



**MUNICIPALITY OF SOUTHWEST MIDDLESEX  
CONSTRUCTION OF SIDEWALKS**

**TENDER:** PW Tender 4 – SWM Sidewalk

**CLOSING DATE:** Wednesday, March 9, 2022 at 3:00 pm

**DIRECT SUBMISSIONS TO:** Greg Storms, Director of Operations

**ADDRESS:** 153 McKellar Street, Glencoe, ON N0L 1M0

**SUBMISSION METHODS:** Courier, general mail, or at the municipal office  
(in person or in the drop box)

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## INFORMATION TO BIDDERS

Bids are to be addressed to the Municipality of Southwest Middlesex with "RFT – PW Tender 4 – SWM Sidewalk" marked on the envelope. Bids will be received by courier, general mail and in person or by utilizing the drop box at the Municipality of Southwest Middlesex's municipal office located at 153 McKellar Street, Glencoe, ON N0L 1M0.

Tenders will be opened publicly at 3:30 p.m. This will be a virtual opening. Please submit your email address to Barbara Pinnell at [bpinnell@southwestmiddlesex.ca](mailto:bpinnell@southwestmiddlesex.ca) if you wish to attend.

### **TENDER WILL NOT BE ACCEPTED BY EMAIL**

#### **1.0 DEFINITIONS**

In this "Information to Bidders" the following terms have the following meanings:

- 1.1. "Award of Contract" means Resolution and By-law passed by Municipal Council to award a Contract to a recommended bid.
- 1.2. "Bid" or "Bid submission" means an offer from a person or corporation, submitted in the format prescribed in this RFT, to provide the goods described in RFT – PW Tender 4 - SWM Sidewalks, and shall include the Bidder's completed Form of Tender, Response Form, List of Sub-Contractors, and Bid Bond prior to the offer being considered by Municipal Council.
- 1.3. "Bidder" means a respondent to this RFT.
- 1.4. "Bid Bond" means the two-thousand dollar (\$2,000.00) security deposit to be provided by the Bidder as part of the Bidder's Bid submission in accordance with this RFT and the Agreement to Bond on page 23 of this RFT.
- 1.5. "Closing Date and Time" means Wednesday, March 9, 2022 at 3:00 pm.
- 1.6. "Contract" means SWM Sidewalk Contract 2022.
- 1.7. "Contract Agreement" means the corresponding agreement forming part of the Tender Documents, to be executed by the recommended Bid and the Municipality of Southwest Middlesex, upon Municipal Council's Award of SWM Sidewalk Contract 2022.
- 1.8. "Contract Documents" means the documents forming SWM Sidewalk Contract 2022 including:
  - a) the executed Contract Agreement upon Municipal Council's Award of Contract;
  - b) the Special Provisions;
  - c) the recommended Bid,
  - d) any Addendum that may be issued by the Municipality of Southwest Middlesex;
  - e) the Agreement to Bond;
  - f) the RFT Response Form;
  - g) the Form of Tender;
  - h) the Contract Drawings and
  - i) the List of Sub-Contractors.
- 1.9. "Form of Tender" means the tender form for RFT – PW Tender 4 - SWM Sidewalks, to be completed and submitted as part of the Bidder's Bid submission.
- 1.10. "Municipal Council" means Council for the Municipality of Southwest Middlesex.

- 1.11. "Director of Operations" means Greg Storms, Municipality of Southwest Middlesex Director of Operations or his designate.
- 1.12. "RFT" means the Request for Tenders for the deliverables identified in RFT – PW Tender 4 - SWM Sidewalks.
- 1.13. "Special Provisions" means the special provisions forming part of SWM Sidewalk Contract 2022.
- 1.14. "Standard Specifications" means the Ontario Provincial Standard Specifications and other specifications referenced in the Special Provisions and forming part of RFT – PW Tender 4 - SWM Sidewalks.
- 1.15. "Tender" has the same meaning as Bid as defined herein.
- 1.16. "Tender Documents" means the Information for Bidders, Form of Tender, Special Provisions, Agreement to Bond, Contract Drawings, any Addendum that may be issued by the Municipality, the unexecuted Contract Agreement, RFT Response Form; and List of Sub-Contractors.
- 1.17. "Municipality of Southwest Middlesex" or "Municipality" means the Corporation of the Municipality of Southwest Middlesex.

## **2.0 INTENT OF THE RFT**

- 2.1 The Municipality of Southwest Middlesex is seeking bids from qualified vendors for the provision of construction of sidewalks, more particularly described in the Special Provisions.
- 2.2 Bidders, in submitting their Bid, agree to supply the specified goods at the unit prices per the Form of Tender quoted in the Bidder's Bid Submission and on the terms and conditions contained in the Contract and as depicted in the Contract Drawings.
- 2.3 The Bid recommended by staff, should one be declared, shall have achieved, by virtue of being declared the recommended Bid, the Director of Operations' recommendation that Municipal Council Award the Contract to the recommended Bid.
- 2.4 Should Municipal Council approve the Director of Operations' recommendation, the Municipality and the recommended Bidder shall execute the corresponding Contract Agreement.

