



Tender No. 01-2020

Crushing, Screening and Stockpiling Gravel

For the Corporation of the Municipality of Oliver Paipoonge

Public Works Department

Proposals, clearly marked as to contents are to be mailed to:

**Kevin Green, Treasurer/ Deputy CAO
Municipality of Oliver Paipoonge
3250 Highway 130
Rosslyn, ON P7K 0B1**

Tender must be submitted by:
Wednesday, March 3rd, 2020 at 1:00 p.m., local time

Late submissions will not be accepted.



FORM OF TENDER/SCHEDULE OF PRICING

TENDER NO: 01-2020 CRUSHING, SCREENING AND STOCKPILING GRAVEL

For the Corporation of the Municipality of Oliver Paipoonge
~ Public Works Department ~

Legal Name of Firm/Individual

Name of Contact Person

Mailing Address: Street Number, Street Name, City, Postal Code

Telephone No:

Fax No.:

Cell No.:

E-Mail Address

I/We, the undersigned, do hereby tender and offer to enter into contract with the Corporation of the Municipality of Oliver Paipoonge to provide **CRUSHING, SCREENING AND STOCKPILING GRAVEL** as described in the specifications, terms and conditions of the Tender Document, as set out below:

ITEM	TOTAL CUBIC METRES	PRICE PER CUBIC METRE	TOTAL PRICE
Everett Pit			
Crush & Stockpile Gravel- Everett Pit Granular "M"	3500		
Crush & Stockpile Gravel- Everett Pit Class 2 Modified	2100		
Crush & Stockpile Gravel – Everett Pit Granular "B" Type I	2000		
Germain Pit			
Crush & Stockpile Gravel – Germain Pit Granular "M"	15300		
Crush & Stockpile Gravel – Germain Pit Granular "B" Type 1	2500		
		Sub-total	

Provisional Item Screen Winter Sand @ Everett Pit (including haul to Rubin Drive, Murillo, Blend with Owner Supplied Salt (3%) and Stockpile half in Dome and Half Outside Adjacent 3500 m3 Total Quantity See Note 2.0-10		
	TOTAL	
	HST	
	TOTAL PRICE	

I/We have the authority to sign this tender on behalf of the above noted company/individual.

Printed Name: _____ Position: _____

Signature: _____ Date: _____

Printed Name: _____ Position: _____

Signature: _____ Date: _____

This Form of Tender/Schedule of Pricing, upon approval by Council, together with a Purchase Order, shall form the contract between the successful bidder and the Municipality. Successful bidder to provide all required documentation as referenced in section 1.5 of the Tender Document.

This Contract hereby accepted by the Municipality of Oliver Paipoonge this _____ day of _____, 2020 under authority of By-law No. _____.

THE CORPORATION OF THE MUNICIPALITY
OF OLIVER PAIPOONGE

Mayor

Chief Administrative Officer/Clerk



INFORMATION TO BIDDERS

1.0 SUBMISSION

Submissions clearly marked as to contents, will be received for:

TENDER NO. 01-2020 CRUSHING, SCREENING AND STOCKPILING GRAVEL

**Closing Dates and Times
Tuesday, March 3rd, 2020 1:00 PM local time**

Submit one (1) copy of this Tender Document to the undersigned in a sealed envelope by the above noted closing date and time. Tenders received after the closing date and time shall not be considered and will be returned to the bidder unopened. Facsimile, e-mail or telephone submissions will not be accepted.

Treasurer
Municipality of Oliver Paipoonge
3250 Highway 130
Rosslyn ON P7K 0B1

Tenders will be opened publicly in the Council Chambers, Oliver Paipoonge Municipal Complex, Rosslyn, immediately thereafter.

1.1 GROUNDS FOR DISQUALIFICATION OF SUBMISSION

The Municipality will disqualify or deem submissions non-compliant for the following reasons:

- Failure to submit documents in accordance with the closing date and time; or
- Failure to complete and sign tender on the form provided; or
- Failure to comply with any of the mandatory requirements.

