



**City of Morden
Planning & Engineering**

Office: 133 7th Street, MB
Mailing: 100-195 Stephen Street,
Morden, MB, R6M 1V3

Tenderer's Information

Name

Address

Telephone

Fax

GST No.

WCB No.

1202 Tabor Home Street Base Construction Tender

Project Quick Reference Sheet

Project Summary	Base construction in preparation for street surface.
Issue Date	17 th September, 2014
Closing Date	26 th September, 2014
Closing Time	11:00 AM
Submission Location	100-195 Stephen Street, Morden, MB
Submission Format	Sealed Envelope
What to Submit	Please submit this entire package, completed and signed.
Contacts	Dave Haines, P. Eng 204-822-2567 dhaines@mordenmb.com Tatiana Sinchenko 204-822-2574 tsinchenko@mordenmb.com 133 7 th Street, Morden, MB (Office) 100-195 Stephen Street, Morden, MB R6M 1V3 (Mailing)
Pre-Tender Meeting	We recommend a review of the plans and specifications, and then an onsite meeting for an opportunity to ask questions. This is not mandatory; please contact us to make arrangements that suit your schedule.

1.1 Invitation to Tender

The City of Morden (City) invites tenders for Project **1202, “Tabor Home Street Base Construction”**.

1.2 Description of Works

- A. The Work includes:
- i. Excavation of existing common material, hauling by others;
 - ii. Excavation and hauling of existing concrete and asphalt;
 - iii. Installation of geotextile and sub-base drain;
 - iv. Installation of C-base and A-base in road and approaches.

1.3 Tender Documents

- A. Documents may be obtained at the City Office: 100-195 Stephen Street, Morden, MB. Ensure that you provide your full name, address, telephone, email and fax details to guarantee that you receive addenda.

1.4 Tender Submission

- A. The date and time of Tender Closing are **11:00, 26th September, 2014**. The City will receive Tenders at the City Office:
- 100-195 Stephen Street
Morden, MB
R6M 1V3
- B. Submission of a Tender indicates the Tenderer’s agreement that all costs and expenses associated with the preparation of the Tender are the sole responsibility of the Tenderer.
- C. The submission must be contained in a sealed envelope or package, labeled with the Project Description, “Tabor Home Street Base”, and the Tenderer’s name. The Tender submission must contain:
- i. All pages of the Tender, completed and signed where required.
- D. The City may accept Fax and Email copies of the documents at its discretion. Should the City choose to accept Tender Submissions in that format, the successful Tenderer must provide the City with the originals within one calendar week of the Tender closing date. Any Tenderer wishing to submit in this format must contact the City to make such arrangements.
- E. The City will only accept Tender submissions in the form described above. The City will not consider oral submissions for acceptance.

Section 1

Tender Instructions

- F. The City will accept amendments to a Tender submission providing that such amendment is submitted in writing, signed by the person(s) who signed the original submission, and that it arrives prior to Tender Closing in a sealed envelope labeled with the details described above. Such amendments must be in accordance with the Tender Documents.

1.5 Pre-Tender Enquiries and Addenda

- A. For any enquiries relating to the Tender please contact as indicated on the Project Reference Sheet.
- B. Clarifications, interpretations, and explanations may be made in the form of Addenda. The City may issue addenda during the Tender period and will distribute such Addenda to all persons known by the City to have obtained a set of the Tender Documents. All such Addenda shall become part of the Tender Documents.
- C. No oral clarifications, interpretations, or explanations by any person whatsoever shall bind the City in the interpretation of the Tender Documents.
- D. Should a Tenderer find any errors, omissions, or discrepancies in the Tender Documents immediately notify the City.
- E. The City will consider any requests for extension to Tender Closing but reserves the right to do so at its own discretion.

1.6 Site Inspection

- A. The Tenderer is responsible for examining the work site before submitting a Tender. The Tenderer is responsible for familiarizing itself with and allowing for all site conditions including the project locations, local conditions, access locations and limitations, topographical conditions, presence of obstructions, working widths, and all other site conditions which may affect the Work.
- B. The Tender is deemed to include the cost of working in these conditions and the City will not consider additional payment or time extensions due to site conditions which were or would have been reasonably foreseeable given a proper inspection of the site by the Tenderer.
- C. Should a Tenderer wish to make exploratory excavations or investigations at the site, it shall make arrangements with the City. The City, at its own discretion, may set conditions or limitations on such excavations or investigations and may refuse to permit them.

1.7 Bid and Performance Security

- A. The City will not require a bid bond for this project.
- B. In lieu of performance bonding, the City will implement an increased holdback as follows: the City will retain a 15% holdback until 40 days after substantial completion, after which time it will reduce to 7% and be retained for the maintenance period.

