

**CHIPPEWAS OF NAWASH UNCEDEED FIRST NATION**

**TENDER FOR**

**CONTRACT NO. CCCG-2022-01**

**CAPE CROKER CAMP GROUND PAVING**

Please submit the completed Tender Form including Mandatory Criteria in a sealed envelope bearing the Tender Submission Label provided in the tender package before the Closing Time of Tenders: July 27, 2022 -2:00 pm **LOCAL TIME** to:

**Chippewas of Nawash Unceded First Nation**

135 Lakeshore Boulevard  
Neyaashiinigmiing, Ontario  
N0H 2T0

**Issued: July 6, 2022**

TENDER FOR  
CONTRACT NO. CCCG-2022-01  
CAPE CROKER CAMP GROUND DRAINAGE

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**INSTRUCTIONS TO BIDDERS**

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## **INSTRUCTIONS TO BIDDERS**

### **1. LOCATION**

The project site for the proposed Work is Park Road in Cape Croker Camp Ground Park Road from the Office Tee to the Beach Y (approximately 600 m), Beach Tee easterly (approximately 25 m) and the Beach Y northerly (approximately 2050 m)

### **2. SCOPE OF WORK**

The Work to be provided by the successful Bidder is generally described as isolated widening, drainage improvements, granular A and paving.

### **3. TENDER DOCUMENTS, DRAWINGS, ADDENDA & APPENDIX**

The Bidder shall verify that these Tender documents are complete and assume responsibility to view/download/print any drawings, specifications, addenda and any related information not sent with this document.

The Chippewas of Nawash Unceded First Nation will issue any changes/additions/deletions to specifications and/or terms and conditions. Any and all addenda issued by the Chippewas of Nawash Unceded First Nation shall form an integral part of the document. The cost of complying with the addenda requirement (if any) shall be included in the price submitted by Bidders. The Chippewas of Nawash Unceded First Nation will assume no responsibility for oral instruction or suggestion.

The Chippewas of Nawash Unceded First Nation will issue any changes/additions/deletions to specifications and/or terms and conditions. Any and all addenda issued by the Chippewas of Nawash Unceded First Nation shall form an integral part of the document. The cost of complying with the addenda requirement (if any) shall be included in the price submitted by bidders. The Chippewas of Nawash Unceded First Nation will assume no responsibility for oral instruction or suggestion.

Each Bidder must satisfy himself, by his own study of the Tender Documents and Drawings, by calculation and by personal inspection of the site respecting the conditions existing or likely to exist in connection with the execution of the Work, as to the practicality of completing the Work successfully within the stipulated time. There will be no consideration of any claim after submission of Tenders that there is a misunderstanding with respect to the conditions imposed in the Contract.

#### 4. **CLARIFICATION**

It shall be the Bidder's responsibility to clarify any detail described in the Tender documents or not mentioned in the Tender documents before submitting its Tender. The prices as tendered, shall include the supply of all labour, equipment and materials, except as otherwise noted, required to do all of the Work and complete the Contract.

#### 5. **COMMUNICATIONS**

Questions related to this Tender, specifications or the intent of the proposed work and requirements are to be directed to the individual listed below by 4:00 pm July 22, 2022.

All communications must reference "**Bid # CCCG-2022-01**" in the subject line.

Pam Linklater

Manager of Operations

135 Lakeshore Boulevard

Neyaashiinigmiing, Ontario  
N0H 2T0

tel 519.534.1689

fax 519.534.2130

email: [operationsmanager@nawash.ca](mailto:operationsmanager@nawash.ca)

Where a Bidder finds discrepancies or omissions in drawings, specifications, or other Tender Documents or instructions, or otherwise requires any clarification, the Bidder should contact the Chippewas of Nawash Unceded First Nation in writing by fax or e-mail to as noted on the Communications Page.

Note that no oral explanation or interpretation shall modify any of the requirements or provisions of the Tender Documents.

Where the Chippewas of Nawash Unceded First Nation deems that an explanation or interpretation is necessary or desirable, an addendum may be issued, in writing, on the Chippewas of Nawash Unceded First Nation's website for downloading by all bidders. It is the bidder's sole responsibility to check for addenda issued and download same. Acknowledgement of Addenda on the Form of Tender is a mandatory requirement. Failure to acknowledge addenda will result in your tender being deemed non compliant and not eligible for award.

**6. RETRIEVAL OF OFFICIAL DOCUMENTATION**

Only documents provided to Bidders by the Chippewas of Nawash Unceded First Nation or found on the Chippewas of Nawash Unceded First Nation website are to be considered the "official" documents. The Chippewas of Nawash Unceded First Nation accepts no responsibility for the accuracy of information found on other websites. The onus is on the bidder to check Chippewas of Nawash Unceded First Nation 's website to verify they have received all relevant information. The Chippewas of Nawash Unceded First Nation reserves the right to not accept a bid submission if determined that the documents have been altered from the Chippewas of Nawash Unceded First Nation 's own official documents.

**7. DELIVERY AND OFFICIAL CLOSING TIME OF TENDERS**

Tenders, sealed in an envelope bearing the Tender Submission Label provided in the Tender Package and name of the firm bidding, will be received by the Chippewas of Nawash Unceded First Nation until the **Time and Date Specified on the Cover Page of this Document** which time and date shall be considered the Official Closing Time. Tenders received after the Official Closing Time shall not be considered by the Chippewas of Nawash Unceded First Nation . The manner of delivery of any Tender shall be at the risk of the Bidder.

In the event of a discrepancy, the Chippewas of Nawash Unceded First Nation time stamp device shall be the standard of measurement. Tender Deadline Time is defined below:

Tenders received after 2:00:01 pm shall be deemed late and not be accepted.

The Chippewas of Nawash Unceded First Nation is not responsible for Tender submissions which arrive late, are not properly marked, or are delivered to the proper location. Tenders not received and time-stamped by the aforementioned deadline in the aforementioned office will be rejected and returned un-opened.

This is a sealed Tender. All Tenders shall be submitted in a sealed envelope or package with the submission label as provided from the Chippewas of Nawash Unceded First Nation firmly affixed to the outside of the envelope or package. All envelopes or packages must have bidder's name and address where indicated and envelopes must be sealed.

**Tenders must be delivered to the Band Administration Office as specified on the Cover Sheet of this document.**

Each Tender shall be marked by the Chippewas of Nawash Unceded First Nation with the time and date it is received. The Chippewas of Nawash Unceded First Nation will open the Tenders publicly at the Municipal office, following the Official

Closing Time.

**8. TENDER SUBMISSION**

All Sections of the Tender Documents must be completed in ink, with all of the blank spaces completed. All items shall be tendered according to instructions in the Tender Documents, with entries made for unit price, lump sums, extensions and totals as appropriate.

**9. WITHDRAWAL OR ALTERATION OF TENDERS**

A Bidder that has submitted a Tender may submit a further Tender at any time up to the Official Closing Time. The last Tender received shall supersede and invalidate all tenders previously submitted by that Bidder for the work.

A Bidder may withdraw their Tender at any time up to the tender submission time.

The Bidder's name and contract number shall be shown on the envelope containing such letter. Once tender opening has begun, all tenders are valid unless found to be Informal or Unbalanced.

Alterations to the Bidder's numerical entries may be made to Tenders not yet submitted prior to the Official Closing Time, provided they are legible and initialed by the Bidder's authorized officer.

**10. INFORMAL AND UNBALANCED TENDERS**

Tenders which are incomplete, conditional, illegible or obscure, or that contain additions, reservations, erasures, qualifications, alterations incorrectly submitted or irregularities of any kind will result in an invalid Tender and will be rejected by the Chippewas of Nawash Unceded First Nation .

Where a Tender process contains a requirement to identify a proposed construction duration and/or Work period, Tenders that are based upon an unreasonable duration or period of time to achieve the completion of the Work and as consequence of such schedule, results in greater overall project costs to the Chippewas of Nawash Unceded First Nation , or results in scheduling conflicts as may be specified elsewhere in the contract, such as, but not limited to: school bus routes, fisheries, issues and/or winter construction issues not anticipated, may be rejected by the Chippewas of Nawash Unceded First Nation , as the Chippewas of Nawash Unceded First Nation may determine within its sole discretion.

Wherever in a Tender the contract total for an item does not agree with the extension of the contract quantity and the unit price, the unit price will be deemed to be correct and the total price revised accordingly.

