

RURAL MUNICIPALITY OF CLAYTON NO. 333

BOX 220, HYAS, SK S0A 1K0

Ph: 306-594-2832
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Tender No.: RM333-2025-003 Gravel Crush & Stockpile Tender

The Rural Municipality of Clayton No. 333 is accepting tenders from qualified contractors for a one (1) year gravel crushing contract in the Municipality beginning in 2025. There may be a possible extension of up to two (2) additional years upon successful completion of the 2025 gravel crush and stockpile. Council may entertain crushing bids on one or all gravel pits as well as a multi-year crushing project with yearly invoices being submitted to the Municipality.

All tender bids must be sealed and received in the Municipal Office in Hyas, SK by April 7, 2025 at 10:00 am local time. Tender details are included in the RM's Tender No. RM333-2025-003 Gravel Crush & Stockpile Tender Document and Bid Form.

Tenders will be opened and considered at the April Regular Meeting of Council.

LOWEST OR ANY TENDER WILL NOT NECESSARILY BE ACCEPTED.

Dated this 28th day of February, 2025.

Tanya Papp
Administrator
Rural Municipality of Clayton No. 333

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INSTRUCTIONS TO BIDDERS

1. Tender Submission

- a. Tender bids, marked "**Gravel Crush & Stockpile Tender**", will be received until April 7, 2025 at 10:00 a.m. local time at the Rural Municipality of Clayton No. 333 Municipal Office. Tender bids shall be filed on the attached tender bid form and may be submitted by the following means:
 - i. **Mailed** in a sealed envelope to:

Rural Municipality of Clayton No. 333
Box 220,
Hyas, SK
S0A 1K0
 - ii. **Delivered** to the Municipal Office located at 113 - 1st Avenue North, Hyas, SK during the regular office hours of Monday to Thursday from 9:00 a.m. to 4:00 p.m. The documents must be in a sealed envelope labelled with the words "**Gravel Crush & Stockpile Tender**".
 - iii. **Emailed** to rm333@sasktel.net with the subject line stating "**Gravel Crush & Stockpile Tender**".

2. Tender Close, Withdrawal and Opening

- a. Tenders received after the date and time specified in Clause 1.a shall not be considered.
- b. Tenders shall be opened and considered at the April Regular Meeting of Council currently scheduled for April 9, 2025.
- c. A Bidder may withdraw their tender, without prejudice to himself, at any time up to 9:00 a.m. on the opening day of the tenders. Withdrawal of tender must be submitted to the Municipal Office in writing by the means noted in Clause 1.a

3. Tender Limitations

- a. Oral and telephone tenders will not be considered.
- b. Oral and telephone modifications to submitted tenders will not be considered. Modifications will only be accepted in writing prior to the tender deadline and by the means noted in Clause 1.a.
- c. It is the responsibility of the Bidder to inspect the project areas and complete the tender documents in the required form. Site visits can be coordinated through the Municipal Office if required.

4. Tender Evaluation

- a. No contract shall be awarded to any Bidder who, in the judgement of the Municipality, 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.
- b. The Municipality 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.
- c. In evaluation of tenders the Municipality may, but is not obligated to, consider previous or on-going disputes from other contracts, with a Bidder.

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5. Tender Acceptance

- a. The Municipality reserves the right to:
 - i. Accept or reject any or all tenders without stating reasons. Any tender may be rejected which is incomplete, obscure, conditional, illegal, illegible or irregular;
 - ii. Award or reject a tender based on past working history with a contractor or sub-contractor, and to accept a tender which the Municipality deems to be in its own best interests;
 - iii. Negotiate at the time of the acceptance, with the lowest Bidder only, for a lower tender price, or for the removal from the tender of qualifying conditions, or both;
 - iv. Negotiate with the successful Bidder for a crushing price, if the contract is extended by mutual agreement of both parties pursuant to Clause 14;
 - v. Split the tender award; and
 - vi. Cancel the acceptance of any tender at any time before execution of the contract by all parties without any liability against the Municipality.
- b. The lowest tender will not necessarily be accepted. The Municipality is not obligated to award a contract to any Bidder pursuant to the Request for Tender.
- c. The Bidder agrees that their tender is to continue open to acceptance and irrevocable for thirty (30) days of the date of the tender closing, whether any other tender has been accepted or not.
- d. No action of the Municipality other than a written "Tender Acceptance", as per Section 10 of the Tender Bid Form, shall constitute an acceptance of a tender

6. Tender Award

- a. Council thanks you in advance for your tender; however only those awarded the contract will be contacted.

7. Tender Bids

- a. All tender bids shall include the following information, and filed on the attached tender bid form which shall become part of the binding contract:
 - i. **Gravel Crush:**
 1. Crushing price per cubic yard (per gravel pit if applicable);
 2. Crushing price with and without primary jaw;
 3. Mobilization costs (if applicable); and
 4. Fuel or any other surcharge.
 - ii. **Equipment:** A listing of the type of equipment and machinery to be used for the completion of the gravel crush along with a copy of a valid insurance policy must be provided.
 1. The Contractor shall, at no cost to the Municipality, adequately insure all vehicles and equipment used and required to perform the work.

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- iii. **WCB:** A copy of an up-to-date clearance or letter of good standing with the Saskatchewan Workers' Compensation Board shall be included with the tender submission.
 - 1. The Contractor shall be registered in good standing with the Saskatchewan Worker's Compensation Board.
- iv. **Insurance:** Proof of General Liability and Property Damage insurance, for no less than the amount of \$2,000,000.00, shall be included with the tender submission.
 - 1. The Contractor is required to obtain Comprehensive General Public Liability coverage with limits of not less than \$2,000,000.00 per occurrence or incident. The policy must name the Rural Municipality of Clayton No. 333 as an additional insured in respect of all matters associated with the contract and will protect the Municipality in respect of any and all claims arising directly or indirectly as a result of the contract. Coverage must include bodily injury, death and property damage, including loss of use thereof and shall not have a deductible that exceeds \$500.00.

Prior to the Contractor beginning work for the Municipality, a Certificate of Insurance must be provided to the Municipality. Prior to termination of such coverage, the insurer must notify the Municipality of the date of termination. Upon renewal of the policy, the insurer will provide an updated Certificate to the Municipality.

8. Project Specifications

a. **Gravel Pit locations** may include but are not limited to:

- i. Hick's Pit – NE 24 34 01 W2
- ii. Tim's Pit – NE 36 35 01 W2
- iii. Dale's Pit – SE 31 36 01 W2
- iv. Swan Plain Pit – NE & SE 30 36 01 W2
- v. Other gravel pits, as required

b. **Gravel Crush**

- i. In a typical year, the Municipality crushes approximately 40,000 – 50,000 cubic yards of road gravel from multiple gravel pit locations as listed above.
- ii. **For the 2025 year, aggregate specifications are approximated as follows:**
 - 1. **Hicks' Pit - approximately 10,000 cubic yards** of 1" crushed road gravel (gravel is to be 7/8" size and shall be no smaller than 3/4" and no larger than 1" in diameter).
- iii. All amounts above are approximate and dependent on availability of suitable material in the pit; Quantities and sizes of gravel will be reviewed yearly by Council. Adjustments may be made to have the total yardage crushed throughout the pits.
- iv. The Contractor is responsible for meeting the above quality and quantity specification. The Municipality will not pay for reject rock or substandard material. The Municipality will supply personnel for quality control assurance but reserves the right to hire a third party to perform these duties.

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- v. The Municipality reserves the right to crush up to an additional two (2) years of gravel and stockpile aggregate as needed.
- vi. The Municipality is responsible for snowplowing if needed and is responsible for road maintenance and gravel extraction fees with the neighbouring municipality unless other agreements are made with the Contractor.
- vii. The Municipality is responsible for all stripping and reclamation.

c. General

- i. The Municipality reserves the right to add or delete a portion or portions of the work from the original estimated amounts, without a change to the unit price. The Municipality does not guarantee the cubic yards of gravel crushed.
- ii. At the discretion of the Municipality, gravel and stock piles may be scaled, satellite or drone measured. Loads may be periodically weighed or measured. The difference in the piles will be compared to the cubic yards billed for gravel loading and hauling.

9. Commencement and Completion of Work

- a. Time will be of the essence of the contract made with the successful bidder and the Contractor will be required to comply strictly with the dates specified, subject to the terms of the contract.
- b. Contract to be completed as follows:
 - i. Crushing must be completed by July 1st of each year unless otherwise mutually agreed upon;
 - ii. A penalty of \$500.00 per day may be imposed by the Municipality for each day that the Contractor fails to comply with these deadlines.

10. Labour, Material & Equipment

- a. The Contractor shall supply all supervision, labour, materials, equipment, tools, and all other things necessary for the complete supply of the work as indicated or intended by the specifications which form part of this document.
- b. The unit price shall include the supply of all supervision, labour, materials, equipment, tools, and all other things necessary for the complete supply of the work.
- c. Due to the sensitive location of the gravel pits, Council reserves the right to ban equipment and machinery from the pit that is not in good repair (i.e. oil leaks). Fuel storage will not be allowed in the pit areas.
- d. All equipment must be clean and free of debris which may cause the spread of noxious or invasive weeds.
- e. The Contractor shall be responsible for *Occupational Health and Safety Regulations*.