1.8 Variations to Tender Documents

- A. Tender submissions shall be in accordance with the terms and conditions contained in the Tender Documents. The City may, at its own discretion, disqualify a Tender that materially changes these terms and conditions.
- B. Should a Tenderer wish to submit a Tender that is different from the terms and conditions of the Tender Documents, it shall do so in the form of the "Tenderer's Proposed Amendments" form. The Tenderer shall submit this form in accordance with the terms and conditions of the Tender Documents and by the date and time specified therein.
- C. Note that a Tender submission cannot be accepted with such proposed amendments unless the entire Tender is complete as per the Contract Documents.

1.9 Irrevocability of Offer

The Tender submitted by the Tenderer shall remain open to acceptance by the City and shall be irrevocable for a period of sixty (60) days from the Tender Closing date.

1.10 Acceptance and Rejection of Tenders

- A. The City, at its own discretion, reserves the right to:
 - i. Accept any Tender;
 - ii. Reject any Tender;
 - iii. Accept a Tender which is not the lowest Tender;
 - iv. Reject a Tender even if it is the only Tender received by the City;
 - v. Accept all or any part of a Tender.
- B. The City reserves the right to reject any Tender containing errors, omissions, erasures, items not part of the Tender form, or any obviously unbalanced Tender.
- C. The City may disqualify or reject Tenders containing qualifying conditions or otherwise failing to comply with the Tender Documents. The City reserves its right to reject or retain for its consideration non-qualifying Tender submissions.
- D. The City reserves the right to require a Tenderer to submit qualifications and experience to prove that the Tenderer is capable of completing the Works. The City may choose to disqualify any Tenderer who it deems as inexperienced, or for any other reason may not be capable of completing the works.
- E. The City will notify the successful Tenderer in writing that its Tender has been accepted.
- F. The successful Tenderer shall submit the following original documentation to the City within seven (7) days of the notification of acceptance of Tender:

Section 1

Tender Instructions

- i. An original certificate of insurance as per MWSB Clause 10 (1) in the amount of \$2,000,000.

1.11 Withdrawal of Tender

The Tenderer may withdraw its Tender submission, unopened, if such request is received by the City in writing prior to the Tender Closing date.

----- End of Section -----

2.1 General Requirements

The following words and terms, unless context indicates otherwise, in all Contract Documents, shall have the meanings set out below:

- A. “ADDENDA” means any supplemental written specifications, instructions, or drawings issued prior to the execution of the Agreement, modifying or interpreting the Contract Documents.
- B. “AGREEMENT” means the agreement set out in Section 5.
- C. “CONTRACT DOCUMENTS” means and includes the following documents:
 - i. The Tender Documents.
 - ii. The executed Tender Form.
 - iii. The executed Bonds, if any.
 - iv. The executed Agreement.
 - v. The General Conditions and Specifications.
 - vi. Drawings.
 - vii. Specifications as set out in the following pages.
 - viii. Such other documents as may be specifically included.
- D. “CONTRACT PRICE” means the price set out in Section 4.
- E. “CONTRACTOR” means the party identified in Section 5 as the “Contractor”.
- F. “DEFICIENCY LIST” means the list of defective, deficient or incomplete items necessary for the completion of the works.
- G. “DOWN TIME” means any time that the Contractor is unable to work due to unforeseen circumstances.
- H. “ENGINEER” means and includes the Engineer of the City and any other person duly authorized to act as Engineer or to represent the Engineer on behalf of the City.
- I. “EXTRA WORK” means any work required by the Contractor to complete the Works that are not included in the unit rates of the Contract, or could not have been reasonably foreseen at the time of Tender.
- J. “MAINTENANCE PERIOD” means the period of time specified herein for which the Contractor shall be held responsible for the guarantee of workmanship for those works completed by, for, or on behalf of, the Contractor in the fulfillment of the requirements of the Contract Documents.
- K. “NOTICE TO PROCEED” means the written notice to the Contractor to proceed with the works outlined in the Contract Documents.

Section 2

General Conditions

- L. "CITY" means the party identified in Section 5 as the "City".
- M. "SUBSTANTIAL COMPLETION" means that the work has been sufficiently completed such that it is ready for use or is being used for its intended purpose and the work is capable of completion, including any work set out in the Deficiency List at a cost of not more than 1% of the balance of the Contract Price.
- N. "TENDER" means the written offer set out in Section 4.
- O. "TENDERER" means the person, persons, partnership, or corporation that submits a Tender for the proposed works.
- P. "WORK SITE" means the site where the works specified in the Contract Documents are done.

