



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 448-2006

**SUPPLY AND INSTALLATION OF BIKE LOOPS, NEWSPAPER BOX LOOPS AND
COMMUNITY INFORMATION KIOSKS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 SUPPLY AND INSTALLATION OF BIKE LOOPS, NEWSPAPER BOX LOOPS AND COMMUNITY INFORMATION KIOSKS

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 21, 2006.
- 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 D3.1.
- 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 on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch 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 Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 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 in 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 B13.
- 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;

- 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 may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.4 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B6.4.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.5 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B6.5.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.6 Bid Submissions submitted by internet electronic mail (e-mail) will not be accepted.
- 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 10 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.

B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9. QUALIFICATION

B9.1 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 Branch 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);

- B9.2 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.
- B9.3 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. OPENING OF BIDS AND RELEASE OF INFORMATION

- B10.1 Bid Submissions will not be opened publicly.
- B10.2 After the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B10.3 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 (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B10.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B11. IRREVOCABLE BID

- B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B11.2 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 9 of Form A: Bid.

B12. WITHDRAWAL OF BIDS

- B12.1 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.
- B12.1.1 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.
- B12.1.2 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 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B12.1.3 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 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.
- B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are

imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B13. EVALUATION OF BIDS

B13.1 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 (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B5.

B13.2 Further to B13.1(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.

B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.

B13.4 Further to B13.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B13.4.1 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 take precedence.

B13.5 This Contract will be awarded as a whole.

B14. AWARD OF CONTRACT

B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B14.2 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.

B14.2.1 Without limiting the generality of B14.2, 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.

B14.3 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.

B14.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

- B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in GC.1.01(7), in their entirety 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.

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 on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

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 and installation of Bike Loops, Newspaper Box Loops, and Community Information Kiosks, Metal Frames for Park and Ride Kiosks and Bike Loop repair.
- D2.2 The major components of the Work are as follows:
- (a) Supply and installation of Bike Loops;
 - (b) Supply and installation of Newspaper Box Loops;
 - (c) Supply and installation of Community Information Kiosks;
 - (d) Supply of Park and Ride Information Kiosk Metal Structures.

D3. CONTRACT ADMINISTRATOR

- D3.1 The Contract Administrator is McGowan Russell Group Inc., represented by:
Ms. Susan Russell
Landscape Architect
200-120 Fort St. Winnipeg, MB R3C 1C7
Telephone No. (204) 956-0396
Facsimile No. (204) 956-1265
- D3.2 At the pre-construction meeting, Ms. Russell will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work

D4. NOTICES

- D4.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D4.2 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.

D4.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D4.4, D4.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.

D4.4 All notices of appeal to the Chief Administrative Officer shall be sent to 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

D4.5 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

D5. AUTHORITY TO CARRY ON BUSINESS

D5.1 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.

SCHEDULE OF WORK

D6. COMMENCEMENT

D6.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order authorizing the commencement of the Work.

D6.2 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;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D6.3 The Contractor shall commence the Work on the Site within seven (7) Calendar Days of receipt of the Purchase Order.

D7. SUBSTANTIAL PERFORMANCE

D7.1 The Contractor shall achieve Substantial Performance within Thirty Five (35) consecutive Calendar Days of the commencement of the Work as specified in D6.

D7.2 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.

D7.3 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.

D8. TOTAL PERFORMANCE

D8.1 The Contractor shall achieve Total Performance within Forty (40) consecutive Calendar Days of the commencement of the Work as specified in D6.

D8.2 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.

D8.3 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.

D9. LIQUIDATED DAMAGES

D9.1 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 Five Hundred dollars (\$500.00) per Calendar Day for each and every Calendar Day following the day fixed herein for Substantial Performance during which such failure continues.

D9.2 The amount specified for liquidated damages in D9.1 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.

D9.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

WARRANTY

D10. WARRANTY

D10.1 Further to GC.10.01, 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.

D10.2 Notwithstanding GC.10.01, GC.10.02 and D10.1, 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.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS, STANDARD DETAILS AND DRAWINGS

- E1.1 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.1.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- E1.1.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.1.3 Further to GC:2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.2 The following Drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L1.1	Layout Plan – 1 of 9
L1.2	Layout Plan – 2 of 9
L1.3	Layout Plan – 3 of 9
L1.4	Layout Plan – 4 of 9
L1.5	Layout Plan – 5 of 9
L1.6	Layout Plan – 6 of 9
L1.7	Layout Plan – 7 of 9
L1.8	Layout Plan – 8 of 9
L2.1	Details
L2.2	Details

E2. SITE FURNITURE

Description

- E2.1 The Work of this specification comprises the furnishing of all labour, equipment, and materials required to complete the supply, fabrication and erection of the bike loops, newspaper box loops, community information kiosk, and park and ride information kiosk metal structure and related Work as shown on the Drawings and as hereinafter specified, including, but not necessarily confined to the following:
- (a) Supply and installation of:
- (i) Bike Loops
 - (ii) Newspaper Box Loops
 - (iii) Community Information Kiosk as per design Drawings
 - (iv) Park and Ride Information Kiosk Metal Structure

