

# R. M. OF SHERWOOD # 159

## 2019 Gravel Supply & Spreading



TENDER 19-01

### SECTION I INSTRUCTIONS TO BIDDERS

#### SCOPE OF WORK

The Work means the total construction required by the Contract Documents and includes all labour, material, equipment and services.

The work shall consist of supplying and spreading of traffic gravel as per the specifications and as per the locations identified on the 2019 Gravel Map. Gravel supply will be paid on a tonnage basis and shall include stripping of overburden at the pit, gravel screening and crushing, stockpiling, loading and hauling to the R.M. from the contractor's source pit, spreading of gravel on municipal roads will be a separate paid item per Division. Spreading of traffic gravel will require belly dump trailers only.

The contractor will be responsible for and obtain all permits, licences and certificates and pay all fees required for the performance of the Work which are in force at the date of tender closing. The contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, codes and order of all authorities having jurisdiction relating to the Work, to the preservation of the public health and construction safety which are or become in force during the performance of the Work.

#### 1. SUBMISSION

Sealed Bids marked **Tender 19-01 - 2019 Gravel Supply & Spreading** will be received until **2:00 PM CST, Thursday, January 31<sup>st</sup>, 2019** at the office of the Rural Municipality of Sherwood # 159 - 4400 Campbell Street, Regina, SK. S4W 0L3. Tenders will be opened publicly immediately thereafter in the Council Chambers. Bids will be accepted by fax (306-352-1760) up to the closing time of 2:00PM local time on Thursday, January 31<sup>st</sup>, 2019.

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 II 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 15%.** 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 publicly immediately after the Tender closing time.

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#### **2. INQUIRIES**

All inquiries prior to closing of bids are to be directed to:  
Garret Halbgewachs  
Manager of Public Works  
Phone: (306) 525-5237 ext. 229  
Email: garret@rmofsherwood.ca

#### **3. EXAMINATION**

Potential Bidders shall familiarize themselves with the extent of work expected, make themselves thoroughly acquainted with the requirements of the tender and obtain all information that may be necessary for the preparation of their bid and proper performance of the Contract.

#### **4. DISCREPENIES, OMISSIONS**

Prospective bidders finding discrepancies in, or omissions from the tender documents, or having any doubt as to the meaning or intent of any part thereof, should at once notify the manager of Public Works, who will send written instructions or explanations.

#### **5. ADDENDA**

Addenda, bulletins or corrections issued during the time of Tender Bid call will be done by fax and shall be included in the Tender submission and shall become part of the Contract.

#### **6. SUBCONTRACTING**

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.

#### **7. QUALIFICATIONS**

Each Bidder shall be prepared to submit the following information, on request of the R.M.:

1. Proof that he/she is incorporated or authorized to do business in Saskatchewan.
2. Proof of a valid Business License or Business Tax with the RM of Sherwood.
3. Proof that he/she is financially capable of carrying out the terms of the Contract.
4. Proof that he/she has successfully carried out Work, similar in nature, scope and value, or is fully capable of performing the Work required to be done in accordance with the terms of this Contract.

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5. Proof that his/her Sub-contractors (if applicable) have successfully carried out Work, similar in nature, scope or value, or is fully capable of performing the Work required to be done in accordance with the terms of this Contract.
6. Proof that Workers Compensation covers all persons who will be undertaking the Work or any portion thereof.
7. Proof of Insurance for no less than the amount of \$2,000,000.00.
8. Such other pertinent data as may be required by the Contract Administrator. Bidders shall provide, on request of the Contract Administrator, full access to any of the Bidder's facilities to evaluate the Bidder's ability to perform the Work.

The Bidder shall complete the Qualification Form, giving a list of previously completed work, similar in nature, scope and value, in enough detail to demonstrate his qualifications to undertake this Work.

#### **8. WITHDRAWAL OF BID**

A bidder shall be permitted to withdraw their bid unopened after it has been deposited if such request is received in writing by the Owner prior to the time specified for opening of bids.

#### **9. ACCEPTANCE OF BIDS**

Bids that contain any of the following irregularities may be rejected the discretion of the R.M.; unsigned, incomplete, conditional, arithmetic errors, additions not call for or alterations, and any bid which contains price adjustments or escalations for fuel. The Bidder agrees that his bid is to continue open to acceptance and irrevocable for thirty (30) calendar days.

#### **10. AWARD OF TENDER**

The R.M. may, at any time and without liability, withdraw from negotiations with any or all proponents and reserves the right to reject any or all bids. The lowest bid will not necessarily be accepted. No action of the R.M. other than a written "Notice of Award" with a Certified Resolution of Council shall constitute the acceptance of a bid. The successful bidder will be required to enter into an agreement with the R.M. of Sherwood using the CCDC 18 Civil Works Contract Agreement Form.

The R.M. will not be liable in any way for any costs incurred by proponents in replying to this Tender.

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#### **11. CONTRACT COMMENCEMENT / COMPLETION**

The successful bidder shall advise the RM seventy-two (72) hours (minimum) in advance of his/her crushing operations so that testing can be arranged and scheduled. The RM will pay for quality control testing however this shall not alleviate the contractor from his/her own testing or ensuring the material meets specification (3600 Traffic Gravel).

The contractor will be provided a minimum notice of 2 weeks to begin the spreading program. The commencement date will be April 18, 2019 or immediately after spring road restrictions have been lifted and must be coordinated with other Municipal activities. The Contractor shall complete the spreading of gravel on all roads by August 31, 2019. For the hauling of gravel to the Public Works Yard (13<sup>th</sup> Avenue just east of Pinkie Rd) 50% of the quantity listed in the Bid Form for Yard shall be delivered by May 1<sup>st</sup> with the remaining 50% delivered by July 1<sup>st</sup>.

#### **12. PERFORMANCE SECURITY**

The Owner requires that the successful bidder shall provide and maintain with the Owner, a Performance Bond in the amount of fifty percent (50%) of the total bid price in a form satisfactory to the Owner. This item shall be included in the bid prices for supply gravel, the successful bidder shall provide the required Performance Bond prior to the contract commencement date and shall remain in force until the date of Substantial Completion.

#### **13. MEASUREMENT AND PAYMENT**

The units to be measured and paid for shall be as identified on the Bid Form. Those quantities listed on Section II Bid Form are to be considered approximate only and are based upon a cubic yard of gravel weighing 2755 lbs. (1250 kg). The R.M. will use the said quantities for the purpose of comparing bids.

- a) The method of measurement for supplying gravel will be the actual metric tonnes as weighed over a scale prior to hauling and spreading. The total cost for spreading will be calculated as the actual tonnage X (times) the unit price for each Division as set out in the Bid Form.
- b) Payment for supplying, hauling and spreading will be at the unit price as shown on the Bid Form. The unit price for supplying gravel shall include all labor, materials and equipment to stockpile the gravel as per the specifications along with all costs for quality control. The unit price for spreading shall include all labor, materials and equipment to haul gravel from the contractor's stockpile in the pit and spread on the identified roadway at the rate as indicated and/or staked and shall include all costs to load, haul, spread each individual truckload of gravel and then return to the contractor's stockpile in the pit.

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- c) The contractor is to supply a scale for measuring the tonnage of each truck which is to haul and spread gravel to the R.M. The scale shall be certified prior to hauling and spreading operations and all trucks shall have the tare weight taken prior to hauling and spreading. The Truck drivers shall provide one copy of the tickets to the R.M. Manager of Public Works daily at the end of the day. The Manager will stake out the gravel spread on the roads prior to the hauling and spreading, the contractor must provide 48-hour notice prior to commencing hauling and spreading operations.
- d) At the end of the month the contractor shall provide an itemized invoice to the RM showing the road name (roads are listed as township or range roads), mile number (as shown on the maps) and tonnage hauled. Payment will only be made for the gravel after it has been hauled and spread on the RM roads. The RM will make monthly payments for gravel crushed and in the stockpile at the pit (maximum 75% of total quantity) provided that all tests meet the specifications.

#### **14. INSURANCE**

The Contractor shall, at no cost to the Municipality, adequately insure all vehicles used and required to perform the work. Evidence of coverage must be provided to the Municipality prior to commencing work. The Contractor is required to obtain Comprehensive General Public Liability coverage with limits not less than \$2,000,000.00 *per occurrence or incident*.

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.

#### **15. DAMAGE CLAIMS**

The manager of Public Works or his/her designate will investigate all claims for damage. The decision of the Owner's representative as to whether damage was foreseeable or unforeseeable shall be final and binding upon the Contractor. Where damage is caused to private property, the contractor shall promptly supply the RM of Sherwood specific information as to dates, time, location, type of equipment and other related information as requested by the Municipality, to assist in determining responsibility.

#### **16. OVERTIME AND HOLIDAYS**

The normal working days in this contract shall be Monday to Friday from 6AM to 6PM, however the Contractor may be asked or required to perform extended shifts and to possibly perform work on weekends. The Contractor shall not be entitled to overtime rates

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in either case. The Contractor will not receive any other rate other than the unit price as listed on the Bid Form. Any overtime premium paid to the employee(s) of the Contractor is the sole responsibility of the Contractor. Notwithstanding that the Contractor may be required by law to pay an overtime premium to his/her employees.

#### **17. SAFETY REQUIREMENTS**

The Contractor shall maintain all equipment in good working order and shall perform all obligations expressed and implied in this Contract, in a good, safe and workmanlike manner. All work shall be carried out in accordance with the safety requirements set forth in the latest version of the Occupational Health and Safety Act. The Contractor shall provide proof of Worker's Compensation coverage within seven (7) calendar days from the date of award of contract, and prior to commencement of said contract.

#### **18. UTILITIES**

When required; it is the Contractor's responsibility to understand any implications for overhead utility lines or cables may represent and any additional cost due to any damage imposed on these utilities shall be borne entirely by the Contractor.