



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 440-2009

SUPPLY AND DELIVERY OF METAL LABORATORY CASEWORK

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<u>Section Number</u>	<u>Title</u>
01300	Submittals

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Supply and Delivery of Metal Laboratory Casework

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time November 6, 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. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

B4.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

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

B4.2.2 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.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 7 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

- B5.1 The Work is based on the materials, equipment, methods and products specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative 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 B13.
- B5.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B13.1(a).

B6. BID SUBMISSION

- B6.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
 - (b) Form B: Prices;
- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 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 in ink, to constitute a responsive Bid.
- B6.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.5 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
- B6.5.1 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.
- B6.6 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.7 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 B13.1(a).
- B6.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178.
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.
- B7. BID**
- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

- B7.4 Paragraph 9 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B7.4.2 All signatures shall be original.
- B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B8. PRICES

- B8.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.
- B8.1.1 The price on Form B: Prices shall include:
- (a) duty;
 - (b) freight and cartage;
 - (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
 - (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B9. QUALIFICATION

- B9.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; 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.
- B9.2 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>
- B9.3 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);

B9.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B9.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B10. OPENING OF BIDS AND RELEASE OF INFORMATION

B10.1 Bids will not be opened publicly.

B10.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements or evaluated prices) 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>

B10.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B10.4 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.

B11. IRREVOCABLE BID

B11.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 8 of Form A: Bid.

B11.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 8 of Form A: Bid.

B12. WITHDRAWAL OF BIDS

B12.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B12.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B12.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 9 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B12.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials 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 9 of Form A: Bid; and

- (c) if the notice has been given by any one of the persons specified in B12.1.3(b), declare the Bid withdrawn.

B12.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B11.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B13. EVALUATION OF BIDS

B13.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B5;

B13.2 Further to B13.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B13.3 Further to B13.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.

B13.4 Further to B13.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.

B13.5 This Contract will be awarded as a whole.

B14. AWARD OF CONTRACT

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

B14.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B14.2.1 Without limiting the generality of B14.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Bid is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B14.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid, in accordance with B13.

B14.3.1 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.

- B14.4 Notwithstanding C4 and Paragraph 5 of Form A:Bid, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B14.5 The Contract Documents, as defined in C1.1(n) (ii) in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply and Delivery of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply and Delivery of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management 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 Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of Supply and Delivery of Metal Laboratory Casework for the Water Treatment Plant.

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

- (a) Supply and Delivery of Metal Laboratory Casework.
- (b) Assembly of the Casework complete with the epoxy countertop within the Water Treatment Plant Laboratory.
- (c) The City will undertake the installation of water supply, wastewater drainage, electrical, vacuum, pressurized air and deionized water to and within the laboratory Casework. Also, the City will undertake the connection of the fume hood to the existing roof exhaust fan and attachment of the Casework to the floor and walls as required.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Sherisse Podaima, C.E.T.
Water Planning Technologist
110 – 1199 Pacific Ave.,
Winnipeg, MB R3E 3S8
Telephone No.: (204) 986-7645
Facsimile No.: (204) 224-0032

D4. NOTICES

D4.1 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

SUBMISSIONS

D5. AUTHORITY TO CARRY ON BUSINESS

D5.1 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.

D6. INSURANCE

- D6.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- D6.2 Deductibles shall be borne by the Contractor.
- D6.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work but in no event later than the date specified in C4 for the return of the executed Contract.
- D6.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

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

D8. WORKERS COMPENSATION

- D8.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. SECURITY CLEARANCE

- D9.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.
- D9.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- D9.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.
- D9.4 Any Criminal Record Search Certificate thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified. Notwithstanding the foregoing, at any time during the term of the Contract the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to

provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

D10. CONTROL OF WORK

D10.1 PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D10.1.1 AECOM Canada Projects (CM) Ltd. 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).

D10.1.2 As Prime Contractor, AECOM Canada Projects (CM) Ltd. will administer a Safety and Health Management Plan. Compliance with this Plan will be mandatory for all personnel on the construction site and orientation of all staff by the Prime Contractor's Safety Officer will be required.

D10.1.3 The Water Treatment Program Project Safety and Health Management Plan is available on the City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt/projects>.

