



REQUEST FOR TENDERS

RFT-2025-12

RFT FOR THE WOOD DUCK BOAT LAUNCH DREDGING PROJECT

Tenders shall be submitted to:

Riley Dueck, Public Works Project Manager
The Rural Municipality of Lac Du Bonnet
Email: cet@lacdubonnet.com

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1 PROJECT DESCRIPTION

1.1 BACKGROUND

The Wood Duck Boat Launch Dredging Project aims to restore safe navigational depth within the existing boat launch area and expand dredging to the north to accommodate future private dock installations for local cottage associations. The launch has experienced recurring sediment accumulation, limiting boat access and safe maneuverability.

A full dredging of the boat launch was last completed in summer 2011, during which the lake bottom was re-established to a depth of 1 meter. In June 2015, the launch underwent structural improvements involving removal of deteriorated concrete pads and installation of new precast pads.

Over time, sedimentation has again reduced the functional depth of the launch. Measurements taken during winter 2024/25 indicate lake-bottom depths ranging from 1.8 ft to 3.35 ft, underscoring the need for renewed dredging to restore functionality and support planned expansion.

1.2 PROJECT SITE LOCATION

The Wood Duck Boat Launch is located at:

- Civic Address: 77 Wood Duck Bend, Lac Du Bonnet, MB
- Body of Water: Lee River
- Coordinates of Proposed Project Site: Lat 50°20'43.0116" N Long 95°50'35.592" W

1.3 PROJECT DESCRIPTION

The purpose of this Request for Tender (RFT) is to enable the RM of Lac du Bonnet to select a qualified contractor to complete dredging works at the Wood Duck Boat Launch. The project involves removal and disposal of accumulated sediment to restore safe and functional water depths at the public boat launch.

1.4 SCOPE OF WORK

Scope of services to be provided shall include the following key components:

- Existing sediment accumulation shall be removed or re-regraded to reestablish a minimum navigational depth of 6ft throughout the project area.
- The expansion of the north shoreline to create adequate footprint and clearances for future dock installations by private cottage associations.
- All riverbank and shoreline slopes shall be regraded to a uniform, stable standard slope (final slope ratio to be defined based on geotechnical recommendations); grading must intentionally allow for future dock construction and safe access to the water.
- Banks shall be armored with geotextile fabric and riprap; armoring shall be properly keyed in and/or benched to prevent sliding, scouring or displacement during varying water levels or ice movement.
- All construction work shall be completed during the Winter 2025/26 season, unless otherwise approved in writing by the RM.

* The RM will be responsible for removing any of their existing infrastructure within the project area, including but not limited to signage, fencing, garbage & recycling bins, docks, or other structures, prior to the commencement of construction activities.

2 GENERAL CONDITIONS

The Proponent, by submitting a bid, agrees that this bid and any part of this bid is subject to the following conditions, in addition to any other terms and conditions set out in this request for proposals document.

2.1 BID SUBMISSION

All bids must be complete, signed by an authorized official of the company, and shall be delivered to the RM in accordance with the instructions set out herein. Bids submitted after the Submission Closing Date will not be evaluated. **The Submission Closing Date is January 23rd, 2025 at 12:00 pm (noon CST)**. Emailed revisions to the original submission will be accepted until the Submission Closing Date.

The Bid shall consist of the following components:

