

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 47 - 2000

*Being a by-law to Authorize the
Mayor and CAO to Enter into an
Agreement with
Windsor Disposal Services Ltd.*

WHEREAS the Corporation of the Town of Kingsville deems it expedient for the Mayor and CAO to enter into an agreement with Windsor Disposal Services Ltd.;

AND WHEREAS the contractor hereby convenants and agrees to provide and supply at his expense, all and every kind of labour, machinery, equipment and materials for, and to undertake and complete in strict accordance with his tender dated December 10th, 1999.

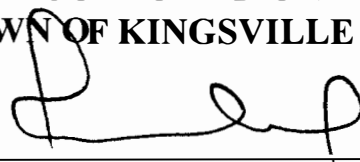
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

1. **THAT** the Municipality enters into and executes an agreement with Windsor Disposal Services Ltd. shown as Schedule "A" attached to this By-law for Garbage Collection Services in the December 31, 1999 tender amount accepted at Two Hundred and Sixty-Eight Thousand, one Hundred and Seventy Six Dollars and Seventy-Eight Cents (\$268,176.78).
2. **THAT** the Mayor and the CAO are hereby authorized and directed to execute this agreement hereto attached as Schedule "A" on behalf of the Corporation of the Town of Kingsville.
3. **THAT** this by-law shall come into force and effect upon third reading and being finally passed.

READ a FIRST and SECOND time this 24th day of July, 2000.

READ a THIRD and FINALLY PASSED this 24th day of July, 2000.

THE CORPORATION OF THE
TOWN OF KINGSVILLE



MAYOR, Patrick M. O'Neil



CLERK, Victoria Smith

THIS AGREEMENT made in triplicate this 24th day of
July, 2000.

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE
(hereinafter called the "OWNER")
OF THE FIRST PART

- and -

WINDSOR DISPOSAL SERVICES LTD.

(hereinafter called the "CONTRACTOR")
OF THE SECOND PART

WHEREAS the Tender of the CONTRACTOR respecting the Garbage Contract work, hereinafter referred to and described, was accepted by the OWNER on the 17th Day of July of 2000.

THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants hereinafter contained, the Parties hereto agree as follows:

1. The Contractor hereby covenants and agrees to provide and supply at his expense, all and every kind of labour, machinery, equipment and materials for, and to undertake and complete in strict accordance with his tender dated the 10th day of December 1999, and the Contract Documents (consisting of the Specifications, Information to Tenderers, Special Provisions of Contract, if any, including all modifications thereof and incorporated in the said documents before their execution), all of which said documents are annexed hereto and form part of this Agreement to the same extend as if fully embodied herein. THE COLLECTION OF GARBAGE IN THE TOWN OF KINGSVILLE FOR THE SUM OF Two Hundred and Sixty-Eight Thousand,
One Hundred and Seventy Six Dollars-----78/ 00/100
(\$268,176.78)

2. The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the Town of Kingsville Public Works Manager or

designated agent, within the specifications in his Tender which may be amended from time to time as mutually agreed to in writing.

3. The Contractor further covenants and agrees that he will at all times, indemnify and save harmless, the OWNER, along with their respective officers, servants and agents, from and against all loss and damages whatsoever which may be made or brought against the above listed by reason or in consequence of the non-execution or negligent execution thereof by the Contractor, its servants, agents or employees.
4. The Contractor further covenants and agrees to furnish, in accordance with the Contract Documents, a Performance and Maintenance Bond in an amount equivalent to One Hundred Per Cent (100%) of the Tender Price, in such form and issued by such surety as may be approved by the Owner's Solicitor, guaranteeing the faithful performance of the said Work in accordance with the terms of this Agreement.
5. The Owner hereby covenants and agrees that if the said Work is duly and properly executed and materials are provided as aforesaid, and if the said Contractor carries out, performs and observes all of the requirements and conditions of this Agreement, the Owner will pay to the Contractor, the price set forth in his Tender, such payment or payments to be made in accordance with the provisions of the General Conditions of the Contract referred to above.
6. This Agreement and everything herein contained shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate
Seals, if any, duly attested by the signature of their proper officers in that behalf,
respectively,.