The Chippewas of Nawash Unceded First Nation will correct mathematical discrepancies as the Chippewas of Nawash Unceded First Nation may determine acting reasonably. In all cases, where an error is made in extending the unit price, the unit price shall determine the item total. Accordingly, where a unit price is shown, the value shall not be zero unless the item total is zero. Where an error has been made in transferring an amount from one part of the Tender to another, the amount shown before transfer shall, subject to any corrections made as above, be taken to be correct and the transferred amount and the total Tender prices shall be corrected accordingly.

Tenders that contain prices which appear to be so unbalanced as likely to adversely affect the interests of the Chippewas of Nawash Unceded First Nation may be rejected by the Chippewas of Nawash Unceded First Nation, as the Chippewas of Nawash Unceded First Nation may determine within its sole discretion.

Bidders that have submitted Tenders that have been rejected by the Chippewas of Nawash Unceded First Nation for any of the above-noted reasons will be notified of the reason(s) for such rejection within ten days of the Official Closing Time.

## **11. TENDER SECURITY**

A **Tender Security** is required to accompany the Tender in the **amount \$50,000** in one of or a combination of the following: Certified cheque, bank draft or money order made payable to the Chippewas of Nawash Unceded First Nation. A bid bond or letter of credit shall not be accepted as a Tender Security.

The Bidder agrees that if he should withdraw his Tender or fail for any reason to execute the agreement or provide the required bonds or other documents required, the Chippewas of Nawash Unceded First Nation may retain the Tender security for the use of the Chippewas of Nawash Unceded First Nation and may accept any other Tender; advertise for new Tenders; or not accept any Tender as the Chippewas of Nawash Unceded First Nation deems advisable.

The Tender security of the low and second low Bidder shall be retained by the Chippewas of Nawash Unceded First Nation for a period of 90 days after the official closing time or until a contract has been executed by the low Bidder. The Tender deposit of the low and second low Bidder shall be returned by the Chippewas of Nawash Unceded First Nation upon execution of a contract by the awarded Bidder. The Tender securities of all other Bidders shall be returned within 10 days of the official closing time.

The Tender security of the low Bidder shall be forfeited where the Bidder fails to return to the Chippewas of Nawash Unceded First Nation, within 10 days of receipt of the acceptance of its Tender, the executed contract and other documents required by the Chippewas of Nawash Unceded First Nation.



**12. BONDING REQUIREMENTS**

The Bidder shall include with its Tender an Agreement to Bond as per the format enclosed, executed under corporate seal by the Surety Company from which the Bidder proposes to obtain the required bonds. Only bonds issued by a Guarantee Surety Company authorized by law to carry on business in the Province of Ontario and having an office in Ontario shall be accepted.

Prior to the execution of a Contract with the Chippewas of Nawash Unceded First Nation , the Bidder shall be required to provide to the Chippewas of Nawash Unceded First Nation a Performance Bond and a Labour and Materials Payment Bond, each in the amount of 100% of the total Tender Price (including GST). The full cost of such bonds shall be deemed to be included in the total Tender Price for the Contract. The Surety Bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

**13. INSURANCE REQUIREMENTS**

The successful Bidder will be required to provide a certificate of insurance for policies covering the types of insurance required under the General Conditions of Contract or Supplementary General Conditions. Applicable to the Works, the minimum amount shall be \$5,000,000 (five million) exclusive of interest and cost with the executed Contract.

The insurance policies shall cover the Contractor, their Sub-Contractors, Chippewas of Nawash Unceded First Nation and the Chippewas of Nawash Unceded First Nation 's agent as if a separate policy had been issued to each. The Certificate of Insurance shall name the Chippewas of Nawash Unceded First Nation as an additional insured.

Any property damage deductible shall be the responsibility of the Contractor, in accordance with the OPS General Conditions of Contract. (Metric OPSS. MUNI 100).

In addition to the above requirements, the Contractor shall take out a policy of Environmental Pollution Liability Insurance (or other similar policy, such as Contractors' Pollution Liability Insurance) with a limit of not less than \$2 million on either a claims-made or occurrence basis covering the Contractor, their Sub-Contractors, Chippewas of Nawash Unceded First Nation and the Chippewas of Nawash Unceded First Nation's agents while operating or performing work at the location for the duration of this contract.

In addition to the above requirements, if blasting operations are used under the Contract, the Contractor shall take out and keep in force a separate insurance policy providing coverage for blasting operations to the same limits as set out in the General Conditions of Contract including coverage as indicated above.

**14. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)**

The successful Bidder will be required to provide a current copy of their WSIB Clearance Certificate with the executed contract and at any time during the course of the contract.

The successful Bidder will be required to provide a current copy of their WSIB MAP, CAD-7, NEER Annual Statement as appropriate with the executed contract.

**15. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005 (AODA)**

New requirements of the AODA passed by the Ontario Legislature with the goal of creating standards to improve accessibility across the Province are now in effect. All private sector organizations in Ontario were required to comply with the customer Service Standards by January 1, 2012.

Businesses and individuals that the Chippewas of Nawash Unceded First Nation has contracted to provide goods or services to customers must ensure that their employees, agents and subcontractors are trained on providing accessible customer service. All vendors will be required to complete the Chippewas of Nawash Unceded First Nation's Accessibility Compliance Form as a one-time registration in order to do work on behalf of the Chippewas of Nawash Unceded First Nation. The successful bidder will be required to provide a completed AODA Form with the executed contract.

ONTARIO REGULATIONS 429/07 (Accessible Standards for Customer Service)

In accordance with section 6 of Ontario Regulation 429/07, Accessible Standards for Customer Service, the contractor is responsible to ensure that all of its employees, volunteers, and others for which the contractor is responsible are adequately trained.

**16. CORPORATE HEALTH & SAFETY POLICY**

The successful Bidder will be required to provide a copy of their Health and Safety Policy including their program of implementation of this policy.

Under the Duties of Employer and Other Persons, (Section 25(2)(j) of the *Occupational Health and Safety Act*) the Act states:

(2) Idem - Without limiting the strict duty imposed by subsection 1, an employer shall;

(j) prepare and review at least annually a written occupational health and safety policy and develop and maintain a program to implement the policy.

This section of the *Occupational Health and Safety Act* is clear. An employer is required to have the above in place no matter how small or large a business. The Chippewas of Nawash Unceded First Nation requires that this information be part of the required documentation for contract award.

The contractor shall indemnify and hold harmless the owner, their agents and employees for any contravention's of the *Occupational Health and Safety Act*, (most current legislation) and for all legal costs incurred in the event that charges are brought against the owner pursuant to the act.

## **17. INDEMNIFICATION AND DAMAGES**

The successful Bidder agrees to indemnify and save harmless the Chippewas of Nawash Unceded First Nation from and against all claims, demands, losses, costs, damages, actions, suits, or other proceeding by any third party against the Chippewas of Nawash Unceded First Nation resulting from any act, omission or failure of the Bidder during and after the procurement process, including during the performance of the Work.

Any loss or damage to the Work caused by the action of the elements, including severe rainstorms, windstorms, floods or any other unforeseen circumstances shall be sustained and borne by the Constructor at his own expense. All material and additional Work required to make good any loss or damage to Work previously completed shall be borne at the cost of the Constructor and no claims for extra payment will be considered.

## **18. BIDDER'S ABILITY AND EXPERIENCE FORM**

Bidders shall complete the "Bidder's Ability and Experience Form" found in Section 5. They shall:

- Disclose their legal status (Federal, Provincial or foreign corporation, a partnership, a limited liability partnership or sole proprietorship)
- State the names and addresses of the responsible officers, partners or individuals as the case may be.
- Furnish satisfactory evidence that they have the requisite ability and experience (with references) in the class of work contemplated and sufficient capital and plant to enable them to complete the work successfully within the time stated in the Tender.

**19. MANDATORY CRITERIA**

It is the intention of the Chippewas of Nawash Unceded First Nation to enter into a Contract to undertake the Work as defined in the Tender Documents with a Bidder that meets all of the mandatory requirements. The mandatory requirements will be evaluated on a pass/fail basis. Where a Bidder fails to pass any mandatory criterion, the Bidder's Tender will be considered non-compliant and will not be considered further.

Bidders must provide documentation/evidence for each mandatory criterion, where requested. Failure to provide such documentation/evidence will make a Tender non-compliant and will be disqualified.

**20. ACCEPTANCE, REJECTION AND PERIOD OF VALIDITY OF TENDERS**

The Chippewas of Nawash Unceded First Nation reserves the right to reject any or all Tenders and the lowest-priced Tender will not necessarily be accepted.

The Bidders acknowledge that the Work, or portions thereof, are subject to the procurement and issuance of certain permits, authorizations, licenses, easements and other approvals as may be required from third parties, including but not limited to Grey Sauble Conservation Authority, the Ministry of the Environment, the Ministry of Transportation and Rail Authorities, under applicable laws, statutes and regulations in order to commence and perform the Work. Approvals and/or permits from the above mentioned authorities, if required, have been applied for and are in process.

