



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 449-2009

**SUPPLY AND DELIVERY OF PRECAST CONCRETE BOX CULVERT FOR MARION
STREET**

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Addenda	1
B5. Substitutes	2
B6. Bid Submission	2
B7. Bid	3
B8. Prices	4
B9. Qualification	4
B10. Opening of Bids and Release of Information	5
B11. Irrevocable Bid	5
B12. Withdrawal of Bids	5
B13. Evaluation of Bids	6
B14. Award of Contract	6

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

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

Submissions

D5. Authority to Carry on Business	1
D6. Insurance	1
D7. Performance Security	2

Schedule of Work

D8. Commencement	2
D9. Delivery	3
D10. Liquidated Damages	3

Measurement and Payment

D11. Payment	3
--------------	---

Warranty

D12. Warranty	3
---------------	---

Form H1: Performance Bond	4
---------------------------	---

Form H2: Irrevocable Standby Letter of Credit	6
---	---

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Goods	1
E3. Schedule for Delivery	1
E4. E4. Submittals	1

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 SUPPLY AND DELIVERY OF PRECAST CONCRETE BOX CULVERT FOR MARION STREET

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 16, 2009.

B2.2 Bids 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 promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 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.

B3.5 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.

B3.6 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 Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 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 may 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.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a).

B6. BID SUBMISSION

- B6.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices;

- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 All components of the Bid 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, to constitute a responsive Bid.
- B6.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.5 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 Division
185 King Street, Main Floor
Winnipeg, MB R3B 1J1
- B6.5.1 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.
- B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B13.1(a).
- B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids 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 11 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 should be printed below such signatures.

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 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; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information

Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

- B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).
- B9.4 The Bidder shall 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.
- B9.5 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 Bids will not be opened publicly.
- B10.2 Following the Submission Deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website 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 Division website at <http://www.winnipeg.ca/matmgt>
- B10.4 The Bidder is advised that any information contained in any Bid 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 10 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 10 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 C21, 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 11 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 will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 11 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, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
 - (c) Total Bid Price; and
 - (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 or minor informalities or irregularities 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 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.
- B13.4.2 Further to B13.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- 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, in accordance with B13.

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 C4 and Paragraph 6 of Form A: Bid, 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 C1.1(n) (ii), 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

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply and Delivery of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 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 Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

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.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the supply of 1800 X 2400 mm precast concrete box culvert sections and end sections and delivery to Marion Street site..

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is AECOM, represented by:

James Kennedy, P.Eng.
Transportation Engineer
99 Commerce Drive, Winnipeg MB R3P 0Y7
Telephone No.: (204) 477-5381
Facsimile No.: (204) 284-2040

D4. NOTICES

D4.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Financial Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

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. INSURANCE

D6.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work; and

- (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work.

D6.2 Deductibles shall be borne by the Contractor.

D6.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4 for the return of the executed Contract.

D6.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D7. PERFORMANCE SECURITY

D7.1 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.

D7.1.1 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.

D7.2 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 and prior to the commencement of any Work.

SCHEDULE OF WORK

D8. COMMENCEMENT

D8.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D8.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D5;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) evidence of the insurance specified in D6; and
 - (iv) the performance security specified in D7;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9. DELIVERY

D9.1 Goods shall be delivered within two (2) Calendar Day(s) of the placing of an order, f.o.b. destination, freight prepaid to:

Marion Street at the crossing of the Dugald Drain (at Nicolas Street)

D10. LIQUIDATED DAMAGES

D10.1 If the Contractor fails to achieve delivery of the goods within the time specified in D9.1 Delivery the Contractor shall pay the City Three Thousand dollars (\$3,000) per Calendar Day for each and every Calendar Day until the goods have been delivered.

D10.2 The amount specified for liquidated damages in D10.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Delivery by the day fixed herein for same.

D10.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

MEASUREMENT AND PAYMENT

D11. PAYMENT

D11.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D12. WARRANTY

D12.1 Warranty is as stated in C11.

