

THE CORPORATION OF THE CITY OF ELLIOT LAKE

**TENDER FOR
SLUDGE HAULAGE SERVICES
CONTRACT NO. ENV-2021-01**

SEALED TENDERS, enclosed in an envelope clearly identified as Tender for Sludge Haulage Services will be received by the undersigned until 3:00 p.m., local time, Tuesday, March 30th, 2021.

Contract documents and specifications may be obtained on the City of Elliot Lake website at <http://cityofelliottlake.com/en/cityhall/tenders.asp> .

Mr. Daryl Halloch
Director of Public Works
45 Hillside Drive North
Elliot Lake, ON P5A 1X5
dhalloch@city.elliottlake.on.ca

Please note that all bidders are invited to attend the tender opening at the Municipal Offices immediately following the closing time.

The Corporation is not bound to accept the lowest or any tender and reserves the right to reject all tenders. The Corporation also reserves the right to evaluate the tenders in any manner it deems fit.

N. Bray, Clerk
Municipal Offices
45 Hillside Drive North
ELLIOT LAKE, ONTARIO
P5A 1X5

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Tender for – SLUDGE HAULAGE SERVICES – Contract No. ENV-2021-01

TO: ALL BIDDERS

SUBJECT: **CONTRACT NO. ENV-2021-01, TENDER FOR SLUDGE HAULAGE SERVICES**

The City of Elliot Lake is requesting tenders for the Sludge Haulage for the period of **May 1st, 2021 to May 31st, 2024.**

Attached is the subject tender that must be submitted to the City of Elliot Lake, 45 Hillside Drive North, Elliot Lake **NO LATER THAN** 3:00 p.m., local time, on Tuesday, March 30th,2021.

The City Clerk will open tenders immediately following the closing time.

**The Corporation is not bound to accept the lowest or any tender and reserves the right to reject all tenders.
The Corporation also reserves the right to evaluate the tenders in any manner it deems fit.**

Yours truly



Daryl Halloch
Director of Public Works
City of Elliot Lake

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Tender for – SLUDGE HAULAGE SERVICES – Contract No. ENV-2021-01

SECTION I

TENDER FORM

Tender By: _____
Firm's Name

Address

To: His Worship the Mayor and Members of Council
City of Elliot Lake
45 Hillside Drive North
ELLIOT LAKE, ON P5A 1X5

herein referred to as the "Owner"

We have carefully examined the specifications and acquainted ourselves with the existing site conditions and limitations, hereby offer to provide all labour, materials, services and equipment to perform the "SLUDGE HAULAGE SERVICES" contract in conformity with the requirements contained herein, for the amount of:

_____ (\$ _____)

which total has been calculated using the follow schedule of unit prices and estimated quantities. In case of any conflict between the unit prices and such totals based upon the estimated quantities, the unit prices shall prevail.

We also agree as follows:

- First:* Within seven days from the date of notification of acceptance of this proposal, to execute the Contract and to furnish to the Corporation satisfactory Performance Guarantee as specified in the Instructions to Bidders guaranteeing the faithful performance of the work.
- Second:* To leave this tender open for acceptance for a period of 90 days from the closing date of tender.

THE BIDDER ALSO AGREES THAT,

- a) if this Tender is accepted, the Bidder will execute whatever additional or extra work as may be required, or delete such work as is not required, as directed by the Director of Public Works;
- b) if this Tender is accepted, the Bidder shall enter into a contract agreement and provide the required performance security and certificate(s) of insurance within seven (7) days upon receiving written notice. The work shall be completed in accordance with the Schedule in the Information to Bidders;
- c) no officer or employee of the Owner is, or will become, interested directly or indirectly as a contracting party, partner, shareholder, 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 thereof, or in any of the monies to be derived there from.

Dated at _____ this _____ day of _____ 2021.

