



THE CORPORATION OF THE TOWNSHIP OF ESSA

5786 County Road 21, Utopia, ON L0M 1T0

Phone: 705-424-9770 Fax: 705-424-2367

TENDER FOR WINTER SAND SCREENING

Tenders Due: Tenders completed on this form must be submitted to the office of the CAO/Manager of Public Works no later than:
12:00 Noon local time on TUESDAY, OCTOBER 13, 2009
The lowest or any Tender not necessarily accepted.

Tenders Submitted to: Mr. Greg Murphy, CAO/Manager of Public Works
Township of Essa
Administration Centre
5786 County Road 21
Utopia, ON L0M 1T0

The undersigned, having carefully examined the locality and the site of the proposed work, as well as all specifications and general conditions relating thereto, hereby tender and offer to enter into an agreement on the terms and conditions herein set forth, to supply all necessary labour, tools and appliances and all materials except as indicated in the specifications and to do the work in a substantial and workmanlike manner in accordance with the said specifications and under the direction and to the satisfaction of the CAO/Manager of Public Works and or his designate in charge of the works and at the sums stated hereunder.

Item	Est. Quantity (metric tonnes)	Unit Price (per tonne)	Value
Load, screen and stockpile winter sand at 8 th and 90 pit	12,000 tonnes	\$	\$
		Sub-Total	\$
		G.S.T. (5%)	\$
		P.S.T. (8%)	\$
		TOTAL COST:	\$

P.S.T. Registration No. _____ G.S.T.Registration No. _____

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I/We understand and agree that in case of refusal or failure on my part to commence the work within the time stated, or to comply with the specifications or to carry on the work at such a rate as the CAO/Manager of Public Works deems necessary to complete it within the time stated, the Council of the Township of Essa may re-let the work, or any unfinished portion thereof, and retain the tender deposit, which will be known as the contract deposit upon acceptance of the tender, by resolution of the Council of the Township of Essa, and retain the said deposit or drawback held as security for the fulfillment of this contract. The Township of Essa reserves the right to award the winter sand screening contract by the unit price bid per cubic yard or metric tonne as the case may be. A certified cheque for \$ _____, being 10% of the tendered price is enclosed herewith.

I/We understand and agree that I/We are the Constructor/Employer as defined under the Occupational Health and Safety Act and I/We shall conform to the requirements of the said Act. I/We also agree to take responsibility for any health and safety violations as well as the cost to defend such charges as a result of any violation under this contract. The Constructor/Employer shall ensure that their employees are trained/certified in SURFACE MINER TRAINING PROGRAM in accordance with Regulation 854 of the said Act.

If this tender is accepted, I agree to commence work on or before the _____ day of _____, 2009, and to have same completed on or before the **27th day of November, 2009.**

Dated at _____ this _____ day of _____, 2009.

(Company Seal)

Firm Name

Address

City/Town

Postal Code

Telephone: () _____

Fax: () _____

Cell Phone: () _____

Presented by: _____
(I have the authority to bind the Corporation)

Name: _____
Print name of Signing Officer above

NOTE: Page 5, being the Agreement between Contractor and Owner is to be signed & sealed and returned with the tender.

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INSTRUCTIONS TO BIDDERS:

Each tender shall be accompanied by a certified cheque for 10% of tender, and payable to the Township of Essa. The certified cheque will be returned to the unsuccessful tenderers within seven (7) days of the date on which the Council of the Township of Essa accepts the successful bidder's tender. In the case of the successful bidder, the tender deposit shall thereafter be known as the contract deposit and the said contract deposit shall be returned to the successful tenderer within ten (10) days after completion of the required works.

- a. The total price quoted on the tender form shall govern the lowest bid.
- b. Payment shall be made by metric tonnage basis utilizing belt scales or loader bucket scales. It is the contractor's responsibility to ensure that weighing equipment is properly calibrated and in good working condition, in accordance with Ontario Provincial Standard Specifications (OPSS) current at time of tendering.
- c. All work shall be completed on or before the **27th day of November, 2009**, or in the case of default, a penalty hereinafter referred to as liquidating damages in the amount of \$50.00 per day will be deducted from any monies owing on any account whatsoever. The liquidating damages will not be assessed on Saturdays and/or Sundays.
- d. The sand must be clean and free from loam and vegetable matter and in any event the pits must be excavated as directed and to the satisfaction of the Roads Supervisor. The Contractor shall ensure that no excavation or extraction of granular materials takes place within set back distances established under the Ontario Ministry of Natural Resources regulations in this respect.
- e. Material to be screened is located immediately west of the pond near the south limits, the screened stockpiles shall be built and located as directed by the Roads Supervisor. Stockpiling by conveyor belt is acceptable.
- f. All materials screened other than sand shall be piled or located in the pit to the satisfaction of the Roads Supervisor and there shall be no extra payment made for this material.
- g. Screening plant must be fed by means satisfactory to the Roads Supervisor.
- h. Winter sand to be screened at the Township pit located at the West Half of Lot 32, Concession 8.

GRADATION OF SAND

The screened sand applied shall be selected so that it will conform to the following grading ranges:

Passing the 1/4" square mesh sieve	100%
Passing the No. 8 square mesh sieve	66-95%
Passing the No. 14 square mesh sieve	40-90%
Passing the No. 28 square mesh sieve	20-70%
Passing the No. 48 square mesh sieve	5-35%
Passing the No. 100 square mesh sieve	0-15%
Passing the No. 200 square mesh sieve	0-5%

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The processed screened sand shall not contain soft or friable particles of dirt in excess of 8%, including that lost by washing. The loss by washing shall not exceed 5%.

The physical quality of the screened sand as well as the gradation of the size of the particles shall meet the requirements of the specification.

LIABILITY INSURANCE

The contractor shall take out and keep in force until the date of acceptance of the entire work by the Corporation of the Township of Essa, a comprehensive policy of Public Liability and Property Damage Insurance acceptable to the said Corporation providing insurance coverage in respect of any one accident, to the limit of at least \$2,000,000.00, exclusive of interest and cost, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of or damage to property and such policy shall name the Corporation of the Township of Essa as an additional insured thereunder and shall protect the said Corporation against all claims for all damage or injury including death to any person or persons and for all damage to any property of the said Corporation or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his servants or agents during the execution of the contract, and the Contractor shall forward a certified copy of the Policy or certificate thereof to the said Corporation before the work is started.

OCCUPATIONAL HEALTH AND SAFETY ACT

In regards to the Occupational Health & Safety Act and Regulations, the Contractor shall comply to the following:

- a. The Contractor(s) acknowledges that it has read and understood the Occupational Health and Safety Act R.S.O. 1990, as amended and the Highway Traffic Act R.S.O. 1990, as amended.
- b. The Contractor(s) covenants and agrees to observe strictly and faithfully the provisions of the said Acts and all regulations and rules promulgated thereunder.
- c. The Contractor(s) agree to indemnify and save the Corporation of the Township of Essa, its servants or agents, harmless for damages or fines arising from any breach or breaches of the said Acts.
- d. The Contractor(s) agree to assume full responsibility for the enforcement of the said Acts.
- e. The Contractor(s) further acknowledges and agrees that any breach or breaches of the Acts whether by the Contractor(s) or any of its subcontractor(s) may result in the immediate termination of this contract herein and the forfeiture of all sums owing to the Contractor(s) by the Township of Essa.
- f. The Contractor(s) agrees that any damages or fines that may be assessed against the Township of Essa by reason of a breach or breaches of the Acts by the Contractor(s) or any of its subcontractor(s) will entitle the Township of Essa to set-off the damages so assessed against any monies that the Township of Essa may from time to time owe the Contractor(s) under this contract or under any other contract whatsoever.

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STANDARD FORM OF AGREEMENT BETWEEN CONTRACTOR AND OWNER

This Agreement made in duplicate the _____ day of _____, 2009 between:

(hereinafter called the Contractor)

- and -

THE CORPORATION OF THE TOWNSHIP OF ESSA
(hereinafter called the Owner)

WITNESSETH

That the Contractor hereby accepts all terms, conditions, included in the specifications and tender forms, and agrees to do the said work as therein set out.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year as noted above.

Signed, sealed and delivered in
the presence of

Witness

Witness

CONTRACTOR

(I have the authority to bind the Corporation)

**THE CORPORATION OF THE
TOWNSHIP OF ESSA**

Mayor

Clerk