

TENDER DOCUMENT FOR RURAL MUNICIPALITY OF PINEY

Tender March 9, 2012

**Gravel Hauling and Loading from
Pit LS 7 + 10 Section 10-5-9EPM
&
Pit LS 8+9 Section 22-1-12EPM**

**R.M. OF PINEY
2012 GRAVEL HAULING AND LOADING**

INVITATION TO TENDER

The Rural Municipality of Piney is accepting tenders for the hauling of gravel to be deposited on Municipal roads throughout the RM of Piney from two pit locations at 10-5-9 EPM and 22-1-12 EPM. The material to be applied in one main haul beginning approximately June 15th, 2012, until completed. The Contractor is asked to supply a loader and operator.

The Contractor is to provide a minimum of 6 belly dump trailers.

The Rural Municipality of Piney invites quotations on the following:

Haul Aggregate material to various locations
Approximately 27,000 cubic yard miles from 10-5-9 EPM
Approximate numbers are +/- 20%
and
Approximately 45,000 cubic yard miles from 22-1-12 EPM
Approximate numbers are +/- 20%

Supply and operate a loader for loading material

Detailed tender packages complete with specifications and maps are available from the RM of Piney Municipal Office, 6092 Boundary Street, between the hours of 8:30 am to 4:30 pm (closed for lunch 12:00 to 12:45 pm), Monday to Friday. Packages may be faxed to interested parties upon request.

Completed tenders must be submitted by noon on Thursday, March 9, 2012 to:

Rural Municipality of Piney
Attention: Martin Van Osch, C.A.O.
PO Box 48
Vassar, MB R0A 2J0

Questions or concerns in respect to the tender can be directed to:

Ed Erickson
Public Works Supervisor
Phone: (204) 437-2284

**R.M. OF PINEY
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R.M. OF PINEY

2012 GRAVEL HAULING AND LOADING

SCOPE OF WORK

The work to be done under this Contract shall consist of the hauling of aggregate materials from the Sandilands pit located in 10-5-9EPM and the Piney pit located in 22-1-12EPM. The materials will be deposited on municipal roads. All material shall be hauled with a minimum of 6 belly dump trailers. The work is to be done between June 15, 2012 and July 31, 2012. The hauling will be continuous until completed, with the exception of weather.

SECTION I - INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF TENDERS

Each Tender must be submitted in a sealed envelope, in person or by mail, addressed to:

Rural Municipality of Piney
Attention: Martin Van Osch
PO Box 48
Vassar, MB
ROA 2J0

The outside of each tender must be clearly labeled:

"Tender for Municipal Gravel Hauling and Loading", submitted by_____.

The tender, 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 tenders shall include a bid bond or certified cheque equivalent to 10% of the total tender value of work tendered.

All inquiries and tender revisions prior to closing of tenders are to be addressed to:

Ed Erickson
Public Works Supervisor
Phone: (204) 437-2284
Fax: (204) 437-2556

2. CONTRACT COMMENCEMENT /COMPLETION

The Successful Bidder will be notified in writing of the decision of the RM of Piney to award the contract on, or about March 13, 2012. The commencement date will be June 15, 2012 to July 31, 2012. The contractor shall complete the entire project in accordance with the information contained within tender March 9, 2012. The contractor shall complete all work in a good and workman like manner.

3. INFORMATION TO BE INCLUDED WITH TENDER

The Bidder shall submit with its tender, on the prescribed forms attached hereto and forming part of the Tender Form, the following information:

- a. **Qualifications** - The Bidder shall give a list of previous or current work, similar in nature, scope, and value to demonstrate ability and experience to perform this work.
- b. **Sub-Contractors and Sub-Contractors (Materials)** - Bidders who propose to subcontract 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 proposes to execute that class of Work with the Bidder's own forces.
- c. **Equipment and Staffing Schedule** - The Bidder shall specify the type and quantity of equipment in first class working condition that the Bidder proposes to employ for hauling and stockpiling. The Bidder shall specify any similar equipment in first class working condition that the Bidder is prepared to employ "In Reserve" if directed by the C.A.O.

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 C.A.O. 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 Piney 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 Tender and shall become a part of the Contract.

