



The Rural Municipality of Oakview
is accepting tenders for Road Graveling.

Sealed tenders clearly marked with
“ROAD GRAVELLING”
will be received until Tuesday, March 19th, 2024 at 12:00pm.

Please drop off or mail tenders to one of the following addresses:

Rural Municipality of Oakview

10 Cochrane Street
PO Box 179
Oak River, MB R0K 1T0

Or

Satellite Office

435 3rd Avenue
PO Box 130
Rapid City, MB R0K 1W0

General inquiries should be directed to:

Brad Kingdon, Manager of Public Works
431-541-8168

Email: publicworks@rmfoakview.ca

The Rural Municipality of Oakview Request for Tender

The R.M. of Oakview invites tenders for 2024 hauling contracts for the loading and hauling of gravel to be spread on municipal roads in the R. M. of Oakview.

Material is to be applied on the roads beginning immediately after road restrictions are lifted and completed by August 15th. In addition, there may be spot hauling that continues until October 31st, 2024.

A penalty of \$500.00 per day may be charged by set dates.

Individual project tenders will be accepted for the following projects.

Project 1

Load, haul and spread 17,000 cubic yards of gravel on specific roads in Ward 1 and Ward 2 in the R. M. of Oakview for 2024.

Project 2

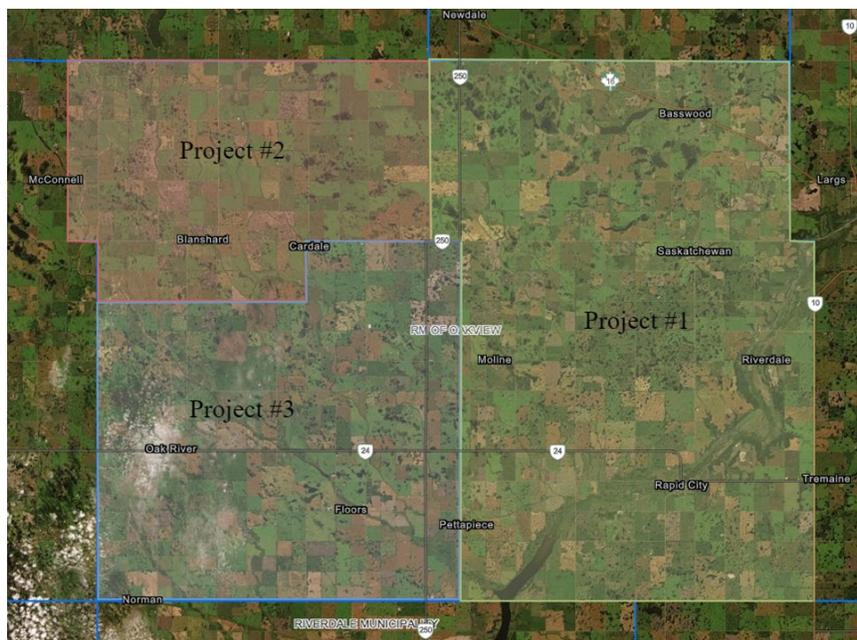
Load, haul and spread approximately 10,000 cubic yards of gravel on specific roads in the Northern part of Ward 3 in the R. M. of Oakview for 2024.

Project 3

Load, haul, and spread approximately 12,000 cubic yards of gravel on specific roads in the Southern part of the Ward 3 in the R. M. of Oakview for 2024.

Project 4

Load and haul approximately 8,500 cubic yards to the Stockpile in Ward 3 in the R.M. of Oakview for 2024. Hauling is to be completed annually, in the winter months.



Scope and Schedule of Work

Scope of Work

Project 1) The scope of work includes loading, hauling and spreading 17,000 cubic yards of gravel on specific roads in Ward 1 and Ward 2 in the R. M. of Oakview for 2024.

Gravel will be loaded and hauled from the following pit locations;

2) Bayes Pit located at SW 2-14-19W (R.M. of Oakview)

Project 2) The scope of work includes loading, hauling, and spreading approximately 10,000 cubic yards of gravel on specific roads in the Northern part of Ward 3 which comprises of roads North of Road 82N from Road 125W to Road 132W and roads in Township 15 Ranges 21 and 22, in the R. M. of Oakview for 2024 as per the map provided above.

