



www.mdpeace.com

PO Box 34, 5240 - 52 Avenue,
Berwyn, AB T0H 0E0
(780) 338-3845

REQUEST FOR TENDERS
GRAVEL LOADING & HAULING 2026
RFT: MDP2026

RFT Closing
Monday, June 22nd, 2026
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 Tenders may not be withdrawn after the Tender Closing and will be irrevocable and open for acceptance by the MD for a period of thirty (30) days following the end of the day of the Tender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:
- At 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 Tender.

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. Tenders must be submitted by **2:00 pm** Mountain Standard Time **Monday June 22nd, 2026**.

- 3.2 The package or email must be clearly marked:
GRAVEL LOADING & HAULING 2026 and include the Tenderer’s name and address.
Attention to:

Brian Allen, 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 Inquiries related to the specifics of the work should be directed by email to efuller@mdpeace.com. Inquiries related to this RFT, and any related contract processes 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 Tenders 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 possesses 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 of approximately 31,500 tonnes of crushed granular aggregate in total as directed by the Municipal District of Peace No. 135 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 distance of haul is approximately seven and a half miles (7 ½ miles). The minimum number of trucks required is four (4), with a minimum hauling capability of 24 tons each. Truck configurations are limited to bottom (belly) dump trailers and tandem axle truck-and-pup trailer combinations. The MD will not accept tri-axle end dumps or tri-axle wagon trailers for hauling and spreading.

5.2 The Contractor is to provide a loader with an onboard or separate scale capable of generating a paper printout and trucks as required to complete the total project. The MD's Director of Operations 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 June 30th, 2025, and, weather permitting, to be completed within 4 consecutive weeks. The Work must be finished on or before August 29th, 2025.

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

6. LOCATIONS OF GRAVEL PITS

6.1 Locations of the gravel pits are provided 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 Director of Operations, may be used and all loads must be weighed out and recorded.

7.2 Checking scale tickets and directing onsite 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 unless approved by the CAO or Director of Operations.

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

THIS AGREEMENT MADE IN DUPLICATE THIS ____ DAY OF _____, 20__.

BETWEEN:

THE MUNICIPAL DISTRICT OF PEACE No. 135

P.O. Box 34
5240 52 Avenue
Berwyn, AB T0H 0E0
("the MD")

- AND -

(the "Contractor")

INDEPENDENT CONTRACTOR AGREEMENT

WHEREAS the MD wishes to engage the services of the Contractor as an independent contractor to provide _____ services;

AND WHEREAS the MD and the Contractor have reached agreement with respect to the terms and conditions under which the Contractor will provide such _____ services to the MD.

NOW, THEREFORE, in consideration of the promises, mutual terms, covenants and conditions herein, the parties hereto agree as follows:

A. General Conditions:

1. The parties hereby confirm and ratify matters contained and referred to in the preamble to this Agreement and agree that the same and various Schedules hereto are expressly incorporated into and form part of this Agreement.

The Schedule(s) to this Agreement are as follows:

Schedule "A" - RFT Loading and Hauling 2026

2. The Term of this Agreement is for ___ months, commencing _____, 20___ to _____, 20___ and may be extended at the sole discretion of the MD for such further term as it may decide.
3. The Agreement Rates for 'loading per tonne' and 'hauling per loaded mile' (GST excluded) are \$_____ and \$_____, as set out in section 8 of Schedule "A". The Contractor understands the quantity of crushed aggregate referred to in Section 5 of Schedule "A" is an approximate volume, and the Contractor may be instructed to haul less or more than the approximate total at the sole discretion of the MD.
4. The Contractor will not perform works of any kind beyond an invoiceable total of \$_____ plus GST, based on the Agreement Rates, without the prior written consent of the MD, and such consent may be arbitrarily withheld.
5. The Contractor shall receive payment in full within 45 days of completion of the work as set out in Section 5 of Schedule "A". Payment will be issued based on the sum totals of Loading and Hauling per the Agreement Rates following review and agreement by the parties.
6. The Contractor must not assign the Agreement, or any rights arising out of the Agreement, either in whole, or in part, without the prior written consent of the MD, and such consent may be arbitrarily withheld.

7. The Contractor must not retain the services of a subcontractor without the prior written consent of the MD, and such consent may be arbitrarily withheld.

8. Either party may terminate this Agreement at any time by providing written notice to the other party to that effect, such termination to take effect thirty (30) days after delivery of such notice to the party. On or before the effective date of termination of this Agreement, the Contractor must deliver to the MD:
 - (a) a written report detailing the Services performed pursuant to the Agreement up to and including the effective date of termination; and

 - (b) effective as of the effective date of termination, a final invoice for all Services performed pursuant to this Agreement which have not been previously invoiced.

9. The Contractor must at all times indemnify and save harmless the MD and its successors and assigns from and against any and all losses, liabilities, damages, costs and expenses of any kind whatsoever including, without limitation, the costs of defending, counter-claiming or claiming over against third parties in relation to any action or matter including legal fees, costs and disbursements on a solicitor-and-their-own-client full indemnity basis and at all court levels, which at any time or from time to time may be paid, incurred or asserted against the MD, as a direct or indirect result of the performance of the obligations of the Contractor and/or its employees pursuant to this Agreement. This Section survives the termination of this Agreement.

