

**TENDER DOCUMENT FOR
RURAL MUNICIPALITY OF ARMSTRONG**

2021 SIDEWALK TENDER

R. M. OF ARMSTRONG
2021 SIDEWALK TENDER
DEFINITIONS, CONDITIONS & SPECIFICATIONS

- 1) Wherever the term “Owner” or “R.M.” is used throughout these Specifications, it shall be defined as the “Rural Municipality of Armstrong”
- 2) The Contractor shall proceed to execute the said work with due diligence to the satisfaction of the Owner who shall have the power and right to inspect all work done or to be done by the Contractor. The Contractor shall not be entitled to any payment under this Agreement until all requirements of the tender have been fulfilled to the satisfaction of the Owner.
- 3) Any amount of money deducted due to any failure described within this Tender shall be treated as liquidated damages and deducted from the amount payable to the Contractor under this Agreement.
- 4) Days of work include Monday to Friday. The Contractor shall submit a request in writing if required to work outside the normal hours of operation.
- 5) This contract can be terminated by either party on 30 days written notice. The contract shall be subject to cancellation at any time without Notice due to failure on part of the Contractor to perform and observe any of the conditions, covenants or agreements herein.
- 6) The Contractor shall comply with all instructions and regulations imposed by the RM of Armstrong or the Province of Manitoba in connection with the manner in which the Contractor shall carry out this contract.
- 7) The Contractor must regulate and direct traffic in accordance with M.I.T. specifications and supply all signage required to do so.
- 8) Interested Bidders must register with the Municipality by contacting the 204-278-3377 or emailing cao@rmofarmstrong.com to ensure they receive any tender addenda's and/or clarifications.

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CLOSE DATE: Friday, August 13, 2021 at NOON

The Rural Municipality of Armstrong is accepting tenders for the following:

Concrete sidewalk renewal 25 meters along John O' Olsen Blvd, 42 meters along First Ave., 13 meters along Haslund Ave. within the Inwood town area, including removal of existing concrete and landscaping with top soil and seed to pre-construction condition as required.

Detailed Tender packages are available to interested bidders on the RM of Armstrong website at www.rmofarmstrong.com or at the Municipal Office between the hours of 8:30 am to 4:30 pm, Monday to Friday.

Sealed submissions clearly marked **"Sidewalk Renewal, submitted by _____"** will be received by the undersigned at the address below until **NOON, Friday, August 13, 2021**. Late submissions will not be accepted.

Submit to:

Rural Municipality of Armstrong
Lot 55 Hwy 17 Box 69
Inwood, MB R0C 1P0
Attn: Corlie Larsen, CAO

Questions or concerns in respect to the tender can be directed to:

Corlie Larsen, CAO
Office Phone: (204) 278-3377
Or
Ralph Hazelton, Ward 1 Councillor
Phone: (204) 278-3287 Cell: (204) 886-7635

The RM of Armstrong reserves the right to reject any or all bids, to waive irregularities and informalities therein, and to award the tender in the best interest of the RM of Armstrong in its sole discretion. Lowest bid may not be accepted. Council may consider a 10% price variance for local bidders. Contractors must comply with Municipal requirements for liability insurance and WCB coverage.

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SECTION I INSTRUCTION TO BIDDERS

1. SUBMISSION OF TENDERS

Each Tender must be submitted in a sealed envelope to:

Rural Municipality of Armstrong
Lot 55 Hwy 17 Box 69
Inwood, MB R0C 1P0
Attn: Corlie Larsen, CAO

Sealed submissions clearly marked **“Sidewalk Tender, submitted by _____”** will be received by the undersigned at the address below until **Noon, Friday, August 13, 2021**.
Late submissions will not be accepted.

The tender, including all schedules, shall be submitted on separate forms provided. The bidder’s legal status and business address shall be disclosed. The tender shall be signed by a duly authorized official and in the case of a corporation shall be sealed with the corporate seal.

2. INQUIRIES

All inquiries prior to closing of tenders are to be directed to:

Corlie Larsen, CAO
Office Phone: (204) 278-3377
Or
Ralph Hazelton, Ward 1 Councillor
Phone: (204) 278-3287 Cell: (204) 886-7635

3. PERFORMANCE SECURITY

The Owner may request that the successful bidder shall provide and maintain with the Owner, a Performance Bond in the amount of one hundred percent (100%) of the total bid price in a form satisfactory to the Owner.

