



TENDER
Supply and Application of
LIQUID CALCIUM CHLORIDE or
LIQUID MAGNESIUM CHLORIDE

Closing Date: Tenders will be received in sealed envelopes, clearly marked as to contents until **11:30 a.m. (local time) Wednesday, March 24, 2010**

Tenders Submitted to: Mr. Greg Murphy, CAO/Manager of Public Works
 Township of Essa, Administration Centre (downstairs counter)
 5786 County Road 21 Utopia, ON L0M 1T0
 Telephone: 705-424-9917 extension 109

Requirements:

Supply and apply 245,000 litres of liquid calcium chloride 35% (min.) by weight.

-or-

Supply and apply 490,000 litres of liquid calcium chloride 18% (min.) by weight.

-or-

Supply and apply 245,000 litres of liquid magnesium chloride 30% (min.) by weight.

All types of dust suppressant materials to meet Ontario Provincial Standards and specifications that are presently in effect.

Conditions:

1. Tenders to be submitted on Township forms no later than **Wednesday, March 24, 2010 at 11:30 a.m.**, and clearly marked as to contents.
2. Dust suppressant to be delivered to Township of Essa Roads Garage, Simcoe County Road No. 21, at Simcoe County Road No. 56, Essa Township, and applying dust suppressant on Township roads as directed by the Roads Supervisor or his designate. The Contractor shall supply and apply at least two (2) tractor-trailer loads (25,000 litres minimum each load) per day if requested to do so by the Roads Supervisor.
3. Lowest or any tender not necessarily accepted.
4. The dust suppressant to be spot spread at various times during the course of the summer of **2010** as directed by the Roads Supervisor.

MATERIAL	QUANTITY	UNIT PRICE per litre	TOTAL PRICE
Liquid Calcium Chloride 35% (min.) by weight	245,000 litres	\$	\$
Liquid Calcium Chloride 18% (min.) by weight	490,000 litres	\$	\$
Liquid Magnesium Chloride 30% (min.) by weight	245,000 litres	\$	\$
	5% GST	\$	\$
	8% PST (where applicable)	\$	\$
	TOTAL PRICE	\$	\$

THE CORPORATION OF THE TOWNSHIP OF ESSA
LIQUID CALCIUM CHLORIDE or LIQUID MAGNESIUM CHLORIDE – 2010

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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.

A certified cheque for \$ _____, being 10% of the total tendered price is enclosed herewith. Upon awarding of this contract by a resolution passed by the Council of the Township of Essa, this deposit shall be known as the contract deposit which shall be forfeited to the Corporation of the Township of Essa if the contract is not complied with.

I/We understand and agree to supply and apply the dust suppressant on the Township of Essa's gravel roads in accordance with the requirements of this tender document including the instructions associated herewith. By signing this tender document and upon acceptance of this bid for the supply and application of dust suppressant by resolution passed by the Council of the Township of Essa, I/We understand and agree that this document shall be hereafter referred to as the Contract Agreement for which I/We shall comply with.

GST Registration No: _____.

Dated at _____ this _____ day of _____, 2010.

Signature: _____
(I have the authority to bind the Corporation) Position

Firm (Contractor) Name: _____

Contact: _____

Address: _____

Telephone: _____ Fax: _____ Cell: _____ Email: _____ Postal Code

CLOSING DATE/TIME FOR RECEIVING TENDERS

Sealed tenders will be received up until 11:30 a.m. on Wednesday, March 24, 2010

PLEASE NOTE

Changes in taxes, due to the introduction of the new Harmonized Sales Tax (HST), are set to take effect starting July 1, 2010. Effective July 1, 2010, the tendered unit prices will be adjusted to account for new HST tax change. The adjusted unit prices will reflect your lower costs as you can claim full HST on your purchases. Currently, you cannot claim the Ontario retail sales tax recovery on your purchases. After July 1, 2010, you can claim full HST recovery on your purchases. Accordingly, contract payments for work performed after the HST takes effect, will be based on the adjusted unit prices.

Provide necessary detailed documentation as requested by the Township, to support changes to the unit prices due to the implementation of the new HST in advance of requesting payment. Contract payments after July 1, 2010 will not be made without the necessary HST support documentation.

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INSTRUCTION TO BIDDERS:

1. The dust suppressant material required and supplied shall meet or exceed the minimum specifications outlined for such material in the Ontario Provincial Standards and Specifications.
2. The Contractor shall be responsible for the supply of all equipment to apply when and where he is directed to do so, and shall at all times keep his equipment in proper working order, so that the finished surface will be acceptable to the Township. The Contractor shall be required to provide at least two (2) tractor-trailer loads of liquid calcium each day, one for around 7:00 a.m., and the other for approximately 12:30 p.m. if requested to do so by the Roads Supervisor.
3. The Contractor shall be further informed that he/she shall be responsible solely to the Roads Supervisor or his agent.
4. The Roads Supervisor shall have the right to return any materials that may not be acceptable for any reason and further, in the case of inclement weather conditions occurring between the time of ordering and delivery on any specified day, the material shall be retained in the transporting distributor until such time as weather conditions permit application on roads, or the transporting distributor and material shall be returned to the Contractor.
5. The Township shall supply all labour in the form of a guide and the Contractor's operator shall be responsible to, and shall apply the material as this person so directs.
6. Only approximately 90% of the total shall be applied continuously, the balance or approximately 10% is to be spot applied in front of residential homes.
7. The Contractor shall not hold the Township responsible for either the total quantity shown on the tender form or the total extended cost.
8. All shipping bills must carry a number corresponding to the invoice number.
9. All tenders due and in hands of the CAO/Public Works Manager by 11:30 a.m., Wednesday, March 24, 2010 in sealed envelopes marked as to contents.
10. Approximately 80% of the dust suppressant will be applied initially and the remaining dust suppressant (if required) shall be spot spread at various time periods during the summer of 2010, as directed by the Roads Supervisor.
11. The Contractor may be required to provide periodic checks on the dust suppressant material to check the strength if so desired by the Roads Supervisor.
12. A certified cheque in the amount of 10% of the total tendered price shall accompany the tender and shall not be returned to the successful tenderer until the initial application of dust suppressant has been properly applied.
13. In case of refusal or failure on the contractor's part to commence the work 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, the Council of the Township of Essa may relet the work, or any unfinished portion hereof, and retain the deposit or drawback as security for the fulfillment of the contract.
14. Despite the above conditions, the provisions of Ontario Provincial Standard Specification No. 506, Construction Specification for Dust Suppressants shall apply. In addition, the liquid magnesium chloride (MgCl₂) flake and solution material (brine) to meet or exceed OPSS 2502, and the liquid calcium chloride (CaCl₂) flake and solution material (brine) to meet or exceed OPSS 2501.

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15. OCCUPATIONAL HEALTH AND SAFETY ACT

In regards to the Occupational Health & Safety Act and Regulations, the Contractor shall comply with 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.

16. The contract price shall remain in effect for all of 2010.

17. The Contractor shall indemnify and save harmless the Corporation of the Township of Essa from and against all claims, demands, loss, damages, etc. as a result of the actions of the Contractor in the fulfillment of this contract. The limit of liability insurance shall be a minimum of \$3,000,000.00 (three million dollars) in respect of any one accident. The Contractor shall provide a certificate of liability insurance coverage to the Township of Essa naming the Corporation of the Township of Essa as additional insured.

18. The unit price submitted shall include any fuel surcharges, royalties or other charges and the Corporation of the Township of Essa shall not be required to pay any additional costs associated with such charges.

I/We understand and agree with the above conditions:

Signed: _____
(I have the authority to bind the Corporation)

Dated: _____, 2010

CLOSING DATE/TIME FOR RECEIVING TENDERS

Sealed tenders will be received up until 11:30 a.m. on Wednesday, March 24, 2010

Gravel Roads In Essa Twp.