1.2 QUESTIONS/INQUIRIES

Communications and clarification requests concerning this Tender are to be sent in writing and directed to:

Laura Gibson, Finance Assistant
Fax: (807) 935-2161
E-mail: laura.gibson@oliverpaipoonge.on.ca

Inquiries must not be directed to other Municipal employees or Elected Officials. Directing inquiries to anyone other than the designate may result in your bid being rejected. No clarification requests will be accepted by telephone.

Any and all changes to the Tender will be issued by the Director of Operations (or designate) in the form of a written addendum.

The deadline for questions/inquiries will be **Thursday, February 27, 2020 at 12:00 noon.**

1.3 RIGHTS RESERVED BY THE MUNICIPALITY

The lowest or any tender not necessarily accepted. The Municipality reserves the right to reject any or all bids, to waive irregularities and informalities therein and to award the contract in the best interest to the Municipality in its sole and unfettered discretion.

1.4 FREEDOM OF INFORMATION

All submissions to the Municipality become the property of the Municipality and as such, are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

This will confirm that the Municipality will not use/disclose the information provided, without proper authorization and will keep the information in a physically secure location to which access is given only to staff requiring access.

1.5 CERTIFICATES, INSURANCE AND INDEMNIFICATION

- a) The successful bidder shall be required to submit the following documentation prior to approval of the contract and the starting any work:
 - i) proof that the Contractor carries a minimum of \$5,000,000 liability insurance, with the Municipality of Oliver Paipoonge listed as an additional insured under the policy;
 - ii) a Workplace Safety and Insurance Board (WSIB) Clearance Certificate, if the worker who will be performing the service is not self-employed;
 - iii) undertakings to comply with the Municipality's Policies on Contractor Health and Safety and Environmental Protection; and
 - iv) an undertaking of compliance with Ontario Regulation 429/07 – Accessibility Standards for Customer Services Section 6, Training, made under the *Accessibility for Ontarians with Disabilities Act, 2005*.

- b) The successful bidder agrees to indemnify the Municipality against any and all claims by any person for payment for damages arising from any action of failure to act on the part of the Contractor in the course of the Contractor executing his duties and obligations under this agreement.

1.6 REVIEW OF REQUIREMENTS

It is understood and agreed that the bidder has by careful examination, satisfied himself as to the nature and location of the work, the quality and quantity of materials to be encountered, the character of equipment and facilities needed in the completion of the work.

1.7 GENERAL TERMS AND CONDITIONS

- a) Where a general term or condition is not explicitly stated in this tender document, the Ontario Provincial Standards for Roads and Public Works General Conditions of Contract dated November 2006 shall apply.
- b) Unless the edition number and date are specified for a code or standard, the reference to the manufacturer's and published codes, standards, and specifications are to the latest edition published by the issuing authority, current at the date of tender closing.
- c) Reference standards and specifications are quoted in this Specification to establish minimum standards. Work in quality exceeding these minimum standards conforms with the Contract.
- d) Where reference is made to a manufacturer's direction, instruction, or specification it is deemed to include full information on storing, handling, preparing, mixing, installing, erecting, applying, or other matters concerning the Products pertinent to their use and their relationship to the Products with which they are incorporated.
- e) Where reference is made to regulatory authorities, it includes all authorities who have, within their constituted powers, the right to enforce the laws of the Place of Work.

1.8 SUBSEQUENT WITHDRAWAL OR QUALIFYING OF A TENDER

- a) A Tenderer who has already submitted a Tender may submit a further Tender at any time before the official closing time. The last Tender received shall supersede and invalidate all Tenders previously submitted by the Tenderer.
- b) A Tender may be withdrawn by the Tenderer by written notice delivered to the Treasurer of The Corporation of the Municipality of Oliver Paipoonge prior to the time fixed for opening tenders.

1.9 TENDER VALIDITY

This Tender shall constitute an irrevocable offer by the Tenderer, open for acceptance by The Corporation of the Municipality of Oliver Paipoonge for a period of 60 days, after which time, if not accepted, the Tender shall be null and void. It is understood that errors in the Tender, whether accidental, caused by negligence of the Tenderer or otherwise shall not confer any additional rights of withdrawal upon the Tenderer.

1.10 ACKNOWLEDGEMENT OF ADDENDA

If addenda are issued, their receipt is to be acknowledged by the proponent by including them as part of the proposal submission to ensure that all requirements are included in the submission. Failure to include all addenda may result in your submission not being considered. The Municipality will assume no responsibility for oral instructions or suggestions.

