



Riverdale Municipality is accepting proposals for Gravel Crushing and Stockpiling.

Sealed tenders clearly marked with
“GRAVEL CRUSHING AND STOCKPILING”
will be received until February 14th at 4:30 p.m.

Please drop off or mail tenders to one of the following address:

Riverdale Municipality
PO Box 520
670 – 2nd Avenue
Rivers MB R0K 1X0
Attn: Manager of Municipal Operations

For inquiries, contact:
Darrel Link, Manager of Municipal Operations
Office: (204) 328-5300
Email: dalyshop1@gmail.com

PROJECT 1

Riverdale Municipality is requesting 7,000 yards of traffic gravel to be crushed of 1½ inch material and stockpiled for use on the municipal roads. Contractor will supply the municipality with before and after lidar/photogrammetry image of the stockpile area and a copy of the roller scale reports to verify the quantity crushed. Crusher must have the ability to crush 10" and down. Finished product should have 10% or lower clay content.

Gravel would be crushed at the Mawer Pit located on the westerly quarter of Section 4-11-22W at the half mile.

PROJECT 2

Riverdale Municipality is requesting 8,000 yards of traffic gravel to be crushed of 1½ inch material and stockpiled for use on the municipal roads. Contractor will supply the municipality with before and after lidar/photogrammetry image of the stockpile area and a copy of the roller scale reports to verify the quantity crushed. Crusher must have the ability to crush 10" and down. Finished product should have 10% or lower clay content.

Gravel would be crushed at the Aspen Pit located at SE 29-12-20W.

POTENTIAL FOR ADDITIONAL YARDAGE- dependant on the 2025 financial plan and results of this request for proposal it is possible that the contract could be extended for additional yardage. Please provide pricing for up to an additional 5,000 yards in the Mawer Pit and 10,000 yards in the Aspen pit. Additional yardage, if approved, will be formalized by a contract extension that is approved by both parties.

SCHEDULE

The proposed schedule is as follows:

Award Contract:	February 18 th , 2025
Annual Completion Dates for Projects:	Project 1- June 15 th , 2025
	Project 2- June 30 th , 2025

If the Bidder is not able to complete the work within this time frame or is able to complete the work within a shorter time frame, the Bidder should specify in the tender, the start and end date of its proposed delivery schedule.

A penalty of \$500.00 per day may be charged if gravel crushing is not completed prior to completion dates indicated above.

TENDER CLOSING

Sealed tenders must be received by 4:30 pm on Friday, February 14th, 2025 at the following address:

Riverdale Municipality
PO Box 520
670 – 2nd Avenue
Rivers MB R0K 1X0

Attn: Manager of Municipal Operations

The time the bids are received will be conclusively deemed to be the time shown on the clock used by Riverdale Municipality for this purpose.

BIDDER INSTRUCTIONS & GENERAL TERMS OF TENDER

1.0 Submission of Tenders

Tenders in accordance with the Invitation to Tender, Bidding Instructions & General Terms of Tender must be received by Riverdale Municipality by Closing at the location indicated in the Invitation to Tender. Tenders received after Closing will not be considered.

The Riverdale Municipality may extend the time and/or date of Closing by addendum for any reason and, in that case, the extended date and/or time of Closing will become the new Closing Date.

Tenders must be delivered by hand or mail/courier in a sealed envelope clearly marked with the Tender title, Bidder's name and Bidder's address. Faxed, emailed or unsealed submissions will not be accepted.

2.0 Form of Tender

Bidders shall submit two (2) printed and signed copies of the bid, in the form attached as Schedule A and setting out in sufficient detail:

- (i) Company name and contact information; and
- (ii) Bid price and GST listed as separate line items.

3.0 Signatures

All tenders shall contain the full legal name of the individual, company or partnership submitting the bid, the Bidder's address and other contact information and, in the case of a company, partnership or other corporate entity, shall be signed by an authorized signatory of the bidder capable of legally binding the Bidder.

4.0 Conditions

The Undersigned (referred to as the "Bidder" and the "Contractor"), have carefully read the Tender Documents and hereby agree to execute and complete the Work contemplated in strict accordance with the said Tender Documents as the prices shown in the Schedule of Prices.

It is understood that:

- (i) The estimated quantities shown in this Tender are approximate only and are used for the purpose of comparing bids;

- (ii) No claim shall be made by the Bidder on account of any loss of anticipated profits resulting from any excess or deficiency in the estimated quantities;
- (iii) Annual payment for work under this Contract will be made on the basis of quantities measured by the Contractor providing the municipality with before and after lidar or photogrammetry images as the quantity report of the stockpile area to verify the quantity crushed. Quantity at the unit prices or lump sum prices submitted, which shall be compensation in full for all the work done under the terms of the Contract;
- (iv) The prices quoted shall bear a proper relationship to the value of work done or materials supplied; and
- (v) A penalty of \$500.00 per day may be charged if gravel crushing is not completed prior to completion dates indicated above.
- (vi) All municipal and provincial regulations are to be adhered to by the approved contractor.

5.0 Rights and Reservations

Riverdale Municipality:

- (i) Reserves the right to reject any or all bids;
- (ii) May not accept the lowest price or any bid and may, at its sole discretion, accept any bid that is deemed to be most beneficial to the Riverdale Municipality;
- (iii) Reserves the right to waive informalities, irregularities, technicalities and minor non-compliances;
- (iv) May cancel this tender at any time prior to or after closing;
- (v) Reserves the right to accept a bid in total or in part or to accept some or all options listed;
- (vi) Reserves the right, in the event that only one bid is received, to terminate this tender process;
- (vii) May reject any bid that is unsigned, improperly signed, not sealed, conditional, illegible, contains arithmetical errors, erasures or irregularities of any kind;
- (viii) Reserves the right to change the Scope of Work and retender the Project or negotiate the Scope of Work, or a portion thereof, if Riverdale Municipality does not receive a substantially compliant bid within the Municipality's budget;
- (ix) Reserves the right to reject any bids submitted by a bidder who has previously defaulted on a tender or otherwise failed to complete a contract with Municipality;
- (x) Reserves the right to consider its legal position and risk associated with entering into a contract with a party that Riverdale Municipality is in litigation with or has a history of unsatisfactory performance; and
- (xi) In the event of a discrepancy between a unit price and an extension of price, the unit price will govern.

6.0 MANDATORY CRITERIA

Received by Closing Date

Part 1 – Signed Tender Agreement Received

Part 2 – Schedule of Prices and Delivery Schedule Received

Part 3 – Proof of Workers Compensation Number Received

7.0 Notice of Award

Riverdale Municipality will provide notice of award in writing to the successful bidder.

8.0 Revisions, Withdrawal and Irrevocability

Amendments to tenders may be submitted in writing at any time before Closing. No amendments or revisions received after Closing will be considered. Any amendment must be signed by an authorized signatory of the bidder and submitted in accordance with the requirements for the Submission of Tenders, as set out above. All tenders will remain open for acceptance for thirty (30) days after Closing.

9.0 Costs of Preparation and Limitation of Liability

All costs incurred by the bidder in the preparation and submission of their tender will be at their own expense. Riverdale Municipality will not be liable to any bidder for any claims, whether for costs, expenses, losses or damages, or for loss of anticipated profits, incurred by the bidder in preparing and submitting their tender or participating in this tender process.

10.0 Default of Bidder

If the successful bidder:

(i) Fails or refuses to enter into the Contract for the Works then such failure or refusal will be deemed to be a refusal by the successful bidder to enter into the Contract and Riverdale Municipality may, on written notice to the successful bidder, award the Contract to another party.

11.0 Workers Compensation

The Contractor shall comply with all provisions of the Worker's Compensation Act, with respect to all persons employed by the company and shall provide proof of coverage prior to commencement of the work.

12.0 Safety

The successful Bidder shall assume the responsibilities of the Prime Contractor for the Work as provided in Section 7 of The Workplace Safety and Health Act and shall sign a document with Riverdale Municipality identifying the successful Bidder as the prime contractor.

13.0 Prices

The bid price will represent the entire cost before GST to the Municipality for gravel crushing and stockpiling based on the quantities in the Schedule of Prices.

Notwithstanding the generality of the foregoing, bidders shall include in the bid price sufficient amounts to cover:

- (i) The costs of all labour, equipment, mileage/travel and material included in or required for gravel crushing and stockpiling, including all items which, while not specifically listed in the Schedule of Prices, are included in the Work;
- (ii) All overhead costs, including head office and on-site overhead costs, and all amounts for the profit of the supplier. The bid price shall cover all taxes and

assessments of any kind payable with respect to gravel crushing and stockpiling but shall not include GST. GST shall be listed as a separate item.

14.0 Supply Contract

The Contract for gravel crushing and stockpiling, to be entered into between the Municipality and the successful bidder, is referred to in this section as the "Contract" and the successful bidder is referred to herein as the "Contractor".

Riverdale Municipality and the Contractor will enter into a written contract for gravel crushing and stockpiling. The Contract will consist of a tender agreement, signed by both parties, which will include these tender documents and the required specifications contained herein.

Schedule A

BID SUBMISSION FORM

List of Contents

Bidders are requested to use this form for the submission of bids.

This form consists of the following:

1. Tender Agreement
2. Schedule of Prices and Delivery Schedule

TENDER AGREEMENT

The Agreement made on the day of in the year Two Thousand and Twenty Four by and between the Riverdale Municipality, Manitoba, hereinafter called the "RM" and hereinafter called the "Contractor" witnesses:

that the RM and the Contractor agree as follows:

Article A-1

The Contractor shall:

- a) Perform the Work as required by the Tender Package for Gravel Crushing and Stockpiling for a period of one year being 2025
- b) Do and fulfil everything indicated by this Agreement; and
- c) Complete gravel crushing and stockpiling no later than;
 - Project 1) June 15th, 2025
 - Project 2) June 30th, 2025

Article A-2

The Total Tender Price for Gravel Crushing and Stockpiling is
Project 1) Dollars and Cents, (\$),
in Canadian funds;
Project 2) Dollars and Cents, (\$),
in Canadian funds; and as detailed on Part B – Schedule of Prices and Delivery Schedule.

Article A-3

This bid shall be open for acceptance, binding and irrevocable for a period of thirty (30) calendar days following the Closing.

Article A-4

Subject to applicable legislation and the provisions of the Contract Documents, the RM shall make payments in Canadian funds to the Contractor, once terms of the contract are satisfied.

TENDER AGREEMENT
(CONTINUED)

Article A-5

The Riverdale Municipality will not consider compensation submissions for damage to equipment caused by debris found in the mined material.

Article A-6

This Contract may be terminated for cause if the Contractor or Municipality fails to perform in accordance with the terms and conditions of this Contract following delivery of a written thirty (30) day notice stating the grounds for such default.

Article A-7

Communications in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual member, or officer of the firm or Corporation for whom they are intended or if sent by post or by courier, to be delivered within five (5) working days of the date of mailing, dispatch or of delivery to the courier company when addressed as follows:

Riverdale Municipality
PO Box 520, Rivers, MB R0K 1X0

The Contractor at:

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PART B – SCHEDULE OF PRICES AND DELIVERY SCHEDULE

RIVERDALE MUNICIPALITY GRAVEL CRUSHING AND STOCKPILING

Item No.	Description	Unit	Quantity	Price per Cubic Yard	Total Tendered Amount	Amount per Cu. Yard if awarded additional yardage
1.	Crush and Stockpile-Mawer Pit	Cubic Yard	7,000		\$	\$
2.	Crush and Stockpile-Aspen Pit	Cubic Yard	8,000		\$	\$

Please state below the proposed dates for start of work and completion of work within the specified dates under Section 2.2 of the Invitation to Tender (or suggested alternative dates for start of work and completion of work):

Start of Work Date:

Completion of Work Date:

Bidder Company Name:

Bidder Mailing Address:

Bidder Contact Name:

Bidder Contact Phone Number:

Bidder Contact Email Address:

Bidder Workers Compensation Number:

Maximum size of rock you are capable of processing:

Equipment To Be Used:

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