

is accepting tenders for construction of sidewalk

<u>Sealed</u> tenders clearly marked with "SIDEWALK" Will be received until **Friday**, **July 25**th, **2025**, **at 4:30 p.m**.

Please drop off or mail tenders to one of the following addresses:

Riverdale Municipality

670 – 2nd Ave Box 520 ~ Rivers MB ~ R0K 1X0

General inquiries should be directed to:

Marci Quane, CAO 204-328-5300 Email: cao@riverdalemb.ca

Riverdale Municipality

Invitation to Tender

Riverdale Municipality invites tenders for the construction of sidewalk in the following areas: East side of Columbia Street – between 2nd Avenue and 3rd Avenue, approximately 306' long, by 5' wide plus new wheelchair accessible corner at Columbia and 2nd Avenue in Rivers

Contractors submitting a Tender must be experienced and qualified in concrete work.

Scope of Work

Schedule

The proposed schedule is as follows:

- -Tender Closes July 25th, 2025, at 4:30 p.m. -Tenders Awarded July 29th, 2025
- -Completion Date September 12th, 2025

If the Bidder is not able to complete the work within this time frame or is able to complete the work within a shorter time frame, the Bidder should specify in the tender, the start and end date of its proposed delivery schedule.

TENDER CLOSING

Sealed tenders must be received by 4:30 pm on Friday, July 25th, 2025, at the following address: Riverdale Municipality $670 - 2^{nd}$ Avenue Rivers MB ~ R0K 1X0

The time the bids are received will be conclusively deemed to be the time shown on the clock used by Riverdale Municipality for this purpose.

BIDDER INSTRUCTIONS & GENERAL TERMS OF TENDER

1.0 Submission of Tenders

Tenders in accordance with the Invitation to Tender, Bidding Instructions & General Terms of Tender must be received by Riverdale Municipality by Closing at the location indicated in the Invitation to Tender. Tenders received after Closing will not be considered. Riverdale Municipality may extend the time and/or date of Closing by addendum for any reason, and, in that case, the extended date and/or time of Closing will become the new Closing Date.

Tenders must be delivered by hand or mail/courier in a sealed envelope clearly marked with the Tender title, Bidder's name and Bidder's address. Faxed, emailed or unsealed submissions will not be accepted.

2.0 Form of Tender

Bidders shall submit two signed copies of the bid, in the form attached as Schedule A and setting out in sufficient detail:

(i) Company name and contact information; and

(ii) Bid price should exclude GST.

3.0 Signatures

All tenders shall contain the full legal name of the individual, company or partnership submitting the bid, the Bidder's address and other contact information and, in the case of a company, partnership or other corporate entity, shall be signed by an authorized signatory of the bidder capable of legally binding the Bidder.

4.0 Conditions

The Undersigned (referred to as the "Bidder" and the "Contractor"), have carefully read the Tender Documents and hereby agree to execute and complete the Work contemplated in strict accordance with the said Tender Documents as the prices shown in the Schedule of Prices.

It is understood that:

(i) The prices quoted shall bear a proper relationship to the value of work done or materials supplied; and

(ii) A penalty of \$500.00 per day may be charged if full scope of work is not completed prior to completion dates indicated above.

5.0 Rights and Reservations

Riverdale Municipality:

(i) Reserves the right to reject any or all bids.

(ii) May not accept the lowest price or any bid and may, at its sole discretion, accept any bid that is deemed to be most beneficial to Riverdale Municipality.

(iii) Reserves the right to waive informalities, irregularities, technicalities and minor non-compliances.

(iv) May cancel this tender at any time prior to or after closing.

(v) Reserves the right to accept a bid in total or in part or to accept some or all options

listed.

(vi) Reserves the right, in the event that only one bid is received, to terminate this tender process.

(vii) May reject any bid that is unsigned, improperly signed, conditional, illegible, contains arithmetical errors, erasures or irregularities of any kind.

(viii) Reserves the right to change the Scope of Work and retender the Project or negotiate the Scope of Work, or a portion thereof, if Riverdale Municipality does not receive a substantially compliant bid within Riverdale Municipality's budget.

(ix) Reserves the right to reject any bids submitted by a bidder who has previously defaulted on a tender or otherwise failed to complete a contract with the Riverdale Municipality.

(x) Reserves the right to consider its legal position and risk associated with entering a contract with a party that Riverdale Municipality is in litigation with or has a history of unsatisfactory performance; and

MANDATORY CRITERIA

Received by Closing Date

Part 1 – Signed Tender Agreement Received

Part 2 – Schedule of Prices

Part 3 – Proof of Workers Compensation Number Received

7.0 Notice of Award

Riverdale Municipality will provide notice of award in writing to the successful bidder.

8.0 Revisions, Withdrawal and Irrevocability

Amendments to tenders may be submitted in writing at any time before Closing. No amendments or revisions received after Closing will be considered. Any amendment must be signed by an authorized signatory of the bidder and submitted in accordance with the requirements for the Submission of Tenders, as set out above. All tenders will remain open for the Municipalities acceptance for thirty (30) days after Closing.

9.0 Costs of Preparation and Limitation of Liability

All costs incurred by the bidder in the preparation and submission of their tender will be at their own expense. Riverdale Municipality will not be liable to any bidder for any claims, whether for costs, expenses, losses or damages, or for loss of anticipated profits, incurred by the bidder in preparing and submitting their tender or participating in this tender process.

11.0 Default of Bidder

If the successful bidder:

(i) Fails or refuses to enter into the Contract for the Works then such failure or refusal will be deemed to be a refusal by the successful bidder to enter into the Contract and Riverdale Municipality may, on written notice to the successful bidder, award the Contract to another party.