WITNESS: TENDERER, AND SIGNATURE OF SIGNING OFFICER

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Tender for – SLUDGE HAULAGE SERVICES – Contract No. ENV-2021-01

SCHEDULE OF UNIT PRICING

Item	Haulage Volume (approximate)	Destination	Item Unit Price per M ³	Total Item Price for One Year Contract	Total Item Price for Duration of 3 Year Contract
1 - Digested Municipal Wastewater Sludge	410 m ³ / month (4,920 m ³ / year)	Elliot Lake Wastewater Treatment Plant to Waste Disposal Site at Municipal Airport			
2 - Dewatered Municipal Water Treatment Sludge	115 m ³ / month (1,380 m ³ / year)	Elliot Lake Water Treatment Plant to Horne Lake Lift Station			
Total Bid Price (exclusive of all taxes)					

LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED

The Corporation of the City of Elliot Lake is not bound to accept the lowest or any tender and reserves the right to reject all tenders. The Corporation also reserves the right to evaluate the tenders in any manner it deems fit.

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Tender for – SLUDGE HAULAGE SERVICES – Contract No. ENV-2021-01

SECTION II

CHECKLIST

The following checklist has been included to ensure that all of the City's requirements are met:

1. Tender Deposit and Performance Guarantee as outlined in Section I, Article 4 of the tender document.

2. Please provide two (2) complete copies (including the Tender Bid Form with one (1) complete copy designated as the original).

3. Return the Tender Bid Form(s) properly completed and signed where indicated.

4. Return the Specification Pages, initialled on each page.

5. Ensure the Addendum Acknowledgment Section of the Tender Bid Form has been completed if any addendums have been issued. Failure to complete this section when addendums have been issued may render your Tender as non-compliant.

6. The Information to Bidders Section and Specifications have been carefully reviewed and all requirements have been submitted with your Tender.

7. The Corporation is not bound to accept the lowest or any tender and reserves the right to reject all tenders. The Corporation also reserves the right to evaluate the tenders in any manner it deems fit.

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Tender for – SLUDGE HAULAGE SERVICES – Contract No. ENV-2021-01

INSTRUCTIONS TO BIDDERS

1. Preparation of Tenders

All tenders must be submitted on the blank tender form provided and must be signed by the Bidder and witnessed. The Bidder must give the lump sum price for the work both in words and in figures.

To ensure consideration, tenders shall be enclosed in a sealed envelope clearly identified as Tender for SLUDGE HAULAGE SERVICES. Care should be taken to ensure bidder's name and address are in the space provided in the left hand corner of the envelope.

Tenders must be submitted by 3:00 p.m. local time, Tuesday, March 30th, 2021.

2. Discrepancies, Omissions, Interpretations

Should a Bidder find discrepancies in or omissions from the Contract Documents, or be in doubt as to any meaning, or have any questions whatsoever in connection with this tender inquire directly to Mr. Daryl Halloch, Director of Public Works, Elliot Lake - telephone (705) 848-2287 ext 2601. No oral interpretation will be effective to modify any provision of the Contract Documents. Any modification will be by an addendum issued by the Director of Public Works and sent to all Bidders.

3. Addenda

Bidders may, during the tender period, be advised by addenda of required additions to, deletions from or alterations in the requirements of the Tender Documents.

All Addenda will be posted on the City of Elliot Lake website. It is the responsibility of all prospective bidders to monitor the website and ensure that any change to the tender document in the form of an addendum is responded to appropriately.

Addenda will be issued under the following circumstances:

- a) Interpretation of Tender documents as a result of queries from prospective bidders;
- b) Revision, deletions, additions or substitutions of any portion of Tender documents.

All such changes as addressed in the addenda shall become an integral part of the Tender documents and shall be allowed for in arriving at the Tender price.

Addendums, which have financial implication and have not been acknowledged on the Tender Bid Form, will be automatically rejected.

Oral instructions shall not be considered valid unless the Director of Public Works confirms them in writing.

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Tender for – SLUDGE HAULAGE SERVICES – Contract No. ENV-2021-01

4. Tender Deposit and Performance Guarantee

One of the following three options must accompany each tender:

Option One:

A tender deposit in the form of a certified cheque, cash or letter of credit in the amount of 10% of the contract price, and;

an Agreement to Bond from a Bonding Company whereby the Bonding Company agrees to provide a 100% Performance Bond, in a form acceptable to the Director of Finance.

