RESIDENTIAL DWELLINGS INCLUDING TOWNHOUSES AND APARTMENT BUILDINGS,
- (2) ALL COMMERCIAL ESTABLISHMENTS EXCLUDING SHOPPERS WORLD ON STELLES AVENUE AND HIGHWAY #10, THE BRAMPTON MALL ON HIGHWAY #10 AND NANWOOD DRIVE, THE CENTENNIAL MALL ON KENNEDY ROAD AND VODDEN STREET AND BRAMALEA CITY CENTRE,
- (3) ALL INDUSTRIAL ESTABLISHMENTS EXCEPT FOR STANLEY STRUCTURES ON HEARTLAKE ROAD AND AMERICAN CAN COMPANY ON QUEEN STREET AND McLAUGHLIN ROAD,

LOCATED ON THOSE STREETS OR STREET FRONTAGES WITHIN THE LIMITS SHOWN ON THE MAP ATTACHED TO THESE DOCUMENTS AS SCHEDULE "A", PROVIDED ALL PAPER AND CORRUGATED CARDBOARD IS TIGHTLY AND SEPARATELY BUNDLED IN BUNDLES NOT TO EXCEED 25 LBS. IN WEIGHT AND PLACED ALONG THE CURB OR ROADSIDE OF STREETS WITHIN THE LIMITS SHOWN ON SCHEDULE "A".

(B) HAUL ALL OF THE COLLECTED NEWSPAPER AND CORRUGATED CARDBOARD SEPARATELY TO I.K.O. INDUSTRIES LOCATED ON KENNEDY ROAD IN THE CITY OF BRAMPTON AT THE WEEKLY RATE AGREED UPON IN THIS CONTRACT OR TO ANY OTHER SITE DESIGNATED BY THE CITY ENGINEER FOR THE WEEKLY RATE PLUS ADDITIONAL MILEAGE RATE AGREED UPON IN THIS CONTRACT.

(C) THE TRUCK MUST BE DIVIDED SUCH THAT NEWSPAPER AND CARDBOARD CAN BE COLLECTED AND UNLOADED SEPARATELY AND IT MUST BE SUITABLY ENCLOSED TO PREVENT PAPER FROM BEING BLOWN OFF THE TRUCK.

(D) MAKE ALL COLLECTIONS ON THE BASIS OF ONE OF THE FOLLOWING TWO ALTERNATIVES:

(A) COLLECT ALL NEWSPAPER AND CARDBOARD ON THE SAME DAY EXCLUDING PUBLIC HOLIDAYS AND WEDNESDAYS THROUGHOUT THE AREA INDICATED.

(B) COLLECT ALL NEWSPAPER AND CARDBOARD ON ONE AND THE SAME DAY WITHIN THE FORMER TOWN OF BRAMPTON LIMITS AND ONE OTHER DAY WITHIN THE FORMER BRAMALEA, CHURCHVILLE AND HUTTONVILLE AREAS EXCLUDING PUBLIC HOLIDAYS AND WEDNESDAYS.

(E) MAKE ALL COLLECTIONS BETWEEN THE HOURS OF 7:00 A.M. AND 5:00 P.M. ON THE AGREED UPON DAY(S).

(F) CLEAN UP ALL SPILLAGE RESULTING FROM THIS OPERATION.

(G) AT ALL TIMES MAINTAIN AND OPERATE A SUFFICIENT NUMBER OF COLLECTION UNITS AS DETERMINED BY THE CITY ENGINEER TO PROPERLY MAINTAIN AN ADEQUATE LEVEL OF SERVICE.

(H) PROVIDE THE CITY ENGINEER WITH A TELEPHONE NUMBER AT WHICH THE CONTRACTOR MAY BE REACHED DURING THE HOURS OF PICK UP.

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

(J) MAINTAIN LIABILITY INSURANCE AGAINST LIABILITY ARISING OUT OF THE OPERATION OF A MOTOR VEHICLE IN THE AMOUNT OF \$500,000.00 INCLUSIVE WHICH POLICY SHALL BE NON-CANCELLABLE WITHOUT 30 DAYS WRITTEN NOTICE TO THE CITY AND TO FORTHWITH LODGE WITH THE CLERK A CERTIFIED COPY OF SUCH POLICY.

(K) MAINTAIN LIABILITY INSURANCE AGAINST LIABILITY ARISING OUT OF OTHER THAN THE OPERATION OF A MOTOR VEHICLE IN THE AMOUNT OF \$100,000.00 WHICH POLICY SHALL INCLUDE THE CITY AS AN ADDITIONAL INSURED AND SHALL CONTAIN A CROSS-LIABILITY CLAUSE AND SHALL BE NON-CANCELLABLE WITHOUT 30 DAYS WRITTEN NOTICE TO THE CITY AND TO FORTHWITH LODGE WITH THE CITY CLERK A CERTIFIED COPY OF SUCH POLICY.

(L) UPON EXECUTION OF THIS AGREEMENT, DEPOSIT WITH THE CITY CLERK A PERFORMANCE BOND IN THE AMOUNT OF \$10,000.00 WHICH BOND SHALL BE IN A FORM SATISFACTORY TO THE CITY SOLICITOR.

(M) NOT SUBLET OR ASSIGN ANY WORK UNDER THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF THE CITY ENGINEER.

(N) CARRY SUCH SIGNS AND IDENTIFICATION ON THE VEHICLES USED IN CONNECTION WITH THIS CONTRACT AS MAY BE REQUIRED BY THE CITY ENGINEER.

(0) THE CONTRACTOR SHALL SEE TO IT THAT ALL NEWSPAPER AND CARDBOARD IS WEIGHED SEPARATELY AT THE PLACE OF DELIVERY AND SUPPLY THE CITY WITH A WEIGH SLIP SHOWING THE EXACT TONNAGES DELIVERED IN EVERY TRUCK LOAD.

2. THE CITY SHALL PAY THE CONTRACTOR THE SUM OF \$ 1,050.00/WEEK SUBJECT TO THE ADJUSTMENTS LISTED BELOW:

IF A PAPER PICK UP DAY FALLS ON A PUBLIC HOLIDAY THE PAPER PICK UP SHALL BE CANCELLED FOR THAT WEEK IN THE AREA EFFECTED. UNDER ALTERNATIVE "A" THE CONTRACTOR WILL NOT BE PAID FOR THAT WEEK. UNDER ALTERNATIVE "B" THE CONTRACTOR SHALL BE PAID HALF OF THE REGULAR RATE IF ONLY ONE OF THE TWO AREAS IS CANCELLED.