In the event, any such Approvals are not issued in order to permit commencement or performance of the Work, the Cape Croker Park Ground reserves the right to either:

- Not award the Contract and cancel the Call for Tenders; or
- Award the Contract in whole or in part, subject to the right of the Chippewas of Nawash Unceded First Nation to cancel all or part of the Contract at any time after award in the event any required approvals cannot be obtained; or
- Delay the consideration of the award of the Contract until such time as the required Approvals have been obtained

Notwithstanding any requirement, the Chippewas of Nawash Unceded First Nation reserves the right to cancel or defer the work at its sole discretion where the costs exceed the Chippewas of Nawash Unceded First Nation's budget to a degree that the project is not viable, or where it appears, in the Chippewas of Nawash Unceded First Nation's sole discretion, that any permissions or

approvals required from external agencies to complete the work will not be forthcoming in a reasonable period of time, and as a consequence of such a delay, will affect the construction window and/or anticipated weather conditions to a degree that will have impact upon the construction costs or other aspects of the Work. The award of this tender is subject to approval by Chippewas of Nawash Unceded First Nation Band Council.

The Chippewas of Nawash Unceded First Nation reserves the right to not accept a tender from any person or corporation which includes all related corporations who, or which, has a claim or instituted a legal proceeding against the Chippewas of Nawash Unceded First Nation or against whom the Chippewas of Nawash Unceded First Nation has a claim or instituted a legal proceeding with respect to any previous contracts, bid submissions or business transactions who is justified as either the proposed Contractor or Subcontractor within the submitted tender.

The Bidder acknowledges that it shall have no claim against the Chippewas of Nawash Unceded First Nation, or entitlement to damages from the Chippewas of Nawash Unceded First Nation because of the Chippewas of Nawash Unceded First Nation's rejection of its Tender, or as a result of any delay in the acceptance or rejection of a Tender.

**NEGOTIATION** The Chippewas of Nawash Unceded First Nation reserves the right to negotiate with the lowest compliant bidder.

The Chippewas of Nawash Unceded First Nation may increase the extent of the project limits beyond station 2+050.

**21. CHIPPEWAS OF NAWASH UNCEDED FIRST NATION PURCHASING POLICY**

The Bidders and Contractor shall comply with the Chippewas of Nawash Unceded First Nation purchasing Policy. **FORMATION OF CONTRACT**

Upon notifying the successful Bidder that their Tender has been accepted, the successful Bidder shall provide, within ten (10) days of receipt, the following documents to be included in the contract:

- Performance and Labour & Material Bonds, as specified;
- Current WSIB Clearance Certificate, MAP, CAD-7, NEER Annual Statement as appropriate;

- Contractor Acknowledgement Form; and
- Required Certificates of Insurance.

Upon receipt, the Chippewas of Nawash Unceded First Nation shall forward three (3) copies of the Contract Documents for execution. Once the Contract has been executed, the Bidder shall be referred to as the Contractor.

**23. HARMONIZED SALES TAX NOT APPLICABLE**

**24. BIDDERS INVESTIGATION/EXAMINATION/SITE INSPECTION**

Bidders may visit the site of the Work and carefully investigate all conditions potentially affecting the Work and how it is to be completed, with respect to site access, working area, storage areas, local features including private property and utilities, as well as any other conditions that may influence the undertaking and/or pricing of the Work.

Further, the Bidder shall examine all Tender Documents, specifications, drawings and reports to ensure that the Scope of Work and the conditions of the Contract are clear.

The Bidder may carry out such further investigations as are necessary to inform him of the subsurface conditions, which will be encountered in Construction of the Works. The arrangements for such investigations should be made with the Chippewas of Nawash Unceded First Nation and any other appropriate authorities.

The Chippewas of Nawash Unceded First Nation has made no arrangements with private owners for site investigations to be carried out by prospective Bidders. If any person proposes to carry out any investigation on any property relative to the proposed Works, he shall, before entering the said property, and any other property for the purpose of obtaining access to the said property, and before commencing the said investigation, contact each owner and occupant of the said properties and advise them of the nature and extent of the proposed investigation and obtain an agreement in writing thereto of all such owners and occupants.

The person (or firm) who was responsible for carrying out such an investigation or for making use of any access as aforesaid shall reinstate promptly all property which has been disturbed by such investigation or by use of such access and shall be responsible for all damage and claims resulting there from in accordance with the said agreement of such owners and occupants.

With respect to any matter referred to in the foregoing paragraph, no person referred to therein is authorized to act as agent of or to make any representation on behalf of the Chippewas of Nawash Unceded First Nation and the Chippewas of Nawash Unceded First Nation shall not be responsible for any disturbance to

or reinstatement of any property or for any damage or claims referred to therein.

The Bidder waives any claim for additional payment resulting from conditions that could have been reasonably foreseen by the Bidder or determined by the investigation or examinations described above.

The Bidder may, upon application to the Chippewas of Nawash Unceded First Nation , perform investigation or testing of the site at the Chippewas of Nawash Unceded First Nation 's discretion.

**25. SUB-CONTRACTING**

Following acceptance of the Tender, the successful Bidder shall not, without written approval of the Chippewas of Nawash Unceded First Nation , make any arrangements or any sub-contract for the execution of any service hereby quoted on other than as described in their Tender.

It shall be a condition of the Contract that the successful Bidder shall be required to carry out, using his own forces, the minimum amount of Fifty percent (50%) of the total Work assigned. The successful Bidder shall not sub-contract more than Fifty percent (50%) of the assigned Work.

**26. MATERIALS**

All materials (except as specifically indicated in the Special Provisions) required on this Contract shall be new, un-used, not re-manufactured.

**27. FAIR WAGE**

The Contractor must abide by the applicable "Fair Wage Schedule" and any amendments there to, as approved and/or adopted by the authority having jurisdiction (The Province of Ontario) and in place at the time of the work.

**28. MANDATORY SITE MEETING  
A MANDATORY SITE MEETING WILL BE HELD ON JULY 16 AT 1:00 pm at the Cape Croker Camp Ground Administration Office. The purpose of the meeting is to review the tender and to make a site inspection of the right of way.**

**BIDS WILL ONLY BE ACCEPTED BY CONTRACTORS WHO HAVE A REPRESENTATIVE ATTEND THIS MEETING.**

**29. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA)**

*The Municipal Freedom of Information and Protection of Privacy Act*, as it relates to municipalities and local boards came into force on January 1, 1991. It sets out certain rules regarding the disclosure to third parties of information held by municipalities and local boards

If you wish any or all of the documents that you submit to the Chippewas of Nawash Unceded First Nation as part of this Tender to be protected from disclosure under the above legislation, please provide a signed letter enclosed with the Tender outlining the parts of the Tender to be protected. This letter will not guarantee that there will never be disclosure, but it does lay the groundwork for handling an application for disclosure by a third party under this legislation.

The successful Bidder shall keep daily activity logs including but not limited to the date of service, maintenance details, weather conditions and any other information deemed to be relevant to protect itself against potential litigation.

Copies of these logs shall be provided to the Owners at the end of each week.



FORM OF TENDER

CONTRACT NUMBER CCCG- 2022-01

ITEM NO.	SPEC. NO	DISCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	206 SP1	Excavation	1.0	L.S.		
2	102 310 501 SP2	Granular A	3,825	tonnes		
3	310 SP3	Hot Mix HL4	2,325	tonnes		
4	502	Pipe Removal	51.5	metres		
5	405 SP 4	100 mm Diameter Subdrain with a Geotextile Sock	760	metres		
6	706	Traffic Control	1.0	L.S.		
7	421 SP5	Polyethylene Plastic Pipe Culvert 600 mm Dia.	78	metres		
8	206 SP 6	Ditch Clean Out	290	metres		
TOTAL						

SCHEDULE OF UNIT PRICES

**TENDER FORM**

TO: Chippewas of Nawash Unceded First Nation  
135 Lakeshore Boulevard  
Neyaashiinigiing, Ontario  
N0H 2T0

Chief and Band Council of Chippewas of Nawash Unceded First Nation

I, \_\_\_\_\_, the undersigned, carefully examined the locality and site of the proposed Works, and having examined and accepted the terms and conditions set out in Contract Documents relating thereto, including the Tender Ad, the Instructions to Bidders, the Tender Form, the General Conditions of Contract and any other form or document (such as Special Provisions, Contract Drawings, Appendices, Supplemental General Conditions, Schedule of Unit Prices), hereby Tender and offer in accordance with the Contract Documents to enter into a contract to do all the Work, to provide, deliver, place and erect all materials, and to provide all labour, tools, plant, matters and things, necessary to complete and make ready for use within the time specified, the Work as described in the Contract Documents.

