



**SUBMISSION DEADLINE: 4:00 P.M. WINNIPEG TIME, WEDNESDAY, DECEMBER 5, 2002**

If your company name and address are not correctly shown below, please enter or correct it before submitting your Bid.

\_\_\_\_\_  
Company Name  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
  
\_\_\_\_\_

BUYER: TAMI SCHIRLIE, C.P.P. /ds  
TELEPHONE NO. (204) 986-2192

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**PROVISION OF FENCE CHANGES AND ADDITIONS AT 770 ROSS AVENUE**

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Please quote lump sum price: \$ \_\_\_\_\_ (GST extra)

Site Meeting: See Clause 4.3 of the Specifications.

This Request for Quotation includes:  
Quotation Package: 13 pages  
Drawing: 1 page

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**THE BID SUBMISSION MUST INCLUDE THIS PAGE (COMPLETED AND SIGNED)**

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**TERMS AND CONDITIONS ATTACHED APPLY EXCEPT AS  
SUPERSEDED ABOVE OR BY SPECIFICATIONS (IF ANY) ATTACHED.**

Early payment discount: \_\_\_\_\_ % \_\_\_\_\_ days  
(See 1.5 of the Terms and Conditions attached.)

RETURN TO:

**THE CITY OF WINNIPEG 820-2002  
CORPORATE FINANCE DEPARTMENT  
MATERIALS MANAGEMENT DIVISION  
185 KING ST MAIN FLOOR  
WINNIPEG MB R3B 1J1**

Contact Person: (print) \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

The Bidder hereby offers to perform the Work in accordance with the Contract for the price(s), in Canadian funds, set out in this Bid.

The Bidder agrees that the Request for Quotation in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Bid.

The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract.

No. 1  No. 2  No. 3  No. 4

This offer shall be open for acceptance, binding and irrevocable for a period of thirty (30) days following the Submission Deadline.

Signature: \_\_\_\_\_

## TERMS AND CONDITIONS – CONSTRUCTION

### 1. BIDDING PROCEDURES

- 1.1 The Bid must be submitted on the forms provided, with all required entries made clearly in ink.
- 1.2 If the Bidder finds discrepancies or omissions in the Request for Quotation or any part thereof, or is unsure of the meaning or intent thereof, he shall notify the Buyer. The Buyer will, if he deems it necessary, issue addenda to all Bidders. The Bidder is advised to direct all enquiries or comments to the Buyer at least five (5) business days prior to the Submission Deadline to allow time for the preparation and distribution of necessary addenda.
- 1.3 The Bidder is responsible for investigating the site, the nature of the Work to be done and all local conditions that might affect his Bid or his performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could be determined through such investigation.
- 1.4 The Contract is based on the design, methods and materials specified and any proposed substitutes must be clearly identified in the Bid. Where the phrases "or equal" or "or alternative" occur in the Request for Quotation, the Bidder is advised to submit descriptive matter in sufficient detail to permit a judgment as to the merits of any "equal" or "alternative" offered.
- 1.5 The Bidder may, but is not required to, offer a prompt payment discount. If prompt payment discounts are offered, they will be considered in determining the lowest evaluated responsive Bid.
- 1.6 The Bid must be submitted enclosed and sealed in an envelope clearly marked with the RFQ Number and the Bidder's name and address. Each envelope must contain only the Bid for one Request for Quotation.
- 1.7 The Bid must be submitted to the Materials Management Division at the address specified no later than the Submission Deadline specified. Bids received after the Submission Deadline will not be considered.
- 1.8 The Bid may be withdrawn without penalty at any time prior to the Submission Deadline.
- 1.9 The Bid shall be open for acceptance, binding and irrevocable for the period of time specified on the cover page. A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the City considers appropriate in the circumstances.
- 1.10 The City may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Bid or waive technical requirements if the interests of the City so require. The City may reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified. A responsible and qualified Bidder is one that meets the qualifications specified and is not suspended, debarred or in default under any contract with the City.
- 1.11 Where the Contract is proposed in separate sections or with alternatives, the City shall have the right to award any section separately or to choose any alternative which is in its best interests.
- 1.12 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive. Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid.
- 1.13 The Buyer will give notice of the award of the Contract by issuing a Purchase Order to the successful Bidder, or will give notice that no award will be made.
- 1.14 The Request for Quotation, including but not limited to the specifications, drawings and addenda, and the Contractor's Bid shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.
- 1.15 The name of the successful Bidder and the Contract amount will be made available, upon request, to Bidders only after award of Contract.

