
*Rural Municipality of Clayton No. 333
2025 Gravel Haul & Application Request for Proposal
Competition No. RM333-2025-004*

**Rural Municipality of Clayton No. 333
2025 Gravel Haul & Application Request for Proposal**

The Rural Municipality of Clayton No. 333 is accepting proposals from qualified Contractors for the loading, hauling and application of gravel in the Municipality for a one-year term, beginning in 2025, which may be extended for up to two (2) additional years upon mutual agreement of both parties.

All proposals must be received in the Municipal Office in Hyas, SK by April 7, 2025 at 10:00 am local time. Request for Proposal details are included in the Municipality's Competition No. RM333-2025-004 Gravel Haul & Application Request for Proposal Document and Bid Form.

Proposals will be considered at the Regular Meeting of Council scheduled for April 9, 2025.

Dated this 18th day of March, 2025.

Tanya Papp
Administrator
Rural Municipality of Clayton No. 333

INSTRUCTIONS TO BIDDERS

1. Proposal Submission

- a. Proposals shall be delivered by mail, email or in person to the Municipal Office until 10:00 a.m. on Monday, April 7, 2025.

Rural Municipality of Clayton No. 333
Box 220
113 – 1st Avenue North
Hyas, SK S0A 1K0
Email: rm333@sasktel.net

Each proposal must have "***Gravel Haul Proposal***" stated on the envelope or in the subject line for proposals submitted via email. Please note, the Municipal Office hours are Monday to Thursday from 9:00 a.m. to 4:00 p.m. except Statutory Holidays. Please check the municipal website (rm333.ca) or voicemail message for updates on office hours.

2. Proposal Close, Withdrawal and Review

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

3. Proposal Limitations

- a. Oral and telephone proposals will not be considered.
- b. Oral and telephone modifications to submitted proposals will not be considered. Modifications will only be accepted in writing prior to the proposal 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 proposal documents in the required form.

4. Proposal 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 proposals 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 proposal shall not be frivolous, irrelevant or malicious.

In evaluation of proposals the Municipality may, but is not obligated to, consider previous or on-going disputes from other contracts, with a Bidder.

5. Proposal Acceptance

- a. The Municipality reserves the right to reject any or all proposals without stating reasons. Any proposal may be rejected which is incomplete, obscure, conditional, illegal, illegible or irregular.
- b. The Municipality reserves the right to award or reject a proposal based on past working history with a contractor or sub-contractor, and to accept a proposal which the Municipality deems to be in its own best interests.
- c. The lowest proposal will not necessarily be accepted. The Municipality reserves the right to negotiate at the time of the acceptance, with the lowest Bidder only, for a lower proposal price, or for the removal from the proposal of qualifying conditions, or both.
- d. The Municipality reserves the right to cancel the acceptance of any proposal at any time before execution of the contract by all parties without any liability against the Municipality.
- e. The Bidder agrees that their proposal is to continue open to acceptance and irrevocable for thirty (30) days of the date of the proposal closing, whether any other proposal has been accepted or not.
- f. No action of the Municipality other than a written "Proposal Acceptance", as per section 9 of the Request for Proposal Bid Form, shall constitute an acceptance of a proposal.

6. Awarding of Proposal

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

7. Proposal Submissions

- a. All proposals shall include the following information, and filed on the attached proposal bid form which shall become part of the binding contract:
 - i. Dates of commencement and completion of gravel hauling and spreading;
 - ii. Equipment:
 1. A listing of the type of equipment and machinery to be used for the completion of the gravel haul along with a copy of a valid insurance policy must be provided.
 2. The Contractor shall, at no cost to the Municipality, adequately insure all vehicles and equipment used and required to perform the work.
 - iii. References from other Rural Municipalities;
 - iv. Insurance documents:
 1. 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 proposal submission. Payment of SK WCB premium is the responsibility of the Contractor.
 2. Liability Insurance:
 - A copy of or a letter of General Liability and Property Damage insurance shall be included with the proposal submission.
 - 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.

v. Bid Prices:

- Hauling price shall be stated in loaded cubic yard/mile;
- Size of load;
- Overhaul rate;
- Surcharges;
- Other fees, if applicable;
- Loading cost and any possible surcharges shall form part of the hauling price;