Option Two:

A tender deposit in the form of a Bid Bond in the amount of 10% of the contract price, and;

an Agreement to Bond from a Bonding Company whereby the Bonding Company agrees to provide a 100% Performance Bond, in a form acceptable to the Director of Finance.

Option Three:

A deposit in the form of a Letter of Credit, cash or certified cheque in the full amount of the contract.

An Agreement to Bond for any previous tender, or a Performance Bond from any previous contract is not an acceptable alternative to the Agreement to Bond requested.

5. Validity of Tenders

All Bid submissions will be reviewed to confirm the absence of bid irregularities as defined in City of Elliot Lake Procurement By-Law 04-48. All irregularities identified will be dealt with as outlined in Appendix “C” of the Procurement Policy. The By-Law is available for download at no charge on the City of Elliot Lake website.

6. Conflict of Interest

All firms are required to disclose to the City any potential Conflict of Interest, may it be pecuniary or otherwise. If a conflict of interest does exist with the potential successful Bidder, the City may, at its discretion, refrain from awarding the project to the Bidder.

The Bidder covenants that it presently has no interests and it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder. The Bidder further covenants that in the performance of this contract no person having such known interest shall be employed.

7. Exclusivity Clause

The City makes no guarantee of the value or volume of work to be assigned to the successful Bidder. The Agreement executed with the successful Bidder will not be an exclusive contract for the provision of the described deliverables. The City may contract with others for the same or similar deliverables to those described or may obtain the same or similar deliverables internally.

8. Indemnification

The successful Bidder shall indemnify and hold harmless the City of Elliot Lake, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City of Elliot Lake and against all loss,

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Tender for – SLUDGE HAULAGE SERVICES – Contract No. ENV-2021-01

liability, judgements, claims, suits, demands or expenses which the City of Elliot Lake may sustain, suffer or be put to resulting from or arising out of the successful bidder's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the successful bidder, its agent, officials and employees.

9. Acceptance of Terms

Each Bidder, by submitting a Tender, represents that the Bidder has read, understands and accepts the terms and conditions of this tender in full.

10. Tender Expiry Date

Bidders hereby acknowledge that offers contained within their Tenders shall be irrevocable for a period of at least ninety (90) days from the closing date of the Tender or until a contract is awarded with the successful Bidder, whichever comes first.

11. Withdrawal Procedures

A Bidder may request that his or her submitted tender be withdrawn, up until the closing time for a particular contract. Withdrawals can only be made in person and the Bidder wishing to withdraw from a particular tender must attend the City Clerk's office and execute an appropriate withdrawal form, signed by a principal of the bidder, or provide a letter from the Bidder, signed by a principal, withdrawing the Tender.

The withdrawal of a tender does not disqualify a Bidder from submitting another Tender for the same contract provided that all of the tender procedures are observed and the new tender is received prior to the terminal time for closure. However, unless withdrawal procedures have been followed, more than one tender from the same Bidder will result in the disqualification of the Bidder.

The Tender Deposit shall be forfeited to the City when a Bidder attempts to withdraw his or her Tender after Tenders have been opened, in addition to any consequence or legal penalty that may apply.

12. Results

The name of all Bidders and their total bid price shall be deemed public information following the tender opening; however unit prices will not be disclosed where tenders were requested as a total contract price.

13. Assignment and Subletting

The work, to be performed under this Contract, or any part thereof, shall not be assigned or sublet by the Contractor without the written permission of the Corporation. It is further agreed that the said written authority shall not, under any circumstances, relieve the Contractor of his liabilities and obligations under this Contract.

14. WSIB

The **Successful Bidder** shall submit, prior to the signing of the contract, a certificate of good standing from the Worker's Safety and Insurance Board of Ontario.

15. Insurance

The Contractor shall at his own expense, maintain the following minimum insurance while the contract is in force. Such insurance shall be entirely comprehensive for all phases of the work pertaining to this contract.

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Tender for – SLUDGE HAULAGE SERVICES – Contract No. ENV-2021-01

Liability Insurance in the following amounts:

1. Contractor's Public Liability and Property Damage for bodily injury or property damage, not less than \$5,000,000.00.
2. Automobile Public Liability and Property Damage for bodily injury or property damage, not less than \$5,000,000.00 inclusive for any one occurrence.

