

NO. 2018-02

RURAL MUNICIPALITY OF BROKENHEAD

**REQUEST FOR PROPOSALS
TYNDALL SIDEWALK CONSTRUCTION**

CLOSES: 2:00 P.M. LOCAL TIME

DATE: FRIDAY, FEBRUARY 23, 2018

LOCATION: MUNICIPAL OFFICE
72013 ROAD 42E
INTERSECTION PTH#44 AND PR#215
BEAUSEJOUR, MANITOBA

EXCEPT WHERE EXTENDED BY ADDENDUM, PROPOSALS RECEIVED LATER THAN THE TIME STATED ABOVE WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

SUBMISSIONS MARKED:

“TYNDALL SIDEWALK CONSTRUCTION – 2018-02”

ATTENTION:

Sue Sutherland
Chief Administrative Officer
Box 490
Beausejour, MB
R0E 0C0

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PROJECT REQUIRMENTS

The contractor is to provide a proposal that outlines all operations, methods and prices involved in completing the project according these requirements.

A 1. PROJECT DESCRIPTION

The Rural Municipality of Brokenhead is issuing a Request for Proposals with the intent that a contractor will provide all materials and complete all operations in the removal of the existing sidewalk and construction of 610m of new sidewalk along Pierson Drive in Tyndall within the Rural Municipality of Brokenhead in 2018.

The major components of the project are as follows (primary option):

- i) Excavate and haul existing concrete sidewalk
- ii) Construct new granular base
- iii) Construct concrete pavement surface
- iv) Restore landscaping adjacent to sidewalk

Concrete construction is preferred but the Rural Municipality will also accept proposals that include an asphalt construction (secondary option).

A 2. PRECONSTRUCTION

Within two weeks after award of the Contract, the contractor is required to submit the following documents to the Rural Municipality:

- 1) Proof of Insurance Coverage
- 2) Performance Security
- 3) Proof of Workers Compensation coverage
- 4) Safe Work Plan
- 5) Traffic Control Plan
- 6) Detailed Work Schedule

The contractor and his designate shall attend a pre-construction meeting with the Contract Administrator to discuss the project (equipment, work plan, traffic control, ect.)

A 3. SAFETY & PRIME CONTRACTOR

The contractor shall submit a safe work plan to the Contract Administrator for review. The contractor shall serve as the Prime Contractor and have the duties of the Prime Contractor in accordance with the Manitoba Workplace Safety and Health Act.

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A 4. TRAFFIC CONTROL PLAN

The contractor shall submit a traffic control plan to the Contract Administrator that includes: Signs and locations, barricades, public protection temporary, lane marker, flag persons and is in accordance with the Works Zone Traffic Control Manual (Manitoba Infrastructure).

A 5. WORK SCHEDULE

The contractor shall submit a work schedule to the Contract Administrator for approval that details the operations to be completed along with the anticipated dates to complete said operations.

The contractor shall commence the work on the site at a date after June 18, 2018 and allow final completion by the date specified. Regular working hours shall be 7:00 a.m. – 7:00 p.m., Monday to Friday unless approved by the Contract Administrator in writing, at least 48 hours prior to the requested time. The contractor is to inform the Contract Administrator by 7:00 a.m. if a non-working day will occur due to weather or unknown conditions.

A 6. COMPLETION

The contractor must achieve completion of all work by July 31, 2018 (not including 40 day holdback period).

When the work is considered complete, the contractor will inform the Contract Administrator to perform an inspection. Any defects or deficiencies in the work will be noted and shall be rectified as soon as possible. Upon approval, the Rural Municipality will issue Substantial Completion subject to 7.5% statutory 40 day holdback.

The Rural Municipality will issue Final Completion after the 40 day hold back period and all defects and deficiencies have been rectified.

A 7. WARRANTY

The contractor may provide a separate cost for warranty. The contractor is to provide the details of said warranty and the Rural Municipality will determine if the warranty will be purchased at the time of award.

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A 8. METHOD OF MEASUREMENT AND PAYMENT

Completed construction will be measured on a linear meter (m) basis. All work, operations and materials involved in construction shall be considered incidental to the project cost.

Completed construction will be paid for at the contract unit price for the total quantity of linear meters (m) actually constructed in accordance with the Construction Specification, as measured by the Contract Administrator and agreed upon by the contractor.

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CONSTRUCTION REQUIREMENTS

In general, the specifications that will govern are the most current Rural Municipality of Brokenhead Municipal Standards with the following exceptions, or notations. In addition, any applicable specifications noted in the documents also apply.

**RM of Brokenhead Municipal Standards available at:
www.ourhomeyourhome.ca/rm-of-brokenhead/public-works**

Primary Option: Construction Requirements B1, B2, B3 and B5 will apply

Secondary Option: Construction Requirements B1, B2, B4 and B5 will apply

B 1. CONSTRUCTION OPERATIONS

- .1 Demolish, excavate and haul away all existing sidewalk concrete and material.
- .2 Prepare surface and adjacent area to accommodate depth and final elevation of new sidewalk structure.
- .3 Install 4” diameter plastic drain pipes to allow drainage under sidewalk in existing low areas (approximately 4-6 pipes total, as marked on site by contract administrator).
- .4 Place and compact granular material as per B3 (or B4) specifications.
- .5 Construct concrete (or asphalt option) surface as per B3 (or B4) specifications.
- .6 Restore all driveways, approaches and intersections with granular material to allow a smooth tie-in grade.
- .7 Restore any damage and landscape all areas surrounding sidewalk to pre-existing condition. Use gravel, clay, topsoil/seed where required.

B 2. SIDEWALK DESIGN

- .1 Location is west side of Pierson Drive from Main Street, south to approach 80m south of Second Street in Tyndall.

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- .2 Constructed in location of existing sidewalk and is approximately 610m long and 1.2m (4ft) wide.
 - If existing sidewalk is wider than 1.2m it shall be removed and replaced with 1.2m wide sidewalk and the remaining gap shall be landscaped.
- .3 Final elevation must match pre-existing or surrounding area elevation. Final surface and adjacent ditch edge are to be graded to allow drainage to flow over sidewalk into adjacent ditch.
- .4 Sidewalks in driveways must be constructed according to “Reinforced” specification in locations marked on site by contract administrator and shown on *Schedule D- Project Map*. All other areas to use “Standard” specification.
- .5 Where the sidewalk meets road intersections, the sidewalk will end approximately 1.5m from the road edge to prevent any future damage from traffic or road blading.

B 3. CONCRETE SPECIFICATIONS (PRIMARY OPTION)

- .1 Materials:
 - Class ‘A’ Granular Material as per RM of Brokenhead Standards
 - Concrete as per RM of Brokenhead Standards, include broom finish and saw cut control joints horizontal distance 1.5m
- .2 Reinforced:
 - 100mm granular ‘A’ base
 - 125mm concrete reinforced with steel 10M bars at 600mm o/cStandard:
 - 100mm granular ‘A’ base
 - 100mm concrete (not reinforced)
- .3 If requested by the contract administrator, the contractor must schedule and hire a Certified Geotechnical Agency to provide testing on any material during construction as per RM of Brokenhead Standards.

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B 4. ASPHALT SPECIFICATIONS (SECONDARY OPTION)

- .1 Materials:
 - Non-woven synthetic fibre fabric as per RM of Brokenhead Standards
 - Class 'A' Granular Material as per RM of Brokenhead Standards
 - 'Type 1A Surface Course' Asphaltic Concrete as per RM of Brokenhead Standards
- .2 Reinforced:
 - Geotextile fabric
 - 300mm granular 'A' base
 - 100mm asphalt surfaceStandard:
 - Geotextile fabric
 - 150mm granular 'A' base
 - 75mm asphalt surface
- .3 If requested by the contract administrator, the contractor must schedule and hire a Certified Geotechnical Agency to provide testing on any material during construction as per RM of Brokenhead Standards.

B 5. GENERAL CONSTRUCTION REQUIREMENTS

- .1 The contractor shall provide the Contract Administrator with access to the site to observe and inspect the work and its progress. If the contract administrator determines that any of the work is defective or deficient, the contractor shall, at their cost, replace, remove, repair or remedy the defect or deficiency, as agreed upon by both parties.
- .2 The contractor must be aware of all local conditions such as: existing site conditions, utility locations, quality of materials to be removed and all other matters that could affect the work in any way. The contractor is to arrange location of all utilities and will be responsible for any damage done or delays regarding utility locations. The contractor may investigate the site without making an appointment.
- .3 The contractor must notify all residents directly affected by the work seventy-two (72) hours prior to start of project or any interruptions.
- .4 The contractor must assure that work is done in a sequence that does not damage the previously constructed work. The contractor shall maintain all areas effected/damaged by contractor equipment and maintain each lift of

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constructed material for the duration of construction. Where reshaping, relaying or compaction are required due to weather or traffic, it will be considered incidental to construction.

- .5 The contractor must maintain all intersections, crossings and driveways at all times, provide safety signage and maintain that no traffic is disrupted during construction. Stockpiling of unspread or surplus material near the roadway overnight will not be permitted.
- .6 The contractor shall provide the Contract Administrator with copies of all material load weight receipts upon request.
- .7 The contractor must follow travel routes to access and exit the site as per [Highway 44 > Pierson Drive] as shown on *Schedule D – Project Map*.

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GENERAL CONDITIONS

C 1. CARE BY THE CONTRACTOR:

The contractor shall use due care that no person or property is injured or damaged, and that no rights are infringed in the performance of the work, and the contractor shall be solely responsible for all damages by whomever claimable, in respect of the death of any person and in respect of any injury to any person, or damage to land, building structure, fences, trees, crops, roads, or property, of whatever description of any infringement of any right, privilege, or easement whatsoever occasioned in carrying out of the work or on any part thereof, or by any neglect, misfeasance on the contractor's part. The contractor shall at its own expense make sure temporary provisions as may be necessary to ensure the avoidance of any such death, injury, damage or infringement, and to prevent the interruption of, or any danger or menace to the traffic and to secure all persons the uninterrupted enjoyment of all their rights in and during the performance of such work.

The contractor shall indemnify the Rural Municipality from and against all loss or damage and claims of any kind arising out of anything provided, permitted or required to be done by or on behalf of the contractor under the contract, together with all costs and expenses arising by reason of any such claim, including legal costs on a lawyer and own client basis. This indemnity does not cover any act or thing negligently done or negligently omitted to be done by the Rural Municipality.

Except as otherwise stated, the contractor is responsible for:

- 1) all methods, sequences, procedures, supervising, and coordinating all work;
 - 2) providing new, quality materials, labour and incidentals that are necessary;
 - 3) any work not explicitly set out, but is reasonably implied;
- to ensure proper completion in accordance with the contract.

C 2. INSURANCE:

During the term of this contract at its own expense, the contractor shall provide and maintain in full force and effect comprehensive general liability insurance for bodily injury (including death) and property damage in an amount of not less than \$2,000,000.00 inclusive limit for any one occurrence defending, keeping harmless and fully indemnifying the Rural Municipality from and against all accidents, loss, costs, charges, damages and expenses

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which it may at any time bear, sustain or suffer by reason or on account of the work or any work, services or materials supplied in respect of the work. The policy shall name the Rural Municipality as an additional insured and provide for the Rural Municipality to be given 30 days' written notice prior to cancellation of the policy.

Nothing contained in any policy of insurance required or provided in accordance with the contract shall in any way limit the liability of the contractor under the contract or otherwise.

During the term of the contract at its own expense, the contractor shall provide and maintain in full force and effect third party liability insurance for bodily injury (including death) and property damage in an amount not less than \$2,000,000.00 inclusive limit for any one occurrence on all vehicles and equipment used by the contractor under the contract.

The contractor shall provide proof of the insurance evidencing all required insurance coverage to the Rural Municipality within two weeks of the award of the contract.

