



The Rural Municipality of Oakview
is accepting tenders for Stockpile Hauling.

Sealed tenders clearly marked with
“Stockpile Hauling”
will be received until Thursday, May 22nd , 2025 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 the 2025 stockpile hauling contract for the loading and hauling of gravel to be placed in Ward 3 in the R. M. of Oakview.

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

The project consists of loading and hauling approximately 10,000 cubic yards to the Stockpile in Ward 3 in the R.M. of Oakview for 2025. Hauling is to be completed annually, in the winter months.

The contractor is responsible for clearing the site of snow, if required, in order to place material.

Scope and Schedule of Work

Scope of Work

The scope of work includes loading, hauling, and stockpiling approximately 10,000 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 2025.

Gravel will be loaded and hauled during the period November 1st to December 15th; from the following pit location;

1) Pit located in the SE ¼ 31-17-21 WPM (R. M. of Yellowhead)

Schedule

The proposed schedule is as follows:

-Award Contract:	May 27 th , 2025
-Annual Completion Dates for Project:	December 15 th , 2025

Completion dates may only be extended by resolution of Council.

Pricing

Prices to be given for the loading, hauling and stockpiling of 10,000 cubic yards, total cost.

TENDER CLOSING

Sealed tenders must be received by 12:00pm on Thursday, May 22nd, 2025 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 one (1) printed and signed copy 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 quantity 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) 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. 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;

(iv) The prices quoted shall bear a proper relationship to the value of work done or materials supplied;

(v) Successful contractor must ensure that the provisions of The Highway Traffic Act is adhered to at all times; and

(vi) A penalty of \$500.00 per day will be charged if gravel hauling is not completed prior to completion date 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 and stockpiling based on the quantities in the Schedule of Prices.

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

- (i) The costs of all labour and equipment required for gravel 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.

15.0 Hold Harmless

The Contractor shall indemnify, defend, and hold harmless the Municipality, its Council, employees, agents, and representatives from and against any and all claims, demands, losses, damages, liabilities, costs, expenses (including reasonable legal fees), actions, or causes of action arising out of or related to the performance of this Agreement.

This indemnification obligation shall survive the termination or expiration of this Agreement. However, the Contractor shall not be responsible for claims or damages resulting solely from the gross negligence or willful misconduct of the Municipality, its employees, or agents.

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 Price and Delivery Schedule

TENDER AGREEMENT

The Agreement made on the day of in the year
Two Thousand and Twenty Five 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 Stockpile Hauling for 2025.
- b) Do and fulfil everything indicated by this Agreement; and
- c) Complete gravel loading, hauling, and placing gravel at stockpile location no later than December 15, 2025.

Article A-2

The Tender Price for Gravel loading and hauling per cubic yard 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 per project will be deducted from final payment 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.

Signature _____ Signature _____

PART B – SCHEDULE OF PRICES AND DELIVERY SCHEDULE

RURAL MUNICIPALITY OF OAKVIEW STOCKPILE HAULING

Project No.	Description	Unit	Quantity	Price per Cubic Yard
	Load, haul and stockpile gravel on road allowance SE 35-15-22 W	Cubic Yard	10,000	\$
SUB TOTAL				\$
GST				\$
TOTAL				\$

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

Year	Make & Model	Tare

Completion of Work Date: December 15, 2025.

Bidder Company Name:

Bidder Mailing Address:

Bidder Contact Name:

Bidder Contact Phone Number:

Bidder Contact Email Address:

Bidder Workers Compensation Number: