



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 447-2010

**SUPPLY, DELIVERY AND INSTALLATION OF AN ILLUMINATED SIGN FOR THE
WINNIPEG DRINKING WATER TREATMENT PLANT**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 SUPPLY, DELIVERY AND INSTALLATION OF AN ILLUMINATED SIGN FOR THE WINNIPEG DRINKING WATER TREATMENT PLANT

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time November 19, 2010.
- 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 may view the Site without making an appointment.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- 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 notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.5 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. 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>
- 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.

B5.2.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 7 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 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.

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 B7.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

B7. BID COMPONENTS

- 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 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg, MB R3B 1J1
- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).
- B7.8 If the Bid Submission 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.
- B7.8.2 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 9 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.4.2 All signatures shall be original.
- 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 the lump sum price in Canadian funds for the Work on Form B: Prices.

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; 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);
- B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

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 Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

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 8 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 8 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 C23.3, 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 9 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 9 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 there from (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 lump sum price shown on Form B: Prices.

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, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* 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 Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Construction*, 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 Supply, Delivery and Installation of an Illuminated sign at the Winnipeg Drinking Water Treatment Plant, Lot 57082, Provincial Road No. 207, Rural Municipality of Springfield, Manitoba.

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

- (a) Design and manufacture;
- (b) Delivery and installation, including piles; and
- (c) Electrical connection.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Sherisse Podaima, C.E.T.
Water Planning Technologist
110-1199 Pacific Ave
Winnipeg, MB R3E 3S8
Telephone No. (204) 986-7645
Facsimile No. (204) 224-0032

D3.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. CONTRACTOR'S SUPERVISOR

D4.1 At the pre-construction meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5. NOTICES

D5.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.

D5.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer
Facsimile No.: (204) 949-1174

- D5.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Legal Services Department
Attn: City Solicitor
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 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.

D7. SAFE WORK PLAN

- D7.1 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.
- D7.2 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>

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 two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) 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) at all times during the performance of the Work and until the date of Total Performance;
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

D8.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D9. PERFORMANCE SECURITY

D9.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), 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.

D9.1.1 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.

D9.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

SCHEDULE OF WORK

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority 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 D6;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D7;
 - (iv) evidence of the insurance specified in D8; and
 - (v) the performance security specified in D9.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D11. SUBSTANTIAL PERFORMANCE

D11.1 The Contractor shall achieve Substantial Performance by January 31, 2011.

D11.2 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.

D11.3 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.

D12. TOTAL PERFORMANCE

D12.1 The Contractor shall achieve Total Performance by February 15, 2011.

D12.2 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.

D12.3 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.

D13. LIQUIDATED DAMAGES

D13.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City two hundred and fifty dollars (\$250.00) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

D13.2 The amount specified for liquidated damages in D13.1 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.

D13.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D14. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D14.1 Further to C6.24, 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).

MEASUREMENT AND PAYMENT

D15. INVOICES

D15.1 Further to C12, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg
Water and Waste Department - Accounts Payable
112-1199 Pacific Avenue
Winnipeg MB R3E 3S8
Facsimile No.: (204) 986-3745

D15.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;

- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16. PAYMENT

D16.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D17. WARRANTY

D17.1 Warranty is as stated in C13.

FORM H1: PERFORMANCE BOND
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

BID OPPORTUNITY NO. 447-2010

SUPPLY, DELIVERY AND INSTALLATION OF AN ILLUMINATED SIGN FOR THE WINNIPEG DRINKING WATER TREATMENT PLANT

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 D9)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 447-2010

SUPPLY, DELIVERY AND INSTALLATION OF AN ILLUMINATED SIGN FOR THE WINNIPEG DRINKING WATER TREATMENT PLANT

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.

E1.1.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>

E1.1.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.

E1.1.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.

E1.2 The following are applicable to the Work:

Drawing No.

Drawing Name/Title

1-0601N-A-C0173-001-00D

Civil Railway Crossing Plan – Cell 2 Access Road

1-0601Y-A-E0180-001-01D

Electrical Site Lighting Plan

E2. SOILS INVESTIGATION REPORT

There is not a specific report, however there are numerous reports regarding soils in the area which can be made available for reviewing upon request to the Contract Administrator.

E3. SITE CONDITIONS

E3.1 The Contractor and all Subcontractors shall examine the Site and make themselves familiar with the existing conditions (both above and below grade) and nature of Work to be done.

E3.2 Surface and sub-surface conditions shown on the Drawings and included herein are provided for general information and variations there from shall not affect the terms of the Contract.

E3.3 The Contractor shall set all necessary control lines, benchmarks, survey, elevation stakes and layout in accordance with the individual Site conditions and in consultation with the Contract Administrator.

E4. EXISTING UNDERGROUND STRUCTURES

E4.1 The Contractor's attention is drawn to the existing underground lines or services that may be located in the area of the Work.

E4.2 The Contractor shall take all necessary precautions when performing the Work to ensure that no damage is done to these existing services.

E4.3 No responsibility will be assumed by the City for correctness or completeness of the Drawings, when provided, with respect to the existing utilities, pipes or other objects either underground or on the surface; the City shall not be liable for the incorrectness and inadequacy thereof. It shall be the responsibility of the Contractor to determine the location of all such utilities, pipes and other objects and to make good any damage done to them.

E5. PERMITS, NOTICES, LICENCES, CERTIFICATIONS, LAWS AND RULES

E5.1 The City will obtain the required advertising sign permit from Manitoba Infrastructure and Transportation.

E5.2 The Contractor shall comply with all laws, ordinances, rules, and regulations that would relate to the Works.

E6. ILLUMINATED SIGN

E6.1 Description

E6.1.1 The Work of this Specification comprises the furnishing of all labour, equipment and materials required to complete the design, manufacture and installation of the illuminated sign and related Work as shown on the Drawings and as hereinafter specified, including, but not necessarily confined to the following:

- (a) Design, manufacture and installation of a two sided illuminated sign.
- (b) Piles to support the sign.
- (c) Electrical work to power the sign.

E6.2 Design / Shop Drawings

E6.2.1 The double sided illuminated sign is to be six (6) feet high by six (6) feet wide, bordered by a steel frame with two (2) steel posts bolted on to two (2) concrete piles as shown in the appendices. The bottom sill of the sign is to be positioned one (1) meter above the elevation of the pavement of Provincial Road No. 207. The Contractor shall submit dimensioned detailed design drawings to the Contract Administrator. The drawings shall show all details of construction, fastenings, lighting, materials and colours. The artwork for the sign has been developed by the City and will be provided to the Contractor. A copy of the artwork is included in Appendix A. Also included in this appendix is a photograph of a sign at the St. Boniface Industrial Park entrance which provides a general guideline for the required sign.

E6.2.2 The Contractor shall submit stamped structural engineer's drawings for review and approval within 10 Business Days of Contract Award. Structural engineer's drawings shall show all details of construction and fastenings for erections and shall be as specified or approved in accordance with B7. The structural design for the sign structure shall be in accordance with the design criteria for the Drinking Water Treatment Plant. A copy of the criteria is included in Appendix B.

E6.3 Materials

E6.3.1 The sign structure shall be manufactured using structural steel tubing and galvanized.

E6.3.2 All fastenings and hardware to be stainless steel 304 or better non-rusting in winter corrosive environment, tamper-proof and flush to exposed surface.

E6.3.3 Illuminated sign boxes:

- (a) Materials shall be free from defects impairing strength, durability or appearance, and be of best commercial quality for use intended.
- (b) Materials and methods used to assemble Work of this section shall be of such properties and construction to safely sustain the loads normally imposed thereon, as would be required of this type of installation.
- (c) All exposed fastenings shall be of the same material, colour and finish as the metals to which these are supplied, unless otherwise specified or called for on the drawings.
- (d) All metal shall be free from scale, buckles, pits and other defects.
- (e) Sign components and construction shall be as shown on the drawings and as approved by the Contract Administrator.
- (f) Sign cabinet to be constructed of 20 gauge sheet metal with 12.5 mm F-Section vinyl retainers. Cabinet to be painted to match sign face.
- (g) Lamps to be white LED strips. Contractor to provide lighting schematic including ballast on shop drawings. Lamps and ballasts to be high output.

- (h) Acrylic to be SG (sign grade).
- (i) Polycarbonate face to be 4.6 mm (3/16") clear Lexan.
- (j) All graphics to be screen printed on 3M day/night film.
- (k) All Work, materials and final sign box to be CSA compliant.

E6.4 Workmanship

- E6.4.1 Proportion items to meet the National Building Code and Manitoba Building Code. Items shall support loads recommended by the Code and local standards for wind and snow loading unless specific loads are indicated on the drawings.
- E6.4.2 Fabricate work to shape and size with sharp lines, even curves and smooth surfaces. Connections shall be securely welded, bolted or riveted. Bolted and riveted connections are not permitted in exposed areas of the sign. Welds shall be dressed smooth on exposed surfaces. Welds/joins shall not be visible upon completion of painting operations. Rabbits, lugs and brackets shall be provided so that the Work can be assembled in a neat substantial manner. Thickness of metal and design of assembly and support shall give ample strength and stiffness.
- E6.4.3 Exposed ends and edges of metal shall be smooth. Joints exposed to the weather shall be formed to exclude water or to drain.
- E6.4.4 Fit and shop assemble structure as one piece and deliver to the Site. Sign box can be delivered separately for installation on site.
- E6.4.5 Prior to proceeding with shop fabrication, take all necessary field measurements to verify dimensions or calculations from drawings.
- E6.4.6 Fabricate Work in strict accordance with shop drawings, and in general to details, sizes, materials shown on drawings and specified herein.
- E6.4.7 Material intended for use in the various assemblies shall be straight, clean, sharply defined profiles, assembled in such a way that no disfigurements will show in the finished work, or impair the strength.
- E6.4.8 All welding shall conform to the requirements of the current CSA Standard W.59 and the fabricator shall be fully approved by the Canadian Welding Bureau, in conformance with the requirements of the current CSA Standard W.47. Welding shall be done by currently licensed welders only and certified to design welds.
- E6.4.9 Manufacturer shall be a member of the Canadian Welding Bureau, or governing body where manufacture is in another country, and certified to design welds
- E6.4.10 Welding splatter and other fabrication burrs where exposed shall be ground or filed smooth and left ready for subsequent operations.
- E6.4.11 Following installation, apply a touch up coat of shop primer and powder paint to match finish to all surfaces where finish has been removed and to installation devices such as bolts, screws, welds and the like. Application of touch up primer and paint must follow approved method of field repair acceptable to Contract Administrator.

E6.5 Quality Control

- E6.5.1 All workmanship and all material furnished and supplied under this Section are subject to close and systematic inspection and testing by the Contract Administrator including all operations from the selection and production of materials through to final acceptance of the Work. The Contractor shall be wholly responsible for the control of all operations, incidental thereto notwithstanding any inspection or approval that may have been previously given. The Contract Administrator reserves the right to reject any materials or Works which are not in accordance with the requirements of this Section.

E6.6 Fabrication

- E6.6.1 Fabrication shall be carried out in accordance with these Specifications and drawings which form a part of this Contract.
- E6.6.2 All joints in structure are to be filled and sanded prior to cleaning for paint preparation.
- E6.6.3 Vinyl graphics to be applied to second surface of Lexan background.
- E6.6.4 The workmanship shall meet established practice in modern shops.
- E6.6.5 If damage occurs during fabrication, the Contract Administrator shall be notified to facilitate the implementation of remedial measures. Remedial repair measures will be subject to the approval of the Contract Administrator. Their cost will be paid by the Contractor.
- E6.6.6 Dimensions and fabrication which control the field matching of parts shall receive careful attention in order to avoid field adjustments.
- E6.6.7 The material shall be clean, free from rust, mill scale, and other foreign matter before being worked in the shop.
- E6.6.8 All portions of the Work shall be neatly finished. Shearing, cutting, chipping and machining shall be done neatly and accurately. Finished members shall be true to line, free from twists, bends, open joints, sharp corners and edges.

E6.7 Painting

- E6.7.1 Clean all metal thoroughly and apply recommended primer.
- E6.7.2 All aluminium to be sanded prior to powder painting.
- E6.7.3 Apply all materials under adequate illumination, spread evenly and flow on smoothly without runs or sags.
- E6.7.4 All coats must be thoroughly dry before applying succeeding coats.
- E6.7.5 All Work where a coat of material has been applied must be inspected and approved by the Contract Administrator before the application of the succeeding specified coat, otherwise no credit for the coat applied will be given, and the Contractor shall then assume the responsibility and recoat the Work in question. Report each coat applied to the Contract Administrator when completed for inspection and approved to comply with the above. Where manufacture is not in Winnipeg, the Contractor is to supply digital photos via email of each step for review and approval prior to proceeding to next step.

E6.8 Installation and Co-ordination with Others

- E6.8.1 The Contractor is advised of the following:
 - (a) The sign to be installed on concrete piles.
 - (b) The Contractor to install the existing power cable from its current termination location to the sign by trenching.
 - (c) The Contractor will notify the Contract Administrator of installation date with a minimum of three (3) working days notice.
 - (d) Any damage to the illuminated sign incurred during manufacture, delivery, and installation, is to be repaired to the satisfaction of the Contract Administrator within three (3) working days of installation.

E7. ELECTRICAL WORKS

E7.1 Description

E7.1.1 General

- (a) This specification will cover the installation of all electrical works required to power the sign.

E7.1.2 Details

- (a) All Work shall be executed in a first class and workmanlike manner. All supports, hangers, and securing devices shall be solid and substantial. All Work shall be laid out neatly in its mechanical appearance. It shall be logically arranged for simplicity of installation and accessibility.
- (b) Provide corrected "as-built" drawings on completion of the project. All underground services shall be indicated on as-builts and dimensioned.

E7.2 Materials

- (a) Furnish all labour, new material, equipment and services for the complete installation of the electrical Work as shown on the plans and specified. Complete system to operate to total satisfaction of the Contract Administrator.
- (b) Conform with all Codes and pay all permits and Fees. Upon completion, present a "Certificate of Approval" for electrical work from the Inspection Department.
- (c) Wiring shall be copper, RW-90, insulated, minimum #12 AWG.
- (d) Provide lockable, weatherproof disconnect switches for each sign. Locate as directed on site.

E7.3 Construction Methods

- (a) Identify circuits/equipment with lamacoid nameplates.
- (b) All electrical apparatus shall be properly grounded according to the latest edition of the "Canadian Electrical Code"
- (c) All equipment, wiring, conduit, grounding, seals, etc., shall be in compliance with the latest edition of the "Canadian Electrical" and local "Codes". Wiring in finished grade shall be in rigid PVC conduits, complete with ground conductor.
- (d) Co-ordinate installation with Manitoba Hydro. Installation to conform with all utility requirements.
- (e) Provide ground rod and grounding connections to suit Manitoba Hydro.
- (f) All distribution equipment to be weather proof and lockable.