C 3. PERFORMANCE SECURITY:

The contractor shall provide the required performance security to the Municipality within two weeks of the award of the contract in the form of:

- 1) A Performance Bond in the amount equal to ten (10%) percent of the contract price, excluding taxes (i.e. G.S.T. and P.S.T.); or
- 2) An irrevocable letter of credit from a bank, credit union, caisse populaire or trust company entitled to conduct business in the Province of Manitoba, in such form as shall be determined by the Rural Municipality's solicitor and drawn on a Manitoba branch of such institution in the amount equal to ten (10%) percent of the contract price, excluding taxes (i.e. G.S.T. and P.S.T.). There will be no expiry date on the irrevocable letter of credit.

C 4. WORKER'S COMPENSATION ACT:

The contractor shall show proof of coverage within two weeks of award of the contract and prior to the commencement of work, and comply with all provisions of the Worker's Compensation Act, with respect to all persons employed.

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C 5. SUB-CONTRACTING:

The contractor shall list any sub-contractors and respective work they propose to engage with in the submission. The contractor shall be responsible to ensure all federal, provincial, municipal regulations and all provisions of the contract are enforced on the sub-contractors.

C 6. COMPLIANCE WITH LAWS:

The contractor shall comply with all acts, statutes, bylaws, or regulations pertaining to the work. The contractor shall, at the contractor's cost, obtain all required licenses, permits or permissions prior to the commencement of the work. The contractor shall upon request provide the Rural Municipality with copies of all such authorizations.

C 7. DELAY CLAIMS AGAINST THE RURAL MUNICIPALITY:

The contractor shall not have, nor make any claims or demands, nor bring any action or suit against the Rural Municipality for any damage, which the contractor may sustain by reason of any delay or delays from whatever cause arising in the progress of the work.

C 8. CONTROL OF THE WORK:

All work done herein shall, in every particular, be under and subject to the control of the Rural Municipality and Rural Municipality Authorized Designate (represented as "Contract Administrator" in this document) and all orders, directions and instructions, at any time given by the Rural Municipality or with respect thereto, shall be properly and efficiently obeyed, performed and complied with, by the contractor to the satisfaction of the Rural Municipality. The contractor shall exercise good public relations in carrying out the work under this contract.

The contractor shall provide the Rural Municipality with contact information for a competent and qualified person, who will be available during all hours of work, prior to commencement of the contract.

The contractor shall be available to be contacted by the Rural Municipality to receive instructions and complaints. The contractor shall rectify any complaint received within twenty-four (24) hours of receiving the complaint. In the event that any of the said work under this contract is not completed or any of the complaints are not attended to, the Rural Municipality will perform the necessary work and all costs resulting will

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be assessed against the contractor and deducted from the monies owing to the contractor.

C 9. TERMINATION OF THE CONTRACT:

If the contractor fails to comply with any provision of this contract, the Rural Municipality may give the contractor notice of the particulars of default.

If the contractor fails to rectify the default to the satisfaction of the Rural Municipality after notice, the Rural Municipality shall be entitled to:

- 1) terminate the contract,
- 2) call on the performance security,
- 3) retain any monies payable to the contractor,
- 4) hold back payment for the work,
- 5) any or all of these remedies.

If the Rural Municipality terminates this contract and retains any monies payable to the contractor, the monies retained may be used by the Rural Municipality in its discretion to remedy the default including completing the work, addressing any deficiencies in the work or paying any outstanding claims or actions.

If this contract is so terminated and the Rural Municipality holds back payment for the work, the Rural Municipality will not be liable for any loss or damage suffered by the contractor or any other person as a result. The indemnity obligations of the contractor under this contract shall remain in force and survive any termination.

The Rural Municipality may terminate the contract without cause by providing the contractor with thirty (30) days' notice. The Rural Municipality shall pay the contractor for the work performed by the contractor in accordance with the contract and within the 30 day notice period.

C 10. BASIS OF PAYMENT AND PRICING:

The contractor shall state unit prices for the work in *Schedule B – Prices*. The unit quantities listed on *Schedule B – Prices* are considered approximate estimates only for the purpose of comparing bids. Completed construction will be paid for at the contract unit price for the total unit quantity actually constructed.

