

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

**PUBLIC WORKS DEPARTMENT**

**TENDER FOR**

**MAINTENANCE HOLE RESTORATION**

**CONTRACT NO. 2011-07**

**SEALED TENDERS**, enclosed in an envelope clearly identified as Tender for Maintenance Hole Restoration, will be received by the undersigned until 2:00 p.m., local time, Tuesday, September 13<sup>th</sup>, 2011 for the restoration of approximately 60 maintenance holes, 30 to be restored in 2011 with the remainder of the work completed in 2012.

Contract documents and specifications may be obtained from Mr. R. deBortoli, Chief Administrative Officer, 3 Timber Road, Elliot Lake, Ontario, telephone (705) 848-2287 ext. 2601 or by email at [rob.debortoli@city.elliottlake.on.ca](mailto:rob.debortoli@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.

L. Sprague, Clerk  
Municipal Offices  
45 Hillside Drive North  
ELLIOT LAKE, ONTARIO  
P5A 1X5

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

**PUBLIC WORKS DEPARTMENT**

**TENDER FOR**

**MAINTENANCE HOLE RESTORATION**

**CONTRACT NO. 2011-07**

TO: ALL BIDDERS

**SUBJECT: CONTRACT NO. 2011-07, TENDER FOR MAINTENANCE HOLE RESTORATION**

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The City of Elliot Lake in its efforts to reduce inflow and infiltration into its collection system is seeking proposals outlining methods and associated costs to achieve the aforementioned goal. The bidder will be bound by the conditions as outlined in the tender document. Submissions should consider the scope of work to include the restoration of approximately 60 maintenance holes, 30 to be restored in 2011 with the remainder of the work completed in 2012.

Attached is the subject tender that must be enclosed in an envelope clearly identified as Tender for Maintenance Hole Restoration to the City of Elliot Lake, 45 Hillside Drive North, Elliot Lake **NO LATER THAN 2:00 p.m.**, (our time) on Tuesday, September 13<sup>th</sup>, 2011.

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

Rob deBortoli  
CAO

**SECTION I**

**THE CORPORATION OF THE CITY OF ELLIOT LAKE  
PUBLIC WORKS DEPARTMENT  
TENDER FOR  
MAINTENANCE HOLE RESTORATION  
CONTRACT NO. 2011-07**

**CHECKLIST**

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**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 (3) 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.

**THE CORPORATION OF THE CITY OF ELLIOT LAKE  
PUBLIC WORKS DEPARTMENT  
TENDER FOR  
MAINTENANCE HOLE RESTORATION  
CONTRACT NO. 2009-17  
INSTRUCTIONS TO BIDDERS**

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**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 marked Tender for Maintenance Hole Restoration. Care should be taken to ensure bidder's name and address are in the space on the top left corner of the envelope.

**Tenders must be submitted by 2:00 p.m., Tuesday, September 13<sup>th</sup>, 2011.**

**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. Rob deBortoli, Chief Administrative Officer, 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 Chief Administrative Officer 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.

A copy of all addenda shall be either hand delivered, or sent by courier, electronic correspondence, or fax, to each prospective bidder who has obtained tender documents.

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 confirmed by the Chief Administrative Officer in writing.

**THE CORPORATION OF THE CITY OF ELLIOT LAKE  
PUBLIC WORKS DEPARTMENT  
TENDER FOR  
MAINTENANCE HOLE RESTORATION  
CONTRACT NO. 2009-17  
INSTRUCTIONS TO BIDDERS**

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**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 04-108, 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.

**THE CORPORATION OF THE CITY OF ELLIOT LAKE  
PUBLIC WORKS DEPARTMENT  
TENDER FOR  
MAINTENANCE HOLE RESTORATION  
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**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 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 their 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.

**THE CORPORATION OF THE CITY OF ELLIOT LAKE  
PUBLIC WORKS DEPARTMENT  
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MAINTENANCE HOLE RESTORATION  
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**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 their 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.
2. Automobile Public Liability and Property Damage for bodily injury or property damage, not less than \$5,000,000 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 Chief Administrative Officer, City of Elliot Lake, 3 Timber Road, Elliot Lake, Ontario P5A 2T1.

**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**.

**THE CORPORATION OF THE CITY OF ELLIOT LAKE  
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TENDER FOR  
MAINTENANCE HOLE RESTORATION  
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**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 Chief Administrative Officer, 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 bidder's 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 proceeding the date on which the RFP/tender is awarded;
  
- 2) In the opinion of the Council of the City of Elliot Lake or the Chief Administrative Officer, 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;

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**19. Record and Reputation** (continued)

- 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 on similar work with list of specific examples completed within the last five years, with appropriate references;
- b) Sub-contractor's experience on similar work;
- c) Bidder's senior staff to be employed;
- d) Bidder's plant to be used.

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

## APPENDIX “C”

### To By-Law 04-108 of the Corporation of the City of Elliot Lake

	IRREGULARITY	ACTION
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	Consultation with a Solicitor on a

	in calculations or bid.	case-by-case basis and referenced within the staff report if applicable
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**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.

**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, Ontario

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 "Maintenance Hole Restoration" contract in conformity with the requirements contained herein, for the amount of:

\$ \_\_\_\_\_ (repeat in writing) \_\_\_\_\_

\_\_\_\_\_  
We agree to commence work as specified, to restore 30 maintenance holes in 2011 with the remainder completed in 2012.

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 Chief Administrative Officer;
- 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 \_\_\_\_\_ 2011.

**WITNESS:**

**TENDERER, AND SIGNATURE OF  
SIGNING OFFICER**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE OF UNIT PRICES**

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Unit Price</b>	<b>Total</b>
1.	Maintenance Holes	Each	60 (approx.)		\$ _____
2.	Replace rungs	Each			\$ _____
	Contingencies				\$7,000.00
	<b>TOTAL BID (EXCLUSIVE OF ALL TAXES)</b>				\$ _____

**THE CORPORATION OF THE CITY OF ELLIOT LAKE  
PUBLIC WORKS DEPARTMENT  
TENDER FOR  
MAINTENANCE HOLE RESTORATION  
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**ADDENDUM ACKNOWLEDGMENT FORM**

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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\_\_\_\_\_, 2011.      Addendum No.\_\_\_\_\_, Dated\_\_\_\_\_, 2011.

Addendum No.\_\_\_\_\_, dated\_\_\_\_\_, 2011.      Addendum No.\_\_\_\_\_, Dated\_\_\_\_\_, 2011.

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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"

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**LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED**

### SECTION III

#### AGREEMENT

THIS AGREEMENT made in triplicate the \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Eleven by and between

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

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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 Lump Sum Price, 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:

#### **MAINTENANCE HOLE RESTORATION**

which were prepared by The Corporation of the City of Elliot Lake, Public Works 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.

**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 Lump Sum Schedule, 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."

**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, Ontario  
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**

**STATEMENT SHEET**

**LIST OF SUB-CONTRACTORS**

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".

**STATEMENT SHEET**

**BIDDER'S EXPERIENCE IN SIMILAR WORK**

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

**STATEMENT SHEET**

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

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

**STATEMENT SHEET**

**BIDDER'S SENIOR STAFF**

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

**TO BE RETURNED WITH TENDER**

**THE CORPORATION OF THE CITY OF ELLIOT LAKE  
PUBLIC WORKS DEPARTMENT  
TENDER FOR  
MAINTENANCE HOLE RESTORATION  
CONTRACT NO. 2011-07  
EQUIPMENT DESCRIPTION**

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>

## SECTION IV

**THE CORPORATION OF THE CITY OF ELLIOT LAKE  
PUBLIC WORKS DEPARTMENT  
TENDER FOR MAINTENANCE HOLE RESTORATION  
CONTRACT NO. 2011-07  
SPECIFICATIONS/TERMS OF REFERENCE**

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### 1. Scope

This Contract shall include the provision of all labour, materials and equipment necessary for the completion of the works known as "Maintenance Hole Restoration".

### 2. 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.

### 3. 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.
- b) Notwithstanding the indemnity provision contained in this tender, where in the opinion of the Chief Administrative Officer, 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.

### 4. 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.

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**4. Forfeiture of Contract (continued)**

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 Chief Administrative Officer;

fails in the opinion of the Chief Administrative Officer 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 Chief Administrative Officer to the Contractor, the Chief Administrative Officer 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 Chief Administrative Officer, 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 Chief Administrative Officer 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.

**5. Character of Operators and Attendants Employed**

The Contractor shall employ only orderly, competent and skilful individuals to do the work and whenever the Chief Administrative Officer shall inform in writing that anyone carrying out the work is, in the opinion Chief Administrative Officer, 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 Chief Administrative Officer.

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**6. 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.