



## QUOTATION

Item #L-16/16

**Equipment Rental for Embankment Stabilization  
at the Wheat City Golf Course**

**Equipment Rental for Embankment Stabilization at the Wheat City Golf Course**  
**TABLE OF CONTENTS**

**Part A. – Instructions of Bidders**

1. Definitions	1
2. Enquiries	1
3. Pricing	1
4. Receipt of Quotations	1
5. Submission of Quotations	1-2
6. Addenda	2
7. Approved Equals	2
8. Withdrawal of Quotations	2
9. Rejection of Quotations	2
10. Award and Execution of Quotations	3

**Part B. – Supplemental Conditions**

A. Application	4
B. Local License Requirements	4
C. Schedule	4
D. Selection Process Criteria	4
E. Submittal Requirements	4
F. Insurance and Indemnification Requirements	5

**Specifications – Appendix 1**

**Bid Form**

Additional information available for download from the City of Brandon website <https://purchasing.brandon.ca>

1. Agreement – Embankment Stabilization

## **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 an individual, firm, partnership, association or corporation, or any combination thereof, submitting a Quotation for the Work, and includes heirs, administrators, executors, or legal representative of a Bidder.

"City" means the City of Brandon of the Province of Manitoba as incorporated under the Brandon Charter Act, Chapter 71, Statutes of Manitoba 1989-1990, and any subsequent amendments thereto, and as represented by the Council.

"Bid Submission" means the portion of the Documents that must be completed or provided by the Bidder by the time and date set out herein for the receipt of Bids, to constitute a compliant Quotation and includes the Bid Form and any additional documents that may be requested herein.

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

### **2. ENQUIRIES**

Administrative inquiries 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](mailto:purchasing@brandon.ca)** and must be received not less than seven (7) days prior to the date for closing of Quotations.

### **3. 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. Jobsite, Brandon, MB. It is the Bidder's sole responsibility to determine whether or not taxes are applicable. Pricing is to be firm for sixty (60) days after the closing date.

### **4. RECEIPT OF QUOTATIONS**

The Quotation shall be mailed or delivered in a sealed envelope clearly and legibly identified on the outside as: **ITEM #L-16/16 CONFIDENTIAL Equipment Rental for Embankment Stabilization** and must be received by either method specified below before 5:00:00 p.m., local Brandon time, **Monday, October 24, 2016** to be accepted.

### **5. 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 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/COURIERED DELIVERED**

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) **FAX DELIVERED**

**Fax submissions are not accepted.**

**6. 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.

**7. APPROVED EQUALS**

Where in the Quotation Documents the equipment specified shall be used by the Bidder, unless written Addenda for the substitution of an 'approved equal' is issued by the Procurement Manager prior to the date set herein for receipt of Quotations. Written requests for acceptance of an 'approved equal' shall be received by the Procurement Manager not less than one (1) calendar day prior to the date set herein for receipt of Quotations and each request shall include the make, model, year and deviations from the requested equipment for the Manager's review.

**8. 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](mailto: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.

**9. 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.

#### **10. 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 Quotations 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.

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**The City of Brandon  
For  
Equipment Rental for Embankment Stabilization at the Wheat City Golf Course**

**A) Application**

- A.1** The City of Brandon requires equipment with operator to assist with the embankment stabilization work to be completed at the Wheat City Golf Course.
- A.2** The successful Contractor must be COR Certified and shall supply equipment and labor required to perform and complete the Work.
- A.3** It is the responsibility of the Contractor to abide by the construction requirements as stated in the City of Brandon Standard Construction Specifications and the General Conditions of the contract. The documents are available on the City of Brandon website <https://purchasing.brandon.ca/>
- A.4** The items must meet all Canadian Federal, Provincial, Municipal Safety Regulations and Standards.
- 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 the Purchasing department within two (2) days of the closing date.

**D) Selection Process/Criteria**

- 1) Cost

Preference will be given to Contractors that provide pricing for all units required.

The City reserves the right to contact or interview any or all bidders to clarify their 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 may 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 x11" pages double sided. Failure to include the following information will render your bid submission non-compliant.

**Please include the following:**

- 1) Bid Form

**F) Insurance and Indemnification Requirements**

Workers Compensation Number must be current and in good standing.

The successful Contractor shall at his 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.

## APPENDIX 1

### SPECIFICATIONS ITEM #L-16/16

#### Equipment Rental for Embankment Stabilization at the Wheat City Golf Course

##### A) Overview of Work

1. The City is raising the height of the existing embankment to the 2014 flood level to protect the Wheat City Golf Course (located at 3500 McDonald Avenue). The City requires additional equipment with operators to assist in this Work and work in conjunction with City staff already working onsite. Time is of the essence to complete this work in 2016. City equipment operated on site will be one (1) rock truck (hauling clay), one (1) dozer (flattening clay) and one (1) grader (controlling haul roads). Other City units may be utilized depending on resources.
2. Holes 1, 2, 3 and 4 are located along the Assiniboine River therefore extreme care will be required while performing Work onsite.
3. The City's Site Superintendent will be responsible for directing all Work and advising the equipment operators of the tasks required each day.
4. A pre-construction meeting will be held following the award with the work to commence within one (1) day of the award.

##### B) Scope of Work

1. A bench cut will be established along holes 1, 2, 3, 4 and 7 and will be raised an additional 3 – 4 feet above the current embankment;
2. The borrow pit will be located along hole 16 and will be excavated to a safe level beside the oxbow. There is the possibility to have another pit near hole 18;
3. Material cannot enter the Assiniboine River;
4. The estimated quantity of clay required to be removed from the borrow pit and relocated to the embankment is 72,000 cubic yards;
5. Work shall be performed in a way minimizing damage to the Golf Course;
6. Working hours will be seven (7) days a week from sunup to sundown (weather dependent) until the Work is complete. Hours may be extended if deemed safe to work;
7. The City anticipates the work will be approximately 250 – 300 hours total for all equipment. The City will pay for actual hours of Work performed only. Lunch/supper breaks will be unpaid.
8. Unsuitable fill will be stockpiled in an area near the borrow pit; and
9. The borrow pit may be reclaimed in 2016, weather and cost dependent.

##### C) Contractor Equipment Required

<b>1. Excavator (1 – 2 units required)</b>	
Responsible for loading rock Trucks	
i. Minimum weight 65,000 lbs	ii. Minimum 2.5 yd <sup>3</sup> bucket
<b>2. Self-Propelled Sheepsfoot (2 units required)</b>	
Responsible for compacting dirt	
i. Unit 1 135-150 HP with drum width of 80-85 inches	ii. Unit 2 80-90 HP minimum with a minimum drum width of 48-53 inches
<b>3. Articulated Rock Trucks (3 units required)</b>	
Responsible for hauling clay	
i. Capacity of 19 yd <sup>3</sup> heaped	
<b>4. Track Type Excavator (1 unit required)</b>	
Responsible for finishing grade	
i. 6-way blade	ii. Minimum 50,000 lbs.
iii. Machine grade control system is mandatory as surveying will not be provided	iv. Responsible for program



**D) City Responsibilities**

1. Overseeing the project and directing Work as necessary;
2. Determining if fill is suitable or unsuitable;
3. Providing elevation (benchmark);
4. Providing signage;
5. Determining if it is safe to work and shutting work down if necessary; and
6. Providing pumps (if necessary).

**E) Contractor Responsibilities**

1. Provide equipment and labour to perform the Work;
2. Provide staff with equipment experience;
3. Ensuring equipment and operator are onsite daily;
4. Providing a timecard to the City's Site Superintendent daily for each piece of equipment
5. Ensuring Personal Protective Equipment (PPE) is worn onsite at all times. At minimum, this includes a vest, footwear, hard hat and eye protection;
6. Providing fully functional equipment;
7. Fueling equipment daily;
8. Delivery and pick up of equipment; equipment can stay on-site when not in use;
9. Equipment maintenance and repairs; and
10. Providing alternate equipment if equipment is out of service for twelve (12) or more hours.

**F) Pricing**

1. Pricing listed on the Bid Form must include all applicable fees including but not limited to delivery, pickup, fuel, maintenance, repairs and labour; the City will payment for the rates listed on the Bid Form;
2. Specify year/make/model of equipment on the Bid Form;
3. Base hours on ten (10) hour working days;
4. Indicate price on Bid Form for equipment mobilization;
5. Provide an optional cost for rental of rig mats; and
6. Provide optional cost for rental of light towers.

**CITY OF BRANDON  
BID FORM**

QUOTATION: Item #L-16/16

SUBJECT: Equipment Rental for Embankment Stabilization at the Wheat City Golf Course

CLOSING DAY: 5:00:00 pm local Brandon time, Monday, October 24, 2016

I, \_\_\_\_\_ representing \_\_\_\_\_  
(Name) (Company Name)  
of \_\_\_\_\_  
(Mailing Address) (City) (Province) (Postal Code)  
\_\_\_\_\_  
(Phone Number) (Fax Number) (G.S.T Registration Number)

Email Address: \_\_\_\_\_

I am authorized to bind the corporation and do hereby submit this as my price on the above-noted item.

The total amount of my bid price in Canadian funds including all duties, fees, insurance etc., F.O.B., Jobsite, Brandon, Manitoba, is:

**Equipment Rental for Embankment Stabilization at the Wheat City Golf Course**

Description	Base Price per Hour	(5%) G.S.T.	(8%) MB R.S.T.	Total Bid Price per Hour
Year/Make/Model: _____ Excavator #1				
Year/Make/Model: _____ Excavator #2				
Year/Make/Model: _____ Sheepsfoot #1				
Year/Make/Model: _____ Sheepsfoot #2				
Year/Make/Model: _____ Rock Truck #1				
Year/Make/Model: _____ Rock Truck #2				
Year/Make/Model: _____ Rock Truck #3				
Year/Make/Model: _____ Track Type Tractor				

Equipment Mobilization: \$ \_\_\_\_\_ (includes taxes)

**Options:**

Rig Mat Rental \$ \_\_\_\_\_ (includes taxes)

Light Tower Rental \$ \_\_\_\_\_ (includes taxes)

Workers Compensation #: \_\_\_\_\_ must be current and in good standing.

\_\_\_\_\_  
(Bidder to Initial)

Note: Please review Section E Submittal Requirements to ensure all documentation is submitted.

We hereby acknowledge receipt of the following Addenda to the Quotation Documents:

Addenda No _____	Date Received _____
Addenda No _____	Date Received _____
Addenda No _____	Date Received _____

_____	_____	_____
(Signature)	(Date)	(Witnessed by)*

I am authorized to bind the Corporation

\_\_\_\_\_

Print Name of Witness

\*This document must be witnessed to be compliant