



THE CITY OF WINNIPEG

QUALIFICATION OPPORTUNITY

QUALIFICATION OPPORTUNITY NO. 120-2012

**REQUEST FOR QUALIFICATION FOR THE RESTORATION OF INTERLOCKING
PAVING STONE CUTS AND PAVEMENT CUTS IN OR OBSTRUCTING
APPROACHES**

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PART B - SUBMISSION PROCEDURES

B1. CONTRACT TITLE

- B1.1 Request For Qualification For The Restoration Of Interlocking Paving Stone Cuts And Pavement Cuts In Or Obstructing Approaches

B2. INTENT OF QUALIFICATION

- B2.1 The intent of this submission is to provide the City with sufficient information to qualify Applicants to restore interlocking paving stone cuts and pavement cuts in or obstructing private approaches for the 2012 construction season.
- B2.2 Applicants wishing to be qualified shall complete this "Request for Qualifications" document.
- B2.2.1 Additional pertinent information may be submitted to demonstrate qualifications more fully.
- B2.3 All projects are estimated to be under \$50,000 and will be issued to pre-qualified Applicants only. Only Applicants qualified under this Request for Qualifications will be invited to bid on projects from the pre-qualified Applicant list.
- B2.4 Qualification of Applicants, to bid on prospective Work, shall not be construed as a commitment by the City to award contracts to any Applicant or to pay any costs incurred by the Applicant in preparing a response or otherwise in relation to this statement.
- B2.5 The City reserves the right to contact owners, owner's representatives and/or consultants that have been identified as well as the references provided in this statement of qualification.
- B2.6 The Applicant is obligated to inform the City, in a timely manner, of any changes to key personnel, ownership, bonding capability, financial position, insurance or any other information which may affect its pre-qualified status with the City.

B3. SUBMISSION DEADLINE

- B3.1 The Submission Deadline is 4:00pm Winnipeg time, March 27, 2012.
- B3.2 Applications determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B3.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B3.1.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B4.2 If the Applicant finds errors, discrepancies or omissions in the Qualification Opportunity, or is unsure of the meaning or intent of any provision therein, the Applicant shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Qualification Opportunity will be provided by the Contract Administrator to all Applicants by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Qualification Opportunity will be provided by the Contract Administrator only to the Applicant who made the enquiry.

B4.5 The Applicant shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Qualification Opportunity, or clarifying the meaning or intent of any provision therein.

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B5.2.2 The Applicant is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 The Applicant shall acknowledge receipt of each addendum in Paragraph 7 of Form A: Qualification Submission. Failure to acknowledge receipt of an addendum may render a Qualification Submission non-responsive.

B6. QUALIFICATION SUBMISSION

B6.1 The Qualification Submission consists of the following components:

- (a) Form A: Qualification Application;
- (b) Form B: Qualification Questionnaire;

B6.2 All components of the Qualification Submission shall be fully completed or provided, and submitted by the Applicant no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Qualification Submission.

B6.3 Applicants are advised that inclusion of terms and conditions inconsistent with the Qualification Opportunity document, including the General Conditions, may result in the Qualification Submission being determined to be non-responsive.

B6.4 The Qualification may be submitted by mail, courier, personal delivery, or by facsimile transmission.

B6.5 If the Qualification is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Qualification Opportunity number and the Applicant's name and address, and shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B6.5.1 Samples or other components of the Qualification which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Qualification Opportunity number, the Applicant's name and address, and an indication that the contents are part of the Applicant's Qualification Submission.

B6.6 If the qualification is submitted by facsimile transmission, it shall be submitted to (204) 949-1178

B6.6.1 The Applicant is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B6.7 Qualifications submitted by internet electronic mail (e-mail) will not be accepted.

B7. QUALIFICATION APPLICATION

B7.1 The Applicant shall complete Form A: Qualification Application, making all required entries.

B7.2 In Paragraph 3 of Form A: Qualification Application, the Applicant shall identify a contact person who is authorized to represent the Applicant for purposes of the Qualification.

B7.3 Paragraph 8 of Form A: Qualification Application shall be signed in accordance with the following requirements:

- (a) if the Applicant is a sole proprietor carrying on business in his own name, it shall be signed by the Applicant;
- (b) if the Applicant is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Applicant is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Applicant is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.3.1 The name and official capacity of all individuals signing Form A: Qualification Application should be printed below such signatures.

B7.3.2 All signatures shall be original.

B7.4 If a Qualification is submitted jointly by two or more persons, the word "Applicant" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Applicants in the Qualification Submission and the Contract, when awarded, shall be both joint and several.

B8. QUALIFICATION

B8.1 The Applicant shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B8.2 The Applicant and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B8.3 The Applicant and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);

- B8.4 The Applicant shall complete Form B: Qualification Questionnaire giving a list of previously completed work, similar in nature, scope and value to the Work, in sufficient detail to demonstrate the Applicant's qualification to undertake the Work.
- B8.5 The Applicant and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) must have a current Streets By-Law License No. 1481/77 or Private Access By-Law License No. 49/2008.
- B8.6 The Applicant shall provide, on the request of the Contract Administrator, full access to any of the Applicants equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Applicants equipment and facilities are adequate to perform the Work.

B9. QUALIFICATION EVALUATION

- B9.1 Evaluation of Qualification Submissions shall be based on the following criteria:
- (a) Completeness of responses to stated requirements;
 - (b) Qualifications of key individuals;
 - (c) Interlocking paving stone and concrete experience.
- B9.2 Further to B9.1(a) the Award Authority may reject a Submission as being non-responsive if the Qualification Submission is incomplete, obscure, conditional, or contains other irregularities. The Award Authority may reject all or any part of any Submission, or waive technical requirements if the interests of the City so require.
- B9.3 Further to B9.1(b) the Award Authority may reject the Qualification Submission as non-responsive if the key personnel identified in Paragraph 1 of the Qualification Questionnaire, do not have the minimum related experience pursuant to B8.
- B9.4 Further to B9.1(c) the Award Authority shall reject any Qualification submitted by an Applicant who does not demonstrate, in his Qualification Submission or in other information required to be submitted, that he is responsible and qualified.
- B9.5 The City may request clarification from Applicants to assist in making its evaluations.

B10. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION

- B10.1 Qualification Submissions will not be opened publicly.

B11. NOTIFICATION OF STATUS

- B11.1 All applicants submitting this Qualification Application shall be notified in writing regarding the acceptability of their submission.
- B11.2 The Request for Qualification does not commit the City to award any contracts or to defray any costs incurred in the preparation and submission of data pursuant to this request.
- B11.3 The City reserves the right to re-issue this Request for Qualifications in the event that there are not enough pre-qualified bidders on the list. The pre-qualified Applicants already on the list will not have to re-submit.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Qualification Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the General Conditions for Construction, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the restoration of interlocking paving stone cuts and the restoration of curb, sidewalk, and pavement cuts in the City of Winnipeg for the 2012 construction season.

(a) Priority I Streets

- (i) Reconstruction of Interlocking Paving Stones on lean concrete base will be done in accordance with CW3335
- (ii) Reconstruction of curb, sidewalk, and pavement adjacent to interlocking paving stone cuts
- (iii) Reconstruction of curb, sidewalk and pavement in or obstructing private approaches

(b) Priority II and III Streets

- (i) Reconstruction of Interlocking Paving Stones on lean concrete base will be done in accordance with CW3330
- (ii) Reconstruction of curb, sidewalk, and pavement adjacent to interlocking paving stone cuts
- (iii) Reconstruction of curb, sidewalk and pavement in or obstructing private approaches

D2.2 The Work shall be done on an “as required” basis during the term of the Contract.

D2.3 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator.

D2.4 The City reserves the right to add or delete Applicants during the period stated in D2.1 in the best interest to the City.

D2.5 The major components of the Work are as follows:

(a) Priority I, II, and III Streets

- (i) Excavation of Stabilized Temporary Fill
- (ii) Supply and Installation of Sub-grade Material
- (iii) Supply and Installation of Lean Concrete Base
- (iv) Supply and Installation of Interlocking Paving Stones
- (v) Sidewalk Renewal
- (vi) Pavement Renewal
- (vii) Curb Renewal
- (viii) Construction of Asphalt Patches
- (ix) Adjustment of Valve Boxes
- (x) Adjustment of Curb Stops
- (xi) Topsoil and Seed

D3. DEFINITIONS

D3.1 When used in this Qualification Opportunity:

- (a) "**Applicant**" means any person submitting this Qualification package for the purposes of Qualifying as a Bidder;
- (b) "**Bidder**" means a Bidder who is pre-qualified to bid on the Work (part of the pre-qualified Bidder's list);
- (c) "**Cut**" means an excavation made by a contractor, utility or the City to access underground structure.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Bob Thwaites C.E.T.
Technologist II
106-1155 Pacific Ave
Winnipeg Mb.
R3E 3P1

Telephone No. (204) 794-4357
Facsimile No. (204) 986-5302

D4.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 At the pre-construction meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2 At least two (2) business days prior to the commencement of any Work on the site, the Contractor shall provide the Contract Administrator with a phone number where the supervisor identified in D5.1 or an alternate can be contacted twenty-four (24) hours a day to respond to an emergency.

D6. NOTICES

D6.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Qualification Application.

D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D6.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer
Facsimile No.: (204) 949-1174

- D6.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. SAFE WORK PLAN

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D8.2 The Safe Work Plan shall be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
 - (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 The Contractor shall provide the City Solicitor with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in the C4.1 for the return of the executed Contract.
- D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

SCHEDULE OF WORK

D10. COMMENCEMENT

D10.1 The Bidder/Contractor shall not be placed on the Pre-qualified Bidders list or commence any work that results from this Request for Qualifications until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the twenty-four (24) hour emergency response phone number specified in D5.2;
 - (iv) the Safe Work Plan specified in D8;
 - (v) evidence of the insurance specified in D9.

D11. RESTRICTED WORK HOURS

D11.1 Further to clause 3.10 of CW 1130, the Contractor shall require written permission forty-eight (48) hours in advance from the Contract Administrator for any work to be performed between 2000 hours and 0700 hours, or on Saturdays, Sundays, Statutory Holidays and or Civic Holidays.

D12. TOTAL PERFORMANCE

D12.1 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.

CONTROL OF WORK

D13. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D13.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

WARRANTY

D14. WARRANTY

D14.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed, shall apply to the Work.
- E1.1.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.1.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.1.3 Further to C2.4(d), Specifications included in the Qualification Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.

E2. PROTECTION OF EXISTING TREES

- E2.1 The Contractor shall take the following precautionary steps to prevent damage from construction activities to existing boulevard trees within the limits of the construction area:
- (a) The Contractor shall not stockpile materials and soil or park vehicles and equipment on boulevards within 2 metres of trees.
 - (b) Trees identified to be at risk by the Contract Administrator are to be strapped with 25 x 100 x 2400mm wood planks, or suitably protected as approved by the Contract Administrator.
 - (c) Excavation shall be performed in a manner that minimizes damage to the existing root systems. Where possible, excavation shall be carried out such that the edge of the excavation shall be a minimum of 1.5 times the diameter (measured in inches), with the outcome read in feet, from the closest edge of the trunk. Where roots must be cut to facilitate excavation, they shall be pruned neatly at the face of excavation.
 - (d) Operation of equipment within the dripline of the trees shall be kept to the minimum required to perform the work required. Equipment shall not be parked, repaired, refuelled; construction materials shall not be stored, and earth materials shall not be stockpiled within the driplines of trees. The dripline of a tree shall be considered to be the ground surface directly beneath the tips of its outermost branches. The Contractor shall ensure that the operations do not cause flooding or sediment deposition on areas where trees are located.
 - (e) Work on-site shall be carried out in such a manner so as to minimize damage to existing tree branches. Where damage to branches does occur, they shall be neatly pruned.
- E2.2 All damage to existing trees caused by the Contractor's activities shall be repaired to the requirements and satisfaction of the Contract Administrator and the City Forester or his designate.
- E2.3 No separate measurement or payment will be made for the protection of trees.
- E2.4 Except as required in clause E2.1(c) and E2.1(e), Elm trees shall not be pruned at any time between April 1 and July 31.

E3. TRAFFIC CONTROL

- E3.1 Further to clauses 3.6 and 3.7 of CW 1130:
- (a) Where directed, the Contractor shall construct and maintain temporary asphalt ramps to alleviate vertical pavement obstructions such as manholes and planing drop-offs to the satisfaction of the Contract Administrator. Payment shall be in accordance with CW3410.
 - (b) In accordance with the Manual of Temporary Traffic Control in Work Areas on City Streets, the Contractor ("Agency" in the manual) shall make arrangements with the Traffic Services

Branch of the City of Winnipeg to place all temporary regulatory signs. The Contractor shall bear all costs associated with the placement of temporary traffic control devices by the Traffic Services Branch of the City of Winnipeg in connection with the works undertaken by the Contractor.

E4. WATER OBTAINED FROM THE CITY

- E4.1 Further to clause 3.7 of CW 1120, the Contractor shall pay for all costs, including sewer charges, associated with obtaining water from the City in accordance with the Waterworks and Sewer By-laws.

E5. SURFACE RESTORATIONS

- E5.1 Further to clause 3.3 of CW 1130, when Total Performance is not achieved in the year the Contract is commenced, the Contractor shall temporarily repair any Work commenced and not completed to the satisfaction of the Contract Administrator. The Contractor shall maintain the temporary repairs in a safe condition as determined by the Contract Administrator until permanent repairs are completed. The Contractor shall bear all costs associated with temporary repairs and their maintenance.