

AGREEMENT

THIS AGREEMENT made in triplicate the 8th day of June in the year Two Thousand Twenty Three by and between

Pollard Distribution Inc.

Hereinbefore and hereinafter called the "**Vendor**"
and

The Corporation of the City of Elliot Lake

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

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

ARTICLE I

The Scope of Work and General Conditions are attached as Schedule A, and 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 Vendor undertakes and agrees:

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

Calcium Chloride Application

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 Scope of Work and General Conditions.
- 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 Vendor in lawful money of Canada for the performance of the work (subject to additions and deductions as provided in the The Scope of Work and General Conditions of the Contract) on the following terms:

Minimum truckload quantities of 28,000 litres charged at a rate of \$0.385 per litre plus HST. Pricing includes 3 hours of on-site spray time, of which any time spent on site after 3 hours will be subject to a demurrage rate of \$125.00 per hour.

ARTICLE IV

The Vendor 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 The Scope of Work and General Conditions of the Contract, and that this Agreement with The Scope of Work and General Conditions of the Contract.

ARTICLE V

The Vendor 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 Vendor 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 The Scope of Work and General Conditions, 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 Vendor at: Box 280, Harrow, ON N0R 1G0

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 VENDOR

(
(BY 

(AND _____ (SEAL)

(THE CORPORATION OF THE CITY OF
ELLIOT LAKE

(
(BY _____

(MAYOR

(
(AND _____ (SEAL)

(CLERK

WITNESS

Schedule A - SCOPE OF WORK AND GENERAL CONDITIONS

1. Scope of Work

This Contract shall include the provision of all equipment, labour and material necessary to supply, deliver and apply DM 35 Calcium Chloride Solution meeting OPSS.Muni 2501 specifications at the on-site direction of The City of Elliot Lake Staff in accordance with the following General Conditions.

2. Discrepancies, Omissions, Interpretations

Should the Vendor 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 Scope of Work and General Conditions it will direct questions to the Acting Director of Public Works.

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 the vendor.

3. Certifications

The Vendor shall submit all required Health & Safety Certifications required by the Ontario Health & Safety Act & regulations, prior to award of contract.

Owner reserves the right to require the vendor to submit all trades certifications specific to the Work involved in this project.

The vendor 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.

4. Liability Insurance

The Vendor 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:

- a) Contractor's Public Liability and Property Damage for bodily injury or property damage, not less than \$5,000,000.
- b) Automobile Public Liability and Property Damage for bodily injury or property damage, not less than \$5,000,000. Inclusive for any one occurrence.

The Vendor 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.

5. Work Place Safety Insurance Board (WSIB) and Worker's Rights

The Vendor shall provide a valid Workplace Safety Insurance Board Certificate (WSIB) of Clearance to the satisfaction of the City of Elliot Lake and have its validity updated as necessary to the City of Elliot Lake, either included with the proposal, or within five (5) business days from a written acceptance of the offered price. The Vendor shall provide updated "Certificates of Clearance" for the duration of the contract. Additional "Certificate of Clearances" may be requested before the release of any hold back.

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 Vendor, the City may, at its discretion, refrain from awarding the project to the Vendor.

The Vendor 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 Vendor 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 Vendor. The Agreement executed with the Vendor 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 Vendor 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 Vendor'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 Vendor, its agent, officials and employees.

9. Acceptance of Terms

The Vendor, by offering a price, represents that the Vendor has read, understands and accepts the terms and conditions of this agreement in full.

10. Offer Expiry Date

The Vendor hereby acknowledges that offers shall be irrevocable for a period of at least ninety (90) days from submission to the City of Elliot Lake.

11. Assignment and Subletting

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

12. Contract Withdrawal Procedures

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

13. Record and Reputation

Without limiting or restricting any other right or privilege of the City and regardless of whether or not an offer otherwise satisfies its requirements, the City may reject summarily any offer from any Vendor 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 Vendor has been impaired by the prior and/or current act(s) or omissions(s) of such Vendor including but not limited to:
 - a) litigation with City of Elliot Lake;
 - b) the failure of the Vendor to pay, in full, all outstanding payments (and where applicable, interests and costs) owing to the City by such Vendor, 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 Vendor refusing to enter into a contract with the City after the Vendor's offer or quote has been accepted by the City;
 - e) the Vendor refusing to perform or to complete performance of a contract with the City, at any time, after the Vendor 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 Vendor; within the five (5) year period immediately preceding the date on which the Vendor offer is accepted;
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 Vendor, 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.

14. Terms of Payment

The terms of payment for all invoices relating to the offered price are **net 30 days** unless otherwise specified by The City of Elliot Lake.