



TENDER DOCUMENT FOR

TOWN OF ARBORG

2025 Sidewalk Construction & Repairs Tender

Prepared by

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TOWN OF ARBORG
2025 Sidewalk Construction

INVITATION TO TENDER

The Town of Arborg is accepting tenders for the following sidewalk construction and repairs:

- Concrete Sidewalk Construction

Sealed submissions clearly marked ***“2025 Sidewalk Construction Tender, submitted by _____”*** will be received by the undersigned at the address below until **Noon, July 18th, 2025**. Late submission will not be accepted.

Completed tenders must be submitted by Noon on July 18, 2025 to:

Town of Arborg
PO Box 159, 337 River Road
Arborg, MB R0C 0A0
Attention: Justin Hoplock

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

Justin Hoplock
Operations Manager
Phone: (204) 376-2647
Cell: (204) 206-0031
Email: operations@townofarborg.com

The Town of Arborg 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 Town of Arborg 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, WCB coverage and business licencing to be eligible to be awarded the contract.



TOWN OF ARBORG
2025 Sidewalk Construction

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**TOWN OF ARBORG
REQUEST FOR TENDER
2025 Sidewalk Construction
PART 1 – DEFINITIONS, CONDITIONS & SPECIFICATIONS**

- 1.1** Wherever the term “Owner” or “Town” is used throughout these Specifications, it shall be defined as the “Town of Arborg”
- 1.2** 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.
- 1.3** 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.
- 1.4** 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.
- 1.5** 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. Failure to complete the contract to the specifications outlined in the tender documents may result in disqualification from bidding for a period of two years.
- 1.6** The Contractor shall comply with all instructions and regulations imposed by the Town of Arborg or the Province of Manitoba in connection with the manner in which the Contractor shall carry out this contract.
- 1.7** The Contractor must regulate and direct traffic in accordance with M.I.T. specifications and supply all signage required to do so.



**TOWN OF ARBORG
REQUEST FOR TENDER
2025 Sidewalk Construction
PART 2 - INSTRUCTION TO BIDDERS**

2.1 Submission of Tenders

Each tender must be submitted in a sealed envelope or emailed to:

Town of Arborg
PO Box 159, 337 River Road
Arborg, MB R0C 0A0
Attention: Justin Hoplock
[operation@townofarb.org.com](mailto:operation@townofarb.org)

The outside of each envelope must be clearly labeled, **“2025 Sidewalk Construction, submitted by ____”, by Noon, July 18th, 2025**. 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.

2.2 Inquiries

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

Justin Hoplock
Operations manager
Phone: (204) 376-2647
Email: [operations@townofarb.org.com](mailto:operations@townofarb.org)

2.3 Performance Security

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

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.

2.4 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.



2.5 Tender Close

Tenders close at **Noon, July 18th, 2025**. Late submissions will not be accepted.

2.6 Withdrawal of Tenders

Bids may be withdrawn without penalty at any time prior to the time set for the closing of bids provided that written notice of such withdrawal is provided to the Town in the manner specified above. Bidders who withdraw their bids after the time set for closing of bids may be liable to the Town for breach of contract.

2.7 Opening Tenders

Tenders shall not be opened publicly. Bidders are welcome to attend the meeting of Council at which the contract will be awarded.

2.8 Acceptance of Tenders

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

The Bidder agrees that his tender is to continue open to acceptance and irrevocable for thirty (30) calendar days and that the Town 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 Town 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 Town other than a written "Letter of Acceptance" with a Certified Resolution of Council shall constitute the acceptance of a tender. Successful bidder shall hereinafter be referred to as the "Contractor".

2.9 Basis of Tender

Prices shall be deemed to include:

- a) duty;
- b) freight and cartage;
- c) Federal and Provincial taxes (except the Goods and Services Tax (GST, which shall be extra where applicable) and all charges governmental or otherwise paid; and
- d) Profit and all compensation which shall be due to the Contractor for the Work and all details necessarily connected with the completion of 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.



