



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 210-2012**

**PROVISION OF APPLICATION OF HERBICIDES TO STORMWATER RETENTION  
BASINS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF APPLICATION OF HERBICIDES TO STORMWATER RETENTION BASINS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 27, 2012.

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.

B3.2 The Bidder is advised that there be no entry onto any private property.

B3.3 The Bidder is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his/her Bid or the performance of the Work.

### **B4. ENQUIRIES**

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

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to 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/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her 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/she 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/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

**B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).
- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B7.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204 949-1178
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

**B8. BID**

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

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

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

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

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

- (a) if the Bidder is a sole proprietor carrying on business in his/her 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/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

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

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

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. QUALIFICATION**

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly

registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and

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

B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

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

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

B10.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

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

B11.1 Bids will not be opened publicly.

B11.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>



B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B12. IRREVOCABLE BID**

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

## **B13. WITHDRAWAL OF BIDS**

B13.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B14. EVALUATION OF BIDS**

B14.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6;

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

- B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B14.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B14.4.2 Further to B14.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B14.5 This Contract will be awarded as a whole.
- B15. AWARD OF CONTRACT**
- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B14.
- B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B15.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract Documents, as defined in C1.1(n)(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 Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the supply and application of herbicides to various stormwater retention basins from May 15, 2012 until October 31, 2012, with the option of two (2) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on May 15 of the respective years. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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

- (a) Application of herbicides to existing stone revetments around the stormwater retention basins.
- (b) Application of herbicides to stormwater retention basin water.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

#### D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (b) "**CW**" is referred to within the City of Winnipeg Standard Construction Specification.

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Ms. Susan Lambert, P. Eng.  
Wastewater Support Engineer  
109 – 1199 Pacific Avenue  
Winnipeg, Manitoba, R3E – 3S8  
Telephone No. (204) 986-2304

Facsimile No. (204) 774-6729

D4.2 Bids Submissions must be submitted to the address in B7.7.

D4.3 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/her employ.

D5.2 Before commencement of Work, the Contractor shall identify his/her 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. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract Notices.

#### **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 facsimile number:

The City of Winnipeg  
Chief Financial Officer

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. INSURANCE**

D9.1 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 applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) The Contractor shall provide and maintain Environmental Liability insurance in the amount of at least one million dollars (\$1,000,000.00), with the City of Winnipeg added as an additional insured and such policy to contain a cross-liability clause.
- (d) The certificate of insurance to expressly state operations of the insured covers chemical and herbicide ground applications and provides coverage for chemical and drift misapplication.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 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 seven (7) Calendar Days from notification of the award of Contract.

D9.4 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.

D9.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## **CONTROL OF WORK**

### **D10. COMMENCEMENT**

D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D10.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D8;
  - (ii) evidence of the workers compensation coverage specified in C6.14; and
  - (iii) evidence of the insurance specified in D9.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

## **D11. LIQUIDATED DAMAGES**

- D11.1 If the Contractor fails to achieve the Work of the Contract in accordance with D2 and within the time specified in E3, the Contractor shall pay the City three hundred dollars (\$300.00) per Working Day for each and every Working Day following the day fixed herein until the Work is complete.
- D11.2 The amount specified for liquidated damages in D11.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.
- D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **D12. EQUIPMENT & MATERIALS**

- D12.3 The Contractor shall provide all equipment and materials as required for the completion of this work. The equipment and materials shall be in good working condition and equipped with all the necessary safety features.

## **D13. ACCESS TO SITES**

- D13.3 Access to the site locations shall only be done on public property.
- D13.4 Existing grassed areas disturbed or damaged by accessing the site(s) and application activity shall be restored with sod using imported topsoil in accordance with CW 3510.
- D13.5 Existing paved areas, including but not limited to, sidewalks, streets and boat ramps disturbed or damaged by accessing the site(s) and construction activity shall be restored in accordance with the applicable CW Specifications.
- D13.5.1 Costs associated with restoring disturbed or damaged existing surface areas will not be measured for payment and shall be included with the herbicide application work being done.

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

- D14.1 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).

## **D15. SAFETY**

- D15.1 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.
- D15.2 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.
- D15.3 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;

#### **D16. INSPECTION**

- D16.1 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.
- D16.2 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.

#### **D17. CHEMICAL INSPECTION**

- D17.1 The City or its duly authorized representative reserves the right to sample and test each shipment of chemical as per E2 upon delivery and to reject shipments that do not conform to these specifications.
  - D17.1.1 The Contractor shall remove and replace any and all contaminated material that fails to meet these specifications as per E2 and will be removed by the City and the cost for removal and disposal will be billed to the Contractor.

#### **D18. ENVIRONMENTAL CLEAN UP**

- D18.1 The Contractor is responsible for the immediate cleanup of **any** spillage or leakage of material from a container, including but not limited to, any spillage or leakage which occurs during the transporting of materials, which the City has not caused.
- D18.2 The material must be cleaned up, picked up, moved or otherwise remediated within three (3) hours of becoming aware of the spillage/leakage or a request from the Contract Administrator pursuant to this D18.1, whichever is sooner.
- D18.3 In the event that the Contractor does not comply with D18.1 and D18.2 the Contractor will be considered in default of the Contract and the City may clean up, pick up, move or otherwise remediate the material and all costs in this regard will be charged to the Contractor and deducted from his payment.
- D18.4 Serious and/or repeated defaults of this nature may be grounds for termination of the Contract.

#### **D19. ORDERS**

- D19.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for herbicide application service may be placed.
- D19.2 The Contractor shall make provisions to receive orders by the means identified in D19.1 at all times between 8:30 am and 4:30 pm on any Business Day.

#### **D20. RECORDS**

- D20.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D20.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
  - (a) Stormwater Retention Basin names and locations;
  - (b) Order date(s);



- (c) Service date(s);
- (d) Description and quantity of services provided;
- (e) Weather;
- (f) Wind;
- (g) Herbicides;
- (h) Concentrations;
- (i) Quantities used;
- (j) Surface areas treated (ha, m);
- (k) Hours at each basin;
- (l) Notes and recommendations as applicable;
- (m) Pest Control Products Account No. (off product label);
- (n) Commercial Applicators Licence No.;
- (o) Signed and dated by the Contractor.

D20.3 The Contractor shall provide the Contract Administrator with quarterly reports, as required by the Manitoba Government, of the records and must be submitted within fifteen (15) Calendar Days of the end of each quarter.

## **MEASUREMENT AND PAYMENT**

### **D21. INVOICES**

D21.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed delivered to:

The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: 204 949-0864  
Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)

D21.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of application;
- (c) application location;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D21.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D21.4 Bids Submissions must be submitted to the address in B7.7.

### **D22. PAYMENT**

D22.1 Measurement and payment for the supply and application of surfactants and/or adjuvants, including any changes in herbicide chemical type, within the project limits will be considered extra if required, and will be paid for on a time and materials basis negotiated between the Contract Administrator and the Contractor

D22.2 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D22.3 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D23. WARRANTY**

D23.1 Warranty is as stated in C12.

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
LD-4777	Application of Herbicide to Stormwater Retention Basin Lake 2-4
LD-4778	Application of Herbicide to Stormwater Retention Basin Lake 3-2
LD-4779	Application of Herbicide to Stormwater Retention Basin Lake 3-3
LD-4780	Application of Herbicide to Stormwater Retention Basin Lake 3-4
LD-4781	Application of Herbicide to Stormwater Retention Basin Lake 3-5
LD-4782	Application of Herbicide to Stormwater Retention Basin Lake 3-8
LD-4783	Application of Herbicide to Stormwater Retention Basin Lake 3-9
LD-4784	Application of Herbicide to Stormwater Retention Basin Lake 3-10
LD-4785	Application of Herbicide to Stormwater Retention Basin Lake 3-13
LD-4786	Application of Herbicide to Stormwater Retention Basin Lake 4-2
LD-4787	Application of Herbicide to Stormwater Retention Basin Lake 4-5
LD-4788	Application of Herbicide to Stormwater Retention Basin Lake 4-6
LD-4789	Application of Herbicide to Stormwater Retention Basin Lake 4-10
LD-4790	Application of Herbicide to Stormwater Retention Basin Lake 4-11
LD-4791	Application of Herbicide to Stormwater Retention Basin Lake 4-14
LD-4792	Application of Herbicide to Stormwater Retention Basin Lake 5-5
LD-4793	Application of Herbicide to Stormwater Retention Basin Lake 5-6
LD-4794	Application of Herbicide to Stormwater Retention Basin Lake 5-7
LD-4795	Application of Herbicide to Stormwater Retention Basin Lake 5-8
LD-4796	Application of Herbicide to Stormwater Retention Basin Lake 5-9
LD-4797	Application of Herbicide to Stormwater Retention Basin Lake 5-15
LD-4798	Application of Herbicide to Stormwater Retention Basin Lake 5-16
LD-4799	Application of Herbicide to Stormwater Retention Basin Lake 5-17
LD-4800	Application of Herbicide to Stormwater Retention Basin Lake 5-18
LD-4801	Application of Herbicide to Stormwater Retention Basin Lake 5-19
LD-4802	Application of Herbicide to Stormwater Retention Basin Lake 5-20
LD-4803	Application of Herbicide to Stormwater Retention Basin Lake 5-21
LD-4804	Application of Herbicide to Stormwater Retention Basin Lake 5-22
LD-4805	Application of Herbicide to Stormwater Retention Basin Lake 6-6
LD-4806	Application of Herbicide to Stormwater Retention Basin Lake 6-7
LD-4807	Application of Herbicide to Stormwater Retention Basin Lake 6-8
LD-4808	Application of Herbicide to Stormwater Retention Basin Lake 6-9
LD-4809	Application of Herbicide to Stormwater Retention Basin Lake 6-10
LD-4810	Application of Herbicide to Stormwater Retention Basin Lake 6-11
LD-4811	Application of Herbicide to Stormwater Retention Basin Lake 6-12
LD-4812	Application of Herbicide to Stormwater Retention Basin Lake 6-13
LD-4813	Application of Herbicide to Stormwater Retention Basin Lake 6-15
LD-4814	Application of Herbicide to Stormwater Retention Basin Lake 6-16
LD-4815	Application of Herbicide to Stormwater Retention Basin Lake 6-17
LD-4816	Application of Herbicide to Stormwater Retention Basin Lake 6-18
LD-4817	Application of Herbicide to Stormwater Retention Basin Lake 6-19
LD-4818	Application of Herbicide to Stormwater Retention Basin Lake 6-20
LD-4819	Application of Herbicide to Stormwater Retention Basin Lake 6-22
LD-4820	Application of Herbicide to Stormwater Retention Basin Lake 6-24
LD-4821	Application of Herbicide to Stormwater Retention Basin Lake 6-25
LD-4822	Application of Herbicide to Stormwater Retention Basin Lake 6-29
LD-5587	Application of Herbicide to Stormwater Retention Basin Lake 2-2
LD-5588	Application of Herbicide to Stormwater Retention Basin Lake 5-10

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

## **E2. SERVICES**

E2.1 The Contactor shall supply and apply herbicides to various stormwater retention basins in accordance with the requirements herein specified.

E2.1.1 Item No. 1 – Application of Roundup and/or Killex shall be applied to the revetment stone surfaces around the public shorelines of stormwater retention basins at a mix concentration of 2%.

E2.1.2 Item No. 2 – Application of Reward shall be applied to retention basin water at a rate of 18 litres per hectare

## **E3. LOCATION AND SCHEDULE OF WORK**

E3.1 Work shall be performed on an “as-required” basis, as determined by the Contract Administrator, during the term of the Contract at various sites within the City of Winnipeg.

E3.1.1 Work shall commence within twenty four (24) hours of the request order for herbicide application service from the Contract Administrator or User, except where otherwise agreed to with the Contract Administrator at the time of ordering.

E3.1.2 The Contractor shall promptly report any delay or change to an agreed commencement or completion date to the Contract Administrator.

E3.2 Work shall be performed on Business Days at times determined by the Contract Administrator.

E3.3 The Contractor must be able to have immediate access to fifty percent (50%) of the annual quantities of herbicides identified in Form B: Prices by June 1<sup>st</sup> of each year.

E3.3.1 There will be no additional payment for the Contractor to supply fifty percent (50%) of the herbicide quantity, identified in Form B: Prices, at the beginning of each herbicide season or at any time after.

E3.3.2 There will be no payment made to the Contractor for any unused quantity of herbicides at the end of each herbicide season.

E3.4 The Drawings listed in E1.2 are provided for the convenience of the Bidder only. The City reserves the right to add or delete Sites, within the boundaries of the City, or to alter the type and/or quantity of Work to be performed at any Site as required by changes in its operation during the term of the Contract.

E3.5 The quantities shown in Form B: Prices are estimated annual seasonal quantities for the duration of the Contract until completed as indicated in **Error! Reference source not found..**

E3.6 The Contractor shall notify the City of Winnipeg Police Services' Dive Unit at the beginning of each week as to which retention basins will receive an application of herbicides for that week. The Contractor shall notify Sergeant Rob Riffel (Dive Supervisor) before any herbicides are applied to site(s) by email at [riffel@winnipeg.ca](mailto:riffel@winnipeg.ca). If email is not available, Sergeant Riffel may be reached by phone at (204) 803-3935.

## **E4. APPLICATION METHODS**

E4.1 The Contractor shall supply all herbicide, water and any other incidental materials as required to carry out this Work. Withdrawal of water from the retention basins is not permitted unless approved by the Contract Administrator. The Contractor shall comply with all regulations with respect to chemical transportation and use, including, but not limited Workplace Hazardous Materials Information System (WHMIS) and the Transportation of Dangerous Goods Act. The Contractor shall use safe work practices and care in the use of chemicals. Mixing shall be done

on-site, or at the Contract Administrator's discretion, mixing off-site may be allowed where adequate notice and an opportunity to observe the mixing has been approved.

- E4.2 The Contractor must coordinate his activities closely with the Contract Administrator and must provide a minimum twenty four (24) hours notice prior to any changes to the application schedule of herbicides at required retention basins.
- E4.3 Killex shall be mixed with equal portions of Roundup and applied to weeds that are resistant to Roundup.
- E4.4 Roundup and/or Killex is to be applied only to public park sections of the retention basins, as indicated on the Drawings. Access to private property is strictly prohibited.
- E4.5 The City reserves the right include the addition (and removal) of surfactants and/or adjuvants to the contract if they are approved for use by the Manitoba Conservation Department and are deemed necessary by the Contract Administrator
- E4.6 The City reserves the right, due to provincial regulatory licensing requirements, to remove, add or change herbicide chemical types used under the terms of this Contract to reflect allowable usage under current regulatory requirements.
- E4.7 There shall be no herbicide applications on any private property.

## **E5. PERFORMANCE**

- E5.1 At any particular stormwater retention basin, a minimum of eighty percent (80%) of weeds in the revetment area treated shall be dead within a two (2) week period from the initial application of herbicide, otherwise the Contractor shall re-apply herbicide to the area at no additional cost to the City.
  - E5.1.1 The occurrence of precipitation shall not excuse the Contractor from this requirement.