7. TENDER CLOSE

The tendering period shall end at **NOON, Friday, March 9, 2012**, or at an extended time and date specified in a written notice.

8. WITHDRAWAL OF TENDER

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 TENDERS

Tenders shall be opened and recorded publicly at NOON Friday, March 9, 2012. Bidders are welcome to attend the next regular council meeting at which the contract will be awarded.

10. TENDER 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 TENDERS

The Owner reserves the right to reject 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.

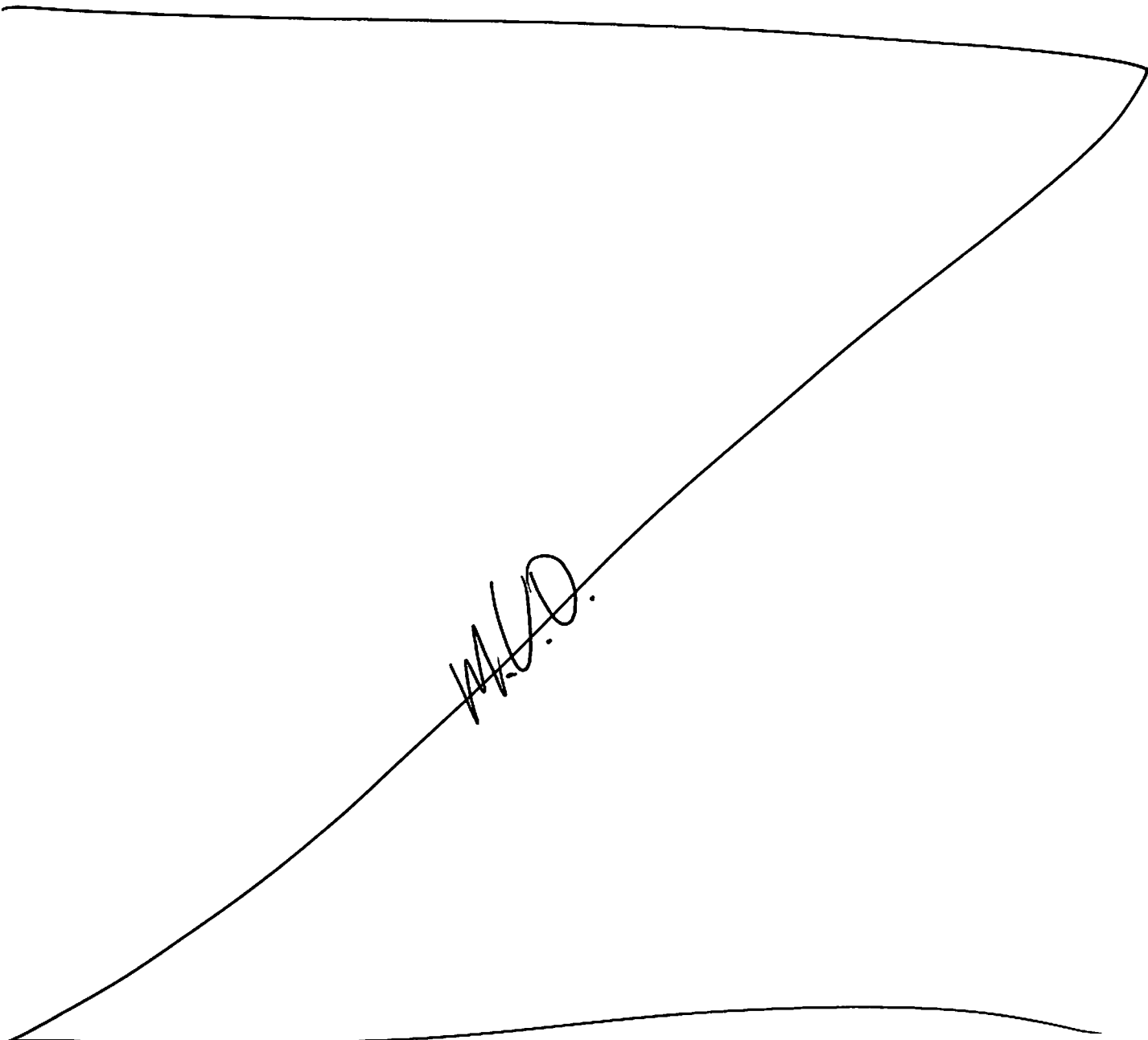


A handwritten signature, possibly reading "M. D.", is written across the page. The signature is enclosed within a large, hand-drawn, elongated oval shape that spans across the lower half of the page.