- a) Company Profile and Industry Experience – General firm profile information, including years in business, average volume of work, number of employees, and other pertinent information for the Proponent.
- b) Personnel – Describe the project team organization, provide details of personnel qualifications, education, and experience of the team members.
- c) Management – Bids should include a methodology describing your team's project management approach and organization during the performance of services, so that the evaluation committee has a clear understanding of the methods the proponent and sub-consultants will use in the delivery of this project.
- d) Technical - The technical proposal should address the deliverables and associated task requirements required by the scope of services. It should clearly identify and explain work activities and identify all assumptions and interpretations. Bids should specifically demonstrate the proponent's practical understanding of the project, including but not limited to:
 1. Proposed dredging methodology – Proponents must describe their dredging approach, including:
 - i. Mechanical dredging methods to achieve specified design depths.
 - ii. Dewatering and sediment-handling processes.
 - iii. Measures to maintain turbidity control and prevent environmental impacts.
 2. Permits & Compliance – Proponents must demonstrate understanding of regulatory requirements and their approach to meeting them. Compliance with all applicable laws and regulatory bodies, including but not limited to:
 - i. Manitoba Hydro Shorelands
 - ii. Department of Fisheries and Oceans (DFO)
 - iii. Transport Canada – Navigation Protection Program (NPP)
 3. Environmental Protection Plan – Proponent shall outline strategies implementing best management practices to minimize environmental impact during the construction phase.
 4. Sediment management/disposal plan – Proponent shall provide detail outlining:
 - i. Methods for transport and disposal of dredged material

- ii. Identification of disposal facilities
- iii. Documentation procedures for disposal volumes and locations

5. Site Restoration – Proponent must provide a description on how they will:

- i. Clean up and demobilize the staging area.
- ii. Repair or restore all disturbed surfaces.
- iii. Ensure the site is returned to a safe and functional condition.

e) Project Schedule – Proponents shall provide a detailed mobilization and construction schedule, targeting a start date of **February 16th , 2026** and completion by **April 24th, 2026**. A Critical Path Method schedule, prepared in Microsoft Project or equivalent software, must include resource assignments, weekly durations, milestone dates, and all activities required to meet the scope of services.

Cost Proposal – Part B - Proponents shall include a cost proposal in a separate attachment labelled “Part B – Cost Proposal for Wood Duck Boat Launch Dredging”. The proposal shall include the base price and all applicable taxes (GST & PST) shown separately.

2.2 ADDRESS OF SUBMISSION

EACH PROPOSER IS REQUESTED SUMBIT BIDS VIA MERX.COM OR TO DELIVER THEIR PROPOSAL, ON OR BEFORE THE SUBMISSION CLOSING DATE TO:

Attention: Riley Dueck, Public Works Project Manager
The Rural Municipality of Lac Du Bonnet
Email: cet@lacdubonnet.com

2.3 BID PREPARATION/CONTRACT ADMINISTRATION/POST CONSTRUCTION

The Proponent shall be responsible for providing full project management, contract administration, and post-construction services necessary to successfully deliver the Wood Duck Boat Launch Dredging Project. Responsibilities include, but are not limited to, the following:

- **Comprehensive Project Management** - Provide ongoing coordination, scheduling, and oversight of all project activities through post-construction.

- **Contract Administration During Construction** - Provide construction oversight and coordination to ensure compliance with the contract, plans, and environmental requirements.
- **Communication and Stakeholder Coordination** – Provide ongoing communication, consultation and coordination with all affected stakeholders and public relations activities, where required.
- **Post-Construction Services** - Conduct final inspections and ensure all deficiencies are identified and addressed.

The Proponent is to provide non-resident Contract Administration Services and will ensure persons with demonstrated experiences are assigned to administer the project for the duration of the project, with personnel changes only upon approval of the Project Manager. Timely processing of progress payments and invoices will be forwarded to the Project Manager for preapproval.

The Consultant will prepare a certificate of substantial performance upon project completion and oversee deficiencies and/or outstanding warranty issues.

2.4 RIGHT TO CANCEL RFT AND TO ACCEPT BIDS

The RFT is solely a Request for Tenders. No contractual or other legal obligations or relations between the RM and any other person can or will be created except in a written contract executed by an authorized signatory of the RM under the authority of an express resolution of the RM Council.

