



QUOTATION

Item #L-32/17

Decommissioning & Abandonment of Waste Oil Underground Storage Tank

Note: A Site Visit will be held on Monday, September 11, 2017. Refer to Instructions to Bidders #3, Site Visit for further details.

Decommissioning & Abandonment of Waste Oil Underground Storage Tank

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Specifications – Appendix 1

Bid Form

The following information is available for download on the City of Brandon website: <https://purchasing.brandon.ca>

1. Site Plan – Figure 01
2. Proposed Remedial Activities – Figure 02
3. As-Built Records

PART A. - INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

Where in the Quotation Documents where the singular or masculine are used, the same shall be construed as meaning the plural or the feminine or the neuter as the context may reasonably require, and where the following terms are used, the intent and meaning shall be, unless the context otherwise requires, as follows:

"Bidder" means any person submitting a Bid Submission for work, which includes but is not limited to vendor, supplier, firm, contractor, architect, consultant, proponent, or tenderer.

"City" means the Municipal Corporation of the City of Brandon.

"Bid Submission" means an offer from a Bidder in response to a Bid Solicitation.

"Quotation Documents" means the Invitation to Bid, these Instructions to Bidders, Supplemental Conditions, the Bid Form, Specifications, and all Addenda.

2. ENQUIRIES

Administrative enquiries and requests for clarification of the Quotation process shall be made to Lindsay Loree, either by Fax at 204-726-8546 or Email **purchasing@brandon.ca** and must be received not less than seven (7) days prior to the date for closing of Quotations.

3. SITE VISIT

A Site Visit will be held on Monday, September 11, 2017 at 9:30 a.m. at the Civic Services Complex, 900 Richmond Avenue East. Meet at the reception desk. Sign in will begin at 9:15 a.m. This meeting is not mandatory but interested parties are encouraged to attend as it will be the only opportunity to view the site.

4. PRICING

Prices shall be in Canadian Funds and shall be the total cost to the City of Brandon, including all applicable Federal and Provincial Taxes, duties, license costs, fees, insurance, worker's compensation, vacation pay and all other charges, costs and assessments with all items being F.O.B. 900 Richmond Avenue East, Brandon, Manitoba. It is the Bidder's sole responsibility to determine whether or not taxes are applicable.

5. RECEIPT OF QUOTATIONS

The Quotation shall be mailed or delivered in a sealed envelope clearly and legibly identified on the outside as: **ITEM #L-32/17 CONFIDENTIAL – Decommissioning & Abandonment of Waste Oil Underground Storage Tank** and must be received by either method specified below before 5:00:00 p.m., local Brandon time, **Wednesday, September 20, 2017** to be accepted.

6. SUBMISSION OF QUOTATIONS

The Bidder shall submit his Quotation on original or unaltered copies of the Bid Form provided herein. Any information provided by the City on any form must not be altered by the Bidder unless instructed so by written Addenda. The Bidder shall initial and date each and every correction, change, erasure on the Form and shall be clearly signed by the Bidder, and shall clearly show the address of the Bidder, the Bidder's telephone number, and the date on which the Bid Form was signed by the Bidder.

Bids submitted by a partnership shall be signed and sealed in the name of the partnership by the authorized signing and sealing officers of the company. The name of the company and the names of the company along with titles of the signing officers shall be clearly printed in the spaces provided on the Bid Form.

The Quotation shall be delivered to the City by ONE of the following methods:

a) **By MAIL/COURIER DELIVERY**

Addressed to the City of Brandon as follows:
Lindsay Loree, SCMP
Procurement Manager
City of Brandon – Finance Department
410 - 9th St., Brandon, Manitoba R7A 6A2

b) **By HAND DELIVERY**

Lindsay Loree, SCMP
Procurement Manager
Finance Department (Main level) City Hall, 410 - 9th Street
Brandon, Manitoba

c) **By FAX DELIVERY**

Faxed submissions are not accepted.

7. ADDENDA

The City shall have the right to amend the Quotation Documents prior to the date set for receipt of Bids. Revisions or clarifications will be issued in the form of Addenda forwarded to all registered recipients of the Documents. Verbal and other interpretations or clarifications will be binding only when confirmed by written Addenda. Bidders shall acknowledge receipt of all Addenda to the Quotation Documents in the space provided on the Bid Form. Failure to acknowledge all Addenda may cause the Quotation to be rejected.

8. ALTERNATE BIDS

Alternate Bid Submissions are accepted. A separate Bid Form offering an alternate may be attached to the Bid Submission, but a Bid Submission in the proper form must be offered complete and in no way be made conditional upon the terms contained in the separate Bid Form. A note "See Alternate Attached" may be added to the Bid Submission.

