

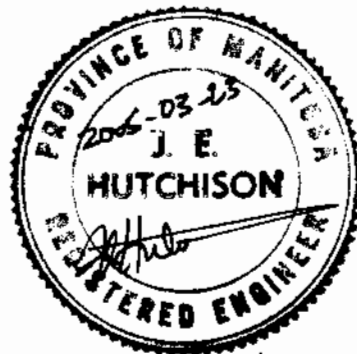


**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 89-2005**

**SUPPLY AND DELIVERY OF VERTICAL AXIAL FLOW PROPELLER PUMPS WITH  
VARIABLE FREQUENCY DRIVES COMPLETE WITH FABRICATED DRAFT TUBE  
AND INTERCONNECTING PIPEWORK FOR THE NORTH END WATER POLLUTION  
CONTROL CENTRE DISINFECTION PROJECT**



## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3
Form C: Qualifications	5
Form D: Subcontractors	6
Form G1: Bid Bond and Agreement to Bond	8
Form G2: Irrevocable Standby Letter of Credit and Undertaking	10
Form N: Recommended Spare Parts List	12
Form O: Life Cycle Cost Evaluation	13
Table O-1: Annual Power Usage Cost For Design Flow Pattern	15
Table O-2: Annual Maximum Demand Cost For Design Flow Pattern	15
Table O-3: Pump Efficiency & Absorbed Power	16
Form P: Supervision of Installation, Commissioning, Operator Training and Maintenance Instructions	17

### PART B - BIDDING PROCEDURES

B1. Project Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Addenda	1
B5. Substitutes	2
B6. Bid Submission	3
B7. Bid	3
B8. Prices	4
B9. Qualification	4
B10. Subcontractors.	5
B11. Recommended Spare Parts LIST	5
B12. Life Cycle Cost Evaluation	5
B13. Supervision of Installation, Commissioning, Operator Training and Maintenance Instructions	6
B14. Technical and Performance Information	6
B15. Opening of Bids and Release of Information	7
B16. Irrevocable Bid	7
B17. Bid Security	7
B18. Withdrawal of Bids	8
B19. Evaluation of Bids	8
B20. Award of Contract	9

### PART C - GENERAL CONDITIONS

C1. General Conditions	1
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### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Notices	2

#### Submissions

D6. Authority to Carry on Business	2
D7. Workers Compensation	3
D8. Insurance	3
D9. Material Safety Data Sheets	3
D10. Performance Security	3
D11. Subcontractor list	4

D12.	Commencement	4
D13.	Critical stages	4
D14.	Substantial Performance	4
D15.	Total Performance	5
D16.	Liquidated Damages	5

**Measurement and Payment**

D17.	Payment Schedule	5
D18.	Warranty	6
D19.	Performance Guarantee And Excess Power Surcharge	6
D20.	Indemnity	7
D21.	Rights and Remedies	7
D22.	Furnishing of Contract Documents	7
D23.	Shop Drawings	8
D24.	Services for Testing, Start-Up, and Operation of Equipment	9
D25.	The Workplace Safety and Health Act (Manitoba)	9
D26.	Workers Compensation	9
D27.	Conducting Business in Manitoba	9
Form H1:	Performance Bond	10
Form H2:	Irrevocable Standby Letter of Credit	12

**PART E - SPECIFICATIONS**

**General**

E1.	Applicable Specifications, Standard Details and Drawings	1
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**DIVISION 1 – GENERAL REQUIREMENTS**

**DIVISION 11 – EQUIPMENT**

**DIVISION 16 – ELECTRICAL**

# **PART B**

# **BIDDING PROCEDURES**

## **PART B - BIDDING PROCEDURES**

### **B1. PROJECT TITLE**

- B1.1 SUPPLY AND DELIVERY OF VERTICAL AXIAL FLOW PROPELLER PUMPS WITH VARIABLE FREQUENCY DRIVES COMPLETE WITH FABRICATED DRAFT TUBE AND INTERCONNECTING PIPEWORK FOR THE NORTH END WATER POLLUTION CONTROL CENTRE DISINFECTION PROJECT

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 19, 2005.
- B2.2 Bid Submissions 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.
- B2.3 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 B2.1.

