

## Tender

*for*

# Gravel Crushing

Tenders will be received for the crushing and stockpiling of approximately 60,000 cubic yards of gravel.

40,000 yards at 7/8" **crush** **minimum 24" rock crushing jaw**

Pit Location: Private Pit: SE-31-09-24-W2

**20,000 yards at 7/8" crush minimum 24" rock crushing jaw**

Pit Location: Municipal Pit: SW-05-10-24-W2

Crushing to start as soon as possible.

Tenders must be in the hands of the Administrator by 12:00 noon on Tuesday, December 7<sup>th</sup>, 2021.

Inquiries can be directed to the municipal office at 203 Main Street, Avonlea, Saskatchewan or call (306)868-2221 or [rm.100@sasktel.net](mailto:rm.100@sasktel.net)

*The R.M. of Elmsthorpe #100 reserves the right to reject any/all tenders.*

**R.M. of Elmsthorpe No.100**

P.O. Box 240  
Avonlea, Saskatchewan S0H 0C0

Phone (306) 868-2221 Fax (306)868-2040  
Email [rm.100@sasktel.net](mailto:rm.100@sasktel.net)

# Tender Package

## Gravel Crushing/Stockpiling

R.M. of Elmsthorpe No.100

### Instructions to Bidders

#### **1. Location of Pits/Yardage**

Private Pit: SE-31-09-24-W2 40,000 yards 7/8" Road Gravel

Municipal Pit: SW-05-10-24-W2 20,000 yards 7/8" Road Gravel

Site Inspection: It is the responsibility of the contractor to inspect the site conditions to perform the job at the quality that the RM requires. Please contact the RM Shop to schedule a site inspection (306)868-2211.

#### **2. Preparation of Tenders**

Tender must be made on the standard tender bid form provided with the tender package. Each bidder shall specify on the tender bid form the pertinent unit price or hourly price in figures for each item listed. The bidder shall also state if a fuel surcharge will be charged. The bidder shall supply all supervision, labor, materials, equipment, tools and anything else necessary to complete the work. Include a list of equipment/machinery that will be used to complete the project. The bidder shall also attach a certificate of insurance showing no less than a two million-dollar (\$2,000,000.00) liability, three (3) business related references from previous clients and a WCB (Worker's Compensation Board) letter of good standing. The bidder shall sign, seal and date tender. The costs of submitting a complete tender bid will be the responsibility of the bidder. Cost of any additional insurance or special coverage will be considered as an incidental expense and no direct compensation will be made thereof. Insurance shall not be cancelled by the successful bidder at any time during execution of crushing contract.

#### **3. Tender Acceptance**

The Municipality reserves the right to refuse to accept any or all tenders, and the lowest tender will not necessarily be accepted. No contract will be awarded except to responsible bidders capable of performing the class of work completed. The following are reasons for which tenders may be rejected:

- If the bid is not on the tender bid form.
- If the tender is not signed.
- If the tender bid form does not show price for every contract item.
- If there are any unauthorized additions or erasures or irregularities of any kind which tend to make the tender incomplete, indefinite or ambiguous as to its meaning.
- List of equipment is not supplied.
- WCB letter of good standing is not included.
- Certificate of Insurance is not included.
- References are not included.

Council reserves the right to consider tenders with minor omissions provided that the bidder, if successful in the tender awarding, can rectify the omission within five (5) days of the tender being awarded.

The Municipality reserves the right to cancel the acceptance of any tender at any time before the execution of the contract by all parties without any liability against the Municipality.

**4. Delivery of Tenders**

Tenders must be submitted to the RM of Elmsthorpe No.100 by 12:00 noon Central Standard Time on Tuesday December 7th, 2021. Tenders will be accepted by the following means:

**SEALED** envelope plainly marked "Tender for Gravel Crushing" and addressed to the RM of Elmsthorpe No. 100, Box 240, Avonlea, Sask. S0H 0C0;

**FAXED** with the cover stating "Tender for Gravel Crushing" to 306-868-2040;

**E-MAILED** with the subject line in the email states "Tender for Gravel Crushing" to [rm.100@sasktel.net](mailto:rm.100@sasktel.net)

Tenders received after the time and date specified will not be considered.

Oral and telephone tenders will not be considered. Oral and telephone Modifications to submitted tenders will not be considered. Modifications will only be accepted by the means noted above.

**5. Opening of Tenders**

Council will meet on December 9th, 2021 at the regular meeting of Council where the tenders will be opened.

