



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 283-2010**

**INSTALLATION OF AN OFF PEAK ELECTRIC BOILER TO REDUCE GHG  
EMISSIONS – 25 POSEIDON BAY**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 INSTALLATION OF AN OFF PEAK ELECTRIC BOILER TO REDUCE GHG EMISSIONS – 25 POSEIDON BAY

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 11, 2010.
- B2.2 Proposals 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 Contract Administrator or an authorized representative will be available at the Site from 1:30 to 3:00 on May 4, 2010 to provide Bidders access to the Site.
- B3.2 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.

### **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 Request for Proposal, 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 Request for Proposal 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 Request for Proposal 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 B4 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B5. CONFIDENTIALITY**

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B6. ADDENDA**

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 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.
- B6.2.1 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>
- B6.2.2 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.
- B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B7. SUBSTITUTES**

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 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.
- B7.4 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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 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.
- B7.6 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.

- B7.6.1 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.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 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 B18.1.
- B7.9 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.
- B7.10 Notwithstanding B7.2 to B7.9 and in accordance with B8.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B19.1(a).

## **B8. PROPOSAL SUBMISSION**

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices;
  - (c) Methodology and Experience
  - (d) Technical Details
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Proposal 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 Proposal.
- B8.3.1 Bidders should submit one (1) unbound original (marked “original”) and four (4) copies.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, including the General Conditions, will be evaluated in accordance with B19.1(a).
- B8.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B8.6.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B8.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Proposals shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

## **B9. PROPOSAL**

- B9.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Proposal 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.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B9.4 Paragraph 11 of Form A: Proposal 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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B9.5 If a Proposal 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 Proposal and the Contract, when awarded, shall be both joint and several.

## **B10. PRICES**

- B10.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.
- B10.1.1 Notwithstanding C11.1.2, the price 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.
- B10.2 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B11. QUALIFICATION**

- B11.1 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.
- B11.2 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>
- B11.3 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);
- B11.4 Further to B11.3(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>)
- B11.5 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.
- B11.6 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.

## **B12. METHODOLOGY AND EXPERIENCE**

- B12.1 The Bidder shall provide, in his Proposal:
- (a) A full description of their methodology and experience of their project team for the Work required with respect to the following:
    - (i) Project team approach;
    - (ii) Team organization – Provide a brief description of the team makeup and structure including responsibilities and qualifications of each team member;
    - (iii) Provide a list of similar completed projects with approximate value and team makeup;
    - (iv) Communication strategy with the City;
    - (v) Project quality assurance and control;



- (vi) Design and installation experience with an off peak electric boiler to reduce GHG emissions and facility operating costs;
- (vii) Design experience with mechanical, electrical, lighting, water, building automation and control systems related to this project;
- (viii) Project management service experience for projects of similar complexity and size;
- (ix) Demolition and installation experience with respect to electric boilers;
- (x) Commissioning and performance testing experience of off peak electric boilers;
- (xi) Ongoing monitoring and recording of GHG reductions and utilities cost savings;
- (xii) Provide a brief description of own forces and sub-trades involved in this project;
- (xiii) Training of employees and the development and implementation of occupant information programs;
- (xiv) Identifying preventive maintenance approaches that will be recommended for the existing, modified and new equipment and systems;
- (xv) Determining approaches for training of the owner's staff in the proper operation and maintenance of all improvements;
- (xvi) Construction safety management program.

### **B13. TECHNICAL DETAILS**

B13.1 The Bidder shall provide in his proposal:

- (a) Size of boiler (s)
- (b) Boiler sizing calculations
- (c) Detailed control Sequence of Operations
- (d) List and description of all input/output control points provided as part of the installation.
- (e) Integration of new controls system to existing
- (f) Projected GHG reductions, financial savings and calculations
- (g) Projected annual maintenance and operating costs of proposed new installation.
- (h) Detailed project schedule with milestone dates.

### **B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B14.1 Proposals will not be opened publicly.

B14.2 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>

B14.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal 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.

