



Request for Tender
IO-08-2025
2025 Curb and Sidewalk Program

Tender submissions shall be received by the Manager of Infrastructure, Faishal Diwan, of the Municipality of North Middlesex clearly marked with the name of the Proponent and file number. Submissions should be received no later than the official closing date and time of:

2:00 P.M. LOCAL TIME, Tuesday, June 24th, 2025

Submissions received after closing time will not be accepted. Proponents are solely responsible for ensuring Tender submissions are received prior to the closing date and time in the proper format. Complete submission of this Tender is to be either electronically or hard copy submitted to:

Faishal Diwan
Manager of Infrastructure
Municipality of North Middlesex
229 Parkhill Main Street, Parkhill ON N0M 2K0
faishald@northmiddlesex.on.ca

The Municipality will not accept responses to this Request for Tender by facsimile.

The Municipality shall have the right to reject any or all Tenders.

INFORMATION TO BIDDERS DOWNLOADING THIS DOCUMENT

Bidders planning to submit via hard copy must register with the Infrastructure and Operations Department to be added to the Bidders list. Interested Bidders are required to complete the information below and return this form via email to:

faishald@northmiddlesex.on.ca

Bidders who plan on submitting via hard copy who do not register may not receive any additional information or addendums relating to this project.

Bidder Registration Form

Company Name: _____

Address: _____

City: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Project Name: IO-08-2025 – 2025 Curb and Sidewalk Program

Return by email to: faishald@northmiddlesex.on.ca

CONTRACT DOCUMENTS: INDEX

- 1. Information to Bidders**
- 2. Form of Tender**
- 3. Form of Agreement**
- 4. Special Provisions – General**
- 5. Special Provisions – Specifications**
- 6. General Conditions OPSS (not included)**

SECTION 1: INFORMATION TO BIDDERS INDEX

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- 1.9 Certificate of Insurance**
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**MUNICIPALITY OF NORTH MIDDLESEX
IO-08-2025 – 2025 CURB AND SIDEWALK PROGRAM**

SECTION 1

INFORMATION TO BIDDERS

1.1 LOCATION AND SCOPE OF WORK

This contract is for the removal and replacement of curb and sidewalk sections located in various areas throughout the Municipality of North Middlesex. Specific instructions and are included in Section 2 “Schedule of Items and Prices”.

It is the responsibility of the Contractor to review all information provided and satisfy themselves with any and all information and requirements needed prior to submission of tender documents.

NOTES:

- The successful Contractor shall include with their proposal; Traffic Control as per Book 7 of the Ontario Traffic Manual.
- All sidewalks must be a minimum of 100mm thick and 150 mm (6 inches) thick for all laneways, 32 MPa concrete.
- Wheelchair accessible at all intersecting streets and 1.5 m (5 feet) wide.
- It is the responsibility of the Contractor to review all areas identified in this tender prior to submission of tender documents to determine requirements for laneways.
- It is the responsibility of the Contractor to determine the material quantities per the minimum specifications and complete the form of tender below.

The Municipality has an available budget (including HST) of \$110,000.00 available for this project. It is the intent of this Request for Tender (RFT) to receive Tender submissions that highlight how much work included in this RFT the Contractor can complete within the available budget. This is further detailed within the Form of Tender.

1.2 SUBMISSION OF TENDER

If not submitted online through Biddingo, sealed hard copy Tenders plainly marked “IO-08-2025 – 2025 CURB AND SIDEWALK PROGRAM” that include the submission cover page found in Appendix A will be received at the North Middlesex Office, 229 Parkhill Main Street, Parkhill, ON, N0M 2K0 until 2:00 pm local time.

June 24, 2025

1.3 Tenders

Submitted Tenders shall include the following:

- 1) Completed Form of Tender;
- 2) Completed Schedule of Sub-Contractors; and
- 3) Tender Deposit.

1.4 LIST OF SUB-CONTRACTORS

A list of all Sub-Contractors proposed to be used by the Bidder to complete the work shall be included with the Tender. See Section GC3.10 of the General Conditions (OPS).

