



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 647-2005

**SUPPLY AND DELIVERY OF CONTROL GATES
FOR HAWTHORNE FLOOD PUMP STATION**

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 SUPPLY AND DELIVERY OF CONTROL GATES FOR HAWTHORNE FLOOD PUMP STATION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 8, 2005.

B2.2 Bid Submissions 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. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 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.

B3.3 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.

B3.4 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.

B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

B4.1 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.

B4.2 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.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Bid.

B4.3 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.

B5. SUBSTITUTES

- B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B5.4 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 material, equipment, method or product 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.
- B5.5 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.
- B5.6 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.
- B5.6.1 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.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall 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 B13.
- B5.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B6. BID SUBMISSION

- B6.1 The Bid Submission consists of the following components:

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

B6.2 All components of the Bid Submission 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 in ink, to constitute a responsive Bid.

B6.3 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B6.4 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 Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B6.4.1 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.

B6.5 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178

B6.5.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B6.6 Bid Submissions submitted by internet electronic mail (e-mail) will not be accepted.

B7. BID

B7.1 The Bidder shall complete Form A: Bid, making all required entries.

B7.2 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.

B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 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.

B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;

- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
- (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.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B7.4.2 All signatures shall be original.

B7.5 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 Submission and the Contract, when awarded, shall be both joint and several.

B8. PRICES

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B8.2 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.

B8.3 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. QUALIFICATION

B9.1 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;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:

- (i) are responsible and not suspended, debarred or in default of any obligation 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 Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B9.2 The Bidder shall be prepared to 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.

B9.3 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.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

B10.1 Bid Submissions will not be opened publicly.

B10.2 Within two (2) Business Days 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.3 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B10.4 The Bidder is advised that any information contained in any Bid Submission 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.

B11. IRREVOCABLE BID

B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B11.2 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.

B12. WITHDRAWAL OF BIDS

B12.1 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.

B12.1.1 Notwithstanding GC.7.05(2), 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.

- B12.1.2 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.
- B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
 - (b) open the Bid Submission 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 B12.1.3(b), declare the Bid withdrawn.
- B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 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.

B13. EVALUATION OF BIDS

- B13.1 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 (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
 - (c) Total Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B5.
- B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid 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 Bid, or waive technical requirements if the interests of the City so require.
- B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid Submission or in other information required to be submitted, that he is responsible and qualified.
- B13.4 Further to B13.1(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.
- B13.4.1 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.
- B13.5 This Contract will be awarded as a whole.

B14. AWARD OF CONTRACT

- B14.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B14.2 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.

- B14.2.1 Without limiting the generality of B14.2, 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.
- B14.3 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.
- B14.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in GC.1.01(7), 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

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for the Supply and Delivery of Goods* (Form 21: 88 03) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for the Supply and Delivery of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the supply and delivery of one cast iron slide gate complete with thimble and operator and one flap gate and thimble for the Hawthorne Flood Pump Station.

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is KGS Group represented by:
- Mr. Colin Siepman, P.Eng.
3rd Floor – 865 Waverley Street
Winnipeg, Manitoba, R3T 5P4
- Telephone No. (204) 896-1209
Facsimile No. (204) 896-0754

D5. NOTICES

- D5.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

- D5.2 GC.7.05 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.
- D5.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.
- D5.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
- The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- D5.5 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
Corporate Services Department
Legal Services Division
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. WORKERS COMPENSATION

- D7.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. INSURANCE

- D8.1 The Contractor shall provide and maintain commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, 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 of insurance of the policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) 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 Purchase Order 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:
 - (i) evidence that the Contractor is 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;
 - (ii) evidence of the workers compensation coverage specified in D7;
 - (iii) evidence of the insurance specified in D8;
 - (b) 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 within seven (7) calendar days of the Submission Deadline.

D10. SUBSTANTIAL PERFORMANCE

- D10.1 The Contractor shall achieve Substantial Performance by February 21, 2006 for the delivery of thimbles and by March 24, 2006 for the delivery of gates and all remaining components.
- D10.2 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.
- D10.3 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.

D11. TOTAL PERFORMANCE

- D11.1 The Contractor shall achieve Total Performance for the accepted inspection of the installation by May 30, 2006.
- D11.2 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.

- D11.3 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.

D12. LIQUIDATED DAMAGES

- D12.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City Five Hundred dollars (\$500) per Calendar Day for each and every Calendar Day (up to a maximum of 20 days) following the day fixed herein for Substantial Performance during which such failure continues.
- D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

MEASUREMENT AND PAYMENT

D13. PAYMENT SCHEDULE

- D13.1 Further to GC.9.01 and GC.9.03, 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. GENERAL

E1.1 These Specifications shall apply to the Work.

E1.2 The following Drawings are applicable to the Work:

Drawing No.	Drawing Name / Title
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M1a	Site Plan
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M2a	FPS – Section
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E2. GOODS

E2.1 The Contractor shall supply and deliver one cast iron slide gate complete with thimble and operator and one flap gate and thimble in accordance with these specifications.

E3. DELIVERY

E3.1 Goods shall be stored by the Contractor until requested by the Contract Administrator.

E3.2 Goods shall be delivered to Hawthorne Flood Pump Station in accordance with D10 and D11. Goods shall be delivered f.o.b. destination, freight prepaid.

E4. SHOP DRAWINGS

E4.1 Description

(a) This Specification shall revise, amend and supplement the requirements of CW 1100.

(i) The term 'shop drawings' means drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data, including site erection drawings which are to be provided by the Contractor to illustrate details of a portion of the Work.

(ii) The Contractor shall submit specified shop drawings to the Contract Administrator for review. All submissions must be in metric units. Where data is in imperial units, the correct metric equivalent shall also be shown on all submissions for Engineering review.

(b) Shop Drawings

(i) Original drawings are to be prepared by Contractor, Subcontractor, Supplier, Distributor, or Manufacturer, which illustrate appropriate portion of Work; showing fabrication, layout, setting or erection details as specified in appropriate sections.

(c) Contractor's Responsibilities

(i) Review shop drawings, product data and samples prior to submission and stamp and sign drawings indicating conformance to the Contract requirements.

(ii) Verify:

(a) Catalogue numbers and similar data

(iii) Coordinate each submission with requirements of Work and Contract Documents. Individual shop drawings will not be reviewed until all related drawings are available.

- (iv) Notify Contract Administrator, in writing at time of submission, of deviations from requirements of Contract Documents.
 - (v) Responsibility for deviations in submission from requirements of Contract Documents is not relieved by Contract Administrator's review of submission, unless Contract Administrator gives written acceptance of specified deviations.
 - (vi) Responsibility for errors and omissions in submission is not relieved by Contract Administrator's review of submittals.
 - (vii) The Contractor shall make any corrections required by the Contract Administrator and shall resubmit the required number of corrected copies of Shop Drawings. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections requested by the Contract Administrator on previous submission.
 - (viii) After Contract Administrator's review and return of copies, distribute copies to subtrades as appropriate.
 - (ix) Maintain one (1) complete set of reviewed shop drawings, filed by Specification Section Number, at the site of the Work for use and reference of the Contract Administrator and Subcontractors.
- (d) Submission Requirements
- (i) Schedule submissions at least 14 Calendar Days before dates reviewed submissions will be needed, and allow for a 14 Calendar Day period for review by the Contract Administrator of each individual submission and re-submission, unless noted otherwise in the Contract Documents.
 - (ii) Submit five (5) paper prints of shop drawings. The Contractor is advised that the Contract Administrator will retain three (3) copies of all submittals and return two (2) copies to the Contractor.
 - (iii) Accompany submissions with transmittal letter, containing:
 - (a) Date
 - (b) Project title and Bid Opportunity number
 - (c) Contractor's name and address
 - (d) Number of each shop drawing, product data and sample submitted
 - (e) Specification Section, Title, Number and Clause
 - (f) Drawing Number and Detail/Section Number
 - (g) Other pertinent data
 - (iv) Submissions shall include:
 - (a) Date and revision dates.
 - (b) Project title and Bid Opportunity number.
 - (c) Name of:
 - (a) Contractor
 - (b) Subcontractor
 - (c) Supplier
 - (d) Manufacturer
 - (e) Separate detailer when pertinent
 - (d) Identification of product of material.
 - (e) Relation to adjacent structure or materials.
 - (f) Field dimensions, clearly identified as such.
 - (g) Specification section name, number and clause number or drawing number and detail/section number.
 - (h) Applicable standards, such as CSA or CGSB numbers.
 - (i) Contractor's stamp, initialled or signed, certifying review of submission, verification of field measurements and compliance with Contract Documents.

(e) Other Considerations

- (i) Fabrication, erection, installation or commissioning may require modifications to equipment or systems to conform to the design intent. Revise pertinent shop drawings and resubmit.
- (ii) Material and equipment delivered to the site of the Works will not be paid for at least until pertinent shop drawings have been submitted and reviewed.
- (iii) Incomplete shop drawing information will be considered as stipulated deductions for the purposes of progress payment certificates.
- (iv) No delay or cost claims will be allowed that arise because of delays in submissions, re-submissions and review of shop drawings.

E5. CAST IRON SLIDE GATES

E5.1 Description

(a) General

- (i) This Specification shall cover the supply, and delivery of cast iron slide gates, wall thimbles, mechanical lift operator, stems, wall brackets and accessories.

(b) General Design:

- (i) Specification Standard: AWWA C560-00
- (ii) Type: Rising stem with stop nut, flange back with standard bottom closure.
- (iii) Mounting: Type F wall thimble
- (iv) Seating Head: Maximum design seating head (5.634 m) for all slide gates will be from centreline of the gate (El. 224.646 m) to the top of the gate chamber (El. 230.28 m) unless noted otherwise on the Drawings.
- (v) Operator and Lift: Enclosed gear lift with pedestal. Operator to be finished with a 50 millimetre x 50 millimetre square nut suitable for attachment of an electric portable drill for opening. Operator shall turn counter clock wise to open.
- (vi) Stem Cover: Gear lift to be complete with stem cover with acrylic window with gradations in suitable increments for the entire range of gate operation.
- (vii) Stem Guides: Adjustable in both the horizontal and vertical directions.
- (viii) Gate Size: 1372 mm x 1372 mm
- (ix) Acceptable leakage as per AWWA C560-00
- (x) Mastic shall be used to form a seal between the frame and thimble
- (xi) Frame and gate shall be painted with two coats of international paints – Intergard FP, or Amerlock 400 Epoxy Coating, 125-150 um per coat dry film thickness or two coats Coal Tar Epoxy – 16 mils thickness, surface preparation to SSPC-SP10.
- (xii) The size and quantity of fasteners shall be as recommended by the manufacturer.
- (xiii) The sluice gate shall be as manufactured by Armtec, Rodney Hunt, Waterman, Hydro Gate or approved equal.

E5.2 Materials

- (a) Frame, Slide, guides and yoke ASTM A48 Cast Iron (Class 30) or ASTM A126 Cast Iron (Class B)
- (b) Seating Faces ASTM B21 Naval Bronze, Alloy 482
- (c) Wall Thimble ASTM A48 Cast Iron (Class 30) or ASTM A126 Cast Iron (Class B)
- (d) Wedges ASTM B564 Manganese Bronze, Alloy 865
- (e) Wedge Blocks ASTM A48 Cast Iron (Class 30) or ASTM A126 Cast Iron (Class B)
- (f) Fasteners & Anchors ASTM A276 Type 304 Stainless Steel
- (g) Stem ASTM A276 Type 304 Stainless Steel
- (h) Stem Couplings ASTM A276 Type 304 Stainless Steel
- (i) Stem Guide ASTM A48 Cast iron (Class 30) or ASTM A126 Cast Iron (Class B) with Bronze bushings
- (j) Operator Pedestal ASTM A48 Cast Iron (Class 30) or ASTM A126 Cast Iron (Class B) or Steel
- (k) Stem cover Aluminium or galvanized steel
- (l) Shop Drawings
 - (i) Submit shop drawings of cast iron sluice gates, wall thimbles, mechanical lift operator, stems, wall brackets and accessories in accordance with E4 of this specification.
- (m) Operating and Maintenance Manuals
 - (i) Provide five (5) copies of all the manufacturer's brochures and technical literature detailing correct installation procedure and recommended operating and maintenance instructions. Manuals shall be bound with the project title and gate description identified on the front cover. One set of manuals shall be provided for each size of gate. Final payment for sluice gates will not be made until the above information has been provided to the Contract Administrator.
- (n) Delivery and Shipping
 - (i) The Contract Administrator will examine the sluice gate assemblies, thimbles, frames, stems, operators and accessories upon delivery and will reject any equipment that is found to be damaged to the extent that, in the Contract Administrator's opinion, it cannot be put to the use for which it was intended. The Contractor shall arrange with the gate supplier to repair any superficially damaged equipment to the satisfaction of the Contract Administrator.
 - (ii) It shall be the responsibility of the Contractor to negotiate any claims for damage with the carrier and to make arrangements to have any rejected equipment replaced as soon as possible at no extra expense to the City.

E5.3 Construction Methods

- (a) Installation
 - (i) Make arrangements to have a qualified field representative of the sluice gate supplier/manufacturer inspect the installation during and after completion and provide a Certificate of Satisfactory Installation to the Contract Administrator.
- (b) Shop Testing
 - (i) The fully assembled gate shall be shop inspected, adjusted and tested for operation and leakage at the design head before shipping.

- (ii) Provide the following information to the Contract Administrator prior to delivery of sluice gate and operator assemblies:
 - (a) A certified copy of the Chemical and Physical Analysis on all materials used in the manufacture of the sluice gate, wall thimble, stems, operator and accessories or certification that the materials used are in strict accordance with this specification.
 - (b) Copies of the test reports for Performance and Leakage tests. Included on the report shall be the signature of the official who is responsible for the gate assembly and testing.
- (c) Field Testing
 - (i) Arrange for a qualified field representative of the sluice gate supplier/manufacturer to be present during field testing.

E6. CAST IRON FLAP GATES

E6.1 Description

- (a) General
 - (i) This Specification shall cover the supply, and delivery of cast iron flap gates and wall thimbles.
- (b) General Design:
 - (i) Type: Flange Back for mounting on a wall thimble.
 - (ii) Mounting: Type F wall thimble, cast iron
 - (iii) Seating Head: Maximum design seating head (5.305 m) for all flap gates will be from centreline of the gate (El. 224.975 m) to the top of the gate chamber (El. 230.28 m) unless noted otherwise on the Drawings.
 - (iv) Cover: One piece cast iron with lifting eye for manual operation
 - (v) Seat: One piece cast iron raised surface and inclined to assure positive closure.
 - (vi) Links: Complete with grease nipples at pivot points and adjusting screws to align seating faces.
 - (vii) Pivot Lugs: One piece cast iron adjustable in the horizontal plane without removal of cover, complete with grease nipples.
 - (viii) Gate Size: 1829 mm diameter
 - (ix) Acceptable leakage 1.24 litres permetre perimeter of seated perimeter.
 - (x) Frame and cover shall be painted with two coats of International Paints – Intergard FP, or Amerlock 400 Epoxy Coating, 125-150 um per coat dry film thickness or coal Tar Epoxy – 16 mils thickness. Surface preparation to SSPC-SP10.
 - (xi) The flap gate shall be as manufactured by Armtec, Waterman, Rodney Hunt, Hydro Gate or approved equal.

E6.2 Materials

- (a) Cast Iron pieces: ASTM A48 Cast Iron (Class 30) or ASTM A126 Cast Iron (Class B)
- (b) Seating Faces: ASTM B21 Bronze, Alloy 482
- (c) Links: Cast iron or high tensile Bronze B584 – C865
- (d) Bushings: Bronze B21, Alloy 482
- (e) Hinge Pins: ASTM A276, Type 304 stainless steel or silicon Bronze B98-CA655
- (f) Fasteners: ASTM A276, Type 304 stainless steel
- (g) Grease Nipples: Stainless steel

- (h) Shop Drawings
 - (i) Submit shop drawings of cast iron flap gates and wall thimbles in accordance with E4 of this specification.
- (i) Operating and Maintenance Manuals
 - (i) Provide five (5) copies of all the manufacturer's brochures and technical literature detailing correct installation procedure and recommended operating and maintenance instructions. Manuals shall be bound with the project title and gate description identified on the front cover. One set of manuals shall be provided for each size of gate. Final payment for flap gates will not be made until the above information has been provided to the Contract Administrator.

E6.3 Construction Methods

- (a) Installation
 - (i) Make arrangements to have a qualified field representative of the flap gate supplier/manufacturer inspect the installation during and after completion and provide a Certificate of Satisfactory Installation to the Contract Administrator
- (b) Delivery and Shipping
 - (i) The Contract Administrator will examine the flap gate assemblies and wall thimbles upon delivery and will reject any equipment that is found to be damaged to the extent that, in the Contract Administrator's opinion, it cannot be put to the use for which it was intended. The Contractor shall arrange with the gate supplier to repair any superficially damaged equipment to the satisfaction of the Contract Administrator.
 - (ii) It shall be the responsibility of the Contractor to negotiate any claims for damage with the carrier and to make arrangements to have any rejected equipment replaced as soon as possible at no extra expense to the City.
- (c) Shop Testing
 - (i) The fully assembled gate shall be shop inspected, adjusted and tested for operation and leakage at the design head before shipping.
 - (ii) Provide the following information to the Contract Administrator prior to delivery of flap gate and wall thimble:
 - (a) A certified copy of the Chemical and Physical Analysis on all materials used in the manufacture of the flap gate and wall thimble or certification that the materials used are in strict accordance with this specification.
 - (b) Copies of the test reports for Performance and Leakage tests. Included on the report shall be the signature of the official who is responsible for the gate assembly and testing.
- (d) Field Testing
 - (i) Arrange for a qualified field representative of the flap gate supplier/manufacturer to be present during field testing.