2.2 General Requirements

A. Start & Completion Dates, Coordination of Works

- i. All works must be complete by: 23rd October, 2014.
- ii. Excavation for road works may start during the storm sewer installation and there may be other utilities undertaking works at the same time. The Contractor is expected to coordinate their works with any other contractors on the site, and maintain access to other properties/construction sites. If this is not possible, the Contractor must discuss the situation with the Engineer in order to facilitate appropriate arrangements.

B. Addition and Deletion of Work

- i. The City reserves the right to increase or decrease the quantity of any Unit Price item, alter the route or alignment and make any modifications to the quantities of the contract items that it deems necessary and in its best interest.
- ii. Such modifications and changes shall not constitute grounds to change the value of any unit prices agreed in the contract for these items.

C. Existing Infrastructure

- i. The Contractor is responsible for abiding by all Federal, Provincial and Municipal Regulations and By-Laws regarding construction activities in the vicinity of existing utilities and structures.
- ii. The Contractor is responsible for verifying the existence and locations of all overhead and underground utility infrastructure and appurtenances, and obtaining the necessary approvals and permits before proceeding with the works. The Contractor is responsible for any damages to, and for the maintenance and protection of, existing utilities and infrastructure.
- iii. Where the Contractor requires the relocation or removal of existing infrastructure in order to accommodate the Contractor's method of works, all expenses for such

Section 2

General Conditions

relocations or removals will be the responsibility of the Contractor unless indicated otherwise in the Contract Specifications.

D. Equipment, Plant and Labour

- i. The Contractor shall be responsible for the provision of all the equipment, plant, tools, and labour required to complete the works to the fulfillment of the terms of the Contract Documents. The cost for this shall be deemed to be included in the Contract Price.

E. Materials

- i. The Contractor is responsible for all materials required for the works with the exception of the materials required for the sub-base drain (pipe, fittings, and appurtenances).

F. Construction Procedures

- i. Subject to the rights of the City and according to the Contract Documents the Contractor shall be solely responsible for and shall supervise and direct the work. The Contractor shall determine the means, methods, techniques, sequences, and procedures of construction, except where the Contract Documents, in order to define the quality of a particular item of work, specify a means, method, technique, sequence, or procedure for construction of that item of the work.

G. Layout & Survey

- i. The Engineer will provide the initial survey and layout for all works.
- ii. The Engineer will provide the necessary surveying materials to complete the layout and survey.
- iii. The Contractor is responsible for protecting all survey and layout reference locations. Should they be damaged due to the Contractor's lack of care, the Contractor will be responsible for the costs to reinstate the damaged references.

H. Defective or Improper Work

- i. The City shall provide the level of inspection it deems necessary to ensure that the works are complete according to the specifications of the Contract Documents.
- ii. The Contractor shall comply with any and every instruction given by the agent appointed by the City to carry out such inspections and rectify any defects or deficiencies within the period of time specified by the City.

I. Guarantee of Workmanship

- i. The Contractor guarantees the works completed by it to be free from defects in workmanship for the Maintenance Period, which is **TWELVE MONTHS (12)** from the date of Substantial completion.

2.2 Measurement & Payment

Section 2

General Conditions

- A. Measurements and payments will be according to the unit prices and units indicated in Section 4 and as explained herein.
- B. Payment will be on a monthly basis unless the City and Contractor make other arrangements and the holdback will be deducted from each progress payment.
- C. The Contractor must provide the Engineer with a detailed list of the equipment, tools, and manpower, with associated hourly rates, that they will use to complete the Works. The Engineer reserves the right to negotiate hourly rates to reflect market rates and these rates will be the basis for down time and extra work.
- D. The City will pay any Extra Work on the basis of actual time spent on that work rounded up to the nearest half hour. Before completing any Extra Work, the Contractor *must* notify the Engineer of the requirement for Extra Work.
 - i. The Engineer will make note of the equipment and manpower required for the Extra Work and will use the hourly rates to determine payment for the Extra Work.
 - ii. The City will pay for additional materials required for Extra Works on the basis of cost plus 15%, unless the material is already included in the Unit Prices, in which case Unit Prices will form the basis for payment. The Contractor must provide the necessary documentation (ie. invoices, receipts, weigh scale tickets, etc.) in order to receive reimbursement for the additional materials.
- E. In the event that the Contractor is unable to work on the project, the City may pay Down Time according to the following:
 - i. It is the Contractor's responsibility to engage in other works to limit, or eliminate, Down Time. This may mean moving off-site to a different project or relocating to other works on the site. Down Time will not apply to the time required to move equipment and manpower around on the site;
 - ii. That Down Time will be assessed on the basis of this Contract and may include a detailed review of all associated documents;
 - iii. Down Time must be agreed and recorded by the Engineer and will apply to any equipment and labour actually on site and that are normally required for the work at hand. The City reserves the right to require a list of equipment and manpower, and associated hourly rates from the Contractor;
 - iv. That Down Time will not apply to the time required by the Engineer to assess the conditions and claims unless this time exceeds one (1) hour.