## **3.0 DESCRIPTION OF DELIVERABLES**

- 3.1 The Municipality is seeking the construction of sidewalks in accordance with the specifications listed on the Tender Form, and Scope of Work attached hereto and forming part of SWM Sidewalk Contract 2022.
- 3.2 Mapping and Pricing Breakdown, attached hereto and forming part of RFT – PW Tender 4 - SWM Sidewalks outlines the location for the supply of construction of sidewalks.

## **4.0 NATURE AND INTERPRETATION OF THIS RFT**

- 4.1 This RFT does not commit the Municipality to determining a recommended Bid to this RFT or Awarding a Contract under this RFT. As confirmed by the "Acceptance and Rejection of Bids" section below, the Municipality reserves the right to accept or reject any or all Bids submitted under this RFT if it is determined by the Municipality,

in its sole discretion, that it is in its best interest to do so. Even in the event only one Bid is received, the Municipality reserves the right to reject it. Without limiting the foregoing, the Municipality reserves the right to cancel this RFT without determining a recommended Bid and without awarding a Contract if doing so is determined by the Municipality in its sole discretion to be in its best interest.

- 4.2 Should the Municipality not receive any Bid satisfactory to the Municipality, in its sole and absolute discretion, the Municipality reserves the right to cancel and/or re-procure the project.
- 4.3 In the event that all Bids are rejected by the Municipality or this RFT is cancelled without an award of Contract by Municipal Council, the Bidder hereby agrees that the Municipality shall in no manner be responsible for the payment of any costs incurred in the preparation for the Tender and that Bidder does hereby release the Municipality, its employees, officers, councilors or agents from any claims, actions, losses, expenses, costs or damages of every kind and nature whatsoever which in any manner arise out of or are in any way related the Bidders preparation and submission of a Bid for the Construction of Sidewalks project.
- 4.4 It is further acknowledged that the release of this RFT does not commit the Municipality to awarding a Contract and that a potential Award of Contract under this RFT is both subject to and entirely conditional upon Municipal Council's approval of a Contract, which cannot be pre-judged or guaranteed. In the event that there is a recommendation made by staff to Municipal Council based on Bids received under this RFT, such constitutes a non-binding recommendation only.
- 4.5 In the event Municipal Council considers but does not approve the recommendation made by staff for any reason whatsoever and Municipal Council proceeds to cancel this RFT, the Bidder hereby agrees that the Municipality is in no manner responsible for the payment of any costs incurred as a result of Municipal Council's decision or in the preparation for the Tender, and the Bidder hereby releases the Municipality, its employees, officers, councilors or agents from any claims, actions, losses, expenses, costs or damages of every kind and nature whatsoever which in any manner arises out of or is in any manner related the Bidders preparation and submission of a Bid for the RFT project.

## **5.0 ACCEPTANCE AND REJECTION OF BIDS**

- 5.1 The Municipality reserves the right, in its sole and absolute discretion, to:
  - a) Make public the names of any or all Bidders,
  - b) Verify with any Bidder or with a third party any information set out in its Bid,
  - c) Waive minor formalities and accept Tenders which substantially comply with the requirements of this RFT, but the Municipality shall not allow any blank space in any Tender to be filled in after the Closing Date and Time,
  - d) Accept or reject any Bid which in the view of the Municipality is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the

- Municipality considers unbalanced, or which is accompanied by an Agreement to Bond issued by a surety not acceptable to the Municipality,
- e) Assess the ability of the Bidder to perform the Contract and may reject any Bid where, in the Municipality's sole estimation, the personnel and/or resources of the Bidder are insufficient or the list of previous comparable projects completed by the Bidder and listed in its Tender are deemed to be deficient by the Municipality,
  - f) Disqualify any Bidder whose Bid contains misrepresentation or any other inaccurate or misleading information,
  - g) Disqualify any Bidder or the Bid of any Bidder who has engaged in conduct prohibited by this RFT,
  - h) Make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner determined by the Director of Operations in his sole and absolute discretion, and prior to the Closing Date and Time,
  - i) Accept any Bid in whole or in part,
  - j) Reject any or all Bids, including without limitation the lowest Bid,
  - k) Select any Bid which the Municipality in its sole and absolute discretion deems appropriate notwithstanding any custom of the trade to the contrary nor anything contained in the Contract Documents or herein, and/or
  - l) Reject any Bid from any person or corporation, or any person or corporation which has a non-arm's length relationship with a person or corporation who currently has or has in the past, had a legal dispute, claim or legal proceeding against the Municipality with respect to any contracts, bid submissions or business transactions.

5.2 These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances the Municipality shall be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Bidder or any third party resulting from the Municipality any of its express or implied rights under this RFT.

## **6.0 LEGAL CLAIMS**

6.1 No tender, proposal or quotation will be accepted from any company which has a claim or instituted a legal proceeding against the Municipality or against whom the Municipality has a claim or instituted a legal proceeding with respect to any previous contract, without prior approval by Council.