FORM H1: PERFORMANCE BOND
(See D7)

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 for

BID OPPORTUNITY NO. 449-2009

SUPPLY AND DELIVERY OF PRECAST CONCRETE BOX CULVERT FOR MARION STREET

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 as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D7)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 449-2009

SUPPLY AND DELIVERY OF PRECAST CONCRETE BOX CULVERT FOR MARION STREET

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. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 The following Drawings are provided for information purposes:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
01	Horizontal and Vertical alignment, Horizontal and Vertical Control, Geometric Layout
02	Cross Sections and Details

- E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5.

E2. GOODS

- E2.1 The precast concrete box sections shall meet or exceed the requirements of CAN/CSA S6-06 Canadian Highway Bridge Design Code using the CL-625 Truck for live loads. All cement utilized shall be Type HS (50) high sulphate-resistant hydraulic cement.
- E2.2 The Contractor shall supply and deliver 52.5 metres of 1800 mm X 2400 mm precast concrete box culvert and two (2) end sections. The total length including end sections shall be 57.5 to 58 metres. The Contractor shall also supply and deliver the necessary gaskets and tie straps.
- E2.3 The Contractor shall provide a concrete mix design statement that is compatible with the requirements of CSA-A23.1 Class S-1.
- E2.4 The length of box culvert to be paid for shall be the total number of metres supplied and delivered in accordance with this specification as measured and accepted by the Contract Administrator.
- E2.5 The number of box culvert end sections to be paid for shall be the total number of units supplied and delivered in accordance with this specification as measured and accepted by the Contract Administrator.
- E2.6 Gaskets and tie straps will not be paid for directly. The price for gaskets and tie straps shall be included in the price paid for box culverts and end sections.
- E2.7 The Contractor shall ensure that one section of box culvert contains a hole suitable to make a connection with a 375 mm diameter PVC sewer pipe. The hole shall be located on the west side of the box centered horizontally along the box section and 0.300 m above the floor. The hole including additional reinforcing steel, if necessary, will not be paid for directly. The price shall be included in the price paid for the supply of concrete box culverts.

E3. SCHEDULE FOR DELIVERY

- E3.1 The Contractor shall be prepared to deliver all materials to the site by August 24, 2009. The Contractor will be given a minimum of two (2) days notice of required delivery.
- E3.2 The Contractor shall note that the intention is to close Marion Street to traffic on the September long weekend (September 3 – 8, 2009). During this period the intent is to install the box culvert directly under the roadway and return the road to service as soon as possible.

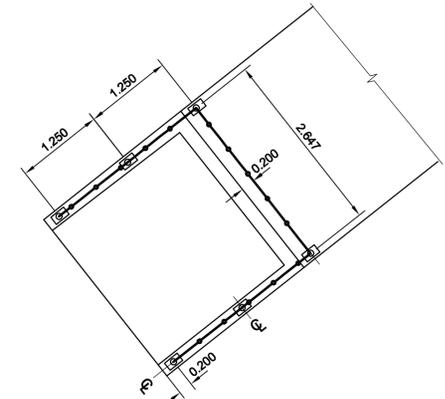
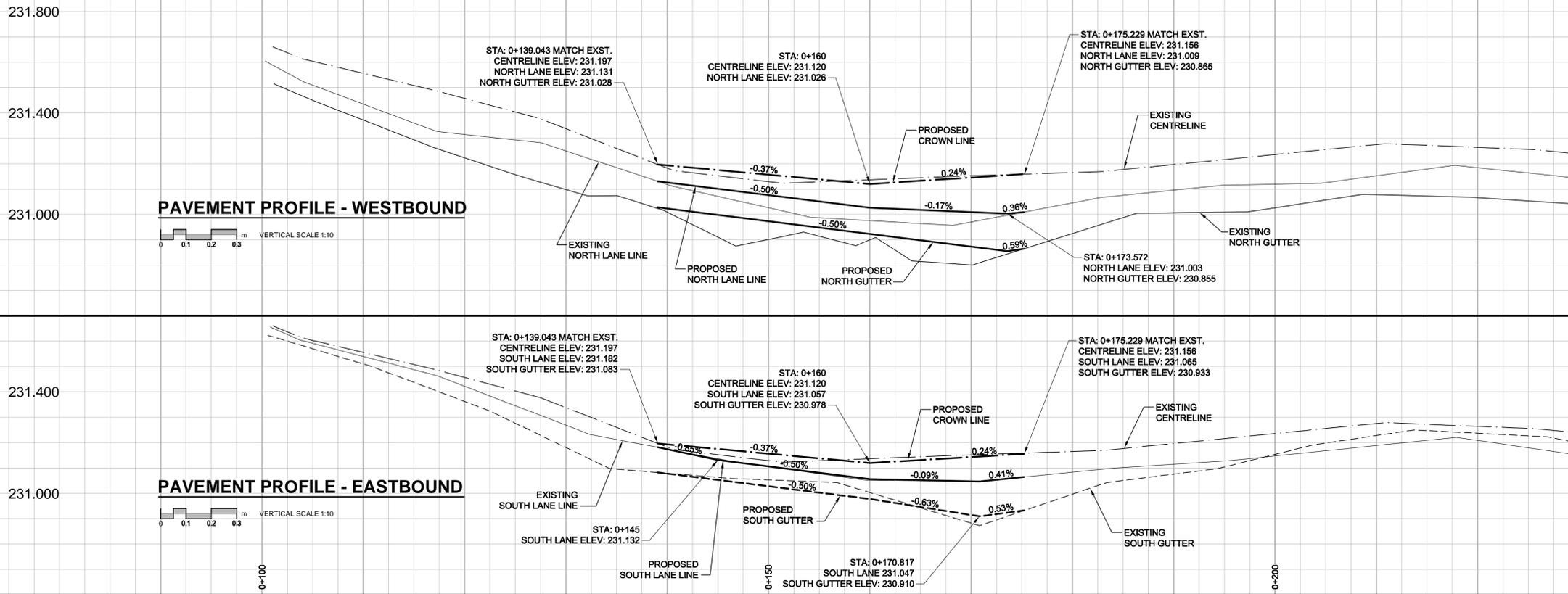
E4. SUBMITTALS

