

## **TENDER DOCUMENT FOR RURAL MUNICIPALITY OF ST. CLEMENTS**

### **INVITATION TO TENDER**

#### **RFQ-2018-03 GRAVELING SOUTH AREA SUPPLY AND HAULING**

The Rural Municipality of St. Clements is accepting Request for Quotation for the supply and hauling of gravel to be deposited on Municipal roads throughout the RM of St. Clements, as per area map in the appendix. The material to be applied in one main haul during the period of approximately May 15<sup>th</sup>, 2018 (pending road restrictions), till completed. The Municipality expects an average of 1,000 tonnes per day supplied and delivered.

Tender Close:      9:00 am local time, on Friday, February 23, 2018

The Rural Municipality of St. Clements invites quotations on the following:

Supply and Haul gravel to various locations for the southern part of the Municipality – approx. 14,000 tonnes

Detailed RFQ packages complete with specifications are available to interested bidders at the Public Works Office, between the hours of 8:00 am to 3:30 pm, Monday to Friday. You can call 204 482-4539 to register and have the package sent to you. Any questions or concerns can be directed to:

Greg Elson, C.E.T.  
Manager of Public Works  
155 CIL Road (highway 509)  
East Selkirk, MB  
[www.rmofstclements.com](http://www.rmofstclements.com)  
Phone: 482-4539

**R. M. OF ST. CLEMENTS**  
**RFQ-2018-03 GRAVELING SOUTH AREA**  
**SUPPLY AND HAULING**

**SCOPE OF WORK**

The material to be applied in one main haul during the period of approximately May 15<sup>th</sup>, 2018 (pending road restrictions), till completed. The work to be done under this Contract shall consist of the supply and hauling of gravel. The materials will be deposited on Municipal roads. Materials on Municipal roads will require belly dump trailers. The work is to be immediately after road restrictions, or earlier with 7 days written notice by the owner. The main haul will be continuous until completed, as per definitions, conditions, and specifications, within, with the exception of weather.

**SECTION I - INSTRUCTIONS TO BIDDERS**

**1. SUBMISSION OF RFQ**

Each RFQ must be submitted in a sealed envelope addressed to:

R. M. of St. Clements  
Public Works Department  
**155 CIL Road (highway 509)**  
**East Selkirk, MB**  
**Attention: Mr. Greg Elson, C.E.T.**  
**Manager of Public Works**

The outside of each tender must be clearly labeled “RFQ-2018-03-Graveling South Area Supply and Haul”, submitted by \_\_\_\_\_.

The RFQ, including all schedules, shall be submitted on the separate forms provided. The bidder’s legal status and business address shall be disclosed. The tender shall be signed by a duly authorized official and in the case of a corporation shall be sealed with the corporate seal.

All inquiries and tender revisions prior to closing of tenders are to be addressed to:

Mr. Greg Elson, C.E.T.  
Manager of Public Works  
**155 CIL Road (highway 509)**  
**East Selkirk, MB**  
Phone: (204) 482-4539

**2. CONTRACT COMMENCEMENT /COMPLETION**

The Successful Bidder will be notified in writing of the decision of the RM of St. Clements to award the contract on, or about March 13, 2018. The commencement date will be immediately after road restrictions have been lifted, or sooner, if applicable roads have no restrictions, till completed. The contractor shall complete the entire project in accordance with the information contained within RFQ #2018-03 – Graveling South Area Supply and Haul. The contractor shall complete all work in a good and workman like manner.

3. INSURANCE

That the Contractor shall at no cost to the Owner adequately insure any and all vehicles used in performing the within works with Comprehensive General Public Liability and maintain such insurance in good standing with comprehensive limits of not less than \$2,000,000.00 per occurrence for bodily injury, death or property damage during the life of this Agreement and the Contractor shall purchase and maintain in good standing Comprehensive General Liability Insurance with comprehensive limits of not less than \$2,000,000.00 per occurrence for bodily injury, death, and damage to property including loss of use thereof, with a property damage deductible of \$500.00, and will indemnify and save harmless the Owner from and against any and all claims of any kind whatsoever arising directly or indirectly out of the Contractors performance of this Agreement. All insurance referred to herein shall include the Owner as an additional named insured thereon and shall protect the Owner in respect of claims from the Contractor as if the Owner were separately insured. The Contractor shall deliver a certified copy of the said policy of insurance along with a certified copy of all renewals thereof to the Manager of Public Works of the Owner to be retained by him until the contract is terminated.

In addition, the contractor shall be registered in good standing with Workers Compensation Board.