SCHEDULE OF WORK

D11. COMMENCEMENT

D11.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D11.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D5;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) evidence of the insurance specified in D6;
 - (iv) the security clearances specified in D9;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12. DELIVERY

D12.1 The metal laboratory casework shall be delivered and assembled within seventy (70) Calendar Day(s) of the placing of an order, f.o.b. destination, freight prepaid to:

The City of Winnipeg.
Water and Waste Department
Water Treatment Plant
Lot 57082
Provincial Road No. 207
Rural Municipality of Springfield, Manitoba

Provincial Road No. 207 North of the Greater Winnipeg Water District rail crossing is a Class B1 road and is subject to load restrictions which will affect the maximum weight of individual deliveries. The approximately 3.2 kilometres of PR 207 between the entrance to the Site and Highway No. 1 is a TAC Route.

D12.2 Goods shall be delivered between 08:30 and 16:30 on Business Days.

D12.3 The Contractor shall off-load goods as directed at the delivery location.

- D12.4 The Contractor shall have access to the Site on Business Days between 08:00 and 17:00 unless otherwise approved by the Contract Administrator.
- D12.5 Access to the work site is restricted and cooperation with other contractors on Site is necessary in the best interest of all parties.

D13. LIQUIDATED DAMAGES

- D13.1 If the Contractor fails to achieve delivery of the goods within the time specified in D12.1 Delivery, the Contractor shall pay the City two hundred and fifty (\$250.00) dollars per Calendar Day for each and every Calendar Day until the goods have been delivered.
- D13.2 The amount specified for liquidated damages in D13.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Delivery by the day fixed herein for same.
- D13.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D14. COOPERATION WITH OTHERS

- D14.1 The Contractor shall note that other construction contracts may be underway at the time of construction.
- D14.2 The Contractor will not have exclusive use of the Site. The Contractor shall coordinate activities with others and minimize disruptions to others, where possible.
- D14.3 The Plant is being operated by City staff.

MEASUREMENT AND PAYMENT

D15. PAYMENT

- D15.1 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D16. PAYMENT SCHEDULE

- D16.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D17. WARRANTY

- D17.1 Warranty is as stated in C11.
- D17.2 Notwithstanding C11, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
01300	Submittals

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
Drawing-01-R0	Laboratory RN 339 (Drawing 1 of 2)
Drawing-02-R0	Laboratory RN 339 (Drawing 2 of 2)

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5.

E2. GOODS

E2.1 The Contractor shall supply, deliver and install metal laboratory casework as supplied by VWR International Inc. in accordance with the requirements hereinafter specified.

E2.2 Colors to be: light neutral (no. 61) for the base and amazon (no. 90) for the accent.

E2.3 The specific requirements for the metal laboratory casework are set out in the drawings herein.

SUBMITTALS

Template Version: G320090615 - Goods LR

1. SHOP DRAWINGS

1.1 General

- .1 Arrange for the preparation of clearly identified Shop Drawings as specified or as the Contract Administrator may reasonably request. Shop Drawings are to clearly indicate materials, methods of construction, and attachment or anchorage, erection diagrams, connections, explanatory notes, and other information necessary for completion of the Work. Where articles or equipment attach or connect to other articles or equipment, clearly indicate that all such attachments and connections have been properly coordinated, regardless of the trade under which the adjacent articles or equipment will be supplied and installed. Shop Drawings are to indicate their relationship to design Drawings and Specifications. Notify the Contract Administrator of any deviations in Shop Drawings from the requirements of the Contract Documents to allow the Contract Administrator to assess the deviations.

1.2 Submission Requirements

- .1 Coordinate each submission with requirements of the Work and Contract Documents. Individual submissions will not be reviewed until all related information is available.
- .2 Accompany all submissions with a transmittal letter, in duplicate, containing:
 - .1 Date
 - .2 Project title and Bid Opportunity number
 - .3 Contractor's name and address
 - .4 Specification Section number for each submittal
 - .5 Submittal number and revision number in the following format:
 - .1 834-2008 – Spec Section # - Submittal # - Revision # (e.g. 834-2008-16755-001-1)
 - .2 The first submittal is numbered 1 with sequential numbering after that for revisions
 - .6 Identification and quantity of each Shop Drawing product
 - .7 Equipment tag number
 - .8 Other pertinent data
- .3 Submissions shall include:
 - .1 Date and revision dates
 - .2 Project title and number
 - .3 Name, email address and address of:
 - .1 Contractor
 - .2 Manufacturer
 - .4 Contractor's stamp, signed by Contractor's authorized representative, certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
 - .5 As required in the specifications, the seal and signature of a Professional Engineer registered in the Province of Manitoba.
- .4 Details of appropriate portions of work as applicable:

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- .1 Fabrication
- .2 Layout showing dimensions including identified field dimensions and clearances
- .3 Setting or erection details
- .4 Capacities
- .5 Performance characteristics
- .6 Standards
- .7 Operating weight
- .8 Wiring diagrams
- .9 Single line and schematic diagrams
- .10 Method of control of equipment and its communication with the City's SCADA system

1.3 Drawings

- .1 Original Drawings or modified standard Drawings provided by the Contractor to illustrate details of portions of Work which are specific to project requirements.
- .2 Maximum sheet size: 850 x 1050 mm.
- .3 Submit digital (pdf) copies of Shop Drawings. The Contract Administrator will return one copy with comments transcribed.
- .4 Cross-reference Shop Drawing information to applicable portions of the Contract Documents.
- .5 Include reviewed Shop Drawings in all O&M Manuals.

1.4 Product Data

- .1 Product Data; Manufacturer's catalogue sheets, brochures, literature, performance charts, and diagrams used to illustrate standard manufactured products.
- .2 Submit twelve (12) copies of product data.
- .3 Sheet size: 215 x 280 mm.

1.5 Procedure and Routing

- .1 The Contractor shall provide a pdf version of the Shop Drawings and corresponding submittal forms to the Contract Administrator via email for review. Each submittal shall have a unique number. These electronic files shall be named according to Section 01300 – Submittals, Clause 1.3.2.5.1. and be complete with the information specified in Clause 1.3 Submission Requirements.
- .2 When the total size of the email is greater than 5 MB, the Contractor shall post the pdf version of the Shop Drawings and submittal transmittal form(s) to an accessible place on the internet (provided by the Contract Administrator) and an e-mail notification is to be sent to all parties listed above when posting is complete.
- .3 The routing and the names of individuals responsible for receiving submittals will be identified by the Contract Administrator at the pre-construction meeting held pursuant to D4.2.
- .4 Upon review of the Shop Drawings, the Contract Administrator will e-mail the pdf version of the annotated Shop Drawings and corresponding transmittal form(s) to the Contractor. When the total size of the email is greater than 5 MB, the Contract Administrator will post the pdf version

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of the Shop Drawings and corresponding transmittal form(s) to the same accessible place on the internet and an e-mail notification will be sent to the Contractor. Two (2) printed copies of the reviewed Shop Drawings will be sent back to the Contractor.

1.6 Shop Drawing Review

- .1 Shop Drawing review by the Contract Administrator is solely to ascertain conformance with the general design concept. Responsibility for the approval of detail design inherent in Shop Drawings rests with the Contractor and review by the Contract Administrator shall not imply such approval.
- .2 Review by the Contract Administrator shall not relieve the Contractor of his responsibility for errors or omissions in Shop Drawings or for proper completion of the Work in accordance with the Contract Documents.
- .3 Shop Drawings will be returned to the Contractor with one of the following notations:
 - .1 When stamped "REVIEWED", distribute additional copies as required for execution of the Work.
 - .2 When stamped "REVIEWED AS MODIFIED", ensure that all copies for use are modified and distributed, same as specified for "REVIEWED".
 - .3 When stamped "REVISE AND RE-SUBMIT", make the necessary revisions, as indicated, consistent with the Contract Documents and submit again for review.
 - .4 When stamped "NOT REVIEWED", submit other drawings, brochures, etc., for review consistent with the Contract Documents.
 - .5 Only Shop Drawings bearing "REVIEWED" or "REVIEWED AS MODIFIED" shall be used on the Work unless otherwise authorized by the Contract Administrator.
- .4 After submittals are stamped "REVIEWED" or "REVIEWED AS MODIFIED", no further revisions are permitted unless re-submitted to the Contract Administrator for further review.
- .5 Any adjustments made on Shop Drawings by the Contract Administrator are not intended to change the Contract Price. If it is deemed that such adjustments affect the Contract Price, clearly state as such in writing prior to proceeding with fabrication and installation of Work.
- .6 Make changes in Shop Drawings which the Contract Administrator may require consistent with Contract Documents. When re-submitting, notify the Contract Administrator in writing of any revisions other than those requested by the Contract Administrator.
- .7 Shop Drawings indicating design requirements not included in the Contract Documents require the seal of a Professional Engineer registered in the Province of Manitoba. If requested, submit engineering calculations for review, sealed by a Professional Engineer.