



RM of Frenchman Butte No. 501

# Request for Bid

For Gravel Crushing 2024

Rural Municipality of Frenchman Butte No. 501

**Release Date: April 26, 2024**

**Closing Date: May 20, 2024**

**Closing Time: 2:00 p.m., Local Saskatchewan Time**

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## 1.0 INTRODUCTION

The Rural Municipality of Frenchman Butte No. 501 (hereinafter referred to as "the RM") is seeking competitive bids from qualified contractors for gravel crushing services. The selected contractor will be responsible for crushing gravel at the RM's designated Frenchman Butte Access pit.

Contractors are invited to submit bids for the provision of the required services in accordance with the terms, conditions and bid response format as specified in this BID.

The purpose of the Request for Bid (RFB) is to identify those contractors capable of meeting the requirements in a feasible, economical and timely manner, and with whom a contract can be entered in to.

By responding to this RFB, each supplier thereby acknowledges that he has reviewed the process, terms, conditions and reserved rights contained in this RFB, and has voluntarily chosen to participate in this RFB subject to those procedures, terms, conditions and reserved rights.

## 2.0 SCHEDULE OF EVENTS

If it becomes necessary to revise any other part of this RFB, exclusive of the foregoing schedule of events, those revisions will be posted on [sasktenders.ca](https://sasktenders.ca).

	Date
<b>RFB Release Date:</b>	April 26, 2024
<b>RFB Closing Date and Time:</b>	May 20, 2024 2:00 p.m., Local Saskatchewan Time
<b>Tentative Evaluation Completion:</b>	May 21, 2024
<b>Tentative Supplier Selection</b>	May 22, 2024

## 3.0 BID SUBMISSIONS

Forward completed bid documents by email or in a sealed envelope to:

**Aaron Neily**

Infrastructure Manager, by 2:00 p.m. local Saskatchewan time, May 20, 2024

**Mailing address:**

R.M. of Frenchman Butte No. 501  
Box 180  
Paradise Hill, SK  
S0M 2G0



## RM of Frenchman Butte No. 501

**Email:** rm501cet@sasktel.net

**Courier Address:**

Junction of Highway 3 and Highway 21 North, Paradise Hill, SK

**Legal Address:**

Part SW-11-53-24-W3

**The office hours are: 8:00 a.m. to 4:30 p.m., Local Saskatchewan Time, Monday to Friday, excluding statutory holidays.**

Bids received after the closing time will not be considered, and will be returned.

This procurement will be subject to any applicable trade agreement(s).

## 4.0 SCOPE

### 4.1 Contractor Responsibilities

The contractor will crush all gravel listed in Table 1 at the designated RM pit. The contractor is expected to manage all aspects of the crushing operation, including but not limited to:

- 4.1.1 Provision of all necessary equipment and labor.
- 4.1.2 Compliance with all applicable safety and environmental regulations.
- 4.1.3 Ensuring quality and consistency of the crushed gravel as per RM specifications.

### 4.2 Project Requirements and Contractor Obligations

- 4.2.1 The Contractor shall crush all the gravel listed in Table 1 between **June 3** and **October 31, 2024**. An extension of time required to complete the contract may be granted if agreed upon in writing between the Contractor and the R.M. of Frenchman Butte No. 501.
- 4.2.2 The contractor is responsible to contact the R.M. of Frenchman Butte Municipal Office at (306) 344-2034 eight (8) business days prior to the estimated date of the completion of crushing a gravel pile, in order that arrangement can be made to take measurements.
- 4.2.3 Payment will be made based upon measurements taken by drone, within 30 days of the completion of crushing, with no shrinkage.
- 4.2.4 Primary jaw must be capable of crushing rock up to 18 inches in diameter.
- 4.2.5 The contractor must use a radial stacker to mix the crushed gravel pile.
- 4.2.6 The quantity and type of crushed gravel will be in accordance with Table 1 and as described in Table 2.