11. Sub-Contractors

- a. Bidders who propose to sub-contract any portion of the work shall list any Sub-Contractors they propose to engage with the description of the sub-contracted work. Where a Sub-Contractor(s) is not identified, it will be interpreted that the Bidder proposed to execute that portion of work with the Bidder's own work force.

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12. RM Payment Process

a. Gravel Crushing Invoices:

i. All invoices shall contain the following information:

- Date;
- Quantity and size of gravel crushed;
- Name of the gravel pit location of the crush;
- Quantified use of a breaker jaw;
- Picture of scale weight; and
- Mobilization fees.

b. Hold Back:

i. A mandatory 10% hold back shall be kept from each payment. A progress payment of 90% will be approved by the Municipality at Council Meetings.

c. Final Payment:

i. The hold back pursuant to subsection 12(b), less any penalties if applicable, will be paid to the Contractor after proven job completion and approval by resolution of Council. Council may require quality control testing and/or a site inspection prior to releasing the hold back.

d. Invoices for payments are to be submitted only after the contract is completed and, in any event, no sooner than January 1st of the year of the stockpile.

e. Invoices and requests for payment must be received in the Municipal Office no later than the 48 hours prior to the Council Meeting.

f. All payments will be reviewed at Council Meetings and approved by Resolution of Council.

13. Goods & Services Tax

a. The tender unit price shall not include Goods & Services Tax.

14. Length of Contract

a. This tender shall be for a contract length of one (1) year, beginning in 2025, and may be extended for up to an additional two (2) years upon mutual agreement of both parties.

b. Council may entertain a two (2) year stockpile proposal with yearly payment arrangements.

15. Termination of Contract

a. This contract can be terminated by the Municipality on thirty (30) days written notice. The contract shall be subject to cancellation at any time without notice due to failure on the part of the Contractor to perform and observe any of conditions, covenants, or agreements within

b. The contract can be terminated by the Contractor with written notice given six (6) months prior to breaking of the contract.

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16. Contract

- a. If your signed tender is accepted by Council, the submitted tender will become a binding contract, with the instructions to form part of the contract.

17. Limitation of Damages

- a. 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 Municipality 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.

18. Errors & Omissions

- a. It is understood, acknowledged and agreed that while this Request for Tender includes specific requirements and specifications, and while the Municipality has used considerable efforts to ensure an accurate representation of the information in this request, the information is not guaranteed by the Municipality to be accurate, nor necessarily comprehensive or exhaustive. Nothing in the request is intended to relieve the Bidder 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.

19. Indemnification

- a. The successful Bidder will, at all times, indemnify and save harmless the Municipality, 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.

20. Laws & Regulations

- a. The Successful Bidder shall comply with the relevant federal, provincial and municipal statutes, regulations and bylaws 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.

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TENDER BID FORM

1. Company Information:

Full Business Name:			
Authorized Representative:			
Mailing Address:			
Phone:		Cell:	
Email Address:		Fax:	
GST #:		PST#:	

2. Projected Dates:

	Crushing
Commencement of Work	
Completion of Work	

3. List of the type of equipment and machinery, including size(s) of primary jaw, to be used for the completion of the gravel crushing:

4. Rural Municipality Work References:

Rural Municipality	Contact Person	Phone Number

5. List of Sub-Contractors:

6. Insurance Documents required to be Submitted with this Tender:

- An up-to-date letter of good standing with the Saskatchewan Workers' Compensation Board. Payment of SK WCB premium is the responsibility of the contractor.
- Proof of valid liability insurance.

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7. Bid prices:

Item	2025 - Price/Unit	2026 (Optional)	2027 (Optional)
Gravel Pit (specific one or all pits):			
Crushing (per cubic yard):			
Crushing with jaw (per cubic yard):			
Jaw size:			
Mobilization costs:			
Surcharges			
Other fees:			

8. Comments:

9. Declaration:

Business Name

Name of Authorized Representative

Name of Witness

Signature of Authorized Representative

Signature of Witness

Date

Date

10. Tender Acceptance:

Rural Municipality of Clayton No. 333 Signing Block (do not write in this area)	
<u>Tender Acceptance</u>	
The Rural Municipality of Clayton No. 333 hereby accepts the above Bid.	
Dated at Hyas, SK this _____ day of _____, 2025	
Resolution No.: _____	
_____ Signature of Reeve	[SEAL]
_____ Signature of Administrator	