



QUOTATION

Item #L-16

Stone Fence Rehabilitation – Phase III

Note: Bid Submissions will only be accepted via the City's online platform. Refer to Instructions to Bidders #5, Submission of Quotations, for further information.

Stone Fence Rehabilitation – Phase III

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Appendix 1 – Specifications

Bid Form

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

1. Stone Fence Rehabilitation Drawing
2. Project Area Map
3. Cap – 131 - 18th Street
4. Column – 131 - 18th Street
5. Front of Princess Section
6. Rear of Princess Section
7. Sample Agreement

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 the Procurement Manager in writing at **purchasing@brandon.ca** and must be received not less than five (5) days 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, workers 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 must be received by one of the methods indicated below before 5:00:00 p.m. local Brandon time, **Wednesday, July 21, 2021** to be accepted as a bona fide Bid Submission.

Bid Submissions must be received by the City before the stipulated closing time. Late Bid Submissions will not 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 to do so by written Addenda. The Bidder shall initial and date each correction, change, and/or erasure on the Bid Form. The Bid Form shall be clearly signed by the Bidder and shall clearly indicate 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 Submission shall be submitted to the City by the following method:

Via Online Bidding Platform (E-submission)

One (1) copy of an electronic Bid Submission in .PDF format shall be submitted via the "Submit Online Bid" link for the associated Bid Opportunity on the City of Brandon Purchasing & Tenders website: <https://purchasing.brandon.ca>.

The City utilizes an online bidding platform where electronic Bid Submissions may be submitted until the closing time indicated herein for receipt of Quotations.

The procedure for submitting electronic Bid Submissions can be viewed on the City's Purchasing & Tenders website or by clicking [here](#). Failure to follow the procedure as indicated may result in a Bid Submission not being received. Any failure or delay in the transmission or storage of an electronic Bid Submission is the sole responsibility of the Bidder and not of the City.

The City will ONLY accept electronic Bid Submissions uploaded to the City's online bidding platform. Electronic Bid Submissions sent via e-mail will **not** be accepted. If a Bidder encounters issues uploading an electronic Bid Submission, contact the City's Procurement Services Department at 204-729-2251.

A Bid Submission will only be considered to have been submitted once it has been received by the City in the online bidding platform. The time the Bid Submission is received shall be determined by the City's server time, which is linked to National Institute of Standards & Technology time. Bidders are advised the time the electronic Bid Submission is received is based on when the Bid Submission is received by the City's server.

A confirmation webpage will display advising the Bid Submission was submitted successfully and a confirmation email will be sent. Bidders should not consider their Bid Submission to have been submitted if the confirmation webpage does not display and a confirmation email is not received.

Bid Submissions received via the online bidding platform are held securely and are inaccessible by Procurement Services staff until after the stipulated closing date and time.

Mail, Courier, Hand Delivered, Facsimile or E-mail 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: 204-729-2251
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 Stone Fence Rehabilitation – Phase III

A) Application

- A.1** The City requires the restoration of a stone fence due to public safety concerns.
- A.2** The Contractor shall provide all the necessary material, equipment and labour 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** It is the responsibility of the Contractor to abide by all City of Brandon Planning, Property & Buildings Department requirements, by-laws and codes. All required permitting and associated costs related to meeting City of Brandon Planning, Property & Buildings Department's requirements are the responsibility of the Contractor. The Contractor shall not commence Work until all required permits have been applied for and approved.
- A.5** The Contractor must comply with all Canadian Federal, Provincial, Municipal Safety Regulations and Standards.
- A.6** 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 Quotations closing.

D) Selection Process/Criteria

- a)** Cost; and
- b)** Completion date.

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

The City 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 and such other factors the City considers relevant including the timing of services to be provided.

E) Submittal Requirements

Limit the submittal to 8½"x11" pages. Failure to include the following information will render the 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 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 Director of Planning and Buildings 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 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. A Certificate of Insurance shall be provided prior to commencing work.

G) Warranty

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 and deficiencies that may arise for a period of twelve (12) months from date of certificate of final completion of work.

Upon notification by the Deputy Chief of Police or his/her designate the Contractor shall at his/her sole cost and expense remedy any defects or deficiencies identified by the Deputy Chief of Police or his/her designate during the warranty period and any damage that may arise or result from defect or deficiencies or as a result of the correction of same.

The Contractor shall provide manufacturers warranty information for all products upon completion of the Work.

H) Contractor's Declaration

The Contractor declares that in bidding for the Work and in entering into a Contract with the City, he is aware of the Orders issued under the section 67 of the Public Health Act in response to the ongoing COVID-19 Pandemic, and has taken all necessary steps to ensure compliance with said Orders. The Contractor shall regularly check the Province of Manitoba COVID-19 webpage <https://Manitoba.ca/covid19> for updates and ensure compliance with any future Orders. As Prime Contractor, the Contractor shall ensure Subcontractors are also in compliance.

APPENDIX 1

SPECIFICATIONS ITEM #L-16

Stone Fence Rehabilitation – Phase III

A) OVERVIEW

The structure commonly known as the 'Stone Fence' is located along the 100-block of 17th Street and the 1700-block of Rosser and Princess Avenues in Brandon, MB. Designated as a Municipal Heritage Site in 2003, the Stone Fence is owned by the City but straddles property lines, with parts of the structure being within the City right-of-way and private properties.

Parts of the Stone Fence, a total of 46 m (150 ft.) in length, were damaged mainly due to two (2) trees undermining the structure. The damage is significant enough that the City requires the structure to be restored out of public safety concerns. Two sections to the south totaling 19.0m were restored in 2017 and 2018. This project will focus on a 14.0m long section (refer to "Project Area" map). The project will be funded by the City and in addition to potential funding from the Manitoba Designated Heritage Buildings Grant Program.

The owners of the recently consolidated property known as 155 – 18th Street, formerly 135, 141, 143, and 147 – 18th Street, are in the midst of developing their site. The owners and the City agreed that this is an appropriate time for this project to proceed, as there are no residents or businesses on site yet that may be impacted by work on this project. The owners and the City further agreed that the project area should encroach no more than 4.5m into the private property (refer to "Project Area" map).

Drawings, maps and pictures have been provided for reference.

B) SCOPE OF WORK

1. The Contractor shall:
 - a. Deconstruct an approximately 14.0 m long section of the Stone Fence identified in the attached "Project Area Map" in such a way to ensure the existing stone pattern can be replicated during wall reconstruction (refer to "Specifications").
 - b. Reconstruct the same section with a reinforced concrete strip footing (refer to "Stone Fence Rehabilitation Drawing").
 - c. Reconstruct the Stone Fence to replicate historical tolerances for construction and match historical finish (refer to photos "Front of Princess Section" and "Rear of Princess Section").
 - d. Use masonry mortar to try to match the existing construction as close as possible (refer to "Specifications").
 - e. Where stones are already missing when reconstructing the Stone Fence, replace with stones from quarries that produce stones matching physical characteristics of existing stones (refer to "Specifications").
 - f. Repair the concrete curb and any other City owned infrastructure damaged during completion of the Work.
2. Coordinate activities between the Contractor and other Works and/or property owner in adjacent areas. The Contractor will not have exclusive rights to the general area. The work area shall be restricted to the defined area shown on the Project Area Map.
3. Utility services are present in the area and must be located and soft exposed by the Contractor prior to equipment excavation and the Contractor must take proper measures to avoid any damages. Any damages to utilities are at the sole expense of the Contractor.
4. The trees undermining the structure were removed by the City in 2017. Tree roots and all organics must be removed prior to the installation of the strip footing by the Contractor. It shall be the Contractor's responsibility to ensure all roots and organics are properly removed and disposed of.
5. All work shall be in accordance with the latest edition of Canadian Register of Historic Places' ["Standards and Guidelines for the Conservation of Historic Places in Canada"](#).

6. The Work required shall be done within the City right-of-way and within private property.
7. The City is updating an easement agreement with the affected property owner. The current easement is six (6) metres, while the updated one will be 3.29 metres. However, the City, as owner of a Municipal Heritage Site, ultimately has an obligation under *The Heritage Resources Act (Manitoba)* and the City of Brandon Heritage Conservation By-law to maintain the Stone Fence. Further, the property owner has agreed to a temporary encroaching of up to 4.5m into the property for this project (refer to "Project Area" map).
8. The City will be responsible for the boulevard sod repairs following completion of the Work.
9. Signage indicating project funding will be erected at the Site by the City. The Contractor shall ensure the sign remains in place and visible to the public during the course of the Work.

C) SITE CONDITIONS AND COORDINATION

1. Prior to commencing any Work, inspect field conditions, obtain and confirm actual Site dimensions and examine surface conditions which may be affected by the Work, whether buried or surface utilities, signs, structures or any other object which may be in conflict with the Work.
2. Take extra precaution near any natural gas mains that are located within the limits of the Work. Limits of excavation around gas mains may differ on each Site and shall be as directed by Manitoba Hydro once construction begins on any one project.
3. Take extra precaution near overhead wires that are located within the limits of the Work. Limits of excavation near overhead wires may differ on each Site and shall be as directed by Manitoba Hydro once construction begins on any one project.
4. The limits of the Work will be established prior to the start of any excavation, and the Contractor shall be required to maintain the Site in a neat and tidy condition with cleanup completed each day. Maintain a secure site, with fencing.
5. Coordinate activities of sub-trades and work by others as required to expedite the Work.
6. Coordinate activities between Contractor and other Works and/or property owner in adjacent areas. Contractor will not have exclusive rights to the general area.