The Contractor shall indemnify and save harmless the Corporation of the City of Elliot Lake from and against all claims, demands, loss, damages and costs resulting directly or indirectly from the performance of the work.

The certificate(s) of insurance and copies of insurance policy(ies), each naming the Corporation of the City of Elliot Lake as an insured, must be filed with the City Clerk upon execution of the Contract.

16. WHMIS

The **Successful Bidder** will provide a list of Workers/Employees who will be reporting to the City of Elliot Lake job sites and proof of WHMIS training for each.

17. Renewal of Insurance and WSIB

The **Successful Bidder** will provide proof of valid Insurance and WSIB on each and every anniversary date of the policy during the life of this or any other contract with the City of Elliot Lake. Verification is to be sent to the Director of Public Works, City of Elliot Lake, 45 Hillside Drive North, Elliot Lake, Ontario P5A 1X5.

18. Contract Cancellation Procedures

Either Party (Successful Bidder and the City of Elliot Lake) reserve the right to cancel this contract by providing written notice to the other Party within 10 business days of the awarding of the Contract.

19. Record and Reputation

Without limiting or restricting any other right or privilege of the City and regardless of whether or not a Tender or Proposal or Proponent/Bidder otherwise satisfies the requirements of a Tender or RFP, the City may reject summarily any Proposal or Tender from any person where:

1. In the opinion of the Council of the City of Elliot Lake or the Director of Public Works, the commercial relationship between the City and the Bidder/Proponent has been impaired by the prior and/or current act(s) or omissions(s) of such Bidder/Proponent including but not limited to:
 - a) litigation with City of Elliot Lake;
 - b) the failure of the Proponent/Bidder to pay, in full, all outstanding payments (and where applicable, interests and costs) owing to the City by such Proponent/Bidder, after the City has made demand for payment of same;
 - c) the refusal to follow reasonable directions of the City or to cure a default under any contract with the City as and when required by the City or the City's Representatives;
 - d) the Proponent/Bidder refusing to enter into a contract with the City after the Proponent or Bidders tender or proposal, bid or quote has been accepted by the City;
 - e) the Bidder/Proponent refusing to perform or to complete performance of a contract with the City, at any time, after the Proponent has been awarded the contract by the City;

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Tender for – SLUDGE HAULAGE SERVICES – Contract No. ENV-2021-01

- f) acts(s) or omission(s) resulting in a claim by the City under a bid bond, a performance bond, a warranty bond or any other security required to be submitted by the Proponent on a RFP or a Tender; within the five (5) year period immediately preceding the date on which the RFP/Tender is awarded;
2. In the opinion of the Council of the City of Elliot Lake or the Director of Public Works, there are reasonable grounds to believe that it would not be in the best interests of the City to enter into a contract with the Proponent/Bidder, including (without limiting the generality of the foregoing);
- a) the conviction of that person or any person with whom that person is not at arm's length within the meaning of the Income Tax Act (Canada) of an offence under any taxation statute in Canada;
 - b) The conviction or finding of liability of that person under the Criminal Code or other legislation or law, whether in Canada or elsewhere and whether of a civil, quasi-criminal or criminal nature, of moral turpitude including but not limited to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation.
 - c) The conviction or finding liability of that person under the Environmental Protection Act, or corresponding legislation of any other province or any member of the European Union or the United States of America, where the circumstances of that conviction evidence a gross disregard of the part of that person for the environmental well-being of the communities in which it carries on business;
 - d) the conviction or finding of liability of that person relating to product liability or occupational health or safety, whether of Canada or elsewhere, where the circumstances of that conviction evidence a gross disregard on the part of that person for the health and safety of its workers or customers;
 - e) The conviction or finding of liability of that person under the Securities Act or the corresponding legislation of any other province or any member of the European Union or the United States of America or any state thereof.

20. Terms of Payment

The terms of payment for all invoices relating to the tender/proposal are **net 30 days** unless otherwise specified in the document.

21. References

The Bidder shall be competent and capable of performing the various items of work. The Bidder shall complete the following statement sheets, which shall form a part of the Contract Documents:

- a) Bidder's experience in similar work completed within the last five years with appropriate references;

The Bidder may be required to furnish additional statements covering other matters.

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Tender for – SLUDGE HAULAGE SERVICES – Contract No. ENV-2021-01

ADDENDUM ACKNOWLEDGMENT FORM

Failure to complete this section when addendums have been issued may render your Tender as non-compliant. Please ensure you complete this section if an addendum(s) has been issued.

If awarded the contract, the Bidder agrees to complete the work in accordance with the Tender Specifications, and the following Addenda:

Addendum No._____, dated_____, 2021. Addendum No._____, Dated_____, 2021.

Addendum No._____, dated_____, 2021. Addendum No._____, Dated_____, 2021.

I have read, acknowledge and understand all terms, conditions and requirement contained in this tender:

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX #: _____ E-MAIL: _____

NAME AND POSITION OF PERSON SIGNING: _____
(Please Print)

SIGNATURE: _____ DATE: _____

“I have the authority to bind the Corporation/Company/Partnership”

LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED

The Corporation of the City of Elliot Lake is not bound to accept the lowest or any tender and reserves the right to reject all tenders. The Corporation also reserves the right to evaluate the tenders in any manner it deems fit.

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Tender for – SLUDGE HAULAGE SERVICES – Contract No. ENV-2021-01

SECTION III

AGREEMENT

THIS AGREEMENT made in duplicate the _____ day of _____
in the year Two Thousand Twenty One by and between

Hereinbefore and hereinafter called the "**Contractor**"
and

Hereinbefore and hereinafter called the "**Owner**"

WITNESSETH: That the Contractor and Owner for the considerations hereinafter indicated undertake and agree as follows:

ARTICLE I

The Instructions to Bidders, the Tender Form with the Schedule of Unit Prices, and Specifications/Terms of Reference are to be read herewith and form part of the present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof had been embodied herein.

ARTICLE II

The Contractor undertakes and agrees:

- a) To provide all necessary labour, equipment and materials and perform all the works as described in the Contract Specifications entitled:

CONTRACT NO ENV-2021-01, SLUDGE HAULAGE SERVICES

which were prepared by The Corporation of the City of Elliot Lake, Operations Department,
3 Timber Road, Elliot Lake, Ontario.

- b) To do and fulfill everything indicated by this agreement and the Instructions to Bidders and Specification/Terms of Reference.
- c) To commence the work within seven days of being given written notice to proceed with the work and complete, substantially, all the work to which this agreement refers by a date mutually agreed upon by both parties.

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Tender for – SLUDGE HAULAGE SERVICES – Contract No. ENV-2021-01

ARTICLE III

The owner undertakes and agrees:

To pay the Contractor in lawful money of Canada for the performance of the work (subject to additions and deductions as provided in the General Conditions of the Contract) at the lump sum price

_____ (\$_____)

ARTICLE IV

The Contractor and the Owner for themselves, their successors, and assigns, hereby undertake and agree to the full performance of the covenant contained herein and in the General Conditions of the Contract, and that this Agreement with the General Conditions of the Contract, the Tender with the Schedule of Unit Prices, and the Specifications constitute the Contract and the Plans.

ARTICLE V

The Contractor agrees to carry out this Agreement in a manner calculated to avoid additional expenses and additional legal costs being incurred by the Owner and undertakes to indemnify the Owner for all such additional legal expenses and any legal costs arising from the carrying out of this Agreement including, without limited the generality of the foregoing, the Contractor agrees to indemnify the Owner for all legal expenses and legal costs that the Owner may be compelled to pay in respect of any Lien claim or claims which may be claimed or registered.

ARTICLE VI

The terms “Owner”, and “City” and “Corporation” as mentioned in the Agreement, the Information for Bidders, the Tender, the General Conditions and the Special Conditions of the Contract, and Specifications, shall mean “The Corporation of the City of Elliot Lake.”

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Tender for – SLUDGE HAULAGE SERVICES – Contract No. ENV-2021-01

ARTICLE VII

If and whenever either party hereto desires to give notice to the other party or in connection with this Agreement, such notice will be effectively given if sent by registered mail to:

The Contractor at

The Owner at

Municipal Office
45 Hillside Drive North
Elliot Lake, ON P5A 1X5

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of

(THE CONTRACTOR

(

(BY _____

(AND _____ (SEAL)

(THE CORPORATION OF THE CITY OF ELLIOT LAKE

(

(BY _____

(MAYOR

(

(AND _____ (SEAL)

(CLERK

WITNESS

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Tender for – SLUDGE HAULAGE SERVICES – Contract No. ENV-2021-01

STATEMENT SHEET

BIDDER'S EXPERIENCE IN PERFORMING SIMILAR SERVICES

YEAR COMPLETED	DESCRIPTION OF CONTRACT	FOR WHOM WORK PERFORMED	VALUE

BIDDER'S SENIOR STAFF

NAME	APPOINTMENT	QUALIFICATIONS AND EXPERIENCE

BIDDER'S SYSTEM CERTIFICATE

	CERTIFICATE NUMBER
PROVISIONAL WASTE MANAGEMENT SYSTEM CERTIFICATE OF APPROVAL	

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Tender for – SLUDGE HAULAGE SERVICES – Contract No. ENV-2021-01

TO BE RETURNED WITH TENDER

THE CORPORATION OF THE CITY OF ELLIOT LAKE
PLANTS DEPARTMENT
TENDER FOR
SLUDGE HAULAGE
CONTRACT NO. ENV-2021-01

The Contractor shall list below a full description of the machinery and equipment proposed to use on this contract.

ITEM NAME	DESCRIPTION	CONDITION	AGE

Tender for – SLUDGE HAULAGE SERVICES – Contract No. ENV-2021-01

SECTION IV

SPECIFICATIONS – Contractor Requirements

1.0 Scope

This Contract shall include the provision of all labour, materials and equipment necessary for hauling sludge. The Contractor understands and agrees to the following:

Supply tanker truck with hydraulic or vacuum lift and haul approximately 410 m³ per month, during normal working hours (one day per week) from the Esten Lake Wastewater Treatment Plant to the disposal site near the Municipal Airport (9.5 km one way).

Supply tanker truck with hydraulic or vacuum lift and haul approximately 115 m³ per month, during normal working hours from the Water Treatment Plant on Spine Road to Horne Lake Lift Station (2 km one way).

The haulage schedule will be established at the commencement of the contract. City of Elliot Lake haulage schedule is to be strictly adhered to and only amended at the request or consent of Plants Department supervisory personnel.

2.0 Equipment Minimum Specifications

Vacuum truck supplied must have a minimum capacity of 14.54 m³ (3200 imperial gallon) tank with top access hatch, suitable personnel access walkways and ladders, and air or hydraulically actuated 6" rear discharge line. The unit must be equipped with no less than a 500 cfm vacuum pump capable of producing a sustained minimum 20 inHg of vacuum.

3.0 Term of Contract

This contract is for 3 years for the period of **May 1st, 2021 to May 31st, 2024**. The start date of the contract may be amended at the discretion of the Director of Public Works to no later than August 1st, 2021. The end date of the contract will remain fixed.

4.0 Certification Requirements

The Contractor must have applicable Ministry of the Environment Certification for the following:

Provisional Certificate of Approval for a Waste Management System, (including approval to haul specified wastes including water and wastewater sludge);

5.0 Site

Bidders shall visit the sites if possible and acquaint themselves with all the existing conditions and limitations of location and make due allowance in their tenders for any such conditions and limitations as they affect the proper carrying out of their work. The Bidder shall not claim at any time after submission of their tender, that there was any misunderstanding of the terms and conditions of the Contract relating to the site conditions.

