

## **Rural Municipality of Oakview**



Is accepting Culvert Replacement and Road  
Reconstruction/Repair Sealed Tenders, clearly marked, for 2026

***DEADLINE FOR QUOTES – Thursday, July 2, 2026 @ 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

431-541-8168

Email: [publicworks@rmfoakview.ca](mailto:publicworks@rmfoakview.ca)

Request for Tenders  
The Rural Municipality of Oakview

**SCOPE AND SCHEDULE OF WORK**

**PROJECT 3 - CULVERT REPLACEMENT – LOW LEVEL CROSSING PROJECT –  
Thrail Mile - Road 81N between Road 126W & 127W.**

Successful contractor will work in conjunction with the R. M. of Oakview's Public Works Manager in replacing culverts at one location;

- Remove and replace two 900mm x 13M culverts in existing Road 81N. Culvert and couplings will be supplied and delivered to site by the municipality.
- Install one 900mm x 13 M culvert in Road 81N. Culvert and couplings will be supplied and delivered to site by the municipality.
- Supply and place sufficient culvert gravel, as required.
- Rebuild the low level crossing, smooth the top and top up the crossing as required
- The coupling of culverts is required to be wrapped in geotechnical matting prior to install and backfill, which will be provided by the contractor.
- Remove and dispose of any large stones
- Supply all necessary signage.
- Locate all utilities in the area so no damage is incurred.
- Contractor to dispose of used culverts.

**SCHEDULE**

**A site meeting will be held on Monday, June 29<sup>th</sup>, 2026 at 10:00 a.m. to review the projects.** If you are interested in submitting a proposal, please meet at the intersection of 81N and 126W 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 site in Oakview is attached. **Sealed written tenders will be received by the undersigned at the Oakview municipal office by 12:00 pm (noon) on Thursday, July 2<sup>nd</sup>, 2026. 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 will be completed if the tender is awarded.**

**A penalty of \$500.00 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:                   | Monday, June 29 <sup>th</sup> , 2026          |
| -Tenders to be in by:            | 12 noon Thursday, July 2 <sup>nd</sup> , 2026 |
| - Award of Contract:             | Monday, July 6 <sup>th</sup> , 2026           |
| - Completion Dates for Projects: | Friday, August 14 <sup>th</sup> , 2026        |

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 noon on THURSDAY, JULY 2<sup>ND</sup>, 2026** 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 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 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 \$500.00 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.

**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:

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 . . . . .
- 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

A penalty of \$500.00 per day per project will be charged and deducted from the final payment if the project is not completed prior to the completion date indicated above.

### 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

Tender Agreement Continued...

The Contractor at:

.....  
.....

Article A-8

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.

Article A-9

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 PRICES AND DELIVERY SCHEDULE**

Project ID	Project Description	Tender Amount
<b>Project</b>	Thrail Mile Low Level Crossing Culvert Replacement	

*\*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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Scale 1: 8,571



100 yd   
 100 m 

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RM of Oakview

**RM of Oakview**

Date Created: 6/15/2026

50.196577, -100.363831

Rd 81N Btwn 126W+127W.