8. Project Specifications

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

- Tim's Pit – NE 36 35 02 W2
- Hick's Pit – NE 24 34 01 W2
- Dale's Pit – SE 31 36 01 W2
- Swan Plain Pit – NE 30 36 01 W2
- Other gravel pits, as required

b. The gravel may vary in size and be hauled from several pits in approximate amounts of 32,000 cubic yards over six divisions. All amounts are dependent on availability of material in the pit and distance from pit.

c. Prior to the commencement of the gravel haul, the Municipality will provide the gravel hauler with divisional gravel maps which will outline the amounts, locations and type of aggregate to be hauled.

d. Dust control sites exist throughout the Municipality, it is the responsibility of the hauler to be aware of these sites and not to gravel over them. In the occasion that a dust control site is graveled, the cost of the dust control application shall be deducted from the hold back, and returned to the owner of the property. The Contractor may be required to gravel the dust control sites prior to the application of dust suppressant.

e. If an overhaul is to be charged, the overhaul mileage shall be four (4) miles.

f. A minimum of three (3) trucks are required to be hauling at all times.

g. A gravel checker may be used, hired by the Municipality, to direct trucks regarding location and amount of gravel to be placed per mile. If less than three (3) trucks are provided, the cost of the checker shall be borne by the Contractor.

h. Gravel trucks must reduce speed to 60 km/hr when meeting vehicles on the road and going past farm yards. Gravel trucks must abide by Bylaw No. 2019-01 which establishes the speed of heavy trucks to be a maximum of 60 km/hr on municipal roads.

- i. Gravel trucks must be equipped with a company name or logo and/or unit numbers with a complete listing to be submitted to the Municipal Office prior to commencing the haul.
- j. Pursuant to municipal policy, gravel trucks must be equipped with proper municipal permits.
- k. The Contractor is responsible for providing a loader, preferably with a scale that has a valid certification within the last year.

9. General

- a. 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 hauled or applied.
- b. 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.
- c. Nothing in the terms described herein prohibit the Municipality from hauling gravel or other materials with its own equipment.
- d. 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 work for any day.

10. Labour, Material & Equipment

- a. The successful Bidder 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/or 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.

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.

12. 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. Hauling must be completed on or before August 31 of each year but may not start prior to the spring weight restriction end date; and

- c. 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 with exception to weather extensions. Rain day or weather extensions shall be added to the end of the contract date by written consent of both parties.

13. RM Payment Process

- a. Monthly Invoicing: The Contractor may submit invoices for monthly payment which must be received in the Municipal Office no later than the 48 hours prior to the council meeting.
- b. All invoices shall contain the following information:
 - Date of haul;
 - Proof of hauling quantities (copies of gravel tickets);
 - Quantity and size of gravel hauled;
 - Name of the gravel pit where the gravel was hauled from;
 - Location of where the gravel was spread (road number); and
 - Distance of the haul from the gravel pit.
- c. Final Payment: A progress payment of 90% will be approved by the Municipality monthly. A 10% hold back shall be kept from each monthly payment. This hold back, less any penalties if applicable, will be paid to the Contractor after proven job completion and approval by resolution of Council.

14. Goods & Services Tax

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

15. Successful Proposal

- a. If your signed proposal is accepted by Council, the submitted proposal will become a binding contract, with the instructions to form part of the contract.
- b. This proposal shall be for a contract length of a one (1) year term, beginning in 2025, which may be extended for up to two (2) additional years, upon mutual agreement of both parties.

16. 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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6. Bid prices:

| Gravel Hauling – Load, Haul, Spread | | |
|--|-------------------|----------------|
| Item | Price/Unit | Unit |
| Load & haul per load per mile: | | per cubic yard |
| Size of load: | | cubic yard |
| Overhaul rate (if applicable): | | per yard mile |
| Surcharge(s): | | |
| Other fees: | | |

7. Comments:

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8. Declaration:

 Business Name

 Name of Authorized Representative

 Name of Witness

 Signature of Authorized Representative

 Signature of Witness

 Date

 Date

9. Proposal Acceptance:

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