**6. Commencement & Completion of Work**

Submit a projected start and completion date. The Contractor must provide the RM with continuous work and completed as quick as is practical.

**7. Measurement**

The measurement and the payment of the bid shall be based on the volume verified by an independent surveyor. The surveyor shall be a third party drone surveyor or a physical survey measurement. Final payment will be based on the surveyor's measurement. The municipality will not pay for reject rock.

**8. Manner of Payment**

**Progress Payments:** The contractor may submit invoices for payment monthly the Monday before the regular council meeting, which are held the first Wednesday of every month.

**Final Payment:** A mandatory holdback of 20% will be in place until Council is satisfied that the contractor has met all the criteria. Council will release the 20% holdback once final inspection is complete and the independent surveyor's measurement has been received.

**9. Award of Contract**

The successful bidder will be required to sign the Contract Agreement. If the successful bidder refuses or neglects to sign the Contract Agreement within seven (7) days after the notice that the bidder has been successful in procuring the job, the Municipality reserves the right to cancel the tender and award it to the next bidder considered appropriate by the Municipality.

**Tender Bid Form**

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ email: \_\_\_\_\_

I agree to the above tender conditions and hereby submit the following tender:

Mobilization Price: \_\_\_\_\_

Stripping Price/hr: \_\_\_\_\_

Crushing Price/yd: \_\_\_\_\_

Screening Price/yd: \_\_\_\_\_

Fuel Surcharge: \_\_\_\_\_

Start Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Include with bid:

- Equipment List
- Certificate of Insurance
- References
- WCB Letter of Good Standing

\_\_\_\_\_  
Name of Individual, Partnership or  
Corporation

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Name of Authorized Signing Officer (Print)

CORPORATE SEAL

\_\_\_\_\_  
Signature of Authorized Signing Officer

DATED AT \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021

BETWEEN

THE RURAL MUNICIPALITY OF ELMSTHORPE NO. 100

hereinafter known as

“the RM”

AND

hereinafter known as

“the Contractor”

**CONTRACT AGREEMENT**

WHEREAS the RM requires services from a contractor for 2021/2022 Gravel crushing;

AND WHEREAS the Contractor is prepared to offer these services to the RM;

NOW THEREFORE this Agreement witnesseth as follows:

1. The Contractor agrees to provide the services related to the Gravel Crush of the Rural Municipality of Elmsthorpe No.100;
2. The RM shall pay the Contractor monthly as required following the regular council meetings;
3. The Contractor shall submit invoices;
4. The Contractor agrees to a gravel pit measurement following the completion of the gravel crush. The RM agrees to pay the Contractor an overage of not more than 10,000 cubic yards. The Contractor agrees to crush 60,000 cubic yards of 7/8” road gravel and agrees to abide by the amount of the gravel measurement. The gravel pit measurement shall be carried out by a Contractor hired and paid for by the Rural Municipality of Elmsthorpe No.100.
5. The Contractor will provide all equipment and labour necessary and perform all the work described in Tender Package document. The Contractor agrees to remain in good standing with the Saskatchewan Workers Compensation Board for the duration of the crush.
6. The Contractor shall indemnify and save the RM harmless from any and all claims against the Contractor arising out of the performance of the Contractor’s services under this agreement.
7. The Gravel Crush shall be commenced as close to the date indicated on the tender bid and shall be completed as quickly as practical. The Contractor shall not be responsible for delays due to Acts of God.
8. The terms of this agreement may only be amended in writing signed by both parties. Notwithstanding anything herein contained, the RM or the Contractor may for any reason cancel and terminate this agreement upon giving the other party ten (10) business days written notice of such cancellations and termination. In the event that the RM terminates this agreement the Contractor shall have no claim against the RM for damages or compensation of any kind whatsoever except as set out in this agreement. Upon termination or cancellation of this agreement the Contractor shall immediately cease to exercise any rights and privileges granted to it by the terms of this agreement.
9. The parties to this agreement acknowledge that the Contractor has been awarded the Gravel Crush contract for the RM for the year 2021/2022.
10. This agreement is governed by the laws of the Province of Saskatchewan.

Executed under seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Signed, sealed and delivered in the presence of**

	)	
<b>For the Contractor</b>	)	_____
	)	<b>Contractor Signature</b>
	)	
<b>For the RM</b>	)	_____
<b>Tim Forer</b>	)	<b>Reeve</b>
<b>Jaimie Paranuik</b>	)	_____
	)	<b>Administrator</b>