Products

- E2.2 Bike Loops as per Drawings to be supplied by:
- Wallace and Wallace Fencing
Winnipeg, MB
Contact: Larry Buhler
T: (204) 452-2700
F: (204) 284-1868
- E2.3 Newspaper Box Loop Metal Structure as per Drawings to be supplied by:

Steinman Ornamental Iron Works
Steinbach, MB
Contact: Garnet Enns
T: (204) 326-6219
F: (204) 346-9905

E2.4 Newspaper Box Loop Signs as per Drawings to be supplied by:

Pixel 8 Color Graphis Inc.
1334 Clifton St.
Winnipeg, MB
Contact: Jim Jerome
T: (204) 779-6005
F: (204) 779-5997

E2.5 Community Information Kiosk Metal Structure and posting board as per Drawings to be supplied by:

Steinman Ornamental Iron Works
Steinbach, MB
Contact: Garnet Enns
T: (204) 326-6219
Fax: (204) 346-9905

E2.6 Community Information Kiosk Signs as per Drawings to be supplied by:

Pixel 8 Color Graphis Inc.
1334 Clifton St.
Winnipeg, MB
Contact: Jim Jerome
T: (204) 779-6005
F: (204) 779-5997

E2.7 Community Information Kiosk Precast Concrete Base as per Drawings to be supplied by:

Barkman Concrete Ltd.
909 Gateway Road
Winnipeg, Manitoba, R3K 3L1
Contact: Wayne Wiebe
T (204) 667-3310

E2.8 Park and Ride Information Kiosk Metal Structure as per Drawings to be supplied by:

Steinman Ornamental Iron Works
Steinbach, MB
Contact: Garnet Enns
T: (204) 326-6219
F: (204) 346-9905

Design / Shop Drawings

E2.9 The Contractor shall submit stamped engineer's drawings for review and approval within three (3) Business Days of a request of the Contract Administrator. Engineer's drawings shall show all details of construction and fastenings for erections and shall be as specified or approved in accordance with B5.

E2.10 The Contractor shall submit full colour design drawings of sign faces and sign boxes including materials, lighting components, locking mechanisms, struts, connections and fastenings for review and approval within three (3) Business Days of a request of the Contract Administrator. A full size

paper mock up of the signs is to be provided by manufacturer prior to construction for review and approval by the Contract Administrator.

General

Quality Control

E2.11 All workmanship and all material furnished and supplied under this Section are subject to close and systematic inspection and testing by the Contract Administrator including all operations from the selection and production of materials through to final acceptance of the Work. The Contractor shall be wholly responsible for the control of all operations, incidental thereto notwithstanding any inspection or approval that may have been previously given. The Contract Administrator reserves the right to reject any materials or Works which are not in accordance with the requirements of this Section.

Delivery and Storage

E2.12 Store units in a protected location, immediately upon arrival on the Site.

E2.13 Remove from Site any units, which have been damaged during transportation and replace.

Materials

E2.14 The structure for Community Information Kiosk to be HSS square structural steel. All plates and bars to be steel.

E2.15 The structure for Bike Loops and Newspaper Box Loops to be HSS round structural steel. All plates and bars to be steel.

E2.16 Signs to be 3mm Dibond with digital graphic.

E2.17 Posting board to be marine grade plywood 12mm thick with exterior grade blue stain and clear coat finish. Stain colour and clear coat to be approved by Contract Administrator prior to application.

E2.18 Silver paint to be powder paint as per drawings.

E2.19 Black paint for bicycle loops to match paint colour for pole refurbishment. Paint to be designed for metal work, exterior grade, black.

E2.20 Paint for Park and Ride Kiosk Information Kiosk Metal Structure to be designed for metal work, exterior grade, blue to match Pantone 286.

E2.21 Appropriate primer and paint to be used on all galvanized surfaces. Colours to be as specified for each item.

Workmanship

E2.22 Proportion items to meet the National Building Code. Items shall support loads recommended by the Code unless specific loads are indicated on the Drawings.

E2.23 Fabricate work to shape and size with sharp lines, angles and smooth surfaces. Connections shall be securely welded, bolted or riveted. Welds shall be dressed smooth on exposed surfaces. Rabbets, lugs and brackets shall be provided so that the Work can be assembled in a neat substantial manner. Thickness of metal and design of assembly and support shall give ample strength and stiffness.

E2.24 Exposed ends and edges of metal shall be smooth. Joints exposed to the weather shall be formed to exclude water or to drain.

E2.25 Insofar as possible, fit and shop assemble Work and deliver to the Site in largest practical sections.

