



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 429-2009

**SUPPLY AND INSTALL FUEL TANKS AND RETROFIT EXISTING FUEL TANKS AT
VARIOUS CITY OWNED GOLF FUEL SITES**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 SUPPLY AND INSTALL FUEL TANKS AND RETROFIT EXISTING FUEL TANKS AT VARIOUS CITY OWNED GOLF FUEL SITES

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 3, 2009.
- 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 make an appointment to view the Site by contacting the Contract Administrator.
- B3.2 The Bidder is advised that the bidder is responsible for familiarizing themselves with each site to ensure that all components required to make the individual fuel sites operational are understood by the bidder and included in the total bid price.
- B3.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

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 website 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 website 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 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.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

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 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, will be evaluated in accordance with B14.1(a).
- 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.
- B7.8.2 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;
 - (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.
- B8.4.2 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 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 website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and

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

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

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

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

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

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bids will not be opened publicly.

B11.2 Following the submission deadline, the names of the Bidders and their 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 website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

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

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

B12. IRREVOCABLE BID

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

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

B13. WITHDRAWAL OF BIDS

B13.1 A Bidder may withdraw his 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 or acceptable deviation there from (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.
- B14.5 This Contract may be awarded as a whole (Alternative 1) or separately by item (Alternative 2) as identified on Form B: Prices.
- B14.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more items in Alternative 2.
- B14.5.2 Notwithstanding B15.3, the City shall not be obligated to award any item to the responsible Bidder submitting the lowest evaluated responsive Bid for that item and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all items in Alternative 2, 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 or item 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.
- B15.5 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 Division website 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 installing new aboveground fuel tanks, retrofitting existing aboveground fuel tanks and conducting removal of an underground storage tank at various City of Winnipeg golf fuel sites. The order in which work is to be performed is 10 Rue Des Meurons (Windsor Park Golf Course), followed by 781 Crescent Drive (Crescent Drive Golf Course), followed by 1229 Springfield Road (Harbour View Golf Course).

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

- (a) 10 Rue Des Meurons (Windsor Park Golf Course)- Install one 2,500 L aboveground diesel tank, retrofit one 1,275 L aboveground diesel tank and convert it to be a gasoline tank.
- (b) 781 Crescent Drive (Crescent Drive Golf Course)- Install one 1,275 L aboveground gasoline tank, retrofit one 2,500 L diesel tank.
- (c) 1229 Springfield Road (Harbour View Golf Course)- Retrofit one 1,275 L diesel tank.
- (d) 10 Rue Des Meurons (Windsor Park Golf Course)- Remove one 5,000 L underground fuel storage tank.

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
Facsimile No. (204) 986-3773

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., 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

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

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

D7. SAFE WORK PLAN

- D7.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D7.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

D8. INSURANCE

- D8.1 The contractor shall provide and maintain the following insurance coverage:

(a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000) all inclusive, with the City of Winnipeg added as an additional insured, the policy shall also contain cross liability, non-owned automobile liability, unlicensed motor vehicle liability, contractual liability, and products and completed operations endorsements; 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 millions dollars (\$2,000,000) at all times during the performance of the Work and until the date of Total Performance;

(c) the certificate of insurance to state " Operations of the insured covers the installation of aboveground fuel tanks , retrofit to existing aboveground fuel tanks, and the removal of

underground fuel tanks at the following City of Winnipeg Golf Courses : Windsor Park, Crescent Drive, and Harbourview. Work to be performed at each Golf Course as detailed in Bid Opportunity # 429-2009”.

- D8.2 Deductibles shall be borne by the contractor.
- D8.3 The contractor shall provide the contract administrator with a certificate of insurance of each policy, in a form satisfactory to the City solicitor, at least two (2) business days prior to the commencement of the work but in no event later than seven (7) calendar days from notification of award.
- D8.4 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.
- D8.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement/contract.

D9. PERFORMANCE SECURITY

- D9.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), 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.
- D9.1.1 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.
- D9.2 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.

D10. SUBCONTRACTOR LIST

- D10.1 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 seven (7) Calendar Days from notification of the award of Contract.

SCHEDULE OF WORK

D11. COMMENCEMENT

- D11.1 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.
- D11.2 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) the Safe Work Plan specified in D7;
 - (iv) evidence of the insurance specified in D8;
 - (v) the performance security specified in D9;
 - (vi) the Subcontractor list specified in D10; and
- (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.

D11.3 The City intends to award this Contract by July 10, 2009.

D11.3.1 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.

D12. CRITICAL STAGES

D12.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) 10 Rue Des Meurons Tank Installation and Retrofit (Windsor Park Golf Course)- Work to be complete by August 7, 2009.
- (b) 781 Crescent Drive Tank Installation and Retrofit (Crescent Drive Golf Course)- Work to be complete by August 14, 2009.
- (c) 1229 Springfield Road Tank Retrofit (Harbour View Golf Course)- Work to be complete by August 21, 2009.
- (d) 10 Rue Des Meurons Tank Removal (Windsor Park Golf Course)- Work to be complete by August 21, 2009.

D13. SUBSTANTIAL PERFORMANCE

D13.1 The Contractor shall achieve Substantial Performance by August 21, 2009.

D13.2 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.

D13.3 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.

D14. TOTAL PERFORMANCE

D14.1 The Contractor shall achieve Total Performance by August 28, 2009.

D14.2 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.

D14.3 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.

D15. LIQUIDATED DAMAGES

- D15.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City two hundred and fifty dollars (\$250) per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:
- D15.2 The amounts specified for liquidated damages in D15.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.
- D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D16. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D16.1 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

D17. PAYMENT

- D17.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.
- D17.2 The Contractor is required to show each Item separately on the invoice(s).

WARRANTY

D18. WARRANTY

- D18.1 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. 429-2009

SUPPLY AND INSTALL FUEL TANKS AND RETROFIT EXISTING FUEL TANKS AT VARIOUS CITY OWNED GOLF FUEL SITES

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 as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

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 Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- 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>
207-007-S1	Site Layout Plan Windsor Park Golf Course 10 Rue Des Meurons St
207-009-S1	Site Layout Plan Crescent Drive Golf Course 781 Crescent Drive

E2. 10 RUE DESMEURONS (WINDSOR PARK GOLF COURSE)

- E2.1 Supply and Installation of One (1) Aboveground Fuel Storage Tank
- (a) Supply and install one double wall horizontal 2,500 L aboveground fuel tank for diesel fuel.
 - (b) The tank shall have a vacuum monitored interstitial space.
 - (c) The tank shall be equipped with hose to dispense fuel and a high hose hanger.
 - (d) The tank shall be installed and configured according to drawing #207-007-S1.
 - (e) Install bollards that meet current regulations.
 - (f) The tank 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.
 - (g) The supply and installation shall be in conformance with all applicable regulations and permit requirements whether specifically named in the bid opportunity or not.
 - (h) All staff assigned to this Project must be experienced in the installation of fuel systems and equipment.
 - (i) 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.
 - (j) All electrical work shall be performed by qualified electricians.
 - (k) All electrical required to make the fuel site operational shall be included in the cost of this bid opportunity.
 - (l) Any other parts not specifically mentioned but which are required to complete and place the fuel site into operation shall be furnished as though specifically mentioned in this bid opportunity.

E2.2 Retrofit Existing Diesel tank

- (a) Convert the existing 1,275 L diesel tank on site to be used for gasoline fuel.
- (b) Replace the existing manual hose dispenser unit to with a fill-rite series 800 C meter or equivalent.
- (c) Install a high hose hanger.
- (d) Re-level the ground where the existing tank resides to ensure the tank is level.
- (e) The tank shall be installed and configured according to drawing #207-007-S1.
- (f) Remove existing bollards that are surrounding the tank and install new bollards that meet current regulations.
- (g) 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.
- (h) All electrical work shall be performed by qualified electricians.
- (i) All electrical required to make the fuel site operational shall be included in the cost of this bid opportunity.
- (j) Any other parts not specifically mentioned but which are required to complete and place the fuel site into operation shall be furnished as though specifically mentioned in this bid opportunity.

E2.3 Removal of Underground Fuel Tank and Fuel Site Infrastructure

- (a) Tank and Piping Removal and Disposal
 - (i) Remove one 5,000 L underground fuel storage tank.
 - (ii) Once tank has been removed, the tank 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. 781 CRESCENT DRIVE (CRESCENT DRIVE GOLF COURSE)

E3.1 Supply and Installation of One (1) Aboveground Fuel Storage Tank

- (a) Supply and install one double wall horizontal 1,275 L tank for gasoline fuel.
- (b) The tank shall have a vacuum monitored interstitial space.
- (c) The tank shall be equipped with a hose to dispense fuel and a high hose hanger.
- (d) The tank shall be installed and configured according to drawing #207-009-S1.
- (e) Install bollards that meet current regulations.
- (f) The tank 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.
- (g) The supply and installation shall be in conformance with all applicable regulations and permit requirements whether specifically named in the bid opportunity or not.
- (h) All staff assigned to this Project must be experienced in the installation of fuel systems and equipment.
- (i) 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.
- (j) All electrical work shall be performed by qualified electricians.
- (k) All electrical required to make the fuel site operational shall be included in the cost of this bid opportunity.
- (l) Any other parts not specifically mentioned but which are required to complete and place the fuel site into operation shall be furnished as though specifically mentioned in this bid opportunity.

E3.2 Retrofitting the Existing 2,500 L Diesel Tank

- (a) Replace the existing manual hose dispenser unit to with a fill-rite series 800 C meter or equivalent.
- (b) Install a high hose hanger.
- (c) Re-level the ground where the existing tank resides to ensure the tank is level.
- (d) The tank shall be installed and configured according to drawing #207-009-S1.
- (e) Remove existing bollards that are surrounding the tank and install new bollards that meet current regulations.
- (f) 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.
- (g) All electrical work shall be performed by qualified electricians.
- (h) All electrical required to make the fuel site operational shall be included in the cost of this bid opportunity.
- (i) Any other parts not specifically mentioned but which are required to complete and place the fuel site into operation shall be furnished as though specifically mentioned in this bid opportunity.

E4. 1229 SPRINGFIELD ROAD (HARBOUR VIEW GOLF COURSE)

E4.1 Retrofit Existing Diesel tank

- (a) Convert the existing 1,275 L diesel tank on site to be used for gasoline fuel.
- (b) Replace the existing manual hose dispenser unit to with a fill-rite series 800 C meter or equivalent.

- (c) Install a high hose hanger.
- (d) Re-level the ground where the existing tank resides to ensure the tank is level.
- (e) The tank shall be re-installed at its existing location.
- (f) Remove existing bollards that are surrounding the tank and install new bollards that meet current regulations.
- (g) 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.
- (h) All electrical work shall be performed by qualified electricians.
- (i) All electrical required to make the fuel site operational shall be included in the cost of this bid opportunity.
- (j) Any other parts not specifically mentioned but which are required to complete and place the fuel site into operation shall be furnished as though specifically mentioned in this bid opportunity.