4. DISCREPANCIES, OMISSIONS

Prospective bidders finding discrepancies in, or omissions from the Contract Documents, or having any doubt as to the meaning or intent of any part thereof, should at once notify the Contract Administrator who will send written instructions or explanations.

5. EXAMINATION OF CENTRES

All potential Bidders shall familiarize themselves with the extent of work expected before sending in their Tender and make themselves thoroughly acquainted with Municipal facilities and obtain for themselves any and all information that may be necessary for the proper performance of the Contract. The Bidder shall ensure that all employees employed on this contract will be familiar with the RM of St. Clements roads, and supplied with appropriate maps, by the Contractor.

6. ADDENDA

Addenda, bulletins or corrections issued during the time of tendering are to be included in the RFP and shall become a part of the Contract.

7. RFQ CLOSE

The tendering period shall end at **9:00 a.m., February 23, 2018**, or at an extended time and date specified in a written notice.

8. WITHDRAWAL OF RFQ

A bidder shall be permitted to withdraw their tender unopened after it has been deposited if such request is received in writing by the Owner prior to the time specified for opening tenders.

9. OPENING RFQ

RFQ shall be opened publicly on March 6, 2018, at Council Chambers during the start of the Public Works Committee meeting.

#### 10. RFQ EVALUATION

No contract shall be awarded to any Bidder who, in the judgment of the Owner, is not a responsible Bidder or does not have all the necessary experience, capital, organization and equipment to perform the Work in strict accordance with the terms and provisions of the Contract. The Owner reserves the right to evaluate tenders on the basis of criteria of its own choice, in its sole discretion, whether previously disclosed to bidders or not, provided only that the reasons for selection of a tender shall not be frivolous, irrelevant or malicious. In evaluation of tenders the owner may, but is not obligated to, consider previous or on-going disputes from other contracts, with a bidder.

#### 11. ACCEPTANCE OF RFQ

The Owner reserves the right to object any or all tenders, to waive irregularities and informalities at his discretion and to accept the tender which the Owner deems to be in its best interest. The lowest tender will not necessarily be accepted. The Bidder agrees that his tender is to continue open to acceptance and irrevocable for thirty (30) calendar days and that the Owner may, at any time within thirty (30) days of the date of the tender closing, accept this tender, whether any other tender has been accepted or not. The Owner reserves the right to negotiate at the time of acceptance, with the lowest bidder only, for a lower tender price, or for the removal from the tender of qualifying conditions, or both. No action of the Owner than a written "Notice of Acceptance" shall constitute an acceptance of a tender.

#### 12. BASIS OF TENDER

Prices tendered shall be gross prices including, but not limited to, all applicable duty, fuel, freight, cartage, Federal and Provincial Taxes, and all other items incidental to completing this contract, except Goods and Services Tax (GST) which shall be extra where applicable, and charges governmental or otherwise paid and including profit and all compensation which shall be due to the Bidder for supplying labour and materials not only for the classification expressly specified but for those which have been omitted and all details necessarily connected with the Work and all risks and contingencies connected therewith.

If a discrepancy is found between the unit price and an amount, the unit price shall be considered as representing the intention of the bidder, and the Owner will recalculate the amount. The addition of the amounts will be corrected and a corrected tender amount and contract price will be established.

If a discrepancy is found between the sum of the corrected amounts and the tender price shown, the sum of the amounts, as corrected shall be deemed to represent the intent of the bidder.

#### 13. PRICES AND PAYMENT

The Bidder shall provide a price for each item of Work identified in Section II Tender Forms. The work shall be measured and paid for on a unit price basis. The units to be measured and paid for shall be as identified on Section II Tender Form. The quantities listed on Section II tender Form are to be considered approximate only. The Owner will use the said quantities for the purpose of comparing bids. The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the contractor. The unit price shall include all costs, including applicable taxes, excluding the Goods and Services Tax, which shall be an extra where applicable in the unit priced.

Any work required that does not have a unit price will be considered an extra. All extra work is to be agreed upon and understood in writing before the said extra work commences. The price for any extra work shall also be understood in writing prior to the commencement of said work.

