

R.M. of Montrose No. 315  
Special Council Meeting  
Held at: 311 – 1<sup>st</sup> Avenue, Donavon, SK  
R.M. Council Chambers  
Thursday, October 21, 2022 8:00am

**Present:**

*Reeve:* Raymond French  
*Councilor Division 1:* Judy Curren  
*Councilor Division 2:* Robert Haugen  
*Councilor Division 3:* John Rodgers  
*Councilor Division 4:* Bernard Howe (via Telephone)  
*Councilor Division 5:* Casey Schumacher  
*Councilor Division 6:* Glen Kearnan  
*Acting Administrator:* DeAnne Robblee  
*Foreman:* Mark Baranieski

**Absent:** None

**Call To Order:**

314/22 *R. French* : That the Special Council meeting was called to order by Reeve French at 8:35am.  
CARRIED

315/22 *R. French* : That this is the opportunity for council to make any pecuniary interest  
Pecuniary Interest declarations for this meeting. None declared.  
CARRIED

**Business:**

316/22 *J. Curren* : That WF Botkin Construction Ltd. be awarded the 2023 Gravel Crushing Contract.  
Gravel / Roads Details are:  
a) Supply and Crush 15,000 yards of Traffic Gravel Type 106 for \$15.32/yard  
b) Mobilization Fee of \$22,000  
c) Tentative start date: November 21, 2022  
d) Tentative completion date: December 10, 2022  
e) 1 Year to remove the crushed aggregate from the Botkin Pit.

**Recorded Vote Requested by Reeve French:**

*Reeve:* Raymond French Aye  
*Councilor Division 1:* Judy Curren Aye  
*Councilor Division 2:* Robert Haugen No  
*Councilor Division 3:* John Rodgers Aye  
*Councilor Division 4:* Bernard Howe Aye  
*Councilor Division 5:* Casey Schumacher Aye  
*Councilor Division 6:* Glen Kearnan Aye  
CARRIED

317/22 *C. Schumacher*  
Process : That the new RM truck quote / decision be added to this agenda.  
CARRIED

318/22 *B. Howe* : That the Council take a brief recess from the Special Meeting to inspect the  
Recess proposed Truck. (9:22am)  
CARRIED

319/22 *C. Schumacher* : That Council reconvene. (9:31am)  
Return  
CARRIED

320/22  
Asset Purchase

C. Schumacher

: That the RM purchase a 2021 Chevrolet Silverado 1500 Truck for \$60,394.00 plus taxes from Green Light Truck & Auto Inc.

CARRIED

321/22  
Asset Purchase

C. Schumacher

: That the RM execute a cheque to Green Light Truck & Auto for \$67,037.34 and the funds be transferred from the RM Savings Account from the RM Chequing Account.

CARRIED

Adjournment:

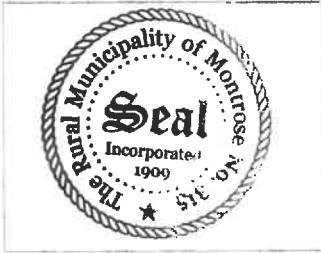
322/22

R. French

: That this meeting be adjourned at 9:40am this 21st Day of October, 2022.

CARRIED

Signed and Sealed before me this 21st Day of October, 2022.



Raymond French, Reeve

DeAnne Robblee, Acting Administrator

MINUTE BOOK COPY



**GREEN LIGHT**

**TRUCK & AUTO INC.**  
Quality Pre-Owned Vehicles

310-50th St. East  
S7K 6X2  
Phone: (306) 934-1455  
Fax: (306) 934-3339

CONDITIONS ON BACK  
FORM PART OF  
THIS CONTRACT

GST No. 870244704

DAY 20	MONTH 10	YEAR 22
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PURCHASER (PLEASE PRINT) RM OF MONTROSE 315		ADDRESS BOX 129		APT. NO.
CITY DELSISLE	PROV	POSTAL CODE S0L0P0	RES. PHONE (306) 493-2694	OCCUPATION
EMPLOYER		ADDRESS		BUS. PHONE

