



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 724-2008

**SUPPLY AND INSTALLATION OF UNDERGROUND FUEL STORAGE TANKS AND
ALL ASSOCIATED EQUIPMENT AT 2546 MCPHILLIPS STREET**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

SUPPLY AND INSTALLATION OF UNDERGROUND FUEL STORAGE TANKS AND ALL ASSOCIATED EQUIPMENT AT 2546 MCPHILLIPS STREET

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 5, 2008.
- B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

- B3.1 Further to C3.1, the Bidder may view the Site without making an appointment.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B4.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
 - B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division 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 Division internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least four (4) 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 **Error! Reference source not found..**
- B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B7.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.5 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg, MB R3B 1J1
- B7.5.1 Samples or other components of the Bid Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.6 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B7.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 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 and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices
- B9.2 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. QUALIFICATION

- B10.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgmt/debar.stm>.
- B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba);

- B10.4 Further to B10.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt.>)
- B10.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B10.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

- B11.1 Bids will not be opened publicly.
- B11.2 Following the submission deadline, the names of the Bidders and their Total Bid Prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division 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 Division 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 until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within 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, including the right to retain the Bidder's bid security.

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 B15.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.
- B15.4.1 If there is any discrepancy between the lump sum price written in figures and the lump sum price written in words, the price written in words shall take precedence.
- B15.5 This Contract may be awarded on the basis of:
- (a) Alternative 1 - New Fuel Site Location; or
 - (b) Alternative 2 - Existing Fuel Site Location;
- as identified on Form B: Prices. Each alternative will be evaluated in accordance with the specified evaluation criteria.
- B15.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on all alternatives.
- B15.5.2 Notwithstanding B16.3, the City shall have the right to choose the alternative that is in its best interests. If the Bidder has not bid on all alternatives, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of an alternative upon which he has not bid.

B15. AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B14.
- B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B15.4 Notwithstanding C4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B15.4.1 The Contract, as defined in C1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at http://www.winnipeg.ca/matmgt/gen_cond.stm.

C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of construction of a new fueling facility. The general scope of the work includes supplying and installing the following components: fuel pumps, fuel tanks, fuel islands, lighting, all related details per the enclosed specification, and any other components required to make the site operational.

D2.2 The new Winnipeg Fleet Management Agency fuel site is to be located at 2546 McPhillips Street, and shall be configured according to the proposed site plan drawings attached with this bid opportunity.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:
Ajaleigh Williams
Project Coordinator
770 Ross Avenue, Winnipeg, Manitoba R3E 1C6
Telephone No. (204) 986-7879
Email: awilliams@winnipeg.ca
Facsimile No. (204) 986-2749

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

D4. CONTRACTOR'S SUPERVISOR

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

D5. NOTICES

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

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

D5.3 Notwithstanding C21.3, 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 Financial 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
Internal Services Department
Legal Services Division
Attn: City Solicitor
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

D6. FURNISHING OF DOCUMENTS

- D6.1 Upon award of the Contract, the Contractor will be provided with two (2) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him at cost.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 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.

D8. SAFE WORK PLAN

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt/safety/default.stm> .

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover 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;
 - (c) an all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.
- D9.2 The certificate of Insurance to expressly state: "Operations of the insured covers construction of a fuel site including underground fuel tanks as detailed in the Bid Opportunity 724-2008".

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D9.3 Deductibles shall be borne by the Contractor.

D9.4 The Contractor shall provide the City Solicitor 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 the date specified in C4.1 for the return of the executed Contract.

D9.5 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10. PERFORMANCE SECURITY

D10.1 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.

D10.1.1 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.

D10.2 If the bid security provided in his Bid was not a certified cheque or draft pursuant to **Error! Reference source not found.**, 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 letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D11. DETAILED PRICES

D11.1 The Contractor shall provide the Contract Administrator with a detailed price breakdown (Form I Detailed Prices) at least two (2) Business Days prior to the commencement of any work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D12. SUBCONTRACTOR LIST

D12.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in the General Conditions for the return of the executed Contract.

SCHEDULE OF WORK

D13. COMMENCEMENT

D13.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.

D13.2 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 D7;
 - (ii) evidence of the workers compensation coverage specified in C6.15;

- (iii) the Safe Work Plan specified in D8;
 - (iv) evidence of the insurance specified in D9;
 - (v) the performance security specified in D10;
 - (vi) the Detailed Prices list specified in D11; and
 - (vii) the Subcontractor list specified in D12;
- (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.

D13.3 The City intends to award this Contract by November 19, 2008

D13.3.1 If the actual date of award is later than the intended date, the dates specified for Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D14. SUBSTANTIAL PERFORMANCE

D14.1 The Contractor shall achieve Substantial Performance by February 1, 2009.

D14.2 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.

D14.3 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.

D15. TOTAL PERFORMANCE

D15.1 The Contractor shall achieve Total Performance by February 28, 2008.

D15.2 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.

D15.3 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.

D16. LIQUIDATED DAMAGES

D16.1 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 one thousand dollars (\$1,000) per Working Day for each and every Working Day following the day fixed herein for Total Performance during which such failure continues.

D16.2 The amount specified for liquidated damages in D16.1 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.

D16.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D17. JOB MEETINGS

- D17.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D17.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D18. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D18.1 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

D19. PAYMENT

- D19.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D20. WARRANTY

- D20.1 Warranty is as stated in C13.

FORM H1: PERFORMANCE BOND
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ (hereinafter called the "Principal"), and

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

_____ dollars
(\$_____.)

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

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

BID OPPORTUNITY NO. 724-2008

SUPPLY AND INSTALLATION OF UNDERGROUND FUEL STORAGE TANKS AND ALL ASSOCIATED EQUIPMENT AT 2546 MCPHILLIPS STREET

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.

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

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

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)
(See D9)**

(Date)

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

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 724-2008

**SUPPLY AND INSTALLATION OF UNDERGROUND FUEL STORAGE TANKS
AND ALL ASSOCIATED EQUIPMENT AT 2546 MCPHILLIPS STREET**

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)

FORM I: DETAILED PRICES
 (See D11)

ALTERNATE 1 (NEW FUEL SITE LOCATION): SUPPLY AND INSTALLATION OF UNDERGROUND FUEL STORAGE TANKS AND ALL ASSOCIATED EQUIPMENT AT 2546 MCPHILLIPS STREET

ITEM NO.	DESCRIPTION	SPEC. REF.	AMOUNT
1.	New Diesel and Gasoline Tanks	E2.1	
2.	Gasoline & Diesel Dispensers	E2.2	
3.	Fuel Tank Monitoring System	E2.3	
4.	Fuel Island	E2.4	
5.	Lighting	E2.5	
6.	Site Kiosk	E2.6	
7.	Stand by Generator	E2.7	
8.	Fuel Management System Installation	E2.8	
9.	Removal of existing fuel tanks and fuel site infrastructure	E2.11	
10.	Electrical		
11.	Concrete		

NOTE: ITEMS NO. 1-9 DO NOT INCLUDE ELECTRICAL COSTS. ALL ELECTRICAL COSTS ARE TO BE DENOTED IN ITEM 8.

ALTERANTE 2 (EXISTING FUEL SITE LOCATION): SUPPLY AND INSTALLATION OF UNDERGROUND FUEL STORAGE TANKS AND ALL ASSOCIATED EQUIPMENT AT 2546 MCPHILLIPS STREET

ITEM NO.	DESCRIPTION	SPEC. REF.	AMOUNT
1.	New Diesel and Gasoline Tanks	E2.1	
2.	Gasoline & Diesel Dispensers	E2.2	
3.	Fuel Tank Monitoring System	E2.3	
4.	Fuel Island	E2.4	
5.	Lighting	E2.5	
6.	Site Kiosk	E2.6	
7.	Stand by Generator	E2.7	
8.	Fuel Management System Installation	E2.8	
9.	Removal of existing fuel tanks and fuel site infrastructure	E2.11	
10.	Electrical		
11.	Concrete		

NOTE: ITEMS NO. 1-9 DO NOT INCLUDE ELECTRICAL COSTS. ALL ELECTRICAL COSTS ARE TO BE DENOTED IN ITEM 8.

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 Division 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>Drawing No.</u>	<u>Drawing Name/Title</u>
207-002-S1	Alternate 1: New Fuel Site Location
207-002-S1	Alternate 2: Existing Fuel Site Location

E2. WORK SPECIFICATIONS ALTERNATE 1: NEW FUEL SITE LOCATION

- E2.1 Supply and Installation of Underground Fuel Storage Tanks
- (a) Supply and install fuel tanks in conformance with all applicable regulations and permit requirements whether specifically named below or not. Each of the two (2) tanks (one for gasoline and one for diesel fuel) shall meet the following criteria:
- (i) Compatible with ultra-low sulphur diesel fuel, bio-diesel fuel (B50 blend), marked diesel fuel, unleaded gasoline, E-85 fuel, and marked gasoline.
 - (ii) Shall be in compliance with all applicable provisions of the CCME Environmental Code of Practice for Above Ground and Underground Storage Tank Systems Containing Petroleum and Allied Petroleum Products, PN 1326, 2003 (CCME Code) and must be eligible for permitting Manitoba Regulation 188/2001.
 - (iii) Each fuel storage tank shall have a capacity of 50,000 litres, double wall tank construction in conformance with UL S615-98. The fuel storage tanks shall have two (2) compartments of 20,000 and 30,000 litres respectively.
 - (iv) The fuel storage tank shall be designed with sufficient fittings for vent and supply piping for each compartment, plus a fitting at the center of each compartment for the installation of tank monitoring equipment.
 - (v) The fuel tanks shall be capable of burial to a depth of up to 2.13 meters below grade, but shall be buried to a depth of 1 meter below grade. The tanks shall be anchored in accordance with the manufacturer's specifications.
 - (vi) Underground piping designed to convey product shall be 38 mm double walled flexible, piping, in conformance with ULC-ORD-C971-2005. Vent piping shall be constructed in conformance with the National Fire Code of Canada (2005).
 - (vii) Each tank compartment shall be wired for a ¾ hp submersible turbine type pump. Wiring shall be capped for potential future use.
 - (viii) Containment systems shall be provided and installed at the tank and dispensers in conformance with the CCME Code.

- (ix) Leak detection systems shall be provided at the tank and dispenser containment systems and tank interstitial space in conformance with the CCME Code. All leak detection systems on containment sumps and interstitial spaces shall be provided with interlocks to the in-tank monitoring system. A manual leak detector shall be provided for each turbine pump.
- (x) A 250 mm reinforced concrete slab shall be placed over the storage tanks and fuelling area as shown on drawings #207-002-S1. Asphalt pavement will be in a different contract.
- (xi) All concrete is to be constructed in accordance with section 5 and 6 of CW 3310 and in accordance with CSA A23.1 alternate (1) for specifying concrete, the concrete mix shall be proportioned such as to yield concrete having the required strength and workability as follows:
 - (i) Class of Exposure: C-2 ii. Minimum specified Compressive Strength @ 28 days=32 mpa.
 - (ii) Minimum cementitious content= 340 kg/m³
 - (iii) Maximum water/cementitious ratio=0.45
 - (iv) Slump=50± 20 mm for slip forming or = 70± 20 mm for hand placement
 - (v) Aggregate Size 20 mm, Normal air content 5%-8%
- (xii) Reinforcing steel shall be placed in accordance with Section 0 of CW 3310
- (xiii) Bid price to include heating and hoarding concrete works as required.

E2.2 Removal and Installation of Existing Fuel Dispensers

- (a) Installation of four (4) existing fuel pumps and dispensers in compliance with all applicable regulations and permit requirements meeting the following criteria:
 - (i) All required framing, mounting hardware, insulators shall be supplied and installed by the contractor. Where dissimilar metals may come in contact long life Cathodic Protection shall be provided and installed.
 - (ii) A leak/pressure test shall be conducted by the contractor according the requirements of the Manufacturer. A letter or certificate shall be supplied by the Contractor as to the test criteria and the test results.
 - (iii) All stainless steel components shall be left in their natural state. All other components shall be properly cleaned, primed and finished with two (2) coats of white polyurethane enamel. Steel components will be sand blasted and primed and finished with two (2) coats of white polyurethane enamel. Enamel will be Dupont Imron or Akzo Sikksens.
 - (iv) High hose hangers shall be supplied and installed.
- (b) Fire Suppression Equipment shall be included.
- (c) The completed Work and all components required to perform the Work shall comply with all the requirements of Manitoba Environment, Fire Code regulations and other regulations pertaining to fuel sites.
- (d) All staff assigned to this Project must be experienced in the installation of fuel systems and equipment.
- (e) All electrical work shall be performed by qualified electricians.

E2.3 Supply and Installation of a Fuel Tank Monitoring System

- (a) All tank compartments shall be equipped with a tank monitoring system designed to provide continuous inventory monitoring, leak detection on sumps and interstitial spaces and periodic leak detection of the storage tank compartment in compliance with unmanned fuel site operation regulations.

- (b) The tank monitoring system shall be the Veeder Root TLS 350 Plus system with the following features:
- (i) The system shall provide continuous monitoring of liquid (product and water) levels and product temperature in the storage tank.
 - (ii) The system shall be capable of providing continuous statistical leak detection with the capability of meeting a monthly leak detection performance standard of 0.76 litres/hour with a 95% probability of detection and a 5% probability of a false alarm.
 - (iii) The system shall be equipped with the required probes to accommodate monitoring of the tank and dispenser containment sumps and the interstitial space of the storage tank.
 - (iv) The tank monitoring system must be capable of interfacing with the fuel management described in Section E2.8.
 - (v) The tank monitoring system shall be provided with visual and audible alarms of all system conditions that may be an indication of leakage or equipment malfunction.
 - (vi) The tank monitoring system shall include a remote display with the ability to display inventory information, delivery data, leak test data, equipment status and alarm history.
 - (vii) The system shall be capable of generating reports in a screen display or print format.

E2.4 Supply and Install Fuel Islands

- (a) A 1.52 m wide x 1.83 m long x 0.30 m high metal form reinforced concrete dispenser island shall be installed at each dispenser location.
- (b) A 150 mm U shaped schedule 40 pipe bollard shall be installed at each end of all dispenser islands.

E2.5 Lighting

- a) Luminaires complete with housing mounted on one (1) 7.5 meter high pole with a 2 sided cross-arm are to be installed between each pair of dispensers. The cross-arms to be orientated perpendicular to a line connecting the dispensers. The luminaires are to be, controlled by photocell (on) and photocell(off).
- b) Bulbs to be provided through a separate contract.

E2.6 Site Kiosk

- (a) Contractor to provide a 3.05m x3.05m wood frame, metal clad building to house the control equipment for the fuel site as follows:
 - (i) Structure to be bolted to the foundation
 - (ii) Supply and install 150mm reinforced concrete pad for building.
- (b) Roof:
 - (i) 2"x 6" roof joists @ 16" o/c. and sheathed with 7/16 OSB
 - (ii) Interior to be insulated with R-20 batt. Insulation, vapour barrier, sheathed with ½ K-3 board and clad with 0.76 mm steel cladding, color to be selected by owner from available standard colors.
- (c) Walls:
 - (i) 2" x 4" wood studs @ 16" o/c. and sheathed on the exterior with 7/16 OSB.
 - (ii) Interior to be insulated with batt. Insulation, vapour barrier, sheathed with K-3 board and clad with 0.91 mm steel cladding, color to be selected by owner from available standard colors.
- (d) Floor:
 - (i) 2" x 6" woods studs 16" o/c. underside of floor to sheathed with ½ PWF plywood.

- (ii) Floor space to be insulated with batt insulation, vapour barrier and sheathed with 4" x 8" X 5/8 plywood.
- (e) Finishes:
 - (i) Exterior to have metal siding installed on walls and roof c/w all necessary trims
 - (ii) Painting of interior walls
 - (i) Supply and install of VCT floor tile c/w 4" rubber base
 - (ii) Supply and install 2'x 6" x 8' steel door and knock down frame c/w all hardware and weather stripping (metal insulated)
 - (iii) Painting of door and frame
 - (iv) Clean up job site
 - (v) Shelf: One 18"x60" shelf
- (f) Kiosk to include the following:
 - (i) Thermostatically controlled 1500 watt base board heater
 - (ii) Thermostatically controlled 5000 BTU wall mounted Air Conditioner
 - (iii) Double tube 48" fluorescent light fixture
 - (iv) 200 amp service panel
 - (v) Duplex outlets locations to be determined during construction
 - (vi) Kiosk to be located as shown on Drawings 207-002-S1

E2.7 Stand by Generator

- (a) A Cummins Power Generation DG- series commercial 35 kw single phase generator set model DGBC 60 HZ shall be installed adjacent to the electrical kiosk and will be capable of providing power to meet all requirements of the fuel facility including communications and lighting.
- (b) The generator set will include a 225 amp transfer switch.
- (c) The unit will have a 24hr dual wall sub base tank.
- (d) Commercial grade 8'chain link fence to be installed with a 1 meter perimeter around the generator set. The fence is to be complete with white plastic privacy strips and two (2) 0.914m gates.
- (e) Generator set to be bolted to a 150 mm thick reinforced concrete pad.

E2.8 Fully Automated Fuel Management System

- (a) The fuel management system shall be the Coencorp fuel management system and the contractor shall be responsible for the installation as a sub contractor to the vendor that currently manages the Coencorp system through a separate City contract.
- (b) It is the responsibility for the contractor to ensure all wiring and other essential components are in place for this installation as part of this contract.

E2.9 Synchronization with Total Fuel Distribution System

- (a) Synchronization with total fuel distribution system, current IT equipment, technology and architecture will ensure:
 - (i) All components for the fuel distribution system will be synchronized, including synchronization between fuel dispensers, fuel tanks, fuel tank monitoring system and the fully automated fuel management system.
 - (ii) All components supplied and installed will be synchronized with Winnipeg Fleet Management Agency's Information Technology Environment.

E2.10 Supply and Install any other Components Required to have an Operational Fuel Site

- (a) All parts not specifically mentioned but which are required to complete and place the fuel site into successful operation shall be furnished as though specifically mentioned in this proposal.

E2.11 Removal of Underground Fuel Tanks and Fuel Site Infrastructure

- (a) Tank and Piping Removal and Disposal
 - (i) Remove four (4) 22,000 L underground fuel storage tanks.
 - (ii) Once tank has been removed, the tanks shall be examined for any evidence of perforations caused by corrosion or structural failure. The Licensed Petroleum Technician shall complete the Underground Petroleum Tank Removal Report, confirming the results of the tank examination. Copies are to be sent to the Contract Administrator and Manitoba Conservation.
 - (iii) All product and vent piping is to be removed.
 - (iv) All steel components are to be sent to a scrap dealer to be processed and recycled for their metal content.
 - (v) The Contractor must obtain written confirmation from the scrap dealer that the tanks were received and will be processed or recycled for their metal content. The Contractor must provide a copy of the confirmation to the Contract Administrator.
 - (vi) Soil samples and site assessment are to be completed by a Qualified Environmental Consultant once the storage tanks and ancillary equipment are removed. The assessment is to be complete with regards to the Provincial Guideline 98-01, Environmental Site Investigations in Manitoba and the Guideline for the Dismantling and Removal of Petroleum Storage Tank Systems. A report is to be presented to the Contract Administrator upon completion.
- (b) Backfill and compaction
 - (i) The contractor shall backfill the excavation with clean fill to 150 mm below finished grade. The fill will be placed in 300 mm lifts and compacted to 100 % Proctor Density.
 - (ii) The Contractor shall place 150 mm of granular and compact to 100% proctor density.

E3. WORK SPECIFICATIONS ALTERNATE 2: INSTALLATION AT EXISTING LOCATION

E3.1 All specifications included in E2 shall apply with the following differences:

- (a) The existing facility will be decommissioned before the new facility is constructed.
- (b) The new fuel tanks will be located in the existing fuel tank location.