



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 38-2012

**STORMWATER RETENTION BASIN AND LAND DRAINAGE CHANNEL WATER
LEVEL MONITORING STATIONS INVESTIGATION**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 STORMWATER RETENTION BASIN AND LAND DRAINAGE CHANNEL WATER LEVEL MONITORING STATIONS INVESTIGATION

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 23, 2012.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

- B3.1 Further to C3.1, the Bidder may view the sites without making an appointment. Coordinates of the sites are at the locations specified in E1.2.
- B3.2 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 Proposal or the performance of the Work.

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 Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

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

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. PROPOSAL SUBMISSION

B7.1 The Proposal shall consist of the following components:

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

B7.2 The Proposal should also consist of the following components:

- (a) Technical Proposal (Section C) in accordance with B11;
- (b) Assessment of Communications Options (Section D) in accordance with B12, and
- (c) Project Schedule (Section E) in accordance with B13.

B7.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B7.3.1 Bidders should submit one (1) unbound original (marked "original") and three (3) copies.

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 Request for Proposal, including the General Conditions, will be evaluated in accordance B19.1.

B7.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.

B7.6.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.

B7.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted. Proposals shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. PROPOSAL

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

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

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Proposal 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: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

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 Proposals.
- 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 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. TECHNICAL PROPOSAL (SECTION C)

- B11.1 The Technical Proposal should address the deliverables and associated task requirements identified in the Scope of Work. It should clearly identify and explain work activities and identify all assumptions and interpretations.
- B11.2 The Technical Proposal should describe:
- (a) The Bidders understanding of the Project;

- (b) The Bidders approach and methodology to complete the work;
- (c) Specifications for any innovative products or processes used in developing the optimal water level monitoring station configuration and equipment for each of the sites identified in B3.1;
- (d) Costs to install, power, operate and maintain each specific design configuration using existing/available Manitoba Hydro, solar power, battery configurations or combinations of power sources;
- (e) Examples of similar installations;
- (f) The deliverables of the Project.

B12. ASSESSMENT OF COMMUNICATIONS OPTIONS (SECTION D)

- B12.1 The Assessment of Communication Options should address the deliverables and associated task requirements identified in the Scope of Work.
- B12.2 The Assessment of Communication Options should provide an economic analysis of communication options from the each monitoring station to McPhillips Control Center.
- B12.3 Options to be evaluated include cellular service and radio transmission of data, including equipment required to receive the data.
- B12.4 The Assessment of Communication Options to include all capital, operating and maintenance costs.

B13. PROJECT SCHEDULE (SECTION E)

- B13.1 Bidders should present a carefully considered Work Breakdown Structure using Microsoft Project or similar project management software, complete with resource assignments, durations and milestone dates or events as identified in D10, Critical Stages.

B14. INNOVATION

- B14.1 The Bidder is encouraged to use their creativity in their proposal submission. The Bidder should discuss opportunities to use new products and innovative ideas to improve the execution and/or deliverables of this Project.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B15.1 Proposals will not be opened publicly.
- B15.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.
- B15.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

B16. IRREVOCABLE OFFER

- B16.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

B17.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

- (a) Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- (b) The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- (c) If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
 - (d) retain the Proposal until after the Submission Deadline has elapsed;
 - (e) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (f) if the notice has been given by any one of the persons specified in B17.1(e), declare the Proposal withdrawn.

B17.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B16.2 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.

B18. INTERVIEWS

B18.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B19. NEGOTIATIONS

B19.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B19.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10:

- | | | |
|--|--|--------------|
| | (i) mandatory qualifications | (pass/fail); |
| | (b) Total Bid Price | (40%) |
| | (c) Technical Proposal (Section C) | (35%) |
| | (d) Assessment of Communications Options (Section D) | (20%) |
| | (e) Project Schedule (Section E) | (5%) |
- B20.2 Further to B20.1(a) the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B20.3 Further to B20.1(a), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.
- B20.4 Further to B20.1(b), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- (a) 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.
- (b) Further to B20.1(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.
- B20.5 Further to B20.1(c), the Technical Plan will be evaluated considering the information provided in accordance with B11.
- B20.6 Further to B20.1(d), the Assessment of Communications Options will be evaluated considering the information provided in accordance with B12.
- B20.7 Further to B20.1(e), the Project Schedule will be evaluated considering the information provided in accordance with B13.
- B20.8 This Contract will be awarded as a whole.
- B20.9 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a), the Proposal will be determined to be non-responsive and will not be further evaluated.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- (a) Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (b) the prices exceed the available City funds for the Work;
- (c) the prices are materially in excess of the prices received for similar work in the past;
- (d) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (e) only one Proposal is received; or

- (f) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.
- B21.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.
- B21.4 Notwithstanding C4 and Paragraph 6 of Form A: Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B21.4.1 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
- C0.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

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 site investigations, evaluations and reports for the provision of site specific recommendations for water level monitoring stations at several stormwater retention basins and land drainage channel sites.

D2.2 The investigations and evaluations will identify the optimal water level monitoring station configuration and equipment for each of the sites and will evaluate power supply alternatives, communication and data transmission costs and alternatives, along with installation, operating and maintenance costs and alternatives.

D2.3 A preliminary presentation review will be required for Water and Waste Department staff before the final report will be accepted.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:
Chris Trupish, C.E.T.
Land Drainage Project Coordinator
Telephone No. (204) 986-6560

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

D4. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D4.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D4.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

D4.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

D5. NOTICES

D5.1 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

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; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;

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

D8.4 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.

SCHEDULE OF WORK

D9. COMMENCEMENT

D9.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D9.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
- (b) evidence of authority to carry on business specified in D6;
- (c) evidence of the workers compensation coverage specified in C6.14;
- (d) the Safe Work Plan specified in D7;

- (e) evidence of the insurance specified in D8;
- (f) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9.3 The City intends to award this Contract by April 16, 2012

D10. CRITICAL STAGES

D10.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Technical Proposal Draft Report Presentation June 8, 2012 to Water and Waste Department;
- (b) Evaluation of Communication Options Draft Report Presentation June 8, 2012 to Water and Waste Department;
- (c) Final Technical Proposal and Evaluation of Communications Options Report to be submitted to Water and Waste Department June 25, 2012.

D11. LIQUIDATED DAMAGES

D11.1 If the Contractor fails to achieve Critical Stages in accordance with the Contract by the day fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

- (a) Two Hundred Dollars (\$200).

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 critical stages by the day fixed herein for same.

D11.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

MEASUREMENT AND PAYMENT

D12. INVOICES

D12.1 Further to C11, the Contractor shall submit an invoice 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

D12.2 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.

D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D12.4 Bids Submissions must be submitted to the address in B7.7

D13. PAYMENT

D13.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D14. PAYMENT SCHEDULE

D14.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The Work to be done under the Contract shall consist of site investigations and evaluations to provide site specific recommendations for water level monitoring stations at the stormwater retention basins and land drainage channel sites at the following coordinates:

- (a) SRB 4-5
 - (i) X/Y 642137.62, 5530607.06 Lat/Long 49.910934° N 97.020284°W
- (b) SRB 4-6
 - (i) X/Y 640769.52, 5529405.99 Lat/Long 49.907038° N 97.029542°W
- (c) Transcona Deep Pond SRB 4-7
 - (i) X/Y 640769.52, 5529405.99 Lat/Long 49.900462° N 97.039765°W
- (d) St. Boniface Industrial Park SRB 5-1
 - (i) X/Y 640292.68, 5527208.75 Lat/Long 49.880823°N, 97.047198°W
- (e) SRB 5-21
 - (i) X/Y 640503.77, 5523919.11 Lat/Long 49.851203°N, 97.045456°W
- (f) Lot 16 Drain at Brady Road Bridge
 - (i) X/Y 628130.94, 5517923.62 Lat/Long 49.800077°N, 97.219462°W
- (g) Lot 16 Drain Upstream of SRB 6-14
 - (i) X/Y 629977.17, 5519432.87 Lat/Long 49.813248°N, 97.193314°W
- (h) Lot 16 Drain Downstream of SRB 6-14
 - (i) X/Y 630034.76, 5519286.93 Lat/Long 49.811924°N, 97.192563°W
- (i) Lot 16 Drain at SRB 6-36 Outlet Piping
 - (i) X/Y 630969.99, 5519408.01 Lat/Long 49.812809°N, 97.17953°W
- (j) Lot 16 Drain at SRB 6-6 Discharge Channel
 - (i) X/Y 631800.28, 5519971.46 Lat/Long 49.817692°N, 97.167804°W
- (k) Lot 16 Drain Outlet Structure
 - (i) X/Y 632530.84, 5520392.52 Lat/Long 49.821316°N, 97.15751°W
- (l) SRB 6-6
 - (i) X/Y 631847.93, 5519521.71 Lat/Long 49.813639°N, 97.167294°W
- (m) SRB 6-7
 - (i) X/Y 631929.44, 5519282.64 Lat/Long 49.811472°N, 97.166243°W
- (n) SRB 6-10
 - (i) X/Y 632855.5, 5515951.41 Lat/Long 49.78132°N, 97.154517°W
- (o) SRB 6-23
 - (i) X/Y 627963.48, 5522053.68 Lat/Long 49.837242°N, 97.220426°W
- (p) SRB 6-29
 - (i) X/Y 631957.06, 5517489.89 Lat/Long 49.795349°N, 97.166469°W
- (q) SRB 6-36
 - (i) X/Y 631000.27, 5518978.16 Lat/Long 49.808938°N, 97.179254°W

- E1.3 The recommended monitoring stations configurations will be installed and operated as funding becomes available.