Addenda will be provided to all who have registered with the Municipality. As well, they will be posted on the Municipality's website for download at www.oliverpaipoonge.ca/tenders. It is the bidder's responsibility to check the website prior to closing for any issued addenda. The Municipality will assume no responsibility for any addendum not received.

All bidders are to indicate and confirm the following on the line below:

Number of addenda received: _____

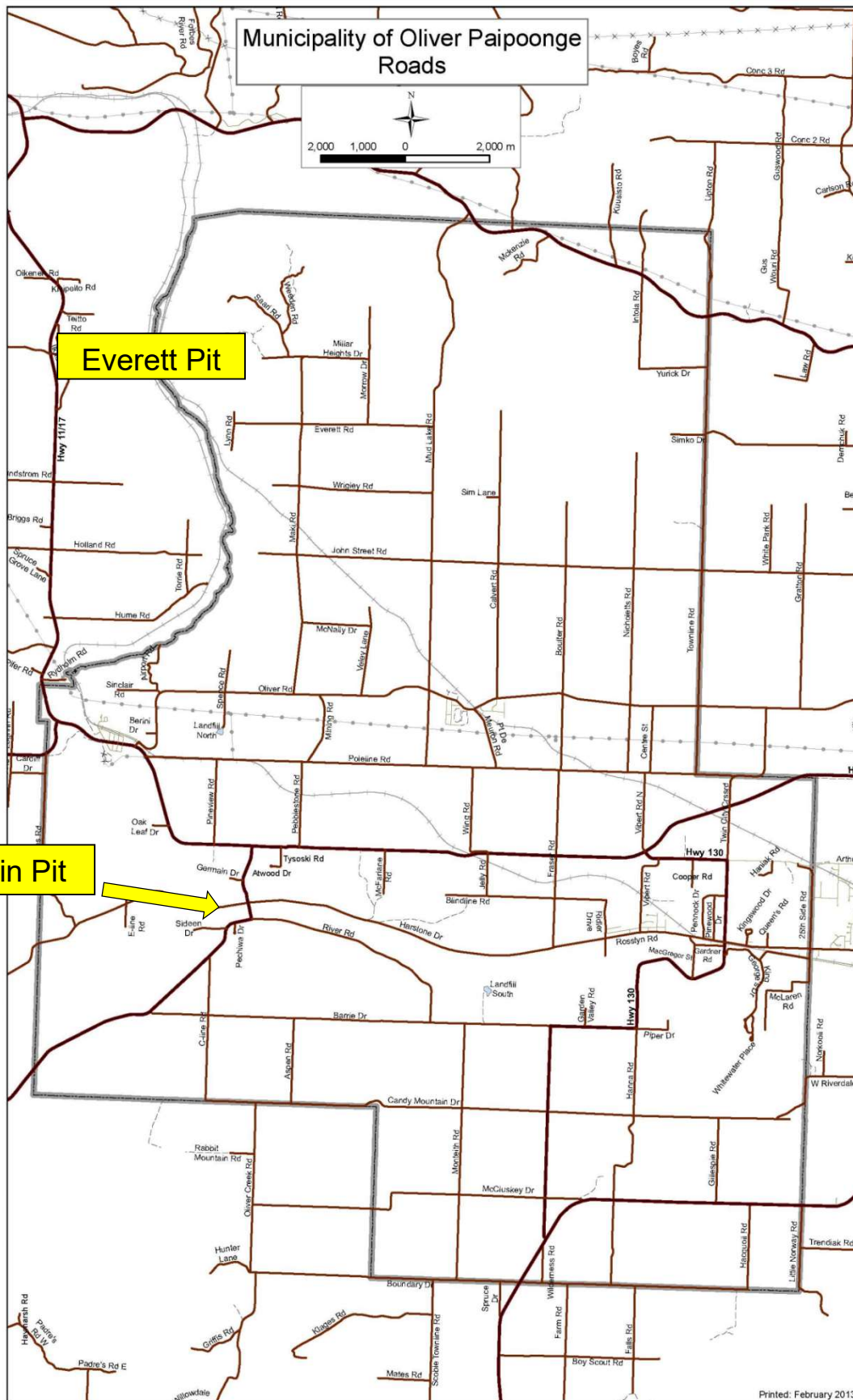
2.0 SPECIFICATIONS OF TENDER

1. Gravel to be obtained from and stockpiled in the designated areas in the municipally owned pits on Germain Drive and Everett Drive (see attached map for pit locations).
2. Conversion factor: 1 cubic metre equals 1.8 metric tonnes.
3. Material to meet the following specifications for a) & b) below, (see attached specifications sheets):
 - a) Granular "M"- Table 2 Gradation Requirements OPSS.MUNI 1010 November 2013
 - b) Class 2 Aggregate- Table 1 Gradation Requirements OPSS.MUNI 1006 November 2013 - Modified 100% Passing 9/16" Sieve
 - c) Granular "B" Type I shall have 100% passing of material 106mm sieve
 - d) Winter Sand – Table 9 OPSS MUNI 1004 – November 2012

4. Municipality will be responsible for the random testing and cost associated with material testing if required.
5. Stripping of Pit to be done by others.
6. Stockpiling to be done by truck, loader or stacker.
7. Quantity for Payment shall be determined by cross sectioning the stockpile. The Municipality will only pay for a **maximum of 3%** over and above the quantity accepted in the tender. Any amendments to the quantity over the 3% shall be approved in writing by the Chief Administrative Officer of the Municipality of Oliver Paipoonge upon recommendation by the Director of Operations.
8. Cross sectioning of stockpile will be measured by a qualified person (i.e. consulting engineer) and paid for by the Municipality.
9. Crushing operation shall not be permitted between the hours of 8 PM and 7 AM, without prior authorization.
10. **Germain Pit to be completed by Monday, May 18, 2020**
Everett Pit to be completed by Thursday, June 12, 2020
Sand to be completed by September 18, 2020*

Note: 2.0-10 Provisional Item*

This item is subject to approval by the Oliver Paipoonge Council and budget funding.





UNDERTAKING TO COMPLY WITH THE MUNICIPALITY OF OLIVER PAIPOONGE'S POLICY ON CONTRACTOR SAFETY

