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## INVITATION TO TENDER

Sealed Tenders for: Gravel Loading and Hauling for Municipal District of Peace No. 135  
Gravel Program

Will be received by: **Municipal District of Peace No. 135 (“MD”)**  
at: **Attention: Barbara Johnson, C.A.O.**  
**PO Box 34, 5240 – 52 Ave, Berwyn, Alberta T0H 0E0**

Tender Closing is: **2:00:00 p.m., local time on June 4, 2020** (the “Tender Closing”)

1. The Work to be undertaken generally involves the loading and hauling of gravel for Municipal District of Peace No.135’s gravel program.

(hereinafter collectively the “Work”)

2. All written inquiries regarding the technical aspects of the Work shall be faxed or emailed to:

**Barry Denison, Public Works Foreman**

**Municipal District of Peace No. 135**

Phone: 780-338-3845

Fax: 780-338-2222

Email: [bjohnson@mdpeace.com](mailto:bjohnson@mdpeace.com)

However the Tenderer(s) acknowledge and agree that the MD does not have an obligation to provide a response to any written inquiry and that it is in the sole and unfettered discretion of the MD to provide any written response to a written inquiry. Telephone inquiries and email inquiries will not be replied to.

3. Tender packages will be made available upon request and will be delivered via electronic means, regular mail or can be picked up at the MD office upon request. Packages will also be available online at [www.mdpeace.com](http://www.mdpeace.com).
4. Submission of a tender by a Tenderer gives the MD the right to require the Tenderer to execute the contract to perform the Work as set out within the tender documents. Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the MD for a period of forty five (45) days following the end of the day of the Tender Closing. The Successful Tenderer will be notified in writing of the award of the Tender when the MD delivers a letter of intent to the Successful Tenderer.

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_



# MUNICIPAL DISTRICT OF PEACE NO. 135

## CONTRACT AND SPECIFICATIONS FOR GRAVEL LOADING & HAULING 2020

Tenders Close: 2:00 p.m. Alberta time  
Thursday, June 4, 2020

Company Name

Address  
( )

Phone

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## **INSTRUCTIONS TO BIDDERS**

### **A. INSTRUCTIONS TO BIDDERS**

1. Tenders must be received at Municipal District of Peace No. 135 Office no later than **2:00:00 pm, Thursday, June 4, 2020.**
2. The tender of the contract must be completed by showing the unit price in figures and the figures confirmed in written words. The figures in written words shall take precedence. The unit prices shall be the net cost of the Municipal District of Peace No. 135, including all taxes **except** the Goods and Services Tax, which will be paid to the Contractor by the Municipal District of Peace No. 135 in addition to the unit bid prices.
3. To be acceptable,
  - a) The tender must be signed by an authorized representative of the Company, and
  - b) The official title of the Company must be shown, and
  - c) The official seal of the Company must be affixed, *or* the signature must be witnessed and an affidavit of execution of the witness must be completed.
4. A bid bond or certified cheque payable to Municipal District of Peace No. 135 for ten percent (10%) of the tender must accompany the tender.
5. When submitting a tender, the complete "Contract and Specifications" as issued by Municipal District of Peace No. 135, must be submitted sealed in the envelope provided, addressed to:

**Municipal District of Peace No. 135  
Barbara Johnson, CAO  
PO Box 34  
Berwyn, AB T0H 0E0**

**Or dropped off at:  
Municipal District of Peace No. 135  
5240 – 52 Avenue, Berwyn, AB**

and marked "Tender for Gravel Loading and Hauling".

## **B. NOTICE OCCUPATIONAL HEALTH AND SAFETY ACT**

The Contractor's attention is drawn to the Occupational Health and Safety Act and pursuant Regulations, copies of which are obtainable through the Queen's Printer.

The Contractor shall familiarize himself and his staff with the terms of the Occupational Health and Safety Act and Regulations to ensure complete understanding respecting the responsibilities given and compliance required.

## **C. SAFETY PRE-QUALIFICATION**

Contracts will only be awarded to Bidders who, prior to the time fixed for receiving tenders, possess a Certificate of Recognition (COR) or Small Employer Certificate of Recognition (SECOR) which is relevant to their industry and which is recognized by Alberta Human Resources and Employment, Workplace Health and Safety.