**R. M. OF ST. CLEMENTS**  
**RFQ-2017-03 GRAVELING SOUTH AREA**  
**SUPPLY AND HAULING**

SECTION II - Tender Forms

**Schedule of Prices for Hauling, Loading and Delivery of Aggregate**

Material	APPROX. NO. OF UNITS	UNIT PRICE	UNIT	COST FOR BID COMPARISION
Traffic gravel	12,000	\$	tonnes	\$
C / Base	2,000	\$	tonnes	\$
<b>TOTAL BID PRICE</b>				\$

I, We, \_\_\_\_\_

the undersigned, (having examined the invitation and instructions to Bidders and the contract documents for performance of the Works for RFQ #2018-03 – Graveling South Area Supply and Haul) offer to perform the Works in conformity with the said documents and to enter into an agreement according to the terms and conditions set out within this tender package, in consideration of the sum arrived at as may be ascertained in accordance with said documents. Including the supplying of a minimum of 6 belly dump trucks, and supplying an average of 1,000 tonnes per day.

\_\_\_\_\_  
SEAL OR WITNESS

\_\_\_\_\_  
BIDDER

\_\_\_\_\_  
DATE

BIDDER

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE\FAX NUMBER: \_\_\_\_\_

**R. M. OF ST. CLEMENTS**  
**RFQ-2018-03 GRAVELING SOUTH AREA**  
**SUPPLY AND HAULING**

**DEFINITIONS, CONDITIONS & SPECIFICATIONS**

- 1) Wherever the term “Owner” or “R.M.” is used throughout these Specifications, it shall be defined as the “Rural Municipality of St. Clements”, Manager of Public Works or his designate, or Council thereof.
- 2) Specified roads will be prepared by the RM. The roads will be graded before the application of gravel. Loads will only be applied to Prepared Specified Roads as directed by the Owner.
- 3) Traffic Gravel Specification

Traffic Gravel Specification		C-Base Gravel Specification	
Coarse Rock 19 mm	100%	37.5mm sieve	100%
Coarse Rock 12.5 mm	75-90%	25mm sieve	85 – 100%
Coarse Rock 4.75 mm	45-70%	4.75mm sieve	25 – 80%
Coarse Sand 425 um	10-35%	425um sieve	15 – 40%
Fines 75 um	8-15%	75um sieve	8 – 18%
Min Crush Count	35%	Min Crush Count	15%
- 4) The payment shall be by the tonne. The Owner reserves the right to request vehicles to proceed to a scale.
- 5) The contractor shall provide a minimum of 6ea – 18 cyd capacity belly dumps on any day, to a maximum of 10ea – 18 cyd trucks, at the discretion of the Owner, depending on haul length. The Owner shall notify the Contractor at the end of the business day what is required for the following day. However, as noted, the Owner may request less on any given day with appropriate notice, or due to adverse weather conditions.
- 6) It is understood that the Contractor would only supply a total of 6 trailers on any day. Any more would be mutual agreement of the owner and Contractor. However, as noted, the Owner may request less on any given day with appropriate notice, or due to adverse weather conditions.
- 7) Payment is only made for actual hauling. If weather prohibits work from being started, or completed on any day, no extra payment is made to the contractor for any losses resulting in the loss of payment for any day.
- 8) The Contractor shall proceed to execute the said work with due diligence to the satisfaction of the Owner who shall have the power and right to inspect all work done or to be done by the Contractor and the Contractor shall not be entitled to any payment under this Agreement except upon confirmation at the end of each month from the Owner setting forth that the Contractor has properly and in a workmanlike manner completed the required work.