The undersigned hereby proposes to furnish all plant, labour, and materials, including in every case, freight, duty, exchange and sales tax in effect (excluding HST), except as otherwise specified and to complete the Work in strict accordance with the requirements of the Contract, for the sum of:

\$ \_\_\_\_\_  
\_\_\_\_\_

The Bidder further declares and agrees to the following:

- 1) That this Tender is made by the Bidder without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Tender for the same Work and is in all respects fair and without collusion or fraud.
- 2) That no person, firm or corporation other than the Bidder has any interest in this Tender or in the proposed contract for which this Tender is made.
- 3) That no member of the Band Council, or any officer of the Cape Croker is or will become interested, directly or indirectly, as a contracting party or otherwise, in the performance of the Contract, or in the supply of materials, work, or business to which it relates, or in any portion of the profits thereof, of any such supplies to be used, or in any monies to be derived.
- 4) That, this Tender shall be irrevocable until the contract is executed by the Chippewas of

Nawash Unceded First Nation or for a period of 90 days commencing from the Official Closing Time, whichever event first occurs.

- 5) That the Chippewas of Nawash Unceded First Nation may, at any time within the 90 day period, accept the Bidder's Tender whether any other Tender has been previously accepted or not.
- 6) That the Chippewas of Nawash Unceded First Nation may reject any or all Tenders.
- 7) To furnish to the Chippewas of Nawash Unceded First Nation the required Bonds as specified in the Instructions to Bidders and a Certificate of Insurance required under the Contract within 10 days from the date of mailing or facsimile of the notice of acceptance of this Tender by the Owner to the address stated hereunder.
- 8) To execute the Agreement in triplicate.
- 9) If so requested in writing by the Chippewas of Nawash Unceded First Nation , the undersigned will enter into a Contract with the Chippewas of Nawash Unceded First Nation based upon his Tender but jointly in the names of the Bidder and the Bidder's parent company, if any. The Bidder further agrees that any request by the Chippewas of Nawash Unceded First Nation as indicated above is not and shall not be deemed to be a counter-offer by the Chippewas of Nawash Unceded First Nation .
- 10) The Work is to commence no sooner than **September 12, 2022**, and is to be completed, including all restoration, no later than **October 21, 2022**. Two weeks notice to the Start of Construction along with a Construction Schedule shall be given to the Chippewas of Nawash Unceded First Nation prior to commencing the Work at which time a Start Work Order will be issued for that date which will be considered the Start of Construction. No Work will commence before issuance of the Start Work Order.
- 11) The Work shall be Substantially Performed by the earlier of:
  - Six (6) weeks after the Start of Construction
  - **October 21, 2022**
- 12) Work shall be Complete, including all restoration, no later that **October 21, 2022**
- 13) That, if the Bidder withdraws this Tender before the Chippewas of Nawash Unceded First Nation has considered the Tenders and awarded the Contract in respect thereof, at any time not later than 90 days after the Official Closing Time, the amount of the Tender Security accompanying this Tender shall be forfeited to the Chippewas of Nawash Unceded First Nation by the Bidder.
- 14) That the Bidder shall have no claim against, or entitlement to damages from the Chippewas of Nawash Unceded First Nation by reason of the Chippewas of Nawash Unceded First Nation 's rejection of its Tender or of all Tenders, or by reason of any delay in the acceptance of a Tender.
- 15) That the Tender Documents submitted by the Bidder comprise the following:

- Tender Form \_\_\_\_\_initial
- Form of Tender \_\_\_\_\_initial
- Tender Security (\$50,000) \_\_\_\_\_initial
- Agreement to Bond \_\_\_\_\_initial
- Bidder's Ability and Experience Form \_\_\_\_\_initial
- List of Subcontractors \_\_\_\_\_initial
- Addenda \_\_\_\_\_ through \_\_\_\_\_ \_\_\_\_\_initial

- 16) The Bidder agrees that he is not entitled to payment for the Contingency Item except for additional work carried out by him in accordance with the Contract and approved by the Chippewas of Nawash Unceded First Nation and then only to the extent of such additional work.
- 17) The Bidder solemnly declares that the several matters stated in the foregoing Tender are in all respects true.

This Tender is submitted by:

Company Name:

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Address:

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Telephone:

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Facsimile:

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WSIB Account No.:

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HST Account No.:

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Name & Title

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Email:

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Signature of Bidder

Date

***"I have the authority to bind the Corporation / Bidder"***

**SEALED TENDER**

<b>From:</b>	
<b>Contact:</b>	
<b>Phone:</b>	

**Deliver to:**

**The Corporation of the Chippewas of Nawash  
Unceded First Nation  
Band Administrator**

135 Lakeshore

Boulevard

Neyaashiinigiing,

Ontario

# NOH 2T0

**TENDER NUMBER:** CCCG-2022-01 **CLOSING DATE AND TIME:**  
July 27, 2022– 2:00:00 PM

**DESCRIPTION:** **Aspalt Paving**

## AGREEMENT TO BOND

We, the undersigned hereby agree to become bound as Surety for:

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in a “Performance Bond” for the amount of 100% of the total Tender, and a “Labour and Materials Payment Bond” in the amount of 100% of the total Tender, conforming to the instruments of Contract attached hereto, for the full and due performance of the Works shown and as described herein if the Tender for Contract No. CCCG-2022-01, Drainage Rehabilitation is accepted by the Chippewas of Nawash Unceded First Nation . Period of maintenance shall be twelve (12) months from completion.

It is a condition of this Agreement, that, if the above mentioned Tender is accepted by the Chippewas of Nawash Unceded First Nation , application for both bonds must be made to the undersigned within 10 days of the award of the Contract related thereto, otherwise this Agreement shall be null and void.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2022.

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Name of Bonding Company

by \_\_\_\_\_  
Signature of Authorized Person  
Signing for Bonding Company

\_\_\_\_\_  
Position of Signing Officer

Company Seal

**BIDDER'S ABILITY AND EXPERIENCE FORM**

Legal Status and Corporate Structure (See Instructions to Bidders Item 18):

\_\_\_\_\_  
The Bidder shall provide below information on contracts in this class of work that has been completed since 2019.

**A.**

Year/Project Name/Number	
Project Tender Value	
Description of Work	
Project Owner	
Owner's Project Manager (including telephone number)	

Substantial Performance Date	
Contract Completion Date	
Additional Comments (optional)	

**B.**

Year/Project Name/Number	
Project Tender Value	
Description of Work	
Project Owner	
Owner's Project Manager (including telephone number)	
Substantial Performance Date	
Contract Completion Date	
Additional Comments (optional)	

**Reference Release Form**

I, \_\_\_\_\_ authorize The Corporation of the Chippewas of Nawash Unceded First Nation to contact the person or organization listed above for the purpose of obtaining reference information relating to the Contractor or Subcontractor. These persons are authorized to disclose such information.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



Responsible Company Officers, Partners or Individuals:

Name:

Title:

Name:

Title:

Name:

Title:

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Qualifications of Bidder's Senior Supervisory Staff to be employed on this contract:

Individual curriculum vitas to be attached. Senior Supervisory Staff as listed below cannot be changed without prior written approval of the Contract Administrator.

Name:

Title:

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Qualifications & Experience:

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Name:

Title:

Qualifications & Experience:

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Name:

Title:

Qualifications & Experience:

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Name:

Title:

Qualifications & Experience:

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**Proposed Construction plant for this Contract:**

Equipment Available:

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Equipment to be Rented

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Equipment to be Purchased

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**LIST OF SUBCONTRACTORS**

The Bidder shall list here under the names of all Subcontractors and Suppliers as applicable who he proposes to use.

SUBCONTRACTORS	ADDRESS	TRADE	APPROX. VALUE OF SUB-LET WORK
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THIS AGREEMENT made in duplicate the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2022 by and between:

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Hereinafter called the “Contractor”

and

THE CORPORATION OF THE CHIPPEWAS OF NAWASH UNCEDED FIRST NATION

Hereinafter called the “Chippewas of Nawash Unceded First Nation ”

WITNESSETH

That, the Contractor for and in consideration of the payment specified in his Tender for this Work, hereby agrees to furnish all necessary plant, labour and materials, except as otherwise specified, and to complete the said Work in strict accordance with the Contract Documents, all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied therein.

The Contractor further agrees that he will deliver the whole of the Work completed in accordance with the Agreement.