1.5 TENDER DEPOSIT

Each Tender shall be accompanied by a certified cheque or bid bond in the amount of \$10,000 made payable to the Municipality of North Middlesex.

Failure of the accepted bidder to execute the contract within the required time shall result in the forfeit of the deposit. The Tender deposit of the lowest and second lowest accepted bidders shall be returned upon the execution of the Form of Agreement and deposit of the necessary security and documents by the accepted low bidder.

The deposit of the other bidders shall be returned after the Tenders have been checked to determine the lowest and second lowest accepted bidders.

1.6 ACCEPTANCE OR REJECTION OF TENDERS AND APPROVALS

The Tender must be legible, and all items must be bid. Tenders which are incomplete, unbalanced, conditional, obscure, or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected as informal or void.

Tender submissions may be rejected for one or more of the following reasons:

- a. Bids arriving after the closing time and date as specified in this document.
- b. Bids received in a form other than the quotation form supplied.
- c. Bids not completed in ink or by type.
- d. Bids containing any other form of alteration, including but not limited to include; strike-out, white-out, etc.
- e. Bids not properly signed, witnessed, and/or sealed.
- f. Bidders not having acknowledged all issued addenda.

Tenders shall remain open for acceptance by the Municipality for a period of ninety (90) calendar days after the closing date.

Bidders are advised that the Municipality has a fixed budget for the completion of this contract. To ensure budget control, the Municipality states explicitly that it reserves the

right to delete Areas of work during its consideration of the bid submissions, prior to the award of the contract. Contractor's submitting for consideration of this contract are doing so with the explicit understanding that the Municipality has the right to delete areas of work.

1.7 EXECUTION OF CONTRACT

The successful Bidder shall be required to execute the Form of Agreement and submit the required bonding, a WSIB Certificate, a Certificate of Insurance, and a Traffic Control Plan—noting the type of traffic control layout being implemented—within seven (7) days of the date of notification of the acceptance of the Tender by the Municipality.

The successful Bidder shall provide a Certificate of Coverage from the WSIB at the time of execution of the Contract and upon completion of the work before final payment is made.

1.8 WORKPLACE SAFETY AND INSURANCE CERTIFICATE (WSIB)

The successful Bidder shall provide a Certificate of Coverage from the Workplace Safety and Insurance Board at the time of execution of the Contract and upon completion of the work before final payment is made.

1.9 CERTIFICATE OF INSURANCE

At the time of execution of the Contract the successful Bidder shall submit a certified copy of a comprehensive policy of public liability and property damage insurance in the minimum amount of \$5,000,000.00 naming the Municipality as an additional insured. Specific details of the insurance requirements are given in Section GC6 of the General Conditions (OPS).

1.10 BIDDER'S INVESTIGATIONS

The Bidder is referred to Section GC7.01 of the General Conditions (OPS) concerning required investigations prior to submitting a Tender.

1.11 QUANTITIES

Any quantities provided are estimates only. Reference should be made to Section GC8.01 of General Conditions (OPS) for information concerning variations in actual quantities.

1.12 SALES TAXES

Tender submissions shall include all applicable taxes for the budget value of \$110,000.00.

1.13 MAINTENANCE PERIOD

Upon written Notice of Acceptance of the work, the 12-month maintenance period will begin. A 10% maintenance holdback will be applied to this project and held until the successful completion of the maintenance period.

1.14 LIQUIDATED DAMAGES

The Bidder is referred to Section 4.6 “GC8.02.09 Liquidated Damages” where the damages are set at \$500 per day.

1.15 SCHEDULING OF WORK

The Municipality reserves the right to stage the work. The Contractor shall submit a schedule after the Contract has been awarded showing all aspects of the work from mobilization to final restoration. The project shall be completed no later than October 31st, 2025. Once work has begun the Contractor is required to work continuously until complete.

1.16 ACCESSIBILITY

AODA requirements state that the Vendor shall ensure that any information, products, deliverables and/or communication (as defined in the Integrated Regulation) produced pursuant to the Contract shall be in conformity with World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and shall be provided in accessible Word, Excel, PowerPoint, PDF, etc.