## **7.0 QUESTIONS**

7.1 Questions related to the Tender Documents shall be emailed to the Director of Operations for clarification with respect to this RFT, and must be submitted no later than Monday, March 7, 2022 at 4:30 pm in order that Municipal staff may have sufficient time to respond. The Municipality reserves the right to extend the deadline for questions if required regarding this RFT.

- 7.2 The Municipality reserves the right to revise this RFT up to the final date for the deadline for receipt of Bids. Any necessary Addenda to this RFT will be posted on [www.southwestmiddlesex.ca](http://www.southwestmiddlesex.ca) only. The Municipality at its discretion may or may not change the date for Bid submissions depending on the date and extent of any Addenda.
- 7.3 During the Tendering stage, to ensure transparency and quality of information provided to Bidders, enquiries received and the replies to such enquiries, if any, will be provided in writing in an Addendum, which will be made available to all Bidders and posted on [www.southwestmiddlesex.ca](http://www.southwestmiddlesex.ca) without revealing the source of the enquiry. Bidders should reference as accurately as possible the numbered item of the Tender to which the enquiry relates.

## **8.0 ACCOMODATIONS FOR BIDDERS WITH DISABILITIES**

- 8.1 In accordance with the Ontario Human Rights Code, *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), the Municipality of Southwest Middlesex will accommodate for a disability, ensuring full and equitable participation throughout the bid process.
- 8.2 If a Bidder requires this RFT in a different format to accommodate a disability, the Proponent must contact the Director of Operations as soon as possible and in any event prior to the Closing Date and Time. The RFT in the different format will be issued only to the requesting Bidder and all Addenda will be issued in such different format only to the requesting Bidder.

## **9.0 FORM OF TENDER**

- 9.1 All Bids shall be in the form specified in the Form of Tender. The Form of Tender shall be delivered to the Municipality of Southwest Middlesex Administration Office.
- 9.2 The Bidder shall furnish in the space provided in the Form of Tender details of its previous related experience. Bid submissions which are incomplete, conditional, or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as informal.
- 9.3 Bidders must complete the Form of Tender in its entirety, otherwise the Tender may be rejected by the Bidding System and/or declared informal. Should any uncertainty arise as to the proper manner of completing the Form of Tender, the Bidder may submit a question by email to the Director of Operations.

## **10.0 CONFIDENTIALITY**

- 10.1 In accordance with the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), this will notify Bidders that any personal information Bidders provide is being collected under authority of the *Municipal Act, 2001*, SO. 2001, c. 25, as amended, and will be used in the evaluation process and, with respect to the recommended Bid, for the purposes of the subsequent Contract. All correspondence, documentation and information provided to the Municipality by any Bidder in connection with, or arising out of this RFT, and any Bid submitted to the Municipality will become the property of the Municipality and a record of the Municipality. The foregoing records and the Contract Documents are subject to the provisions of the MFIPPA and Municipality obligations



thereunder and may be released pursuant to such Act. The Bidder's name at a minimum will be made public on request. In addition, certain contractual information must be disclosed to Council and accordingly may become part of the public record. All correspondence, documentation and information provided by the Proponent may be reproduced for the purposes of evaluating the Bidder's submission to this RFT.

- 10.2 The Bidder does hereby fully release and hold harmless the Municipality, including its respective Mayor, Councilors, officers, directors, employees, agents, consultants, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of all information contained in their respective Bid submission, including proprietary and personal information, in the event the Bid submission is considered at a Municipal Council meeting.

## **11.0 BID BOND**

- 11.1 Each Bid submission must be accompanied by a Bid Bond in the amount of two-thousand dollars (\$2,000.00) drawn in the favour of the "Treasurer, Municipality of Southwest Middlesex". The Municipality will only accept Bid Bond submissions that include a fully executed Agreement to Bond document on page 23, which is completed by a duly licensed surety company authorized to transact a business of suretyship in the Province of Ontario.
- 11.2 Any costs associated with the Bond is the responsibility and cost of the bidder. No interest will be paid on any bid deposit.
- 11.3 The Bid Bond will be returned to all Bidders except the recommended Bid on the second business day after tender opening unless circumstances indicate that the Bid Bond should be retained until the Contract is awarded. Retention of Bid Bonds until Contract award shall be at the sole discretion of the Municipality. If retained until Contract award, Bid Bonds, shall be returned to the unsuccessful Bidders on the next business day after the Contract is awarded. The Bid Bond shall be returned to the recommended Bid who has been awarded a Contract by Municipal Council when the Contract between the Bidder and the Municipality has been fully executed. In the event that the recommended Bid is not awarded the Contract by Municipal Council, the recommended Bidder's Bid Bond shall be returned to the recommended Bidder on the next business day following Municipal Council's decision.

## **12.0 SELECTION OF RECOMMENDED BID**

- 12.1 Subject to the Municipality's reserved rights and privileges set out in this RFT, including the right to accept or reject any bid, including the lowest bid, and subject to Municipal Council's sole, unfettered and absolute discretion to award the Contract, the recommended Bid shall be the compliant Bidder with the lowest bid.
- 12.2 The recommended Bid, should one be declared, shall have achieved, by virtue of being declared a recommended Bid, the Municipality staff's recommendation that Municipal Council award the contract to the recommended Bid.

### **13.0 AWARD OF CONTRACT**

- 13.1 Should Municipal Council approve the Director of Operations' recommendation that the Municipality awards the Contract to the recommended Bid, the Municipality and the recommended Bid shall execute SWM Sidewalk Contract 2022.
- 13.2 The following documents form part of SWM Sidewalk Contract 2022:
- a) the executed Contract Agreement upon Municipal Council's Award of Contract;
  - b) the Special Provisions;
  - c) the recommended Bid,
  - d) any Addendum that may be issued by the Municipality;
  - e) the Agreement to Bond;
  - f) the RFT Response Form;
  - g) the Form of Tender;
  - h) the List of Sub-Contractors; and the Contract Drawings.

### **14.0 CLOSING DATE AND TIME**

- 14.1 Tenders must be received by: 3:00 pm, local time, on Wednesday, March 9, 2022.

### **15.0 VACCINATION REQUIREMENT**

- 15.1 The successful contractor acknowledges that they will have to endorse a COVID-19 Vaccination Attestation agreeing that any employee supplied to work in Southwest Middlesex will be fully vaccinated.

# RFT – PW TENDER 4 - SWM SIDEWALKS

## SCOPE OF WORK

### 1.0 GENERAL

1.1 These Scope of Work form part of RFT – PW Tender 4 - SWM Sidewalks.

### 2.0 SCOPE OF WORK

2.1 Existing concrete sidewalks are to be removed and disposed of by the contractor.

2.2 Gradient at driveway entrances to be one even slope from curb and gutter to meet existing elevation at property line, approximately one meter behind edge of existing sidewalks. Sidewalks at driveway entrances to match gradient of entrance.

2.3 Width of sidewalks to be 1.5 meters minimum.

2.4 The new sidewalk is to be 100 mm thick, with the driveway entrances to be 150 mm thick.

2.5 All concrete work to be placed on top of 150 mm of compacted granular "A" which will be provided by the Municipality. Contractor will be required to compact granular materials. If more material is required; it can be picked up at the Central Garage located at 266 Appin Road in Glencoe or the Appin Public works yard located at 48 Wellington Ave in the Village of Appin.

2.6 Work must be carried out in accordance with the appropriate Ontario Provincial Standards Specifications (OPSS). Although not included in the Tender documents the following OPSS shall form part of the contract and can be found on the following website free of cost, [www.ops.on.ca](http://www.ops.on.ca).

2.7 Concrete shall be according to Ontario Provincial Standards and Specifications 1350 and the following:

- Class of Concrete: Nominal 28-Day compressive strength of 30 MPa
- Coarse Aggregate: 19 mm nominal maximum size
- Air Content: 7.0% +or- 1.5% measured prior to placement
- Slump: 70 +or- 20 mm

2.8 Expansion joint filler material shall be asphalt impregnated fiberboard having a minimum of 12 mm thickness and shall be according to OPSS 1308, Type A. Curing compound shall be according to OPSS 1315.

2.9 Concrete shall be placed, consolidated, and finished in a manner that ensures uniform consistency. Excess concrete beyond the sidewalk edges shall be removed and discarded. Concrete to be placed by a continuous pour method.

2.10 The sidewalk shall be given a broom texture after finishing with a float.

2.11 Dummy joints shall be hand formed using a 5 mm radius dummy joint tool.

2.12 Contract joints shall be placed at every third dummy joint and shall be saw cut or formed to a depth that is 0.25 of the sidewalk thickness.

2.13 Expansion joints shall be constructed to the full depth of the slab and shall be filled with expansion joint material, clean and dry at the time of construction.

2.14 Concrete shall be cured using a membrane-curing compound applied according to OPSS 904.

2.15 All signing and traffic control to be as per the most recent Ontario Traffic Manual Book 7, Temporary Conditions.

2.16 All work to be completed September 9, 2022.

## RFT – PW TENDER 4 - SWM SIDEWALKS

### RESPONSE FORM (ACKNOWLEDGEMENT)

#### FOR THE SUPPLY OF CONSTRUCTION OF SIDEWALKS

1. I/We have read and understand the RFT – PW Tender 4 – SWM Sidewalks, including all Addenda, and hereby agree to all of the requirements, terms and conditions set out therein.
2. I/We, the undersigned, herewith agree to supply Construction of Sidewalks in accordance with the required specifications issued by the Municipality of Southwest Middlesex, at the attached prices.
3. I/We have read and understand the contents and requirements of this RFT and by endorsing below, confirm that the Municipality has the legal right and ability to enforce the requirements, terms and conditions of this RFT against the Bidder and that the Bidder is estopped from pleading or asserting otherwise in any action or proceeding.