- E2.26 Prior to proceeding with shop fabrication, take all necessary field measurements to verify dimensions or calculations from Drawings.
- E2.27 Fabricate Work in strict accordance with shop drawings, and in general to details, sizes, materials shown on Drawings and specified herein.
- E2.28 Assembly: Material intended for use in the various assemblies shall be straight, clean, sharply defined profiles, assembled in such a way that no disfigurements will show in the finished work, or impair the strength.
- E2.29 Welding: All welding shall conform to the requirements of the current CSA Standard W.59 and the fabricator shall be fully approved by the Canadian Welding Bureau, in conformance with the requirements of the current CSA Standard W.47. Welding shall be done by currently licensed welders only.
- E2.30 Welding splatter and other fabrication burrs where exposed shall be ground or filed smooth and left ready for subsequent operations.
- E2.31 Finish: Fabricated material Work shall be delivered with shop coat primer and paint or galvanizing, or other finish as specified.
- E2.32 Following installation, apply a touch up coat of shop primer and paint or galvanizing to match finish to all surfaces where finish has been removed and to installation devices such as bolts, screws, welds and the like.

Fabrication

- E2.33 Fabrication shall be carried out in accordance with these Specifications and Drawings, which form a part of this Contract.
- E2.34 The workmanship shall meet established practice in modern shops.
- E2.35 If damage occurs during fabrication, the Contract Administrator shall be notified to facilitate the implementation of remedial measures. Remedial repair measures will be subject to the approval of the Contract Administrator. Their cost will be paid by the Contractor.
- E2.36 Dimensions and fabrication which control the field matching of parts shall receive careful attention in order to avoid field adjustments.
- E2.37 All plates and bars to welded with clean lines. Welds to be ground smooth prior to galvanizing. All metal to be sanded and cleaned prior to galvanizing.
- E2.38 Structure to be hot dip galvanized with all surfaces, interior and exterior, coated with galvanizing. E coating is an acceptable alternate, manufacturer to obtain approval of method prior to manufacture.
- E2.39 Sign board to be screen printed.
- E2.40 Background of Dibond Newspaper Box Loop sign to be painted silver prior to printing.
- E2.41 Posting board to be cut to fit structure prior to staining.

Clean Material

- E2.42 The material shall be clean, free from rust, mill scale, and other foreign matter before being worked in the shop.

Finish

- E2.43 All portions of the Work shall be neatly finished. Shearing, cutting, chipping and machining shall be done neatly and accurately. Finished members shall be true to line, free from twists, bends open joints, sharp corners and edges.

Painting

- E2.44 Clean all metal thoroughly and apply recommended primer.
- E2.45 Apply all materials under adequate illumination, spread evenly and flow on smoothly without runs or sags.
- E2.46 All coats must be thoroughly dry before applying succeeding coats.
- E2.47 All Work, where a coat of material has been applied, must be inspected and approved by the Contract Administrator before the application of the succeeding specified coat, otherwise no credit for the coat applied will be given, and the Contractor shall then assume the responsibility and recoat the Work in question. Report each coat applied to the Contract Administrator when completed for inspection and approved to comply with the above. Where manufacturer is not in Winnipeg the Contractor may supply digital photos via email of each step for review and approval.

Installation and Co-ordination with Others

- E2.48 The Site Furniture shall be installed in locations indicated on the Construction Drawings and confirmed on Site with Contract Administrator.
- E2.49 All Site Furniture shall be set level.
- E2.50 Bolt Bike Loops and Newspaper Box Loops to sidewalk, including all drilling, epoxy and hardware. All hardware to be stainless steel. Bolts to be tamper proof. Use locking nuts. Remove, stockpile and reinstall unit pavers as required to install bolts into concrete sidewalk. Sawcut pavers to fit around loops. All paver work is incidental to the work under this specification.
- E2.51 All Site furniture shall be installed as per manufacturer's recommendations to the satisfaction of the Contract Administrator and Winnipeg Transit.
- E2.52 Deliver Park and Ride Information Kiosk Metal Structure to 421 Osborne Street. Contact Brian Newton at 986-5812 prior to delivery.
- E2.53 Signs, structures and bases are to be test fit off Site prior to final installation.
- E2.54 Manufacturer's of each component are to coordinate for bolt location and sizes and required finishes.
- E2.55 Precast concrete bases to be placed on Site and levelled prior to installation of structure.
- E2.56 Sign and posting board for Information Kiosk to be installed on Site after structure is affixed to base.
- E2.57 Sign for newspaper box loops to be installed on Site after structure is affixed to sidewalk.

Method of Measurement

- E2.58 Supply and Installation of Site Furniture shall be measured on a per item basis as specified herein and as measured and accepted by the Contract Administrator.

Basis of Payment

- E2.59 Supply and Installation of Site Furniture will be paid for at the contract unit price for each item, which price shall be payment in full for performing all operations herein described and all other items incidental to the Work included in this specification.

E3. SITE CLEAN UP

- E3.1 The Contractor shall upon the completion of Work each day, load and dispose of all excess asphalt cuttings, spoiled concrete, reinforcing steel, granular and other material associated with the Works from the Work Site.
- E3.2 The Contractor shall secure or remove all of his machinery and equipment at the end of each day from the immediate Work Site.
- E3.3 The Contractor will not be permitted to store machinery, equipment, or materials on public roads overnight.
- E3.4 Any costs in connection with the above mentioned Works are incidental to the unit prices bid on this project.