Tender for – SLUDGE HAULAGE SERVICES – Contract No. ENV-2021-01

6.0 Contractor's Responsibility for Damages

a) The Contractor, his agents, and all workers and persons employed by him/her, or under his/her control, including subcontractors, shall use due care that no person or property is injured and that no rights are infringed upon in the execution of the work, and the Contractor shall be solely responsible for all damages by whomsoever claimable in respect of any injury to persons or to lands, buildings, structures, fences, livestock, trees, crops, roadways, ditches, drains and water courses whether natural or artificial, or property of whatever description, and in respect of any infringement on any right, privilege, or work or any part thereof, or by any neglect, misfeasance or nonfeasance on the Contractor's part or on the part of any of his agents, workers, or persons employed by him/her, or under his/her control, including subcontractors and shall bear the full cost thereof, and shall at his/her own expense make such temporary provisions as may be necessary to ensure the avoidance on any such damage, injury, or menace to the persons and owners the uninterrupted enjoyment of all their rights, in and during the performance of the work, and the Contractor shall indemnify and save harmless the owners from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought, or prosecuted in any manner based upon, occasioned by, or attributed to any such damage, injury, or infringement.

Contractor's Responsibility for Damages cont'd.

b) Notwithstanding the indemnity provision contained in this tender, where in the opinion of the Director of Public Works, the Contractor has failed to rectify any damage, injury, or infringement or has failed to adequately compensate any person for any damage, injury, or infringement for which the Contractor is responsible under this Contract, the Corporation, following notice in writing to the Contractor of its intention to do so, may withhold payment of monies due to the Contractor under this or any other contract until the Contractor has rectified such damage, injury, or infringement, or has paid adequate compensation for such damage, injury, or infringement provided however that the Corporation will not withhold such monies where there is a reasonable disagreement with respect to the rights of the party affected and the Contractor has given such person a reasonable time in which to take court action to establish the validity of the claim.

7.0 Forfeiture of Contract

In the event that the Contractor fails to carry out any of the obligations, covenants, and terms herein provided, whether by reason of strikes, force majeure, bankruptcy or insolvency, or for any reason, the City may cause the operation to be carried out with its own or other forces and may charge the cost for so doing to the Contractor as against money owing to the Contractor or from the bond herein referred to.

If the Contractor:

- neglects or refuses to sign an agreement within seven (7) days of being advised in writing that his bid has been accepted;
- neglects or fails to commence operations of the date specified in the agreement;

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Tender for – SLUDGE HAULAGE SERVICES – Contract No. ENV-2021-01

- becomes bankrupt or insolvent or compound with his creditors;
- commits any act of insolvency;
- transfers, assigns, sublets or attempts to transfer, assign or sublet this contract or any part thereof, without consent of the Director of Public Works;
- fails in the opinion of the Director of Public Works after having been given seventy-two (72) hours written notice to execute the work or any part thereof in a sound and competent manner satisfactory in all respects in strict conformity with the contract. Then in each and every case, after seventy-two (72) hours written notice from the Director of Public Works to the Contractor, the Director of Public Works shall have full right and power, at his discretion, without process or action at law, to take over the whole contract, or any part or parts thereof specified in the said notice out of the hands of the Contractor. The Contractor upon receiving notice to that effect, shall vacate possession and give up said operations, on the part or parts thereof specified in the said notice, peaceably to the Director of Public Works, who may either relet the same to any other person or persons, with or without its previously being advertised or may employ workers and provide the necessary plant at the expense of the Contractor or may take any other steps as the Director of Public Works 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.

8.0 Character of Operators and Attendants Employed

The Contractor shall employ only orderly, competent and skilful individuals to do the work and whenever the Director of Public Works shall inform in writing that anyone carrying out the work is, in the opinion Director of Public Works, incompetent, unfaithful or disorderly, such an individual shall be discharged from the work and shall not again be employed on the work without the consent, in writing, of the Director of Public Works.

9.0 Government Regulations and Permits

The Contractor(s) shall comply with all provisions of the rules, regulations and orders of Federal, Provincial, and Municipal Government agencies applicable to the work under this Contract. The Contractor(s) shall co-operate with the Corporation in promptly furnishing any information that may be required by such governmental agencies. It shall be the obligation of the Contractor(s) to keep him/herself informed of these governmental rules, regulations, and orders and the Contractor(s) shall make the requirements of this article a part of any subcontract he/she may enter into. In addition, the Contractor(s) shall secure and provide, at his own expense, all other permits that may be necessary under any by-law of the appropriate municipality or any act of the Federal or Ontario Legislature or any regulation made under Federal or Provincial Authority.