For Bidders who have not obtained a Certificate of Recognition, a valid Temporary Letter of Certification (TLC) issued by the Alberta Construction Safety Association (ACSA) will be considered acceptable.

Confirmation that the Bidder possess a COR/SECOR or a valid TLC will be obtained through the Alberta Construction Safety Association.

## **D. GENERAL LOCATIONS AND WORKS TO BE UNDERTAKEN**

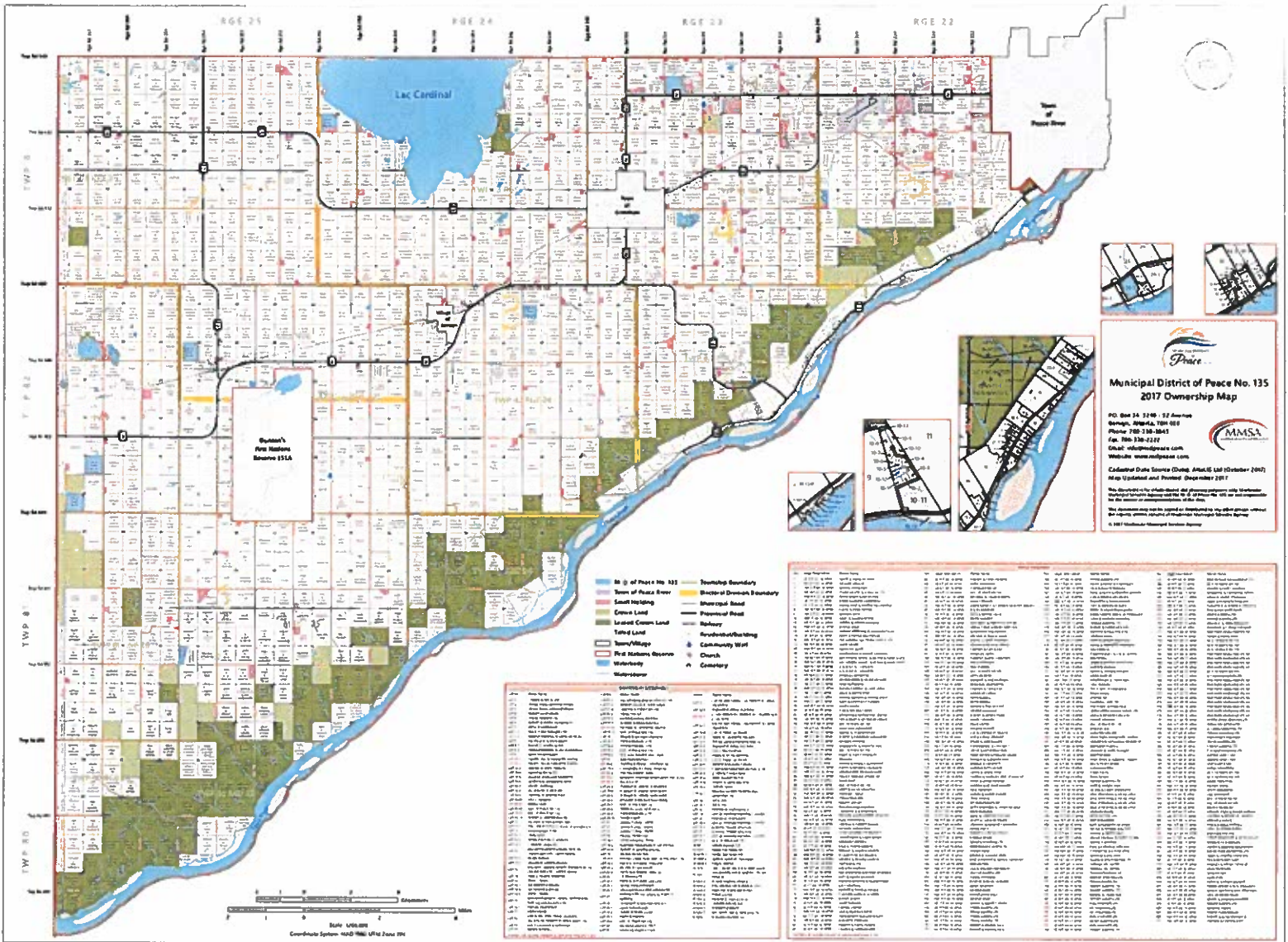
### **WORKS TO BE UNDERTAKEN**

- Loading and hauling as directed by Municipal District of Peace No. 135 of approximately 25,000 tonnes of crushed granular aggregate in total from the Grimshaw Pit located at SW 33- 83-23-W5, Quinney Pit located at SW 25-83-25-W5 and the Brownvale Pit located at SW 3-82-26-W5 to various locations in the Municipality. Average length of haul is approximately 7 ½ miles. Minimum number of trucks required is four.
- The Contractor is to provide a loader with an onboard scale capable of generating a paper printout and trucks as required to complete the total project. The MD's Public Works Foreman must certify that the scale is accurate prior to commencement of project.
- A proposed schedule to complete the work on time is required of the successful bidder. Start date to be no sooner than July 2, 2020 and, weather permitting, to be completed by July 31, 2020.
- The Contractor and any Sub-contractors must possess or obtain Automobile Liability insurance and valid safety inspection certificates on all vehicles owned, operated or licensed in the name of the firm.

**E. LOCATION OF WORK (see attached map)**

Location of the gravel pits:

1. Grimshaw Pit (SW 33-83-23-W5M)
2. Quinney Pit (SW 25-83-25-W5M)
3. Brownvale Pit (SW 3-82-26-W5M)



**F. SCALES**

One certified scale at the Pit sites or a loader with an onboard scale capable of generating a paper printout, as certified by the MD's Public Works Foreman, may be used instead and all loads must be weighed out.

Checking and spreading will be the responsibility of the MD. The MD will provide a gravel checker. Loading and hauling will be done within the regular working hours of the MD.