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The contractor shall invoice the Rural Municipality for the work subject to 7.5% statutory 40 day holdback after the Rural Municipality issues Substantial Completion. The contractor shall invoice the Rural Municipality for the remaining holdback after the holdback period has ended and the Rural Municipality issues Final Completion.

Prices proposed shall be gross prices including all applicable duty, freight, cartage and all other charges governmental or otherwise, whether now in effect or hereafter imposed and including profit and all compensation which shall be due to the contractor for supplying labour, materials, plant and supervision which have been omitted and all details necessarily connected with the completion of the work and all risks and contingencies connected herewith.

If the contract price includes a duty or fees imposed or levied by any competent body or agency and that duty or tax is subsequently removed or varied in any way, the Rural Municipality shall have the right to request an adjustment of the contract price to reflect such removal or variance.

C 11. EXTRA WORK:

No extra work will be paid for unless recommended and approved by the Rural Municipality in writing prior to the commencement of the work.

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PROPOSAL INSTRUCTIONS

1.00 PROPOSAL TITLE:

1.01 For reference the Request for Proposal title is:
TYNDALL SIDEWALK CONSTRUCTION 2018-02

2.00 TIME AND DATE SET FOR FINAL RECEIPT OF PROPOSALS:

2.01 Time and date set for final receipt of proposals:

Time: 2:00 p.m. Local Time

Date: Friday, February 23, 2018

Location: Municipal Office
72013 Road 42E
Intersection PTH#44 and PR#215
Beausejour, Manitoba

2.02 Except where extended by addendum, proposals received later than the time stated will not be accepted and will be returned unopened.

3.00 PROJECT CONTACT:

3.01 All proposal and project inquiries may be directed to the Rural Municipality Contract Administrator for this project:

Doug Murray
Public Works Project Manager
Rural Municipality of Brokenhead
Telephone No: (204) 268-6700

4.00 PROPOSAL SUBMISSION:

4.01 The proposal submission shall consist of the following:

- 1) Schedule A – Contractor Information
- 2) Schedule B – Prices
- 3) Schedule C – References of Contractor + Sub-contractor List

4.02 The proposal submission shall be fully completed and returned by the bidder with all required entries made clearly and completely in ink, preferably blue, to constitute a formal proposal.

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- 4.03 The proposal submission shall be submitted enclosed and sealed in an envelope. The envelope must be clearly marked "PROPOSAL TITLE" and with the bidder's name and address.
- 4.04 Samples or other submissions required to accompany the proposal submission may be packaged separately, but shall be clearly marked with the proposal title, the bidder's name and address, and an indication that the contents are supplemental to this proposal submission.
- 4.05 Proposal submissions shall be submitted no later than the time and date set for final receipt of proposals in clause 2.01.
- 4.06 Except where extended by addendum, proposal submissions received after the time and date set for final receipt of proposals will not be accepted and will be returned unopened.
- 4.07 Proposal submissions will not be accepted by facsimile transmission.

5.00 SIGNATURES AND FORM:

- 5.01 The proposal submission shall be signed in accordance with the following requirements:
- 1) if the proposal is submitted by a sole proprietor carrying on business in their own name, their name shall be printed immediately above the signature; or
 - 2) if the proposal is submitted by a person carrying on business under a name other than their own, the business name shall be printed immediately above their signature; or
 - 3) if the proposal is submitted by a partnership, the full name of the firm or business shall be printed immediately above the signature of the partner or partners who have authority to sign for the partnership; or
 - 4) if the proposal is submitted by a corporation, the full name of the corporation shall be printed immediately above the signature of its duly authorized officers and the corporate seal affixed; or
 - 5) the signatures of person bidding must be in their respective handwriting.

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- 5.02 Proposals submitted by agents proposing to represent principals must be accompanied by a resolution of the principals or by an irrevocable Letter of Authority and direction from the principals in a form satisfactory to the Rural Municipality showing that the agents are duly authorized to sign and submit the proposal submission on behalf of the principals, which the contract, when so executed, will bind the principals and have the same effect as if it were duly signed by the principals.
- 5.03 In the case of a joint proposal being submitted by two or more persons, the word “bidder” therein and the pronouns referring to the bidder shall be understood to have a plural meaning, and the undertakings, covenants and obligations of such joint bidders in the proposal submission and in the contract, when awarded, shall be both joint and several.
- 5.04 The Rural Municipality may reject proposals that are unsigned, incomplete, conditional, illegible, irregular or not in complete compliance with the proposal.
- 5.05 Despite the above, the Rural Municipality shall be entitled to accept a proposal in such form as the Rural Municipality in its sole discretion deems acceptable.
- 6.00 DISCREPANCIES:**
- 6.01 Bidders who find discrepancies or omissions in the proposal package or are unsure of the meaning or intent thereof shall notify the Rural Municipality.
- 6.02 The Rural Municipality will, if deemed necessary, issue an addendum.
- 6.03 Addenda will be issued at least seventy-two (72) hours prior to the time and date set for final receipt of proposals on the Rural Municipality of Brokenhead website. Bidders are advised to check the website regularly prior to the time and date set for final receipt of proposals to allow time for the preparation and distribution of necessary addenda.
- 6.04 The Rural Municipality may extend the time and date set for the final receipt of proposals at any time for cause, by issuing an addendum.
- 6.05 Oral interpretations made to any bidder by the Rural Municipality shall not modify any provision of the contract.

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7.00 SUBSTITUTES:

7.01 The contract is based on the materials, equipment, methods and products specified in the contract documents. Substitutes shall not be made without the Rural Municipality's prior written approval.

7.02 Where the phrases "or equal" or "or alternate" occur in the contract documents, bidders must not assume that a substitute will be allowed unless application has been made to and prior written approval has been granted by the Rural Municipality.

7.03 All requests involving a substitute shall include sufficient information and details to enable the Rural Municipality to determine the acceptability of the work, equipment, method, or product as either an equal or alternate. The request shall identify any and all changes required in the applicable work, and all changes to any other work, which would become necessary to accommodate the requested substitute, as well as any anticipated cost or time saving that may be associated with the substitute.

Further, the request shall certify that the substitute will adequately perform the functions called for by the described work, by similar and of equal substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the work, strictly in accordance with the schedule of work and completion date(s) specified in the proposal submission.

7.04 Requests for approval of a substitute must be received in writing by the Rural Municipality not less than seven (7) calendar days prior to the time and date set for final receipt of proposals.

7.05 Approval for a substitute may be granted as an equal or as an alternate and an addendum will be issued to all bidders advising them of the same.

7.06 If a substitute is approved as an equal, bidders may use the substitute in place of the specified item.

7.07 If a substitute is approved as an alternate, bidders must base their contract price upon the specified item but may indicate an alternative price based upon the substitute.

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8.00 QUALIFICATION:

8.01 The Rural Municipality may reject a proposal submitted by a bidder who, in the judgment of Council, is not a responsible or qualified bidder or does not have all the necessary experience, capital organization, or equipment to perform the work in strict accordance with the terms and provisions of the contract. Each bidder shall be prepared to submit, on request of the Rural Municipality, the following information:

1. Proof of incorporation or otherwise to confirm they are authorized to do business in Manitoba.
2. Proof they are financially capable of carrying out the terms of the contract.
3. Proof they have successfully carried out work, similar in scope and value, or is fully capable of performing the work required to be done in accordance with the terms of the contract.
4. Such other information as may be requested by the Rural Municipality.

8.02 Bidders shall provide, on request of the Rural Municipality, full access to any of the bidder's facilities and equipment to evaluate the bidder's ability to perform the work.

9.00 DISPUTES AND PAST PERFORMANCE

9.01 The Rural Municipality may reject a proposal submitted by a contractor, or a contractor who has included a sub-contractor, who is in a dispute with the Rural Municipality that is or may need to be resolved through litigation or arbitration.

9.02 The Rural Municipality may reject a proposal submitted by a contractor if the Rural Municipality determines that the contractor's performance or the performance of a sub-contractor listed on the contractor's proposal submission on previous contracts with the Rural Municipality is unsatisfactory.

10.00 WITHDRAWAL OF PROPOSALS:

10.01 Bidders may withdraw their proposal without penalty at any time prior to the time and date set for final receipt of proposals.

