

## **Rural Municipality of Oakview**



Is accepting Culvert Replacement and Road Reconstruction/Repair  
Sealed Tenders, clearly marked, for 2021

**AMENDMENT #2 – June 2<sup>nd</sup>, 2021**

**AMENDMENT #1 – May 27<sup>th</sup>, 2021**

***DEADLINE FOR QUOTES – Friday, June 4<sup>th</sup>, 2021 AT 12:00 pm.***

### **Rural Municipality of Oakview**

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

Or

### **Rural Municipality of Oakview's Satellite Office**

435 3<sup>rd</sup> 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](mailto:publicworks@rmofoakview.ca)

## Request for Tenders

### The Rural Municipality of Oakview

Amendment #2 – June 2<sup>nd</sup>, 2021 (Changes are in blue)

Amendment #1 – May 27<sup>th</sup>, 2021 (Changes are in red)

### SCOPE AND SCHEDULE OF WORK

#### **PROJECT 1 - Road 88N between Road 124W and 125W (Marney Road)**

Successful contractor will work in conjunction with the R. M. of Oakview's Public Works Manager in completing the final grade on approximately 1600 meters of Road 88N.

Successful contractor will:

- ☐ Be responsible for stripping top soil from the borrow pit; replacing top soil after concluding all parts of Project; and for grooming surface suitable for landowner use (ie, remove stones, sticks, roots, etc.).
- ☐ Install 1600 meters of geotextile in the road (supplied and delivered to the site by the municipality)
- ☐ Load, haul, and place sufficient clay from the clay borrow pit located on the municipal road allowance 124W north of road 88 and pack clay on the area, as required. A minimum of 24 inches of clay must be placed on top of the geotextile. Road top should be consistent with existing road top. Finished grade slope is to be 4:1. Sufficient notification should be given to the municipality when the project is finished so that the municipality can ensure that traffic gravel is placed in a timely manner on the road top.
- ☐ Remove and dispose of any large stones
- ☐ Supply all necessary signage.
- ☐ Be responsible to locate all utilities in the area so no damage is incurred.

**PROJECT 2 – Separate pricing should be given for each part of this project and all or parts of this project will be awarded to only one contractor.**

#### **PART A - Road 81N starting at Road 118W going East**

Successful contractor will work in conjunction with the R. M. of Oakview's public works manager in completing the final grade on approximately 400 meters on Road 81N.

Successful contractor will:

- ☐ Be responsible for stripping top soil from the borrow pit; replacing top soil after concluding all parts of Project; and for grooming surface suitable for landowner use (ie, remove stones, sticks, roots, etc.).
- ☐ Remove and replace a 24" culvert in existing Road 81N. Pipe will be supplied and delivered to the site by the municipality.
- ☐ Install 450 m of geotextile in the road (supplied and delivered to the site by the municipality).
- ☐ Load, haul, and place sufficient clay from the clay borrow pit located on the private land on SW 21-14-20W and pack clay on the area, as required. A minimum of 24 inches of clay must be placed on top of the geotextile. Road top should be consistent with existing road top. Finished grade slope is to be 4:1. Sufficient notification should be given to the municipality when the project is finished so that the municipality can ensure that traffic gravel is placed in a timely manner on the road top.

- ☐ Keep track of yardage of clay used and indicate yardage when invoicing the project to the municipality upon completion.
- ☐ Remove and dispose of any large stones
- ☐ Remove and dispose of the existing culvert.
- ☐ Supply and place of all necessary signage.
- ☐ Be responsible to locate all utilities in the area so no damage is incurred.

## **PROJECT 2**

### **PART B - Road 81N between 117W and 118W**

Successful contractor will work in conjunction with the R. M. of Oakview's Public Works Manager in completing the final grade on approximately 200 meters on Road 81N. Successful contractor will:

- ☐ Load, haul, and place sufficient clay from the clay borrow pit located on the private land on SW 21-14-20W and pack clay on the area, as required. A minimum of 24 inches of clay must be placed on top of the geotextile. Road top should be consistent with existing road top. Finished grade slope is to be 4:1. Sufficient notification should be given to the municipality when the project is finished so that the municipality can ensure that traffic gravel is placed in a timely manner on the road top.
- ☐ Be responsible for stripping top soil from the borrow pit; replacing top soil after concluding all parts of project; and for grooming surface suitable for landowner use (ie, remove stones, sticks, roots, etc.).
- ☐ Keep track of yardage of clay used and indicate yardage when invoicing the project to the municipality upon completion.
- ☐ Remove and replace a 16" culvert in existing Road 81N. Pipes will be supplied and delivered to the site by the municipality.
- ☐ Install 200 meters of geotextile in the road (supplied and delivered to the site by the municipality).
- ☐ Remove and dispose of any large stones
- ☐ Remove and dispose of the existing culvert
- ☐ Supply and place all necessary signage.
- ☐ Is responsible to locate all utilities in the area so no damage is incurred.

## **PROJECT 2**

### **PART C – Road 81N east of 117W to Underhill Lane**

Successful contractor will work in conjunction with the R. M. of Oakview's public works Manager in completing the final grade on approximately [250](#) meters on Road 81N.