**G. RIGHT OF REJECTION OR ACCEPTANCE**

The MD reserves the right to accept or reject any or all tenders and to waive irregularities and informalities at its discretion. The MD reserves the right to accept a tender other than the lowest tender without stating reasons. By the act of submitting its bid, the Bidder waives any right to contest in any legal proceeding or action the right of the MD to award the work to whomever it chooses, in its sole and unfettered discretion, and for whatever reasons the MD deems appropriate.

Without limiting the generality of the foregoing, the MD may consider any other factor besides price and capability to perform the work that it deems in its sole discretion to be relevant to its decision including but not limiting to the following:

- Previous experience the municipality has with the bidder.
- Experience that the bidder has in successfully completing similar projects.
- Municipal District of Peace No. 135 reserves the right to terminate this contract if the contractor fails to provide specified product, meet time deadlines, or fails to notify the MD of the schedule for each pit (48 hours notice before moving into a pit).

**H. WORKERS COMPENSATION NUMBER**

The Contractor **must** have a current Workers Compensation number (The number is \_\_\_\_\_ ) and provide a Letter of Clearance from the Worker's Compensation Board.

Should this tender be accepted, the undersigned agrees to enter into a written agreement with Municipal District of Peace No. 135 for the faithful performance of the Work covered by this tender, in accordance with the said Plans and Specifications.

**I. BID BOND**

The undersigned encloses herewith as a deposit a bid bond or certified cheque payable to Municipal District of Peace No. 135 for ten percent (10%) of the tender and the undersigned hereby agrees that should he refuse or fail within fifteen (15) calendar days after a contract is offered to him by the MD for acceptance,

- a) to enter into a contract with the MD, for the performance of the work and/or the supplying of material covered by this tender, and
- b) to provide security as required by the Specifications,

and a contract for the work and/or material is entered into with some other person for a greater amount, the undersigned hereby agrees to forfeit all right and title to the aforesaid deposit, and the same is forfeited to the MD.

