



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 769-2007

**IRRIGATION SYSTEM AND PUMP INSTALLATION (CITY OF WINNIPEG TREE
NURSERY)**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 IRRIGATION SYSTEM AND PUMP INSTALLATION (CITY OF WINNIPEG TREE NURSERY)

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 1, 2007.

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 the Site is to be viewed in order to become familiar with the existing riverbank terrain, trees, and obstacles for Site access.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

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

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.2.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.

B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.

B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID COMPONENTS

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices;
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 The Bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.4.1 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.
- B7.5 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B7.7 Bids submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Bids shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 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.

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

B8.4.2 All signatures shall be original.

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

B9. PRICES

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

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.

B10. QUALIFICATION

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

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

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

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

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

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

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

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bids will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.

B11.1.1 Bidders or their representatives may attend.

B11.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site 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 Branch internet site 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 Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 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 Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

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

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

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

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

B14.4 Further to B14.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices adjusted, if necessary, as follows:

- (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the Total Bid Price; or
- (b) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder exceeds the budgetary provision for the Work, the Total Bid Prices of all responsive Bids submitted by responsible and qualified Bidders will be adjusted by progressively deducting item(s) 11 Sprinkler Watering Package and item 10 Hand Watering Equipment Package in the order listed, until a Total Bid Price within the budgetary provision is achieved.

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.

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 Subject to B15.2, 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.

B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B15.4 Notwithstanding C4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

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

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the supply and installation of a river pump irrigation system including electrical service.

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

- (a) Supply and installation of electrical service for a river irrigation pump
- (b) Supply and installation of a river pump
- (c) Supply and installation of underground irrigation lines, including valves, and hydrants
- (d) Supply only of miscellaneous watering equipment.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is Ken Rech Landscape Architects Inc, represented by:

Ken Rech
Landscape Architect
1480 Wellington Crescent, Winnipeg, Manitoba, R3N 0B3
Telephone No. (204) 489-6616
Facsimile No. (204) 489-6852

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

D4. CONTRACTOR'S SUPERVISOR

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

D5. NOTICES

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

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

D5.3 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Attn: Chief Administrative Officer

Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

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

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

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D7. INSURANCE

- D7.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- D7.2 Deductibles shall be borne by the Contractor.
- D7.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.
- D7.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D8. PERFORMANCE SECURITY

- D8.1 If the Contract Price exceeds one hundred thousand dollars (\$100,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D8.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D8.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

SCHEDULE OF WORK

D9. COMMENCEMENT

D9.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

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 of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) evidence of the insurance specified in D7;
 - (iv) the performance security specified in D8;
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D9.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

D9.3 The City intends to award this Contract by November 12, 2007

D9.3.1 If the actual date of award is later than the intended date, the dates specified for Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D10. SUBSTANTIAL PERFORMANCE

D10.1 The Contractor shall achieve Substantial Performance within fifteen (15) consecutive Working Days of the commencement of the Work as specified in D9.

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 re-inspected.

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 within twenty (20) consecutive Working Days of the commencement of the Work as specified in D9.

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 re-inspected.

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 Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City five dollars (\$500.00) per Working Day for each and every Working Day following the day fixed herein for Total 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 damages in the event that the Contractor does not achieve Total 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.

CONTROL OF WORK

D13. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D13.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

MEASUREMENT AND PAYMENT

D14. PAYMENT

D14.1 Further to C12, effective January 1, 2007 the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

FORM H1: PERFORMANCE BOND
(See D8)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

_____ dollars (\$_____)

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

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

_____ day of _____, 20____, for:

BID OPPORTUNITY NO. 769-2007

IRRIGATION SYSTEM AND PUMP INSTALLATION (CITY OF WINNIPEG TREE NURSERY)

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D8)

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 769-2007

IRRIGATION SYSTEM AND PUMP INSTALLATION (CITY OF WINNIPEG TREE NURSERY)

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* 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>.
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
CW 3530-R3	Manual Irrigation System
CW 3310-R11	Portland Cement Concrete Pavement Works

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
L-1	Irrigation Plan and Electrical

E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, the Bidder is advised there are not soil logs, however extensive road excavations have recently taken place and the main Work area is free of any stones, boulders, or buried debris.
- E2.2 The Contractor shall investigate the existing riverbank area to determine the extent of tree roots and tree stumps which may interfere with the hydro-boring or excavating operations.

E3. PERMITS

- E3.1 The Contractor is responsible to apply and pay for all permits.

E4. SITE ACCESS AND CNR RAIL LINE PROTECTION

- E4.1 The Site is located at 4027 Pembina Highway (PTH 75 South) approximately .35 kilometres south of Perreault Avenue, on the west side of Pembina Highway, immediately north of the west floodway dyke. The Contractor shall access the Site by the existing road approach located approximately in the middle of the Site connecting to Highway 75 South.
- E4.2 The Contractor is made aware they must keep all equipment and materials clear of the CNR right of way, and must not stockpile materials that will block the visibility of trains. The CNR crossing is not to be compromised in any way, and any damage to this crossing must be reported to the CNR and the Contract Administrator immediately.
- E4.3 The Contractor is further made aware the City of Winnipeg will have other Contractor's working on this Site and all Work must be co-ordinated with the other City Contractors.

E5. CO-ORDINATION WITH OTHERS

- E5.1 The Contractor is made aware the City has already awarded three Contracts. The Contracts are as indicated below:
- (i) Building Construction Contract: SBS Projects Inc. has been awarded the construction of two buildings as well as the preparation of the rough grades around the buildings. This Work will be in progress during the full time of the fence construction Contract and is located away from the fence Contractor's Work area.
 - (ii) Granular Roadway Contract: this Work has been awarded to Outdoor Solutions and will involve the supply and installation of gravel roadways and replacement of the existing road approach. This Contractor will be installing the wood post for the main electrical service to be mounted on. The wood post should be installed by November 1, 2007.
 - (iii) Fencing Contract: this Work has been awarded to Wallace and Wallace fencing and the Contractor will be installing a perimeter Site security fence. The irrigation Contractor will have to install the 75 water service line underneath this fence in the main tree nursery area at one point. The fencing Contractor will be also be installing the chain link fence around the irrigation pump location as shown on drawing on drawing detail 2-L1.

E6. LIMIT OF WORK AND PROTECTION OF THE SITE

- E6.1 The Contractor is to limit their Work to the immediate area where the underground electrical wiring and irrigation pipe will be installed, particularly in the natural riverbank location, where damage to the existing flora and fauna or be kept to a minimum. Prior to construction commencing, the Contractor shall obtain the Contract Administrator's approval of all access routes required over non roadway areas.
- E6.2 The Contractor shall protect all survey monuments and ensure the fencing is installed fully within the owner's property to the setbacks indicated on the drawings.

E7. LAYOUT OF WORK

- E7.1 The Contract Administrator will assist the Contractor in laying out the location of all Type "B" hydrants, as they are to line up with future tree planting rows.
- E7.2 All irrigation lines located near the roads are to be located 2 metres from the edge of the road, so they can be located in the future. The City intends to add addition valves on the irrigation lines in the future.
- E7.3 All Type "B" hydrants are to be located three (3) metres from the gravel roadways, and one (1) metre from the underground irrigation lines.

E8. 2007 CONSTRUCTION SEASON

- E8.1 The City of Winnipeg would like as much of this Work to be installed this year, subject to climatic conditions. The Contractor is expected to work up to and through four (4) inches of frost, or twelve (12) inches of snow. In the case of snow, it is expected that the snow will be removed by the Contractor prior to trenching or plowing.
- E8.2 The Contractor must use large enough equipment to break through four (4) inches of frost. Should the frost or snow create traction problems for the trenching or boring equipment, the Contract Administrator will have the right to terminate the Work for the 2007 construction season.

E9. CONCRETE PAD

- E9.1 This specification shall amend and supplement City Specification CW 3310-R11 and cover the operations relating to the supply and installation of one small concrete pad to mount the irrigation pump on.
- E9.2 Work under this section is the supply and installation of granular base, concrete forming, reinforcing steel and concrete.
- E9.3 The Contractor shall install the concrete pad in the centre of the chain link compound with the top of the concrete 100 mm above the existing grade. The top of the concrete is to be installed level and to details 2, 3 L1.
- E9.4 Measurement and Payment for the concrete pad is to be included Unit Price Items No. 2 "Concrete Pump Pad. The payment will be based on a lump sum basis. The payment shall include all costs for excavation, materials, installation of the concrete.
- E9.5 The cost for the concrete pad is to be indicated in Unit Price Item No: 2 Concrete Pump Pad.

E10. ELECTRICAL

- E10.1 This specification covering the General Conditions of the Contract, General Specifications, and all associated sections from an integral part of this specification and shall be read in conjunction herewith.
- E10.2 Provide all materials, labour, plant and equipment required for a complete and working installation as herein specified and as shown on the drawings.
- E10.3 The electrical installation shall be in accordance with the current edition of the Canadian Electrical Code, Provincial and Municipal codes and regulations.
- E10.4 Obtain all permits, approvals and pay all related fees required for this installation.
- E10.5 All equipment supplied under this Contract shall be new and be C.S.A. approved and/or cUL approved.
- E10.6 Examine drawing L1 to ensure that the Work under this Contract can be satisfactorily carried out. Report any discrepancies to the Contract Administrator prior to submission of Bids in accordance with B4.
- E10.7 The entire installation shall be grounded in accordance with the Canadian Electrical Code.
- E10.8 Install equipment, conduit and cables in a workmanlike manner to present a neat appearance to the satisfaction of the Contract Administrator Install equipment and apparatus requiring maintenance, adjustment or eventual replacement with adequate clearances and accessibility for same.
- E10.9 All new underground wiring between the electrical supply and the water pump location is to be installed by hydro-boring below the existing trees to prevent damage to the trees. Run the line in a location to minimize interference with the tree roots. Ensure the line burial meets local electrical codes and take into account areas subject to future river water erosion. Where future erosion may be an issue deepen burial depth.
- E10.10 Install all equipment and wiring shown in drawing details 2 and 3 sheet L1. Electrical Subcontractor shall also install wood post in pump compound. All metal cabinets are to be rustproof and vandalproof with a locking mechanism suitable for padlocking.
- E10.11 Main power distribution panel shall be:
- (a) Short circuit rating 42kA fro 600 volt equipment.

- (b) Enclosure CSA 3 type, post mount, dead front, size to suit equipment, 3 point lock, provision for padlocking.
- (c) Barrier incoming section from adjoining sections.
- (d) Distribution section as per single line.
- (e) 575 volt / 110 volt transformer with 110 volt duplex receptacle
- (f) Components and internal power supplies where as shown on the drawings.
- (g) 12 Gauge minimum steel construction.
- (h) Two coast of UV resistant urethane paint finish. Colour to ANSI 61 Grey.
- (i) Hinged and or bolt on inner access panels where required.
- (j) Copper ground bus extending full width of cubicles and located at bottom.
- (k) All exterior doors shall be double flanged "Weatherloc" construction.
- (l) All exterior doors to be secured to CSA Enclosure 3R requirements using 3-point handle operated cams and latches. Use of additional clamps and latches to meet CSA Enclosure 3R will not be permitted.
- (m) Provide vandalproof see through opening for reading meter.
- (n) Standard of acceptance shall be J.R. Stephenson.

- E10.12 Provide accessory cabinets for pump timer and water pump area junction box. Materials and finishes to match power distribution specifications. All boxes to be lockable with a padlock.
- E10.13 All electrical cabinets to be mounted 1500 mm above existing grade to reduce risk of flooding. Ensure hydro meter is mounted at the ground side of the cabinet for easy reading.
- E10.14 Timer for pump relay shall be Hunter PC-300, 110 volt input, 24 volt pump start output. Local representative is Eljay Irrigation tel: 694-9442.
- E10.15 Pump motor shall be custom installed WEG three phase induction motor, Model JM005502W by irrigation pump supplier.
- E10.16 Water pump electrical cord is to be plug in type as specified on the drawings for easy removal by the client. Clip electrical cord to the wood post at two points.
- E10.17 Measurement and Payment for the electrical Work is to be included Unit Price Items No. 1 "Hydro Service to Pump Compound including 125 metres of hydro-boring". The payment will be based on a lump sum basis. The payment shall include all costs for: permits, distribution and junction boxes, electrical equipment, timers and controls, hydro-boring, underground wiring and the water compound wood post, and as shown on drawing details 2, 3, L4. The electric pump motor is to be included in Unit Price Item No: 3, Water Pump and Electric Motor.

E11. IRRIGATION

- E11.1 This specification shall supplement CW .3530 R3 Manual Irrigation System.
- E11.2 Provide all materials, labour, plant and equipment required for a complete and working installation as herein specified and as shown on the drawings.
- E11.3 All equipment supplied under this Contract shall be new and be C.S.A. approved.
- E11.4 Examine drawing L1 to ensure that the Work under this Contract can be satisfactorily carried out. Report any discrepancies to the Contract Administrator prior to submission of Bids in Accordance with B4.
- E11.5 Pipe sleeving under the roadway is not part of this Contract and will be installed by others prior to the irrigation Work commencing.

- E11.6 All new irrigation lines must be installed 450 mm below existing grade to prevent damage to the line by the tree nursery vehicles. The lines may be installed by trenching or plowing. It is the intent of the City to have this Work completed in the 2007 construction season, weather permitting, see section E8.
- E11.7 The irrigation equipment has been broken down into individual groups or packages of components for pricing and each package shall include all the necessary miscellaneous fittings and equipment required for that package to function properly.
- E11.8 Water intake suction package shall include:
- (a) Screen and Slide with Foot Valve: Sure Flo, 75 mm, Model PLS3/SFVV3FP
 - (b) Aluminum Cam Lock (mpt x female cam): Bayco, 75 mm, Model 300-B-AL.
 - (c) Rubber Suction Hose: Generic, 75 mm by 15 metre, rubber hose/aluminum cam lock
 - (d) Aluminum Cam Lock (fpt x male cam): Bayco, 75 mm, Model 300-A-AL
 - (e) Eccentric Suction Adapter: Generic, 75 mm X 62 mm, 300X250-ECC
 - (f) Measurement and Payment for the water intake suction package is to be included Unit Price Items No. 4 "Water Intake Suction Package". The payment will be based on a lump sum basis. The payment shall include all costs for: specified equipment, miscellaneous equipment, and connecting all the various components together to the pump.
- E11.9 Water pump and electric motor package shall include:
- (a) Water Pump: Monarch, 5 HP self priming pump, Model NSPH-5-LP.
 - (b) Electric Motor: WEG, 5 HP-575 volts -5 amp, three phase induction motor, Model JM005502W. Note: this is a custom motor which is not normally supplied on the specified pump.
 - (c) Measurement and Payment for the water pump and motor package is to be included Unit Price Items No. 3 "Water Pump and Motor". The payment will be based on a lump sum basis. The payment shall include all costs for: specified water pump, electric motor, and cord, and connecting all the various components together.
- E11.10 The water discharge package shall include all fittings on the discharge side of the water pump adjacent to the water pump:
- (a) Gate Valve: BII Fast, 75 mm bronze gate valve (200 WOG) Model 300-WOG.
 - (b) Pressure Relief Bypass Valve: McDonald, 50 mm, Model 6214-65#.
 - (c) Hydrant Blow-out: McDonald 25 mm, Model 2003.
 - (d) Liquid Filled Pressure Gauge: Boshart 6 mm, Model PGL-0-100 PSI.
 - (e) Rubber Pressure Hose with (male x female cams): Generic, 1 metre length, rubber hose/aluminum cam lock.
 - (f) Bushings and fittings shall be galvanized.
 - (g) Measurement and Payment for the water discharge package is to be included Unit Price Items No. 5 "Water Discharge Package". The payment will be based on a lump sum basis. The payment shall include all costs for: specified equipment, miscellaneous equipment and connecting all the various components together.
- E11.11 Main line water lines:
- (a) 75 mm diameter water lines: high density poly (SDR 17), type 300-SDR-17.
 - (b) 50 mm diameter water lines: high density poly (SDR 17), type 200-SDR-17.
 - (c) All fittings for the high density poly lines shall be Cepex fittings.
 - (d) Measurement and Payment for the 75 mm and 50 mm diameter water lines is to be included in the respective Unit Price Items No. 6 "75 mm Diameter Water Line" and Unit Price Item No. 7 "50 mm Diameter Water Line". The payment will be based on a per lineal

metre basis. The payment shall include all costs for the water pipe, trenching or plowing in of the lines, and miscellaneous fittings.

E11.12 Isolation valve type "A", detail 6-L1:

- (a) Poly OD Ball Valve (ips x ips): Cepex 50 mm, Model BV-200-IPS.
- (b) Valve box and cover (specification grade): Carson 430 x 300 x 300, Model 1419-B-12-4.
- (c) Valve box extension (specification grade): Carson, 150 mm extension, Model 1419-E-6X.
- (d) Measurement and Payment for the isolation valves is to be included in Unit Price Item No. 8 "Isolation Valve Type A". The payment will be based on a per unit basis. The payment shall include all costs for the valve, valve boxes, and installation of the equipment

E11.13 Hydrant / Blow-out valve type "B", detail 5-L1:

- (a) Hydrant: McDonald 25 mm, Model 2003, with 25 mm MHT x 19 mm FHT adapter.
- (b) All fittings including nipples to be galvanized.
- (c) Measurement and Payment for the hydrant blow-out valves is to be included in Unit Price Item No. 9 "Hydrant Blow-out Valve Type B". The payment will be based on a per unit basis. The payment shall include all costs for the valve, pipes, clamps, galvanized fittings, and installation of the equipment as shown in detail 5-L1.

E11.14 Hand watering equipment to be supplied only:

- (a) 25 mm diameter x 15 metre long hose: Swan, Model SNCCC01050. Quantity – 6 hoses.
- (b) 25 mm diameter x 30 metre long hose: Swan, Model SNCCC01100. Quantity – 40 hoses.
- (c) 25 mm brass ball valve: Generic Model 100BV. Quantity – 4 units.
- (d) 25 mm spray nozzle: Buckner, Model GS-10. Quantity – 4 units.
- (e) Measurement and Payment for the various hand watering equipment is to be included in Unit Price Item No. 10 "Hand Watering Equipment Package". The payment will be based on a per unit basis. The payment shall include all costs for supplying the equipment to the City of Winnipeg Forestry Nursery Location.

E11.15 Sprinkler watering equipment to be supplied only:

- (a) 25 mm diameter x 9 metre long hose: Snake Skin, Model 100x030-SS. Quantity – 14 hoses. Supply all hoses with male and female hose ends.
- (b) Sprinklers 12 mm, Buckner, model 155-15-07. Quantity – 14 units.
- (c) Tripod stand 19 mm: height adjustment from 900 – 1670 mm: Buckner, Model TOWER-ADJ. Quantity – 14 units.
- (d) Heavy duty brass ball valve (GH), 19 mm: McDonald, Model 075-BV-GH. Quantity – 14 units.
- (e) Offset hoses, 19 mm x 1500 mm length: Generic Model 075x005-GH. Quantity – 14 units.
- (f) Lateral line tee (fht x mht x mht), 25 x 25 x 19mm: Generic Model 100x100x075-GH. Quantity – 14 units.
- (g) Hose Cap 25 mm: Generic, Model 100-GH-C. Quantity – 2 units.
- (h) Measurement and Payment for the various sprinkler equipment is to be included in Unit Price Item No. 11 "Sprinkler Watering Equipment Package". The payment will be based on a lump sum basis. The payment shall include all costs for supplying and assembling the miscellaneous equipment to the City of Winnipeg Forestry Nursery Location.

E11.16 All equipment shall be tested in the spring of 2008. The water pump/electric motor and intake line is not to be installed until the Spring of 2008, however it should be temporarily installed to ensure all fittings are aligned and compatible with one another

E11.17 The irrigation system will be accepted when it is fully pressurized with water in the spring of 2008, subject to all equipment working, and the system being leak free.