D) SPECIFICATIONS

1. Stone patterns on drawings are illustrated for reference only. Final field stone pattern to match existing historical construction as shown in attached photos:
 - a. Front – "Front of Princess Section"
 - b. Rear – "Rear of Princess Section"
2. Masonry construction shall conform to CSA Standards CAN3-A371-04 (R2009) Masonry Construction for Buildings, as applicable for rehabilitation project.
3. Natural stone utilized in the restoration of the field stone wall shall consist of salvaged stone obtained by systematically dismantling the existing wall within the designated work area.
4. Dismantle, salvage and stockpile existing wall within the designated work area and store stone in designated staging area. Dismantle wall in such a way to ensure that the existing stone pattern can be replicated during wall reconstruction. Store dismantled rock on pallets to allow for mobilization.
 - a. Cap stones should be reused for the cap layer, large stones for the street-facing side of the structure and smaller stones for the yard-facing side of the structure.
5. Pallets can be stored on site in the designated staging area (the boulevard).
 - a. Contractor shall keep damage to the boulevard to a minimum.
 - b. Any damage incurred to the boulevard will be repaired by the City.
6. The City's preference is to reconstruct the wall to match the remaining existing structures; however, the City realizes some revisions may be necessary and the reconstructed section may not be an exact match.
7. Should any stones be determined to be disintegrated and unfit for reuse, the City may have some limestone available for use in reconstruction. It will be the responsibility of the Contractor to coordinate with the City's Building Maintenance Services to arrange for inspection and collection of the limestone.
8. Any remaining stone material not utilized to reconstruct the field stone wall shall become the property of the owner and shall be transported to the storage location designated by the owner.
9. Additional stone, if required, to complete the restoration project shall be obtained from a quarry that produces stone that will match the physical characteristics of the existing stone, which shall

consist of, but is not limited to, type of stone, size and shape, colour and veining range, density, water absorption, modulus of rupture and compressive strength.

10. All mortars and grout utilized in masonry construction shall conform to CSA Standard A179-04.
11. Masonry mortar shall be Type "O" or "K" with a compressive strength similar to the historical mortar used to construct the field stone wall. Use mortar within two (2) hours after mixing.
12. The Contractor shall replicate the existing mortar. The cost associated with mortar replication shall be the responsibility of the Contractor. Mortar replication shall consist of, but is not limited, matching and analyzing the following material properties: constituent material analysis, strength determination, colour and physical properties.
13. The Contractor shall match the compressive strength of the existing grout and use replication methods for the grout similar to that specified for the mortar.
14. Reconstruct wall to replicate historical tolerances for construction, match historical finish, and remove excess material. The height of the wall should be about 1.6 m (63 in.) from grade to top of cap layer.
15. Reconstruct cap stone layer of wall to match replicate historical construction as shown in photo "Front of Princess Section".
16. Provide horizontal and vertical joints to maintain existing historical patterns.
17. Restore red clay brick columns with concrete caps to replicate construction as shown in photos "Cap – 131-18th Street" and "Column – 131-18th Street". The height of each column should be about 1.7 m (67 in.) from grade to top of cap, and the width of each side of the column should be about 0.51 m (20 in.).
18. Build around new concrete foundation elements as indicated on drawings, and fill behind hollow sections with mortar or grout as appropriate.
 - a. The new foundation required will be a spread footing only. The existing foundation is a rubble type foundation.
19. Brace field stone foundation as necessary to resist wind pressure and other lateral forces during construction.
20. Cold weather construction practices shall be implemented at air temperatures below seven degrees Celsius (7°C).
21. Clean field stone wall by allowing the mortar droppings on unit masonry to partially dry, then remove by means of trowel, followed by rubbing lightly with small piece of block and finally by brushing.

E) SCHEDULE OF WORK

1. Work shall commence as soon as possible after project kick-off meeting with the City.
2. The Contractor is responsible for the completion of any required line locates with all utility companies prior to the start of the Work.
3. Preferred completion date is by September 30, 2021

F) AGREEMENT

1. The Contractor shall sign an agreement with the City. A sample agreement has been provided for reference.

**CITY OF BRANDON
BID FORM**

QUOTATION: Item: #L-16

SUBJECT: Stone Fence Rehabilitation – Phase III

CLOSING DAY: 5:00:00 pm local Brandon time, Wednesday, July 21, 2021

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 and applicable fees, F.O.B., Job Site, Brandon, Manitoba, Canada is:

Stone Fence Rehabilitation – Phase III

Item	Base Price	G.S.T. (5%)	MB R.S.T. (7%) where applicable	Total
Supply of Materials				
Labour				
			Total Bid Price	\$

Completion date in number of calendar days from receipt of purchase order: _____ days

Contact information for two (2) references whom you've provided the same or similar service to:

Company: _____	Company: _____
Contact Name: _____	Contact Name: _____
Contact #: _____	Contact #: _____
Email: _____	Email: _____

Workers Compensation # _____ must be current and in good standing.

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

(Bidder to Initial)

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

Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum 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.