### **B3. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder 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.
- B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. ADDENDA**

- B4.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B4.2 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.
- B4.2.1 Addenda will be available in Adobe Acrobat (.pdf) format on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division internet site for addenda shortly before submitting his Bid.

- B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 12 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B5. SUBSTITUTES**

- B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may at his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B19.
- B5.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B6. BID SUBMISSION**

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

- (a) Form A: Bid;
- (b) Form B: Prices;
- (c) Form C: Qualifications;
- (d) Form D: Subcontractors;
- (e) Form G1: Bid Bond and Agreement to Bond  
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or certified cheque or draft;
- (f) Form N: Recommended Spare Parts List;
- (g) Form O: Life Cycle Cost Evaluation;
- (h) Form P: Supervision of Installation, Commissioning, Operator Training and Maintenance Instructions;
- (i) Technical and Performance Information required as per Clause B14.

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

B6.3 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.

B6.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.5 Bid Submissions shall be submitted to:

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

## **B7. BID**

B7.1 The Bidder shall complete Form A: Bid, making all required entries.

B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

- B7.4 Paragraph 14 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
  - (d) if the Bidder 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.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B7.4.2 All signatures shall be original.

- B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid Submission and the Contract, when awarded, shall be both joint and several.

## **B8. PRICES**

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B8.1.2 Prices on Form B: Prices shall not include the Manitoba Association for Resource Recovery Corporation (MARRC) Environmental Handling Charge (EHC) which shall be extra where applicable.

## **B9. QUALIFICATION**

B9.1 The Bidder shall complete Form C: Qualifications giving a list of previously completed work, similar in nature, scope and value to the Work, in sufficient detail to demonstrate the Bidder's qualifications to undertake the Work.

B9.2 The Bidder 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, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;



- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
  - (i) are responsible and not suspended, debarred or in default of any obligation 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 internet site at <http://www.winnipeg.ca/matmgt>); and
  - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B9.3 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B9.4 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

#### **B10. SUBCONTRACTORS.**

B10.1 If the Bidder proposes to subcontract any key portion of the Work listed on Form D: Subcontractors, the Bidder shall complete Form D: Subcontractors, giving a complete list of the Subcontractors whom the Bidder proposes to engage and a list of works previously completed by each proposed Subcontractor, similar in nature, scope and value to the portion of the Work proposed to be subcontracted, in sufficient detail to demonstrate each Subcontractor's qualification to undertake this Work

B10.2 No more than one Subcontractor may be named for a class of Work unless all Subcontractors named are proposed to do a part of that class of Work and the Bidder appends to Form D: Subcontractors a statement clearly detailing such apportioning.

B10.3 Where a Subcontractor is not identified, it will be interpreted that the Bidder proposes to perform that class of the Work with the Bidder's own forces and the qualification of the Bidder will be evaluated on that basis.

#### **B11. RECOMMENDED SPARE PARTS LIST**

B11.1 The Bidder shall provide the spare listed in Form N: Recommended Spare Parts List. The costs of these spare parts also have to be included in the Total Bid Price on Form B: Price. All prices are to be quoted in Canadian dollars, not including GST or MRST.

#### **B12. LIFE CYCLE COST EVALUATION**

B12.1 The Bidder is required to complete Form O: Life Cycle Cost Evaluation which will be used to evaluate the life time cost for the purchase and use of the equipment over a 15 year life cycle. The Bidder shall provide the information requested in the forms and tables as follows:-

- (a) In Table O-1 the Bidder shall enter the 'Absorbed Power' in column (d) for their selected pump operating at the duty point specified in columns (c). From this information, columns

(e) and (h) shall also be completed and the sum of column (g) calculated to give the Annual Power Usage Cost. The Annual Power Usage Cost shall then be entered into Item 2.2 on Form O: Life Cycle Cost Evaluation.

- (b) In Table O-2 the Bidder shall enter the 'Absorbed Power' in column (d) for their selected pump operating at the duty point specified in columns (c). From this information, columns (e) and (h) shall also be completed and the sum of column (g) calculated to give the Annual Maximum Demand Cost. The Annual Maximum Demand Cost shall then be entered into Item 2.3 on Form O: Life Cycle Cost Evaluation.
- (c) The Bidder shall complete the Overall Efficiency and Absorbed Power columns for the flow and head conditions provided in Table O-3. This information will be used to cross check by interpolation the Absorbed Powers utilised in Table O-1 and O-2 during evaluation and will also set the datum for measuring the deviations in excess of the guaranteed Absorbed Power as described in D 19.

B12.2 Bidder shall compete item 2.4 as detailed.

B12.3 The Present Value of Initial and Annual Costs presented in Form O: Life Cycle Cost Evaluation item 3.0 will be completed by the Contract Administrator during the evaluation process.

### **B13. SUPERVISION OF INSTALLATION, COMMISSIONING, OPERATOR TRAINING AND MAINTENANCE INSTRUCTIONS**

B13.1 The required number of days for Services required at Site by the Contractor are specified in Part E; Specifications, Division 11 and Division 16.

B13.2 Bidder shall provide in Form P: Supervision of Installation, Commissioning, Operator Training and Maintenance Instructions, a rate per day inclusive of all travel and living expenses for:

- (a) the supervision of installation and commissioning and
- (b) the provision operator training and maintenance instruction

B13.3 Further to B13.1, if the Contract Administrator determines that the Contractor is required to spend additional time on site these rates will be used to reimburse the Contractor.

### **B14. TECHNICAL AND PERFORMANCE INFORMATION**

B14.1 The Bidder shall provide the information detailed below:

- (a) Pump Technical / Characteristics, this shall as a minimum include
  - (i) Pump manufacturers details including place of manufacture:
  - (ii) general arrangement drawing giving dimensioned details of the construction and assembly of the pump, draft tube, interconnecting pipework and couplings. In addition details shall be included for connection to the structures, interface requirements, materials of constructions for the main components.
  - (iii) pump weight.
  - (iv) performance curves giving full characteristics of the pumps being provided, they shall provide information on head, pump speed, efficiency and power at the design flow conditions. The pump curves shall indicate performance at minimum and maximum speeds.
- (b) Variable Frequency Drives (VFD), Bidder shall provide:

- (i) Technical data sheets containing overall dimensions of the VFD, operating features and terminal / block diagram.

#### **B15. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B15.1 Bid Submissions will not be opened publicly.
- B15.2 Within two (2) Business Days following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available in Adobe Acrobat (.pdf) format on the Closed Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- B15.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- B15.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, or by other authorities having jurisdiction.

#### **B16. IRREVOCABLE BID**

- B16.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 13 of Form A: Bid.
- B16.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 13 of Form A: Bid.

#### **B17. BID SECURITY**

- B17.1 The Bidder shall provide bid security in the form of:
  - (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
  - (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking 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 included in the Proposal Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
  - (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.
- B17.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B17.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B17.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B17.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B17.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B17.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

## **B18. WITHDRAWAL OF BIDS**

B18.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B18.1.1 Notwithstanding GC.7.05(2), the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 14 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
- (b) open the Bid Submission to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 14 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Bid withdrawn.

B18.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Award Authority considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B19. EVALUATION OF BIDS**

B19.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity;
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9;
- (c) technical and performance information provided;
- (d) relative life cycle cost;
- (e) supervision of installation, commissioning, operator training and maintenance instructions;
- (f) Total Bid Price;
- (g) economic analysis of any approved alternative pursuant to B5.

B19.2 Further to B19.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements if the interests of the City so require.

B19.3 Further to B19.1(b), qualifications of the Bidder and the Sub-contractors, if any, will be further evaluated considering the Bidder's Submission or in other information required to be submitted.