12.0 Workers Compensation

The Contractor shall comply with all provisions of the Worker's Compensation Act, with respect to all persons employed by the company and shall provide proof of coverage prior to commencement of the work.

13.0 Safety

The successful Bidder shall assume the responsibilities of the Prime Contractor for the Work as provided in Section 7 of The Workplace Safety and Health Act and shall sign a document with Riverdale Municipality identifying the successful Bidder as the prime contractor.

14.0 Prices

The bid price will represent the entire cost before GST to Riverdale Municipality. Notwithstanding the generality of the foregoing, bidders shall include in the bid price sufficient amounts to cover:

(i) The costs of all labour, equipment and material included in or required for demolition and clean up, hauling and disposal of all material including all items which, while not specifically listed in the Schedule of Prices, are included in the Work.

(ii) All overhead costs, including head office and on-site overhead costs, and all amounts for the profit of the supplier. The bid price shall cover all taxes and assessments of any kind payable but shall not include GST. GST shall be listed as separate items.

15.0 Supply Contract

The Contract for construction of sidewalk, to be entered into between Riverdale Municipality and the successful bidder, is referred to in this section as the "Contract" and the successful bidder is referred to herein as the "Contractor".

The Contract will consist of a tender agreement, signed by both parties, which will include these tender documents, and the required specifications contained herein.

Schedule A

BID SUBMISSION FORM

List of Contents

Bidders are requested to use this form for the submission of bids.

This form consists of the following:

- 1. Tender Agreement
- Map outlining construction areas
 Schedule of Prices and Delivery Schedule

TENDER AGREEMENT

The Agreement made on the day of in the year Two Thousand and Twenty-Five by and between Riverdale Municipality in Rivers, Manitoba, hereinafter called the "Municipality" and

hereinafter called the "Contractor" witnesses:

that the MUNICIPALITY and the Contractor agree as follows:

Article A-1

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The Contractor shall:

- a) Perform the Work as required by the Tender Package for construction of sidewalks as follows.
 - I. East side of Columbia between 2nd Avenue and 3rd Avenue for one block approximately 325' long.

Work is to include site preparation including demo and disposal of existing concrete/asphalt/gravel as required. Construction of a 100 mm thick concrete sidewalk, 5' wide and 325' long. Sidewalks should slope toward Columbia Street for drainage, typically with a cross slope of 2%. Textured broom finish, no visible edger marks. Landscaping to complete the grade including topsoil on either side to match into existing ground. Sidewalk is to be accessible for mobility disadvantage. North end of sidewalk will tie into 3rd Avenue.

II. South end of sidewalk must be completed with a wheelchair accessible ramp that will be accessible from Columbia Street onto 2nd Avenue sidewalk Measurements are 8' wide by 8' long.

Work is to include site preparation and construction of a Sidewalk, 5' wide and 325' long. Finish landscaping to be match into existing ground.

- b) Do and fulfil everything indicated by this Agreement; and
- c) Complete the contract no later than **September 12th, 2025**.

Article A-2

Article A-3

This bid shall be open for acceptance, binding and irrevocable for a period of thirty (30) calendar days following the Closing.

Article A-4

Subject to applicable legislation and the provisions of the Contract Documents, the MUNICIPALITY shall make payments in Canadian funds to the Contractor, on an annual basis once terms of the contract are satisfied.

Article A-5

Riverdale Municipality will not consider compensation submissions for damage to equipment caused while completing the scope of work.

Article A-5

This Contract may be terminated for cause if the Contractor or Municipality fails to perform in accordance with the terms and conditions of this Contract following delivery of a written thirty (30) day notice stating the grounds for such default.

Article A-6

Communications in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual member, or officer of the firm or Corporation for whom they are intended or if sent by post of by courier, to been delivered within five (5) working days of the date of mailing, dispatch or of delivery to the courier company when addressed as follows:

Riverdale Municipality ~ $670 - 2^{nd}$ Avenue ~ Rivers MB ~ R0K 1X0

PART A - TENDER AGREEMENT

(CONTINUED)

The Contractor at:

Article A-6

In witness whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers' thereunto duly authorized.

Riverdale Municipality

Chief Administrative Officer	Witness Name							
Signature	Signature							
Contractor								
Name & Title	Witness Name							
Signature	Signature							

RIVERDALE MUNICIPALITY – CONSTRUCTION OF SIDEWALK, RIVERS MB Tender Amount-Description **Total Project Price** East side of Columbia – between 2nd Avenue and 3rd Avenue \$ for one block approximately 325' long. Work is to include site preparation including demo and disposal of existing concrete/asphalt/gravel as required. Construction of a 100 mm thick concrete sidewalk, 5' wide. Sidewalks should slope towards Columbia Street for drainage, typically with a cross slope of 2%. Textured broom finish, no visible edger marks. Landscaping to complete the grade including topsoil on either side to match into existing ground. Sidewalk is to be accessible for mobility disadvantage. South end of sidewalk must be completed with a wheelchair accessible ramp that will be accessible from Columbia Street onto 2 Ave sidewalk Measurements are 8' wide by 8' long.

PART B – SCHEDULE OF PRICE

*Tender amount excluding GST

Please state below the proposed dates for start of work and completion of work within the specified dates under **Invitation to Tender** (or suggested alternative dates for start of work and completion of work):

Start of Work Date:

Completion of Work Date:

Bidder Company Name:

Bidder Mailing Address:

Bidder Contact Name:

Bidder Contact Phone Number:

Bidder Contact Email Address:

Bidder Workers Compensation Number:

Equipment To Be Used:

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PART C – Map of Construction Area