---

NAME OF BIDDER

---

PHONE

---

ADDRESS: STREET

---

FAX

---

ADDRESS: CITY, PROVINCE, POSTAL CODE

---

EMAIL

---

HST#

---

EMERGENCY CONTACT #

---

AUTHORIZED SIGNATURE

---

DATE

**\*I HAVE THE AUTHORITY TO BIND**

*Authority to bind the bidder*

## FORM OF TENDER PRICING BREAKDOWN

### FOR THE SUPPLY CONSTRUCTION OF SIDEWALKS

	DESCRIPTION	Meters (APPROX)	TOTAL
<b>GLENCOE - NORTH</b>			
1	Appin Rd from Wright Ave to Stella Ave	160	
2	Appin Rd from Coad St to Wright Ave	82	
3	Appin Rd from Randolph St to Coad St	106	
4	Appin Rd from Elizabeth St to Randolph St	106	
5	Appin Rd from King St to Elizabeth St	100	
6	Appin Rd from Victoria St to King St	100	
7	Appin Rd from Main St to Victoria St	100	
8	North St from Currie St to Main St	152	
9	Currie St from North St to Mill St	100	
10	Main St from North St to Appin Rd	46	
11	Victoria St from Appin Rd to Symes St	172	
12	King St from Appin Rd to Symes St	170	
13	Elizabeth St from Appin Rd to Symes St	170	
14	Mill St from Currie St to Main St	152	
15	Walker St from Mill St to Symes St	102	
16	Symes St from Walker St to Currie St	150	
17	Symes St from Main St to Victoria St	102	
18	Symes St from King St to Elizabeth	104	
19	Main St from Symes St to McKellar St	100	
20	Victoria St from Symes St to McKellar St	64.5	
21	King St from Symes St to McKellar St	103	
22	Elizabeth St from Symes St to McKellar St	100	
23	McKellar St from Currie St to Lovell St	150	
24	McKellar St from Lovell St to Main St	93	
25	McKellar St from Main St to Victoria St	105	
26	McKellar St from Victoria St to King St	100	
27	McKellar St from Elizabeth St to Randolph St	110	
28	McKellar St from Randolph St to Coad St	113	
29	Currie St from McKellar St to McRae St	100	
30	Main St from McKellar St to McRae St	100	
31	Victoria St from McKellar St to McRae St	105	
32	Elizabeth St from McKellar St to McRae St	100	
<b>GLENCOE - SOUTH</b>			
33	Graham St from Victoria St to King St	90	
34	Victoria St from Graham St to South St	190	
35	Roe St from Main St to Victoria St	103	
36	Simpson St from Roe St to Water St	120	
37	Water St from Simpson St to Main St	230	
38	Wall St from Main St to Victoria St	103	
39	Deane St from Main St to Victoria St	103	
40	Victoria St from Ann St to Parkhouse Dr	160	
41	Parkhouse Dr from Victoria St to Reycraft Ave	80	

