



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 171-2007**

**SUPPLY AND INSTALLATION OF BENCHES FOR WINNIPEG TRANSIT**

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## **PART B - BIDDING PROCEDURES**

### **B1. PROJECT TITLE**

B1.1 SUPPLY AND INSTALLATION OF BENCHES FOR WINNIPEG TRANSIT

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 20, 2007.
- 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 13 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 B14.
- 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: Qualification;
  - (d) Form G1: Bid Bond and Agreement to Bond, or  
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or  
a certified cheque or draft;
- 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.
- B6.3.1 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.
- B6.4 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 15 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 and the corporate seal, if the corporation has one, should be affixed;
  - (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 and shall be witnessed except where a corporate seal has been affixed.
- 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), 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.

## **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 complete Form C: Qualification giving a list of previously completed work, similar in nature, scope and value to the Work, in sufficient detail to demonstrate the Bidder's qualification to undertake the Work.

## **B10. BID SECURITY**

B10.1 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 Winnipeg, in the form included in the Bid 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.

B10.1.1 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.

B10.2 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.

B10.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B10.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.

B10.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.

B10.3 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.

## **B11. OPENING OF BIDS AND RELEASE OF INFORMATION**

B11.1 Bid Submissions will not be opened publicly.

B11.2 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 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>.

B11.3 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>.

B11.4 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.

## **B12. IRREVOCABLE BID**

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 14 of Form A: Bid.



B12.2 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 14 of Form A: Bid.

### **B13. WITHDRAWAL OF BIDS**

B13.1 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.

B13.1.1 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.

B13.1.2 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 15 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B13.1.3 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 15 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 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, including the right to retain the Bidder's bid security.

### **B14. EVALUATION OF BIDS**

B14.1 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.

B14.2 Further to B14.1(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.

B14.3 Further to B14.1(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.

B14.4 Further to B14.1(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.

B14.4.1 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.

B14.5 This Contract will be awarded as a whole.

**B15. AWARD OF CONTRACT**

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 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.
- B15.2.1 Without limiting the generality of B15.2, 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.
- B15.3 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**

### **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 the supply and installation of benches as shown on the drawings.
- D2.2 The major components of the Work are as follows:  
(a) Supply and install benches.

#### **D3. CONTRACT ADMINISTRATOR**

- D3.1 The Contract Administrator is McGowan Russell Group, represented by:  
Jackie Wilkie  
Landscape Architect  
200-120 Fort St. Winnipeg MB R3C 1C7  
Telephone No. (204) 956 0396  
Facsimile No. (204) 956 1265

#### **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.

### **D6. WORKERS COMPENSATION**

- D6.1 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.

### **D7. INSURANCE**

- D7.1 The Contractor shall provide and maintain commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, to remain in place at all times during the performance of the Work.
- D7.2 Deductibles shall be borne by the Contractor.
- D7.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of the policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC.3.01 for the return of the executed Contract.
- D7.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.
- D7.5 Deductibles shall be borne by the Contractor.
- D7.6 The Contractor shall provide the Contract Administrator with a certificate of insurance of each policy 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.

D7.7 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

#### **D8. PERFORMANCE SECURITY**

D8.1 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 Winnipeg, 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.

D8.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D8.2 If the bid security provided in his Bid Submission was not a certified cheque or draft pursuant to B10.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and 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**

#### **D9. COMMENCEMENT**

D9.1 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.

D9.2 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;
  - (ii) evidence of the workers compensation coverage specified in D6;
  - (iii) evidence of the insurance specified in D7;
  - (iv) the performance security specified in D8; and
  - (v) shop drawings and design drawings for all works as specified in E3.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9.3 The Contractor shall commence the Work on the Site within seven (7) Calendar Days of receipt of the letter of intent.

#### **D10. SUBSTANTIAL PERFORMANCE**

D10.1 The Contractor shall achieve Substantial Performance by October 15, 2007.

D10.2 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.

D10.3 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.

#### **D11. TOTAL PERFORMANCE**

D11.1 The Contractor shall achieve Total Performance by October 31, 2007.

D11.2 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.

D11.3 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.

#### **D12. LIQUIDATED DAMAGES**

D12.1 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.

D12.2 The amount specified for liquidated damages in D12.1 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.

