

Municipality of Oakland-Wawanesa

Box 278

Wawanesa, Manitoba, R0K 2G0

204-824-2666

pw@oakland-wawanesa.ca

RFQ #2025-02

2025 Gravel Crushing

The Municipality of Oakland-Wawanesa is accepting sealed tenders for the crushing of traffic gravel at the Leachman pit located at NE 25-7-17 and the municipal pit at NE 34-8-17W for a 3 year term (2025-2027) with the option for council to negotiate with the contractor to extend the contract for 1 additional year (2028). Questions can be directed to Chelsea Long: Public Works Manager

204-824-2666

INSTRUCTION TO BIDDERS

1. Preparation of Tenders:

1.1. Each Bidder shall specify in its tender the unit price per cubic yard of measurement for:

1.2. - 12,000 cubic yards of Class A traffic gravel or suitable equivalent agreed upon by the public works manager

1.3. Term of the crushing contract will be for a 3-year term starting in 2025 and concluding Dec 2027.

1.4. The Municipality of Oakland-Wawanesa reserves the right to request additional crushing at the same bid price. Request will be made either prior to crush taking place, or during the crushing process. Request will be presented in writing and will be seen as an extension to the agreement to be signed by both the Municipality and the Contractor. The additional crush amount will be subject to the same conditions, including the overage percentage maximum of 5%.

1.5. A minimum of 5 random samples (sieve tests) during the gravel crushing process must be taken by the successful bidder and tested by a certified testing facility to ensure the type of gravel being produced is Class A traffic gravel or suitable equivalent. Failure to meet specification may result in the Municipality stopping crushing. Failure at any time to meet the gravel specifications as listed above, will require the successful bidder to replace substandard material with material meeting the above specifications.

1.6. Goods and Services – The tender unit price shall not include Goods and Services Tax.

2. Delivery of Tender:

2.1. Each tender must be hand delivered or mailed and sealed with the words "2025 Gravel Crushing RFQ 25-02" to the:

Mailed to: MUNICIPALITY OF OAKLAND-WAWANESA Attention: Joni Swidnicki – Chief Administrative (

Attention: Joni Swidnicki – Chief Administrative Officer Box 278 Wawanesa, MB R0K 2G0

<u>Delivered to:</u> 106 Fourth Street Wawanesa, Manitoba **2.2.** All forms of tender submissions must be completed by Friday May 9th, 2025 4:00pm. No proposal received after this time will be considered.

2.3. Email or Fax delivery method will not be accepted.

3. Opening of Tenders:

3.1. Tenders will be unsealed at the specified closing time and placed in a file to be considered in-camera at the next meeting of Council. The awarding of tenders shall be done in open session, and bidders are welcome to attend the meeting.

4. Tender Submissions:

4.1. All tenders shall include the following:

4.1.1. Price per crushed cubic yard

4.1.2. Complete listing of equipment/machinery relevant to the completion of the Gravel Crush

4.1.3. Copy of an up-to-date letter of Good Standing with the Manitoba Workers Compensation Board

4.1.4. Copy of valid liability insurance

4.1.5. Three business related references for similar crushing work previously done (no personal references will be accepted)

4.1.6. Anticipated crushing start date

5. Tender Acceptance:

5.1. The Municipality reserves the right to refuse to accept any or all tenders, and the lowest tender or any tender will not necessarily be accepted.

5.2. Without limiting the generality of the foregoing, any tender may be rejected which is incomplete, obscure, or irregular.

5.3. The Municipality reserves the right to cancel the acceptance of any tender at any time before the execution of the contract by all parties without any liability against the Municipality.

6. Late Tenders:

6.1. Tenders received after the time and date specified in Clause (2.2) will not be considered.

7. Validity of Tenders:

7.1. A bidder may, without prejudice to himself, withdraw his tender at any time up to within two (2) hours of the time specified in Clause (2.2).

7.2. Tenders received and not rejected will be valid for a period of thirty (30) days from the date of the opening of the Tender.

8. Tender Limitations:

8.1. Oral and telephone tenders will not be considered.

8.2. Modifications will only be accepted in writing by the means noted in Clause (2) and must be received before the date shown in Clause (2.2).

9. Tender Omission:

9.1. Council reserves the right to consider tenders with minor omissions provided that the bidder, if successful in the tender awarding, can rectify the omission within five (5) days of the tender being awarded.

10. Labor, Materials & Equipment:

10.1. The successful bidder shall supply all supervision, labor, materials, equipment, tools and all other things necessary for the complete supply and delivery as indicated or intended by the specifications which form part of this document.

10.2. The unit price submitted shall include the supply and delivery of all supervision, labor, materials, equipment, tools and all other things necessary for the complete supply of the work.

11. Successful Tender:

11.1. The successful bidder may be required to sign a Contract Agreement for a 3-year term.

11.2. If the successful bidder refuses or neglects to sign the Contract Agreement within seven (7) days after the notice that the bidder has been successful in procuring the job, the Municipality of Oakland-Wawanesa reserves the right to cancel the tender and award it to the next bidder considered appropriate by council

12. Gravel Specifications

12.1. Gravel shall be ³/₄' crush with an average clay content of 14%

12.2. Blending clay during crushing operations may be required in order to achieve the required 14% clay content.

12.3. Blending will be achieved via a secondary feeder hopper

12.4. The municipality will provide a clay stockpile onsite for the contractor to use for blending to achieve required specification.

