



QUOTATION

Item #L-02

Third Street Dam Maintenance

Third Street Dam Maintenance

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Specifications – Appendix 1

Bid Form

The following information is appended for reference:

1. 3rd Street Dam Maintenance – Sheet 1

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 inquiries and requests for clarification of the Bid 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 one (1) day prior to the date for closing of Bids.

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. Job Site, Brandon Manitoba. It is the Bidder's sole responsibility to determine whether or not taxes are applicable.

4. RECEIPT OF QUOTATIONS

The Quotation shall be mailed or delivered in a sealed envelope clearly and legibly identified on the outside as: "**CONFIDENTIAL: ITEM #L-02 – Third Street Dam Maintenance**" and must be received by either method specified below before 5:00:00 p.m., local Brandon time, **Thursday, August 15, 2019** 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 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 Bid 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) **FAX DELIVERY**

Faxed 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. 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.

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

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 Bid will not necessarily be accepted.

PART B. – SUPPLEMENTAL CONDITIONS

The City of Brandon For Third Street Dam Maintenance

A) Application

- A.1** The City of Brandon requires pricing for work related to the maintenance of the Third Street Dam.
- A.2** The Contractor will provide all the necessary materials, labour and equipment to perform the work.
- A.3** 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.4** The successful Contractor 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 Procurement Services within one (1) day of Quotations closing.

D) Selection Process/Criteria

- a) Cost.**

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 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 Bid. 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 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 \$2,000,000 (two 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-02**

Third Street Dam Maintenance

Products

Rockfill

1. Rockfill material in the dam shall be well graded, rounded boulders, having a full range and even distribution of sizes and shall conform to the following gradations, located as indicated on the drawings:

- a. Rockfill upstream, upon, and immediately downstream of crest of dam, $d_{50} = 600\text{mm}$

| Canadian Metric Sieve Size (millimeters) | Percent of Total Dry Weight Passing Each Sieve |
|--|--|
| 800 | 100% |
| 600 | 50-70% |
| 400 | 25-40% |
| 250 | 10-20% |
| 100 | 0-5% |

- b. **The volume of rockfill required is approximately 500 cubic metres.**
 - c. The Contractor supplying rockfill shall be responsible for demonstrating that the material is of adequate quality and volume to meet the material specifications.

Scope of Work

1. Provide safety plan as required to complete the Work.
2. Procure, load, transport, unload, and place new rockfill material at 3rd Street Dam, location shown on attached Drawing. Volume is approximately 500 cubic metres.
 - a. Place rock to full width in layers of sufficient depth to contain maximum sized rocks, but in no case is layer thickness to exceed 0.8m.
 - b. Distribute rock material to fill voids with smaller fragments to form compact mass.
 - c. Allowable fill tolerances shall be within 100mm of the grade and thickness shown on the Drawing.
3. Grade slope to 20H:1V downstream and 4H:1V upstream of dam crest.
4. Rock on the existing 3rd Street Dam is not intended to be altered or moved. Only new rockfill shall be used to achieve slopes as shown on the Drawing.
5. The top of the dam can be accessed by equipment for rockfill placement, if the safety plan allows for it. Refer to photos below from original construction.
 - a. Any equipment entering the river shall have tracks or wheels sufficiently clean and free of organic matter
6. Note the following features of the existing 3rd Street Dam that must be retained and protected during maintenance work:
 - a. Sheet pile wall/core – stretches the length of the dam between shores.
 - b. Fishway, liner and boulder garden – approximately 6m wide, beginning 10m from the north shore of the river, extending from the crest downstream of the dam.
7. The City will measure and pay for a maximum of 600 cubic metres of rockfill. Method of measurement for rockfill will be based on weigh scale tickets for material acceptable to the Engineer. Tickets shall indicate date, time and be numbered in sequential order, with no duplicate numbers. Tickets shall indicate the truck number, gross vehicle weight, tare weight, net weight and quantity in cubic metres. Tickets shall be provided to the Engineer within seven (7) days of the delivery of material to site. Should tickets be provided after seven (7) days, there is no guarantee the material will be considered for payment.
8. Award is expected on **Friday, August 16, 2019.**
9. Survey by City Engineering Staff. City of Brandon will provide a bench mark near the site, method of grade transfer will be the responsibility of Contractor. City of Brandon will perform confirmatory

survey upon completion to verify grades.

10. All work **must be complete prior to September 13, 2019** to avoid impact on Fall Spawning Fish in Southern Manitoba.

Photos from Original Construction - for background information only



Original Construction Photo 1: Placement of rock dam core



Original Construction Photo 2: Final grading of rockfill