9. WITHDRAWAL OF QUOTATIONS

A Bidder shall be permitted to withdraw his Quotation, without penalty, if such request is received in writing by the Procurement Manager, prior to the time specified herein for receipt of Bids:

The City of Brandon
410 - 9th Street
Brandon, MB R7A 6A2

Ph: 204-729-2252
FX: 204-726-8546
E: purchasing@brandon.ca

The City shall retain the Quotation until after the time specified herein for the receipt of Quotations. The submission will be opened to verify that the name and signature of the person requesting the Quotation be withdrawn is the same as the name and signature of the person who submitted the Quotation. If the information is the same, the Procurement Manager will declare the bid withdrawn.

10. REJECTION OF QUOTATIONS

The City reserves the right to reject any or all Quotations, the City in its sole discretion may reject as non-compliant any Quotation which contains omissions, erasures; is ambiguous or unclear as to meaning or intent; is incomplete, illegible, conditional or contains a qualifier; contains any non-requested alterations or additions to the information provided by the City; is obviously unbalanced; or fails to comply sufficiently with the Instructions to Bidders. The City may, in its sole discretion, waive any and all defects, informalities, and accept any Quotation, as compliant, which it considers is in the best interest of the City of Brandon.

11. AWARD AND EXECUTION OF QUOTATIONS

The City reserves the right to cancel this Quotation at any time. The Award of the Quotation, if it is to be awarded, shall be made within sixty (60) calendar days of the date on which the Bids were opened, unless an extension of the said sixty (60) days is mutually agreed upon in writing between one or more Bidders and the City. Should no award be made within the said sixty (60) days or within any mutually agreeable extension thereof, then all Bidders shall be relieved of any obligation to enter into a Contract.

The award of the Quotation will not be binding until the successful Bidder has received written notification of the award of the Quotation from the Procurement Manager of the City of Brandon. No other act of the City shall constitute an award of the Quotation. The award of the Quotation shall fall under the governing laws of the Province of Manitoba.

The lowest or any Quotation will not necessarily be accepted.

PART B. – SUPPLEMENTAL CONDITIONS

**The City of Brandon
For
Decommissioning & Abandonment of Waste Oil Underground Storage Tank**

A) Application

- A.1** The City of Brandon is requesting Quotations for the decommissioning and abandonment in-place of a former waste oil underground storage tank (UST) located at the Civic Services Centre at 900 Richmond Avenue East in Brandon, Manitoba.
- A.2** The Contractor shall supply all material, equipment and labor required to perform and complete the Work.
- A.3** The Contractor must comply with all Canadian Federal, Provincial, and Municipal Safety Regulations and Standards.
- A.4** It is the responsibility of the Contractor to abide by the construction requirements as stated in the City of Brandon Engineering Department Standard Construction Specification Book and General Conditions of the Contract. Documents are available in electronic form on the City of Brandon website <https://purchasing.brandon.ca>.
- A.5** Appendix 1 indicates the minimum specifications.

B) Local License Requirements

Any persons conducting business within the City of Brandon from a Brandon residential address must have a valid Business License. This includes agents from companies that are not based in Brandon but where the agent is conducting his/her business from a Brandon address. Non-compliance will result in rejection of a bid.

All successful Bidders of construction or service work for the City of Brandon, whether Brandon-based or otherwise, must obtain a City of Brandon License. This is not applicable to suppliers from outside of the City who supply the City of Brandon with goods for the sole use of the City.

Any inquiries on the above should be directed to Municipal Licensing at 204-729-2230.

C) Schedule

The City of Brandon intends to evaluate the Quotations and provide recommendations to Procurement Services within four (4) weeks of Quotation closing.

D) Selection Process/Criteria

- 1) Cost; and
- 2) Completion date.

The City reserves the right to contact or interview any or all Bidders to clarify their Bid Submission.

The City of Brandon will normally award contracts to the lowest competent Bidder meeting the required specifications. However, the City retains the right to reject any or all Bids and take into consideration past performance of Bidders on similar contracts, both in and out of the City of Brandon and such other factors the City considers relevant including the timing of services to be provided.

E) Submittal Requirements

Reply to this request with one (1) copy of your Quotation. Limit your submittal to 8 ½" x 11" pages double sided. Failure to include the following information will render your Bid Submission non-compliant.

Please include the following:

- 1) Bid Form;
- 2) Specification sheet for slurry mix.

F) Insurance and Indemnification Requirements

Workers Compensation Number must be current and in good standing.

The Contractor shall be deemed the prime contractor for the project and is solely responsible for construction and public safety at the site and for securing the site at all times to prevent public access. The Contractor shall carry out the work in accordance with the construction safety code in force at the place of work and in accordance with the applicable Workplace Safety and Health Act Regulation for Manitoba. The Contractor shall insure that when work is stopped, the Contractor leaves the Site in a safe and secure manner. At the discretion of the General Manager of Operations or his/her designate, may require additional safety precautions over and above the codes during the construction.

The Contractor shall at his own expense obtain Comprehensive General Liability (Occurrence form) policy written in the Contractor's name and including the City of Brandon as an additional named insured in the amount of not less than \$5,000,000 (five million dollars) inclusive for bodily injury and/or property damage for any one occurrence or series of occurrences arising out of one cause. Legal or defence costs incurred in respect of a claim or claims shall not operate to decrease the limit of liability. A Certificate of Insurance shall be provided prior to commencing work.

Obtain Automobile Public Liability and Property Damage, owned and non-owned vehicles.

Bodily Injury: each person each accident \$2,000,000 (two million dollars) per occurrence.

APPENDIX 1

SPECIFICATIONS ITEM #L-32/17

Decommissioning & Abandonment of Waste Oil Underground Storage Tank

A) Background

The existing UST:

1. Situated below a concrete apron with a protected concrete curb on the east side of the Civic Services Complete. A general site layout of the property is attached for reference.
2. There is a 600 mm diameter manhole, 50 mm diameter vent pipe and 100 mm diameter port exposed at the surface of the apron
3. One (1) 25,000L single walled steel tank, serial number ULC A972-136C was installed in September 1987.
4. 5.1 m in length and 2.4 m in diameter. As-built records for the tank are attached for reference.
5. Two (2) underground lines (50 mm and 100 mm) that extend between the interior wall of the service garage and the tank. The lines were blocked when the tank was taken out of service in the summer of 2015, but have not been properly sealed and/or capped.
6. The bulk contents of the tank were pumped out in the summer of 2015. Dip measurements taken on May 29, 2017 indicate that the tank currently contains approximately 300L of residual liquid.
7. On May 30, 2017, a test drilling and soil sampling program was completed in the area of the UST, consisting of seven test holes at a depth of 6.1 m. Based on these results, Manitoba Sustainable Development have indicated that the tank can be abandoned in place.

B) Scope of Work & Specifications

The City will retain the services of a licensed petroleum contractor to decommission the underground piping and abandon the tank in-place in compliance with all applicable federal, provincial and municipal regulations, guidelines, codes and by-laws, including the CCME Code of Practice for Aboveground and Underground Storage Tank Systems containing Petroleum and Allied Petroleum Products (PN 1326) and the National Fire Code (NFC). This will involve, but will not be limited to the following activities:

1. Obtain all required permits and approvals to carry out the work;
2. Permanently seal off all underground piping connections extending between the building and the tank;
3. Remove the vent riser pipe and permanently cap the connection at grade level;
4. Remove all remaining liquids and sludge from the tank;
5. Purge the tank and vapors to less than 10% of the lower explosive limit (LEL);
6. Steam cleaning the interior of the tank and visually inspect and document any evidence of corrosion;
7. Collect all liquid and sludge from the tank, including residual liquid from steam cleaning, and transporting the waste off-site to a licensed disposal facility;
8. Fill the tank and all voids with a self-leveling, unshrinkable controlled density fill or slurry with the following physical properties: 180 – 200 mm slump and 1-2 MPa strength;
9. Permanently seal off the manhole and all other existing openings in the concrete apron; and
10. Provide manifests for the transport of all hazardous materials and/or special wastes; and documents specifying the source of the fill material.

To ensure that the tank is completely filled, the tank shall be backfilled to 95% capacity on the initial day of site work, with the remainder of the tank backfilled on the following day. Prior to placing the final fill, the Contractor shall remove any water that may have accumulated from the initial fill placement.

C) Additional Requirements:

1. Upon request, Bidders shall provide a copy of the license issued by the Province of Manitoba for the Licensed Petroleum Technician (LPT).
2. The Contractor shall complete the Work within four (4) weeks of receipt of purchase order.
3. The Contractor shall abide by all applicable regulations and codes. All required permitting is the responsibility of the Contractor. The Contractor shall not commence Work until all required permits have been applied for and approved.
4. The Contractor shall obtain locations for all utilities prior to the commencement of the Work and shall obtain approvals from the respective utility companies (if required) prior to the commencement of Work.
5. The Contractor shall coordinate his daily Work schedule with the General Manager of Operations, or his designate, so as not to interfere with the daily operations of the Civic Services Complex.
6. Upon request, the Contractor shall provide a copy of their safety plan to the General Manager of Operations, or his/her designate.
7. The Contractor shall abide by all rules and regulations for confined space entry for each staff member entering in/out of the tank.
8. The Contractor shall be responsible for the reinstatement and repair of all items damaged as a result of the Work. Such repairs must be completed to the City's satisfaction prior to the job completion/final payment.
9. The Contractor shall be responsible for maintaining a clean work site and shall ensure that their work does not pose any safety hazards to City employees or the public.
10. At completion of the Work the Contractor shall remove from the job site all equipment, surplus material and debris resulting from the Work.
11. Any debris that is accumulated during the Work is to be removed from the jobsite once complete. Any additional fees acquired by the Contractor, such as tipping fees for the disposal of job site waste, are the sole responsibility of the Contractor.

D) Warranty:

1. The Contractor shall, unless specifically stated otherwise in the Contract Documents, at his sole cost and expense, maintain the Work against any and all defects or deficiencies that may arise for a period of twelve (12) months from the date of the Certificate of Final Completion of the Work.

*This document must be witnessed to be compliant.