IN CONSIDERATION WHEREOF, the Chippewas of Nawash Unceded First Nation agrees to pay to the Contractor for all Work done, the stipulated lump sum or sums in the Tender as enclosed herein. Holdback and Payment Terms to be as stipulated in the Contract Documents.

THIS AGREEMENT SHALL inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Contractor and on the heirs and successors of Chippewas of Nawash Unceded First Nation .

IN WITNESS WHEREOF, the Contractor and the Chippewas of Nawash Unceded First Nation have hereunto signed their names and set their seals on the day first above written.

Signed and Sealed by the Contractor:

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Signature

Date

In the Presence of:

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Signature

Name

Date

Signed and Sealed by the Chippewas of Nawash Unceded First Nation :

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Signature

Date

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Signature

Date

Date of Submission of Tender

Tender Price for Contract including  
Contingency

HST No. Account Number

WSIB Account Number

## *Ontario Provincial Standard Specifications and Drawings*

Note: All specifications used must be the most recent date or revision and shall be municipal oriented or municipal and provincial common.

### Ontario Provincial Standard Specifications

100	OPS General Conditions of Contract
102	Weighing of Materials
127	Schedule of Rental Rates for Construction Equipment
128	Supply of Pre-Qualified Material and Products
180	Management of Excess Materials
182	Environmental Protection for Waterbodies and Waterbody Banks
206	Grading
301	Restoring Unpaved Roadway Surfaces
314	Hot Mix Asphalt
401	Trenching, Backfilling and Compacting
491	Preservation, Protection and Reconstruction of Existing Facilities
501	Compacting
506	Dust Suppressants
491	Preservation, Protection and Reconstruction of Existing Facilities
501	Compacting



506	Dust Suppressants
510	Removals
706	Temporary Traffic Control Devices
805	Temporary Erosion and Sediment Control Measures
706	Traffic Control Signing
405	Pipe Subdrains
410	Pipe Sewer Installation in Open Cut
421	Construction Specifications For Pipe Installation in Open Cut

### Ontario Provincial Standa

802.010	Flexible Pipe Embedment and Backfill, Earth Exc.
803.030	Frost Treatment - Pipe Culverts, Frost Penetration Line Below Bedding Grade
803.031	Frost Treatment - Pipe Culverts, Frost Penetration Line Between Top of Pipe and Bedding Grade
200.010	Earth/Shale Grading Undivided Rural
206.01	Granular Course, Undivided Rural
206.050	Subdrain Pipe, Connection and Outlet, Rural
209.010	Rural Pavement Widening
207.041	Subdrain Pipe
2090.10	Rural Pavement Widening
802.011	Flexible Pipe Embedment And Backfill Earth Excavation
806.040	Height of Fill Table Polyvinyl Gravity Sewer Pipe

### rd Drawings

## **SPECIALPROVISIONS**

### **Special Provision 1**

#### Item 1- Excavation

Work under this item shall include excavating all material adjacent to the existing road bed required to widen the road bed to accommodate the specified road structure identified in the contract. All excavations will be at least 0.15 metres deep. The contractor shall be responsible for designing the excavation to ensure all road transitions are smooth and acceptable to the Contract Administrator.

The Contractor may dispose surplus excavated material at the Cape Croker Camp Ground disposal site located at about Sta 2+715 on the road from the Beach Y to the Last One.

Measure For Payment

Measurement shall be by lump sum.

Basis of Payment

Payment at the Contract price shall be full compensation for al Labour, Equipment and Material todo the Work.

### **Special Provision 2**

Item 2 - Granular A

Work under this item will include scarifying and blending the existing road bed and newly placed granular material in the excavated locations 150 mm bellow new top of granular A.

Measure For Payment

Measurement shall be included with the unit price (tonnes) for Granular A

Basis of Payment

Payment at the Contract price shall be full compensation for al Labour, Equipment and Material to do the Work.

### **Special Provision 3**

Item 3 - HL 4 Hot Mix

Asphalt Cement

All asphalt within this contract shall use 58-28 Performance Graded Asphalt Cement. A sample must be provided to the County if requested.

RAP Content

No RAP shall be permitted in the HL-4 mix

### **Special Provision 4**

Item 5 - 100 mm Diameter Subdrain with a Geotextile Sock

The Work shall include subdrain caps at the upstream end, rodent traps at each outlet and outlet pipe.

The bedding shall be clear stone shall be 19 mm, Type I, according to OPSS 1004.

Measure For Payment

Measurement shall be included with the unit price (m) of subdrain placed.

Basis of Payment

Payment at the Contract price shall be full compensation for al Labour, Equipment and Material to do the Work.

### **Special Provision 5**

Item 7- Polyethylene Plastic Pipe Culvert 600 mm Dia.

The Work shall include installing the culverts 0.15 bellow the inlet and outlet of the exiting culverts. The culvert at location 1+175 is new and will be field fit.

All bedding shall be granular A extend from 0.1 m bellow the pipes to the top of grade.

All frost tapers shall be granular A.

Measure For Payment

Measurement shall be included with the unit price (m) of Polyethylene Plastic Pipe Culvert 600 mm Dia. placed

Basis of Payment

Payment at the Contract price shall be full compensation for al Labour, Equipment and Material to do the Work.

## **Special Provision 6**

### Item 8 - Ditch Clean Out

The Work shall include the excavation and disposal of material to deepen the ditch to 0.5 m below the existing road grade and provide positive flow to the outlet.

The installation of a ditch from the right side of the new pipe at 1+175 to the existing water course (approximately 5 m) shall be paid under this item.

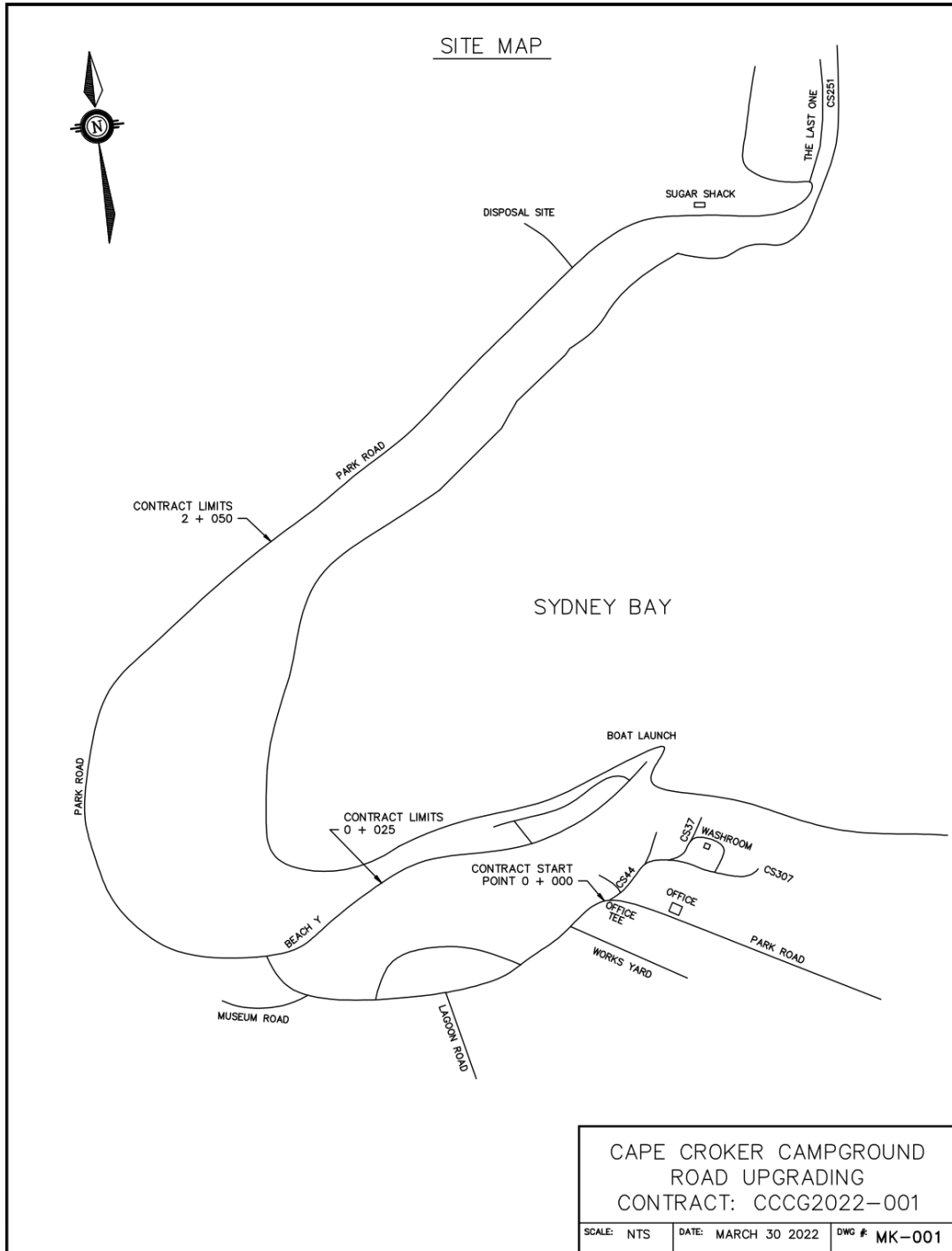
### Measure For Payment

Measurement shall be included with the unit price (m) of ditch cleaned out.

### Basis of Payment

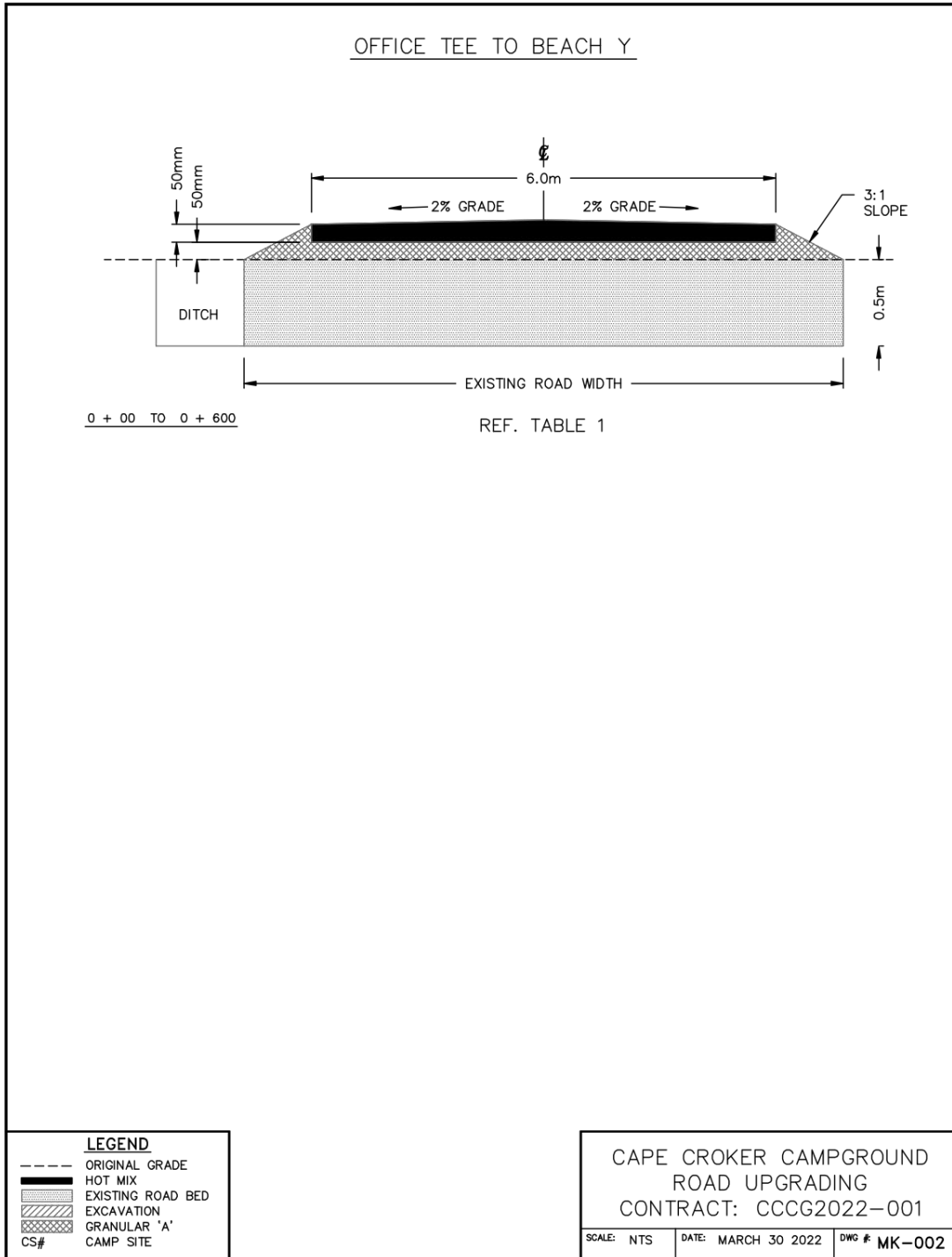
Payment at the Contract price shall be full compensation for all Labour, Equipment and Material to do the Work.