In considering any responses delivered in response to this RFT, the RM (including through the RM's Representative) reserves the absolute and unfettered discretion to:

- accept or reject any Bid that fails to comply with the requirements set out in this RFT for the content of Bids.
- disqualify more than one bid from an individual, firm, partnership or association under the same or different names. Collusion between Proponents will be sufficient cause for rejection of all proposals so affected.
- assess Bids as it sees fit, without in any way being obliged to select any Bid or Proponent.
- assess and select Bids as it sees fit without being obliged in any way to select the Bid that offers the lowest price or cost;
- determine whether any Bid or Bids satisfactorily meet the selection criteria set out in this RFT;

- require clarification after the dates and times set out above from any one or more of the Proponents in respect of Bids submitted.
- communicate with, meet with or negotiate with any one or more of the Proponents respecting their Bids or any aspects of the Project.
- reject any or all Bids with or without cause, whether according to the selection criteria set out above or otherwise.

Each Proponent is solely responsible for the risk and cost of preparing and submitting its Bid in response to this RFT and neither the RM nor its officials, employees or consultants (including the RM's Representative) are liable for the cost of doing so or obliged to remunerate or reimburse any Proponent for that cost.

By submitting its Bid to the RM, each Proponent represents and warrants to the RM that the information in its Proposal is accurate and complete.

This RFT does not impose on the RM any duty of fairness or natural justice to any or all respondents with respect to this RFP or to the process it creates. The RM is entitled to act in its sole, absolute and unfettered discretion.

2.5 CHANGES TO THE REQUEST FOR TENDERS

Any changes or revisions to this RFT will be issued to all Proponents in writing as a formal addendum to the RFT.

Prior to the Submission Closing Date, the RM may modify any provision or part of the RFT at any time upon notice in writing to the Proponents, if a reasonable time is allowed by the RM for the Proponents to respond to such modifications including, without limitation, the opportunity to make any necessary changes to their respective Tenders.

Any bids that have been modified by the addition of clauses or qualifiers may not be accepted.

2.6 CLARIFICATION OF BIDS

The RM reserves the right to request that each Proponent clarify or make changes to its Bid. The RM may choose to meet with some or all the Proponents to discuss aspects of their Bids. The RM may require Proponents to submit supplementary documentation clarifying any matters contained in their Bids or the RM may prepare a written interpretation of any aspect of a Bid and seek the respective Proponents acknowledgement of that interpretation.

The supplementary documentation accepted by the RM and written interpretations which have been acknowledged by the relevant Proponents shall be considered to form part of the Proposals received from those Proponents.

The RM is not obliged to seek clarification from any Proponent regarding any aspect of their Bid.

2.7 INQUIRIES

All requests for clarification or inquiries concerning this RFT should be forwarded in writing by no later than one week prior to the Submission Closing Date. Enquiries to be sent to the RM's Representative:

RM of Lac du Bonnet
Riley Dueck, Public Works Project Manager
#4187 P.R. 317, PO Box 100
Lac du Bonnet, Manitoba R0E 1A0
Email: cet@lacdubonnet.com
Phone: (204) 345-2998 ext. 115

Responses to all requests for clarification will be provided in writing to the persons identified as the Proponents' representative.

Responses to all inquiries where the inquiry does not amount to a clarification will be provided by the RM in writing only to the Proponent making the inquiry. (e.g., inquiry as to whether proprietary technology proposed to be used by the Proponent is acceptable to the RM).

2.8 AMENDMENTS TO BIDS BEFORE SUBMISSION DATE

A Proponent is entitled to amend its Bid at any time before the Submission Closing Date.

2.9 WITHDRAWAL OF BID

The Proponent may withdraw their Bid at any time before the Submission Closing Date.

2.10 INCOMPLETE BIDS

The RM reserves the right to reject any Bid whether completed properly and whether or not it contains all the required information. Without prejudice to this right, the RM may request clarification where any Proponent's intent is unclear and may waive or request amendment where, in the opinion of the RM, there is a minor irregularity or omission in the information that is to be submitted in a Proposal.

