

THE MUNICIPALITY OF SOUTHWEST MIDDLESEX
BY-LAW NO. 2015/069

**Being a by-law to authorize the Mayor and the Administrator/Clerk
to enter into an agreement with the Limerick Road and Trillium Drive
Landfill Sites Contractor**

WHEREAS the Municipal Act, 2001, Chapter 25, Section 11, allows that by-laws may be passed by the councils of local municipalities within the specific spheres of jurisdiction;

AND WHEREAS the Council of the Municipality of Southwest Middlesex has accepted the quotation submitted by Sholdice Excavating for contracting services for a three year term for the Limerick Road Landfill Site and for the Trillium Drive Landfill Site;

AND WHEREAS the Municipality of Southwest Middlesex and Sholdice Excavating have agreed to the terms and conditions as set out in the attached Schedules "A" & "B" to this by-law being the "2016 – 2018 Contract" (January 1, 2016 to December 31, 2018);


NOW THEREFORE BE IT ENACTED AS FOLLOWS:

1. That the Mayor and the Administrator/Clerk are hereby authorized to sign and affix the Seal of the Corporation to the Agreements affixed hereto between the Municipality of Southwest Middlesex and Sholdice Excavating.

Read a first and second time this 12th day of August, 2015.




Mayor




Administrator/Clerk

Read a third time and finally passed this 12th day of August, 2015.



Mayor



Administrator/Clerk

MUNICIPALITY OF SOUTHWEST MIDDLESEX

2016 - 2018 CONTRACT

FOR

Limerick Road Landfill Site Supervision, Operation and Maintenance Contract

LOCATION:

724 Limerick Road in the Municipality of Southwest Middlesex.

SCOPE OF WORK:

1. This agreement shall become effective January 1, 2016 and shall be for a term of three years, expiring on December 31, 2018.
2. The Limerick Road Landfill Site will be open to the Public on the following days:

Wednesday, from 12:00 p.m. to 5:00 p.m.

Saturday, from 9:00 a.m. to 5:00 p.m.

The number of hours of operation may be subject to change, at which time the contract price will be pro-rated.

During these specified hours of operation the Contractor (or representative) will be present to carry out his or her duties as specified in the job description. Also there will be time needed to do the necessary book work.

3. That, if any of the above dates fall on a statutory holiday, the Landfill Site shall be closed, the Contractor shall not be required to work. Statutory holidays are New Years Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and Family Day.
4. That persons wishing to use the Landfill Site on days other than those when the site is normally open to the public be required to:
 - a.) Notify the site supervisor at least 24 hours in advance.
 - b.) Post a \$1500 performance bond in the form of a certified cheque made payable to the Municipality of Southwest Middlesex. The cheque shall be presented to the Municipality of Southwest Middlesex and, if all requirements are satisfied, returned after the use of the Landfill Site is completed. If additional maintenance costs (i.e. moving and covering of garbage) result from this use, the hourly cost of the maintenance shall be deducted from the bond before it is returned, or be paid directly to the Contractor.
 - c.) Pay the Contractor the labour costs for the Supervision of the Landfill Site.
 - d.) These regulations do not apply to those who hold contracts for waste disposal with the Municipality.