If required, the successful bidder shall provide the required Performance Bond prior to the contract commencement date and shall remain in force until the date of certified completion by the Contract Administrator.

4. EXAMINATION OF CENTRES

Prior to submitting Tender documents, all potential Bidders shall familiarize themselves with the extent of work expected, make themselves thoroughly acquainted with the requirements of the tender and obtain all information that may be necessary for the proper performance of the Contract.

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5. TENDER CLOSE

Tenders close at **Noon, Friday, August 13, 2021**. Tenders received later than the time stipulated herein shall not be accepted and will be returned unopened.

6. WITHDRAWAL OF TENDER

A bidder shall be permitted to withdraw their tender unopened after it has been deposited if such request is received in writing by the Owner prior to the time specified for opening tenders.

7. OPENING TENDERS

Tenders shall be opened at a Council Meeting. Bidders are welcome to attend the meeting of council at which the contract will be awarded. Meeting date will be forwarded to those that submit tenders when known.

8. ACCEPTANCE OF TENDERS

The Owner reserves the right to reject any or all tenders, to waive irregularities and informalities at his discretion and to accept the tender which the Owner deems to be in its best interest. The lowest tender will not necessarily be accepted.

The Bidder agrees that this tender is to continue open to acceptance and irrevocable for thirty (30) calendar days and that the Owner may, at any time within thirty (30) days of the date of the tender closing, accept this tender, whether any other tender has been accepted or not. The Owner reserves the right to negotiate at the time of acceptance, with the lowest bidder only, for a lower tender price, or for the removal from the tender of qualifying conditions, or both. No action of the Owner other than a written "Notice of Acceptance" with a Certified Resolution of Council shall constitute the acceptance of a tender.

9. BASIS OF TENDER

Prices tendered shall be gross prices including all applicable duty, fuel, freight, cartage, Federal and Provincial Taxes (Goods and Services Tax (GST), where applicable, shall be shown separately), and charges governmental or otherwise paid and including profit and all compensation which shall be due to the Bidder for supplying labour and materials not only for the classification expressly specified but for those which have been omitted and all details necessarily connected with the Work and all risks and contingencies connected therewith.

If a discrepancy is found between the 'Tender Bid' price & the 'GST' price, and the 'Total Bid Price', the 'Tender Bid' price and the 'GST' price shall be considered as representing the intention of the bidder, and the Owner will recalculate the amount. The addition of the amounts will be corrected and a corrected 'Total Bid Price' will be established.

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10. CONTRACT COMMENCEMENT

The commencement date for this work shall be within ten (10) calendar days after the date of written notification by the Owner giving verification of the award of the contract.

11. CONTRACT COMPLETION

The Contractor shall complete the entire project in accordance with the specifications referred to herein. The Contractor shall complete all work in a good and workman like manner. Completion date for all sidewalks listed is to be completed on or before **September 30, 2021**, weather permitting.

The Contractor will provide the Owner with a Schedule of activities, indicating commencement and completion of the various phases of the project. The schedule shall provide enough detail to the satisfaction of the owner, and shall not be changed without written consent from the owner. The schedule will also include weekly regular meetings between the Contractor and Owner or the Owner's representative.

If the project is not completed by the completion date stated above, the contractor shall pay the RM of Armstrong five hundred dollars (\$500.00) per day, for each day, or part thereof, the project is not completed, unless written approval from the Public Works Manager to change the completion date is granted.

12. ADDENDA

Addenda, bulletins or corrections issued during the time of Tender are to be included in the Tender and shall become part of the Contract.

13. PRICES AND PAYMENT

The Bidder shall provide a price for each item of Work identified in Section V Bid Price Form. For the concrete the work shall be measured and paid for on a unit price basis. The units to be measured and paid for shall be as identified on Section V Bid Price Form. The quantities listed on Section V Bid Price Form are to be considered approximate only. The attached map of locations is a guide only. The Municipality reserves the right to alter quantities, depending on tender prices, and will notify the awarded bidder of any such increases or decreases, and such alterations may be as much as 20% either way. The Owner will use the said quantities for the purposes of comparing bids. The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor.