- E4.1 The Contractor shall supply complete design calculations, shop drawings, installation details and instructions for the box culverts being provided.
- E4.2 The proposed box culverts shall be designed in strict accordance with E2. Goods and all submittals shall meet the following requirements:
- E4.2.1 Three (3) copies to the Contract Administrator.
 - E4.2.2 All drawings and calculations shall be signed and sealed by a Professional Engineer Registered in the Province of Manitoba.
 - E4.2.3 The Contractor shall make any changes to the information that the Contract Administrator may require consistent with the Contract and shall submit revised copies for review in the manner herein set out.
 - E4.2.4 One (1) copy of accepted information shall be sent to the Contractor by the Contract Administrator, one (1) copy of accepted information shall be sent to the Owner by the Contract Administrator.
 - E4.2.5 When submitting the information required, the Contractor shall notify the Contract Administrator in writing of changes made therein from the Drawings or Specifications not covered by the Contractor's written notification.
 - E4.2.6 The Contractor shall be responsible for contacting the Contract Administrator to determine the timing required for checking submissions and shall submit all the required material to the Contract Administrator in sufficient time to allow proper review and acceptance without endangering the required completion dates.
 - E4.2.7 Any changes required by the Contract Administrator shall be implemented by the Contractor at the Contractor's expense.
 - E4.2.8 The acceptance shall not be construed as relieving the Contractor of responsibility for seeing that his work is complete and accurate.
 - E4.2.9 Any work done prior to the return of the accepted information shall be at the Contractor's own risk.

A1 SIZE 23.4" x 33.1" (594mm x 841mm)

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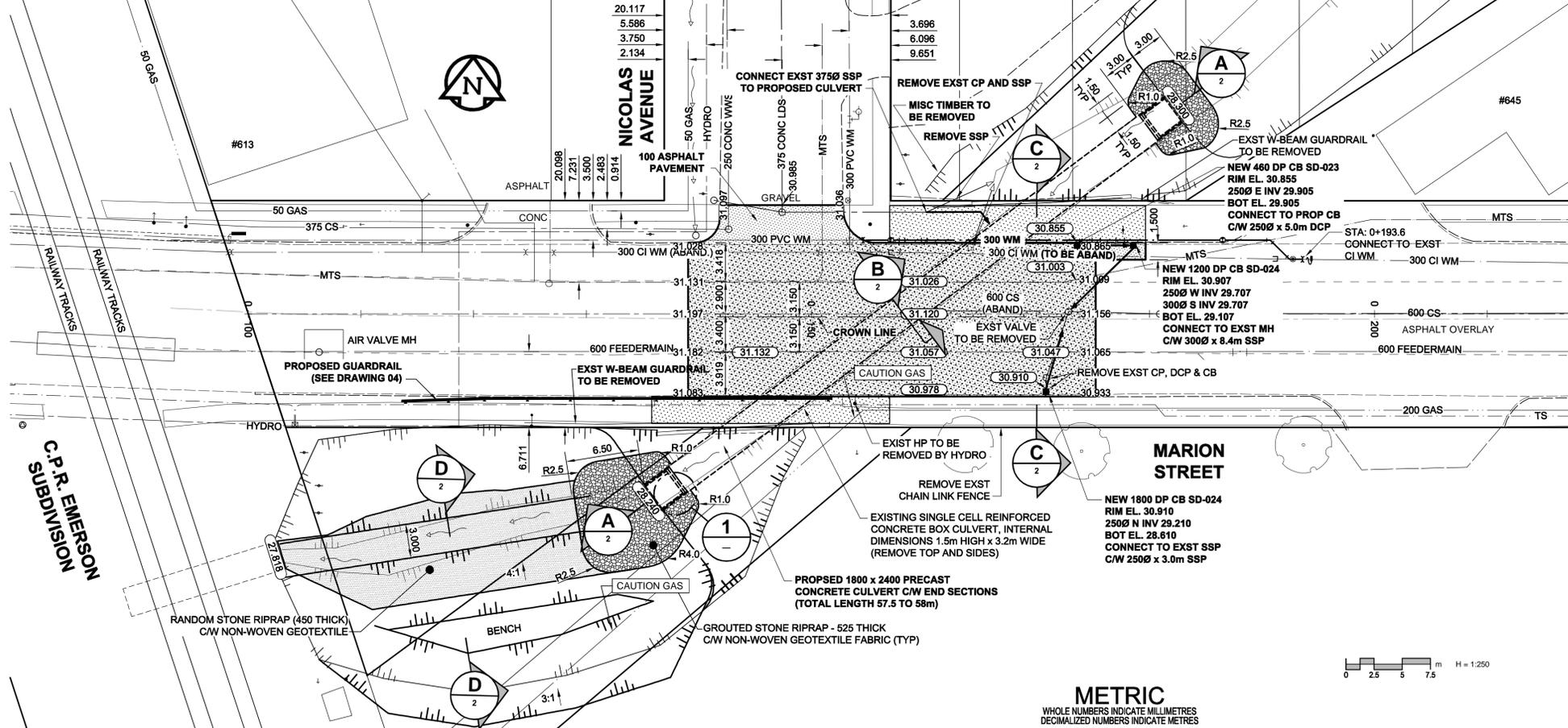


SURVEY BAR CONTROL POINTS				
POINT	NORTHING	EASTING	ELEV.	COMMENT
#1	10000.000	10000.000	231.595	GBM 33-006 SOUTH OF MARION STREET R.O.W., 6.5m WEST OF WEST CP TRACKS
#2	10027.068	9929.424	230.988	SURVEY BAR NE CORNER OF MARION & ARCHIBALD, 5m SE OF HYDRANT

MARION STREET CONTROL LINE		
DESCRIPTION	NORTHING	EASTING
P.O.T. - 0+100	10010.386	10019.761
P.O.T. - 0+200	10013.158	10119.722

C OF PROPOSED PIPE		
DESCRIPTION	NORTHING	EASTING
SOUTH END - 0m	9995.127	10056.196
NORTH END - 57.5m	10030.765	10101.319

- NOTES**
- ADJUST MH AND CB RIMS TO NEW GRADES.
 - LAMP STANDARDS, HYDRO POLES, AND ANCHORS MAY REQUIRE TEMPORARY SUPPORT/REMOVAL OR REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
 - CONTRACTOR SHALL TAKE PRECAUTIONARY STEPS TO PROTECT EXISTING BOULEVARD TREES WITHIN THE LIMITS OF CONSTRUCTION FROM DAMAGE FROM CONSTRUCTION ACTIVITIES AS OUTLINED IN THE SPECIFICATIONS.
 - THE LOCATION OF ALL SERVICES TO BE CONFIRMED IN THE FIELD BY THE CONTRACTOR.
 - ADD 200.000m TO ABBREVIATED ELEVATIONS TO OBTAIN GEODETIC ELEVATIONS.



ISSUED FOR INFORMATION
Date: 2009/07/02

APEGM
Certificate of Authorization
AECOM Canada Ltd.
No. 4671 Date: _____
BID OPPORTUNITY NO. 449-2009

EXISTING	LEGEND - PLAN	NEW	EXISTING	LEGEND - PLAN	NEW	EXISTING	LEGEND - PLAN	NEW	
	NATURAL GAS		MANHOLE		CONCRETE PAVEMENT		LOCATION APPROVED		BM 33-006 ELEV 231.595m
	COMMUNICATION		CATCH BASIN / CATCH PIT		ASPHALT PAVEMENT		SUPP. UG STRUCTURES		AECOM
	HYDRO		C & G INLET WITH BOX		CONC. SIDEWALK/MEDIAN		DATE		DESIGNED BY JGK
	CATV		TREE		PAVING STONE		COMMITTEE		DRAWN BY DJH
	TRAFFIC SIGNALS		TEST HOLE		GRAVEL		NOTE:		HOR. SCALE 1:250
	LAND DRAINAGE SEWER		PROPERTY LINE		CURB RAMP		LOCATION OF UNDERGROUND STRUCTURES AS SHOWN ARE BASED ON THE BEST INFORMATION AVAILABLE. BUT NO GUARANTEE IS GIVEN THAT ALL EXISTING UTILITIES ARE SHOWN OR THAT THE GIVEN LOCATIONS ARE EXACT. CONFIRMATION OF EXISTENCE AND EXACT LOCATION OF ALL SERVICES MUST BE OBTAINED FROM THE INDIVIDUAL UTILITIES BEFORE PROCEEDING WITH CONSTRUCTION.		VERT. SCALE AS SHOWN
	SANITARY/COMBINED SEWER		SURVEY BAR		PAVT PLANNING/REMOVAL		REVISIONS		RELEASED FOR CONSTRUCTION
	SSP/DCP		FENCE				DATE		DATE 09/01/08
	WATERMAIN		BOC/EOPAVT						DATE
	SUBDRAIN		ELEVATION (33.100)						DATE
	DITCH								DATE
	LEGEND - PLAN		LEGEND - PLAN		LEGEND - PLAN		LEGEND - PLAN		DATE

METRIC
WHOLE NUMBERS INDICATE MILLIMETRES
DECIMALIZED NUMBERS INDICATE METRES

NO.	REVISIONS	DATE	BY
B	ISSUED FOR INFORMATION	09/07/02	DJH
A	ISSUED FOR CLIENT REVIEW	09/06/18	DJH

DESIGNED BY	CHECKED BY
JGK	RPB
DRAWN BY	APPROVED BY
DJH	TGS
HOR. SCALE	RELEASED FOR CONSTRUCTION
1:250	
VERT. SCALE	DATE
AS SHOWN	09/01/08

PROFESSIONAL'S SEAL
CONSULTANT DRAWING NO.
0265-408-00-02-CT1001_RX

THE CITY OF WINNIPEG
PUBLIC WORKS DEPARTMENT
TRANSPORTATION ENGINEERING DIVISION

MARION STREET
CROSSING OF DUGALD DRAIN REPLACEMENT
HORIZONTAL AND VERTICAL ALIGNMENT,
HORIZONTAL AND VERTICAL CONTROL,
GEOMETRIC LAYOUT