2.11 MISLEADING OR FALSE INFORMATION

If the RM determines that a Bid contains false or misleading information, the RM is entitled to reject that Bid at any time as being invalid.

2.12 CONFIDENTIALITY OF BIDS

The RM is subject to the Freedom of Information and Protection of Privacy Act. That Act creates a right of access to records in the custody or under control of the RM, subject to the specific exceptions in that right set out in the Act. The RM will receive all Bids submitted in response to this RFP in confidence. Because of the right of access to information created by that Act, the RM does not guarantee that information contained in any Bids will remain confidential if a request for access in respect of any Bid is made under the Act.

Proponents are required to keep their Bids confidential and must not disclose their Bids or information contained in them, to anyone else without the prior written consent of the RM.

2.13 PROPRIETARY INFORMATION

If a Proponent considers that any part of its Bid is proprietary, including by reason of its being copyright, the Proposal must clearly identify those portions that are considered proprietary.

2.14 WAIVER AND ALLOCATION OF RISK

The RM accepts no responsibility or liability for the accuracy or completeness of this RFT (including schedules or appendices to it) or of any recorded or oral information communicated or made available for inspection by the RM (including through the RM's Representative or any other individual) and no representation or warranty, either express or implied, is made or given by the RM with respect to the accuracy or completeness of any of those things. The sole risk, responsibility and liability connected with reliance by any Proponent or any other person on this RFT or any other such information as is described in this paragraph is solely that of each Proponent. Each Proponent acknowledges and agrees that it is solely responsible for obtaining its own independent financial, legal, accounting, engineering and other advice with respect to the contents of this RFT or any such information as described in this paragraph. Each Proponent who submits a Bid to the RM is deemed to have released the RM from, and waived, any action, cause of action, claim, liability, demand, loss, damage, cost or expense, of every kind, in any way connected with or arising out of the contents of this RFT or any such information as is described in this paragraph. Each Proponent who submits a Bid is deemed to have agreed that it is solely responsible and liable to ensure that it has obtained and considered all information necessary to enable it to understand the requirements of this RFT, and of the project, and to prepare its Bid.

2.15 LOWEST PRICE

The Bid with the lowest quoted cost(s) or other quoted amounts will not necessarily be selected. While cost is an important element in the selection process, it is to be clearly understood that it is only one of the many factors that the RM will consider in evaluating Bids as described in a following section.

2.16 LEGISLATION, REGULATIONS, BY-LAWS AND CODES

Each Proponent and/or any Person acting under its direction, must identify and comply with all laws, regulations, by-laws, rules and codes relating to the project imposed by any governmental authority. This will include compliance with the regulatory and approval requirements of the Government of Canada, the Province of Manitoba and the RM of Lac du Bonnet.

2.17 PROPONENTS RESPONSIBILITY FOR DUE DILIGENCE

It is each Proponent's responsibility to ensure that it has all necessary information concerning the intent and requirements of this RFT and the Project.

Each Proponent is solely responsible for the examination and review of all documents and information provided or required hereunder, for satisfying itself as to the nature of the Project, the general and local conditions to be encountered in the implementation of the Project and all other matters which may in any way affect the project or the cost or time required to complete the Project.

2.18 NEGOTIATIONS WITH PREFERRED PROPOSER

The RM reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission. The RM may negotiate with the Proponents submitting, in the RM's opinion, the most advantageous Proposals. The RM may enter negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The RM shall incur no liability to any Proponent as a result of such negotiations.

If, in the course of negotiations pursuant to 2.18, the Proponent amends or modifies a Bid after the Submission Deadline, the RM may consider the amended Bid as an alternative to the Bid already submitted without releasing the Proponent from the Bid as originally submitted.

If the RM considers that it is unlikely to settle such agreements with the Preferred Proponent despite having negotiated with the Preferred Proponent for at least 10 days after selection of the Preferred Proponent, the RM is entitled to cease negotiations with the Preferred Proponent and to begin negotiations with another Proponent.

2.19 AWARD OF CONTRACT

Award of this Contract is subject to the approval of RM Council.

3 BIDDING PROCEDURES

3.1 SUBMISSION SCHEDULE

The following dates are a requirement to be met:

• RFT Issuance	December 22 nd , 2025
• RFT Close	January 23 rd , 2026
• Anticipated Award of Contract	February 11 th , 2026

3.2 ADDENDA

The RM's Representative may, at any time prior to the submission deadline, issue addenda correcting errors, discrepancies, or omissions in the Request for Tender, or clarifying the meaning or intent of any provision therein.

The RM's Representative will issue each addendum at least two (2) business days prior to the submission deadline or extend the submission deadline by two (2) business days.

The Proponent shall acknowledge receipt of each addendum within their proposal. Failure to acknowledge receipt of an addendum may render a proposal non-responsive.

3.3 QUALIFICATION

The Proponent shall:

- a) Undertake to be in good standing under the Corporations Act (Manitoba) or properly registered under the Business Names Registration Act (Manitoba) or otherwise property registered, licensed or permitted by law to carry on business in Manitoba, or, if the proponent does not carry on business in Manitoba, in the jurisdiction where the proponent does carry on business.
- b) Be financially capable of conducting the terms of the contract.
- c) Have all the necessary experience, capital, organization, and equipment to perform the services in strict accordance with the terms and provisions of the contract.
- d) Preferably have staff and office in Winnipeg (or closer in proximity to the RM of Lac du Bonnet) for the duration of the project.
- e) Senior project personnel as well as project engineers must be registered in Manitoba.

3.4 OPENING OF BIDS

Bids will be opened publicly at a council meeting and will be acknowledged and accepted by council resolution. Proposals will be evaluated in accordance with the evaluation criteria stated in this document.

3.5 EVALUATION OF BIDS

Bids will be evaluated by members of a selection committee, which will be comprised of staff and management from the RM of Lac du Bonnet's Public Works Department.

Bids will be evaluated in accordance with the following evaluation criteria:

Evaluation Criteria	Points
Part A	
Company Profile and Industry Experience	/5
Personnel – experience, education and past performance	/10
Personnel – project team organization	/5
Personnel – local experience	/5
Management	/10
Technical – project understanding	/20
Technical – services provided and approach	/20
Technical – organization	/20
Project Schedule	/5
Part B	
Cost – GST and PST to be shown separately	
TOTAL	100

3.6 AWARD OF CONTRACT

The RM of Lac du Bonnet will give notice of the award of contract or will give notice that no award will be made.

Where an award of contract is made by the RM of Lac Du Bonnet, the award shall be made to the responsible and successful Proponent submitting the most advantageous offer as determined by the evaluation committee.

If, after the award of contract, the project is cancelled, the RM reserves the right to terminate the contract. The successful Proponent will be paid for all services rendered up to time of termination.

3.7 INSURANCE

The successful Proponent shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

As a minimum, the successful Proponent shall, without limiting its obligations or liabilities under any other contract with the RM, procure and maintain, at its own expense and cost, the following insurance policies:

- A Comprehensive or commercial General Liability insurance including.
 - an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate.
 - all sums which the successful Proponent shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract.

Professional Errors and Omissions Liability Insurance including an amount not less than \$2,000,000, per claim and \$2,000,000 in the aggregate. The successful Proponent's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for a twenty four month extended reporting period after total performance.

The successful Proponent shall provide the Project Manager with a certificate(s) of insurance in a form at least two (2) Business Days prior to the commencement of any Services. The Proponent may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the RM.

3.8 SAFE WORK PLAN

The successful Proponent shall provide the Project Manager with a Safe Work Plan at least five (5) business days prior to the commencement of any Work on the Site. The Safe Work Plan should be prepared and submitted in an acceptable format/template as seen in Appendix 'C'.