2.10 Contract Commencement

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

2.11 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 **Item 4.1** on **PART 4 Tender Forms** (Page 13) is on or before **August 31, 2025**

The Contractor will provide the Town 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 Public Works Foreman, and shall not be changed without written consent from the Public Works Foreman. The schedule will also include weekly regular meetings between the Contractor and Town's representative.

2.12 Addenda

Addenda's, clarification or corrections issued while the Tender is open are to be included in the Contract and shall become part of the Contract. Addenda's will be emailed to all bidders that received an invitation to tender.

2.13 Prices and Payment

The Bidder shall provide separate Tender Bid amounts for the work identified in **PART 4 Tender Forms**. The work shall be paid on a lump sum price basis subject to a lien hold back of 7.5%, payable within 40 days after Substantial Completion has been achieved. GST, where applicable, shall be shown separately.

Should there be any additional work required by the Town, which has not been included in the tender package; it will be considered an 'extra'. Prior to any 'extra' work being done, the Town and the Contractor will agree upon the work and the terms of payment. Such conditions will be documented and signed by both parties prior to any additional work commencing.

2.14 Discrepancies, 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.

2.15 Insurance

The Contactor shall, at no cost to the Town, adequately insure all vehicles used and required to perform the work. Evidence of coverage must be provided to the Town 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 Town of Arborg as an additional insured in respect of all matters associated with the contract and will protect the Town 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 \$500.00. Prior to the Contractor beginning work for the Town, a Certificate of Insurance must be provided to the Town. Prior to termination of such coverage, the insurer must notify the Town of the date of termination. Upon renewal of the policy, the insurer will provide an updated Certificate to the Town.

2.16 Damages and Costs

The Contractor shall be solely responsible for:

- (a) all costs that it may incur through the performance of the Work; and
- (b) any damages that the Town may incur as a result of any error or deficiency caused by either it or any of its equipment in the course of completing the Work and any damage shall be reported to the Public Works Foreman or his designate overseeing the Work (or portion thereof) immediately upon notification of damage, error or deficiency.

The Contractor shall be responsible for remedying and repairing all errors and deficiencies in the Work caused by any equipment and shall further be solely responsible for all costs incurred in connection therewith. All errors shall be followed up in writing by the contractor stating the cause, who was it reported to and how the error was rectified.

2.17 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.

2.18 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.

2.19 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 of a valid Business License with the Town of Arborg.
- iii) Proof that he/she is financially capable of carrying out the terms of the Contract.



- iv) 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.
- v) 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.
- vi) Proof that Workers Compensation is in good standing and covers all persons who will be undertaking the Work or any portion thereof.
- vii) Proof of Insurance for no less than the amount of \$2,000,000.00.

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.

2.20 Subcontracting

Bidders who propose to subcontract any portion of the Work shall list any Sub-Contractors they propose to engage, with the description of the sub-contracted work. Where a Sub-Contractor(s) is not identified, it will be interpreted that the Bidder proposes to execute that class of Work with the Bidder's own forces.

2.21 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.

2.22 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 VI Bid Price Form. 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 Town (or his/her representative) shall jointly inspect the Work. Upon approval by the Town, the Warranty clause will be terminated in writing.



2.23 Contractor Responsibilities

For maintenance, servicing and repair contracts other than multi-employer construction projects described above, the person arranging for a contracted service on behalf the Town of Arborg will be responsible for monitoring the safety of the contractor's operations, orienting the contractor to the municipality's facilities and the safety requirements which are applicable to the area in which they are working. Contractors are responsible for the safety and health of their own employees and operations and for working safely during the course of performing contract work for the Town of Arborg.

All contractors will sign a Contractor Safety Agreement which confirms that the contractor will:

- i) Maintain Workers' Compensation Board coverage for the contractor employees assigned to work on the Town of Arborg property.
- ii) Meet the requirements of Workplace Safety and Health Act and regulations and follow applicable policies and procedures established by the Town of Arborg.
- iii) Provide safe tools and equipment, all necessary personal protective equipment and first aid supplies required for contractor use.
- iv) Maintain work areas in a safe manner and correct unsafe working conditions as they are identified.
- v) Instruct all contract employees in safe work procedures and advise them of the hazards on the job and in the working environment.
- vi) Ensure all contract work is completed in a manner that does not jeopardize the safety of anyone in the area of the construction zone (workers or the public).
- vii) Ensure the Controlled Products Inventory contains a complete listing all controlled products brought onto the job site and used or stored on municipal property.
- viii) Ensure that Material Safety Data Sheets are readily available for all controlled products on the Controlled Products Inventory described above.
- ix) Remove all hazardous and solid waste and debris resulting from the contract activity.



**TOWN OF ARBORG
REQUEST FOR TENDER
2025 Sidewalk Construction
PART 3 – SPECIFICATIONS FOR CONSTRUCTION**

3.1 SITE PREPARATION

remove any existing sidewalk(s) and perform subgrade preparation.

3.2 BASE COURSE MATERIALS

The base shall be installed at a depth of **4"** of compacted granular material. The Town shall provide any granular material required beyond the **4"** described above.

3.3 CONSTRUCTION COMPACTION

Base course material shall be compacted to the satisfaction of the Town.

3.4 CONSTRUCTION OF CONCRETE SIDEWALK

- 5 feet wide – residential;
- 4" thick;
- 4% to 6% air entrained;
- 35 MPA;
- Broom finished and edged;
- At all driveway and street locations there shall be rounded edges;
- Wheelchair accessible;
- Sidewalk shall be constructed with proper slopes and levels;
- Contraction joints shall be cut at least 1.0-inch (25 mm) deep, at 5 ft (1.5 m) intervals;
- The Contractor must supervise and protect all concrete until it cures. Any surface vandalism or markings to the paving will necessitate cutting and removing the damaged surfaces to the nearest concrete joint;
- Maintain or install drainage pipes as necessary; and
- Curing compound shall be applied.

3.5 SITE CLEAN-UP

The Contractor is responsible for the cleanup of any materials used during construction of the sidewalk including any concrete spillage, forms, unsightly objects such as stones, stumps, limbs, roots etc. It is not considered complete until all cleaning up has been done and the site is of a neat appearance.



3.6 LANDSCAPING

The Public Works Department will complete any necessary landscaping after construction is completed.



**TOWN OF ARBORG
REQUEST FOR TENDER
2025 Sidewalk Construction
PART 4 – TENDER FORMS**

See Schedule A for map of locations.

Item	Description	Length	Width	Units	Approx. Qty	Unit Prices	Bid Amount
Concrete Sidewalk Construction							
4.1	East Side of William ST between first and second street	510'	5'	ft ²	2550'		



**TOWN OF ARBORG
REQUEST FOR TENDER
2025 Sidewalk Construction
PART 4 – TENDER FORMS**

I / We _____, the undersigned, having examined the invitation and instructions to Bidders and the contract documents for performance of the Works for the 2025 Sidewalk Construction, offer to perform the Works in conformity with the said documents and to enter into an agreement according to the terms and conditions set out within this tender package, in consideration of the sum arrived at as may be ascertained in accordance with said documents.

\$2,000,000 Liability Insurance Yes No Name of Insurer: _____
Contractor must report any changes to insurance, immediately, to the Town in writing.

Workers Compensation Number: _____

SEAL OR WITNESS

BIDDER (Print)

DATE

BIDDER (Signature)

BIDDER NAME: _____

ADDRESS: _____

PHONE/CELL/FAX NUMBER: _____

TOWN OF ARBORG



REQUEST FOR TENDER
2025 Sidewalk Construction
PART 4 – TENDER FORMS

BIDDERS QUALIFICATIONS

STATEMENT OF EXPERIENCE IN SIMILAR WORK

Year	Description of Contract	For Whom Work Was Performed	Contact Name Contact Number	Value

SUB-CONTRACTORS

STATEMENT OF WORK TO BE SUB-CONTRACTED

Description of Work	Subcontractor	Address

Name of Bidder

TOWN OF ARBORG