CITY DRAWING NUMBER: N/A
SHEET 1 OF 2
DRAWING No. 01
REV B

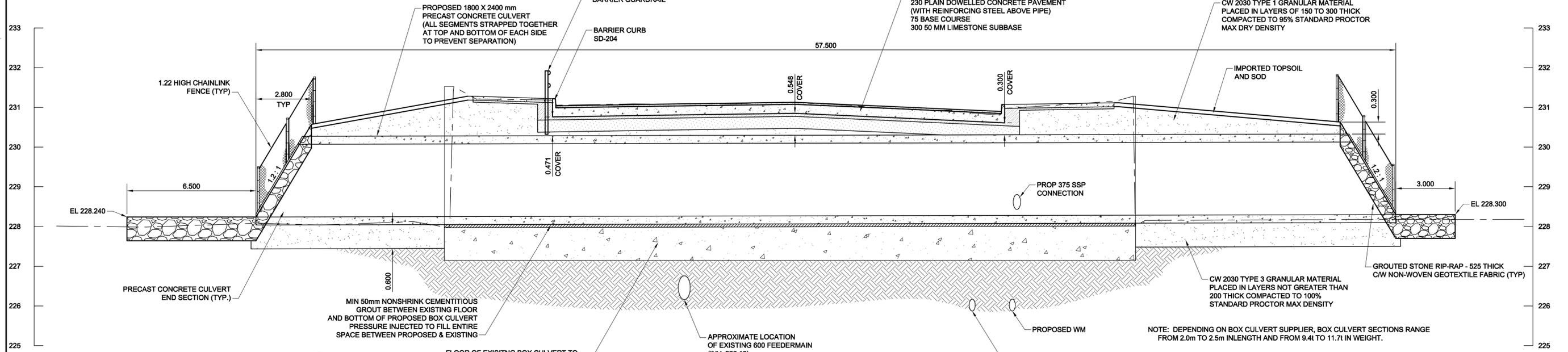
A1 SIZE 23.4" x 33.1" (594mm x 841mm)

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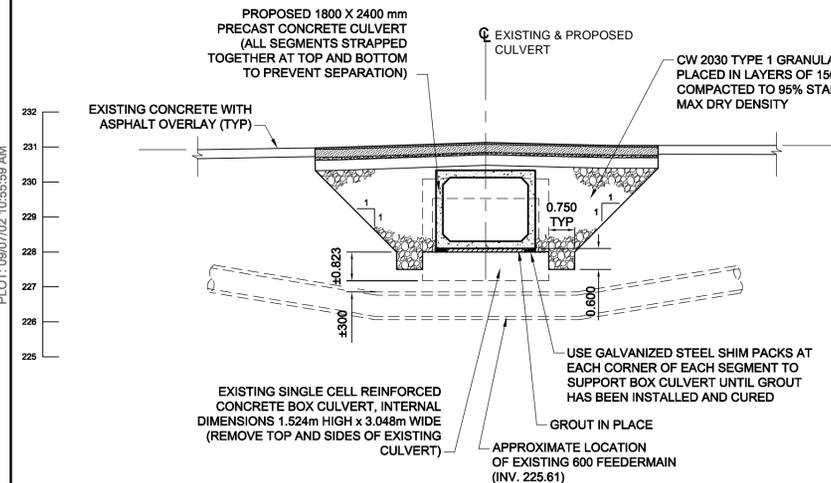
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SOUTH

NORTH



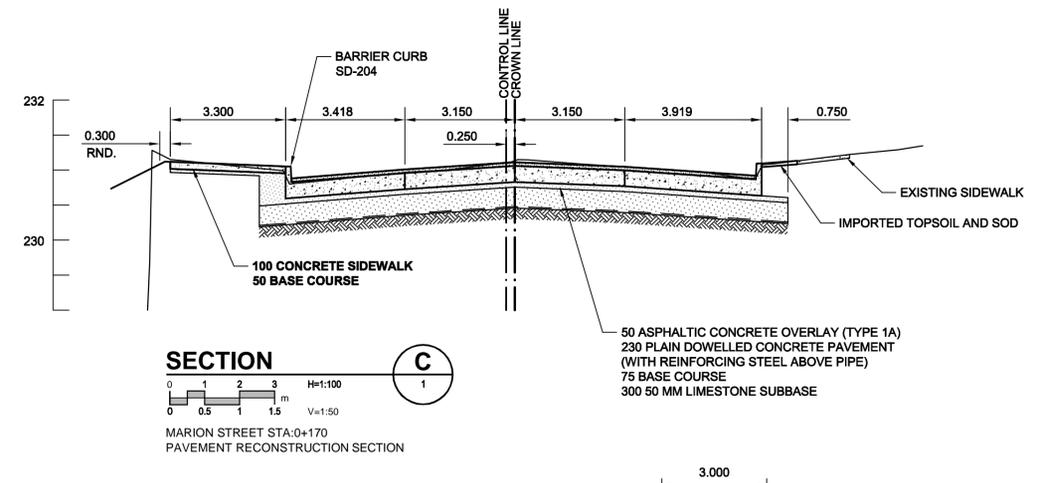
SECTION A
LONGITUDINAL PIPE SECTION
H=1:100
V=1:50



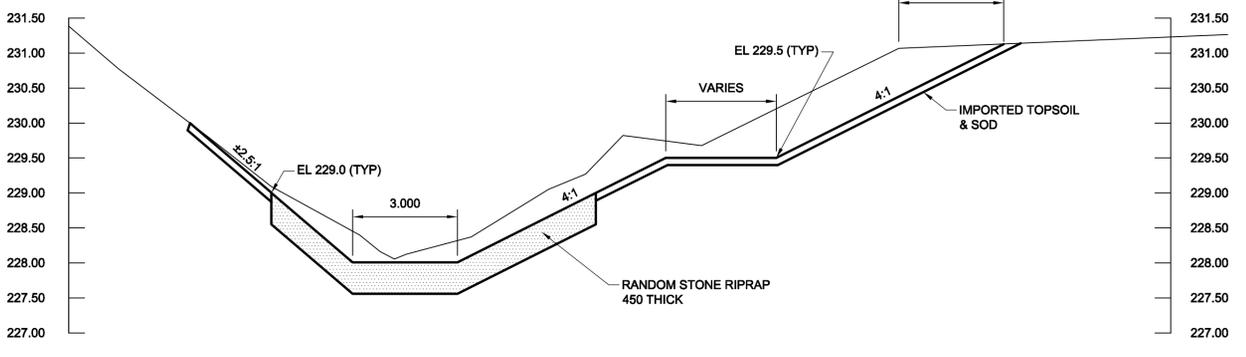
SECTION B
PIPE
SCALE 1:100

- CONSTRUCTION NOTES:**
- CROSSING THE FEEDERMAIN AT LOCATIONS OTHER THAN THE DESIGNATED CROSSING LOCATIONS IS PROHIBITED.
 - AECOM PERSONNEL TO BRIEF CONTRACTOR ABOUT PROTOCOL FOR WORKING OVER THE PIPELINES.
 - IF A BACKHOE IS TO BE UTILIZED, IT SHOULD NOT BE LOCATED DIRECTLY OVER PIPES. A MINIMUM OF 2.5m O/S FROM CENTRE LINE OF PIPES IS TO BE USED.
 - CONTRACTOR TO SUBMIT A PROPOSED EQUIPMENT LIST PRIOR TO CONSTRUCTION.
 - SPEED OF CONSTRUCTION VEHICLES IS TO BE KEPT TO A MINIMUM.
 - CONTACT THE CITY OF WINNIPEG WATER & WASTE PERSONNEL ANDY VINCENT (PH 986 3823) PRIOR TO CONSTRUCTION.
 - REFER TO AECOM GEOTECHNICAL REPORT FOR EXCAVATION, CUT SLOPES FOUNDATION PREPARATION, CULVERT BEDDING AND BACKFILL CONSTRUCTION AND OTHER INFORMATION.

---	NATURAL GAS	○	MANHOLE	●	CONCRETE PAVEMENT	▨
---	COMMUNICATION	□	CATCH BASIN / CATCH PIT	■	ASPHALT PAVEMENT	▩
---	HYDRO	△	C & G INLET WITH BOX	◊	CONC. SIDEWALK/MEDIAN	▧
---	CATV	◇	TREE	○	PAVING STONE	▤
---	TRAFFIC SIGNALS	⊕	TEST HOLE	⊙	GRAVEL	▥
---	LAND DRAINAGE SEWER	⊕	PROPERTY LINE	---	CURB RAMP	▦
---	SANITARY/COMBINED SEWER	⊕	SURVEY BAR	---	PAVT PLANING/REMOVAL	▧
---	SSP/DCP	⊕	FENCE	---		
---	WATERMAIN	⊕	BOC/EOPAVT	---		
---	SUBDRAIN	⊕	ELEVATION	33.100		
---	DITCH	←				
---	EXISTING	---	LEGEND - PLAN	NEW	EXISTING	LEGEND - PLAN
---	NEW	---				

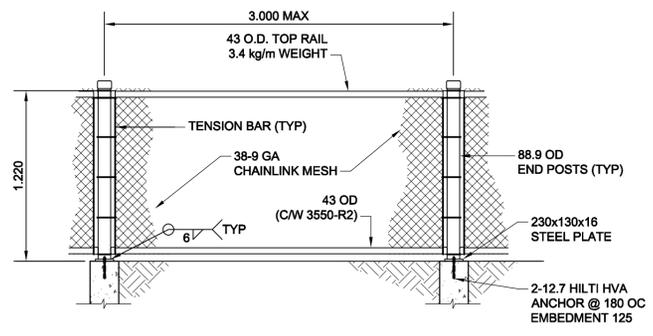


SECTION C
MARION STREET STA: 0+170
PAVEMENT RECONSTRUCTION SECTION
H=1:100
V=1:50

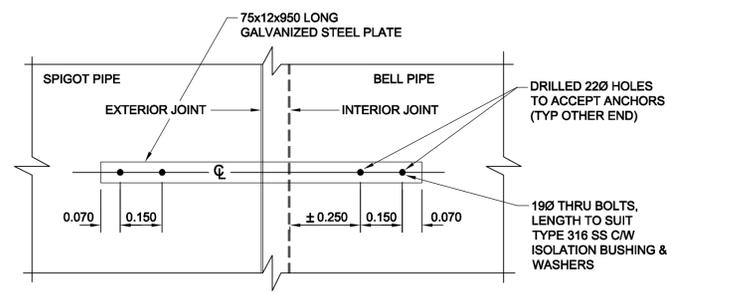


SECTION D
H=1:100
V=1:50

NOTE: DEPENDING ON BOX CULVERT SUPPLIER, BOX CULVERT SECTIONS RANGE FROM 2.0m TO 2.5m IN LENGTH AND FROM 9.4t TO 11.7t IN WEIGHT.



1.22 HIGH CHAINLINK FENCE
SCALE 1:25



JOINT RESTRAINT
SCALE 1:12.5

METRIC
WHOLE NUMBERS INDICATE MILLIMETRES
DECIMALIZED NUMBERS INDICATE METRES

LOCATION APPROVED UNDERGROUND STRUCTURES

BM 33-006	ELEV 231.595m		
NO.	REVISIONS	DATE	BY
B	ISSUED FOR INFORMATION	09/07/02	DJH
A	ISSUED FOR CLIENT REVIEW	08/06/18	DJH
NO.	REVISIONS	DATE	BY

NOTE: LOCATION OF UNDERGROUND STRUCTURES AS SHOWN ARE BASED ON THE BEST INFORMATION AVAILABLE. BUT NO GUARANTEE IS GIVEN THAT ALL EXISTING UTILITIES ARE SHOWN OR THAT THE GIVEN LOCATIONS ARE EXACT. CONFIRMATION OF EXISTENCE AND EXACT LOCATION OF ALL SERVICES MUST BE OBTAINED FROM THE INDIVIDUAL UTILITIES BEFORE PROCEEDING WITH CONSTRUCTION.

AECOM

DESIGNED BY	JGK	CHECKED BY	SBB
DRAWN BY	DJH	APPROVED BY	TGS
HOR. SCALE	AS SHOWN	RELEASED FOR CONSTRUCTION	
VERT. SCALE	AS SHOWN	DATE	

PROFESSIONAL'S SEAL

ISSUED FOR INFORMATION
Date: 2009/07/02

THE CITY OF WINNIPEG
PUBLIC WORKS DEPARTMENT
TRANSPORTATION ENGINEERING DIVISION

MARION STREET
CROSSING OF DUGALD DRAIN REPLACEMENT
CROSS SECTIONS & DETAILS

CITY DRAWING NUMBER: N/A
SHEET 2 OF 2
DRAWING No. 02
REV B

CONSULTANT DRAWING NO. 0265-408-00_02-CT1002_RX

BID OPPORTUNITY NO. 449-2009

AECOM
Certificate of Authorization
AECOM Canada Ltd.
No. 4671 Date: _____