## RM of Frenchman Butte No. 501

- 4.2.7 The Municipality shall take random samples from the centre of a stopped conveyor belt to ensure compliance of gravel quality.
- 4.2.8 The Contractor shall complete the *Gravel Crushing Agreement* attached to this *Request for Proposal* and submit it with the tender documents. The R.M. of Frenchman Butte No. 501 will complete the *Gravel Crushing Agreement* with the successful contractor.
- 4.2.9 The Municipality reserves the right to reject any and all *Request for Proposals*. The lowest bid, or any bid, may not necessarily be accepted.
- 4.2.10 The Municipality may extend the contract for the crushing of gravel in excess of the amount listed below at the same rate as the bid amount.
- 4.2.11 The Contractor shall provide two references (name, address, job title, phone number, email address) and describe how the services provided to these references relate to the services you will provide to the R.M.
- 4.2.12 Please attach a list of all equipment to be used on the project.
- 4.2.13 The R.M. of Frenchman Butte No. 501 will be responsible for stripping the pits in advance of crushing.

## 5.0 BID SUBMISSION FORMAT

Please complete the following pages for evaluation and comparison.

**To ensure a bid is considered, all the information requested on the *Bid Submission Form* and *Table 1- Bid Sheet*, must be completed.**

## 6.0 EVALUATION

Each bid will be reviewed to ensure that it is complete and that it complies with the instructions, requirements, and terms and conditions of this RFB. Bids not considered compliant will be rejected at this stage and no further efforts will be applied to them by the evaluation team.

### 6.1 Price (70% of evaluation)

Each bid will be evaluated to rate how the contractor's price compares with other bids submitted.

### 6.2 Experience and Reliability (20% of evaluation)

The level of contractor experience will be evaluated. The R.M. of Frenchman Butte No. 501 reserves the right to contact any of the contractor's customers who the Municipality believes may be able to verify information provided about the contractor that would be pertinent to this RFB.



### **6.3 Project Methodology (10% of evaluation)**

Each bid will be evaluated on the efficiency and suitability of proposed methodology and equipment.

## **7.0 ADDITIONAL TERMS AND CONDITIONS**

- 7.1** The R.M. of Frenchman Butte No. 501 will not be responsible for any costs incurred by a contractor in preparing and submitting bids.
- 7.2** In submitting a bid, the contractor agrees that the decision of the Council will be final.
- 7.3** Submission of a response shall not obligate, nor should it be construed as obligating the R.M. of Frenchman Butte No. 501 to accept any such response or to proceed further with the purchase. The R.M. of Frenchman Butte No. 501 may, in its sole discretion, elect not to proceed with the purchase, and may elect not to accept any or all responses for any reason.
- 7.4** Contractors may amend or withdraw their submissions prior to the closing date and time specified in the RFB by way of written or faxed notice to the R.M. of Frenchman Butte No. 501. After the closing date and time, responses may be irrevocable at the discretion of the R.M. of Frenchman Butte No. 501.
- 7.5** Responses submitted shall be final and may not be altered by subsequent offerings or discussions.
- 7.6** A private opening will take place on May 20th, 2024 shortly after 2:00 p.m. All responses and accompanying documentation received under this competition will become the property of the R.M. of Frenchman Butte No. 501 and will not be returned.
- 7.7** The R.M. of Frenchman Butte No. 501 reserves the right to cancel and/or re-issue this RFB at any time for any reason without penalty.
- 7.8** Prices quoted are to be held firm for a minimum of 120 days following the RFB closing date, and shall remain in effect through the duration of the agreement.
- 7.9** Subcontractors must adhere to the same standards as the primary contractor, including legal, safety, and performance specifications. The primary contractor is responsible for ensuring their subcontractors' compliance. Non-compliance by a subcontractor will be considered as non-compliance by the primary contractor.
- 7.10** The successful contractor may, for the purposes of marketing, disclose the R.M. of Frenchman Butte No. 501's name and a general description of the services provided to the R.M. of Frenchman Butte No. 501 pursuant to the agreement but shall not indicate in any way that the R.M. of Frenchman Butte No. 501 endorses the contractor's services.



