



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 635-2009

**LANDSCAPE MAINTENANCE SERVICES AT DEACON RESERVOIR FOR
VEGETATION REMOVAL**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 LANDSCAPE MAINTENANCE SERVICES AT DEACON RESERVOIR FOR VEGETATION REMOVAL

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 18, 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. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder shall attend a Site meeting on September 9, 2009 or September 11, 2009 at 9:00 A.M. **SHARP**, outside of the gate to the entrance of the Water Treatment Plant. Deacons Reservoir is located on Highway 207, north of Highway 1 East (TransCanada). Attendance is **mandatory**, and the Bid of any Bidder not having attended will be rejected on the basis that it is non-responsive.

B3.2 The Bidder is advised that in order to gain a thorough understanding of the Site and its conditions a Site visit is mandatory.

B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site Meeting unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B3.4 The Bidder is responsible for determining:

- (a) The extent of vegetation growth;
- (b) The species of vegetation required for removal;
- (c) The security requirements for working in and around the Deacon cells;
- (d) The landscape of the Work area; and
- (e) Safety plan requirements.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 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.

B4.3 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.

B4.4 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.

B4.5 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.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3.4(a) unless that response or interpretation is provided by the Contract Administrator in writing.

B5. ADDENDA

B5.1 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.

B5.2 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.

B5.2.1 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>

B5.2.2 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.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B6.4 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 Plant, Material or method 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.

- B6.5 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.
- B6.6 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.
- B6.6.1 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.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 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 B14.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 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.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 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 B14.1(a).
- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.7 If the Bid 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
- B7.7.1 Samples or other components of the Bid 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.

B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178

B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 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.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 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.

B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers 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.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B8.5 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.

B9. PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.2 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.

B9.3 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.

B9.4 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. QUALIFICATION

B10.1 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.

B10.2 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>

B10.3 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); and
- (d) have one (1) person on staff, that will be acting as the Supervisor, that has a valid Manitoba Arborist License issued by Manitoba Conservation.

B10.4 Further to B10.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)

B10.5 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.

B10.6 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.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

- B11.1 Bids will not be opened publicly.
- B11.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website 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 Division website at <http://www.winnipeg.ca/matmgt>
- B11.4 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.

B12. IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 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 9 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 C22.5, 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 10 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 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 10 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.

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, or acceptable deviation therefrom (pass/fail);

- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The 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.

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 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.

B14.4.2 Further to B14.1(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.

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 in accordance with B14.

B15.3.1 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.

B15.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B15.5 The Contract Documents, as defined in C1.1(n), 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 Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* 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 Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, 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 cutting, removal and disposal of the vegetation and trees found growing on the inside slopes of the 4 water reservoir cells as follows:

- (a) Year 1 for Cells 1 and 3, effective from Date of Award to October 31, 2009;
- (b) Year 2 for Cells 1, 2, 3 and 4, effective from June 15, 2010 to September 15, 2010.
- (c) Year 3 for Cells 1, 2, 3 and 4, effective from June 15, 2011 to September 15, 2011.

D2.2 The major components of the Work are as follows:

- (a) Cutting;
- (b) Removal;
- (c) Disposal.

D3. COORDINATION OF WORK

D3.1 The vegetation removal work completion dates and schedule are based on the work outlined in this specification, and may be adjusted by the City due to the necessity to coordinate these Works with other work or activities at the Water Treatment Plant.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Jason Shumka
Water Planning and Project Delivery Branch E.I.T.
110-1199 Pacific Ave.
Winnipeg, MB
R3E 3S8
Telephone No. (204) 986 -4076
Facsimile No. (204) 224-0032

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D5.3 The Supervisor shall be a licensed Manitoba Arborist with a valid license issued by Manitoba Conservation.

D6. NOTICES

D6.1 Notwithstanding C22.3, 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

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

D8. INSURANCE

D8.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) Commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, unlicensed equipment liability and products and completed operations cover, to remain in place at all times during the performance of the Work;

The Certificate of insurance must expressly state that coverage includes (or does not exclude) sudden and accidental pollution cover.

- (b) Automobile liability insurance, for owned and non-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; such insurance may be met through the commercial general liability cover where applicable.

D8.2 All policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba.

D8.3 Deductibles shall be borne by the Contractor.

D8.4 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 on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D8.5 The Contractor shall not cancel, or cause any such policy or policies to lapse without a minimum thirty (30) days prior written notice to the City.

- D8.6 The Contractor shall provide written notice to the City of Winnipeg of any material changes to their policies within thirty (30) days of the change taking effect.
- D8.7 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.
- D8.8 The attached Appendix A describes all above insurance coverage. These insurance requirements can be shared with your insurance broker.

D9. SECURITY CLEARANCE

- D9.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.
- D9.2 The Criminal Record Search shall include a Vulnerable Sector Search. This can be obtained by completing and providing the following in person to the Winnipeg Police Service Bureau of Police Records, 4th Floor, 151 Princess Street:
- (a) Form P-612 Check the following boxes: Vulnerable Sector; and Other by inputting the Bid Opportunity Number in the space provided. This form can be found on the website at: www.winnipeg.ca/police/BPR/forms/Criminal_Record_Check_P612.doc
 - (i) Individuals will need to state in Section 2 of the form, that they may be working in City of Winnipeg pools, libraries and community centres;
 - (ii) Individuals will need to sign and date Section 3 of the form.
 - (b) Two (2) pieces of identification as stated in Bureau of Police Records on the website at: www.winnipeg.ca/police/BPR/id.stm
 - (c) Fee for each individual applying for a Criminal Record Search. Fee schedule can be found on the website at: www.winnipeg.ca/police/BPR/fees.stm
- D9.2.1 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- D9.3 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- D9.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.
- D9.5 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D9.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

CONTROL OF WORK

D10. COMMENCEMENT

- D10.1 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.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D10.2;
 - (iv) the security clearances specified in D8; and
 - (v) evidence of the Manitoba licensed Arborist on Staff as specified in D5.3.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. LIQUIDATED DAMAGES

- D11.1 If the Contractor fails to achieve the Work of the Contract in accordance with D2 and within the time specified in D2.1 for each year, the Contractor shall pay the City two hundred dollars (\$200.00) per Working Day for each and every Working Day following the day fixed herein until the Work is complete in that year.
- D11.2 The amount specified for liquidated damages in D11.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.
- D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D12. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D12.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D13. SAFETY

- D13.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D13.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D13.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant; and

- (f) fire hazards in or about the Work are eliminated.

D14. INSPECTION

- D14.1 On-going work shall be periodically inspected by the Contract Administrator or designated City of Winnipeg Staff.

D15. ORDERS

- D15.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D16. RECORDS

- D16.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D16.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
 - (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D16.3 The Contractor shall provide the Contract Administrator with a copy of the records for the entire annual work period within fifteen (15) Calendar Days of the end of that work period.

MEASUREMENT AND PAYMENT

D17. INVOICES

- D17.1 Further to C11, the Contractor shall submit an invoice when the work has been completed for the year to:

The City of Winnipeg
Water and Waste Department
112-1199 Pacific Avenue
Winnipeg MB R3E 3S8
Facsimile No.: (204) 986-3745
- D17.2 Invoices must clearly indicate, as a minimum:
 - (a) the City's purchase order number;
 - (b) date of completion;
 - (c) the amount payable with GST and MRST shown as separate amounts; and
 - (d) the Contractor's GST registration number.
- D17.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D18. PAYMENT

- D18.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D18.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D18.3 Further to C11, a single payment shall be made annually after the completion of the work for the year in question. Payment for each year shall correspond to the prices indicated in Form B Prices.

WARRANTY

D19. WARRANTY

D19.1 Warranty is as stated in C12.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
G-120A	DEACON RESERVOIR STAGE 1 SITE PLAN
G-128	DEACON RESERVOIR CELL II SITE PLAN
D-2013	DEACON RESERVOIR EXPANSION CONSTRUCTION OF CELL 3 AND CELL 4 – CELL 3 EMBANKMENT LOCATION, STOCKPILE/SPOIL AREA AND BORROW EXCAVATION AREA
D-2014	DEACON RESERVOIR EXPANSION CONSTRUCTION OF CELL 3 AND CELL 4 – CELL 4 EMBANKMENT LOCATION AND BORROW EXCAVATION AREA

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 B6.

E1.3.1 Alternate methods of vegetation removal may be proposed prior to the Submission Deadline as per Section B6 Substitutes.

E2. SERVICES

E2.1 The Contractor shall provide for the City of Winnipeg tree and vegetation removal around the Deacon Reservoir Cells in accordance with the requirements hereinafter specified.

E3. CELL DESCRIPTION

E3.1 The width of the inside slopes requiring vegetation removal varies between 3 and 9 meters depending on water levels.

E3.2 The cells have the following perimeters:

- (a) Cell 1: 2.34 km
- (b) Cell 2: 2.57 km
- (c) Cell 3: 2.15 km
- (d) Cell 1: 2.58 km

E4. REMOVAL METHODS

E4.1 Any tree or vegetation having a diameter of 1 inch or more must be cut at the soil surface. This will require removing the riprap around the tree to get to the soil surface. Once removed, the riprap must be placed back into its original position.

E4.2 The Contractor shall only be permitted to work on one cell at a time as the cell being worked on will be offline. The Contractor must give the Contract Administrator three (3) Calendar Days notice prior to a cell change to allow for the water paths to the WTP to be changed.

E4.3 The use of gas powered and hydraulic tools shall not be permitted for the completion of the Work. The use of electric, pneumatic, and manual tools is allowed.

E4.4 Only vegetable based lubricants are permitted.

E4.5 Air compressors are allowed to power pneumatic tools but must be located on the perimeter road of the cells and must be placed in a containment pan.

E4.6 Gas generators are allowed to power electric tools or air compressors but must be located on the perimeter road of the cells and must be placed in a containment pan.

E5. DISPOSAL REQUIREMENTS

E5.1 All vegetation cut from the reservoir cells must be disposed of off Site.

E5.2 Mulching of the cut vegetation will be acceptable at a location outside the fenced cells as approved by the Contract Administrator. Once the Work has been completed, the area utilised for the mulching to be returned to its original condition or better.

E5.3 All cut vegetation must be removed from the Site the same day.

E6. FUELING REQUIREMENTS

(a) Refuelling of any gas powered generator must take place outside the fenced cells at a refuelling site.

(b) The refuelling site must have an appropriate containment system. The location of the refuelling site to be agreed to by the City. Once the Work has been completed, the area utilised for refuelling to be returned to its original condition or better.

E7. ENVIRONMENTAL PROTECTION

E7.1 The Contractor shall be aware that the Deacon Reservoir Cells are for potable water supply and no contamination by fuel, chemicals, etc. shall be permitted at any time. Fuels or chemicals shall not be stored within 30 metres of the reservoir cells.

E7.2 The Contractor shall plan and implement the Work of this Contract strictly in accordance with the requirements of the environmental protection measures as herein specified.

E7.3 The Contractor is advised that at least the following Acts, Regulations, and By-laws apply to the Work:

(a) Federal

(i) Canadian Environmental Protection Act (CEPA) c.16

(ii) Transportation of Dangerous Goods Act and Regulations c.34

(iii) Fisheries Act (R.S., 1985, c. F-14)

(b) Provincial

(i) The Dangerous Goods Handling and Transportation Act D12

(ii) The Endangered Species Act E111

(iii) The Environment Act c.E125

(iv) The Fire Prevention Act F80

(v) The Manitoba Nuisance Act N120

(vi) The Public Health Act c.P210

(vii) The Workplace Safety and Health Act W120

(viii) And current applicable associated regulations.

E7.4 The Contractor is advised that the following environmental protection measures apply to the Work.

(a) Fuel Handling and Storage

(i) The Contractor shall abide by the requirements of Manitoba Environment for handling and storage of fuel products.

(ii) All fuel handling and storage facilities shall comply with The Dangerous Goods and Transportation Act Storage and Handling of Petroleum Products Regulation and any local land use permits.

- (iii) Fuels, lubricants, and other potentially hazardous materials as defined in The Dangerous Goods and Transportation Act shall be stored and handled within the approved storage areas.
 - (iv) The Contractor shall ensure that all fuel storage containers are inspected daily for leaks and spillage.
 - (v) Products transferred from the fuel storage area(s) to specific Work Sites shall not exceed the daily usage requirement.
 - (vi) When servicing requires the drainage or pumping of fuels, lubricating oils, or other fluids from equipment, a groundsheet of suitable material (such as HDPE) and size shall be spread on the ground to catch the fluid in the event of a leak or spill.
 - (vii) Refueling of mobile equipment and vehicles shall take place at least 50 metres from the reservoir cells.
 - (viii) The area around storage sites and fuel lines shall be distinctly marked and kept clear of debris to allow for routine inspection and leak detection.
 - (ix) A sufficient supply of materials, such as absorbent material and plastic oil booms, to clean up minor spills shall be stored nearby on-site. The Contractor shall ensure that additional material can be made available on short notice.
- (b) Waste Handling and Disposal
- (i) The Work areas shall be kept clean and orderly at all times during and at completion of the Work.
 - (ii) At no time during the completion of the Work shall personal waste or vegetation debris be permitted to accumulate for more than one day at any location on the Site, other than at a dedicated storage area as may be approved by City Personnel.
 - (iii) Indiscriminate dumping, littering, or abandonment shall not take place.
 - (iv) No on-site burning of waste is permitted.
 - (v) Equipment shall not be cleaned near the reservoir cells.
- (c) Dangerous Goods/Hazardous Waste Handling and Disposal
- (i) Dangerous goods/hazardous waste are identified by, and shall be handled according to, The Dangerous Goods Handling and Transportation Act and Regulations.
 - (ii) The Contractor shall be familiar with The Dangerous Goods Handling and Transportation Act and Regulations.
- (d) Emergency Spill Response
- (i) The Contractor shall ensure that due care and caution is taken to prevent spills.
 - (ii) The Contractor shall report all major spills of petroleum products or other hazardous substances with the potential for impacting the environment and threat to human health and safety to the Contract Administrator and Manitoba Environment, immediately after occurrence of the environmental accident, by calling the 24-hour emergency telephone phone number (204) 945-4888.
 - (iii) The Contractor shall designate a qualified supervisor as the on-site emergency response coordinator for the project. The emergency response coordinator shall have the authority to redirect manpower in order to respond in the event of a spill.
 - (iv) The following actions shall be taken by the person in charge of the spilled material or the first person(s) arriving at the scene of a hazardous material accident or the onsite emergency response coordinator:
 - a. Notify emergency-response coordinator of the accident:
 - 1. identify exact location and time of accident
 - 2. indicate injuries, if any
 - 3. request assistance as required by magnitude of accident (Manitoba Environment 24-hour Spill Response Line (204) 945-4888, Police, Fire Department, Ambulance, company backup)
 - b. Assess situation and gather information on the status of the situation, noting:
 - 1. personnel on Site

2. cause and effect of spill
 3. estimated extent of damage
 4. amount and type of material involved
 5. proximity to reservoir cells
 - c. If safe to do so, try to stop the dispersion or flow of spill material:
 1. approach from upwind
 2. stop or reduce leak if safe to do so
 3. dyke spill material with dry, inert sorbent material or dry clay soil or sand
 4. prevent spill material from entering the reservoir cell by dyking
 - d. Resume any effective action to contain, clean up, or stop the flow of the spilled product.
- (v) The emergency response coordinator shall ensure that all environmental accidents involving contaminants shall be documented and reported to the Manitoba Environment according to The Dangerous Goods Handling and Transportation Act Environmental Accident Report Regulation 439/87.
- (vi) Controlled Products
 - a. Materials classified as "Controlled Products" under Regulation 52/88, "Workplace Hazardous Materials Information System", including amendments, are prohibited inside the reservoir cells, unless the material will be directly employed in the Work.
 - b. Notwithstanding the aforementioned requirement, materials have been tested by an ANSI accredited laboratory and meet the requirements of ANSI/NSF 60, "Standard for Drinking Water Treatment and Chemicals – Health Effects", and ANSI/NSF 61, "Standard for Drinking Water System Components – Health Effects", as specified in the Specifications, shall be permitted inside the reservoir cells.

E8. SITE SECURITY

- E8.1 A gate key for accessing the cells will be provided to the Contractor. The Contractor to provide a \$300 refundable deposit for the key.
- E8.2 The McPhillips Control Centre must be notified prior to entering or exiting the gates to the cells.
- E8.3 Strict adherence to all safety and security guidelines mandated by the Water and Waste Department are required throughout the performance of the Work.

E9. HOURS OF OPERATION

- E9.1 The Contractor will be permitted to perform the Work during daylight hours, seven (7) days a week.