- B19.4 Further to B19.1(c), technical and performance information provided will be evaluated considering the Bidder's Submission or in other information required to be submitted.
- B19.5 Further to B19.1 (d), relative life cycle cost provided will be evaluated considering the Bidder's Submission or in other information required to be submitted.
- B19.6 Further to B19.1 (e) installation, commissioning, operator training and maintenance will be evaluated considering the Bidders Submission or in other information required to be submitted.
- B19.7 Further to B19.1(f), the Total Bid Price shall be the sum in figures and written in words on Form B: Prices.
- B19.7.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall precedence.
- B19.8 This Contract will be awarded as a whole.

**B20. AWARD OF CONTRACT**

- B20.1 The Award Authority will give notice of the award of the Contract or will give notice that no award will be made.
- B20.2 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.
- B20.2.1 Without limiting the generality of B20.2, the City will have no obligation to award a Contract where:
  - (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B20.3 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.

# **PART C**

# **GENERAL CONDITIONS**

## **PART C - GENERAL CONDITIONS**

### **C1. GENERAL CONDITIONS**

- C1.1 The *General Conditions for the Supply and Delivery of Goods* (Form 21: 88 03) are applicable to the Work of the Contract.
- C1.1.1 The *General Conditions for the Supply and Delivery of Goods* are available in Adobe Acrobat (.pdf) format on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

**PART D**

**SUPPLEMENTAL CONDITIONS**



## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

#### D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of supply, delivery, supervision of installation, commissioning and performance testing of six (6) Vertical Axial Flow Propeller Pumps with five (5) Variable Frequency Drives complete with fabricated draft tube and interconnecting pipework, couplings, electrical cabling and lifting chains. Five (5) units to be installed with one (1) Pump as an on the shelf spare.

#### D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
  - (b) "**may**" indicates an allowable action or feature which will not be evaluated;
  - (c) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
  - (d) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
  - (e) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
  - (f) "**Installation Contractor**" indicates the Contractor employed by the City to install the UV and pumping equipment.

#### D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is Earth Tech (Canada) Inc., represented by Eric Hutchison, P. Eng.  
Earth Tech (Canada) Inc.

850 Pembina Highway  
Winnipeg, Manitoba R3M 2M7  
Telephone No. (204) 477-5381  
Facsimile No. (204) 284-2040

## **D5. NOTICES**

- D5.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D5.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.
- D5.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5 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.
- D5.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:  
The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174
- D5.5 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  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155

## **SUBMISSIONS**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

- D6.1 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.

## **D7. WORKERS COMPENSATION**

- D7.1 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.

## **D8. INSURANCE**

- D8.1 The Contractor shall provide and maintain the following insurance coverage at all times during the performance of the Work:
- (a) Commercial General Liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive. The said Commercial General Liability insurance shall include coverage for products and completed operations, blanket contractual liability, cross liability, non owned automobile liability, and shall include The City of Winnipeg as an additional insured.
  - (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).
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall not cancel, materially alter, or cause any policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.
- D8.4 The Contractor shall provide the Contract Administrator with evidence of insurance, detailing all insurance requirements of each policy, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract.

## **D9. MATERIAL SAFETY DATA SHEETS**

- D9.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D9.2 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

## **D10. PERFORMANCE SECURITY**

- D10.1 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 to these Supplemental Conditions (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 to these Supplemental Conditions (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.

## **D11. SUBCONTRACTOR LIST**

- D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC.3.01 for the return of the executed Contract.

## **SCHEDULE OF WORK**

### **D12. COMMENCEMENT**

- D12.1 The Contractor shall not commence any Work until he is in receipt of a Letter of Intent from the Award Authority authorizing the commencement of the Work.
- D12.2 For this Contract the City anticipates an award date no later than May 27, 2005.
- D12.3 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence that the Contractor is 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;
    - (ii) evidence of the workers compensation coverage specified in D7;
    - (iii) evidence of the insurance specified in D8;
    - (iv) the Material Safety Data Sheets specified in D9.
    - (v) the performance security specified in D10: and
    - (vi) the subcontractor list specified in D11.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D12.4 The Contractor shall commence the Work within seven (7) Calendar Days of receipt of the Letter of Intent.

