

**THE CORPORATION OF THE CITY OF ELLIOT LAKE  
INFRASTRUCTURE SERVICES DEPARTMENT  
TENDER FOR THE  
SCREENING, TREATING AND STOCKPILING OF WINTER SAND  
CONTRACT NO. RDS2021-03**

**SEALED TENDERS**, enclosed in an envelope clearly identified as Tender for the supply, screening, treating, and stockpiling of 2000 cubic meters of winter sand will be received by the undersigned until 3:00 p.m., local time, Tuesday, October 5<sup>th</sup>, 2021.

Contract documents and specifications may be obtained on the City of Elliot Lake website at <http://cityofelliottlake.com/en/cityhall/tenders.asp> . Request for a hard copy of the documents and specifications may be submitted in writing to the attention of:

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 – SCREENING, TREATING, AND STOCKPILING OF WINTER SAND – Contract No. RDS2021-03

TO: ALL BIDDERS

SUBJECT: **CONTRACT NO. RDS2021-03, TENDER FOR THE SCREENING, TREATING AND STOCKPILING OF WINTER SAND**

---

The City of Elliot Lake is requesting tenders for the supply, screening, treating and stockpiling 2,000 cubic meters of winter sand.

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, October 5<sup>th</sup>, 2021.

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

**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 – SCREENING, TREATING, AND STOCKPILING OF WINTER SAND – Contract No. RDS2021-03

SECTION I

CHECKLIST

---

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

1. Each Bidder shall submit with their tender a certified cheque, cash, bid bond or letter of credit in the amount of 10% of the contract price.   
**The Bidder must also provide security as outlined in Option A, B or C under Section 4 of Instructions to Bidders.**
2. Please provide (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.**

---

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 SCREENING, TREATING, AND STOCKPILING OF WINTER SAND. 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, October 5<sup>th</sup>, 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 posted on the City of Elliot Lake website at <http://cityofelliotlake.com/en/cityhall/tenders.asp>

**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 – SCREENING, TREATING, AND STOCKPILING OF WINTER SAND – Contract No. RDS2021-03

**4. Tender Deposit, Performance Guarantee**

One of the following alternatives must accompany each tender:

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

The Bidder must also provide 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.

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.

**OR**

- B. A tender deposit in the form of a Bid Bond in the amount of 10% of the contract price.

The Bidder must also provide 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.

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.

**OR**

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

**5. Validity of Tenders**

See Appendix C to the Procurement By-Law 14-48, attached hereto.

**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, 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

THE CORPORATION OF THE CITY OF ELLIOT LAKE

**Tender for – SCREENING, TREATING, AND STOCKPILING OF WINTER SAND – Contract No. RDS2021-03**

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.

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.

## THE CORPORATION OF THE CITY OF ELLIOT LAKE

### Tender for – SCREENING, TREATING, AND STOCKPILING OF WINTER SAND – Contract No. RDS2021-03

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 Withdrawal Procedures

Both Parties (Successful Bidder and City of Elliot Lake) reserve the right to cancel this contract with **120 day written notice**.

#### 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;
  - 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;

## THE CORPORATION OF THE CITY OF ELLIOT LAKE

### Tender for – SCREENING, TREATING, AND STOCKPILING OF WINTER SAND – Contract No. RDS2021-03

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) List of sub-contractors;
- b) Bidder's experience in similar work completed within the last five years with appropriate references;
- c) Sub-contractor's experience on similar work;
- d) Bidder's senior staff to be employed;

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



**THE CORPORATION OF THE CITY OF ELLIOT LAKE**

**Tender for – SCREENING, TREATING, AND STOCKPILING OF WINTER SAND – Contract No. RDS2021-03**

**APPENDIX “C”**

**To By-Law 14-48 of the Corporation of the City of Elliot Lake**

	<b>IRREGULARITY</b>	<b>ACTION</b>
1.	Late Bid.	Automatic rejection
2.	Bid completed in pencil.	Automatic rejection
3.	Bid surety not submitted with the bid when the bid request (or any addenda) indicated that such surety is required.	Automatic rejection
4.	<b>EXECUTION OF AGREEMENT TO BOND:</b> a. Bond company corporate seal or equivalent proof of authority to bind company or signature missing; b. Surety company not licensed to do business in Ontario	Automatic rejection
5.	<b>EXECUTION OF BID BONDS:</b> a. Corporate seal or equivalent proof of authority to bind company or signature of the BIDDER or both missing; b. Corporate seal or equivalent proof of authority to bind company or signature of BONDING COMPANY missing.	Automatic rejection
6.	<b>OTHER BID SECURITY:</b> Cheque which has not been certified.	Automatic rejection
7.	Bidders not attending mandatory site meeting.	Automatic rejection
8.	Unsealed tender envelopes.	Automatic rejection
9.	Proper response envelope or label not used.	Acceptable if officially received on time
10.	Pricing or signature pages missing	Automatic rejection
11.	Insufficient financial security (i.e., no deposit or bid bond or insufficient deposit).	Where security is required and amount is not specified in request, automatic rejection unless insufficiency is <u>deminimus</u> (trivial or insignificant) – where security is required and amount of security is specified in request, automatic rejection
12.	Bid received on documents other than those provided in request.	Automatic rejection unless specified otherwise in the request
13.	<b>EXECUTION OF BID DOCUMENT</b> Proof of authority to bind is missing.	Automatic rejection
14.	Part bids (all items not bid).	Acceptable unless complete bid has been specified in the request
15.	Bids containing minor clerical errors.	2 working days to correct initial errors. City reserves the right to waive initialling and accept bid
16.	Uninitialled changes to the request documents which are minor (i.e., the bidder’s address in amended by overwriting but not initialled).	2 working day to correct initial errors. City reserves the right to waive initialling and accept bid
17.	Alternate items bid in whole or in part.	Available for further consideration unless specified otherwise in request
18.	Unit prices in the schedule of prices have been changed but not initialled.	2 working days to correct initial errors. City reserves the right to waive initialling and accept bid
19.	Other mathematical errors, which are not consistent with the unit prices.	2 working days to initial corrections. Unit prices will govern.
20.	Pages requiring completion of information by vendor are missing.	Automatic rejection
21.	Bid documents which suggest that the bidder has made a major mistake in calculations or bid.	Consultation with a Solicitor on a case-by-case basis and referenced within the staff report if applicable

**NOTE:** The above list of irregularities should not be considered all-inclusive. The City Clerk, in consultation with the requisitioning department will review minor irregularities not listed. The City Clerk may then accept the bid, or request that the bidder rectify the deviation.

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Tender for – SCREENING, TREATING, AND STOCKPILING OF WINTER SAND – Contract No. RDS2021-03

SECTION II

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 "SCREENING, TREATING AND STOCKPILING OF WINTER SAND" 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 agree to commence work as specified, to proceed continuously to the completion and to complete all work by Monday, November 8<sup>th</sup>, 2021.

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 CORPORATION OF THE CITY OF ELLIOT LAKE**

**Tender for – SCREENING, TREATING, AND STOCKPILING OF WINTER SAND – Contract No. RDS2021-03**

**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 – SCREENING, TREATING, AND STOCKPILING OF WINTER SAND – Contract No. RDS2021-03

SCHEDULE OF UNIT PRICING

Item	Description	Unit	Qty.	Unit Price	Total
1.	Supply, screen, treat and stockpile at Highway 108 yard, 10:1 mix	m <sup>3</sup>	2,000	\$ _____	\$ _____
TOTAL BID (EXCLUSIVE OF ALL TAXES)					\$ _____

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Tender for – SCREENING, TREATING, AND STOCKPILING OF WINTER SAND – Contract No. RDS2021-03

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 – SCREENING, TREATING, AND STOCKPILING OF WINTER SAND – Contract No.  
RDS2021-03**

**SECTION III**

**AGREEMENT**

THIS AGREEMENT made in triplicate the \_\_\_\_\_ day of \_\_\_\_\_  
in the year Two Thousand Twenty 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:

**SCREENING, TREATING, AND STOCKPILING OF WINTER SAND**

which were prepared by The Corporation of the City of Elliot Lake, Department of Public Works, 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 – SCREENING, TREATING, AND STOCKPILING OF WINTER SAND – Contract No.  
RDS2021-03**

**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 – SCREENING, TREATING, AND STOCKPILING OF WINTER SAND – Contract No.  
RDS2021-03**

**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)

\_\_\_\_\_  
***WITNESS***

**THE CORPORATION OF THE CITY OF ELLIOT LAKE**

BY \_\_\_\_\_  
MAYOR

AND \_\_\_\_\_ (SEAL)  
CLERK



THE CORPORATION OF THE CITY OF ELLIOT LAKE

Tender for – SCREENING, TREATING, AND STOCKPILING OF WINTER SAND – Contract No.  
RDS2021-03

STATEMENT SHEET

LIST OF SUB-CONTRACTOR'S

SUB-TRADE	NAME OF SUB-CONTRACTOR	ADDRESS OF SUB-CONTRACTOR	VALUE OF SUB-CONTRACT

**Note to Bidder:**

Names and addresses must be filled in and submitted with the tender. If a sub-contractor is not to be used for any work listed, then show “**by own forces.**”

**THE CORPORATION OF THE CITY OF ELLIOT LAKE**

**Tender for – SCREENING, TREATING, AND STOCKPILING OF WINTER SAND – Contract No.  
RDS2021-03**

**STATEMENT SHEET**

**BIDDER’S EXPERIENCE IN SIMILAR WORK**

<b>YEAR COMPLETED</b>	<b>DESCRIPTION OF CONTRACT</b>	<b>FOR WHOM WORK PERFORMED</b>	<b>VALUE</b>

**SUB-CONTRACTOR’S EXPERIENCE IN SIMILAR WORK**

<b>YEAR COMPLETED</b>	<b>DESCRIPTION OF CONTRACT</b>	<b>FOR WHOM WORK PERFORMED</b>	<b>VALUE</b>

**THE CORPORATION OF THE CITY OF ELLIOT LAKE**

**Tender for – SCREENING, TREATING, AND STOCKPILING OF WINTER SAND – Contract No.  
RDS2021-03**

**STATEMENT SHEET**

**BIDDER'S SENIOR STAFF**

<b>NAME</b>	<b>APPOINTMENT</b>	<b>QUALIFICATIONS AND EXPERIENCE</b>

**THE CORPORATION OF THE CITY OF ELLIOT LAKE**

**Tender for – SCREENING, TREATING, AND STOCKPILING OF WINTER SAND – Contract No.  
RDS2021-03**

**TO BE RETURNED WITH TENDER**

**THE CORPORATION OF THE CITY OF ELLIOT LAKE  
TENDER FOR THE  
SCREENING, TREATING AND STOCKPILING OF WINTER SAND  
CONTRACT NO. RDS20201-03**

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

<b><u>ITEM NAME</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>CONDITION</u></b>	<b><u>AGE</u></b>

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Tender for – SCREENING, TREATING, AND STOCKPILING OF WINTER SAND – Contract No.  
RDS2021-03

**SECTION IV**

**SPECIFICATIONS/TERMS OF REFERENCE**

---

**1. Scope**

This Contract shall include the provision of all labour, materials and equipment necessary for the completion of the works known as “Screening, Treating and Stockpiling of Winter Sand”.

**2. Stockpiling**

To minimize leach of salt in wet weather, the stockpiling will not be permitted before October 25<sup>th</sup>, 2021.

Stockpile is to be placed in the location as stipulated in this Contract and is to be constructed in a manner satisfactory to the Director of Public Works. Stack must be high enough to pile in a single cone. Multiple small cones are not acceptable.

**3. Gradation Requirements**

The sand shall meet the following gradation requirements with the exception that for manufactured sand the maximum percent passing the 75 µm sieve shall be 3%.

<b><u>Ministry Sieve Designation</u></b>	<b><u>% Passing</u></b>
6.7 mm	100%
2.35 mm	65 - 95%
1.18 mm	40 - 90%
600 µm	20 - 70%
300 µm	0 - 35%
150 µm	0 - 15%
75 µm	0 - 5%

The gradation shall be determined by washing and sieving and shall be based on dry weight. The Contractors’ material will be tested prior to delivery. The Contractor must allow 48 hours for samples to be taken and tested. The City of Elliot Lake will pay for all testing except if the material fails, this will be back-charged to the Contractor. Material will be supplied and testing completed prior to delivery.

**4. Supply of Salt**

The City will supply salt in bulk at stockpile locations as arranged by the Director of Public Works with the Contractor. At the end of each day’s operation, any area where salt has been spilled during the operation shall be cleaned.

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Tender for – SCREENING, TREATING, AND STOCKPILING OF WINTER SAND – Contract No.  
RDS2021-03

5. Mixing of Salt and Sand

The Contractor shall be required to mix thoroughly the screened sand with salt.

6. Measurement for Payment

Screened sand will be measured in cubic meters truck box measurement; each truck will have a pre-determined capacity based on the measured volume (struck) of an actual load. Loadings of each truck at the loading site shall be kept to not less than that pre-determined capacity. Each truck will bear an identification symbol of a letter of the alphabet or a Roman Numeral followed by the predetermined capacity of the truck. Symbols and capacities shall be painted on the truck itself (not on placards) and shall be of such size as to be easily read by the checkers. Load tickets will be issued in accordance with current standard Ministry practice for issuing of tickets for materials whose mass has been determined.

7. Basis of Payment

Supply, treat and stockpile screened sand. Payment for this item will be made at the price bid per cubic meter for that quantity placed in stockpile as directed by the Director of Public Works. Such payment will constitute compensation in full for its supply, transportation to stockpile, stockpiling and treating thereof and all other operations required under the Contract for its incorporation into the work.

8. Completion Date

Stockpiling to start no earlier than Monday, October 25<sup>th</sup>, 2021.

The Contract shall be completed no later than Monday, November 8<sup>th</sup>, 2021.

9. Site

Bidders shall, after examining the drawing and specifications, **visit the site and acquaint themselves with all the existing conditions and limitations of locations 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 tender submission that there was any misunderstanding of the terms and conditions of the contract relating to the site conditions.

10. Contractor's Responsibility for Damages

a)The Contractor, their agents, and all workers and persons employed by him/her, or under their 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 their agents, workers, or persons employed by him/her, or under their control, including subcontractors and shall bear the full cost thereof, and shall at their own expense make such temporary provisions as may be necessary to ensure the avoidance on any such

**THE CORPORATION OF THE CITY OF ELLIOT LAKE**

**Tender for – SCREENING, TREATING, AND STOCKPILING OF WINTER SAND – Contract No. RDS2021-03**

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.

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.

**11. 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;
- 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 Infrastructure Services, 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

**THE CORPORATION OF THE CITY OF ELLIOT LAKE**

**Tender for – SCREENING, TREATING, AND STOCKPILING OF WINTER SAND – Contract No.  
RDS2021-03**

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.

**12. 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.

**13. 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.