

Phone: (306) 567-3103 Fax: (306) 567-3266

Email: <u>rm253@sasktel.net</u> Website: rmwillner.com Box 250 Davidson, SK S0G 1A0

# GRAVEL CRUSHING & STOCKPILING TENDER #GR01/2025

Tender Release:

January 6, 2025

Tender Closing:

12:00 p.m. (CST), February 12, 2025

# Contact:

Michelle Bublish Administrator (306) 567-3103 rm253@sasktel.net



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### 1. Instruction to Bidders

# 1.1 Scope

The R.M. of Willner, No. 253 is requesting bids from interested parties wishing to custom crush 3/4 inch standard road gravel and stockpile the material in the Saskatchewan Highways Pit located at SE 13-28-29 W2 in the RM of McCraney, No. 282.

The Scope of Work is to crush approximately 30,700 cubic yards of 3/4 inch gravel in size to road standard specifications. This crush is to be completed by July 1, 2025. Note that a Penalty may apply if the target date is not met. The successful Bidder shall be responsible for providing equipment and labour.

A full listing of applicable equipment to be used for completion of the gravel crush is required with the bid along with a copy of valid liability, third party insurance with a minimum of \$3,000,000.00 coverage.

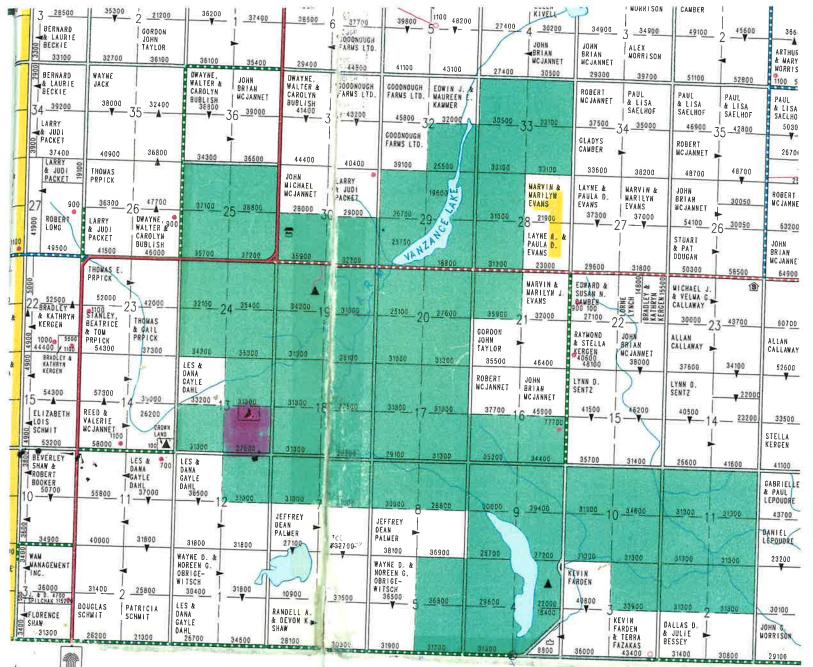
The crush is to fully deplete the existing open pit area prior to stripping and opening of any new aggregate pit area. No expansion of the open pit area or stripping of a new open area is allowed without the prior written consent of the municipality.

The RM reserves the right to access samples of the crushed gravel or have their contracted Professional Engineer access samples, with same to be tested at the cost of the RM.

The measurement and payment of the bid term will be based on the Volume Report by the RM's contracted Professional Engineer, with a view to identifying the number of cubic yards. The volume provided by the Professional Engineer will be an "In Place Volume" with no shrinkage.

### 1.2 Submission

Sealed Bids marked "Tender #GR01-2025 – February 12, 2025 Gravel Crushing" will be received until 12:00 p.m. CST, Wednesday, February 12, 2025 at the office of the Rural Municipality of R.M. of Willner, No. 253, at 101 Lincoln Street, Davidson, Sask. Tenders will be opened publicly at the Regular meeting of council to be held on Thursday, February 13, 2025 commencing at 1:00 p.m.



₩ RGE. 29

TO DAVIDSON

R.M. OF ARM RIVER NO. 252

RGE. 28

RM of Mc Crancy # 282

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Bids shall be submitted on the separate Bid Form as provided complete with the bidder's legal status and business address shall be disclosed. The Bidder shall provide a price for each item of Work identified in Section 2 Bid Form; the work shall be measured and paid for on a unit price basis. The unit prices shall exclude the Goods and Services Tax, which shall be an extra where applicable in the total bid price. **The Owner reserves the right to reduce the said approximate quantities up to 20%.** The Bid Form shall be signed by a duly authorized official and in the case of a corporation shall be sealed with the corporate seal.

A bid bond or certified cheque in the amount of 10% of the total bid price shall accompany each bid. Include with the bid form a letter from a Surety agreeing to provide the required bonds. Late submissions or faxed bids will not be accepted, all bids will be opened publically immediately on the commencement of the meeting scheduled for Thursday, February 13, 2025 at 1:00 p.m.

# 1.3 Inquiries

All inquiries prior to closing of bids are to be directed to:
Michelle Bublish
Administrator
(306) 567-3103
rm253@sasktel.net

#### 1.4 Tender Bids

Bids shall be at a flat rate per cubic yard of the specified amount of 30,700 cubic yards of 3/4 inch road gravel. All applicable GST shall be written down separately.

### 1.5 Limitation of Damages

The Bidder waives any claim for loss of profits, overhead expense, liabilities, costs, expenses, loss or damage incurred, sustained or suffered by themselves prior or subsequent to or by reason of the acceptance or the non-acceptance by the R.M. of any tender bid or by reason of any delay in the acceptance of a quotation, or matters in respect of the competitive process, except as provided in the tender bid.

### 1.6 Errors & Omissions

It is understood, acknowledged and agreed that while this Request for Tender includes specific requirements and specifications, and while the R.M. has used considerable efforts to ensure an accurate representation of information in this request, the information is not guaranteed by the



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R.M. to be accurate nor necessarily comprehensive or exhaustive. Nothing in the request is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Request for Tender. There will be no consideration of any claim, after submission of Tender, that there is a misunderstanding with respect to the conditions imposed by the contract.

#### 1.7 Indemnification

The successful Bidder will, at all times, indemnify and save harmless the R.M., their officers, employees, and agents from and against all claims, demands, losses, costs, damages, action, suit or other proceedings made, sustained, brought or prosecuted that are based upon, or caused in any way by anything done or omitted to be done by the Bidder or any of its officers, directors, employees, or agents in connection with the services performed, purportedly performed or required to be performed by the Bidder under this Request for Tender and subsequent agreement.

#### 1.8 Award

The R.M. reserves the right to accept or reject any or all tender(s), to negotiate with the Successful Bidder(s), split the award or to waive irregularities and omissions, if in so doing the best interests of the R.M. will be served. No liability shall accrue to the R.M. for its decision in this regard. Any bid or any part of any bid will not necessarily be accepted. The lowest bid does not necessarily constitute an award. The R.M. is not obligated to award a contract to any Bidder pursuant to this Request for Tender.

# 1.9 Laws & Regulations

The Successful Bidder shall comply with the relevant federal provincial and municipal statues, regulations and by-laws pertaining to the work and its performance. The Successful Bidder shall be responsible for ensuring similar compliance by its suppliers and sub-contractors (if applicable). The contract shall be governed by and interpreted in accordance with the laws of the Province of Saskatchewan.

# 1.10 Workplace Safety

Within 48 hours of Council approval and prior to signing the contract, the Successful Bidder shall provide the R.M. with a copy of a Letter of Good Standing from WCB. It is the responsibility of the Successful Bidder to maintain good standing throughout the duration of the Project.



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### 1.11 Sub-Contractors

The Contractor shall not assign or sub-let the Contract or any part thereof or any benefit of interest therein or there under, without the prior written consent of the R.M. The Contractor shall be held as fully responsible to the R.M. for the acts and omission of its sub-contractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

# 1.12 Liability Insurance

The bidder shall provide evidence of sufficient liability insurance coverage with the bid form (minimum of \$3,000,000.00).

## 1.13 Tender Deposit

A bid deposit shall be in the form of a bid bond, certified cheque, or bank draft made payable to the R.M. of Willner, No. 253, in the amount based on 10% of the initial awarded contract.

#### 1.14 Schedule of Items and Prices

Prices shall be submitted in Canadian Funds with the Goods and Services Tax, if applicable, shown separately. Product delivery shall be FOB destination.



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# 2. Bid Form

I/We.

Propose and agree to perform the following work for the R.M. of Willner, No. 253 and to comply with the Municipal Council wishes throughout.

1. For the crushing of 30,700 cubic yards of 3/4 inch road standard gravel to be completed by July 1, 2025.

At a flat rate of \$ per cubic yard plus GST

2. Please provide a price on Stripping (may or may not be required)

At a flat rate of \$ per hour plus GST

- Within 48 hours of Council approval and prior to signing the contract the Successful Bidder shall provide the R.M. with a copy of a Letter of Good Standing from WCB. It is the responsibility of the Successful Bidder to maintain good standing throughout the duration of the Project.
- 4. This contract will be completed by July 1, 2025.
- 5, All personnel, on site employees, and contractors must have such training as may be required by Provincial or Federal Legislation to perform their duties in this environment.
- 6. The contractor will be responsible for the cost of any failed and any subsequent gravel tests. Failure to meet standard may render this contract void. Payment will not be made on substandard material.
- 7. It is highly recommended that the contractor use a conveyor scale to assist in proper calculation for quantity verification and that the council or its designate is on site when scale is set to zero at the start of crushing operation.
- 8. Crushing is required on short notice. If the contractor has not moved into the pit to commence crushing at the agreed time (commencement June 1, 2025 completion by July 1, 2025), a penalty of \$1,000 per day will apply. Council reserves the right to make allowances for extenuating circumstances as deemed by their decision.



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### 9. Please note:

### Measurement and Payment

- 1.1 The measurement and payment of the bid term will be based on the Volume Report by the RM's contracted Professional Engineer, with a view identifying the number of cubic yards. The volume provided by the Professional Engineer will be an "In Place Volume" with no shrinkage.
- 1.2 The RM shall within thirty (30) days on the Engineer's Volume Report make payment of the account.
- 1.3 When final payment has been made, the Contractor shall by his acceptance of same, have acknowledged the payment in full of all monies due under this contract in any way arising.
- 10. The lowest or any tender will not necessarily be accepted.

I/We		
Have read and agree to the above terms ar	nd conditions.	
Signature:	Date:	
Address:	Phone:	
2		

Return to: Michelle Bublish, Administrator Box 250, Davidson, S0G 1A0 (306) 567-3103 rm253@sasktel.net