13. Area for Crusher Setup and Pile Locations:

13.1. The Municipality of Oakland-Wawanesa will have specific areas within the Leachman and municipal gravel pits where the successful bidder shall setup their equipment and where the crushed product is to be piled.

13.2. Pre-crush meeting must take place with the public works manager prior to equipment being moved into the pit to advise on where the crusher is expected to be setup and where the stockpile site should be.

13.3. Each area will be clearly identified and marked by the public works manager prior to commencement of gravel crushing.

13.4. Each bidder is recommended to familiarize themselves with the pit and the crushing requirements.

13.5. If a bidder wishes to have an onsite review of the pit, contact with the public works manager is required, and further, the Public Works Manager may be required to accompany the bidder or their representative at the pit.

13.6. The successful bidder will be limited to activity at the pit being for crushing purposes only and understands that no onsite accommodation will be allowed for other activities (including overnight accommodations).

14. Commencement and Completion of Work:

14.1. Time will be of the essence with a completion date for crushing being no later than July 18th, each year of the contract. If crushing is not completed by July 18th, each year of the contract the municipality will be entitled to damages of \$1000/day until crushing is completed.

14.2. Pit located NE 25-7-17 (Leachman) has the possibility of having a separate crusher occupying the pit to produce a different product for others. In order to ensure safety and adequate space for crushing and maneuverability, the successful bidder is advised to keep in contact with the Public Works Manager if their proposed crushing start date for this pit changes.

15. Gravel Overage:

15.1. The successful bidder shall not crush more than 5% over the required amount of each gravel type required by the Municipality – as shown in Clause (1).

15.2. If additional crushing is required by the Municipality as noted in Clause (1), the successful bidder shall not crush more than 5% of the required total volume for each gravel type.

16. Measurement of Gravel - Shrinkage:

16.1. The successful bidder shall advise the Public Works Manager immediately upon completion of crush.

16.2. Measurement of crushed and any reject gravel will be done by survey measurements of the stockpile, and measurement will take place within 10 days after crushing, provided the weather is conducive to perform this activity.

16.3. The volume of gravel shall be measured in cubic yards. The successful bidder shall utilize the services of a qualified engineer or registered independent surveyor.
16.4. Payment of the measurement shall be the responsibility of the successful bidder.
16.5. The successful bidder will forward the pile measurements to the Municipality immediately upon receipt.

16.6. Pile measurement will be the method by which payment will be based.

16.7. There shall be no allowance for shrinkage if measurement takes place within the (10) day period. If measurement is done after 10 days, then an allowance of 2% shrinkage will be added to each pile measurement.

16.8. Under no circumstances will the Municipality pay for gravel that exceeds an amount over 5% of the requested crush volumes.

17. Payment:

17.1. Payment of crushing shall be based upon final pile measurements and at the contract unit price per cubic yard.

17.2. The unit price will be full compensation for stripping, excavating, loading, crushing, mixing, and stockpiling the gravel.

17.3. The unit price will also be full compensation for any costs the successful Bidder incurs such as mobilization, supervision, labor, road maintenance fees, permits, materials, equipment, tools and all other items necessary for the complete supply of the work to achieve the gravel requirements.

17.4. Payment shall not be made for any gravel crushed which exceeds 5% of the Municipality's required volume.

17.5. Final payment will be made upon receipt of invoice from the successful bidder and will be made within 30 days of receipt of invoice and upon receipt from the successful bidder of the following documents:

17.5.1. Copy of the surveyed measurements of the stockpile from an engineer of independent surveyor

17.5.2. Copy of the gravel specification results from an independent testing facility **17.6.** Consideration will not be given to fuel surcharges or any other additional fees which are not included in the unit price as indicated on the tender form.

18. Insurance and Safety:

18.1. "The successful bidder will be required to provide a Certificate of Insurance evidencing \$2,000,000 Commercial General Liability insurance and the Municipality of Oakland-Wawanesa will be added as Additional Insured with 30 days notice of cancellation. The successful bidder shall also maintain current insurance and licensing for equipment and personnel for the duration of the crushing operations. The Municipality shall have the right to cancel or suspend the contract in the event insurance coverage is cancelled. "

18.2. Successful bidder must provide information to the Municipality of its safety program and will be required to submit any necessary safety paperwork when requested.

See bid sheet attached

SECTION II - Tender Forms

Schedule of Prices for Gravel Crushing

*If price increases are anticipated for subsequent years, the bidder shall submit an additional Section II - Tender form

Contract Year: _____ Define contract year or years

Gravel	Units	Yards	Cost per yard
3/4" Crush 14% Clay Content	Yards	12,000	\$

Anticipated start date: _____

Anticipated finish date:

I, We,

the undersigned, (having examined the invitation and instructions to Bidders and the contract documents for performance of the Works for RFQ #25-02) 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.

	tor R WITNESS BIDDER
BIDDER	
DATE: _	
THE MUN	IICIPALITY OF OAKLAND-WAWANESA
Head of Print:	Council:
Signatur	re:
CAO: Print:	
Signatur	re: