



The Rural Municipality of Oakview

Is accepting tenders for Gravel Crushing and Stockpiling.

Sealed tenders clearly marked with
“GRAVEL CRUSHING AND STOCKPILING”
will be received until **Tuesday, March 19th, 2024 at 12:00 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

431-541-8168

Email: publicworks@rmfoakview.ca

The Rural Municipality of Oakview Request for Tender

The R. M. of Oakview invites tenders for 2024 crushing contract of approximately 47,000 yards annually of 100% passing 1 inch traffic gravel for Oakview municipal roads. Material is to be crushed and stockpiled annually as per the following and as shown on the map below;

Tenders for the individual project locations below or tenders for all three projects inclusively will be accepted.

A penalty of \$500.00 per day may be charged if projects are not completed by set dates.

Project 1

20,000 cubic yards at the Bayes Pit located at SW 02-14-19W to be done before June 15th. A minimum of 6" and down rock is required to be crushed at this pit.

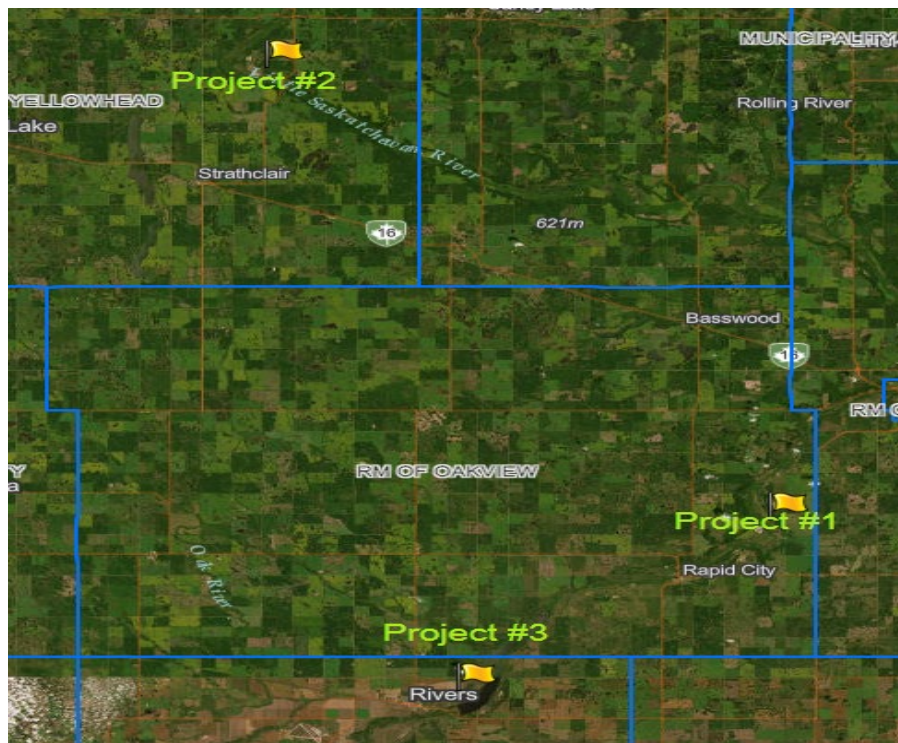
Project 2

15,000 cubic yards at the McIntyre Pit at SE 31-17-21W in the RM of Yellowhead, before June 30th. A minimum of 6" and down rock is required to be crushed at this pit.

Project 3

12,000 cubic yards at the Providence Farms (Krahn) Pit at SW 30-12-20W in Riverdale Municipality to be done before July 15th. A quote to crush a minimum of 12" and down is requested for the Providence Farms Pit.

**Preference may be given to the contractor who can crush rock 12" and down at this pit as there are larger rocks in this pit.*



Scope and Schedule of Work

Scope of Work

Project 1) The scope of work for crushing at the Bayes Pit generally consists of but is not limited to:

- Contractor will supply the municipality with before and after lidar/photogrammetry image of the stockpile area and a copy of the roller scale reports to verify the quantity crushed.
- Crushing 20,000 cubic yards of 6" and down rock into 100% passing 1 inch traffic gravel.
- Stockpiling the crushed gravel using the conveyors.

Project 2) The scope of work for crushing at the McIntyre Pit generally consists of but is not limited to:

- Contractor will supply the municipality with before and after lidar/photogrammetry images of the stockpile area and a copy of the roller scale reports to verify the quantity crushed.
- Crushing 15,000 cubic yards of minimum 6" and down rock into 100% passing 1 inch traffic gravel.
- Stockpiling the crushed gravel using the conveyors.

Project 3) The scope of work for crushing at the Providence Farms Pit generally consists of but is not limited to:

- Contractor will supply the municipality with before and after lidar/photogrammetry images of the stockpile area and roller scale reports to verify the quantity crushed.
- Crushing 12,000 cubic yards of 12" and down rock into 100% passing 1 inch traffic gravel.
- Stockpiling the crushed gravel using the conveyors.

Schedule

The proposed schedule is as follows:

- Award Contract: March 19th, 2024
- Annual Completion Dates for Projects: Project 1- June 15th, 2024
Project 2- June 30th, 2024
Project 3- July 15th, 2024

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.

A penalty of \$500.00 per day may be charged if gravel crushing is not completed prior to completion dates indicated above.

TENDER CLOSING

Sealed tenders must be received by 12:00 pm 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

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 (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) Annual payment for work under this Contract will be made on the basis of quantities measured by the Contractor providing the municipality with before and after lidar or photogrammetry images as the quantity report of the stockpile area to verify the quantity crushed. 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; and
- (v) A penalty of \$500.00 per day may be charged if gravel crushing is not completed prior to completion dates indicated above.
- (vi) All municipal and provincial regulations are to be adhered to by the approved contractor.

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, not sealed, 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 crushing 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, equipment, mileage/travel 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 crushing and stockpiling but shall not include GST. GST shall be listed as a separate item.

14.0 Supply Contract

The Contract for gravel crushing and stockpiling, 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 crushing and stockpiling. 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 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 Crushing and Stockpiling for a period of one year being 2024
- b) Do and fulfil everything indicated by this Agreement; and
- c) Complete gravel crushing and stockpiling no later than;
 - Project 1) June 15th, 2024
 - Project 2) June 30th, 2024
 - Project 3) July 15th, 2024

Article A-2

The Total Tender Price for Gravel Crushing and Stockpiling is Dollars
and Cents, (\$), 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, once terms of the contract
are satisfied.

TENDER AGREEMENT
(CONTINUED)

Article A-5

The R. M. of Oakview will not consider compensation submissions for damage to equipment caused by debris found in the mined material.

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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PART B – SCHEDULE OF PRICES AND DELIVERY SCHEDULE

RURAL MUNICIPALITY OF OAKVIEW GRAVEL CRUSHING AND STOCKPILING

Item No.	Description	Unit	Quantity	Unit Price	Amount Per Individual	Amount if Awarded all Projects
1.	Crush and Stockpile- Bayes Pit	Cubic Yard	20,000	\$	\$	\$
2.	Crush and Stockpile- McIntyre Pit	Cubic Yard	15,000	\$	\$	\$
3.	Crush and Stockpile- Providence Farms Pit (Krahn)	Cubic Yard	12,000	\$	\$	\$
SUB-TOTAL TENDER PRICE					\$	\$
GST					\$	\$
TOTAL TENDER PRICE					\$	\$

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:

Maximum size of rock you are capable of processing:

Equipment To Be Used:

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