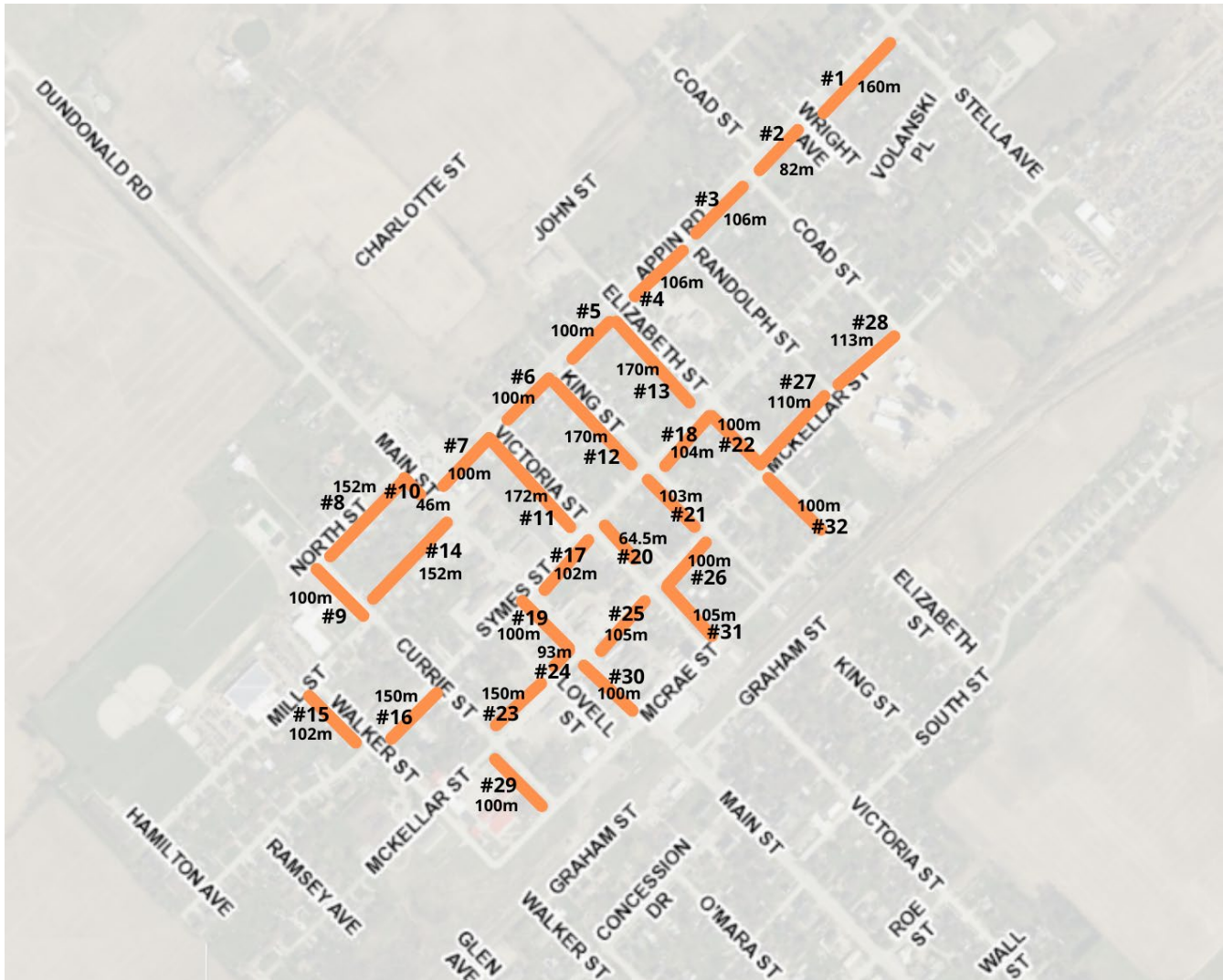
<b>GLENCOE – SITES</b>			
42	Cenotaph – Main St and McRae		
43	Parkette – Main St between Symes St and McKellar St		
<b>WARDSVILLE</b>			
44	Hagerty Rd from Talbot St towards Trillium Dr	150	
45	Hagerty Rd from Henrieta St to Talbot St	82	
46	Hagerty Rd from George St to Ward St	85	
47	Wellington St from Ward St to Church St	109	
48	Hagerty Rd from William St to Longwoods Rd	23	
49	Longwoods Rd from Hagerty Rd towards Archer St	50	
50	Longwoods Rd near Dornich St	13	
51	Hannah St from Hagerty Rd towards Davis St	56	
52	Hagerty Rd from Hannah St to Amy St	108	
53	Hagerty Rd from Amy St towards Beattie Ln	59	

**\*Please note that the distance is APPROXIMATED\***

# FORM OF TENDER

## Pricing Breakdown MAPS

**Glencoe - North**  
 Total: 3617.5m





**Glencoe – South**

Total: 1179m



Glencoe – Cenotaph



Glencoe – Parkette



**Wardsville**

Total: 735m



**FORM OF TENDER**  
**LIST OF REFERENCES**  
**FOR THE SUPPLY OF CONSTRUCTION OF SIDEWALKS**

Bidders shall list other companies or organizations for which they have completed similar work. (A minimum of 3 shall be supplied)

<b>LIST OF REFERENCES</b>			
NAME	COMPLETE ADDRESS	CONTACT PERSON	PHONE / EMAIL

**FORM OF TENDER**  
**EQUIPMENT**

**FOR THE SUPPLY OF CONSTRUCTION OF SIDEWALKS**

Bidder shall list a complete list of equipment that is available to complete this contract.

<b>TYPE OF EQUIPMENT</b>	<b>INTENDED USE</b>	<b>OWN OR RENT</b>

**FORM OF TENDER**  
**LIST OF SUB CONTRACTORS**  
**FOR THE SUPPLY OF CONSTRUCTION OF SIDEWALKS**

Bidders shall list all sub-contractors who they propose to use in the completion of this project.

<b>SUB-CONTRACTORS LIST</b>		
COMPANY NAME & COMPLETE ADDRESS	CONTACT NAME	PHONE / EMAIL

# AGREEMENT TO BOND

We, the undersigned, hereby agree to become bound as Surety for:

\_\_\_\_\_ in a bond totaling two thousand dollars (\$2,000.00), and conforming to the Contract attached hereto, for the performance of the works as described herein, if the tender for

\_\_\_\_\_  
\_\_\_\_\_

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

(Company Seal)

\_\_\_\_\_  
**NAME OF BONDING COMPANY**

\_\_\_\_\_  
Signature of Authorized Person signing for  
Company

\_\_\_\_\_  
Position

**CONTRACT AGREEMENT**  
**SWM Sidewalk Contract 2022**

**THIS AGREEMENT** made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ 2021  
(hereinafter, the **"EFFECTIVE DATE"**)

**BETWEEN:**

\_\_\_\_\_  
(Hereinafter, called the **"VENDOR"**)