D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **WARRANTY**

##### **D13. WARRANTY**

D13.1 Notwithstanding GC.10.01, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to D13.2, in which case it shall expire when provided for thereunder.

D13.2 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.

D13.3 Notwithstanding GC.10.01, GC.10.02, D13.1, and D13.2 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.

**FORM H1: PERFORMANCE BOND**  
(See D8)

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. 171-2007

SUPPLY AND INSTALLATION OF BENCHES FOR WINNIPEG TRANSIT

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 D8)

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

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 171-2007

SUPPLY AND INSTALLATION OF BENCHES FOR WINNIPEG TRANSIT

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

### GENERAL

#### E1. GENERAL

- 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 C2.4(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>
B-1	Backless Bench Details
B-2	Bench with Back Details

#### E2. GOODS

- E2.1 The Contractor shall supply and install backless benches and benches with backs in accordance with the requirements hereinafter specified.

#### E3. BENCH INSTALLATION LOCATIONS

- E3.1 The following chart lists the locations where each type of bench is to be installed. Quantities for each bench type are provided for reference. Bid quantities are as per Form B: Prices.

<b>BUS STOP LOCATION</b>	<b>Backless</b>	<b>Bench with Back</b>
<b>Graham Avenue Bus Stops:</b>		
WB Graham, N/S Garry	2	2
WB Graham, N/S Donald	2	2
WB Graham N/S Edmonton		
WB Graham N/S Vaughan	1	1
EB Graham, N/S Edmonton	3	1
EB Graham N/S Donald	4	2
EB Graham, N/S Fort	3	
<b>Osborne Exchange:</b>		
Westbound		2
Northbound	1	
Southbound	1	
<b>Vaughan Street Bus Stops:</b>		
NB Vaughan, N/S St. Mary		
NB Vaughan, N/S Graham	1	
NB Vaughan, N/S Portage		
SB Vaughan, N/S St. Mary		

<b>BUS STOP LOCATION</b>	<b>Backless</b>	<b>Bench with Back</b>
<b>Portage Avenue Bus Stops:</b>		
WB Portage, N/S Garry	2	
WB Portage, N/S Donald	2	
WB Portage, N/S Carlton		
WB Portage, N/S Edmonton		
WB Portage N/S Colony		
WB Portage, N/S Spence (UofW)	2	
WB Portage, N/S Tylehurst (Polo Park)	2	
EB Portage, N/S Tylehurst (Polo Park)		2
EB Portage, N/S Balmoral (UofW)	1	
EB Portage, N/S Vaughan	1	
EB Portage, N/S Edmonton	1	
EB Portage, N/S Donald	2	
EB Portage, N/S Fort	2	
<b>University of Manitoba Terminal:</b>		
4 stops	2	2
<b>Pembina Bus Stops:</b>		
WB Killarney, N/S Pembina	1	
NB Pembina, N/S Killarney	1	
NB Pembina, N/S Markham	1	
NB Pembina, N/S University Cr	1	
NB Pembina, N/S Plaza	2	
NB Pembina, N/S Crescent	1	
NB Pembina, N/S Fletcher	1	
NB Pembina, N/S Oakenwald	1	
NB Pembina, N/S Point Rd	1	
NB Pembina, Opp Stafford	1	
NB Pembina, N/S Hugo	1	
SB Pembina, F/S Warsaw		
SB Pembina, N/S Scotland	1	
SB Pembina, F/S Grant	1	
SB Pembina, N/S Stafford	2	1
SB Pembina, F/S Windermere	1	
SB Pembina, F/S McGillivray	1	
SB Pembina, N/S Clarence	1	
SB Pembina, F/S Chevrier	2	
SB Pembina, F/S Opp Plaza	1	
SB Pembina, F/S Opp Univ Cr		2
SB Pembina, F/S Kirkbridge	1	
SB Pembina, N/S Southpark	1	
<b>Osborne Bus Stops:</b>		
NB Osborne, N/S Stradbrook	1	
NB Osborne, F/S River	1	
SB Osborne, N/S River	2	
SB Osborne, N/S Wardlaw	1	