All unit prices shall exclude the Goods and Services Tax, which shall be extra where applicable. Provincial Sales Tax is to be included in the unit priced. The Contractor will notify the Owner a minimum of 24 hours in advance when materials are to be brought to the job site. The Contractor will try to bring in required materials to the job site between 8:00 am and 5:00 pm, Monday to Friday.

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Any work required that does not have a unit price will be considered an extra. All extra work is to be agreed upon and be understood in writing before the said extra work commences. The price for any extra work shall also be understood in writing prior to the commencement of said work.

14. DISCREPENCIES, OMISSIONS

Prospective bidders finding discrepancies in, or omissions from the tender documents, or having any doubt as to the meaning or intent of any part thereof, should at once notify the Contract Administrator, who will send written instructions or explanations.

15. INSURANCE

The Contractor shall, at no cost to the Municipality, adequately insure all vehicles used and required to perform the work. Evidence of coverage must be provided to the Municipality prior to commencing work.

The Contractor is required to obtain Comprehensive General Public Liability coverage with limits not less than \$2,000,000.00 per occurrence or incident. The policy must name the Rural Municipality of Armstrong as an additional insured in respect of all matters associated with the contract and will protect the Municipality in respect of any and all claims arising directly or indirectly as a result of the contract. Coverage must include bodily injury, death and property damage, including loss of use thereof and shall not have a deductible that exceeds \$300.00. Prior to the Contractor beginning work for the Municipality, a Certificate of Insurance must be provided to the Municipality. Prior to the termination of such coverage, the insurer must notify the Municipality of the date of termination. Upon renewal of the policy, the insurer will provide an updated Certificate to the Municipality.

16. DAMAGE CLAIMS

The Owner or designate will investigate all claims for damage. The decision of the Owner's representative as to whether damage was foreseeable or unforeseeable shall be final and binding upon the Contractor.

Where damage is caused to private property, the contractor shall promptly supply the RM of Armstrong specific information as to dates, time, location, type of equipment and other related information as requested by the Municipality, to assist in determining responsibility.

17. OVERTIME AND HOLIDAYS

The Contractor may be asked or required to perform extended shifts and to perform on holidays. The Contractor shall not be entitled to overtime rates in either case. The Contractor will not receive any other rate other than the unit price tendered. Any overtime premium paid to the employee(s) of the Contractor is the sole responsibility of the Contractor. Notwithstanding that the Contractor may be required by law to pay an overtime premium to his/her employees.

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18. SAFETY REQUIREMENTS

The Contractor shall maintain all equipment in good working order and shall perform all obligations expressed and implied in this Tender, in a good, safe and workmanlike manner. All work shall be carried out in accordance with the safety requirements set forth in the latest revision of the employment safety regulations of the Employment Safety Act. The Contractor shall provide proof of Worker's Compensation coverage within seven (7) calendar days from the date of award of contract, and prior to commencement of said contract.

19. QUALIFICATIONS

Each Bidder shall be prepared to submit the following information, on request of the Owner:

- i) Proof that he/she is incorporated or authorized to do business in Manitoba.
- ii) Proof that he/she is financially capable of carrying out the terms of the Contract.
- iii) Proof that he/she has successfully carried out Work, similar in nature, scope and value, or is fully capable of performing the Work required to be done in accordance with the terms of this Contract.
- iv) Proof that his/her Sub-contractors (if applicable) have successfully carried out Work, similar in nature, scope or value, or is fully capable of performing the Work required to be done in accordance with the terms of this Contract.
- v) Proof that Workers Compensation covers all persons who will be undertaking the Work or any portion thereof.
- vi) Proof of Insurance for no less than the amount of \$2,000,000.00.
- vii) Such other pertinent data as may be required by the Contract Administrator.

Bidders shall provide, on request of the Contract Administrator, full access to any of the Bidder's facilities to evaluate the Bidder's ability to perform the Work.

The Bidder shall complete the Qualification Form, giving a list of previously completed work, similar in nature, scope and value, in sufficient detail to demonstrate his qualifications to undertake this Work.

