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(780) 338-3845

REQUEST FOR PROPOSAL
GRAVEL LOADING & HAULING 2024
RFT: MDP202402

RFT Closing
Friday, June 7th, 2024
2:00 P.M. MST (Mountain Standard Time)

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1. DEFINITIONS

- 1.1 “Contract” shall refer to the contract signed with the successful tenderer.
- 1.2 “Contractor” shall refer to the company that submits the successful tender.
- 1.3 “MD” shall refer to the Municipal District of Peace No. 135.
- 1.4 “Prime Contractor” shall be as described in section 10(1) of the Occupational Health and Safety Act, SA 2020, c O-2.2.
- 1.5 “Tender” is a formal written document used to solicit bids from potential contractors and shall refer to this document.
- 1.6 “Tenderer” refers to the organizations that make formal written offers to carry out the work described in this tender document.

2. GENERAL TERMS & CONDITIONS

- 2.2 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.
- 2.3 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 Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the MD for a period of thirty (30) days following the end of the day of the Tender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.
- 2.4 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 Tenderer 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.
- 2.5 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:
 - a) Previous experience the municipality has with the Tenderer.
 - b) Experience that the Tenderer has in successfully completing similar projects.
- 2.6 The MD 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).
- 2.7 The Contractor shall indemnify and hold the MD harmless with respects to all withholding and all other taxes or amounts of any kind relating to employment of any of the persons providing the services to the MD with respect to the agreement.

- 2.8 The MD shall not be liable or responsible for any bodily or personal injury or property damage of any nature what-so-ever that may be suffered or sustained by the Contractor, its employees, or agents, in the performance of any agreement.
- 2.9 The Contractor is solely responsible for all Work under this Contract and is the Prime Contractor. The Contractor is also responsible for administration of safety procedures and the subdivision of the Work to his Subcontractors. All disputes as to scope of work to be carried out by the various Subcontractors shall be the responsibility of the Contractor so that all work is to be carried out to the satisfaction of the MD.
- 2.10 Without in any way limiting the liability of the Contractor under this Contract, the Contractor shall obtain and maintain in force the during the term the following insurance, all satisfactory and submitted in writing to the MD, acting reasonably:
- least \$5,000,000.00 (five million dollars) inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;
 - A comprehensive general liability insurance policy providing coverage of at least \$5,000,000.00 (five million dollars) inclusive and in respect to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - Standard automobile, bodily injury and property damage insurance providing coverage of at
 - Broad form property damage and endorsement; and
 - Environmental liability.
 - Employer's liability insurance respecting employees, if any, of the Contractor with limits of liability of not less than \$1,000,000.00 (one million dollars) per employee for each accident, accidental injury or death of an employee or any subcontractor engaged by the Contractor; and
 - The Contractor shall be responsible for providing insurance against loss or damage of his equipment.
- 2.11 The Cost of all insurance required to be held by the Contractor as set forth herein shall be borne by the Contractor.
- 2.12 The Contractor hereby agrees to indemnify and save harmless the MD, its agents and/or its employees, from and against all actions, suits, claims or demands arising from work described herein.
- 2.13 Any agreement resulting from this RFT is governed and interpreted in accordance with the laws of the Province of Alberta.

- 2.14 The provisions of the Agreement on Internal Trade, Part IV, Chapter Five – Procurement and Annex 502.4, (“AIT”) and the New West Partnership Trade Agreement (NWPTA) apply to this proposal.

3. SUBMISSION INSTRUCTIONS

- 3.1 Submissions will be accepted digitally in pdf format by email to cao@mdpeace.com or in hard copy, by mail or in person. Proposals must be submitted by **2:00 pm** Mountain Standard Time **Friday June 7th, 2024**.
- 3.2 The package or email must be clearly marked:
GRAVEL LOADING & HAULING 2024 and include the Tenderer’s name and address.
Attention to:

Margaret McClarty, CAO
Municipal District of Peace No.135
5240 - 52 Ave, PO Box 34
Berwyn, AB T0H 0E0
Email: cao@mdpeace.com
Phone: (780) 338-3845
- 3.3 All inquiries related to this RFT should be directed by email only prior to the deadline to cao@mdpeace.com. Inquiries and responses may be recorded and distributed to all proponents at the discretion of The MD.
- 3.4 Proposals may be revised by written amendment, delivered in a sealed envelope or via email, at any time prior to deadline.
- 3.5 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.

4. SAFETY PRE-QUALIFICATION

- 4.1 Contracts will only be awarded to Tenderers who, prior to the time fixed for receiving tenders, possess a Certificate of Recognition (COR) or Small Employer Certificate of Recognition (SECOR).
- 4.2 For Tenderers 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.
- 4.3 Confirmation that the Tenderer possess a COR/SECOR or a valid TLC will be obtained through the Alberta Construction Safety Association.

5. WORKS TO BE UNDERTAKEN

5.1 Loading and hauling as directed by Municipal District of Peace No. 135 of approximately 31,500 tones of crushed granular aggregate in total from: (hereinafter collectively the “Work”)

- the Grimshaw Pit located at SW 33- 83-23-W5
- the Quinney Pit located at SW 25-83-25-W5
- the Brownvale Pit located at SW 3-82-26-W5

and hauled to various locations in the Municipality. Average length of haul is approximately seven and a half miles (7 ½ miles). Minimum number of trucks required is four.

5.2 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.

5.3 A proposed schedule to complete the work on time is required of the successful Tenderer. Start date to be no sooner than July 2nd, 2024 and, weather permitting, to be completed within 4 weeks. The Work must be finished on or before August 31, 2024.

5.4 Failure to complete project within specified time frame will be considered breach of contract.

6. LOCATIONS OF WORK

6.1 Locations of the gravel pits are circled below:

- a) Grimshaw Pit (SW 33-83-23-W5M)
- b) Quinney Pit (SW 25-83-25-W5M)
- c) Brownvale Pit (SW 3-82-26-W5M)

7. SCALES

7.1 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.

7.2 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.

8. UNIT PRICE

UNIT PRICES				
Bid Item	Description	Quantity (tonnes)	Certified Unit Price	Total Bid
1	Loading (per tonne)	31,500	\$	\$
2	Hauling (per loaded tonne/mile)	31,500	\$	\$
Total Contract Price:				\$
*Based on 7.5 miles				
**Unit Bid Prices must include all applicable taxes, excluding GST				

9. SCHEDULE

SCHEDULE

Proposed Start Date: _____

Proposed End Date: _____

10. CONTRACT

MUNICIPAL DISTRICT OF PEACE NO. 135
2024 GRAVEL LOADING & HAULING PROGRAM

THIS Agreement made this ____ day of June, 2024

BETWEEN:

Municipal District of Peace No. 135

PO Box 34, Berwyn, AB T0H 0E0 in the Province of Alberta
(hereinafter called "the MD" of the first part)

-and-

Contractor Name

Company Address

(hereinafter called "the Contractor" of the second part)

WITNESSED 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

IT is mutually agreed that the Terms and Conditions, 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".

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.

ON BEHALF OF THE CONTRACTOR
SIGNED, SEALED (OR WITNESSED)

Contractor: Print Name

Contractor: Signature

Witness: Print Name

Witness Signature

ON BEHALF OF THE MUNICIPAL DISTRICT OF PEACE NO. 135
SIGNED AND SEALED BY

Margaret McClarty, Chief Administrative Officer