



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 366-2011**

**CIVIL MAINTENANCE / AQUEDUCT STORAGE BUILDING AT WATER  
TREATMENT PLANT**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 CIVIL MAINTENANCE / AQUEDUCT STORAGE BUILDING AT WATER TREATMENT PLANT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 26, 2011.

B2.2 Proposals 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 Contract Administrator or an authorized representative will be available at the Site from 9:30 a.m. to 11:00 a.m. on October 18, 2011 to provide Bidders access to the Site.

B3.1.1 Bidders are required to register for the Site Investigation by noon on October 13, 2011 by contacting the Contract Administrator identified in D5.1.

B3.1.2 Bidders registered for the Site Investigation will be subject to a Public Safety Verification search. Bidders must fill out the Public Safety Verification consent form enclosed in Appendix B and e-mail or fax it to the Contract Administrator identified in D5.1 by noon on October 13, 2011.

B3.1.3 Bidders are required to bring their own personal protective equipment (PPE) to the site investigation.

B3.2 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 D5.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the proposal, 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.

B4.3 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.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 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. CONFIDENTIALITY**

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B6. ADDENDA**

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 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.
- B6.2.1 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>.
- B6.2.2 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.
- B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B7. SUBSTITUTES**

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 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.

- B7.5 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.
- B7.6 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.
- B7.6.1 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.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 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 B21.
- B7.9 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.
- B7.10 Notwithstanding B7.2 to B7.9 and in accordance with B8.5, deviations to terms and conditions inconsistent with the Proposal document shall be evaluated in accordance with B21.1(a).

## **B8. PROPOSAL SUBMISSION**

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices;
  - (c) Management Plan in accordance with B11;
  - (d) Technical Plan in accordance with B12;
  - (e) Project Schedule in accordance with B13;
  - (f) Bid Security
    - (i) Form G1: Bid Bond and Agreement to Bond, or  
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or  
a certified cheque or draft;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Proposal 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 Proposal.
- B8.3.1 Bidders should submit one (1) unbound original (marked “original”) and four (4) copies.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B21.1(a).

- B8.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B8.6.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B8.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

## **B9. PROPOSAL**

- B9.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Proposal 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.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B9.4 Paragraph 12 of Form A: Proposal 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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B9.5 If a Proposal 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 Proposal and the Contract, when awarded, shall be both joint and several.

## **B10. PRICES**

- B10.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.
- B10.1.1 Notwithstanding C12.2.3(c), the price on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B11. MANAGEMENT PLAN**

- B11.1 The proponent shall submit a Management plan in the proposal that includes:
- (a) Experience of Proponent and Subconsultant/Subcontractor firms, including:
    - (i) general company profile information;
    - (ii) details demonstrating the Proponent's and Subconsultant(s)/Subcontractor(s)' history and experience relating to the Scope of Services identified for this Project.
  - (b) Experience and qualifications of key personnel assigned to the Project including, in tabular form:
    - (i) names of key personnel assigned to the Project;
    - (ii) the experience and qualifications of the key personnel;
    - (iii) roles of each of the key personnel;
    - (iv) for each person identified, a list of at least two comparable projects in which the person listed has played a comparable role.
  - (c) Proponent's project management approach, including:
    - (i) a methodology describing the Proponent's project management approach and team organization during the performance of services.

## **B12. TECHNICAL PLAN**

- B12.1 The proponent shall provide a technical plan in his proposal that address the technical deliverables and associated task requirements required by the Scope of Services that includes:
- (a) the Proponent's practical understanding of the Project;
  - (b) the Proponent's technical approach and methodology to complete the Services;
  - (c) the collaborative process/method to be used by the key design professionals of the team in the design of the project;
  - (d) any innovation to be used to perform the Scope of Services identified;
  - (e) all activities and services to be provided by the City;
  - (f) the deliverable(s) of the project;
  - (g) any assumptions made with respect to the deliverables and Scope of Services.