20. SUBCONTRACTING

Sub-contracting is allowed. Preference will be given to bidder utilizing local contractors.

21. UTILITIES

If required; it is the Contractor's responsibility to understand any implications underground or overhead utility lines or cables may represent and any additional cost due to any implications posed by these utilities shall be borne entirely by the Contractor.

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22. WARRANTY

The Contractor shall, at his/her sole cost and expense, maintain all Work against any and all defects or deficiencies for the entire period stated by the Contractor in Section V Bid Price.

The Contractor will describe in detail what the warranty will cover, what the warranty will not cover, and the length of warranty.

Unless otherwise specified, the warranty shall include the following as a minimum:

- i) Repair and/or replace all defects in any part (materials and/or workmanship) of the construction process.
- ii) Item I will remain in effect for a minimum of 1 calendar year from the final completion of all the work required.

At least four (4) weeks prior to the expiration of the warranty period, the Contractor and the Owner (or his/her representative) shall jointly inspect the Work. Upon approval by the Owner, the Warranty clause will be terminated in writing.

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SECTION II SPECIFICATIONS

1. GENERAL SPECIFICATIONS

All construction work shall conform to the RM of Armstrong standard specifications.

2. PROJECT LOCATION AND SCOPE OF WORK

The project is to renew various sections of concrete sidewalks located at 3 sites within the Town of Inwood.

The work consists of

A. The renewal of 4ft wide concrete sidewalks as per described areas. Including the removal and disposal of pre-determined sidewalks where necessary, and final landscaping with soil and seed to pre-construction condition, using 32 MPA concrete.

All old concrete must be removed and dumped at the Meleb Waste Disposal Grounds or other landfill. Removed concrete is not to be taken to the Inwood Waste Transfer Station.

3. TRAFFIC CONTROL

The Contractor is responsible for controlling all traffic. The Contractor will provide flagman and appropriate traffic control devices the Owner deems necessary during respective phases of construction. In cases where residents will be detoured or not have access to their properties by means of vehicle, the Contractor will submit a detailed plan to the Owner, prior to commencement of any work, indicating proposed detours and appropriate signage, including a time table so that residents can be properly notified of construction detours. Appropriate signage must be placed far in advance to inform the Public of upcoming detours and shall explain alternate routes available.

4. TESTING

Materials used in this project will be subject to laboratory testing at the discretion of the Owner. The tests will be done at random. The Contractor will provide all samples at no charge to the Owner.

5. HOURS OF OPERATIONS

The normal hours of operation shall be between 8:00 am and 5:00 pm, Monday to Friday (excluding statutory holidays). Permission, understood in writing, is required to work outside the normal hours of operation.

6. SURVEY WORK

The Contractor will be responsible to provide required survey personnel and other such items incidental to the completion of the whole project. There will be no additional charge to the Owner, as these costs are to be included in the various unit prices for each phase of construction.

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SECTION III **QUALIFICATIONS FORM**

List Bidders qualifications, including samples of previous work performed similar in nature and scope.

SECTION IV **EQUIPMENT FORM**

List all equipment to be used to perform the works, include the year of equipment, serial number, make and model, and any alternative equipment that could be used in the case of a breakdown.

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SECTION V **BID PRICE FORM**

See Schedule A for guideline of locations.

ITEM	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	Replace concrete sidewalk with 4" concrete (263ft x 4ft total area)	Square foot	1052		
2	Landscaping with top soil and seed as required	Lump sum	1		

(G.S.T. extra where applicable, do not include in bid price) **Sub-Total** _____

Warranty: _____

Concrete Supplier Name: _____

Workers Compensation # : _____

Insurance Policy #: _____ Insurer: _____

Name of Bidder

Bidder Signature

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SECTION VI AGREEMENT FORM

The undersigned agrees, having read and understood all 14 pages of the 2021 Sidewalk Tender, should this tender be accepted, to faithfully perform all work necessary or incidental to the completion of the herein described project, in accordance with the specifications provided by the RM of Armstrong.

DATED at _____ this _____ day of _____ 2021.

Name of Bidder (please print)

Witness as to Bidder
(if not sealed)

Bidder's Signature (Sealed)

Address

W: _____ C: _____
Telephone Number

Fax Number