M. Roffo

Witness as to Signature
Of Contractor

Vincent Miccari

Contractor's Signature and Seal

WINDSOR DISPOSAL SERVICES

Contractor's Name

2700 DEZIEL DRIVE

WINDSOR ONTARIO

Contractor's Address

CORPORATION OF THE
TOWN OF KINGSVILLE

Owner
Pat O'Neil

Pat O'Neil, Mayor

Dan DiGiovanni
Dan DiGiovanni, C.A.O.

2021 Division Road North,
Kingsville, Ontario
N9Y 2Y9

Owner's Address

ZURICH INSURANCE COMPANY

HEAD OFFICE FOR CANADA 200 UNIVERSITY AVENUE TORONTO ONTARIO M5H 4B8

SURETY'S CONSENT

Date: November 25, 1999

Bond No. 6308235-20

WHEREAS WINDSOR DISPOSAL SERVICES LIMITED, has submitted a
(Principal)

written tender to THE CORPORATION OF THE TOWN OF KINGSVILLE
(Obligee)

dated DECEMBER 13TH, 1999, concerning:

GARBAGE COLLECTION SERVICES FOR THE TOWN OF KINGSVILLE

and the condition of this obligation being such that the Principal shall have the tender accepted within **FORTY-FIVE(45)** days from the closing date of tender,

we, **ZURICH INSURANCE COMPANY**, a corporation created and existing under the laws of Switzerland and duly authorized to transact business of Suretyship in the Province of **ONTARIO** as Surety, agree to issue for and on behalf of the Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

1. - a contract performance bond (100%) of the contract price not exceeding the maximum sum of:

ONE HUNDRED PERCENT OF THE CONTRACT AMOUNT (100%)

2. - a labour and material payment bond for (100%) of the contract price not exceeding the maximum sum of:

ZERO PERCENT OF THE CONTRACT AMOUNT (0%)

This consent shall be null and void unless an application for the said bond(s) is made within thirty (30) days following the award of the contract.

ZURICH INSURANCE COMPANY


WILLIAM M. ORAWSKI, Attorney-In-Fact

IT IS UNDERSTOOD AND AGREED THAT THE FINAL BONDS WILL BE ISSUED FOR A PERIOD OF ONE YEAR, RENEWABLE ON AN ANNUAL BASIS AT THE OPTION OF THE SURETY AND SUBJECT TO NORMAL UNDERWRITING GUIDELINES.

ZURICH INSURANCE COMPANY

HEAD OFFICE FOR CANADA 200 UNIVERSITY AVENUE TORONTO ONTARIO M5H 4B8

BID BOND

No. 6308235-20

\$20,000.00

KNOW ALL MEN BY THESE PRESENTS THAT WINDSOR DISPOSAL SERVICES LIMITED, as Principal hereinafter called the Principal, and ZURICH INSURANCE COMPANY, a corporation created and existing under the laws of Switzerland, and duly authorized to transact the business of Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto THE CORPORATION OF THE TOWN OF KINGSVILLE, as Obligee hereinafter called the Obligee, in the amount of TWENTY THOUSAND.....00/100 Dollars (\$20,000.00) 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 Obligee, dated the 13TH day of DECEMBER, 1999, for GARBAGE COLLECTION SERVICES FOR THE TOWN OF KINGSVILLE, NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall have the tender accepted within FORTY-FIVE (45) 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 Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee 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.

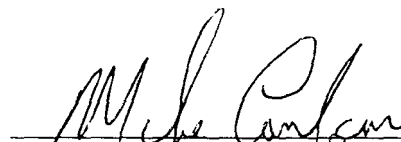
Any suit under this Bond must be instituted before the expiration of six months from the date of this Bond.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this 8TH day of DECEMBER, 1999.