3. THE WEEKLY PAYMENT IS BASED ON DELIVERY TO THE I.K.O. SITE ON KENNEDY ROAD IN THE CITY OF BRAMPTON. IF THE CITY SELECTS ANOTHER DELIVERY SITE THE WEEKLY RATE WILL BE INCREASED BY \$ 27.52/MILE/WEEK FOR EVERY MILE THE NEW SITE IS DISTANCED FROM THE I.K.O. SITE. THE CITY TO GIVE A MINIMUM OF TWO (2) WEEKS NOTICE TO THE CONTRACTOR IN CASE OF CHANGE IN DELIVERY SITE.
4. PAYMENT TO BE MADE ON A MONTHLY BASIS AND TO INCLUDE ONLY THE NUMBER OF FULL WEEKS BETWEEN THE END OF THE MONTH AND PREVIOUS PAYMENT PERIOD.
5. IT IS UNDERSTOOD AND AGREED THAT ALL REVENUE FROM THE SALE OF THE NEWSPAPER AND CARDBOARD REVERTS TO THE CITY OF BRAMPTON.
6. THIS AGREEMENT SHALL REMAIN IN FORCE AND EFFECT FOR THE PERIOD FROM ~~AUGUST~~ <sup>SEPTEMBER</sup> 5<sup>TH</sup>, 1974 TILL DECEMBER 20<sup>TH</sup>, 1974.
7. IF THE CONTRACTOR SHALL BECOME BANKRUPT OR INSOLVENT OR SHALL TRANSFER, ASSIGN OR SUBLET THIS CONTRACT OR ANY PART THEREOF WITHOUT THE WRITTEN CONSENT OF THE CITY ENGINEER, OR IF AT ANY TIME THE WORK OR ANY PART THEREOF IS, IN THE OPINION OF THE CITY ENGINEER, NOT EXECUTED PROPERLY OR NOT BEING EXECUTED SO AS TO PROVIDE A SATISFACTORY LEVEL OF SERVICE, THE CITY ENGINEER SHALL UPON 24 HOURS WRITTEN NOTICE, HAVE FULL RIGHT AND POWER AT HIS DISCRETION, WITHOUT PROCESS OR ACTION AT LAW, TO TAKE THE WHOLE WORK OR ANY PART OR PARTS THEREOF OUT OF THE HANDS OF THE CONTRACTOR AND THE CONTRACTOR UPON RECEIVING NOTICE TO THAT EFFECT, SHALL GIVE UP THE SAID WORK OR THE PARTS THEREOF SPECIFIED IN THE SAID NOTICE AND THE CITY ENGINEER MAY THEN EMPLOY SUCH MEANS AS HE MAY DEEM NECESSARY OR ADVISABLE TO COMPLETE THE WORK TO HIS SATISFACTION, AND THE CONTRACTOR AND HIS SURETY IN EVERY CASE SHALL BE LIABLE FOR ALL LOSS, DAMAGE, EXPENSE, EXPENDITURE AND COST WHICH MAY BE INCURRED BY REASON THEREOF. IF THE SAID LOSS, DAMAGE, EXPENSE, EXPENDITURE OR COST EXCEEDS THE SUM WHICH WOULD HAVE BEEN PAYABLE BY THE CITY UNDER THIS CONTRACT IF THE SAME HAD BEEN COMPLETED BY THE CONTRACTOR, THE CONTRACTOR OR HIS SURETY SHALL PAY THE AMOUNT OF SUCH EXCESS TO THE CITY.

8. IN THE EVENT THAT ANY PERSON EMPLOYED BY THE CONTRACTOR IN CONNECTION WITH WORK ARISING OUT OF THIS AGREEMENT GIVES, IN THE OPINION OF THE CITY ENGINEER, JUST CAUSE FOR COMPLAINT, THE CONTRACTOR UPON BEING NOTIFIED BY THE CITY ENGINEER IN WRITING SHALL NOT PERMIT SUCH PERSON TO CONTINUE IN ANY WORK ARISING OUT OF THIS AGREEMENT.

9. NOTICE TO THE CONTRACTOR SHALL BE GIVEN BY PREPAID FIRST CLASS MAIL ADDRESSED TO THE CONTRACTOR AT:

ADDRESS 1126 Fewster Drive,  
Mississauga, Ontario.

10. FOR THE PURPOSE OF THIS AGREEMENT THE FOLLOWING SHALL BE DEEMED PUBLIC HOLIDAYS:

NEW YEAR'S DAY  
GOOD FRIDAY  
VICTORIA DAY  
DOMINION DAY  
CIVIC HOLIDAY

LABOUR DAY  
THANKSGIVING DAY  
CHRISTMAS DAY  
BOXING DAY

11. ANY DISPUTE BETWEEN THE PARTIES AS TO ANY MATTER ARISING UNDER THIS AGREEMENT WHICH THE PARTIES ARE UNABLE TO RESOLVE SHALL BE SETTLED BY A SINGLE ARBITRATOR APPOINTED IN ACCORDANCE WITH THE ARBITRATIONS ACT, R.S.O. 1960, CHAPTER 18.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO AFFIXED THEIR CORPORATE SEALS DULY ATTESTED BY THEIR RESPECTIVE OFFICERS AUTHORIZED IN THAT BEHALF.

THE CORPORATION OF THE CITY OF BRAMPTON

PER:

James E. Archibald  
MAYOR

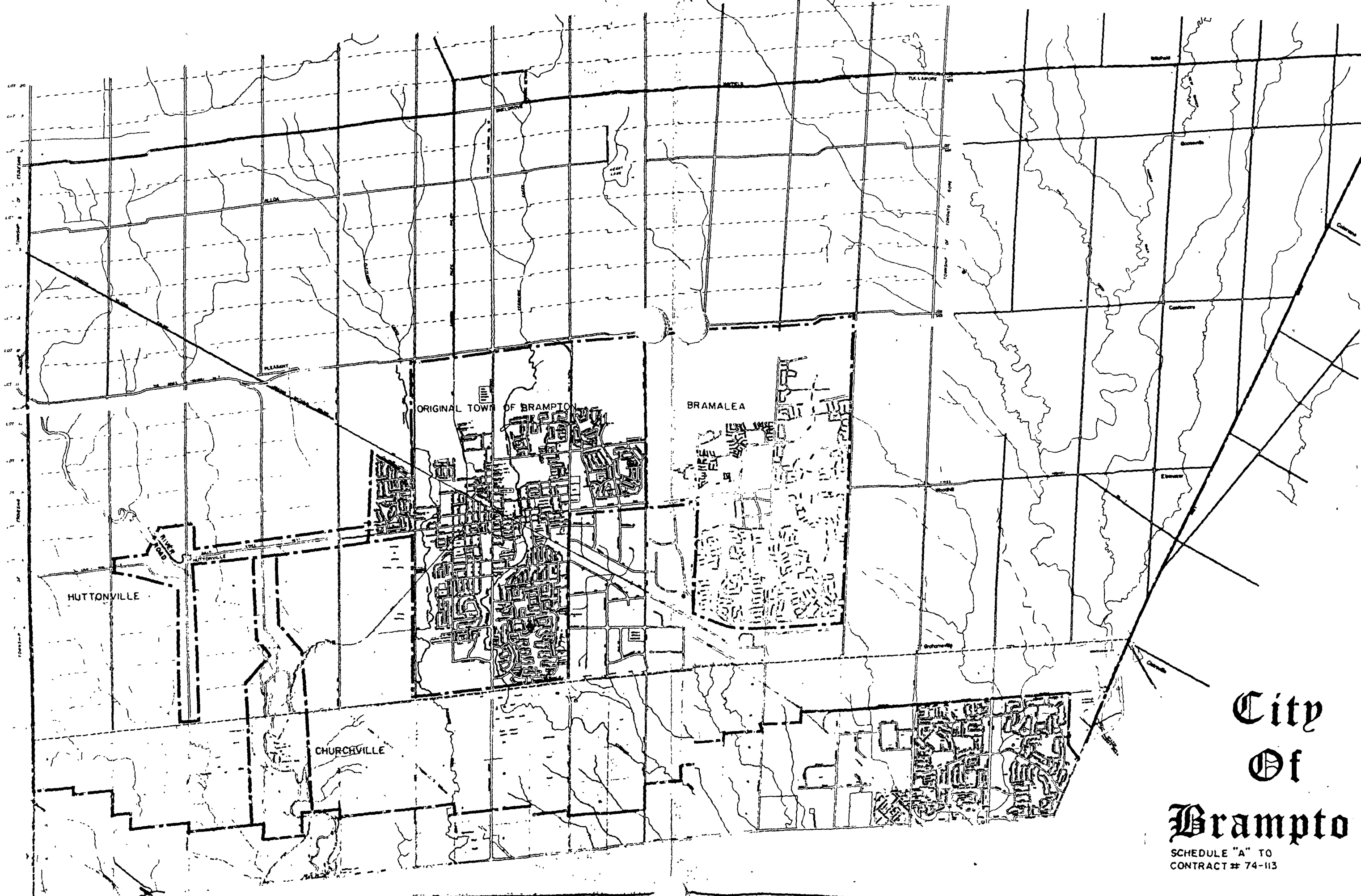
Kenneth A. Richards  
CLERK

SUPERIOR SANITATION SERVICES LTD.

[Signature]  
CONTRACTOR

IT IS HEREWITH CONFIRMED THAT THE PAPER COLLECTION WITHIN THE FORMER TOWN OF BRAMPTON LIMITS SHALL TAKE PLACE ON THURSDAYS AND WITHIN THE BRAMALEA, CHURCHVILLE AND HUTTONVILLE LIMITS AS INDICATED ON SCHEDULE 'A' ON FRIDAYS OF EVERY WEEK.

[Signature]  
(INITIAL)



**City  
Of  
Brampton**  
SCHEDULE "A" TO  
CONTRACT # 74-113