<b>BUS STOP LOCATION</b>	<b>Backless</b>	<b>Bench with Back</b>
<b>Donald Bus Stops:</b>		
SB Donald, F/S River	1	
NB Donald, F/S River	1	
<b>Main Street Bus Stops:</b>		
NB Main, N/S Opp Assiniboine		1
NB Main, F/S Opp Broadway	1	
NB Main, N/S Pioneer	1	
NB Main, N/S McDermot		
NB Main, Opp James		
SB Main N/S William	2	
SB Main, N/S James		
SB Main, N/S McDermot		
SB Main, Opp Lombard		
SB Main, F/S Opp Pioneer		1
SB Main, F/S St. Mary		
SB Main, N/S Broadway		2
SB Main, N/S Assiniboine		2
EB James, N/S Main		
<b>Henderson Bus Stops:</b>		
SB Henderson, N/S Whellams	1	
SB Henderson, N/S Opp Sutton		
SB Henderson, N/S Rowandale	1	
SB Henderson, F/S Fraser's Gr		1
SB Henderson, N/S Kimberley	1	
SB Henderson, N/S Opp Johnson		
SB Henderson, N/S Hespeler		
SB Henderson, N/S Opp Dearborn		
NB Henderson, N/S Johnson		
NB Henderson, N/S Kimberley		1
NB Henderson, N/S Opp Fraser's		1
NB Henderson, N/S Edison		1
NB Henderson, F/S Opp Whellam	1	
WB Edison, N/S Henderson		
<b>Regent Bus Stops:</b>		
EB Regent, N/S Rougeau	1	
EB Regent, F/S Opp Stapon	1	
WB Regent, N/S Stapon		2
<b>Smith/Donald Bus Stops:</b>		
NB Donald, F/S Stradbrook		
NB Smith, N/S Graham		
NB Smith, F/S Broadway		
SB Donald, F/S Graham		
SB Donald, N/S Broadway	2	1
SB Donald, F/S Ellice		
SB Donald, F/S Stradbrook		
<b>Osborne Bus Stops:</b>		
SB Osborne, N/S Mostyn Place		

<b>BUS STOP LOCATION</b>	<b>Backless</b>	<b>Back with Bench</b>
<b>Fort Bus Stops:</b>		
NB Fort, F/S Graham	1	
NB Fort, N/S Portage		1
<b>Garry Bus Stops:</b>		
SB Garry, N/S Graham		
<b>Vaughan Bus Stops:</b>		
SB Vaughan, N/S Graham		
SB Vaughan, N/S Portage		1
<b>Spence Bus Stops:</b>		
SB Spence, F/S Ellice		
SB Spence, N/S Portage		
<b>Kildonan Place Terminal:</b>		
7 stops including Regent Ave	2	2
<b>Polo Park Terminal:</b>		
8 stops	5	
<b>St. Vital Centre Terminal:</b>		
8 stops	2	

**E4. DESIGN AND SHOP DRAWINGS**

- E4.1 The Contractor shall submit dimensioned, detailed design drawings within five (5) working days when contacted by the Contract Administrator. The drawings shall show all details of construction, fastenings, materials and colours.
- E4.2 The Contractor shall submit stamped Engineer's drawings for review and approval within five (5) working days of Contract Award and prior to commencement of work. Engineer's drawings shall show all details of construction and fastenings for erections and shall be as specified or approved. Engineer shall be a Structural Engineer licensed to practice in Manitoba with extensive experience in the design and manufacturing of aluminium and stainless steel signs and structures for public transit. Drawings to include concrete base requirements for sign structures and wind and snow loading requirements for signs and structures.
- E4.3 The Contractor shall submit full colour design drawings of sign faces and sign boxes including materials, lighting components, connections and fastenings for review and approval within five (5) working days of Contract Award.
- E4.4 Autocad files of the drawings are available to be emailed upon written request to the Contract Administrator.

**E5. BENCHES**

**Description**

- E5.1 This specification covers the supply and installation of benches and bench backs.

**Design / Shop Drawings**

- E5.2 The Contractor shall submit design and shop drawings as per E3.

## Qualifications

E5.3 Manufacturer shall be a member of the Canadian Welding Bureau and certified to design welds.

## Delivery and Storage

E5.4 Store units in a protected location, immediately upon arrival on the Site.

E5.5 Remove from Site any units which have been damaged during transportation and replace.

## Materials

E5.6 Bench ends and bench back ends shall be cast aluminium 6063-T5.

E5.7 Tubular and plate aluminium shall be 6061-T6.

E5.8 Seats shall be 15"x21 5/16"x1 1/2", charcoal coloured, precast concrete panels as supplied by Barkman Concrete, Contact Wayne Wiebe 667-3110.

E5.9 All stainless steel components and fastenings shall be 304 or better. Provide plastic spacers and inserts as required to ensure galvanic corrosion does not occur with aluminium components.

E5.10 All paint to be powder paint. Silver colour to be PM211S11 (sparkle silver) by Protech.

## Workmanship

E5.11 Proportion items to meet the National Building Code and Manitoba Building Code. Items shall support loads recommended by the Code and local standards for wind and snow loading unless specific loads are indicated on the Drawings.

E5.12 Fabricate work to shape and size with sharp lines, even curves and smooth surfaces. Connections shall be securely welded, bolted or riveted. Bolted and riveted connections are not permitted in exposed areas of the sign. Welds shall be dressed smooth on exposed surfaces. Welds/joins shall not be visible upon completion of painting operations. Rabbits, 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.

E5.13 Exposed ends and edges of metal shall be smooth. Joints exposed to the weather shall be formed to exclude water or to drain.

E5.14 Fit and shop assemble bench as one piece and deliver to the Site. Concrete seat panels may be installed on site. Backs may be joined to benches on site prior to installation.

E5.15 Prior to proceeding with shop fabrication, take all necessary field measurements to verify dimensions or calculations from Drawings.

E5.16 Fabricate Work in strict accordance with shop drawings, and in general to details, sizes, materials shown on Drawings and specified herein.

E5.17 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.

E5.18 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.

E5.19 Welding splatter and other fabrication burrs where exposed shall be ground or filed smooth and left ready for subsequent operations.



- E5.20 Finish: Fabricated material Work shall be delivered with e-coating, shop coat primer and paint, or other finish as specified.
- E5.21 Following installation, apply a touch up coat of shop primer and powder paint to match finish to all surface where finish has been removed and to installation devices such as bolts, screws, welds and the like.

### **Quality Control**

- E5.22 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.

### **Fabrication**

#### **General**

- E5.23 Fabrication shall be carried out in accordance with these Specifications and Drawings which form a part of this Contract.
- E5.24 Bench ends and bench back ends are to be one piece custom cast aluminium.
- E5.25 All joints in structure are to be filled and sanded prior to cleaning for paint preparation.
- E5.26 The workmanship shall meet established practice in modern shops.
- E5.27 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.
- E5.28 Dimensions and fabrication which control the field matching of parts shall receive careful attention in order to avoid field adjustments.

#### **Clean Material**

- E5.29 The material shall be clean, free from rust, mill scale, and other foreign matter before being worked in the shop.

#### **Finish**

- E5.30 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**

- E5.31 Clean all metal thoroughly and apply recommended primer.
- E5.32 All aluminium to be sanded prior to powder painting.
- E5.33 Apply all materials under adequate illumination, spread evenly and flow on smoothly without runs or sags.
- E5.34 All coats must be thoroughly dry before applying succeeding coats.
- E5.35 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 manufacture is not in Winnipeg all contractor to supply digital photos via email of each step for review and approval.

### **Samples / Prototypes**

- E5.36 A prototype of the bench with back is to be manufactured and delivered to Winnipeg Transit at 421 Osborne Street for review and approval prior to manufacture of all benches within two weeks of award of contract. Cost of prototype is to be incidental to the unit prices bid on this project. The prototype shall be the minimum acceptable standard for all materials, workmanship and finishes. If prototype is acceptable it may be used for construction.

### **Installation**

- E5.37 Contactor to mark out locations of benches on site for review and approval by Contract Administrator and City of Winnipeg prior to installation.
- E5.38 Install benches on existing concrete sidewalk paving.
- E5.39 Drill holes and install stainless steel threaded insert to fit bolts. Epoxy in place.
- E5.40 Set benches level and plumb. Dry fit bench with bolts.
- E5.41 Fill under bench legs with non-shrinking grout where legs do not fit flush to sidewalk, maximum 15mm depth. Finish exposed edges with smooth trowel finish with consistent slope to sidewalk surface. Install grout as per manufacturer's specifications. Notify Contract Administrator of grout requirements prior to placing bench.
- E5.42 Fasten benches with stainless steel, tamper proof bolts. Surface of bolt head to be flush or slightly recessed from base plate of legs.