OPT.	OPTIONAL EQUIPMENT	PRICE	I/WE HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER THE FOLLOWING VEHICLE ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF.		
	BASIC VEHICLE	59,999.00	NEW <input type="checkbox"/>	DEMO <input type="checkbox"/>	USED <input checked="" type="checkbox"/>
			YEAR 2021	MAKE CHEVROLET	MODEL SILVERADO 1500
			MODEL NO TRUCK	COLOUR WHITE	
			SERIAL NO 3GCUYEET7MG417482		STOCK NO. GL5124A
			INST. TRAVELLED MI MM	29600	PURCHASER'S INITIALS
			<b>TRADE IN DESCRIPTION &amp; LIEN DISCLOSURE</b>		<b>TERMS OF SETTLEMENT</b>
			<input type="checkbox"/> G.S.T. NON REGISTRANT		<input checked="" type="checkbox"/> G.S.T. REGISTRANT
			G.S.T. REGISTRANT NO.		G.S.T. DUE ON TRADE IN
			YEAR	MAKE	MODEL
			SERIAL NO		
			MI	KM	ODOMETER READING
			I HEREBY TRANSFER TO DEALER ALL MY RIGHTS, TITLE AND OWNERSHIP IN THE ABOVE MOTOR VEHICLE, AND I DECLARE I AM THE SOLE OWNER AND POSSESSOR OF SAME AND THAT THERE IS NO MORTGAGE, LIEN, NOTE OR CLAIM OF ANY KIND OR NATURE ADVERSE TO MY RIGHTS OF, UPON, OR AGAINST SAID VEHICLE OTHER THAN AS STATED BELOW		
			I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING AS STATED ABOVE INDICATES THE TOTAL DISTANCE ACTUALLY TRAVELLED BY THIS VEHICLE.		
			X _____		
			LIEN PAYABLE TO		
			ADDRESS		
			ESTIMATED AMOUNT		
			\$		
			I/WE AND OUR SERVICE PROVIDERS AND AFFILIATES WILL USE THE INFORMATION PROVIDED BY YOU TO (i) PERFORM SERVICES AS MAY BE DIRECTLY REQUESTED BY YOU; (ii) PROVIDE INFORMATION REGARDING THE PRODUCTS OF US, OUR AFFILIATES AND BUSINESS PARTNERS; (iii) AND GENERATE STATISTICAL AND AGGREGATED DATA THAT DOES NOT IDENTIFY YOU PERSONALLY; AND (iv) DISCLOSE YOUR INFORMATION TO OUR SERVICE PROVIDERS AND AFFILIATES FOR THE PURPOSE OF PROVIDING SERVICES TO YOU AND TO PROVIDE YOU MORE INFORMATION REGARDING THEIR PRODUCTS AND SERVICES. BY PROVIDING YOUR INFORMATION TO US, YOU CONSENT TO THESE USES. YOU MAY NOTIFY US IN WRITING IF IN THE FUTURE YOU DO NOT CONSENT TO ANY OF THESE USES OF THE INFORMATION YOU PROVIDE.		
			X _____		
			THIS AGREEMENT SUBJECT TO FOLLOWING ADDITIONAL PROVISIONS		
TOTAL			59,999.00		TOTAL SALE PRICE
TOTAL CASH SALE PRICE			59,999.00		59,999.00
					DOC FEE
					395.00
					TRADE-IN
					SUB TOTAL
					60,394.00
					GST
					3,019.70
					PST
					3,623.64
					TOTAL
					67,037.34
					PAYOUT LIEN ON TRADE-IN
					TOTAL
					67,037.34
					DEPOSIT
					<input type="checkbox"/> CASH <input type="checkbox"/> CHEQUE
					AMOUNT FINANCED
					TOTAL BALANCE DUE
					67,037.34
					ACTUAL DELIVERY DATE
			DAY	MONTH	YEAR
			21	OCT	2022
			SALESMAN'S NAME (PRINT)		
			NORM HIEBERT		
			SALESMAN'S SIGNATURE		

**EXTENDED SERVICE CONTRACT**  
 ACCEPTED  OFFERED  REFUSED

Signed:

**DEALER ACCEPTANCE**

DATE: OCT 20, 2022

NAME OF OFFICIAL (PRINT): JAYSON PLASKAN

TITLE: \_\_\_\_\_

SIGNATURE:

2208/08/05

**ACKNOWLEDGEMENT OF CONDITIONS**  
 THE PURCHASER ACKNOWLEDGES HAVING READ THE CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF AND AGREES THAT THE SAME ARE HEREBY INCORPORATED BY REFERENCE AND SHALL SUBSTITUTE PART OF THIS AGREEMENT AS FULLY AS IF PRINTED ON THE FACE OF THE AGREEMENT AND ABOVE THE PURCHASER'S SIGNATURE.

PURCHASER'S SIGNATURE X

**THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF THE DEALER.**

TOTAL BALANCE DUE: 67,037.34

ACTUAL DELIVERY DATE: 21 OCT 2022

SALESMAN'S NAME (PRINT): NORM HIEBERT

SALESMAN'S SIGNATURE:

## R.M. of Montrose No. 315

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**From:** Maureen Ludlow <clerical@wfbotkin.ca>  
**Sent:** October 14, 2022 11:09 AM  
**To:** R.M. of Montrose No. 315  
**Cc:** Clair Botkin; Joe Navid; Gary Ahlstrom  
**Subject:** Tender Questions

Emailed  
Oct 28/22  
to Clair

Good Morning DeAnne,

In reply to your email to Clair yesterday, with questions concerning your 2023 crushing tender, following is our response, if W.F. Botkin is awarded the contract:

- 1) Our tentative start date is **November 21, 2022.**
- 2) Our tentative completion date is **December 10, 2022.**

W.F. Botkin Construction would allow the Rural Municipality one (1) year to remove the crushed aggregate from the pit.

If you have any other questions do not hesitate to contact Clair.

Thank you. Have a great weekend.

**Maureen Ludlow**

**WF Botkin Construction Ltd.**

Bus: (306) 543 7557

Fax: (306) 543 1405

[clerical@wfbotkin.ca](mailto:clerical@wfbotkin.ca)



**To: Rural Municipality of Montrose No.315**

**Re: Competition #: GravelCrushing2023**

**Closing Date: 30 Sept 2022**

**Time: 1:00 p.m.**

**From:**



340 Sherwood Road  
RM of Sherwood, SK  
S4K 0A8

Phone: 306 543 7557  
Fax: 306 543 1405

**Attachments:** The number of pages including cover page): 10

- (7) Bid Form
- (1) Bid Bond
- (1) Consent of Surety
- (1) COR

To the Rural Municipality of Montrose No. 315  
of the Province of Saskatchewan

**BID FORM**

**Contract No.:** No 315(Crushing)

**Control Section(s):** RM of Montrose No. 315

**Description of the Work:** Supply and Crush 15,000 yards of Traffic Gravel Type 106 only, for the RM of Montrose No. 315.

**Bid Closing Location, Date and Time:** Bids must be submitted to the Administrator, Attn: DeAnne Robblee, at Box 129, Delisle, Sask. S0L 0P0 by 1:00 P.M. C.S.T. on September 30, 2022.  
[Rm315@sasktel.net](mailto:Rm315@sasktel.net)

THE UNDERSIGNED Bidder having examined the General Provisions, Special Provisions, Specifications and other documents as identified in Appendix A hereof, and understanding the nature and extent of the Work, HEREBY IRREVOCABLY OFFERS AND AGREES that if this Bid is accepted by the Municipality, the Bidder shall execute, construct and complete the Work in accordance with the terms of this Bid and in accordance with the said General Provisions, Special Provisions, Specifications and other documents as identified in Appendix "A", FOR THE FOLLOWING PRICES:

Bid Item No.	Spec No.*	Description (unit)	Estimated Quantities	Unit Bid Prices (numerals)		Extensions (numerals)	
				\$	¢	\$	¢
4300.32	4300	Traffic Gravel Type 106, Contractor Supply (yds)	15 000	15	32	229,800	00
8700.01	8700	Mobilization (lump sum)	1			22,000	00

<b>Subtotal Amount of Bid (Excluding Provincial Sales Tax)</b>	\$		\$	
		251,800		00

<b>Provincial Sales Tax = (6%) X (Subtotal Amount of Bid)</b>	<b>15,108 00</b>
<b>GST = (5%) X (Subtotal Amount of Bid)</b>	<b>12,590 00</b>
<b>Subtotal Amount of Bid (Including 6% Provincial Sales Tax and 5% GST)</b>	<b>279,498 00</b>

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*\* Includes all Specifications referred to in the stated Specifications and Special Provisions.*

The Total Amount of Bid shall include all taxes including the Provincial Sales Tax. No additional payment will be made above the contract unit prices to cover taxes paid by the Contractor.

THE UNDERSIGNED Bidder acknowledges it is the Bidder's sole responsibility to ensure it has received all addenda prior to submitting its Bid and that all addenda are incorporated into this Bid.

As a guarantee of good faith, THE UNDERSIGNED Bidder encloses herewith a bid guaranty pursuant to Subsection 1100.6 of the General Provisions in the amount of NOT LESS THAN FIVE PERCENT of the Total Amount of Bid (including 6% Provincial Sales Tax and excluding Site Occupancy extensions if applicable).

This Bid is irrevocable for 60 days after the close of bidding.

Upon acceptance of the Bid by the MUNICIPALITY, the Bid Form and the documents referenced in it constitute a legally enforceable agreement and supersede all previous documents, representations, negotiations or discussions. No implied terms or obligations of any kind shall arise from anything in the agreement or otherwise and the express provisions of this agreement are the only provisions and agreements upon which any rights may be founded or asserted.

R.M. of **Montrose** No. **315**  
by council Resolution 15, 1997

**Note: The Owner (RM of Montrose No. 315) reserves the right to cancel the Contract at any given time.  
 The lowest or any tender will not necessarily be accepted.**



**BIDDER'S SIGNING BLOCK**

<p>W.F. Botkin Construction Ltd.  <hr/>         Company Name</p>	<p>340 Sherwood Road          RM of Sherwood, SK          S4K 0A8  <hr/>         Company Address</p>
<p>Clair Botkin  <hr/>         Print Name of Contact</p>	<p>306 543 7557  <hr/>         Contact Telephone Number</p>
<p>306 543 1405  <hr/>         Business Fax Number</p>	<p>cdbotkin@wfbotkin.ca  <hr/>         Business E-mail</p>





R.M. of **Montrose No. 315**

Incorporated December 13, 1909

	
Signature of Authorized Representative	

**MUNICIPALITY SIGNING BLOCK**

The RM of Montrose No. 315 hereby accepts the above Bid.

<i>To be filled out by the MUNICIPALITY. Do not write in this area.</i>	
DATED at <u>DONAVON</u> this <u>21</u> day of <u>OCTOBER</u> , 20 <u>22</u>	
	
Signature of Authorized Representative	
<u>RAY FRENCH, REEVE</u>	RESOLUTION 316/22 SPECIAL MEETING 10/21/22
Name and Title	

**APPENDIX A**

**SPECIAL PROVISIONS**

**GENERAL PROVISIONS**

1000	Definitions And Interpretation	Oct/16	1100 Bid Requirements And Conditions	Apr/11
1200	Acceptance Of Bid And Execution Of Contract			Oct/16
1300	Scope Of Contract			Aug/01
1400	Control Of The Work			Aug/01
1450	Occupational Health And Safety			Feb/15
1500	Control Of Aggregate And Aggregate Sources			Sep/09
1520	Control Of Manufactured Materials			Sep/09
1600	Legal Relations And Responsibility To The Public			Aug/01
1650	Environmental Protection			Mar/09
1700	Prosecution And Progress		1800 Measurement And Payment	Oct/16
1900	Labour, Wages, Records, And Employment			Aug/01

**STANDARD SPECIFICATIONS – Aggregates**

3200	Specification For Processing Aggregate			Nov/10
3600	Specification For Stockpiling Aggregates			Sep/09

**STANDARD SPECIFICATIONS**

4505	Specification For Loading And Hauling Material From Aggregate Sources			Apr/11
6800	Specification For The Improvement Of Approaches			Jan/98
8100	Specification for Specified Completion Date			June/05
8400	Specification For Traffic Accommodation			Mar/13

**STANDARD TEST PROCEDURES – Sampling**

STP 104-3      Sampling For Borrow Type Material  
STP 105        Sampling Fine And Coarse Aggregates

May/93  
Apr/01

STP 204-1      Moisture Content By Oven Drying  
STP 204-4      Sieve Analysis

May/93  
Apr/96

**STANDARD TEST PROCEDURES – Aggregates/Blender**

STP 206-1	Sieve Analysis	Mar/93
STP 206-3	Moisture By Oven Drying	May/93
STP 206-4	Plasticity Index Coarse Grained Soils	Apr/00
STP 206-5	Sand Equivalent	May/93
STP 206-6	Moisture Content Of Bituminous Mix Aggregate	Dec/93
STP 206-7.1	Specific Gravity - Bulk, Apparent Fine Aggregates	Feb/94
STP 206-7.2	Specific Gravity - Bulk, Apparent Coarse Aggregate	May/93
STP 206-9	Lightweight Pieces In Aggregate	Mar/94
STP 206-14	Percent Of Fractured Faces In Aggregate	Aug/00
STP 206-15	Clay Lumps And Friable Particles In Aggregate	May/93

STANDARD SPECIFICATIONS (INCLUDING GENERAL PROVISIONS), STANDARD TEST PROCEDURES, SPECIFICATIONS FOR MANUFACTURED MATERIALS, DESIGN, HYDRAULIC, AND TRAFFIC CONTROL DEVICES FOR WORK ZONES MANUALS and SASKATCHEWAN SUPPLEMENT TO THE GEOMETRIC DESIGN GUIDE FOR CANADIAN ROADScan and must be obtained from the Ministry of Highways and Infrastructure's website at [www.highways.gov.sk.ca/business](http://www.highways.gov.sk.ca/business) under Ministry Manuals.



Standard Construction Document

# BID BOND

## CCDC 220 - 2002

No. 539,920

Bond Amount 5% of tender

**W.F. BOTKIN CONSTRUCTION LTD.** as Principal, hereinafter called the Principal, and **WESTERN SURETY COMPANY** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all provinces and territories of Canada, as Surety, hereinafter called the Surety, are held and firmly bound unto **RM OF MONTROSE NO. 315** as Obligee, hereinafter called the Obligee, in the amount of **FIVE PERCENT OF TENDER**——— (5% of tender) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated **30th day of September, in the year 2022** for **Supply and Crush 15,000 yards of Traffic Gravel Type 106 only, for the RM of Montrose No. 315.**

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within **Sixty(60) days** from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

**No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.**

**IN WITNESS WHEREOF**, the Principal and the Surety have Signed and Sealed this Bond dated **27th day of September, in the year 2022.**

SIGNED and SEALED

in the presence of



**W.F. BOTKIN CONSTRUCTION LTD.**

Principal

  
\_\_\_\_\_  
Signature

**C.D. Botkin**  
\_\_\_\_\_  
Name of person signing

**WESTERN SURETY COMPANY**

Surety

  
\_\_\_\_\_  
Signature  
**Morgan Dufresne, Attorney-in-Fact.**  
Name of person signing





## CONSENT OF SURETY

No. 539,920

**WHEREAS W.F. BOTKIN CONSTRUCTION LTD.**

(Principal) has submitted a written tender to **RM OF MONTROSE NO. 315**

(Obligee) dated **September 30, 2022**, for **Supply and Crush 15,000 yards of Traffic Gravel Type 106 only, for the RM of Montrose No. 315.**

and the condition of this obligation being such that if the Principal shall have the tender accepted within the time period prescribed in the tender, or if no time period is specified in the tender, within **Sixty(60)** days from the closing date of tender, we, **WESTERN SURETY COMPANY**, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all provinces and territories of Canada as Surety, agree, subject to the terms and conditions contained herein, to issue for the Principal if the Principal shall have executed a written contract (the "Contract") with the Obligee, the following bond(s):

1. a contract performance Bond of **FIFTY PERCENT (50%)** of the Contract Price.
2. a labour and material payment bond of **FIFTY PERCENT (50%)** of the Contract Price.

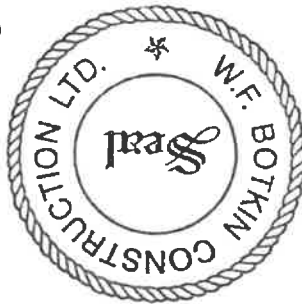
It is a condition of this Surety's Consent that the Obligee must request the said bonds within thirty (30) days following the award of the Contract.

Any suit filed against the surety with respect to this Surety's Consent must be initiated and duly served on the Surety within seven (7) months of the date hereof.

No right of action shall accrue hereunder to or for the use of, any person or corporation other than the Obligee named herein, or their heirs, executors, administrators or successors of the Obligee.

**IN WITNESS WHEREOF**, the Surety has Signed and Sealed this Consent this 27th day of September, in the year 2022.

**SIGNED and SEALED**  
In the presence of



**WESTERN SURETY COMPANY**

*Morgan Dufresne*  
Morgan Dufresne, Attorney-in-Fact. (Seal)



**HEAVY CONSTRUCTION  
SAFETY ASSOCIATION  
OF SASKATCHEWAN INC.**

*Certificate of Recognition*

Awarded to:

**W.F. Botkin Construction Ltd./Pasqua Paving**

In Recognition of Attaining or Exceeding the Minimum Standard Required in:

*Safety Program Management*

Certificate Issue Date: October 31, 2021 Certificate Expiry Date: October 31, 2022

*William G. G. G. G.*

HCSAS Safety Director

*Jana Patto*

HCSAS President

Certificate Registration Number 21-10-1008