



The Rural Municipality of Oakview

Is accepting tenders for the removal and replacement of the north side of the roof of the Rapid City & Area Community Complex (arena) and replacement.

Sealed tenders clearly marked with
“REMOVAL AND REPLACEMENT”
will be received until **Monday, June 13th, 2022 at 4:30 p.m.**

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

204-868-5075

Email: cao@rmfoakview.ca

The Rural Municipality of Oakview

Request for Tender

The R. M. of Oakview invites tenders for the removal and replacement of the north side of the roof and eaves trough of the Rapid City & Area Community Complex (arena) located at 645 4th Avenue in Rapid City, MB. The arena is a laminated arch rib structure on a concrete beam.

Companies submitting a Tender must be experienced and qualified in construction and roof repair.

A penalty of \$1,000.00 per day may be charged if projects are not completed by set date.

Scope and Schedule of Work

The North side of the roof and eaves troughing are to be removed and replaced. Work will include site clean up and material must be disposed of off site through a waste collection company following environmental rules and regulations.

No further testing or environmental abatement has been undertaken at this site. The contractor will be required to remove hazardous materials, if any, and dispose of them in an environmentally acceptable manner. The contractor shall provide evidence of the means of disposal prior to proceeding with replacement.

The building permit will be obtained by the RM of Oakview but the Contractor will furnish all other permits, labor, materials, equipment, apparatus, tools, transportation and services necessary for, and incidental to, the proper installation and completion.

All work done must be compliant with the current Manitoba Building Code, Manitoba Fire Code, Manitoba Green Buildings Policy and all other applicable regulatory standards (Health, Environment, Natural Resources, etc.). Tools, equipment, surplus materials, and debris resulting from the work will be organized and cleaned up, or removed and disposed of by the contractor, daily.

Information is summarized below for scope and known considerations.

Rapid City & Area Community Complex located at:
645 4th Avenue, Rapid City MB.

- a) Remove all existing roofing materials from the north side of the arena roof
- b) Repair plywood, where required
- c) Strap roof with 2 x 4's at 24" o/c
- d) Supply and install a synthetic waterproof underlayment (minimum 15 lb felt) prior to installing the metal
- e) Ensure that all decking is securely fastened and proper materials designed for the metal roof application which includes roof vents and plumbing flashings
- f) Supply and install colored metal 29-gauge roofing (color to match south side)
- g) Supply and install all flashings required (base, cap, gable, etc.)

- h) Replace eavestrough on various areas around building with a larger commercial grade eavestrough and open face downspouts. Work to include downspout extensions and concrete splash pads, installed with an adequate three percent slope to direct water away for the building for a minimum of six feet.
- i) Replace all fascia by supplying and installing new 2 x 8 treated fascia boards which will permit a larger trough to be installed
- j) Supply and install new metal fascia
- k) Supply and install new vented metal soffit
- l) Supply and install all new trims (roof channel)
- m) Supply and install new roof vents and gable vent, etc.
- n) All metal roofing on the arena portion of the building to have an adequate ice stop installed to prevent ice and snow from damaging the trough and adjacent property
- o) Organize the removal of old material through a waste disposal company

Scope of Work

Schedule

The proposed schedule is as follows:

- Tender Closes- June 13th, 2022 at 4:30 p.m.
- Tenders Awarded- June 15th, 2022
- Completion Date- October 31st, 2022

If the Bidder is not able to complete the work within this time frame or is able to complete the work within a shorter time frame, the Bidder should specify in the tender, the start and end date of its proposed delivery schedule.

TENDER CLOSING

Sealed tenders must be received by 4:30 p.m. on Monday, June 13th, 2022 at one of the following addresses:

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

OR

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

The time the bids 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, Bidding 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 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 prices quoted shall bear a proper relationship to the value of work done or materials supplied; and
- (ii) A penalty of \$1,000.00 per day may be charged if full scope of work 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

MANDATORY CRITERIA

Received by Closing Date

Part 1 – Signed Tender Agreement Received

Part 2 – Schedule of Prices

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 the Municipalities 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.

11.0 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.

12.0 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.

13.0 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.

14.0 Prices

The bid price will represent the entire cost before GST to the RM of Oakview. 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 demolition and clean up, hauling and disposal of all material 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 but shall not include GST. GST shall be listed as separate items.

15.0 Supply Contract

The Contract for removal and replacement, 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 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:

1. Tender Agreement
2. Schedule of Prices and Delivery Schedule

TENDER AGREEMENT

The Agreement made on the day of in the year Two Thousand and Twenty Two 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 Roof Removal and Replacement of 645 4th Avenue (Plan A - Roll # 410900) in Rapid City, MB.
- b) Do and fulfil everything indicated by this Agreement; and
- c) Complete the contract no later than **October 31st, 2022**.

Article A-2

The Total Tender Price for Removal and Replacement is Dollars and Cents, (\$), annually 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

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.

Article A-5

The R. M. of Oakview will not consider compensation submissions for damage to equipment caused while completing the scope of work.

Article A-5

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-6

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

TENDER AGREEMENT
(CONTINUED)

The Contractor at:

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Article A-6

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 PRICE

R. M OF OAKVIEW ROOF AND EAVES TROUGH (NORTH SIDE) REMOVAL AND REPLACEMENT – 645 4th AVENUE IN RAPID CITY

Description	Tender Amount
Roof and eaves troughing removal and replacement of the north side and clean up of property including removal of all material as per the tender document.	\$

****Tender amount excluding GST***

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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