5. The Contractor shall provide all necessary equipment and labour to carry out his or her duties as outlined. These duties shall be carried out in an environmentally safe manner and to the satisfaction of the Public Works Manager or his/her designate.
6. The Contractor shall move, compact and cover all household garbage and refuse within 24 hours of the Landfill Site being closed to the Public, weather permitting.
7. The Municipality will supply suitable cover material in close proximity to the designated Garbage and Refuse area to be used by the contractor.
8. The Contractor shall move and maintain all separated materials, i.e. brush, metal, tires, compost, concrete etc. These separated materials shall be kept in an orderly fashion within their designated areas to the satisfaction of the Public Works Manager or his/her designate.
9. The Contractor shall be available for extra work at the site, above the normal duties of this contract as instructed by the Public Works Manager or his/her designate. The price of this extra work will be at the contract price per hour as specified by the contractor on the tender form provided.
10. The Contractor shall provide alternative equipment within 24 hours, in case of mechanical failure or breakdown to ensure that the moving and covering operation continues on scheduled days. Further, that the Contractor must notify the Public Works Manager or his/her designate 24 hours prior to the replacement of equipment for the approval of the type of equipment being substituted.
11. The Contractor shall provide alternative labour within 24 hours, in case of their physical inability to carry out his or her specified duties to ensure that all contract obligations are fulfilled. Further, that the Contractor must notify the Public Works Manager or his/her designate at least 24 hours prior to the replacement performing their duties.
12. The Contractor shall save harmless The Municipality of Southwest Middlesex from all loss, damage, cost, charges or expenses of any kind which they may incur in carrying out the terms of this Contract, through their neglect or omission.
13. The Contractor agrees to take proper precautions to prevent accidents to any persons or property in carrying out the terms of this contract.
14. The Contractor shall provide the Municipality with a Certificate of W.S.I.B. or alternate insurance as well as Liability Insurance with a minimum of \$1,000,000.00 coverage.
15. Should the Municipality of Southwest Middlesex incur, pay or be assessed for any loss, damages, costs, charges or expenses, due the Contractors error or omission, the Contractor shall upon demand, repay the same to the Municipality of Southwest Middlesex.
16. In the event that the Contractor does not properly and faithfully carry out their duties under this Contract to the satisfaction of the Public Works Manager or his/her designate, Municipality of Southwest Middlesex Council, The Municipality of Southwest Middlesex may cancel the Contract with thirty days written notice to the Contractor.
17. If, for reasons other than non-performance of the work, it is deemed necessary to cancel the contract, such cancellation shall only be made upon thirty days written notice by either party.

18. The Contractor or his employee while on duty is required to have an operating cell phone in his or her possession at all times during times of operation which is included in the monthly rate.

EQUIPMENT AND SUB-CONTRACTORS:

The Contractor will be required to supply all necessary machinery to fulfill the duties of this contract. The machinery required to move, compact and cover the garbage and refuse will have a minimum gross weight of 15 tons.

Although not required, a sheep's foot compactor with a split drum and dozer blade would be an excellent choice of machinery for this type of work.

LIST TYPE AND MODEL OF ALL MACHINERY TO BE USED FOR THE CONTRACT, ALSO INCLUDE GROSS WEIGHT OF ALL MACHINERY

LIST ANY SUB-CONTRACTORS

CONTRACT PRICE RATES:

This contract rate for 2016 is equal to the 2015 rate plus the 2015 CPI, the 2017 is equal to the 2016 rate plus the 2016 CPI, the 2018 is equal to the 2017 rate plus the 2017 CPI.

All rate increases will take effect January 01 of each year of the contract. The rates for the life of the contract are as follows:

2016 = \$2,441.90 plus CPI for the year 2015

2017 = 2016 rate plus CPI for the year 2016

2018 = 2017 rate plus CPI for the year 2017

Prices for Extra Work Performed during the life of the Contract

Price for extra work per hour for machinery and labour
(Maintenance work) (total including all applicable taxes) _____ \$ 55.00

Price for extra work per hour for Supervision labour
(total including all applicable taxes) _____ \$15.00

Form of Contract

To: The Mayor and Council, Municipality of Southwest Middlesex, hereinafter called "Municipality".

Contract for: Limerick Road Landfill Site Supervision, Operation and Maintenance Contract

By: SHOLDICE EXCAVATING.
Name of firm or individual

Address: PO Box 72 NEWBURY

Name of Person Signing for Firm: MIKE SHOLDICE

Position of Person Signing for Firm: OWNER / OPERATOR.

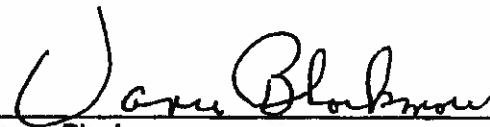
Telephone: 519-872-4357 Facsimile: _____

I / WE, the Contractor, having carefully examined the site of the proposed work, and having read, understood, and accepted the Scope of Work and Job Description listed herein, each and all of which form part of this contract, hereby offer to furnish all machinery (as listed) and labour to complete the work in strict accordance with the Specifications and Conditions listed herein.

Signed at the Municipality of Southwest Middlesex office in the County of Middlesex, this the 21 day of JULY, 2016.



Mr. Mike Sholdice
Contractor



Vance Blackmore,
Mayor of the Municipality of Southwest Middlesex



Janneke Newitt,
Administrator \ Clerk for the Municipality of Southwest Middlesex

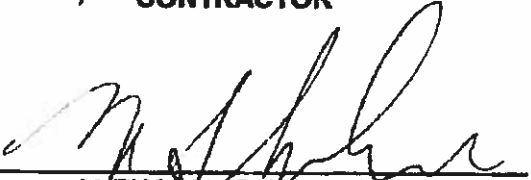
LIMERICK ROAD LANDFILL SITE SUPERVISOR/MAINTENANCE CONTRACT

HOLD HARMLESS AGREEMENT

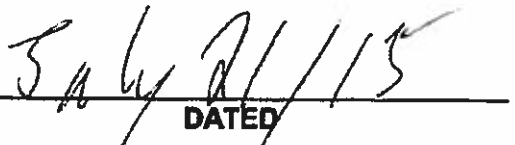
The Contractor covenants and agrees to indemnify and save harmless the Municipality of Southwest Middlesex of and from all claims, demands, actions and causes of actions which may arise or exist, as a result of the work and undertaking of the Contractor.



CONTRACTOR



AUTHORIZED SIGNATURE



DATED

Seal if incorporated

MUNICIPALITY OF SOUTHWEST MIDDLESEX

2016 – 2018 CONTRACT

FOR

Ward 1 / Trillium Drive Landfill Site Supervision, Operation and Maintenance Contract

LOCATION:

3945 Trillium Drive in the Municipality of Southwest Middlesex.

SCOPE OF WORK:

1. This agreement shall become effective January 1, 2016 and shall be for a term of three years, expiring on December 31, 2018.
2. The Trillium Drive Landfill Site will be open to the Public from November 1 to March 31 – eight hours per week being:

Saturday - 9:00 a.m. to 5:00 p.m.

And from April 1 to October 31 – thirteen hours per week being:

Tuesday from 12:00 p.m. to 5:00 p.m.

Saturday from 9:00 a.m. to 5:00 p.m.

The number of hours of operation may be subject to change, at which time the contract price will be pro-rated.

During these specified hours of operation the Contractor (or representative) will be present to carry out his or her duties as specified in the job description. Also there will be time needed to do the necessary book work.

3. That, if any of the above dates fall on a statutory holiday, the Landfill Site shall be closed, the Contractor shall not be required to work. Statutory holidays are New Years Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and Family Day.
4. That persons wishing to use the Landfill Site on days other than those when the site is normally open to the public be required to:
 - a.) Notify the site supervisor at least 24 hours in advance.
 - b.) Post a \$1500 performance bond in the form of a certified cheque made payable to the Municipality of Southwest Middlesex. The cheque shall be presented to the Municipality of Southwest Middlesex and, if all requirements are satisfied, returned after the use of the Landfill Site is completed. If additional maintenance costs (i.e. moving and covering of garbage) result from this use, the hourly cost of the maintenance shall be deducted from the bond before it is returned, or be paid directly to the Contractor.
 - c.) Pay the Contractor the labour costs for the Supervision of the Landfill Site.
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6. The Contractor shall move, compact and cover all household garbage and refuse within 24 hours of the Landfill Site being closed to the Public, weather permitting.
7. The Municipality will supply suitable cover material in close proximity to the designated Garbage and Refuse area to be used by the contractor.
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13. The Contractor agrees to take proper precautions to prevent accidents to any persons or property in carrying out the terms of this contract.
14. The Contractor shall provide the Municipality with a Certificate of W.S.I.B. or alternate insurance as well as Liability Insurance with a minimum of \$1,000,000.00 coverage.
15. Should the Municipality of Southwest Middlesex incur, pay or be assessed for any loss, damages, costs, charges or expenses, due the Contractors error or omission, the Contractor shall upon demand, repay the same to the Municipality of Southwest Middlesex.
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2016 = \$2,851.20 plus the CPI for the year 2015

2017 = 2016 rate plus the CPI for the year 2016

2018 = 2017 rate plus the CPI for the year 2017

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Price for extra work per hour for machinery and labour
(Maintenance work) (Total including all applicable taxes) ----- \$ 55.00

Price for extra work per hour for Supervision labour
(Total including all applicable taxes) ----- \$15.00

Form of Contract

To: The Mayor and Council, Municipality of Southwest Middlesex,
hereinafter called "Municipality".

Contract for: Ward 1/ Trillium Drive Landfill Site Supervision, Operation and
Maintenance Contract

By: SHOLDICE EXCAVATING.
Name of firm or individual

Address: PO Box 72 NEWBURY

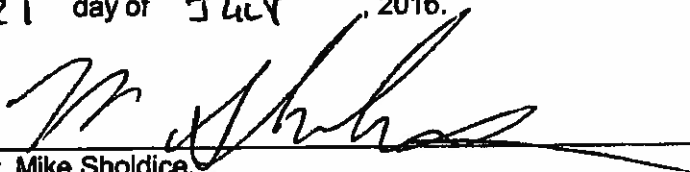
Name of Person Signing for Firm: MIKE SHOLDICE


Position of Person Signing for Firm: OWNER / OPERATOR.

Telephone: 519-872-4357 Facsimile: _____

I / WE, the Contractor, having carefully examined the site of the proposed work, and having read, understood, and accepted the Scope of Work and Job Description listed herein, each and all of which form part of this contract, hereby offer to furnish all machinery (as listed) and labour to complete the work in strict accordance with the Specifications and Conditions listed herein.

Signed at the Municipality of Southwest Middlesex office in the County of Middlesex, this the
21 day of JULY, 2016.

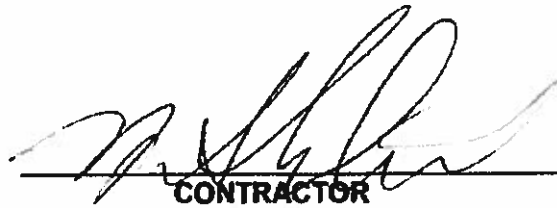

Mr. Mike Sholdice,
Contractor


Vance Blackmore,
Mayor of the Municipality of Southwest Middlesex


Jannette Newitt,
Administrator \ Clerk for the Municipality of Southwest Middlesex

WARD 1 / TRILLIUM DRIVE LANDFILL SITE SUPERVISOR/MAINTENANCE CONTRACT
HOLD HARMLESS AGREEMENT

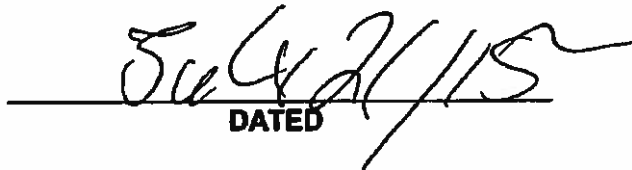
The Contractor covenants and agrees to indemnify and save harmless the Municipality of Southwest Middlesex of and from all claims, demands, actions and causes of actions which may arise or exist, as a result of the work and undertaking of the Contractor.



CONTRACTOR



AUTHORIZED SIGNATURE



DATED

Seal if incorporated