### **D13. CRITICAL STAGES**

- D13.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Delivery of detailed Shop Drawings by July 4, 2005.
  - (b) Delivery of fabricated Draft Tubes, Pipe and Couplings by September 30, 2005.
  - (c) Delivery of Pump Assemblies by November 30, 2005.
  - (d) Delivery of Variable Frequency Drives by November 30, 2005.

### **D14. SUBSTANTIAL PERFORMANCE**

- D14.1 The Contractor shall achieve Substantial Performance by June 8, 2006.
- D14.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial 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 reinspected.

- D14.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

#### **D15. TOTAL PERFORMANCE**

- D15.1 The Contractor shall achieve Total Performance by June 30, 2006.
- D15.2 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 reinspected.
- D15.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

#### **D16. LIQUIDATED DAMAGES**

- D16.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City two thousand, five hundred dollars (\$2500) per Calendar Day for each and every Calendar Day following the day fixed herein for Substantial Performance during which such failure continues. Liquidated damages in the amount specified will be applicable to items (b), (c), and (d) detailed in D14.4 for delay beyond the date specified.
- D16.2 The amount specified for liquidated damages in D16.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.
- D16.4 The Contractor shall achieve critical stages of the work in accordance with the following:
- (a) Delivery of detailed Shop Drawings by July 4, 2005.
  - (b) Delivery of fabricated Draft Tubes, Pipe and Couplings by September 30, 2005.
  - (c) Delivery of Pump Assemblies by November 30, 2005.
  - (d) Delivery of Variable Frequency Drives by November 30, 2005.

#### **MEASUREMENT AND PAYMENT**

##### **D17. PAYMENT SCHEDULE**

- D17.1 Further to GC.9.01 and GC.9.03, payment shall be as follows:
- (a) net thirty (30) calendar days after receipt and approval of the Contractor's invoice.
  - (b) in accordance with the following payment sequence:
    - (i) 5% upon acceptance of Shop Drawings;
    - (ii) 10% upon delivery of Draft Tubes to Site ;
    - (iii) 50% upon delivery of Pumps and VFDs to Site;

- (iv) 10% upon satisfactory Installation;
- (v) 10% upon Substantial Performance;
- (vi) 10% upon acceptance of Operation & Maintenance manuals and
- (vii) 5% upon Total Performance.

## WARRANTY

### D18. WARRANTY

- D18.1 Notwithstanding GC.10.01, the warranty period shall begin on the date of Total Performance and shall expire one (1) years thereafter unless extended pursuant to D18.2 and D18.4, in which case it shall expire when provided for thereunder.
- D18.2 If a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.
- D18.3 Notwithstanding GC.10.01, GC.10.02, D18.1, D18.1 and D18.2 if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.
- D18.4 In the event that Total Performance is delayed, due to circumstances beyond the control of the Contractor, then the Contractor's warranty shall be effective for a maximum period of 24 months from delivery of major contract components listed in D16.4.

### D19. PERFORMANCE GUARANTEE AND EXCESS POWER SURCHARGE

- D19.1 Performance characteristics of the pumps, efficiency and absorbed power, provided by the Contractor in Form O: Life Cycle Cost Evaluation, Table O-3 in Part A shall be considered to be a performance guarantee. Simulation tests will be carried out by the Contractor and witnessed by the Contract Administrator during the Factory Performance Testing in which the duty points listed in Table O-3 will be simulated to verify the absorbed power and efficiencies stated by the Contractor.
- D19.2 During the Factory Performance Testing, where the equipment fails to perform in accordance with the requirements of the Contract Documents, and statements made by the Contractor in the submitted Form O: Life Cycle Cost Evaluation, Table O-3 in Part A, the Contractor will be required to make good for such defects, or pay the Power Surcharge defined in D19.3.
- D19.3 The Contractor guarantees that the pump power consumption will not exceed the amounts specified in Table O-3. If the absorbed power, for any one pump, measured during the Factory Performance Testing exceeds the guaranteed amount for any of the tested conditions, the contractor shall pay the City a Power Surcharge. The amount of the Power Surcharge shall be equal to two times the present worth value of the calculated difference in actual and guaranteed electricity costs for the 15 year design life (based on a 4.25 percent interest rate and the power costs listed in the Form O: Life Cycle Cost Evaluation). Calculated using the following formula:

$$\text{Power Surcharge \$} = \frac{2 \times \text{Present Value of Total Annual Cost (Form O item 3.3)} \times \text{Highest Absorbed Power measured at Factory Performance Test}}{\text{Absorbed Power Provided in Table O-3 with Bid}}$$

## **D20. INDEMNITY**

- D20.1 Further to GC7.03, the Contractor shall save harmless and indemnify the City for a minimum of the contract value, plus Two (2) Million Dollars, unless specifically stated otherwise in the contract documents, 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/her 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.
- D20.2 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.
- D20.3 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.
- D20.4 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.

## **D21. RIGHTS AND REMEDIES**

- D21.1 Further to GC.7.04 and in addition to the City's right to assess Liquidated Damages pursuant to D16 hereof against the Contractor for not achieving Substantial Performance, the Contractor shall be liable for the full amount of any other loss suffered by the City, as a result of the Contractor's failure to comply with any other term or condition of this Contract.

## **D22. FURNISHING OF CONTRACT DOCUMENTS**

- D22.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of Contract Documents (including Drawings) and five (5) prints of any revised Drawings or Addenda to the Contract Documents, which may have been issued during the Bid period. Should the Contractor require additional sets of Drawings or Documents, he should make a request to the Contract Administrator who will supply additional sets at cost.
- D22.2 Should the Contract Administrator issue further Drawings or Specifications during the course of the Contract, three (3) copies shall be provided to the Contractor.

## **D23. SHOP DRAWINGS**

- D23.1 "Shop Drawings" are defined in GC.1.01. The Contractor shall submit Shop Drawings in accordance with GC.4.04. Submit six (6) copies of the Shop Drawings and one (1) good quality reproducible (sepia, mylar) shall also be submitted.
- D23.2 All Shop Drawings shall be in conformance with the City of Winnipeg, Works and Operations "Manual for the Production of Construction Drawings". This document may be reviewed by the Contractor at the office of the Contract Administrator. Shop Drawings will be numbered by the Contractor prior to submission in accordance with a system to be established by the Contract Administrator.
- D23.3 Arrange for the preparation of clearly identified Shop Drawings for all significant items, or as the Contract Administrator may reasonably request. Shop Drawings are to clearly indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes, and other information necessary for the completion of the Work. Where articles or equipment attach or connect to other articles or equipment, clearly indicate that all such attachments and connections have been properly coordinated, regardless of the trade under which the adjacent articles or equipment will be supplied and installed. Shop Drawings are to indicate their relationship to design drawings and specifications. Notify the Contract Administrator in writing of any deviations in Shop Drawings from the requirements of the Contract Documents.
- D23.4 Examine all Shop Drawings prior to submission to the Contract Administrator to ensure that all necessary requirements have been determined and verified and that each shop drawing has been checked and coordinated with the requirements of the Work and the Contract Documents. Where Shop Drawings are supplied by Sub-contractors, stamp the drawings to indicate that the drawings have been examined by the Contractor as noted in the previous sentence. Shop Drawings not stamped, signed, and dated by the Contractor will be returned without being reviewed and stamped "REJECTED".
- D23.5 Submit Shop Drawings with reasonable promptness and in an orderly sequence so as to cause no delay in the Work. Failure to submit Shop Drawings in ample time is not to be considered sufficient reason for an Extension of Time and no extension by reason of such default will be allowed. Further to GC.8.01(1), submit a schedule fixing the dates for submission and return of Shop Drawings within ten (10) days after commencement of the Work.
- D23.6 The Contract Administrator will review and return Shop Drawings in accordance with the schedule agreed upon or otherwise with reasonable promptness so as to cause no delay to the Work.
- D23.7 Shop Drawing review by the Contract Administrator is solely to ascertain conformance with the general design concept. Responsibility for approval of detail design inherent in Shop Drawings rests with the Contractor and review by the Contract Administrator shall not imply such approval.
- D23.8 Review by the Contract Administrator shall not relieve the Contractor of his responsibility for errors or omissions in Shop Drawings or for proper completion of the Work in accordance with the Contract Documents.
- D23.9 Shop Drawings will be returned to the Contractor with one of the following notations:
- (a) When stamped "NO EXCEPTIONS TAKEN", distribute additional copies as required for execution of the Work.
  - (b) When stamped "PROCEED PER COMMENTS & RESUBMIT", ensure that all copies for use are modified and distributed, same as specified for "REVIEWED". Resubmit for final records.