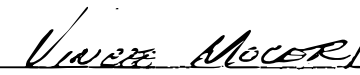
SIGNED and SEALED

In the presence of

WINDSOR DISPOSAL SERVICES LIMITED



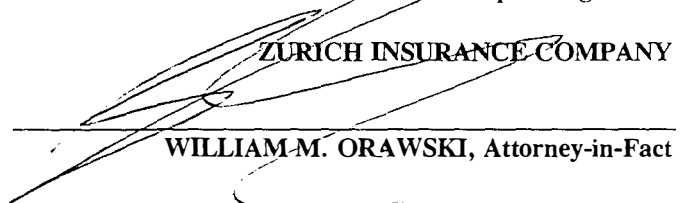
Witness



Principal's Name



Principal's Signature



ZURICH INSURANCE COMPANY
WILLIAM M. ORAWSKI, Attorney-in-Fact

IT IS UNDERSTOOD AND AGREED THAT THE FINAL BONDS WILL BE ISSUED FOR A PERIOD OF ONE YEAR, RENEWABLE ON AN ANNUAL BASIS AT THE OPTION OF THE SURETY AND SUBJECT TO NORMAL UNDERWRITING GUIDELINES.

Endorsed by: ACEC CCA CCPE CSC RAIC

Approved by: INSURANCE BUREAU OF CANADA

CORPORATION OF THE TOWN OF KINGSVILLE

2021 Division Road North
Kingsville, Ontario N9Y 2Y9
Phone: (519) 733-2305 FAX: (519) 733-8108

August 2, 2000

Windsor Disposal Services
2700 Deziel Drive
Windsor, ON N8W 5H8

ATTN: Vince Mocerì

RE: Contract with the Town of Kingsville

Dear Mocerì:

Please find enclosed a copy of the garbage pick-up contract with the Town of Kingsville for the year 2000.

I trust you will find it satisfactory.

Yours truly,

Kim Siddall
Administrative Assistant to Clerk

KS/enclosure 1

c.c. D. Black, Public Works Manager

TENDER

GARBAGE COLLECTION SERVICE
CORPORATION OF THE TOWN OF KINGSVILLE

Tenders will be received by the Dennis Black, Public Works Manager for the collection of residential and commercial garbage for the newly amalgamated Town of Kingsville.

Tender forms will be available at the Town of Kingsville Municipal Office located at 2021 Division Road North, Kingsville Public Works Counter.

Tenders will close Monday, December 13th, 1999 at the hour of 12:00 Noon

A Bid Bond or Certified Cheque in the amount of \$20,000.00 shall be accompanied with the Contract Documents.

The Municipality reserves the right to reject any or all tenders or to accept any Tender should it be deemed in their interest to do so.

Corporation of the Town of Kingsville,
Public Works Counter,
2021 Division Road North,
Kingsville, Ontario
N9Y 2Y9

Dennis Black, Public Works Manager

Phone – (519) 733-2305

Fax – (519) 733-8108

99 /

**ADDENDUM 1 – DECEMBER 9TH, 1999
CORPORATION OF THE TOWN OF KINGSVILLE**

GARBAGE CONTRACT – FORM OF TENDER

I, WINDSOR DISPOSAL SERVICES LTD., having examined the locality and scope of work and having read the specifications for the Garbage Contract of the Town of Kingsville, hereby offer to furnish all equipment and perform all the necessary work described in the above mentioned documents as follows:

Description

- | | | |
|-----|--|---|
| 1. | To collect 6,550 residential and Commercial Units of garbage once weekly for a six-year period, commencing January 1 st , 2000 and ending December 31 st , 2005. | Per Unit Cost for 1 year (2000) <u>\$ 36.67</u> Total Collection Cost <u>\$240,188.50</u> 7% G.S.T. <u>\$16,813.20</u> Total Tender Price <u>\$257,001.70</u> |
| 1b. | Price for collection years 2, 3, 4, 5 and 6 will be adjusted using C.P.I. Index (Canadian Data) | |
| 2. | To provide one additional collection of garbage per week for 80 Commercial Units of garbage for a six-year period commencing January 1 st , 2000 and ending December 31 st , 2005. | Per Unit Cost for 1 year (2000) <u>\$ 130.55</u> Total Collection Cost <u>\$ 10,444.00</u> 7% G.S.T. <u>\$ 731.08</u> Total Tender Price <u>\$ 11,175.08</u> |
| 2b. | Price for collection years 2, 3, 4, 5 and 6 will be adjusted using C.P.I. Index (Canadian Data) | |

If this Tender is accepted and the Contract is awarded to me, I hereby undertake to forthwith enter into a Contract and furnish a Bond satisfactory to the owner guaranteeing the completion of the works.

I further agree to furnish the necessary Bonds and enter into a Contract within fourteen (14) days after the Contract is awarded to me.

Page 2

A Bid Bond, Cash Deposit or Certified Cheque in the amount of \$20,000.00 shall accompany this Tender as surety that the Contractor will enter into a Contract suitable to the Owner in accordance with the Contract Documents.

DATED AT 2700 DEZIEL DRIVE, WINDSOR ONT. this 10TH day of DECEMBER, 1999.

[illegible]

519-944-8009
Telephone Number

STATUTORY DECLARATION OF TENDERER

| | | |
|---------------------|---|-----------------------------------|
| DOMINION OF CANADA |) | IN THE MATTER of a proposed |
| PROVINCE OF ONTARIO |) | Contract for the Collection of |
| COUNTY OF ESSEX |) | Garbage in the Town of Kingsville |
| |) | described in the Form of Tender |

TO WIT:

I/WE WINDSOR DISPOSAL SERVICES LIMITED, 2700 DEZIEL DRIVE
WINDSOR in the County of Essex do
solemnly declare as follows:

1. I am VICE PRESIDENT

(If an individual strike out of * below)

(If an Incorporated Company, state "President", "Secretary" or as the case may be.)

of * the Tenderer herein.

2. I/WE have carefully read through the foregoing Form of Tender and to the best of my/our information, knowledge and belief, the several matters in the said Tender are in all respects, correct and true.

3. I am/We are each of the full age of Twenty-one years or over AND I/WE MAKE this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under Oath and by virtue of "The Canada Evidence Act."

DECLARED BEFORE ME

At the CITY of WINDSOR)
in the County of ESSEX)
this 13TH day of DECEMBER, 1999.)

Thine Moesi

A Commissioner, etc.

LIST OF SENIOR SUPERVISORY STAFF

The following is a list of our senior supervisory staff with a summary of experience of each.

1. Name VINCE MOCERI
Position or Title: PRESIDENT
Qualifications and Experience 15 YEARS EXPERIENCE
RESIDENTIAL PICK-UP OF WASTE, BLUE BOX COLLECTION
2. Name JOHN MOCERI
Position or Title: OPERATIONS MANAGER
Qualifications and Experience 15 YEARS EXPERIENCE
RESIDENTIAL PICK-UP OF WASTE, BLUE BOX COLLECTION
3. Name MIKE COULSON
Position or Title: GENERAL MANAGER
Qualifications and Experience 20 YEARS EXPERIENCE
WASTE HAULAGE AND DISPOSAL

EMERGENCY TELEPHONE NO. 944-8009 which will be manned 24 hours a day, 7 days a week.

I hereby certify that the information given on this statement and in any documents attached is true, correct and complete in every respect.

DATED at 1700 DEZIELDR. WILBUR this 13th day of DECEMBER, 1999.