# Drawing 1 - Site Map



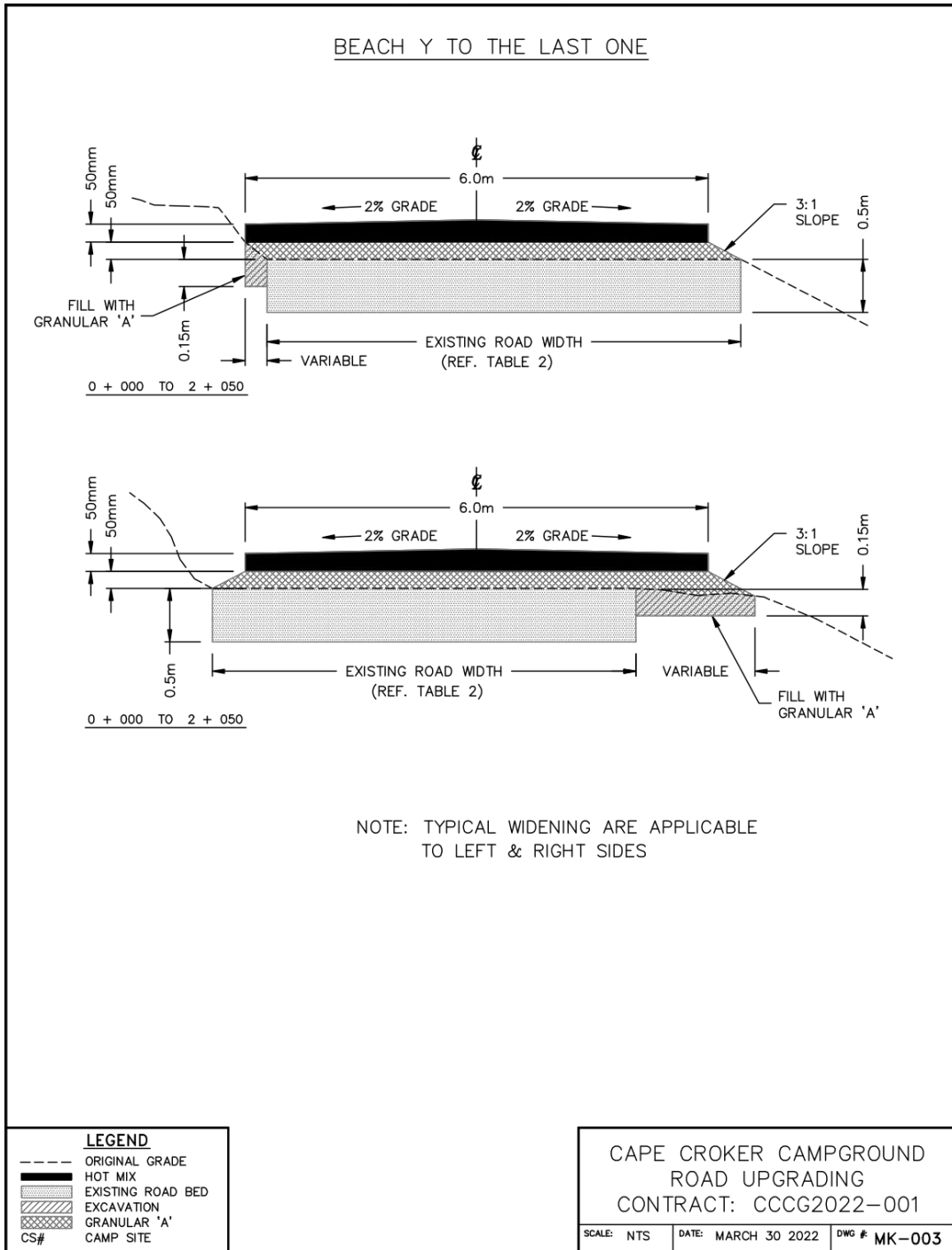


# Drawing 2 - Office Tee to Beach Y Typical



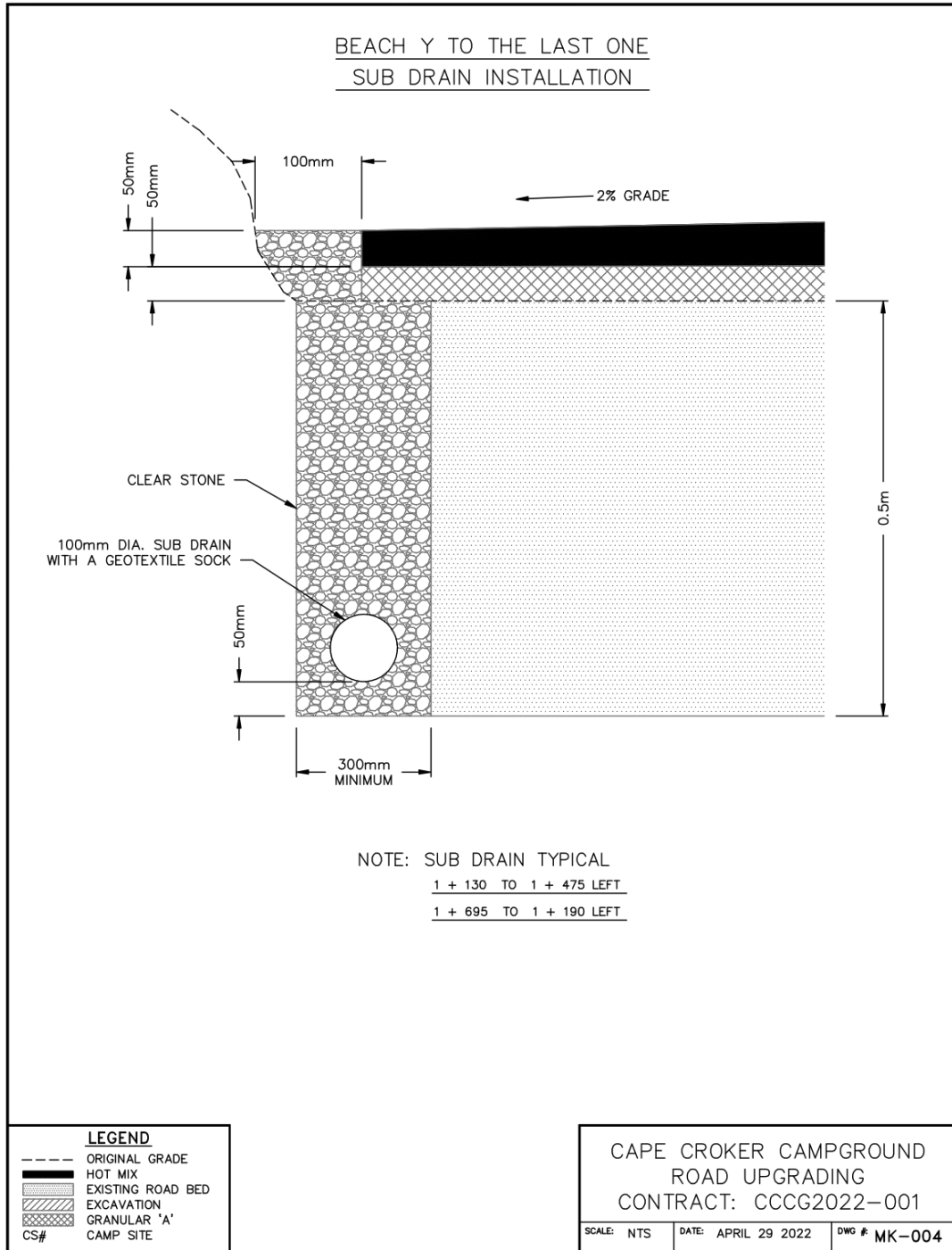


# Drawing 3 - Beach Y to the Last One Typical





Drawing 4 - Beach Y to the Last One Sub Drain Typical



Drawing 6 - Intersecting Road Typical

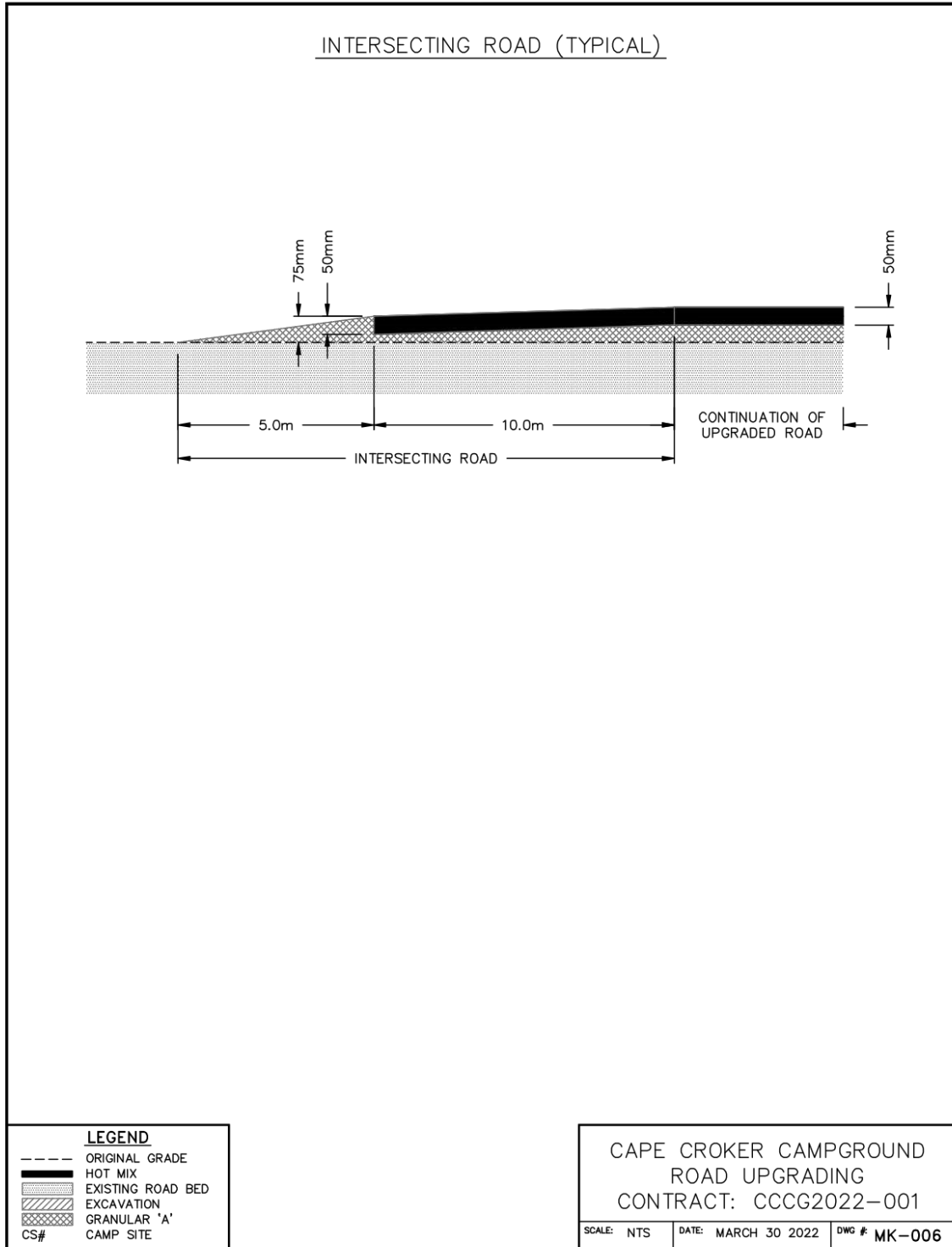


Table 1 - Quantity Material Unit Breakdown Sheet

			Granular A	Hot Mix	Excavation	
			tonnes	tonnes	each	
Office T to Beach Y						
	0+000 to 0+600			500	0	
		Road	600			
		Shoulders	150			
	Sub Total		750			
Beach Y to The Last One						
	0+000 to 2+150			1800	1.0	
		Widening Ex	500			
		Road	2300			
		Shoulders	300			
	Sub Total		3100		1.0	
Beach Y to Boat Launch						
	0+000 to 0+025		25	25		
<b>TOTAL</b>			<b>3825</b>	<b>2325</b>	<b>1.0</b>	

Drawing 5 - Beach Y to the Last One Ditch Clean Out Typical

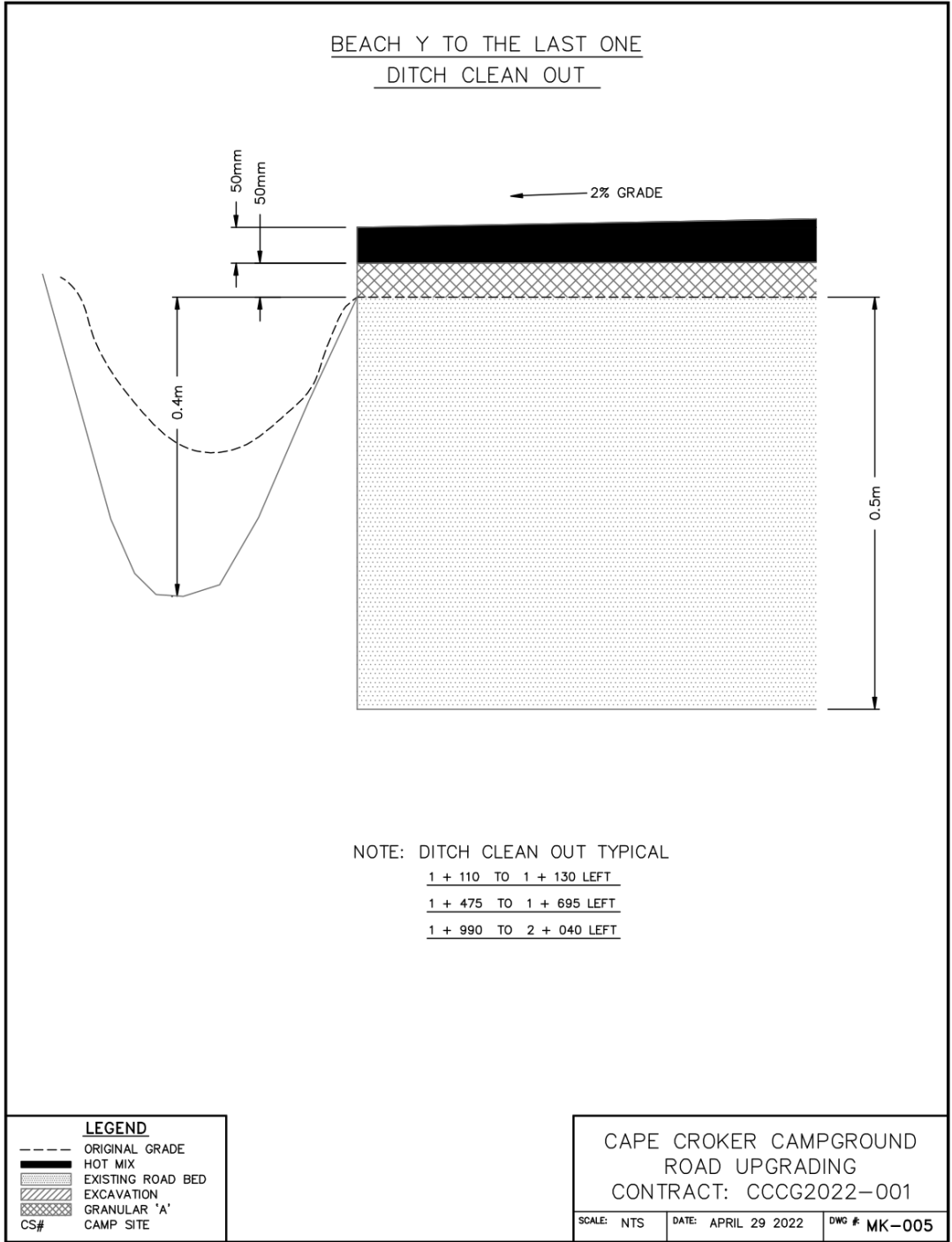


Table 2 - Quantity Breakdown

	Station	CSP Pipe Removal (m)	Pipe Culvert 600 mm Dia. (m)	100 mm diameter subdrain with geotextile sock (m)	Ditch Clean out (m)
<b>Beach Y to the Last One</b>					
	0+680	8.5	12.5		
	0+920	14	15.0		
	1+110	10	14.0		
	1+175		13.0		
	1+540	9.5	11.5		
	2+040	9.5	12		
	1+110 to 1+130 Lt				20
	1+130 to 1+475 Lt			345	
	1+475 to 1+695 Lt				220

Table 2 - Quantity Breakdown

	1+695 to 1+990 Lt			295	
	1+990 + 2+040 Lt				50
	Road Crossings Location TBD			120	
	TOTAL	51.5	78.0	760	290

Table 3 - Approximate Existing Road Width Office T to Beach Y

	OFFICE T TO BEACH Y WIDTH		
	Appoxi. Existing width (m)	Hot Mix (m)	Features
<b>0+000</b>	6.8	6.0	
<b>0+025</b>	6.7	6.0	Works Yard Road
<b>0+050</b>	6.8	6.0	
<b>0+075</b>	6.7	6.0	
<b>0+100</b>	6.7	6.0	
<b>0+125</b>	7.1	6.0	Intersecting Road
<b>0+150</b>	7.3	6.0	
<b>0+175</b>	7.3	6.0	
<b>0+200</b>	7.2	6.0	
<b>0+225</b>	7.1	6.0	
<b>0+250</b>	6.9	6.0	
<b>0+275</b>	7.0	6.0	



Table 2 - Quantity Breakdown

<b>0+300</b>	7.1	6.0	
<b>0+325</b>	7.4	6.0	Intersecting Road
<b>0+350</b>	8.5	6.0	
<b>0+375</b>	7.1	6.0	
<b>0+400</b>	7.1	6.0	Intersecting Road
<b>0+425</b>	6.6	6.0	
<b>0+450</b>	6.7	6.0	
<b>0+475</b>	6.6	6.0	
<b>0+500</b>	6.8	6.0	
<b>0+525</b>	7.4	6.0	
<b>0+550</b>	6.7	6.0	Intersecting Road
<b>0+575</b>	6.6	6.0	
<b>0+600</b>	6.9	6.0	

Table 4 - Approximate Existing Road Widths Beach Y to Last One

Station	Aprox. Ex Width (m)	Hot Mix Width (m)	Expan. Side	Feature
0+050	6.4	6.0		

Table 4 - Approximate Existing Road Widths Beach Y to Last One

<b>0+100</b>	6.4	6.0		
<b>0+150</b>	6.2	6.0	Rt	
<b>0+200</b>	6.1	6.0	Rt	
<b>0+250</b>	6.7	6.0		
<b>0+300</b>	6.0	6.0	Lt	
<b>0+350</b>	6.1	6.0	Lt	
<b>0+400</b>	6.4	6.0		
<b>0+450</b>	6.5	6.0		
<b>0+500</b>	6.3	6.0	Lt	
<b>0+550</b>	6.6	6.0		
<b>0+600</b>	6.4	6.0		
<b>0+650</b>	6.4	6.0		
<b>0+700</b>	6.1	6.0		0+680 Pipe 1
<b>0+750</b>	6.4	6.0		
<b>0+800</b>	6.4	6.0		
<b>0+850</b>	6.0	6.0	Lt	
<b>0+900</b>	5.8	6.0	Lt	0+910 Pipe 2
<b>0+950</b>	6.2	6.0		
<b>1+000</b>	6.2	6.0		
<b>1+050</b>	6.2	6.0		
<b>1+100</b>	5.9	6.0	Lt	1+110 Pipe 3
<b>1+150</b>	6.2	6.0		1+175 Pipe 4 NEW
<b>1+200</b>	6.2	6.0		
<b>1+250</b>	6.2	6.0		
<b>1+300</b>	6.2	6.0		
<b>1+350</b>	6.2	6.0		
<b>1+400</b>	6.1	6.0	Lt	

Table 4 - Approximate Existing Road Widths Beach Y to Last One

<b>1+450</b>	6.0	6.0	Lt	
<b>1+500</b>	6.1	6.0	Lt	

<b>1+550</b>	5.9	6.0	Lt or Rt	1+540 Pipe 5
<b>1+600</b>	5.8	6.0	Lt	
<b>1+650</b>	6.1	6.0	Rt	
<b>1+700</b>	6.1	6.0	Rt	
<b>1+750</b>	5.6	6.0	Rt	
<b>1+800</b>	6.0	6.0	Rt	
<b>1+850</b>	6.2	6.0	Lt or Rt	
<b>1+900</b>	6.0	6.0	Lt or Rt	
<b>1+950</b>	6.1	6.0	Lt or Rt	
<b>2+000</b>	6.1	6.0	Lt or Rt	
<b>2+050</b>	6.1	6.0	Lt or Rt	2+040 Pipe 6
<b>2+100</b>	6.1	6.0	Lt or Rt	