- (c) When stamped "AMEND PER COMMENTS & RESUBMIT", make the necessary revisions, as indicated, consistent with the Contract Documents and submit again for review.
- (d) When stamped "REJECTED", submit other drawings, brochures, etc. for review consistent with the Contract Documents.
- (e) Only Shop Drawings bearing "NO EXCEPTIONS TAKEN" or "PROCEED PER COMMENTS & RESUBMIT" shall be used on the Work unless otherwise authorized by the Contract Administrator.

D23.10 After submittals are stamped "NO EXCEPTIONS TAKEN" or "PROCEED PER COMMENTS & RESUBMIT", no further revisions are permitted unless re-submitted to the Contract Administrator for further review.

D23.11 Make changes in Shop Drawings, which the Contract Administrator may require consistent with Contract Documents. When re-submitting, notify the Contract Administrator in writing of any revisions other than those requested by the Contract Administrator.

#### **D24. SERVICES FOR TESTING, START-UP, AND OPERATION OF EQUIPMENT**

D24.1 The City shall provide, at no cost to the Contractor, all power requirements for the on-site testing, start-up, and operation of the equipment.

D24.2 The Contractor shall provided, at his own cost, all necessary materials for the testing, start-up, validation and operation of the equipment prior to the issuance of Form 203.

#### **D25. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D25.1 The Installation Contractor will be the Prime Contractor and will serve as, and have the duties of the Prime Contractor in accordance with the Workplace Safety and Health Act (Manitoba).

D25.2 The Contractor shall comply with the requirements of the Installation Contractor in his duties as the Prime Contractor.

#### **D26. WORKERS COMPENSATION**

D26.1 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.

#### **D27. CONDUCTING BUSINESS IN MANITOBA**

D27.1 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 in which the Contractor does carry on business.

**FORM H1: PERFORMANCE BOND**  
(See B10)

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:

BID OPPORTUNITY NO. 89-2005

SUPPLY AND DELIVERY OF VERTICAL AXIAL FLOW PROPELLER PUMPS WITH VARIABLE FREQUENCY DRIVES COMPLETE WITH FABRICATED DRAFT TUBE AND INTERCONNECTING PIPEWORK FOR THE NORTH END WATER POLLUTION CONTROL CENTRE DISINFECTION PROJECT

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)**  
(See B10)

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

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

RE: PERFORMANCE SECURITY - 89-2005

SUPPLY AND DELIVERY OF VERTICAL AXIAL FLOW PROPELLER PUMPS WITH VARIABLE FREQUENCY DRIVES COMPLETE WITH FABRICATED DRAFT TUBE AND INTERCONNECTING PIPEWORK FOR THE NORTH END WATER POLLUTION CONTROL CENTRE DISINFECTION PROJECT

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)

# **PART E**

# **SPECIFICATIONS**

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS, STANDARD DETAILS AND DRAWINGS**

E1.1 The following Drawings are applicable to the Work:

Drawing No.  
66303D –CP1.05C3

Drawing  
Process Axial Flow Pump Outline General Arrangement