### 2. SCOPE OF WORK

- 2.1 The Work to be done under this Contract shall consist of the supply of labour and materials in accordance with applicable specifications, drawings and addenda.
- 2.2 The Contractor shall provide and pay for all labour, materials, equipment, tools, temporary works, utilities, licenses and fees necessary to complete the Work. Any work not explicit in the specifications, drawings and addenda, which is reasonably implied, necessary and usually included for such work, shall be deemed to be included in the Work.

### 3. MATERIALS & WORKMANSHIP

- 3.1 Materials and workmanship shall be fit for the purpose intended and shall equal or exceed the quality specified.
- 3.2 All materials to be incorporated in the Work shall be new.
- 3.3 The Contractor shall be responsible for the storage, transportation and handling of materials until the Work is accepted by the City.

### 4. ASSIGNMENT

- 4.1 The Contractor shall not assign the Contract or any payment thereunder without the prior written approval of the City.

### 5. SUBCONTRACTING

- 5.1 If the Contractor subcontracts any portion of the Work, he shall:
  - a) employ only Subcontractors who have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, or who are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
  - b) enter into contracts or written agreements with his Subcontractors to require them to perform their work in complete conformance with and subject to the terms and conditions of the Contract; and
  - c) be as fully responsible to the City for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

### 6. INDEMNITY

- 6.1 The Contractor shall save harmless and indemnify the City against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:
  - a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
  - b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
  - c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
  - d) failure to pay and obtain a discharge of a notice of claim for lien served upon the City in accordance with the requirements of The Builders' Liens Act;
  - e) failure to pay a workers compensation assessment, or federal or provincial taxes;
  - f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
  - g) inaccuracies in any information provided to the City by the Contractor.
- 6.2 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.
- 6.3 The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City.
- 6.4 If the Contractor fails to make any payment required to be made to the City hereunder, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.

### 7. EVENTS OF DEFAULT

- 7.1 An event of default will be deemed to have occurred if the Contractor:
  - a) abandons the Work; or
  - b) is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of his creditors, or has a receiver or liquidator appointed in respect of his assets; or
  - c) in the judgment of the City, is not performing or has not been performing the Work, or any part thereof, in a sound and workmanlike manner and in all respects in strict conformity with the Contract; or
  - d) in the judgment of the City, is not progressing continuously with the Work or any part thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with the work schedule; or
  - e) fails to take down, rebuild, repair, alter or amend any defective or deficient Work, or to remove any defective or deficient material; or
  - f) fails to remedy defects or deficiencies during the warranty period in the manner and within the time periods specified by the City; or
  - g) fails to make prompt payment to his subcontractors, his employees or on account of the purchase or rental of equipment or materials; or
  - h) fails to promptly secure a discharge of a lien or trust claim served upon the City pursuant to The Builders' Liens Act; or
  - i) fails to comply with any laws, by-laws or statutory regulations; or
  - j) fails to provide competent supervision for the Work; or
  - k) fails to submit any schedules, documents or information required by the Contract; or
  - l) refuses or neglects to comply with an order given by the City;
  - m) commits any other breach of the Contract.
- 7.2 Any provision of the Contract may be waived only by express waiver in writing by the City. No express waiver of any provision shall imply the waiver of any other provision.
- 7.3 If an event of default has occurred, the City may do any one or more of the following:
  - a) withhold or retain the whole or part of any payment;
  - b) take the whole of the Work, or any part or parts thereof out of the hands of the Contractor;
  - c) demand payment for any amount owed to the City.

- 7.4 The duties and obligations imposed upon the Contractor by the Contract and the rights and remedies available to the City hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the City at law.

### 8. PRICES AND PAYMENT

- 8.1 Prices bid shall be gross prices including all applicable duty, freight, cartage, Provincial and Federal Taxes [except Goods and Services Tax (GST), which shall be extra where applicable] and all charges governmental or otherwise paid, and including profit and all compensation which shall be due to the Contractor.
- 8.2 If the Contractor charges GST, he must show his registration number and the amount of GST separately on the invoice.
- 8.3 Where The Builders' Liens Act is applicable to the Contract, payments will be subject to such holdbacks as are required to be made thereunder. Interest on holdback amounts will be credited, and holdback amounts will be released, in accordance with said Act.
- 8.4 Payment will be in Canadian funds net thirty (30) days from receipt of acceptable goods, or receipt and approval of the Contractor's invoice, whichever is later.

**FORM H1: PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_  
(hereinafter called the "Principal"), and

\_\_\_\_\_,  
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_.\_\_\_\_\_)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee dated the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for:

**RFQ NO. 820-2002**

**PROVISION OF FENCE CHANGES AND ADDITIONS AT 770 ROSS AVENUE**

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED AND SEALED  
in the presence of:

\_\_\_\_\_  
(Witness)

) \_\_\_\_\_  
) (Name of Principal)  
)  
)  
) Per: \_\_\_\_\_ (Seal)  
)  
) Per: \_\_\_\_\_  
)  
)  
) \_\_\_\_\_  
) (Name of Surety)  
)  
) By: \_\_\_\_\_ (Seal)  
) (Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**

\_\_\_\_\_  
(Date)

The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY - **RFQ NO. 820-2002**

**PROVISION OF FENCE CHANGES AND ADDITIONS AT 770 ROSS AVENUE**

Pursuant to the request of and for the account of our customer,

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

\_\_\_\_\_  
Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

\_\_\_\_\_  
(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

\_\_\_\_\_ .  
(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

## SPECIFICATIONS

### 1. GENERAL

1.1 These Specifications shall be applicable to the Work and shall take precedence over the Terms and Conditions.

### 2. DEFINITIONS

2.1 When used in this Request for Quotation:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Buyer**" means the person authorized to represent the City in respect of the Request for Quotation;
- (c) "**Calendar Day**" means the period from one midnight to the following midnight;
- (d) "**Contract**" means the combined documents consisting of the Request for Quotation package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (e) "**Contract Administrator**" means the person authorized to represent the City in respect of the Contract and is the Buyer unless otherwise specified hereinafter;
- (f) "**Contractor**" means the person undertaking the performance of the Work under the terms of the Contract;
- (g) "**Site**" means the lands and other places on, under, in or through which the Work is to be performed;
- (h) "**Substantial Performance**" shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (i) "**Total Performance**" means that the entire Work, except those items arising from the provisions of any warranty, have been performed in accordance with the Contract;
- (j) "**Work**" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all equipment, facilities, material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract;
- (k) "**Working Day**" means any Calendar Day, other than a Saturday, Sunday or a Statutory or Civic Holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to work at least seven (7) hours.

2.2 Further to 2.1(e), the Contract Administrator is:

Sue De Yoe-Harwood  
Senior Accommodations Planner  
Planning Property and Development  
3<sup>rd</sup> Floor, 65 Garry Street  
Phone: 986-2038  
Fax: 947-2284

### 3. WORK

3.1 The Contractor shall in accordance with the drawing and requirements attached, provide:

- (a) Verification of location of all utilities prior to drilling postholes.
- (b) Removal, relocation and addition of chain link fencing.
- (c) Removal, relocation and addition of solid steel fencing.
- (d) Post holes, piles and backfilling of holes for all new and relocated fence posts.
- (e) Supply and install new gate wheels on existing gate leaves.
- (f) Supply additional solid steel fence panels for repair/replacement.
- (g) Temporary fence placements.
- (h) Call back for the removal and replacement of temporary fencing.

- 3.2 Per the attached drawings, the area of Work on the Site consists of fencing along and across Elgin Avenue and as well near the building known as 770 Ross Avenue.
- 3.3 The Contractor shall remove the solid steel fencing, posts and piles along Ross Avenue and reuse, as far as possible, these materials on the Elgin Avenue portions of the project.
- 3.4 The Contractor shall remove the adjacent chain link fence in the area of 770 Ross Avenue and temporarily relocate the fabric and posts along Ross Avenue. Fence posts for this area only may be set in the resultant postholes and backfilled with gravel, at this time.
- 3.5 On the Elgin Avenue portions of the Work, the chain link fencing, gates and posts shall be removed to approximately 30' and repositioned to as shown on the attached sketch. Materials shall be reused as far as possible and augmented with new as required. Gate leaves will be modified to include 8" wheels on each gate leaf.
- 3.6 The 8' solid steel fence shall be extended along and across Elgin Avenue to abut to the existing solid steel fencing. Contractor shall reuse the 770 Ross Avenue salvaged materials as far as possible on the Elgin Avenue portions of the project. Contractor will verify location of utilities before proceeding with the Work.
- 3.7 Northeast segment of the solid steel fence abuts another solid steel fence existing atop an approximate 4' berm. Contractor may select best alternative to ensure children cannot enter the Site over or under the new fence. Contractor may add to the top or the bottom of the new 8' fence. Contractor will discuss the design with the Contract Administrator.
- 3.8 Office trailers are anticipated for installation approximately December 15, 2002 adjacent to the westerly end of the 770 Ross Avenue building. Once the trailers are connected and in place, the Contractor will be required to return to the Site to remove the temporary chain link fence along Ross Avenue and relocate the posts and mesh to the final permanent location in the service yard, approximately in the original placement of the fence. Exact location cannot be determined at this point until the trailers are finally cited.
- 3.9 Resultant holes along Ross Avenue shall be backfilled with gravel.

#### **4. SITE INVESTIGATION**

- 4.1 Further to 1.3 of the Terms and Conditions, this Bidder is responsible for investigating the Site, the nature of the Work to be done and all local conditions that might affect his Bid or his performance of the Work, including:
  - (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
  - (b) the nature of the surface and subsurface conditions at the Site;
  - (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
  - (d) the nature, quality or quantity of the equipment needed to perform the Work;
  - (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
  - (f) all other matters which could in any way affect the performance of the Work;and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such investigation.
- 4.2 The Bidder shall not rely upon information furnished by the City or any of its servants or agents other than information furnished in writing for or in connection with the Bid or the Contract by the Buyer or the Contract Administrator.
- 4.3 Further to 1.3 of the Terms and Conditions, the Contract Administrator or an authorized representative will be available at the Site from 9:00 a.m. to 10:00 a.m. on December 2, 2002 to provide Bidders access to the Site.



## **5. SCHEDULE OF WORK**

- 5.1 The Contractor shall coordinate the fencing work to occur prior to December 15, 2002 and must be completed before the installation of the trailers.
- 5.2 The Contractor shall return to the Site following the installation of the trailers and relocate the temporary fencing to its final position to achieve total performance by December 31, 2002.

## **6. ADDENDA**

- 6.1 The Buyer may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Quotation, or clarifying the meaning or intent of any provision therein.
- 6.2 The Buyer will issue each addendum to all Bidders by:
  - (a) mail, courier or facsimile transmission (fax) to the usual business address of the Bidder as shown in the records of the Materials Management Division; and/or
  - (b) publication at the Materials Management Division's Bid Opportunities internet website at <http://www.city.winnipeg.mb.ca/matmgt/bidopp.stm>.
- 6.3 The Bidder is responsible for ensuring that he/she has received all addenda and shall acknowledge receipt of each addendum on the Request for Quotation cover page. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.
- 6.3.1 The Bidder is advised to check the Materials Management Division's Bid Opportunities internet website for addenda shortly before submitting his/her Bid.

## **7. BID SUBMISSION**

- 7.1 The Bid Submission consists of the following components:
  - (a) Request for Quotation cover page completed and signed;
- 7.2 Bids may be submitted by:
  - (a) mail, courier or personal delivery to the address shown on the Request for Quotation cover page; or
  - (b) facsimile transmission (fax) to (204) 949-1178.
- 7.2.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- 7.2.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **8. PRICES**

- 8.1 The Bidder shall state the lump sum price in Canadian funds for the Work on the RFQ Cover Page.

## **9. INVOICES**

- 9.1 The Contractor shall submit invoices to the location designated on the Purchase Order.
- 9.2 Invoices must clearly indicate, as a minimum:
  - (a) the City's Purchase Order (PO) number;
  - (b) date(s) of Work;
  - (c) Site(s) or address(s) of Work;
  - (d) description, quantity and unit price(s) of Work performed;
  - (e) total amount payable with GST and PST, where applicable, shown as separate amounts; and
  - (f) where applicable, the Contractor's GST registration number.
- 9.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.

## **10. WARRANTY**

- 10.1 The Contractor warrants that the Work will be free of any and all defects or deficiencies for a period of one (1) year from the date of Total Performance.
- 10.2 Upon notification by the Contract Administrator, the Contractor shall, at his/her sole cost and expense, remedy any defect or deficiency identified by the Contract Administrator during the warranty period and any damage that may arise or result from the defect or deficiency or as a result of the correction of same.
- 10.3 Notwithstanding 10.1 and 10.2 above, if any statute in force in the Province of Manitoba or in the jurisdiction where materials were manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty that is more extensive in its nature, then the provisions of such statute or manufacturer's warranty shall apply.

## **11. INSURANCE**

- 11.1 The Contractor shall provide and maintain commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
- 11.2 Deductibles shall be borne by the Contractor.
- 11.3 The Contractor shall provide the Contract Administrator with a certified true copy or a certificate of insurance of the policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- 11.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

## **12. WORKERS COMPENSATION**

- 12.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

## **13. PERFORMANCE SECURITY**

- 13.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
  - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Manitoba, in the form attached (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
  - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- 13.2 The Contractor shall provide the Contract Administrator with the required Performance Security at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- 13.3 The City will not pay any interest on certified cheques furnished as a Performance Security.

## **14. EVALUATION CRITERIA**

- 14.1 Award of this Contract will be based on the following evaluation criteria:
- (a) conformance of the Bid with the requirements of the RFQ pass/fail;

- (b) qualifications of the Bidder pursuant to 1.10 of the Terms and Conditions pass/fail;
- (c) total contract price 100%.

14.2 Further to 14.1(a), the Bidder shall, within two (2) Business Days of a request by the Buyer, provide representative samples of the materials proposed to be used in the Work.

14.3 Further to 14.1(b), the Bidder shall:

- (a) submit, within two (2) Business Days of a request by the Buyer, proof satisfactory to the Buyer of the qualifications of the Bidder and of any proposed subcontractor;
- (b) provide, on the request of the Buyer, full access to any of the Bidder's equipment and facilities to confirm, to the Buyer's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

14.4 Further to 14.1(c), total contract price will be evaluated considering early payment discounts if offered.

## DESCRIPTION OF WORK

### 1. WORK INCLUDED

- (a) Steel panel fencing.

### 2. RELATED WORK

- (a) Concrete piles.

### 3. MATERIALS

- 3.1 All material shall comply with specifications set out by the Fencing Association of Canada (Manitoba) for Industrial Fence. General fence is to be 8' with post spacing no more than 12' centres except for segment where grades change.
- 3.2 Posts shall consist of 3" x 5" galvanized channels set into concrete piles to a depth of 2 feet.
- 3.3 Top and bottom rails shall consist of 3" x 5" galvanized channels
- 3.4 Fabric shall be 18 gauge, pre-finished, corrugated steel building panels @ 36" x 96" screwed together
- 3.5 Turning and termination posts will be further stiffened with 2" x 4" x 3/8" angles set into the concrete pile to a depth of 2 feet and to a height of 48" above the top of the pile
- 3.6 Bottom rail and fabric shall be closed to the bottom (grade) to ensure no entry below the fence material
- 3.7 New fence material will bolt to existing solid fencing on Elgin Avenue and will be set to a level to match that near the fuelling station.
- 3.8 The grades change at a small transition section between Elgin Avenue and the adjacent parking lot. This last section of fence shall be 10' high or to match the height of the parking lot fence. If the required height of the fabric cannot be supplied in a single piece, the transition must occur at the top of the 8' piece to ensure the segments cannot be used for climbing.
- 3.9 Plies shall be 8' depth in 12" dia. Sono tube. Concrete shall be 14 Mpa transit mix or 1 cement to 4 gravel mix
- 3.10 Work shall be straight, level and fabric shall be continuous
- 3.11 Prior to commencement of Work, Contractor shall be responsible for calling all utilities for locations of underground services. Contractor shall notify the Contract Administrator if adjustments in the fence line are required.
- 3.12 Ten additional steel panels will be provided for future repair/replacement.

### 4. WORK INCLUDED

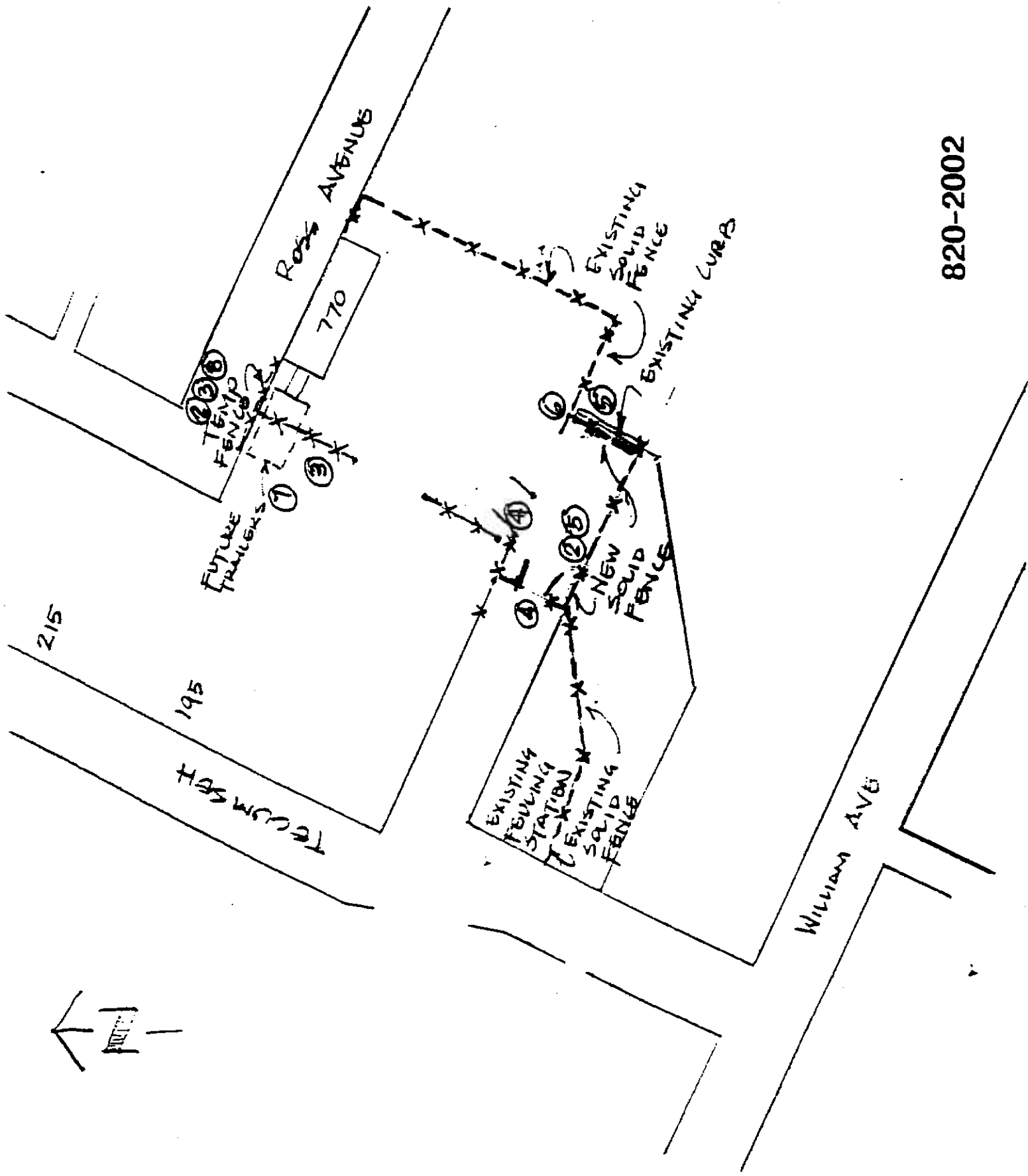
- 4.1 Removal of approximately 25' of existing chain link fence, two large gate leaves and related posts.
- 4.2 Reinstallation of existing materials and gate and augment with additional chain link fence where indicated on plan.
- 4.3 Supply and install 8" rubber wheel on each gate leaf.

### 5. RELATED WORK

- 5.1 Concrete piles
- 5.2 "Solid" steel panel fencing.

## 6. MATERIALS

- 6.1 For areas of new chain link fencing: All material shall comply with specifications set out by the Fencing Association of Canada (Man.) for Industrial Fence. Fence is to be 8' high with post spacing no more than 8' centres.
- (a) Fabric shall be No. 9 gauge 2 inch woven mesh, hot dipped after fabrication.
  - (b) Line posts shall be 2-3/8" O.D. galvanized, 3 1/2" higher than the fabric and shall be complete with the necessary accessories to accommodate top rail.
  - (c) Top rail shall be 1-11/16" O.D. galvanized complete with connecting sleeves.
  - (d) Bottom wire to be #6 galvanized, securely attached to fabric at intervals of at least 18".
  - (e) Terminal corner posts and gateposts shall be 3-1/2" O.D. galvanized pipe and woven fabric.
  - (f) Posts shall be 12', submerged 4' and set into 6' deep x 12" diameter. holes, backfilled with concrete.
  - (g) Concrete shall be 14 MPa transit mix or 1 cement to 4 gravel mix to be placed around posts.
  - (h) All Work shall comply with the Fencing Association of Canada Specifications.
  - (i) Work shall be straight, level and the fabric applied shall be continuous.
  - (j) Backfill around posts with material other than concrete shall not be permitted.
- 6.2 For areas of reused chain link fencing:
- (a) Fabric shall be reused material on Site.
  - (b) Line posts shall be 2-3/8" O.D. galvanized 30" longer than the fabric complete with attached accessory to accommodate top rail.
  - (c) New top rail shall be provided and shall be 1-11/16" O.D. galvanized complete with connecting sleeves.
  - (d) New bottom wire to be installed and shall be #6 galvanized, securely attached to fabric at intervals of at least 18".
  - (e) Existing gate posts shall be relocated to suit the new layout. Additional intermediate posts may be required to develop the layout.
  - (f) All posts, new and existing, shall be set into holes using concrete of 14 MPa transit mix or 1 cement to 4 gravel mix.
  - (g) All Work shall comply with the Fencing Association of Canada Specifications.
  - (h) Work shall be straight, level and the fabric applied shall be continuous.
  - (i) Backfill around posts with material other than concrete shall not be permitted.
  - (j) Supply and install 8" rubber wheel on each gate leaf.



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