Mike Carlson.
WITNESS

$$\begin{pmatrix}) \\) \\) \\) \\) \\) \\) \\) \\) \\) \end{pmatrix}$$

Thane Moore
Contractor's Signature or
Authorized Officer

WINDSOR DISPOSAL SERVICES LTD.
Contractor's Name

2700 DEZIEL DRIVE, WINDSOR N8W 5H8
Contractor's Address

CORPORATION OF THE TOWN OF KINGSVILLE

GARBAGE COLLECTION

SPECIFICATIONS

General Description:

The Town of Kingsville is a large municipality, which contains both a rural and urban mix of population totalling approximately 18,500. The Town is bounded by Lake Erie to the south, County Road 8 to the North, the Arner Townline (County Road 23) to the west and the Albuna Townline to the east.

The urban population of the Town consists of the Hamlet of Ruthven, the Village of Cottam and former Town of Kingsville and subdivisions that have located along the Lake Erie shoreline.

The entire Town is serviced by the County of Essex "blue box" program and the Essex-Windsor Solid Waste "white goods" collection program.

The Town of Kingsville Landfill Site #2 tonnage records indicate 5,500 tonnes of garbage was deposited in 1998.

The Contractor is asked to familiarize himself with the Town and should note that the Landfill Site # 2 Transfer Station is located in the Town of Kingsville and the Landfill Site # 3 is located in the Town of Essex on County Road 18, adjacent to the Town of Kingsville.

Specifications:

1. The Contractor shall collect garbage once weekly and provide an additional collection for the commercial businesses located in the former Town of Kingsville.
2. The Contractor shall collect rubbish during normal garbage collection days, and shall proceed with reasonable diligence to complete each rubbish collection thereafter. Such collection shall include all rubbish, including such items as furniture and appliances for residential dwellings and exclude recyclable white goods.
3. The Town is currently collecting 6,550 residential pickups that include commercial, multi-residential and institutional premises. The Town also requires a second weekly pick up on commercial properties located in the former Town of Kingsville.

4. The Contractor starting in the year 2000 shall use the starting base of 6,550 residential garbage pick-up units and 80 commercial pick-up units. For the purpose of this contract a unit of garbage generally equates to 200 pounds or five garbage bags of garbage.
5. The contractor shall also provide a second weekly pick-up for 80 commercial units of garbage for the businesses located in the Town of Kingsville.
6. The Contractor shall furnish all the equipment necessary to collect the garbage and rubbish, and shall have at its disposal during the term of this contract at least four (4) garbage packers (two to be utilized on the collection day or days, and two on standby in the event of a breakdown) and one dump truck. All the equipment used by the Contractor shall be approved by the appropriate authority having jurisdiction and shall be no older than five years.
7. The Contractor shall transport all garbage, rubbish and other refuse to the Town dumping grounds presently known as the Transfer Station, located on Part of Farm Lot 13, Concession 2, Eastern Division, Town of Kingsville, or to such other location as the Town may designate and Landfill Site # 3 adjacent to the Town.
8. The Contractor shall furnish at its own expense all labour and equipment required to carry out the terms of this agreement. To assure the performance by the Contractor of the terms of this agreement, the Contractor shall deposit with the Town a Performance Bond in a form satisfactory to the Town and it shall permit the Town to enforce its rights thereunder with or without the consent of the Contractor. The Bond shall be in an amount equal to the estimated total contract price for the terms hereof at the time of the execution of this agreement.
9. The Contractor shall be deemed to be an independent contractor and is not an employee, servant or agent of the Town. The Contractor shall provide capable and responsible personnel to carry out the terms of this agreement, and it is understood and agreed that its employees, servants or agents are not employees, servants or agents of the Town.
10. The Contractor shall deposit with the Town a public liability and property damage insurance policy in the amount of not less than \$2,000,000.00. The Contractor shall exonerate, indemnify and hold harmless the Town, its officer's employees and agents from and against any and all claims which may be suffered by, arise against, or be charged to, or be recoverable from any one or more of them that in any way are connected, directly or indirectly, with work or services performed by, or that ought to have been performed by the Contractor hereunder. The premium

of such insurance shall be paid by the Contractor for the terms of this contract and the Town shall be shown on the policy as a named insured. The Contractor shall be deemed to hold the provisions of this paragraph that are for the benefit of the Town officers, employees and agents, in trust, for such officers, employees and agents as third party beneficiaries under this Agreement.