2.3 Health & Safety

- A. The Contractor shall be deemed to be a “prime contractor” under the *Regulations* of the *Workplace Safety and Health Act*.
- B. The Contractor is responsible for ensuring that all activities under its control, for the duration of the works, are conducted in compliance with the Province of Manitoba’s *Workplace Safety and Health Act* including all relevant *Regulations*.
- C. The Contractor alone shall at all times be responsible for the safety of its employees, its subcontractors’ employees and other persons and equipment lawfully on the work site. The Contractor shall be responsible for maintaining the Work Site as a safe place to work and perform the work in a manner which meets all applicable requirements and standards for the Work Site.
- D. The Contractor shall obtain and maintain Workers Compensation Insurance as required by the *Workers Compensation Act*. The Contractor shall be registered and be in good standing with the *Workers Compensation Board*. The Contractor acknowledges that the City may query the Contractor’s standing with the Workers Compensation Board at the City’s discretion, and the City reserves the right to reject a Tender submission on the basis of the Contractor’s standing with the Workers Compensation Board.
- E. The Contractor will, at all times during the construction process, take every precaution to ensure the safety of vehicular, bicycle, and pedestrian traffic, and of any other contractor, sub-contractor, visitor, inspector, or any party on site for any reason, both during and outside of normal working hours.

----- End of Section -----

3.1 Reference Documents

- A. The following Specifications form an integral part of this Contract as fully as though recited in full herein:
 - a. The City of Morden Standard Construction Specification, hereafter referred to as "City Specification".
 - v. The Manitoba Infrastructure and Transportation, Standard Construction Specifications, hereafter referred to as "MIT Specification".
- B. The City Specification shall form the basis for all new construction within the City of Morden. Where there are discrepancies between the City Specification and the other specifications cited in these documents, the City Specification will supersede. The Contractor is responsible to obtain and familiarize itself with all relevant standards and specifications cited by, and included in, the Contract Documents.

3.2 Materials & Testing

- A. A-Base and C-Base shall conform to MIT Specification No. 700 & 900.
- B. The Contractor must provide soil samples for proctor evaluation.
- C. Compaction of base materials shall be to 98% Modified Proctor Density. The City will arrange for compaction tests. The costs for compaction testing will be as follows:
 - a. The first and passing result is at the City's expense;
 - b. Retests for failed result/s is/are at the Contractor's expense until the compaction efforts meets the specification.

3.3 Common Excavation & Restorations

- A. All excavated materials are to be hauled away. The City will arrange for providing trucks to haul excavated common materials, with the exception that the Contractor is responsible to provide trucks for hauling concrete and asphalt.
- B. The Contractor shall be responsible for the cost to restore areas that were unnecessarily impacted by the method of construction where the Contractor was deemed to be careless or negligent during the construction process.
- C. See the plans for additional specifications.

----- End of Section -----

4.1 Quantities and Prices

- A. The Tenderer hereby submits unit prices as required by the specifications and agrees that the City will use these as the basis for payment of work. The quoted prices shall remain in force until the date of contract completion.
- B. The Tenderer agrees that the City will use the unit prices agreed upon in the Tender Form to determine the value of any works added to, or deleted from the Contract.
- C. The Tenderer agrees that the Tender Price, including the unit prices, includes all necessary costs to complete the works unless otherwise indicated elsewhere in the Tender Documents.
- D. The Tenderer agrees that the City, or its appointed representative, will measure the progress of the work.
- E. The Total Tender Amount should agree with the sum of the individual unit prices plus GST.

4.2 Unit Price Item Explanations

- A. *Item 1* is for common excavation and the price includes only the excavation to the top of the subgrade; the City will provide trucks for hauling.
- B. *Items 2 & 3* are for breaking up and removing the existing asphalt and concrete as marked on the plans. The Contractor is to arrange for the removal and hauling
 - a. Asphalt goes to City's compost site on Willcocks Road.
 - b. Concrete goes to the City's Landfill about 2 miles west of Morden. Contact Public Works to make delivery arrangements.
- C. *Item 4* is for the *placement only* of the geotextile fabric and geo-grids; the City will supply the materials required for these. Both come in rolls and require minimum overlap as indicated on the plans; the installation procedure for both is exactly the same. Note that geotextile installation is beneath the C-Base, while geo-grid installation is between the C- & A- base.
- D. *Item 5* is for the placement of the sub-base drain, including the connections to the catch basins. Materials provided by the City as indicated on the plans.
- E. *Items 6 & 7* are for the supply, placement and compaction of the base gravels.
- F. *Item 8* is for the supply and installation of 4' high snow fence along both sides of the street, as shown on the plans.

Section 4

Tender Price

4.3 Unit Prices

Item Description	Qty.	Unit	Unit Price (\$)	Total Price (\$)
1. Common Excavation	10,000	YD3	\$	\$
2. Asphalt Excavation & Removal	60	YD3	\$	\$
3. Concrete Excavation & Removal	115	YD3		
4. Geotextile & Geo-grid Installation Only	13,600	SM	\$	\$
5. Sub-Base Drain Installation	1,800	LM		
6. C-Base Supply & Installation	3,650	YD3	\$	\$
7. A-Base Supply & Installation	1,850	YD3	\$	\$
8. Snow Fence Installation	1,280	LM	\$	\$

Note: 'LM' – Lineal Meters; 'SM' – Square Meters; 'YD3' – Cubic Yards

Total Price \$

GST (5%) \$

Total Tender Price \$

Total Tender Price (printed):

4.4 Contractor’s Labour, Equipment, and Materials Rates

G. The Tenderer agrees that the City will pay any Extra Work on the basis of hourly rates indicated in Tenderer’s Rates. Please list all equipment, tools, manpower, etc. that you intend to use to complete Works and associated hourly rates.

H. Where the City lists specific items in the table, please be sure to provide those.

I. Tenderer’s Rates:

Item (Material, Labour, Equipment, Etc.)	Rate (\$)	Hourly/Daily/Cubic Yard/Etc.

4.5 Tenderer's Notes & Proposed Amendments

- A. The following is a full and complete list of the Tenderer's proposed changes or amendments, to the Tender Documents, *or any notes the Tenderer wishes to make to clarify their tender.*

- B. Use additional pages if necessary. Any additional pages must be signed and dated as below.

Section 4

Tender Price

4.6 Tender Execution

By executing this Tender, the Tenderer acknowledges that it has read and understood the documents and agrees to be bound by all the terms, conditions, and specifications herein.

This Tender is executed at _____ this ____ day of _____, 2014.

SIGNED, SEALED AND DELIVERED)	TENDERER
)	
In the presence of:)	_____
)	(Company Name)
_____)	
(Print Witness Name))	
)	_____
)	(Print Name & Title)
)	
_____)	
(Witness Address))	_____
)	(Signature)
_____)	
(Witness Signature))	_____
)	(Print Name & Title)
)	
)	
)	_____
)	(Signature)

----- End of Section -----

Section 5

Agreement

This Agreement made this ____ (day) of _____ (month), 2014

BETWEEN: _____ (the "Contractor")

AND: City of Morden (the "Owner")

FOR: The Works as described in the Contract Documents for the Tabor Home Street Base Project

This agreement witnesses that the Contractor and the Owner agree as follows:

1. The Contractor shall provide the necessary labour, plant, equipment, and materials required to perform the work within the required time, as required by the Contract Documents.
2. The Owner shall pay the Contractor the Contract price, as required by the Contract Documents.
3. The Contract Price shall be as follows:
 - a. The Tender Price, for the unit prices agreed upon and for the actual quantities of work performed by the Contractor; and,
 - b. Any payments made on account of changes, as may be required by the Contract documents.
4. The Contractor shall commence the Work on the date agreed upon by both parties and shall complete all works within the period agreed upon by both parties.
5. The Contract Documents, including the Tender Form, all appendices and Addenda, shall form a part of this Agreement.
6. The Contractor shall not assign the Contract, or any portion of the Contract, or any payments due or to become due under the Contract, without the express written consent of the City.

Section 5

Agreement

Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF the Contractor and the Owner have executed this Agreement this ____ day of _____, 2014.

SIGNED, SEALED and DELIVERED
on behalf of the Contractor

In the presence of:

Print Name of Witness

Address

Signature of Witness

) **CONTRACTOR**

) _____
) Company Name

) _____
) Signature

) _____
) Print Name & Title

) _____
) Signature

) _____
) Print Name & Title

SIGNED, SEALED and DELIVERED
on behalf of the Owner

In the presence of:

Print Name of Witness

Address

Signature of Witness

) **OWNER**

) _____
) Company Name

) _____
) Signature

) _____
) Print Name & Title

) _____
) Signature

) _____
) Print Name & Title