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11.00 OPENING OF PROPOSAL SUBMISSIONS:

11.01 Proposal Submissions will be opened, at 2:00 p.m. on Friday February 23, 2018 at the Rural Municipality of Brokenhead Administration Office, 72013 Road 42E, intersection of PTH #44 and PR #215, Beausejour, Manitoba.

12.00 SUBMISSION EVALUATION:

12.01 Upon evaluation of the proposal submissions, the authorized representative(s) will submit an award recommendation to the Rural Municipality Council for their consideration.

12.02 The Rural Municipality reserves the right to award the contract to any bidder, not necessarily the lowest bidder. The Rural Municipality also reserves the right to not award a contract under this Request for Proposals.

12.03 The Rural Municipality may reject a proposal, as informal if the proposal submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities.

12.04 The Rural Municipality may reject all or any part of any proposal and/or wave technical requirements if, in the judgement of Council, the interests of the Rural Municipality so require.

12.05 If the best evaluated proposal provides for an amount that exceeds the amount the Rural Municipality has budgeted for the contract, the Rural Municipality may reject all proposals, evaluate the proposals based on a revised amount or attempt to negotiate a lower contract amount with the bidder who submitted the best evaluated proposal.

13.00 AWARD OF CONTRACT:

13.01 The Rural Municipality anticipates to award the contract, or to announce that no award will be made, on or before, March 14, 2018.

14.00 FAILURE OR DEFAULT OF CONTRACTOR:

14.01 If a contractor for any reason fails or defaults in respect of any matter under the terms of the proposal submission, the Rural Municipality at its discretion they may consider the contractor has abandoned the proposal. The contractor shall pay the Rural Municipality the difference between the offer made in their proposal and any other proposal which the Rural

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Municipality accepts if the same is for a larger amount. The contractor shall indemnify and save harmless the Rural Municipality, its officers and employees and agents from all loss, liability, cost, charge and expense whatever which they may suffer as a result of the contractor's default or failure.

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SCHEDULE A – CONTRACTOR INFORMATION

I, we, _____ the undersigned, having examined all pages of Rural Municipality of Brokenhead Request for Proposal 2018-02, 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 the documents.

NAME OF BIDDER: _____

ADDRESS: _____ **PHONE#:** _____

EMAIL: _____ **DATE:** _____

SIGNATURE: _____

WITNESS: _____

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The unit quantities listed are considered approximate estimates only. The Rural Municipality will use said quantities for the purpose of comparing bids. All applicable Federal and Provincial Taxes and Duties are to be **included** in the prices.

#1: PRIMARY OPTION UNIT PRICES

Item	Unit Price (\$/unit)	Approx. Length Quantity	Unit	PROPOSED TOTAL PRICE (\$)
West Side Pierson Drive Sidewalk (Tyndall) [Concrete]		610	m	

Item	Total Warranty Price (\$)
Warranty For All Work [Optional, Attach Details]	

#2: SECONDARY OPTION UNIT PRICES

Item	Unit Price (\$/unit)	Approx. Length Quantity	Unit	PROPOSED TOTAL PRICE (\$)
West Side Pierson Drive Sidewalk (Tyndall) [Asphalt]		610	m	

Item	Total Warranty Price (\$)
Warranty For All Work [Optional, Attach Details]	

NAME OF BIDDER: _____

SIGNATURE: _____

RURAL MUNICIPALITY OF BROKENHEAD

**REQUEST FOR PROPOSALS
TYNDALL SIDEWALK CONSTRUCTION
2018-02**

SCHEDULE C – REFERENCES OF CONTRACTOR

Year	Description of Contract	For Whom Work Was Performed	Approx. Value of Contract

SUB-CONTRACTORS (IF UTILIZED)

Description of Work	Subcontractor	Address

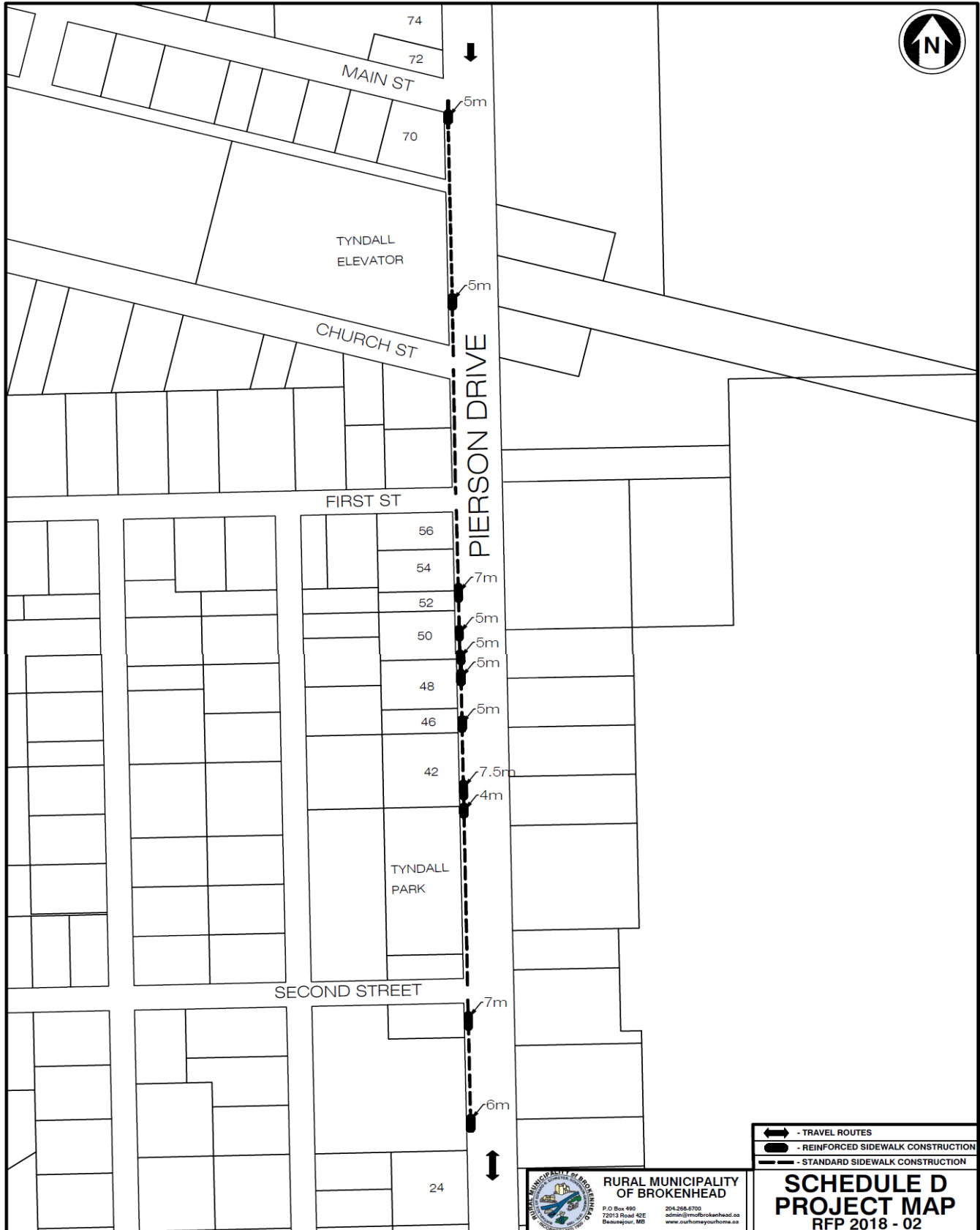
NAME OF BIDDER: _____

SIGNATURE: _____

RURAL MUNICIPALITY OF BROKENHEAD

REQUEST FOR PROPOSALS TYNDALL SIDEWALK CONSTRUCTION

2018-02



RURAL MUNICIPALITY OF BROKENHEAD
P.O. Box 490 204-268-6700
72013 Road 42E admin@rmofbrokenhead.ca
Beauregard, MB www.ourhomeyouthome.ca

**SCHEDULE D
PROJECT MAP
RFP 2018 - 02**