11. The Contractor shall perform his duties in a neat workmanlike manner, being courteous to the property owner and collecting litter around the premises in the event that a garbage bag has been broken or torn apart by an animal. All trucks shall be equipped with brooms and shovels.
12. The Contractor shall provide a W.S.I.B. Clearance Certificate to abide with all Ministry of Transportation and Ministry of Labour regulations.
13. The Contractor shall also abide by the Town of Kingsville By-laws establishing and maintaining a system for the collection, removal and disposal of garbage or waste in the Corporation of the Town of Kingsville.

ZURICH INSURANCE COMPANY
HEAD OFFICE FOR CANADA 400 UNIVERSITY AVENUE TORONTO, ONTARIO M5G 1S7
PERFORMANCE BOND IN A MULTI-YEAR CONTRACT

BOND NO.: 6312961 **\$ 268,176.78**

KNOW ALL MEN BY THESE PRESENTS THAT WINDSOR DISPOSAL SERVICES LIMITED as Principal, hereinafter called the Principal, and **ZURICH INSURANCE COMPANY** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto THE CORPORATION OF THE TOWN OF KINGSVILLE as Obligee, hereinafter called the Obligee, in the amount of TWO HUNDRED AND SIXTY-EIGHT THOUSAND ONE HUNDRED AND SEVENTY-SIX-----
-----76/100Dollars (\$268,176.78) 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 1ST OF JANUARY, 2000 for
RESIDENTIAL GARBAGE COLLECTION

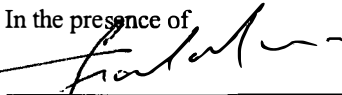
in accordance with the Contract Documents submitted therefore which are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal, for the period stated in condition (a) eof, shall well and truly keep, do and perform each and every, all and singular, the matters and things in the Contract set forth and specified to be by the said Principal, kept, done and performed at the time and in the manner in the Contract specified, and shall pay over, make good and reimburse to the above named Obligee, all loss, damages and costs which said Obligee may sustain by reason of failure or default of the part of the Principal under the Contract, then this obligation shall be void, otherwise to be and remain in full force and effect.


PROVIDED, HOWEVER, this Bond has been executed by the Principal and Surety subject to the following conditions:

- (a) Notwithstanding anything contained in this Bond or in the Contract, it is expressly agreed and understood that this Bond covers only twelve months of the said Contract term, the intention being that the liability of the Surety shall apply only to the work undertaken by the Principal from the 1ST DAY OF JANUARY, 2000 to the 31ST DAY OF DECEMBER, 2000 and shall not extend to include any further period, unless renewed by endorsement at the sole discretion of the Surety. Failure by the Surety to renew this Bond shall not constitute a default under this Bond; and
- (b) The Surety's liability under this Bond shall not be cumulative and shall not exceed, in the aggregate, the amount of **TWO HUNDRED AND SIXTY-EIGHT THOUSAND ONE HUNDRED AND SEVENTY-SIX**.....
.....**78/100 DOLLARS, (\$268,176.78);** and
- (c) No right of action shall accrue on this Bond , to or for the use or benefit of, any other person or corporation than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee; and
- (d) Any suit under this Bond must be instituted before the expiration of thirty (30) days following the term specified in condition (a).

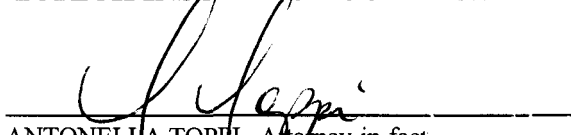
IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond this 19TH day of JULY, 2000

SIGNED and SEALED
In the presence of


Witness as to Principal

WINDSOR DISPOSAL SERVICES LIMITED


Principal

ZURICH INSURANCE COMPANY


ANTONELLA TOPPI, Attorney-in-fact