Gravel will be loaded and hauled from the following pit locations;

1) Municipal Stockpile located on road allowance 89N, west of PR #354 (127 W) in R.M. of Oakview (to be used first)

2) McIntyre Pit located on the NE ¼ of 30-17-21W (R.M. of Yellowhead)

Project 3) The scope of work includes loading, hauling, and spreading approximately 12,000 cubic yards of gravel on specific roads in the Southern part of Ward 3 which comprises of roads South of 82N and East of Road 125W to Road 120W and roads in Township 13 Ranges 21 and 22 and the balance of Township 14 in Ranges 21 and 22, in the R.M. of Oakview for 2024 as per the map provided above.

Gravel will be loaded and hauled from the following pit locations;

1) Providence Farms (Krahn) Pit located on SW 30-12-20 W (Riverdale Municipality)

Project 4) The scope of work includes loading, hauling, and stockpiling approximately 8,500 cubic yards of crushed gravel from the McIntyre pit to the stockpile located at the road allowance on the SE ¼ of 35-15-22 W in the R. M. of Oakview for 2024.

Gravel will be loaded and hauled from the following pit location;

1) McIntyre Pit located in the NE ¼ 30-17-21 WPM (R. M. of Yellowhead)

Schedule

The proposed schedule is as follows:

-Award Contract:	March 19 th , 2024
-Annual Completion Dates for Projects:	Project 1- August 15 th , 2024
	Project 2- August 15 th , 2024
	Project 3- August 15 th , 2024
	Project 4- December 15 th

Completion dates may only be extended by resolution of Council.

Pricing

Project 1) Prices are to be given for loading per cubic yard as well as per loaded mile, up to 20 miles, for hauling crushed gravel. Schedule 'A', Part C.

Project 2) Prices are to be given for loading per cubic yard as well as per loaded mile, up to 20 miles, for hauling crushed gravel. Schedule 'A', Part C.

Project 3) Prices are to be given for loading per cubic yard as well as per loaded mile, up to 20 miles, for hauling crushed gravel. Schedule 'A', Part C.

Project 4) Prices to be given for the loading, hauling and stockpiling of 8500 cubic yards, total cost.

TENDER CLOSING

Sealed tenders must be received by 12:00pm on Tuesday, March 19th, 2024 at one of the following addresses:

Rural Municipality of Oakview
10 Cochrane Street
PO Box 179
Oak River, MB, R0K 1T0

OR

Satellite Office
435 3rd Avenue
PO Box 130
Rapid City, MB, R0K 1W0

The time the tenders are received will be conclusively deemed to be the time shown on the clock used by the RM of Oakview for this purpose.

BIDDER INSTRUCTIONS & GENERAL TERMS OF TENDER

1.0 Submission of Tenders

Tenders in accordance with the Invitation to Tender, Bidder Instructions & General Terms of Tender must be received by the RM of Oakview by Closing at the location indicated in the Invitation to Tender. Tenders received after Closing will not be considered. The RM of Oakview may extend the time and/or date of Closing by addendum for any reason and, in that case, the extended date and/or time of Closing will become the new Closing Date.

Tenders must be delivered by hand or mail/courier in a sealed envelope clearly marked with the Tender title, Bidder's name and Bidder's address. Faxed, emailed or unsealed submissions will not be accepted.

2.0 Form of Tender

Bidders shall submit two (2) printed and signed copies of the bid, in the form attached as Schedule A and setting out in sufficient detail:

- (i) Company name and contact information; and
- (ii) Bid price and GST listed as separate line items

3.0 Signatures

All tenders shall contain the full legal name of the individual, company or partnership submitting the bid, the Bidder's address and other contact information and, in the case of a company, partnership or other corporate entity, shall be signed by an authorized signatory of the bidder capable of legally binding the Bidder.

4.0 Conditions

The Undersigned (referred to as the "Bidder" and the "Contractor"), have carefully read the Tender Documents and hereby agree to execute and complete the Work contemplated in strict accordance with the said Tender Documents as the prices shown in the Schedule of Prices.

It is understood that:

- (i) The estimated quantities shown in this Tender are approximate only and are used for the purpose of comparing bids;
- (ii) No claim shall be made by the Bidder on account of any loss of anticipated profits resulting from any excess or deficiency in the estimated quantities;
- (iii) Oakview will supply the successful contractor with maps of the roads to apply gravel and the number of yards per mile not later than June 1, 2024.
- (iv) Payment for work under this Contract will be made on the basis of quantities measured by the Contractor providing the municipality with detailed records consisting of daily truck log sheets, supplied by the municipality, of individual truck trips for hauling. Daily truck log sheets and supporting maps of mile locations gravelled must accompany all invoices. Invoices must be submitted to the municipal office on a weekly basis for the work completed the week prior. Quantity at the unit prices or lump sum prices submitted, which shall be compensation in full for all the work done under the terms of the Contract;
- (v) The prices quoted shall bear a proper relationship to the value of work done or materials supplied;
- (vi) Successful contractor must ensure proper axel weights as per the Manitoba Vehicle Weights and Dimensions Guide and obtain necessary Trucking Productivity Improvement Fund Permit if required; and
- (vii) A penalty of \$500.00 per day may be charged if gravel hauling is not completed prior to completion dates indicated above.

5.0 Rights and Reservations

The RM of Oakview:

- (i) Reserves the right to reject any or all bids;
- (ii) May not accept the lowest price or any bid and may, at its sole discretion, accept any bid that is deemed to be most beneficial to the RM of Oakview;
- (iii) Reserves the right to waive informalities, irregularities, technicalities and minor non-compliances;
- (iv) May cancel this tender at any time prior to or after closing;
- (v) Reserves the right to accept a bid in total or in part or to accept some or all options listed;
- (vi) Reserves the right, in the event that only one bid is received, to terminate this tender process;
- (vii) May reject any bid that is unsigned, improperly signed, conditional, illegible, contains arithmetical errors, erasures or irregularities of any kind;

- (viii) Reserves the right to change the Scope of Work and retender the Project or negotiate the Scope of Work, or a portion thereof, if the RM of Oakview does not receive a substantially compliant bid within the RM of Oakview's budget;
- (ix) Reserves the right to reject any bids submitted by a bidder who has previously defaulted on a tender or otherwise failed to complete a contract with the RM of Oakview;
- (x) Reserves the right to consider its legal position and risk associated with entering into a contract with a party that the RM of Oakview is in litigation with or has a history of unsatisfactory performance; and
- (xi) In the event of a discrepancy between a unit price and an extension of price, the unit price will govern.

6.0 MANDATORY CRITERIA

Received by Closing Date

Part 1 – Signed Tender Agreement Received

Part 2 – Schedule of Prices and Delivery Schedule Received

Part 3 – Proof of Workers Compensation Number Received

7.0 Notice of Award

The RM of Oakview will provide notice of award in writing to the successful bidder.

8.0 Revisions, Withdrawal and Irrevocability

Amendments to tenders may be submitted in writing at any time before Closing. No amendments or revisions received after Closing will be considered. Any amendment must be signed by an authorized signatory of the bidder and submitted in accordance with the requirements for the Submission of Tenders, as set out above. All tenders will remain open for acceptance for thirty (30) days after Closing.

9.0 Costs of Preparation and Limitation of Liability

All costs incurred by the bidder in the preparation and submission of their tender will be at their own expense. The RM of Oakview will not be liable to any bidder for any claims, whether for costs, expenses, losses or damages, or for loss of anticipated profits, incurred by the bidder in preparing and submitting their tender or participating in this tender process.

10.0 Default of Bidder

If the successful bidder:

- (i) Fails or refuses to enter into the Contract for the Works then such failure or refusal will be deemed to be a refusal by the successful bidder to enter into the Contract and the RM of Oakview may, on written notice to the successful bidder, award the Contract to another party.

11.0 Workers Compensation

The Contractor shall comply with all provisions of the Worker's Compensation Act, with respect to all persons employed by the company and shall provide proof of coverage prior to commencement of the work.

12.0 Safety

The successful Bidder shall assume the responsibilities of the Prime Contractor for the Work as provided in Section 7 of The Workplace Safety and Health Act and shall sign a document with the RM of Oakview identifying the successful Bidder as the prime contractor.

13.0 Prices

The bid price will represent the entire cost before GST to the RM of Oakview gravel loading, hauling, applying or stockpiling based on the quantities in the Schedule of Prices. Projects 1, 2, 3; and

Notwithstanding the generality of the foregoing, bidders shall include in the bid price sufficient amounts to cover:

- (i) The costs of all labour, equipment and material included in or required for gravel crushing and stockpiling, including all items which, while not specifically listed in the Schedule of Prices, are included in the Work;
- (ii) All overhead costs, including head office and on-site overhead costs, and all amounts for the profit of the supplier. The bid price shall cover all taxes and assessments of any kind payable with respect to gravel hauling but shall not include GST. GST shall be listed as separate items.

14.0 Supply Contract

The Contract for gravel hauling, to be entered into between the RM of Oakview and the successful bidder, is referred to in this section as the "Contract" and the successful bidder is referred to herein as the "Contractor".

The RM of Oakview and the Contractor will enter into a written contract for gravel hauling. The Contract will consist of a tender agreement, signed by both parties, which will include these tender documents and the required specifications contained herein.

Schedule A

BID SUBMISSION FORM

List of Contents

Bidders are requested to use this form for the submission of bids.

This form consists of the following:

- A. Tender Agreement
- B. Schedule of Prices and Delivery Schedule
- C. Load and Haul Per Mile, 20 Miles

TENDER AGREEMENT

The Agreement made on the day of in the year Two Thousand and Twenty Four by and between the Rural Municipality of Oakview, Manitoba, hereinafter called the “RM” and hereinafter called the “Contractor” witnesses:

that the RM and the Contractor agree as follows:

Article A-1

The Contractor shall:

- a) Perform the Work as required by the Tender Package for Gravel Hauling for 2024.
- b) Do and fulfil everything indicated by this Agreement; and
- c) Commence gravel loading, hauling, and placing gravel on municipal roads for project number no later than of

Article A-2

The Tender Price for Gravel loading per cubic yard is \$., and the Tender Price per loaded mile is \$., in Canadian funds, as detailed on Part B – Schedule of Prices and Delivery Schedule.

Article A-3

This bid shall be open for acceptance, binding and irrevocable for a period of thirty (30) calendar days following the Closing.

Article A-4

The work is to be completed by the deadline stated in Article A-1 or a penalty of \$500.00 per day may be charged after this date.

Article A-5

Subject to applicable legislation and the provisions of the Contract Documents, the RM shall make payments in Canadian funds to the Contractor, on an annual basis once terms of the contract are satisfied.

TENDER AGREEMENT, CONTINUED

Article A-6

This Contract may be terminated for cause if the Contractor or Municipality fails to perform in accordance with the terms and conditions of this Contract following delivery of a written thirty (30) day notice stating the grounds for such default.

Article A-7

Communications in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual member, or officer of the firm or Corporation for whom they are intended or if sent by post or by courier, to be delivered within five (5) working days of the date of mailing, dispatch or of delivery to the courier company when addressed as follows:

Rural Municipality of Oakview
PO Box 179
Oak River, MB, R0K 1T0

The Contractor at:

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Article A-8

In witness whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

RM

.....
Chief Administrative Officer

.....
Witness Name

.....
Signature

.....
Signature

Contractor

.....
Name & Title

.....
Witness Name

.....
Signature

.....
Signature

PART B – SCHEDULE OF PRICES AND DELIVERY SCHEDULE

RURAL MUNICIPALITY OF OAKVIEW GRAVEL HAULING

Project No.	Description	Unit	Quantity	Loading Price per Cubic Yard	Hauling Price per Cubic Yard per Loaded Mile
1.	Load, haul and spread gravel on specific roads in Ward 1 and Ward 2	Cubic Yard	17,000	\$	\$
2.	Load, haul and spread gravel on specific roads in the northern portion of Ward 3	Cubic Yard	10,000	\$	\$
3.	Load, haul and spread gravel on specific roads in the southern portion of Ward 3	Cubic Yard	12,000	\$	\$
4.	Load, haul and stockpile gravel on road allowance SE 35-15-22 W	Cubic Yard	8,500	\$	\$
SUB TOTAL				\$	\$
GST				\$	\$
TOTAL				\$	\$

EQUIPMENT TO BE UTILIZED IN PERFORMANCE OF THIS WORK (Additional Information can be attached):

Year	Make & Model	Tare

It is expected that Tandem truck will haul a maximum of 20 cubic yards of material and Tri-Axel truck will haul a maximum of 25 cubic yards of material.

Please state below the proposed dates for start of work and completion of work within the specified dates under Section 2.2 of the Invitation to Tender (or suggested alternative dates for start of work and completion of work):

Start of Work Date:

Completion of Work Date:

Bidder Company Name:

Bidder Mailing Address:

Bidder Contact Name:

Bidder Contact Phone Number:

Bidder Contact Email Address:

Bidder Workers Compensation Number:

Equipment To Be Used:

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PART C – LOAD AND HAUL PER MILE

Project Number: _____

Loading (price/cu yard)	
Hauling (price/cu yard)	
Mile #1	
Mile #2	
Mile #3	
Mile #4	
Mile #5	
Mile #6	
Mile #7	
Mile #8	
Mile #9	
Mile #10	
Mile #11	
Mile #12	
Mile #13	
Mile #14	
Mile #15	
Mile #16	
Mile #17	
Mile #18	
Mile #19	
Mile #20	