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 exclude 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.



M.D.

**R.M. OF PINEY
2012 GRAVEL HAULING AND LOADING**

SECTION II - Tender Forms

Schedule of Prices for Hauling, Loading and Delivery of Aggregate

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AREA	APPROX. NO. OF UNITS	UNIT PRICE	Extension
10-5-9 EPM	27,000 cu yd miles	\$	\$
22-1-12 EPM	45,000 cu yd miles	\$	\$
SUB-TOTAL			\$
GST 5%			\$
TOTAL BID PRICE			\$

I / We, _____

the undersigned, (having examined the invitation and instructions to Bidders and the definitions, conditions & specifications for performance of the Works for Tender March 9, 2012) 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.

SEAL OR WITNESS

BIDDER (Print)

DATE

BIDDER (Signature)

ADDRESS: _____

PHONE\FAX NUMBERS: _____

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2012 GRAVEL HAULING AND LOADING**

Section III - BIDDERS QUALIFICATIONS

STATEMENT OF EXPERIENCE IN SIMILAR WORK

Year	Description of Contract	For Whom Work Was Performed	Contact Name Contact Number	Value

Name of Bidder

**R. M. OF PINEY
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Section IV - SUBCONTRACTORS

Description of
Work

Subcontractor

Address

Name of Bidder

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Section V - EQUIPMENT AND STAFFING SCHEDULE

Specify each truck and type available for hauling and each type and size of loader available for loader.

Equipment for Hauling and Loading

Name of Bidder _____

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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 Piney".
- 2) The payment for load size shall be as measured by the Owner. The Owner reserves the right to request vehicles to proceed to a scale, and the Contractor will receive the applicable mile rate.
- 3) The contractor shall provide a minimum of 6 belly dumps on any day. The Owner shall notify the Contractor at the end of the business day what is required for the following day.
- 4) 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.
- 5) Each trailer will be measure to the trucks capacity by a representative of the Owner and Contractor. The haul capacity will be mutually agreed upon and will become the basis of the payment for each vehicle. If a capacity cannot be agreed upon, the Owner reserves the right to determine the haul capacity or terminate the contract. Haul distance shall be the shortest route from the pit to the worksite as agreed upon by the Owner and Contractor.
- 6) The Contractor shall provide a loader and operator, included in the Bid. All costs associated with the loader operation, including, but not limited to, fuel, wages, repairs, towing, taxes, etc., are the sole responsibility of the contractor and costs to be included in the Bid item for Hauling.
- 7) 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.
- 8) Work hours will normally be conducted between the hours of 7:00 am to 7:00 pm, Monday to Fridays.
- 9) 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.
- 10) The Owner will maintain the pit access road and if needed and at the discretion of the owner, grade the access road a maximum of once per day.
- 11) The Owner is responsible for supply gravel cards in duplicate, and to ensure that these cards are

initialed by an authorized Municipal employee every day. Gravel cards not initialed will not be eligible for payment.

- 12) The Contractor will submit gravel cards 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.
- 13) A penalty of \$500.00 per day 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.
- 14) Any amount of money deducted due to any failure described within Tender March 9, 2012 shall be treated as liquidated damages and deducted from the amount payable to the Contractor under this Agreement.
- 15) Nothing in the terms described herein prohibit the Municipality from hauling gravel or other materials with its own equipment.
- 16) This contract can be terminated by Owner 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.
- 17) This Contract may not be assigned by the Contractor without prior written consent of the Owner.
- 18) 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.
- 19) The Contractor shall comply with all instructions and regulations imposed by the RM of Piney or the Province of Manitoba in connection with the manner in which the Contractor shall carry out this contract.
- 20) The Contractor shall, at no cost to the Municipality, adequately insure all vehicles and equipment used and required to perform the work. Evidence of coverage must be provided to the Municipality prior to commencing work.
- 21) 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 Piney 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 the 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.
- 22) The Contractor shall be registered in good standing with Worker's Compensation Board.

END OF TENDER DOCUMENTS