The undersigned hereby agrees that he will not withdraw this tender after the time fixed for receiving tenders,

- a) until some other person has entered into a contract with the MD for the performance of the Work and/or the supply of the Materials specified, or
- b) until thirty-five (35) calendar days after the time fixed for receiving this tender, whichever first occurs.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Name (Company Name)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address



**J. UNIT PRICE / SCHEDULE**

(Unit Bid Prices must include all applicable taxes, **excluding** GST)

Bid Item No.	Description	Est. Qty. (tonne)	Certified Unit Price	Total Bid
1	<b>Loading (per tonne)</b>	25,000 t	\$	\$
2	<b>Hauling (per loaded tonne/mile based on 7 ½ miles)</b>	25,000 t	\$	\$

**Total Bid Price:**

\_\_\_\_\_

(Excluding GST)

**PROPOSED START DATE:** \_\_\_\_\_

**PROPOSED COMPLETION DATE:** \_\_\_\_\_

**K. TENDER AGREEMENT**

**MUNICIPAL DISTRICT OF PEACE NO. 135  
2020 GRAVEL LOADING & HAULING PROGRAM**

THIS Agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2020

BETWEEN:

**Municipal District of Peace No. 135**  
PO Box 34, Berwyn, AB T0H 0E0  
of the Province of Alberta  
(hereinafter called "the MD" of the first part)

-and-

**COMPANY NAME**  
**ADDRESS**  
of the Province of Alberta  
(hereinafter called "the Contractor" of the second part),

**WITNESSETH**, that for and in consideration of the covenants and agreements on the part of the MD, hereinafter contained and the unit prices as set forth in the "Unit Price Schedule" the Contractor for himself, his executors, administrators and assigns, covenants and agrees with the MD to do, furnish and perform the works, materials, matters, and things required to be done, furnished and performed, in the manner hereinafter described, in connection with the following work or works, namely:

**GRAVEL LOADING AND HAULING AS SET FORTH IN THIS  
DOCUMENT**

in strict accordance with the plans and specifications of said work hereto attached, and to deliver the same over complete and fully finished in every particular to the MD on or before \_\_\_\_\_, 2020.

**IT is mutually agreed that the attached plans, specifications and special provisions herein designated and referred to in the tender documents are hereby made and shall be considered part of this Agreement the same as if therein fully set forth.**

**IN CONSIDERATION WHEREOF, and upon the Contractor fully completing and executing in every particular the Work herein contracted for within the time hereinbefore set out, and upon the said Contractor satisfying the said MD that all just claims for labor and materials and for damages in connection with the Work have been paid, the said MD covenants, promises and agrees to pay unto and to the said Contractor for the actual amount of work done and materials in place at the unit prices stated in the "Unit Price Schedule" and as noted in the "Special Provisions".**

**IN WITNESS WHEREOF, the Contractor has hereunto set his hand and seal on the day and year herein mentioned, and these presents have been signed and sealed by Municipal District of Peace No. 135.**

**SIGNED, SEALED (OR WITNESSED) AND  
DELIVERED BY THE CONTRACTOR IN  
THE PRESENCE**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**CONTRACTOR**

**SIGNED AND SEALED BY  
MUNICIPAL DISTRICT OF PEACE NO. 135**

Per: \_\_\_\_\_  
**Barbara Johnson, CAO**

**L. TENDER AMENDMENT FORM**

We, \_\_\_\_\_  
 (Name of Contractor)

the undersigned, modify the unit price schedule for our tender as shown in the following table:

UNIT PRICE SCHEDULE CHANGES Replacing ALL previous Unit Price Schedule changes				
Item No.	Description	Estimated Quantity	Unit Price Change + or -	Total Change For This Item + or -
Increase(+) or Reduce(-) Change in Total Tender by				

We also acknowledge and agree that:

1. This change supercedes all previous changes including those to other bid items. Previously submitted changes are null and void.
2. We accept full responsibility for any lack of confidentiality arising from the use of this process.
3. Failure of these revisions to arrive on time, accurately or completely for any reason will render these revisions null and void.

\_\_\_\_\_  
 (Signature)

being \_\_\_\_\_  
 (Position in Company)

\_\_\_\_\_  
 (Company Name)

dated \_\_\_\_\_  
 (Date)

Municipal District of Peace No. 135 is NOT responsible for faxed amendments not being received.