## BID SUBMISSION FORM

Legal company name: \_\_\_\_\_

Business Name Registration Number: \_\_\_\_\_

Workers Compensation Number: \_\_\_\_\_

Occupational Health & Safety Committee Number (if applicable) \_\_\_\_\_

Company Address: \_\_\_\_\_

Contact name: \_\_\_\_\_

Phone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### EXPERIENCE AND RELIABILITY (20% OF EVALUATION)

Provide a brief introduction of your company experience, including:

- length of time in business
- a detailed outline of your company's specific experience in gravel crushing
- any sub-contracting or partnership arrangements. Outline the nature of the proposed involvement and the nature of the relationship.

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## TABLE 1 - BID SHEET

COMPANY NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

### PRICE (70% OF EVALUATION)

Pit	Gravel Type	Estimated Total yrd <sup>3</sup>	Price (per yrd <sup>3</sup> )	Total Price
Frenchman Butte Access Pit NW 35-52-25 W3M	105	30,000		
Frenchman Butte Access Pit NW 35-52-25 W3M	117	10,000		

## TABLE 2 – GRAVEL SPECIFICATION

Sieve Designation	Percent by Weight Passing Canadian Metric Sieve Series							
	Type							
	101	102	103	104	105	106	108	109
75.0 mm	100							
50.0 mm	55-85	100						
40.0 mm		63-92						
31.5 mm			100	100				
22.4 mm			63-92	63-92	100	100	100	
18.0 mm					63-92	63-92	63-92	100
5.0 mm	0-40	0-40	0-40	40-70	0-40	0-60	40-70	45-80
2.0 mm	0-25	0-25	0-25	20-45	0-25	0-45	20-45	25-60
400 µm				0-20			0-20	0-30
Fractured Face %	50.0	Minimum						

Sieve Designation	Percent By Weight Passing Canadian Metric Sieve Series					
	Type 94	Type 95	Type 96	Type 117	Type 118	Type 119
16.0 mm						100.0
12.5 mm	100.0			100.0	100.0	
9.0 mm		100.0	100.0			
5.0 mm	0 - 40.0	0 - 40.0	20.0 - 80.0	35.0 - 70.0	25.0 - 65.0	45.0 - 70.0
2.0 mm	0 - 25.0	0 - 25.0	0.0 - 50.0	20.0 - 55.0	10.0 - 45.0	25.0 - 55.0
900 µm			0.0 - 30.0			
71 µm	0 - 5.0	0 - 5.0	0.0 - 10.0	0 - 10.0	0 - 6.0	0 - 10.0
Sand Equivalent	55 Minimum			45 Minimum		
Fractured Faces %	70.0 Minimum			50.0 Minimum		
Lightweight Pieces %	5.0 Maximum					
Lightweight Pieces + All Other Deleterious Material %*	10.0 Maximum					





## ACCEPTANCE OF TERMS AND CONDITIONS

Should this offer be accepted, the supplier's representative shall be:

\_\_\_\_\_ Telephone number \_\_\_\_\_

Email address \_\_\_\_\_

**Should this bid be accepted by the Municipality, the Contractor will enter into a *Gravel Crushing Agreement* with the Municipality within three weeks of the contract award date.**

\_\_\_\_\_  
Name (*Please Print*) of Authorized Company Official

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Telephone Number



# GRAVEL CRUSHING AGREEMENT

This agreement, made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**BETWEEN:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter called the "Contractor")

-And-

**The Rural Municipality of Frenchman Butte No. 501**  
**Box 180**  
**Paradise Hill, SK**  
**S0M 2G0**  
(hereinafter called the "Municipality")

## WHEREAS:

- (a) The Municipality desires to obtain, and the Contractor desires to provide, services to crush and stockpile gravel and reject sand on the land described as:
- NW 35-52-25 W3M (herein called "Frenchman Butte Access Pit")

## NOW, THEREFORE, the parties agree as follows:

### 1.0 Deliverables

- 1.1** The Contractor will crush approximately 40,000 cubic yards of aggregate for the Municipality. The crushed gravel will be sourced as follows:
- 1.1.1** 30,000 cubic yards of Type 105 traffic gravel from the Frenchman Butte Access Pit, crushed between June 3 and October 31, 2024.
  - 1.1.2** 10,000 cubic yards of Type 117 chip seal aggregate from the Frenchman Butte Access Pit, crushed between June 3 and July 31, 2024.
- 1.2** The Contractor will provide all equipment, labour, materials and other such things as are necessary to crush and stock pile the gravel and reject sand.
- 1.3** The gravel to be crushed by the Contractor shall be done, so far as practicable, in an orderly fashion.
- 1.4** The gravel to be crushed by the Contractor shall be done, so far as practicable, in an orderly fashion.