**OF THE FIRST PART**

-and-

**THE CORPORATION OF THE MUNICIPALITY OF SOUTHWEST MIDDLESEX**  
(Hereinafter, called the **"MUNICIPALITY"**)

**OF THE SECOND PART**

**WHEREAS**

- A. The Municipality is a lower-tier municipality as defined by the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended or replaced (the **"Municipal Act"**);
- B. The Vendor is the successful respondent to Request for Tender for SWM Sidewalk Contract 2022, issued by the Municipality for the provision of Construction of Sidewalks;
- C. Section 9 of the *Municipal Act* provides that municipalities have the capacity, rights, powers and privileges of natural persons, which includes the power to do things that natural persons can do, such as, enter into agreements;
- D. Council for the Corporation of the Municipality of Southwest Middlesex (**"Council"**) wishes to award SWM Sidewalk Contract 2022 to the Vendor, on the terms and conditions set out in the Contract Documents, as defined herein; and

**NOW THEREFORE** in consideration of the mutual terms, conditions and covenants contained herein, the Parties agree and covenant with each other as follows:



## 1.0 INCORPORATION OF RECITALS

- 1.1 The Parties agree that the above recitals are true and hereby incorporated into this Agreement by reference.

## 2.0 DEFINITIONS

- 2.1 **"Addenda"** means any addenda to RFT for RFT – PW Tender 4 - SWM Sidewalks issued by the Municipality prior to the Closing Date and time of the RFT.
- 2.2 **"Contract"** means SWM Sidewalk Contract 2022.
- 2.3 **"Contract Agreement" or "Agreement"** means this agreement between the Vendor and the Municipality.
- 2.4 **"Contract Documents"** means the documents forming SWM Sidewalk Contract 2022 including:
  - a) the executed Contract Agreement upon Municipal Council's Award of Contract;
  - b) the Special Provisions;
  - c) the recommended Bid,
  - d) any Addendum that may be issued by the Municipality;
  - e) the Agreement to Bond;
  - f) the RFT Response Form;
  - g) the Form of Tender;
  - h) the Contract Drawings and
  - i) the List of Sub-Contractors.
- 2.5 **"Contract Term"** means the term of the contract referred to in section 4.0 of this Agreement.
- 2.6 **"RFT for RFT – PW Tender 4 - SWM Sidewalks"** means the Request for Tender issued for SWM Sidewalk Contract 2022 by the Municipality of Southwest Middlesex.
- 2.7 **"Scope of Work"** means the required scope forming part of SWM Sidewalk Contract 2022.
- 2.8 **"Standard Specifications"** means the Ontario Provincial Standard Specifications and other specifications referenced in the Special Provisions and forming part of the Contract.
- 2.9 **"Municipality"** means the Corporation of the Municipality of Southwest Middlesex.
- 2.10 **"Vendor's Tender"** means the tender submitted by the Vendor in response to RFT for RFT – PW Tender 4 - SWM Sidewalks, selected as the successful Tender by the Director of Operations and approved by Council.

## 3.0 ORDER OF PRECEDENCE

- 3.1 In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following descending order:
  - a) Executed Contract Agreement;

- b) RFT;
- c) Addenda;
- d) Special Provisions;
- e) Standard Specifications; and
- f) Vendor's Tender.

#### **4.0 CONTRACT TERM**

- 4.1 The term of this Contract Agreement shall expire on September 9, 2022 commencing on the Effective Date.

#### **5.0 SUPPLY OF CONSTRUCTION OF SIDEWALKS**

- 5.1 The construction of sidewalks including all excavation, removals supply and placement per the Contract.
- 5.2 All items provided by the Vendor shall be provided at the unit prices as quoted in the Form of Tender.
- 5.3 All vehicles delivering product are to be in proper and safe operating condition, and all deliveries must be made by carriers properly licensed, trained, and insured and all loads must be within the gross weight and axle weight laws of the Province.

#### **6.0 PAYMENT**

- 6.1 Payment by the Municipality shall be made following delivery, inspection and acceptance of the goods, and following presentation of an invoice which correctly corresponds with the goods provided.
- 6.2 Unless otherwise stated, the period for payments will be within thirty (30) days, calculated from the date the invoice is received, or delivery and acceptance of the goods, whichever date is later.
- 6.3 The Vendor agrees that no cost amount as identified in its Bid shall be exceeded without the written approval of the Municipality, and that all prices contained in the Bid form an upset limit above which no further payment will be made. The Vendor acknowledges and hereby agrees that it will perform all of the required conditions pursuant to the Special Conditions as set out in the RFT and Bid even if the upset limited is reached.

#### **7.0 INVOICES**

- 7.1 Invoices for monies due on this contract shall be delivered to the Municipality at the address shown on the signature page of this Agreement.
- 7.2 Payments may be deferred, at the Municipality's discretion, if the following information is not shown on the invoice:
  - (a) Amount for the total invoice
  - (b) H.S.T. amount

- (c) Date of invoice
  - (d) Complete product description
  - (e) Purchaser's name and ship to address
- 7.3 The Vendor shall, in every case, deliver a packing slip with all goods or materials. This packing slip shall show distinctly the number of the official Purchase Order upon which the goods or materials are being delivered and also shall specify in detail all the goods or materials therewith offered for acceptance, showing the number of pieces, weight, length or volume, as the case may be, of each class of goods or materials.

## 8.0 INDEMNITY

- 8.1 The Vendor shall indemnify, defend, and hold the Municipality, its elected officials, officers, directors, employees, agents, affiliates, and representatives) harmless against any and all claims, demands, costs (including legal costs on a substantial indemnity basis), penalties, fines, fees, royalties, damages (including indirect, special, remote, and/or consequential damages) and causes of action, including, without limitation, proprietary or personal injury (including death) that arise from, either directly or indirectly, or relate to, any act or omission of the Vendor, its officials, directors, officers, employees, agents, affiliates, partners (general or limited), joint venturers, contractors, sub-contractors, and other representatives, in connection with the Vendor's responsibilities pursuant to all Contract Documents, including without limitation, the carrying out or failure to carry out any obligation under the Contract or the provision of any and all goods and services, except to the extent that same was caused by the negligence or willful misconduct of the Municipality.

## 9.0 INSURANCE

- 9.1 The Vendor shall provide and maintain during the Term of the Agreement Commercial General Liability insurance acceptable to the Municipality and subject to limits of not less than five million dollars (**\$5,000,000**) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. The Commercial General Liability insurance shall include coverage for:
- a) Premises and operations liability
  - b) Products or completed operations liability
  - c) Blanket contractual liability
  - d) Cross liability
  - e) Contingent employer's liability
  - f) Personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character; invasion of privacy; wrongful eviction or wrongful entry
  - g) Liability with respect to non-owned licensed motor vehicles.

- 9.2 The Vendor shall provide and maintain during the Term of the Agreement Automobile Liability Insurance in respect of licensed vehicles with limits of not less than five million dollars **(\$5,000,000)** inclusive per occurrence for bodily injury, death and damage to property, and
- a) standard non-owned automobile policy including standard contractual liability endorsement, and
  - b) standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by the Vendor.
- 9.3 The Vendor shall provide the Municipality with an original Certificate of Insurance for each type of insurance coverage that is required. The Vendor shall ensure that the Owner is, at all times in receipt of a valid Certificate of Insurance for each type of insurance coverage, in such amounts as specified in Tender Documents.
- 9.4 The Commercial General Liability insurance policies shall be in the name of the Vendor and shall name the Municipality as an additional insured thereunder.

## **10.0 TERMINATION**

- 10.1 This Agreement may be terminated by the Municipality at any time without cost or penalty.
- 10.2 The Vendor may terminate this Agreement by providing 90 days' written notice to the Municipality.

## **11.0 NOTICE**

- 11.1 Any notice shall be in writing and may be delivered by hand or by courier, by registered mail, or by facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address found on the signing page or at the last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective seven days from the day it is delivered, mailed or electronically sent.

## **12.0 VOLUNTARY AGREEMENT**

- 12.1 The Parties warrant that this Agreement is voluntary, that none of the Parties are under any legal disability and that each Party has had an opportunity to seek the advice of independent legal counsel with respect to this Agreement.

## **13.0 SEVERABILITY**

- 13.1 Should any provision or provisions of this Agreement be determined to be void or unenforceable in whole or in part, it or they shall be deemed not to affect or impair the validity or enforceability of any other provision and it or they shall be considered

separate and severable from the Agreement and its remaining provisions which shall remain in force and be binding on the parties.

#### **14.0 COUNTER PARTS**

14.1 This Contract may be executed in any number of counterparts and delivered by electronic means, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### **15.0 ASSIGNMENT**

15.1 The Vendor shall not assign or transfer this Contract or any part thereof, without the written consent of the Municipality, duly approved and executed.

#### **16.0 SUCCESSORS, SUBCONTRACTORS AND ASSIGNS**

16.1 This agreement shall extend to, benefit and bind the parties thereto, their successors, sub-contractors and assigns, respectively.

#### **17.0 GOVERNING LAW: LANGUAGE**

17.1 The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the parties hereto attorney to the exclusive jurisdiction of the courts of that Province. The parties have requested that this Agreement and all related documents be in English.

#### **18.0 AMENDMENT**

18.1 This Agreement may not be amended or modified except by written instrument executed by both parties.

**[ONE (1) ENDORSEMENT PAGE FOLLOWS]**

**IN WITNESS THEREOF** this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective on the date set out at the top of page one (1) of this Agreement.

Address for Service:

**THE MUNICIPALITY OF SOUTHWEST MIDDLESEX**

Municipality of Southwest  
Middlesex

Per: \_\_\_\_\_  
Mayor, Allan Mayhew

153 McKellar St.  
Glencoe, ON  
N0L1M0

Per: \_\_\_\_\_  
CAO/Clerk, Jillene Bellchamber-Glazier

***We have authority to bind the Corporation  
## NAME VENDOR ##***

Date: \_\_\_\_\_, 2022

Address for Service:

Attn:  
Address

Per: \_\_\_\_\_

Per: \_\_\_\_\_  
*We have authority to bind the Corporation*