In accordance with Ontario Regulation 191/11 (Integrated Accessibility Standards Regulation), the vendor is responsible for ensuring that all of its employees and volunteers are adequately trained. The Municipality may request training logs from the vendor.

All finished construction must be AODA compliant.

MUNICIPALITY OF NORTH MIDDLESEX
IO-08-2025 – 2025 CURB AND SIDEWALK PROGRAM

SECTION 2: FORM OF TENDER

To: The Mayor and Council, Municipality of North Middlesex, hereinafter called “Municipality”.

Tender For: IO-08-2025 – 2025 CURB AND SIDEWALK PROGRAM

Name of Firm or Individual Submitting the Tender:

Address: _____

Name of Person Signing for Firm: _____

Position of Person Signing for Firm: _____

Telephone: _____

Facsimile: _____

I/We, the undersigned, having carefully examined the site of the proposed work, and having read, understood, and accepted the Provisions, Drawings, Specifications and Conditions listed herein, each and all of which form part of this Tender, hereby offer to furnish all machinery, tools, labor, apparatus, plant and other means of construction; all materials, except as otherwise specified in the Contract; and to complete the work in strict accordance with the Provisions, Drawings, Specifications and Conditions listed herein for the price of \$110,000 (including HST). For said price, I/We will complete the following scope of work (Quantity). It is noted that the Municipality assumes a combination of work from all Codes will be completed as part of this project.

Sidewalk Work			
No	Code	Municipality Count	Contractor Submission
1	SCIS	82	
2	SSD	85	
3	LS	99	
4	SETH	35	
5	SAI	7	
Curb Work			
No	Description	Municipality Count	Contractor

			Submission
1	Curb replacement	30m	30m

Should additions to or reductions from the dimensions or quantities shown on the Plans be made, additions to or deletions from the above price shall be as shown on the attached Schedule of Unit Prices, subject to the General Conditions related hereto.

Attached to this Tender is a certified cheque or bid bond in the amount of **\$10,000.00** made payable to the **MUNICIPALITY OF NORTH MIDDLESEX**, the proceeds of which shall, upon acceptance by the Municipality of the Tender, constitute a deposit which shall be forfeited to the Municipality if I/We fail to file with the Municipality the Certificate of Insurance, Bonds, and an executed Form of Agreement for the performance of the work within seven (7) days from the date of notification of the acceptance of the Tender by the Municipality.

I/We hereby agree that the notification of acceptance of this Tender shall be in writing, and may be sent by prepaid post, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of mailing of such notification.

I/We hereby agree that the work specified in the Tender will be performed in strict accordance with the attached Schedule of Provisions, Drawings, Specifications, and Conditions. I/We hereby agree that the Sub-Contractors listed on the attached Schedule of Sub-Contractors are the only Sub-Contractors proposed to be used on this work and that changes will be made only with the approval of the Municipality in accordance with **Section GC3.1 of the OPSS General Conditions**.

I/We hereby agree that the project shall be complete no later than **October 31st, 2025**.

SCHEDULE OF ITEMS AND PRICES

This contract is for the removal and replacement of curb and sidewalk sections located in various areas throughout the Municipality of North Middlesex. Specific instructions are included in Section 5 “Special Provisions – Specifications”.

Bidders are advised that the Municipality has a fixed budget for the completion of this contract. To ensure budget control, the Municipality states explicitly that it reserves the right to delete Areas of work during its consideration of the bid submission, prior to the award of the contract. Contractor’s submitting for consideration of this contract are doing so with the explicit understanding that the Municipality has the right to delete areas of work, and by affixing his or her seal/signature to this bid document the Contractor is agreeing that the Municipality shall retain this right to delete work areas from the contract during its review of bid submissions, and prior to award of the contract.

NOTES:

- The successful Contractor shall include with their proposal; Traffic Control as per Book 7 of the Ontario Traffic Manual.
- All sidewalks must be a minimum of 100mm (4 inches thick) and 150 mm (6 inches) thick for all laneways, 32 MPa concrete.
- Accessible at all intersecting streets and 1.5 m (5 feet) wide except at repair locations where existing adjacent sidewalks are a different width.
- Include tactile plates at **all** crossing locations.

Parkhill Sidewalk Work				
No	Code	Name	*Estimated Scope	Quantity
1	SCIS	Sidewalk Slab Cracks	2 Replaced Panels	59
2	SSD	Sidewalk Surface Discontinuity	Grind or 1 Replaced Panel	58
3	LS	Sidewalk Low Spot	4 Replaced Panels	65
4	SETH	Sidewalk Trip Hazard	4 Replaced Panels	20
5	SAI	Sidewalk Accessibility Area	2 Replaced Panels	1

Ailsa Craig Sidewalk Work				
No	Code	Name	*Estimated Scope	Quantity
1	SCIS	Sidewalk Slab Cracks	2 Replaced Panels	23
2	SSD	Sidewalk Surface Discontinuity	Grind or 1 Replaced Panel	27
3	LS	Sidewalk Low Spot	4 Replaced Panels	34
4	SETH	Sidewalk Trip Hazard	4 Replaced Panels	15
5	SAI	Sidewalk Accessibility Area	2 Replaced Panels	6

Curb Work			
No	Description	Quantity	**Unit Price
1	Prepare (remove/supply gravel), grade, compact granular base for curb placement; include curb cuts for clean transition. Install new barrier or rollover curb and gutter.	30m	Lump Sum

* - The estimated scope for these items assumes what work will be required, all inclusive, to complete an individual replacement (ie. SCIS assumes two (2) panels of sidewalk are to be replaced including all removals, preparatory work, materials, labour, etc.).

** - This item work is to be included in the available \$110,000 (including HST) budget as an all-inclusive item.

SCHEDULE OF SUB-CONTRACTORS

COMPANY NAME	CONTACT
1.	
2.	
3.	
4.	
5.	

Signed at the _____ of _____

In the County of _____ this _____ day of _____ 2025

CONTRACTOR SIGNATURE

Name

Position Held
I/WE have authority to bind the corporation

Signature

Date

WITNESS SIGNATURE

Name

Signature

Date

BIDS NOT SIGNED OR WITNESSED CORRECTLY WILL BE REJECTED

**MUNICIPALITY OF NORTH MIDDLESEX
IO-08-2025 – 2025 CURB AND SIDEWALK PROGRAM
SECTION 3: FORM OF AGREEMENT**

THIS AGREEMENT made in triplicate this _____ day of _____

BETWEEN: _____ of
_____ in the
County of _____ and Province of Ontario
(hereinafter called “The Contractor”)

THE PARTY OF THE FIRST PART

and **THE MUNICIPALITY OF NORTH MIDDLESEX** hereinafter called the
“Municipality”

THE PARTY OF THE SECOND PART

WITNESSETH, that the Contractor, for and in consideration of the payment or payments specified in the Tender for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour, and other means of construction; and, to the satisfaction of the Municipality, to do all the work as described hereafter, furnish all materials except as herein otherwise specified, and to complete such work in strict accordance with the Plans, Specifications, and Tender therefore, which are identified and acknowledged in the Schedule of Provisions, Drawings, Specifications and Conditions attached to the Tender and all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied herein.

DESCRIPTION OF WORK

Supply all labour, equipment, and materials as necessary apply concrete meeting 32 MPa at 28 days and complete the curb and sidewalk replacements as identified in the Form of Tender. The work will include but not exclusive to site preparation, concrete work, site restoration and all things necessary to complete this contract. Any and all concrete testing for all applicable requirements and regulations shall be paid for and supplied by the Contractor included as part of the budget.

The Contractor further agrees that they will deliver the whole of the works completed in accordance with this Agreement and that the project will and be completed no later than **October 31st, 2025**.

The Contractor agrees that any monies due to the Municipality as a result of non-completion of the works within the time stipulated may be deducted from any monies due to the Contractor on any account whatsoever.

IN CONSIDERATION WHEREOF, the Municipality agrees to pay the Contractor for all work done in the sum of \$110,000 (including HST). Subject to such additions and deductions as may be properly made under the terms hereof.

This Agreement shall be to the benefit of me and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the Contractor and the Municipality have hereto signed their names and set their seals on the day first above written.

CONTRACTOR

Name of Contractor

Address

Position Held

Signature of Contractor or seal of Corporation

Witness

THE MUNICIPALITY OF NORTH MIDDLESEX

Mayor

Municipal Clerk

THIS _____ Day Of _____ 2025

SECTION 4: SPECIAL PROVISIONS – GENERAL INDEX

4.1 General conditions

4.2 Section GC-6 Surety and deposits

4.3 Section GC-8 Acceptance of Work

4.4 Section GC-7 Contractor Responsibilities

4.5 Section GC1.06 Time and order of completion

4.6 Section GC8.02.06 Liquidated Damages

4.7 Working Hours

4.8 Section GC8.02.06 Payment of workers – Labor Conditions

MUNICIPALITY OF NORTH MIDDLESEX
IO-08-2025 – 2025 CURB AND SIDEWALK PROGRAM
SECTION 4: SPECIAL PROVISIONS – GENERAL

4.1 GENERAL CONDITIONS

This Special Provision amends and takes precedence over certain Sections of the General Conditions OPSS. All Sections not amended by the Special Provisions shall take precedence in the order set out in Section GC2.02.

4.2 SECTION GC-6 SURETY AND DEPOSIT

In addition to the items listed, A Certificate of Insurance shall be submitted to the Municipality at the time of execution of the Contract prior.

The Tender deposit shall be in the form of a bid bond or certified cheque.

4.3 SECTION GC-8 ACCEPTANCE OF WORK

The written notice of acceptance shall specify the date of commencement of the twelve (12) month Maintenance Period. The Contractor shall be responsible for any maintenance or corrective measures required as a result of faulty workmanship or materials during the Maintenance Period.

4.4 SECTION GC-7 CONTRACTOR RESPONSIBILITIES AND CONTROL OF THE WORK

Maintaining roadways Detours Paragraph GC7.06 is amended to read as follows: The cost of supplying all labour, equipment and material required to maintain in a satisfactory condition for traffic, a road through the work including any detours constructed in accordance with the Contract or with the approval of the Municipality, shall be paid by the Contractor.

The Contractor may reduce the number of traffic lanes to one lane in the immediate vicinity of the construction work in progress. The Contractor shall be responsible for delineating the boundaries of any open excavation at the end of each working day with fencing and approved lighting and delineators. No road may be closed without the authorization of the Municipality and provisions of adequate detours. All traffic control shall conform to Book #7 of the Ontario Traffic Manual.

The Contractor's attention is drawn to Paragraph CG-7.01.06 referencing the Occupational Health and Safety Act.

4.5 SECTION GC1.06 TIME AND ORDER OF COMPLETION

The work shall be completed and full possession thereof given to the Municipality by the date specified in this Request for Tender, subject to any extensions allowed under Section GC3.07.

4.6 GC8.02.09 LIQUIDATED DAMAGES

In the event that all work is not completed within the allowed time it is agreed that damage will be sustained by the Municipality, and that is and will be impracticable and extremely difficult to ascertain the actual value of the damage sustained. It is agreed that the damages shall be estimated to be and that the **Contractor shall pay the Municipality as Liquidated Damages the sum of Five Hundred Dollars (\$500.00)** for every calendar day, excepting Saturdays, Sundays, and Statutory Holidays, taken to complete the work in excess of the allowed time for completion. The Municipality may deduct any amount due under this Section from any monies that may be due or payable to the Contractor on any account whatsoever.

The liquidated damages payable under this Section are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the corporation

4.7 WORKING HOURS

A working day will be considered any day excluding Saturdays, Sundays, and Statutory Holidays. For the purpose of this contract working hours will extend from 7:00 a.m. to 7:00 p.m.

4.8 PAYMENT OF WORKERS GC8.02.06 LABOUR CONDITION

The Contractor shall adhere to the Ministry of Labour Fair Wage Policy for the "Provincial Zone".

**MUNICIPALITY OF NORTH MIDDLESEX
IO-08-2025 – 2025 CURB AND SIDEWALK PROGRAM
SECTION 5: SPECIAL PROVISIONS – SPECIFICATIONS INDEX**

5.1 General

5.2 Ontario Provincial Standard Specifications & Standard Drawings

5.3 Drainage of Adjacent Lands

5.4 Approved Equals

5.5 Change Orders

5.6 Inspection / Testing

5.7 Layout and Grade Control

5.8 Estimated Quantities

5.9 Access To Property

5.10 Traffic Control

5.11 Project Timing

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5.13 Preparation & Placement

5.14 Sidewalk Locations

**MUNICIPALITY OF NORTH MIDDLESEX
IO-08-2025 – 2025 CURB AND SIDEWALK PROGRAM
SECTION 5: SPECIAL PROVISIONS – SPECIFICATION**

5.1 GENERAL

The work shall be carried out in accordance with the appropriate Ontario Provincial Standard Specifications except as altered herein. The Municipality reserves the right to delete all or portions of the work. The work may include: paving, grading, placing of granular material, concrete, site preparation and restoration.

5.2 ONTARIO PROVINCIAL STANDARD SPECIFICATIONS & STANDARD DRAWINGS

This contract document refers to Ontario Provincial Standards for Roads and Municipal Services, OPSS Volumes 1, 2, 3, 4, 7 and 8. Copies of the specifications referenced are available for download. It shall be the Bidder's responsibility to review the referenced specifications in their entirety.

5.3 DRAINAGE OF ADJACENT LANDS

The Contractor shall conduct his/her operations such that the drainage of adjacent lands will not be blocked by materials from the excavation or stockpiled backfill. At the direction of the Municipality, the Contractor shall take immediate corrective action to alleviate any drainage problems caused by his/her operations.

5.4 APPROVED EQUALS

The Contractor may submit a written request to use alternate materials to the Municipality for approval. Any alteration from the specified materials will be subject to approval by the Municipality of North Middlesex. The Contractor shall not make substitution without written approval from the Municipality prior to receipt of material on site. The Contractor shall clearly state the reason for his request for a substitution and indicate clearly whether there is any additional cost, credit or no difference in tendered price as a result of the proposed alternative.

The Contractor shall be required to pay all costs for any concrete/geotechnical testing of materials which do not meet specifications. These costs will be deducted from the Contractors final payment certificate.

5.5 CHANGE ORDERS

The Contractor shall not proceed with any additions or deletions to the Contract until they have been issued a Change Order. The Change Order must be signed by the

Contractor approved by the Municipality. Verbal changes by the site inspector will not be recognized for payment by the Municipality.

5.6 INSPECTION/TESTING

The Contractor will not receive payment for any aspect of the work that cannot be tested or inspected to the satisfaction of the Municipality.

5.7 LAYOUT AND GRADE CONTROL

It is the Contractor's responsibility to complete all layout necessary to control line and grade.

5.8 ESTIMATED QUANTITIES

The quantities contained in the Schedule of Quantities and Prices are estimated. Final payment will be based on "As Built" quantities.

5.9 ACCESS TO PROPERTY

The Contractor shall ensure that access to properties is restored at the end of each day.

5.10 TRAFFIC CONTROL

All traffic control and signing shall comply with current standards including Book #7 of the Ontario Traffic Manual. Payment for traffic control shall be included within the overall payment.

5.11 PROJECT TIMING

To assist the Contractor the following timetable is provided/required:

Tender Close	June 24, 2025
Council Award	July 16, 2025
Construction Start	August 1, 2025
Construction Completion	October 31, 2025

5.12 RESTORATION

It is noted that submission includes all restoration which shall include driveways, grass, or other areas damaged in the course of constructing sidewalks.

Grass repairs are to be repaired with sod; noting that seed is not acceptable. The Contractor will be responsible for watering the sod until it takes, and if it doesn't take, must re-lay sod until it does.

Any damage to private property as a result of the Contractor's work is the responsibility of the Contractor to make good at the Contractor's cost, outside the cost of this contract.

APPENDIX A
RFT Envelope Submission Cover



REQUEST FOR TENDER

CONTRACT NUMBER:

NAME OF RFT

SUBMITTED BY: