

Rural Municipality of Oakview



Is accepting “Paving in Oak River” Sealed Tenders

DEADLINE FOR TENDERS – Friday, June 4th, 2021 AT 12:00 pm.

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

General inquiries should be directed to:
Brad Kingdon, Manager of Public Works
204-868-5075
Email: publicworks@rmofOakview.ca

Request for Tenders

The Rural Municipality of Oakview

Is accepting quotes for the supply and placement of bituminous pavement on certain streets in Oak River **pending government funding approval**. Separate quotes for asphalt and gravel placement and compaction for each street are to be given as per each project number as outlined below. All throats of intersecting roadways are to be paved. Contractor will be responsible for all utility clearances and be responsible to supply all signage.

Contractor must work in conjunction with the public works department to ensure that man hole risers and watermain shut-offs are at correct levels. Man-hole risers will be supplied by the municipality. Quotes must include one year warranty for surface defects.

SCOPE AND SCHEDULE

Project 1 - FORREST STREET - Highway #24 to North Railway Street

Project 1 - OPTION # 1

WORK INCLUDED: *Asphalt Area –*

610' x 24', 1 Flare 37' x 36' x ½ and 1 Flare 30' x 27' x ½

WORK INCLUDED:

- Sweep area of loose debris
- Supply and place tack oil
- Supply and place 3" asphalt overlay on top of old Chip Seal
- Place traffic gravel on 2' shoulder of asphalt edge and compact (Price separate from paving quote)
- R.M. of Oakview will supply a stockpile of traffic gravel in a designated area for shoulders only

Project 2 - NORTH RAILWAY STREET – Forrest Street to Delap Street

WORK INCLUDED: *Asphalt Area - 290' x 24'*

- Excavate and remove 3' of waste
- Haul waste to waste management site located on NW 1-14-22W
- Supply and place geotextile matting
- Supply and place 2' of pit run gravel
- Shape and compact
- Supply and place 9" of "A" base gravel
- Perform required shaping and compaction of the sub-base to grade
- Supply and place 3" of asphalt (approximately 120 Tonnes)
- Place gravel on 2' shoulder of asphalt edge and compact (Price separate from paving quote)
- R.M. of Oakview will supply a stockpile of traffic gravel in a designated area for shoulders only

Project 3 – Part A - LIMIT STREET – Cochrane Street to Miller Street

WORK INCLUDED: *Areas*

Areas – Tie in to Sidewalks – 21' x 6', 8' x 6' and 7' x 4'

Street Area – 240' x 24'; 2 Flares 19' x 17' x ½ and 32' x 32' x ½

- Reshape and compact gravel street
- Move excess to low spot to East end
- Shape and compact for drainage
- Supply and place 2" of asphalt (approximately 78 Tonnes)
- Place traffic gravel on 2' shoulder of asphalt edge and compact (Price separate from paving quote)
- R.M. of Oakview will supply a stockpile of traffic gravel in a designated area for shoulders only

Project 3 –Part B – LIMIT STREET – Forrest Street to Delap Street

WORK INCLUDED: *Areas*

Area – 460' x 24'; 2 Flares 26' x 26' x ½; 20' x 20' x ½ and 2 Flares 16' x 12' x ½

- Sweep area of loose debris
- Supply and place tack oil
- Supply and place 2" asphalt overlay on top of old Chip Seal (approximately 140 Tonnes)
- Place traffic gravel on 2' shoulder of asphalt edge and compact (Price separate from paving quote)
- R.M. of Oakview will supply a stockpile of traffic gravel in a designated area for shoulders only

Project 3 – Part C – LIMIT STREET – Forrest Street going West

WORK INCLUDED: *Areas*

Area – 180' x 16' and 2 Flares 14' x 15' x ½ each

- Widen area to 16' wide
- Remove excess material
- Shape and compact sub-grade
- Supply and place 6" of "A" base gravel
- Shape and compact
- Supply and place 2" asphalt (40 Tonnes)
- Place traffic gravel on 2' shoulder of asphalt edge and compact (Price separate from paving quote)
- R.M. of Oakview will supply a stockpile of traffic gravel in a designated area for shoulders only

Project 4 – MCKINNET STREET – Cochrane Street to Delap Street

WORK INCLUDED – *Asphalt Area*

455' x 24'; 2 Flares 14' x 17' x ½ and 10' x 10' x ½

- Sweep area of loose debris
- Supply and place tack oil
- Supply and place 2" asphalt overlay on top of old Chip Seal (130 tonnes)
- Place traffic gravel on 2' shoulder of asphalt edge and compact (Price separate from paving quote)
- R.M. of Oakview will supply a stockpile of traffic gravel in a designated area for shoulders only

Project 5 - HEDLEY STREET – PTH # 24 south

WORK INCLUDED – *Asphalt Area*

830' x 24' and 2 Flares 25' x 20' x ½ each

- Reshape and compact existing gravel base
- Supply and place up to 4" "A" base gravel
- Shape and compact for drainage
- Supply and place 3" asphalt (approximately 350 Tonnes)
- Place traffic gravel on 2' shoulder of asphalt edge and compact (Price separate from paving quote)
- R.M. of Oakview will supply a stockpile of traffic gravel in a designated area for shoulders only

SCHEDULE

A map indicating the proposed sites in Oak River is attached. The proposed schedule is as follows:

- Tenders to be in by: Friday, June 4th at 12 noon
- Award of Contract: Tuesday, June 8th, 2021(pending government funding)
- Completion Dates for Project: Tuesday, August 31st, 2021

A penalty of \$1,000.00 per day may be charged if the work is not done by the indicated deadline. 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 Bid, the start and end date of its proposed delivery schedule.

TENDER CLOSING

Sealed tenders must be received by **12:00 p.m. on FRIDAY, JUNE 4th, 2021** 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.

BIDDING 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 number, Tender title, Bidder's name and Bidder's address. Faxed or emailed 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;
- (iv) The prices quoted shall bear a proper relationship to the value of work done or materials supplied; and
- (v) A penalty of \$1,000.00 per day may be charged if the project 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.

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 municipal 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 for the project and will outline amounts of material to be used. 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 the project as well as where the material will be obtained, 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 the individual projects described in the tender documents but shall not include GST. GST shall be listed as separate items.

14.0 Supply Contract

The Contract for culvert replacement and road repairs/reconstruction projects, 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 pavement project. 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 One 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 Project the Oak River Paving Project.
- b) Do and fulfil everything indicated by this Agreement; and

Article A-2

The Total Tender Price for the Paving Project 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 municipal 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

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

The Contractor at:

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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.

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Signature _____ Signature _____

Name & Title	Witness Name
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Signature _____ Signature _____

PART B – SCHEDULE OF PRICES AND DELIVERY SCHEDULE

Project ID	Project Description	Tender Amount
Project 1	FORREST STREET - PTH #24 to North Railway Street-Paving	
	Forrest Street – Placing gravel on 2' shoulder	
Project 2	NORTH RAILWAY STREET – Forrest Street to Delap Street-Paving	
	North Railway Street - Placing gravel on 2' shoulder	
Project 3- Part A	LIMIT STREET – Cochrane Street to Miller Street	
	Limit Street - Placing gravel on 2' shoulder	
Project 3- Part B	LIMIT STREET – Forrest Street to Delap Street	
	Limit Street - Placing gravel on 2' shoulder	
Project 3- Part C	LIMIT STREET – Forrest Street going West	
	Limit Street - Placing gravel on 2' shoulder	
Project 4	MCKINNET STREET – Cochrane Street to Delap Street	
	McKinnet Street - Placing gravel on 2' shoulder	
Project 5	HEDLEY STREET – PTH # 24 south	
	Hedley Street - Placing gravel on 2' shoulder	