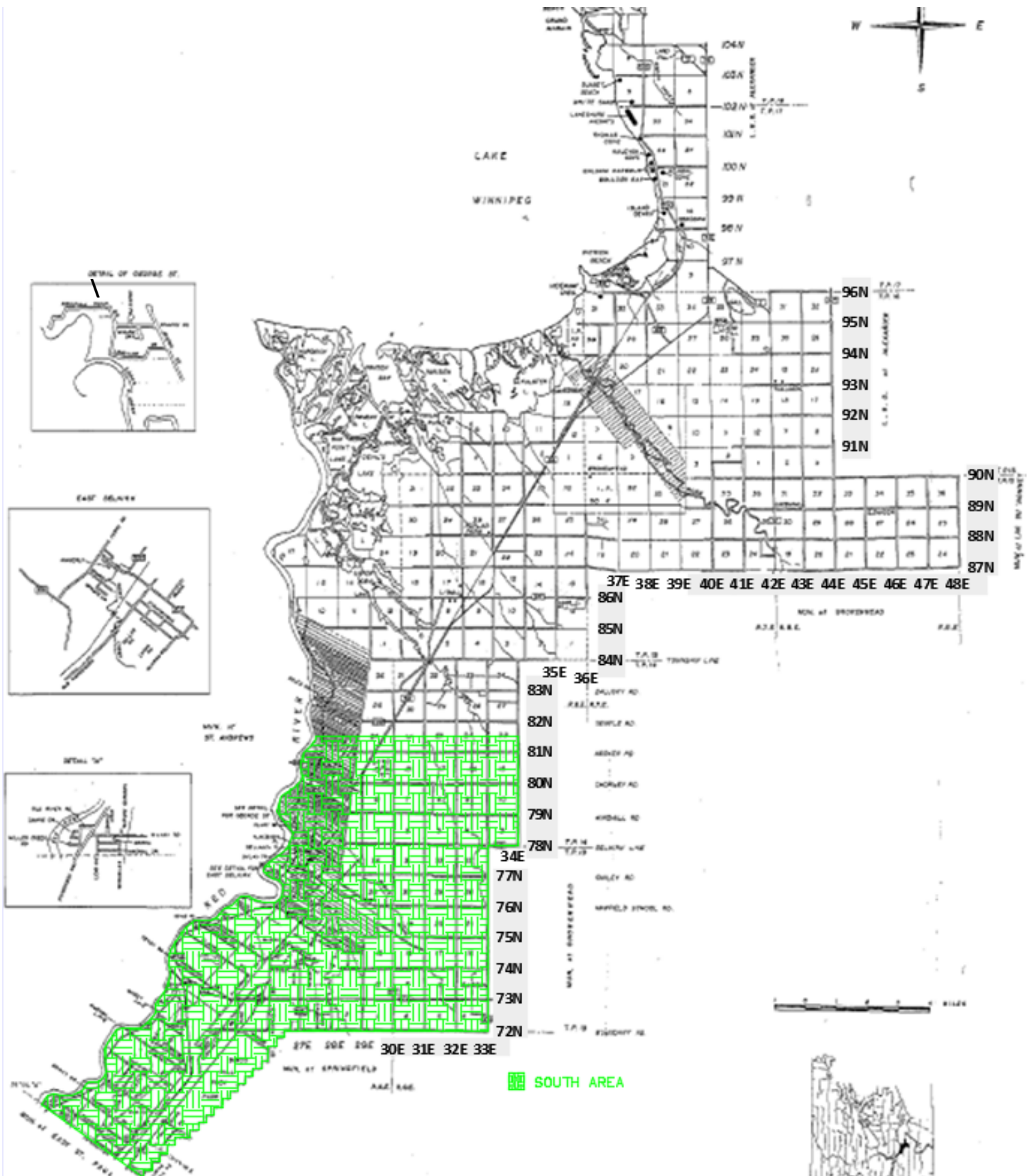
- 9) Main hauling will generally be conducted between the hours of 7:00 am to 6:30 pm, Monday to Thursday, and 7:00 am to 3:30 pm on Fridays. Extension of hours would have to be mutually agreed to by Owner and Contractor.
- 10) The Contractor shall ensure equipment is operated in accordance with applicable laws and regulations under the Manitoba Highway Traffic Act, and shall be responsible for any damages, including overhead utilities.
- 11) The contractor shall ensure equipment is in good working order. The Owner shall revoke the use of equipment for this contract, if they feel the equipment is not in good working order.
- 12) The main haul will take place continuously as described in the scope of work. The Owner will inform the contractor 24 hours in advance of completion of the main haul. Further, the Owner may increase or decrease total amounts of materials hauled, or individual amounts hauled, up to 20% more or less. The actual payment due shall be based on the unit prices tendered for the units actually hauled.
- 13) The Contractor is responsible for supplying machine weighed scale tickets, and to ensure that these cards are initialed by an authorized Municipal employee every day. Scale tickets not initialed will not be eligible for payment.
- 14) The Contractor will submit scale tickets and invoices for payment at the end of each month. Payment will be made to the contractor within 30 days of the receipt of these invoices and gravel cards.
- 15) A penalty of \$200.00 per day, per truck, may be imposed by the Municipality for each day that the contractor fails to comply with supplying of requested equipment, under the terms described herein ( a minimum of 6 trucks to be supplied, unless notified in writing).
- 16) A penalty of \$1,000.00 per day may be imposed by the Municipality for each day that the contractor fails to be able supply material for any day, or part thereof under the terms described herein. The required material would be based on expected haul mile x 6 trucks, x 8 hours.
- 17) Any amount of money deducted due to any failure described within RFQ-2018-03 shall be treated as liquidated damages and deducted from the amount payable to the Contractor under this Agreement.
- 18) Nothing in the terms described herein prohibit the Municipality from hauling gravel or other materials with its own equipment.
- 19) This contract can be terminated by either party on 30 days written notice. The contract shall be subject to cancellation at any time without Notice due to failure on part of the Contractor to perform and observe any of the conditions, covenants or agreements herein.
- 20) This Contract may not be assigned by the Contractor without prior written consent of the

Owner.

- 21) The Contractor agrees to indemnify and save harmless the Owner from all claims of every nature and kind which may be made or brought against the Owner by reason of the Contractor carrying out the terms of this contract.
- 22) The Contractor shall comply with all instructions and regulations imposed by the RM of St. Clements or the Province of Manitoba in connection with the manner in which the Contractor shall carry out this contract.
- 23) The municipality, its agents and employees shall not be responsible for any information given by way of verbal communication.
- 24) Bidders are advised that submissions of quotes shall be in compliance to the Freedom of Information Act and Privacy Act
- 25) "Rain Day" will be permitted at the mutual agreement of the Owner and the contractor. There will be no penalty for rain days. For every Rain Day an additional day will be added to the contract completion date.
- 26) The RM retains the right to sample, test, and inspect any load prior to application.
- 27) The RM retains the right at any time to observe truck loading at the source at any time during the operation. Further, the owner can sample material prior to loading at the source.
- 28) The contractor is responsible for grading or removing any excessive windrow(s) or pile(s) created by truck dumping.



### Appendix “a”– Map of Gravel Application (Green Area)



## Appendix “b”– List of Road Locations

### South Area Road List

Note: All roads for graveling program end at RM of St. Clements limits.

- Aden St
- Ashfield Rd
- Bellanca Pl
- Boardwalk Ave
- Brick Way
- Briday Rd
- Bridgeview Dr
- Bunns Rd
- Byers Dr
- Church Rd
- Church Rd S
- CIL Rd
- Clarence Rd
- Clarke Rd
- Colbert Pl
- Colville Rd
- Cooks Cove
- Coronation Rd
- Country Rd
- Cowan Pl
- CPR Rd
- Deago Rd
- Dion Dr
- Donald Rd
- Doyle Rd
- Drobot Rd
- Dubas Dr
- Elken Pl
- Ferry Rd S
- Fiwchuk Dr
- Flemming Dr
- Floodway Crossing
- Floodway Dr N
- Floodway Dr S
- Four Mile Rd
- Foxberry Farm Dr
- Gaynor Rd
- George St
- George St S
- Gonnor Trail
- Gowryluk Rd
- Grange Dr
- Harold Ave
- Hay Rd
- Heritage Dr
- Hunter Pl
- I-XL Cres
- Jack Rd
- Jacob’s Lane
- Joseph St
- Kimberly Rd
- Kristin Rd
- Kyla Pl
- Lakeview Dr
- Limousin Ave
- Lorne Hill Rd
- Louise St
- Ludwick Rd
- Luzny Pl
- McFee Pl
- McKay Rd
- McMurphy Lane
- Melody Lane
- Michael Pl
- Mowatt Rd
- Nanton Rd
- Narol Lane
- Norseman Pl
- Notarianni Rd
- Novak Dr
- Oak Ridge Rd
- Oakview Dr
- Old Henderson Hwy
- Park Cove
- Park Pl
- Pat St
- Peltz Dr
- Peninsula Point Dr

- Pine Rd N
- Pine Rd S
- Pine St
- Pioneer Rd
- Poplar St
- Quarry Rd
- Railway St
- Raleigh Rd
- Raleigh Rd E
- Rica Rd
- Riverby Lane
- Road 28E
- Road 29E
- Road 72N
- Road 73N
- Road 74N
- Road 75N
- Road 76N
- Road 77N
- Road 78N
- Road 79N
- Road 80N
- Road 81N
- Road 30E – From 72N to 81N
- Road 31E – From 72N to 81N
- Road 32E – From 72N to 81N
- Road 33E – From 72N to 81N
- Road 34E – From 72N to 81N
- Rodeo Dr
- Roscoe Rd
- Ross Farm Rd
- Rowley Pl
- Ryan Rd
- St Francis Dr
- Stone Church Rd
- Sunset Cove
- Three Mile Rd
- Trevor St
- Two Mile Rd
- Tyler Dr
- Van Horne Rd
- Wallie Rd
- Warren Rd
- Wellink Dr
- Wesley Dr
- Willow Bay
- Willow St
- Willow Way
- Younes Dr

END OF TENDER DOCUMENTS