Successful contractor will:

- ☐ Load, haul, and place sufficient clay from the clay borrow pit located on the private land on SW 21-14-20W and pack clay on the area, as required. A minimum of 24 inches of clay must be placed on top of the geotextile. Road top should be consistent with existing road top. Finished grade slope is to be 4:1. Sufficient notification should be given to the municipality when the project is finished so that the municipality can ensure that traffic gravel is placed in a timely manner on the road top.

- ☐ Be responsible for stripping top soil from the borrow pit; replacing top soil after concluding all parts of Project; and contractor is responsible for grooming surface suitable for landowner use (ie, remove stones, sticks, roots, etc.).
- ☐ Keep track of yardage of clay used and indicate yardage when invoicing the project to the municipality upon completion
- ☐ Remove and replace **one** 16” culvert in the south approach. Pipes will be supplied and delivered to the site by the municipality.
- ☐ Install 200 m of geotextile in the road (supplied and delivered to the site by the municipality).
- ☐ Remove and dispose of all large stones
- ☐ Properly remove and dispose of the existing culverts
- ☐ Supply and place of all necessary signage.
- ☐ Locate all utilities in the area so no damage is incurred.

## **Project 2**

### **Part D – Road 118W south of Road 81N.**

Successful contractor will work in conjunction with the R. M. of Oakview’s public works manager in completing the final grading on approximately **200** meters of Road 118W.

Successful contractor will:

- ☐ Install an 18” culvert in the road as per Water Stewardship permit
- ☐ Load, haul, and place sufficient clay from the clay borrow pit located on the private land on SW 21-14-20W and pack clay on the area, as required. A minimum of 24 inches of clay must be placed on top of the geotextile. Road top should be consistent with existing road top. Finished grade slope is to be 4:1. Sufficient notification should be given to the municipality when the project is finished so that the municipality can ensure that traffic gravel is placed in a timely manner on the road top.
- ☐ Be responsible for stripping top soil from the borrow pit; replacing top soil after concluding all parts of Project; and for grooming surface suitable for landowner use (ie, remove stones, sticks, roots, etc.).
- ☐ Keep track of yardage of clay used and indicate yardage when invoicing the project to the municipality upon completion
- ☐ Install geotextile in the road (supplied and delivered to the site by the municipality)
- ☐ Remove and dispose of any large stones
- ☐ Supply all necessary signage.
- ☐ Locate all utilities in the area so no damage is incurred.

## **SCHEDULE**

**A site meeting will be held on FRIDAY, May 28th, 2021 at 9:00 a.m. to review the projects.** If you are interested in submitting a proposal, please meet at the intersection of 88N and 125W in the R. M. of Oakview and the exact work to be done will be reviewed at the various locations by the Public Works Manager. A map of the sites in Oakview is attached. **Sealed written tenders will be received by the undersigned at the Oakview municipal office by 12 noon on Friday, June 4th, 2021. Please indicate clearly what project is being quoted and whether COR or SeCor certified. Lowest or any tender not necessarily accepted. Preference may be given to contractors who attended the site meeting. Please indicate the anticipated date when work would be completed if the tender is awarded.**

**A penalty of \$1,000.00 per day may be charged if the work is not done by the indicated deadline of each tender.**

The proposed schedule is as follows:

- |                                  |   |
|----------------------------------|---|
| -Site meeting:                   | Friday, May 28th, 2021                            |
| -Tenders to be in by:            | Friday, June 4th at 12 noon                       |
| - Award of Contract:             | Tuesday, June 8 <sup>th</sup> , 2021              |
| - Completion Dates for Projects: | Project 1- July 16 <sup>th</sup> 2021             |
|                                  | Project 2-Part A – July 16 <sup>th</sup> , 2021   |
|                                  | Project 2 – Part B – July 23 <sup>rd</sup> , 2021 |
|                                  | Project 2 – Part C – July 30 <sup>th</sup> , 2021 |
|                                  | Project 2 – Part D - July 30 <sup>th</sup> , 2021 |

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	OR	Rural Municipality Satellite Office
10 Cochrane Street		435 3rd Avenue
PO Box 179		PO Box 130
Oak River, MB		Rapid City, MB
R0K 1T0		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 road reconstruction 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 culvert replacement and road repairs/reconstruction projects. 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

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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 . . . . .
- b) Do and fulfil everything indicated by this Agreement; and

Article A-2

The Total Tender Price for 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:

. . . . .  
. . . . .  
. . . . .

## Article A-6

RM

**Contractor**

**PART B – SCHEDULE OF PRICES AND DELIVERY SCHEDULE**

Project ID	Project Description	Tender Amount
<b>Project 1</b>	Complete the final grade on approximately 1600 meters of Road 88N.	
<b>Project 2-Part A</b>	Remove and replace 24" culvert and complete the final grade on approximately 400 meters on Road 81N.	
<b>Project 2- Part B</b>	Remove and replace 16" culvert and complete the final grade on approximately 200 meters on Road 81N	
<b>Project 2 – Part C</b>	Remove and replace two 16" culverts and complete the final grade on approximately 250 meters of Road 81N.	
<b>Project 2 – Part D</b>	Install an 18" culvert and complete final grading on approximately 200 meters of Road 118W.	

*\*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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