B. General Operation and Maintenance Conditions:

1. The Contractor must _____

as set out in the terms and conditions of this Agreement. Without restricting the generality of the foregoing, the Contractor must perform the duties required under the terms of this Agreement in accordance with Section 5 of Schedule "A" attached to and forming part of this Agreement.

2. The Contractor must take all reasonable precautions necessary to protect the MD's assets and their contents from damages during the performance of this Agreement.

3. The MD must provide the Contractor with access to each gravel pit and ensure areas where hauling services are required are safely accessible to the Contractor.
4. The Contractor must prepare and submit written reports where property damages, vandalism, or theft has occurred at or near MD assets, and said report must be in a clear typed form suitable for Insurance and Police purposes.
5. To ensure that good accounting practices are maintained, and that clear direction of authority is given, it is understood that the Contractor does not have any jurisdiction or authority to issue purchase orders, charge, or encumber the MD with any debts or liabilities associated with or in the performance of the Agreement.
6. The Contractor must supply the equipment and personnel necessary to load and haul gravel material provided by the MD at specified MD owned pits to perform this Agreement as per Sections 5 and 6 of Schedule "A".
7. The MD must provide equipment to level and grade gravel material loaded and hauled by the Contractor. The MD may also provide a person (or persons) to assist in the daily collection of documentation and record keeping on behalf of the MD.

C. General Contractor Obligations:

1. The Contractor agrees and shall ensure that wages, hours of work and conditions of employment of all persons employed by the Contractor and any Sub-Contractor in the performance of any required part of the Agreement shall be in compliance with the requirements of the Alberta Employment Standards Code, the Alberta Labour Relations Code, and any other applicable Law, Rule, Regulation or order of the Government of Alberta.
2. Unless otherwise specified in the Agreement the Contractor must provide and pay for all Labour necessary for the performance of the Agreement. The Contractor must pay for all income tax, Canada Pension, unemployment insurance and all other required payments, contributions or deductions including, but not limited to, any assessments levied pursuant to the *Workers' Compensation Act* that arise or may hereafter arise with respect to the Services performed by the Contractor under this Agreement. Should the MD, for Provincial legal reasons, be required to provide W.C.B. coverage for the Contractor, the MD will provide W.C.B. coverage and subsequently deduct the applicable premium from the total tendered Agreement rate.

3. The Contractor must ensure that persons performing hauling activities document the following details and provide a copy of this documentation to an MD gravel checker daily:
 - Date and pit location
 - Unit number of truck used to haul
 - Load count
 - Weight of each load in metric tonnes rounded to two decimal places
 - Time of loading for each load to the nearest minute
 - Location each load is delivered to as described in a mileage map provided by the MD

4. The Contractor must ensure that persons employed in the performance of the Agreement are skilled in, and competent to properly perform the tasks assigned to them, as and when required by laws, rules, regulations or the Contractor.

5. Subject to the above, labour from the locality where the Agreement is being performed must be employed to the full extent to which it is available, consistent with proper qualifications, for the expeditious performance of the Agreement.

6. The Contractor must maintain good order and discipline among the persons it employs while performing the services in this Agreement.

7. Without in any way limiting the liability of the Contractor under this Contract, the Contractor shall obtain and maintain in force during the term the following insurance, all satisfactory and submitted in writing to the MD, acting reasonably:
 - At 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

8. The Contractor must obtain and maintain at its sole expense all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction relating to the activities of the Contractor pursuant to this Agreement.
9. The Contractor must promptly comply with and conform to the requirements of every applicable law, bylaw, regulation, ordinance and order at any time or from time to time enforced during the Term affecting the activities of the Contractor pursuant to this Agreement.

D. General Administration Conditions:

1. The Contractor may be immediately suspended or terminated for the following reasons:
 - (a) where public safety, or the Contractor and/or its employees' safety is placed in jeopardy as a result of the Contractor's or its employees' failure to comply with Alberta Occupational Health and Safety Act standards and regulations thereto in the performance of the Agreement.
 - (b) discreditable conduct towards the MD Council and/or its employees.
 - (c) insubordination by refusing, omitting, or neglecting to carry out any work that is directed by the MD to be done under the terms of the Agreement.
 - (d) deceit whereby false statements are knowingly passed on to the MD on which they may be required to act.
 - (e) the use of intoxicating liquor and/or drugs in a manner prejudicial to duty, and/or receives liquor or drugs as a gratuity for personal gain.

- (f) bankruptcy.
2. This Agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by the parties hereto but not otherwise.
 3. If the Contractor is in breach of the Agreement and the nature of the breach is such that it cannot be cured within ten (10) days from the date upon which the MD delivers notice of such breach to the Contractor, then the MD may immediately terminate this Agreement by delivering a notice to such effect to the Contractor. Any costs incurred by the MD to cure the said breach is the responsibility of the Contractor and such costs may be set off against any sum of money owed by the MD to the Contractor, as such may exist from time to time, until all amounts owing to the MD have been completely set off.
 4. The MD may deduct from any amount claimed by or payable to the Contractor, an amount equal to the value, as determined by the MD, for required Services that are not rendered in accordance with the Agreement.
 5. The MD may deduct from any amount payable to the Contractor:
 - (a) the amount of any unresolved third-party claim submitted pursuant to the Public Works Act.
 - (b) the amount of any unpaid or overdue statutory account related to the Agreement and which is enforceable against the MD.
 6. The MD may withhold all or part of any amount payable to the Contractor to protect the MD or third parties from losses due to the Contractor's:
 - (a) failure to make payments properly to Subcontractors or for labour, materials, or equipment.
 - (b) for using MD equipment and/or assets where charges apply.

7. The Contractor's invoice for final payment under this Agreement must include a Certificate of Clearance from Worker's Compensation Board.
8. It is the intention of the parties to this agreement that the Contractor be an independent Contractor in the performance of the terms of this Agreement and that no employer/employee relationship is to be created between the Contractor, their employees or agents and the MD. No rights, privileges, benefits or compensation other than those which are expressly set out in this Agreement shall apply to the Contractor.

E. General

1. Notices

Whether or not stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder must be in writing. Notice must be served by one of the following means:

- (a) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery is during normal business hours. Personally delivered Notice is deemed received when delivered as aforesaid; or
- (b) by telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice served is deemed received on the earlier of:
 - (i) upon transmission with answer back confirmation if received within the normal working hours of the business day; or
 - (ii) at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
- (c) by mailing via registered post, postage prepaid, to the party on whom it is served. The notice so served is deemed to be received seventy-two (72) hours after the date it is postmarked.

In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption is deemed to have been received unless actually received.

2. Except as herein otherwise provided, Notice required to be given pursuant to this Agreement is deemed to have been received by the addressee on the date received when served by hand or courier, or ten (10) days after the same has been mailed in a prepaid envelope by single registered mail to:

(a) The MD of Peace No. 135: P.O. Box 34
5240 52 Avenue
Berwyn, AB T0H 0E0

Phone: (780) 338-3845

Fax: (780) 338-2222

(b) The Contractor:

or to such other addresses as each party may from time to time direct in writing.

3. Governing Law

It is the intention of the parties that this Agreement be construed and governed by the laws of the Province of Alberta.

4. Time of Essence

Time is of the essence of this Agreement.

5. Survival

The provisions of this Agreement, which by their context are meant to survive the expiry or earlier termination of this Agreement, so survive for the benefit of the party relying upon the same.

6. Overlooking and Condoning

Any condoning, excusing or overlooking by the MD of any default, breach or non-observance by the Contractor at any time or times in respect of any covenant, proviso or condition herein contained will not operate as a waiver of the MD's rights hereunder in respect of any subsequent default, breach or non-observance nor so as to defeat or affect in any way the rights of the MD hereunder in respect of any subsequent default, breach or non-observance.

7. Captions

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

8. Relationship Between Parties

Nothing contained herein must be deemed or construed by the parties hereto nor by any third party, as creating the relationship of principal and agent or of partnership, or of a joint venture agreement between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto must be deemed to create any relationship between the parties hereto other than an independent service agreement between two parties at arm's length.

9. Agreement Entire Relationship

The parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement and that this Agreement constitutes the entire agreement between the Contractor and the MD.

10. Further Assurances

The parties agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time to carry out the terms and conditions of this Agreement in accordance with their true intent.

11. Counterparts

This Agreement may be executed in several counterparts each of which when so executed must be deemed to be an original, and such counterparts must constitute the one and same instrument and notwithstanding their date of execution must be deemed to bear date as of the date of this Agreement.

12. Statutory Reference

Any reference to a statute must include and must be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder and any final judicial decisions interpreting the same, with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

13. Severance

All the provisions of this Agreement must be treated as separate and distinct and if any provision hereof is declared invalid, the other provisions must nevertheless remain in full force and effect.

14. Binding Effect

This Agreement and everything herein contained must endure to the benefit of and be binding upon the successors and permitted assigns, of each of the parties hereto.

15. Set off

If the Contractor fails to make any payment to any third party for which the MD may be liable, without limiting or waiving any right or remedy against the Contractor hereunder, the MD may pay such third party on behalf of the Contractor. Any amount paid in accordance with this Section constitutes a debt due and owing to the MD and such an amount may be set off against any sum of money owed by the MD to the Contractor, as such may exist from time to time, until all amounts owing to the MD have been completely set off.

16. Independent Legal Advice

The parties hereby acknowledge and confirm that each was advised by the other to obtain independent legal or other professional advice and that by executing this Agreement each hereby confirms that it has had the opportunity to seek independent legal or professional advice prior to executing this Agreement and has either:

- (a) obtained such legal or other professional advice; or
- (b) waived the right to obtain such independent legal or other professional advice.

This Agreement takes effect upon the day and year first above written and applies for the Term of the Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first written above.

Municipal District of Peace No. 135:

Brian Allen, CAO

Date

Witness

Date

Contractor:

Contractor Representative

Date

Witness

Date