## **B13. PROJECT SCHEDULE**

- B13.1 Proponents shall present a schedule complete with durations on a weekly timescale and milestone dates or events in his proposal.

## **B14. QUALIFICATION**

- B14.1 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.
- B14.2 The Bidder and any proposed Subconsultant/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>.
- B14.3 The Bidder and/or any proposed Subconsultant/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);
- B14.4 Further to B14.3(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 website at <http://www.winnipeg.ca/matmgt>)
- B14.5 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.
- B14.6 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.
- B15. BID SECURITY**
- B15.1 The Bidder shall provide bid security in the form of:
- (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
  - (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking 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 included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or

- (c) a certified cheque or draft payable to “The City of Winnipeg”, in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.
- B15.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B15.1.2 All signatures on bid securities shall be original.
- B15.1.3 The Bidder shall sign the Bid Bond.
- B15.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.
- B15.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.
- B15.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B15.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
- B15.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.
- B15.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Bid Opportunity.

## **B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B16.1 Proposals will not be opened publicly.
- B16.2 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> .
- B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal 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.
- B16.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

## **B17. IRREVOCABLE OFFER**

- B17.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Proposal.
- B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Proposal.

## **B18. WITHDRAWAL OF OFFERS**

- B18.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

- B18.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B18.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
  - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 12 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B17.2 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.

## **B19. INTERVIEWS**

B19.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

## **B20. NEGOTIATIONS**

B20.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

## **B21. EVALUATION OF PROPOSALS**

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail);
- (b) qualifications of the Bidder and the Subconsultants/Subcontractors, if any, pursuant to B11: (pass/fail);
- (c) Total Bid Price – 30%;
- (d) management plan, pursuant to B11 – 50%;
- (e) technical plan pursuant to B12 – 15%
- (f) project schedule, pursuant to B13 – 5%
- (g) economic analysis of any approved alternative pursuant to B7;

- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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 Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.
- B21.4 Further to B21.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.
- B21.4.1 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.
- B21.5 Further to B21.1(d) the Management Plan shall be evaluated considering the information submitted in response to B8.1 and B11.
- B21.6 Further to B21.1(e) the Technical Plan shall be evaluated considering the information submitted in response to B8.1 and B12.
- B21.7 Further to B21.1(f) the Project Schedule shall be evaluated considering the information submitted in response to B8.1 and B13.
- B21.8 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

## **B22. AWARD OF CONTRACT**

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 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 Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, 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 Proposal 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.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.
- B22.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

## **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](http://www.winnipeg.ca/matmgt/gen_cond.stm) .
- C0.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of the design, supply, and construction of a commercial post frame storage building at the Winnipeg Drinking Water Treatment Plant. The building will include a wash bay area, second level storage area and a second level office area.

D2.2 The major components of the Work, by the successful Proponent of the Request for Proposal (RFP), will include but not be limited by the following:

- (a) building layout to finalize the required offsets from adjoining infrastructure;
- (b) preparation of construction documents including drawings and specifications for the Works, sealed by a Professional Engineer licensed to practise in the Province of Manitoba;
- (c) obtain the necessary permits, approvals, inspections and licences required for construction of the project including the necessary building permits;
- (d) supply all materials, equipment, labour, management and supervision to ensure timely completion of the project;

#### **D3. WORK BY OTHERS**

D3.1 The following Work by others on or near the Site will be completed by the City of Winnipeg - Water and Waste Department Civil Maintenance crews:

- (a) Relocation of the 2<sup>nd</sup> light standard east of the Bulk Chemical Storage Building;
- (b) Installation of a new electrical line and new voice and data lines extending from the Bulk Chemical Storage Building to separate connection points on north side of building;
- (c) Installation of a new potable watermain extending from the Bulk Chemical Storage Building to separate connection points on north side of building ;
- (d) Installation of a new wastewater sewermain including manholes on the west side of the proposed building;
- (e) Construction of a fire wall between the Office Area and the Civil Maintenance Storage Area, and between the Civil Maintenance Storage Area and the Aqueduct Storage Area;
- (f) Installation of bollards in front of the overhead doors and concrete pads at exterior access doors;
- (g) Installation of an electric boiler for the in-floor radiant heat system;
- (h) Installation of an electric forced air heating system in office area;
- (i) Installation of ventilation system;
- (j) Construction of all finishing Work (vapour barrier, insulation, drywall, paint, flooring, water heater, interior doors, rough-in plumbing piping, bathroom fixtures, rough-in electrical wiring, lighting fixtures, electrical fixtures, cabinetry, work benches, appliances, etc.).

D3.2 The Contract Administrator will arrange and co-ordinate Work to be performed by others so that such Work does not interfere with the Work and Schedule of the Contractor. Where Work by others interferes, as determined by the Contract Administrator, with the Contractor's planned Work, the Contractor shall modify his plans and do other Work. Unless the Contract

Administrator determines that there was no opportunity for the Contractor to do a similar amount of Work no consideration will be made to extending the Contract time.

#### **D4. DEFINITIONS**

D4.1 When used in this Request for Proposal:

- (a) "**Design Build Teams, Proponent and Bidder**" are used interchangeably herein and mean any team consisting of a Contactor and Architectural/Engineering firm invited to submit a proposal for the project;
- (b) "**Proposal**" means the offer contained in the Proposal Submission;
- (c) "**Proposal Submission**" means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
- (d) "**Request for Proposal**" means the Proposal Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda.
- (e) "**Site**" means the land area on which the building is being constructed and any additional area used as a lay down area.

#### **D5. CONTRACT ADMINISTRATOR**

D5.1 The Contract Administrator is:

Jessica McCombe  
Professional Engineer Designate, E.I.T.  
110-1199 Pacific Avenue  
Winnipeg, MB R3E 3S8  
Telephone No. (204) 619-3802  
Facsimile No. (204) 224-0032

D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

#### **D6. CONTRACTOR'S SUPERVISOR**

D6.1 Further to C6, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

D6.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6.2.1 Further to C5, Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

#### **D7. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

D7.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

- D7.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- D7.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

#### **D8. NOTICES**

- D8.1 Notwithstanding C23.2.2, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg  
Chief Financial Officer  
Facsimile No.: (204) 949-1174

#### **D9. FURNISHING OF DOCUMENTS**

- D9.1 Upon award of the Contract, the Contractor will be provided with five (5) 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**

#### **D10. AUTHORITY TO CARRY ON BUSINESS**

- D10.1 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.

#### **D11. SAFE WORK PLAN**

- D11.1 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.
- D11.2 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> .

#### **D12. INSURANCE**

- D12.1 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;



- D12.2 Deductibles shall be borne by the Contractor.
- D12.3 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 on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D12.4 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.

### **D13. PERFORMANCE SECURITY**

- D13.1 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.
- D13.1.1 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.
- D13.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

### **D14. DETAILED WORK SCHEDULE**

- D14.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.
- D14.2 The detailed work schedule shall consist of the following a Gantt chart for the Work schedule acceptable to the Contract Administrator.
- D14.3 Further to D14.2, the Gantt chart shall show the time on a weekly basis, required to carry out the Work for each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

### **D15. SECURITY CLEARANCE**

- D15.1 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. Note that the current processing period to obtain the certificate from the City of Winnipeg is 3 to 4 weeks.
- D15.2 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.

- D15.3 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.
- D15.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D15.5 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.

