

TENDER DOCUMENT FOR RURAL MUNICIPALITY OF ST. CLEMENTS

INVITATION TO TENDER

RFQ-2019-03 GRAVELING 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 appendices. The material to be applied in one main haul during the period of approximately May 15th, 2019 (pending road restrictions), till completed. The Municipality expects an average of 1,000 tonnes per day supplied and delivered.

Tender Close: 2:00 pm local time, on Monday, February 11, 2019

Tender Opening: 9:00 am local time, on Tuesday, February 12, 2019

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

Supply and Haul various types of gravel to various areas of the Municipality.

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:

**Kevin Grabowski, C.E.T.
Project Technician
155 CIL Road (highway 509)
East Selkirk, MB
www.rmofstclements.com
Phone: (204)-482-4539**

**R. M. OF ST. CLEMENTS
RFQ-2019-03 GRAVELING
SUPPLY AND HAULING**

SCOPE OF WORK

The material to be applied in one main haul during the period of approximately May 15th, 2019 (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. The intent of this RFQ is to find the best prices and options for gravel materials to be applied to the RM roads and that the RM can pick 1 or more options or a combination of the quoted materials. The RM may go with only traffic gravel, only limestone, or a combination of what is quoted in this RFQ. One, multiple, or no contractors may be chosen for the supply and haul of the specified materials.

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: Kevin Grabowski, C.E.T.
Project Technician

The outside of each tender must be clearly labeled “RFQ-2019-03-Graveling - 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:

Kevin Grabowski, C.E.T.
Project Technician
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 February 26, 2019. 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 #2019-03 – Graveling - 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 **2:00 p.m., Monday February 11, 2019**, or at an extended time and date specified in a written notice.

8. WITHDRAWL 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 Tuesday February 12, 2019 at 9:00am local time, at Council Chambers during the Council 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-2019-03 GRAVELING
SUPPLY AND HAULING**

SECTION II - Tender Forms

Schedule of Prices for Hauling, Loading and Delivery of Aggregate based on Area's

Please fill out the below tables with the best price options for each area. Each area has a total estimated tonnage at the top of each box. This can be all one material or a combination of multiple materials. If there are other options for example other pits with same material, please fill out Appendix "A".

If there are materials that the bidder is NOT able or willing to supply, please specify this with a N/A in the column "UNIT PRICE SUPPLY AND DELIVERY". Please do not leave blank.

| AREA #1 – 3,300 tonnes total for area #1 (approximate) | | | | | |
|---|-----------------------------|---------------------------------------|-------------|--|--------------------------------------|
| Material | APPROX. NO. OF UNITS | UNIT PRICE SUPPLY AND DELIVERY | UNIT | TOTAL COST BASED ON (APPROX. NO. OF UNITS X UNIT PRICE) | LOCATION OF MATERIAL / GRAVEL |
| Traffic gravel (Class A) | 3,200 | \$ | tonnes | \$ | |
| C / Base | 100 | \$ | tonnes | \$ | |
| 3/4" Down Limestone | 3,200 | \$ | tonnes | \$ | |
| 2" Down Limestone | 100 | \$ | tonnes | \$ | |

| AREA #2 – 10,600 tonnes total for area #2 (approximate) | | | | | |
|--|-----------------------------|---------------------------------------|-------------|--|--------------------------------------|
| Material | APPROX. NO. OF UNITS | UNIT PRICE SUPPLY AND DELIVERY | UNIT | TOTAL COST BASED ON (APPROX. NO. OF UNITS X UNIT PRICE) | LOCATION OF MATERIAL / GRAVEL |
| Traffic gravel (Class A) | 9,000 | \$ | tonnes | \$ | |
| C / Base | 1,600 | \$ | tonnes | \$ | |
| 3/4" Down Limestone | 9,000 | \$ | tonnes | \$ | |
| 2" Down Limestone | 1,600 | \$ | tonnes | \$ | |

| AREA #3 – 12,100 tonnes total for area #3 (approximate) | | | | | |
|--|-----------------------------|---------------------------------------|-------------|--|--------------------------------------|
| Material | APPROX. NO. OF UNITS | UNIT PRICE SUPPLY AND DELIVERY | UNIT | TOTAL COST BASED ON (APPROX. NO. OF UNITS X UNIT PRICE) | LOCATION OF MATERIAL / GRAVEL |
| Traffic gravel (Class A) | 9,000 | \$ | tonnes | \$ | |
| C / Base | 3,100 | \$ | tonnes | \$ | |
| 3/4" Down Limestone | 9,000 | \$ | tonnes | \$ | |
| 2" Down Limestone | 3,100 | \$ | tonnes | \$ | |

| PICKUP PRICE | | | |
|--------------------------|--------------------------------------|-------------|--------------------------------------|
| Material | UNIT PRICE PER TONNE (PICKUP) | UNIT | LOCATION OF MATERIAL / GRAVEL |
| Traffic gravel (Class A) | | tonnes | |
| C / Base | | tonnes | |
| 3/4 Down Limestone | | tonnes | |
| 2" Down Limestone | | tonnes | |

Please include the option for pick up price for materials specified. If there is more than one option for pickup price/locations, please fill out and include the form in Appendix "B"

I, We, _____
the undersigned, (having examined the invitation and instructions to Bidders and the contract documents for performance of the Works for RFQ #2019-03 – Graveling - 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-2019-03 GRAVELING 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 (Class A) Specification**

| | |
|------------------------|--------|
| Coarse Rock 19 mm | 100% |
| Coarse Rock 12.5 mm | 75-90% |
| Coarse Rock 4.75 mm | 45-70% |
| Coarse Sand 425 um | 10-35% |
| Fines 75 um | 8-15% |
| Min Crush Count | 35% |
| Shale (maximum) | 5 % |
| LA Abrasion (max) | 40% |
| Moisture content (max) | 6% |

C-Base Gravel Specification

| | |
|------------------------|-----------|
| 37.5mm sieve | 100% |
| 25mm sieve | 85 – 100% |
| 4.75mm sieve | 25 – 80% |
| 425um sieve | 15 – 40% |
| 75um sieve | 8 – 18% |
| Min Crush Count | 15% |
| Shale (maximum) | 5 % |
| Moisture content (max) | 6% |

3/4” Down Limestone Specification

| | |
|--------------------|--------|
| Coarse Rock 19 mm | 100% |
| Coarse Rock 5 mm | 40-70% |
| Coarse Rock 2.5 mm | 25-60% |
| Coarse Sand 315 um | 8-25% |
| Fines 80 um | 6-17% |
| Min Crush Count | 100% |
| LA Abrasion (max) | 35% |

2” Down Limestone Specification

| | |
|-------------------|----------|
| 50mm sieve | 100% |
| 5mm sieve | 25 - 60% |
| 80um sieve | 4 - 15% |
| Min Crush Count | 100% |
| LA Abrasion (max) | 35% |

- 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 per area. 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% plus or minus for each area**. 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-2019-03 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, at no cost to the RM. If the windrow(s) or pile(s) are not graded in a timely manner the RM retains the right to charge the contractor the time it takes to grade windrow(s) or pile(s) per hour based on Manitoba Heavy Equipment Rates.
- 29) Shale may not be added to granular material without test results indicating the quality of the shale being added.
- 30) The RM retains the right to use testing practices set out in industry standards as well as in the American Association State Highway and Transportation Officials Standard (ASTM D75) this is included but not limited to sampling off the belt, stockpile, or out of transport trailer at any time the RM wishes to do so.
- 31) The RM retains the right to choose any of the proposed quoted options in full or part of. For example portions of traffic gravel, limestone, all traffic gravel, or all limestone. The approximate total tonnage is specified on the top of each box for each area of this document and can be a combination of the quoted materials on a per area basis.
- 32) When a change in the properties of the materials occurs or when the performance of materials is found to be unsatisfactory, the use of the materials shall be discontinued until the Contractor, with the approval of the Contract Administrator, proves the source to be satisfactory.
- 33) The Contractor shall cease using the non-complying materials and at the discretion of the Contract Administrator, remove the unacceptable materials, including those that have already been placed and compacted. No payment shall be made for unacceptable materials.
- 34) The Contract Administrator shall be allowed access to all sampling locations and reserves the right to take a sample at any time.
- 35) The Contract Administrator shall be present to witness that the sampling is in accordance with ASTM D75 Standard Practice for Sampling Aggregates. Where required, the Contractor shall supply and operate a front-end loader to assist with sampling.

Appendix “A”

If more options are available (i.e. different locations of pits) please fill out the below forms for each option along with the area it may pertain.

If there are materials that the bidder is **NOT** able or willing to supply, please specify this with a **N/A** in the column “**UNIT PRICE SUPPLY AND DELIVERY**”. Please do not leave blank.

| AREA # | | | | | |
|--------------------------|-----------------------------|---------------------------------------|-------------|--|--------------------------------------|
| Material | APPROX. NO. OF UNITS | UNIT PRICE SUPPLY AND DELIVERY | UNIT | TOTAL COST BASED ON (APPROX. NO. OF UNITS X UNIT PRICE) | Location of material / gravel |
| Traffic gravel (Class A) | | \$ | tonnes | \$ | |
| C / Base | | \$ | tonnes | \$ | |
| 3/4” Down Limestone | | \$ | tonnes | \$ | |
| 2” Down Limestone | | \$ | tonnes | \$ | |

| AREA # | | | | | |
|--------------------------|-----------------------------|---------------------------------------|-------------|--|--------------------------------------|
| Material | APPROX. NO. OF UNITS | UNIT PRICE SUPPLY AND DELIVERY | UNIT | TOTAL COST BASED ON (APPROX. NO. OF UNITS X UNIT PRICE) | Location of material / gravel |
| Traffic gravel (Class A) | | \$ | tonnes | \$ | |
| C / Base | | \$ | tonnes | \$ | |
| 3/4” Down Limestone | | \$ | tonnes | \$ | |
| 2” Down Limestone | | \$ | tonnes | \$ | |

If more room is required, please fill out multiple Appendix “A” sheets and attach with this RFQ.

Appendix “B”

If more options are available (i.e. different locations of pits) please fill out the below forms for each option along with the area it may pertain.

If there are materials that the bidder is **NOT** able or willing to supply, please specify this with a **N/A** in the column “**UNIT PRICE SUPPLY AND DELIVERY**”. Please do not leave blank.

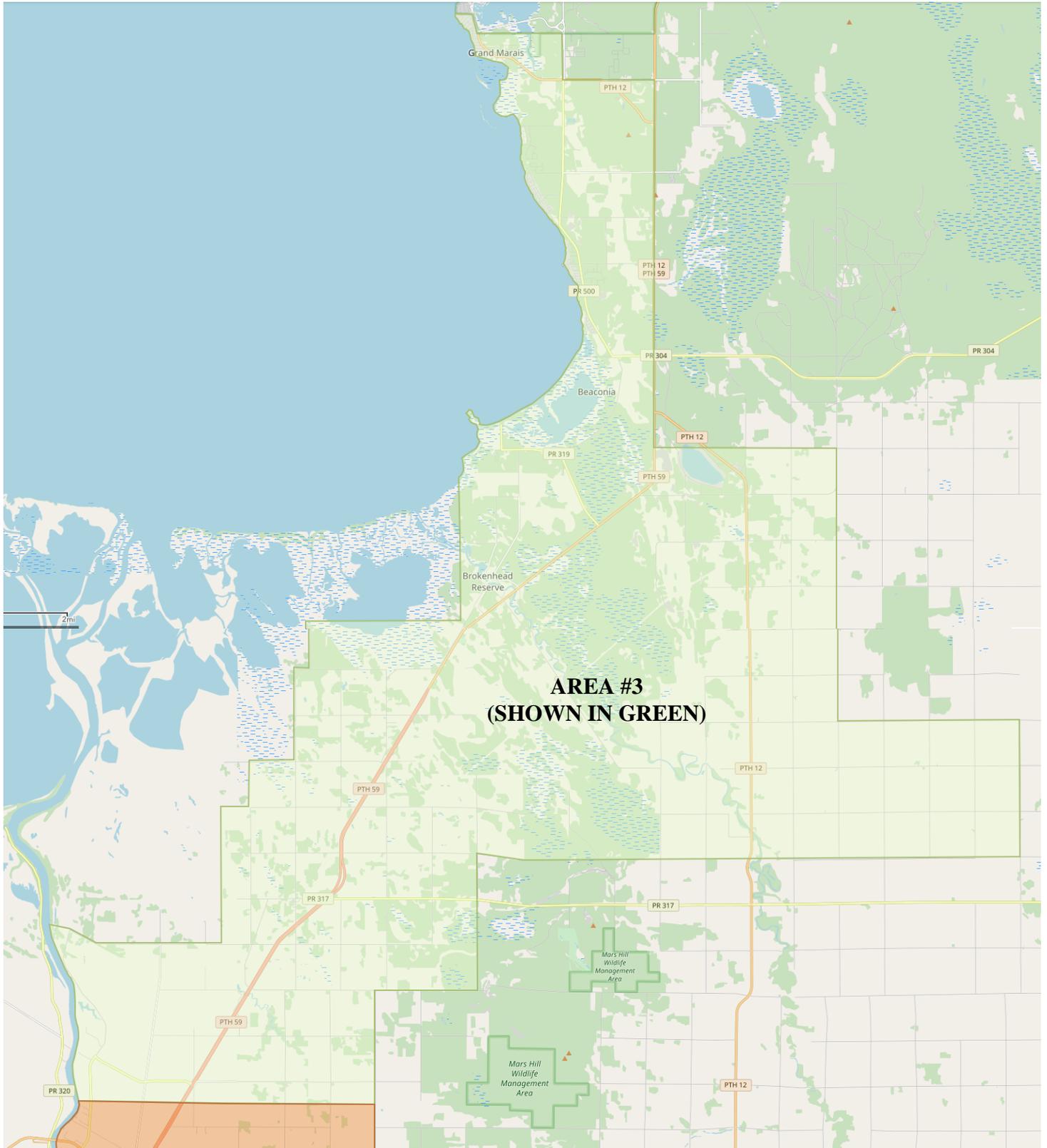
| PICKUP PRICE | | | |
|--------------------------|----------------------------|-------------|--------------------------------------|
| Material | UNIT PRICE (PICKUP) | UNIT | LOCATION OF MATERIAL / GRAVEL |
| Traffic gravel (Class A) | | tonnes | |
| C / Base | | tonnes | |
| 3/4 Down Limestone | | tonnes | |
| 2” Down Limestone | | tonnes | |

| PICKUP PRICE | | | |
|--------------------------|----------------------------|-------------|--------------------------------------|
| Material | UNIT PRICE (PICKUP) | UNIT | LOCATION OF MATERIAL / GRAVEL |
| Traffic gravel (Class A) | | tonnes | |
| C / Base | | tonnes | |
| 3/4 Down Limestone | | tonnes | |
| 2” Down Limestone | | tonnes | |

| PICKUP PRICE | | | |
|--------------------------|----------------------------|-------------|--------------------------------------|
| Material | UNIT PRICE (PICKUP) | UNIT | LOCATION OF MATERIAL / GRAVEL |
| Traffic gravel (Class A) | | tonnes | |
| C / Base | | tonnes | |
| 3/4 Down Limestone | | tonnes | |
| 2” Down Limestone | | tonnes | |

If more room is required, please fill out multiple Appendix “B” sheets and attach with this RFQ.

Appendix “C” (continued)



END OF TENDER DOCUMENT