Name of Contractor: _____ (the "Contractor")

Description of Contract: _____ (the "Contract")

Name of Authorized Representative
of the Contractor _____

1. I/We hereby undertake:

- (a) To comply with all health and safety and environmental legislation in the performance of this contract;
- (b) To maintain a safe and healthy work environment during the performance of this contract;
- (c) To comply with the Municipality of Oliver Paipoonge Contractor Safety Policy as set out in the Supplementary General Conditions.

2. I/We hereby agree:

- (a) That compliance with all health and safety and environmental legislation is a condition of the contract and that non-compliance with same may, in the Corporation of the Municipality of Oliver Paipoonge's (hereinafter the Corporation) discretion, lead to the termination of this Contract;
- (b) To permit the Corporation to audit my/our health and safety and environmental records during the term of the contract and upon its conclusion and to co-operate fully with any such audit(s).

3. (a) I/We understand that contractor safety deficiencies will be addressed by the Corporation in the following progressive steps:

- (i) The problem will be identified to the Contractor (site supervisor).
- (ii) The Contractor's head office will be contacted about the problem, orally and later in writing.
- (iii) If required by law to immediately report the problem to a provincial and/or federal Ministry, the Corporation will immediately do so.
- (iv) If not required by law to immediately report the problem, and the problem remains unresolved, the Corporation may report the problem to the appropriate Ministry (ies).

- (v) The Contract may, in the Corporation's discretion, be suspended or terminated and/or payment withheld by the Corporation.
- (b) I/We acknowledge and agree that, depending upon the nature and/or seriousness of the deficiency, the Corporation reserves the right to bypass any or all of the steps described in subsection 3(a).

I/We have read and understood the above and agree to comply with the policy.

I/We have the authority to bind the Contractor.

_____(Date)

SIGNED, SEALED AND DELIVERED
in the presence of:

(Name of Contractor)

Per:

Authorized Signature 1

Authorized Signature 2

Print Name

Print Name

Witness

I, the undersigned witness, hereby attest to the
validity of the above signatures.