B14.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

### **B15. IRREVOCABLE OFFER**

B15.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a

Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

## **B16. WITHDRAWAL OF OFFERS**

- B16.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B16.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B16.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
  - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Proposal withdrawn.
- B16.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B15.2 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.

## **B17. INTERVIEWS**

- B17.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

## **B18. NEGOTIATIONS**

- B18.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B18.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.
- B18.3 If, in the course of negotiations pursuant to B18.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

## **B19. EVALUATION OF PROPOSALS**

- B19.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:

- (i) mandatory requirements (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11:
    - (i) mandatory qualifications (pass/fail);
  - (c) Total Bid Price; (30%)
  - (d) Methodology and Experience (35%)
  - (e) Technical Details (35%)
  - (f) economic analysis of any approved alternative pursuant to B7;
- B19.2 Further to B19.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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 Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B19.3 Further to B19.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.
- B19.4 Further to B19.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices adjusted, if necessary, by deducting the separate prices.
- B19.5 This Contract will be awarded as a whole.
- B19.6 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B19.1(a) and B19.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

## **B20. AWARD OF CONTRACT**

- B20.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B20.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
  - B20.2.1 Without limiting the generality of B20.2, the City will have no obligation to award a Contract where:
    - (a) the prices exceed the available City funds for the Work;
    - (b) the prices are materially in excess of the prices received for similar work in the past;
    - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
    - (d) only one Proposal is received; or
    - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B20.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.
- B20.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.
- B20.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

**B20.5** 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 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.
- C0.1 These General Conditions are applicable to the Work of the Contract.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the *General Conditions*, 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 design and installation of an off peak electric boiler to reduce GHG emissions at Pan Am Poolm, 25 Poseidon Bay, Winnipeg, Manitoba.

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

- (a) To evaluate all existing heating systems, prepare an engineering study and implementation plan. Design and install a boiler system (s) to integrate into the existing heating plant within the existing facility.
- (b) Provide all necessary plant, equipment, controls, pumps, valves, piping, hardware software, modifications to existing facility for a complete operation of system.
- (c) Provide all necessary equipment to accurately monitor measure and calculate energy and GHG savings on a daily, monthly and annual basis.

#### **D3. DEFINITIONS**

D3.1 When used in this Request for Proposal:

- (a) "**GHG**" means Greenhouse Gas Emissions;
- (b) "**HDD**" means Heating Degree Day;
- (c) "**CDD**" means Cooling Degree Day;
- (d) "**ASHRAE**" means American Society of Heating, Refrigeration and Air-Conditioning Engineers.

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Bruce Kazun C.E.T.  
Municipal Accommodations Division  
4<sup>th</sup> Floor, 185 King Street  
Winnipeg, Manitoba R3B 1J1  
Telephone No. (204) 794-4409  
Facsimile No. (204) 986-7311

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.

## **D6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

D6.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D6.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

D6.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **D7. NOTICES**

D7.1 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**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

D8.1 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.

### **D9. SAFE WORK PLAN**

D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

## **D10. INSURANCE**

D10.1 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;
- (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;

D10.2 Deductibles shall be borne by the Contractor.

D10.3 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 on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.4 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.

## **D11. PERFORMANCE SECURITY**

D11.1 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.

D11.1.1 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.

D11.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

## **D12. DETAILED WORK SCHEDULE**

D12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.

D12.2 The detailed work schedule shall consist of the following:

- (a) a critical path method (C.P.M.) schedule for the Work;
  - (b) a Gantt chart for the Work based on the C.P.M. schedule; and
- all acceptable to the Contract Administrator.



D12.3 Further to D12.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:

D12.4 Further to D12.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

### **D13. SECURITY CLEARANCE**

D13.1 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.

D13.2 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, 4<sup>th</sup> Floor, 151 Princess Street:

- (a) Form P-612 Check the following boxes: Vulnerable Sector; and Other by inputting the Request for Proposal 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](http://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](http://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](http://www.winnipeg.ca/police/BPR/fees.stm)

D13.2.1 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.

D13.3 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.

D13.4 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.

D13.5 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.

D13.6 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.

## **SCHEDULE OF WORK**

### **D14. COMMENCEMENT**

- D14.1 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.
- D14.2 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 D8;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
    - (iii) the Safe Work Plan specified in D9;
    - (iv) evidence of the insurance specified in D10;
    - (v) the performance security specified in D11;
    - (vi) the detailed work schedule specified in D12; and
    - (vii) the security clearances specified in D13.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D14.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

### **D15. WORKING DAYS**

- D15.1 Further to C1.1(gg), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.
- D15.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.
- D15.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.
- D15.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

### **D16. SUBSTANTIAL PERFORMANCE**

- D16.1 The Contractor shall achieve Substantial Performance by December 1, 2010.
- D16.2 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.
- D16.3 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.

## **D17. TOTAL PERFORMANCE**

- D17.1 The Contractor shall achieve Total Performance by December 31, 2010.
- D17.2 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.
- D17.3 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.

## **D18. LIQUIDATED DAMAGES**

- D18.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the day fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the day fixed herein for Substantial Performance or Total Performance during which such failure continues.
- (a) Substantial Performance – Five Hundred Dollars (\$500.00)
  - (b) Total Performance – Five Hundred Dollars (\$500.00)
- D18.2 The amount specified for liquidated damages in D18.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D19. SCHEDULED MAINTENANCE**

- D19.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) The Contractor shall provide a system maintenance inspection, cleaning and necessary adjustments as required in the first (1<sup>st</sup>) month, third (3<sup>rd</sup>) month, sixth (6<sup>th</sup>) month, and eleventh (11<sup>th</sup>) month of the warranty period. All costs for the maintenance shall be by the Contractor.
- D19.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

## **CONTROL OF WORK**

### **D20. JOB MEETINGS**

- D20.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D20.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

**D21. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D21.1 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).

**D22. SAFETY**

D22.1 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.

D22.2 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.

D22.3 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;
- (f) fire hazards in or about the Work are eliminated;

**D23. SITE CLEANING**

D23.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.

D23.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.

D23.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

**D24. INSPECTION**

D24.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.

D24.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if

any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

## **D25. DEFICIENCIES**

D25.1 Further to C10.5, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:

- (a) the Work is not being, or will likely not be, performed satisfactorily; or
- (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

D25.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.

D25.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.

D25.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D25.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

## **MEASUREMENT AND PAYMENT**

### **D26. PAYMENT**

D26.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

### **D27. PAYMENT SCHEDULE**

D27.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

## **WARRANTY**

### **D28. WARRANTY**

D28.1 Notwithstanding C12, the warranty period shall begin on the date of Total Performance and shall expire one (1) years thereafter unless extended pursuant to C12.3, in which case it shall expire when provided for thereunder.

D28.1 Further to C12, 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.

**FORM H1: PERFORMANCE BOND**  
(See D11)

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

RFP NO. 283-2010

INSTALLATION OF AN OFF PEAK ELECTRIC BOILER TO REDUCE GHG EMISSIONS – 25 POSEIDON BAY

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 D11)

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

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

RE: PERFORMANCE SECURITY – RFP NO. 283-2010

INSTALLATION OF AN OFF PEAK ELECTRIC BOILER TO REDUCE GHG EMISSIONS – 25  
POSEIDON BAY

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 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.
- E1.3 The following are applicable to the Work.

Table 1 Bill Ledger Report for Meters: EL 9093645

Table 2 Bill Ledger Report for Meters: NG 731612

#### **E2. EXISTING CONDITIONS**

- E2.1 The existing 3 -200 hp Napanee Natural gas hot water boilers have reached the end of the life cycle and replacement of the boilers will be with multiple high efficient condensing boilers sized for the current facility programming. This anticipated work may be staged in the near future.
- E2.2 The existing system provides pool water heating to the main tank, lap pool and kiddie pool along with domestic hot water and main building heating.
- E2.3 The facility will be closed to the general public from August 23 to October 3, 2010 for an bi-annual shutdown for regular maintenance. Various Contractors and City staff may be on site. Site co-ordination may be required.

#### **E3. REQUIREMENTS**

- E3.1 The primary objective for this project is to achieve lower operational costs by reduction of natural gas consumption and to reduce Green House Gas (GHG) Emissions.
- E3.2 Work shall not impact facility programs, pool operations, aesthetics and revenue generation.
- E3.3 Design shall be based on existing facility operating, programming and environmental conditions.
- E3.4 Design shall be based on good engineering as recommended by ASHRAE, CSA, IES and applicable technical organizations.
- E3.5 All aspects of the design shall consider maintenance and servicing of existing and new equipment.
- E3.6 Prior to construction, Contractor shall deliver 5 sets of design drawings and submittals for review.
- E3.7 All equipment shall be connected and interfaced to the City's monitoring system Johnson Control METASYS. Minimum points of monitoring shall be all alarms, entering and leaving water temperatures, equipment and pump status, and ongoing monitoring, recording, archiving of GHG reductions and utilities cost savings.
- E3.8 Ensure that system design includes safety features for boiler failure to cycle down to a failsafe mode without facility engineer intervention, and resume automatic operation of natural gas boilers.
- E3.9 Provide detailed energy calculations and savings with payback calculation based on current energy prices.

- E3.10 Upon completion of project, Contractor shall provide 5 sets of Operation and Maintenance Manuals with 5 sets of As-Built and control Drawings. As-built drawings shall be produced in digital format (AutoCAD). All control drawings shall be in digital Visio format.
- E3.11 All design and construction to be to all applicable codes. Obtain all required permits.
- E3.12 Provide details on local general service contractor to maintain and provide mechanical and technical support as required after completion of work.
- E3.13 All products shall be new, CSA approved where applicable. Provide a detailed list of manufacturer and model number of all major systems proposed.
- E3.14 Contractor will be held responsible for all cutting, patching and fire stopping as required. Scanning and verification of concealed conduits and wiring shall be included in this work.

#### **E4. DETAILED REQUIREMENTS**

- E4.1 Provide location details with respect to existing equipment and proposed equipment replacement.
- E4.2 Ensure proper component clearances for replacement and repair are achieved
- E4.3 All new boiler (s) to be situated on a 6" thick concrete structural housekeeping pad.
- E4.4 Provide all necessary control and isolation valves for replacement and servicing of equipment.
- E4.5 All electrical cables/wiring shall be copper minimum # 12 AWG and run in PVC conduit in a neat supported manner following parallel building lines. All control wiring shall be FT6 rated.
- E4.6 All pressure piping and fittings shall be schedule 80 material. All piping shall be welded except for 2" and under.
- E4.7 All condensate drain lines shall be copper type "L" and plumbed to local floor drains.
- E4.8 Prior to new equipment being ready for use, all new equipment shall be thoroughly cleaned, degreased, neutralized, conditioned and treated to be compatible with existing water treatment system. Provide details on method and products proposed prior to use.

#### **E5. ELECTRICAL AND NATURAL GAS UTILITY DATA – 2008/2009**

- E5.1 The following Tables 1 and 2 are provided for informational purposes only.

**TABLE 1**

**Bill Ledger Report for Meters: EL 9093645**

| Site: Indoor Pools (IDP) |          | Area: 25 Poseidon Bay (IDP) |                     |               |                       |             |            |                  |                 |            |  | Utility: Electric        |  |
|--------------------------|----------|-----------------------------|---------------------|---------------|-----------------------|-------------|------------|------------------|-----------------|------------|--|--------------------------|--|
| Meter: EL 9093645        |          |                             |                     |               |                       |             |            |                  |                 |            |  | Account: 7948164 6425128 |  |
| From                     | To       | # Days                      | kWh                 | Demand        | Cost                  | HDD         | CDD        | CAD/kWh          | kWh/day         | LF         |  |                          |  |
| 12/19/07                 | 01/22/08 | 35                          | 366,300.00          | 546.30        | CAD 15,595.32         | 1143        | 0          | CAD 0.043        | 10,465.7        | 80%        |  |                          |  |
| 01/23/08                 | 02/21/08 | 30                          | 330,750.00          | 568.00        | CAD 14,785.98         | 1168        | 0          | CAD 0.045        | 11,025.0        | 81%        |  |                          |  |
| 02/22/08                 | 03/20/08 | 28                          | 304,200.00          | 555.00        | CAD 13,910.03         | 823         | 0          | CAD 0.046        | 10,864.3        | 82%        |  |                          |  |
| 03/21/08                 | 04/21/08 | 32                          | 344,700.00          | 587.00        | CAD 15,360.93         | 559         | 0          | CAD 0.045        | 10,771.9        | 76%        |  |                          |  |
| 04/22/08                 | 05/20/08 | 29                          | 300,600.00          | 567.00        | CAD 13,916.49         | 382         | 0          | CAD 0.046        | 10,365.5        | 76%        |  |                          |  |
| 05/21/08                 | 06/18/08 | 29                          | 298,800.00          | 566.00        | CAD 13,856.67         | 161         | 0          | CAD 0.046        | 10,303.4        | 76%        |  |                          |  |
| 06/19/08                 | 07/23/08 | 35                          | 372,150.00          | 569.00        | CAD 16,540.56         | 35          | 29         | CAD 0.044        | 10,632.9        | 78%        |  |                          |  |
| 07/24/08                 | 08/20/08 | 28                          | 298,800.00          | 569.00        | CAD 14,585.58         | 0           | 0          | CAD 0.049        | 10,671.4        | 78%        |  |                          |  |
| 08/21/08                 | 09/22/08 | 33                          | 245,250.00          | 548.00        | CAD 12,750.67         | 124         | 22         | CAD 0.052        | 7,431.8         | 57%        |  |                          |  |
| 09/23/08                 | 10/20/08 | 28                          | 246,600.00          | 504.45        | CAD 12,384.22         | 268         | 0          | CAD 0.050        | 8,807.1         | 73%        |  |                          |  |
| 10/21/08                 | 11/19/08 | 30                          | 314,100.00          | 544.00        | CAD 14,818.01         | 534         | 0          | CAD 0.047        | 10,470.0        | 80%        |  |                          |  |
| 11/20/08                 | 12/17/08 | 28                          | 294,300.00          | 540.00        | CAD 14,183.18         | 923         | 0          | CAD 0.048        | 10,510.7        | 81%        |  |                          |  |
| <b>Sum/Average/Max</b>   |          | <b>365</b>                  | <b>3,716,550.00</b> | <b>587.00</b> | <b>CAD 172,687.64</b> | <b>6119</b> | <b>51</b>  | <b>CAD 0.046</b> | <b>10,193.3</b> | <b>72%</b> |  |                          |  |
| 12/18/08                 | 01/22/09 | 36                          | 379,350.00          | 540.00        | CAD 16,775.26         | 1399        | 0          | CAD 0.044        | 10,537.5        | 81%        |  |                          |  |
| 01/23/09                 | 02/18/09 | 27                          | 292,050.00          | 554.00        | CAD 14,244.68         | 901         | 0          | CAD 0.049        | 10,816.7        | 81%        |  |                          |  |
| 02/19/09                 | 03/19/09 | 29                          | 310,050.00          | 548.00        | CAD 14,736.21         | 912         | 0          | CAD 0.048        | 10,691.4        | 81%        |  |                          |  |
| 03/20/09                 | 04/22/09 | 34                          | 346,050.00          | 540.00        | CAD 16,103.12         | 621         | 0          | CAD 0.047        | 10,177.9        | 79%        |  |                          |  |
| 04/23/09                 | 05/20/09 | 28                          | 278,100.00          | 526.00        | CAD 13,986.92         | 328         | 0          | CAD 0.050        | 9,932.1         | 79%        |  |                          |  |
| 05/21/09                 | 06/22/09 | 33                          | 326,700.00          | 541.00        | CAD 15,678.18         | 191         | 26         | CAD 0.048        | 9,900.0         | 76%        |  |                          |  |
| 06/23/09                 | 07/22/09 | 30                          | 295,650.00          | 532.00        | CAD 14,603.72         | 67          | 18         | CAD 0.049        | 9,855.0         | 77%        |  |                          |  |
| 07/23/09                 | 08/20/09 | 29                          | 284,400.00          | 552.00        | CAD 14,424.12         | 41          | 21         | CAD 0.051        | 9,806.9         | 74%        |  |                          |  |
| 08/21/09                 | 09/23/09 | 34                          | 333,000.00          | 547.00        | CAD 15,938.84         | 36          | 36         | CAD 0.048        | 9,794.1         | 75%        |  |                          |  |
| 09/24/09                 | 10/21/09 | 28                          | 272,250.00          | 540.00        | CAD 13,929.85         | 362         | 1          | CAD 0.051        | 9,723.2         | 75%        |  |                          |  |
| 10/22/09                 | 11/20/09 | 30                          | 288,900.00          | 519.00        | CAD 14,265.62         | 469         | 0          | CAD 0.049        | 9,630.0         | 77%        |  |                          |  |
| 11/21/09                 | 12/18/09 | 28                          | 282,150.00          | 539.00        | CAD 14,234.35         | 841         | 0          | CAD 0.050        | 10,076.8        | 78%        |  |                          |  |
| <b>Sum/Average/Max</b>   |          | <b>366</b>                  | <b>3,688,650.00</b> | <b>554.00</b> | <b>CAD 178,920.87</b> | <b>6168</b> | <b>103</b> | <b>CAD 0.049</b> | <b>10,078.5</b> | <b>76%</b> |  |                          |  |

**TABLE 2**

**Bill Ledger Report for Meters: NG 731612**

| Site: Indoor Pools (IDP) |          | Area: 25 Poseidon Bay (IDP) |                   |          |                       | Utility: Natural Gas (Vol) |            |            |              |                |          |    |
|--------------------------|----------|-----------------------------|-------------------|----------|-----------------------|----------------------------|------------|------------|--------------|----------------|----------|----|
| Meter: NG 731612         |          | From                        | To                | # Days   | Cu m                  | Demand                     | Cost       | HDD        | CDD          | CAD/Cu m       | Cu m/day | LF |
| 12/02/07                 | 01/01/08 | 31                          | 123,367.95        | -        | CAD 79,561.03         | 1046                       | 0          | CAD        | 0.645        | 3,979.6        |          |    |
| 01/02/08                 | 02/01/08 | 31                          | 128,155.37        | -        | CAD 45,911.66         | 1097                       | 0          | CAD        | 0.358        | 4,134.0        |          |    |
| 02/02/08                 | 03/01/08 | 29                          | 119,288.73        | -        | CAD 43,715.18         | 1056                       | 0          | CAD        | 0.366        | 4,113.4        |          |    |
| 03/02/08                 | 04/01/08 | 31                          | 107,617.65        | -        | CAD 39,822.45         | 826                        | 0          | CAD        | 0.370        | 3,471.5        |          |    |
| 04/02/08                 | 05/01/08 | 30                          | 82,972.38         | -        | CAD 31,602.35         | 438                        | 0          | CAD        | 0.381        | 2,765.7        |          |    |
| 05/02/08                 | 06/01/08 | 31                          | 76,570.28         | -        | CAD 31,348.78         | 302                        | 0          | CAD        | 0.409        | 2,470.0        |          |    |
| 06/02/08                 | 07/01/08 | 30                          | 41,273.73         | -        | CAD 18,732.43         | 88                         | 14         | CAD        | 0.454        | 1,375.8        |          |    |
| 07/02/08                 | 08/01/08 | 31                          | 26,174.97         | -        | CAD 13,335.56         | 0                          | 0          | CAD        | 0.509        | 844.4          |          |    |
| 08/02/08                 | 09/01/08 | 31                          | 18,299.82         | -        | CAD 10,516.75         | 23                         | 58         | CAD        | 0.575        | 590.3          |          |    |
| 09/02/08                 | 10/01/08 | 30                          | 14,333.91         | -        | CAD 8,992.45          | 168                        | 3          | CAD        | 0.627        | 477.8          |          |    |
| 10/02/08                 | 11/01/08 | 31                          | 90,139.34         | -        | CAD 38,128.15         | 365                        | 0          | CAD        | 0.423        | 2,907.7        |          |    |
| 11/02/08                 | 12/01/08 | 30                          | 120,818.44        | -        | CAD (3,662.07)        | 695                        | 0          | CAD        | (0.030)      | 4,027.3        |          |    |
| <b>Sum/Average/Max</b>   |          | <b>366</b>                  | <b>949,012.57</b> | <b>-</b> | <b>CAD 358,004.72</b> | <b>6103</b>                | <b>75</b>  | <b>CAD</b> | <b>0.377</b> | <b>2,596.5</b> |          |    |
| 12/02/08                 | 01/01/09 | 31                          | 138,636.69        | -        | CAD 54,284.53         | 1182                       | 0          | CAD        | 0.392        | 4,472.2        |          |    |
| 01/02/09                 | 02/01/09 | 31                          | 147,928.23        | -        | CAD 57,688.52         | 1188                       | 0          | CAD        | 0.390        | 4,771.9        |          |    |
| 02/02/09                 | 03/01/09 | 28                          | 130,194.97        | -        | CAD 48,044.81         | 934                        | 0          | CAD        | 0.369        | 4,649.8        |          |    |
| 03/02/09                 | 04/01/09 | 31                          | 106,711.16        | -        | CAD 40,009.02         | 791                        | 0          | CAD        | 0.375        | 3,442.3        |          |    |
| 04/02/09                 | 05/01/09 | 30                          | 67,930.28         | -        | CAD 26,738.82         | 445                        | 0          | CAD        | 0.394        | 2,264.3        |          |    |
| 05/02/09                 | 06/01/09 | 31                          | 58,242.14         | -        | CAD 21,489.14         | 303                        | 0          | CAD        | 0.369        | 1,878.8        |          |    |
| 06/02/09                 | 07/01/09 | 30                          | 36,656.29         | -        | CAD 14,820.00         | 117                        | 36         | CAD        | 0.404        | 1,221.9        |          |    |
| 07/02/09                 | 08/01/09 | 31                          | 28,696.10         | -        | CAD 12,360.00         | 67                         | 11         | CAD        | 0.431        | 925.7          |          |    |
| 08/02/09                 | 09/01/09 | 31                          | 27,393.07         | -        | CAD 11,904.22         | 49                         | 21         | CAD        | 0.435        | 883.6          |          |    |
| 09/02/09                 | 10/01/09 | 30                          | 24,050.38         | -        | CAD 10,952.00         | 61                         | 35         | CAD        | 0.455        | 801.7          |          |    |
| 10/02/09                 | 11/01/09 | 31                          | 72,887.66         | -        | CAD 24,861.57         | 472                        | 0          | CAD        | 0.341        | 2,351.2        |          |    |
| 11/02/09                 | 12/01/09 | 30                          | 79,969.63         | -        | CAD 25,693.11         | 528                        | 0          | CAD        | 0.321        | 2,665.7        |          |    |
| <b>Sum/Average/Max</b>   |          | <b>365</b>                  | <b>919,296.59</b> | <b>-</b> | <b>CAD 348,845.74</b> | <b>6138</b>                | <b>103</b> | <b>CAD</b> | <b>0.379</b> | <b>2,527.4</b> |          |    |