### 2.0 Pricing

- 2.1** The prices for crushing as stated in the bid submitted by the contractor and accepted by the Municipality. These prices shall be firm throughout the contract term.



### **3.0 Subcontracting**

- 3.9** All subcontractors must be pre-approved by the Municipality. Bidders must list intended subcontractors and their qualifications in their proposals. The RM reserves the right to reject any subcontractor that fails to meet the required standards.

### **4.0 Penalties**

- 4.9** The Contactor shall complete all work described in this agreement by the dates outlined, or a penalty of \$500/day may be applied at the discretion of the Municipality until the work is completed.

### **5.0 Payment**

- 5.9** The payments from the Municipality to the Contractor will be made at the completion of work and at the first R.M of Frenchman Butte No. 501 Council Meeting following the receipt of the gravel pile and reject sand pile measurements from the R.M.'s Engineer or Surveyor. No shrinkage will be calculated. 10% holdback will be retained until the following documents are received by the R.M.:

- 5.9.1** Provincial Sales Tax Clearance from the Saskatchewan Provincial Treasurer;
- 5.9.2** Verification that Worker's Compensation Board assessments have been paid;
- 5.9.3** Completed contractor's affidavit of payment to sub-contractors.

### **6.0 Gravel Quantity**

- 6.9** There is no guarantee of the quantity of gravel present. The Contractor shall crush up to the estimated amounts if possible.
- 6.10** The volume of gravel to be crushed may be increased at the listed bid price. The contract deadline may be extended to allow time for this increased volume.

### **7.0 Quality Assurance**

- 7.1** The Contractor guarantees that all gravel crushed under this agreement will meet the specified standards.
- 7.2** The Contractor shall provide all necessary documentation to verify compliance with these standards upon request.

### **8.0 Contract Duration**

- 8.1** This Agreement shall commence on the date of signing and will continue in effect until the completion of deliveries unless terminated earlier in accordance with the provisions of this Agreement.

### **9.0 Termination**

- 9.9** The Municipality may terminate the Agreement without cause by providing sixty (30) days written notice to the Contractor.

### **10.0 Liability and Insurance**

- 10.1** The Contractor shall maintain adequate insurance coverage to protect against all liabilities, damages, claims, or proceedings arising out of the supply and delivery of calcium.



**RM of Frenchman Butte No. 501**

**10.2** The Contractor agrees to indemnify and hold the Municipality harmless from any claims arising from the Contractor's failure to comply with the terms of this Agreement.

**11.0 Force Majeure**

**11.1** Neither party shall be liable for any failure to perform its obligations under this Agreement if prevented by circumstances beyond reasonable control, including acts of God, natural disasters, or government restrictions.

**12.0 General Provisions**

**12.1** This Agreement represents the entire agreement between the parties regarding the crushing of gravel and supersedes all previous communications, representations, or agreements, either oral or written.

**12.2** The Contractor shall not be entitled to assign this agreement without the prior written consent of the Municipality.

**12.3** This agreement shall go to the benefit of and be binding upon the Municipality, the Contractor and their respective executors, administrators, successors and assigns.

**12.4** Any amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Crushing Agreement as of the day and year first above written.

Signed, Sealed, and Delivered  
In the presence of

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Witness (Print Name)

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

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

\_\_\_\_\_  
(Company name)

(SEAL)

(SEAL)

\_\_\_\_\_  
Tom S. Hougham, Reeve  
R.M. of Frenchman Butte No. 501

\_\_\_\_\_  
Allison Roschker, Chief Administrative Officer  
R.M. of Frenchman Butte No. 501