Print Name



UNDERTAKING TO COMPLY WITH THE MUNICIPALITY OF OLIVER PAIPOONGE'S POLICY ON ENVIRONMENTAL PROTECTION

Name of Contractor: _____ (the "Contractor")

Description of Contract: _____ (the "Contract")

Name of Authorized Representative
of the Contractor _____

1.1 INTENT

This Section covers the work for the protection of the environment during construction.

The provisions of this Section are in addition to the provisions of other Sections of this Contract.

1.2 SITE WORKING AREAS

Confine operations to limits of the site working area shown on Drawings.

Provide access roads to the site working area and on the site in locations shown or otherwise acceptable to the Contract Administrator.

Install fencing suitable to the Engineer to clearly define the working limits to the site working area, haul routes, parking areas, access routes and maintenance areas to ensure all activity is confined to these areas.

1.3 CODES AND STANDARDS

The Contractor shall follow the "Environmental Construction Guidelines" for Municipal, Road, Sewage and Water Projects; 1987 by the Municipal Engineers Association. These Guidelines recommend construction procedures that are considered to be sound environmental practice for the following areas of concern:

- a) Construction Works Yard and Access Routes
- b) Equipment Fueling, Maintenance and Storage
- c) Mud, Dust and Particulate Control
- d) Noise and Vibration Control
- e) Drilling and Blasting
- f) Protection of Land Features and Vegetation
- g) Clearing Right-of-Way/Disposal of Excess Material
- h) Site Drainage and Erosion Control

- i) De-watering
- j) Water Crossings and Construction through Sensitive Areas
- k) Groundwater and Well
- l) Hydrostatic Testing and Disinfection
- m) Site Restoration

1.4 PERMITS

Prior to doing any work on the shoreline or in the water body the Contractor must first apply for and receive a work permit from the Ministry of Natural Resources.

1.5 CONSTRUCTION PRACTICES

Notwithstanding the above general concerns, the following environmental construction practices are specific to this Contract:

- a) No channel construction or work shall be carried out that will interfere with the migration of fish.
- b) Control measures shall be provided to prevent silt-laden water from entering natural watercourses.
- c) The velocity of discharge water shall be controlled to prevent unnecessary disturbance of natural watercourses.
- d) All equipment maintenance and refueling shall be carried out so as to prevent the entry of petroleum products into the ground or watercourses at all times.
- e) The Contractor shall ensure the immediate availability of the products with which to effect temporary repair to broken pipelines and other services so the spill or other emission of a pollutant is immediately controlled and stopped and to mitigate the damages.
- f) Maintain temporary erosion and pollution control features installed under this contract.
- g) Control noise emission from equipment and plant to local authorities' noise emission requirements.
- h) Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.

1.6 ARCHAEOLOGY

During the performance of the work, have regard to the requirements of the Ontario Heritage Act, RSO 1980, Chapter 59, and the Cemeteries Act; RSO 1980, Chapter 337.

If any archaeological and historical resources are discovered during the performance of the work, the performance of the work in the area of the discovery is to halt. Notify the Ministry of Citizenship, Culture and Recreation, Archaeology & Heritage Planning Branch, for an assessment of the discovery. Do not resume work in the area of the discovery until cleared to do so by the Ministry.

If the Work is delayed by archaeological discoveries or the Contractor is required to assist in an archaeological investigation, compensation will be paid the Contractor in accordance with the General Conditions.

1.7 SITE RESTORATION

In general, the Contractor shall restore the site to conditions equal to or, if specified elsewhere, to a condition better than existing conditions.

The Contractor shall restore lands outside of the limits of the Work which are disturbed by the Work to their original condition.

1.8 SPILLS REPORTING

In the event of a spill or other emission of a pollutant into the natural environment, every person responsible for the emission of who causes or permits it must forthwith notify:

- a) the Ministry of Environment (Tel. 1-800-268-6060);
- b) the municipality or the regional municipality within the boundaries of which the spill occurred;
- c) the owner of the pollutant, if known;
- d) the person having control of the pollutant, if known; and
- e) the Contract Administrator of the spill, of the circumstances thereof, and of the action taken or intended to be taken with respect thereto.

1.9 CONTINGENCY PLAN

Prior to commencing construction, the Contractor shall prepare a contingency plan for the control and clean up of a spill. The Contractor shall submit for the Contract Administrator's review and the review of other responsible Parties a copy of the Contingency Plan and make appropriate changes to it based on review comments received. The plans shall be reviewed at the pre-construction meeting. The contingency plan shall include:

- a) the names and the telephone numbers of the persons in the local municipalities to be notified forthwith of a spill;
- b) the names and the telephone numbers of the representatives of the fire, the police and the health departments of the local municipalities who are responsible to respond to emergency situations;
- c) the names and the telephone numbers of the companies experienced in the control and cleanup of hazardous materials that would be called upon in an emergency involving a spill;
- d) the Contractor's proposal for the immediate containment and control of the spill, the cleanup procedures to be initiated immediately and any other action to be taken to mitigate the potential environmental damage while awaiting additional assistance; and
- e) the name and the office and home telephone number of the Contractor's representative responsible for preparing, implementing, directing and supervising the contingency plan.

1.10 DISPOSAL OF WASTES

1. Fires and burning of rubbish on site are not permitted.
2. Do not bury rubbish and waste materials on site unless approved by the Contract Administrator.
3. Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

1.11 SITE CLEARING AND PLANT PROTECTION

1. Protect trees and plants on site and adjacent properties where indicated.
2. Protect roots of designated trees to dripline during excavation and site grading to prevent disturbance or damage. Avoid unnecessary traffic, dumping and storage of materials over root zones.

3. Minimize stripping of topsoil and vegetation.
4. Restrict tree removal to areas indicated or designated by Contract Administrator.

I/We have read and understood the above and agree to comply with the policy.

I/We have the authority to bind the Contractor.

_____ (Date)

SIGNED, SEALED AND DELIVERED
in the presence of:

(Name of Contractor)

Per:

Authorized Signature 1

Authorized Signature 2

Print Name

Print Name

Witness

I, the undersigned witness, hereby attest to the
validity of the above signatures.

Print Name



ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

The Proponent shall comply with the provisions of the Accessibility for *Ontarians with Disabilities Act, 2005*, and the Regulations there under with regard to the provision of its goods, services or facilities to persons with disabilities. The Proponent acknowledges that pursuant to the *Accessibility for Ontarians with Disabilities Act, 2005*, the Municipality of Oliver Paipoonge must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

Prior to the commencement of any work the successful contractor/consultant shall furnish evidence of compliance with the most current Integrated Accessibility Standards Regulation specifically the section(s) pertaining to Training of Staff.

Agents or Consultants acting on behalf of the Municipality will incorporate accessibility criteria and features when developing specifications and/or procuring goods and services, except where it is not practical to do so. If it is not practicable to incorporate accessibility criteria and features when procuring goods or services, an explanation shall be provided.

I have the authority to bind the contracting party and I verify that our company complies with the most current Integrated Accessibility Standards Regulation specifically the section(s) pertaining to Training of Staff.

Signature: _____

Title: _____

Date: _____

Please submit to the Municipality prior to beginning of any contract work for the Municipality.



THE MUNICIPALITY OF OLIVER PAIPOONGE

3250 Highway 130
Rosslyn, ON, P7K 0B1
Telephone: (807) 935-2613 ext. 225
Fax: (807) 935-2161

REQUEST FOR BIDDER INFORMATION

Complete and fax or email this form if you are interested in submitting a response to a Tender/Proposal and have downloaded the tender/proposal document from the municipal website. This will help us keep you apprised of any addenda or updates that may be issued.

FAX: (807) 935-2161

Email: laura.gibson@oliverpaipoonge.on.ca

NOTE: It is the responsibility of the Bidder to check the Municipal Website for any addenda or updates prior to submitting a bid.

Tender No.	01-2020
Description of Tender	Crushing, Screening & Stockpile Gravel
Business Name	
Contact Name	
Address	Street Number and Name:
	City:
	Postal Code:
Phone	
Fax	
Email Address	
Preferred method to receive addenda	Check one: <input type="checkbox"/> fax <input type="checkbox"/> e-mail

www.oliverpaipoonge.ca/tenders