**Tender Amount Excludes 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:

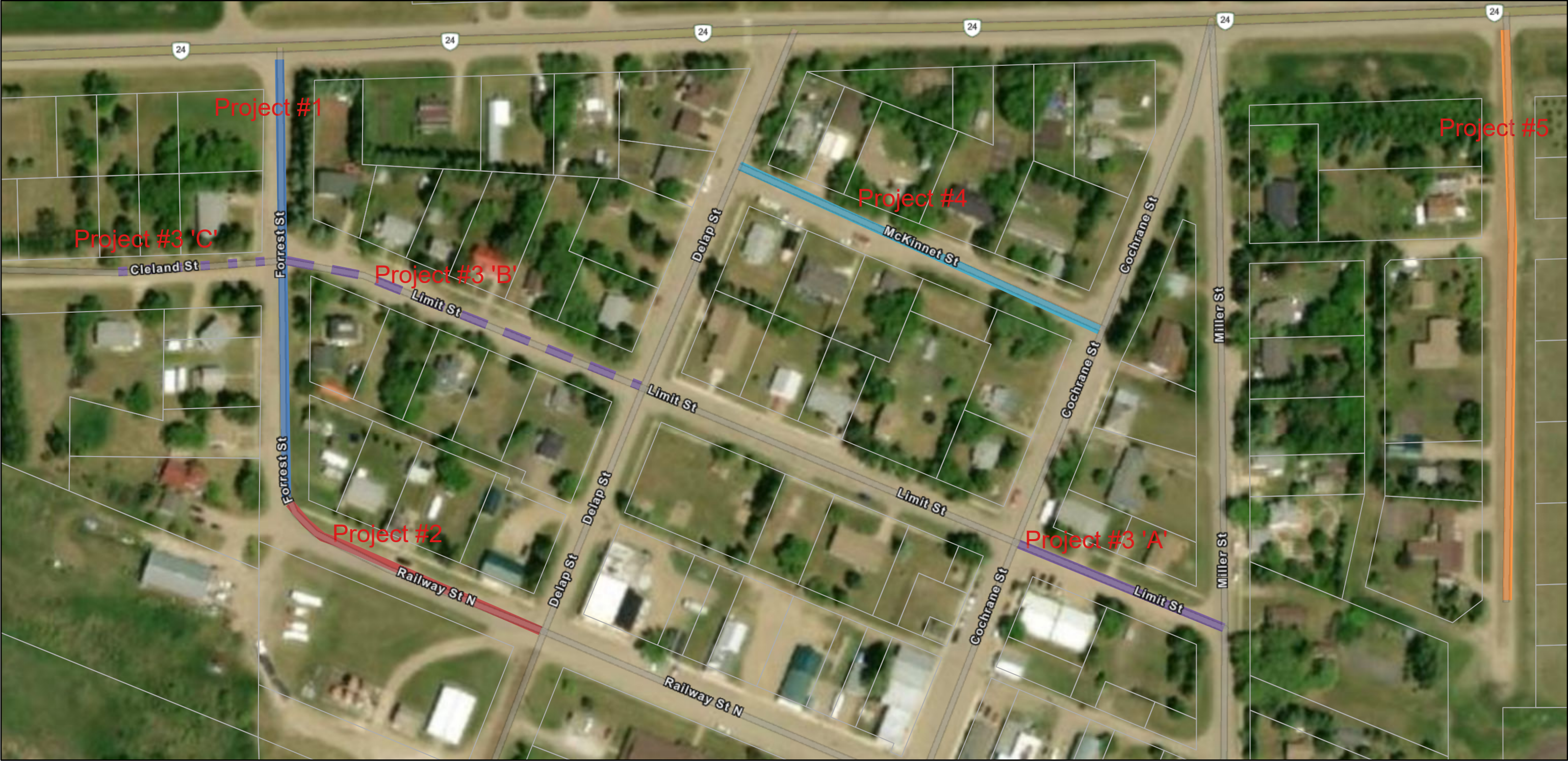
Bidder Contact Phone Number:

Bidder Contact Email Address:

Equipment to be used:

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Oak River Paving Project 2021



May 20, 2021

- Lines
- | | | | | | |
|--|------------|--|------------|--|---------------------------------|
| | Override 1 | | Override 4 | | Override 7 |
| | Override 2 | | Override 5 | | Property Assessment Information |
| | Override 3 | | Override 6 | | Manitoba Boundary |