## **SCHEDULE OF WORK**

### **D16. COMMENCEMENT**

- D16.1 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.
- D16.2 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 D10;
    - (ii) evidence of the workers compensation coverage specified in C6.15;
    - (iii) the Safe Work Plan specified in D11;
    - (iv) evidence of the insurance specified in D12;
    - (v) the performance security specified in D13;
    - (vi) the detailed work schedule specified in D14; and
    - (vii) the security clearances specified in D15.
  - (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.
- D16.3 The City intends to award this Contract by November 16, 2011.
- D16.3.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

### **D17. SUBSTANTIAL PERFORMANCE**

- D17.1 The Contractor shall achieve Substantial Performance by June 1, 2012.
- D17.2 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.
- D17.3 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.

### **D18. TOTAL PERFORMANCE**

- D18.1 The Contractor shall achieve Total Performance by June 15, 2012.
- D18.2 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.

D18.3 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.

#### **D19. LIQUIDATED DAMAGES**

D19.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Working Day for each and every Working Day following the days fixed herein for same during which such failure continues:

(a) Substantial Performance – two hundred and fifty dollars per day (\$250/day).

D19.2 The amounts specified for liquidated damages in D19.1 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.

D19.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

#### **CONTROL OF WORK**

##### **D20. JOB MEETINGS**

D20.1 Regular biweekly 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.

D20.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

##### **D21. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D21.1 Further to C6.24, the Contractor shall be the Prime Contractor who will be responsible for his construction site only and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

##### **D22. SAFETY**

D22.1 Further to C6, the Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D22.2 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;

- (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated;

### **D23. SITE CLEANING**

- D23.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
- D23.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D23.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

### **D24. INSPECTION**

- D24.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D24.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

### **D25. DEFICIENCIES**

- D25.1 Further to C11, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
  - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D25.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D25.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D25.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D25.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

## **MEASUREMENT AND PAYMENT**

### **D26. INVOICES**

D26.1 Further to C12, the Contractor shall submit monthly invoices for all orders delivered during the previous calendar month to:

The City of Winnipeg  
Water and Waste Department – Accounts Payable  
112-1199 Pacific Avenue  
Winnipeg MB R3E 3S8  
Facsimile No.: (204) 986-3745

D26.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D26.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D26.4 Bids Submissions must be submitted to the address in B8.8

### **D27. PAYMENT**

D27.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D28. WARRANTY**

D28.1 Warranty is as stated in C13.

**FORM H1: PERFORMANCE BOND**  
(See D13)

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

RFP NO. 366-2011

CIVIL MAINTENANCE / AQUEDUCT STORAGE BUILDING AT WATER TREATMENT PLANT

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)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D13)

\_\_\_\_\_  
(Date)

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

RE: PERFORMANCE SECURITY – RFP NO. 366-2011

CIVIL MAINTENANCE / AQUEDUCT STORAGE BUILDING AT WATER TREATMENT PLANT

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

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

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

\_\_\_\_\_  
Canadian dollars.

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

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

Partial drawings are permitted.

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

\_\_\_\_\_  
(Address)

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



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

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

\_\_\_\_\_  
(Date)

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

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

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

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 The following drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1-0601B-G0001-001	Civil Maintenance/Aqueduct Storage Building Site Plan
1-0601B-B0061-001	Civil Maintenance/Aqueduct Storage Building Plan View
1-0601B-B0062-001	Civil Maintenance/Aqueduct Storage Building Section Views
1-0601B-B0063-001	Civil Maintenance/Aqueduct Storage Building 3D Model

#### **E2. CODES AND STANDARDS**

- E2.1 The entire project will conform to the National Building Code (NBC), the Manitoba Building Code (MBC), the Manitoba Fire Code (MFC), the Manitoba Electrical Code and all other applicable Federal, Provincial, and Municipal Codes, Bylaws and Regulations.
- E2.2 It is the Contractor's responsibility to ensure compliance.
- E2.3 Materials, workmanship and design must meet or exceed applicable requirements of Canadian General Standards Board (CGSB), Canadian Standards Association (CSA), American Concrete Institute (ACI), Canadian Sheet Steel Buildings Institute (CSSBI), American Society for Testing and Materials (ASTM), Underwriters Laboratory of Canada (ULC), Canadian Gas Association (CGA), Canadian Electrical Manufacturers Association (CEMA) or other referenced organizations.
- E2.4 Compliance shall be with the latest edition of the applicable code or standard.

#### **E3. SOILS INVESTIGATION REPORT**

- E3.1 Further to C3.1, the Water Treatment Plant Preliminary Design Report includes soils investigation information and is available for viewing upon request.

#### **E4. SITE SECURITY AND ACCESS**

- E4.1 Description
- (a) This specification covers on Site security requirements and site access during construction.
- E4.2 Site Security and Access
- (a) Further to D15, all personnel on Site are required to obtain a Criminal Record Search Certificate. The Contractor shall submit copies of the Criminal Record Search Certificates to the Contract Administrator identified in D5. The City of Winnipeg's Water Services Division will issue a time-limited access card and a photo security identification (ID) card to personnel identified as approved to work on the project. These card sets must be signed for at the time of issue and must be returned at the completion of the work. The ID card identifies the worker as a Contractor and the access card provides entry/exit access through the Water Treatment Plant main security gate. The ID card must be worn and be clearly visible at all times when working on Site. Each and every contract worker must swipe their assigned access card when entering/exiting the WTP main security gate without exception, even if they are within the same vehicle. Personnel receiving passes are not permitted to provide or share security passes with other personnel to gain access

to the Site. Tailgating is not permitted. Violation of this policy will result in immediate dismissal of the personnel from the Site.

- (b) Site access hours are permitted from 7 am – 6 pm Monday through Friday. Arrangements to pickup ID/access card sets should be made in advance whenever possible through the Contract Administrator.
- (c) The Winnipeg Water Treatment Plant site is monitored by CCTV and other security monitoring devices, and unauthorized attendance to the Site will result in dispatch of Police or security personnel to the Site.
- (d) The Contractor shall notify the Contract Administrator a minimum of 5 Business Days in advance of the Contractor commencing work on Site.
- (e) Lost identification or access cards must be reported to the Contract Administrator immediately.
- (f) Contractors must present government issued photo identification if requested.

#### E4.3 Photographs

- (a) The Contractor shall only take Site photographs for construction documentation as required. All Site photographs shall be approved by a City of Winnipeg Water Services representative, as identified by the Contractor Administrator.

### **E5. OFFICE AND SITE FACILITIES**

- E5.1 The Contractor shall supply on Site sanitary facilities for his own use during the building construction.
- E5.2 The Contractor shall supply office facilities for his own use during the building construction.

### **E6. SHOP DRAWINGS**

#### E6.1 General

- (a) 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.
- (b) Where all or part of the Shop Drawings are to be prepared under the stamp and seal of a Professional Engineer registered in the Province of Manitoba, the Contract Administrator will limit that review to an assessment of the completeness of the part of the submission so stamped and sealed.

#### E6.2 Submission Requirements

- (a) Coordinate each submission with requirements of the Work and Contract Documents. Individual submissions will not be reviewed until all related information is available.
- (b) Accompany all submissions with a transmittal letter, in duplicate, containing:
  - (i) Date;
  - (ii) Project title and Bid Opportunity number;
  - (iii) Contractor's name and address;
  - (iv) Specification Section number for each submittal;
  - (v) Identification and quantity of each Shop Drawing product;

- (vi) Other pertinent data.
- (c) Submissions shall include:
  - (i) Date and revision dates;
  - (ii) Project title and number;
  - (iii) Name, email address and address of:
    - (i) Contractor;
    - (ii) Manufacturer.
  - (iv) Contractor's stamp, signed by Contractor's authorized representative, certifying approval of submissions, verification of field measurements and compliance with Contract Documents;
  - (v) As required in the specifications, the seal and signature of a Professional Engineer registered in the Province of Manitoba.
- (d) Details of appropriate portions of work as applicable:
  - (i) Fabrication;
  - (ii) Layout showing dimensions including identified field dimensions and clearances;
  - (iii) Setting or erection details;
  - (iv) Capacities;
  - (v) Performance characteristics;
  - (vi) Standards;
  - (vii) Operating weight;
  - (viii) Single line and schematic diagrams.

#### E6.3 Drawings

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

#### E6.4 Product Data

- (a) Product Data; Manufacturer's catalogue sheets, brochures, literature, performance charts, and diagrams used to illustrate standard manufactured products.
- (b) Submit one (1) copy of product data.
- (c) Sheet size: 215 x 280 mm.

#### E6.5 Procedure and Routing

- (a) 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.
- (b) 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.
- (c) The routing and the names of individuals responsible for receiving submittals will be identified by the Contract Administrator at the pre-construction meeting.
- (d) 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 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.

#### E6.6 Shop Drawing Review

- (a) 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.
- (b) 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.
- (c) Shop Drawings will be returned to the Contractor with one of the following notations:
  - (i) When stamped "REVIEWED", distribute additional copies as required for execution of the Work.
  - (ii) When stamped "REVIEWED AS MODIFIED", ensure that all copies for use are modified and distributed, same as specified for "REVIEWED".
  - (iii) When stamped "REVISE AND RE-SUBMIT", make the necessary revisions, as indicated, consistent with the Contract Documents and submit again for review.
  - (iv) When stamped "NOT REVIEWED", submit other drawings, brochures, etc., for review consistent with the Contract Documents.
  - (v) Only Shop Drawings bearing "REVIEWED" or "REVIEWED AS MODIFIED" shall be used on the Work unless otherwise authorized by the Contract Administrator.
- (d) After submittals are stamped "REVIEWED" or "REVIEWED AS MODIFIED", no further revisions are permitted unless re-submitted to the Contract Administrator for further review.
- (e) 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.
- (f) 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.
- (g) 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.

#### E7. AS-CONSTRUCTED DRAWINGS

- E7.1 The Contractor shall keep on the Site one (1) up to date copy of all specifications, drawings, and bulletins pertaining to the Work, in good order, available to the Contract Administrator and to his representatives;
- E7.2 Such specifications and drawings need to be marked by the Contractor to show all Work 'As-Constructed' as Work proceeds. The Contractor shall modify the Drawings to 'As-Constructed' bearing notations of all changes and variations from the original and submit these to the Contract Administrator for approval;
- E7.3 If required, in the opinion of the Contract Administrator, further revisions will be made to the Drawings by the Contractor until the Drawings are accepted by the Contract Administrator;
- E7.4 Accuracy of these Drawings shall be the responsibility of the Contractor, who shall bear all expenses of corrections thereto;

## **E8. EQUIPMENT STORAGE BUILDING**

E8.1 Building Size 50' x 210' x 20'

E8.2 Foundation / Concrete Floor

- (a) excavation for grade beam (excavated material to remain on Site);
- (b) 12" compacted granular base;
- (c) piles, grade beams (including grade beams under future firewalls), beam insulation;
- (d) concrete floor – broom finished designed with sufficient thickness and reinforcing to support Caterpillar 966 G Wheel Loader;
- (e) 2 ACO S100K PowerDrain trench drains or approved equal;
  - (i) c/w Class F stainless ductile iron grates
  - (ii) c/w interconnecting pipes under Wash Bay firewalls as shown on drawings;
  - (iii) c/w 3 catch basins.

E8.3 Frost Barrier (Perimeter Insulation)

- (a) 1 ½" type II polystyrene insulation, 12" down and 24" out;
- (b) rough backfill;

E8.4 Foundation Connection

- (a) ½"x4 ½" wedge anchor bolts as applicable;
- (b) pressure treated sill plate;
- (c) sill plate gasket;
- (d) 3"x6"x4 ½" 12 ga. galvanized post bracket.

E8.5 Water Barrier

- (a) 16" wide 6mil poly strip placed @ exterior joint where bottom plate meets foundation;

E8.6 Walls

- (a) engineered laminated upper posts;
- (b) 4 ply 2x8 1650 MSR at 6' o.c. for sidewalls;
- (c) 4 ply 2x8 1650 MSR at various increments to a maximum of 10' o.c. for endwalls;
- (d) 7 ply 2x8 1650 MSR overhead door openings;
- (e) spruce wall girts flush framed horizontally between the posts with metal girt clips @ 48" o.c. and 24" o.c. where drywall is to be applied;
- (f) pressure treated bottom plate;
- (g) east end wall framed for future expansion;
- (h) south wall at east end framed for 2 future overhead doors.

E8.7 Trusses – Engineered

- (a) pre-assembled engineered 2 ply trusses @ 6' o.c.;
- (b) c/w 4/12 pitch;
- (c) four ½" x 5 ½" carriage bolts per truss.

E8.8 Truss Bracing

- (a) continuous 2x4 bottom chord and web bracing as required;
- (b) 2x4 gable end cross bracing in each endwall as required;
- (c) 2x4 gable end post extensions per endwall as required.

#### E8.9 Roof Purlins

- (a) 2x4 precut eave purlins c/w bevelled eave blocks to allow for continuous eave ventilation;
- (b) 2x4 precut roof purlins @ 25" o.c. framed flush to top chord of truss;
- (c) 1x2 nailer installed to allow for flush framing of roof purlins.

#### E8.10 Cladding

- (a) roll formed metal cladding panel: sheet steel coil coated to ASTM A755, galvanized by hot dip process to ASTM A653M, Z275. Prefinish sheet to meet or exceed requirements of Baycoat Metallic Series:
  - (i) wall and roof metal cladding to match CL7040 by Vic West;
  - (ii) wall colour to match Duranar XL UC55028XL Bright Silver Metallic by PPG;
  - (iii) roof colour to match Duranar XL UC52061XL Concord Blue Metallic by PPG.
- (b) flashings, trims and closures: core thickness and finish to match cladding and panels;
- (c) girts, Z members, clips and brackets: CAN/CSA G40.21, Grade 300W of required core steel thickness, hot dipped galvanized after fabrication to CSA G164;
- (d) non-corrosive concealed fasteners of stainless steel, aluminum or cadmium plated steel as recommended by manufacturer;
- (e) sealant: CAN/CGSB-19.24, Dymeric by Tremco Ltd. Or other approved equivalents;
- (f) non-absorbent, no-gassing, closed cell polyolefin foam, over sized 25%.

#### E8.11 Snow Guards

- (a) continuous snow stop installed 2' up from eave line (location: overhead door sidewall only).

#### E8.12 Eavetroughs

- (a) 6" continuous aluminum eavetroughing, c/w 12 downspouts;
- (b) industrial fasteners;
- (c) ice and snow straps.

#### E8.13 Weather Proofing

- (a) weather tight foam closure at base, eave and ridge of building;
- (b) air filter material beneath the eave trim to prevent snow and rain from blowing into the attic through the continuous eave vents;
- (c) silicone caulking around walk-in-doors and windows.

#### E8.14 Plumbing

- (a) 2 – 2" copper water pipe connection points through concrete floor slab at north side of building with 8' of cover as shown on drawings.

#### E8.15 In-floor Radiant Heating System

- (a) install oxygen barrier piping at 12" o.c complete with a separate zone for the Civil Maintenance storage area and a separate zone for the Aqueduct storage area.

#### E8.16 Electrical Miscellaneous

- (a) 2 conduits for electrical connection points through concrete floor slab at north side of building with 4' of cover as shown on drawings;
- (b) 2 conduits for voice and data connection point through concrete floor slab at north side of building with 4' of cover as shown on drawings.

#### E8.17 Windows

- (a) eight – Paramount 2'x4' triple pane PVC fixed/picture units or approved equal;

- (b) four – 4'x8' Paramount triple pane PVC fixed/picture units or approved equal;
- (c) two – 4'x8' Paramount triple pane PVC fixed/picture units with opaque glass for male and female locker rooms or approved equal;
- (d) c/w full 8" PVC jamb;
- (e) low E glass;
- (f) argon gas filled cavity;
- (g) "C" metal flashing on each side and bottom;
- (h) drip flashing over window.

#### E8.18 Exterior Passage Doors

- (a) six – 3/0 x 7/0 steel insulated walk-in doors;
  - (i) c/w metallic coated sheet steel: ASTM A568M Class 1 commercial grade steel, hot dip galvanized to ASTM A 653 / A653M ZF75/A25 zinc coated (galvanized) or ZF180/A40 zinc-iron alloy-coated (galvannealed);
  - (ii) weather strips, thresholds, sweeps;
  - (iii) drip flashing over door and "C" metal flashing on each side of door;
  - (iv) check chain;
  - (v) 11G15-3 x LL 26DCPC Sargent lockset;
  - (vi) non-removable pin hinges;
  - (vii) 5" x 20" triple pane Georgian wired glass window;
  - (viii) reinforce doors with vertical stiffeners, securely welded or laminated to each face sheet at 6" on centre maximum and fill voids between stiffeners with fiberglass core;
  - (ix) insulation: fiberglass to CSA A101, semi-rigid;
  - (x) continuous welded steel frame to CSA W59;
  - (xi) fire rated assemblies: labelled and listed by a nationally recognized testing agency having factory inspection service in conformance with CAN4 S104M and CAN4 S105M for fire protection ratings indicated.

#### E8.19 Overhead Doors

- (a) nine – 12'x14' Thermalex TX450 doors;
- (b) c/w 3' five ft hi-lift galvanized steel hardware;
- (c) high moisture hardware, including stainless steel cables, zinc plated shafts, HD rollers, galvanized springs (for Wash Bay overhead door only);
- (d) ½ HP Doorlec LJH Electric Operator with wall mounted controls (open, close, stop);
- (e) nine pre-engineered LVL sidewall headers for overhead door opening;
- (f) c/w emergency chain hoist;
- (g) pneumatic reversing safety edge;
- (h) top and bottom weather seals;
- (i) weather stripping.

#### E8.20 Ventilation

- (a) continuous ridge ventilation closure strip;
- (b) 4' overhang with continuous soffit vent on overhead door (south) sidewall;
- (c) 2' overhang with continuous soffit vent on north sidewall;

#### E8.21 Second Level Storage

- (a) approximately 3430 sq ft mezzanine floor;



- (b) c/w pre-engineered floor joists (capable of supporting 9 kN concentrated live load for 750x750mm loaded area and capable of supporting 4.8 kPa uniform distributed floor loading);
- (c) ¾" OSB T&G floor deck (glued and screwed);
- (d) four sets 48" closed riser stair with hand rails both sides;
- (e) 42" pony wall railing.

E8.22 Office Area Second Level

- (a) approximately 1000 sq ft second floor;
- (b) pre-engineered floor joists (50 lb floor loading);
- (c) ¾" OSB T&G floor deck (glued & screwed).

E8.23 Interior Walls

- (a) 2x6 studs for all plumbing walls;
- (b) 2x4 studs for remaining walls.

E8.24 Interior Walls Floor Connection

- (a) ½" x 4 ½" wedge anchor bolts as applicable;
- (b) 2x6 pressure treated sill plate;
- (c) 3"x6"x4½" 12 ga. galvanized post bracket (to fasten posts to concrete).

E8.25 Interior Walls Upper Posts

- (a) 3 ply 2x6 spruce laminated upper posts at various increments to a maximum of 10' o.c.

E8.26 Interior Walls Girts

- (a) spruce wall girts flush framed horizontally between the posts with metal girt clips @ 48" o.c. and 24" o.c. where drywall is to be applied.